



**CITY OF
BLOOMINGTON
COUNCIL MEETING
MARCH 22, 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, MARCH 22, 2021, 6:00 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 Firefighters John Henderson, Jesse Ellis, and Chad Elam, who have completed one-year probation, as requested by the Fire Department. (Recommended Motion: 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 February 15, 2021 Committee of the Whole 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 \$6,278,506.57, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*
- C. Consideration and action to approve Appointments to various Boards & Commissions, as requested by the Administration Department. *(Recommended Motion: The proposed Appointments be approved.)*
- 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.)*
- 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.)*
- 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.)*
- 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.)*
- 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.)*

- 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.*)
- 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.*)
- 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.*)
- 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. (*Recommended Motion: The proposed Ordinance be approved.*)
- 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.*)

9. 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.*) (*Presentation by Scott Rathbun, Finance Director, 5 minutes; and City Council discussion, 5 minutes.*)

10. Regular Agenda

Clerk-led Roll Call Vote

- 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. *(Recommended Motion: The proposed Resolution be approved.) (Presentation by Craig McBeath, Director of Information Technology; Mark Owens, Asst. Director of Information Technology, Jeff Brock, Watts Copy, 5 minutes; and City Council discussion, 5 minutes.)*

- B. Presentation and discussion of the Solid Waste Program, as requested by the Public Works Department and the Administration Department. *(Recommended Motion: None; presentation only.) (Presentation by Tim Gleason, City Manager; Kevin Kothe, P.E., Director of Public Works, 15 minutes; and City Council discussion, 15 minutes.)*
- 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. *(Recommended Motion: The proposed Plan be approved.) (Presentation by Tim Gleason, City Manager; and Jay Tetzloff, Director of Parks, Recreation, and Cultural Arts, 5 minutes; and City Council discussion, 15 minutes.)*
- D. Consideration and action to approve the Fire L49 Collective Bargaining Agreement, as requested by the Human Resources Department and the Public Works Department. *(Recommended Motion: The proposed Agreement be approved.) (Presentation by Tim Gleason, City Manager; and Eric Hall, President of Local 49, 5 minutes; and City Council discussion, 5 minutes.)*
- 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. *(Recommended Motion: No modifications recommended at this time.) (Presentation by Tim Gleason, City Manager, 5 minutes; and City Council discussion, 5 minutes.)*

11. Finance Director's Report

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

12. City Manager's Discussion

13. Mayor's Discussion

14. Council Member's Discussion

15. Executive Session - Cite Section

Clerk-led Roll Call Vote

16. Adjournment

Voice Vote

17. Agenda Items

RECOGNITIONS



RECOGNITION/APPOINTMENTS ITEM NO. 6.A

FOR COUNCIL: March 22, 2021

SPONSOR: Fire Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Recognition of Firefighters John Henderson, Jesse Ellis, and Chad Elam, who have completed one-year probation, as requested by the Fire Department.

RECOMMENDED MOTION:
Recognition only.

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

STRATEGIC PLAN SIGNIFICANCE:
-Objective 5a. Well-planned City with necessary services and infrastructure

BACKGROUND: Recognizing the completion of the one-year probationary period for Firefighters John Henderson, Jesse Ellis, and Chad Elam. They will be officially sworn in by the City Clerk.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Tara Henry, Legislative Assistant

Reviewed by:


Tara Henry, Legislative Assistant

3/19/2021

Recommended by:

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

Tim Gleason, City Manager

Attachments:

- FIRE 1B John Henderson_Fire Certificate
- FIRE 1C Jesse Ellis_Fire Certificate
- FIRE 1D Chad Elam_Fire Certificate

City of Bloomington



Central Station Circa 1902

Fire Department

Firefighter's Commission

*By authority of the City Manager
of the City of Bloomington,
in the County of McLean, and State of Illinois,
We do hereby certify that*

John Henderson

*Having been duly sworn
was appointed and commissioned a*

Firefighter/Paramedic

On

the twenty-fourth of February, two thousand and twenty.

As Evidence thereof, we set our hand and seal

Tari Renner

Tari Renner

Mayor

L. Gleason

Tim Gleason

City Manager

E. West

Eric West

Interim Chief

Leslie Harum

Leslie Harum

City Clerk

City of Bloomington



Central Station Circa 1902

Fire Department

Firefighter's Commission

By authority of the City Manager
of the City of Bloomington,
in the County of McLean, and State of Illinois,
We do hereby certify that

Jesse Ellis

Having been duly sworn
was appointed and commissioned a

Firefighter/Paramedic

On

the twenty-fourth of February, two thousand and twenty.

As Evidence thereof, we set our hand and seal

Tari Renner

Tari Renner

Mayor

L. D. Gleason

Tim Gleason

City Manager

Eric West

Eric West

Interim Chief

Leslie Vocum

Leslie Vocum

City Clerk

City of Bloomington



Central Station Circa 1902

Fire Department

Firefighter's Commission

*By authority of the City Manager
of the City of Bloomington,
in the County of McLean, and State of Illinois,
We do hereby certify that*

Chad Flam

*Having been duly sworn
was appointed and commissioned a*

Firefighter/Paramedic

On

the twenty-fourth of February, two thousand and twenty.

As Evidence thereof, we set our hand and seal

Tari Renner

Tari Renner

Mayor

Eric West

Eric West

Interim Chief

Tim Gleason

Tim Gleason

City Manager

Leslie Harum

Leslie Harum

City Clerk

CONSENT AGENDA



CONSENT AGENDA ITEM NO. 8.A

FOR COUNCIL: March 22, 2021

SPONSOR: City Clerk Department

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

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

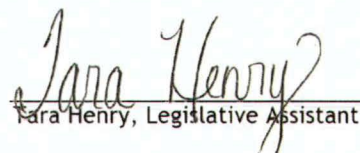
Respectfully submitted for Council consideration.

Prepared by: Amanda Mohan, Records and Licensing Specialist

Reviewed by:


Leslie Yocum, City Clerk

3/18/2021


Tara Henry, Legislative Assistant

3/19/2021

Recommended by:

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

Tim Gleason, City Manager

Attachments:

- CLK 1B DRAFT 02-15-2021 City Council Regular Session Minutes



MINUTES
COMMITTEE OF THE WHOLE CITY COUNCIL MEETING
MONDAY, FEBRUARY 15, 2021, 6:00 P.M.

This meeting was conducted under Governor Pritzker's Executive Order 2020-07 Section 6, which was reissued and extended by Executive Order 2021-04, and implemented in response to COVID-19, which suspended in-person attendance under the Open Meeting Act, 5 ILCS 120.

The City Council convened in regular session virtually via Zoom conferencing with the City Manager, Tim Gleason, in-person in City Hall's Council Chambers and with the Deputy City Clerk, Amanda Mohan, virtually via Zoom conferencing, at 6:00 p.m., Monday, February 15, 2021. The meeting was called to order by Mayor Tari Renner.

Roll Call

Attendee Name	Title	Status	Arrived
Tari Renner	Mayor	Remote	
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	Absent	
Mollie Ward	Ward 7	Remote	
Jeff Crabill	Ward 8	Remote	
Kim Bray	Ward 9	Remote	

COVID-19 Update by City Manager

City Manager Tim Gleason updated Council on the COVID-19 vaccination center held at Grossinger Motors Arena including challenges that the McLean County Health Department continued to face in the procurement and distribution of vaccinations. He then discussed potential for Governor Pritzker to expand qualifications for receiving the vaccination.

Public Comment

Mayor Renner opened the meeting for public comment, but no public comment was received live or via email.

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.

No Consent Agenda Items were presented.

Presentation, Discussion, and Direction on Future Agenda Topics

The following item was presented:

Item 6.A. Employee Remembrance, as requested by the Administration Department.

Mr. Gleason recognized each of the City of Bloomington staff whose lives were lost in 2020 and provided a brief background on their employment with the City. Staff included: Tom Drewry, Library - Site Security; Officer Justin Gale, Police Department; Ed Frels, Information Technology Department; Earl Boitnott, Jr., Public Works - Public Services Division; and Jerry Martogolio, Public Works - Water Division.

Mr. Gleason explained the presentation would be provided annually if necessary to honor all those who pass that served the City.

The following item was presented:

Item 6.B. Presentation on Enterprise Zone Standardized Incentive Program Concept, as requested by the Administration Department.

Mr. Gleason introduced the item and explained the concept of an Enterprise Zone Standard Incentive Program ("Program") as a crucial economic development tool. He informed Council that the Enterprise Zone would appear as an action item on next week's Council agenda. He then asked Patrick Hoban, CEO of the Bloomington Normal Economic Development Council ("EDC"), to address Council.

Mr. Hoban explained that the most popular incentive in an Enterprise Zone was the sales tax exemption on building materials. He informed Council that a standardized property tax abatement, a second popular incentive, continued to be utilized by other surrounding municipalities. Mr. Hoban stressed the importance of a standard incentive package and that the benefits included the speed of completion and consistency in deals to be competitive for economic development. He reported that, historically, deals were inconsistent and could take many months to complete since multiple municipalities had to approve an incentive package. He provided examples on how a standard incentive program would be beneficial and listed multiple options of potential perks and how a business could qualify for each.

Mr. Gleason expressed concerns voiced by other taxing bodies and stated that the item would not appear before Council next week for consideration.

Council Member Crabill questioned the amount of control the taxing bodies would hold over each incentive package. Mr. Hoban stated that all municipalities would approve the standard incentive package and the EDC Board of Directors would verify whether developers qualified. Council Member Crabill and Mr. Hoban then discussed the effects of labor unions and "no poaching" language as part of the incentive package. Council Member Crabill tasked how Tax Increment Financing ("TIF") districts would affect an incentive package. Mr. Hoban explained that a TIF would take precedence and override an abatement.

Council Member Mathy expressed concern that a large portion of Bloomington was not in the current enterprise zone. Mr. Hoban explained the EDC Board of Directors wanted to begin with the current enterprise zone while they worked toward a county-wide incentive package that would include all 21 municipalities in McLean and Ford Counties. Council Member Mathy supported the inclusion of small and big business participation.

Council Member Mwilambwe asked for additional details on incentives for developments that hired local employees. Mr. Hoban explained the property tax abatement process, the thresholds, and audit review process.

Council Member Ward asked for clarification on project labor agreements. Mr. Hoban defined local labor utilization plans as a written plan to include local labor units in discussions, whereas local labor agreements require the utilization of local labor.

Council Member Bray asked whether being home rule allowed Bloomington to permit additional incentives. Mr. Hoban responded affirmatively but cautioned that it could lengthen the approval process.

Council Member Boelen asked how the Program could encourage quality jobs that would provide a fair median income. Mr. Hoban responded that if a developer exceeded the median wage of the County, there was a potential to receive a higher incentive.

Council Member Emig was in favor of the item. She asked Mr. Hoban to explain what an enterprise zone was and how the schools could reap some benefits. Mr. Hoban responded accordingly.

Council Member Mwilambwe asked how fast the Program could be used. Mr. Hoban responded that there were three projects waiting for a finalized Program. He expressed that time was of the essence. He then provided an example where Decatur could approve an incentive package in as little as two weeks; whereas Bloomington could take up to six months under the current enterprise zone.

The following item was presented:

Item 6.C. Presentation and discussion of the Solid Waste Program, as requested by the Public Works Department and the Administration Department.

Mr. Gleason introduced the item and asked Kevin Kothe, Public Works Director, to address Council.

Mr. Kothe presented the Solid Waste Program overview and status update. He discussed the various planned and unforeseen causes of budget shortfalls and then compared multiple revenue streams that comprised the Solid Waste Program from Fiscal Years ("FY") 2017 to 2022. Mr. Kothe went on to discuss the Low-Income Fee Discount program and stated that staff recommended its continuance. He then discussed disposal and education expenditure line items, which included bulk waste, garbage, and brush. Mr. Kothe continued by discussing Routing Software and then moved on to benefits and potential changes for improving the Curbside Leaf Collection program, including bagged leaf collection.

Council Member Ward asked for additional details on increased expenses for bulk waste pick-up. Mr. Kothe stated that today Public Works picked up more bulk waste than it had in the past. He provided a few theories around the increased free bulk pick-up. Council Member Ward then asked for additional details on the potential for requiring bagged leaf collection. Mr. Kothe responded that there were various options including City-provided bags or bags purchased from local businesses.

Council Member Mwilambwe asked for additional details on non-user abuses of the solid waste programs. Mr. Kothe provided a few examples where non-residents utilized the free bulk waste pick-up and the Citizens Convenience Center.

Council Member Mathy asked how increased bulk waste pick-up affected the change to only offer spring and fall bulk waste pick-up. Mr. Kothe discussed staffing issues and that the program had, unfortunately, not had the intended desired outcome. Council Member Mathy asked if Mr. Kothe would suggest removing the spring/fall bulk pick-up schedule

instead returning to the previous schedule. Mr. Kothe responded that staff may recommend a change to the schedule. Both men then discussed issues with rental complexes, opportunities for adjusting prices to cover associated bulk waste costs, software contracts, and potential developer rebate programs. Mr. Gleason confirmed that staff would continue to review the contracts.

Council Member Boelen asked whether the extra inventory of garbage/recycle carts had been used. Mr. Kothe confirmed they had and that additional had been purchased. She then asked if the MyBloomington App could be used to schedule bulk waste pick-ups. Mr. Kothe stated that, at one time, that was the intention, but that staff had been unsuccessful in training users. They then discussed the Henson Disposal contract, transportation of materials, and drop-off points for recyclable materials. Mr. Kothe and Mr. Gleason noted multiple recycle options. Council Member Boelen suggested a cost-analysis to determine if a private business could dispose of various solid wastes in a more cost-effective manner.

Mayor Renner suggested that Council Member Boelen submit a Council Initiative since significant staff time would be needed for a cost analysis.

Council Member Mwilambwe asked if there was an alternative for recycling. Mr. Kothe explained that demand for recycled products had decreased over the last few years, but that it had begun to turn around.

Mr. Gleason noted that part of the solution to the solid waste programs was efficiencies and consequences to citizens and staff. He looked forward to future creative conversations on solutions.

City Manager's Report (5 minutes)

Mr. Gleason recognized and welcomed each of City's new employees. He then acknowledged and thanked City staff for continuing to work in the inclement weather and concluded by highlighting upcoming items.

Executive Session - Cite Section

No executive Session was held.

Adjournment

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

Motion carried (viva voce).

The meeting adjourned at 7:21 p.m.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Amanda Mohan, Deputy City Clerk



CONSENT AGENDA ITEM NO. 8.B

FOR COUNCIL: March 22, 2021

SPONSOR: Finance Department

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

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

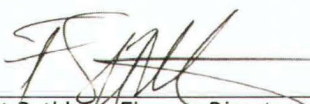
FINANCIAL IMPACT: Total disbursements to be approved \$6,278,506.57 (Payroll total \$2,538,834.21, Accounts Payable total \$2,496,451.36, Bank Transfers total \$1,169,834.64, and Procurement Card Purchases total \$73,386.36).

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Support Staff V

Reviewed by:


F. Scott Rathbun, Finance Director

3/18/2021


Tara Henry, Legislative Assistant

3/18/2021

Recommended by:

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

Tim Gleason, City Manager

Attachments:

- FIN 1B Council Finance Summary Report

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
3/12/2021	\$ 1,983,946.63	\$ 554,901.04	\$ 2,538,847.67

3/12/2021	\$ (12.50)	\$ (0.96)	\$ (13.46)
Off Cycle Adjustments			

	PAYROLL TOTAL	\$ 2,538,834.21
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ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
3/22/2021	AP General	\$ 2,243,702.15
	AP JMScott	
3/22/2021	AP Comm Devel	\$ 32,407.06
3/22/2021	AP IHDA	\$ 21,485.00
3/22/2021	AP Library	\$ 67,097.18
3/22/2021	AP MFT	\$ 38,300.00
3/4/2021-3/16/2021	Out of Cycle	\$ 93,459.97
2/1/2021-3/5/2021	AP Bank Transfers	\$ 1,169,834.64
	AP TOTAL	\$ 3,666,286.00

PCARDS

Date Range	
01/01/2021-01/31/2021	\$ 73,386.36

PCARD TOTAL	\$	73,386.36
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GRAND TOTAL	\$	6,278,506.57
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Respectfully,

F. Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 8.C

FOR COUNCIL: March 22, 2021

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION:

The proposed Appointments be approved.

STRATEGIC PLAN LINK:

-Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

-Objective 5b. City decisions consistent with plans and policies

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

McLean County Regional Planning Commission (MCRPC): Jennifer Langley to the MCRPC. Jennifer is being appointed to fill a vacancy on the Board. Her term will be effective immediately, with an expiration date of 12-31-21, at which time she will be eligible to reapply. Application is on file in the Administration Office.

Citizens' Beautification Committee: Cody Hendricks to the Citizens' Beautification Committee. Cody 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.

Human Relations Commission: Anthony Jones to the Human Relations Commission. Anthony 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.

Zoning Board of Appeals: Terry Ballantini to the Zoning Board of Appeals. Terry 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.

Prepared by: Amy Overton, Executive Assistant

Reviewed by:



Billy Ryus, Deputy City Manager

3/18/2021



Tara Henry, Legislative Assistant

3/19/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- ADM 1B Human Relations Commission Roster
- ADM 1C Zoning Board Roster
- ADM 1D Citizens Beautification Roster
- ADM 1E MCRPC Roster

Human Relations Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First	Appointment Date
x		Kiranmayi (Kiran)	Konam	04/30/23	2014	04/27/20
x		Gary	McGinnis	04/30/23	2018	04/27/20
x		Anthony	Jones	04/30/21	2016	04/23/18
x	Chair	Rhonda	Smith	04/30/23	2011	04/27/20
x		Nibandhini	Kinikar	04/30/22	2020	11/23/20
x		Ky	Ajayi	04/30/22	2019	04/22/19
x		Netia	Carey	04/30/23	2020	04/27/20

Zoning Board of Appeals

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date
x		Terry	Ballantini	04/30/21	2018	06/11/18
x		Tyler	Noonan	04/30/23	2019	04/30/20
x		Michael	McFarland	04/30/22	2019	09/09/19
x		Michael	Straza	04/30/23	2020	4/13/2020
				04/30/23		
x	Chair	Victoria	Harris	04/30/23	2017	04/13/20
		Nikki	Williams	04/30/22	2020	07/13/20

Citizens Beautification Committee

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date
x		Sara	Kemp	04/30/21	2018	05/14/18
x	Chair	Robin	VanDermay	04/30/23	2014	04/30/20
x		Becky	Altic	04/30/23	2020	09/28/20
x		Daniel	Freburg	04/30/22	2018	04/22/19
x		Brett	Litwiller	04/30/21	2018	05/14/18
x		Michelle	Grasher	04/30/22	2019	09/09/19
x		Adriane	Powell	04/30/22	2018	04/22/19
x		Erica	Larkin	04/30/23	2013	04/30/20
x		William	Gudeman	04/30/21	2018	04/23/18
x		Cody	Hendricks	04/30/21	2020	04/13/20
x		Eric	Hansen	04/30/22	2020	04/13/20
		Kelsey	Harms	04/30/22	2020	07/13/20

Regional Planning Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Appointment Date	Year First Appt	Ward
X	COB Rep	Diana	Hauman	12/31/22	04/08/19	2019	8
X	COB Rep			12/31/18			



CONSENT AGENDA ITEM NO. 8.D

FOR COUNCIL: March 22, 2021

SPONSOR: Public Works Department and Police Department

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

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 the Police Department are recommending the purchase of (1) seven Ford Police Interceptor Utility Hybrid Vehicles through the State of Illinois Joint Purchase Contract from Morrow Brothers Ford of Greenfield, IL, in the amount of \$359,960, 2) one Ford Transit Van through the Suburban Purchasing Cooperative Contract from Currie Motors of Frankfort, IL, in the amount of \$62,858 and (3) one Chevrolet Tahoe through the State of Illinois Joint Purchase Contract from Miles Chevrolet of Decatur, IL, in the amount of \$43,012; for a total of \$465,830.

Eleven vehicle bids have been released since near the end of FY 2020 and the City has only received one bid from a local firm. City staff has reached out by phone, survey, and held a meeting for the local dealerships to try to increase participation and have also included twelve local dealers on all 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 IL State contract or other joint purchasing cooperative contracts have provided prices that are lower than the bid submissions.

The Police Department has five (5) marked patrol units and four (4) detective units to be replaced in this fiscal year. Most of the units will have over 100,000 miles when the new units arrive and are put into service. One of the patrol units will be a prisoner transport van

for social distancing of officers and transports. Five of the units are over fourteen (14) years old.

Normal replacement of marked patrol cars is at 100,000 miles. Total repair and maintenance on the nine units total is \$92,025.39 to date. Recent issues with these vehicles include engine overheating, issues with the emergency lights, chassis lights, transmission, suspension, driver's seat, ignition system, steering, motor mounts, and HVAC. Staff respectfully requests to replace the nine (9) units that are scheduled at this time or units that need repairs that exceed their value at the time the new units are put in service. The replaced units will be removed from service and evaluated for possible redeployment to other City departments that have older units with low miles that are rusting out. Staff respectfully requests to have the remaining replacement units declared surplus and be sold on public auction at publicsurplus.com or govdeals.com. Estimated value of these surplus units is over \$20,000.

In January 2020, Public Works completed an analysis of idle reduction technologies (IRT), based on a request from Council and Administration. The full analysis is attached. IRT reduces fuel consumption and fuel costs. Based on the research, staff recommends purchasing hybrid vehicles with IRT from the factory, when appropriate, rather than purchasing standard vehicles and adding IRT as an aftermarket item, especially for cars and SUVs that are traditionally required to run specialty equipment by idling with a vehicle running, such as some Police Department and Fire Department vehicles. Purchasing vehicles with IRT may increase the budgeted amount for each vehicle, but, with a predicted payback period of about 1.2 years per vehicle and the immediate reduction in fuel consumption and fuel costs, hybrid vehicles with IRT are the best option to keep in line with Strategic Plan and Comprehensive Plan goals as well as reduce fuel costs in the long term.

While Public Works and Police initially recommended a pilot program to test a single hybrid police vehicle with IRT over one year, the first vehicle ordered for the pilot program has not been received at this time, as a result of COVID-19. However, Public works staff has continued to follow up with other agencies who currently use these vehicles, and they have found the vehicles to be reliable and meet their needs.

The City is using the state and cooperative purchasing contracts to have Ford and the selling dealer upfit the units. The City used this process the last two fiscal years and is very pleased with the results. All of the new units were put into service within a few weeks. In the past, Fleet has removed the old units from service, stripped the police equipment, and upfitted the new units. This process can take four to five months to get finished, as Fleet Technicians are pulled from this task to repair other units in the fleet. It should be noted that since these vehicles are specialized, they are not a viable fit for a local bidding process.

The current police fleet is made up of Chevrolet Impalas, Chevrolet Caprices, Chevrolet Tahoes, Ford Police Interceptor Sedans, Ford Transit Vans, and Ford Police Interceptor Utilities. The City runs a mix of vehicles so that the entire fleet is not down due to a safety recall, of which there have been many the past few years. The new units were selected for use because of the increased driver interior space and all-wheel drive capability for use in snow and ice events, and are pursuit rated.

TYPE OF VEHICLE	# OF VEHICLES	UNIT COST	TOTAL COST
FORD INTERCEPTOR UTILITY HYBRID PATROL	3	\$53,260	\$159,780

FORD INTERCEPTOR UTILITY GAS	0	\$46,670	\$0
FORD INTERCEPTOR UTILITY HYBRID DETECTIVE	4	\$50,045	\$200,180
FORD TRANSIT VAN PATROL	1	\$62,858	\$62,858
CHEVROLET TAHOE PATROL	1	\$43,012	\$43,012
		TOTAL	465,830.00

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this expenditure is necessary, because this purchase will allow the Police to respond in a timely manner to emergency calls.

The Finance Department is monitoring the financial impact of the pandemic. It has reviewed the costs associated with the purchase 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: N/A

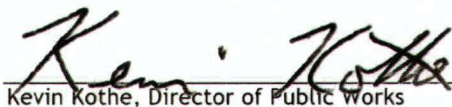
FINANCIAL IMPACT: If approved, the City will be paying cash for these General Fund vehicles totaling \$465,830. Nine vehicles budgeted for \$483,081 are included for replacement in the Police Department-Capital Outlay Licensed Vehicle account (10015110-72130). Stakeholders can locate this in the FY 2021 Budget Books titled "Budget Overview & General Fund" on page 228 and "Other Funds & Capital Improvement Program" on page 92.

COMMUNITY DEVELOPMENT IMPACT: Goal PS-3. A comprehensive emergency preparedness plan, Objective PS-3.1. Ensure the safety of Bloomington's residents in emergency situations.

Respectfully submitted for Council consideration.

Prepared by: Rob Krones, Superintendent of Fleet Management

Reviewed by:


Kevin Kothe, Director of Public Works

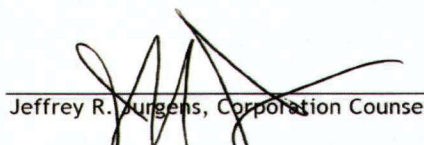
3/10/2021


Carla Murillo, Procurement Manager

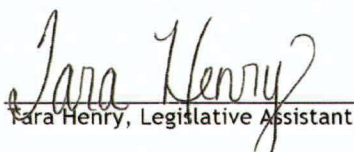
3/11/2021


Chris Tomertin, Budget Manager

3/11/2021


Jeffrey R. Jurgens, Corporation Counsel

3/15/2021


Tara Henry, Legislative Assistant

3/17/2021

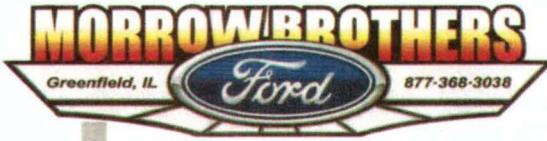
Recommended by:

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

Tim Gleason, City Manager

Attachments:

- BPD 1B Morrow Brothers Proposal_FY21 Police Patrol Vehicles 03222021
- BPD 1C Currie Motors Proposal 1_FY21 Police Patrol Vehicles 03222021
- BPD 1D Miles Chevrolet Proposal_FY21 Police Patrol Vehicles 03222021
- BPD 1E Analysis FY21 Police Patrol Vehicles 03222021



WWW.MORROWBROTHERSFORDINC.COM

1242 Main Street • GREENFIELD IL 62044

(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

February 24, 2021

City of Bloomington Illinois
Rob Krones

Patrol Units

IL Contract 19-416CMS-P-11453

We have figured the following for your consideration.

1-New 2021 Ford Police Interceptor Utility AWD 3.3L Hybrid Engine

UM Black Exterior, Cloth Front Bucket Seats, Vinyl Rear Bench Seat

18D Hatch Timer Delete, 60A Grill/Lamp/Speaker Wiring

51T Driver's Side LED Spotlight, 47A Factory Police Engine Idle

66A Headlamp Wig-Wag System, 66C Rear Lighting Solution

86T Tail-Lamp Pre-Drill

17T Rear Red/White Dome

43A Rear Lift-Gate Lighting

63L Whelen LED Side Glass

19V Rear Camera on Demand

52P Hidden Door Lock Plunger

55F Remote Keyless w/ 4 Fobs

76P Pre-Collision Assist

549 Power Heated Mirrors

76R Reverse Sensing System

60R Noise Suppression

Delivery to Bloomington, IL.

Warning Equipment Per Attached

All other standard equipment

Illinois Government Price \$53,260.00 Each

Let me know if you have any questions.

Thank you,

Richie Morrow Wellenkamp
Government Sales Manager
Morrow Brothers Ford, Inc.



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1242 Main Street • GREENFIELD IL 62044

(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

February 24, 2021

City of Bloomington Illinois
Rob Krones

Investigation Unit IL Contract 19-416CMS-P-11453

We have figured the following for your consideration.

1-New 2021 Ford Police Interceptor Utility AWD 3.3L Gasoline Engine

Exterior Color TBD, Cloth Front Bucket Seats, Vinyl Rear Bench Seat

18D Hatch Timer Delete, 60A Grill/Lamp/Speaker Wiring

51T Driver's Side LED Spotlight, 47A Factory Police Engine Idle

66A Headlamp Wig-Wag System, 66C Rear Lighting Solution

86T Tail-Lamp Pre-Drill

17T Rear Red/White Dome

63L Whelen LED Side Glass

63B Mirror LED Warning

19V Rear Camera on Demand

55F Remote Keyless w/ 4 Fobs

76P Pre-Collision Assist

549 Power Heated Mirrors

76R Reverse Sensing System

60R Noise Suppression

Delivery to Bloomington, IL.

Warning Equipment Per Attached

All other standard equipment

Illinois Government Price \$46,670.00 Each

Option: Hybrid Engine Add \$3,375.00

Let me know if you have any questions.

Thank you,


Richie Morrow Wellenkamp
Government Sales Manager
Morrow Brothers Ford, Inc.

Prepared for: , City Of Bloomington

2021 Transit-350 Cargo RWD Low Roof Van 148" WB Base (W1Y)

Price Level: 115



Client Proposal

Prepared by:
THOMAS SULLIVAN
Office: 815-464-9200
Quote ID: bltransit
Date: 02/10/2021



Prepared for:

City Of Bloomington

Prepared by: THOMAS SULLIVAN

02/10/2021



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2021 Transit-350 Cargo RWD Low Roof Van 148" WB Base (W1Y)

Price Level: 115 | Quote ID: bltransit

Major Equipment

(Based on selected options, shown at right)

3.5L V-6 DOHC w/port/direct injection 275hp
10 speed automatic w/ODExterior: Agate Black Metallic
Interior: Dark Palazzo Gray

- * 4-wheel ABS
- * Electric parking brake
- * LT 235/65R16 C BSW AS S-rated tires
- * Advance Trac w/Roll Stability Control
- * Tinted glass
- * Bluetooth streaming audio
- * Variable intermittent wipers
- * Dual front airbags w/passenger cancel
- * Airbag occupancy sensor
- * Rear window defroster
- * Navigation system with voice activation
- * Running boards

- * Brake assistance
- * Traction control
- * Battery with run down protection
- * Air conditioning
- * SiriusXM AM/FM/HD/Satellite with seek-scan, auxiliary audio input, external memory control
- * Dual power remote heated mirrors
- * 16 x 6.5 steel wheels
- * Driver and front passenger seat mounted side airbags
- * SecuriLock immobilizer
- * Tachometer
- * Reclining front bucket seats
- * Audio control on steering wheel

Fuel EconomyCity
N/AHwy
N/A**As Configured Vehicle**

MSRP

STANDARD VEHICLE PRICE	\$38,495.00
Order Code 101A	N/C
Monotone Paint Application	STD
148" Wheelbase	STD
50-State Emissions System	STD
Dark Palazzo Gray	N/C
Cloth Front Bucket Seats	N/C
Dark Palazzo Gray Cloth Bucket Seats w/Armrests	\$115.00
Agate Black Metallic	\$200.00
Vehicle Maintenance Monitor	\$45.00
4.10 Limited-Slip Axle Ratio	\$325.00
Reverse Sensing System	\$295.00
Long-Arm Manual-Folding Heated Pwr Adjusting Mirrors	\$220.00
Extended Length Running Boards	\$655.00
Perimeter Alarm	\$155.00
Back Up Alarm	\$145.00
2 Additional Keys (4 Total)	\$75.00
110V/400W Power Outlet	\$215.00

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

Prepared for:

City Of Bloomington

Prepared by: THOMAS SULLIVAN

02/10/2021



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2021 Transit-350 Cargo RWD Low Roof Van 148" WB Base (W1Y)

Price Level: 115 | Quote ID: bltransit

<i>As Configured Vehicle</i>	MSRP
Upfitter Package	\$610.00
Aux Heater & A/C Prep Pkg w/o Rear Controls	\$100.00
Cruise Control w/Adjustable Spd Limiting Device (ASLD)	\$325.00
Radio: AM/FM Stereo w/HD/SiriusXM/SYNC 3/Nav	\$1,095.00
Fixed Rear Cargo Door & Passenger-Side Glass	\$425.00
Privacy Glass	\$225.00
Load Area Protection Package	\$485.00
Engine: 3.5L PFDi V6 Flex-Fuel	Included
Transmission: 10-Spd Automatic w/OD & SelectShift	Included
GVWR: 9,500 lbs	Included
Tires: 235/65R16C 121/119 R AS BSW	Included
Wheels: 16" Silver Steel w/Black Hubcap	Included
Large Center Console	Included
Auxiliary Fuse Panel	Included
Dual AGM Batteries (70 Amp-hr Each)	Included
Modified Vehicle Wiring System	Included
SYNC 3 Communications & Entertainment System	Included
Rear-Window Defroster	Included

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Prepared for:

City Of Bloomington

Prepared by: THOMAS SULLIVAN

02/10/2021



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2021 Transit-350 Cargo RWD Low Roof Van 148" WB Base (W1Y)

Price Level: 115 | Quote ID: bltransit

<i>As Configured Vehicle</i>	MSRP
Rearview Mirror	Included
Front & Rear Vinyl Floor Covering	Included
SUBTOTAL	\$44,205.00
Destination Charge	\$1,695.00
TOTAL	\$45,900.00

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Prepared for:

City Of Bloomington

Prepared by: THOMAS SULLIVAN

02/10/2021

Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

**2021 Transit-350 Cargo RWD Low Roof Van 148" WB Base (W1Y)**

Price Level: 115 | Quote ID: bltransit

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
W1Y	Base Vehicle Price (W1Y)	\$38,495.00
Packages		
101A	Order Code 101A <i>Includes:</i> - Engine: 3.5L PFDi V6 Flex-Fuel Includes port injection. - Transmission: 10-Spd Automatic w/OD & SelectShift Includes auxiliary transmission oil cooler. - GVWR: 9,500 lbs - Tires: 235/65R16C 121/119 R AS BSW - Wheels: 16" Silver Steel w/Black Hubcap	N/C
Powertrain		
998	Engine: 3.5L PFDi V6 Flex-Fuel <i>Includes port injection.</i>	Included
44U	Transmission: 10-Spd Automatic w/OD & SelectShift <i>Includes auxiliary transmission oil cooler.</i>	Included
X4L	4.10 Limited-Slip Axle Ratio	\$325.00
STDGV	GVWR: 9,500 lbs	Included
Wheels & Tires		
STDTR	Tires: 235/65R16C 121/119 R AS BSW	Included
STDWL	Wheels: 16" Silver Steel w/Black Hubcap	Included
Seats & Seat Trim		
21L	Dark Palazzo Gray Cloth Bucket Seats w/Armrests <i>Includes 2-way manual driver seat with lumbar and 2-way manual passenger seat.</i>	\$115.00
C	Cloth Front Bucket Seats	N/C
Other Options		
PAINT	Monotone Paint Application	STD

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

Prepared for:

City Of Bloomington

Prepared by: THOMAS SULLIVAN

02/10/2021



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2021 Transit-350 Cargo RWD Low Roof Van 148" WB Base (W1Y)

Price Level: 115 | Quote ID: bltransit

As Configured Vehicle (cont'd)

Code	Description	MSRP
148WB	148" Wheelbase	STD
544	Long-Arm Manual-Folding Heated Pwr Adjusting Mirrors <i>Includes turn signals.</i>	\$220.00
68J	Extended Length Running Boards <i>Covers the A-B pillar driver-side and A-C pillar passenger-side.</i>	\$655.00
17B	Fixed Rear Cargo Door & Passenger- Side Glass <i>Includes:</i> <i>- Rear-Window Defroster</i> <i>- Rearview Mirror</i>	\$425.00
92E	Privacy Glass <i>Provides protection of vehicle occupant(s) and occupant personal belongings. The glass also provides occupant comfort by helping to reduce vehicle cool-down time.</i> <i>Includes:</i> <i>- Rear-Window Defroster</i>	\$225.00
60C	Cruise Control w/Adjustable Spd Limiting Device (ASLD) <i>The ASLD feature is great for city driving; it allows the driver to set an upper speed limit for the vehicle. If the vehicle begins to approach the upper speed limit then audible and visual warning are given.</i>	\$325.00
67E	Large Center Console <i>Includes an integrated shifter, a dual cup holder and an additional storage area.</i>	Included
16E	Front & Rear Vinyl Floor Covering <i>Includes wheel well liners.</i>	Included
87E	Auxiliary Fuse Panel <i>Includes high spec interface connector.</i> <i>Includes:</i> <i>- Dual AGM Batteries (70 Amp-hr Each)</i> <i>- Modified Vehicle Wiring System</i> <i>Includes modified vehicle connections for customized wiring harness provisions.</i>	Included
53K	Modified Vehicle Wiring System <i>Includes modified vehicle connections for customized wiring harness provisions.</i>	Included
584	Radio: AM/FM Stereo w/HD/SiriusXM/SYNC 3/Nav <i>Includes 8.0" colored multi-function touch screen, Bluetooth, audio input jack, dual USB ports and 4 speakers (front).</i> <i>Includes:</i> <i>- SYNC 3 Communications & Entertainment System</i> <i>Includes 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.</i>	\$1,095.00
63E	Dual AGM Batteries (70 Amp-hr Each)	Included

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

Prepared for:

City Of Bloomington

Prepared by: THOMAS SULLIVAN

02/10/2021

Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

**2021 Transit-350 Cargo RWD Low Roof Van 148" WB Base (W1Y)**

Price Level: 115 | Quote ID: bltransit

As Configured Vehicle (cont'd)

Code	Description	MSRP
61C	Vehicle Maintenance Monitor <i>Includes engine hour meter. Depending on the engine, this feature will display engine hour meter, oil life, oil level and tire pressure status.</i>	\$45.00
90D	110V/400W Power Outlet <i>High-power outlets deliver up to 400 watts of power, allowing drivers to easily charge smaller corded tools, battery chargers or mobile devices on-site.</i>	\$215.00
67C	Upfitter Package <i>Includes high capacity upfitter switches. Includes: - Large Center Console Includes an integrated shifter, a dual cup holder and an additional storage area. - Auxiliary Fuse Panel Includes high spec interface connector. - Dual AGM Batteries (70 Amp-hr Each) - Modified Vehicle Wiring System Includes modified vehicle connections for customized wiring harness provisions.</i>	\$610.00
59D	Perimeter Alarm	\$155.00
86F	2 Additional Keys (4 Total) <i>Includes key fobs.</i>	\$75.00
43R	Reverse Sensing System	\$295.00
62C	Aux Heater & A/C Prep Pkg w/o Rear Controls <i>Includes stub lines for delivery of coolant/refrigerant for easy addition of an aftermarket rear heater and A/C system. Requires aftermarket upfit of a climate control system.</i>	\$100.00
96D	Load Area Protection Package <i>Includes full-height polypropylene cargo area panels. Includes: - Front & Rear Vinyl Floor Covering Includes wheel well liners.</i>	\$485.00
43B	Back Up Alarm <i>Includes 102 dB(A) warning capability.</i>	\$145.00

Emissions

425	50-State Emissions System	STD
-----	---------------------------	-----

Interior Color

CK_01	Dark Palazzo Gray	N/C
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Exterior Color

UM_01	Agate Black Metallic	\$200.00
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Upfit Options

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

Prepared for:

City Of Bloomington

Prepared by: THOMAS SULLIVAN

02/10/2021

Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423



2021 Transit-350 Cargo RWD Low Roof Van 148" WB Base (W1Y)

Price Level: 115 | Quote ID: bltransit

As Configured Vehicle (cont'd)

Code	Description	MSRP
CD-02	Shop Manual	\$385.00
	<i>CD ROM Shop Manual</i>	
D-001	Delivery	\$185.00
MV-0001	Prisoner Insert	\$29,849.00
SUBTOTAL		\$74,624.00
Destination Charge		\$1,695.00
TOTAL		\$76,319.00

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

Prepared for:

City Of Bloomington

Prepared by: THOMAS SULLIVAN

02/10/2021



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2021 Transit-350 Cargo RWD Low Roof Van 148" WB Base (W1Y)

Price Level: 115 | Quote ID: bltransit

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$38,495.00
Options	\$5,510.00
Colors	\$200.00
Upfitting	\$30,419.00
Fleet Discount	\$0.00
Destination Charge	\$1,695.00
Subtotal	\$76,319.00
<i>Discount Adjustments</i>	
Discount Adjustments	-\$13,461.00
(percentage calculations do not include Upfitting pricing)	
Total	\$62,858.00

* Vehicle is exempted from Federal Excise Tax.

Customer Signature

Acceptance Date

Order Placement Form

Miles Chevrolet was awarded state contract # 19-416CMS-BOSS4-P-11454 for the

2021 Chevrolet Tahoe PPV Police Interceptor☐ **\$ 35,756.00**

2WD 9C1 Pursuit Rated

☐ **\$ 38,956.00**

4WD 5W4 Special Service*

☒ **\$ 39,556.00**

4WD 9C1 Pursuit Rated

*The SSV is not pursuit rated (top speed 98 mph), has 18" Aluminum Wheels & the Premium Smooth Ride Suspension Pkg.

State Bid Base Equipment Includes:

Police Pursuit Rated.
Center Console - Delete
Headlamp & Taillamp Flasher
Night Saver LED Dome Light
Programmable Door Locks
100 Watt Siren Speaker
Underbody Skid Plate
Frame Mounted Recovery Hooks
DRL On/Off Switch

5.3L E15 EcoTec3 V8 Engine
10-Speed Auto Transmission
Transmission Oil Cooler
Anti-Lock Frt & Rr Disc Brakes
Locking Rear Differential (3:23)
20" Painted Steel Wheels (9C-1)
P275/55/R20SL Pursuit Rtd Tires
Full Size Spare Tire
Full Length Running Boards

HD Black Vinyl Floor Covering
Cloth Front 40/20/40 Power Seat
Vinyl Rear 60/40 Bench Seat
AM/FM 8" Touch Screen Audio
Bluetooth w/ Hands Free Controls
Intermittent Rain Sensing Wipers
Driver & Passenger Air Bags
250 Amp Alternator
900 CCA Primary Battery

Deep Tinted Glass
Air Conditioning
Rear Heat & Air
Rear Window Defogger
Keyless Entry (2)
Heated Power Mirrors
Power Windows & Locks
Tilt & Cruise Control
110 Power Outlets

All fleet Tahoes come with the GM 5-year / 100,000 mile drivetrain warranty and free roadside assistance.

**Police Package: Includes all equipment listed below for:****\$ 844.00**

LH LED Spotlight
Auxiliary Battery 760 CCR
Third Row Seat - Delete
Tire Pressure Monitors
Analog Instrumentation
Rear Vision Camera

Grille Light & Speaker Wiring (6J3)
Power supply - (4) 30-amp circuits
Headliner Wiring Harness
100 Amp - Rear Electrical Center
Trailer Hitch w/ 7 Wire Harness
Android & Apple CarPlay Capability

Horn & Siren Wiring (6J4)
Console & Cargo Ground Wires
External Engine Oil Cooler
High Capacity HD Radiator
Hitch Guidance System
StabiliTrak & Hill Start Assist

Outside Mirror Wiring (T66)
HD Brakes w/16" Rotors
Front Brembo HT Calipers
Vehicles "Keyed" Alike
4 Additional Key Fobs
In State Delivery

Additional Options - X Please check all options desired

☐	Disable Rear Door Functions	\$	130.00
☐	Engine Block Heater	\$	100.00
☐	Carpet	\$	190.00
☐	Bucket Seats w/ Factory Console #	\$	350.00
☐	Push Bumper	\$	690.00
☐	HD Rubber Floor Mats (4)	\$	140.00
☐	Cloth Second Row Seat (vinyl Std)	\$	N/C
☐	Delete Spotlight	\$	-150.00
☐	Remote Start	\$	300.00

☐	Splash Guards (Molded Front & Rear)	\$	245.00
☒	Corner LED 4 (White, Blue or Red)	\$	1378.00
☒	Rear Cargo Lid Lights (Red & Blue)	\$	590.00
☒	Delete DRL & Automatic Headlamps	\$	50.00
☐	Rear Camera Mirror	\$	475.00
☒	Undercoating - Sound Shield	\$	199.00
☒	Safety Package #	\$	395.00
☐	Illinois Title & Municipal Police Plates	\$	158.00

Safety Package includes: Forward Collision Alert; Lane Keep Assist & Lane Departure Warning; Automatic Emergency Braking; Front Pedestrian Braking; Following Distance Indicator. **(Safety Package required with Bucket Seats w/ Factory Console)**

Exterior Colors

☒ Black ☐ Gray ☐ Dark Blue
☐ White ☐ Belge ☐ Satin Steel ☐ Victory Red + \$795.00

City, County or Village City of Bloomington Tax Exemption # E99
Address _____ City _____ State _____ Zip _____
Contact Person _____ Phone _____ Email _____
Total Price \$ 43,012.00 Quantity 1 Grand Total \$ _____

Tom Wene, Fleet Mgr.
(217) 872-2070

Miles Chevrolet
Fax: (217) 872-2069

150 W. Pershing Rd. Decatur, IL 62526
EMAIL: twene@vtalg.com

Idle Reduction Technologies Available from the Factory

January 2020

At a Glance

Idle reduction technologies (IRTs) are technologies that reduce fuel consumption and fuel costs. Initially, these devices were sold as aftermarket add-ons to vehicles, especially police vehicles. Though the aftermarket add-ons are effective and have been implemented in several large cities, more recent technological developments from vehicle manufacturers may have made aftermarket IRTs for non-hybrid vehicles unnecessary in most applications. For the Police Department, staff recommends implementing the purchase of hybrid vehicles with IRTs as vehicles are replaced, when appropriate, rather than purchasing aftermarket IRTs that would have to be quickly phased out of the fleet as vehicles are replaced. Hybrid vehicles with IRTs have a higher initial cost, but show a higher reduction in fuel consumption and cost than aftermarket IRTs added to a non-hybrid vehicle. For the Fire Department, a few fire apparatus in the City have diesel generators that help reduce fuel consumption, but they do not power for all equipment, including air conditioning and heating. Adding a diesel generator to fire apparatus would be cost-prohibitive. However, staff recommends continuing to purchase fire apparatus with diesel generators when appropriate.

Scope

Professor Emeritus William Rua met with council members, the city manager, and the Public Works director to discuss, among other topics, anti-idling technologies, which are commonly known as IRTs. The city manager directed staff to research the feasibility of these technologies to reduce fuel consumption and fuel costs. Staff's research is independent of Rau's initial findings, but builds on the information he provided, such as providing an update to the IRT efforts in Columbus, Ohio.

Background

Fleet Management continues to follow Strategic Plan and Comprehensive Plan goals to consider ways to "green the fleet" in responsible and practical matters. The City's Strategic Plan specifically calls for the incorporation of "green sustainable" concepts into the City's development and plans. In addition, the City's Comprehensive Plan includes the goal and objective to reduce air pollutants and other impacts produced by transportation, which includes ongoing reductions in greenhouse gas emissions from transportation sources.

Based on the most recent calculations, the city has 191 vehicles that run on alternative fuel, including 6 hybrid vehicles. In addition to these measures, The City has an existing citywide anti-idling policy, and the Police Department and Fire Department each have internal anti-idling policies. However, these policies rely on compliance and knowledge of the specifics of the anti-idling policy in order to comply. This is not to say that the policies are ineffective, but IRTs, especially on hybrid vehicles, are an additional, easy way to prevent unnecessary idling.

Findings

Descriptions of Idle Reduction Technologies

Much of the information in this section is found in a 2016 case study by Russel J. Owens and Michael D. Laughlin titled "Case Study - Idling Reduction Technologies for Emergency Service Vehicles." Additional information for each IRT (apart from engine control unit modifications), as well as information from individual agencies that have used each system, are available in this study. The study provides further insight that is not provided in the memorandum and is recommended for further reading. Although the study was written prior to the introduction of factory battery auxiliary power units, much of the information is useful for background information. Out of these options, staff recommends implementing factory battery auxiliary power units, which are available on hybrid vehicles, to reduce idling in police and other patrol vehicles that frequently idle as a requirement to keep electrical equipment running.

Benefits of IRTs¹

- Reduce emissions and improve air quality for neighborhoods and those on the scene
- Reduce noise pollution to keep neighborhoods quieter and make communication easier
- Reduce operating costs and improve vehicle life
- Reduce fuel usage and cost
- Units may be able to pay for themselves, depending on system, savings, and battery costs

Common Types of IRTs¹

- Battery auxiliary power unit (APU)
- Diesel combustion engine APU
- Managed engine stop/start system
- Electrified parking spaces (EPS)
- Engine control unit (ECU) modifications

Another type of IRT, which is similar to a managed engine stop/start system, is an automatic shutoff that many passenger vehicles have that shut the engine off at a stoplight or in heavy traffic. However, this type of system does not address the issues faced by police and fire departments that may be required to have vehicles idling for an hour or more to keep equipment running. Some vehicles in the City of Bloomington use this technology.

Battery Auxiliary Power Unit¹

- Bank of deep-cycle batteries and a controller to manage the use of stored energy
- Either always engaged or have to be manually engaged
- Power electrical loads (i.e. emergency lights, interior lights, onboard electronic equipment, and sometimes HVAC) for the vehicle and attached equipment
- May be charged with stored energy and/or grid electrical power
- Multiple manufacturers for aftermarket applications including Stealth Power, ZeroRPM, and GRIP
- Aftermarket batteries may need to be replaced every 2-3 years
- Available from the factory for the 2020 Ford Police Interceptor Utility Hybrid SUV
- Most prevalent IRT chosen for police vehicles and ambulances
- Not available for firetrucks at this time

Columbus, Ohio Results²

In 2014, the City of Columbus, Ohio began using a battery APU, known as GRIP Idle Management (GRIP), on approximately 300 new police cruisers, using state grant funds. These aftermarket devices allowed the cruisers to reduce idling and reduce fuel consumption. The technology stops and restarts a cruiser automatically without affecting the on-board power needs that are essential to operate computers and radio communications. However, with the introduction of the Ford Police Interceptor Utility hybrid, the City of Columbus began phasing out the GRIP units and purchasing the hybrids instead. Additional information is available in the "Comparing Aftermarket and Factory Battery Auxiliary Power Units."

Diesel Combustion Engine Auxiliary Power Unit¹

- Uses a diesel generator that uses fuel from the main-engine fuel tank
- Can supply electric loads directly or charge deep-cycle batteries
- Engages after a certain amount of time idling
- Power electrical loads (i.e. emergency lights, interior lights, onboard electronic equipment, and sometimes HVAC) for the vehicle and attached equipment
- If using a deep-cycle battery, can also be charged with grid electrical power
- High maintenance cost, potentially high install cost
- Not typically used for police vehicles and ambulances due to size
- Most prevalent IRT chosen for firetrucks

Electrified Parking Space¹

- Grid electrical power kiosk that provides power for electrical loads (i.e. emergency lights, interior lights, onboard electronic equipment, and sometimes HVAC) for the vehicle and attached equipment
- Drivers park next to the kiosk, connect the required power and HVAC, and then turn the vehicle engine off
- Stays operational as long as the vehicle is connected
- Only useful if vehicles park in the same location throughout the year (i.e. ambulance regularly parked at a dispatch location far from the fire station)

Managed Engine Stop/Start System¹

- Electronic controller that monitors battery charge and engine start/stop
- Some use a deep-cycle starter battery, while others ad a separate deep-cycle storage battery
- Automatically shuts down engine after vehicle is in Park and has idled for a set period of time
- Monitors battery voltage and restarts the engine when voltage drops below a define safe operating threshold, and the engine then partially recharges the battery using the alternator
- Subsequent engine shutdowns are shorter
- Electric devices powered by the battery
- Run time depends on power draw
- Low capital cost
- Easy to install

ECU Modifications^{3,4}

- Uses software to modify the vehicle's ECU to increase performance and efficiency during idling
- Vehicles still idle, but at a lower RPM, which can have some of the benefits of the other systems
- Low comparative cost
- Derive Efficiency and others sell this service
- Not as effective as other technologies

Ontario, California Results³

In June 2016, the city used Derive Efficiency to calibrate five vehicles in its fleet, identifying five additional cars as control vehicles, said Craig Grabow, fleet services manager for the city. Three of the calibrated vehicles were from the Police Department, while two were from Utilities and Parks & Maintenance. Grabow had the police vehicles — a Ford Police Interceptor Utility, a Ford Crown Victoria, and a Chevrolet Tahoe PPV — calibrated for improved performance and efficiency during idling. He had two trucks — a Ford F-150 and a Chevrolet Silverado — calibrated for high fuel efficiency as well as reduced fuel use during idling. Grabow said the vehicles in the pilot on average idle 56% of the time, and average fuel consumption is 140 gallons per month, per vehicle. Using Derive's engine optimization software, the vehicles consumed 22.5 gallons less per month on average per vehicle. Using an average cost per gallon of \$2.78, the average savings in fuel is calculated to be \$62.55 per month, or \$750.60 per year, per vehicle.

Comparing Aftermarket and Factory Battery Auxiliary Power Units

Using verified data provided by Ford Motor Company and local vendors, combined with information from GRIP, other municipalities, and local data, staff developed a table that shows a comparison between aftermarket and factory battery auxiliary power units, including price, predicted fuel consumption reduction, and predicted fuel cost reduction. The data shows that purchasing a hybrid Ford Police Interceptor Utility with IRT, with an estimated cost difference of \$3,375 from a standard Ford Police Interceptor Utility, would have a 1.2-year payback period and an annual fuel savings of 1,273 gallons or \$2,763 with the current average fuel price. To add equivalent IRT technology to a standard Ford Police Interceptor Utility would cost about \$3,000, not including installation, maintenance, or impacts to vehicle warranty, and would have a 2.2-year payback period and an annual fuel savings of 622 gallons or \$1,351 with the current average fuel price. The data shows that purchasing the hybrid Ford Police Interceptor Utility is more cost-effective and saves more gallons of fuel than adding IRT to a standard Ford Police Interceptor Utility. Additional data is found in the table on the next page.

Idle Reduction Comparison

Ford Police Interceptor Utility 3.7L AWD No IRT

20,000	Miles driven per year
17	MPG-Projected EPA estimated combined rating
1176	Gallons of fuel consumed per Year

4.9	Hours idling per 8 hour shift
0.464	Gallons of fuel consumed per hour
2	Shifts per day
365	Days per year
1660	Gallons of fuel consumed per year

2,836	Total Gallons of fuel consumed per year
\$2.17	Average fuel price
\$6,155	Annual Fuel Cost

Ford Police Interceptor Utility HEV AWD (Hybrid) Includes IRT from Factory

20,000	Miles driven per year
24	MPG-Projected EPA estimated combined rating
833	Gallons of fuel consumed per Year

4.9	Hours idling per 8 hour shift w/ IRT
0.204	Gallons of fuel consumed per hour*
2	Shifts per day
365	Days per year
730	Gallons of fuel consumed per year

*56% reduction in fuel consumption per manufacturer

1563	Total gallons of fuel consumed per year
\$2.17	Average fuel price†
\$3,392	Annual fuel cost
1,273	Gallons of fuel saved per year
\$2,763	Annual savings

† Based on 12-month average from monthly reports

# Years	4	5	6
Fuel Reduction	5,093	6,366	7,639
Savings	\$11,052	\$13,814	\$16,577

\$3,375	Estimated Cost
1.2	Years Payback

Ford Police Interceptor Utility 3.7L AWD w/ GRIP Anti-Idle System

20,000	Miles driven per year
17	MPG-Projected EPA estimated combined rating
1176	Gallons of fuel consumed per Year

4.9	Hours idling per 8 hour shift w/ IRT
0.290	Gallons of fuel consumed per hour†
2	Shifts per day
365	Days per year
1037	Gallons of fuel consumed per year

†37.5% reduction in fuel consumption per manufacturer

2214	Total gallons of fuel consumed per year
\$2.17	Average fuel price†
\$4,804	Annual fuel cost
622	Gallons of fuel saved per year
\$1,351	Annual savings

# Years	4	5	6
Fuel Reduction	2,490	3,112	3,734
Savings	\$5,403	\$6,753	\$8,103

\$3,000	Estimated Cost‡
2.2	Years Payback

‡ Hardware cost, does not include installation, maintenance, or impacts to vehicle warranty

Recommendations

Staff recommends purchasing hybrid vehicles with IRT from the factory, when appropriate, rather than purchasing standard vehicles and adding IRT, especially for cars and SUVs that are traditionally required to run specialty equipment by idling with a vehicle running, such as some Police Department and Fire Department vehicles. This may increase the budgeted amount for each vehicle, but with a predicted payback period of about 1.2 years per vehicle, and the immediate reduction in fuel consumption and fuel costs, hybrid vehicles with IRT are the best option to keep in line with Strategic Plan and Comprehensive Plan goals as well as reduce fuel costs in the long term. For larger vehicles in the Fire Department, staff recommends continuing to purchase fire apparatus with diesel generators when appropriate.

References

¹ Owens, R. J., & Laughlin, M. D. (2016). Case Study - Idling Reduction Technologies for Emergency Service Vehicles. Argonne, Illinois.

² City of Columbus Division of Fleet Management. (2019). Green Fleet Action Plan 2019-2021, 2019 Mid-Year Update. Columbus, Ohio.

³ Government Fleet. (2019, April 5). Calif. City Reduces Fuel Use With Vehicle Calibration. Retrieved from Government Fleet: <https://www.government-fleet.com/139728/calif-city-reduces-fuel-use-with-vehicle-calibration>

⁴ Government Fleet. (2015, March 9). Police Fleet Slashes Idle Fuel Costs by 26%. Retrieved from Government Fleet: <https://www.government-fleet.com/128326/fla-police-fleet-slashes-idle-fuel-costs-by-26>



CONSENT AGENDA ITEM NO. 8.E

FOR COUNCIL: March 22, 2021

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

STRATEGIC PLAN LINK:

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

STRATEGIC PLAN SIGNIFICANCE:

- Objective 2c. Functional, well maintained sewer collection system
- Objective 2b. Quality water for the long term
- Objective 1d. City services delivered in the most cost-effective, efficient manner
- Objective 1a. Budget with adequate resources to support defined services and level of services

BACKGROUND: Public Works is recommending 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; and (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.

Public Works is also requesting authorization to dispose of the six replaced units (with an estimated resale value of \$45,000.00) by public auction. It should be noted that since these vehicles are specialized, they are not a viable fit for a bidding process. All units will include an extended engine and emission after treatment warranty for 60 months/100,000 miles.

Four of these units are the City's standard 12-yard, single-axle dump truck with 11-foot snowplow. They will be used for hauling rock, spoil, bulk, and brush; spreading salt; and plowing snow.

The fifth unit is used daily to haul spoil, rock, and dirt to and from scheduled water line repairs as well as emergency water main break repairs.

The sixth unit is a low-profile style dump truck that will have an 8.5-foot bed and an 11-foot snowplow. This unit will be used for snow and ice removal in the downtown area, to pull a Falcon Hot Box to repair potholes throughout the city, and to haul spoil, rock, and dirt for sewer repairs.

All six units will have the stainless-steel dump beds swapped to the new chassis, saving approximately \$18,000.00 each for a total savings of \$108,000.00.

The first unit, R24, is in the Solid Waste Division of Public Works and is a 2006 International 7400 that is 15 years old with 160,132 miles and 17,916 hours. The maintenance cost to date for the unit is \$126,846.73. Recent maintenance areas with this unit have included issues with the hydraulic system, engine electrical and lights, air brake system, starting system, suspension, exhaust system, steering, fuel system, and electrical system corrosion. The replacement unit will cost \$167,087.91 and will be paid via the Capital Lease. The budgeted amount is \$177,187.00.



The next unit, R32, is in the Solid Waste Division of Public Works and is a 2008 International 7400 that is 13 years old with 101,158 miles and 11,460 hours. Maintenance cost to date for this unit is \$127,069.34. Recent issues with this unit have included the HVAC system, hydraulic system, engine cooling sensors, lighting system, door hinges, cab mounts, air system, brake system, steering issues, and fuel system. The replacement unit will cost \$167,087.91 and will be paid via the Capital Lease. The budgeted amount is \$177,187.

The third unit, R33, is in the Solid Waste Division of Public Works and is a 2006 International 7400 that is 15 years old with 159,233 miles and 17,960 hours. Maintenance cost to date for this unit is \$115,814.29. Recent issues with this unit have included the hydraulic system, wheel hub, chassis electrical, air brake system, engine cooling system, cab mounts, exhaust system, dump body repairs, alternator, starter, and air tank rusted through. The replacement unit will cost \$167,087.91 and will be paid via the Capital Lease. The budgeted amount is \$177,187.



Unit R34, in the Solid Waste Division of Public Works, is a 2006 International 7400 with 131,389 miles and 15,520 hours. It is 15 years old, and the maintenance cost to date for this unit is \$117,140.60. Recent issues with this unit have included the hydraulic system, starting system, exhaust system, dump bed repairs, air brake system, HVAC system, engine electrical, lighting system, engine cooling system, and fuel system. The replacement unit

will cost \$167,087.91 and will be paid via the Capital Lease. The budgeted amount is \$177,187.

The fifth unit, W18, located in the Water Transmission and Distribution Division, is a 2007 International 7400 with 73,471 miles and 6,410 hours. It is 14 years old, and the maintenance cost to date is \$66,954.43. Recent issues with this unit have included engine cylinder head gasket replacement, engine wiring problems, starting problems, power take-off problems, leaking, engine oil leaks, engine cam shaft replacement, body electrical, and exhaust cooler. The replacement unit will cost \$118,897.03 and will be paid via the capital lease. The budgeted amount is \$164,455.00.



The sixth and final unit, S19, located in the Sanitary Sewer Division of Public Works is a 2006 International 7400 dump truck that is 15 years old with 66,184 miles and 7,392 hours. Maintenance cost on this unit is \$98,936.60. Recent issues with this unit have included the engine cooling system, lights, starting system, hydraulic system, exhaust, HVAC system, dump body repairs, air brake system, air tanks and oil pan rusted through. The replacement unit will cost \$161,505.04 and will be paid via the capital lease. The budgeted amount is \$186,630.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this expenditure is necessary, because they will be used to perform the various duties of Public Service Division and Water Division tasks.

The Solid Waste Fund is an Enterprise Fund that generates fees for funding its operations. Solid Waste Fund 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. 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.

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.

The Sanitary Sewer Fund is an Enterprise Fund that generates fees for funding its operations. 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. 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: The Public Works Department has budgeted \$1,059,833.00 for the purchase of the units. The total cost of the units is \$948,753.71.

Four of the units totaling \$668,351.64 will be paid using the Capital Lease-Capital Outlay Licensed Vehicle account (40110143-72130) for the Solid Waste Division.

The Sanitary Sewer unit totaling \$161,505.04 will also be paid out of the Capital Lease-Capital Outlay Licensed Vehicle account (40110143-72130) for the Sanitary Sewer Division.

Stakeholders can locate the Solid Waste and Sanitary Sewer vehicles in the FY 2021 Budget Book titled "Other Funds & Capital Improvement" on pages 88, 94 and 95.

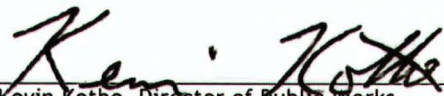
The Water funded item is included in the FY 2021 Budget at \$164,455.00. The cost of the unit is \$118,897.03 and will be paid from the Water Transmission-Capital Outlay Licensed Vehicle account (50100120-72130). Stakeholders can locate this in the FY 2021 Budget Book titled "Other Funds & Capital Improvement" on pages 94 and 121.

COMMUNITY DEVELOPMENT IMPACT: Goal NE-5. Provide more efficient and sustainable municipal solid waste management, Objective NE-5.1. Reduce the amount of waste and toxicity going to the landfill; 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, 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.

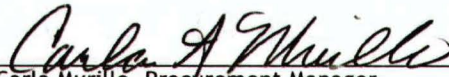
Respectfully submitted for Council consideration.

Prepared by: Rob Krones, Superintendent of Fleet Management

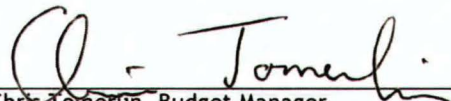
Reviewed by:


Kevin Kothe, Director of Public Works

3/10/2021


Carla Murillo, Procurement Manager

3/11/2021


Chris Tomerlin, Budget Manager

3/11/2021


Jeffrey R. Jurgens, Corporation Counsel

3/15/2021


Tara Henry, Legislative Assistant

3/17/2021

Recommended by:


Tim Gleason, City Manager

Attachments:

- PW 7B Proposal 1 Rush Truck Centers_Redacted
- PW 7C CIT Trucks Sourcewell Proposal FY21_Public Works Dump Truck Replacements 03222021
- PW 7D Proposal Rush Truck Sourcewell



New Truck Proposal
Single Axle Dump Truck Specifications
State of Illinois Contract # 19-416-CMS-BOSS4-P-8607

CONTACT NAME	Rob Krones	DATE:	03/02/21
BUYER INFORMATION	City of Bloomington	Jeff Courson	
ADDRESS	109 E. Olive Street	Sales Consultant	
CITY/ STATE/ ZIP	Bloomington / IL / 61701-5219	3441 Gatlin Drive	Springfield, IL 62707
PHONE/ FAX/ EMAIL	(309)434-2296 / rkrones@cityblm.org	Ofc: 217-298-5041	
FEIN # / TAX EXEMPT # / COUNTY	B9994-9903-07 / McLean	Email: coursonj@rushenterprises.com	

2022 INTERNATIONAL HV507 SFA 4X2 / 177" WHEELBASE/ 102" CAB TO AXLE
120,000 PSI/ 2,654,000 RBM single frame rail w/ 20" front frame extension
CUMMINS L9 300HP/ 860# TORQUE with GRID HEATER
3000RDS Allison Six (6) speed transmission with column shifter
External Oil Cooler / Transmission TCM mounted inside cab
Transmission temp. gauge/ Hour meter/ Plow light Switch
Warning Lights & Alarm for Low Coolant, Low Oil PSI, Engine Temp.
"Winter/Summer" Air Cleaner w/ In-Dash Filter Minder
Horton Two-Speed Fan Drive/ Front Engine PTO/ Block Heater
16,000# Front Axle & Suspension w/ 2000# aux. overloads & HD shocks
21,000# Rear axle with 23,500# susp. & 4500# Multi-leaf aux / SPL type drivelines
Air Brakes w/ 18.7 cfm air compressor/ Bendix air dryer/ DV2 Heated drain valve
Automatic slack adjusters/ Oil bath wheel seals/ Stationary front grille
Trailer brake package w/ 7-way ABS trailer plug/ Bodybuilder wires @ BOC
Tilt & Telescoping steering / Leece-Neville 190 amp alternator/ Delco starter
100 gallon 26" diameter alum fuel tank (driver side) w/ fuel water separator
9.5 gallon DEF tank mounted driver side
Three (3) Batteries @ 1980 CCA w/ battery box mounted right side BOC
Horizontal muffler mounted under cab w/ vert. exhaust pipe & turn out - 10' Height
Air horn/ Jump start stud/ L.E.D. cab marker lights/ Air ride cab
AM/FM/WB/Clock/Bluetooth radio / Air conditioning / Additional Power Source USB
Black heated mirrors with Black heated fender-mounted convex mirrors
Air ride driver seat with armrest/ Fixed passenger seat/ Daytime lights
315/80R22.5 Continental (20PLY) STEER TIRES w/ Gray Powder coat wheels
11R22.5 Continental (14PLY) DRIVE TIRES w/ Gray Powder Coat Wheels

PLEASE CIRCLE DESIRED GEAR RATIO:

6.14 (67 mph) / 6.43 (64 mph) / 6.83 (60 mph)

Please include copy of tax exempt form w/ your order.

