



**CITY OF
BLOOMINGTON
COUNCIL MEETING
FEBRUARY 25, 2019**



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

Recognize individuals, groups, or institutions publically, as well as those receiving a proclamation, declaring a day, event, or person.

PUBLIC COMMENTS

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

CONSENT AGENDA

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

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

PUBLIC HEARING

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

REGULAR AGENDA

All items that provide the Council an opportunity to receive a presentation ask questions of City Staff, deliberate and seek additional information prior to making a decision.

MAYOR AND ALDERMAN

Mayor, At-Large - Tari Renner

City Aldermen

Ward 1 - Jamie Mathy
Ward 2 - Dave Sage
Ward 3 - Mboka Mwilambwe
Ward 4 - Amelia Buragas
Ward 5 - Joni Painter
Ward 6 - Karen Schmidt
Ward 7 - Scott Black
Ward 8 - Diana Hauman
Ward 9 - Kim Bray

City Manager - Tim Gleason

Deputy City Manager - Billy Tyus

CITY LOGO DESIGN RATIONALE

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

MISSION, VISION, AND VALUE STATEMENT

MISSION

To lead, serve and uplift the
City of Bloomington

VISION

A Jewel of the Midwest Cities

VALUES

Service-Centered,
Results-Driven,
Inclusive

STRATEGIC PLAN GOALS



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

AGENDA



CITY COUNCIL MEETING AGENDA
CITY HALL COUNCIL CHAMBERS
109 EAST OLIVE STREET, BLOOMINGTON, IL 61701
MONDAY, FEBRUARY 25, 2019, 6:00 P.M.

1. Call to order
2. Pledge of Allegiance to the Flag
3. Remain Standing for a Moment of Silent Prayer
4. Roll Call
5. Recognition/Proclamations
 - A. Appointments approved by City Council at the February 11, 2019 meeting.
 - i. Appointments of Tim Gleason to the Central Illinois Regional Broadband Network Board (CIRBN) and Angie McLaughlin to the John M. Scott Health Care Commission.
6. Public Comment
7. Consent Agenda
 - A. Consideration of approving the Minutes of the February 11, 2019 Regular City Council Meeting, as requested by the City Clerk Department. *(Recommend the reading of minutes be dispensed and approved as printed.)*
 - B. Consideration of approving Bills, Payroll, Electronic Transfers, and Procurement Card Purchases in the amount of \$5,712,587.15, as requested by the Finance Department. *(Recommend the Bills, Payroll, Electronic Transfers, and Procurement Card Purchases be allowed in the amount of \$5,712,587.15, and orders drawn on the Treasurer for the various amounts as funds are available.)*
 - C. Consideration of approving appointments to various Boards and Commissions, as requested by the Administration Department. *(Recommend Raymond West be appointed to the Human Relations Commission and Robert Ballantini be appointed to the Transportation Commission.)*
 - D. Consideration of the Purchase of five (5) dump trucks from Rush Truck Centers of Springfield, IL using Sourcewell for a total amount of \$834,013, as requested by the Public Works Department. *(Recommend*

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

- E. Consideration of a Resolution approving the acceptance of the Illinois Housing Development Authority's Single Family Rehabilitation Grant in the amount of \$378,000, as requested by the Community Development Department - Office of Grants Administration. *(Recommend the Resolution approving acceptance of the Illinois Housing Development Authority's Single Family Rehabilitation Grant be approved, and the Mayor and Interim City Clerk be authorized to execute all necessary documents.)*
- F. Consideration of a Resolution Repealing Use Restrictions on Sunnyside Park so a portion may be sold to the Boys & Girls Club, as requested by the Parks, Recreation, and Cultural Arts and Legal Departments. *(Recommend the Resolution Repealing Use Restrictions on Sunnyside Park and other property and amending previous resolutions of the City be approved, and the Mayor and Interim City Clerk be authorized to execute the Resolution.)*
- G. Consideration of an Ordinance conveying a Bridge Construction and Maintenance Easement located in Hudson, IL (Parcel 08-18-100-023) to McLean County, as requested by the Public Works Department. *(Recommend the Ordinance be approved, and the Mayor and Interim City Clerk be authorized to execute the necessary documents.)*
- H. Consideration of an Ordinance amending Chapter 11, Article IV, Sections 30-39 of the City Code, suspending the City's business registration requirements, as requested by the Administration Department. *(Recommend the Ordinance amending the City Code and Suspending the City's Business Registration Requirements be approved, and the Mayor and Interim City Clerk be authorized to execute the necessary documents.)*
- I. Consideration of an Intergovernmental Agreement with the Clearview Sanitary District, as requested by the Public Works and Legal Departments. *(Recommend the Intergovernmental Agreement with the Clearview Sanitary District be approved, and the Mayor and Interim City Clerk be authorized to execute the Agreement.)*
- J. Consideration of two (2) Change of Ownership applications for Thornton's #360, located at 906 North Main Street, and Thornton's #361, located at 1011 North Hershey Road, currently holding Convenience Store/Beer and Wine/Package and Sunday Sales (GPBS) liquor licenses, as requested by the City Clerk Department. *(Recommend the Change of*

Ownership Applications for Thornton, LLC d/b/a Thornton's #360 and Thornton, LLC d/b/a Thornton's #361 be approved.)

8. Regular Agenda

- A. Presentation of Classified (Non-Union) IMRF Retirements, as requested by the Human Resources Department. *(Recommend Informational only, as required pursuant to the Local Government Wage Increase Transparency Act, 50 ILCS 155/1.) (Brief overview by Tim Gleason, City Manager, 3 minutes and City Council discussion, 3 minutes.)*
- B. Presentation of the FY2020 Proposed Budget, as requested by the Administration and Finance Departments. *(Recommend presentation and discussion only.) (Brief overview by Tim Gleason, City Manager; Presentation by Scott Rathbun, Finance Director, 20 minutes; and City Council discussion, 20 minutes.)*
- C. Consideration of an Ordinance amending Chapter 7 of the City Code to extend the Moratorium on Video Gaming Licenses within the City to April 9, 2019, as requested by a City Council Agenda Initiative. *(Recommend the Ordinance be approved, and the Mayor and Interim City Clerk be authorized to execute the Ordinance.) (Presentation by Tim Gleason, City Manager, 3 minutes and City Council discussion, 5 minutes.)*

9. City Manager's Discussion

- A. Finance Director's Report

10. Mayor's Discussion

11. City Aldermen's Discussion

12. Executive Session - *Cite Section*

13. Adjournment

14. Notes

RECOGNITIONS



Council Date: February 25, 2019

COUNCIL AGENDA ITEM NO. 5

Recognition/Appointments

- A. Appointments approved by City Council at the February 11, 2019 meeting.
 - i. Appointments of Tim Gleason to the Central Illinois Regional Broadband Network Board (CIRBN) and Angie McLaughlin to the John M. Scott Health Care Commission.