All prices are F.O.B. Springfield, Illinois

Payment in full is due at time of delivery.

Jeff Courson - Sales Consultant

Signature of Buyer

Purchase Order Number (if applicable)

Please Circle Cab Color:
Red-2303 / IDOT Orange / Omaha Orange
School Bus Yellow / Blue 6800 / Blue Met-6E12
Green-5047 / White / Black

Sales price \$73,895.91

Options \$11,502.00

Body price \$81,332.00

Freight \$200.00

Sub-total \$166,929.91

Trade \$0.00

License/ Title \$158.00

Total \$167,087.91

Option List:

177"WB/102"CA w/Frame Extension	\$ 828
Omit Front PTO Adaptor Plate	\$ -141
Trans Dipstick - moved to right side	\$ 50
Front Tow Hooks	\$ 86
14K Front Axle/Springs/12R22.5 steer tires	\$-1045
*26K Rear Axle with 31K suspension	\$4,903
Bright Finish Htd/Power Mirrors	\$ 460
Heated Windshield	\$ 745
Power Windows/Locks	\$ 299
Omit Trailer Brake package	\$ -312
Body Builder Wiring to EOF	\$ 88
Keys Alike - Z250	\$ 27
Silicone Hoses - Radiator & Htr	\$ 281
50 Gal Fuel Tanks	\$ -178
2 Man Pass Seat W/Storage	\$ 230
White Powder Coated Wheels	\$ N/C
Automatic Traction Control	\$ 211
Goodyear Tires	\$ 295
60M/100K Cummins Warranty PP1 Inc Aftertreat	\$ 4380
Electric Trailer Brake wiring	\$ 295

Prepared For:
 City of Bloomington
 Rob Krohns
 109 E Olive St.
 Bloomington, IL 61701-5219
 (309)434 - 2426
 Reference ID: N/A

Presented By:
 RUSH TRUCK CENTERS
 Jeff Courson
 3441 Gatlin Road
 Springfield IL 62707 ~
 (217)718-2220

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2022 HV507 SFA (HV507)

AXLE CONFIG:	4X2
APPLICATION:	Front Plow and Wing with Spreader
MISSION:	Requested GVWR: 39000, Calc. GVWR: 40000 Calc. Start / Grade Ability: 31.13% / 2.74% @ 55 MPH Calc. Geared Speed: 68.6 MPH
DIMENSION:	Wheelbase: 177.00, CA: 102.00, Axle to Frame: 65.00
ENGINE, DIESEL:	{Cummins L9 300} EPA 2021, 300HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor RS-26-185} Single Reduction, 26,000-lb Capacity, R Wheel Ends Gear Ratio: 6.14
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 12R22.5 Load Range H ENDURANCE RSA (GOODYEAR), 482 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(4) 12R22.5 Load Range H G622 RSD (GOODYEAR), 482 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Multileaf Springs
FRAME REINFORCEMENT:	Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
PAINT:	Cab schematic 100WK Location 1: 9219, Winter White (Std) Chassis schematic N/A

<u>Code</u>	<u>Description</u>
HV50700	Base Chassis, Model HV507 SFA with 177.00 Wheelbase, 102.00 CA, and 65.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1ANA	AXLE CONFIGURATION {Navistar} 4x2
	<u>Notes</u> : Pricing may change if axle configuration is changed.
1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL
1GBP	FRAME REINFORCEMENT Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
1LLA	BUMPER, FRONT Swept Back, Steel, Heavy Duty
1WDS	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille
1WEV	WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm)
2ARV	AXLE, FRONT NON-DRIVING {Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity
3770	SPRINGS, FRONT AUXILIARY Rubber
3ADD	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 14,000-lb Capacity, with Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges, Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck
	<u>Notes</u> : When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.
4722	DRAIN VALVE {Bendix DV-2} Automatic, with Heater, for Air Tank
4AZJ	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System, with Automatic Traction Control
4EBT	AIR DRYER {Bendix AD-IP} with Heater
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Sqn Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 Sqn
4LAG	SLACK ADJUSTERS, FRONT {Gunitex} Automatic
4LGG	SLACK ADJUSTERS, REAR {Gunitex} Automatic
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VGN	AIR TANK Painted Aluminum, with Straight Thread O-Ring Ports
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab

<u>Code</u>	<u>Description</u>
4VKK	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Back of Cab, Perpendicular to Rail
4XDA	BRAKES, REAR {Meritor 16.5X8.625 CAST PLUS} Air S-Cam Type, Cast Spider, Cast Shoe, Double Anchor Pin, Size 16.5" X 8.625", 38,000-lb Capacity per Axle
4XDP	BRAKES, FRONT {Meritor 16.5X5 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 5", 14,600-lb Capacity
5710	STEERING COLUMN Tilting and Telescoping
5CAW	STEERING WHEEL 4-Spoke, 18" Dia., Black
5PSA	STEERING GEAR {Sheppard M100} Power
6DGC	DRIVELINE SYSTEM {Dana Spicer} SPL170, for 4x2/6x2
7BEV	AFTERTREATMENT COVER Steel, Black
7BLW	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
7WAZ	TAIL PIPE (1) Turnback Type
7WDM	EXHAUST HEIGHT 10'
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
	<u>Includes:</u>
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
	: STARTER SWITCH Electric, Key Operated
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
	: WIRING, CHASSIS Color Coded and Continuously Numbered
8518	CIGAR LIGHTER Includes Ash Cup
8GXE	ALTERNATOR {Leece-Neville AV160P2012} Brush Type, 12 Volt, 190 Amp Capacity, Pad Mount, with Remote Sense
8HAE	BODY BUILDER WIRING Rear of Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/ Accessory Power/Ground and Sealed Connector for Stop/Turn
8HAH	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud
8RMZ	SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input
8TKK	TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/Air Trailer ABS; with 30 Amp Fuse and Relay, Controlled by Ignition Switch
8TNP	AUXILIARY HARNESS 5.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications

<u>Code</u>	<u>Description</u>
8VAY	HORN, ELECTRIC Disc Style
8YUJ	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab
8WBW	JUMP START STUD Remote Mounted
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time
8WPH	CLEARANCE/MARKER LIGHTS (5) (Truck Lite) Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on
8WTK	STARTING MOTOR (Delco Remy 38MT Type 300) 12 Volt, Less Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9HAN	INSULATION, UNDER HOOD for Sound Abatement
9HBM	GRILLE Stationary, Chrome
9HBN	INSULATION, SPLASH PANELS for Sound Abatement
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WK"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10943	KEYS - ALL ALIKE Fleet - Includes Ignition and Cab Door Keys
10SLV	PROMOTIONAL PACKAGE Government Silver Package
10WKN	KEYS - ALL ALIKE, ID I-1624 Compatible with Z-250
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant, To -40 Degrees F/-40 Degrees C, Freeze Protection
12926	RADIATOR HOSES Silicone, Molded
12ESL	ENGINE, DIESEL (Cummins L9 300) EPA 2021, 300HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)
12THT	FAN DRIVE (Horton Drivemaster) Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed
	<u>Includes</u> : FAN Nylon
12UWY	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler

Code	Description
	<u>Includes</u>
	: DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12VAL	AIR CLEANER Dual Element, with Integral Snow Valve and In-Cab Control
12VHR	FEDERAL EMISSIONS {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2021
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12WBR	FAN OVERRIDE Manual; with Electric Switch on Instrument Panel, (Fan On with Switch On)
12WUL	BLOCK HEATER, ENGINE {Phillips} 120V/1000W, with "Y" Cord for Dealer Installed 120V/300W Oil Pan Heater
	<u>Includes</u>
	: BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines
13AVR	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
13WAW	OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type
13WDZ	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, S1 Performance in Primary and Fixed Programming in Secondary
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission
13WGH	TRANSMISSION DIPSTICK Relocated to Right Side of Transmission
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223
13WWV	NEUTRAL AT STOP OMIT
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission
14ARZ	AXLE, REAR, SINGLE {Meritor RS-26-185} Single Reduction, 26,000-lb Capacity, R Wheel Ends . Gear Ratio: 6.14
	<u>Notes</u>
	: Axle Lead Time is 60 Days
14SAL	SUSPENSION, REAR, SINGLE 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Multileaf Springs
15LNR	FUEL/WATER SEPARATOR {Racor 400 Series} with Primer Pump, Includes Water-In-Fuel Sensor, Mounted on Engine
15SGJ	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 16" Tank Depth, 50 US Gal (189L), Mounted Left Side, Under Cab
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab

<u>Code</u>	<u>Description</u>
16030	CAB Conventional, Day Cab
16975	HEATER HOSES Silicone
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GDC	GAUGE CLUSTER Base Level, English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display
16GHU	GRAB HANDLE, CAB INTERIOR (2) Safety Yellow
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel, Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16SEE	GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar
16SJX	MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Sides, Bright, Heated, 7.5" Sq.
16SMH	SEAT, TWO-MAN PASSENGER {National} Fixed Back, Integrated Headrest in Both Occupant Positions, Vinyl, with Under Seat Storage Compartment
16SNR	MIRRORS (2) C-Loop, Power Adjust, Heated, LED Clearance Lights, Bright Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width
	<u>Notes</u>
	: Mirror Dimensions are Rounded to the Nearest 0.5"
16VCC	SEAT BELT All Orange; 1 to 3.
16VKB	CAB INTERIOR TRIM Classic, for Day Cab
	<u>Includes</u>
	: CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket, Located Above Driver and Passenger
	: DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted
	: SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap
16VSL	WINDSHIELD Heated, Single Piece
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WHJ	HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16WSK	CAB REAR SUSPENSION Air Bag Type
16XJN	INSTRUMENT PANEL Flat Panel
16XWJ	WINDSHIELD WIPER BLADES Snow Type
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
27DUK	WHEELS, FRONT {Accuride 29169} DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs

<u>Code</u>	<u>Description</u>
28DUK	WHEELS, REAR (Accuride 29169) DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs
7382158102	(4) TIRE, REAR 12R22.5 Load Range H G622 RSD (GOODYEAR), 482 rev/mile, 75 MPH, Drive
7382158132	(2) TIRE, FRONT 12R22.5 Load Range H ENDURANCE RSA (GOODYEAR), 482 rev/mile, 75 MPH, All-Position

Services Section:

40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
40UDP	SRV CONTRACT, EXT CMS ENG/AFTR (Cummins) To 60-Month/100,000 Miles (160,000 km), Extended Cummins L9 Engine Coverage, Protection Plan 1 and Aftertreatment, (Truck Application Only)
1	Koenig Body – Dump Body, Plow and Spreader

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Factory List Prices:		
Product Items	\$137,671.00	
Service Items	\$3,780.00	
Total Factory List Price Including Options:		\$141,451.00
Freight Charge	\$2,350.00	
Total Freight:		\$2,350.00
Total Factory List Price Including Freight:		\$143,801.00
Less Customer Allowance:		(\$58,203.09)
Total Vehicle Price:		\$85,597.91
Total Body/Allied Equipment:		\$81,332.00
Total Sale Price:		\$166,929.91
Total Per Vehicle Sales Price:		\$166,929.91
Total For 4 Vehicle Sales:		\$667,719.64
Total Net Sales Excluding Taxes:		\$667,719.64
Title and License	\$632.00	
Total Taxes:		\$632.00
Net Sales Price:		\$668,351.64

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without
Seller's Authorized Signature

Official Title and Date

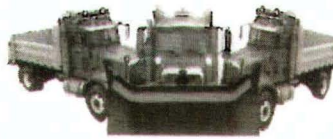
The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

KOENIG BODY AND EQUIPMENT, INC.

www.koenigbody.com

2428 Farmington Road, Peoria, IL 61604
Ph.: (309) 673-7435 or (800) 767-7406
Fax: (309) 673-6836



ASE Certified
Technicians

You name it... We can build it!

QUOTE [X]
ESTIMATE []
ORDER []

TRANSFER

TO: CITY OF BLOOMINGTON
ADDRESS: 109 EAST OLIVE STREET
CITY: BLOOMINGTON, IL 61720

DATE: 01/15/2021
PHONE: 434-2296
FAX: 434-2279

ATTN: ROB KRONES

INT HB507

WHITE

102"CT

30000RDS

TRUCK QUANTITY	WHEELBASE	COLOR	CAB TO AXLE	TRANSMISSION	NET PRICE
		DESCRIPTION			
1		HENDERSON 96" TGS "201 STAINLESS STEEL" 6" SPREADER:			
		- GEAR CASE DRIVE AUGER MOTOR			
		- 6" REVERSE FLIGHTED AUGER WITH POLY CONNECTOR			
		- 4-QUICK PULL PIN MOUNTING TO BODY, <u>SEE INTER CHANGEABILITY</u>			
		- 18" DIA. POLY SPINNER WITH SELF LEVELING MOUNTING TO TROUGH 201 SS			
		- 7 GA. 201 SS TROUGH & 1/4" HIGH GUSSET END PLATES			
		- HYD. JUMP HOSES W/POPPET QUICK COUPLERS			
		- 10 GA. 201 SS COVER W/3-POINT HINGEWS & LOCK LEVERS			
		- INSIDE BODY STAINLESS STEEL GATE CLOSURES, BOLTED TO 1/2" X 2 1/2"			
		FLAT BAR "INTERCHANGEABLE WITH <u>EXISTING 12' BODY UNITS</u>			
		- SPREADERS MUST <u>INTERCHANGE FROM BODY TO BODY</u>			
1		AFT CHASSIS TOW KIT:			
		- 10" DEEP CHANNEL FRAME W/SIDE GUSSETS FOR RECESS MOUNTING			
		- 15 TON PINTLE HOOK			
		- 3/4" D-RINGS #B40			
		- REINFORCE BARS & RIBS			
		- CHANNEL BAR LIGHT GUARD ON EACH SIDE OF TOW CHANNEL			
		- COMBO 7-WAY RV/4-WAY TRAILER RECEPTACLE			
		- NO BRAKE CONTROLLER			

PAGE 1

SALESMAN SIGNED: _____ CUSTOMER SIGNED: _____
Rush Trucks is facilitating the work with Koenig so their signature above is for all of the work.

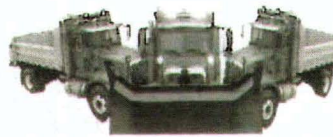
KOENIG BODY AND EQUIPMENT, INC.

www.koenigbody.com

2428 Farmington Road, Peoria, IL 61604

Ph.: (309) 673-7435 or (800) 767-7406

Fax: (309) 673-6836



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QUOTE [X]
ESTIMATE []
ORDER []

TRANSFER

TO: CITY OF BLOOMINGTON
ADDRESS: 109 EAST OLIVE STREET
CITY: BLOOMINGTON, IL 61720

DATE: 01/15/2021
PHONE: 434-2296
FAX: 434-2279

ATTN: ROB KRONES

INT HB507

WHITE

102"CT

30000RDS

TRUCK QUANTITY	WHEELBASE	COLOR	CAB TO AXLE	TRANSMISSION	NET PRICE
		DESCRIPTION			
1		WAUSAU SQH TRUCK PORTION PLOW HITCH:			
		- FLAT PLATE MOUNT WITH SPRING LOADED SINGLE LOCK & RELEASE LEVER			
		- ½ " CHECK PLATE MOUNTING PLATES			
		- MODIFY HOOD EMBLEM FOR SQH LIFT MOUNT			
		- LEFT HAND MOUNT H.P. QUICK COUPLER MANIFOLD WITH SINGLE LEVER			
		LOCK & RELEASE AND BOTTOM ACTIVATION			
		- SAFETY CHAIN & RING ON LOCK LEVER			
2		BACK UP CAMERA SYSTEM MOUNTED & PROTECTED IN REAR POST			
1		REMOVE ORIGINAL DUMP BODY AND STROBE CAB BAR			
		- REMOVE AND INSTALL NEW TAILGATE LINKAGE			
		- PROVIDE AND INSTALL NEW SADDLE MTG BRACKETS			
		- PROVIDE AND INSTALL NEW REAR HINGE ASSEMBLY W/ SS PINS AND			
		GREASABLE BLOCKS			
		- STRIP OUT AND INSTALL ALL NEW WIRING AND LIGHTING SYSTEMS			
		- INSTALL NEW WIRING AND LIGHTS IN CAB BAR			
		- REMOVE OLD CABSHIELD AND INSTALL NEW TO CLEAR NEW CHASSIS			
		- INSTALL NEW TAILGATE LATCHES AND AIR GATE RELEASE PANCAKE			

PAGE 2

SALESMAN SIGNED: _____ CUSTOMER SIGNED: _____

KOENIG BODY AND EQUIPMENT, INC.

www.koenigbody.com

2428 Farmington Road, Peoria, IL 61604
Ph.: (309) 673-7435 or (800) 767-7406
Fax: (309) 673-6836



ASE Certified
Technicians

You name it.... We can build it!

QUOTE [X]
ESTIMATE []
ORDER []

TRANSFER

TO: CITY OF BLOOMINGTON
ADDRESS: 109 EAST OLIVE STREET
CITY: BLOOMINGTON, IL 61720

DATE: 01/15/2021
PHONE: 434-2296
FAX: 434-2279

ATTN: ROB KRONES

INT HB 507

WHITE

102"CT

30000RDS

TRUCK QUANTITY	WHEELBASE	COLOR	CAB TO AXLE	TRANSMISSION	NET PRICE
		DESCRIPTION			
		NOTE: EXTRA REPAIRS ON DUMP BODY , EXAMPLE LEAF BOX POCKETS,			
		SPREADER SHIELDS , DUMP CYL. REPAIR WILL BE NOTED , AND BE EXTRA IN			
		CHARGES AFTER PERMISSION BY CITY / TIME HAS BEEN FIGURED IN JOB TO			
		FLIP BODY OVER AND REWELD LONGSILLS BACK TO FLOOR			
1		HENDERSON TRUNNION MOUNT DUMP HOIST:			
		- DOUBLE-ACTING CS110-5-3 NITRIDED CYLINDER			
		- LOW-PROFILE MOUNTING, 8" FROM CHASSIS RAIL TO BODY FLOOR			
		- 6" X 8" X 1/2" HINGE ANGLE W/DOUBLE SHEAR BLOCKS EACH SIDE MOUNTS			
		- 303 STAINLESS STEEL 2" DIA. HINGE PINS W/ GREASELESS COMPOSITE			
		BEARINGS WITH GREASEABLE HINGE BLOCKS			
		- LOW MOUNT HOIST CRADLE W/GREASELESS COMPOSITE BEARINGS			
1		JA LUBE CENTRAL SYSTEM FOR LUBE POINTS ON IH 7400 SINGLE AXLE			
		TRUCK & HOIST & PLOW HITCH			
1		PRIMER & PAINT: 201 STAINLESS STEEL ITEMS WILL NOT BE PAINTED			
		- ALL CHASSIS COMPONENTS, PLOW HITCH, AFT TOW, HYDRAULIC ITEMS TO			
		BE PRIMED & PAINTED BLACK			
		- BOTTOM OF DUMP BODY AND PLOW FRAME PAINTED BLACK			

PAGE 3

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TRUCK QUANTITY	WHEELBASE	COLOR	CAB TO AXLE	TRANSMISSION	NET PRICE
		DESCRIPTION			
1		SAFETY & ACCESSORY KIT:			
		- TWO BODY PROPS TO SUPPORT EMPTY BODY			
		- ECCO BACK-UP ALARM TO O.S.H.A. STANDARDS			
		- LEFT HAND FRONT STAINLESS STEEL FOLD DOWN LADDER TO O.S.H.A. & A.N.S.I. STANDARDS, "GRIP STRUT RAILS"			
		- STAINLESS STEEL WALK RAILS ON EACH SIDE OF BODY			
		- BODY UP INDICATOR W/ TELL TALE LIGHT IN CONSOLE			
		- RED & SILVER REFLECTIVE TAPE ON SIDES & TAILGATE & SPREADER			
		- FRONT/AFT MUD FLAPS WITH AFT FLAPS CHASSIS MOUNTED			
		- LEFT HAND & RIGHT HAND FRONT STAINLESS STEEL SHOVEL BRACKETS WITH U.B. CARRY LOOPS AND RUBBER PADS			
		- CAUTION & SAFETY DECALS			
		- RAKE & BROOM HOLDERS FRONT CORNER HOLDER EACH SIDE			
1		LIGHTS & WIRING:			
		- BODY LIGHTS OPERATED THRU IH BODY HARNESS CONNECTION TO JUNCTION BOX			
		- JUNCTION BOX INSTALLED IN VALVE LOCKER			

PAGE 4

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30000RDS

TRUCK QUANTITY	WHEELBASE	COLOR DESCRIPTION	CAB TO AXLE	TRANSMISSION	NET PRICE
		CONTINUED:			
		- <u>ALL</u> LIGHTS WITH PLUG OR PACKARD CONNECTIONS			
		- <u>ALL</u> PLUG CONNECTION WITH DIELECTRIC GREASE			
		- HENDERSON AFT BODY WIRING HARNESS			
		- <u>L.E.D.</u> CORNER POST STOP-TAIL-TURN LIGHTS			
		- <u>ALL</u> EXTERIOR CONNECTION SOLDERED & HEAT SHRINK SEALED			
		- <u>ALL</u> WIRING ROUTED THRU GALVANIZED STEEL CONDUIT & RUBBER			
		GROMMETS			
		- 3" DIA. RUBBER HOUSED SPREADER LIGHT ON LEFT HAND AFT MUD FLAP			
		BRACKETS			
		- <u>ALL</u> WARNING LIGHT & SPREADER LIGHT WIRING ROUTED THRU			
		CAB DIST. BOX CONSOLE			
		- L.E.D. ECCO #3965A CORNER POST STROBES			
		1. TWO AFT FACING, 1-EACH POST			
		2. TWO SIDE FACING, 1-EACH POST			
		- LICENSE PLATE LIGHT & BRACKET ON RIGHT HAND SIDE OF AFT TO			
		CHANNEL FACE			
		- REMOVE O.E.M. TAILLIGHTS & REPLACE WITH TRUCKLITE OR GROTE			
		#40725 MODULE DOUBLE LIGHT BOXES			
		1. RECESSED MOUNTED IN AFT CHANNEL BAR GUARDS AND BOLTED TO			

PAGE 5

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TRUCK QUANTITY	WHEELBASE	COLOR	CAB TO AXLE	TRANSMISSION	NET PRICE
		DESCRIPTION			
		AFT TOW FRAME, 1-EACH SIDE			
		2. #44202 L.E.D. STOP-TAIL-TURN LAMPS (OR EQUAL)			
		3. #40004 L.E.D. BACK-UP LAMP(OR EQUAL)			
		4. SPRAY INSIDE OF STEEL BOXES WITH UNDER-COATING			
		- LOW-PROFILE CAB STROBE BAR			
		1. ECCO #3965A L.E.D. THREE LIGHT STROBE CLUSTER EACH SIDE			
		2. REUSE STAINLESS STEEL 3-LIGHT HOLE BOX ON EACH END			
		3. REUSE ALUMINUM TUBE CROSS BAR			
		4. NEW ALUMINUM MOUNTING BARS TO CAB			
		5. MOUNT AS FAR FORWARD AS POSSIBLE TO WINDSHIELD & MINI 3" CAB			
		CLEARANCE			
		6. 1-PC. HARNESS TO DIST. BOX			
		7. STAINLESS STEEL FASTENERS			
		8. DOUBLE FLASH ALL 6-LIGHTS AT ONE TIME			
		- TILT HOOD PLOW LIGHTS/FENDER MIRRORS			
		1. ABL3060 HI-LO WITH INTEGRAL TURNS PLOW LIGHTS			
		2. ACTIVATED BY IH DASH SWITCH			
		3. MOUNTED ON FENDER MIRROR BRACKETS			
		4. STAINLESS STEEL FASTENERS AND MOUNT BARS			

PAGE 6

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TRUCK QUANTITY	WHEELBASE	COLOR	CAB TO AXLE	TRANSMISSION	NET PRICE
		DESCRIPTION			
1		FORCE AMERICA DESIGNED LOAD SENSE:			
		PTO DRIVE CENTRAL HYDRAULIC SYSTEM:			
		- TXV 92 - 5.6 LOAD SENSE PUMP			
		- FORCE PATROL COMMANDER CONTROL SYTEM FOR BODY AND PLOW			
		- HOT SHIFT PTO DIN SHAFT			
		- STAINLESS STEEL TANK / VALVE COMBO / POLY LID			
		- ADD A FOLD VT SERIES VALVE W/ AUGER REVERSE			
		- 5100 SERIES ELECTRONIC SPREADER VALVE CONTROL			
		- ALL CONTROLS MOUNTED IN CONSOLE			
		- SPREADER CONTROL AND PLOW/DUMP BODY CONTROLS MOUNTED BETWEEN THE SEATS			
		- STAINLESS STEEL HYD. OIL COMMON RETURN MANIFOLD			
		- 2" QUARTER TURN BALL VALVE ON TANK SUCTION PORT WITH SUCTION STRAINER AND SUCTION HOSE			
		- HIGH PRESSURE FILTER/ LOW OIL WARNING LIGHT			
		- FUSED CENTRAL BLOCK IN VALVE LOCKER FOR CONSOLE SWITCHES			

PAGE 7

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30000RDS

TRUCK QUANTITY	WHEELBASE	COLOR	CAB TO AXLE	TRANSMISSION	NET PRICE
DESCRIPTION					
1	WAUSAU HSP4211H SNOW PLOW:				
	- CUSHION VALVE & LOCK RELIEF VALVE				
	- SQH QUICK HITCH PLOW PORTION				
	- SPLIT CUTTING EDGE TRIP, 1-6' & 1-5' SECTIONS				
	- POLY DEFLECTOR & BLADE MARKERS				
	- 11' X 42" POLY MOLDBOARD WITH LEFT HAND & RIGHT HAND MAILBOX				
	CUT-OUTS				
	- CARBIDE CUTTING EDGE WITH .750 X 6" COVER & WAUSAU CURB GUARDS				
	- JACK STAND				
	- DUAL REVERSE CYLINDERS				
	- HOSE & H.P. QUICK COUPLER ADAPTOR, MATCH FLEET SET-UP				
	- NO CARRIERS				
	"SEE NOTES" ONE UNIT F.O.B. PEORIA, IL				\$81,332 00
	TRANSFER JOB W/ 2 CAMERA SYSTEMS				
	NO WING OR PREWET				
	OLD PRICE WAS 78.6K PLUS OVER 3K IN BED REPAIRS				

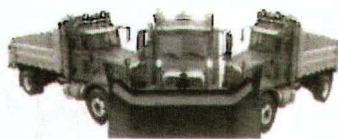
PAGE 8

SALESMAN SIGNED: _____ CUSTOMER SIGNED: _____

AND EQUIPMENT, INC.

You name it.... We can build it!

Fax: (309) 673-6836



QUOTE	[X]
ESTIMATE	[]
ORDER	[]

NEW UNIT

DATE: 01/15/2021
PHONE: 434-2296
FAX: 434-2279

ATTN: ROB KRONES

WHITE

30000RDS

TRANSMISSION

NET PRICE

[illegible]

SALESMAN SIGNED: _____ CUSTOMER SIGNED: _____



New Truck Proposal – Tandem Axle Dump Truck Specifications

March 3, 2021

Contact: Rob Krones

Contact: Sean Calhoun

Buyer Information: City of Bloomington

Truck Sales Representative

Address: 109 East Olive St. Bloomington, IL 61701

200 W. Northtown Rd. Normal, IL 61761

Phone: 309-454-9638

309.452.8392 scalhoun@cittrucks.com

Kenworth Specifications

2022 Kenworth T370 6x4/ 188" wheelbase/120" cab to axle/

Paccar PX9 300 HP/ vertical side of cab exhaust/2-speed fan Hub/3 batteries/

body builder harnesses/jump start Terminals/Allison 3500 RDS 6-Speed/Dana

D1600 front axle rated at 16k/16k Bendix brakes/slack Adjusters/16k power

steering gear/Meritor RT46-160 rear axle rated at 46k/16 ½ x 7" brakes/

slack Adjusters/ 4S-4M anti-lock brake system/Hendrickson HAULMAAX rear Suspension

rated at 46k/front tires-Goodyear G291 315-80R22.5/ rear tires-Goodyear G751 12R22.5/steel

Wheels powder coat white/frame-10 5/8 x 3 ½ x 5/16 /frame RBM 1,776,000 in-lbs per

rail /Full frame insert/battery box LH side under cab/56 gal fuel tank mtd LH under cab/

11 gallon DEF tank mtd LH behind cab/ PTO switch on dash/4 spare Switches/

Driver seat air HB vinyl/Passenger bench seat vinyl/AM-FM-WB-USB-Bluetooth radio/

single air horn under Cab/aerodynamic chrome heated & powered mirrors/power windows/

LED marker lights/halogen headlights/ Sw. & wiring for C/I light bar/

wiring for trailer elec. brake controller/circuit breakers/Bendix air dryer/

Paint- White L0006 base coat clear coat.

Sales Price \$97,204.03

Extended Warranties \$3,002.00

Body Price \$18,338.00

Freight Included

Title, Plate, Doc Fee \$353.00

Total \$118,897.03

Extended Warranties:

Basic Vehicle 5 yrs/100,000 Miles

Engine/Aft. 5 yrs/100,000 Miles

Allison 5 yrs/Unlimited Miles


CIT Representative

Signature of Buyer

PO#

Payment due upon delivery





CIT TRUCKS - NORMAL (C250)
200 W. NORTHTOWN ROAD
NORMAL, Illinois 61761

CITY OF BLOOMINGTON
336 S MAIN ST
BLOOMINGTON, Illinois 61701
United States of America

Sean Calhoun
Cell Phone:
Office Phone: 309-452-8392
Email: scalhoun@cittrucks.com

Rob Krones
Cell Phone: 309-261-8877
Office Phone: 309-434-2296
Email: rkrones@cityblm.org

Vehicle Summary

Unit		Chassis	
Model:	T370 SERIES CONVENTIONAL	Fr Axle Load (lbs):	16000
Type:	FULL TRUCK	Rr Axle Load (lbs):	46000
Description 1:	Water Works Tandem Dum	G.C.W. (lbs):	62001
Description 2:	Clone of Chassis 342499		
Application		Road Conditions:	
Intended Serv.:	Snowplow: Vehicles which are configured	Class A (Highway)	84
Commodity:	Gravel/crushed rock/sand.	Class B (Hwy/Mtn)	15
Body		Class C (Off-Hwy)	1
Type:	End dump.	Class D (Off-Road)	0
Length (ft):	16	Maximum Grade:	6
Height (ft):	12	Wheelbase (in):	188
Max Laden Weight (lbs):	4000	Overhang (in):	70
Trailer		Fr Axle to BOC (in):	68
No. of Trailer Axles:	0	Cab to Axle (in):	120
Type:		Cab to EOF (in):	190
Length (ft):	0	Overall Comb. Length (in):	298.9
Height (ft):	0	Special Req.	
Kingpin Inset (in):	0	U.S. Domestic registry, 50-state.	
Corner Radius (in):	0		
Restrictions			
Length (ft):	120		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.



Sales Code	Std/ Opt	Description	\$ List	Weight
Model				
0000370	O	T370 SERIES CONVENTIONAL Electric Door locks LH/RH; Ignition & doors keyed alike; Single electric horn; Single-piece windshield; Electric windshield wipers, 2-speed plus intermittent; Electric windshield washers; Steering wheel 18in. 4-spoke; Glovebox door with locking latch; Dash-mounted cruise control with switches; Turn signal switch with column-mounted dimmer; Standard gray dash panels; Slate Gray interior primary color; Dark Slate Gray seat color; Floor mat; Inside sunvisor, LH/RH; Door courtesy lights; Under-dash center console with 1 cup holder, 1 ashtray & 1 lighter.	91,052	9,509
0070006	S	T370 Class 7: medium-duty Conventional.	0	0
0080075	O	Dealer/Customer declines engine w/CARB Idle Emissions Reduction Feature.	0	0
0090017	O	Medium-duty 6x4 automatic.	0	0
Engine & Equipment				
0130203	O	PX-9 300 300@1850 860@1200, 2021 With Turbo Exhaust Brake (VGT Brake). N09200 C399 120...Standard Maximum Speed Limit N09260 C121 68...Max Vehicle Speed in Top Gea N09440 C234 NO...Engine Protection Shtdwn N09460 C231 NO...Gear Down Protection N09580 C133 5...Idle Shtdwn Time N09680 C233 NO...Idle Shtdwn Override N09480 C132 1400...Max PTO Speed N09300 C128 68...Max Cruise Control Speed N09500 C239 NO...Cruise Control Auto Resume N09520 C238 NO...Auto Engine Brake in Cruise N09780 C190 80...High Ambient Temperature Thr N09740 C188 40...Low Ambient Temperature Thre N09720 C382 NO...Enable Hot Ambient Automatic N09600 C396 NO...Enable Impending Shutdown Wa N09620 C397 60...Timer For Impending Shutdown N09560 C225 NO...Enable Idle Shutdown Park Br N09420 C333 0...Reserve Speed Limit Offset (N09380 C334 0...Maximum Cycle Distance (N202 N09360 C400 252...Reserve Speed Function Reset N09400 C401 10...Maximum Active Distance (N20 N09220 C402 0...Expiration Distance (N207) N09540 C395 0...Expiration Distance (N209) N09760 C189 60...Intermediate Ambient Tempera N09640 C206 35...Engine Load Threshold	10,206	564
1000151	S	PremierSpec	0	0
1000243	S	Gearing Analysis: Performance power before economy results.	0	0
1000254	S	Customer's Typical Operating Spd: 65 mph.	0	0

Price Level: January 1, 2021
Deal: Water Works Tandem Dum
Printed On: 3/3/2021 6:53:51 AM

Date: March 03, 2021
Quote Number: QUO-702364-K5X3D5



Sales Code	Std/ Opt	Description	\$ List	Weight
1000684	O	Effective VSL Setting NA	0	0
1000858	O	Engine Idle Shutdown Timer Disabled	0	0
1000891	O	Eff EIST NA Expiration Miles Use only with MX and Cummins engines	0	0
1002060	S	Air compressor: Cummins 18.7 CFM For Cummins And PACCAR PX engines.	0	0
1031130	S	Air Cleaner: Dry-type firewall mounted w/filter restriction indicator.	0	0
1105230	O	Fan Hub: Horton 2-Speed for ISL9, ISL-G, PX-8 or PX-9	270	0
1121200	S	Cooling module: 1000 square inches T170/T270/T370/T470. Includes metal surge tank on T170/T270/T370.	0	0
1247261	O	EXH: 2021 PX-9 RH Under DPF/SCR with Single Vertical RH SOC tailpipe	1,683	0
1290124	O	Tailpipe: 5 in. single 24 in. 45 degree curved.	155	-2
1321145	O	Fuel Filter:Fleetguard FS1003 Fuel/Water Separator for PX-9	0	0
1321200	O	Run Aid:None *For Fuel Filter	0	0
1321300	S	Start Aid:None *For Fuel Filter	0	0
1504006	O	Block heater: PACCAR 750 watt 120V for PX-7 1000 watt for PX-9 and ISL9 engines.	120	2
1816260	S	Alternator: PACCAR 160 amp, brush type	0	0
1821210	O	Batteries: 3 PACCAR GP31 threaded post (700-730) 2100-2190 CCA dual purpose.	175	57
1836106	O	Mitsubishi 105P55 12V Starter with Cummins and PX PACCAR 12 volt electrical system. W/ centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded. Only for Cummins or PX engines.	63	0
1900082	O	Multi-function engine connector for body builder interface for Cummins.	41	0
1900996	O	Jump start terminals under hood.	165	0

Transmission & Clutch

2011232	O	Transmission: Allison 3500RDS 6-speed w/PTO drive gear. 5th Gen Controls. Limited to 860 lb.-ft. Includes heat exchanger & oil level sensor. Rugged Duty Series for vocational applications. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions.	12,651	291
2406452	O	Driveline: 2 SPL170XL 1 centerbearing requires 3500057 interaxle driveline.	983	94
2409916	O	One bolted centerbearing crossmember.	196	11



Sales Code	Std/ Opt	Description	\$ List	Weight
		This option upgrades an existing crossmember. The cost does not include the centerbearing and bracket. Crossmember location will be in accordance with Kenworth engineering standards, using the major components specified on the DTPO.		
2410018	O	Torque converter included w/Allison Transmission.	0	0
2410114	O	Left hand Pto access, right hand dip stick tube Allison 3000 series only.	19	0
2410204	O	Delete Allison Fuel Sense	0	0
2410244	O	J1939 Park Brake Auto Neutral	0	0
2429358	O	Rear transmission support springs for transmission PTO applications are required to ensure that engine flywheel housings are not overloaded when transmission PTO's are installed.	77	0
Front Axle & Equipment				
2504160	O	Dana Spicer D1600 Front Axle 16K standard track.	1,410	120
2603006	S	Front brakes included w/ front hub package.	0	0
2703016	O	Front Brake:Bendix 16.5x6 air brake package for 16K non-driving front axle. Includes cast drums, iron 10-bolt hub pilot Preset hubs, hub caps, oil seals & slack adjusters. For use with 22.5 inch wheels	566	75
2864026	O	Front Springs: Taperleaf 16K 2-stage with shocks and 54 in. spring length. T370 w/16K front axle.	809	172
2895300	O	Dual power steering gears: 16K.	927	77
2899336	O	Power Steering Cooler:Radiator Mounted Air-to-Oil	205	11
Rear Axle & Equipment				
3142160	O	Dual Meritor RT46-160 rear axle rated at 46K. Tandem rear axles.	10,807	2,745
3200563	O	Rear Axle Ratio - 5.63.	0	0
3300002	O	Dual rear brakes included w/rear hub package.	0	0
3401002	O	Dual 46K Air Brake package includes 16-1/2x7 in. brakes, cast drums, aluminum 10-bolt hub pilot Preset hubs, slack adjusters and oil seals for use w/ 22.5 in. wheels.	125	0
3485299	U	3485209: Spring Brake 3030 High	4	0
3495228	O	Bendix 4S/4M anti-lock brake system w/ air traction control (ATC).	556	2
3500057	O	Interaxle driveline 1 Dana SPL170XL	455	-4
3511420	O	Driver Controlled Differential Lock (Crosslock)	1,918	0

Price Level: January 1, 2021
Deal: Water Works Tandem Dum
Printed On: 3/3/2021 6:53:51 AM

Date: March 03, 2021
Quote Number: QUO-702364-K5X3D5



Sales Code	Std/ Opt	Description	\$ List	Weight
		for Meritor Axles 40K to 52K forward rear & rear rear axle. Under Speed Interlock is standard on T680.		
3742970	O	Tandem Hendrickson HAULMAAX (HMX) 460 46K. 54 in. axle spacing. With shocks, track rods, rubber bolster bushings and 16.5 in. saddle height. Unladen Height: 10.6 in. Laden Height: 9.5 in.	6,165	543
Tires & Wheels				
4038677	O	Front tires: Goodyear G291 315/80R22.5 18PR. 42.3 in. diameter, all position. 19.7 in. SLR.	477	154
4238810	O	Rear tires: 2 Goodyear G751 MSA 12R22.5 16PR 43.2in. diameter. Steer/all position on/off highway tire. 20.3 SLR.	2,768	256
4900008	O	Rear Tire Quantity: 8	0	0
5042367	O	Front Wheel: Accuride 29300 22.5x9 steel Steel Armor(TM) powder coat, hub-pilot mount. 10000lb. maximum rating. 5-hand holes. Not air disc brake compatible.	429	79
5242367	O	Rear Wheel: Accuride 29300 22.5x9 steel Steel Armor(TM) powder coat, hub-pilot mount. 10000lb. maximum rating. 5-hand holes. Not air disc brake compatible. Code is priced per pair of wheels.	1,716	316
5853906	O	Powder coat white steel wheel. Use in conjunction with front, dual front, rear, spare or lift axle wheel code(s). All wheels on chassis must have same finish color.	0	0
5900008	O	Rear Wheel/Rim Quantity: 8	0	0
Frame & Equipment				
6054250	S	Frame Rails: 10-5/8 x 3-1/2 x 5/16 in. Steel to 308 in. Truck frame weight is 2.91 lb.-in. per pair of rails. Section modulus is 14.80 cu.in., RBM is 1,776,000 in-lbs per rail. 120,000 PSI yield. Heat treated. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	0	169
6141450	O	Full Steel Insert for 10-5/8 in. or 10-3/4 in. main rail. Insert length is 168 - 348 in. Adds 1,149,000 in-lb to main rail RBM. Insert weight is 2.05 lb.-in. per pair of rails. Insert length is equal to wheelbase plus rear frame cutoff plus 20.7 in. forward of front axle.	1,736	571
6308710	S	Bumper: Aerodynamic, Painted. Requires a bumper setting code.	0	0
6319409	S	40.9 in. Bumper setting. Requires a bumper code.	0	0
6321005	O	Removable Front Tow Hooks: 2.	257	15
6390103	S	Front mudflaps.	0	0
6391201	O	Custom Frame Layout: one chassis CFL AT: clear of transmission area	1,380	0

Price Level: January 1, 2021

Deal: Water Works Tandem Dum

Printed On: 3/3/2021 6:53:51 AM

Date: March 03, 2021

Quote Number: QUO-702364-K5X3D5



Sales Code	Std/ Opt	Description	\$ List	Weight
6404406	S	Battery box: Steel parallel under w/ aluminum diamond plate cover w/ step w/ aluminum step brackets.	0	0
6409901	S	Battery box location: LH Side.	0	0
6451059	O	T270/370 Non-polished 2010 or later DPF/SCR cover with cab access step assembly, RH under. End plates will be painted standard black frame color.	0	0
6490124	O	Five-piece bolted crossmember assembly with 16mm frame fasteners, center and rear frame.	178	-32
6490427	O	Aluminum underbell crossmember. Only with non-drive front axle 16K and greater. For T370 only.	143	19
6490430	O	Bolted Rear Cab Support Crossmember. Replaces T3 standard.	135	17
6679864	O	Final end-of-frame cut-off dimension will be modified to greater than or equal to 75 in.	0	0
6742009	S	Square end-of-frame w/o crossmember; non-towing.	0	0

Fuel Tanks & Equip

7014056	O	Fuel Tank: 56 US gallon 22in. aluminum BOC replace. Class 8 fuel tank includes an anti-siphon device on the filler neck.	-169	-45
7722011	O	Small round DEF tank. 11 gallons of usable volume. The DEF tank will be located on the side you specified. If you have specific configuration or body builder concerns, please utilize the Custom Frame Layout option. Standard capacity is calculated by fuel capacity of the vehicle and will accommodate two diesel fill-ups for every DEF fill-up. For 1:1 DEF fuel fill ratio, add 7889204.	92	0
7889061	O	Polished stainless steel tank straps for 1 tank.	62	0
7889203	S	DEF to fuel fill ratio 2:1 or greater.	0	0
7889245	O	Anti-siphon device in fuel tank filler neck. For any number of fuel tanks.	54	1
7889604	S	DEF tank location is LH.	0	0
7940056	O	Location: 56 gal fuel tank LH behind cab	0	0

Cab & Equipment

8024310	S	Cab: Curved Glass Conventional. Cab Includes aluminum & fiberglass fully hucked cab w/ all aluminum bulkhead doors & continuous stainless steel piano-style door hinges. Single electric horn standard. Incandescent exterior lights include diagnosable bulb detection and warning. Trailer cable on tractors includes integrity detection. Standard features include multiplex wiring for interior lights, automated pre-trip inspection (excluding T3 series), short and open check diagnostics. Warning alarm will sound when lights are left on.	0	0
8080137	O	Cab door bearing blocks, top & bottom.	33	0

Sales Code	Std/ Opt	Description	\$ List	Weight
8090310	S	Hood: Sloped aerodynamic hood includes grill & separate bumper.	0	0
8108010	S	Cab heater: W/integral defrosters & A/C 45,000 btu cab heater. No sleeper heater/AC. Includes 5 mode rotary control. T660 include filter media.	0	0
8201200	S	Adjustable telescoping tilt steering column.	596	10
8205045	O	Flip Valve: On Dash For Single Speed PTO. Customer-Installed. Includes Indicator Light & Piping.	366	2
8205093	O	Information for customer-installed PTO Chelsea 880. 8-bolt. N/A w/ Allison 1000/2000 series transmissions.	49	0
8208497	O	Four Spare Switches: Wired To Power.	140	0
8226667	O	Gauge: Oil Temperature Gauge Transmission. The NavPlus HD unit includes a virtual transmission oil temperature gauge.	36	0
8282004	O	KW Driver Information Center: Includes fuel economy, RPM display, trip information, truck information, diagnostics, gear display, alarm clock.	242	0
8282009	S	Instrument package: Includes speedometer, tachometer, fuel gauge, engine coolant temperature gauge, engine oil pressure, voltmeter. Class 8 also includes primary & secondary air reservoir gauges & an air application gauge. DEF level gauge and warning lamp are included with 2010+ engines. Engine hour meter and outside air temperature readouts are standard. Primary read out will be MPH. Add 8240620 to switch primary scale to KPH in Canada.	0	0
8330003	S	Cab interior: Pinnacle. Includes vinyl headliner & cab back panel, slate gray interior, dark slate gray seats, floormats, LH/RH inside sunvisor & door courtesy lights.	0	0
8410191	O	Driver seat: Kenworth Air cushion Plus HB vinyl. Standard features includes 7 in. fore and aft slide adjustment w/isolator, 6-23 degree recline, air suspension with cover, dual armrests, and single chamber air lumbar support. Seat cushion is 20 inches wide w/ 2-position tilt and 2-position front cushion extension. Seat material has a horizontal stitch pattern and is 2-tone in color. Seat back is carpeted and includes a map pocket. Seat is manufactured by National. Includes inside visor and retractable 3-point matching seat belts. Grey seat belts.	131	2
8478330	O	Rider seat: 2 man bench vinyl. Standard features include 34.5 in. wide 2-tone seat cushion w/ fixed base. Armrests are not available. Seat back is carpeted. Includes inside visor and retractable 3-point matching seat belts. Grey seat belts.	525	61
8601432	O	Kenworth Radio DEA710 AM/FM/WB/USB, Bluetooth	370	0
8700083	O	Under-dash center console: W/2 cup holders, 1 ashtray, 1 lighter, 1 12V outlet & a storage compartment.	100	0
8700144	O	Dome lamp over driver door.	24	0
8700154	S	Self cancelling turn signal: W/head light dimmer switch .	22	0
8800200	S	Cab access contoured grabhandles, LH/RH.	0	0



Sales Code	Std/ Opt	Description	\$ List	Weight
8800400	O	Grabhandle: LH inside door frame above dash.	33	0
8800401	O	Grabhandle: RH inside door frame above dash.	33	2
8832115	S	Daylite Door: LH/RH includes RH peeper window	0	0
8841629	O	Air Horn Mounted On Rear Side of LHUC Battery Box	116	2
8850300	S	Look-Down, Pass. Door, Stainless 8.5x4.4	0	0
8850817	O	Mirror: Dual Fender Mounted, Round Convex	233	8
8865001	O	Mirror: Dual Kenworth aerodynamic heated motorized 7 in. x 13 in. mirror w/ chrome shell. LH/RH convex mirrors 5 in. x 7 in. heated. Mirror brackets set for 8 1/2 ft load width. Switch located on door pad.	377	26
8879213	O	Electric-powered LH & RH door window lifts. Switch located on door.	201	0
8879911	O	Two corner & one rear cab stationary windows 17.5 in. x 16 in. (two) & 17 in. x 36 in. (one).	617	24
Lights & Instruments				
9010801	S	Headlamps: Halogen Projector Low Beam, Halogen Complex Reflector High Beam	0	0
9022137	O	Marker Lights: Five, rectangular, LED	91	0
9030010	S	Turn Signal Lights: Mounted on fender	0	0
9070138	S	Combination Stop, Tail, Turn & Backup Lights RH & LH.	0	0
9080202	O	Switch & Wiring: Customer-installed dual beacon lights w/o insulators. Coiled wire behind dash.	91	1
9090000	O	Daytime Running Lamps.	165	0
9090126	O	Electric Backup Alarm: Meets SAE J994 & OSHA requirements.	106	4
9090151	O	Wiring:Cust. Install Trlr Elec. Brake Controller. Class 8/T4 Content Includes Dash Signals: Ignition Power (20A), Ground, Stop Lamp and Electric Trailer Brake Controller Wired To EOF Junction Box. These Signals Are Located Near The NavPlus HD Area. No Need To Code For An Additional End of Frame Junction Box. EOF Junction Box Signals Are: Ground, Tail Lamp, Marker Lamp, Left Turn, Right Turn, Stop Lamp and Electric Trailer Brake Controller Wired To Dash. Medium Duty (not T4) Content Includes A MP 280 Series Connector In Dash Near Driver Door Connections With Signals: Battery Power (40A), Ground, Stop Lamp and Electric Trailer Brake Controller Wired To Chassis Connector. Medium Duty (not T4) 2 Way Deutsch Chassis Connector Located Near Back of Cab, With Signals: Ground and Electric Trailer Brake Controller Wired To Dash Connector.	136	1
9090312	O	Body Builder Lighting Harness Coiled End Of Frame	138	0

Price Level: January 1, 2021

Deal: Water Works Tandem Dum

Printed On: 3/3/2021 6:53:51 AM

Date: March 03, 2021

Quote Number: QUO-702364-K5X3D5



Sales Code	Std/ Opt	Description	\$ List	Weight
		For Additional Customer Installed Exterior Lighting. Harness Includes Circuits for Additional Customer Installed Tail Lamps, Turn Lamps, Stop Lamps, and Marker Lamps.		
9090845	O	Circuit Breakers: Replacing fuses. Does not apply to any 5-amp fuse box position. Brakers include stop/brake/turn, tail lamp, high & low beams, marker/clearance lamps, horn, fuel heat, gauges, air dryer, HVAC controls, panel lamps. Some circuits will remain fuses.	36	0
Air Equipment				
9101023	O	Air dryer: Bendix AD-SP heated. With 2010 engine installations the dryer is mounted under the hood.	-21	0
9110020	O	Full truck kit: Gladhands mounted at end-of- frame. Seven-way female receptacle mounted at end-of-frame in taillamp bracket. Kit includes dash mounted trailer air supply valve, trailer hand control valve, and hoses/fittings for the valves. Dash mounted parking brake valve, tractor protection valve, and spring brake inversion/relay valves are standard.	605	15
9140288	O	Air tanks: clear of transmission area. This code requires the use of a custom frame layout code.	0	0
9140328	O	Trailer ABS electric supply through SAE J560 7-pin connector per TMC RP137).	0	0
Extended Warranty				
9200008	O	Base Warranty - PACCAR PX-9 Engine 24 months / 250,000 miles / 402,336 km / 6250 hours.	0	0
9200022	S	Base Warranty - Standard Service Medium Duty 12 months / Unlimited miles & km	0	0
Miscellaneous				
9409852	O	GHG Secondary Manufacturer: Does Not Apply	0	0
9490003	O	Additional lead time required for off highway & /or specialty component truck.	0	0
9490206	O	Warning triangle reflector kit: Shipped loose. Kit consists of 3 triangles in plastic carrying case. Not floor mounted.	44	4
9490406	O	One 5 lb. dry chemical type fire extinguisher mounted outboard of rider seat. Class ABC.	125	11
9490645	O	Zinc Phosphate frame rail paint processing. Requires frame rail code. Code is for 1 pair of rails.	321	0
9490647	O	Zinc Phosphate frame insert paint processing. Requires any 1st frame insert code. Code is for 1 pair of any frame inserts.	321	0
Promotions				
Paint				
9700000	O	Paint color number(s).	0	0



Sales Code	Std/ Opt	Description	\$ List	Weight
		N9702 A - L0006 WHITE		
		N9770 BUMPER L0006 WHITE		
		N9720 FRAME N0001 BLACK		
9943001	S	Bumper Painted Color A	80	0
9943050	O	Day Cab Standard Paint	0	0
9944820	S	1 - Color Paint - Day Cab Color will be White if no other color is specified.	0	0
9965510	S	Base coat/clear coat. The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	0	0

Order Comments



Total List Price (W/O Freight & Warranty & Surcharges)	\$157,543
Marketing and Service Support Fee	\$815
Prepaid Freight	\$2,625
Total Surcharge/Options Not Subject To Discount	\$0
 Total Weight	 15,960

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed in CRM.

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Shipping Destinations

Intermediate Destination:

Final Destinations	Quantity
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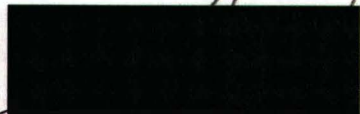
International Trucks is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #060920-NVS awarded to Navistar, Inc for new International Trucks. If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your International Truck sales representative.

PROPOSAL PREPARED FOR:		PROPOSAL PREPARED BY:
Sourcewell Member:	City of Bloomington	RUSH Truck Centers
Contact:	Rob Krones	Jeff Courson
Address:	109 E. Olive Street	309 West Hensley Road
City/State/Zip:	Bloomington / IL / 61701	Champaign, IL 61822
Phone:	(309) 434-2296	(217) 298-5041
Email:	rkrones@cityblm.org	coursonj@RushEnterprises.com

Proposal Number	19790-01
Date	3/4/2021
Quantity of this Specification	1
Single Sourcewell Transaction Total Volume	

Chassis		
New 2022 International MV607 LP Chassis		\$ 119,675.00
Base Chassis List	\$ 95,465.00	
Options List	\$ 24,210.00	
Sourcewell Contract Discount	34.5%	\$ (41,287.88)
Volume Incentive		\$ -
Net Sourcewell Chassis Price		\$ 78,387.13
Sourcewell Partner Body		
		\$ -
		\$ -
	4.00%	\$ -
Non-Sourcewell Dealer Supplied Body		
Koenig Body and Equipment		\$ 80,697.00
		\$ -
Handling Fee	3.00%	\$ 2,420.91
Additional Post Build Work		
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Handling Fee	5.00%	\$ -
Service Contracts		
		\$ -
		\$ -
		\$ -
Additional Freight		
		\$ -
Additional Floorplan		
		\$ -
		\$ -
Additional Fees & Taxes		
		\$ -
Final Sourcewell Customer Price FOB		\$ 161,505.04

Terms:

 3/11/21

Prepared For:
City of Bloomington
Rob Krones
109 E Olive St.
Bloomington, IL 61701-5219
(309)434 - 2426
Reference ID: N/A

Presented By:
RUSH TRUCK CENTERS
Jeff Courson
3441 Gatlin Road
Springfield IL 62707 -
(217)718-2220

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2022 MV607 SBA LP (MV60H)

AXLE CONFIG:	4X2
APPLICATION:	Landscape Dump
MISSION:	Requested GVWR: 25500. Calc. GVWR: 27700 Calc. Start / Grade Ability: 37.56% / 3.24% @ 55 MPH Calc. Geared Speed: 72.8 MPH
DIMENSION:	Wheelbase: 152.00, CA: 84.90, Axle to Frame: 63.00
ENGINE, DIESEL:	{Cummins B6.7 250} EPA 2021, 250HP @ 2400 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 250 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-09-122A} I-Beam Type, 9,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor MS-19-14X-3DFL} Single Reduction, Hypoid Gearing 19,000-lb Capacity, 190 Wheel Ends Gear Ratio: 5.29
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 265/70R19.5 Load Range G UNISTEEL G159 (GOODYEAR), 606 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(4) 245/70R19.5 Load Range H HYBRID HD3 (CONTINENTAL), 623 rev/mile, 81 MPH, Drive
SUSPENSION, REAR, SINGLE:	20,000-lb Capacity, Vari-Rate Springs
PAINT:	Cab schematic 100WP Location 1: 9219, Winter White (Std) Chassis schematic N/A

<u>Code</u>	<u>Description</u>
MV60H00	Base Chassis, Model MV607 SBA LP with 152.00 Wheelbase, 84.90 CA, and 63.00 Axle to Frame.
1ANA	AXLE CONFIGURATION {Navistar} 4x2
	<u>Notes</u> : Pricing may change if axle configuration is changed.
1CAA	FRAME RAILS High Strength Low Alloy Steel (80,000 PSI Yield); 9.125" x 3.062" x 0.312" (231.8mm x 77.8mm x 8.0mm); with Transition to 6.500" x 3.062" x 0.312" (165.1mm x 77.8mm x 8.0mm); 388.4" (9864mm) Maximum OAL, For LP Chassis
1LLD	BUMPER, FRONT Contoured, Steel
1WEH	WHEELBASE RANGE 134" (340cm) Through and Including 197" (500cm)
2ATL	AXLE, FRONT NON-DRIVING {Meritor MFS-09-122A} I-Beam Type, 9,000-lb Capacity
3770	SPRINGS, FRONT AUXILIARY Rubber
3AGW	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 9,000-lb Capacity, with Shock Absorbers
	<u>Includes</u> : SPRING PINS Rubber Bushings, Maintenance-Free
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4722	DRAIN VALVE {Bendix DV-2} Automatic, with Heater, for Air Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System
4EBT	AIR DRYER {Bendix AD-IP} with Heater
4ESX	BRAKE CHAMBERS, FRONT AXLE {Haldex} 20 Sqi/n
4EXS	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 24/30 Sqi/n Spring Brake
4LAG	SLACK ADJUSTERS, FRONT {Gunitite} Automatic
4LGG	SLACK ADJUSTERS, REAR {Gunitite} Automatic
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VGA	AIR DRYER LOCATION Mounted Outside Right Rail, Forward of Front Wheel
4WZJ	AIR TANK LOCATION (2) : One Mounted Under Each Rail, Front of Rear Suspension, Parallel to Rail
4XDC	BRAKES, FRONT {Meritor 15X4 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 15" X 4", 13,200-lb Capacity
4XDU	BRAKES, REAR {Meritor 15X8.625 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 15" X 8.625", 21,000-lb Capacity per Axle
5710	STEERING COLUMN Tilting and Telescoping
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black

<u>Code</u>	<u>Description</u>
5PSA	STEERING GEAR (Sheppard M100) Power
6DGB	DRIVELINE SYSTEM (Dana Spicer) SPL140, for 4x2/6x2
7BEU	AFTERTREATMENT COVER Aluminum
7BLW	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
7WAZ	TAIL PIPE (1) Turnback Type
7WCM	EXHAUST HEIGHT 8' 10"
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
	<u>Includes</u>
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
	: STARTER SWITCH Electric, Key Operated
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
	: TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers, Flush Mounted
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
	: WIRING, CHASSIS Color Coded and Continuously Numbered
8518	CIGAR LIGHTER Includes Ash Cup
8GXD	ALTERNATOR (Leece-Neville AVI160P2013) Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
8HAE	BODY BUILDER WIRING Rear of Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/ Accessory Power/Ground and Sealed Connector for Stop/Turn
8HAH	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket
8MJT	BATTERY SYSTEM (Fleetrite) Maintenance-Free, (2) 12-Volt 1900CCA Total, Top Threaded Stud
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications
8VAY	HORN, ELECTRIC Disc Style
8VUL	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab
8WPH	CLEARANCE/MARKER LIGHTS (5) (Truck Lite) Amber LED Lights, Flush Mounted on Cab or Sunshade
8WTK	STARTING MOTOR (Delco Remy 38MT Type 300) 12 Volt, Less Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8WZK	HEADLIGHTS Halogen, Composite Aero Design
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses

<u>Code</u>	<u>Description</u>
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9HAD	GRILLE Chrome
9WAY	FRONT END Tilting, Fiberglass, with Three Piece Construction
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	<u>Includes</u>
	: PAINT SCHEMATIC ID LETTERS "WP"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10JPA	CUSTOMER IDENTITY for Sourcewell
10SLV	PROMOTIONAL PACKAGE Government Silver Package
10WUE	MUD FLAPS, FRONT WHEELS (2) Rubber, Mounted on Fender Extension
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant, To -40 Degrees F/ -40 Degrees C, Freeze Protection
12ERH	ENGINE, DIESEL (Cummins B6.7 250) EPA 2021, 250HP @ 2400 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 250 Peak HP (Max)
12THT	FAN DRIVE (Horton Drivemaster) Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed
12UYE	RADIATOR Aluminum, 2-Row, Cross Flow, Over Under System, 717 SqIn Louvered, with 313 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler
	<u>Includes</u>
	: DEAERATION SYSTEM with Surge Tank
	: HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps
	: RADIATOR HOSES Premium, Rubber
12VBR	AIR CLEANER with Service Protection Element
12VHP	FEDERAL EMISSIONS (Cummins B6.7) EPA, OBD and GHG Certified for Calendar Year 2021
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12WPV	OIL PAN 15 Quart Capacity, For Cummins ISB/B6.7 Engines
12WUL	BLOCK HEATER, ENGINE (Phillips) 120V/1000W, with "Y" Cord for Dealer Installed 120V/300W Oil Pan Heater
	<u>Includes</u>
	: BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations
12XAT	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls, with Ignition Switch Control, for Cummins ISB/B6.7 and ISL/L9 Engines
13AVR	TRANSMISSION, AUTOMATIC (Allison 3000 RDS) 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway

<u>Code</u>	<u>Description</u>
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission
13WGH	TRANSMISSION DIPSTICK Relocated to Right Side of Transmission
13WLP	TRANSMISSION OIL Synthetic, 29 thru 42 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223
13WVU	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab
13WYU	SHIFT CONTROL PARAMETERS (Allison) 3000 or 4000 Series Transmissions, Performance Programming
13XAM	PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission
14ANS	AXLE, REAR, SINGLE (Meritor MS-19-14X-3DFL) Single Reduction, Hypoid Gearing 19,000-lb Capacity, 190 Wheel Ends, Gear Ratio: 5.29
14SAM	SUSPENSION, REAR, SINGLE 20,000-lb Capacity, Vari-Rate Springs
15LMS	FUEL/WATER SEPARATOR 12 VDC Electric Heater, Includes Pre-Heater, Includes Water-in-Fuel Sensor, Cummins Supplied on Engine
15SGJ	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 16" Tank Depth, 50 US Gal (189L), Mounted Left Side, Under Cab
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional, Day Cab <u>Includes</u> : CLEARANCE/MARKER LIGHTS (5) Flush Mounted
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GDC	GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HHE	GAUGE, AIR CLEANER RESTRICTION (Filter-Minder) with Black Bezel, Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JNT	SEAT, DRIVER (National 2000) Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16SEE	GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar
16SML	SEAT, TWO-MAN PASSENGER (National) Fixed Back, Integrated Headrest in Both Occupant Positions, Vinyl, Less Under Seat Storage Compartment
16SNM	MIRRORS (2) C-Loop, Heated, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width <u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"
16VKB	CAB INTERIOR TRIM Classic, for Day Cab <u>Includes</u>

<u>Code</u>	<u>Description</u>
	: CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger
	: DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens. Timed Theater Dimming, Integral to Overhead Console, Center Mounted
	: SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap
16VLK	CAB REAR SUSPENSION Air Suspension, for Mid Cab Height
16VSL	WINDSHIELD Heated, Single Piece
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WSE	LOW WASHER FLUID INDICATOR
16WSL	MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Sides, Black 7.5" Sq.
16XCK	WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors
16XJN	INSTRUMENT PANEL Flat Panel
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides; Two Steps per Door, for use with Day Cab and Extended Cab
27DTS	WHEELS, FRONT {Accuride 29195} DISC; 19.5x7.50 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
28DTS	WHEELS, REAR {Accuride 29195} DUAL DISC; 19.5x7.50 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
29PAW	PAINT IDENTITY, FRONT WHEELS Disc Front Wheels; with Vendor Applied Gray Powder Coat Paint
29PAX	PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied Gray Powder Coat Paint
7769460179	(2) TIRE, FRONT 265/70R19.5 Load Range G UNSTEEL G159 (GOODYEAR), 606 rev/mile, 75 MPH, All-Position
7789455428	(4) TIRE, REAR 245/70R19.5 Load Range H HYBRID HD3 (CONTINENTAL), 623 rev/mile, 81 MPH, Drive
Services Section:	
40129	WARRANTY Standard for MV Series; Effective with Vehicles Built July 1, 2017 or Later, CTS-2020A
1	Koenig Body and Equipment

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Factory List Prices:		
Product Items	\$120,025.00	
Service Items	\$0.00	
Total Factory List Price Including Options:		\$120,025.00
Freight Charge	\$2,350.00	
Total Freight:		\$2,350.00
Total Factory List Price Including Freight:		\$122,375.00
Less Customer Allowance:		(\$43,637.87)
Total Vehicle Price:		\$78,737.13
Total Body/Allied Equipment:		\$83,117.91
Total Sale Price:		\$161,855.04
Total Per Vehicle Sales Price:		\$161,855.04
Total Net Sales Excluding Taxes:		\$161,855.04
License and Title	\$158.00	
Total Taxes:		\$158.00
Net Sales Price:		\$162,013.04

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Sale Rep 3/11/21
 Official Title and Date

 Authorized Signature

Accepted by Purchaser:

 Firm or Business Name

 Authorized Signature and Date

This proposal is not binding upon the seller without
 Seller's Authorized Signature

 Official Title and Date

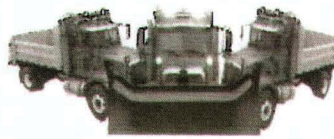
The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

KOENIG BODY AND EQUIPMENT, INC.

www.koenigbody.com

2428 Farmington Road, Peoria, IL 61604
Ph.: (309) 673-7435 or (800) 767-7406
Fax: (309) 673-6836



ASE Certified
Technicians

QUOTE [X]
ESTIMATE []
ORDER []

You name it.... We can build it!