Appointments

Tim Gleason: *Central Illinois Regional Broadband Network Board (CIRBN)*

Angie McLaughlin: *John M. Scott Health Care Commission*



CONSENT AGENDA

 CITY OF
Bloomington **ILLINOIS**
CONSENT AGENDA ITEM NO: 7A

FOR COUNCIL: February 25, 2019

SPONSORING DEPARTMENT: City Clerk

SUBJECT: Consideration of approving the Minutes of the February 11, 2019 Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDATION/MOTION: The reading of minutes be dispensed and approved as printed.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services.

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

BACKGROUND: The minutes of the meetings provided have been reviewed and certified as correct and complete by the City Clerk.

In compliance with the Open Meetings Act, Council Proceedings must be approved within thirty (30) days after the meeting or at the Council's second subsequent regular meeting whichever is later.

In accordance with the Open Meetings Act, Council Proceedings are made available for public inspection and posted to the City's web site within ten (10) days after Council approval.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by: Leslie Yocum, Interim City Clerk

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason', with a stylized flourish at the end.

Tim Gleason,
City Manager

Attachments:

- CLK 1B - MINUTES 02-11-19 REGULAR CITY COUNCIL MEETING



**MEETING MINUTES
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL OF BLOOMINGTON, ILLINOIS
MONDAY, FEBRUARY 11, 2019, 6:00 PM**

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 6:03 PM, Monday, February 11, 2019.

Mayor Renner directed the City Clerk to call the roll and the following members of Council answered present:

Aldermen: Jamie Mathy, David Sage (arrived at 6:17 PM), Mboka Mwilambwe, Amelia Buragas, Joni Painter, Karen Schmidt, Scott Black, Diana Hauman, Kim Bray, and Mayor Tari Renner.

Staff Present: Tim Gleason, City Manager; Billy Tyus, Deputy City Manager; Jeffrey Jurgens, Corporation Counsel; Jim Karch, Public Works Director; Scott Rathbun, Finance Director; Scott Sprouls, Information Services Director; and other City staff were present.

Alderman Bray called in by phone (5:56 PM).

Mayor Renner asked for a motion to allow Alderman Bray to participate by phone.

Alderman Mathy made a motion, seconded by Alderman Schmidt to permit Alderman Bray to participate by telephone.

Motion carried. (Viva Voce)

Recognition/Appointments

Public Comment

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

Karen Kinsella	Scott Stimeling
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Consent Agenda

Alderman Hauman made a motion, seconded by Alderman Painter that the Consent Agenda be approved as presented, with the exception of Item 7F.

Item 7A. Consideration of approving the Minutes of the January 28, 2019 Regular City Council Meeting, as requested by the City Clerk Department. *(Recommend the reading of*

minutes be dispensed and approved as printed.)

Item 7B. Consideration of approving Bills, Payroll, and Electronic Transfers Purchases in the amount of \$7,846,026.30, as requested by the Finance Department. *(Recommend the Bills, Payroll, and Electronic Transfers be allowed in the amount of \$7,846,026.30, and orders drawn on the Treasurer for the various amounts as funds are available.)*

Item 7C. Consideration of approving appointments to various Boards and Commissions, as requested by the Administration Department. *(Recommend Tim Gleason be appointed to the Central Illinois Regional Broadband Network Board (CIRBN) and Angie McLaughlin be appointed to the John M. Scott Health Care Commission.)*

Item 7D. Consideration of an Interlocal Agreement with McLean County regarding the 2018 Byrne Justice Assistance Grant Program Award, as requested by the Police Department. *(Recommend the Interlocal Agreement with McLean County for the Justice Assistance Grant be approved, and the Mayor, City Attorney, and Interim City Clerk be authorized to execute the Agreement and authorize the Police Department to accept the funds when awarded.)*

Item 7E. Consideration of an Intergovernmental Agreement with the McLean County for Booking Fees, in the amount of \$27,720 annually, as requested by the Police Department. *(Recommend the Intergovernmental Agreement with the McLean County for Booking Fees be approved and the Mayor, the Chief of Police and Interim City Clerk be authorized to execute the Agreement.)*

Item 7F was pulled from the Consent Agenda by Alderman Mathy so he could recuse himself.

Item 7G. Consideration of a Resolution authorizing a Change Order, in the amount of \$163,362, for the FY 2019 Sewer Rehabilitation Agreement awarded to Hoerr Construction, Inc., on November 26, 2018 (Bid No. 2019-18), for the purpose of funding manhole rehabilitation within the project site, as requested by the Public Works Department. *(Recommend the Resolution authorizing a Change Order in the amount of \$163,362 for the FY 2019 Sewer Rehabilitation Agreement awarded to Hoerr Construction, Inc. be approved and the Mayor and Interim City Clerk be authorized to execute the Resolution.)* Resulting in the approval of RESOLUTION NO. 2019 - 06.

Item 7H. Consideration of an Ordinance amending Ordinance 2017-11 and providing an additional year for the completion of certain public improvements in the Third Addition to Shirk Commercial Subdivision, as requested by the Community Development Department. *(Recommend the Ordinance amending Ordinance 2017-11 and providing an additional year for the completion of certain public improvements in the Third Addition to Shirk Commercial Subdivision be adopted, and the Mayor and Interim City Clerk be authorized to execute the necessary documents.)* Resulting in the approval of ORDINANCE NO. 2019 - 03.

Item 7I. Consideration of adopting an Ordinance approving an Amendment to the Amended and Restated Lease Agreement with the Public Building Commission and McLean County, reducing the City's rental payment for FY 2020 by \$94,074, as requested by the Legal Department. *(Recommend the Ordinance approving an Amendment to the 2015 Amended and Restated Lease Agreement be entered into between Public Building Commission of McLean County be approved, and the Mayor and Interim City Clerk be authorized to execute the necessary documents.)* Resulting in the approval of ORDINANCE NO. 2019 - 04.

Item 7J. Consideration of a Petition for the Lake Bloomington Lease Transfer of Lot 26 in Block 2 in Camp Kickapoo from Anvil Real Estate, Inc. to Lezlee K. Dillon, as requested by the Public Works Department. *(Recommend the Lake Lease Transfer be approved, and the Mayor and Interim City Clerk be authorized to execute the necessary documents.)*

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

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

Nays: None.

Absent: Alderman Sage

Motion carried.

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

Item 7F. Consideration of a Resolution approving the 2019 John M. Scott Health Trust Grant Awards and Programmatic Agreements in the amount of \$305,001, as requested by the Community Development Department - Office of Grants Administration. *(Recommend the Resolution approving the 2019 John M. Scott Health Trust Grant Awards and Programmatic Agreements be approved, and the Mayor and Interim City Clerk be authorized to execute all necessary documents.)* Resulting in the approval of RESOLUTION NO. 2019 - 05.

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

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

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

Nays: None.

Absent: Alderman Sage

Recused: Alderman Mathy (6:12 PM)

Motion carried.

Regular Agenda

The following was presented:

Item 8A. Consideration of approving an Ordinance Amending Chapters 2 and 22 of the Bloomington Municipal Code creating a Technology Commission. Resulting in approval of ORDINANCE NO. 2019 - 05.

City Manager Tim Gleason introduced and gave credit for the creation of the Commission to Alderman Mathy. He pointed out that the Commission will be advisory only.

Alderman Mathy discussed the vision of the Commission and the importance of the City being forward thinking. He provided examples of technology opportunities and potential partners in the community.

Alderman Black expressed support for the Commission. He recommended that the Commission report regularly to Council.

Alderman Schmidt made a motion, seconded by Alderman Painter that the Ordinance Amending Chapters 2 and 22 of the City Code to Create a Technology Commission be approved, and the Mayor and Interim City Clerk be authorized to execute the necessary documents

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

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

Nays: None.

Motion carried.

City Manager's Discussion

City Manager Tim Gleason mentioned the upcoming Schedule of Events calendar available on the City's website and that the Monster Truck event at Grossinger Motors Arena was well attended over the weekend. He addressed Alderman Black's question from the Council Meeting on January 28, 2019 regarding the impact of the federal shutdown on the City. He reported that no impact had resulted, but that staff will continue to monitor any potential dips in lower spending. He went on to discuss upcoming agenda items and welcomed Deputy City Manager Billy Tyus.

Mayor's Discussion

Mayor Renner welcomed Billy Tyus.

City Aldermen's Discussion

Alderman Hauman mentioned that her last Ward 8 meeting will be held at 5:15 p.m. on February 27, 2019 at the McLean County Chamber of Commerce ShareSpace.

Executive Session

Adjournment

Alderman Hauman made a motion, seconded by Alderman Schmidt to adjourn the meeting.

Motion Carried (viva voce).

The meeting adjourned at 6:23 p.m.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, Interim City Clerk

 CITY OF
Bloomington **ILLINOIS**
CONSENT AGENDA ITEM: 7B

FOR COUNCIL: February 25, 2019

SPONSORING DEPARTMENT: Finance

SUBJECT: Consideration of approving Bills, Payroll, Electronic Transfers, and Procurement Card Purchases in the amount of \$5,712,587.15, as requested by the Finance Department.

RECOMMENDATION/MOTION: The Bills, Payroll, Electronic Transfers, and Procurement Card Purchases be allowed in the amount of \$5,712,587.15, and orders drawn on the Treasurer for the various amounts as funds are available.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services.

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

BACKGROUND: Bills, Payroll, Electronic Transfers, and Procurement Card Purchases on file in the City Clerk's Department, available at www.cityblm.org.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Total disbursements to be approved \$5,712,587.15 (Payroll total \$2,397,104.97, Accounts Payable total \$2,858,040.59, Electronic Transfers total \$348,900.10, and Procurement Card Purchases total \$108,541.49).

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Frances Watts, Accounts Payable

Reviewed By: Scott Rathbun, Finance Director

Recommended By:



Tim Gleason

CITY OF BLOOMINGTON FINANCE REPORT					
PAYROLL					
Date	Gross Pay	Employer Contribution	Totals		
2/8/2019	\$ 221,699.42	\$ 67,109.11	\$ 288,808.53		
2/14/2019	\$ 1,479,870.22	\$ 353,146.71	\$ 1,833,016.93		
2/15/2019	\$ 206,064.51	\$ 64,655.70	\$ 270,720.21		
2/8/2019-2/15/2019	\$ 4,396.35	\$ 162.95	\$ 4,559.30		
Off Cycle Adjustments					
		PAYROLL GRAND TOTAL	\$ 2,397,104.97		
ACCOUNTS PAYABLE (WIRES)				PCARDS	
Date	Bank	Total		Date Range	Total
2/25/2019	AP General	\$ 2,401,151.40			
2/25/2019	AP JM Scott	\$ 305,001.00		01/01/2019-01/31/2019	\$ 108,541.49
2/25/2019	AP Comm Devel	\$ 50,044.47		PCARD GRAND TOTAL	\$ 108,541.49
2/25/2019	AP IHDA	\$ 1,975.00			
2/25/2019	AP Library	\$ 38,646.83			
2/25/2019	AP MFT	\$ 14,172.64			
02/08/2019-02/18/2019	Out of Cycle	\$ 47,049.25			
05/31/2018-02/12/2019	AP Bank Transfers	\$ 348,900.10			
	AP GRAND TOTAL	\$ 3,206,940.69			
		TOTAL			\$ 5,712,587.15
			Respectfully,		
				F. Scott Rathbun	
				Finance Director	

CITY OF
Bloomington ILLINOIS
CONSENT AGENDA ITEM NO. 7C

FOR COUNCIL: February 25, 2019

SPONSORING DEPARTMENT: Administration

SUBJECT: Consideration of approving appointments to various Boards and Commissions, as requested by the Administration Department.

RECOMMENDATION/MOTION: Raymond West be appointed to the Human Relations Commission and Robert Ballantini be appointed to the Transportation Commission.

STRATEGIC PLAN LINK: Goal 4. Strong Neighborhoods.

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

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

Human Relations Commission: Raymond West to the Human Relations Commission. He will be replacing CoTinna Harris who resigned 9-20-18. Raymond's term will be effective immediately and will expire 4-30-20 at which time he will be eligible to reapply. Application is on file in the Administration Office.

Transportation Commission: Robert Ballantini to the Transportation Commission. He will be filling the new position approved by Council 11-26-18 to add a member who is either living with a disability or who serves the City's disabled population. Robert's term will be effective immediately and will expire 4-30-21 at which time he will be eligible to reapply. Application is on file in the Administration Office.

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

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By:

M. Beth Oakley, Executive Assistant

Recommended By:

A handwritten signature in black ink, appearing to read 'Tim Gleason', with a stylized, looping flourish at the end.

Tim Gleason
City Manager

Attachments:

- ADMIN 1B - ROSTER BOARDS AND COMMISSIONS APPOINTMENTS

Human Relations Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Appointment Date	Ward	Email	Street	City	Zip	Home Phone	Work Phone	Cell Phone	Fax Number
x	Lead	Kiamayi (Kiran)	Konam	04/30/20	2014	03/27/17	8								
x		CoTinna	Harris	04/30/20	2017	07/24/17	4								Resigned 9-20-18
x		Gary	McGinnis	04/30/20	2018	02/26/18	8								
x		Anthony	Jones	04/30/21	2016	04/23/18	4								
x	Chair	Rhonda	Smith	04/30/20	2011	03/27/17	3								
x		Suresh	Krishna	04/30/19	2013	03/28/16	8								
x	duplicate/PSCRB	Jared	Lancaster	04/30/19	2013	03/28/16	6								
	Staff	Michael	Hurt					mhurt@cityblm.org	109 E. Olive St	Bloomington	61701		434-2468		
	Staff	Nicole	Albertson		West			nalbertson@cityblm.org	109 E. Olive St	Bloomington	61701		434-2215		

Details: Term: 3 years
Term Limit per City Code: 3 terms/9 years
Members: 7 members
Number of members the Mayor appoints: 7
Type: Internal
City Code:
Required by State Statute: No
Intergovernmental Agreements:
Funding designated from COB for FY2014:
Meetings: 2nd Wed of each month at 5:00pm - Council Chambers
Number of Vacancies: 1
Number of Expired Board Members (Blm Appointments only): 0
Number of Expired Board Members Eligible for Reappointment: 0