TRANSFER

TO: CITY OF BLOOMINGTON
ADDRESS: 109 EAST OLIVE STREET
CITY: BLOOMINGTON, IL 61720

DATE: 01/15/2021
PHONE: 434-2296
FAX: 434-2279

ATTN: ROB KRONES

LOW PRO

WHITE

102"CT

30000RDS

TRUCK QUANTITY	WHEELBASE	COLOR	DESCRIPTION	CAB TO AXLE	TRANSMISSION	NET PRICE
1	HENDERSON 96" TGS "201 STAINLESS STEEL" 6" SPREADER:					
	- GEAR CASE DRIVE AUGER MOTOR					
	- 6" REVERSE FLIGHTED AUGER WITH POLY CONNECTOR					
	- 4-QUICK PULL PIN MOUNTING TO BODY, <u>SEE INTER CHANGEABILITY</u>					
	- 18" DIA. POLY SPINNER WITH SELF LEVELING MOUNTING TO TROUGH 201 SS					
	- 7 GA. 201 SS TROUGH & 1/4" HIGH GUSSET END PLATES					
	- HYD. JUMP HOSES W/POPPET QUICK COUPLERS					
	- 10 GA. 201 SS COVER W/3-POINT HINGEWS & LOCK LEVERS					
	- INSIDE BODY STAINLESS STEEL GATE CLOSURES, BOLTED TO 1/2" X 2 1/2"					
	FLAT BAR "INTERCHANGEABLE WITH <u>EXISTING 12' BODY UNITS</u>					
	- SPREADERS MUST <u>INTERCHANGE FROM BODY TO BODY</u>					
1	AFT CHASSIS TOW KIT:					
	- 10" DEEP CHANNEL FRAME W/SIDE GUSSETS FOR RECESS MOUNTING					
	- 15 TON PINTLE HOOK					
	- 3/4" D-RINGS #B40					
	- REINFORCE BARS & RIBS					
	- CHANNEL BAR LIGHT GUARD ON EACH SIDE OF TOW CHANNEL					
	- COMBO 7-WAY RV/4-WAY TRAILER RECEPTACLE					
	- NO BRAKE CONTROLLER					

PAGE 1

SALESMAN SIGNED: _____ CUSTOMER SIGNED: _____

Rush Trucks is facilitating the work with Koenig so their signature above is for all of the work

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TRUCK QUANTITY	WHEELBASE	COLOR	CAB TO AXLE	TRANSMISSION	NET PRICE
		DESCRIPTION			
1		WAUSAU SQH TRUCK PORTION PLOW HITCH:			
		- FLAT PLATE MOUNT WITH SPRING LOADED SINGLE LOCK & RELEASE LEVER			
		- 1/2" CHECK PLATE MOUNTING PLATES			
		- MODIFY HOOD EMBLEM FOR SQH LIFT MOUNT			
		- LEFT HAND MOUNT H.P. QUICK COUPLER MANIFOLD WITH SINGLE LEVER			
		LOCK & RELEASE AND BOTTOM ACTIVATION			
		- SAFETY CHAIN & RING ON LOCK LEVER			
2		BACK UP CAMERA SYSTEM MOUNTED & PROTECTED IN REAR POST			
1		REMOVE ORIGINAL DUMP BODY AND STROBE CAB BAR			
		- REMOVE AND INSTALL NEW TAILGATE LINKAGE			
		- PROVIDE AND INSTALL NEW SADDLE MTG BRACKETS			
		- PROVIDE AND INSTALL NEW REAR HINGE ASSEMBLY W/ SS PINS AND			
		GREASABLE BLOCKS			
		- STRIP OUT AND INSTALL ALL NEW WIRING AND LIGHTING SYSTEMS			
		- INSTALL NEW WIRING AND LIGHTS IN CAB BAR			
		- REMOVE OLD CABSHIELD AND INSTALL NEW TO CLEAR NEW CHASSIS			
		- INSTALL NEW TAILGATE LATCHES AND AIR GATE RELEASE PANCAKE			

PAGE 2

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TRUCK QUANTITY	WHEELBASE	COLOR	CAB TO AXLE	TRANSMISSION	NET PRICE
		DESCRIPTION			
		NOTE: EXTRA REPAIRS ON DUMP BODY , EXAMPLE LEAF BOX POCKETS,			
		SPREADER SHIELDS , DUMP CYL. REPAIR WILL BE NOTED , AND BE EXTRA IN			
		CHARGES AFTER PERMISSION BY CITY / TIME HAS BEEN FIGURED IN JOB TO			
		FLIP BODY OVER AND REWELD LONGSILLS BACK TO FLOOR			
1		HENDERSON TRUNNION MOUNT DUMP HOIST:			
		- DOUBLE-ACTING CS110-5-3 NITRIDED CYLINDER			
		- LOW-PROFILE MOUNTING, 8" FROM CHASSIS RAIL TO BODY FLOOR			
		- 6" X 8" X 1/2" HINGE ANGLE W/DOUBLE SHEAR BLOCKS EACH SIDE MOUNTS			
		- 303 STAINLESS STEEL 2" DIA. HINGE PINS W/ GREASELESS COMPOSITE			
		BEARINGS WITH GREASEABLE HINGE BLOCKS			
		- LOW MOUNT HOIST CRADLE W/GREASELESS COMPOSITE BEARINGS			
1		JA LUBE CENTRAL SYSTEM FOR LUBE POINTS ON IH 7400 SINGLE AXLE			
		TRUCK & HOIST & PLOW HITCH			
1		PRIMER & PAINT: 201 STAINLESS STEEL ITEMS WILL NOT BE PAINTED			
		- ALL CHASSIS COMPONENTS, PLOW HITCH, AFT TOW, HYDRAULIC ITEMS TO			
		BE PRIMED & PAINTED BLACK			
		- BOTTOM OF DUMP BODY AND PLOW FRAME PAINTED BLACK			

PAGE 3

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TRUCK QUANTITY	WHEELBASE	COLOR	CAB TO AXLE	TRANSMISSION	NET PRICE
		DESCRIPTION			
1		SAFETY & ACCESSORY KIT:			
		- TWO BODY PROPS TO SUPPORT EMPTY BODY			
		- ECCO BACK-UP ALARM TO O.S.H.A. STANDARDS			
		- LEFT HAND FRONT STAINLESS STEEL FOLD DOWN LADDER TO O.S.H.A & A.N.S.I. STANDARDS, "GRIP STRUT RAILS"			
		- STAINLESS STEEL WALK RAILS ON EACH SIDE OF BODY			
		- BODY UP INDICATOR W/ TELL TALE LIGHT IN CONSOLE			
		- RED & SILVER REFLECTIVE TAPE ON SIDES & TAILGATE & SPREADER			
		- FRONT/AFT MUD FLAPS WITH AFT FLAPS CHASSIS MOUNTED			
		- LEFT HAND & RIGHT HAND FRONT STAINLESS STEEL SHOVEL BRACKETS WITH U.B. CARRY LOOPS AND RUBBER PADS			
		- CAUTION & SAFETY DECALS			
		- RAKE & BROOM HOLDERS FRONT CORNER HOLDER EACH SIDE			
1		LIGHTS & WIRING:			
		- BODY LIGHTS OPERATED THRU IH BODY HARNESS CONNECTION TO JUNCTION BOX			
		- JUNCTION BOX INSTALLED IN VALVE LOCKER			

PAGE 4

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TRUCK QUANTITY	WHEELBASE	COLOR DESCRIPTION	CAB TO AXLE	TRANSMISSION	NET PRICE
		CONTINUED:			
		- <u>ALL</u> LIGHTS WITH PLUG OR PACKARD CONNECTIONS			
		- <u>ALL</u> PLUG CONNECTION WITH DIELECTRIC GREASE			
		- HENDERSON AFT BODY WIRING HARNESS			
		- <u>L.E.D.</u> CORNER POST STOP-TAIL-TURN LIGHTS			
		- <u>ALL</u> EXTERIOR CONNECTION SOLDERED & HEAT SHRINK SEALED			
		- <u>ALL</u> WIRING ROUTED THRU GALVANIZED STEEL CONDUIT & RUBBER			
		GROMMETS			
		- 3" DIA. RUBBER HOUSED SPREADER LIGHT ON LEFT HAND AFT MUD FLAP			
		BRACKETS			
		- <u>ALL</u> WARNING LIGHT & SPREADER LIGHT WIRING ROUTED THRU			
		CAB DIST. BOX CONSOLE			
		- L.E.D. ECCO #3965A CORNER POST STROBES			
		1. TWO AFT FACING, 1-EACH POST			
		2. TWO SIDE FACING, 1-EACH POST			
		- LICENSE PLATE LIGHT & BRACKET ON RIGHT HAND SIDE OF AFT TO			
		CHANNEL FACE			
		- REMOVE O.E.M. TAILLIGHTS & REPLACE WITH TRUCKLITE OR GROTE			
		#40725 MODULE DOUBLE LIGHT BOXES			
		1. RECESSED MOUNTED IN AFT CHANNEL BAR GUARDS AND BOLTED TO			

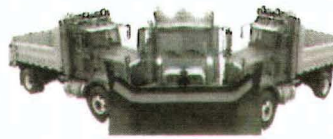
PAGE 5

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TRUCK QUANTITY	WHEELBASE	COLOR	CAB TO AXLE	TRANSMISSION	NET PRICE
		DESCRIPTION			
		AFT TOW FRAME, 1-EACH SIDE			
		2. #44202 L.E.D. STOP-TAIL-TURN LAMPS (OR EQUAL)			
		3. #40004 L.E.D. BACK-UP LAMP(OR EQUAL)			
		4. SPRAY INSIDE OF STEEL BOXES WITH UNDER-COATING			
		- LOW-PROFILE CAB STROBE BAR			
		1. ECCO #3965A L.E.D. THREE LIGHT STROBE CLUSTER EACH SIDE			
		2. REUSE STAINLESS STEEL 3-LIGHT HOLE BOX ON EACH END			
		3. REUSE ALUMINUM TUBE CROSS BAR			
		4. NEW ALUMINUM MOUNTING BARS TO CAB			
		5. MOUNT AS FAR FORWARD AS POSSIBLE TO WINDSHIELD & MINI 3" CAB			
		CLEARANCE			
		6. 1-PC. HARNESS TO DIST. BOX			
		7. STAINLESS STEEL FASTENERS			
		8. DOUBLE FLASH ALL 6-LIGHTS AT ONE TIME			
		- TILT HOOD PLOW LIGHTS/FENDER MIRRORS			
		1. ABL3060 HI-LO WITH INTEGRAL TURNS PLOW LIGHTS			
		2. ACTIVATED BY IH DASH SWITCH			
		3. MOUNTED ON FENDER MIRROR BRACKETS			
		4. STAINLESS STEEL FASTENERS AND MOUNT BARS			

PAGE 6

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TRUCK QUANTITY	WHEELBASE	COLOR	CAB TO AXLE	TRANSMISSION	NET PRICE
		DESCRIPTION			
1		FORCE AMERICA DESIGNED LOAD SENSE:			
		PTO DRIVE CENTRAL HYDRAULIC SYSTEM:			
		- TXV 92 - 5.6 LOAD SENSE PUMP			
		- FORCE PATROL COMMANDER CONTROL SYTEM FOR BODY AND PLOW			
		- HOT SHIFT PTO DIN SHAFT			
		- STAINLESS STEEL TANK / VALVE COMBO / POLY LID			
		- ADD A FOLD VT SERIES VALVE W/ AUGER REVERSE			
		- 5100 SERIES ELECTRONIC SPREADER VALVE CONTROL			
		- ALL CONTROLS MOUNTED IN CONSOLE			
		- SPREADER CONTROL AND PLOW/DUMP BODY CONTROLS MOUNTED BETWEEN THE SEATS			
		- STAINLESS STEEL HYD. OIL COMMON RETURN MANIFOLD			
		- 2" QUARTER TURN BALL VALVE ON TANK SUCTION PORT WITH SUCTION STRAINER AND SUCTION HOSE			
		- HIGH PRESSURE FILTER/ LOW OIL WARNING LIGHT			
		- FUSED CENTRAL BLOCK IN VALVE LOCKER FOR CONSOLE SWITCHES			

PAGE 7

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TRUCK QUANTITY	WHEELBASE	COLOR	CAB TO AXLE	TRANSMISSION	NET PRICE
	DESCRIPTION				
1	WAUSAU HSP3610H SNOW PLOW:				
	- CUSHION VALVE & LOCK RELIEF VALVE				
	- SQH QUICK HITCH PLOW PORTION				
	- SPLIT CUTTING EDGE TRIP, 1-5' & 1-5' SECTIONS				
	- POLY DEFLECTOR & BLADE MARKERS				
	- 10' X 36" POLY MOLDBOARD WITH NO MAILBOX CUTOUTS				
	DOWNTOWN WORK , SMALLER UNIT , NOT REQUIRED				
	- CARBIDE CUTTING EDGE WITH .750 X 6" COVER & WAUSAU CURB GUARDS				
	- JACK STAND				
	- DUAL REVERSE CYLINDERS				
	- HOSE & H.P. QUICK COUPLER ADAPTOR, MATCH FLEET SET-UP				
	- NO CARRIERS				
	"SEE NOTES" LOW PRO ONE UNIT F.O.B. PEORIA, IL			\$80,697	00
	TRANSFER JOB				
	NO WING OR PREWET				
	OLD PRICE WAS 78.6K PLUS OVER 3K IN BED REPAIRS				

PAGE 8

SALESMAN SIGNED: _____ CUSTOMER SIGNED: _____

EQUIPMENT, INC.

You name it.... We can build it!

Fax: (309) 673-6836



QUOTE [X]
ESTIMATE []
ORDER []

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CONSENT AGENDA ITEM NO. 8.F

FOR COUNCIL: March 22, 2021

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

STRATEGIC PLAN LINK:

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

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5b. City decisions consistent with plans and policies
- Objective 5a. Well-planned City with necessary services and infrastructure
- Objective 2b. Quality water for the long term

BACKGROUND: Public Works is recommending the approval of a Professional Services Contract with Donohue & Associates, Inc., for the supervisory control and data acquisition (SCADA) Improvements Design, in the amount not to exceed \$477,600.

The Water Division's SCADA system was constructed in the 1990s. The SCADA system monitors and controls the treatment plant and pump stations with a system of meters, sensors, transmitters, actuators, etc., connected through logic controllers in control panels to the network of desktop computers running dedicated software. This system allows operations staff the ability to monitor and control the entire water system from a single location.

Until recently, the SCADA system received limited maintenance with rehabilitation, repair, and replacement occurring as outdated components failed. On August 26, 2019, City Council approved a contract for SCADA maintenance services. Through RFQ #2020-07, SCADAware was selected as the firm that is uniquely qualified to leverage their effort on the previous SCADA Master Plan and provide a rapid and integrated response to the City's need for SCADA system improvements. Under this maintenance agreement, they have been working with Water Division staff to replace the SCADA system equipment that is years past its normal service life. Work has also begun on replacement of the SCADA software that is necessary now that Microsoft has discontinued support for the current software's operating system.

The current SCADA maintenance service contract includes routine maintenance, troubleshooting, repair and replacement of system components, and programming of control

panels, and SCADA computer software with 24-hour telephone support and emergency service. Public Works staff have developed an excellent working relationship with SCADAware. They have become a trusted partner in the effort to make the long-needed improvements to the SCADA system. As staff have learned more about the SCADA system through this project, it has become apparent that in order to make the most of the SCADA improvements, design services are needed, beyond what a system integration and SCADA maintenance firm can provide cost-effectively.

The proposed SCADA Improvements Design contract with Donohue & Associates, Inc., will evaluate existing process control strategies. This evaluation will start with the treatment processes and the instruments that monitor them and extend to the Interface of the SCADA network with the City enterprise network. An assessment of cybersecurity threats at all levels and design of recommended improvements will be included. This SCADA Improvements Design contract will coordinate with the multi-year maintenance service contract and will allow the Public Works Department to pursue a prioritized implementation of SCADA system improvements while minimizing the impact on day-to-day operations of the water system.

Through Resolution 2019-34, the City Council approved a list of prequalified vendors for Architectural and Engineering Services. Resolution 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, Inc., to be the most qualified firm to do the work. 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 SCADA 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 SCADA System is critical infrastructure for the City of Bloomington water system and is in need of substantial improvements. Delay of this project may cause an impact to system operations and water quality.

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 accumulates fund balance to be used for the execution of larger projects/purchases.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, \$477,600 will be paid out of the Water Mechanical Maintenance-Architectural & Engineering Services for Construction account (50100160-70051). This work was not included in the FY 2021 Budget. The \$477,600 will be transferred from the Lake Maintenance-Buildings account (50100140-72520-60000) to the Water Mechanical Maintenance-Architectural & Engineering Services for Construction account (50100170-70051). The Lake Bloomington Maintenance Facility Construction project budgeted in FY 2021 at \$1,200,000 for construction is being delayed until completion of pre-design planning of Water Treatment Plant Improvements to better coordinate with those

improvements. This makes the transfer of the \$477,600 available to cover the cost of the SCADA Improvements Design. Stakeholders can locate this in the FY 2021 Budget Book titled "Other Funds & Capital Improvement" on pages 128, 249, 291, 325 and 326.

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, 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.

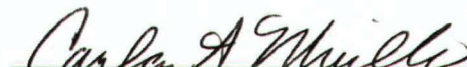
Respectfully submitted for Council consideration.

Prepared by: Aaron Kinder, Superintendent of Mechanical Maintenance

Reviewed by:


Kevin Kothe, Director of Public Works

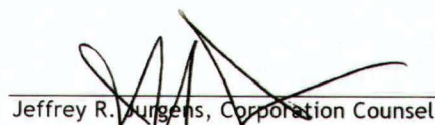
3/8/2021


Carla Murillo, Procurement Manager

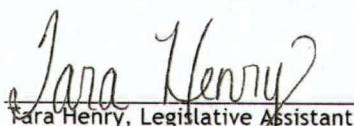
3/9/2021


Chris Tomertin, Budget Manager

3/11/2021


Jeffrey R. Jurgens, Corporation Counsel

3/15/2021


Tara Henry, Legislative Assistant

3/19/2021

Recommended by:


Tim Gleason, City Manager

Attachments:

- PW 2B Contract_SCADA Improvements Design 03222021

CITY OF BLOOMINGTON CONTRACT WITH
Donohue & Associates, Inc.
FOR PROFESSIONAL SERVICES FOR
SCADA Improvements Design

THIS AGREEMENT, dated this _____ day of _____, 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: _____

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
SCOPE OF SERVICES / WORK PROVIDED

See Attached.



EXHIBIT A
PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING

A. PROJECT DESCRIPTION

The City of Bloomington Water Division is beginning utility-wide SCADA improvements. The City recently completed a SCADA Master Plan which identified the need for control system upgrades throughout the water infrastructure. The City has entered into an agreement with SCADAware for integration services associated with the upgrades. The City anticipates this project to extend over 2 to 3 years. Donohue will not be providing programming services under the project. This project will provide engineering support and oversight of the control system upgrades. Key areas for engineering support include the following:

Scope Item No. 1	Develop Process and Instrumentation Diagrams
Scope Item No. 2	Update Existing Documentation (including operational control strategies, input/output lists and instrument data sheets)
Scope Item No. 3	Identify water system monitoring, performance and control opportunities
Scope Item No. 4	Update standards for the control system hardware, software, programming components, and security architecture
Scope Item No. 5	Engineering Services and Coordination

B. SCOPE OF SERVICES

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

1. Develop Process and Instrument Diagrams (P&IDs)

- a. Donohue will review and develop P&IDs for the project. P&IDs developed as part of the SCADA Master Plan will be used as references. Site investigations will be coordinated with the City to solicit input and iteratively develop the drawings. The drawings will reflect existing conditions as well as future improvements that are recommended throughout this project. Future improvements are limited to instrumentation and control systems and do not include process improvements such as piping or equipment upgrades. P&IDs will be delivered in .pdf and AutoCad 2018 (or more recent).

2. Develop Existing Documentation

- a. Donohue will review the available, existing operational control strategies and work with operations and engineering staff to document the existing control strategies and develop updated control strategies. The control strategies will also incorporate the IO lists (as updated) and existing SCADA screens and PLC programming where appropriate. The final revised operational strategies will be used by the Systems Integrator to develop the SCADA application programming. The control strategies will then be updated through the system integration and commissioning process.

- b. Donohue will review, evaluate, and document the existing Input/Output (I/O) lists for the existing PLCs, recommend field investigations to determine existing signal quality and function, and prepare updated I/O Lists for the recommended improvements. The I/O Lists will be used by the Systems Integrator as the basis for programming. Note that the current I/O list includes SCADA tags that are typically related to standard integration blocks. The intent is to only include I/O that is hardwired or networked (soft I/O) to the PLCs. The SCADA tags will be represented in the updated standards document.
- c. Donohue will work with the City to provide a field investigation of existing instrumentation and develop Instrument Datasheets for a sampling of the existing instrumentation. ISA S20 data sheets will be used as the base template and will be modified as needed for the application. Instrument Datasheets will document information about the instrumentation such as Tag Number, Application, Calibration Data, Manufacturer, Model Number, mounting information, and sufficient details to allow future replacement and calibration. Donohue will prepare the instrument datasheets for one of each type of instrument installed. For example, a datasheet will be prepared and populated for one magnetic flow meter, Venturi flow meter, pressure transmitter, pressure gage, radar level element, ultrasonic level instrument, turbidimeter, etc. Instrument data sheets will be prepared and populated with City staff to allow them to document all remaining instruments using the templates provided.

3. Identify Water System Monitoring, Control and Performance Opportunities

- a. Donohue will provide the services of a Senior Water Treatment Process Engineer to review and evaluate the existing water treatment systems for improvements in monitoring, control and performance. The systems generally include water treatment processes, operations, instrumentation, and controls. Based on this review and the recommendations, Donohue will work with operations and engineering staff and conduct three workshops to develop recommended instrumentation improvements and revised operational control strategies. A Technical Memorandum will summarize the opportunities and value. Some initial opportunities may include the following:
 - i. Raw water turbidity monitoring
 - ii. Backwash flow monitoring
 - iii. Chemical dose and/or proportional control

Our intent is to develop additional opportunities and best practices that will be reviewed in detail as part of the workshops and technical memo.

4. Develop Standards for the new SCADA System

- a. Donohue will review and revise the existing standards developed under the previous SCADA Master Plan and work with the City and SCADAware to update the standards. SCADA standards will include sections for SCADA Software, Network Configuration, Server and Computer Hardware, Tagging Standards, Program Storage and Revision Control, HMI Graphic Standards, Alarming and Reporting Standards, Control Panel Standards, and PLC Programming Standards. This includes incorporating Ignition HMI software versus Wonderware (the HMI software currently included in the SCADA Standards document).
- b. Donohue will investigate existing security architecture, policies, and procedures regarding the SCADA system and the pertinent portions of the City enterprise network. This investigation develops a set of recommendations regarding improvements to the security

of the SCADA system. The areas addressed by the recommendations shall be regulatory compliance; risk management and tolerance; cybersecurity architecture, protocols, and procedures; cybersecurity processes for incident detection, response, and system recovery; and non-digital control system components for maintaining plant operations without the full operation of the digital system(s). The focus of the evaluation is water security best practices including (taken from EPA Water Security Cyber Security Brief for States):

- Manage an inventory of control system devices and ensure equipment is not exposed to networks outside of the Utility.
 - Ensure networks are segregated and firewalled.
 - Use secure remote access methods like virtual private networks.
 - Establish roles to control access based on job functions.
 - Require strong passwords and password management, including 2-factor authentication.
 - Stay aware of vulnerabilities and implement patches and updates.
 - Enforce policies for the security of mobile devices.
 - Have employee cyber security training.
 - Involve Utility leadership in training.
 - Monitor network for intrusions and have a plan to respond.
- c. Donohue will develop a series of five workshops with examples and recommendations. These workshops will be used to develop and document goals for the future SCADA system. Donohue will work with SCADAware to implement the goals established during the workshops.

5. Engineering Services and Coordination

- a. Donohue will work with the City to develop a schedule with construction constraints for the control system upgrades.
- b. Donohue will provide submittal reviews of control panel drawings prepared by SCADAware and provide feedback to ensure the proposed changes meet the City's goals and long-term needs.
- c. Donohue will review SCADA graphics and PLC programming code and offer recommendations based on programming standards and process control strategies.

C. PROJECT TIMING

- 1. Donohue shall be authorized to commence the Services set forth herein upon execution of this Agreement and receipt of City-issued notice to proceed and purchase order. It is expected that these services will continue over a two (2) to three (3) year time frame.

EXHIBIT B
PAYMENT TERMS

See Attached.

Exhibit B
Water SCADA Design and Oversight
City of Bloomington, Illinois
2021 Fee Estimate Summary Donohue
& Associates

IDOT OH Rate 1.4794 14.500%

Task Description	ENG VII	ENG VII	ENG VI	Admin II	Total Hours	Total Direct Labor	IHDC	SBO	OHxDL	FF	Total Cost	Subtotals
	\$ 74.64	\$ 73.32	\$ 58.65	\$ 26.18								
Project Management												\$ 24,691
PM and Administration	100			24	124	\$ 8,092	\$ 1,500		\$ 11,971.66	\$ 3,127	\$ 24,691	
Scope Item No. 1 Develop Process and Instrument Diagrams												\$ 92,020
P&ID Review & Site Visits	40	40	40		120	\$ 8,264	\$ 2,500		\$ 12,226.35	\$ 3,334	\$ 26,324	
Develop P&IDs		120	160		280	\$ 18,182			\$ 26,899.04	\$ 6,537	\$ 51,618	
P&ID Review Workshop & Submittal	24	24	24		72	\$ 4,959			\$ 7,335.81	\$ 1,783	\$ 14,077	
Scope Item No. 2 Develop Existing Documentation												\$ 78,867
Operational Strategy Review & Site Visits	40	40			80	\$ 5,918	\$ 1,600		\$ 8,755.68	\$ 2,360	\$ 18,634	
Operational Strategy Review Workshop	16	16			32	\$ 2,367	\$ 1,600		\$ 3,502.27	\$ 1,083	\$ 8,553	
Revise Operational Control Strategies and deliver documents	16	40	40		96	\$ 6,473			\$ 9,576.22	\$ 2,327	\$ 18,376	
I/O List Review and Preparation		80			80	\$ 5,866			\$ 8,677.57	\$ 2,109	\$ 16,652	
Instrument Datasheet Preparation		80			80	\$ 5,866			\$ 8,677.57	\$ 2,109	\$ 16,652	
Scope Item No. 3 Identify Water System Performance Opportunities												\$ 40,598
Site Visits	16	16			32	\$ 2,367	\$ 1,600		\$ 3,502.27	\$ 1,083	\$ 8,553	
Three Workshops	40	40			80	\$ 5,918	\$ 1,600		\$ 8,755.68	\$ 2,360	\$ 18,634	
Develop Performance Opportunities TM	24	40			64	\$ 4,724	\$ -		\$ 6,988.92	\$ 1,698	\$ 13,411	
Scope Item No. 4 Develop Standards for New SCADA System												\$ 65,338
Standards Documentation	40	80	16		136	\$ 9,790			\$ 14,482.73	\$ 3,519	\$ 27,792	
SCADA System Security Investigation	50	60	8		118	\$ 8,600			\$ 12,723.43	\$ 3,092	\$ 24,416	
Standards Workshops	16	16			32	\$ 2,367	\$ 1,500		\$ 3,502.27	\$ 1,069	\$ 8,438	
Standards Submittal	8	8	8		24	\$ 1,653			\$ 2,445.27	\$ 594	\$ 4,692	
Scope Item No. 5 Engineering Services and Coordination												\$ 176,056
Develop Schedule and Construction/Constraints	40	40	40		120	\$ 8,264			\$ 12,226.35	\$ 2,971	\$ 23,462	
Submittal Reviews	100	200	50		350	\$ 25,061			\$ 37,074.50	\$ 9,010	\$ 71,145	
Coordinate SCADA integration with Owner and Integrator	100	200	50		350	\$ 25,061	\$ 9,000		\$ 37,074.50	\$ 10,315	\$ 81,450	
Total	670	1,140	436	24	2,270	\$ 159,793	\$ 20,900	\$ -	\$ 236,398	\$ 60,478	\$ 477,570	\$ 477,570
Total Direct Labor Dollars by Staff	\$ 50,009	\$ 83,585	\$ 25,571	\$ 628							TOTAL	\$ 477,600

IHDC Comments

5 site visits at \$300

5 site visits at \$300 and 1 @ \$1K

2 site visits at \$300 and 1 at \$1K

2 site visits at \$300 and 1 at \$1K

2 site visits at \$300 and 1 at \$1K

2 site visits at \$300 and 1 at \$1K

30 site visits @ \$300/visit = \$9K



CONSENT AGENDA ITEM NO. 8.G

FOR COUNCIL: March 22, 2021

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

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 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service
- Objective 2c. Functional, well maintained sewer collection system

BACKGROUND: Public Works is recommending the approval of an Agreement with Stark Excavating, Inc., for the FY 2021 Sugar Creek Pump Station Improvements in the amount of \$505,840.

This project is the first of two phases and includes only the work at the Sugar Creek Pump Station. The second phase, which will be bid in the summer 2021, will connect a new, 12-inch force main to this project at the edge of the pump station property and continue nearly 17,000 feet to the Bloomington-Normal Water Reclamation District. The pump station improvements will include the following pump station modifications and safety items:

- Installation of wet well improvements
- Installation of submersible pumps
- Installation of valves, piping, and appurtenances
- Installation of walkway around existing generator
- Electrical and control modifications
- HVAC modifications

The purpose of this work is to reduce the size of force main and adjust the pump station infrastructure to match the current typical pumping requirements and provide redundancy with a second force main. The redundancy is necessary in case of a failure of the existing

force main. With an additional force main, it will minimize the risk of major sanitary sewer overflow that could result in Illinois Environmental Protection Agency violations and would be expensive to clean up.

The Public Works Department prepared the FY 2021 Sugar Creek Pump Station Improvements proposal package and advertised the project for competitive bids. Bids for this contract were received until 1:00 PM Tuesday, March 2, 2021, at the Office of the City Clerk by mail or at Grossinger Motors Arena, if delivered in person. Staff received five (5) bids and opened them at 2:00 PM Tuesday, March 2, 2021, in the City Council Chambers, streamed live on the City website.

CONTRACTOR	BID AMOUNT (BID #2021-22)	
GEORGE GILDNER, INC.	\$757,880	
STARK EXCAVATING, INC.	\$505,840	LOW BID
HOERR CONSTRUCTION, INC.	\$840,000	
G.A. RICH & SONS, INC.	\$613,619	

Public Works did not receive any other complete bids.

The completion date for this project is specified as 240 calendar days from the issuance of the written Notice to Proceed.

Maurer Stutz, Inc. (MSI), the engineering firm hired by the City for this project, prepared the bidding documents and the estimate for the project. The City based its budget projections for this project on the MSI supplied Opinion of Probable Cost, in the amount of \$337,000, which was submitted in the preliminary phase of the MSI engineering work. The City budgeted \$400,000 for this work.

The bid prices of each item of work were generally higher than the estimated prices, however, the largest discrepancies appear to be associated with the following work items:

ITEM	DESCRIPTION	ESTIMATED PRICE	LOW BIDDER BID PRICE	DIFFERENCE
1	Cleaning Wet Well	\$5,000	\$37,000	\$32,000
4	Install of Flushing Header	\$15,000	\$30,000	\$15,000
7	Install Valve Vault and Piping	\$28,000	\$50,000	\$22,000
14	Mobilization & Demobilization	\$2,500	\$37,000	\$34,500
15	Electrical & Control Modifications	\$95,000	\$152,000	\$57,000
17	Install Walkway & Stairs	\$10,000	\$33,000	\$23,000
			TOTAL	\$183,000

The higher-than-estimated prices in the above list of items could be the result of the unique nature of each item. At the time of preliminary engineering and budgeting, the details of the final project had not been completed. There was a significant range of bids received for this project (\$505,840 to \$840,000) and, therefore, the higher-than-expected low bid does not correspond to only one bid item issue. In order to maintain the safety improvements and operational performance of the lift station, there are no items that can be removed to obtain a lower bid price if the project were to be re-bid. Therefore, staff recommends that the City accept the bid prices as submitted by Stark Excavating, Inc.

With the force main work being done in the next fiscal year, and budgeted accordingly, funds from this fiscal year originally allocated to the force main work will be utilized for the pump station improvements.

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 it includes essential City infrastructure improvements. As a result of the lack of necessary equipment or manpower, this work is beyond the capability of City crews.

The Sanitary Sewer Fund is an Enterprise Fund that generate fees for funding its operations. 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. 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* on January 26, 2021.

FINANCIAL IMPACT: If approved, the contract for FY 2021 Sugar Creek Pump Station Improvements project in the amount of \$505,840 will be awarded to Stark Excavating, Inc. This item will be paid out of the Sanitary Sewer-Sewer Main Construction account (51101100-72550). Stakeholders can locate this in the FY 2021 Budget Book titled "Other Funds & Capital Improvement" on pages 140, 250, 334, 343 and 344.

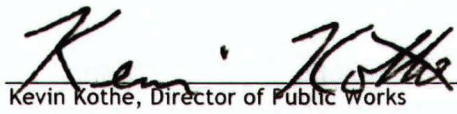
With the force main work being done in the next fiscal year, there are sufficient budgeted funds in the current fiscal year to cover the total cost of this project.

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

Respectfully submitted for Council consideration.

Prepared by: Ward Snarr, Civil Engineer II

Reviewed by:


Kevin Kothe, Director of Public Works

3/10/2021


Carla Murillo, Procurement Manager

3/12/2021


Chris Tomertin, Budget Manager

3/12/2021


Jeffrey R. Jurgens, Corporation Counsel

3/15/2021


Tara Henry, Legislative Assistant

3/17/2021

Recommended by:


Tim Gleason, City Manager

Attachments:

- PW 5B Agreement FY21 Sugar Creek Pump Station Improvements Construction 03222021
- PW 5C Bid Tab FY21 Sugar Creek Pump Station Improvements Construction 03222021

AGREEMENT

THIS AGREEMENT, Made and entered into this **March 22, 2021**, by and between, **Stark Excavating, 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 **January 26, 2021**, by advertisement, call for bids for furnishing all labor and material for the construction of **SUGAR CREEK PUMP STATION IMPROVEMENTS** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **Tuesday, March 2, 2021**, submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **Bid #2021-22 - SUGAR CREEK PUMP STATION IMPROVEMENTS** 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 Bid Package, Specifications, Special Provisions, Contractor's Bid Form, Contract Bond and Project Addenda hereto attached, and the Plans for **SUGAR CREEK PUMP STATION IMPROVEMENTS** 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 **\$505,840.00** executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the said City of Bloomington and the City Council, as a guarantee that said Contractor faithfully will perform the work in accordance with this agreement.

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

IT IS FURTHER AGREED that said Contractor shall complete all work within **240 calendar days** of issuance of the written NOTICE TO PROCEED.

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

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

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

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

The number of inspectors to be placed on said work shall be determined by the City of Bloomington, but if at any time on account of a disregard of any of the provisions of this contract by the said first party, or on account of the failure of said first party to faithfully perform the work in accordance with this contract, additional inspectors shall be deemed necessary by said City, the pay of such additional inspectors shall be charged to said Contractor and be deducted from the amount due said Contractor on final settlement under this contract.

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

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

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act") including the Public Act 100-1177 effective June 1, 2019. The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

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

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

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

(Seal)

ATTEST;

City Clerk

CITY OF BLOOMINGTON

By: _____
City Manager

WITNESS:

CONTRACTOR (Seal)



**CITY OF BLOOMINGTON, IL
INSURANCE REQUIREMENTS FOR CONTRACTS**

Prior to the commencement of work governed by any contract between the **CITY** and any Third Party, the Third Party shall provide the **CITY** satisfactory evidence of insurance coverage via a valid Certificate of Insurance showing coverage provided by a carrier who has no less than an A- VIII rating with AM Best's Rating. The Certificate must list the **CITY**, its employees, and officials as additional named insured's. The Certificate must also list coverage as primary and non-contributory, include a waiver of subrogation, and include a thirty (30) days cancellation notice.

All coverage, as follows shall be maintained through the life of the contract and include, as a minimum:

General Liability – ~~\$2,000,000~~ per occurrence/~~\$4,000,000~~ aggregate Bodily Injury and Property Damage
\$1,000,000 \$2,000,000

Products & Completed – \$2,000,000

Worker's Compensation – \$1,000,000 Each Accident/\$1,000,000 Disease-Each Employee/\$1,000,000
Disease-Policy Limit

Automobile Liability – ~~\$2,000,000~~ with \$5,000 medical payments
1,000,000

Umbrella/Excess Liability – \$10,000,000

Crime & Theft Coverage ~~\$2,000,000~~ Will not have access to City property
- ~~Required when Third Party will have access to City property.~~



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/08/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Risk Managers 2104 Windsor Place Suite B Champaign IL 61820	CONTACT NAME: Luke Sherman PHONE (A/C, No, Ext): (217) 239-3755 FAX (A/C, No): (217) 239-3769 E-MAIL ADDRESS: service@irmagency.com
INSURED Stark Excavating, Inc 1805 W Washington St Bloomington IL 61701-3703	INSURER(S) AFFORDING COVERAGE INSURER A: Motorist Mutual Insurance Company INSURER B: BrickStreet Mutual Insurance Company INSURER C: Great American Insurance Company INSURER D: Travelers Property Casualty of America INSURER E: Westchester Surplus Lines Insurance INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 21-22 Master**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GENTL AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y		01/01/2021	01/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRE NON-OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ONLY	Y	Y		01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0	Y	Y		01/01/2021	01/01/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	12/31/2020	12/31/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Liability	Y	Y		01/01/2021	01/01/2022	Each Occurrence \$8,000,000 Aggregate \$8,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Sugar Creek Pump Station Improvements

The City of Bloomington, its employees and officials are included as additional insureds on a primary noncontributory basis with respect to general liability and auto liability, as required by written contract. Waiver of subrogation in favor of the additional insureds applies to general liability, auto liability and workers compensation, as required by written contract. Umbrella follows form. Thirty (30) day notice of cancellation applies, except ten (10) day notice of cancellation applies for nonpayment of premium.

CERTIFICATE HOLDER**CANCELLATION**

City of Bloomington 109 E Olive St Bloomington IL 61701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CITY OF BLOOMINGTON
FY 2021 Sugar Creek Pump Station Improvements
 PROJECT NO. # 50-29-13013-20-00
 Bid No. 2021-22
 Bid Tabulation

Bid Opening Date: 03/02/2021
 Bid Opening Time: 2:00 PM
 Prepared By: WFS 03/02/2021

Attended By: Carla Murillo
 Misty Shafer

LOW BID

A. Pump Station Improvements.			Budget		Award												
BASE BID			\$400,000.00			ENGINEERS ESTIMATE		Hoerr Construction Inc.		Stark Excavating		George Gildner, Inc.		G.A. Rich & Sons, Inc.		Koener Electric	
ITEM	DESCRIPTION	UNIT	APPROX. QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	Clean Existing Wet Well	LS	1	\$5,000.00	\$5,000.00	\$30,000.00	\$30,000.00	\$37,500.00	\$37,500.00	\$28,200.00	\$28,200.00	\$3,400.00	\$3,400.00				\$0.00
2	Remove existing pump base and piping from wet well (for new small pumps)	LS	1	\$3,500.00	\$3,500.00	\$15,000.00	\$15,000.00	\$5,700.00	\$5,700.00	\$11,500.00	\$11,500.00	\$8,272.00	\$8,272.00				\$0.00
3	Install 8" plug valve and actuator in valve chamber incl. piping modifications	LS	1	\$16,000.00	\$16,000.00	\$40,000.00	\$40,000.00	\$12,250.00	\$12,250.00	\$35,200.00	\$35,200.00	\$23,800.00	\$23,800.00				\$0.00
4	Installation of flushing header and vertical riser pipe in wet well	LS	1	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00	\$30,000.00	\$30,000.00	\$53,600.00	\$53,600.00	\$19,200.00	\$19,200.00				\$0.00
5	Install grout fillet in wet well	LS	1	\$4,000.00	\$4,000.00	\$80,000.00	\$80,000.00	\$16,000.00	\$16,000.00	\$35,300.00	\$35,300.00	\$40,600.00	\$40,600.00				\$0.00
6	Install submersible pumps in wet well incl. discharge piping to valve vault	LS	1	\$95,000.00	\$95,000.00	\$100,000.00	\$100,000.00	\$75,000.00	\$75,000.00	\$107,834.00	\$107,834.00	\$104,200.00	\$104,200.00				\$0.00
7	Install valve vault incl. valves, piping, sump pump, pressure gage, & connetion to	LS	1	\$28,000.00	\$28,000.00	\$80,000.00	\$80,000.00	\$50,000.00	\$50,000.00	\$52,400.00	\$52,400.00	\$45,800.00	\$45,800.00				\$0.00
8	Install flow meter in valve vault	LS	1	\$5,000.00	\$5,000.00	\$25,000.00	\$25,000.00	\$9,200.00	\$9,200.00	\$16,000.00	\$16,000.00	\$6,550.00	\$6,550.00				\$0.00
9	Remove existing fow meter in 30" meter manhole & install new flow meter	LS	1	\$6,000.00	\$6,000.00	\$20,000.00	\$20,000.00	\$5,500.00	\$5,500.00	\$9,800.00	\$9,800.00	\$4,600.00	\$4,600.00				\$0.00
10	Install sump pump and discharge piping in 30" meter manhole	LS	1	\$3,500.00	\$3,500.00	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00	\$10,800.00	\$10,800.00	\$11,100.00	\$11,100.00				\$0.00
11	Install top step in 30" meter manhole	LS	1	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$100.00	\$100.00	\$800.00	\$800.00	\$347.00	\$347.00				\$0.00
12	Install valve actuator & pedestal on existing 30" plug valve	LS	1	\$12,000.00	\$12,000.00	\$20,000.00	\$20,000.00	\$7,590.00	\$7,590.00	\$17,200.00	\$17,200.00	\$18,700.00	\$18,700.00				\$0.00
13	Grading and seeding	LS	1	\$4,000.00	\$4,000.00	\$8,000.00	\$8,000.00	\$5,500.00	\$5,500.00	\$3,100.00	\$3,100.00	\$9,700.00	\$9,700.00				\$0.00
14	Mobilization & demobilization	LS	1	\$2,500.00	\$2,500.00	\$11,000.00	\$11,000.00	\$37,000.00	\$37,000.00	\$49,286.00	\$49,286.00	\$3,500.00	\$3,500.00				\$0.00
15	Electrical & control modifications	LS	1	\$95,000.00	\$95,000.00	\$270,000.00	\$270,000.00	\$152,000.00	\$152,000.00	\$221,000.00	\$221,000.00	\$231,050.00	\$231,050.00	\$142,800.00	\$142,800.00		
16	HVAC modifications	LS	1	\$22,000.00	\$22,000.00	\$40,000.00	\$40,000.00	\$17,000.00	\$17,000.00	\$30,360.00	\$30,360.00	\$31,500.00	\$31,500.00				\$0.00
17	Stairs and walkway around existing generator	LS	1	\$10,000.00	\$10,000.00	\$60,000.00	\$60,000.00	\$33,000.00	\$33,000.00	\$65,500.00	\$65,500.00	\$41,300.00	\$41,300.00				\$0.00
18	Point Repairs	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00		
TOTAL BASE BID					\$337,000.00		\$840,000.00		\$505,840.00		\$757,880.00		\$613,619.00				\$142,800.00

A. TOTAL BASE BID = \$337,000.00

\$840,000.00

\$505,840.00

\$757,880.00

\$613,619.00

\$142,800.00



CONSENT AGENDA ITEM NO. 8.H

FOR COUNCIL: March 22, 2021

SPONSOR: Economic & Community Development Department

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

STRATEGIC PLAN LINK:

-Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

-Objective 5b. City decisions consistent with plans and policies

BACKGROUND: The City of Bloomington is required by Chapter 44 of the City Code and by 65 ILCS 5/11-13-19 of the Illinois Municipal Code to annually adopt the Official Zoning Map for the preceding calendar year, and to publish the Official Zoning Map no later than March 31st of each year. The map should clearly show the existing zoning uses, divisions, restrictions, regulations and classifications for the preceding calendar year. In addition, Chapter 44, Section 44-205 of the City code provides that in the event there have been significant or numerous changes in zoning, the City Council may by resolution adopt an Official Zoning Map showing those changes. Subsequent to the amendments passed in 2020, the City adopted a revised zoning ordinance that established a new R-D Downtown Residence Neighborhood District on February 8, 2021. The changes resulting from adoption of the new district are significant and therefore are reflected in the proposed map. Additionally, the City also adopted map amendments at the corner of N. Morris Ave and W. Elm Street, and on Southgate Road. Below is a bulleted summary of the cases reviewed and adopted in the preceding year through February 8, 2021:

Case No.	Address	Description	Ordinance No.
Z-01-20	3204-3212 & 3216 Gerig Drive	Rezoning from B-1 to B-2	2020-06
Z-02-20	Multiple Map Amendments	Map Amendments resulting from 2019 Text Amendment	2020-15
Z-03-20	Part of PIN: 21-05-353-024 Sunnyside Park	Rezoning from R-1C to P-2	2020-19
Z-14-20	808 S. Morris Avenue	Rezoning from B-2 to R-2	2020-63
Z-17-20	PIN: 22-09-476-002	Rezoning from P-2 to R-2	2020-72

	The Grove 8 th Addition		
Z-20-20	PINs: 15-32-351-001, 15-32-376-019, 15-32-376-020 Harvest Pointe Subdivision	Rezoning from B-1 to R-2	2020-77
Z-21-20	806 S. Morris Avenue	Rezoning from B-2 to R-2	2021-01
Z-22-20	829 W. Elm Street	Rezoning from B-2 to R-2	2021-01
Z-24-20	Multiple Map Amendments establishing RD District	Rezone from R-3B to R-D	2021-05
Z-01-21	7.31 acres south of Southgate Rd	Rezone from B-2 to C-1	2021-10

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this agenda item is routine in nature and mandated by local and state statutes. This item will have little to no impact on City resources.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Bloomington Planning Commission met on February 24, 2021 to review the proposed Official 2020 Zoning Map. The Planning Commission unanimously recommended that Council pass a resolution to adopt the proposed map. The minutes from the Planning Commission meeting are attached to this memo. A recording of the meeting is available at www.cityblm.org/live. The packet and materials are online at <https://www.cityblm.org/Home/ShowDocument?id=25904>.

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: ED-4.4 Evaluate commercial land use need in the context of changing economic trends.

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by:


Melissa Henry, Economic and Community Development Director

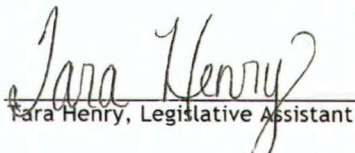
3/10/2021


Chris Tomertin, Budget Manager

3/12/2021

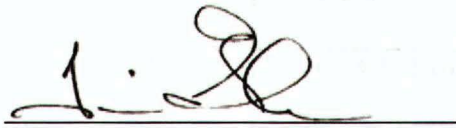
George Boyle
George Boyle, Assistant Corporation Counsel

3/16/2021


Tara Henry, Legislative Assistant

3/16/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- E&CD 1B Resolution_Zoning Map 2020
- E&CD 1C Zoning Map_2020_032221
- E&CD 1D Minutes 02.24.21_Z-06-21

RESOLUTION NO. 2021 - _____

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

WHEREAS, pursuant to 65 ILCS 5/11-13-19 of the Illinois Municipal Code, the corporate authorities shall cause to be published, no later than the thirty first (31st) day of March each year, a map clearly showing the existing zoning uses, divisions, restrictions, regulations and classifications of such municipality for the preceding calendar year; and

WHEREAS, the City Council adopted the Official 2019 Zoning Map (Res. 2020-06) on March 26, 2020 which superseded the Official 2018 Zoning Map; and

WHEREAS, the map published by the corporate authority shall be the Official Zoning Map, and when multiple changes occur and said map becomes difficult to interpret, said map shall be revised and a new Official Zoning Map showing the revisions shall be adopted; and

WHEREAS, pursuant to Chapter 44.2-2 of the Bloomington City Code, one (1) copy of the Official Zoning Map and thereafter one (1) copy of the current annual revision thereto are to be kept for public inspection in the Office of the City Clerk and in the office of the Director of Economic and Community Development; and

WHEREAS, each such map shall be identified by the signature of the Mayor, attested by the City Clerk and bearing the seal of the City under the words: This is to certify that the Official Zoning Map supersedes and replaces the previous Official Zoning Map and is part of Chapter 44 of the Bloomington City Code, 1960, as amended; and

WHEREAS, the City Council of said City has the power to pass this resolution and adopt the Official 2020 Zoning Map with revisions as of February 8, 2021, as the Official Zoning Map of said City, which supersedes the Official 2019 Zoning Map adopted on March 26, 2020.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Bloomington, McLean County, Illinois:

The Official 2020 Zoning Map of the City of Bloomington Illinois with revisions as of February 8, 2021 is hereby approved.

PASSED this 22nd day of March 2021.

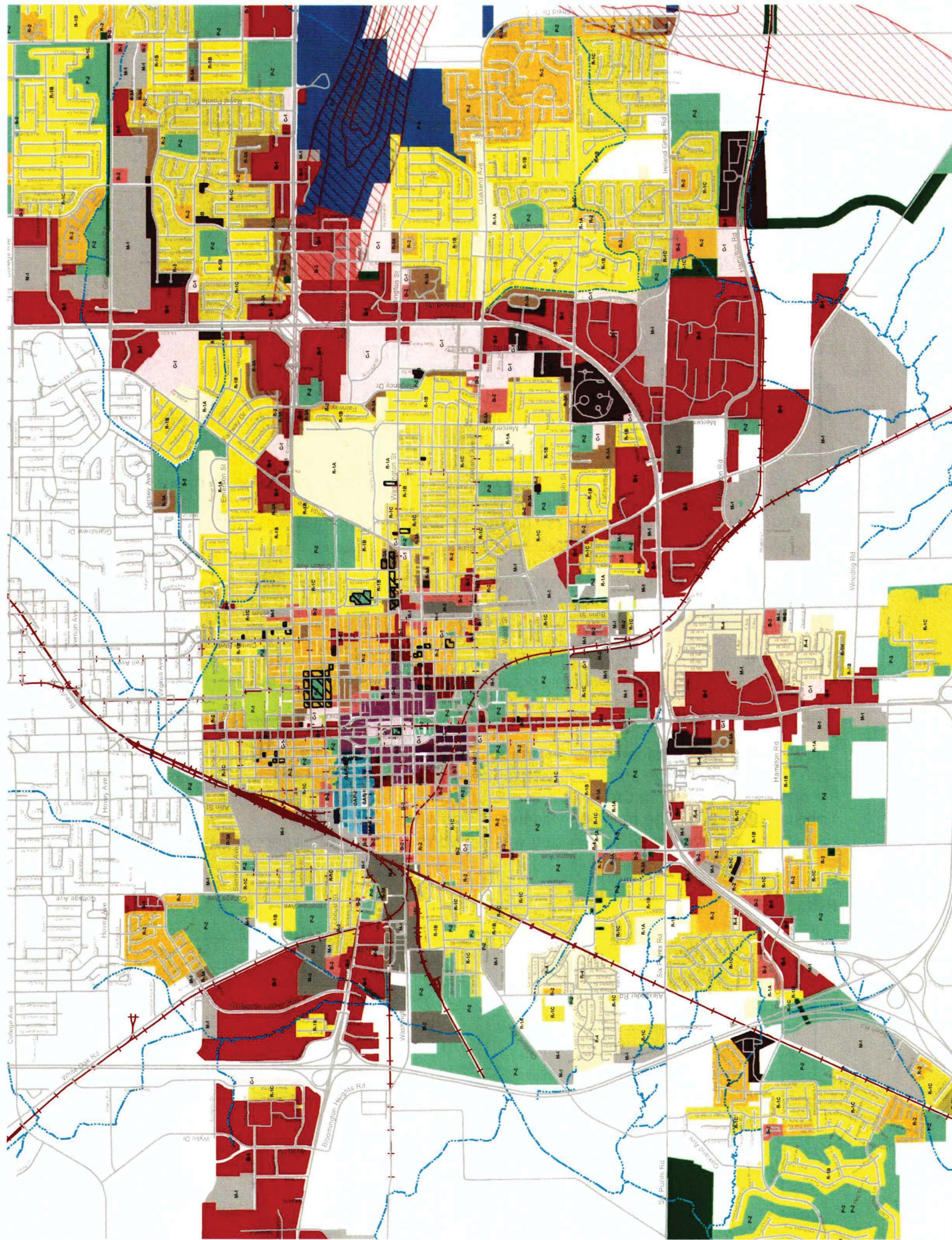
APPROVED this ____ day of March 2021.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk





MINUTES

PUBLISHED BY THE AUTHORITY OF THE PLANNING COMMISSION OF
BLOOMINGTON, ILLINOIS

REGULAR MEETING
COUNCIL CHAMBERS

109 EAST OLIVE STREET
BLOOMINGTON, IL

WEDNESDAY, FEBRUARY 24, 2021 4:00 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 physical 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.

The Planning Commission convened in Regular Session virtually via Zoom conferencing with City Planner Katie Simpson, Assistant Director Kimberly Smith, and Vice Chair Tyson Mohr in-person in City Hall's Council Chambers at 4:01 p.m., Wednesday, February 24, 2021. The meeting was live streamed to the public at www.cityblm.org/live. The meeting was called to order by Chairperson Headean.

ROLL CALL

Attendee Name	Title	Status
Ms. Megan Headean	Chair	Present
Mr. Tyson Mohr	Vice Chair	Present
Mr. Justin Boyd	Commissioner	Present
Mr. Thomas Krieger	Commissioner	Partially present
Ms. Megan McCann	Commissioner	Present

MEETING MINUTES

PUBLISHED BY THE AUTHORITY OF THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS

WEDNESDAY, FEBRUARY 24, 2021

Page | 1

Mr. Mark Muehleck	Commissioner	Present, joined late
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

COVID-19

Chairperson Headean explained that this meeting was held virtually via live stream pursuant to the gubernatorial executive order 2020-07, Section 6. Public comment was accepted until 15 minutes before the start of the meeting. Written public comment must have been emailed to publiccomment@cityblm.org and those wishing to speak live must have registered at <https://www.cityblm.org/register> at least 15 minutes prior to the meeting. City Hall was closed to the public.

D. Z-06-21 Recommendation that City Council pass a Resolution to adopt the Official 2020 Zoning Map for Bloomington reflecting the map amendments from the calendar year 2020 (Citywide Impact).

Ms. Kelly gave a brief overview of rezonings that had occurred in the last calendar year and displayed the updated zoning map. Mr. Mohr motioned to recommend approval. Mr. Stanczak seconded. Mr. Stanczak - Yes, Mr. Danenburger - Yes, Mr. Boyd - Yes, Mr. Muehleck - 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

No items.

ADJOURNMENT

Mr. Stanczak motioned to adjourn. Mr. Boyd seconded. All were in favor. The meeting was adjourned at 6:39 PM.



CONSENT AGENDA ITEM NO. 8.I

FOR COUNCIL: March 22, 2021

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

STRATEGIC PLAN LINK:

-Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

-Objective 2c. Functional, well maintained sewer collection system

BACKGROUND: Public Works is recommending the approval of a Resolution that will add \$58,000 to the FY 2021 Sugar Creek Lift Station Final Design contract with Maurer Stutz, Inc. (MSI) for a total of \$133,105. This amendment will add engineering construction inspection services (\$40,000) for the construction of Phase 1 Sugar Creek Pump Station Improvements (Bid #2021-22), which is being presented under a separate item for City Council approval tonight. In addition, this amendment includes additional easement negotiations and drawings (\$18,000) necessary to complete the engineering design services for the Phase 2 Force Main Project to be bid in July 2021. Engineering construction inspection services are not anticipated for the Phase 2 Force Main Project. The total engineering services for this project will remain under the approved budget amount.

The initial engineering services contract was approved on July 13, 2020 and included design work as a continuation of a preliminary study and preliminary design of multiple sewer lift stations completed by MSI in 2019 and 2020. The initial engineering services contract was intended to complete final plans and specifications, Illinois Environmental Protection Agency (IEPA) permits and other easement work by fall 2020 with engineering construction inspection services to be contracted at a later date. The construction plans and specifications produced by MSI were anticipated to be let for bidding around October 2020. Field investigations found an opportunity to save cost on the force main construction costs by utilizing an existing pipe under the Interstate. While this increased the design cost, the construction costs were able to be reduced by using an existing 30-inch, unused casing conduit. In addition, the field investigation determined that the existing force main was constructed outside of the permanent easement in multiple places which caused additional design work and land acquisition discussions. Three landowners were impacted by the force main improvements. Therefore, land acquisition/easement negotiations with the landowners

were commenced. These negotiations delayed the project letting until approximately July 2021 to minimize impact to farm fields. Land acquisition discussions for the force main are still ongoing.

Since there was no land acquisition or easement negotiations at the pump station, the project was broken into two construction projects, or two phases, with separate plans and specifications and different letting/construction schedules. This also increased costs associated with the project design but allowed the needed pump station improvements, which take additional time to move forward. The FY 2022 Sugar Creek Force Main Improvements (Phase 2) will be finalized after agreements with three property owners and the land acquisition/easement negotiations have been finalized.

The purpose of these two projects (Phase 1 and Phase 2) is to reduce the size of force main to match the current typical pumping requirements and provide redundancy with a second force main. The redundancy is necessary in case of a failure of the existing force main. With an additional force main, it will minimize the risk of major sanitary sewer overflow that could result in IEPA violations and be expensive to clean up.

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 of safety needs and to prevent the potential for a sanitary sewer overflow causing IEPA violations.

The Sanitary Sewer Fund is an Enterprise Fund that generates fees for funding its operations. 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. 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, the services within this amendment will cost \$58,000. The funds for these engineering services are included in the FY 2021 Budget under the Sanitary Sewer-Architectural & Engineering for Capital account (51101100-70051). Stakeholders can locate this in the FY 2021 Budget Book titled "Other Funds & Capital Improvement" on pages 139, 250, 334, 343 and 344.

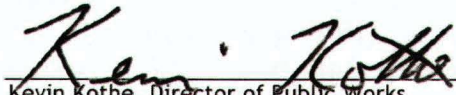
Change Order Total:	\$58,000
Existing Contract Funding:	+ \$75,105
New Contract Total:	\$133,105

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, 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.

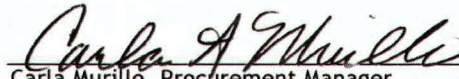
Respectfully submitted for Council consideration.

Prepared by: Ward Snarr, Civil Engineer II

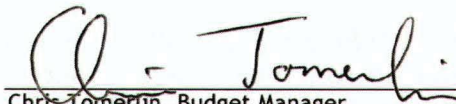
Reviewed by:


Kevin Kothe, Director of Public Works

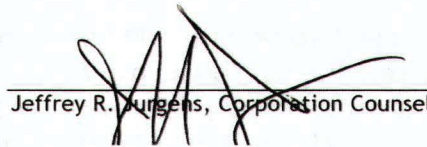
3/10/2021


Carla Murillo, Procurement Manager

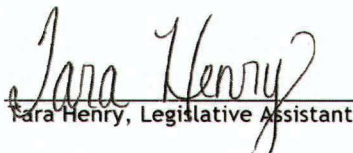
3/12/2021


Chris Tomerlin, Budget Manager

3/12/2021


Jeffrey R. Jurgens, Corporation Counsel

3/16/2021


Tara Henry, Legislative Assistant

3/16/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- PW 1B Resolution_FY21 Sugar Creek Lift Station and Force Main Final Design 03222021
- PW 1C Amendment_ FY21 Sugar Creek Lift Station and Force Main Final Design 03222021
- PW 1D Original Contract_FY21 Sugar Creek Lift Station and Force Main Final Design 03222021

RESOLUTION NO. 2021 - ____

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

WHEREAS, the City of Bloomington ("CITY") has previously authorized a contract with Maurer Stutz, Inc., for final design work (FY2021 Sugar Creek Lift Station & Force Main Final Design); and

WHEREAS, Maurer Stutz, Inc., was deemed the most qualified and best fit for the CITY based on their initial contract submission and current work completed under the original contract; and

WHEREAS, the CITY approved the original contract for \$75,105 in the FY 2021 Sugar Creek Lift Station & Force Main Final Design; and

WHEREAS, it is desirous to proceed with additional design and construction consulting work, and Maurer Stutz, Inc. remains the most qualified to do the work; and

WHEREAS, City staff believe it is in the best interest of the CITY to approve the amendment to the contract as the lift stations are critical infrastructure for the CITY's sewer system; and

WHEREAS, the first contract amendment will bring the total contract amount to \$133,105 with the additional \$58,000 being added to the existing purchase order; and

WHEREAS, the amendment is germane to the original contract as signed and is in the best interest of the city and authorized by the 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 first amendment to the contract and any other necessary documents to effectuate the purchase.

PASSED this 22nd day of March 2021.

APPROVED this ____ day of March 2021.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk

**FIRST AMENDMENT TO CONTRACT
FOR FY2021 SUGAR CREEK LIFT STATION & FORCE MAIN FINAL DESIGN
WITH MAURER STUTZ, INC.**

This First Amendment, made and entered into this ____ day of March, 2021, by and between THE CITY OF BLOOMINGTON, ILLINOIS, (hereinafter "CITY"), and MAURER STUTZ, INC, (hereinafter "MSI"), WITNESSETH that:

WHEREAS, on July 14, 2020, a Contract for final design ("Contract") was made between the CITY and MSI for the engineering and design of the Sugar Creek Lift Station & Force Main Improvements starting at the Sugar Creek lift station and continuing to the Bloomington Normal Water Reclamation District, Bloomington, IL 61701;

WHEREAS, the parties desire to amend the Contract, as set forth herein, to change the amount of the Contract by an additional \$58,000 for additional final design and additional construction phase services.

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

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

2. In all other respects the Contract for FY2021 Sugar Creek Lift Station & Force Main Final Design shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement for Inspection and Support in duplicate this day and year first above written.

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

MAURER STUTZ, INC.

By: _____
Its Representative

ATTEST:

By: _____
Its Secretary



MAURER-STUTZ
ENGINEERS SURVEYORS

March 4, 2021

City of Bloomington, IL
Engineering Division, Public Works Department
115 E. Washington St.
P.O. Box 3157
Bloomington, IL 61702-3157

Re: Sugar Creek Pump Station Project and Force Main Project
Change Order for Sugar Creek Lift Station – Final Design Contract
MSI Project No.: 23420005.01

Attn: Ward Snarr, P.E., CE II, Project Engineer

Dear Ward:

Maurer-Stutz, Inc. is pleased to provide our Cost Proposal (REVISED) for the above referenced request. This proposal was prepared after discussions with the City regarding the scope of work and associated level of effort.

The scope of engineering services includes the following tasks: (1) **Engineering Design Services** consisting of the completion of additional design elements as requested by the City. Engineering Design Services will be invoiced on a time & materials basis up to a budget amount of \$18,000; (2) **Construction Phase Services** consisting of preparation of easements on the Hall and Nord properties, review of lift station shop drawings, construction staking for the force main, assistance with pump station startup, meetings and construction coordination, and limited on-call construction observation. The Construction Phase Services will be invoiced on a time & materials basis up to a budget amount of \$40,000. It is our understanding that all other bidding and construction phase services will be completed by the City of Bloomington.

Our Project team will be comprised of the following personnel:

Steven Arahood, PE	Maurer-Stutz	Principal-in-Charge / Project Manager
Dan Good, PE	Maurer-Stutz	Senior Project Engineer
Justin Andrews	Maurer-Stutz	Engineering Technician/Field Observation
Keith Barth, PE	Midwest Engineering	Senior Project Engineer

If the City decides to have MSI perform professional services beyond the \$58,000 budget, the agreement shall be amended accordingly.

With this proposal, Maurer-Stutz, Inc. hereby acknowledges our collective ability to commit the necessary resources to complete the scope of work for this project as indicated above. Questions regarding this proposal may be directed to the undersigned below.

 MAURER-STUTZ
ENGINEERS SURVEYORS

City of Bloomington, IL – Sugar Creek Pump Station and Force Main - Construction Phase
MSI Project No.: 23420005.01
Page 2

On behalf of Maurer-Stutz, Inc., thank you very much for this opportunity. We look forward to the prospect of working with you on this project.

Maurer-Stutz, Inc.



Steven P. Arahood, PE
Senior Project Manager

cc: file

ENGINEERING SERVICES - FEE SUMMARY

Task	Estimated Fee
Additional Design Phase Services:	
Services Requested by City	\$18,000
Construction Phase Services:	
Nord & Hall Easements ¹	\$3,000
Lift Station Shop Drawings	\$8,000
Construction Staking for Force Main ²	\$8,500
Pump Station Startup	\$3,500
Meetings/Coordination	\$4,000
Construction Observation for Force Main ³	\$13,000
Total	\$58,000

¹Fee includes preparation of one easement for each property (description and exhibit drawing).

² Fee includes staking the project one time.
If stakes are removed by construction or by other means, additional fee will be required for re-staking.

³Fee includes part time, on-call observation up to the amount shown for lift station and force main.

CITY OF BLOOMINGTON CONTRACT WITH
Maurer Stutz, Inc.
FOR PROFESSIONAL SERVICES FOR
Sugar Creek Lift Station & Forcemain Final Design

THIS AGREEMENT, dated this 14th day of July, 2020, is between the City of Bloomington (hereinafter "CITY") and Maurer Stutz, 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.
- ☐ From one (1) year from the date of execution.
- ☐ From two (2) years from the date of execution.
- ☐ Other: _____

The Contract shall also be subject to the following renewal terms, if any: _____

Notwithstanding anything herein, the provisions in Sections 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.

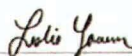
CITY OF BLOOMINGTON

Maurer Stutz, Inc.

By: 
Its City Manager

By: 
Its President

ATTEST:

By:  
City Clerk

By: 
Its Notary



EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

See Attached. (Next Page)

City of Bloomington, IL
Sugar Creek Pump Station and Force Main Improvements
Scope of Work for Professional Services
June 5, 2020

Project History / Background

This project resulted from a comprehensive planning study (MSI Project No. 23416008.00) in 2016 that Maurer-Stutz, Inc. (MSI) provided for the City of Bloomington. At that time, the City selected MSI to provide professional services to identify, evaluate and recommend solutions to address various issues at four separate pump stations located throughout the City. The four pump stations included the following:

- Eagle Crest Lift Station
- Farm Bureau Pump Station
- Fell Avenue Lift Station
- Sugar Creek Pump Station and Force Main

MSI completed the evaluations and documented the effort in a comprehensive planning study that recommended various remedies to each of the individual pump stations. A follow up project (MSI Project 23416014.00) in 2016 focused on engineering design and development of drawings and specifications to address issues at Eagle Crest Lift Station, Farm Bureau Pump Station, Fell Avenue Pump Station, and Sugar Creek Pump Station and Force Main.