Appointment/Reappointment Notes: Raymond West to replace CoTinna Harris

Transportation Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date	Ward	Email	Street	City	Zip	Home Phone	Work Phone	Cell Phone	Notes
x	Chair	Michael	Gorman	04/30/20	2017	08/14/17	4								
x		Katherine	Browne	04/30/19	2017	08/14/17	5								
x		Angela	Ballantini	04/30/21	2017	04/23/18	7								
x		Elizabeth	Kosba	04/30/19	2017	08/14/17	8								
x		Maureen (Reenie)	Bradley	04/30/21	2017	04/23/18	3								
x	Vice Chair	Jill	Blair	04/30/20	2017	08/14/17	8								
x		Kelly	Rumley	04/30/20	2017	08/14/17	5								
	Disabled or serve disabled population														
x		Robert	Ballantini	04/30/21	2019	02/25/19									
	Staff	Phi	Alyn	Traffic Engineer					115 E Washington	Bloomington	61702		434-2427	309-846-7618	

Details: Ba

Term: 3 years
Term Limit per City Code: 3 terms/9 years
Members: 8 members (additional member added 11/26/18 Council Meeting)
Number of members the Mayor appoints: 8
Type: Internal
City Code: Ordinance 2017-49, Chapter 29, Section 300, Article XXVIII
Required by State Statute: No
Intergovernmental Agreements: None
Funding budgeted from COB for FY2014:
Meetings: 3rd Tuesday of each month, 4pm, Council Chambers
Number of Vacancies: 0
Number of Expired Board Members: 0
Number of Expired Board Members Eligible for Reappointment: 0
Appointment/Reappointment Notes: Commission formed 6-12-17. Charter members presented for appointment 8-14-17, new position approved 11/26/18

CITY OF
Bloomington ILLINOIS
CONSENT AGENDA ITEM NO. 7D

FOR COUNCIL: February 25, 2019

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of the Purchase of five (5) dump trucks from Rush Truck Centers of Springfield, IL using Sourcewell for a total amount of \$834,013, as requested by the Public Works Department.

RECOMMENDATION/MOTION: The Purchase be approved, the City Manager be authorized to execute the necessary documents, and the Procurement Manager be authorized to issue a Purchase Order.

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

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

BACKGROUND: The Public Works Department is recommending the purchase of five (5) dump trucks, in the amount of \$834,013. All of these dump trucks are included in the Fiscal Year 2019 budget and are due for replacement this fiscal year.

1. Snow & Ice Removal-Unit R31 is a 2001 International S4900 that is 18 years old with 57,590 miles and 5,749 hours. The maintenance cost to date for the unit is \$93,737.93. This unit has holes rusted through the dump body. It is also rusted to the point that it cannot have a salt spreader installed. The cost for this unit will be \$185,982.
2. Street Maintenance-Unit S30 is a 2007 International 7400 that is 12 years old with 71,309 miles and 5,629 hours. Maintenance cost to date for this unit is \$51,845.74. This unit will have the stainless steel dump body removed and installed on the new chassis for a cost savings of \$23,579.00. It will also have a front plow and wing with spreader. The cost for this unit will be \$188,419.
3. Sanitary Sewer-Unit S31 is a 2007 International 7400 that is 12 years old with 64,675 miles and 7,066 hours. Maintenance cost to date for this unit is \$111,057.75. This unit will have the stainless steel dump body removed and installed on the new chassis for a cost savings of \$23,579.00. It will also have a front plow and wing with spreader. The cost for this unit will be \$170,548.
4. Solid Waste-Unit R35 is a 2006 International 7400 that is 13 years old with 124,968 miles and 14,919 hours. Maintenance cost to date for this unit is \$113,152.14. This

unit will have the stainless steel dump body removed and installed on the new chassis for a cost savings of \$23,579.00. The cost for this unit will be \$144,532.

5. Solid Waste-Unit R39 is a 2006 International 7400 that is 13 years old with 107,652 miles and 11,791 hours. Maintenance cost on this unit is \$142,578.29. This unit will have the stainless steel dump body removed and installed on the new chassis for a cost savings of \$23,579.00. The cost for this unit will be \$144,532.

All units will be purchased with an extended engine and emission aftertreatment warranty for 60 months/100,000 miles. Fleet has had previous issues with engines and emission aftertreatment on dump trucks. Long-term savings will be realized by purchasing the extended warranty.

Staff respectfully requests to have the replacement units declared surplus and be sold on public auction at Publicsurplus.com. Staff estimates the units will sell for a total of \$45,000.

Sourcewell is a government agency offering competitively-solicited contracts for use by education, government, and nonprofits. Cooperative contracts mean volume discounts. The City has been a member for several years and have made a number of purchases through them over the years.



Unit R31 (Current)



Unit S30 (Current)



Unit S31 (Current)



Unit R35 (Current)



Unit R39 (Current)

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Public Works Department has budgeted \$812,732.00 for the purchase of these 5 units in the Capital Lease-Capital Outlay Licensed Vehicles account (40110139-72130). The new units will cost \$834,013.00. Savings of \$21,313 realized from purchases of previous units (R77 and S52) within the same organization will provide for the \$21,281 proposed cost over budgeted amount. Stakeholders can locate these

items in the FY 2019 Budget Book titled “Other Funds & Capital Improvement’ on pages 83, 85-Unit S30 & R31, 87-Unit S31, and 88-Units R35 & R39.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Rob Krones, Supt. of Fleet Maintenance
Michael Hill, Miscellaneous Technical Assistant

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

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager
Scott Rathbun, Finance Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- PW 2B - PROPOSAL R31 DUMP TRUCK REPLACEMENT 02252019
- PW 2C - PROPOSAL S30 DUMP TRUCK REPLACEMENT 02252019
- PW 2D - PROPOSAL S31 DUMP TRUCK REPLACEMENT 02252019
- PW 2E - PROPOSAL R35 & R39 DUMP TRUCK REPLACEMENT 02252019

Prepared For:

City of Bloomington
 Rob Kronen
 109 E Olive St.
 Bloomington, IL 61701-5219
 (309)434 - 2426
 Reference ID: HV507 4x2 Sourc

Presented By:

RUSH TRUCK CENTERS
 Kevin V Burdell
 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
2020 HV507 SFA (HV507)

AXLE CONFIG:	4X2
APPLICATION:	Front Plow and Wing with Spreader
MISSION:	Requested GVWR: 40000. Calc. GVWR: 40000 Calc. Start / Grade Ability: 29.83% / 2.57% @ 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 2017, 300HP @ 2000 RPM, 860 lb-ft Torque @ 1300 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, 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
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:	Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 10.813" x 3.892" x 0.312"; (274.6mm x 98.9mm x 8.0mm); 480.0" (12192mm) Maximum 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 Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 10.813" x 3.892" x 0.312"; (274.6mm x 98.9mm x 8.0mm); 480.0" (12192mm) Maximum 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 : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic (with Air Cam Brakes) : SLACK ADJUSTERS, REAR Automatic (with Air Cam Brakes) : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4193	BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 SqIn Long Stroke Brake Chambers
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck
4722	DRAIN VALVE {Bendix DV-2} Automatic, with Heater, for Air Tank
4773	BRAKE SHOES, REAR Cast
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)
4EBT	AIR DRYER {Bendix AD-IP} with Heater
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM Capacity
4VGN	AIR TANK Painted Aluminum, with Straight Thread O-Ring Ports
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4VKK	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Back of Cab, Perpendicular to Rail