Sugar Creek Pump Station and Force Main

In 2019, the City decided to move forward and address the various issues with the Sugar Creek PS and FM. The issues that were identified in the study/evaluation phase are summarized below:

“The existing pump station and 30” force main are significantly oversized due to anticipated developments that have not occurred. The long force main (approximately 3.3 miles) and very low dry weather flows have generated concern that the force main may be deteriorating due to hydrogen sulfide, which can be caused when wastewater travels a long time in a pipe. Recent television inspections of gravity sewers, which are tributary to the Sugar Creek Lift Station, have revealed some areas of significant pipe degradation. These inspection results have reinforced the concerns of potential deterioration in the force main. The City desires to develop a plan to ensure reliable operation of the pump station and force main in light of these concerns.

A second issue related to this pump station is the high peak flow rates that the City has observed from pump run time records during wet weather conditions. An assessment of infiltration/inflow problems has also been included in this report.”

Based on the evaluations conducted in the planning phase, MSI was retained by the City to provide professional services to address the various myriad issues. As noted above, the City had funds available that were left over from the Evaluation Phase of the project. Those available

funds allowed the City to authorize MSI to move forward with preliminary engineering and design to address the issues associated with the Sugar Creek PS and FM.

Professional Services for the preliminary planning/design phase included the following:

- Preliminary engineering design / analysis
- Topographic Survey of the Project Area
- Limited field investigations to obtain the location of the buried facilities via excavation
- Preliminary development of drawings and specifications
- The costs associated with the preliminary design was approximately \$80,000 (see attachment)

The preliminary work noted above has been completed and the project is ready to move to final design. Professional Services related to final design phase will include the following:

- Final engineering design / analysis
- Development of final drawings and specifications
- Permitting Assistance
- The proposed cost for the final design phase is estimated to be \$75,000 (see attachment)

The preliminary Opinion of Probable Construction Cost is estimated to be \$2 million. The construction cost opinion will be refined during the final design phase.

EXHIBIT B
PAYMENT TERMS

See Attached. (Next Page)

FINAL ENGINEERING DESIGN PHASE - ESTIMATED FEE

Title: Sugar Creek Pump Station & Force Main
 MSI Job No.: 23420005.00
 Date: June 17, 2020

Item No.	Work Task Description	ESTIMATED FEE
DESIGN PHASE PROFESSIONAL SERVICES		
	DRAWINGS AND SPECIFICATIONS	\$ 57,465.00
1	Cover Sheet	
2	General Notes/Legend Sheet	
3	Force Main layout (30 sheets with plan & profile)	
4	Force main details	
5	Proposed Site Plan at pump station	
6	Wet well design & valve vault design (1 sheet)	
7	Diversion Structure (1 Sheet)	
8	Miscellaneous Structural (1 sheet)	
9	Fillets in existing wet well or sloped floor (1/2 sheet)	
10	Sump pump in existing wet well (1/2 sheet)	
11	Replace flow meter for existing pump station (1/4 sheet)	
12	Electrical design & drawings (MEP)	
13	Detail to drain 30" force main (1/4 sheet)	
14	Specifications (edit City specs)	
15	Bidding Documents (assumed as Separate Bid Packages/Bid Schedule)	
16	Additional Work to Separate Pump Station & Force Main Projects	
	PERMITTING	\$ 3,310.00
16	IEPA Construction Permit	
17	IDOT Permit for crossing I-55/I-74	
	PROJECT MANAGEMENT & ADMINISTRATION	\$ 12,050.00
18	Meetings/Review with Client (assume 3)	
19	Coordination with City/BNWRD during design	
20	MSI Review/Coord./Revisions	
	LIMITED BIDDING PHASE PROFESSIONAL SERVICES	\$ 2,280.00
21	Coordination with City and Bidders (answer technical questions)	
	TOTAL ESTIMATED FEE =	\$ 75,105.00

ESTIMATED TOTAL FEE

This contract will be billed on hourly rates (Time and Material) according to the rate schedule below and is a "NOT TO EXCEED" contract for \$75,105.00

MAURER-STUTZ, INC. HOURLY RATE SCHEDULE

(450) ONE MEMBER SURVEY CREW	115.00
(750) TWO MEMBER SURVEY CREW	185.00
(755) THREE MEMBER SURVEY CREW	220.00
(701) TECHNICIAN I	50.00
(702) TECHNICIAN II	60.00
(703) TECHNICIAN III	70.00
(704) TECHNICIAN IV	80.00
(705) TECHNICIAN V	90.00
(567) SCIENTIST/DESIGN TECHNOLOGIST II	75.00
(568) SCIENTIST/DESIGN TECHNOLOGIST III	80.00
(569) SCIENTIST/DESIGN TECHNOLOGIST IV	85.00
(570) SCIENTIST/DESIGN TECHNOLOGIST V	95.00
(571) SCIENTIST/DESIGN TECHNOLOGIST VI	115.00
(572) SCIENTIST/DESIGN TECHNOLOGIST VII	120.00
(205) ENGINEER I	88.00
(206) ENGINEER II	95.00
(207) ENGINEER III	105.00
(208) ENGINEER IV	107.00
(209) ENGINEER V	115.00
(199) ELECTRICAL ENGINEER XI	160.00
(493) PROFESSIONAL ENGINEER III	115.00
(494) PROFESSIONAL ENGINEER IV	125.00
(495) PROFESSIONAL ENGINEER V	145.00
(496) PROFESSIONAL ENGINEER VI	155.00
(497) PROFESSIONAL ENGINEER VII	170.00
(498) PROFESSIONAL ENGINEER VIII	175.00
(499) PROFESSIONAL ENGINEER IX	190.00
(681) SURVEYOR IN TRAINING III	95.00
(512) PROFESSIONAL LAND SURVEYOR III	105.00
(515) PROFESSIONAL LAND SURVEYOR VI	133.00
(516) PROFESSIONAL LAND SURVEYOR VII	140.00
(517) PROFESSIONAL LAND SURVEYOR VIII	160.00
(654) STRUCTURAL ENGINEER IV	115.00
(655) STRUCTURAL ENGINEER V	145.00
(657) STRUCTURAL ENGINEER VII	160.00
(658) STRUCTURAL ENGINEER VIII	170.00
(660) STRUCTURAL ENGINEER X	210.00
(230) ENVIRONMENTAL GEOLOGIST VI	115.00
(156) CLERICAL III	65.00
(157) CLERICAL IV	70.00
(525) PROJECT ADMINISTRATOR V	100.00

EFFECTIVE 07/01/19

Addendum to Scope of Services

City of Bloomington Public Works Department

Baseline Consultant Expectations:

1. Quality

- a. The Consultant shall design with constructability and ease of maintenance in mind and consult with the City to determine the required level(s) of performance and service.
- b. The quality of the construction plans shall reflect the percent complete when submitted to the City for review. All plans shall be reviewed for quality assurance / quality control prior to submittal to the City. The City will not design the project and shall resend back to the Consultant if the quality is substandard.

2. Customer Service / Communication

- a. During initial design phases, Consultant will discuss material decisions with the City. Material decisions shall include all major components of the project. For example, pumps, electrical controls, software, pipe materials, pavement designs, signal materials and erosion protection.
- b. Consistent communication with the Project Manager for the City is critical.
- c. Communication through email is preferred for record keeping purpose.
- d. If issues arise that prevent timelines from being met or cause additional costs in the design, it is critical that the consultant contact the city as soon as possible.
- e. Electronic files shall be provided to the City upon completion of the design.
- f. Quantity take-off and calculation sheets shall be provided for construction field inspection.

3. Project Management

- a. Extensive field work throughout the design is expected. An onsite "plan in hand" meeting shall be scheduled with the City during appropriate phases of the design.
- b. Consultants shall be expected to submit plans with sufficient time for City to provide an adequate review of the design. This City review time shall be built into the project schedule up front.
- c. As-built information provided from previous construction plans shall be used to supplement survey data. Comprehensive survey data collection shall be done to verify as much field information as possible.
- d. Consulting contracts shall include a timeline for completion of design. The timeline provided shall allow sufficient time for dealing with outside agencies and any public interaction.
- e. Invoices submitted to the City shall include project percent complete on billing, design and timeline progression.
- f. A monthly status report shall be provided which includes major items completed, major issues, potential extra work, change orders, out of scope issues, information required from the City and other relevant issues.

Addendum to Scope of Services

City of Bloomington Public Works Department

The Public Works Department shall hold an exit project interview upon the completion of the project construction. This meeting will discuss how the Consultant has performed in each of these three areas. Unfavorable performances shall impact the Consultant's selection on future City projects.

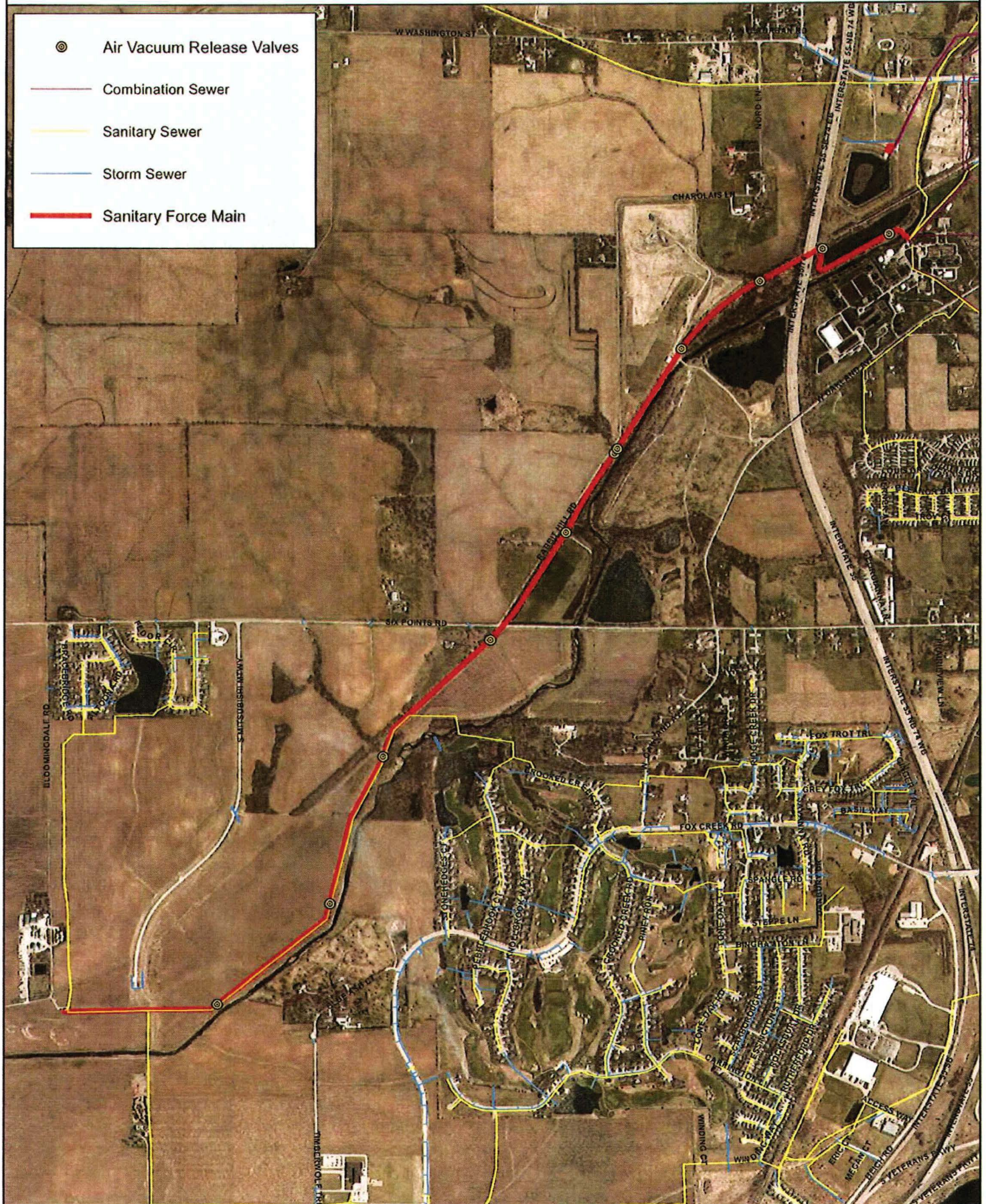
Sugar Creek Sanitary Force Main



0 1,450 2,900
Feet

Date: 11/13/2018

- ⊙ Air Vacuum Release Valves
- Combination Sewer
- Sanitary Sewer
- Storm Sewer
- Sanitary Force Main





CONSENT AGENDA ITEM NO. 8.J

FOR COUNCIL: March 22, 2021

SPONSOR: Public Works Department and Finance Department

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

STRATEGIC PLAN LINK:

- Goal 4. Strong Neighborhoods
- Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

- Objective 4f. Residents increasingly sharing/taking responsibility for their homes and neighborhoods
- Objective 4e. Strong partnership with residents and neighborhood associations
- Objective 1d. City services delivered in the most cost-effective, efficient manner

BACKGROUND: Public Works is recommending approval of a resolution that recognizes a change in ownership of ServLine from Sunbelt Insurance Group to HomeServe USA and authorizing the City Manager to sign a new application, and/or related documents, for the same insurance to take advantage of changes in claim management; and an ordinance amending language in the City Code regarding the City of Bloomington Water Leak Adjustment Policy to reflect the ServLine's change in ownership.

The City considered and established formal Water Leak Protection, Private Water Line Protection, and Private Sewer Lateral Protection programs through ServLine, a subsidiary of Sunbelt Insurance Group, during the December 10, 2018, Council meeting with the programs being active on May 1, 2019. HomeServe USA purchased ServLine in December 2019. Since that time, ServLine staff has gained the ability to process claims, as well as administer the programs, and desires to move claims management in-house in lieu of relying upon the current underwriter to perform those duties. These desired changes require ServLine to change underwriters and therefore the City must reapply at this time or next spring for our current offerings to continue.

ServLine, a specialty insurance carrier, offers programs through the City of Bloomington covering Water and Sewer Leak Protection, Water Line Protection, and Sewer Lateral Protection. The leak protection program, an opt-out program, covers excess water charges, utility taxes, sewer charges, and BNWRD charges, up to \$500 per year, from potable water

leaks on qualifying residential accounts. The Water Line and Sewer Lateral programs cover repairs or necessary replacement of a cracked or broken water service line or sewer lateral. The Water Line and Sewer Lateral programs are opt-in programs that each cover up to \$10,000 of repair or replacement work. Please see the attached ServLine flier and following link for additional information -

<https://www.cityblm.org/government/departments/finance/utility-billing/servline>.

The current programs offered through the City will not be changing. The coverages, limits, inclusions and exclusions, costs, and ServLine staff will remain the same. This change does provide efficiencies for the City. City staff will be dealing with one team since the claims team will be combined with the administration team, receive reimbursement electronically, and receive claim payments quicker and more often.

Staff recommends continuing these programs with ServLine and making the necessary changes at this time, rather than waiting until next spring.

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: N/A

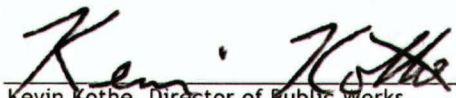
FINANCIAL IMPACT: These services are provided based on fees paid by residential water and sewer customers. This program is intended to be cost-neutral for the City; given the 10 percent administration fee which is in place to cover the City's cost to administer the program.

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.

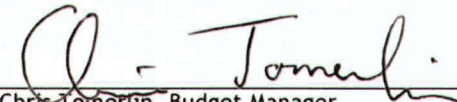
Respectfully submitted for Council consideration.

Prepared by: Robert Yehl, Assistant Director of Public Works

Reviewed by:


Kevin Kothe, Director of Public Works

3/8/2021


Chris Tomertin, Budget Manager

3/10/2021


Jeffrey R. Jurgens, Corporation Counsel

3/16/2021


Tara Henry, Legislative Assistant

3/18/2021

Recommended by:


Tim Gleason, City Manager

Attachments:

- PW 4B Resolution_ServLine Program Continuation 03222021
- PW 4C Ordinance_ServLine Program Continuation 03222021
- PW 4D Cancellation_ServLine Program Continuation 03222021
- PW 4E Leak Application_ ServLine Program Continuation 03222021
- PW 4F Leak Policy_ServLine Program Continuation 03222021
- PW 4G Line Application_ServLine Program Continuation 03222021
- PW 4H Line Policy_ServLine Program Continuation 03222021
- PW 4I Program Flier_ServLineServices 03222021

RESOLUTION NO. 2021 - ____

**A RESOLUTION RECOGNIZING THE OWNERSHIP CHANGE OF SERVLIN FROM
SUNBELT INSURANCE GROUP TO HOMESERVE USA AND AUTHORIZING THE CITY
MANAGER TO APPROVE A NEW APPLICATION TO TAKE ADVANTAGE OF SERVLIN'S
IN-HOUSE CLAIM MANAGEMENT**

WHEREAS, the City Council approved a formal Water Leak Protection, Private Water Line Protection, and Private Sewer Lateral Protection programs through ServLine, a subsidiary of Sunbelt Insurance Group, on December 10, 2018, with the programs being active on May 1, 2019; and

WHEREAS, although ServLine still continues to operate, HomeServe USA purchased ServLine in December 2019 and the City desires to update any approvals and documents to reflect such ownership change; and

WHEREAS, since the initial approval of the ServLine programs, ServLine has gained the ability to process claims, as well as administer the programs, and desires to move claims management in-house in lieu of relying upon the current underwriter to perform those duties; and

WHEREAS, the City believes the move to ServLine's in-house administration of claims will provide efficiencies for the City and is supportive thereof; and

WHEREAS, these desired changes require ServLine to change underwriters and therefore the City must reapply for the City's current offerings to continue.

NOW, THEREFORE, BE IT ORDAINED/RESOLVED by the City Council of the City of Bloomington, McLean County, Illinois:

Section 1. That the recitals set forth above are incorporated herein.

Section 2. The City Council recognizes the purchase of ServLine from Sunbelt Insurance Group to HomeServe USA and any previous approvals related to the insurance program identifying Sunbelt Insurance Group shall be changed to HomeServe USA.

Section 3. The City Manager, or designated representative, is authorized to execute and/or approve any necessary applications, or related documents, to continue service with HomeServe USA and/or ServLine, its affiliates, subsidiaries, and/or assignees for the continuation of opt-out water leak protection, opt-in water line protection, and opt-in sewer lateral protection to residential water and sewer customers.

Section 4. This Resolution shall be in full force and effect immediately after its passage and approval.

PASSED this 22nd day of March 2021.

APPROVED this ____ day of March 2021.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk

ORDINANCE NO. 2021 - __

AN ORDINANCE AMENDING THE CITY OF BLOOMINGTON
WATER LEAK ADJUSTMENT POLICY

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

SECTION 1. That The document titled "City of Bloomington Water Leak Adjustment Policy," incorporated by reference be amended as follows:

SECTION 2. Water Leak Adjustment Protection

The City of Bloomington has partnered with ~~Sunbelt~~ HomeServe USA and/or ServLine, its affiliates, subsidiaries, and/or assignees, hereinafter referred to as "Servline," to provide the City's residential water customers with water leak adjustment insurance coverage for one (1) adjustment of up to \$500 each year. This coverage provides payment of unexpectedly high City services utility bills due to qualifying leaks. See item H below for services impacted by this protection. The following conditions, provisions, and limitations apply:

SECTION 2. 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 3. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 4. This ordinance shall be effective immediately after the date of its publication as required by law.

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

PASSED this 22nd day of March 2021.

APPROVED this ____ day of March 2021.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk



CANCELLATION REQUEST / POLICY RELEASE

DATE (MM/DD/YYYY)

02/23/2021

PRODUCER Homeserve USA Repair MGT 7134 Lee HWY Chattanooga TN 37421		PHONE (A/C, No, Ext) (423) 435-7702	COMPANY NAME AND ADDRESS SOMPO International 3780 Mansell Rd Alpharetta GA 30022		NAIC CODE
CODE	SUB CODE		POLICY TYPE Inland Marine (C)		
AGENCY CUSTOMER ID			CANCELLED POLICY INFORMATION		
INSURED NAME AND ADDRESS City of Bloomington 603 W. Division Street Bloomington IL 61701			POLICY NUMBER		
			EFFECTIVE DATE AND HOUR OF CANCELLATION	CANCELLATION DATE 03/31/2021	TIME 12:00
			POLICY TERM	EFFECTIVE DATE 05/01/2020	EXPIRATION DATE 05/01/2021
☒ CANCELLATION REQUEST (Policy attached)			☐ POLICY RELEASE (Complete SIGNATURES section below)		
The undersigned agrees that: The above referenced policy is lost, destroyed or being retained. No claims of any type will be made against the Insurance Company, its agents or its representatives, under this policy for losses which occur after the date of cancellation shown above. Any premium adjustment will be made in accordance with the terms and conditions of the policy.					

SIGNATURES

X	WITNESS	DATE	X	SIGNATURE OF NAMED INSURED	DATE
	WITNESS	DATE		SIGNATURE OF NAMED INSURED	DATE
☐	LIENHOLDER	☐	MORTGAGEE	☐	LOSS PAYEE
☐	LENDER'S LOSS PAYABLE	AUTHORIZED SIGNATURE (Not applicable in NH per RSA 412 5 i)		TITLE	DATE
☐	LIENHOLDER	☐	MORTGAGEE	☐	LOSS PAYEE
☐	LENDER'S LOSS PAYABLE	AUTHORIZED SIGNATURE (Not applicable in NH per RSA 412 5 i)		TITLE	DATE
This representation is true and accurate, and I understand that any misrepresentation may be deemed a fraudulent act.					

FOR AGENCY / COMPANY USE

REASON FOR CANCELLATION		METHOD OF CANCELLATION	
☐ NOT TAKEN	☐ OTHER (Identify)	☒ FLAT	FULL TERM PREMIUM \$
☒ REQUESTED BY INSURED		☐ SHORT RATE	UNEARNED FACTOR
☐ REWRITTEN (Complete below)		☐ PRO RATA	RETURN PREMIUM \$
COMPANY		POLICY NUMBER	EFFECTIVE DATE
REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)			
New York Only: If you do not keep your auto insurance in force during the entire registration period, your motor vehicle registration will be suspended. If your vehicle is still uninsured after 90 days, your driver's license will be suspended. To avoid these penalties, you must surrender your registration certificate and plates before your insurance expires. By law, we must report the termination of auto insurance coverage to the Department of Motor Vehicles.			

NAME AND ADDRESS

Homeserve USA Repair MGT 7134 Lee Hwy Chattanooga TN 37421		☒ INSURED	☐ LOSS PAYEE	☐ LENDER'S LOSS PAYABLE
		☐ MORTGAGEE	☐ LIENHOLDER	
		☐ COMPANY	☐ FINANCE COMPANY	
PRODUCER'S SIGNATURE		DATE		
		03/01/2021		



COMMERCIAL INSURANCE APPLICATION

APPLICANT INFORMATION SECTION

DATE (MM/DD/YYYY)

02/23/2021

AGENCY Homeserve USA Repair MGT 7134 Lee HWY Chattanooga TN 37421		CARRIER Assurant (HomeServe Only)		NAIC CODE
		COMPANY POLICY OR PROGRAM NAME		PROGRAM CODE
		POLICY NUMBER [REDACTED]		
CONTACT NAME Julie Ward		UNDERWRITER	UNDERWRITER OFFICE	
PHONE (A/C, No, Ext) (423) 855-1234				
FAX (A/C, No) (423) 899-7444				
E-MAIL ADDRESS julie.ward@homeserveusa.com				
CODE	SUBCODE			
AGENCY CUSTOMER ID [REDACTED]				
		STATUS OF TRANSACTION	QUOTE	☒ ISSUE POLICY ☐ RENEW
			BOUND (Give Date and/or Attach Copy):	
			CHANGE	DATE
			CANCEL	03/31/2021
			TIME	12:01
				☒ AM ☐ PM

LINES OF BUSINESS

INDICATE LINES OF BUSINESS	PREMIUM		PREMIUM		PREMIUM
☐ BOILER & MACHINERY	\$		CYBER AND PRIVACY	\$	
☐ BUSINESS AUTO	\$		FIDUCIARY LIABILITY	\$	
☐ BUSINESS OWNERS	\$		GARAGE AND DEALERS	\$	
☐ COMMERCIAL GENERAL LIABILITY	\$		LIQUOR LIABILITY	\$	
☒ COMMERCIAL LAND MARINE	\$		MOTOR CARRIER	\$	
☐ COMMERCIAL PROPERTY	\$		TRUCKERS	\$	
☐ CRIME	\$		UMBRELLA	\$	

ATTACHMENTS

☐ ACCOUNTS RECEIVABLE / VALUABLE PAPERS	☐ GLASS AND SIGN SECTION	☐ STATEMENT / SCHEDULE OF VALUES
☐ ADDITIONAL INTEREST SCHEDULE	☐ HOTEL / MOTEL SUPPLEMENT	☐ STATE SUPPLEMENT (If applicable)
☐ ADDITIONAL PREMISES INFORMATION SCHEDULE	☐ INSTALLATION / BUILDERS RISK SECTION	☐ VACANT BUILDING SUPPLEMENT
☐ APARTMENT BUILDING SUPPLEMENT	☐ INTERNATIONAL LIABILITY EXPOSURE SUPPLEMENT	☐ VEHICLE SCHEDULE
☐ CONDO ASSN BYLAWS (for D&O Coverage only)	☐ INTERNATIONAL PROPERTY EXPOSURE SUPPLEMENT	
☐ CONTRACTORS SUPPLEMENT	☐ LOSS SUMMARY	
☐ COVERAGES SCHEDULE	☐ OPEN CARGO SECTION	
☐ DEALERS SECTION	☐ PREMIUM PAYMENT SUPPLEMENT	
☐ DRIVER INFORMATION SCHEDULE	☐ PROFESSIONAL LIABILITY SUPPLEMENT	
☐ ELECTRONIC DATA PROCESSING SECTION	☐ RESTAURANT / TAVERN SUPPLEMENT	

POLICY INFORMATION

PROPOSED EFF DATE	PROPOSED EXP DATE	BILLING PLAN	PAYMENT PLAN	METHOD OF PAYMENT	AUDIT	DEPOSIT	MINIMUM PREMIUM	POLICY PREMIUM
03/31/2021	03/31/2022	☐ DIRECT ☒ AGENCY				\$	\$	\$ 0.00

APPLICANT INFORMATION

NAME (First Named Insured) AND MAILING ADDRESS (including ZIP+4) City of Bloomington 603 W. Division Street Bloomington IL 61701		GL CODE	SIC	NAICS	FEIN OR SOC SEC #
		BUSINESS PHONE # (309)434-2426			
		WEBSITE ADDRESS www.cityblm.org			
☐ CORPORATION	☐ JOINT VENTURE	☐ NOT FOR PROFIT ORG	☐ SUBCHAPTER "S" CORPORATION		
☐ INDIV DUAL	☐ LLC NO. OF MEMBERS AND MANAGERS: _____	☐ PARTNERSHIP	☐ TRUST		
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)		GL CODE	SIC	NAICS	FEIN OR SOC SEC #
		BUSINESS PHONE #			
		WEBSITE ADDRESS			
☐ CORPORATION	☐ JOINT VENTURE	☐ NOT FOR PROFIT ORG	☐ SUBCHAPTER "S" CORPORATION		
☐ INDIV DUAL	☐ LLC NO. OF MEMBERS AND MANAGERS: _____	☐ PARTNERSHIP	☐ TRUST		
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)		GL CODE	SIC	NAICS	FEIN OR SOC SEC #
		BUSINESS PHONE #			
		WEBSITE ADDRESS			
☐ CORPORATION	☐ JOINT VENTURE	☐ NOT FOR PROFIT ORG	☐ SUBCHAPTER "S" CORPORATION		
☐ INDIV DUAL	☐ LLC NO. OF MEMBERS AND MANAGERS: _____	☐ PARTNERSHIP	☐ TRUST		

CONTACT INFORMATION

AGENCY CUSTOMER ID: 00021553

CONTACT TYPE		CONTACT TYPE	
CONTACT NAME		CONTACT NAME	
PRIMARY PHONE # ☐ HOME ☐ BUS ☐ CELL	SECONDARY PHONE # ☐ HOME ☐ BUS ☐ CELL	PRIMARY PHONE # ☐ HOME ☐ BUS ☐ CELL	SECONDARY PHONE # ☐ HOME ☐ BUS ☐ CELL
PRIMARY E-MAIL ADDRESS		PRIMARY E-MAIL ADDRESS	
SECONDARY E-MAIL ADDRESS		SECONDARY E-MAIL ADDRESS	

PREMISES INFORMATION (Attach ACORD 823 for Additional Premises)

LOC #	STREET		CITY LIMITS	INTEREST	# FULL TIME EMPL	ANNUAL REVENUES \$
			INS DE	OWNER		OCCUPIED AREA SQ FT
BLD #	CITY	STATE	OUTSIDE	TENANT	# PART TIME EMPL	OPEN TO PUBLIC AREA SQ FT
	COUNTY	ZIP				TOTAL BUILDING AREA SQ FT
DESCRIPTION OF OPERATIONS						ANY AREA LEASED TO OTHERS? Y / N

LOC #	STREET		CITY LIMITS	INTEREST	# FULL TIME EMPL	ANNUAL REVENUES \$
			INS DE	OWNER		OCCUPIED AREA SQ FT
BLD #	CITY	STATE	OUTSIDE	TENANT	# PART TIME EMPL	OPEN TO PUBLIC AREA SQ FT
	COUNTY	ZIP				TOTAL BUILDING AREA SQ FT
DESCRIPTION OF OPERATIONS						ANY AREA LEASED TO OTHERS? Y / N

LOC #	STREET		CITY LIMITS	INTEREST	# FULL TIME EMPL	ANNUAL REVENUES \$
			INS DE	OWNER		OCCUPIED AREA SQ FT
BLD #	CITY	STATE	OUTSIDE	TENANT	# PART TIME EMPL	OPEN TO PUBLIC AREA SQ FT
	COUNTY	ZIP				TOTAL BUILDING AREA SQ FT
DESCRIPTION OF OPERATIONS						ANY AREA LEASED TO OTHERS? Y / N

LOC #	STREET		CITY LIMITS	INTEREST	# FULL TIME EMPL	ANNUAL REVENUES \$
			INS DE	OWNER		OCCUPIED AREA SQ FT
BLD #	CITY	STATE	OUTSIDE	TENANT	# PART TIME EMPL	OPEN TO PUBLIC AREA SQ FT
	COUNTY	ZIP				TOTAL BUILDING AREA SQ FT
DESCRIPTION OF OPERATIONS						ANY AREA LEASED TO OTHERS? Y / N

NATURE OF BUSINESS

☐ APARTMENTS	☐ CONTRACTOR	☐ MANUFACTURING	☐ RESTAURANT	☐ SERVICE	DATE BUSINESS STARTED (MM/DD/YYYY)
☐ CONDOMINIUMS	☐ INSTITUTIONAL	☐ OFFICE	☐ RETAIL	☐ WHOLESALE	
DESCRIPTION OF PRIMARY OPERATIONS					
RETAIL STORES OR SERVICE OPERATIONS % OF TOTAL SALES		INSTALLATION, SERVICE OR REPAIR WORK %		OFF PREMISES INSTALLATION, SERVICE OR REPAIR WORK %	
DESCRIPTION OF OPERATIONS OF OTHER NAMED INSURED					

ADDITIONAL INTEREST (Not all fields apply to all scenarios - provide only the necessary data) Attach ACORD 45 for more Additional Interests

INTEREST	NAME AND ADDRESS	RANK	EVIDENCE	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
☐ ADDITIONAL INSURED							LOCATION	BUILDING
☐ BREACH OF WARRANTY							VEHICLE	BOAT
☐ CO-OWNER							AIRPORT	AIRCRAFT
☐ EMPLOYEE AS LESSOR							ITEM CLASS	ITEM
☐ LEASEBACK OWNER							ITEM DESCRIPTION	
☐ LENDER'S LOSS PAYABLE	REFERENCE / LOAN #	INTEREST END DATE						
	LIEN AMOUNT	PHONE (A/C, No, Ext)		FAX (A/C, No)				
REASON FOR INTEREST			E-MAIL ADDRESS					

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES

Y / N

1a. IS THE APPLICANT A SUBSIDIARY OF ANOTHER ENTITY ?

PARENT COMPANY NAME

RELATIONSHIP DESCRIPTION

% OWNED

1b. DOES THE APPLICANT HAVE ANY SUBSIDIARIES?

SUBSIDIARY COMPANY NAME

RELATIONSHIP DESCRIPTION

% OWNED

2. IS A FORMAL SAFETY PROGRAM IN OPERATION?

☐ SAFETY MANUAL☐ SAFETY POSITION☐ MONTHLY MEETINGS☐ OSHA

3. ANY EXPOSURE TO FLAMMABLES, EXPLOSIVES, CHEMICALS?

4. ANY OTHER INSURANCE WITH THIS COMPANY? (List policy numbers)

LINE OF BUSINESS

POLICY NUMBER

LINE OF BUSINESS

POLICY NUMBER

5. ANY POLICY OR COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE PRIOR THREE (3) YEARS FOR ANY PREMISES OR OPERATIONS? (Missouri Applicants - Do not answer this question)

☐ NON-PAYMENT☐ AGENT NO LONGER REPRESENTS CARRIER☐ NON-RENEWAL☐ UNDERWRITING☐ CONDITION CORRECTED (Describe)

6. ANY PAST LOSSES OR CLAIMS RELATING TO SEXUAL ABUSE OR MOLESTATION ALLEGATIONS, DISCRIMINATION OR NEGLIGENT HIRING?

7. DURING THE LAST FIVE YEARS (TEN IN RI), HAS ANY APPLICANT BEEN INDICTED FOR OR CONVICTED OF ANY DEGREE OF THE CRIME OF FRAUD, BRIBERY, ARSON OR ANY OTHER ARSON-RELATED CRIME IN CONNECTION WITH THIS OR ANY OTHER PROPERTY?
(In RI, this question must be answered by any applicant for property insurance. Failure to disclose the existence of an arson conviction is a misdemeanor punishable by a sentence of up to one year of imprisonment).

8. ANY UNCORRECTED FIRE AND/OR SAFETY CODE VIOLATIONS?

OCCUR DATE

EXPLANATION

RESOLUTION

RESOLVE DATE

9. HAS APPLICANT HAD A FORECLOSURE, REPOSSESSION, BANKRUPTCY OR FILED FOR BANKRUPTCY DURING THE LAST FIVE (5) YEARS?

OCCUR DATE

EXPLANATION

RESOLUTION

RESOLVE DATE

10. HAS APPLICANT HAD A JUDGEMENT OR LIEN DURING THE LAST FIVE (5) YEARS?

OCCUR DATE

EXPLANATION

RESOLUTION

RESOLVE DATE

11. HAS BUSINESS BEEN PLACED IN A TRUST? NAME OF TRUST

12. ANY FOREIGN OPERATIONS, FOREIGN PRODUCTS DISTRIBUTED IN USA, OR US PRODUCTS SOLD / DISTRIBUTED IN FOREIGN COUNTRIES?
(If "YES", attach ACORD 815 for Liability Exposure and/or ACORD 816 for Property Exposure)

13. DOES APPLICANT HAVE OTHER BUSINESS VENTURES FOR WHICH COVERAGE IS NOT REQUESTED?

14. DOES APPLICANT OWN / LEASE / OPERATE ANY DRONES? (If "YES", describe use)

15. DOES APPLICANT HIRE OTHERS TO OPERATE DRONES? (If "YES", describe use)

REMARKS / PROCESSING INSTRUCTIONS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PRIOR CARRIER INFORMATION

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				

PRIOR CARRIER INFORMATION (continued)

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				

LOSS HISTORY ☐ Check if none (Attach Loss Summary for Additional Loss Information)

ENTER ALL CLAIMS OR LOSSES (REGARDLESS OF FAULT AND WHETHER OR NOT INSURED) OR OCCURRENCES THAT MAY GIVE RISE TO CLAIMS FOR THE LAST ____ YEARS

TOTAL LOSSES \$

DATE OF OCCURRENCE	LINE	TYPE / DESCRIPTION OF OCCURRENCE OR CLAIM	DATE OF CLAIM	AMOUNT PAID	AMOUNT RESERVED	SUBROGATION Y/N	CLAIM OPEN Y/N

SIGNATURE

Copy of the Notice of Information Practices (Privacy) has been given to the applicant. (Not required in all states, contact your agent or broker for your state's requirements.)

PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT OR OTHER INVESTIGATIVE REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT AMENDMENTS AND RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. CREDIT SCORING INFORMATION MAY BE USED TO HELP DETERMINE EITHER YOUR ELIGIBILITY FOR INSURANCE OR THE PREMIUM YOU WILL BE CHARGED. WE MAY USE A THIRD PARTY IN CONNECTION WITH THE DEVELOPMENT OF YOUR SCORE. YOU MAY HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND REQUEST CORRECTION OF ANY INACCURACIES. YOU MAY ALSO HAVE THE RIGHT TO REQUEST IN WRITING THAT WE CONSIDER EXTRAORDINARY LIFE CIRCUMSTANCES IN CONNECTION WITH THE DEVELOPMENT OF YOUR CREDIT SCORE. THESE RIGHTS MAY BE LIMITED IN SOME STATES. PLEASE CONTACT YOUR AGENT OR BROKER TO LEARN HOW THESE RIGHTS MAY APPLY IN YOUR STATE OR FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US FOR A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING PERSONAL INFORMATION. (Not applicable in AZ, CA, DE, KS, MA, MN, ND, NY, OR, VA, or WV. Specific ACORD 38s are available for applicants in these states.)

(Applicant's Initials) _____

Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

PRODUCER'S SIGNATURE	PRODUCER'S NAME (Please Print)	STATE PRODUCER LICENSE NO (Required in Florida)
APPLICANT'S SIGNATURE	DATE	NATIONAL PRODUCER NUMBER



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Homeserve USA Repair MGT		NAMED INSURED City of Bloomington	
POLICY NUMBER [REDACTED]			
CARRIER Assurant (HomeServe Only)	NAIC CODE	EFFECTIVE DATE 3/31/2021	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 125 FORM TITLE: Commercial Application

Policy

Water & Sewer Loss Combined Loss Protection Residential: Rate: \$0.95 Limit: \$500.00 1-adj per 12 mos over 2 billing cycles

Remove exclusion for leaky faucets.

Remove exclusion for leaky commodes.

Remove Vacancy exclusion.

Remove exclusion for leaks in pressure reducing valves.

Please refer to the Utility's attached leak adjustment policy for additional information regarding guidelines and qualifications for leak adjustments.

Estimated total water connections:

Estimated total sewer connections:

Inland Marine (C) - LEAK AND LINE

Water & Sewer Loss Combined Loss Protection Residential: Rate: \$0.95 Limit: \$500.00 1-adj per 12 mos over 2 billing cycles

Remove exclusion for leaky faucets.

Remove exclusion for leaky commodes.

Remove Vacancy exclusion.

Remove exclusion for leaks in pressure reducing valves.

Please refer to the Utility's attached leak adjustment policy for additional information regarding guidelines and qualifications for leak adjustments.

Estimated total water connections: 32177

Estimated total sewer connections: 28493



EQUIPMENT FLOATER SECTION

DATE (MM/DD/YYYY)

2/23/2021

AGENCY **Homeserve USA Repair MGT**

CARRIER

Assurant (HomeServe Only)

NAIC CODE

POLICY NUMBER

EFFECTIVE DATE

3/31/2021

APPLICANT / FIRST NAMED INSURED

City of Bloomington

TERRITORY OF OPERATION

TYPE OF OPERATION

COVERAGE / DEDUCTIBLE

EQUIPMENT STORAGE

UNSCHEDULED EQUIPMENT

LOC. #	MO. IN STORAGE	MAXIMUM VALUE		TYPE OF SECURITY
		IN BUILDING	OUTSIDE	
		\$	\$	
		\$	\$	
		\$	\$	

DESCRIPTION	MAXIMUM ITEM	AMT. OF INSURANCE	% COINS

ADDITIONAL INTEREST / CERTIFICATE RECIPIENTS

ACORD 45 Attached

INTEREST	RANK	NAME AND ADDRESS	REFERENCE #	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER	
☐ LOSS PAYEE ☐ LIENHOLDER					LOCATION	BUILDING
					SCHEDULED ITEM NUMBER	
					OTHER	
	ITEM DESCRIPTION					
☐ LOSS PAYEE ☐ LIENHOLDER					LOCATION	BUILDING
					SCHEDULED ITEM NUMBER	
					OTHER	
	ITEM DESCRIPTION					
☐ LOSS PAYEE ☐ LIENHOLDER					LOCATION	BUILDING
					SCHEDULED ITEM NUMBER	
					OTHER	
	ITEM DESCRIPTION					

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES	Y / N
1. EQUIPMENT RENTED, LOANED TO / FROM OTHERS WITH / WITHOUT OPERATORS?	
2. IS APPLICANT OPERATING EQUIPMENT NOT LISTED HERE?	
3. PROPERTY USED UNDERGROUND?	
4. ANY WORK DONE AFLOAT?	

SCHEDULED EQUIPMENT

% COINSURANCE

AGENCY CUSTOMER ID: 00021553

#	TYPE	DESCRIPTION	ID # / SERIAL NO.	NEW / USED	DATE PURCHASED
	MANUFACTURER	MODEL	MODEL YEAR	CAPACITY	AMOUNT OF INSURANCE \$
#	TYPE	DESCRIPTION	ID # / SERIAL NO.	NEW / USED	DATE PURCHASED
	MANUFACTURER	MODEL	MODEL YEAR	CAPACITY	AMOUNT OF INSURANCE \$
#	TYPE	DESCRIPTION	ID # / SERIAL NO.	NEW / USED	DATE PURCHASED
	MANUFACTURER	MODEL	MODEL YEAR	CAPACITY	AMOUNT OF INSURANCE \$
#	TYPE	DESCRIPTION	ID # / SERIAL NO.	NEW / USED	DATE PURCHASED
	MANUFACTURER	MODEL	MODEL YEAR	CAPACITY	AMOUNT OF INSURANCE \$
#	TYPE	DESCRIPTION	ID # / SERIAL NO.	NEW / USED	DATE PURCHASED
	MANUFACTURER	MODEL	MODEL YEAR	CAPACITY	AMOUNT OF INSURANCE \$
#	TYPE	DESCRIPTION	ID # / SERIAL NO.	NEW / USED	DATE PURCHASED
	MANUFACTURER	MODEL	MODEL YEAR	CAPACITY	AMOUNT OF INSURANCE \$
#	TYPE	DESCRIPTION	ID # / SERIAL NO.	NEW / USED	DATE PURCHASED
	MANUFACTURER	MODEL	MODEL YEAR	CAPACITY	AMOUNT OF INSURANCE \$
#	TYPE	DESCRIPTION	ID # / SERIAL NO.	NEW / USED	DATE PURCHASED
	MANUFACTURER	MODEL	MODEL YEAR	CAPACITY	AMOUNT OF INSURANCE \$
#	TYPE	DESCRIPTION	ID # / SERIAL NO.	NEW / USED	DATE PURCHASED
	MANUFACTURER	MODEL	MODEL YEAR	CAPACITY	AMOUNT OF INSURANCE \$
#	TYPE	DESCRIPTION	ID # / SERIAL NO.	NEW / USED	DATE PURCHASED
	MANUFACTURER	MODEL	MODEL YEAR	CAPACITY	AMOUNT OF INSURANCE \$
#	TYPE	DESCRIPTION	ID # / SERIAL NO.	NEW / USED	DATE PURCHASED
	MANUFACTURER	MODEL	MODEL YEAR	CAPACITY	AMOUNT OF INSURANCE \$
#	TYPE	DESCRIPTION	ID # / SERIAL NO.	NEW / USED	DATE PURCHASED
	MANUFACTURER	MODEL	MODEL YEAR	CAPACITY	AMOUNT OF INSURANCE \$
#	TYPE	DESCRIPTION	ID # / SERIAL NO.	NEW / USED	DATE PURCHASED
	MANUFACTURER	MODEL	MODEL YEAR	CAPACITY	AMOUNT OF INSURANCE \$

Applicable in AL, AR, DC, LA, MD, NM, RI and WV

Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

Applicable in KS

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties* (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

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PRODUCER'S SIGNATURE	PRODUCER'S NAME (Please Print)	STATE PRODUCER LICENSE NO (Required in Florida)
APPLICANT'S SIGNATURE	DATE	NATIONAL PRODUCER NUMBER



TRANSPORTATION SECTION

DATE (MM/DD/YYYY)

2/23/2021

AGENCY Homeserve USA Repair MGT		CARRIER Assurant (HomeServe Only)	NAIC CODE
POLICY NUMBER [REDACTED]	EFFECTIVE DATE 3/31/2021	APPLICANT / FIRST NAMED INSURED City of Bloomington	

INTEREST		TYPE	
APPLICANT IS ☐ COMMON CARRIER ☐ OTHER ☐ CONTRACT CARRIER ☐ SHIPPER OF OWNED PROPERTY		☒ TRANSPORTATION ☐ MOTOR TRUCK CARGO ☐ LEGAL LIABILITY ☐ OPEN ☐ ANNUAL	

OPERATIONS (Motor truck cargo legal liability on page 2)

TRANSPORTATION

PROPERTY SHIPPED				POINTS OF ORIGIN		POINTS OF DESTINATION		
TERRITORY				ANNUAL GROSS SALES \$				
CONVEYANCE USED	ANNUAL VALUES SHIPPED AT APPLICANT'S RISK			AVERAGE VALUE PER SHIPMENT	LIMIT OF LIABILITY	BILL OF LADING		
	INCOMING	OUTGOING	INTERPLANT			FULL VALUE		RELEASED VALUE
CONTRACT CARRIER	\$	\$	\$	\$	\$	YES	NO	\$
COMMON CARRIER	\$	\$	\$	\$	\$	YES	NO	\$
RAIL	\$	\$	\$	\$	\$	YES	NO	\$
AIR CARRIER	\$	\$	\$	\$	\$	YES	NO	\$
	\$	\$	\$	\$	\$	YES	NO	\$
OWNED VEHICLES	\$	\$	\$	\$	\$			
TOTAL	\$	\$	\$	\$	\$			
☐ SPECIAL FORM ☐ NAMED PERILS ☐ INCLUDING THEFT		DEDUCTIBLE		# TRUCKS OPERATED	# TRACTORS OPERATED	# TRAILERS OPERATED	# TANK-TRUCKS OPERATED	# REFRIG. UNITS OPERATED

VEHICLE SCHEDULE (Attach ACORD 129 if necessary. Attach ACORD 163, Driver Information Schedule.)

Veh #	YEAR	MAKE	BODY TYPE	DATE PURCHASED	NEW	RADIUS OF OPERATIONS
		MODEL	V.I.N.		USED	
Veh #	YEAR	MAKE	BODY TYPE	DATE PURCHASED	NEW	RADIUS OF OPERATIONS
		MODEL	V.I.N.		USED	
Veh #	YEAR	MAKE	BODY TYPE	DATE PURCHASED	NEW	RADIUS OF OPERATIONS
		MODEL	V.I.N.		USED	

F.O.B.

IS CONTINGENT COVERAGE DESIRED ON F.O.B. SHIPMENTS MADE BY THE APPLICANT?	☐ YES ☐ NO
IF "YES", ENTER PERCENTAGE OF ANNUAL GROSS SALES REPRESENTED BY F.O.B. SHIPMENTS.	%

GENERAL INFORMATION

#	EXPLAIN ALL "YES" RESPONSES.	YES	NO	#	EXPLAIN ALL "YES" RESPONSES.	YES	NO
1.	IS THERE A VEHICLE MAINTENANCE PROGRAM IN OPERATION?			6.	ARE VEHICLES EQUIPPED WITH THEFT ALARMS?		
2.	DOES APPLICANT OBTAIN MVR VERIFICATION FOR DRIVERS?			7.	ARE VEHICLES LEFT UNLOCKED WHEN UNATTENDED?		
3.	DOES APPLICANT HAVE A DRIVER RECRUITING METHOD?			8.	ARE VEHICLES LEFT LOADED OVERNIGHT?		
4.	DO DRIVERS RECEIVE REGULAR PHYSICALS?			9.	DOES APPLICANT BACK HAUL PROPERTY OF OTHERS?		
5.	ANY WATERBORNE SHIPMENTS TO BE COVERED?						

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

MOTOR TRUCK CARGO LEGAL LIABILITY on Page 2	
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INS143 (201309)

SIGNATURE**Applicable in AL, AR, DC, LA, MD, NM, RI and WV**

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PRODUCER'S SIGNATURE	PRODUCER'S NAME (Please Print)	STATE PRODUCER LICENSE NO (Required in Florida)
APPLICANT'S SIGNATURE	DATE	NATIONAL PRODUCER NUMBER

Virginia Surety Company, Inc.

[175 West Jackson Blvd. Chicago, IL 60604]

Commercial Coverage

DECLARATIONS PAGE

Policy Number: TBD

Policy Period: From 03/31/2021 12:01 a.m. standard time at **your** mailing address as shown above, and continuing until cancelled.

City of Bloomington

603 W. Division Street

Bloomington, IL 61707

In return for the payment of the premium, and subject to all terms of this Policy, we agree with you to provide Insurance as stated in this Policy.

Coverage selected for Eligible Persons of the Policyholder:

-Water and Sewer Combined Loss Protection Residential: Rate: \$0.95 Limit: \$500.00

Form Numbers of Coverage Forms, Endorsements and other forms that are part of this Policy.

NATIONAL-SVLN-INLMAR-060420

SC-SVLN-LEAKLOSS1000-VSC-HSIA-1-08.24.20

SC-SVLN-LEAKLOSS1000-VSC-HSIA-2-08.24.20

SC-SVLN-LEAKLOSS1000-VSC-HSIA-3-08.24.20

SA-IL-SVLN-INLMAR-082120

Countersigned at: _____
This _____ day of _____, 20____

AUTHORIZED REPRESENTATIVE

Virginia Surety Company, Inc.

[175 West Jackson Blvd. Chicago, IL 60604]

**COMMERCIAL INLAND MARINE COVERAGE FORM AND
CONDITIONS**

UNDERGROUND UTILITIES EXCESS WATER COVERAGE

Throughout this policy, the words "you" and "your" refer to the Named Insured shown on the Declarations Page. The words "we", "us", and "ours" refer to the Company providing the insurance. Other words and phrases used in this Coverage Form have special meanings. These words or phrases will be shown within quotation marks. Refer to Section I. Definitions to determine these special meanings.

Various provisions in this policy restrict coverage. Please read this policy carefully to determine rights, duties and to determine what is and what is not covered.

Other words and phrases used in this Coverage Form have special meanings. These words or phrases will be shown within quotation marks. Refer to Section H. Definitions to determine these special meanings.

A. COVERAGE

1. Leak Coverage -- We will pay for your lost revenue under a Leak Adjustment Program for excess water charges to your "Customer" as a result of loss of water from a "Leak." The "Leak" must be caused by or result from a Covered Cause of Loss, and the amount of the excess water charge must equal or exceed the Water Loss Qualification Option indicated on the "Schedule of Coverages".

Excess water charges means, and is limited to, that portion of your water charge to a "Customer" that is in excess of the "Customer's" average water charge over the preceding 12 months.

2. Property Not Covered

We do not cover any "Leak" caused by or resulting from "Loss" to any of the "Customer" property described below:

- a. Irrigation systems;
- b. Waterlines providing service to any home that is unattended;
- c. Waterlines providing service to any building or structure that is primarily used for any business operation;

- d. Waterlines providing service to any building or structure that is primarily used for any purpose other than residential living;
- e. Swimming pools, hot tubs, fountains and other water features, including their associated piping, equipment and components;
- f. Dripping faucets;
- g. Leaking toilets;
- h. Faulty customer plumbing;
- i. Waterlines shared with a third party; or
- j. Back Flow Preventers

3. Covered Causes of Loss

Covered Cause of Loss means direct physical "Loss" unless excluded by causes of "Loss" listed in B. Exclusions.

B. EXCLUSIONS

1. We will not pay for "Loss" caused directly or indirectly by any of the following. Such "Loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "Loss".
 - a. Seizure or destruction by order of any governmental authority. But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if that fire would be covered under this Coverage Form.
 - b. Nuclear Hazard or radiation, or radioactive contamination, however caused. But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.
 - c. War and Military Action
 1. War, including undeclared or civil war;
 2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
 3. Insurrection, rebellion, revolution, usurped power or action by governmental authority in hindering or defending against any of these.
 - d. Earthquake
 1. Earthquake, including tremors or aftershocks and any earth sinking, rising or shifting relating to such event;
 2. Landslide, including any earth sinking, rising or shifting related to such event;
 3. Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;
 4. Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, we will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action. Volcanic Action means direct physical loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:
 - a. Airborne volcanic blast or airborne shock waves;

- b. Ash, dust or particulate matter; or
- c. Lava flow.

With respect to Volcanic Action, all volcanic eruptions that occur within any 168-hour period will constitute a single occurrence. Volcanic Action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property. This exclusion applies regardless of whether any of the above, in Paragraphs 1 through 4 is caused by an act of nature or is otherwise caused.

This exclusion does not apply to “Sinkhole Collapse.”

e. Flood and Related Water

- 1. Flood, surface water, wave (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);
- 2. Mudslide or mudflow;
- 3. Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
- 4. Water under the ground surface pressing on, or flowing or seeping through:
 - a. Foundations, walls, floors or paved surfaces;
 - b. Basements, whether paved or not; or
 - c. Doors, windows or other openings; or
 - d. Waterborne material carried or otherwise moved by any of the water referred to in Paragraph 1., 3., or 4., or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs 1. through 4., is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water. But if any of the above, in Paragraphs 1. through 4., results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

- f. “Fungus”, wet rot, dry rot, or bacteria.
- g. Ordinance or Law: The enforcement of any code, ordinance or law that regulates the construction, repair, replacement or use of any property. This exclusion applies to:
 - 1. Property which was not in compliance with any code, law or ordinance at the time of its installation or any subsequent code, ordinance or law; or
 - 2. Undamaged property which must be moved or replaced solely to comply with such code, ordinance or law.

- 2. We will not pay for “Loss” caused by or resulting from any of the following:
 - a. Delay, loss of use, loss of market or any other consequential loss or expense.
 - b. Dishonest or intentional acts by:
 - 1. You or any of your partners;
 - 2. Your directors or trustees;
 - 3. Your authorized representatives or employees; or

4. Your "Customer" a) whether acting alone or in collusion with others; and b) regardless of the time when such act occurs.
- c. Artificially generated electrical current, including electrical arcing, that disturbs electrical devices, appliances or wires; mechanical or electrical breakdown of any machinery, including rupturing or bursting caused by centrifugal force.
- d. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control.
- e. Discharge, dispersal, seepage, migration, release or escape of "Pollutants";
- f. Loss or damage that is caused by or results from any work completed by the "Customer" or any contractor hired by any "Customer".
- g. Costs to remove plugs or clogs from "Customer" waterlines.
- h. Contamination, or alleged contamination, of water by "Pollutants", substances or organisms.

C. LIMITS OF INSURANCE

The most we pay for "Loss" in any one occurrence for excess water charge to any one "Customer", is the Occurrence Limit of Insurance shown on the "Schedule of Coverages".

D. NOTICE & VALUATION

1. Notice of a claim must be provided to us within the timeframe outlined in your Leak Adjustment Program.
2. The value of excess water charges will be based on your actual loss sustained. We will not pay more than the Limit of Insurance shown on the "Schedule of Coverages".

We will not pay for any excess water charge until the amount of the excess charge exceeds the qualification amount shown on the schedule of coverages.

The average water usage will be based on the preceding twelve (12) consecutive month usage. If your "Customer" has less than twelve (12) months consecutive usage preceding the occurrence, the average use will be calculated over the available number of consecutive months, subject to a minimum of 3 months. We will not pay for any excess water charges for a "Customer" that has less than 3 months consecutive water usage experience.

Excess water charges will be limited by the number of occurrences and consecutive billing cycles indicated on the Excess Water "Schedule of Coverages".

E. Misrepresentation, Concealment, Or Fraud

We may void this coverage, before or after a loss that was willfully concealed or misrepresented, or following the misrepresentation of a material fact or circumstance relating to this insurance.

F. REPORTING CONDITIONS AND PROVISIONS

When Reporting is shown on the "Schedule of Coverages", you must provide a report to us in accordance with the reporting provisions and the time periods shown.

As used by this policy, reporting period means the period of time, beginning with the inception of the policy, when you must tell us, in writing, of the "Customers" participating in a "Leak Adjustment Program" covered by this policy.

Within 30 days of the end of each reporting period indicated on the "Schedule of Coverages", you must give us the number of "Customer(s)" to which this Coverage applies during that reporting period.

While you are not required to provide us with the names and address of "Customer(s)" in your periodic report, you agree to maintain a complete record of "Customer(s)". You agree to provide us with a copy of such complete record(s) at our request.

1. Provisions applicable to Cancellation or Non-Renewal.
 - [[a. You may cancel this policy by mailing or delivering to us advance written notice of cancellation.]
 - [b. We may cancel this policy by mailing or delivering written notice of cancellation to you at least:
 - i. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - ii. 30 days before the effective date of cancellation if we cancel for any other reason.]
 - [c. We will mail or deliver our notice to your last mailing address known to us.]
 - [d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.]
 - [e. If this policy is cancelled, we will send you any premium refund due. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.]
 - [f. If notice is mailed, proof of mailing will be sufficient proof of notice.]]
 - [g. If you or we cancel or do not renew this policy for any reason, any reports that you owe at time of cancellation or non-renewal are still due. We will adjust the policy in accordance with the policy provisions. You must pay any premium that is due us for the period up to and including the date of cancellation or non-renewal.]
2. If you fail to report as required, we will not provide coverage for any part of your uncollected excess water charges for that unreported reporting period.

G. FINAL PREMIUM COMPUTATION AND ADJUSTMENT

We will adjust the policy in the following manner.

We will multiply the reported values shown on the periodic report that you provide by the reporting rate shown on the "Schedule of Coverage". The result of this calculation is the premium that is due. Such premiums are due immediately.

H. ADDITIONAL CONDITIONS

1. Coverage Territory

We only insure Covered Property located in the United States of America.

2. Legal Action against Us

No one may bring a legal action against us under this Coverage Part unless:

- a. There has been full compliance with all of the terms of this Coverage Part; and
- b. The action is brought within 1 year after you first have knowledge of the direct loss or damage.

3. Conditions of Coverage

We only pay for excess water charges attributable to a "Customer" if the amount of the excess water charges for that "Customer" is equal to or exceeds the Water Loss Qualification Option indicated on the "Schedule of Coverages".

I. DEFINITIONS

1. "Customer(s)" means and refers to your utility customer who is participating in a Leak Adjustment Program.
2. "Fungus" means any type or form of fungus; mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungus; any type or form of algae or lichens.
3. "Leak" means the continuous and uninterrupted flow of potable water from a cracked, broken or damaged waterline or pipe.
4. "Leak Adjustment Program" means an arrangement between you and a Customer under which you agree to waive certain charges in the event of loss of water caused by a Leak under specified circumstances.
5. "Loss" means accidental loss or damage.
6. "Pollutants" means: any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes acids, alkalis, and chemicals, asbestos and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
7. "Schedule of Coverages" means the pages labeled "Schedule of Coverages" or other declarations or schedules that apply to this Coverage.

8. "Sinkhole Collapse" means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite and similar rock formations. This cause of loss does not include the cost of filling sinkholes (except to the extent that such filling is required to repair Covered Property following a Covered Cause of Loss); or sinking or collapse of land into manmade underground cavities.

Virginia Surety Company, Inc.

[175 West Jackson Blvd. Chicago, IL 60604]

**SCHEDULE OF COVERAGES
SCHEDULED PROPERTY FLOATER
UNDERGROUND UTILITIES—EXCESS WATER COVERAGE**

Coverage:

Limit of insurance for any one "Customer": \$ 500.00

Water Loss Benefit Frequency:

Occurrence(s) per 12-month period per Customer: 1

Consecutive billing cycles allowed per occurrence: 2

Water Loss Qualification Option:

☒ 2X Average Bill

☐ 3X Average Bill

☐ \$ _____ Over Average Bill

☐ No Qualification Applies

Optional Coverages:

☒ Amended Property Not Covered Endorsement

☐ Excess wastewater charges, subject to a limit of insurance anyone "Customer": \$ _____

Valuation

Actual Loss Sustained

Reporting Conditions

The policy is subject to monthly reporting and monthly adjustment.

Reporting Rate \$ * per Customer per Month

Reporting Rates

*-WATER/SEWER COMBINED LEAK LOSS RESIDENTIAL: \$ 0.95

Virginia Surety Company, Inc.

[175 West Jackson Blvd. Chicago, IL 60604]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

AMENDED PROPERTY NOT COVERED

This endorsement modifies insurance provided under the following:

UNDERGROUND UTILITIES EXCESS WATER COVERAGE FORM

A. When indicated by "X", the following property excluded in **Property Not Covered** is deleted:

☐ Irrigation Systems

☒ Dripping faucets;

☒ Leaking toilets;

☐ Any waterline shared with a third party, including any waterlines that have been added to the "customer" waterline.

☒ Waterlines providing service to any home that is unattended unless reasonable care is provided by the "Customer".

☒ Reasonable care means, and is limited to, one of the following methods:

- 1) Water line is turned off and drained; or
- 2) Heat is maintained in the home to prevent freezing.

☐ Waterlines providing service to any building or structure that is primarily used for any business operation.

☐ Waterlines providing service to any building or structure that is primarily used for any purpose other than residential living.

All other terms, conditions, and exclusions of the policy shall remain unchanged.

Virginia Surety Company, Inc.

[175 West Jackson Blvd. Chicago, IL 60604]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**AMENDATORY ENDORSEMENT
ILLINOIS**

This endorsement modifies insurance provided under the following:

1. Under the Section "**F. REPORTING CONDITIONS AND PROVIDIONS**", Subsection "1. Provisions applicable to Cancellation or Non-Renewal" is changed to:

Cancellation -- "You" may cancel this policy by returning the policy to "us" or by giving "us" a written notice and stating at what future date coverage is to stop. If this policy has been in effect for less than sixty days and is not a renewal of a policy issued by "us", "w" may cancel this policy, or one or more of its parts, for any reason by giving written notice of cancellation.

If this policy has been in effect for sixty days or more, or if it is a renewal of a policy issued by "us", "We" may cancel this policy only if one or more of the following reasons apply:

- a. nonpayment of premium;
- b. the policy was obtained by misrepresentation;
- c. "you" violated any of the terms and conditions of the policy;
- d. the risk originally accepted has measurably increased;
- e. certification to the Director of the loss of reinsurance by "us" which provided coverage to "you" for all or a substantial part of the underlying risk insured; or
- f. a determination by the Director that the continuation of the policy could place "us" in violation of the insurance laws of this State.

The notice of cancellation will state the time that the cancellation is to take effect and include the reason for cancellation. The notice will be mailed or delivered at least ten days before cancellation is effective for nonpayment of premium. If the cancellation is due to any reason other than nonpayment of premium, notice will be mailed or delivered at least thirty days before the cancellation is effective.

The notice will be sent to "you" and "your" broker, if known, at the last mailing addresses known to "us". If the notice of cancellation is mailed to "you", a U.S. Post Office Certificate of Mailing will be sufficient proof of receipt of the mailing.

"your" return premium, if any, will be calculated according to "our" rules. It will be refunded to "you" with the cancellation notice or within a reasonable time. Payment or tender of the unearned premium is not a condition of cancellation.

Nonrenewal -- If "we" decide not to renew this policy, "we" will give notice of nonrenewal at least sixty days prior to the expiration of the policy. "our" notice to "you" will state the reason or reasons for nonrenewal.

The notice will be sent to "you" and "your" broker, if known, or the agent of record on the policy at the last mailing addresses known to "us". If the notice of nonrenewal is mailed to "you", a U.S. Post Office Certificate of Mailing will be sufficient proof of receipt of the mailing.

Renewal -- If "we" decide to renew this policy with premium increases of 30% or higher, or impose changes in deductible or coverage that materially alter the policy, "we" will mail to "you" written notice of such increase or change in deductible or coverage at least sixty days before the renewal or anniversary date. The sixty day prior notification because of premium increase is not necessary where increases exceeding 30% are due to changed conditions or increased or broadening coverage initiated by "you". "We" will also send a notice to "your" broker, if known.

A U.S. Post Office Certificate of Mailing is sufficient proof of receipt of the mailing.

2. Under the Section "**H. ADDITIONAL CONDITIONS**" Subsection "2. Legal Action against Us" is amended to include the following:

c. However, this period is extended by the number of days between the date proof of loss is submitted and the claim is denied in whole or in part.

3. Under the Section "**I. DEFINITIONS**" Subsection "6. "Pollutants" is amended to include the following:

Pollution exclusions may not apply to damage caused by heat, smoke or fumes from a hostile fire.