<u>Code</u>	<u>Description</u>
5710	STEERING COLUMN Tilting and Telescoping
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PSA	STEERING GEAR {Sheppard M100} Power
6DBY	DRIVESHAFT {Dana Spicer} SPL170XL Series in lieu of SPL140
7BEV	AFTERTREATMENT COVER Steel, Black
7BKS	EXHAUST SYSTEM Single Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
7WAZ	TAIL PIPE (1) Turnback Type, Non-Bright, for Single Exhaust
7WDM	EXHAUST HEIGHT 10'
7WDN	MUFFLER/TAIL PIPE GUARD (1) Non-Bright 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 AVI160P2012} 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
8RML	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/3.5MM Auxiliary Input, MP3, Apple Device Play & Control, Bluetooth for Phone & Music
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
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
8VAY	HORN, ELECTRIC Disc Style
8VUJ	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab
8WBW	JUMP START STUD Remote Mounted

<u>Code</u>	<u>Description</u>
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 Black, Single Trumpet, 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
10JPA	CUSTOMER IDENTITY for National Joint Powers Alliance
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
12EHU	ENGINE, DIESEL {Cummins L9 300} EPA 2017, 300HP @ 2000 RPM, 860 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed with Residual Torque Device for Disengaged Fan Speed
	<u>Includes</u> : FAN Nylon
12UWY	RADIATOR Cross Flow, Series System; 1228 SqIn Aluminum Radiator Core and 1167 SqIn Charge Air Cooler
	<u>Includes</u> : DEAERATION SYSTEM with Surge Tank

<u>Code</u>	<u>Description</u>
	: 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
12VGZ	FEDERAL EMISSIONS {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2019
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 From Socket in Standard Location, For a Dealer Installed 120V/300W Max 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 or 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, On/Off Highway
13WAW	OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type
13WDZ	SHIFT CONTROL PARAMETERS Allison S-1 Performance Programming in Primary and Allison Fixed Programming in Secondary
13WET	TRANSMISSION SHIFT CONTROL for Column Mounted Stalk Shifter
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); General Purpose Trucks, Construction
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab
13XAL	PTO LOCATION 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
14SAL	SUSPENSION, REAR, SINGLE 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Multileaf Springs
15LMA	LOCATION FUEL/WATER SEPARATOR Mounted Outside Left Rail, 15" Back of Cab
15LMN	FUEL/WATER SEPARATOR {Racor 400 Series,} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor
15SGJ	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 16" Tank Depth, 50 US Gal (189L), with Quick Connect Outlet, Mounted Left Side, Under Cab
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional
16975	HEATER HOSES Silicone
16BAM	AIR CONDITIONER with Integral Heater & Defroster

<u>Code</u>	<u>Description</u>
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 Chrome; Towel Bar Type with Anti-Slip Rubber Inserts; for Cab Entry Mounted Left Side Only at "B" Pillar
16SJX	MIRROR, CONVEX, HOOD MOUNTED (2) {Lang Mekra} Bright, Heated, Left and Right Sides 7.44" Sq
16SMH	SEAT, TWO-MAN PASSENGER {National} Fixed Back, Integrated Headrest in Both Occupant Positions, Vinyl, with Under Seat Storage Compartment
16SNN	MIRRORS (2) Thermostatically Controlled Heated Heads, Bright Heads, Black Brackets and Arms, 7.55" x 14.1" Flat Glass, 7.48" x 6.77" Convex Glass Both Sides
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
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
16XCK	WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors
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 Regular and Extended Cabs
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
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

<u>Code</u>	<u>Description</u>
	Services Section:
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
40SZD	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
1	Koenig per quote

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Net Sales Price:		\$185,982.00
Memo Item(s):		
Total Taxes:	\$0.00	
Body/Allied Equipment:	\$98,924.00	
Note: Memo item(s) shown here are included in the above Net Sales Price.		

SOURCEWELL CONTRACT #081716-NVS

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.

Prepared For:

City of Bloomington
 Rob Kronos
 109 E Olive St.
 Bloomington, IL 61701-5219
 (309)434 - 2426
 Reference ID: HV507 6x4 Sourc

Presented By:

RUSH TRUCK CENTERS
 Kevin V Burdell
 3441 Gatlin Road
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 (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.

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2020 HV507 SFA (HV507)

AXLE CONFIG:	6X4
APPLICATION:	Front Plow and Wing with Spreader
MISSION:	Requested GVWR: 54000. Calc. GVWR: 54000 Calc. Start / Grade Ability: 23.69% / 1.88% @ 55 MPH Calc. Geared Speed: 66.5 MPH
DIMENSION:	Wheelbase: 183.00, CA: 108.00, Axle to Frame: 63.00
ENGINE, DIESEL:	{Cummins L9 330} EPA 2017, 330HP @ 2000 RPM, 1000 lb-ft Torque @ 1400 RPM, 2200 RPM Governed Speed, 330 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, 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, TANDEM:	{Meritor MT-40-14X-4DFR} Single Reduction, 40,000-lb Capacity, w/.433"(11mm) Wall Housing Thickness, R Wheel Ends Gear Ratio: 6.14
CAB:	Conventional
TIRE, FRONT:	(2) 12R22.5 Load Range H ENDURANCE RSA (GOODYEAR), 482 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range G G622 RSD (GOODYEAR), 497 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX-400-52} Walking Beam, 40,000-lb Capacity, 52" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
FRAME REINFORCEMENT:	Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 10.813" x 3.892" x 0.312"; (274.6mm x 98.9mm x 8.0mm); 480.0" (12192mm) Maximum OAL
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1WDS	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille
1WGB	WHEELBASE RANGE 177" (450cm) Through and Including 226" (575cm)
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3ADD	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 14,000-lb Capacity, with Shock Absorbers
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	<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 : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic (with Air Cam Brakes) : SLACK ADJUSTERS, REAR Automatic (with Air Cam Brakes) : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
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4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM Capacity
4VGN	AIR TANK Painted Aluminum, with Straight Thread O-Ring Ports
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4VKK	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Back of Cab, Perpendicular to Rail
5710	STEERING COLUMN Tilting and Telescoping

<u>Code</u>	<u>Description</u>
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PSA	STEERING GEAR {Sheppard M100} Power
6DDA	DRIVESHAFT SYSTEM {Dana Spicer} SPL170XL with SPL170XL Interaxle Shaft in lieu of 1710 Driveshaft with 1710 Interaxle Shaft
7BEV	AFTERTREATMENT COVER Steel, Black
7BKS	EXHAUST SYSTEM Single Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
7WAZ	TAIL PIPE (1) Turnback Type, Non-Bright, for Single Exhaust
7WDM	EXHAUST HEIGHT 10'
7WDN	MUFFLER/TAIL PIPE GUARD (1) Non-Bright 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 AVI160P2012} 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
8RML	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/3.5MM Auxiliary Input, MP3, Apple Device Play & Control, Bluetooth for Phone & Music
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
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
8VAY	HORN, ELECTRIC Disc Style
8VUJ	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