COMMERCIAL INSURANCE APPLICATION

APPLICANT INFORMATION SECTION

DATE (MM/DD/YYYY)

02/23/2021

AGENCY Homeserve USA Repair MGT 7134 Lee HWY Chattanooga TN 37421		CARRIER Assurant (HomeServe Only)		NAIC CODE
		COMPANY POLICY OR PROGRAM NAME		PROGRAM CODE
		POLICY NUMBER [REDACTED]		
CONTACT NAME: Julie Ward		UNDERWRITER		UNDERWRITER OFFICE
PHONE (A/C, No, Ext): (423) 855-1234				
FAX (A/C, No): (423) 899-7444				
E-MAIL ADDRESS: julie.ward@homeserveuse.com				
CODE:	SUBCODE:	STATUS OF TRANSACTION		QUOTE ☒ ISSUE POLICY ☐ RENEW ☐ BOUND (Give Date and/or Attach Copy): CHANGE DATE TIME ☒ AM ☐ PM CANCEL 03/31/2021 12:01
AGENCY CUSTOMER ID: 00021553				

LINES OF BUSINESS

INDICATE LINES OF BUSINESS	PREMIUM	PREMIUM	PREMIUM
☐ BOILER & MACHINERY	\$	☐ CYBER AND PRIVACY	\$
☐ BUSINESS AUTO	\$	☐ FIDUCIARY LIABILITY	\$
☐ BUSINESS OWNERS	\$	☐ GARAGE AND DEALERS	\$
☐ COMMERCIAL GENERAL LIABILITY	\$	☐ LIQUOR LIABILITY	\$
☒ COMMERCIAL INLAND MARINE	\$	☐ MOTOR CARRIER	\$
☐ COMMERCIAL PROPERTY	\$	☐ TRUCKERS	\$
☐ CRIME	\$	☐ UMBRELLA	\$

ATTACHMENTS

☐ ACCOUNTS RECEIVABLE / VALUABLE PAPERS	☐ GLASS AND SIGN SECTION	☐ STATEMENT / SCHEDULE OF VALUES
☐ ADDITIONAL INTEREST SCHEDULE	☐ HOTEL / MOTEL SUPPLEMENT	☐ STATE SUPPLEMENT (If applicable)
☐ ADDITIONAL PREMISES INFORMATION SCHEDULE	☐ INSTALLATION / BUILDERS RISK SECTION	☐ VACANT BUILDING SUPPLEMENT
☐ APARTMENT BUILDING SUPPLEMENT	☐ INTERNATIONAL LIABILITY EXPOSURE SUPPLEMENT	☐ VEHICLE SCHEDULE
☐ CONDO ASSN BYLAWS (for D&O Coverage only)	☐ INTERNATIONAL PROPERTY EXPOSURE SUPPLEMENT	
☐ CONTRACTORS SUPPLEMENT	☐ LOSS SUMMARY	
☐ COVERAGES SCHEDULE	☐ OPEN CARGO SECTION	
☐ DEALERS SECTION	☐ PREMIUM PAYMENT SUPPLEMENT	
☐ DRIVER INFORMATION SCHEDULE	☐ PROFESSIONAL LIABILITY SUPPLEMENT	
☐ ELECTRONIC DATA PROCESSING SECTION	☐ RESTAURANT / TAVERN SUPPLEMENT	

POLICY INFORMATION

PROPOSED EFF DATE 03/31/2021	PROPOSED EXP DATE 03/31/2022	BILLING PLAN ☐ DIRECT ☒ AGENCY	PAYMENT PLAN	METHOD OF PAYMENT	AUDIT	DEPOSIT \$	MINIMUM PREMIUM \$	POLICY PREMIUM \$ 0.00
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APPLICANT INFORMATION

NAME (First Named Insured) AND MAILING ADDRESS (including ZIP+4) City of Bloomington 603 W. Division Street Bloomington IL 61701		GL CODE	SIC	NAICS	FEIN OR SOC SEC #
		BUSINESS PHONE #: (309)434-2426			
		WEBSITE ADDRESS www.cityblm.org			
☐ CORPORATION	☐ JOINT VENTURE	☐ NOT FOR PROFIT ORG	☐ SUBCHAPTER "S" CORPORATION		
☐ INDIVIDUAL	☐ LLC NO. OF MEMBERS AND MANAGERS: _____	☐ PARTNERSHIP	☐ TRUST		
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)		GL CODE	SIC	NAICS	FEIN OR SOC SEC #
		BUSINESS PHONE #:			
		WEBSITE ADDRESS			
☐ CORPORATION	☐ JOINT VENTURE	☐ NOT FOR PROFIT ORG	☐ SUBCHAPTER "S" CORPORATION		
☐ INDIVIDUAL	☐ LLC NO. OF MEMBERS AND MANAGERS: _____	☐ PARTNERSHIP	☐ TRUST		
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)		GL CODE	SIC	NAICS	FEIN OR SOC SEC #
		BUSINESS PHONE #:			
		WEBSITE ADDRESS			
☐ CORPORATION	☐ JOINT VENTURE	☐ NOT FOR PROFIT ORG	☐ SUBCHAPTER "S" CORPORATION		
☐ INDIVIDUAL	☐ LLC NO. OF MEMBERS AND MANAGERS: _____	☐ PARTNERSHIP	☐ TRUST		

CONTACT INFORMATION

AGENCY CUSTOMER ID: 00021553

CONTACT TYPE:		CONTACT TYPE:	
CONTACT NAME:		CONTACT NAME:	
PRIMARY PHONE # ☐ HOME ☐ BUS ☐ CELL	SECONDARY PHONE # ☐ HOME ☐ BUS ☐ CELL	PRIMARY PHONE # ☐ HOME ☐ BUS ☐ CELL	SECONDARY PHONE # ☐ HOME ☐ BUS ☐ CELL
PRIMARY E-MAIL ADDRESS:		PRIMARY E-MAIL ADDRESS:	
SECONDARY E-MAIL ADDRESS:		SECONDARY E-MAIL ADDRESS:	

PREMISES INFORMATION (Attach ACORD 823 for Additional Premises)

LOC #	STREET		CITY LIMITS	INTEREST	# FULL TIME EMPL	ANNUAL REVENUES: \$
			☐ INSIDE	☐ OWNER		OCCUPIED AREA: SQ FT
BLD #	CITY:	STATE:	☐ OUTSIDE	☐ TENANT	# PART TIME EMPL	OPEN TO PUBLIC AREA: SQ FT
	COUNTY:	ZIP:				TOTAL BUILDING AREA: SQ FT
DESCRIPTION OF OPERATIONS:						ANY AREA LEASED TO OTHERS? Y / N
LOC #	STREET		CITY LIMITS	INTEREST	# FULL TIME EMPL	ANNUAL REVENUES: \$
			☐ INSIDE	☐ OWNER		OCCUPIED AREA: SQ FT
BLD #	CITY:	STATE:	☐ OUTSIDE	☐ TENANT	# PART TIME EMPL	OPEN TO PUBLIC AREA: SQ FT
	COUNTY:	ZIP:				TOTAL BUILDING AREA: SQ FT
DESCRIPTION OF OPERATIONS:						ANY AREA LEASED TO OTHERS? Y / N
LOC #	STREET		CITY LIMITS	INTEREST	# FULL TIME EMPL	ANNUAL REVENUES: \$
			☐ INSIDE	☐ OWNER		OCCUPIED AREA: SQ FT
BLD #	CITY:	STATE:	☐ OUTSIDE	☐ TENANT	# PART TIME EMPL	OPEN TO PUBLIC AREA: SQ FT
	COUNTY:	ZIP:				TOTAL BUILDING AREA: SQ FT
DESCRIPTION OF OPERATIONS:						ANY AREA LEASED TO OTHERS? Y / N
LOC #	STREET		CITY LIMITS	INTEREST	# FULL TIME EMPL	ANNUAL REVENUES: \$
			☐ INSIDE	☐ OWNER		OCCUPIED AREA: SQ FT
BLD #	CITY:	STATE:	☐ OUTSIDE	☐ TENANT	# PART TIME EMPL	OPEN TO PUBLIC AREA: SQ FT
	COUNTY:	ZIP:				TOTAL BUILDING AREA: SQ FT
DESCRIPTION OF OPERATIONS:						ANY AREA LEASED TO OTHERS? Y / N

NATURE OF BUSINESS

☐ APARTMENTS	☐ CONTRACTOR	☐ MANUFACTURING	☐ RESTAURANT	☐ SERVICE	DATE BUSINESS STARTED (MM/DD/YYYY)
☐ CONDOMINIUMS	☐ INSTITUTIONAL	☐ OFFICE	☐ RETAIL	☐ WHOLESALE	
DESCRIPTION OF PRIMARY OPERATIONS					
RETAIL STORES OR SERVICE OPERATIONS % OF TOTAL SALES:		INSTALLATION, SERVICE OR REPAIR WORK %		OFF PREMISES INSTALLATION, SERVICE OR REPAIR WORK %	
DESCRIPTION OF OPERATIONS OF OTHER NAMED INSURED					

ADDITIONAL INTEREST (Not all fields apply to all scenarios - provide only the necessary data) Attach ACORD 45 for more Additional Interests

INTEREST	NAME AND ADDRESS	RANK: _____	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
☐ ADDITIONAL INSURED							LOCATION:	BUILDING:
☐ BREACH OF WARRANTY							VEHICLE:	BOAT:
☐ CO-OWNER							AIRPORT:	AIRCRAFT:
☐ EMPLOYEE AS LESSOR							ITEM CLASS:	ITEM:
☐ LEASEBACK OWNER							ITEM DESCRIPTION	
☐ LENDER'S LOSS PAYABLE	REFERENCE / LOAN #:	INTEREST END DATE:						
	LIEN AMOUNT:	PHONE (A/C, No, Ext):		FAX (A/C, No):				
REASON FOR INTEREST:			E-MAIL ADDRESS:					

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES

Y / N

1a. IS THE APPLICANT A SUBSIDIARY OF ANOTHER ENTITY ?

PARENT COMPANY NAME

RELATIONSHIP DESCRIPTION

% OWNED

1b. DOES THE APPLICANT HAVE ANY SUBSIDIARIES?

SUBSIDIARY COMPANY NAME

RELATIONSHIP DESCRIPTION

% OWNED

2. IS A FORMAL SAFETY PROGRAM IN OPERATION?

☐ SAFETY MANUAL☐ SAFETY POSITION☐ MONTHLY MEETINGS☐ OSHA☐

3. ANY EXPOSURE TO FLAMMABLES, EXPLOSIVES, CHEMICALS?

4. ANY OTHER INSURANCE WITH THIS COMPANY? (List policy numbers)

LINE OF BUSINESS

POLICY NUMBER

LINE OF BUSINESS

POLICY NUMBER

5. ANY POLICY OR COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE PRIOR THREE (3) YEARS FOR ANY PREMISES OR OPERATIONS? (Missouri Applicants - Do not answer this question)

☐ NON-PAYMENT☐ AGENT NO LONGER REPRESENTS CARRIER☐☐ NON-RENEWAL☐ UNDERWRITING☐ CONDITION CORRECTED (Describe):

6. ANY PAST LOSSES OR CLAIMS RELATING TO SEXUAL ABUSE OR MOLESTATION ALLEGATIONS, DISCRIMINATION OR NEGLIGENT HIRING?

7. DURING THE LAST FIVE YEARS (TEN IN RI), HAS ANY APPLICANT BEEN INDICTED FOR OR CONVICTED OF ANY DEGREE OF THE CRIME OF FRAUD, BRIBERY, ARSON OR ANY OTHER ARSON-RELATED CRIME IN CONNECTION WITH THIS OR ANY OTHER PROPERTY?
(In RI, this question must be answered by any applicant for property insurance. Failure to disclose the existence of an arson conviction is a misdemeanor punishable by a sentence of up to one year of imprisonment).

8. ANY UNCORRECTED FIRE AND/OR SAFETY CODE VIOLATIONS?

OCCUR DATE

EXPLANATION

RESOLUTION

RESOLVE DATE

9. HAS APPLICANT HAD A FORECLOSURE, REPOSSESSION, BANKRUPTCY OR FILED FOR BANKRUPTCY DURING THE LAST FIVE (5) YEARS?

OCCUR DATE

EXPLANATION

RESOLUTION

RESOLVE DATE

10. HAS APPLICANT HAD A JUDGEMENT OR LIEN DURING THE LAST FIVE (5) YEARS?

OCCUR DATE

EXPLANATION

RESOLUTION

RESOLVE DATE

11. HAS BUSINESS BEEN PLACED IN A TRUST? NAME OF TRUST:

12. ANY FOREIGN OPERATIONS, FOREIGN PRODUCTS DISTRIBUTED IN USA, OR US PRODUCTS SOLD / DISTRIBUTED IN FOREIGN COUNTRIES?
(If "YES", attach ACORD 815 for Liability Exposure and/or ACORD 816 for Property Exposure)

13. DOES APPLICANT HAVE OTHER BUSINESS VENTURES FOR WHICH COVERAGE IS NOT REQUESTED?

14. DOES APPLICANT OWN / LEASE / OPERATE ANY DRONES? (If "YES", describe use)

15. DOES APPLICANT HIRE OTHERS TO OPERATE DRONES? (If "YES", describe use)

REMARKS / PROCESSING INSTRUCTIONS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**PRIOR CARRIER INFORMATION**

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER:
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				

PRIOR CARRIER INFORMATION (continued)

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER:
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				

LOSS HISTORY ☐ Check if none (Attach Loss Summary for Additional Loss Information)

ENTER ALL CLAIMS OR LOSSES (REGARDLESS OF FAULT AND WHETHER OR NOT INSURED) OR OCCURRENCES THAT MAY GIVE RISE TO CLAIMS FOR THE LAST ____ YEARS						TOTAL LOSSES: \$	
DATE OF OCCURRENCE	LINE	TYPE / DESCRIPTION OF OCCURRENCE OR CLAIM	DATE OF CLAIM	AMOUNT PAID	AMOUNT RESERVED	SUBRO-GATION Y/N	CLAIM OPEN Y/N

SIGNATURE

Copy of the Notice of Information Practices (Privacy) has been given to the applicant. (Not required in all states, contact your agent or broker for your state's requirements.)		
PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT OR OTHER INVESTIGATIVE REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT AMENDMENTS AND RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. CREDIT SCORING INFORMATION MAY BE USED TO HELP DETERMINE EITHER YOUR ELIGIBILITY FOR INSURANCE OR THE PREMIUM YOU WILL BE CHARGED. WE MAY USE A THIRD PARTY IN CONNECTION WITH THE DEVELOPMENT OF YOUR SCORE. YOU MAY HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND REQUEST CORRECTION OF ANY INACCURACIES. YOU MAY ALSO HAVE THE RIGHT TO REQUEST IN WRITING THAT WE CONSIDER EXTRAORDINARY LIFE CIRCUMSTANCES IN CONNECTION WITH THE DEVELOPMENT OF YOUR CREDIT SCORE. THESE RIGHTS MAY BE LIMITED IN SOME STATES. PLEASE CONTACT YOUR AGENT OR BROKER TO LEARN HOW THESE RIGHTS MAY APPLY IN YOUR STATE OR FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US FOR A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING PERSONAL INFORMATION. (Not applicable in AZ, CA, DE, KS, MA, MN, ND, NY, OR, VA, or WV. Specific ACORD 38s are available for applicants in these states.) (Applicant's Initials): _____		
Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only. Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies. Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only. Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act. Applicable in KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only. Applicable in ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only. Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties. Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law. Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.		
THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.		
PRODUCER'S SIGNATURE	PRODUCER'S NAME (Please Print)	STATE PRODUCER LICENSE NO (Required in Florida)
APPLICANT'S SIGNATURE	DATE	NATIONAL PRODUCER NUMBER

**ADDITIONAL REMARKS SCHEDULE**

Page ____ of ____

AGENCY HomeServe USA Repair MGT		NAMED INSURED City of Bloomington
POLICY NUMBER [REDACTED]		
CARRIER Assurant (HomeServe Only)	NAIC CODE	EFFECTIVE DATE: 3/31/2021

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 125 FORM TITLE: Commercial Application

Policy

Water Line Protection Residential: Rate: \$4.40
Sewer Line Protection Residential: Rate: \$6.00

Please refer to the Utility's attached leak adjustment policy for additional information regarding guidelines and qualifications for leak adjustments.

****This partner covers "Wild Cat" Sewer Lines****

Inland Marine (C) - LEAK AND LINE

Water Line Protection Residential: Rate: \$4.40
Sewer Line Protection Residential: Rate: \$6.00

Please refer to the Utility's attached leak adjustment policy for additional information regarding guidelines and qualifications for leak adjustments.

****This partner covers "Wild Cat" Sewer Lines****

Estimated total water connections: 32177
Estimated total sewer connections: 28493



AGENCY CUSTOMER ID: 00021553

EQUIPMENT FLOATER SECTION

DATE (MM/DD/YYYY)

2/23/2021

AGENCY HomeServe USA Repair MGT

CARRIER

Assurant (HomeServe Only)

NAIC CODE

POLICY NUMBER

EFFECTIVE DATE

3/31/2021

APPLICANT / FIRST NAMED INSURED

City of Bloomington

TERRITORY OF OPERATION**TYPE OF OPERATION****COVERAGE / DEDUCTIBLE****EQUIPMENT STORAGE****UNSCHEDULED EQUIPMENT**

LOC. #	MO. IN STORAGE	MAXIMUM VALUE		TYPE OF SECURITY
		IN BUILDING	OUTSIDE	
		\$	\$	
		\$	\$	
		\$	\$	

DESCRIPTION	MAXIMUM ITEM	AMT. OF INSURANCE	% COINS

ADDITIONAL INTEREST / CERTIFICATE RECIPIENTS

ACORD 45 Attached

INTEREST	RANK:	NAME AND ADDRESS	REFERENCE #:	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER
☐ LOSS PAYEE					LOCATION: BUILDING:
☐ LIENHOLDER					SCHEDULED ITEM NUMBER:
					OTHER
ITEM DESCRIPTION:					

INTEREST	RANK:	NAME AND ADDRESS	REFERENCE #:	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER
☐ LOSS PAYEE					LOCATION: BUILDING:
☐ LIENHOLDER					SCHEDULED ITEM NUMBER:
					OTHER
ITEM DESCRIPTION:					

INTEREST	RANK:	NAME AND ADDRESS	REFERENCE #:	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER
☐ LOSS PAYEE					LOCATION: BUILDING:
☐ LIENHOLDER					SCHEDULED ITEM NUMBER:
					OTHER
ITEM DESCRIPTION:					

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES	Y / N
1. EQUIPMENT RENTED, LOANED TO / FROM OTHERS WITH / WITHOUT OPERATORS?	
2. IS APPLICANT OPERATING EQUIPMENT NOT LISTED HERE?	
3. PROPERTY USED UNDERGROUND?	
4. ANY WORK DONE AFLOAT?	

SCHEDULED EQUIPMENT

% COINSURANCE

AGENCY CUSTOMER ID: 00021553

#	TYPE	DESCRIPTION	ID # / SERIAL NO.	NEW / USED	DATE PURCHASED
	MANUFACTURER	MODEL	MODEL YEAR	CAPACITY	AMOUNT OF INSURANCE \$
#	TYPE	DESCRIPTION	ID # / SERIAL NO.	NEW / USED	DATE PURCHASED
	MANUFACTURER	MODEL	MODEL YEAR	CAPACITY	AMOUNT OF INSURANCE \$
#	TYPE	DESCRIPTION	ID # / SERIAL NO.	NEW / USED	DATE PURCHASED
	MANUFACTURER	MODEL	MODEL YEAR	CAPACITY	AMOUNT OF INSURANCE \$
#	TYPE	DESCRIPTION	ID # / SERIAL NO.	NEW / USED	DATE PURCHASED
	MANUFACTURER	MODEL	MODEL YEAR	CAPACITY	AMOUNT OF INSURANCE \$
#	TYPE	DESCRIPTION	ID # / SERIAL NO.	NEW / USED	DATE PURCHASED
	MANUFACTURER	MODEL	MODEL YEAR	CAPACITY	AMOUNT OF INSURANCE \$
#	TYPE	DESCRIPTION	ID # / SERIAL NO.	NEW / USED	DATE PURCHASED
	MANUFACTURER	MODEL	MODEL YEAR	CAPACITY	AMOUNT OF INSURANCE \$
#	TYPE	DESCRIPTION	ID # / SERIAL NO.	NEW / USED	DATE PURCHASED
	MANUFACTURER	MODEL	MODEL YEAR	CAPACITY	AMOUNT OF INSURANCE \$
#	TYPE	DESCRIPTION	ID # / SERIAL NO.	NEW / USED	DATE PURCHASED
	MANUFACTURER	MODEL	MODEL YEAR	CAPACITY	AMOUNT OF INSURANCE \$
#	TYPE	DESCRIPTION	ID # / SERIAL NO.	NEW / USED	DATE PURCHASED
	MANUFACTURER	MODEL	MODEL YEAR	CAPACITY	AMOUNT OF INSURANCE \$
#	TYPE	DESCRIPTION	ID # / SERIAL NO.	NEW / USED	DATE PURCHASED
	MANUFACTURER	MODEL	MODEL YEAR	CAPACITY	AMOUNT OF INSURANCE \$
#	TYPE	DESCRIPTION	ID # / SERIAL NO.	NEW / USED	DATE PURCHASED
	MANUFACTURER	MODEL	MODEL YEAR	CAPACITY	AMOUNT OF INSURANCE \$
#	TYPE	DESCRIPTION	ID # / SERIAL NO.	NEW / USED	DATE PURCHASED
	MANUFACTURER	MODEL	MODEL YEAR	CAPACITY	AMOUNT OF INSURANCE \$
#	TYPE	DESCRIPTION	ID # / SERIAL NO.	NEW / USED	DATE PURCHASED
	MANUFACTURER	MODEL	MODEL YEAR	CAPACITY	AMOUNT OF INSURANCE \$

Applicable in AL, AR, DC, LA, MD, NM, RI and WV

Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

Applicable in KS

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties* (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA and WA

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR

Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

PRODUCER'S SIGNATURE	PRODUCER'S NAME (Please Print)	STATE PRODUCER LICENSE NO (Required in Florida)
APPLICANT'S SIGNATURE	DATE	NATIONAL PRODUCER NUMBER



TRANSPORTATION SECTION

DATE (MM/DD/YYYY)
2/23/2021

AGENCY Homeserve USA Repair MGT		CARRIER Assurant (HomeServe Only)		NAIC CODE
POLICY NUMBER [REDACTED]	EFFECTIVE DATE 3/31/2021	APPLICANT / FIRST NAMED INSURED City of Bloomington		

INTEREST		TYPE		
APPLICANT IS: ☐ COMMON CARRIER ☐ OTHER ☐ CONTRACT CARRIER ☐ SHIPPER OF OWNED PROPERTY		☒ TRANSPORTATION ☐ MOTOR TRUCK CARGO ☐ LEGAL LIABILITY	☐ OPEN ☐ ANNUAL	OTHER

OPERATIONS (Motor truck cargo legal liability on page 2)

TRANSPORTATION

PROPERTY SHIPPED				POINTS OF ORIGIN		POINTS OF DESTINATION			
TERRITORY				ANNUAL GROSS SALES \$					
CONVEYANCE USED	ANNUAL VALUES SHIPPED AT APPLICANT'S RISK			AVERAGE VALUE PER SHIPMENT	LIMIT OF LIABILITY	BILL OF LADING			
	INCOMING	OUTGOING	INTERPLANT			FULL VALUE		RELEASED VALUE	
CONTRACT CARRIER	\$	\$	\$	\$	\$	YES		NO	\$
COMMON CARRIER	\$	\$	\$	\$	\$	YES		NO	\$
RAIL	\$	\$	\$	\$	\$	YES		NO	\$
AIR CARRIER	\$	\$	\$	\$	\$	YES		NO	\$
	\$	\$	\$	\$	\$	YES		NO	\$
OWNED VEHICLES	\$	\$	\$	\$	\$				
TOTAL	\$	\$	\$	\$	\$				
☐ SPECIAL FORM ☐ NAMED PERILS ☐ INCLUDING THEFT		DEDUCTIBLE		# TRUCKS OPERATED	# TRACTORS OPERATED	# TRAILERS OPERATED	# TANK-TRUCKS OPERATED	# REFRIG. UNITS OPERATED	SPECIAL UNITS OWNED / OPERATED

VEHICLE SCHEDULE (Attach ACORD 129 if necessary. Attach ACORD 163, Driver Information Schedule.)

Veh #	YEAR	MAKE:	BODY TYPE:	DATE PURCHASED	NEW	RADIUS OF OPERATIONS
		MODEL:	V.I.N.:		USED	
Veh #	YEAR	MAKE:	BODY TYPE:	DATE PURCHASED	NEW	RADIUS OF OPERATIONS
		MODEL:	V.I.N.:		USED	
Veh #	YEAR	MAKE:	BODY TYPE:	DATE PURCHASED	NEW	RADIUS OF OPERATIONS
		MODEL:	V.I.N.:		USED	

F.O.B.

IS CONTINGENT COVERAGE DESIRED ON F.O.B. SHIPMENTS MADE BY THE APPLICANT?

☐ YES ☐ NO

IF "YES", ENTER PERCENTAGE OF ANNUAL GROSS SALES REPRESENTED BY F.O.B. SHIPMENTS.

%

GENERAL INFORMATION

#	EXPLAIN ALL "YES" RESPONSES.	YES	NO	#	EXPLAIN ALL "YES" RESPONSES.	YES	NO
1.	IS THERE A VEHICLE MAINTENANCE PROGRAM IN OPERATION?			6.	ARE VEHICLES EQUIPPED WITH THEFT ALARMS?		
2.	DOES APPLICANT OBTAIN MVR VERIFICATION FOR DRIVERS?			7.	ARE VEHICLES LEFT UNLOCKED WHEN UNATTENDED?		
3.	DOES APPLICANT HAVE A DRIVER RECRUITING METHOD?			8.	ARE VEHICLES LEFT LOADED OVERNIGHT?		
4.	DO DRIVERS RECEIVE REGULAR PHYSICALS?			9.	DOES APPLICANT BACK HAUL PROPERTY OF OTHERS?		
5.	ANY WATERBORNE SHIPMENTS TO BE COVERED?						

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

MOTOR TRUCK CARGO LEGAL LIABILITY on Page 2	
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TERMINALS

VEHICLE SCHEDULE (Attach ACORD 129 if necessary. Attach ACORD 163, Driver Information Schedule.)

GENERAL INFORMATION

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Attach to ACORD 125

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Applicable in KY, NY, OH and PA

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Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

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PRODUCER'S SIGNATURE	PRODUCER'S NAME (Please Print)	STATE PRODUCER LICENSE NO (Required in Florida)
APPLICANT'S SIGNATURE	DATE	NATIONAL PRODUCER NUMBER

Virginia Surety Company, Inc.

[175 West Jackson Blvd. Chicago, IL 60604]

Commercial Coverage

DECLARATIONS PAGE

Policy Number: TBD

Policy Period: From 03/01/2021 12:01 a.m. standard time at **your** mailing address as shown above, and continuing until cancelled.

City of Bloomington
603 W. Division Street
Bloomington, IL 61701

In return for the payment of the premium, and subject to all terms of this Policy, we agree with you to provide Insurance as stated in this Policy.

Coverage selected for Eligible Persons of the Policyholder:

-Water Line Protection Residential: Rate: \$4.40 Per Customer Per Month

-Sewer Line Protection Residential: Rate: \$6.00 Per Customer Per Month

Form Numbers of Coverage Forms, Endorsements and other forms that are part of this Policy.

NATIONAL-SVLN-INLMAR-060420
SC-SVLN-INS-BUN1000-VSC-HSIA-1-07.01.20
SC-SVLN-INS-BUN1000-VSC-HSIA-2-07.01.20
SC-SVLN-INS-BUN1000-VSC-HSIA-3-07.01.20
SC-SVLN-INS-BUN1000-VSC-HSIA-4-07.01.20
SC-SVLN-INS-BUN1000-VSC-HSIA-WSL-E-07.01.20
SC-SVLN-INS-BUN1000-VSC-HSIA-SSL-E-07.01.20
SA-IL-SVLN-INLMAR-070920-WS

Countersigned at: _____
This _____ day of _____, 20____

AUTHORIZED REPRESENTATIVE

Virginia Surety Company, Inc.

[175 West Jackson Blvd. Chicago, IL 60604]

COMMERCIAL INLAND MARINE CONDITIONS

The following conditions apply to all coverage parts and endorsements included in this policy. Throughout this policy, the words "You" and "Your" refer to the Named Insured shown on the Declarations Page. The words "We", "Us", and "Ours" refer to the Company providing the insurance.

LOSS CONDITIONS

A. Abandonment

There can be no abandonment of any property to Us.

B. Appraisal

If We and You disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay the chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, We will still retain our right to deny the claim.

C. Duties in The Event of Loss

You must see that the following are done in the event of loss or damage to Covered Property:

1. Notify the police if a law may have been broken;
2. Give Us prompt notice of the loss or damage. Include a description of the property involved;
3. As soon as possible, give Us a description of how, when and where the loss or damage occurred;
4. Take all reasonable steps to protect the Covered Property from further damage and keep a record of Your expenses necessary to protect the Covered Property, for consideration in the

settlement of the claim. This will not increase the Limit of Insurance. However, We will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

5. As often as may be reasonably required, permit Us to inspect the property proving the loss or damage and examine Your books and records.
Also permit Us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit Us to make copies from Your books and records.
6. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.
7. Immediately send Us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.
8. Cooperate with Us in the investigation or settlement of the claim.

D. Insurance Under Two or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, We will not pay more than the actual amount of the loss or damage.

E. Loss Payment

1. After We receive notice of loss and supporting documentation, We will give notice of our intentions within 30 days.
2. We will not pay more than Your or Your Customer's financial interest in the Covered Property.
3. We may adjust losses with the owners of lost or damaged property if other than You. If We pay the owners, such payments will satisfy Your claim against Us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
4. We may elect to defend You against suits arising from claims of owners of property. We will do this at our expense.

5. We will pay for covered loss or damage within 30 days after We receive notice of loss and supporting documentation, if You have complied with all the terms of this Coverage Part and:
 - a. We have reached an agreement with You on the amount of the loss; or
 - b. An appraisal award has been made.
6. We will not be liable for any part of a loss that has been paid or made good by others.

F. Other Insurance

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If You do, We will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, We will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether You can collect on it or not. But We will not pay more than the applicable Limit of Insurance.

G. Pair, Sets or Parts

1. Pair or Set

In case of loss or damage to any part of a pair or set We may:

- a. Repair or replace any part to restore the pair or set to its value before the loss or damage; or
- b. Pay the difference between the value of the pair or set before and after the loss or damage.

2. Parts

In case of loss or damage to any part of Covered Property consisting of several parts when complete, We will only pay for the value of the lost or damaged part.

H. Recovered Property

If either You or We recover any property after loss settlement, that party must give the other prompt notice. At Your option, the property will be returned to You. You must then return to Us the amount We paid to You for the property. We will pay recovery expenses

and the expenses to repair the recovered property, subject to the Limit of Insurance.

I. Transfer of Rights of Recovery Against Other to Us

If any person or organization to or for whom We make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to Us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But You may waive Your rights against another party in writing:

1. Prior to a loss to the Covered Property.
2. After a loss to the Covered Property only if, at time of loss, that party is one of the following:
 - a. Someone insured by this insurance; or
 - b. A business firm:
 - i. Owned or controlled by You; or
 - ii. That owns or controls You.

This will not restrict Your insurance.

REPORTING CONDITIONS AND PROVISIONS

When Reporting is shown on the "Schedule of Coverages", You must provide a report to Us in accordance with the reporting provisions and the time periods shown.

As used by this policy, reporting period means the period of time, beginning with the inception of the policy, when You must tell Us, in writing, of the Scheduled Property covered by this policy.

Within 30 days of the end of each reporting period indicated on the "Schedule of Coverages", You must give Us the number of Scheduled Properties to which this Coverage applies during that reporting period.

While You are not required to provide Us with the names and addresses of Customers in Your periodic report, You agree to maintain a complete record of such information. You agree to provide Us with a copy of such complete record(s) at our request.

1. Provisions applicable to Cancellation or Non-Renewal

If You or We cancel or do not renew this policy for any reason, any reports that You owe at time of cancellation or non-renewal are still due. We will adjust the policy in accordance with the policy provisions. You must pay any premium that is due Us for the period up to and including the date of cancellation or non-renewal.

2. Failure to Report

If You fail to report as required, We will not provide coverage for any property for that unreported reporting period. There is no coverage for a particular property unless that property has been reported to Us.

3. Final Premium Computation and Adjustment

We will adjust the policy premium in the following manner:

We will multiply the number of Scheduled Properties shown in the periodic report that You provide by the reporting rate that You and We agree upon and which is shown in the Schedule of Coverages. The result of this calculation is the premium that is due. Such premiums are due immediately.

GENERAL CONDITIONS

A. Concealment, Misrepresentation or Fraud

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by You or any other insured, at any time, concerning:

1. This Coverage Part;
2. The Covered Property
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. Control of Property

Any act or neglect of any person other than You beyond Your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. Legal Actions Against Us

No one may bring a legal action against Us under this Coverage Part unless:

1. There has been full compliance with all the terms of this Coverage Part; and
2. The action is brought within 2 years after You first have knowledge of the direct loss or

damage.

D. No Benefit to Bailee

No person or organization, other than You or your customer, having custody of Covered Property will benefit from this insurance.

E. Policy Period, Coverage Territory

We cover loss or damage commencing:

1. During the policy period shown in the Declarations Page; and
2. Within the coverage territory. We only insure Covered Property located in the United States of America.

F. Valuation

The value of the Covered Property will be Replacement Cost. We will not deduct depreciation. The amount We pay will be the lesser of:

1. The cost to repair or replace Covered Property with materials of like kind and quality to the extent practicable; or
2. The limit that applies to Covered Property.

G. Cancellation

1. The first Named Insured shown in the Declarations Page may cancel this policy by mailing or delivering to Us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if We cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if We cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to Us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, We will send the first Named Insured any premium refund due. If

We cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if We have not made or offered a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

H. Changes

This policy contains all the agreements between You and Us concerning the insurance afforded. The first Named Insured shown in the Declarations Page is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by Us and made a part of this policy.

I. Examination of Your Books and Records

We may examine and audit Your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

J. Inspection and Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give You reports on the conditions We find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions We do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And We do not warrant that conditions:
 - a. Are safe and healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to Us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations We may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

K. Premiums

The first Named Insured shown in the Declarations Page:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums We pay.

L. Transfer of Your Right and Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

M. Definitions

- a. "Customer(s)" means Your utility customer whose property address has been reported by You.
- b. "Fungus" means any type or form of fungus; mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungus; any type or form of algae or lichens.
- c. "Loss" means accidental loss or damage.
- d. "Paved Surface" means sidewalks, driveways or roads that are composed of any paved or asphalt surface or another type of commonly used materials including crushed stone or brick.
- e. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes acids, alkalis, and chemicals, asbestos and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- f. "Schedule of Coverages" means the pages labeled "Schedule of Coverages" or other declarations or schedules that apply to this Coverage.
- g. "Scheduled Property" means a property address You have reported to Us.
- h. "Sinkhole Collapse" means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite and similar rock formations. This cause of loss does not include the cost of filling sinkholes (except to the extent that such filling is required to repair Covered Property following a Covered Cause of Loss); or sinking or collapse of land into manmade underground cavities.

Virginia Surety Company, Inc.

[175 West Jackson Blvd. Chicago, IL 60604]

SCHEDULE OF COVERAGES SCHEDULED PROPERTY FLOATER

DESCRIBED PROPERTY	LIMIT OF INSURANCE
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☒ Water Line Coverage	\$10,000 per occurrence
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☒ Sewer Line Coverage	\$10,000 per occurrence
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Coverage Extensions

Reseeding and Landscaping Expense	Included, subject to \$500 limit.
Restoration of Paved Surfaces	Included

Optional Coverages

X Amended Property Not Covered Endorsement [xx-xxxxxxxx-xxxx-xxxx-xxxxxx]

Valuation

Replacement Cost

Reporting Conditions

The policy is subject to monthly reporting and monthly premium adjustment.

Reporting rate:	Water Line Coverage: \$ <u>4.40</u>	per month/per Scheduled Property
	Sewer Line Coverage: \$ <u>6.00</u>	per month/per Scheduled Property

Virginia Surety Company, Inc.

[175 West Jackson Blvd. Chicago, IL 60604]

WATER LINE COVERAGE ENDORSEMENT

This Endorsement modifies the coverage under the Commercial Inland Marine Policy. Various provisions in this policy restrict coverage. Please read this Endorsement carefully to determine rights, duties and to determine what is and what is not covered.

Capitalized words and phrases used in this Endorsement have special meanings. Refer to the definitions shown in the Commercial Inland Marine Conditions *to determine these special meanings*.

A. UTILITIES WATER LINE COVERAGE

1. Line Coverage

Water Line Coverage; We will pay for damage consisting of cracking or breaking of Covered Property from any Covered Cause of Loss.

“Covered Property” means waterlines consisting of underground waterlines used for the distribution of potable water, beginning at the point where Your Customer's waterline connects to Your main public or municipal waterline and ending at the foundation or footprint of the house.

The most that We will pay for waterlines at any Scheduled Property in any one occurrence is the Limit of Insurance indicated on the "Schedule of Coverages".

2. Property Not Covered

- a. Water meters, water meter pit or water meter vault;
- b. Any building or structure or personal property, other than Covered Property described above;
- c. Any waterline that is not connected to Your water service;
- d. Any waterline(s) or pipe(s) beyond the foundation of the dwelling or the footprint of the dwelling at a Scheduled Property, as may be applicable.
- e. Irrigation systems or back flow preventers;

- f. Any waterline that a Customer shares with a third party, including any waterlines that have been added to a waterline at a Scheduled Property;
- g. Waterlines located underneath the foundation or slab of any building or structure;
- h. Waterlines providing service to any home that is unattended;
- i. Waterlines providing service to any building or structure that is primarily used for any business operation;
- j. Waterlines providing service to any building or structure that is primarily used for any purpose other than residential living;
- k. Water or land;
- l. Swimming pools, hot tubs, fountains and other water features, including their associated piping, equipment and components;
- m. Sanitary Sewer Lines;
- n. Malfunctioning pressure reducing valves.

3. Coverage Extensions

This Endorsement includes the following Coverage Extensions. The limits for Coverage Extensions are included within and are not in addition to the Limits of Insurance.

a. Re-seeding and Landscaping Expense

We will pay to re-seed a lawn or re-landscape a yard following excavation to uncover a water line due to a Covered Cause of Loss at a Scheduled Property. We will pay the reasonable and necessary amount spent to restore the "yard to its condition immediately before "loss". The most We will pay for this Coverage Extension is \$500.

This is the only coverage that applies to Re-Seeding and Landscaping Expense.

b. Restoration of "Paved Surfaces"

If it is necessary to remove "Paved Surfaces" or a portion thereof to repair or replace Covered Property as a result of a Covered "Loss", We will pay to restore those "Paved Surfaces" at a Scheduled Property. We will pay the reasonable and necessary amount spent to restore the "Paved Surfaces" with material of like kind and quality.

This coverage does not apply to any foundation or slab of any building or structure, or any deck or patio of any building or structure that must be broken or removed in order to gain access to any waterline.

This is the only coverage that applies to Restoration of "Paved Surfaces".

4. Covered Cause of Loss

Covered Cause of Loss means risk of direct physical loss unless excluded by causes of loss listed in **B. Exclusions**.

B. EXCLUSIONS

1. We will not pay for Loss caused directly or indirectly by any of the following causes listed below. Such Loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the Loss.

a. Seizure or destruction by order of any governmental authority.

But We will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if that fire would be covered under this Coverage Form.

- b. Nuclear Hazard or radiation, or radioactive contamination, however caused.** But if nuclear reaction or radiation, or radioactive contamination, results in fire, We will pay for the loss or damage caused by that fire.

c. War or Military Action

- i. War, including undeclared civil war;
- ii. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- iii. Insurrection, rebellion, revolution, usurped power or action by governmental authority in hindering or defending against any of these.

d. Earthquake

- i. Earthquake, including tremors or aftershocks and any earth sinking, rising or shifting relating to such event;
- ii. Landslide, including any earth sinking, rising or shifting related to such event;
- iii. Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;
- iv. Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, We will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action.
Volcanic Action means direct physical loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:
 - a. Airborne volcanic blast or airborne shock waves;
 - b. Ash, dust or particulate matter; or
 - c. Lava flow.

With respect to Volcanic Action as set forth in iv.a, iv.b, and iv.c, all volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic Action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

This exclusion applies regardless of whether any of the above, in Paragraphs 1 through 4 is caused by an act of nature or is otherwise caused.

This exclusion does not apply to Sinkhole Collapse.

e. Flood and Related Water

- i. Flood surface water, wave (including tidal wave and tsunami), tides, tidal water, overflow of anybody or water, or spray from any of these, all whether or not driven by wind (including storm surge).

- ii. Mudslide or mudflow;
- iii. Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
- iv. Water under the ground surface pressing on, or flowing or seeping through:
 - a. Foundations, walls, floors, or paved surfaces;
 - b. Basements, whether paved or not; or
 - c. Doors, windows or other openings; or
 - d. Waterborne material carried or otherwise moved by any of the water referred to in Paragraph i, iii, or iv, or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs i. through iv. is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in Paragraphs i. through iv. results in fire or explosion, We will pay for the loss or damage caused by that fire or explosion.

- f. Fungus, wet rot, dry rot, bacteria;**
- g. Ordinance or Law**

The enforcement of any code, ordinance or law that regulates the construction, repair, replacement or use of Covered Property. This exclusion applies to:

- i. Property which was not in compliance with any code, law or ordinance at the time of its installation or any subsequent code, ordinance or law; or
- ii. Undamaged Covered Property which must be moved or replaced solely to comply with such code, ordinance or law.

2. We will not pay for Loss caused by or resulting from any of the following:

- a. Delay, loss of use, loss of market or any other consequential loss or expense;
- b. Dishonest or intentional acts by:
 - i. You or any of Your partners;
 - ii. Your directors or trustees;
 - iii. Your authorized representatives or employees; or
 - iv. Your customer:
 - a. Whether acting alone or in collusion with others; and
 - b. Regardless of the time when such act occurs.
- c. Artificially generated electrical current, including electrical arcing, that disturbs electrical devices, appliances or wires; mechanical or electrical breakdown of any machinery, including rupturing or bursting caused by centrifugal force.
- d. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by You or operated under Your control.
- e. Discharge, dispersal, seepage, migration, release or escape of Pollutants.
- f. Any cost to move or remove personal property in order to gain access to Covered Property.
- g. Loss or damage that is caused by or results from any work completed by a Customer or any contractor hired by a Customer.

This provision does not apply to any loss caused by any independent contractor approved by Us; or when a Customer, a Customer's contractor, or You, has called the federally mandated national call-before-You-dig number, Dig safe 811, or the state specific call-before-You-dig number prior to any loss or damage and the waterline location has been marked and a ticket has been documented.

- h. Costs to remove plugs or clogs from Covered Property.
- i. Contamination, or alleged contamination, of water by Pollutants, substances or organisms.

C. LIMITS OF INSURANCE

The most We pay for loss in any one occurrence, at any one Scheduled Property, is the Total Limit of Insurance shown on the Schedule of Coverages.

Virginia Surety Company, Inc.

[175 West Jackson Blvd. Chicago, IL 60604]

SEWER LINE COVERAGE ENDORSEMENT

Various provisions in this policy restrict coverage. Please read this Endorsement carefully to determine rights, duties and to determine what is and what is not covered.

Capitalized words and phrases used in this Endorsement have special meanings. Refer to the definitions shown in the Commercial Inland Marine Conditions *to determine these special meanings*.

A. COVERAGE

1. Line Coverage

Sewer Line Coverage; We will pay for damage consisting of cracking or breaking of Covered Property from any Covered Cause of Loss.

"Covered Property" means sanitary sewer lines at the premises of a Scheduled Property beginning at the point where the sanitary sewer line connects to Your public or municipal sewer line and ending at the foundation of the dwelling or the footprint of the dwelling at a Scheduled Property. This includes the reasonable cost to access sanitary sewer lines in order to affect repairs and the cost to back fill soil after repair unless such costs are otherwise excluded or accepted elsewhere in this policy.

The most that We will pay for sewer lines at any Scheduled Property in any one occurrence is the Limit of Insurance indicated on the "Schedule of Coverages".

2. Property Not Covered

- a. Water meters, water meter pit or water meter vault;
- b. Any building or structure or personal property, other than Covered Property;
- c. Any sewer line that is not connected to Your water service;
- d. Any waterline(s) or pipe(s) beyond the foundation of the dwelling or the footprint of the dwelling at a Scheduled Property, as may be applicable.
- e. Irrigation systems or back flow preventers;
- f. Any sanitary sewer line, waste pipe or related component within a "customer" dwelling;
- g. Any septic tank, leach field, or any component or attachment made thereto;
- h. Any building or structure or personal property, other than Covered Property;

- i. Any component or attachment made to any sanitary sewer line including meters, clean outs, pumps, grinder pumps or lift stations;
- j. Any connections or extensions to the sanitary sewer line including basement sumps, sump pumps or storm drains;
- k. Any sanitary sewer line that the customer shares with a third party, including any sanitary sewer lines that have been added to the Customer's sanitary sewer line;
- l. Sanitary sewer lines located underneath the foundation or slab of any building or structure;
- m. Sanitary sewer lines providing service to any dwelling that is unoccupied or vacant, whether or not the dwelling is in the course of construction, renovation or remediation;

3. Coverage Extensions

This Coverage Form includes the following Coverage Extensions. The limits for Coverage Extensions are included within and are not in addition to the Limits of Insurance.

a. Re-seeding and Landscaping Expense

We will pay to re-seed a lawn or re-landscape a yard following excavation to uncover a water line due to a Covered Cause of Loss at a Scheduled Property. We will pay the reasonable and necessary amount spent to restore the "yard to its condition immediately before "loss". The most We will pay for this Coverage Extension is \$500.

This is the only coverage that applies to Re-Seeding and Landscaping Expense.

b. Restoration of "Paved Surfaces"

If it is necessary to remove "Paved Surfaces" or a portion thereof to repair or replace Covered Property as a result of a Covered "Loss", We will pay to restore those "Paved Surfaces" at a Scheduled Property. We will pay the reasonable and necessary amount spent to restore the "Paved Surfaces" with material of like kind and quality.

This coverage does not apply to any foundation or slab of any building or structure, or any deck or patio of any building or structure that must be broken or removed in order to gain access to any waterline.

This is the only coverage that applies to Restoration of "Paved Surfaces".

4. Covered Cause of Loss

Covered Cause of Loss means risk of direct physical loss unless excluded by causes of loss listed in **B. Exclusions**.

B. EXCLUSIONS

- 1.** We will not pay for Loss caused directly or indirectly by any of the following causes listed below. Such Loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the Loss.
 - a. Seizure or destruction by order of any governmental authority.**
But We will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if that fire would be covered under this Coverage Form.
 - b. Nuclear Hazard or radiation, or radioactive contamination, however caused.** But if nuclear reaction or radiation, or radioactive contamination, results in fire, We will pay for the loss or damage caused by that fire.
 - c. War or Military Action**
 - i.** War, including undeclared civil war;
 - ii.** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents;
or
 - iii.** Insurrection, rebellion, revolution, usurped power or action by governmental authority in hindering or defending against any of these.
 - d. Earthquake**
 - i.** Earthquake, including tremors or aftershocks and any earth sinking, rising or shifting relating to such event;
 - ii.** Landslide, including any earth sinking, rising or shifting related to such event;
 - iii.** Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;
 - iv.** Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, We will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action.

Volcanic Action means direct physical loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- a. Airborne volcanic blast or airborne shock waves;
- b. Ash, dust or particulate matter; or
- c. Lava flow.

With respect to Volcanic Action as set forth in iv.a, iv.b, and iv.c, all volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic Action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

This exclusion applies regardless of whether any of the above, in Paragraphs 1 through 4 is caused by an act of nature or is otherwise caused.

e. Flood and Related Water

- i. Flood surface water, wave (including tidal wave and tsunami), tides, tidal water, overflow of anybody or water, or spray from any of these, all whether or not driven by wind (including storm surge).
- ii. Mudslide or mudflow;
- iii. Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
- iv. Water under the ground surface pressing on, or flowing or seeping through:
 - a. Foundations, walls, floors, or paved surfaces;
 - b. Basements, whether paved or not; or
 - c. Doors, windows or other openings; or
 - d. Waterborne material carried or otherwise moved by any of the water referred to in Paragraph i, ii, or is iii, or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs i. through iv. is caused by an act of nature or is otherwise caused. An example of

a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in Paragraphs i. through iv. results in fire or explosion, We will pay for the loss or damage caused by that fire or explosion.

f. Fungus, wet rot, dry rot, bacteria;

g. Ordinance or Law

The enforcement of any code, ordinance or law that regulates the construction, repair, replacement or use of Covered Property. This exclusion applies to:

- i.** Property which was not in compliance with any code, law or ordinance at the time of its installation or any subsequent code, ordinance or law; or
- ii.** Undamaged Covered Property which must be moved or replaced solely to comply with such code, ordinance or law.

2. We will not pay for Loss caused by or resulting from any of the following:

- a.** Delay, loss of use, loss of market or any other consequential loss or expense;
- b.** Dishonest or intentional acts by:
 - i.** You or any of Your partners;
 - ii.** Your directors or trustees;
 - iii.** Your authorized representatives or employees; or
 - iv.** Your customer:
 - a.** Whether acting alone or in collusion with others; and
 - b.** Regardless of the time when such act occurs.
- c.** Artificially generated electrical current, including electrical arcing, that disturbs electrical devices, appliances or wires; mechanical or electrical breakdown of any machinery, including rupturing or bursting caused by centrifugal force.
- d.** Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by You or operated under Your control.
- e.** Discharge, dispersal, seepage, migration, release or escape of Pollutants.
- f.** Any cost to move or remove personal property in order to gain access to

Covered Property.

- g. Loss or damage that is caused by or results from any work completed by a Customer or any contractor hired by a Customer.

This provision does not apply to any loss caused by any independent contractor approved by Us; or when a Customer, a Customer's contractor, or You, has called the federally mandated national call-before-You-dig number, Digsafe 811, or the state specific call-before-You-dig number prior to any loss or damage and the waterline location has been marked and a ticket has been documented.

- h. Cost to remove plugs or clogs from Covered Property.
- i. Costs to remove plugs or clogs from Covered Property.
- j. Contamination, or alleged contamination, of water by Pollutants, substances or organisms.

C. LIMITS OF INSURANCE

The most We pay for loss in any one occurrence, at any one Scheduled Property, is the Total Limit of Insurance shown on the Schedule of Coverages.

Virginia Surety Company, Inc.

[175 West Jackson Blvd. Chicago, IL 60604]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

AMENDED PROPERTY NOT COVERED

This endorsement modifies insurance provided under the following:

UNDERGROUND UTILITIES WATER LINE COVERAGE PART [(xx-xxxxxxxx-xxxx-xxxx-xxxxxx)]

A. When indicated by an "X", the following property excluded in **Section A Property Not Covered**, is deleted.

- ☐ Irrigation Systems
- ☐ Any waterline shared with a third party, including any waterlines that have been added to the "customer" waterline.
- ☒ Waterlines providing service to any home that is unattended unless reasonable care is provided by the "Customer". Reasonable care means, and is limited to, one of the following methods:
 - 1. Water line is turned off and drained; or
 - 2. Heat is maintained in the home to prevent freezing.
- ☐ Waterlines providing service to any building or structure that is primarily used for any business operation.
- ☐ Waterlines providing service to any building or structure that is primarily used for any purpose other than residential living.
- ☒ Sanitary Sewer Lines (Refer to Endorsement Sanitary Sewer Lines: [xx-xxxxxxxx-xxxx-xxxx-xxxxxx])
- ☐ Waterline other Terms & Conditions:

All other terms, conditions, and exclusions of the policy shall remain unchanged.

Virginia Surety Company, Inc.

[175 West Jackson Blvd. Chicago, IL 60604]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

SEWER LINE COVERAGE

This endorsement modifies insurance provided under the following:

UNDERGROUND UTILITIES SEWER LINE COVERAGE PART [xx-xxxxxxxx-xxxx-xxxx-xxxxxx]

A. When indicated by an "X", the following property excluded in **Section A** Property Not Covered, is deleted.

☒ Any sanitary sewer line that the customer shares with a third party, including any sanitary sewer lines that have been added to the "customer" sanitary sewer line.

☒ Sewer line other Terms & Conditions: *
*This partner covers "Wild Cat" Sewer lines.

B. REPORTING CONDITIONS AND PROVISIONS

Reporting conditions and provisions are extended to Sanitary Sewer Line Coverage, subject to the following:

Reporting Rate: **\$6.00** per month/per customer

All other terms, conditions and exclusions of the policy shall remain unchanged.

Virginia Surety Company, Inc.

[175 West Jackson Blvd. Chicago, IL 60604]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**AMENDATORY ENDORSEMENT
ILLINOIS**

This endorsement modifies insurance provided under the following:

1. Under the Section "**GENERAL CONDITIONS**", Subsection "**G. Cancellation**" is deleted and replaced by the following:

Cancellation -- "You" may cancel this policy by returning the policy to "Us" or by giving "Us" a written notice and stating at what future date coverage is to stop. If this policy has been in effect for less than sixty days and is not a renewal of a policy issued by "Us", "We" may cancel this policy, or one or more of its parts, for any reason by giving written notice of cancellation.

If this policy has been in effect for sixty days or more, or if it is a renewal of a policy issued by "Us", "We" may cancel this policy only if one or more of the following reasons apply:

- a. nonpayment of premium;
- b. the policy was obtained by misrepresentation;
- c. "You" violated any of the terms and conditions of the policy;
- d. the risk originally accepted has measurably increased;
- e. certification to the Director of the loss of reinsurance by "Us" which provided coverage to "You" for all or a substantial part of the underlying risk insured; or
- f. a determination by the Director that the continuation of the policy could place "Us" in violation of the insurance laws of this State.

The notice of cancellation will state the time that the cancellation is to take effect and include the reason for cancellation. The notice will be mailed or delivered at least ten days before cancellation is effective for nonpayment of premium. If the cancellation is due to any reason other than nonpayment of premium, notice will be mailed or delivered at least thirty days before the cancellation is effective.

The notice will be sent to "You" and "Your" broker, if known, at the last mailing addresses known to "Us". If the notice of cancellation is mailed to "You", a U.S. Post Office Certificate of Mailing will be sufficient proof of receipt of the mailing.

"Your" return premium, if any, will be calculated according to "Our" rules. It will be refunded to "You" with the cancellation notice or within a reasonable time. Payment or tender of the unearned premium is not a condition of cancellation.

Nonrenewal -- If "We" decide not to renew this policy, "We" will give notice of nonrenewal at least sixty days prior to the expiration of the policy. "Our" notice to "You" will state the reason or reasons for nonrenewal.

The notice will be sent to "You" and "Your" broker, if known, or the agent of record on the policy at the last mailing addresses known to "Us". If the notice of nonrenewal is mailed to "you", a U.S. Post Office Certificate of Mailing will be sufficient proof of receipt of the mailing.

Renewal -- If "We" decide to renew this policy with premium increases of 30% or higher, or impose changes in deductible or coverage that materially alter the policy, "We" will mail to "You" written notice of such increase or change in deductible or coverage at least sixty days before the renewal or anniversary date. The sixty day prior notification because of premium increase is not necessary where increases exceeding 30% are due to changed conditions or increased or broadening coverage initiated by "You". "We" will also send a notice to "Your" broker, if known.

A U.S. Post Office Certificate of Mailing is sufficient proof of receipt of the mailing.

2. Under the Section "**GENERAL CONDITIONS**" Subsection "**C. Legal Action against Us**" is amended to include the following:

3. However, this period is extended by the number of days between the date proof of loss is submitted and the claim is denied in whole or in part.

3. Under the Section "**GENERAL CONDITIONS**" Subsection "**M. DEFINITIONS, e.** "Pollutants" is amended to include the following:

Pollution exclusions may not apply to damage caused by heat, smoke or fumes from a hostile fire.



LEAKS HIT YOUR WALLET LIKE A Flood



The City of Bloomington is expanding our **residential** water and sewer leak coverage through our new ServLine Program and providing our **residential** customers the opportunity to add water line and/or sewer lateral repair and replacement coverage.

For more information on Leak Protection and to add Line and/or Lateral Protection



CALL US:
(309) 585-3671

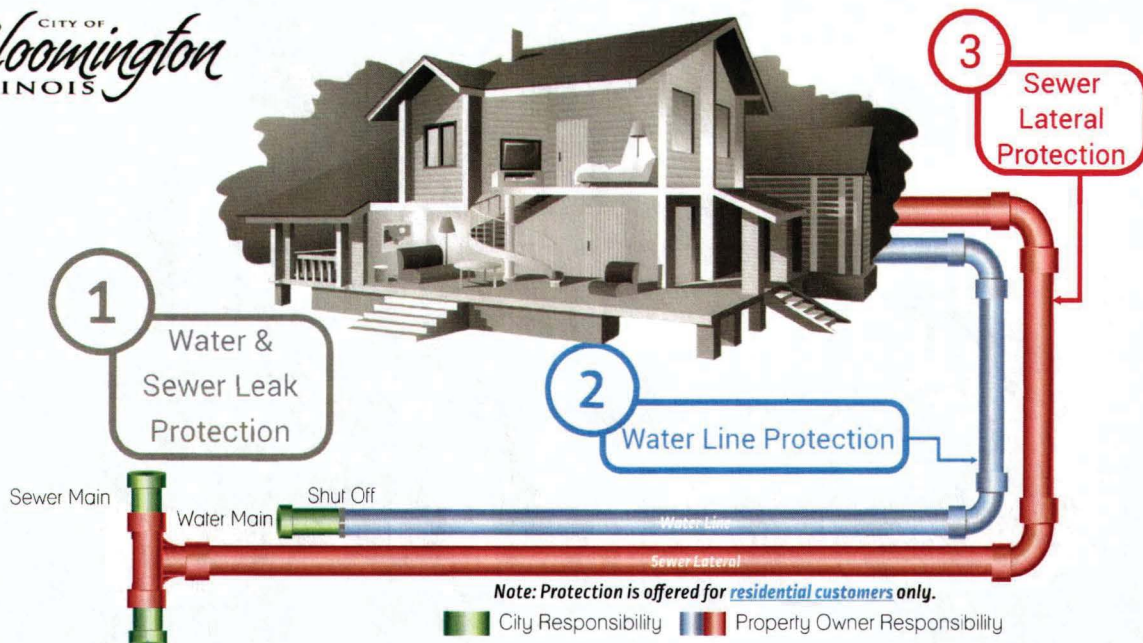
Leak Protection

As a qualifying customer, you are automatically protected by our Leak Protection Program. This is the only way **residential** leaks that occur after May 1st, 2019 will be adjusted.

Line and Lateral Protection

You can enroll in the **residential** Line and/or Lateral Protection Programs to avoid service line repair or replacement costs. There is a 30-day waiting period for those who enroll after May 1st, 2019.

City of Bloomington ServLine Begins
MAY 1ST, 2019



1 Water & Sewer Leak Protection Automatically Enrolled Residential \$1.05/Month

- ◆ Water & Sewer Leak Protection from excess water charges resulting from eligible plumbing leaks, up to \$500. No deductible.
- ◆ You can call us to decline protection, but customers must have water & sewer leak protection to receive adjustments for all qualifying leaks occurring after May 1st, 2019.
- ◆ Please refer to our leak protection policy for guidelines and qualifications for leak adjustments.

Leak Protection is required to enroll in Water Line Protection or Sewer Lateral Protection.

2 Water Line Protection Sign Up By Calling Residential \$4.84/Month

- ◆ Covers repair or necessary replacement of a cracked or broken water line up to \$10,000. No deductible. No annual limit.
- ◆ Includes public paved surfaces and \$500 for basic site restoration and \$500 for private paved surfaces like sidewalks or driveways.
- ◆ Provides Water Line Protection from the utility water curb stop to the foundation of your home.
- ◆ Does not provide protection for: water meter, water pit, water vault, pumps, valves, or back-flow assemblies.
- ◆ Contact us to request a full copy of program protections and exclusions.
- ◆ Be protected from these expensive repairs! Enrollment after May 1st, 2019 requires a 30-day waiting period.

Leak Protection is required to enroll in Water Line Protection.

3 Sewer Lateral Protection Sign Up By Calling Residential \$6.60/Month

- ◆ Covers repair or necessary replacement of a cracked or broken sewer line up to \$10,000. No deductible. No annual limit.
- ◆ Includes public paved surfaces and \$500 for basic site restoration and \$500 for private paved surfaces like sidewalks or driveways.
- ◆ Provides Sewer Lateral Protection from the utility sewer main, including the connection, to the foundation of your home.
- ◆ Contact us to request a full copy of program protections and exclusions.
- ◆ Be protected from these expensive repairs! Enrollment after May 1st, 2019 requires a 30-day waiting period.

Leak Protection is required to enroll in Sewer Lateral Protection.



CONSENT AGENDA ITEM NO. 8.K

FOR COUNCIL: March 22, 2021

SPONSOR: Economic & Community Development Department

WARD IMPACTED: Ward 6

SUBJECT: 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.

STRATEGIC PLAN LINK:

-Goal 6. Prosperous Downtown Bloomington

STRATEGIC PLAN SIGNIFICANCE:

-Objective 6e. Preservation of historic buildings

BACKGROUND: 112 E. Washington Street, the subject property, is located at the corner of Washington Street and US 51/East Street. The property was constructed in 1928, in the Art Deco Style, as the headquarters for local business State Farm Insurance. The building is twelve stories tall. Around 1947, a thirteen-story northern addition was completed in the Chicago Style. The property is located within the Downtown Bloomington National Register District and contributes to the district's significance. Further the site is located within the Route 66/Main Street viewshed. In July 2019, the Franklin Park Foundation nominated the subject property as a local landmark and requested the property be designated with the S-4 Historic Preservation District Zoning Overlay. In October 2019, Urban Equity Properties, LLC purchased the property from State Farm Insurance. The Historic Preservation Commission opened a public hearing on the nomination at their November 2019 meeting. The hearing was tabled by mutual agreement between the property owner, applicant, and the City. The item was placed on the March 2020 regular meeting agenda and notice was published in *The Pantagraph* on March 3, 2020. Notices were also mailed to the parties and property owner within 500 feet as required by City Code. The item was again tabled by mutual agreement between the property owner, applicant, and the City to a date certain to allow the parties time to collect additional information. Subsequent hearings were continued to allow time for the parties to gather information as to the historic significance of the building and as to the features that require preservation. Notice of the continued hearing was published on the Historic Preservation Commission agendas.

On December 17, 2020 the Historic Preservation Commission held a public hearing on the nomination. No one outside of the applicant and owner spoke in favor of the nomination. No one spoke against the nomination. The Commission determined the nomination to meet the criteria for local designation described in Chapter 44 Section 8-4 of the City Code. The Commission further discussed the significant features and provided recommendations for

future stewardship of the resource. The Commission prepared a report of their findings which was transmitted to the Planning Commission for review. The Preservation Commission adopted Resolution 2020-01 recommending the Planning Commission recommend City Council designate the subject property as a local landmark.

On February 24, 2021, after public notice was give, the Bloomington Planning Commission held a public hearing on the nomination request. No one outside of the applicant and the owner spoke in favor of the nomination. One person spoke against the nomination. The Planning Commission found the property to meet the criteria for designation, specifically:

1. *Its character, interest, or value as part of the development, heritage, or cultural characteristics of the City, County of McLean, State of Illinois or the United States of America (the Nation);*
2. *Its location as a site of a significant local, county, state, or national event;*
3. *Its identification with a person or persons who significantly contributed to the development of the City, County of McLean, State of Illinois, or the Nation;*
4. *Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials;*
5. *Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of the City, County of McLean, State of Illinois or the Nation;*
6. *Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant.*
7. *Its embodiment of design elements that make it structurally or architecturally innovative.*
8. *Its unique location or singular physical characteristics that make it an established or familiar visual feature;*
9. *Its character as a particularly fine or unique example of a utilitarian structure, including, but not limited to farmhouses, gas stations, or other commercial structures, with a high level of integrity or architectural significance; and*
10. *Its suitability for preservation or restoration.*

The Planning Commission passed Resolution 2021-01 recommending that City Council designate 112 E. Washington Street as a local landmark with the S-4 Historic Preservation District Zoning Overlay. The Planning Commission voted to endorse and adopt the report prepared by the Historic Preservation Commission which was transmitted to City Council for review.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this agenda item was initiated by a private entity and has progressed in cooperation with the property owner. No additional impacts on City resources are expected.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Preservation Commission held a public hearing on the nomination at the March 19, 2020 meeting. Notice of the hearing was published in *The Pantagraph* on March 3, 2020. The case was continued by mutual agreement between the City, property owner, and applicant and notice of the future meeting date was published on the Historic Preservation Commission agenda. Subsequent hearings were also tabled to a date certain to allow time for both parties to gather

information. The public hearing resumed on December 17, 2020. The applicant and owner spoke in favor of the nomination. No one spoke in opposition to the nomination. The Commission unanimously recommended approval of the nomination by vote of 4-0-1. The hearing is available for review on the City of Bloomington YouTube page at www.cityblm.org/live. The meeting materials are online at <https://www.cityblm.org/Home/ShowDocument?id=25629>.

On February 24, 2021 the Bloomington Planning Commission held a public hearing on the nomination. Notice of the hearing was published in *The Pantagraph* on Monday, February 8, 2021. Notices were mailed to the owner, applicant, and surrounding properties. The applicant and property owner spoke in favor of the nomination. One person spoke in opposition to the nomination. The Commission unanimously recommended approval of the nomination. The meeting is available on the City of Bloomington Youtube page at www.cityblm.org/live. The meeting materials are online at <https://www.cityblm.org/Home/ShowDocument?id=25904>.

FINANCIAL IMPACT: No change is expected.

COMMUNITY DEVELOPMENT IMPACT: Goal D-3 Protect Downtown's historic character and encourage appropriate new development; Objective D-31. Protect the scale and character of downtown and provide appropriate parameters for redevelopment.

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by:


Melissa Hill, Economic and Community Development Director

3/10/2021


Chris Tomertin, Budget Manager

3/12/2021

George Boyle
George Boyle, Assistant Corporation Counsel

3/16/2021


Tara Henry, Legislative Assistant

3/19/2021

Recommended by:


Tim Gleason, City Manager

Attachments:

- E&CD 2B Ordinance 112 E Washington Street S4

- E&CD 2C PC 112 E Washington Street Resolution_final.docx
- E&CD 2D Resolution No 2021-21 Signed
- E&CD 2E Minutes 02.24.21 Z-05-21

ORDINANCE NO. 2021 - _____

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

WHEREAS, a nomination was submitted to the City of Bloomington Historic Preservation Commission by the Franklin Park Foundation requesting that the property at 112 E. Washington Street, formerly the State Farm Building, legally described in Exhibit "A", attached hereto, be recognized for its historic and cultural significance with the S-4 Historic Preservation District Zoning Overlay; and,

WHEREAS, the Bloomington Historic Preservation Commission, after proper notice was given, held a public hearing on the nomination request; and,

WHEREAS, the Bloomington Historic Preservation Commission determined the nominated property meets the criteria for designation in Chapter 44 8-4B2 of the Bloomington City Code, 1960, as amended and passed Resolution 2021-01 accompanied by a report recommending the Bloomington Planning Commission find the same; and,

WHEREAS, the Bloomington Planning Commission, after proper notice was given, held a public hearing on the nomination request, and reviewed Resolution 2021-01 and report passed by the Preservation Commission as well as other testimony provided by the public; and,

WHEREAS, the Bloomington Planning Commission, determined that the nominated property meets the following criteria for consideration in Chapter 44 8-4 (B) 2 of the Bloomington City Code, 1960, as amended:

- 1. Its character, interest, or value as part of the development, heritage, or cultural characteristics of the City, County of McLean, State of Illinois or the United States of America (the Nation);*
- 2. Its location as a site of a significant local, county, state, or national event;*
- 3. Its identification with a person or persons who significantly contributed to the development of the City, County of McLean, State of Illinois, or the Nation;*
- 4. Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials;*
- 5. Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of the City, County of McLean, State of Illinois or the Nation;*
- 6. Its embodiment of elements of design, detailing, materials, or*

- craftsmanship that render it architecturally significant.*
- 7. Its embodiment of design elements that make it structurally or architecturally innovative.*
 - 8. Its unique location or singular physical characteristics that make it an established or familiar visual feature;*
 - 9. Its character as a particularly fine or unique example of a utilitarian structure, including, but not limited to farmhouses, gas stations, or other commercial structures, with a high level of integrity or architectural significance; and*
 - 10. Its suitability for preservation or restoration.*

WHEREAS, the Planning Commission has also determined that the nominated property has significant integrity of location, design, materials and workmanship and is therefore worthy of preservation or restoration; and

WHEREAS, the Planning Commission passed Resolution 2021-01 recommending City Council designate the subject property as a local landmark with the S-4 Historic Preservation District Zoning Overlay and further endorsing and adopting the report prepared by the Historic Preservation Commission; and,

WHEREAS, both the Preservation Commission and the Planning Commission determined the subject property was constructed by architects Shaeffer and Hooton, with a period of significance of 1928-1947 and architectural style to be art deco and Chicago style; and

WHEREAS, both Commissions further recommend that the future decisions regarding the building consider the following architectural criteria for review of a certificate of appropriateness:

- 1) Height:** 112 E. Washington Street is the tallest building in the Downtown Bloomington Historic District at twelve stories (south) and thirteen stories tall (north). The building's height shall be maintained and the height of any proposed alteration or construction should be compatible with the style and character of the landmark.
- 2) Exterior openings:** The ground floor was originally designed to accommodate multiple tenants. Some modifications to the ground floor entrances could be appropriate as long as the modifications fit within the original dolomite window surrounds, which must be maintained, and the original style of the building. An example might include modifying an opening to become accessible.
- 3) Proportions of windows and doors:** The existing windows are not original to the building. Window and/or doors compatible with the style and period of architecture would be appropriate. The transom windows above the south and north doors are significant features worthy of preservation. The proportions and relationships between doors and windows should be compatible with the

architectural style and character of the landmark and with surrounding structures within a historic district.