<u>Code</u>	<u>Description</u>
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 Black, Single Trumpet, 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
10JPA	CUSTOMER IDENTITY for National Joint Powers Alliance
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
12EHV	ENGINE, DIESEL {Cummins L9 330} EPA 2017, 330HP @ 2000 RPM, 1000 lb-ft Torque @ 1400 RPM, 2200 RPM Governed Speed, 330 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed with Residual Torque Device for Disengaged Fan Speed
	<u>Includes</u> : FAN Nylon
12UWY	RADIATOR Cross Flow, Series System; 1228 SqIn Aluminum Radiator Core and 1167 SqIn Charge Air 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

<u>Code</u>	<u>Description</u>
12VAL	AIR CLEANER Dual Element, with Integral Snow Valve and In-Cab Control
12VGZ	FEDERAL EMISSIONS {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2019
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 From Socket in Standard Location, For a Dealer Installed 120V/300W Max 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 or 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, On/Off Highway
13WAW	OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type
13WDZ	SHIFT CONTROL PARAMETERS Allison S-1 Performance Programming in Primary and Allison Fixed Programming in Secondary
13WET	TRANSMISSION SHIFT CONTROL for Column Mounted Stalk Shifter
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); General Purpose Trucks, Construction
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab
13XAL	PTO LOCATION Left Side of Transmission
14GVY	AXLE, REAR, TANDEM {Meritor MT-40-14X-4DFR} Single Reduction, 40,000-lb Capacity, w/.433"(11mm) Wall Housing Thickness, R Wheel Ends . Gear Ratio: 6.14
14UMB	SUSPENSION, REAR, TANDEM {Hendrickson HMX-400-52} Walking Beam, 40,000-lb Capacity, 52" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
15LMA	LOCATION FUEL/WATER SEPARATOR Mounted Outside Left Rail, 15" Back of Cab
15LMN	FUEL/WATER SEPARATOR {Racor 400 Series,} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor
15SGJ	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 16" Tank Depth, 50 US Gal (189L), with Quick Connect Outlet, Mounted Left Side, Under Cab
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional
16975	HEATER HOSES Silicone
16BAM	AIR CONDITIONER with Integral Heater & 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

<u>Code</u>	<u>Description</u>
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 Chrome; Towel Bar Type with Anti-Slip Rubber Inserts; for Cab Entry Mounted Left Side Only at "B" Pillar
16SJX	MIRROR, CONVEX, HOOD MOUNTED (2) {Lang Mekra} Bright, Heated, Left and Right Sides 7.44" Sq
16SMH	SEAT, TWO-MAN PASSENGER {National} Fixed Back, Integrated Headrest in Both Occupant Positions, Vinyl, with Under Seat Storage Compartment
16SNN	MIRRORS (2) Thermostatically Controlled Heated Heads, Bright Heads, Black Brackets and Arms, 7.55" x 14.1" Flat Glass, 7.48" x 6.77" Convex Glass Both Sides
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
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
16XCK	WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors
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 Regular and Extended Cabs
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
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
7372138102	(8) TIRE, REAR 11R22.5 Load Range G G622 RSD (GOODYEAR), 497 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
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<u>Code</u>	<u>Description</u>
40SZD	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
1	Koenig- bed swap, new wing & plow

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Net Sales Price:		\$188,419.00
Memo Item(s):		
Total Taxes:	\$0.00	
Body/Allied Equipment:	\$96,704.00	
Note: Memo item(s) shown here are included in the above Net Sales Price.		

SOURCEWELL CONTRACT #081716-NVS

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.

Prepared For:

City of Bloomington
 Rob Kroner
 109 E Olive St.
 Bloomington, IL 61701-5219
 (309)434 - 2426
 Reference ID: HV507 6x4 Sourc

Presented By:

RUSH TRUCK CENTERS
 Kevin V Burdell
 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
2020 HV507 SFA (HV507)

AXLE CONFIG:	6X4
APPLICATION:	Front Plow and Wing with Spreader
MISSION:	Requested GVWR: 54000. Calc. GVWR: 54000 Calc. Start / Grade Ability: 23.69% / 1.88% @ 55 MPH Calc. Geared Speed: 66.5 MPH
DIMENSION:	Wheelbase: 183.00, CA: 108.00, Axle to Frame: 63.00
ENGINE, DIESEL:	{Cummins L9 330} EPA 2017, 330HP @ 2000 RPM, 1000 lb-ft Torque @ 1400 RPM, 2200 RPM Governed Speed, 330 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, 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, TANDEM:	{Meritor MT-40-14X-4DFR} Single Reduction, 40,000-lb Capacity, w/.433"(11mm) Wall Housing Thickness, R Wheel Ends Gear Ratio: 6.14
CAB:	Conventional
TIRE, FRONT:	(2) 12R22.5 Load Range H ENDURANCE RSA (GOODYEAR), 482 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range G G622 RSD (GOODYEAR), 497 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX-400-52} Walking Beam, 40,000-lb Capacity, 52" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
FRAME REINFORCEMENT:	Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 10.813" x 3.892" x 0.312"; (274.6mm x 98.9mm x 8.0mm); 480.0" (12192mm) Maximum 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 183.00 Wheelbase, 108.00 CA, and 63.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1AND	AXLE CONFIGURATION {Navistar} 6x4
	<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 Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 10.813" x 3.892" x 0.312"; (274.6mm x 98.9mm x 8.0mm); 480.0" (12192mm) Maximum OAL
1LLA	BUMPER, FRONT Swept Back, Steel, Heavy Duty
1WDS	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille
1WGB	WHEELBASE RANGE 177" (450cm) Through and Including 226" (575cm)
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 : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic (with Air Cam Brakes) : SLACK ADJUSTERS, REAR Automatic (with Air Cam Brakes) : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4193	BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 SqIn Long Stroke Brake Chambers
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck
4722	DRAIN VALVE {Bendix DV-2} Automatic, with Heater, for Air Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)
4EBT	AIR DRYER {Bendix AD-IP} with Heater
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM Capacity
4VGN	AIR TANK Painted Aluminum, with Straight Thread O-Ring Ports
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4VKK	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Back of Cab, Perpendicular to Rail
5710	STEERING COLUMN Tilting and Telescoping

<u>Code</u>	<u>Description</u>
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PSA	STEERING GEAR {Sheppard M100} Power
6DDA	DRIVESHAFT SYSTEM {Dana Spicer} SPL170XL with SPL170XL Interaxle Shaft in lieu of 1710 Driveshaft with 1710 Interaxle Shaft
7BEV	AFTERTREATMENT COVER Steel, Black
7BKS	EXHAUST SYSTEM Single Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
7WAZ	TAIL PIPE (1) Turnback Type, Non-Bright, for Single Exhaust
7WDM	EXHAUST HEIGHT 10'
7WDN	MUFFLER/TAIL PIPE GUARD (1) Non-Bright 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
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16030	CAB Conventional
16975	HEATER HOSES Silicone
16BAM	AIR CONDITIONER with Integral Heater & 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