- 4) **Relationship of building masses and spaces:** The structure has a 100% lot coverage and a 13:1 floor area ratio. The building is constructed on the lot line. There is no additional room for on-site parking or landscaping. The structure is like other zero-lot line structures in Downtown; however, it is the only building over six stories located within the district. The relationship of a structure within a historic district to the open space between it and adjoining structures should be compatible.
- 5) **Roof:** The bronze patina roofs on the penthouse and southwest tower are historically significant. The roof on the second addition is flat with a decorative parapet. The existing roof line should be preserved, and modification should be avoided. If additional equipment is added to the roof, it should be set back, so it is not visible from the street. Care must be taken for roof mounted mechanical systems, so as to minimize impact of the overall appearance of the structure.
- 6) **Landscaping:** Landscaping is not a feature of this site.
- 7) **Scale:** The scale of the structure after alteration, construction, or partial demolition should be compatible with its architectural style.
- 8) **Directional expression:** All four sides of the building are prominent and visible from the street. While the west façade is less ornate than the other façades, it is significant because of the large, box-letter sign positioned on the south, west-facing tower. This façade is visible from I-74 and the original façade could be seen from Route 66. The building's primary entrances are on Washington Street (1928) and Jefferson Street (1947). The directional expression of a landmark after alteration, construction, or partial demolition should be compatible with its original architectural style and character.
- 9) **Architectural details:** Architectural details including materials, colors, and textures should be treated so as to make a landmark compatible with its original architectural style and character, and to preserve and enhance the architectural style or character of a landmark or historic district

Exterior masonry elements: The building is constructed of light brown brick and contains multiple terra cotta, gneiss and dolomite features. These elements should not be removed or altered; they should be preserved.

Sign: The original south portion of the building features illuminated red box letters, each approximately five feet tall and mounted on a scaffold. Although the original sign has been removed, the Commission determined that a future sign designed in a similar size, material, character, and scale

would be appropriate. The sign should be placed in the same location on the façade as the original. The size of the sign is significant to the historic character of the building. Additional signs to be subject to approval by the Preservation Commission on a case-by-case basis.

Decorative Neon Lighting: 112 E. Washington Street has decorative lighting on the south, east, and north façades. The lighting was originally neon but was restored to an operative condition as fluorescent lighting. The terra cotta surrounds on the façade to be of high importance and worthy of preservation. Alternative lighting technology would be appropriate as long as it maintains a similar scale and luminescence to the historic lighting.

Parking: The size and mass of the building creates physical hardship that makes providing on-site parking impossible. Preservation of the building's mass and character should take precedence over providing on-site parking.

10) Permitted Uses: The uses permitted in the underlying zoning district are appropriate and compatible with the structure's design and architectural character. All uses permitted in the underlying zoning district for this building shall be applicable.

WHEREAS, the Bloomington City Council has the power to adopt this Ordinance designating 112 E. Washington Street as a local landmark with the S-4 Historic Preservation District Zoning Overlay.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bloomington, McLean County, Illinois:

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

SECTION TWO: The subject property located at 112 E Washington Street, c. 1928-1947 Art Deco and Chicago Style, Architects Shaeffer and Hooton, legally described in Exhibit "A" is designated as a local historic landmark with the historic designation of the S-4 Historic Preservation District Zoning Overlay.

SECTION THREE: This ordinance shall be effective as of the date of passage and approval.

PASSED this 22nd of March 2021.

APPROVED this ____ of March 2021.

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

Exhibit "A"
Legal Description
112 E Washington Street
PIN: 21-04-334-007

ORIGINAL TOWN
10' ALLEY BET & ALL 43 & 48

RESOLUTION NO. 2021-01

A RESOLUTION RECOMMENDING THAT THE PROPERTY LOCATED AT 112 E WASHINGTON STREET, C. 1928-1947 ART DECO AND CHICAGO STYLE ARCHITECTES SHAEFFER AND HOOTON, BE DESIGNATED AS A LOCAL LANDMARK WITH THE S-4 HISTORIC PRESERVATION DISTRICT ZONING OVERLAY

WHEREAS, a nomination was submitted to the City of Bloomington Historic Preservation Commission by the Franklin Park Foundation requesting that the property at 112 E Washington Street, formerly the State Farm Building, legally described in Exhibit "A", attached hereto, be recognized for its historic and cultural significance with the S-4 Historic Preservation District Zoning Overlay; and

WHEREAS, the Bloomington Historic Preservation Commission, after proper notice was given, held a public hearing on the nomination request; and,

WHEREAS, the Bloomington Historic Preservation Commission determined the nominated property meets the criteria for designation in Chapter 44 8-4B2 of the Bloomington City Code, 1960, as amended and passed Resolution 2021-01 and the report represented in Exhibit "B" attached hereto, recommending the Bloomington Planning Commission find the same; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, held a public hearing on the nomination request, and reviewed Resolution 2021-01 passed by the Preservation Commission and the report prepared by the Preservation Commission, dated January 21, 2021 and attached hereto and referenced as Exhibit "B", as well as other testimony provided by the public; and,

WHEREAS, the Bloomington Planning Commission, determined that the nominated property meets the following criteria for consideration in Chapter 44 8-4 (B) 2 of the Bloomington City Code, 1960, as amended:

1. *Its character, interest, or value as part of the development, heritage, or cultural characteristics of the City, County of McLean, State of Illinois or the United States of America (the Nation);*
2. *Its location as a site of a significant local, county, state, or national event;*
3. *Its identification with a person or persons who significantly contributed to the development of the City, County of McLean, State of Illinois, or the Nation;*
4. *Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials;*
5. *Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of the City, County of McLean, State of Illinois or the Nation;*
6. *Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant.*
7. *Its embodiment of design elements that make it structurally or architecturally innovative.*

8. *Its unique location or singular physical characteristics that make it an established or familiar visual feature;*
9. *Its character as a particularly fine or unique example of a utilitarian structure, including, but not limited to farmhouses, gas stations, or other commercial structures, with a high level of integrity or architectural significance; and*
10. *Its suitability for preservation or restoration.*

WHEREAS, the Planning Commission has also determined that the nominated property has significant integrity of location, design, materials and workmanship and is therefore worthy of preservation or restoration; and

WHEREAS, the Planning Commission has the power to adopt this Resolution and the report prepared by the Preservation Commission, and to make a recommendation to the Bloomington City Council designate 112 E Washington Street as a local landmark and rezone with the S-4 Historic Preservation District Zoning Overlay.

NOW, THEREFORE, BE IT RESOLVED by the Bloomington Planning Commission of the City of Bloomington, McLean County, Illinois:

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

SECTION TWO: That the Planning Commission hereby adopt the report made by the Preservation Commission, described in Exhibit B.

SECTION Three: That it is recommended to the Bloomington City Council that the premises located at 112 E Washington Street, c. 1928-1947 Art Deco and Chicago Style, Architects Shaeffer and Hooton, legally described in Exhibit "A" be designated as a local historic landmark with the historic designation of the S-4, Historic Preservation District Zoning Overlay.

ADOPTED this 24th of February 2021.

APPROVED this 25th of February 2021.

CITY OF BLOOMINGTON, ILLINOIS

ATTEST

Megan Headean
Megan Headean, Chairperson

Katie Simpson
Katie Simpson, City Planner

Exhibit "A"
Legal Description
112 E Washington Street
PIN: 21-04-334-007

ORIGINAL TOWN
10' ALLEY BET & ALL 43 & 48

EXHIBIT "B"
CITY OF BLOOMINGTON
REPORT FOR CITY COUNCIL
PREPARED BY THE HISTORIC PRESERVATION COMMISSION
ON JANUARY 21, 2021
ENDORSED AND ADOPTED BY THE BLOOMINGTON PLANNING COMMISSION ON
FEBRUARY 24, 2021

CASE NO:	TYPE:	ADDRESS	SUBJECT:	REPORT BY:
BHP-28-19	Local designation	112 E. Washington St.	Local landmark designation and rezoning w/S4 overlay	Historic Preservation Commission and Staff

REQUEST:	A petition submitted by the Franklin Park Foundation for the local landmark nomination of 112 E. Washington Street and rezoning of the property with the S-4 Local Historic District zoning overlay.
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HPC RECOMMENDATION:	The Historic Preservation Commission finds the nomination petition for 112 E. Washington Street to meet the requirements of Chapter 44 Section 44.8-4 of the Bloomington City Code. <i>The Historic Preservation Commission recommends that the Planning Commission recommend Council adopt an ordinance nominating and rezoning the property at 112 E. Washington Street, former State Farm Building, Art Deco style, architect Schaeffer and Hooten, as a local historic landmark and protected with the S-4, Local Historic Preservation Zoning Overlay.</i>
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REQUEST: Local Landmark Designation and S-4 Historic Preservation District Zoning Overlay

GENERAL INFORMATION

Applicant: The Franklin Park Foundation Owner:
Urban Equity Properties

PROPERTY INFORMATION

Existing Zoning: D-1, Central Business District (Ord. 2019-12)

Existing Land Use: offices

Property Size: 66 X 120

PIN: 21-04-334-007

Historic District: Downtown Bloomington Historic District

Year Built: c. 1928-1947

Architectural Style: Art Deco and Chicago Style

Architect: Schaeffer and Hooten

SURROUNDING ZONING AND LAND USES

Zoning

North: D-2 Downtown Transitional District

South: D-2 Downtown Transitional District

East: D-2 Downtown Transitional District

West: D-1 Central Business District

Land Uses

North: Parking garage **South:**

Government Center **East:**

Bank

West: Bank

Analysis:

Submittals

This report is based on the following documents, which are on file with the Economic and Community Development Department.

1. Application for the S-4 Historic Zoning
2. Witness Testimony
3. Public Hearing on 12.17.20 (Minutes attached)
4. Site Photos

PROJECT DESCRIPTION:

The applicant/nominator requested that the subject property be designated a Local Historic Landmark and subsequently rezoned with the S-4 Local Historic Preservation District Zoning Overlay. The purposes behind the S-4 historic preservation district overlay are:

1. To protect, enhance and perpetuate accomplishments and improvements that reflect the City's cultural, social, economic, political and architectural history;
2. Safeguard the City's historic and cultural heritage;
3. Stabilize and improve property values;
4. Foster civic pride in the beauty and noble accomplishments of the past;
5. Protect and enhance the City's attractions to residents, home buyers, tourists, and visitors thereby supporting and promoting business, commerce and industry;
6. Strengthen the economy of the City; and
7. Promote the use of historic districts and landmarks for education, pleasure, and welfare

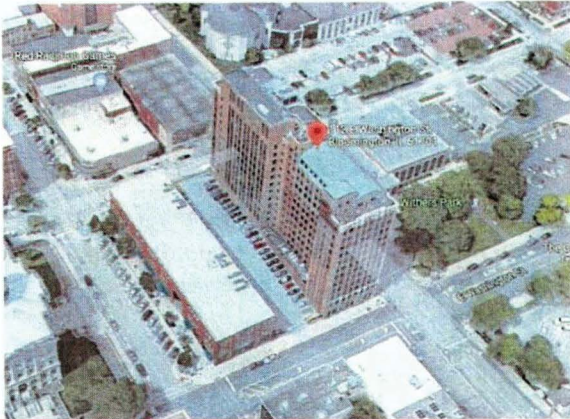
Background and Analysis: 112 E. Washington Street is located the Downtown Bloomington Historic District, which is listed as a National Register Historic District. As stated in the National

Register Nomination, "The Bloomington central business district has both historical and architectural significance. The historical significance stems from the association of the area with people and events of national, statewide and local importance. These events and people are particularly important in the fields of commerce, exploration and settlement, industry, and politics and government, but also examples from virtually every other category of significance recognized by the National Register. The architectural significance stems primarily from the survival of some 125 commercial structures from 1842 to 1942 and of entire blocks or significant portions of blocks representing all of the major structural and stylistic trends typical of commercial core areas in Illinois from 1855 to the present. The association of these buildings with each other and with other features combine to preserve an overall downtown landscape which has significance as an integral unit which is beyond that of any of its constituent structures. The area contains buildings and clusters of buildings of significant aesthetic value designed by architects of recognized merit. The district also demonstrates to a significant extent the use of local building material and the development of local building technology, typical for a land-locked Midwestern City."

The State Farm Building is listed as a contributing structure on the National Register Nomination form for Downtown Bloomington Historic District. According to the nomination, "In all the Central Business District stands as a coherent document to Bloomington's past. It is highly representative of not only the nationwide trends of thought and design which existed in the nineteenth and twentieth centuries but also of how a community using primarily its own material and intellectual resource was able to create an environment which it can claim to be uniquely its own." 112 E. Washington Street is an iconic downtown building. It is the tallest building in the Central Business District and its preservation and reuse is imperative to Bloomington's on-going preservation efforts.

The building has two additions. The first addition was constructed around 1927. It was approximately eight stories with four additional stories, including the round-bronzed patina roofed penthouse, added in 1934. The north addition was constructed in 1939 to 1940 with five additional stories added in 1945. The building is constructed with a 100% lot coverage, 13:1 floor area ratio, and zero-lot line. Both additions are steel-frame construction with light-brown brick exterior masonry. A terra cotta belt course wraps the south, east, and north façades. The façade also includes decorative terra cotta light fixtures and stone medallions and roundels. The decorative features are cast in gneiss and dolomite. The northwest and southwest façades are visible from the original Route 66 alignment, and the historic Courthouse Square.





The Preservation Commission met on December 17, 2020 to hold a public hearing on the nomination. The zoning ordinance states that the "Preservation Commission, shall upon such investigation as it deems necessary, make a determination as to whether a nominated property, structure, or area meets one (1) or more of the following criteria and also has sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation or restoration (2019-12)." After holding a public hearing on said nomination and reviewing the testimony and evidence provided, the Commission determined the subject property to comply with all of the preservation criteria (listed below):

FINDINGS OF FACT:

1. *Its character, interest, or value as part of the development, heritage, or cultural characteristics of the City, County of McLean, State of Illinois or the United States of America (the Nation);*
2. *Its location as a site of a significant local, county, state, or national event;*
3. *Its identification with a person or persons who significantly contributed to the development of the City, County of McLean, State of Illinois, or the Nation;*
4. *Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials;*
5. *Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of the City, County of McLean, State of Illinois or the Nation;*
6. *Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant;*

- 7. Its embodiment of design elements that make it structurally or architecturally innovative;*
- 8. Its unique location or singular physical characteristics that make it an established or familiar visual feature;*
- 9. Its character as a particularly fine or unique example of a utilitarian structure, including, but not limited to farmhouses, gas stations, or other commercial structures, with a high level of integrity or architectural significance; and/or*
- 10. Its suitability for preservation or restoration.*

The S-4 Local Historic Preservation District is guided by Chapter 8 of the Zoning Ordinance. The District encourages the preservation of districts and landmarks. Upon identifying a resource's historic significance, the City Council must adopt a designating ordinance. The designating ordinance, in addition to the underlying zoning, guides stewardship of the resource. For example, the designating ordinance can identify features such as lot size and setbacks that would be reviewed and considered during future certificate of appropriateness and variance proceedings.

The Preservation Commission recommends that the future decisions regarding the building consider the following architectural criteria for review of a certificate of appropriateness:

- (1) Height.** 112 E. Washington Street is the tallest building in the Downtown Bloomington Historic District at twelve stories (south) and thirteen stories tall (north). The building's height shall be maintained and the height of any proposed alteration or construction should be compatible with the style and character of the landmark.
- (2) Exterior openings:** The Commission determined that the ground floor was originally designed to accommodate multiple tenants. The Commission concluded that permitting some modifications to the ground floor entrances could be appropriate as long as the modifications fit within the original dolomite window surrounds, which must be maintained, and the original style of the building. An example might include modifying an opening to become accessible.
- (3) Proportions of windows and doors.** The Commission concluded the existing windows are not original to the building. The Commission determined window and/or doors compatible with the style and period of architecture would be appropriate. The Commission determined the transom windows above the south and north doors are significant features worthy of preservation. The proportions and relationships between doors and windows should be compatible with the architectural style and character of the landmark and with surrounding structures within a historic district;
- (4) Relationship of building masses and spaces.** The structure has a 100% lot coverage and a 13:1 floor area ratio. The building is constructed on the lot line. There is no

additional room for on-site parking or landscaping. The structure is like other zero-lot line structures in Downtown; however, it is the only building over six stories located within the district. The relationship of a structure within a historic district to the open space between it and adjoining structures should be compatible.

- (5) **Roof.** The Commission noted the historic significance of the bronze patina roof on the penthouse as well as southwest tower. The roof on the second addition is flat with a decorative parapet. The existing roof line should be preserved, and modification should be avoided. If additional equipment is added to the roof, it should be set back, so it is not visible from the street. Care must be taken for roof mounted mechanical systems, so as to minimize impact of the overall appearance of the structure.
- (6) **Landscaping.** Landscaping is not a feature of this site.
- (7) **Scale.** The scale of the structure after alteration, construction, or partial demolition should be compatible with its architectural style.
- (8) **Directional expression.** All four sides of the building are prominent and visible from the street. While the west façade is less ornate than the other façades, it is significant because of the large, box-letter sign positioned on the south, west-facing tower. This façade is visible from I-74 and the original façade could be seen from Route 66. The building's primary entrances are on Washington Street (1928) and Jefferson Street (1947). The directional expression of a landmark after alteration, construction, or partial demolition should be compatible with its original architectural style and character.
- (9) **Architectural details.** Architectural details including materials, colors, and textures should be treated so as to make a landmark compatible with its original architectural style and character, and to preserve and enhance the architectural style or character of a landmark or historic district

Exterior masonry elements: The building is constructed of light brown brick and contains multiple terra cotta, gneiss and dolomite features. These elements should not be removed or altered; they should be preserved.

Sign: The original south portion of the building features illuminated red box letters, each approximately five feet tall and mounted on a scaffold. Although the original sign has been removed, the Commission determined that a future sign designed in a similar size, material, character, and scale would be appropriate. The sign should be placed in the same location on the façade as the original. The size of the sign is significant to the historic character of the building. Additional signs to be subject to approval by the Preservation Commission on a case-by-case basis.

Decorative Neon Lighting: 112 E Washington Street has decorative lighting on the south, east, and north façades. The lighting was originally neon but

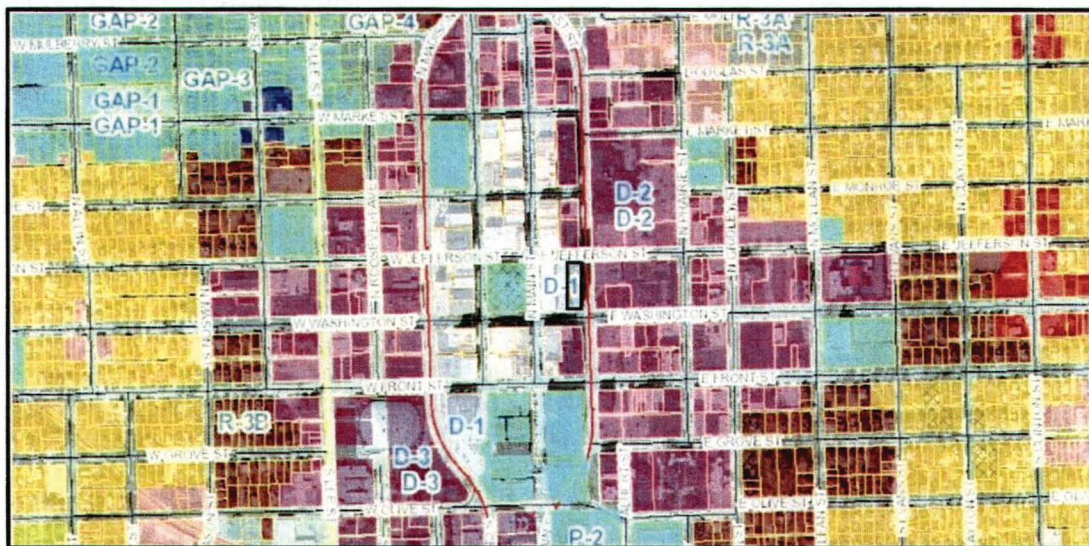
was restored to an operative condition as fluorescent lighting. The Commission determined the terra cotta surrounds on the façade to be of high importance and worthy of preservation. The Commission suggested that alternative lighting technology would be appropriate as long as it maintains a similar scale and luminescence to the historic lighting.

Parking: The size and mass of the building creates physical hardship that makes providing on-site parking impossible. Preservation of the building's mass and character should take precedence over providing on-site parking.

- (10) **Permitted Uses:** The Historic Preservation Commission finds that the uses permitted in the underlying zoning district are appropriate and compatible with the structure's design and architectural character. The Commission recommends allowing all uses permitted in the underlying zoning district for this building.

Additional supporting documentation can be found in the Historic Preservation Packet from the December 17, 2020 meeting, available online at <https://www.cityblm.org/Home/ShowDocument?id=25629>.

The December 17, 2020 public hearing is also available online at www.cityblm.org/live



RESOLUTION NO. 2021-01

A RESOLUTION RECOMMENDING THAT THE PROPERTY LOCATED AT 112 E WASHINGTON STREET BE NOMINATED AS A LOCAL LANDMARK AND REZONED WITH THE S-4 HISTORIC PRESERVATION DISTRICT ZONING OVERLAY

WHEREAS, a nomination was submitted to the City of Bloomington Historic Preservation Commission by the Franklin Park Foundation requesting that the property at 112 E Washington Street, formerly the State Farm Building, legally described in Exhibit "A", attached hereto, be recognized for its historic and cultural significance with the S-4 Historic Preservation District Zoning Overlay; and

WHEREAS, the Historic Preservation Commission determined that the nominated property meets the following criteria for consideration in Chapter 44 8-4 (B) 2 of the Bloomington City Code, 1960, as amended:

- 1. Its character, interest, or value as part of the development, heritage, or cultural characteristics of the City, County of McLean, State of Illinois or the United States of America (the Nation);*
- 2. Its location as a site of a significant local, county, state, or national event;*
- 3. Its identification with a person or persons who significantly contributed to the development of the City, County of McLean, State of Illinois, or the Nation;*
- 4. Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials;*
- 5. Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of the City, County of McLean, State of Illinois or the Nation;*
- 6. Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant;*
- 7. Its embodiment of design elements that make it structurally or architecturally innovative;*
- 8. Its unique location or singular physical characteristics that make it an established or familiar visual feature;*

9. Its character as a particularly fine or unique example of a utilitarian structure, including, but not limited to farmhouses, gas stations, or other commercial structures, with a high level of integrity or architectural significance; and

10. Its suitability for preservation or restoration.

WHEREAS, the Historic Preservation Commission has also determined that the nominated property has significant integrity of location, design, materials and workmanship and is therefore worthy of preservation or restoration; and

WHEREAS, the Historic Preservation Commission has the power to adopt this resolution and make a recommendation to the Bloomington Planning Commission represented in the report attached to this resolution and hereby referred to as Exhibit B.

NOW, THEREFORE, BE IT RESOLVED by the Historic Preservation Commission of the City of Bloomington, McLean County, Illinois:

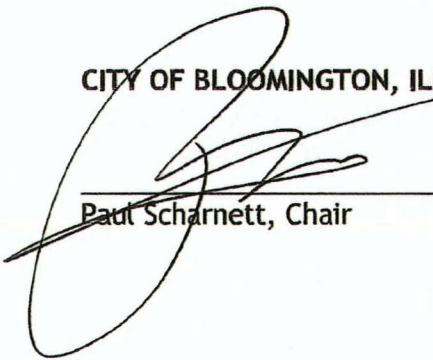
SECTION ONE: That it is recommended to the Bloomington Planning Commission that the premises located at 112 E Washington Street legally described in Exhibit "A" be designated as a local historic landmark and rezoned to have the historic designation of the S-4, Historic Preservation District Zoning Overlay.

ADOPTED this 21st of January 2021.

APPROVED this 25th of January 2021.

CITY OF BLOOMINGTON, ILLINOIS

ATTEST


Paul Scharnett, Chair

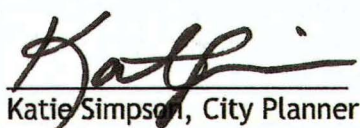

Katie Simpson, City Planner

Exhibit A
Legal Description

ORIGINAL TOWN
10' ALLEY BET & ALL 43 & 48

Prepared 1.21.21
Exhibit B--REPORT

CITY OF BLOOMINGTON
REPORT FOR THE BLOOMINGTON PLANNING COMMISSION
PREPARED BY THE HISTORIC PRESERVATION COMMISSION
JANUARY 21, 2021

CASE NO:	TYPE:	ADDRESS	SUBJECT:	REPORT BY:
BHP-28-19	Local designation	112 E. Washington St.	Local landmark designation and rezoning w/S4 overlay	Historic Preservation Commission and Staff

REQUEST:

A petition submitted by the Franklin Park Foundation for the local landmark nomination of 112 E. Washington Street and rezoning of the property with the S-4 Local Historic District zoning overlay.

**HPC
RECOMMENDATION:**

The Historic Preservation Commission finds the nomination petition for 112 E. Washington Street to **meet** the requirements of Chapter 44 Section 44.8-4 of the Bloomington City Code. *The Historic Preservation Commission recommends that the Planning Commission recommend Council adopt an ordinance nominating and rezoning the property at 112 E. Washington Street, former State Farm Building, Art Deco style, architect Schaeffer and Hooten, as a local historic landmark and protected with the S-4, Local Historic Preservation Zoning Overlay.*



Prepared 1.21.21
Exhibit B--REPORT

REQUEST: Local Landmark Designation and S-4 Historic Preservation District Zoning Overlay

GENERAL INFORMATION

Applicant: The Franklin Park Foundation
Owner: Urban Equity Properties

PROPERTY INFORMATION

Existing Zoning: D-1, Central Business District (Ord. 2019-12)
Existing Land Use: offices
Property Size: 66 X 120
PIN: 21-04-334-007

Historic District: Downtown Bloomington Historic District
Year Built: c. 1928-1947
Architectural Style: Art Deco and Chicago Style
Architect: Schaeffer and Hooten

SURROUNDING ZONING AND LAND USES

Zoning

North: D-2 Downtown Transitional District
South: D-2 Downtown Transitional District
East: D-2 Downtown Transitional District
West: D-1 Central Business District

Land Uses

North: Parking garage
South: Government Center
East: Bank
West: Bank

Analysis:

Submittals

This report is based on the following documents, which are on file with the Economic and Community Development Department.

1. Application for the S-4 Historic Zoning
2. Witness Testimony
3. Public Hearing on 12.17.20 (Minutes attached)
4. Site Photos

PROJECT DESCRIPTION:

The applicant/nominator requested that the subject property be designated a Local Historic Landmark and subsequently rezoned with the S-4 Local Historic Preservation District Zoning Overlay. The purposes behind the S-4 historic preservation district overlay are:

1. To protect, enhance and perpetuate accomplishments and improvements that reflect the City's cultural, social, economic, political and architectural history;
2. Safeguard the City's historic and cultural heritage;
3. Stabilize and improve property values;
4. Foster civic pride in the beauty and noble accomplishments of the past;
5. Protect and enhance the City's attractions to residents, home buyers, tourists, and visitors thereby supporting and promoting business, commerce and industry;
6. Strengthen the economy of the City; and
7. Promote the use of historic districts and landmarks for education, pleasure, and welfare

Background and Analysis: 112 E. Washington Street is located the Downtown Bloomington Historic District, which is listed as a National Register Historic District. As stated in the National

Prepared 1.21.21
Exhibit B--REPORT

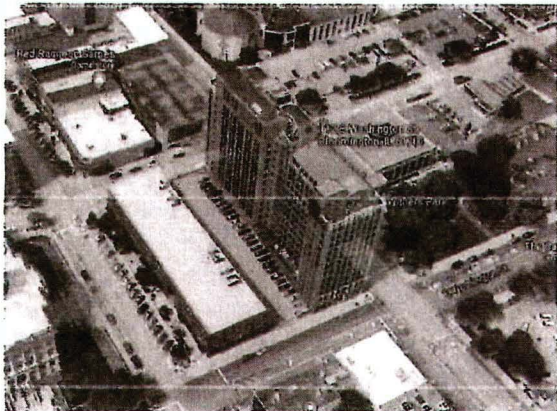
Register Nomination, "The Bloomington central business district has both historical and architectural significance. The historical significance stems from the association of the area with people and events of national, statewide and local importance. These events and people are particularly important in the fields of commerce, exploration and settlement, industry, and politics and government, but also examples from virtually every other category of significance recognized by the National Register. The architectural significance stems primarily from the survival of some 125 commercial structures from 1842 to 1942 and of entire blocks or significant portions of blocks representing all of the major structural and stylistic trends typical of commercial core areas in Illinois from 1855 to the present. The association of these buildings with each other and with other features combine to preserve an overall downtown landscape which has significance as an integral unit which is beyond that of any of its constituent structures. The area contains buildings and clusters of buildings of significant aesthetic value designed by architects of recognized merit. The district also demonstrates to a significant extent the use of local building material and the development of local building technology, typical for a land-locked Midwestern City."

The State Farm Building is listed as a contributing structure on the National Register Nomination form for Downtown Bloomington Historic District. According to the nomination, "In all the Central Business District stands as a coherent document to Bloomington's past. It is highly representative of not only the nationwide trends of thought and design which existed in the nineteenth and twentieth centuries but also of how a community using primarily its own material and intellectual resource was able to create an environment which it can claim to be uniquely its own." 112 E. Washington Street is an iconic downtown building. It is the tallest building in the Central Business District and its preservation and reuse is imperative to Bloomington's on-going preservation efforts.

The building has two additions. The first addition was constructed around 1927. It was approximately eight stories with four additional stories, including the round-bronzed patina roofed penthouse, added in 1934. The north addition was constructed in 1939 to 1940 with five additional stories added in 1945. The building is constructed with a 100% lot coverage, 13:1 floor area ratio, and zero-lot line. Both additions are steel-frame construction with light-brown brick exterior masonry. A terra cotta belt course wraps the south, east, and north façades. The façade also includes decorative terra cotta light fixtures and stone medallions and roundels. The decorative features are cast in gneiss and dolomite. The northwest and southwest façades are visible from the original Route 66 alignment, and the historic Courthouse Square.



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Exhibit B--REPORT



The Preservation Commission met on December 17, 2020 to hold a public hearing on the nomination. The zoning ordinance states that the "Preservation Commission, shall upon such investigation as it deems necessary, make a determination as to whether a nominated property, structure, or area meets one (1) or more of the following criteria and also has sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation or restoration (2019-12)." After holding a public hearing on said nomination and reviewing the testimony and evidence provided, the Commission determined the subject property to comply with all of the preservation criteria (listed below):

FINDINGS OF FACT:

- 1. Its character, interest, or value as part of the development, heritage, or cultural characteristics of the City, County of McLean, State of Illinois or the United States of America (the Nation);***
- 2. Its location as a site of a significant local, county, state, or national event;***
- 3. Its identification with a person or persons who significantly contributed to the development of the City, County of McLean, State of Illinois, or the Nation;***
- 4. Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials;***
- 5. Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of the City, County of McLean, State of Illinois or the Nation;***
- 6. Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant;***
- 7. Its embodiment of design elements that make it structurally or architecturally innovative;***

8. *Its unique location or singular physical characteristics that make it an established or familiar visual feature;*

9. *Its character as a particularly fine or unique example of a utilitarian structure, including, but not limited to farmhouses, gas stations, or other commercial structures, with a high level of integrity or architectural significance; and/or*

10. *Its suitability for preservation or restoration.*

The S-4 Local Historic Preservation District is guided by Chapter 8 of the Zoning Ordinance. The District encourages the preservation of districts and landmarks. Upon identifying a resource's historic significance, the City Council must adopt a designating ordinance. The designating ordinance, in addition to the underlying zoning, guides stewardship of the resource. For example, the designating ordinance can identify features such as lot size and setbacks that would be reviewed and considered during future certificate of appropriateness and variance proceedings.

The Preservation Commission recommends that the future decisions regarding the building consider the following architectural criteria for review of a certificate of appropriateness:

(1) Height. 112 E. Washington Street is the tallest building in the Downtown Bloomington Historic District at twelve stories (south) and thirteen stories tall (north). The building's height shall be maintained and the height of any proposed alteration or construction should be compatible with the style and character of the landmark.

(2) Exterior openings: The Commission determined that the ground floor was originally designed to accommodate multiple tenants. The Commission concluded that permitting some modifications to the ground floor entrances could be appropriate as long as the modifications fit within the original dolomite window surrounds, which must be maintained, and the original style of the building. An example might include modifying an opening to become accessible.

(3) Proportions of windows and doors. The Commission concluded the existing windows are not original to the building. The Commission determined window and/or doors compatible with the style and period of architecture would be appropriate. The Commission determined the transom windows above the south and north doors are significant features worthy of preservation. The proportions and relationships between doors and windows should be compatible with the architectural style and character of the landmark and with surrounding structures within a historic district;

(4) Relationship of building masses and spaces. The structure has a 100% lot coverage and a 13:1 floor area ratio. The building is constructed on the lot line. There is no additional room for on-site parking or landscaping. The structure is like other zero-lot line structures in Downtown; however, it is the only building over six stories located within the district. The relationship of a structure within a historic district to the open space between it and adjoining structures should be compatible.

Prepared 1.21.21
Exhibit B--REPORT

(5) Roof. The Commission noted the historic significance of the bronze patina roof on the penthouse as well as southwest tower. The roof on the second addition is flat with a decorative parapet. The existing roof line should be preserved, and modification should be avoided. If additional equipment is added to the roof, it should be set back, so it is not visible from the street. Care must be taken for roof mounted mechanical systems, so as to minimize impact of the overall appearance of the structure.

(6) Landscaping. Landscaping is not a feature of this site.

(7) Scale. The scale of the structure after alteration, construction, or partial demolition should be compatible with its architectural style.

(8) Directional expression. All four sides of the building are prominent and visible from the street. While the west façade is less ornate than the other façades, it is significant because of the large, box-letter sign positioned on the south, west-facing tower. This façade is visible from I-74 and the original façade could be seen from Route 66. The building's primary entrances are on Washington Street (1928) and Jefferson Street (1947). The directional expression of a landmark after alteration, construction, or partial demolition should be compatible with its original architectural style and character.

(9) Architectural details. Architectural details including materials, colors, and textures should be treated so as to make a landmark compatible with its original architectural style and character, and to preserve and enhance the architectural style or character of a landmark or historic district

Exterior masonry elements: The building is constructed of light brown brick and contains multiple terra cotta, gneiss and dolomite features. These elements should not be removed or altered; they should be preserved.

Sign: The original south portion of the building features illuminated red box letters, each approximately five feet tall and mounted on a scaffold. Although the original sign has been removed, the Commission determined that a future sign designed in a similar size, material, character, and scale would be appropriate. The sign should be placed in the same location on the façade as the original. The size of the sign is significant to the historic character of the building. Additional signs to be subject to approval by the Preservation Commission on a case-by-case basis.

Decorative Neon Lighting: 112 E Washington Street has decorative lighting on the south, east, and north façades. The lighting was originally neon but was restored to an operative condition as fluorescent lighting. The Commission determined the terra cotta surrounds on the façade to be of high importance and worthy of preservation. The Commission suggested that alternative lighting technology would be appropriate as long as it maintains a similar scale and luminescence to the historic lighting.

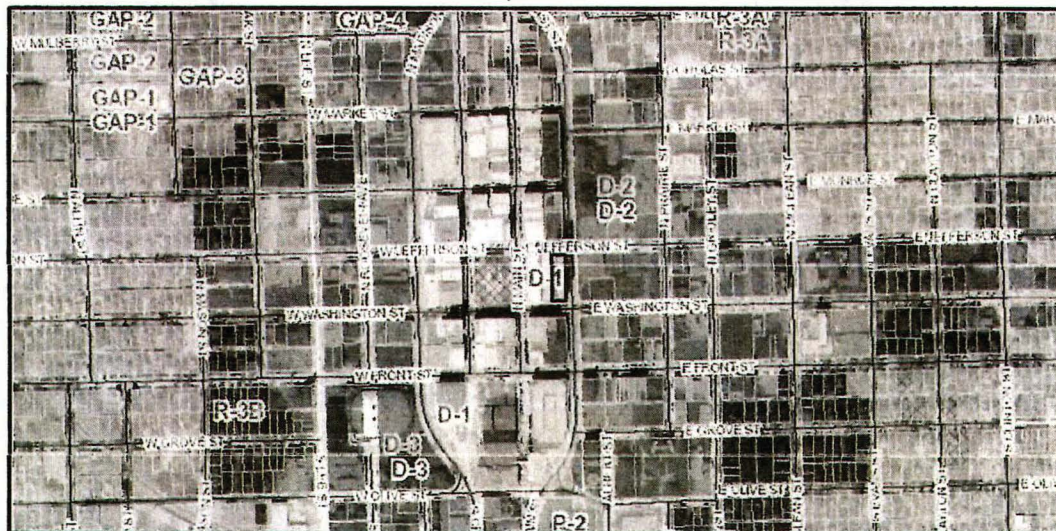
Prepared 1.21.21
Exhibit B--REPORT

Parking: The size and mass of the building creates physical hardship that makes providing on-site parking impossible. Preservation of the building's mass and character should take precedence over providing on-site parking.

(10) Permitted Uses: The Historic Preservation Commission finds that the uses permitted in the underlying zoning district are appropriate and compatible with the structure's design and architectural character. The Commission recommends allowing all uses permitted in the underlying zoning district for this building.

Additional supporting documentation can be found in the Historic Preservation Packet from the December 17, 2020 meeting, available online at <https://www.cityblm.org/Home/ShowDocument?id=25629>.

The December 17, 2020 public hearing is also available online at www.cityblm.org/live



A. Z-05-21 Public hearing, review and action on Resolution approving a S-4 Local Historic Preservation District (Ch. 44-804) nomination application submitted by Franklin Park Foundation (317 E Chestnut Street) for property at 112 E. Washington Street, Bloomington, IL (PIN: 21-04- 334-007) owned by Urban Equity Properties, LLC (401 E. State St. 4th Floor, Rockford, IL) to establish a S-4 Local Historic Preservation District over the Subject Property (Ward 6)

Chairperson Headean introduced the case and called for the staff report. Ms. Simpson stated that staff would be recommending in favor of the historic designation. She explained that the process initially began in 2019 and that while the Historic Preservation Commission voted to approve of the designation, Planning Commission's endorsement is needed as well.

Ms. Simpson provided a brief overview of the building's history and zoning and use context, highlighting features of the building found to be historically significant. She mentioned that the Historic Preservation Commission found that each of the ten criteria qualifying the structure for historic designation were met, but that only one criterion needs to be met in order to qualify.

Ms. Montney asked what if any impact is anticipated to the properties owners who were notified of the designation. Ms. Simpson explained that notification of surrounding property owners and residence is required by the Zoning Ordinance and that no impact is necessarily anticipated.

Mr. Boyd asked whether there have been any previous examples of a petition for historic designation not put forward by the property owner. Ms. Simpson stated that this has not been the case at least in the last five years.

Mr. Stanczak asked what the process of removing the historic overlay would entail. Ms. Simpson explained that it would follow roughly the same process as nominating the structure.

Mr. Jim Pearson was sworn in for testimony. He stated his opposition to the historic designation on the basis of the fact that the exterior of the building cannot be altered, that it may be difficult to sell the building or change its use to residential, and that the Franklin Park Foundation does not appear to have any stake in the City of Bloomington according to his research.

Mr. Jeff Orduno, representative of the owner, was sworn in. He stated that his company owns several historically-designated buildings and that the State Farm building's eligibility is undeniable. He conceded that Mr. Pearson raised important points regarding the building's future marketability, but that he is optimistic any issues that may arise can be resolved between the owner and the Historic Preservation Commission.

Responding to Mr. Pearson, Mr. Boyle pointed out that the Franklin Park Foundation listed an address in Bloomington. He also mentioned that there is no residency requirement for historic nomination. Mr. Pearson restated his points.

Chairperson Headean proposed a four-minute recess in order to attempt to resolve technological issues. The meeting resumed at 4:53 PM.

Mr. Tim Maurer, the applicant, was sworn in for testimony. He clarified that the Franklin Park Foundation is located in Bloomington and oriented toward preserving historic buildings, and that there is precedent for historic designation petitions to be put forward by someone other than the property owner.

The public comment section was closed. Ms. Montney stated that the first or second criteria would be suitable grounds for nomination due to its probable broad appeal. Mr. Boyd motioned to find that all ten criteria were met. Mr. Muehleck seconded. Roll call vote: Mr. Stanczak - Yes, Mr. Danenburger - Yes, Mr. Boyd - Yes, Mr. Muehleck - Yes, Mr. Mohr - Yes, Ms. Montney - Yes, Ms. McCann - Yes, Chairperson Headean - Yes. The motion carried (8-0-0).

Mr. Boyd motioned to adopt the report prepared by the Historic Preservation Commission. Somebody seconded. Mr. Stanczak and Mr. Boyd expressed their willingness to vote in favor of the designation due to the owner's testimony and involvement in the process. Roll call vote: Mr. Stanczak - Yes, Mr. Danenburger - Yes, Mr. Boyd - Yes, Mr. Muehleck - Yes, Mr. Krieger - Abstain, Mr. Mohr - Yes, Ms. Montney - Yes, Ms. McCann - Yes, Chairperson Headean - Yes. The motion carried (8-0-1).



CONSENT AGENDA ITEM NO. 8.L

FOR COUNCIL: March 22, 2021

SPONSOR: Economic & Community Development Department

WARD IMPACTED: Ward 3

SUBJECT: 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.

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 south of General Electric Road, north of Pamela Drive, and west of Towanda Barnes Road. The subject property is collectively 6.06 acres located within the Hawthorne Commercial Subdivision and zoned B-1 General Commercial District. The subdivision is improved with utilities and infrastructure. The infrastructure is sized for commercial or higher density residential uses. The property owner is petitioning to rezone 2.95 acres of the property to R-2, Mixed Residence District and 3.11 acres to R-3A Multi-family Residential District. The property owner stated that he intends to improve the site with single-family attached housing, allowed by special use in the R-2 District and allowed by right in the R-3A District. This housing product would mirror the townhomes approved by City Council in 2018 and located north of the subject property.

The tract of land for the proposed R-2 District abuts adjacent R-2 and is located on the east and west sides of Woodbine Road. The tract of land proposed as R-3A is located on the west side of Leslie Drive. The proposed R-3A District serves as a transition between the existing and proposed R-2 Districts and the B-1 Districts on the east side of Leslie Drive by Towanda Barnes Road. In addition to permitting attached-single family housing, the R-3A District allows for residential uses ranging from single-family to multi-family, and some less intense commercial uses like day care centers.

The Planning Commission held a public hearing on the petition in December 2020. In addition to the applicant, one person spoke in favor of the petition; one person spoke in opposition. Staff received several emails expressing concerns about density, greenspace, traffic and property values. These were distributed to the Commission and to the applicant. The authors of the emails were not present at the meeting, however, the applicant was asked to

address the concerns raised. The minutes from the meeting are attached to this memo. The petition came before the City Council on January 25, 2021. Council desired more public input and remanded the petition to the Planning Commission for a second public hearing.

On February 24, 2021 the Planning Commission held a second public hearing on the petition. One person, an addition to the applicant, spoke in favor of the petition; no one spoke in opposition. Staff also received two emails in support of the petition and five emails against the petition. These emails were distributed to the Commission and the applicant. The applicant was asked to address the concerns raised in the emails. The packet and meeting information is online at <https://www.cityblm.org/Home/ShowDocument?id=25904>. A recording of the meeting is available online at www.cityblm.org/live. The Commission found the map amendment to be in the public interest and recommended approval of the petition to rezone both tracts of land. The Commission voted 8-0-0 to recommend in favor of the map amendment from B-1 to R-2, and 6-1-1 to recommend in favor of the map amendment from B-1 to R-3A. The Commission concluded that the uses permitted in the existing B-1 District will have more of a negative impact on the adjacent single family homes than the uses permitted in the R-2 and R-3A Districts.

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 develop an existing site.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Bloomington Planning Commission held a public hearing on the petition on February 24, 2021. Notice of the hearing was published in *The Pantagraph* on Monday, February 8, 2021. Courtesy notices were mailed to property owners within 500 feet of the subject property and a large metal sign was placed on the property. The hearing was livestreamed and the recording is available online at www.cityblm.org/live. No one spoke against the petition, and one person, in addition to the applicant, spoke in favor of the petition. Staff received two emails in support of the petition and four emails against the petition. The Planning Commission found approval of the map amendment from B-1 to R-2 to be in the best interest of the city and unanimously recommended in favor of the petition by vote of 8-0-0. The Planning Commission further found approval of the map amendment from B-1 to R-3A to be in the best interest of the city and recommended in favor of the petition by vote of 6-1-1.

FINANCIAL IMPACT: The proposed map amendment would facilitate infill redevelopment of residential units. The units could result in additional property tax revenues for the city.

COMMUNITY DEVELOPMENT IMPACT: The Comprehensive Plan's Future Land Use map identifies the subject properties as "Employment Centers," adjacent to low- and medium-density residential areas as well as to an "emerging" commercial activity center. The Land Use Priorities map lists the properties as Tier- 1, or vacant and under-utilized land for infill development or redevelopment. Further, the subject property is located within the Stable Area, as identified in Figure 4.1 of the Comprehensive Plan. The Plan suggests identifying opportunities to gradually transition the low-density residential developments in the Stable Areas into mixed use, walkable neighborhoods that appeal to all residents (N-1.4).

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by:


Melissa Hall, Economic and Community Development Director

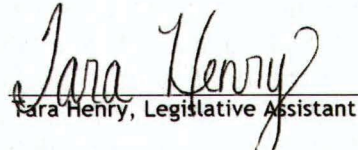
3/10/2021


Chris Tomertin, Budget Manager

3/12/2021

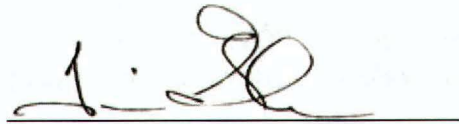
George Boyle
George Boyle, Assistant Corporation Counsel

3/16/2021


Tara Henry, Legislative Assistant

3/19/2021

Recommended by:


Tim Gleason, City Manager

Attachments:

- E&CD 3B Ordinance Z-28-20
- E&CD 3C Minutes 02.24.21 Z.28.20
- E&CD 3D Z-28-20 FINAL Minutes 12.9.20

ORDINANCE NO. 2021 - _____

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 RESIDENCE DISTRICT (TRACT 2, 3.11 ACRES)

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 collectively described as six and six-hundredths acres south of General Electric Road and West of Towanda Barnes Road in the Hawthorne Commercial Subdivision (a portion of PINs: 15-31-278-003; 15-31-276-026; 15-31-279-006), 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 requests the rezoning of Tract 1, 2.95 acres, described in Exhibit "A" from B-1 General Commercial District to R-2, Mixed Residence District and Tract 2, 3.11 acres, described in Exhibit "A" from B-1 General Commercial District to R-3A, Multiple-Family Residential District; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted public hearings on said petition and adopted findings of fact on the same; and

WHEREAS, the Bloomington Planning Commission found the petition to be in the public interest and not solely for the benefit of the applicant and to comply with the findings of fact guided by those purposes, 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 amend 2.95 acres in Tract 1 to R-2 Mixed Residence District and 3.11 acres in Tract 2 to R-3A Multiple-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 petition requesting to rezone the property commonly described in Exhibit "A" as Tract 1, 2.95 acres, located within the Hawthorne Commercial Subdivision, from B-1 General Commercial District to R-2 Mixed Residence District is hereby approved.
3. That the petition requesting to rezone the property commonly described in Exhibit "A" as Tract 2, 3.11 acres, located within the Hawthorne Commercial Subdivision, from B-1 General Commercial District to R-3A Multi-family Residence District is hereby approved.
4. That this Ordinance shall be in full force and effective as the date of its passage and approval.

Passed this 22nd day of March 2021.

Approved on this _____ day of March 2021.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Legal Description

Property collectively described as six and six-hundredths acres south of General Electric Road and west of Towanda Barnes Road in the Hawthorne Commercial Subdivision (a portion of PINs: 15-31-278-003; 15-31-276-026; 15-31-279-006)

Tract 1, R-2 Rezoning:

A part of the NE1/4 of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, City of Bloomington, Mclean County, Illinois, more particularly described as follows: Beginning at the southwest corner of Lot 21 in the Thirteenth Addition to Hawthorne Commercial Subdivision, according to the Plat thereof recorded as Document No. 2018-7743 in the Mclean County Recorder of Deeds Office, being on the east line of Sapphire Lake Subdivision according to the Plat thereof recorded as Document No. 2002-07481 in said recorder's office; thence N.90°-00'-00"E. 150.00 feet to the west right of way line of Woodbine Road as dedicated with Resolution No. 2007-99, recorded as Document No. 2007-29742 in said recorder's office; thence S.00°-00'-00"E.

184.76 feet on said west right of way line to the westerly extension of the south line of Lot 20 in Twelfth Addition to Hawthorne Commercial Subdivision recorded as Document No. 2015-16156 in said recorder's office; thence N.90°-00'-00"E.

190.00 feet on said westerly extension and the south line of said Lot 20; thence S.00°-00'-00"E. 319.00 feet; thence N.90°-00'-00"W. 190.00 feet to the west right of way line of said Woodbine Road; thence S.00°-00'-00"E. 96.24 feet on said west right of way line; thence N.90°-00'-00"W. 150.00 feet to the east line of First Addition to Sapphire Lake Subdivision according to the Plat thereof recorded as Document No. 2003-29381 in said recorder's office; thence N.00°-00'-00"E.

600.00 feet to the Point of Beginning, EXCEPT the Woodbine Road right of way dedicated with said Resolution No. 2007-99.

Said Tract 1 contains 2.95 acres, more or less, with assumed bearings given for description purposes only.

Tract 2, R-3A Rezoning:

A part of the NE1/4 of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, City of Bloomington, Mclean County, Illinois, more particularly described as follows: Commencing at the southwest corner of Lot 20 in the Twelfth Addition to Hawthorne Commercial Subdivision, according to the Plat thereof recorded as Document No. 2015-16156 in the Mclean County Recorder of Deeds Office; thence N.90°-00'-00"E. 425.00 feet on the south line of said Lot 20 to the west right of way line of Leslie Drive as dedicated with Resolution No. 2007-99, recorded as Document No. 2007-29742 in said recorder's office; thence S.00°-00'-00"E. 319.00 feet on said west right of way line; thence N.90°-00'-00"W. 425.00 feet; thence N.00°-00'-00"E. 319.00 feet to the Point of Beginning, containing 3.11 acres, more or less, with assumed bearings given for description purposes only.

B. Z-28-20 Public hearing, review and action on a petition Submitted by Property owner Terra, LLC (1904 Longwood Lane, Bloomington, IL 61704) requesting: 1). Rezone Tract 1 located west of Woodbine Rd, north of Pamela Dr, and east of Leslie Dr (2.95 acres) from B-1- General Commercial District to R-2 Mixed Residence District; and 2). Rezone Tract 2 located north of Pamela Dr, east of Woodbine Rd and west of Leslie Dr (3.11 acres), from B-1 - General Commercial District to R-3A - Multiple-Family Residence District (Ward 3). **This item was remanded to Planning Commission from City Council on January 25, 2021.**

Ms. Kelly reviewed the specifics of the proposed rezoning as well as the site design standards for single-family attached and multi-family structures in the R-2 and R-3A Districts.

Mr. Rathnakumar Ramachandran was sworn in for testimony in favor of petition. He mentioned that he owns the as yet unpurchased townhomes and stated that many of the concerns related to the proposed R-3A rezoning are reflections of concerns pertaining to the unassociated developments on Ekstam Drive.

Ms. Montney asked why the R-3A zoning is being sought if the plan is to build townhomes on that parcel. Mr. Ramachandran explained that the townhomes are not permitted by right in the R-2 District.

Emails received in response to this case were introduced. Five were in opposition to the requested rezoning, and two were in favor. Mr. Krishna Balakrishnan, the petitioner, confirmed that he had seen the emails.

Mr. Balakrishnan was sworn in for testimony. He summarized the application process and results of the public meetings held. He also stated that schools serving the area are under capacity and that, in relation to concerns regarding green space, parkland dedication is required. In terms of traffic concerns, Mr. Balakrishnan stated that Woodbine would not yet be extended to Pamela Drive, and so access would be taken from GE Road. Regarding home values, Mr. Balakrishnan stated that the proposed townhomes would be of high quality and expressed skepticism toward the factual basis of concerns around property values.

Ms. Montney raised concerns with regard to the fact that the intersection of GE Road and Woodbine is an uncontrolled intersection. She also inquired as to how the public meetings were coordinated. Mr. Balakrishnan stated that he invited property owners within 500 ft by mail. Ms. Montney confirmed that the R-2 zoning district does not allow townhomes. Ms. Simpson clarified that the R-2 District only allows duplexes or single-family detached housing.

The public hearing was closed. Ms. Montney stated her belief that more residents are opposed to the proposed rezoning than have offered comment. She questioned the Commission's role as an advisory versus representative body.

Mr. Boyd motioned to adopt the findings of fact for Tract I. Mr. Mohr seconded. Roll call vote: Mr. Stanczak - Yes, Mr. Danenburger - Yes, Mr. Boyd - Yes, Mr. Muehleck - Yes, Mr. Mohr - Yes, Ms. Montney - Yes, Ms. McCann - Yes, Chairperson Headean - Yes. The motion carried (8-0-0).

Mr. Boyd motioned to recommend approval of rezoning Tract I from B-1 to R-2. Mr. Mohr seconded. Roll call vote: Mr. Stanczak - Yes, Mr. Danenburger - Yes, Mr. Boyd - Yes, Mr. Muehleck - Yes, Mr. Mohr - Yes, Ms. Montney - Yes, Ms. McCann - Yes, Chairperson Headean - Yes. The motion carried (8-0-0).

Mr. Boyd motioned to adopt the findings of fact regarding Tract II. Mr. Mohr seconded.

Ms. Montney raised the issue of the potential impact on property values. Chairperson Headean reiterated the initial point made that uses permitted by the current zoning would exacerbate the residents' concerns more so than uses permitted by the proposed rezoning.

Mr. Mohr concurred, stating that the proposed R-3A zoning would be more beneficial to the residents than the current zoning.

Mr. Stanczak stated his concerns that the rezoning would legitimize all uses permitted by the R-3A zoning, but that the R-3A zoning is the "lesser of two evils" as compared to the present B-1 zoning.

Roll call vote: Mr. Stanczak - Yes, Mr. Danenburger - Yes, Mr. Boyd - Yes, Mr. Muehleck - Yes, Mr. Mohr - Yes, Ms. Montney - No, Ms. McCann - Yes, Chairperson Headean - Absent. The motion carried (6-1-1).

Mr. Boyd motioned to recommend approval of the rezoning of Tract II from B-1 to R-3A. Mr. Danenberger seconded. Mr. Stanczak - Yes, Mr. Danenburger - Yes, Mr. Boyd - Yes, Mr. Muehleck - Yes, Mr. Mohr - Yes, Ms. Montney - No, Ms. McCann - Yes, Chairperson Headean - Abstain. The motion carried (6-1-1).

Z-28-20 Public hearing, review, and action on a petition submitted by Terra LLC requesting a zoning map amendment for a portion of the property identified as PIN: 15-31-278-003, 1531-276- 026, and 15-31-279-006 from B-1 General Commercial District to R-2, Mixed Residence District and R-3A, Multifamily Residential District (Ward 3)

Chairperson Headean introduced the case and called for the staff report. Ms. Kelly stated that staff would recommend in favor of the item due to much of the land's long-time vacancy, the mix of residential and commercial uses already emerging in the surrounding area, and the potential for residential districts to serve as a transitional buffer between commercial uses and lower-density residential uses.

Ms. Montney inquired as to whether the information included in the presentation was included in the packet provided to Commissioners. Ms. Kelly affirmed this.

Mr. Boyd asked whether sidewalks currently exist on the subject tracts. Ms. Simpson stated that the developer would be responsible for installing sidewalks when development occurs.

The public hearing was opened for this item. Chairperson Headean swore in Mr. Rathnakumar Ramachandran, a representative of the townhomes adjacent to the subject parcels, for testimony. Mr. Ramachandran stated his support for the rezoning, stating that it would help extend the existing flavor of the community.

Mr. Krishna Balakrishnan, the applicant, was sworn in. He stated that his plan is to continue residential development similar to the townhomes within the parcels to be rezoned to R-2.

Chairperson Headean asked Mr. Balakrishnan about resident concerns as to increased traffic generation and decreases in home values were the rezonings to be approved. Mr. Balakrishnan stated that most of the traffic is on GE Road at present and that access would be taken from Leslie Drive.

Ms. Montney asked whether the townhomes that were sold are currently occupied. Mr. Balakrishnan said that they are.

Ms. Kelly displayed data regarding estimated trip generation for commercial versus residential uses, showing in broad terms that residential uses generate less traffic than commercial uses currently permitted by right in the B-1 district would.

Ms. Montney asked how these numbers were calculated. Ms. Simpson explained its basis on average trip data. Ms. Montney pointed out that the uses displayed are not necessarily reflective of the commercial development that has already occurred at the subject site. Ms. Simpson clarified that these uses could be developed by right,

even though they are not currently present at the site. Ms. Montney argued against the inclusion of traffic data for businesses such as drive-through restaurants as they are not reflective of the current development patterns of the site.

Chairperson Headean asked Mr. Balakrishnan about the purpose of the development, referencing his previous comments regarding wanting to construct more affordable housing in Bloomington. He stated that after acquiring the property, he could not foster commercial development in the area, and subsequently switched his focus to high-quality, attainable residential development.

Ms. Montney inquired as to the data source on Mr. Balakrishnan's comment on the shortage of apartments for rent in Bloomington. Mr. Balakrishnan stated this was based on the reception to the recently developed townhomes and not based on any specific data point. Ms. Montney stated that the vacancy rate for apartments in Bloomington is substantial.

Chairperson Hadean opened the public hearing to those speaking against the petition. Dr. Tim Anderson, owner of Hawthorne Park Animal Care Center, was sworn in. He spoke of his concern about apartments extending south to Pamela Drive regarding the noise generated by animal care center and increased traffic resulting from residential development. Dr. Anderson mentioned that existing traffic on Pamela Drive is congested due to the absence of a traffic light. Ms. Kelly clarified that the residential zoning would not extend to Pamela Drive. Ms. Simpson stated that she was not aware of any plans to install a traffic light at the intersection of Pamela and Leslie Drives.

Ms. Montney asked how access would be taken out of the potential residential developments since each exit is presently uncontrolled. Ms. Simpson stated that Leslie Drive, Pamela Drive, or Woodbine Road would serve as exit points.

Mr. Krieger asked whether a traffic count has been done in this area. Ms. Simpson displayed data regarding average daily trips in the area, stating that there are no specific counts for Leslie Drive.

Dr. Anderson added that Unit 5 buses use Leslie Drive as a stopping off point between 7:45 to 8:15 AM, creating additional traffic congestion and potentially posing an obstacle to residential development.

Ms. Simpson introduced six emails from the public into the record. Most of the comments raised concerns about a potential increase in traffic from any future residential development. Ms. Montney pointed out that many emails also raised a decline in property values as a concern.

Mr. Balakrishnan provided a rebuttal to the emails received, stating that the traffic wouldn't substantially impact Pamela Drive. He also stated that home values increase when homes are situated near other homes rather than vacant land.

Ms. Montney asked why the R-3A zoning was sought if the plan is to develop more townhomes. Mr. Balakrishnan stated that it would serve as a buffer between commercial and lower-density residential development. Ms. Simpson affirmed this, stating that R-3A allows for a higher level of development as well, potentially enabling a higher concentration of townhomes in this zoning and allowing townhomes to be built by right.

Chairperson Headean asked whether the plan is to build townhomes only or apartments as well. Mr. Balakrishnan confirmed that the R-3A zoning was sought to build a higher density of townhomes, but that only townhomes are planned at this time. Ms. Montney stated that she thought the location of the proposed R-3A zoning is unsuitable to townhomes.

Mr. Balakrishnan closed his testimony by thanking the Commission and staff and restating that the land has been vacant for many years. The public hearing was closed.

Chairperson Headean called for a motion regarding the Findings of Fact as presented in the staff report. Ms. Montney expressed her disagreement with the Findings. Mr. Boyle clarified that the criteria in rezoning cases are considered a weighing decision. Chairperson Headean asked Ms. Montney to elaborate on her disagreement prior to making a motion. Ms. Montney detailed her disagreement with the findings by item, stating that steady development has occurred in this area, that high density residential development is unsuitable given the present development, and that Bloomington's unit vacancy rate does not suggest a need for additional multi-family development. She added her concerns regarding the potential for additional traffic generated and the impact on the school systems and the neighboring Sapphire Lake subdivision.

Ms. Kelly asked whether Ms. Montney was responding to the petitioner's Findings of Fact or staff's Findings of Fact. Ms. Montney said she was not sure. Mr. Boyle inquired as to whether Ms. Montney's disagreement is with the proposal as a whole or with the R-3A rezoning in particular. Ms. Montney confirmed that the R-3A zoning is her primary concern.

Chairperson Headean asked for clarification on the next steps in the event that the rezonings were to be approved. Ms. Simpson explained the approval process, including potential action by the Zoning Board of Appeals and City Council. Chairperson Headean restated that the Commission would not be voting on townhomes, which have not yet been formally proposed, but on the rezoning themselves.

Mr. Boyd argued that the vote centers around whether commercial or residential zoning would cause existing problems like traffic to be better or worse in the future. He made a motion to adopt the Findings of Fact as presented by staff. The motion was seconded. Chairperson Headean called for disputing comments. Ms. Montney asked whether his argument regarding traffic patterns is based on what development is currently existing in the area versus what development could take place there. He affirmed that he is voting based on a longterm view of the potential development in the area.

Mr. Mohr stated that he would vote no on the motion because of his desire to discuss points raised by Ms. Montney and the public.

Roll call vote: Mr. Stanczak - Yes, Mr. Danenburger - Yes, Mr. Boyd - Yes, Mr. Muehleck - Yes, Mr. Krieger - Yes, Mr. Mohr - No, Ms. Montney - No, Chairperson Headean - Yes. The motion carried (6-2-0)

Chairperson Headean called for additional discussion of resident concerns. Mr. Mohr stated his agreement with Mr. Boyd regarding traffic patterns and argued that streets like Norma and Pamela Drives are constructed in a way that does not discourage motorists from speeding, likely contributing to the residents' sense of feeling unsafe. Mr. Stanczak stated that he viewed the vote as being oriented around what could be developed at the subject sites rather than what is presently developed at the subject sites.

Ms. Montney inquired as to whether it would be possible to deny the proposed R-3A rezoning separately. She made a motion to deny the proposed the R-3A rezoning. No second was provided. The motion was not passed.

Mr. Boyd made a motion to approve the rezoning of 6.06 acres of the Hawthorne Commercial Subdivision from B-1 General Commercial District to R-2 Mixed Residence District and R-3A Medium Density Multiple Family Residence District. Mr. Muehleck seconded the motion. Chairperson Headean offered the opportunity for objections to the motion to be restated. Ms. Montney stated that her objection is to the purported need for R-3A zoning and to the Findings of Fact. Roll call vote: Mr. Stanczak - Yes, Mr. Danenburger - Yes, Mr. Boyd - Yes, Mr. Muehleck - Yes, Mr. Krieger - Yes, Mr. Mohr - Yes, Ms. Montney - No, Chairperson Headean - Yes. The motion passed (7-1-0)



CONSENT AGENDA ITEM NO. 8.M

FOR COUNCIL: March 22, 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 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.

STRATEGIC PLAN LINK:

-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

-Objective 4d. Improved neighborhood infrastructure

BACKGROUND: The subject property is located south of Southgate Drive and east of US 51/Main Street. The property is 7.31 acres and was recently rezoned to C-1 Office District. The property is adjacent to properties zoned B-1 General Commercial District, and R-4 Manufactured Home District. The site is accessed from Southgate Drive and is served by the Connect Transit Aqua Line. The property is south of the newly constructed Veterans Clinic. The applicant is requesting approval of a preliminary development plan and special use permit for a planned unit development to allow 24 two-unit single-family attached houses. The proposed development includes a combination of two-and three-bedroom units. Each unit has a single car garage and is designed as a ranch style home.

The planned unit development includes extension of public utilities. The property will be served by private streets. Sidewalk is proposed on both sides of the street, and the private streets will be constructed with the same curb and gutter as public streets. The planned development will be served by a private detention basin and includes two private parklets for recreation.