<u>Code</u>	<u>Description</u>
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 Chrome; Towel Bar Type with Anti-Slip Rubber Inserts; for Cab Entry Mounted Left Side Only at "B" Pillar
16SJX	MIRROR, CONVEX, HOOD MOUNTED (2) {Lang Mekra} Bright, Heated, Left and Right Sides 7.44" Sq
16SMH	SEAT, TWO-MAN PASSENGER {National} Fixed Back, Integrated Headrest in Both Occupant Positions, Vinyl, with Under Seat Storage Compartment
16SNN	MIRRORS (2) Thermostatically Controlled Heated Heads, Bright Heads, Black Brackets and Arms, 7.55" x 14.1" Flat Glass, 7.48" x 6.77" Convex Glass Both Sides
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
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
16XCK	WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors
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 Regular and Extended Cabs
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
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
7372138102	(8) TIRE, REAR 11R22.5 Load Range G G622 RSD (GOODYEAR), 497 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
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<u>Code</u>	<u>Description</u>
40SZD	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
1	Koenig- bed swap, new wing

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Net Sales Price:		\$170,548.00
Memo Item(s):		
Total Taxes:	\$0.00	
Body/Allied Equipment:	\$78,833.00	
Note: Memo item(s) shown here are included in the above Net Sales Price.		

SOURCEWELL CONTRACT #081716-NVS

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.

Prepared For:

City of Bloomington
 Rob Kronen
 109 E Olive St.
 Bloomington, IL 61701-5219
 (309)434 - 2426
 Reference ID: HV507 4x2 Sourc

Presented By:

RUSH TRUCK CENTERS
 Kevin V Burdell
 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
2020 HV507 SFA (HV507)

AXLE CONFIG:	4X2
APPLICATION:	Front Plow and Wing with Spreader
MISSION:	Requested GVWR: 40000. Calc. GVWR: 40000 Calc. Start / Grade Ability: 29.83% / 2.57% @ 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 2017, 300HP @ 2000 RPM, 860 lb-ft Torque @ 1300 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, 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
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:	Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 10.813" x 3.892" x 0.312"; (274.6mm x 98.9mm x 8.0mm); 480.0" (12192mm) Maximum 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 Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 10.813" x 3.892" x 0.312"; (274.6mm x 98.9mm x 8.0mm); 480.0" (12192mm) Maximum 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 : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic (with Air Cam Brakes) : SLACK ADJUSTERS, REAR Automatic (with Air Cam Brakes) : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4193	BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 SqIn Long Stroke Brake Chambers
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck
4722	DRAIN VALVE {Bendix DV-2} Automatic, with Heater, for Air Tank
4773	BRAKE SHOES, REAR Cast
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)
4EBT	AIR DRYER {Bendix AD-IP} with Heater
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM Capacity
4VGN	AIR TANK Painted Aluminum, with Straight Thread O-Ring Ports
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4VKK	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Back of Cab, Perpendicular to Rail

<u>Code</u>	<u>Description</u>
5710	STEERING COLUMN Tilting and Telescoping
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PSA	STEERING GEAR {Sheppard M100} Power
6DBY	DRIVESHAFT {Dana Spicer} SPL170XL Series in lieu of SPL140
7BEV	AFTERTREATMENT COVER Steel, Black
7BKS	EXHAUST SYSTEM Single Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
7WAZ	TAIL PIPE (1) Turnback Type, Non-Bright, for Single Exhaust
7WDM	EXHAUST HEIGHT 10'
7WDN	MUFFLER/TAIL PIPE GUARD (1) Non-Bright 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 AVI160P2012} 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
8RML	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/3.5MM Auxiliary Input, MP3, Apple Device Play & Control, Bluetooth for Phone & Music
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
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
8VAY	HORN, ELECTRIC Disc Style
8VUJ	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab
8WBW	JUMP START STUD Remote Mounted

<u>Code</u>	<u>Description</u>
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 Black, Single Trumpet, 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
10JPA	CUSTOMER IDENTITY for National Joint Powers Alliance
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
12EHU	ENGINE, DIESEL {Cummins L9 300} EPA 2017, 300HP @ 2000 RPM, 860 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed with Residual Torque Device for Disengaged Fan Speed
	<u>Includes</u> : FAN Nylon
12UWY	RADIATOR Cross Flow, Series System; 1228 SqIn Aluminum Radiator Core and 1167 SqIn Charge Air Cooler
	<u>Includes</u> : DEAERATION SYSTEM with Surge Tank

<u>Code</u>	<u>Description</u>
	: 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
12VGZ	FEDERAL EMISSIONS {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2019
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 From Socket in Standard Location, For a Dealer Installed 120V/300W Max 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 or 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, On/Off Highway
13WAW	OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type
13WDZ	SHIFT CONTROL PARAMETERS Allison S-1 Performance Programming in Primary and Allison Fixed Programming in Secondary
13WET	TRANSMISSION SHIFT CONTROL for Column Mounted Stalk Shifter
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); General Purpose Trucks, Construction
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab
13XAL	PTO LOCATION 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
14SAL	SUSPENSION, REAR, SINGLE 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Multileaf Springs
15LMA	LOCATION FUEL/WATER SEPARATOR Mounted Outside Left Rail, 15" Back of Cab
15LMN	FUEL/WATER SEPARATOR {Racor 400 Series,} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor
15SGJ	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 16" Tank Depth, 50 US Gal (189L), with Quick Connect Outlet, Mounted Left Side, Under Cab
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional
16975	HEATER HOSES Silicone
16BAM	AIR CONDITIONER with Integral Heater & Defroster

<u>Code</u>	<u>Description</u>
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
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	<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
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16XCK	WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors
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 Regular and Extended Cabs
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
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

<u>Code</u>	<u>Description</u>
	Services Section:
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
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1	Koenig per quote - bed swap

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Net Sales Price:		\$144,532.00
Memo Item(s):		
Total Taxes:	\$0.00	
Body/Allied Equipment:	\$57,474.00	
Note: Memo item(s) shown here are included in the above Net Sales Price.		

SOURCEWELL CONTRACT #081716-NVS

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.



CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: February 25, 2019

SPONSORING DEPARTMENT: Community Development - Office of Grants Administration

SUBJECT: Consideration of a Resolution approving the acceptance of the Illinois Housing Development Authority's Single Family Rehabilitation Grant in the amount of \$378,000, as requested by the Community Development Department - Office of Grants Administration.

RECOMMENDATION/MOTION: The Resolution approving acceptance of the Illinois Housing Development Authority's Single Family Rehabilitation Grant be approved, and the Mayor and Interim City Clerk be authorized to execute all necessary documents.

STRATEGIC PLAN LINK: Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE: Objective 4b. Updated quality of older housing stock; Objective C. Preservation of property values/home valuations.