On February 24, 2021, the Bloomington Planning Commission held a public hearing on the proposed development. In addition to the special use permit, the developer originally requested three waivers to the Manual of Practice and the Bloomington Subdivision Code. The Planning Commission voted to recommend denial of the waiver to build the roads with a substandard curb and gutter design. This recommendation is consistent with the staff recommendation. The Planning Commission also voted to recommend approval of two waivers to allow an off set of entrances and to allow a public utility in a side yard. This too, is consistent with the staff recommendation. The Commission found the petition meets the standards for a special use permit (44.17-7) and the standards for a planned unit

development (44.15-2). The Commission recommended approval of the special use permit and planned unit development with the condition that outstanding staff comments are addressed. The developer has revised the plan, attached to the Ordinance as Exhibit B, to include the staff comments and show the required curb and gutter design. Additionally, the plan was updated to remove a request for the waiver to build the curb and gutter with a substandard curb and gutter. The packet and meeting information are online at <https://www.cityblm.org/Home/ShowDocument?id=25904>. A recording of the meeting 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 develop an existing vacant site. The project will result in additional housing stock to serve Bloomington residents.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Bloomington Planning Commission held a public hearing on the petition on February 24, 2021. Notice of the hearing was published in the Pantagraph on Monday, February 8, 2021. Courtesy notices were mailed to property owners within 500 feet of the subject property and a large metal sign was placed on the property. The hearing was live-streamed and the recording is available online at www.cityblm.org/live <<http://www.cityblm.org/live>>. No one spoke against the petition, and three people, in addition to the applicant, spoke in favor of the petition. No additional comments were emailed to staff. The Planning Commission found approval of the special use permit and planned unit development preliminary development plan to be in the best interest of the city and recommended in favor of the petition by vote of 8-0-0.

FINANCIAL IMPACT: The proposed planned unit development and special use permit would facilitate infill redevelopment of residential units. The units could result in additional property tax revenues for the city.

COMMUNITY DEVELOPMENT IMPACT: The Comprehensive Plan's Land Use Priorities map lists the properties as Tier- 1, or vacant and under-utilized land for infill development or redevelopment. The project furthers the following goals of the Comprehensive Plan: Goal 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. Goal H-2. Ensure reinvestment in the established older neighborhoods and compact development of the City. H-2.1g Coordinate land use and transportation planning to ensure that new housing is easily accessible to multiple transportation options, including walking, bicycling, and public transportation.

Prepared by: Katie Simpson, City Planner

Reviewed by:


Melissa Hui, Economic and Community Development Director

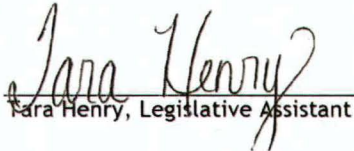
3/10/2021


Chris Tomertin, Budget Manager

3/12/2021

George Boyle
George Boyle, Assistant Corporation Counsel

3/17/2021


Tara Henry, Legislative Assistant

3/19/2021

Recommended by:


Tim Gleason, City Manager

Attachments:

- E&CD 4B Ordinance PUD SUP Development Prairie Vista-030921
- E&CD 4C Exhibit B 2021-03-04_4513901_Full PP_Signed_updated 030921
- E&CD 4D Minutes 02.24.21_PS-02-21

ORDINANCE NO. 2021 - _____

AN ORDINANCE APPROVING A PRELIMINARY DEVELOPMENT PLAN FOR A PLANNED UNIT DEVELOPMENT AND A SPECIAL USE PERMIT FOR SINGLE-FAMILY ATTACHED HOMES FOR PROPERTY COMMONLY LOCATED SOUTH OF SOUTHGATE DRIVE, EAST OF US 51/MAIN STREET, APPROXIMATELY 7.31 ACRES, ZONED C-1 OFFICE 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 and special use permit for a planned unit development for single-family attached housing in the C-1 Office District on the property commonly described as seven and thirty one hundredths acres located south of Southgate Drive and east of US 51 (hereinafter, "Property") legally described in Exhibit "A" attached hereto and incorporated herein by reference (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); and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said petition at the Property, and adopted findings of fact on the same; and

WHEREAS, the Bloomington Planning Commission found the petition to meet the standards and objectives of the City Code as set forth in Ch. 44 Sec. 15-6; and

WHEREAS, the Bloomington Planning Commission found the requested special use permit to comply with the standards for a special use set forth in Ch. 44, Sec. 17-7H, specifically:

1. That 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, except as such regulations may be modified by the Council pursuant to the recommendations of the Board of Zoning Appeals; and

WHEREAS, the Planning Commission recommended approval of waivers from Chapter 24 of the Bloomington City Code and the Manual of Practice, specifically:

- a) A Waiver to allow for center-line offsets of less than 250 feet (to Greyhound Road)
- b) A Waiver to allow sanitary sewer to be located in a public easement in a side yard (south of building).

WHEREAS, following said public hearing, the Planning Commission recommended approval of a preliminary development plan for a planned unit development and a special use permit for single-family attached homes, with the aforesaid waivers and conditions; and

WHEREAS, subsequent to the public hearing before the Planning Commission, the petitioner submitted a revised preliminary development plan dated March 4, 2021, illustrated in Exhibit "B" and attached hereto and incorporated herein by reference, conforming in all respects to the recommendations of the Planning Commission; and

WHEREAS, the City Council is authorized to adopt this Ordinance and approve the petition to approve a preliminary development for a planned unit development plan and special use permit for single-family attached housing 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 Council hereby adopts the findings of fact made by the Planning Commission.
3. The preliminary planned unit development plan and special use permit for single-family attached homes, for the property legally described in Exhibit "A" and the plan illustrated in Exhibit "B", dated March 4, 2021, are hereby approved, with the following waivers from Chapter 24 of the Bloomington City Code:
 - a. A Waiver to allow for center-line offsets of less than 250 feet (to Greyhound Road)
 - b. A Waiver to allow sanitary sewer to be located in a public easement in a side yard (south of building).

4. That this Ordinance shall be in full force and effective as of the date of its passage and approval.

PASSED this 22nd day of March 2021.

APPROVED this _____ day of March 2021.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Legal Description

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

Lots 2 and 3 in Seventh Addition to Southgate Commercial Plaza Subdivision, and a part of Lot 12 in School Commissioners Subdivision, all in the SE $\frac{1}{4}$ of Section 16, Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the northeast corner of Lot 3 in Seventh Addition to Southgate Commercial Plaza Subdivision according to the Plat thereof recorded as Document No. 2006-32000 in the McLean County Recorder of Deeds Office; thence S.01°-04'-21"E. 145.74 feet to the southeast corner of said Lot 3, on the north line of Lot 12 in School Commissioners Subdivision; thence S.87°-28'-47"E. 145.90 feet to the northeast corner of said Lot 12; thence S.01°-58'-00"E. 547.94 feet on the east line of said Lot 12; thence N.87°-32'-00"W. 386.00 feet to the point of intersection with the southerly extension of an existing fence; thence N.00°-42'-21"W. 266.39 feet along the southerly extension of said fence and the northerly extension thereof; thence N.88°-53'-57"W. 44.02 feet; thence N.75°-21'-13"W. 79.00 feet; thence N.35°-39'-45"W. 139.65 feet to the point of intersection with the southerly extension of the west line of Lot 2 in said Seventh Addition to Southgate Commercial Plaza Subdivision; thence N.01°-06'-03"E. 300.71 feet to the northwest corner of said Lot 2; thence S.87°-31'-56"E. 154.39 feet on the north line of said Lot 2; thence S.87°-29'-47"E. 263.72 feet to the Point of Beginning containing 318,550.35 S.F. 7.31 acres, more or less, with assumed bearings given for description purposes only.

NEW DUPLEX HOMES

VILLAS AT PRAIRIE VISTA

111 SOUTHGATE DRIVE | BLOOMINGTON IL | 61704

THE VILLAS AT PRARIE VISTA, LIMITED PARTNERSHIP

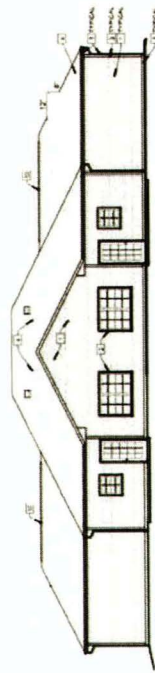


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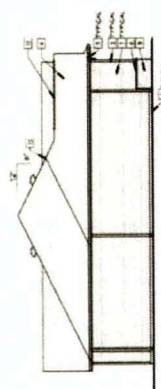


SHEET INDEX	
SHEET NO.	SHEET NAME
P-1	COVER SHEET
P-1.1	"TWO BEDROOM STANDARD UNIT"
P-1.2	"TWO BEDROOM ACCESSIBLE UNIT"
P-2	"THREE BEDROOM STANDARD UNIT"
P-2.1	"THREE BEDROOM ACCESSIBLE UNIT"

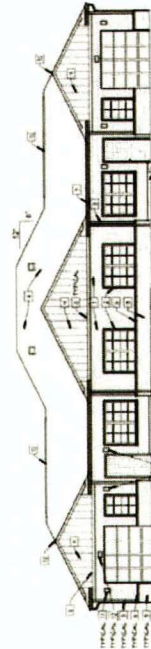
VILLAS AT PRAIRIE VISTA
PUD ISSUANCE: JANUARY 25, 2021
4-1218



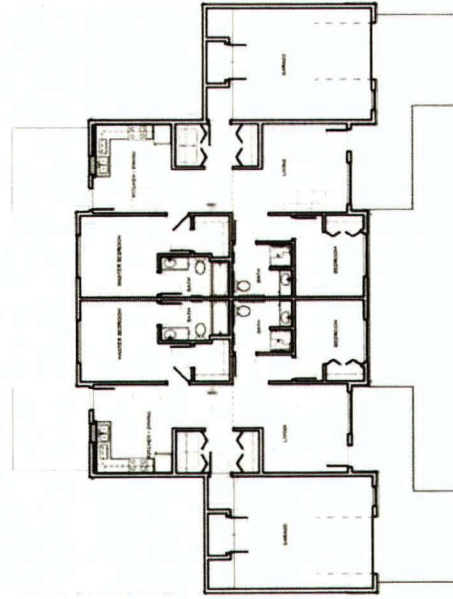
4 2BR-2 TYPE AUFAS REAR ELEVATION
A-2 1/8" x 1/2"



3 2BR-2 TYPE AUFAS - SIDE ELEVATION



2 2BR-2 TYPE AUFAS - FRONT ELEVATION



1 UNIT 2BR-2 - FLOOR PLAN - TYPE AUFAS - DUPLEX
1/8" = 1'-0"

**EXTERIOR ELEVATION
KEYNOTES**

1. **JOINTS, JOINTS, HORIZONTAL.** SEE EXTERIOR FINISH SCHEDULE ON SHEET 101 FOR COLOR AND JOINT MATTER FOR COLOR SCHEDULE PER UNIT. SEE EXTERIOR FINISH SCHEDULE ON SHEET 101 FOR COLOR AND JOINT MATTER FOR COLOR SCHEDULE PER UNIT.
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10. **JOINTS, JOINTS, HORIZONTAL.** SEE EXTERIOR FINISH SCHEDULE ON SHEET 101 FOR COLOR AND JOINT MATTER FOR COLOR SCHEDULE PER UNIT.
11. **JOINTS, JOINTS, HORIZONTAL.** SEE EXTERIOR FINISH SCHEDULE ON SHEET 101 FOR COLOR AND JOINT MATTER FOR COLOR SCHEDULE PER UNIT.
12. **JOINTS, JOINTS, HORIZONTAL.** SEE EXTERIOR FINISH SCHEDULE ON SHEET 101 FOR COLOR AND JOINT MATTER FOR COLOR SCHEDULE PER UNIT.



HDI

Hooker DeJong
 216 Morris Avenue
 Suite 410
 Muskegon, MI 49440
 P 231.722.3427
 F 231.722.2546

NEW DUPLEX HOMES
VILLAS AT PRAIRIE VISTA
111 SOUTHSHORE DRIVE • BLOOMINGTON
IL 61814
THE VILLAS AT PRAIRIE VISTA, LIMITED PARTNERSHIP

4-92

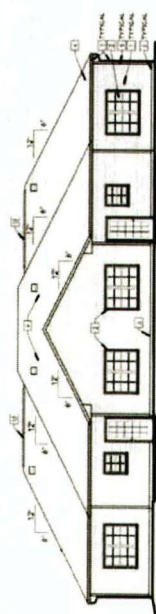
WATER TREATMENT
2003-2004

**TWO BEDROOM
ACCESSIBLE UNIT**

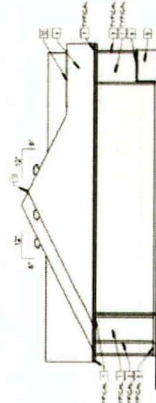
A-2

**EXTERIOR ELEVATION
KEYNOTES**

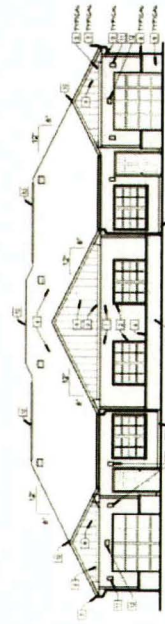
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2. ROOFING: SEE ROOFING
3. FOUNDATION: SEE FOUNDATION
4. EXTERIOR WALLS: SEE EXTERIOR WALLS
5. EXTERIOR DOORS: SEE EXTERIOR DOORS
6. EXTERIOR WINDOWS: SEE EXTERIOR WINDOWS
7. EXTERIOR STAIRS: SEE EXTERIOR STAIRS
8. EXTERIOR LIGHTING: SEE EXTERIOR LIGHTING
9. EXTERIOR PLANTING: SEE EXTERIOR PLANTING
10. EXTERIOR FURNITURE: SEE EXTERIOR FURNITURE
11. EXTERIOR ACCESSORIES: SEE EXTERIOR ACCESSORIES
12. EXTERIOR MATERIALS: SEE EXTERIOR MATERIALS
13. EXTERIOR COLOURS: SEE EXTERIOR COLOURS



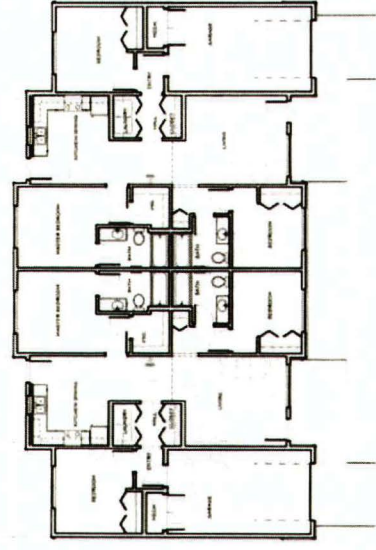
3BR-1 - REAR ELEVATION
18'0" x 12'0"



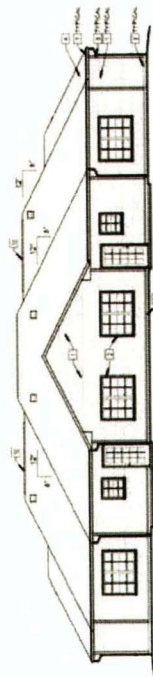
3BR-1 - SIDE ELEVATION
18'0" x 12'0"



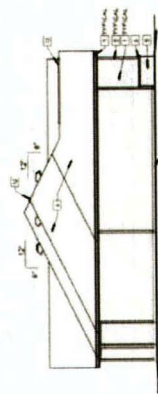
3BR-1 - FRONT ELEVATION
18'0" x 12'0"



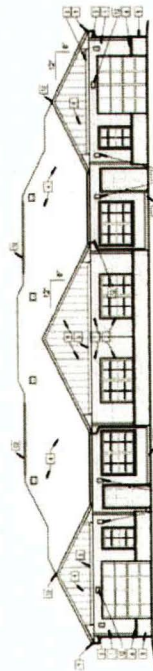
1 UNIT 3BR-1 - FLOOR PLAN - DUPLEX
18'0" x 12'0"



3BR-2 TYPE AUFAS - REAR ELEVATION



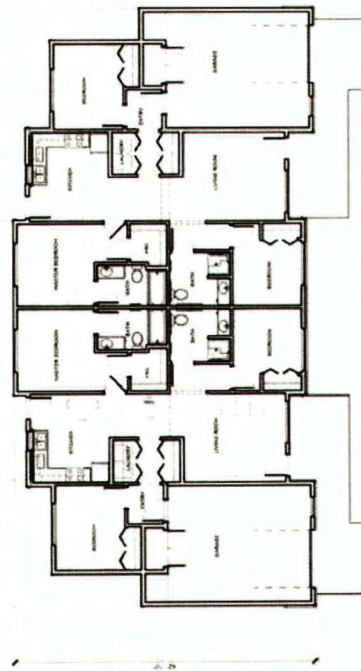
3BR-2 TYPE A/UFA5 - SIDE ELEVATION



3BR-2 TYPE A/U/FAS - FRONT ELEVATION

EXTERIOR ELEVATION KEYNOTES

- [illegible]



UNIT 3BR-2 - FLOOR PLAN - TYPE A/U/FAS - DUPLEX

PROJECT NUMBER 6-7778	DATE 12/20/2018	THROWAWAY		THREE BEDROOM ACCESSIBLE UNIT A-4
--------------------------	--------------------	-----------	--	--

LANDSCAPE DESIGN FOR
THE VILLAS AT PRAIRIE VISTA
111 SOUTHGATE DRIVE BLOOMINGTON, ILLINOIS

INDEX TO DRAWINGS

ARCHITECTURAL

- SD1 PROPOSED MASTER PLAN
- SD2 PROPOSED LANDSCAPE PLAN (UNITS 1 AND 2)
- SD3 PROPOSED LANDSCAPE PLAN (UNITS 19 AND 20)
- SD4 PLANT SCHEDULE AND DETAILS

REFERENCE

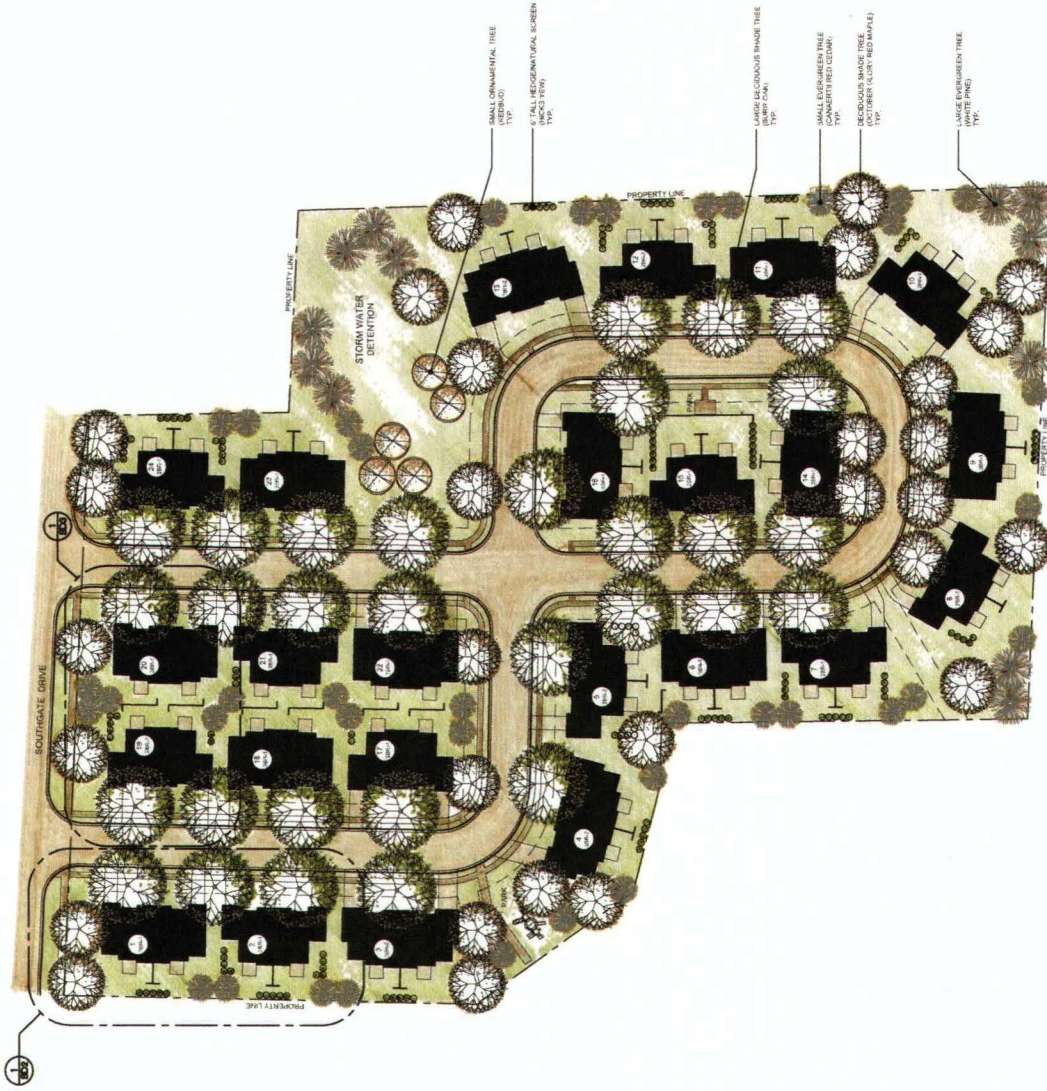
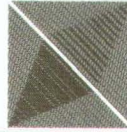
- REF1 AERIAL PHOTOGRAPHY

PROJECT NUMBER SAA20038
PROJECT ISSUE DATE

Exhibit B



SCHARNETT-ASSOCIATES.COM PHONE 309.336.4351
111 W. WASHINGTON ST. BLOOMINGTON, IL 61701



PROPOSED MASTER PLAN

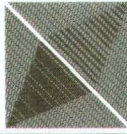
SCALE: 1" = 40'



PRELIMINARY - NOT FOR CONSTRUCTION

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LANDSCAPE IMPROVEMENTS FOR
THE VILLAS AT
PRAIRIE VISTA



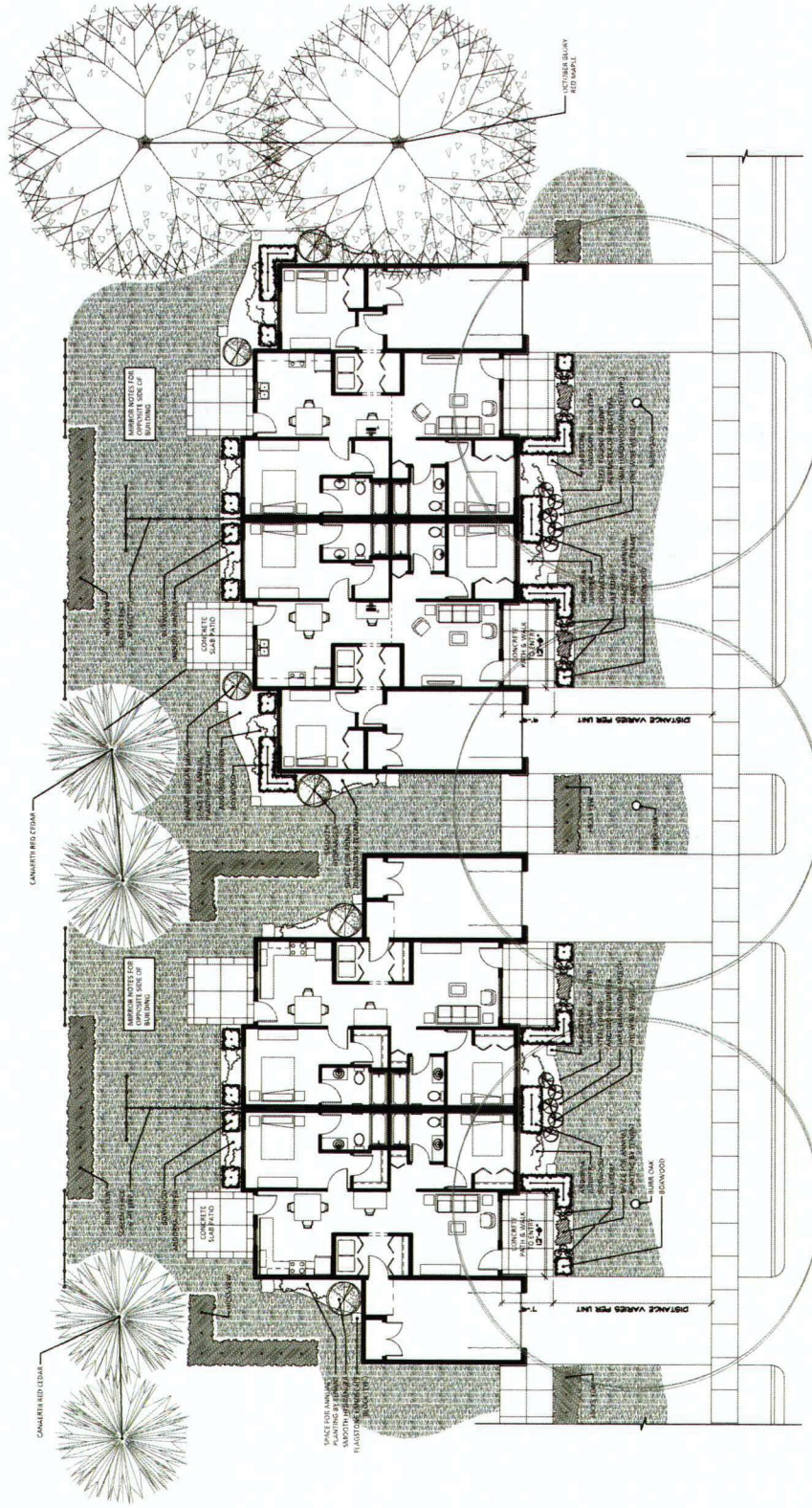
SCHARNETT
ASSOCIATES ARCHITECTS LLC
111 SOUTHGATE DRIVE, SUITE 200
BLOOMINGTON, IL 61710

DATE: 01-23-21
SHEET: 2 OF 2 SHEETS

SD2
PROPOSED LANDSCAPE
PLAN UNITS 1 AND 2

DRAWN: CDR DATE: 01-23-21
REVISIONS:

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PROPOSED LANDSCAPE PLAN (UNITS 1 AND 2)
SCALE 1/8" = 1'-0"

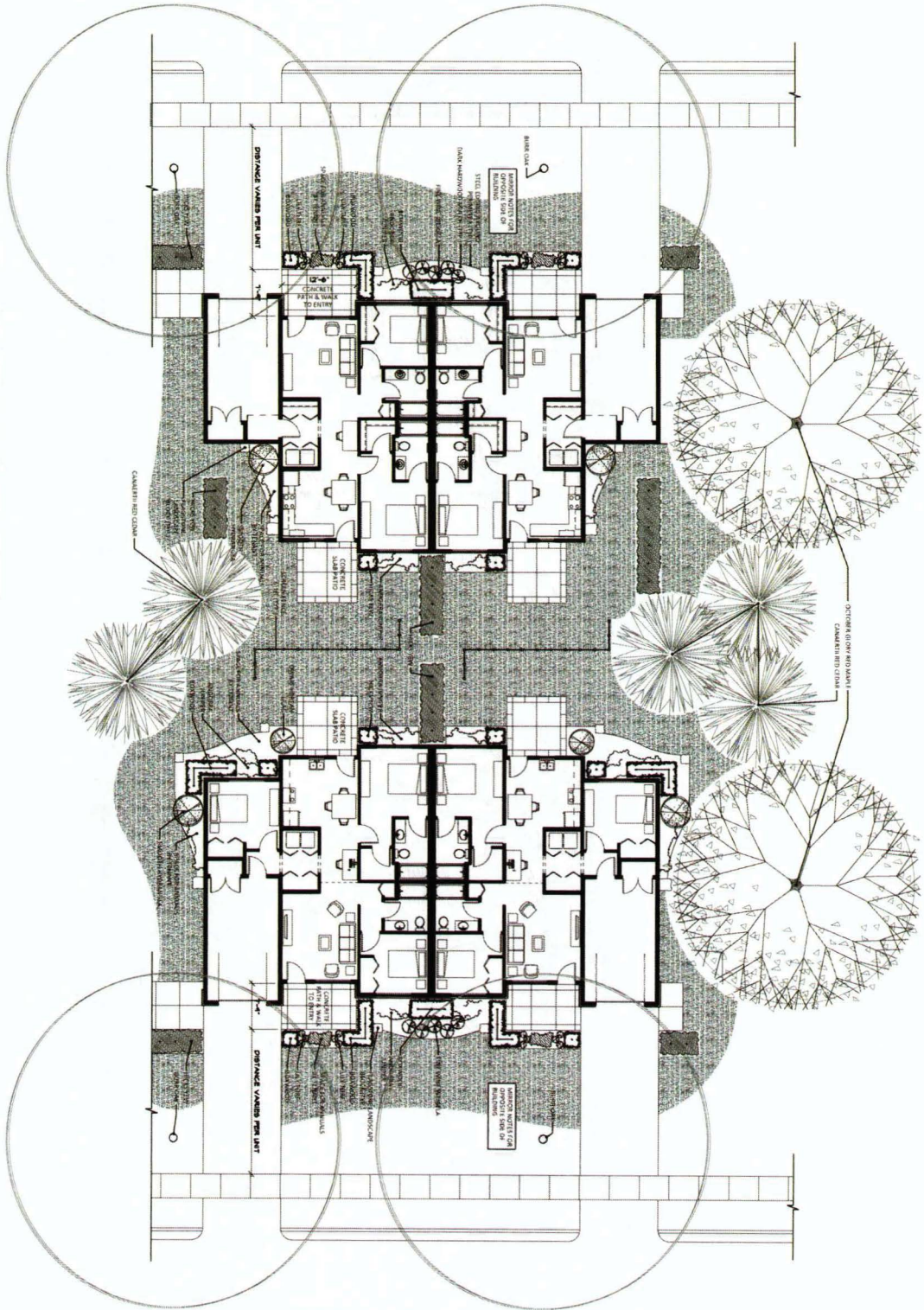
PRELIMINARY - NOT FOR CONSTRUCTION

Exhibit B

PROPOSED LANDSCAPE PLAN (UNITS 19 AND 20)
SCALE: 1/8" = 1'-0"

PRELIMINARY - NOT FOR CONSTRUCTION

NOTE: THIS PLAN IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE CLIENT TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE DESIGNER ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS IN THIS PLAN. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE DESIGNER ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS IN THIS PLAN.



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SD3
PROPOSED LANDSCAPE
PLAN (UNITS 19 AND 20)
DRAWN: CDM DATE: 01/24/21
REVISIONS:

SCHARNETT
ASSOCIATES ARCHITECTS LLC
111 SOUTHGATE DRIVE
BLOOMINGTON, ILLINOIS 61710
TEL: 312.331.1111 FAX: 312.331.1112
WWW.SCHARNETT.COM



LANDSCAPE IMPROVEMENTS FOR
**THE VILLAS AT
PRAIRIE VISTA**

111 SOUTHGATE DRIVE

BLOOMINGTON, ILLINOIS

THE VILLAS AT
PRAIRIE VISTA

LANDSCAPE IMPROVEMENTS FOR

SCHARNETT
ASSOCIATES ARCHITECTS LLC

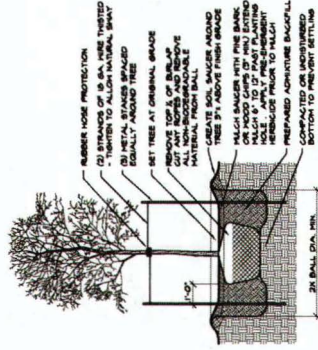
SD4
PLANT SCHEDULE
AND DETAILS

DRAWN ON DATE: 01.23.21

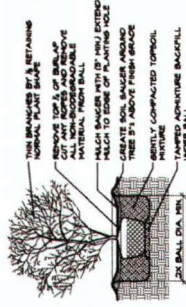
REVISION:

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LANDSCAPE KEYED NOTES			CHARACTERISTICS OF SPECIES	
GENUS-SPECIES	COMMON NAME	QUANTITY	INSTALLATION SIZE	MATURE SIZE
L17 ACER RUBRA OXYCORYMBOSUM	OXYCORYMBOSUM	24	24" CALIPER	24" CALIPER
L18 CERCIS FLORIDA	FLORIDA	50	24" CALIPER	24" CALIPER
L19 PINUS STROBUS	STROBUS	12	24" CALIPER	24" CALIPER
L20 JAPANESE HYDRANGEA	HYDRANGEA	51	24" CALIPER	24" CALIPER
SMALL TREES				
B1 CERCIS FLORIDA	FLORIDA	5	24" CALIPER	24" CALIPER
B2 CERCIS FLORIDA	FLORIDA	5	24" CALIPER	24" CALIPER
B3 CERCIS FLORIDA	FLORIDA	5	24" CALIPER	24" CALIPER
B4 CERCIS FLORIDA	FLORIDA	5	24" CALIPER	24" CALIPER
B5 CERCIS FLORIDA	FLORIDA	5	24" CALIPER	24" CALIPER
B6 CERCIS FLORIDA	FLORIDA	5	24" CALIPER	24" CALIPER
B7 CERCIS FLORIDA	FLORIDA	5	24" CALIPER	24" CALIPER
B8 CERCIS FLORIDA	FLORIDA	5	24" CALIPER	24" CALIPER
B9 CERCIS FLORIDA	FLORIDA	5	24" CALIPER	24" CALIPER
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B11 CERCIS FLORIDA	FLORIDA	5	24" CALIPER	24" CALIPER
B12 CERCIS FLORIDA	FLORIDA	5	24" CALIPER	24" CALIPER
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B99 CERCIS FLORIDA	FLORIDA	5	24" CALIPER	24" CALIPER
B100 CERCIS FLORIDA	FLORIDA	5	24" CALIPER	24" CALIPER



1 TYPICAL TREE PLANTING DETAIL
SCALE 3/4" = 1'-0"



2 TYPICAL SHRUB PLANTING DETAIL
SCALE 3/4" = 1'-0"

PRELIMINARY - NOT FOR CONSTRUCTION

Exhibit B



AERIAL PHOTOGRAPH OF EXISTING SITE
SCALE 1" = 40' APPROXIMATE

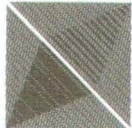
PRELIMINARY - NOT FOR CONSTRUCTION

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MANAGE
SHEET 5 OF 6 SHEETS
REF1
AERIAL
PHOTOGRAPH
DRAWING DATE: 01.12.21
PROJECT NAME:

SCHARNETT
ASSOCIATES ARCHITECTS, LLC
111 SOUTHGATE DRIVE
BLOOMINGTON, ILLINOIS



LANDSCAPE IMPROVEMENTS FOR
THE VILLAS AT
PRAIRIE VISTA

BLOOMINGTON, ILLINOIS

Exhibit B

Mr. Mark Muehleck	Commissioner	Present, joined late
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

COVID-19

Chairperson Headean explained that this meeting was held virtually via live stream pursuant to the gubernatorial executive order 2020-07, Section 6. Public comment was accepted until 15 minutes before the start of the meeting. Written public comment must have been emailed to publiccomment@cityblm.org and those wishing to speak live must have registered at <https://www.cityblm.org/register> at least 15 minutes prior to the meeting. City Hall was closed to the public.

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 introduced the case and called for the staff report. Ms. Simpson stated that staff is in favor of the remaining waivers as well as the special use permit and preliminary development plan for the proposed PUD.

Ms. Simpson summarized the proposed development and features of the site plan, establishing that the site design, special use permit, and PUD criteria had been met.

Mr. Nathan Joseph, the developer, was sworn in for testimony.

Mr. David Brown, engineer, was sworn in and stated his availability to answer technical questions about the development.

Ms. Tiffany Ackerman, architect, was sworn in. Mr. Mohr asked whether the proposed materials had been used in the Midwest before. Ms. Ackerman stated that they had.

Ms. Megan Bell, the owner, stated her availability for comments or questions. The public hearing was closed. Mr. Boyd motioned to adopt the findings of fact. Mr. Mohr seconded. Mr. Stanczak - Yes, Mr. Danenburger - Yes, Mr. Boyd - Yes, Mr. Muehleck - Yes, Mr. Mohr - Yes, Ms. Montney - Yes, Ms. McCann - Yes, Chairperson Headean - Yes. The motion carried (8-0-0).

Mr. Mohr motioned to deny the curb and gutter waiver. Mr. Stanczak seconded. Mr. Stanczak - Yes, Mr. Danenburger - Yes, Mr. Boyd - Yes, Mr. Muehleck - Yes, Mr. Mohr - Yes, Ms. Montney - Yes, Ms. McCann - Yes, Chairperson Headean - Yes. The motion carried (8-0-0).

Mr. Mohr motioned to approve the sanitary sewer waiver and private street centerline offsets waiver. Mr. Boyd seconded. Mr. Stanczak - Yes, Mr. Danenburger - Yes, Mr. Boyd - Yes, Mr. Muehleck - Yes, Mr. Mohr - Yes, Ms. Montney - Yes, Ms. McCann - Yes, Chairperson Headean - Yes. The motion carried (8-0-0).

Mr. Mohr motioned to recommend approval of the special use permit and preliminary development plan with the relevant conditions. Mr. Boyd seconded. Mr. Stanczak - Yes, Mr. Danenburger - Yes, Mr. Boyd - Yes, Mr. Muehleck - Yes, Mr. Mohr - Yes, Ms. Montney - Yes, Ms. McCann - Yes, Chairperson Headean - Yes. The motion carried (8-0-0).

PUBLIC HEARING



PUBLIC HEARING ITEM NO. 9.A

FOR COUNCIL: March 22, 2021

SPONSOR: Finance Department and Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The budget is a financial plan which stipulates the approach the City will undertake to achieve the strategic plan in accordance with the aspirations of Council. The City Code requires adoption of an annual Appropriation Ordinance. The FY 2022 Proposed Budget was presented to Council on March 8, 2021. The General Fund and Other Funds FY 2022 Proposed Budget books are available for examination at the Bloomington Public Library, 205 E. Olive Street and on the City's website at www.cityblm.org.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

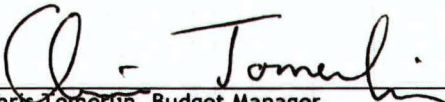
FINANCIAL IMPACT: The FY 2022 Proposed Budget for all City funds is \$250,335,690. The Proposed Budget for FY 2022 is balanced for all funds. Any fund with expenditures exceeding revenue will be offset by a planned use of fund balance or net assets. Any fund with proposed revenues exceeding expenditures will show a contribution to fund balance.

COMMUNITY DEVELOPMENT IMPACT: N/A

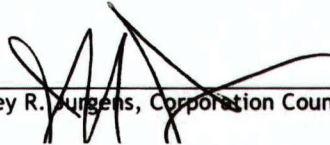
Respectfully submitted for Council consideration.

Prepared by: F. Scott Rathbun, Finance Director

Reviewed by:


Chris Tomertin, Budget Manager

3/9/2021


Jeffrey R. Jurgens, Corporation Counsel

3/15/2021


Tara Henry, Legislative Assistant

3/17/2021

Recommended by:


Tim Gleason, City Manager

Attachments:

- FIN 2B FY2022 Fund Balance Summary
- FIN 2C FY2022 Budget Public Hearing Notice

CITY OF BLOOMINGTON, IL
FY 2022
PROPOSED BUDGET
SUMMARY OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCES BY FUND
(ALL FIGURES PROVIDED ARE ESTIMATES)

Fund	Budgetary Fund Balance 4/30/2020 ^A	FY 2021 Projected Revenues	FY 2021 Projected Expenditures	Projected Budgetary Fund Balance 4/30/2021 A	FY 2022 Proposed Revenues	FY 2022 Proposed Expenditures	Net Changes to Fund Balance ^B	Projected Fund Balance Ending 4/30/2022 ^A	Projected Fund Balance Percent	Projected Fund Balance Percent Change 21-22
General Fund	\$ 24,914,092	\$ 103,718,957	\$ 103,718,957	\$ 24,914,092	\$ 109,066,701	\$ 109,066,701	\$ (617,416)	\$ 24,296,676	22.28%	-2.48%
General Fund Total:	\$ 24,914,092	\$ 103,718,957	\$ 103,718,957	\$ 24,914,092	\$ 109,066,701	\$ 109,066,701	\$ (617,416)	\$ 24,296,676	22.28%	-2.48%
Special Revenue:										
Motor Fuel Tax	\$ 11,321,804	\$ 5,589,385	\$ 2,073,460	\$ 14,837,728	\$ 20,272,966	\$ 20,272,966	\$ (13,544,792)	\$ 1,292,936	6.38%	-91.29%
Board of Elections	\$ 827,742	\$ 616,022	\$ 628,456	\$ 815,308	\$ 678,225	\$ 678,225	\$ (139,124)	\$ 676,184	99.70%	-17.06%
Drug Enforcement	\$ 1,224,924	\$ 140,500	\$ 563,850	\$ 801,574	\$ 293,250	\$ 293,250	\$ (152,750)	\$ 648,824	221.25%	-19.06%
Community Development	\$ (10,138)	\$ 822,673	\$ 822,673	\$ (10,138)	\$ 1,081,600	\$ 1,081,600	\$ -	\$ (10,138)	-0.94%	0.00%
IHDA Single Family Owner Occupied Rehabilitation	\$ (18,261)	\$ 276,973	\$ 276,973	\$ (18,261)	\$ 732,134	\$ 732,134	\$ -	\$ (18,261)	-2.49%	0.00%
Library	\$ 5,391,658	\$ 5,597,421	\$ 6,928,752	\$ 4,060,327	\$ 5,643,096	\$ 5,643,096	\$ 31,342	\$ 4,091,669	72.51%	0.77%
Library Fixed Asset	\$ 925,475	\$ 4,000	\$ 10,600	\$ 918,875	\$ 55,000	\$ 55,000	\$ (50,000)	\$ 868,875	1579.77%	-5.44%
Park Dedication	\$ 287,876	\$ 47,403	\$ 50,200	\$ 285,079	\$ 52,049	\$ 52,049	\$ 12,049	\$ 297,128	570.86%	4.23%
Empire St. Corridor TIF	\$ 2,919	\$ 390,785	\$ 190,716	\$ 202,989	\$ 393,900	\$ 393,900	\$ 138,400	\$ 341,389	0.00%	0.00%
Downtown Southwest TIF	\$ (235,921)	\$ 5,313	\$ 200	\$ (230,808)	\$ 5,075	\$ 5,075	\$ 2,675	\$ (228,133)	0.00%	-1.16%
Downtown East Washington TIF	\$ (203,651)	\$ 387	\$ 3,258	\$ (206,522)	\$ 2,400	\$ 2,400	\$ (2,010)	\$ (208,532)	0.00%	0.97%
Special Revenue Total:	\$ 19,514,427	\$ 13,490,862	\$ 11,549,138	\$ 21,456,151	\$ 29,209,695	\$ 29,209,695	\$ (13,704,210)	\$ 7,751,941	26.54%	-63.87%
Debt Service:										
General Bond and Interest	\$ 3,201,995	\$ 2,942,238	\$ 3,109,323	\$ 3,034,910	\$ 3,082,407	\$ 3,082,407	\$ (355,586)	\$ 2,679,323	86.92%	-11.72%
Arena Bond Redemption	\$ 1,553,681	\$ 1,584,641	\$ 1,533,668	\$ 1,604,654	\$ 1,693,481	\$ 1,693,481	\$ 85,163	\$ 1,689,818	99.78%	5.31%
Multi-Project Bond Redemption	\$ 1,099,078	\$ 1,060,756	\$ 1,091,080	\$ 1,068,754	\$ 1,162,551	\$ 1,162,551	\$ 87,721	\$ 1,156,475	99.48%	8.21%
Debt Service Total:	\$ 5,854,754	\$ 5,587,634	\$ 5,734,071	\$ 5,708,318	\$ 5,938,439	\$ 5,938,439	\$ (182,702)	\$ 5,525,616	93.05%	-3.20%
Capital Projects:										
Capital Improvement	\$ 3,704,037	\$ 1,740,615	\$ 3,902,175	\$ 1,542,476	\$ 11,806,500	\$ 11,806,500	\$ (1,506,500)	\$ 35,976	0.30%	-97.67%
Capital Lease	\$ (3,920,462)	\$ 5,167,751	\$ 5,167,751	\$ (3,920,462)	\$ 5,333,115	\$ 5,333,115	\$ -	\$ (3,920,462)	-73.51%	0.00%
Capital Improvement (Asphalt & Concrete)	\$ 1,505,590	\$ 6,189,267	\$ 6,648,224	\$ 1,046,633	\$ 7,200,000	\$ 7,200,000	\$ (978,618)	\$ 68,016	0.94%	-93.50%
Capital Project Total:	\$ 1,289,165	\$ 13,097,633	\$ 15,718,151	\$ (1,331,353)	\$ 24,339,615	\$ 24,339,615	\$ (2,485,118)	\$ (3,816,470)	-15.68%	186.66%
Enterprise:										
Water	\$ 25,633,066	\$ 18,628,326	\$ 20,475,416	\$ 23,785,977	\$ 29,654,428	\$ 29,654,428	\$ (11,712,791)	\$ 12,073,186	40.71%	-49.24%
Sewer	\$ 3,706,114	\$ 9,136,200	\$ 9,273,759	\$ 3,568,555	\$ 11,134,398	\$ 11,134,398	\$ (1,595,898)	\$ 1,972,658	17.72%	-44.72%
Storm Water	\$ 1,042,589	\$ 5,329,000	\$ 5,122,042	\$ 1,249,547	\$ 5,535,000	\$ 5,535,000	\$ 203,803	\$ 1,453,350	26.26%	16.31%
Solid Waste	\$ 2,027,466	\$ 7,501,000	\$ 7,917,818	\$ 1,610,647	\$ 8,237,505	\$ 8,237,505	\$ (474,005)	\$ 1,136,642	13.80%	-29.43%
Abraham Lincoln Parking Deck	\$ 335,503	\$ 265,831	\$ 601,334	\$ -	\$ 361,630	\$ 361,630	\$ -	\$ -	0.00%	0.00%
Golf Courses	\$ 384,097	\$ 2,300,867	\$ 2,333,439	\$ 351,525	\$ 2,512,220	\$ 2,512,220	\$ (120,485)	\$ 231,040	9.20%	0.00%
Grossinger Motors Arena	\$ 482,073	\$ 3,149,217	\$ 3,075,401	\$ 555,889	\$ 5,122,444	\$ 5,122,444	\$ (555,889)	\$ -	0.00%	-100.00%
Enterprise Total:	\$ 33,610,907	\$ 46,310,441	\$ 48,799,208	\$ 31,122,140	\$ 62,557,625	\$ 62,557,625	\$ (14,255,265)	\$ 16,866,875	26.96%	-45.80%
Internal Service Fund:										
Casualty Insurance	\$ 3,394,340	\$ 4,386,173	\$ 4,644,612	\$ 3,135,901	\$ 4,532,284	\$ 4,532,284	\$ 16,300	\$ 3,152,201	69.55%	0.52%
Employee Insurance and Benefits	\$ 2,247,706	\$ 11,560,342	\$ 11,459,694	\$ 2,348,354	\$ 12,011,526	\$ 12,011,526	\$ 109,063	\$ 2,457,417	20.46%	4.64%
Employee Retiree Group Healthcare	\$ 410,619	\$ 1,691,090	\$ 1,707,580	\$ 394,129	\$ 1,807,050	\$ 1,807,050	\$ (16,490)	\$ 377,639	20.90%	-4.18%
Internal Service Fund Total:	\$ 6,052,665	\$ 17,637,605	\$ 17,811,886	\$ 5,878,384	\$ 18,350,860	\$ 18,350,860	\$ 108,873	\$ 5,987,257	32.63%	1.85%
Fiduciary:										
JM Scott Total	\$ 13,671,480	\$ 1,184,850	\$ 710,457	\$ 14,145,873	\$ 872,755	\$ 872,755	\$ (12,755)	\$ 14,133,118	1619.37%	-0.09%
Fiduciary Fund Total:	\$ 13,671,480	\$ 1,184,850	\$ 710,457	\$ 14,145,873	\$ 872,755	\$ 872,755	\$ (12,755)	\$ 14,133,118	1619.37%	-0.09%
Total:	\$ 104,907,489	\$ 201,027,984	\$ 204,041,868	\$ 101,893,604	\$ 250,335,690	\$ 250,335,690	\$ (31,148,593)	\$ 70,745,012	28.26%	-30.57%

A Budgetary Fund Balance is similar to cash basis except short term payables and receivables are taken into account.
B Net use of fund balance column depicts uses or additions to fund balance reserves.

Customer Ad Proof

60072323 City of Bloomington - Legals

Order Nbr 103025

Publication	BLM Pantagraph		
Contact	City of Bloomington - Legals	PO Number	
Address 1	PO BOX 3157	Rate	Open
Address 2		Order Price	107.44
City St Zip	BLOOMINGTON IL 61702	Amount Paid	0.00
Phone	3094342240	Amount Due	107.44
Fax	3094342802		
Section	Legals	Start/End Dates	03/10/2021 - 03/10/2021
SubSection		Insertions	1
Category	0991 Legal Inside	Size	34
Ad Key	103025-1	Salesperson(s)	Legals Rep
Keywords	PHN Annual Budget Hearing 2022 - Final	Taken By	Nicole Muscari
Notes			

Ad Proof

103025
NOTICE
A Public Hearing will be held to receive public comments on the City of Bloomington Annual Budget Year ending April 30, 2022 on Monday, March 22, 2021 at 6:00 PM. This meeting will be held both in-person in City Hall's Council Chambers, located at 109 E. Olive St., Bloomington, and virtually at <https://www.cityblm.org/live>. The public may attend in-person pursuant to local distancing guidelines. To provide live public comment you must register at <https://www.cityblm.org/register>. Email public comment to publiccomment@cityblm.org. Emails, virtual registrations, and in-person registrations required at least 15 minutes prior to the start of the meeting. Copies of the Proposed Annual Budget will be available for examination by March 15th at the Bloomington Public Library, 205 E. Olive St., as well as online at www.cityblm.org. Reasonable accommodations for persons w/ disabilities are available by contacting the City Clerk at cityclerk@cityblm.org or by calling 309-434-2240, TTY309-829-5115.

REGULAR AGENDA



REGULAR AGENDA ITEM NO. 10.A

FOR COUNCIL: March 22, 2021

SPONSOR: Information Technology Department and Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

RECOMMENDED MOTION:

The proposed Resolution be approved.

STRATEGIC PLAN LINK:

-Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The current Multi-Function Devices (MFD) used throughout the City of Bloomington were installed in early 2013 and have overextended their recommended life cycle. A project was initiated in early 2020 to identify a vendor to work with on replacing these aging devices.

Information Services staff identified the specifications and special needs of the City to utilize for evaluation as they conducted their market research for new MFDs. The City solicited initial proposals from seven different vendors. Of those seven vendors, four were selected as finalists to review the business requirements and finalize their proposals. With the unforeseen impact of COVID-19, the project was put on hold since many employees began to work from home, and MFD usage drastically changed. In August 2020, as things started to stabilize, the project was restarted, and the four finalists were called in for onsite meetings.

The selection of the vendor who best fit the needs of the City was based on the following: the initial responses provided in early 2020, the follow-on responses provided during the September 2020 face-to-face meetings, and input provided through our knowledge and that of third-party resources within the industry.

After extensive analysis, Watts Copy Systems Inc., (Kyocera hardware) was recommended to be the replacement vendor. The Omnia Joint Purchasing contract (R191102 - exp. 5/31/2023) is being utilized and a third party, De Lage Landen Public Finance LLC, will providing the financing portion of the lease.

Some of the primary reasons Watts Copy was chosen over its competitors were:

- They offer a “no back-end cost” to the end user when the devices reach end of life.
- Prices are locked in for the duration of the contract.
- They offer support for 8 years, and they allow a 60 day to pay without a penalty fee (where other vendors only offered a 15-30-day period).
- They have 27 technicians available to the Bloomington/Normal area (4 in McLean County, and 2 in Bloomington/Normal).
- They were the only vendor to offer tiered click-charge pricing.
- They have extensive positive references from local businesses and other government organizations.
- This pricing is inclusive of additional print devices with more functionality.
- Their overall cost was the lowest.

Hard Cost Benefits

*There are two distinct costs involved with a print solution.

- 1) A fixed monthly rate cost
- 2) A “click-charge” cost which is based off printer usage (b/w vs. color)

Based off 2020 data, the average monthly charge from the prior vendor was \$6,342. In comparison, an estimated cost provided by vendor Watt’s Printing puts our average monthly cost to be \$4,157 (Note: This price is inclusive of seven additional print devices relative to the number we have today). Both monthly figures provided above include the monthly lease charge for the device, and its associated “click-charge” amount. The monthly lease charges are a fixed cost. The click-charge costs can vary considerably.

To enable the City’s future Information Technology Strategy of a “print from anywhere” solution, we are also requesting the addition of a software called Papercut to be included in this purchase. This would increase the cost of our Watts Copy solution to \$4,940 per month (\$59,280) annual cost, \$296,400 over the life of the contract).

Comparison of the prior contract to the projected cost of the new contract is as follows:

Existing contract monthly expenditure = \$6342

Estimated new contract monthly expenditure = \$4,940

Estimated Monthly Savings = \$1,402

Soft Cost Benefits

- Aging print infrastructure has caused major impacts to the various City Departments, causing a loss of productivity.
- The current contract, which was an extended contract that covered the current MFDs, was very expensive due to the age of the products and increasing lack of available parts needed for break/fix situations.
- Alignment with IT Strategy of providing a more robust, secure, “Print from Anywhere” solution through the use of a software called “Papercut” which is widely used by government and educational institutions.
- A lower cost will be realized through various means, such as: infrastructure consolidation, removal of unneeded FAX lines, and power savings due to newer technology.

- Included as part of the lower cost solution, the City will be providing more physical MFDs, many of which will include the Papercut software to enable our IT long term vision, at a lower monthly cost.
- Although the City will initially add additional devices, with the implementation of new MFDs, we will gradually be able to have end users migrate to the new devices which will allow us to eliminate desktop printers as they reach end of life and become unsupportable.
- As the City deploys with a “print as a service” mentality, the City will be set up to look at making all printer support a managed service.

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 as it will replace failing hardware that is impacting business productivity, and the City will realize significant cost savings over our existing contract. The Finance Department is monitoring the financial impact of the pandemic.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: All current users of Ricoh Multi-Function Devices (MFDs) were involved in providing the requirements for this effort. This included the following City Departments; Police, Fire, Water, Customer Service Center, EC&D, Information Services, Finance, Legal, Human Resources, Information Technology, Public Works, Parks and Recreation, City Clerks Office, and Administration.

FINANCIAL IMPACT: Watts Copy solution will have a projected cost of \$4,940 per month, \$57,979.80 per year, and a total of \$296,400 over the life of the contract.

COMMUNITY DEVELOPMENT IMPACT: N/A

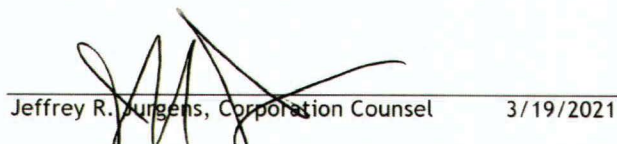
Respectfully submitted for Council consideration.

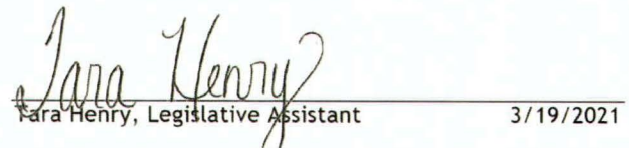
Prepared by: Mark Owens, Assistant Director of Information Technology

Reviewed by:


Craig McBeath, Director of Information Technology 3/8/2021


Carla Murillo, Procurement Manager 3/16/2021


Jeffrey R. Jurgens, Corporation Counsel 3/19/2021


Tara Henry, Legislative Assistant 3/19/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- IT 1B Resolution_Print & Multi-Function
- IT 1C Acord COLI Form - Owners Insurance Company
- IT 1D Bloomington, City of Schedule A
- IT 1E Feb 26 revision Bloomington, City of Revised Kyocera Proposal
- IT 1F City of Bloomington Lease Agreement
- IT 1G Revised City of Bloomington Multi Kyocera Maintenance Agreement JBrock
030321

RESOLUTION NO. 2021 - ____

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

WHEREAS, the City of Bloomington has the ability to waive the technical bidding requirements, pursuant to City Code Chapter 16, Section 50; and

WHEREAS, the City's current contract for multi-function devices were installed in early 2013 and have exceeded the recommended life cycle and Information Services staff began analyzing the City's requirements with special consideration for the impact of COVID-19; and

WHEREAS, the City requested proposals from numerous vendors to review the technical specifications that would be the best fit for the City's multi-function devices; and

WHEREAS, the City went through a thorough selection process including review of proposals and in-person meetings and found that Watt's Copy Systems Inc. met all the necessary specifications and had many other qualifications and costs savings when compared to the other vendors; and

WHEREAS, Watt's Copy Systems Inc. utilizes a third party, De Lage Landen Public Finance LLC to provide state and local lease-purchase financing; and

WHEREAS, City staff requests the formal bidding process be waived and the City Manager be authorized to enter into a new contract with Watt's Copy Systems Inc. utilizing Omnia joint purchasing contract (R191102) for Kyocera brand products for a five (5) year lease not to exceed \$289,899, with financing through De Lage Landen Public Finance LLC.

NOW, THEREFORE, BE IT ORDAINED/RESOLVED by the City Council of the City of Bloomington, McLean County, Illinois:

That the recitals set forth above are incorporated herein and the City Manager, or designated representative, is authorized to execute any related documents with Watt's Copy Systems Inc. and a State and Local Government Lease-Purchase Agreement with De Lage Landen Public Finance LLC for the lease terms outlined herein subject to legal review and approval.

PASSED this 22nd day of March 2021.

APPROVED this ____ day of March 2021.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/03/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER J.D. Ross Insurance And Financial Services LLC 9 KENDALL AVE BARRY IL 62312-2219		CONTACT NAME Robert Dieker PHONE (A/C, No, Ext) (217) 335-2700 FAX (A/C, No) (217) 698-7678 E-MAIL ADDRESS Robert.Dieker@jdrossinsurance.com																						
INSURED WATTS COPY SYSTEMS 2860 STANTON ST SPRINGFIELD IL 62703-4347		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A</td><td>Owners Insurance Company</td><td></td></tr><tr><td>INSURER B</td><td>Markel Insurance Company</td><td></td></tr><tr><td>INSURER C</td><td></td><td></td></tr><tr><td>INSURER D</td><td></td><td></td></tr><tr><td>INSURER E</td><td></td><td></td></tr><tr><td>INSURER F</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A	Owners Insurance Company		INSURER B	Markel Insurance Company		INSURER C			INSURER D			INSURER E			INSURER F		
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INSURER A	Owners Insurance Company																							
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INSURER C																								
INSURER D																								
INSURER E																								
INSURER F																								

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE L MIT APPL ES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:				10/01/2020	10/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY				10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$ ☐ OCCUR ☐ CLAIMS-MADE				10/01/2020	10/01/2021	EACH OCCURRENCE \$ AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCR PTION OF OPERATIONS below		N / A		10/01/2020	10/01/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACC DENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Bloomington 109 E Olive St Bloomington IL 61701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE ROBERT DIEKER - 04041300
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City of Bloomington Schedule A

Department	Location	Make/Mode	Accessories
City Clerk	109 E Olive St	TA6053ci	DP-7110: 270-sheet Dual Scan Processor PF-7110: Dual 1,500-sheet letter drawers DF-7120: 1K Staple Finisher PH-7A: Hole Punch
Finance	109 E Olive St	TA5053ci	DP-7110: 270-sheet Dual Scan Processor PF-7110: Dual 1,500-sheet letter drawers 1503RK2US0: Fax System
PACE Bldg Safety	115 E Washington St	TA5053ci	DP-7110: 270-sheet Dual Scan Processor PF-7110: Dual 1,500-sheet letter drawers DF-7120: 1K Staple Finisher PH-7A: Hole Punch 1503RK2US0: Fax System
PACE Comm. Dev.	115 E Washington St	TA5053ci	DP-7110: 270-sheet Dual Scan Processor PF-7110: Dual 1,500-sheet letter drawers DF-7120: 1K Staple Finisher PH-7A: Hole Punch 1503RK2US0: Fax System
Police Tower	305 S East St	TA5053ci	DP-7110: 270-sheet Dual Scan Processor PF-7110: Dual 1,500-sheet letter drawers 1503RK2US0: Fax System
Water Administration	603 W Division St	TA5053ci	DP-7110: 270-sheet Dual Scan Processor PF-7110: Dual 1,500-sheet letter drawers 1503RK2US0: Fax System
Legal	109 E Olive St	TA4053ci	DP-7110: 270-sheet Dual Scan Processor PF-7110: Dual 1,500-sheet letter drawers 1503RK2US0: Fax System
Parks & Recreation	115 E Washington St	TA4053ci	DP-7110: 270-sheet Dual Scan Processor PF-7100: 2 X 500-sheet adjustable drawers DF-7120: 1K Staple Finisher 1503RK2US0: Fax System 855D200802: Stand
Parks & Recreation (2)		TA4053ci	DP-7110: 270-sheet Dual Scan Processor PF-7100: 2 X 500-sheet adjustable drawers DF-7120: 1K Staple Finisher 1503RK2US0: Fax System 855D200802: Stand
Public Works	115 E Washington St	TA4053ci	DP-7110: 270-sheet Dual Scan Processor PF-7100: 2 X 500-sheet adjustable drawers 1503RK2US0: Fax System
Public Works - Engineering	115 E Washington St	TA4053ci	DP-7110: 270-sheet Dual Scan Processor PF-7100: 2 X 500-sheet adjustable drawers 1503RK2US0: Fax System
Administration	109 E Olive St	TA3253ci	DP-7110: 270-sheet Dual Scan Processor PF-7110: Dual 1,500-sheet letter drawers

Arena Admin		TA3253ci	DP-7110: 270-sheet Dual Scan Processor 855D200802: Stand
BCPA Creativity Center	107 E Chestnut St	TA3253ci	DP-7110: 270-sheet Dual Scan Processor 1503RK2US0: Fax System 855D200802: Stand
Facilities/Parking		TA3253ci	DP-7110: 270-sheet Dual Scan Processor 1503RK2US0: Fax System 855D200802: Stand
Finance - Collections		TA3253ci	DP-7110: 270-sheet Dual Scan Processor 1503RK2US0: Fax System 855D200802: Stand
Fire Station #2	1911 E Hamilton Rd	TA3253ci	DP-7110: 270-sheet Dual Scan Processor 1503RK2US0: Fax System 855D200802: Stand
Fire Station HQ	310 N Lee St	TA3253ci	DP-7110: 270-sheet Dual Scan Processor PF-7110: Dual 1,500-sheet letter drawers 1503RK2US0: Fax System
Human Resources	109 E Olive St	TA3253ci	DP-7110: 270-sheet Dual Scan Processor PF-7110: Dual 1,500-sheet letter drawers 1503RK2US0: Fax System
Information Services	109 E Olive St	TA3253ci	DP-7110: 270-sheet Dual Scan Processor 1503RK2US0: Fax System 855D200802: Stand
Pepsi Ice Center	201 S Roosevelt Ave	TA3253ci	DP-7110: 270-sheet Dual Scan Processor 1503RK2US0: Fax System 855D200802: Stand
Police CID	305 S East St	TA3253ci	DP-7110: 270-sheet Dual Scan Processor 1503RK2US0: Fax System 855D200802: Stand
Police Patrol - Report Writing	305 S East St	TA3253ci	DP-7110: 270-sheet Dual Scan Processor PF-7110: Dual 1,500-sheet letter drawers 1503RK2US0: Fax System
Police Street Crimes	401 1/2 S East St	TA3253ci	DP-7110: 270-sheet Dual Scan Processor 1503RK2US0: Fax System 855D200802: Stand
Water - Lake Blm	25515 Waterside Way, Hudson, IL	TA3253ci	DP-7110: 270-sheet Dual Scan Processor PF-7100: 2 X 500-sheet adjustable drawers 1503RK2US0: Fax System
Fleet	336 S Main St	TA2553ci	DP-7110: 270-sheet Dual Scan Processor 1503RK2US0: Fax System 855D200802: Stand
Parks Maintenance	1813 Springfield Rd	TA2553ci	DP-7110: 270-sheet Dual Scan Processor 1503RK2US0: Fax System 855D200802: Stand
Police Administration	305 S East St	TA2553ci	DP-7110 270-sheet Dual Scan Processor PF-7100: 2 X 500-sheet adjustable drawers 1503RK2US0: Fax System

Solid Waste/Streets	401 S East St	TA2553ci	DP-7110: 270-sheet Dual Scan Processor 855D200802: Stand
The Den	3002 Fox Creek Rd	TA2553ci	DP-7110: 270-sheet Dual Scan Processor 1503RK2US0: Fax System 855D200802: Stand
Water (Old Plant)		TA2553ci	DP-7110: 270-sheet Dual Scan Processor 1503RK2US0: Fax System 855D200802: Stand
Zoo		TA2553ci	DP-7110: 270-sheet Dual Scan Processor 1503RK2US0: Fax System 855D200802: Stand
Information Services - Server Room		P3145DN	
Fire Battalion Chiefs/HQ Watchbooth	310 N Lee St	M6630cidn	
Fire Station #6	4040 E Oakland Ave	M6630cidn	
Highland	1613 S Main St	M6630cidn	
Information Services - Training		M6630cidn	
Police - SGT Office		M6630cidn	PF-5100: 500-sheet Drawer
Police CID - Jack	305 S East St	M6630cidn	
Prairie Vista	502 W Hamilton Rd	M6630cidn	
BCPA Box Office	600 N East St	M3645idn	
Fire Station #3	2301 E Empire St	M3645idn	
Fire Station #4	1705 S Morris Ave	M3645idn	
Lincoln Leisure Center	1206 S Lee St	M3645idn	



PARTNERSHIP PROPOSAL

FOR



Presented by:

Jeff Brock

Phone: 309-663-7012

Emails: jbrock@wattscopy.com

Revised December 30, 2020



City of Bloomington

Account Review

The City of Bloomington is currently utilizing 37 Printers and Multifunction Systems. Data provided by the city shows that average monthly output on these devices is approximately 65,000 b/w images and 70,000 color images per month.

Watts' Premier Plan Overview

Comprehensive Coverage

Watts' program will cover all service, parts, labor, mileage, drums, fusers, maintenance kits, and all supplies including black and color toners, and developer. You will simply need to supply the paper.

Professional Installation & Training

Watts' team will provide professional installation and training and have one of our network integration specialists on site to ensure a smooth implementation of the new devices onto your network. Once your staff begins using the systems, Watts will return for additional training and question/answer sessions as often as needed. All of these services are complimentary as part of our Premier Plan.

Priority 1 Service Responsiveness

Watts' service team is tenured and highly trained and will respond to your service needs promptly and efficiently. On emergency calls where your machine is inoperable, our service team will maintain an on-site average response time of two hours or less.

Proactive Service and Supply Replenishment

Watts' remote monitoring service through Kyocera Fleet Services allows your team to focus on your day to day operations, while our team monitors your devices daily for service alerts, low supply levels and meter counts. Our partnership approach significantly reduces your staff's time dealing with the equipment, ordering supplies, etc.



City of Bloomington

Our Recommendations:

Watts is recommending Kyocera technology to replace the existing fleet. Overall, the Kyocera technology will offer the following benefits:

- Improved device consistency for users—desktop MFP user interface is very similar to full system user interface.
- Long-life consumables with reduced preventative maintenance cycles. Preventative maintenance cycles on the Kyocera full systems is at 600,000 images. Preventative maintenance cycles on the Kyocera desktop MFP's is at 200,000 images.
- Tiered Color Program: Kyocera devices will track color by fill coverage, allowing Watts to invoice you at 3 color tiers, saving money on light-fill color documents like letterhead or printed emails.
- Improved scanning capability including larger document capacity and faster scanning speeds.

Kyocera Fleet Services provides a comprehensive remote monitoring solution that is cost-effective and maximizes device uptime. KFS also provides comprehensive usage data which, over time, can optimize the infrastructure to best meet the needs of the organization. The KFS program offers the following benefits:

- Real-time device diagnostics and alerts
- Convenient firmware updates
- Remote error resolution
- Ongoing monitoring of supply levels
- Fewer on-site visits
- Identifying trends and user requirements
- Right-size devices across your fleet
- Detailed analytics and customizable graphic reports
- Optimize device configuration to meet constantly evolving needs



City of Bloomington

Technology Proposed:

Please refer to enclosed spreadsheet for new equipment detail listing by location.

1 *New Kyocera P3145dn Monochrome Printer*

- 47 pages-per-minute
- One 500-sheet adjustable paper drawer

4 *New Kyocera M3645idn Monochrome MFP's*

- 47 pages-per-minute
- 75-sheet capacity reversing automatic document processor
- 60 images-per-minute scan speed
- One 500-sheet adjustable paper drawer

7 *New Kyocera M6630cidn Color MFP's*

- Copy/Print/Scan/Fax
- 32 pages-per-minute
- 75-sheet capacity reversing automatic document processor
- 60 images-per-minute scan speed
- One 250-sheet adjustable paper drawer

7 *New Kyocera TA-2553ci Color Multifunctional Systems*

- 25 pages-per-minute
- 270-sheet capacity reversing automatic document processor
- 180 images-per-minute scan speed
- See spreadsheet for additional accessories and paper drawer quantities by location

14 *New Kyocera TA-3253ci Color Multifunctional Systems*

- 32 pages-per-minute
- 270-sheet capacity reversing automatic document processor
- 180 images-per-minute scan speed
- See spreadsheet for additional accessories and paper drawer quantities by location



Technology Proposed (continued):

Please refer to enclosed spreadsheet for new equipment detail listing by location.

5 *New Kyocera TA-4053ci Color Multifunctional Systems*

- 40 pages-per-minute
- 270-sheet capacity reversing automatic document processor
- 180 images-per-minute scan speed
- See spreadsheet for additional accessories and paper drawer quantities by location

5 *New Kyocera TA-5053ci Color Multifunctional Systems*

- 50 pages-per-minute
- 270-sheet capacity reversing automatic document processor
- 180 images-per-minute scan speed
- See spreadsheet for additional accessories and paper drawer quantities by location

1 *New Kyocera TA-6053ci Color Multifunctional Systems*

- 60 pages-per-minute
- 270-sheet capacity dual scan document processor
- 180 images-per-minute scan speed
- Two 500-sheet adjustable paper drawers
- Dual 1,500-sheet paper drawers
- 1K staple finisher
- Hole punch
- Fax System



City of Bloomington

Program Details:

60 Month Combined Lease Program with Custom Pricing

<i>Monthly Base Rental Payment</i>	<i>\$2,226.94/month</i>
<i>PaperCut with 5 years of Assurance and Card readers</i>	<i><u>\$ 783.39/month</u></i>
<i>Total</i>	<i>\$3,010.33/month</i>

- Program may be invoiced monthly or quarterly.
- Includes delivery, installation, network onboard assistance and staff training.
- Complimentary packing and removal of any existing equipment for return. Freight cost will be the only expense to the City of Bloomington.
- Includes Watts' Unconditional Machine Replacement Guarantee:
Watts will agree to replace any device that has ongoing service issues that we are unable to resolve in a timely manner. Permanent replacement machine will be a like or better model and will be replaced for the remaining term of the agreement with no contract extensions or cost increases.
- ***Watts agrees to lock in the proposed monthly rental base and the per-click maintenance rates for the entire 5-year agreement.***



City of Bloomington

Full-Coverage Maintenance Program:

Watts will agree to offer a per-click maintenance program with no required minimums per device.

Kyocera TA Series Full Systems:

B/W Images	.0039/per image
Color Images:	
Tier One: Accent Color (< 4% Coverage)	.014/per image
Tier Two: Business Color (4.1% to 10% Coverage)	.028/per image
Tier Three: Dramatic Color (>10% Coverage)	.044/per image

Kyocera M Series Desktop MFP's

B/W Images	.012/per image
Color Images:	
Tier One: Accent Color (< 4% Coverage)	.029/per image
Tier Two: Business Color (4.1% to 10% Coverage)	.049/per image
Tier Three: Dramatic Color (>10% Coverage)	.069/per image

Programs covers all service, parts, labor, mileage, preventative maintenance and maintenance kits, drums, developers and all toners, including color toners. Staples purchased separately.



City of Bloomington

Cost Projection:

This projection uses the average monthly usage data provided by the City of Bloomington and uses industry print coverage averaging to "project" monthly estimated costs under the proposed per-click 3-tier color program. Actual costs under this program will be based on actual usage by device with no required minimum usages per device.

Base Monthly Rental	\$2,226.94/month
B/W Images on Full Systems, Avg. 55,897 per month x .0039 =	\$218.00/month
Color Images on Full Systems: Average 69,193 per month	
Estimating 51% on Tier 1: 35,288 per month x .014 =	\$494.03/month
Estimating 36% on Tier 2: 24,909 per month x .028 =	\$697.45/month
Estimating 13% on Tier 3: 8,995 per month x .044 =	\$395.78/month
 B/W Images on Desktop Devices, Avg. 9,025 per month x .012 =	 \$108.30/month
Color Images on Desktop Devices: Average 390 per month	
Estimating 51% on Tier 1: 199 per month x .029 =	\$5.77/month
Estimating 36% on Tier 2: 140 per month x .049 =	\$6.86/month
Estimating 13% on Tier 3: 51 per month x .069 =	\$3.52/month
 Total Projected Monthly Expenditure	 \$4,156.65/month
 Total Projected 5-Year Expenditure based on current usage data	 \$249,399.00
 Total Projected Monthly Expenditure <u>with PaperCut</u>	 \$4,940.04/month
 Total Projected 5-Year Expenditure based on current usage data <u>with PaperCut</u>	 \$296402.40

DOCUMENTATION INSTRUCTIONS FOR LEASE NUMBER [REDACTED]

The instructions listed below should be followed when completing the enclosed documentation. Documentation completed improperly will delay funding. If you have any questions regarding the instructions or the documentation, please call us.

I. STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT

1. Bank Qualification Section

- Read and check box if appropriate

2. Lessee Signature

- Print name, title, sign and date (must be authorized officer)

II. ATTACHMENT 1 — LEASE PAYMENT SCHEDULE

- Print name, title, sign and date

III. ATTACHMENT 2 — EQUIPMENT DESCRIPTION — (WHEN PROVIDED)

- Print name, title, sign and date

IV. STATE SPECIFIC ADDENDA

Required for: AR, AZ, CO, FL, GA, KS, LA, MI, MN, MS, NC, NJ, NY, OH, OK, & TX

- Print name, title, sign, date and attest when required

V. ACCEPTANCE CERTIFICATE – PLEASE RETAIN UNTIL ALL EQUIPMENT HAS BEEN RECEIVED AND IS IN FULL WORKING ORDER

- Print name, title, sign and date

VI. 8038G OR GC — IRS FORM. Post funding: Form will be sent to you via email to sign and return with an *original* signature.

The enclosed form is a SAMPLE only. The actual 8038G or GC will be completed and sent to you for your signature after closing, with instructions to return the original to us at your earliest convenience. This is being done in accordance with the Internal Revenue Service regulations and is a requirement of this financing.

VII. ADDITIONAL DOCUMENTATION THAT MUST BE SENT PRIOR TO FUNDING — (WHEN APPLICABLE) :

- ☐ Insurance Certificate for Property – List DE LAGE LANDEN PUBLIC FINANCE LLC _____ and/or Its Assigns as "loss payee" to the address listed below. The certificate must also show the physical address where the equipment is located or the phrase "throughout jurisdiction" may be used. Must also list amount being financed.
- ☐ Insurance Certificate for Liability – List DE LAGE LANDEN PUBLIC FINANCE LLC _____ and/or Its Assigns as "additional insured."
- ☒ Vendor invoice listing customer as both bill to and ship to party (to be provided by vendor)
- ☒ Completed Billing Information form
- ☐ Advance payment check made payable to DE LAGE LANDEN PUBLIC FINANCE LLC _____
- ☒ State sales tax exemption certificate
- ☐ Escrow Agreement – Return signed Escrow Agreement Incumbency Certificate & Lessee W9
- ☐ _____
- ☐ _____

ALL DOCUMENTATION SHOULD BE RETURNED VIA FAX OR EMAIL AS FOLLOWS:

Attention: JOY WILLIAMS

Email: JWILLIAMS@LEASEDIRECT.COM

Lease Processing Center
1111 Old Eagle School Road
Wayne, PA 19087
JOY WILLIAMS

De Lage Landen Public Finance LLC

1111 Old Eagle School Road
Wayne, PA 19087

State and Local Government Lease-Purchase Agreement

PHONE: (800) 736-0220

FACSIMILE: (800) 700-4643

LESSEE	Full Legal Name City of Bloomington		Phone Number 3094342622			
	ORA Name (if any)		Purchase Order Requisition Number			
EQUIPMENT INFORMATION	Billing Address 109 E Olive Street		City BLOOMINGTON	State IL	Zip 61701	Send Invoice to Attention of
	Equipment Make	Model No.	Serial Number	Description (Attach Separate Schedule If Necessary)		
	SEE ATTACHMENT 2 EQUIPMENT DESCRIPTION					
Equipment Location (if not same as above) City State Zip						
PAYMENT INFORMATION	Number of Lease Payments 60		Lease Payments See Lease Payment Schedule Attached as Attachment 1			
	Full Lease Term (in Months) 60		Payment Frequency ☒ Monthly ☐ Quarterly ☐ Semiannually ☐ Annually ☐ Other			
		End of Lease Option: \$1				
BANK QUALIFICATION By checking the box below, YOU hereby designate this Lease as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code and represent that the aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501 (c)(3) bonds) issued or to be issued by YOU and YOUR subordinate entities during the calendar year in which WE fund this Lease is not reasonably expected to exceed \$10,000,000. ☐ Bank Qualification Elected						

TERMS & CONDITIONS

Please read YOUR copy of this State and Local Government Lease-Purchase Agreement ("Lease") carefully and feel free to ask US any questions YOU may have about it. Words "YOU" and "YOUR" refer to the "Lessee" and the words "WE," "US" and "OUR" refer to De Lage Landen Public Finance LLC, its successors and assigns, as the "Lessor" of the Equipment.

1. LEASE. WE agree to lease to YOU and YOU agree to lease from US, the equipment listed above (and on any attached schedule) including all replacement parts, repairs, additions and accessories ("Equipment") on the terms and conditions of this Lease and on any attached schedule.

2. TERM. This Lease is effective on the date when the term of this Lease and YOUR obligation to pay rent commence, which date shall be the date that funds are advanced by US to YOU, the vendor of the Equipment or an escrow agent for the purpose of paying or reimbursing all or a portion of the cost of the Equipment (the "Commencement Date") and continues thereafter for an original term ("Original Term") ending at the end of YOUR budget year in effect on the Commencement Date and may be continued by YOU for additional one-year renewal terms ("Renewal Terms") coinciding with YOUR budget year up to the total number of months indicated above as the Full Lease Term provided, however, that at the end of the Original Term and at the end of each Renewal Term until the Full Lease Term has been completed, YOU shall be deemed to have continued this Lease for the next Renewal Term unless YOU shall have terminated this Lease pursuant to Section 5 or Section 17. Lease Payments will be due as set forth on Attachment 1 until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to YOU under this Lease are paid in full. As set forth in the Lease Payment Schedule, a portion of each Lease Payment is paid as, and represents payment of, interest. YOUR obligation to pay the Lease Payments and YOUR other Lease obligations are absolute and unconditional and are not subject to cancellation, reduction, setoff or counterclaim except as provided in Section 5. THIS LEASE IS NON-CANCELABLE EXCEPT AS PROVIDED IN SECTION 5.

3. LATE CHARGES. If a Lease Payment is not made on the date when due, YOU will pay US a late charge at the rate of 18% per annum or the maximum amount permitted by law, whichever is less, from such date.

4. CONTINUATION OF LEASE TERM. YOU currently intend, subject to Section 5, to continue this Lease through the Full Lease Term and to pay the Lease Payments hereunder. YOU reasonably believe that legally available funds in an amount sufficient to make all Lease Payments during the Full Lease Term can be obtained. YOUR responsible financial officer shall do all things lawfully within his or her power to obtain and maintain funds from which the Lease Payments may be made, including making provision for the Lease Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with YOUR applicable procedures and to exhaust all available reviews and appeals if that portion of the budget is not approved. Notwithstanding the foregoing, the decision whether to budget or appropriate funds and to extend this Lease for any Renewal Term is solely within the discretion of YOUR governing body.

5. NONAPPROPRIATION. YOU are obligated only to pay such Lease Payments under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose during YOUR then current budget year. If YOU fail to appropriate or otherwise make available funds to pay the Lease Payments required to be paid in the next occurring Renewal Term, this Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. YOU agree to deliver written notice to US of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term of this Lease beyond the then current Original Term or Renewal Term. If this Lease is terminated in accordance with this Section, YOU agree, at YOUR cost and expense, to peacefully deliver the Equipment to US at the location or locations specified by US.

6. WARRANTIES. WE are leasing the Equipment to YOU "AS-IS" and WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WE transfer to YOU, without recourse, for the term of this Lease all warranties, if any, made by the manufacturer. YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE AND, EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS LEASE OR THE EQUIPMENT. WE SHALL NOT BE LIABLE FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THE LEASE WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR THE EQUIPMENT MANUFACTURER.

7. DELIVERY AND ACCEPTANCE. YOU ARE RESPONSIBLE, AT YOUR OWN COST, TO ARRANGE FOR THE DELIVERY AND INSTALLATION OF THE EQUIPMENT (UNLESS THOSE COSTS ARE INCLUDED IN THE COSTS OF THE EQUIPMENT TO US). IF REQUESTED, YOU WILL SIGN A SEPARATE EQUIPMENT DELIVERY AND ACCEPTANCE CERTIFICATE. WE MAY AT OUR DISCRETION

(Terms and Conditions continued on the reverse side of this Lease.)

LESSEE SIGNATURE	YOU agree to all of the Terms and Conditions contained in both sides of this Lease, and in any attachments to same (all of which are included by reference) and become part of this Lease. YOU acknowledge to have read and agreed to all the Terms and Conditions.		Date: 6-17	
	The Equipment is: ☒ NEW ☐ USED			
	Signature: _____		Date: _____	
	Title: _____			
	Print Name: _____			
Legal Name of Corporation: City of Bloomington				
(LEASE MUST BE SIGNED BY AUTHORIZED OFFICIAL OF LESSEE)				
LESSOR	Print Name: D. ANA Di Pietro		Date: 6-17	
	Title: Authorized Signatory			
	For: DE LAGE LANDEN PUBLIC FINANCE LLC			
	Lease Number: _____			
	Lease Date: MARCH 3, 2021			
Vendor ID Number: 103563-0001				

CONFIRM BY TELEPHONE THAT YOU HAVE ACCEPTED THE EQUIPMENT AND THAT TELEPHONE VERIFICATION OF YOUR ACCEPTANCE OF THE EQUIPMENT SHALL HAVE THE SAME EFFECT AS A SIGNED DELIVERY AND ACCEPTANCE CERTIFICATE.

8. TITLE, PERSONAL PROPERTY, LOCATION, INSPECTION, NO MODIFICATIONS OR ALTERATIONS. YOU have title to the Equipment; provided that title to the Equipment will immediately and without any action by YOU vest in US, and YOU shall immediately surrender possession of the Equipment to US, (a) upon any termination of this Lease other than termination pursuant to Section 17 or (b) if YOU are in default of this Lease. It is the intent of the parties hereto that any transfer of title to US pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. YOU shall, nevertheless, execute and deliver any such instruments as WE may request to evidence such transfer. As security for YOUR obligations hereunder, WE retain a security interest in the Equipment and all proceeds thereof. YOU have the right to use the Equipment during the term of this Lease, except as otherwise expressly set forth in this Lease. Although the Equipment may become attached to real estate, it remains personal property. YOU agree not to alter or modify the Equipment or permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. If WE feel it is necessary, YOU agree to provide US with waivers of interest or liens from anyone claiming any interest in the real estate on which any items of Equipment is located. WE also have the right, at reasonable times, to inspect the Equipment.

9. MAINTENANCE. YOU are required, at YOUR own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and YOU will supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become OUR property. YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR PROVIDING ANY REQUIRED MAINTENANCE AND/OR SERVICE FOR THE EQUIPMENT. YOU WILL MAKE ALL CLAIMS FOR SERVICE AND/OR MAINTENANCE SOLELY TO THE SUPPLIER AND/OR MANUFACTURER AND SUCH CLAIMS WILL NOT AFFECT YOUR OBLIGATION TO MAKE ALL REQUIRED LEASE PAYMENTS.

10. ASSIGNMENT. YOU AGREE NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT. YOU agree that WE may sell, assign or transfer this Lease and, if WE do, the new owner will have the same rights and benefits that WE now have and will not have to perform any of OUR obligations and the rights of the new owner will not be subject to any claims, counterclaims, defenses or set-offs that YOU may have against US. YOU hereby appoint Municipal Registrar Services (the "Registrar") as YOUR agent for the purpose of maintaining a written record of each assignment in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended. No such assignment shall be binding on YOU until the Registrar has received written notice from the assignor of the name and address of the assignee.

11. LOSS OR DAMAGE. YOU are responsible for the risk of loss or destruction of, or damage to the Equipment. No such loss or damage relieves YOU from any obligation under this Lease. If any of the Equipment is damaged by fire or other casualty or title to, or the temporary use of, any of the Equipment is taken under the exercise of the power of eminent domain, the net proceeds ("Net Proceeds") of any insurance claim or condemnation award will be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless YOU have exercised YOUR option to purchase the Equipment pursuant to Section 17. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to YOU.

12. LESSEE'S NEGLIGENCE. To the extent permitted by law, and without waiver of any of YOUR sovereign immunity rights, YOU assume all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property, whether such injury or death be with respect to YOUR agents or employees or of third parties, and whether such property damage be to YOUR property or the property of others, which is proximately caused by the negligent conduct of YOU, YOUR officers, employees and agents.

13. TAXES. YOU agree to pay all applicable license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment (except those based on OUR net income). YOU agree that if WE pay any taxes or charges, YOU will reimburse US for all such payments and will pay US interest and a late charge (as calculated in Section 3) on such payments with the next Lease Payment, plus a fee for OUR collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities.

14. INSURANCE. During the term of this Lease, YOU will keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost of the Equipment, without deductible and without co-insurance. YOU will also obtain and maintain for the term of this Lease, comprehensive public liability insurance covering both personal injury and property damage of at least \$100,000 per person and \$300,000 per occurrence or bodily injury and \$50,000 for property damage. WE will be the sole named loss payee on the property insurance and named as an additional insured on the public liability insurance. YOU will pay all premiums for such insurance and must deliver proof of insurance coverage satisfactory to US. If YOU do not provide such insurance, YOU agree that WE have the right, but not the obligation, to obtain such insurance and add an insurance fee to the amount due from you, on which we make a profit.

15. DEFAULT. Subject to Section 5, YOU are in default of this Lease if any of the following occurs: (a) YOU fail to pay any Lease Payment or other sum when due; (b) YOU breach any warranty or other obligation under this Lease, or any other agreement with US; (c) YOU become insolvent or unable to pay YOUR debts when due, YOU make an assignment for the benefit of creditors or YOU undergo a substantial deterioration in YOUR financial condition; or (d) YOU file or have filed against YOU a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for YOU or a substantial part of YOUR assets.

16. REMEDIES. WE have the following remedies if YOU are in default of this Lease: WE may declare the entire balance of the unpaid Lease Payments for the then current Original Term or Renewal Term immediately due and payable; sue for and receive all Lease Payments and any other payments then accrued or accelerated under this Lease; charge YOU interest on all monies due US at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; charge YOU a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned for any reason; and require that YOU return the Equipment to US and, if YOU fail to return the Equipment, enter upon the premises peaceably with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of this Lease unless WE expressly notify YOU in writing. If the Equipment is returned or repossessed by US and unless WE have terminated this Lease, WE will sell or re-rent the Equipment to any persons with any terms WE determine, at one or more public or private sales, with or without notice to YOU, and apply the net proceeds after deducting the costs and expenses of such sale or re-rent, to YOUR obligations with YOU remaining liable for any deficiency and with any excess over the amounts described in this Section plus the then applicable Purchase Price to be paid to YOU. YOU are also required to pay (i) all expenses incurred by US in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorneys' fees.

17. PURCHASE OPTION. Provided YOU are not in default, YOU shall have the option to purchase all but not less than all of the Equipment (a) on the date the last Lease Payment is due (assuming this Lease is renewed at the end of the Original Term and each Renewal Term), if this Lease is still in effect on that day, upon payment in full of Lease Payments and all other amounts then due and the payment of One Dollar to US; (b) on the last day of the Original Term or any Renewal Term then in effect, upon at least 60 days' prior written notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule; or (c) if substantial damage to or destruction or condemnation of substantially all of the Equipment has occurred, on the day specified in YOUR written notice to US of YOUR exercise of the purchase option upon at least 60 days' prior notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule.

18. REPRESENTATIONS AND WARRANTIES. YOU warrant and represent as follows: (a) YOU are a public body corporate and politic duly organized and existing under the constitution and laws of YOUR State with full power and authority to enter into this Lease and the transactions contemplated hereby and to perform all of YOUR obligations hereunder; (b) YOU have duly authorized the execution and delivery of this Lease by proper action by YOUR governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Lease; (c) YOU have complied with such public bidding requirements as may be applicable to this Lease and the acquisition by YOU of the Equipment; (d) all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by YOU of this Lease or in connection with the carrying out by YOU of YOUR obligations hereunder have been obtained; (e) this Lease constitutes the legal, valid and binding obligation of YOU enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (f) YOU have, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year and to meet YOUR other obligations under this Lease for the current budget year, and those funds have not been expended for other purposes; (g) the Equipment is essential to YOUR functions or to the services YOU provide to YOUR citizens, YOU have an immediate need for the Equipment and expect to make immediate use of the Equipment, YOUR need for the Equipment is not temporary and YOU do not expect the need for any item of the Equipment to diminish in the foreseeable future, including the Full Lease Term, and the Equipment will be used by YOU only for the purpose of performing one or more of YOUR governmental or proprietary functions consistent with the permissible scope of YOUR authority and will not be used in the trade or business of any other entity or person; and (h) YOU have never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement.

19. UCC FILINGS AND FINANCIAL STATEMENTS. YOU authorize US to file a financing statement with respect to the Equipment. If WE feel it is necessary, YOU agree to submit financial statements (audited if available) on a quarterly basis.

20. "INTENTIONALLY OMITTED"

21. TAX EXEMPTION. YOU will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including without limitation Sections 103, 141, 148 and 149 thereof, and the applicable regulations thereunder to maintain the exclusion of the interest portion of the Lease Payments from gross income for purposes of federal income taxation. YOU acknowledge that these provisions of the Code provide restrictions on the use of the Equipment and the expenditure and investment of money related to this Lease. YOU agree to insure the timely and accurate filing of IRS Form 8038-G or Form 8038-GC, as applicable, as required by the Code, and will fully cooperate with US to insure such timely and accurate filing.

22. BANK QUALIFICATION. If YOU checked the "Bank Qualification Elected" box on the front page of this Lease YOU and all YOUR subordinate entities will not issue in excess of \$10,000,000 of qualified tax-exempt obligations (including this Lease but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year in which WE fund this Lease without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to US that the designation of this Lease as a "qualified tax-exempt obligation" will not be adversely affected.

23. CHOICE OF LAW; JURY TRIAL WAIVER. This Lease shall be governed and construed in accordance with the laws of the state where YOU are located. To the extent permitted by law, YOU agree to waive YOUR rights to a jury trial.

24. ENTIRE AGREEMENT; SEVERABILITY; WAIVERS. This Lease contains the entire agreement and understanding. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of this Lease which for any reason may be held unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Lease. THIS LEASE IS NOT INTENDED FOR TRANSACTIONS WITH AN EQUIPMENT COST OF LESS THAN \$1,000.

25. ROLE OF LESSOR. WE have not acted and will not act as a fiduciary for YOU or as YOUR agent or municipal advisor. WE have not and will not provide financial, legal, tax, accounting or other advice to YOU or to any financial advisor or placement agent engaged by YOU with respect to this Lease. YOU, YOUR financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Lease from its own advisors (including as it relates to structure, timing, terms and similar matters).

26. ELECTRONIC TRANSACTIONS. WE, in our sole discretion, may permit YOU to electronically copy and/or deliver by telecopier or other electronic means of transmission an executed counterpart of this Lease, and any document, schedule, amendment, addendum, supplement or agreement related hereto or executed in connection herewith, with the exception of IRS Form 8038-GC or IRS Form 8038-G, as applicable, which YOU must execute using an original, manual signature (not e-Signature). By so copying and/or delivering any such document, YOU hereby represent and agree (a) that such transmission constitutes due delivery of such executed document, (b) that the counterpart of such executed document as printed by the recipient, including YOUR signature thereon, shall be deemed to constitute an original and shall be admissible in any court or other legal proceeding as an original, and (c) to deliver to US, promptly on request, such document bearing YOUR original "wet ink" signature; provided that neither delivery nor failure to deliver the document bearing YOUR original "wet ink" signature shall limit or modify the representations and agreements set forth in clauses (a) and (b). This Lease, including any document, schedule, amendment, addendum, supplement or agreement related hereto or executed in connection herewith, with the exception of IRS Form 8038-GC or IRS Form 8038-G, as applicable, may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of the Lease by YOU when manually countersigned by US or attached to OUR original signature counterpart and/or in OUR possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At OUR option, WE may require a manual signature.

ATTACHMENT 1**STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT****Lease Payment Schedule**LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLCLESSEE: City of BloomingtonLEASE NUMBER: LEASE DATE: MARCH 3, 20 21

Lease Payments are due on each periodic anniversary of the Commencement Date that occurs during the Full Lease Term until all of the payments set forth below have been received by US. The period for each periodic anniversary is MONTHLY as specified in the Payment Frequency box of this Lease. If the Commencement Date occurs on the 29th, 30th or 31st day of any month, the periodic anniversary will be deemed to occur on the 1st day of the month, commencing on the 1st day of the SECOND succeeding month after the month of such Commencement Date.

Payment Number	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
Loan	0	0.00	0.00	168,570.62	-
1	3,010.33	386.36	2,623.97	165,946.65	170,925.05
2	3,010.33	380.35	2,629.98	163,316.67	168,216.17
3	3,010.33	374.32	2,636.01	160,680.66	165,501.08
4	3,010.33	368.28	2,642.05	158,038.61	162,779.77
5	3,010.33	362.22	2,648.11	155,390.50	160,052.22
6	3,010.33	356.15	2,654.18	152,736.32	157,318.41
7	3,010.33	350.07	2,660.26	150,076.06	154,578.34
8	3,010.33	343.97	2,666.36	147,409.70	151,831.99
9	3,010.33	337.86	2,672.47	144,737.23	149,079.35
10	3,010.33	331.73	2,678.60	142,058.63	146,320.39
11	3,010.33	325.60	2,684.73	139,373.90	143,555.12
12	3,010.33	319.44	2,690.89	136,683.01	140,783.50
13	3,010.33	313.27	2,697.06	133,985.95	138,005.53
14	3,010.33	307.09	2,703.24	131,282.71	135,221.19
15	3,010.33	300.90	2,709.43	128,573.28	132,430.48
16	3,010.33	294.69	2,715.64	125,857.64	129,633.37
17	3,010.33	288.46	2,721.87	123,135.77	126,829.84
18	3,010.33	282.22	2,728.11	120,407.66	124,019.89
19	3,010.33	275.97	2,734.36	117,673.30	121,203.50
20	3,010.33	269.70	2,740.63	114,932.67	118,380.65
21	3,010.33	263.42	2,746.91	112,185.76	115,551.33
22	3,010.33	257.13	2,753.20	109,432.56	112,715.54
23	3,010.33	250.82	2,759.51	106,673.05	109,873.24
24	3,010.33	244.49	2,765.84	103,907.21	107,024.43
25	3,010.33	238.15	2,772.18	101,135.03	104,169.08
26	3,010.33	231.80	2,778.53	98,356.50	101,307.20
27	3,010.33	225.43	2,784.90	95,571.60	98,438.75
28	3,010.33	219.05	2,791.28	92,780.32	95,563.73
29	3,010.33	212.65	2,797.68	89,982.64	92,682.12
30	3,010.33	206.24	2,804.09	87,178.55	89,793.91
31	3,010.33	199.81	2,810.52	84,368.03	86,899.07
32	3,010.33	193.37	2,816.96	81,551.07	83,997.60
33	3,010.33	186.91	2,823.42	78,727.65	81,089.48
34	3,010.33	180.44	2,829.89	75,897.76	78,174.69
35	3,010.33	173.96	2,836.37	73,061.39	75,253.23
36	3,010.33	167.46	2,842.87	70,218.52	72,325.08

Sales tax of \$0.00 is included in the financed amount shown above.

Lessee Signature: _____ Date: _____

Print Name: _____ Title: _____

ATTACHMENT 1**STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT****Lease Payment Schedule**LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLCLESSEE: City of BloomingtonLEASE NUMBER: LEASE DATE: MARCH 3, 20 21

Lease Payments are due on each periodic anniversary of the Commencement Date that occurs during the Full Lease Term until all of the payments set forth below have been received by US. The period for each periodic anniversary is MONTHLY, as specified in the Payment Frequency box of this Lease. If the Commencement Date occurs on the 29th, 30th or 31st day of any month, the periodic anniversary will be deemed to occur on the 1st day of the month, commencing on the 1st day of the SECOND succeeding month after the month of such Commencement Date.

Payment Number	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
37	3,010.33	160.94	2,849.39	67,369.13	69,390.20
38	3,010.33	154.41	2,855.92	64,513.21	66,448.61
39	3,010.33	147.86	2,862.47	61,650.74	63,500.26
40	3,010.33	141.30	2,869.03	58,781.71	60,545.16
41	3,010.33	134.73	2,875.60	55,906.11	57,583.29
42	3,010.33	128.14	2,882.19	53,023.92	54,614.64
43	3,010.33	121.53	2,888.80	50,135.12	51,639.17
44	3,010.33	114.91	2,895.42	47,239.70	48,656.89
45	3,010.33	108.27	2,902.06	44,337.64	45,667.77
46	3,010.33	101.62	2,908.71	41,428.93	42,671.80
47	3,010.33	94.95	2,915.38	38,513.55	39,668.96
48	3,010.33	88.27	2,922.06	35,591.49	36,659.23
49	3,010.33	81.57	2,928.76	32,662.73	33,642.61
50	3,010.33	74.86	2,935.47	29,727.26	30,619.08
51	3,010.33	68.13	2,942.20	26,785.06	27,588.61
52	3,010.33	61.39	2,948.94	23,836.12	24,551.20
53	3,010.33	54.63	2,955.70	20,880.42	21,506.83
54	3,010.33	47.86	2,962.47	17,917.95	18,455.49
55	3,010.33	41.07	2,969.26	14,948.69	15,397.15
56	3,010.33	34.26	2,976.07	11,972.62	12,331.80
57	3,010.33	27.44	2,982.89	8,989.73	9,259.42
58	3,010.33	20.60	2,989.73	6,000.00	6,180.00
59	3,010.33	13.75	2,996.58	3,003.42	3,093.52
60	3,010.33	6.91	3,003.42	0.00	-
Grand Totals	180,619.80	12,049.18	168,570.62		-

Lessee Signature: _____ Date: _____

Print Name: _____ Title: _____

ATTACHMENT 2**STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT
EQUIPMENT DESCRIPTION**LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLCLESSEE: City of BloomingtonLEASE NUMBER: [REDACTED]LEASE DATE: MARCH 3, 20 21

Quantity	Description/Serial No./Model No.	Location
14	KYOCERA TA-3253ci	
4	KYOCERA M3645idn	
1	KYOCERA TA-6053ci	
5	KYOCERA TA-5053ci	
7	KYOCERA M6630cidn	
7	KYOCERA TA-2553ci	
1	KYOCERA P3145dn	
5	KYOCERA TA-4053ci	
WITH ATTACHMENTS		

LESSEE Signature: _____ Date: _____

Print Name: _____ Title: _____

BILLING INFORMATION

PLEASE COMPLETE THIS FORM AND RETURN WITH DOCUMENTS

In order for DE LAGE LANDEN PUBLIC FINANCE LLC to properly bill and credit your account, it is necessary that you complete this form and return it with the signed documents.

Billing Name: _____

If you would like your invoices emailed to you in place of regular mail, please provide an email address(es) below:

***YOUR INVOICES WILL BE EMAILED FROM INVOICEDelivery@PAYEREXPRESS.COM**
Subject line will read: Your Lease Direct Invoice is ready to view online!

Billing Address: _____

Attention: _____

Telephone Number: _____

FEDERAL TAX ID#: _____

Lease/Contract Signer Name: _____ Date of Birth: _____ (only provide if requested)

SPECIAL INSTRUCTIONS

Do you require a Purchase Order Number on the invoice? If yes, please provide PO# _____ ☐ YES ☐ NO

Is a new purchase order required for each new fiscal period? ☐ YES ☐ NO

If yes, provide month/year PO expires _____

Are you sales tax exempt? If yes, please attach a copy of exempt certificate or direct pay permit. ☐ YES ☐ NO

Do you require any special information to establish a vendor number for _____? ☐ YES ☐ NO

If yes, please advise: _____

Additional Comments: _____

CONTACT INFORMATION AND QUESTIONNAIRE FOR FORM 8038-G FILINGS (required for all State and Local Government transactions)

Contact Name: _____

Title: _____

Contact Address: _____

Contact Telephone Number: _____

Email Address: _____

Written Tax Compliance Procedures

The IRS Form 8038-G asks specific questions about whether written procedures exist with regard to compliance with the federal tax requirements for tax-exempt obligations. Please answer the following questions to help us complete the form correctly prior to your signature. **Please note that your answers to these questions will not impact the terms or conditions of the subject transaction:**

1. Has the Lessee established written procedures designed to monitor compliance with federal tax restrictions for the term of the lease? Among other matters, the written procedures should identify a particular individual within Lessee's organization to monitor compliance with the federal tax requirements related to use of the financed assets and describe actions to be taken in the event failure to comply with federal tax restrictions is contemplated or discovered.

YES ☐ NO ☐ If YES, please attach/provide a copy.

Answer the following question only if proceeds of the current financing will be funded to an ESCROW Account.

The IRS Form 8038-G asks specific questions about written procedures to monitor the yield on the investment of gross proceeds of tax-exempt obligations and, as necessary, make payments of arbitrage rebate earned to the United States.

2. Has the Lessee established written procedures to monitor the yield on the investment of proceeds of the Lease on deposit in an escrow account or similar fund prior to being spent and to ensure that any positive arbitrage rebate earned is paid to the United States?

YES ☐ NO ☐ If YES, please attach/provide a copy.

If you have further questions, please consult your regular bond or legal counsel.



COPY SYSTEMS, INC.

"where service is more than a promise"

Corporate Office
2860 Stanton Avenue
Springfield, IL 62703
(217) 529-6697
www.wattscopy.com

Equipment Maintenance Agreement

Deliver To:
City of Bloomington
109 East Olive Street
Bloomington, IL 61701

Bill To:
City of Bloomington
109 East Olive Street
Bloomington, IL 61701

SEE REVERSE SIDE FOR
TERMS AND CONDITIONS

Date: 03/03/2021

CUSTOMER NO.

CUSTOMER P.O. NO.

REPRESENTATIVE

Jeff Brock /amv

ORDERED

PRODUCT NO.

DESCRIPTION

UNIT PRICE

AMOUNT

SEE ATTACHED SCHEDULE A

CONTRACT TYPE: Maintenance Agreement

CONTRACT COVERAGE: Includes all service, parts, labor, mileage, drums, fuser rollers, **black/color toner**, **black/color developer** and preventative maintenance.

BEGINNING DATE: DATE OF INSTALL

ENDING DATE: 60 MONTHS FROM DATE OF INSTALL

TA Systems: All b/w images billed **monthly** at \$ **0039** each.

All three-tier color images billed **monthly** at:

Tier 1 (0-4%) \$0.014 each.

Tier 2 (4.1-10%) \$0.028 each.

Tier 3 (10.1%+) \$0.044 each.

M Systems: All b/w images billed **monthly** at \$ **012** each.

All three-tier color images billed **monthly** at:

Tier 1 (0-4%) \$0.029 each.

Tier 2 (4.1-10%) \$0.049 each.

Tier 3 (10.1%+) \$0.069 each.

Meter readings will be received by either machine remotely or by customer sent into Watts Corporate.

This contract does not cover damage due to operator error, power surge, lightning, negligence, abuse, misuse or if equipment is serviced by anyone other than an authorized representative. The equipment specified under this contract will perform within specifications given by the manufacturer with supplies which have been proven and tested by us. If source of supplies is other than Watts Copy Systems, Inc., and if such supplies result in a service call or are clearly not compatible with the equipment, then the coverage under this agreement may not apply.

MAINTENANCE AGREEMENT MUST BE PAID WITHIN 30 DAYS. IF NOT PAID, LABOR, PARTS, AND SUPPLIES MAY BE BILLABLE FROM EFFECTIVE DATE OF CONTRACT. ADMINISTRATION FEE OF \$25.00 CHARGES FOR REINSTATEMENT AFTER CANCELLATION.

SIGNATURE (MUST BE SIGNED BY AN AUTHORIZED
CORPORATE OFFICER, PARTNER, OR PROPRIETOR)

SIGNATURE – ACCEPTED BY WATTS COPY SYSTEMS, INC.

KARI ALLEN CORPORATE SEC & TRES

TITLE

DATE

PRINT NAME

Decision Maker: MARK OWENS	Phone: 309-434-2622	Email: mowens@cityblm.org
Accounting:	Phone:	Email:
Key Op:	Phone:	Email:
IT Contact:	Phone:	Email:

1. **Maintenance Services:** During the term hereof Dealer will repair or replace in accordance with the terms and conditions of this Agreement any part of the Equipment which becomes unserviceable due to normal usage (other than consumable supplies, unless such coverage is specified on the front of this agreement). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used; all parts removed due to replacement will become the property of the Dealer. Maintenance services provided by Dealer under this Agreement do not include the following:
 - a) Repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications).
 - b) Repairs made necessary by service performed by persons other than Dealer.
 - c) Additional service calls or work which the Customer requests to be performed outside regular business hours.
 - d) Shop repair, reconditioning, rebuilding, overhaul or modification of the Equipment.
 - e) Provision or replacement of consumable supplies such as paper, staples or toner (unless such coverage is specified on the front of this agreement).
2. **Performance of Maintenance Services:** Maintenance services as described in paragraph 1 hereof will be provided at the Customer's place of business where the Equipment is located indicated on the face hereof Monday through Friday except holidays during the hours of 8:00 a.m. to 5:00 p.m. Preventative maintenance for the Equipment will be provided determined by Dealer. Remedial maintenance will be provided after notification by Customer that the Equipment is inoperative.
3. **Payment Terms:** Payment of the maintenance fee is due in accordance to the same terms of your Lease/Cost-Per-Image/Rental agreement. If this maintenance program is for annual coverage on customer-owned equipment, payment terms are net 30 from the invoice date. If an invoice remains unpaid after 30 days, the maintenance fee becomes delinquent. You agree to pay a late charge of 10% of any payment which is delinquent or, if less, the maximum late charge allowed by applicable law. You agree to pay a charge of \$25.00 for each check returned for non-sufficient funds or other reasons.
4. **Customer Obligation:** Customer agrees to provide a suitable place for use (including suitable electric service and a EMI/RFI/Surge/Modem/Network Protection) as specified by the manufacturer. Customer will provide adequate facilities for use by maintenance personnel in connection with the maintenance of the Equipment as described in paragraph 1 hereof. These facilities will be within a reasonable distance of the Equipment to be serviced and will be provided at no extra charge. Customer will provide a key operator for the Equipment for each shift of operation and make available operators for instruction in use and care of the Equipment.
5. **Default:** You will be in default under this Agreement if you (a) fail to pay the annual maintenance fee in full within 30 days of the execution and acceptance of this Agreement by Dealer or make any other payment when due under this Agreement; (b) fail to make payment when due on any other indebtedness you owe to us arising independently of this Agreement; (c) fail to perform or observe any term or condition contained in this Agreement, or any other instrument or document executed in connection with this Agreement; or (d) become insolvent (however defined), cease doing business as an ongoing concern, make an assignment for the benefit of creditors, or cause a petition for receiver or in bankruptcy to be filed by or against you (including a petition for reorganization or an arrangement). If you are in default under this Agreement, Dealer shall have the right to exercise concurrently or separately, and without any election or remedies to be deemed made, the following remedies: to sue for and recover from you all amounts due and owing with or without terminating this Agreement; to terminate this Agreement and sue for and recover from you the actual cost at prevailing rates for labor, parts and supplies provided to you under this Agreement from the effective date of this Agreement through the date of termination; and to pursue any other remedy at law or in equity.
6. **Charges:** The maintenance charges hereunder will be payable by the Customer in accordance to the terms of this agreement and any associated Lease/Cost-Per-Image/Rental agreements. The transfer of Equipment from the location indicated on the face hereof to any location not within an established service area will be charged at prevailing rates. Taxes (other than taxes measured by income) with respect to maintenance services including the supply of parts hereunder will be the responsibility of Customer. You agree that the base payment amount (if applicable) and the per-image charges and/or excess per-image charges may be proportionately increased at any time if our estimated average page coverage is exceeded. After the end of the first year of this agreement and not more than once each successive twelve-month period thereafter, the base payment amount, if applicable, and the per-image charge may be increased by a maximum of 10% of the then existing payment or charge.
7. **Attorneys' Fees and Costs:** You shall pay Dealer all costs and expenses, including reasonable attorneys' fees, incurred by Dealer in exercising any of its rights or remedies hereunder or enforcing any terms, conditions or provisions hereof.
8. **Limitations and Liability:** Dealer makes no warranties, express implied, as to any matter whatsoever, including without limitation, the condition of the equipment, parts and services provided under this Agreement and Customer hereby expressly disclaims any express or implied warranties with respect thereto, including without limitation, any implied warranties of merchantability, or fitness for a particular purpose. In no event shall Dealer be liable to Customer for any incidental, indirect, consequential, punitive or special damages (including but not limited to damages to business reputation, lost business, or lost profits), whether foreseeable or not and however caused. Dealer shall not be liable for non-performance caused by circumstances beyond its control including but not limited to, work stoppages, fire, civil disobedience, war, terrorism, riots and acts of God. Customer agrees that Dealer's total liability to Customer for damages suffered in connection with, or arising out of, this Agreement, regardless of whether any such liability is based upon contract, tort or other basis, shall be limited to an amount not to exceed the maintenance fee owed under this Agreement for a twelve-month period.
9. **Termination and Reinstatement:** This Agreement may be terminated by Dealer at any time upon 30 days written notice to Customer, unless it is terminated by Dealer because Customer is in default, in which case it may be terminated immediately by written notice. If this Agreement is terminated by Dealer because Customer is in default for failing to pay the maintenance fee, Customer may reinstate this Agreement if within 30 days of termination, Customer pays Dealer the maintenance fee in full plus any late charges and a reinstatement fee of \$25.00.
10. **Assignment:** This Agreement is not assignable. Any attempt to assign or transfer any of the rights, duties or obligations hereof is void.
11. **Term:** This Agreement shall become effective as of the effective date indicated on the face hereof upon acceptance by Dealer and continue in effect for each unit of Equipment until the expiration of the time or copy limit indicated on the face hereof (the "initial term"). After the expiration of the initial term, this Agreement may be renewed upon the express, written, mutual agreement of both parties hereto.
12. **Waiver:** Any failure by either party to require conformity to all provisions hereof shall not be deemed a waiver of future conformity to such provisions.
13. **Freight/Fuel/Handling charge will apply.**
14. **Governing Law and Venue:** This Agreement shall be subject to and governed by the laws of the State of Illinois. Any action or proceeding arising out of or which is directly or indirectly related to this Agreement shall be commenced and maintained only in courts located in McLean County, Illinois. Each party, by their respective execution of this Agreement, consents and submits to the jurisdiction of any state or federal court located within McLean County, Illinois. Each party waives any right that the party may otherwise have to transfer or change the venue of any action or proceeding brought against that party by the other party to this Agreement which arises out of or is directly or indirectly related to this Agreement.
15. **Indemnity and Hold Harmless:** To the fullest extent permitted by law, the Customer shall and agrees to indemnify Dealer against, and hold Dealer harmless from, any claims, losses, actions, suits, proceedings, costs, expenses, damages, and liabilities (including but not limited to negligence, tort, and strict liability) and any and all costs and expenses in connection therewith, including reasonable attorney's fees and costs, arising out of, connected with, the maintenance, repair, inspection, use, operation and possession of the equipment by Customer. Customer recognizes and agrees that included in this indemnity clause, but not by way of limitation, is Customer's assumption of any and all liability for injury, disability and death of workmen and other persons caused by the maintenance, repair, use, operation, possession, control, handling, or transportation of the equipment during the term of this Agreement.
16. **Severability:** Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement or the application thereof to any person, entity or circumstances shall be invalid, illegal or unenforceable to any extent, the remainder of the Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.
17. **Coverages/Inclusions:** Parts, components, labor and consumables covered under this agreement will be detailed on the front of this agreement. Any items not detailed as covered under this agreement may be excluded from this agreement and chargeable to the customer. If this agreement stipulates specific coverage for consumables (such as toner), the allotment of these supplies will be based on usage by actual meter counts from the covered device. The manufacturer specifically stipulates usage yields for each consumable item based on industry standards regarding document fill/print coverage. The Dealer will utilize the manufacturer's projected yield compared to the covered device's usage to determine the proper quantity of supplies to be provided under this agreement. Any consumables requested by the customer that exceed the allotment based on the actual usage compared to the manufacturer's projected yields will be chargeable to the customer.
18. **Entire Agreement:** The foregoing terms and conditions and those contained in prevailing price lists described herein constitute the entire agreement between Customer and Dealer with respect to its subject, irrespective of inconsistent or additional terms and conditions in Customer's purchase orders or other documents of Customer. All other prior agreements, proposals, and understandings with respect to the subject matter of this Agreement are merged herein, and there are no premises, terms, conditions or obligations with respect thereto other than those contained herein. This Agreement may be amended only by written instrument executed by both parties.

This contract does not cover damage due to operator error, power surges, lightning, negligence, abuse, misuse or if equipment is serviced by anyone other than an authorized representative. The equipment specified under this contract will perform within specifications given by the manufacturer with supplies which have been proven and tested by us. If source of supplies is other than Watts Copy Systems, Inc., and if such supplies result in a service call or are clearly not compatible with the equipment, then the coverage under this agreement may not apply. This contract is null and void unless paid within 30 days.



REGULAR AGENDA ITEM NO. 10.B

FOR COUNCIL: March 22, 2021

SPONSOR: Public Works Department and Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Presentation and discussion of the Solid Waste Program, as requested by the Public Works Department and the Administration Department.

RECOMMENDED MOTION:

None; presentation only.

STRATEGIC PLAN LINK:

- Goal 6. Prosperous Downtown Bloomington
- Goal 5. Great Place - Livable, Sustainable City
- Goal 4. Strong Neighborhoods
- Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

- Objective 6a. More beautiful, clean Downtown area
- Objective 5e. More attractive city: commercial areas and neighborhoods
- Objective 5c. Incorporation of "Green Sustainable" concepts into City's development and plans
- Objective 5b. City decisions consistent with plans and policies
- Objective 5a. Well-planned City with necessary services and infrastructure
- Objective 4f. Residents increasingly sharing/taking responsibility for their homes and neighborhoods
- Objective 1d. City services delivered in the most cost-effective, efficient manner
- Objective 1b. Reserves consistent with city policies
- Objective 1a. Budget with adequate resources to support defined services and level of services

BACKGROUND: Public Works will provide a presentation and discussion on the Solid Waste Program. The presentation will be made available at the meeting.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

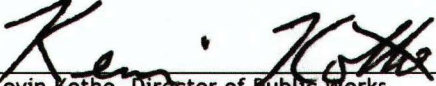
FINANCIAL IMPACT: N/A

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 the regional level.

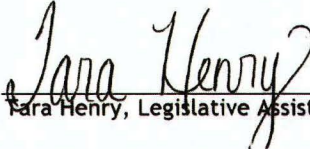
Respectfully submitted for Council consideration.

Prepared by: Michael Hill, Management Analyst

Reviewed by:

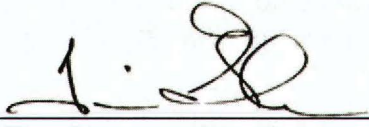

Kevin Kothe, Director of Public Works

3/3/2021


Tara Henry, Legislative Assistant

3/16/2021

Recommended by:


Tim Gleason, City Manager



REGULAR AGENDA ITEM NO. 10.C

FOR COUNCIL: March 22, 2021

SPONSOR: Parks, Recreation and Cultural Arts Department

WARD IMPACTED: Ward 7

SUBJECT: 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.

RECOMMENDED MOTION:

The proposed Plan be approved.

STRATEGIC PLAN LINK:

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

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents
- Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service

BACKGROUND: The Parks, Recreation & Cultural Arts Department is recommending the approval of the O'Neil Park Pool Project Management Plan along with the basic design criteria and estimated budget for the design of the new park pool and associated amenities.

The Parks, Recreation & Cultural Arts Department desires to construct a new Pool facility, along with other park amenities, to replace the previous O'Neil Park pool that was demolished in the fall of 2020. The City has entered into an agreement with Williams Architects to design the pool project. The current concept plan was presented and discussed at the Committee of the Whole on March 15th, 2021. City staff will direct Williams Architects to proceed with creating the necessary construction design documents for a projected letting and bid in the summer of 2021 (FY2022). The list of amenities to be designed, along with the estimated budget for the project is included in the Project Management Plan.

In order for the Parks, Recreation & Cultural Arts Department to move forward with requesting Council approval for the design of the new project and subsequent construction, the Parks, Recreation & Cultural Arts Department must submit to the Council a Project Management Plan for any public facility construction project estimated to be in excess of \$500,000, in accordance with City Code Chapter 16, Section 58 (Public Facility Construction). Please see the attached O'Neil Park Pool Project Management Plan.

The O'Neil Park Pool project management plan outlines the schedule and critical issues, identifies any risks, estimates cost, and creates a budget, while providing for the transition of all record drawings, record of contractors and subcontractors, operation and maintenance

manuals, training for the proper operation of the facility and equipment, and provides a record of warranties to City staff.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic; however, this expenditure is necessary because the continued development of our parks is a great benefit to the community, especially in these times of limited activities. The Finance Department has further reviewed the costs associated with project and believes adequate funding will be available.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The FY2022 Proposed Budget presented on March 8, 2021 included \$10.3M budgeted in the Capital Improvements Fund for the O'Neil Park and Pool Renovations. If the Project Management Plan is approved, the amount will be amended to \$11,812,771, which includes a 10% contingency, for the FY2022 Budget submitted for Adoption on April 12, 2021. Stakeholders can locate information on the Capital Improvement Fund on pages 60 through 63 and 180 through 206 of the FY2022 Proposed Budget Book, Other Funds & Capital Improvement.

COMMUNITY DEVELOPMENT IMPACT: N/A

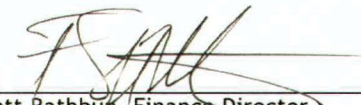
Respectfully submitted for Council consideration.

Prepared by: Jeff Kohl, Parks Project Manager

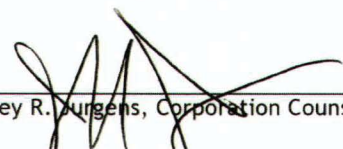
Reviewed by:


Jay Tetzloff, Director of Parks, Recreation and Cultural Arts

3/19/2021


F. Scott Rathbun, Finance Director

3/19/2021


Jeffrey R. Jurgens, Corporation Counsel

3/19/2021


Tara Henry, Legislative Assistant

3/19/2021

Recommended by:


Tim Gleason, City Manager

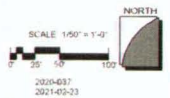
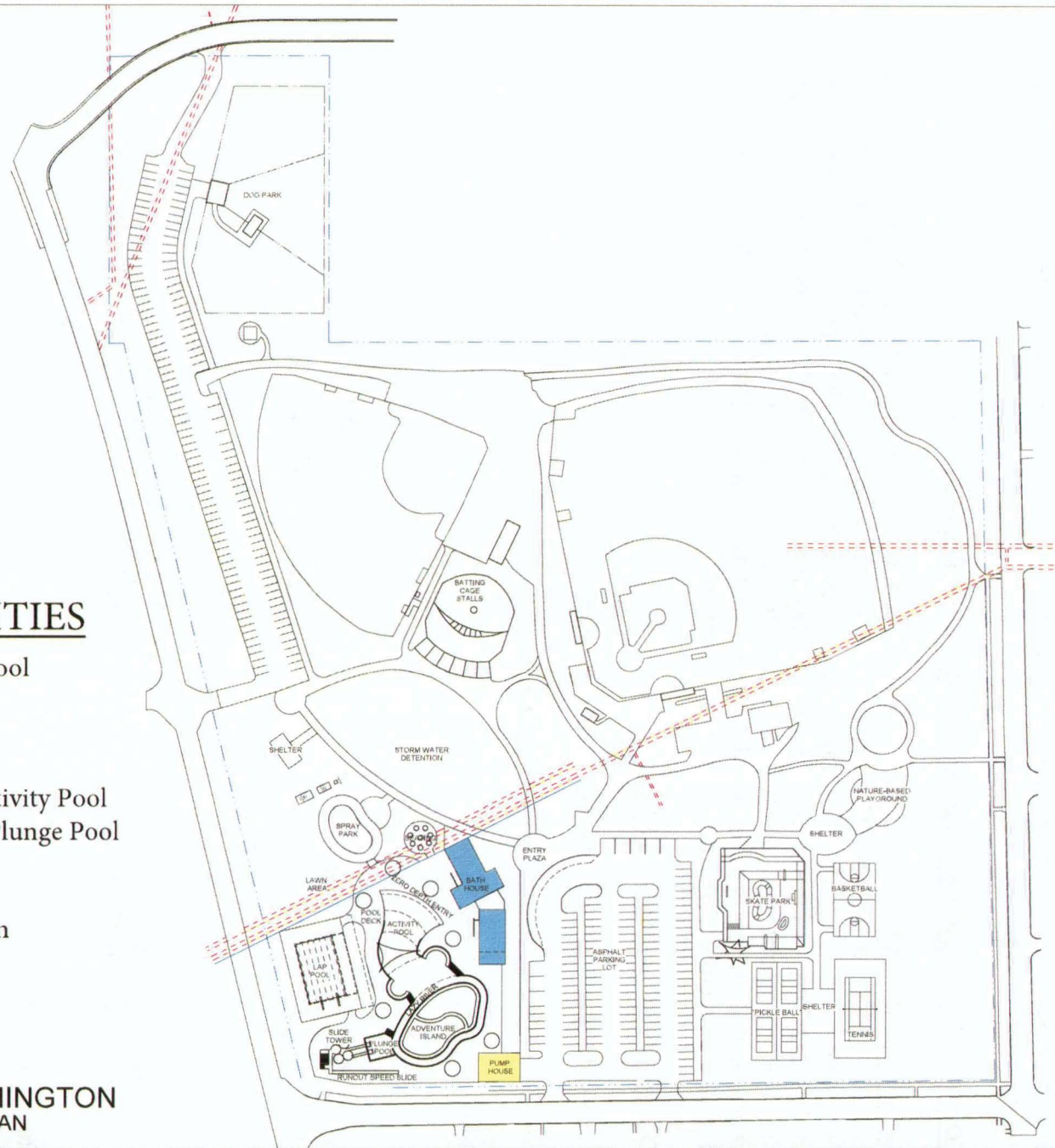
Attachments:

- PRCA 1B 2020 02 23 Site Plan 2020037 - 30x42
- PRCA 1C O'Neil Pool Project Management Plan

MAJOR AMENITIES

1. 6 to 8 Lane, 25 yard Pool
2. Bathhouse
3. Diving Boards
4. Lazy River
5. Zero-Depth Entry Activity Pool
6. Slides & Tower with Plunge Pool
7. Spray Park
8. Skate Park
9. Parking Lot Expansion

CITY OF BLOOMINGTON
O'NEIL PARK SITE PLAN



O'Neil Park Pool
Project Management Plan

Type of Building Process:

- ❖ Design-Bid-Build (General Contractor)

Risks:

- ❖ Combination Sewers: 2 (two) 60" combination sewers run generally from east to west through O'Neil Park and in the general area of construction of the new pool project. City staff have taken great care to make the existence and location of the sewers known to the designers of the project; and to have the design of major foundational structures and any below grade structures, such as pools, to stay clear of the sewer easement area. This will allow for any future ground-invasive work to be performed on the sewers without disturbing any major structures of this pool project. The location of the sewer lines will be considered throughout the design process; and the care necessary to protect the sewer lines will be emphasized throughout the construction process.
- ❖ Utilities: All utilities must be properly located and secured in such a way to protect them from any damage during the construction process.
- ❖ Site location soil boring tests have not been completed and will need to be determined before construction begins.

Critical Issues:

- ❖ Ensuring adequate design of storm water detention
- ❖ Ensuring design meets all City, State, and IDPH (Illinois Dept. of Public Health) standards.
- ❖ Ensure the building meets all ADA standards.

Schedule:

- ❖ March 22, 2021
 - Council approval of Project Management Plan and major amenities with overall budget estimate
- ❖ August 10, 2021
 - Bid opening
- ❖ August 23, 2021
 - Council approval of construction contract
- ❖ May 31, 2022
 - Grand opening

Major Amenities included in Design:

- 🏊 6 to 8 Lane Pool
- 🏊 Bathhouse
- 🏊 Diving Boards
- 🏊 Lazy River
- 🏊 Zero-Depth Entry Activity Pool
- 🏊 Slides & Tower with Plunge Pool
- 🏊 Spray Park
- 🏊 Skate park
- 🏊 Parking Lot Expansion

Budget & Cost Estimate:

- 🏊 Design: \$775,000 (Separate contract and budget)
- 🏊 Williams Architect's Construction Budget Estimate: \$11,812,771.00 (This is the high end budget as presented to Council on March 15, 2021 at the Committee of the Whole.)

Oversight:

- 🏊 City of Bloomington will use in-house staff for construction oversight.

Record Keeping:

- 🏊 Staff will ensure through the design/development requirements of any contract will be such that the general contractor shall acquire all records of contractors, subcontractors, warranties, training of equipment and transfer all documents and records to City of Bloomington within thirty (30) days of completion of project.



REGULAR AGENDA ITEM NO. 10.D

FOR COUNCIL: March 22, 2021

SPONSOR: Human Resources Department and Public Works Department

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION:

The proposed Agreement be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

- Objective 1e. Partnering with others for the most cost-effective service delivery
- Objective 1d. City services delivered in the most cost-effective, efficient manner

BACKGROUND: On January 21, 2021, Local 49 International Association of Firefighters and City staff began negotiating the terms of a collective bargaining agreement to replace the agreement that expires on April 30, 2021. The expired agreement can be located at www.cityblm.org under Human Resources in a folder titled Labor Contracts. The parties met twice and agreed to the terms of the new contract and a Tentative Agreement was signed on March 15, 2021. Highlights from the Tentative Agreement include:

- Wages/Term: The parties agreed to a four (4) year contract term. In the first year of the contract, employees will receive an across the board increase on May 1, 2021 of 2.5%. The across the board increase in the second year of the contract is effective May 1, 2022 at 2.25%, the third year of the contract is effective May 1, 2023 at 2.25% and the last year of the contract is 2.25%.
- Inclusion of a 25-year Longevity Pay step at 15%.
- Changed New Year's Eve to include the whole day as a holiday.
- Incorporated a Memorandum of Understanding for employees serving as Fire Investigators to be compensated at the Fire Investigator rate for all hours paid.
- Added language that allows the City to offer a PPO with Health Savings Account (HSA) to Local 49 employees. The City retains the ability to alter or amend this plan. In addition, language was added to the contract to address potential excise tax liability. The parties agree this is a shared financial responsibility and agree to meet and discuss this issue, if necessary. If the parties are unable to reach a mutual agreement the parties have the right to utilize interest arbitration.

- Expanded Residency Requirement to 50 miles and the ability for the City Manager to grant exceptions for family hardships.
- Agreed to add a new section for a Service Agreement for new employees who leave the Fire Department within 4 years. The amount of reimbursement is up to \$10,000 and will be reduced by 25% for each full year completed.
- Established a Personal Day leave slot for each workday.
- Limited Sick Leave Accelerated Accrual to a one-time benefit after May 1, 2021 in an employee's career. Eligibility for this benefit would include the employee, employees' spouse/Civil Union-Domestic Partner and dependent children under 18 years of age.
- Modified Bereavement Leave for additional time off for extended family members or close personal friends which would be charged as sick leave. This provision would be limited to 24 hours of sick leave per calendar year.
- Modified Administrative Duty to allow the Fire Chief to assign employees injured on duty within the employee's restrictions and capabilities.
- Established that employees off on Kelly Days will be eligible for overtime assignments on a voluntary basis prior to forcing other staff in on overtime.
- Updated the Shoe Allowance to a reimbursement basis of up to \$200 annually upon submitting a receipt.
- Updated Trade Time language to allow employee off on trade time to be recalled on overtime and to limit trade time to employees that count towards manpower.
- Modified the Acting Pay assignment procedure and reduced the period allowable to decline Acting responsibility. Added language on the ability of the Fire Chief to temporarily assign a Captain as a Deputy Chief for up to 180 calendar days.
- Modified the Grievance Procedure timeline to 7 days.
- Updated the Promotional Process with certification changes from the Office of the State Fire Marshall. Modified testing and appointment requirements for Captains.
- Updated Drug and Alcohol testing language to include language to prohibit cannabis use.
- Updated the Physical Fitness Program language and incorporated a Memorandum of Understanding for employees with findings during the Wellness Initiative exams.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

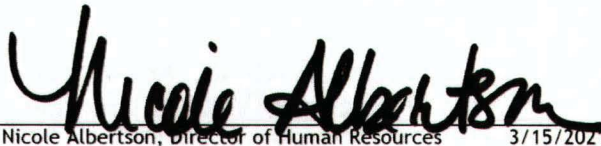
FINANCIAL IMPACT: If approved, the 2% increase over previous years wages will be approximately \$229,201 in 2021; \$211,438 in 2022; \$216,195 in 2023; and \$221,060 in 2024.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

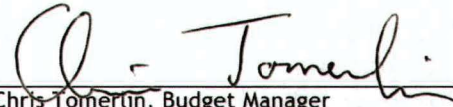
Prepared by: Angie Brown, Assistant Human Resources Manager

Reviewed by:



Nicole Albertson, Director of Human Resources

3/15/2021



Chris Tomertin, Budget Manager

3/15/2021



Tara Henry, Legislative Assistant

3/19/2021

Recommended by:



Tim Gleason, City Manager



REGULAR AGENDA ITEM NO. 10.E

FOR COUNCIL: March 22, 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 March 5, 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.

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:

	
Jeffrey R. Jurgens, Corporation Counsel	Chris Tomerlin, Budget Manager
3/18/2021	3/18/2021


Tara Henry, Legislative Assistant
3/19/2021

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.

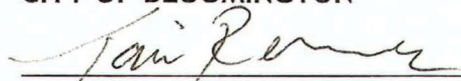
SECTION 9. Home Rule Authority. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

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.

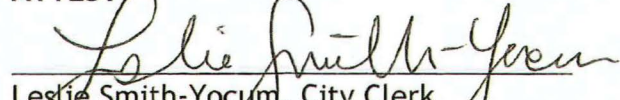
PASSED this 26th day of March 2020.

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.

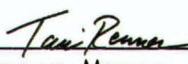
SECTION 4. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 5. This ordinance shall be effective immediately after its execution and publication as required by law.

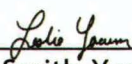
PASSED this 13th day of April 2020.

APPROVED this 15th day of April 2020.

CITY OF BLOOMINGTON


Tari Renner, Mayor

ATTEST


Leslie Smith-Yocum, 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.

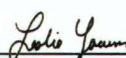
APPROVED this 28th day of April 2020.

CITY OF BLOOMINGTON

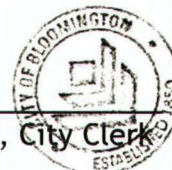


Tari Renner, Mayor

ATTEST



Leslie Smith-Yocum, 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

Leslie Yocum
Leslie Smith-Yocum, 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.

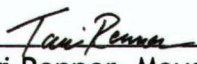
SECTION 4. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 5. This ordinance shall be effective immediately after its execution and publication as required by law.

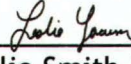
PASSED this 26th day of May 2020.

APPROVED this 27th day of May 2020.

CITY OF BLOOMINGTON


Tari Renner, Mayor

ATTEST


Leslie Smith-Yocum, 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.

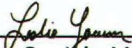
PASSED this 24th day of June 2020.

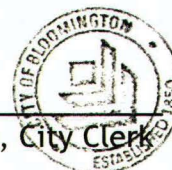
APPROVED this 25th day of June 2020.

CITY OF BLOOMINGTON


Tari Renner, Mayor

ATTEST


Leslie Smith-Yocum, City Clerk



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.

APPROVED this 16th day of September 2020.

CITY OF BLOOMINGTON

Tari Renner
Tari Renner, Mayor

ATTEST

Leslie Smith-Yocum
Leslie Smith-Yocum, 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