BACKGROUND: In 2017, the City received \$236,250 in Round 1 Single Family Rehabilitation (SFR) funding from the Illinois Housing Development Authority (IHDA). Each SFR Round operates on a 2-year cycle, with the Round 1 funding cycle coming to an end in April 2019. IHDA offers SFR program participants rehabilitation loans through a 0% interest, 5-year forgivable mortgage. Through Round 1, the City was awarded funding to complete five rehabilitation projects for income-qualified residents at \$45,000/project. Several projects were completed under-budget allowing for completion of a 6th project.

The City has applied for and been awarded SFR Round 2 funding in the amount of \$378,000. Through this opportunity, the City will offer at least eight low-to-moderate income homeowners the opportunity to complete home rehabilitation under the same terms as those assisted in Round 1. The grant allows up to 5% of funding to be utilized to cover administration expenses such as staff salary and benefits related to implementation of the award.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Habitat for Humanity, McLean County Regional Planning Commission and West Bloomington Revitalization Project.

FINANCIAL IMPACT: Reimbursement of staff time for both administrative and rehabilitation service delivery will reduce General Fund expenses. All other project expenditures are reimbursed at 100% with no match required.

COMMUNITY DEVELOPMENT IMPACT: 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. Goal H-1.2: Ensure an adequate supply of affordable housing for low to moderate income households. Goal H-1.3: Create a life long community by fostering housing stock that meets all the needs of residents of all ages and abilities.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: NA

Respectfully submitted for Council consideration.

Prepared By:	Jennifer Toney, Grants Coordinator
Reviewed By:	Bob Mahrt, Community Development Director
Finance & Budgetary Review By:	Chris Tomerlin, Budget Manager Scott Rathbun, Finance Director
Legal Review By:	Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- CD 1B - RESOLUTION IHDA CONDITIONAL COMMITMENT - SINGLE FAMILY REHABILITATION GRANT
- CD 1C - LETTER IHDA CONDITIONAL COMMITMENT - SINGLE FAMILY REHABILITATION GRANT

RESOLUTION NO. 2019 - ____

**A RESOLUTION APPROVING ACCEPTANCE OF THE ILLINOIS HOUSING DEVELOPMENT
AUTHORITY'S SINGLE FAMILY REHABILITATION GRANT**

WHEREAS, in 2017, the City of Bloomington received \$236,250 in Round 1 Single Family Rehabilitation ("SFR") funding from the Illinois Housing Development Authority ("IHDA"); and

WHEREAS, through the 2017 grant, the City completed six rehabilitation projects for income-qualified residents; and

WHEREAS, the City applied for and was awarded SFR Round 2 funding in the amount of \$378,000, which will allow the City to offer at least eight low-to-moderate income homeowners the opportunity to complete home rehabilitation; and

WHEREAS, the City Council finds it in the best interest of the City to accept the IHDA SFR Grant in the amount of \$378,000.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, ILLINOIS THAT THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY'S SINGLE FAMILY REHABILITATION GRANT IS HEREBY ACCEPTED AND THAT THE MAYOR IS AUTHORIZED TO EXECUTE ANY NECESSARY DOCUMENTS, INCLUDING THE CONDITIONAL COMMITMENT LETTER TO EFFECTUATE ACCEPTANCE OF THE GRANT.

PASSED this 25th day of February 2019.

APPROVED this ____ day of _____ 2019.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, Interim City Clerk

**TRUST FUND
SINGLE FAMILY
LOANS**

February 13, 2019

The Honorable Tari Renner
City of Bloomington
109 E. Olive, P.O. Box 3157
Bloomington, Illinois 61701

Re: Conditional Commitment Letter (this “Letter”)
Single Family Rehab Program
City of Bloomington (STF-51507)

Dear Mayor Renner:

The Illinois Housing Development Authority (“IHDA”) is the program administrator of the Illinois Affordable Housing Program (the “Program”), as that program is authorized by the Illinois Affordable Housing Act, 310 ILCS 65/1 *et seq.*, as amended from time to time (the “Trust Fund Act”), and the rules promulgated under the Trust Fund Act, as amended and supplemented from time to time (the “Rules”). All capitalized terms used in this Letter and not otherwise defined shall have the meanings established in the Trust Fund Act, and if not defined there, the meanings established in the Rules.

City of Bloomington, an Illinois unit of local government (“Sponsor”), has applied to IHDA for, and IHDA agrees to make, funds available in the maximum amount of Three Hundred Seventy-Eight Thousand and No/100 Dollars (\$378,000.00) (the “Funds”) from the Illinois Affordable Housing Trust Fund (the “Trust Fund”), pursuant to Section 8 of the Trust Fund Act, to make forgivable mortgage loans (“Loans”) to certain Low Income Households (defined as a household income at or below 80% of the area median income) and Very Low Income Households (defined as a household income at or below 50% of the area median income) in connection with making repairs (the “Rehabilitation”) to their homes (the “Households”) by (i) replacing costly maintenance items for the purpose of removing health and safety hazards (the “Health and Safety Rehabilitation”); or (ii) if no such health and safety hazards are present, repairing or replacing the roof to mitigate damage and deterioration so that the home is insurable (the “Roof Rehabilitation”), to approximately eight (8) single family homes (the “Homes”), located in Bloomington, Illinois, to be identified at a later date (the “Project”). The provision of the Funds shall be subject to the contingencies, terms and conditions set forth below.

A. CONTINGENCIES: IHDA’s performance of its obligations under this Letter is contingent upon:

- 1. Availability of Appropriations** (30 ILCS 500/20-60). IHDA shall use its

best efforts to secure sufficient appropriations to fund the Loans. However, IHDA's obligations hereunder shall cease immediately, without penalty, if: (a) the Illinois General Assembly fails to make an appropriation sufficient to pay such obligations; (b) adequate funds are not appropriated or granted to IHDA by the Illinois General Assembly to allow IHDA to fulfill its obligations under this Letter; or (c) funds appropriated are de-appropriated or not allocated, or if funds needed by IHDA, at IHDA's sole discretion, are insufficient to complete the Project. IHDA shall give the Sponsor notice of insufficient funding as soon as practicable. The Sponsor's obligation to perform shall cease upon receipt of the notice.

2. Other contingencies. IHDA's performance of its obligations under this Letter, dated as of the date set forth above, is also contingent upon the Sponsor's completion or satisfaction of each and all of the terms and conditions listed below to IHDA's sole satisfaction.

IHDA's performance is also contingent upon its determination, in its sole discretion, on the Closing Date (as hereinafter defined) and each date thereafter upon which Funds are to be disbursed, that the (i) funds received from all sources listed above, plus any additional funds provided by the Sponsor or any other funding source, will be sufficient to complete the Rehabilitation of the Homes constituting the Project; and (ii) the Sponsor, its constituent or related entities, or its members, shareholders or other related individual, not being in default under the terms of any other loan or grant made by IHDA under the Trust Fund or any other IHDA program, or not having been in default under the terms of any other loan or grant made by IHDA under any IHDA program and failed to cure that default.

B. GENERAL CONDITIONS: This Letter and the Funds shall be subject to the terms and conditions of the Trust Fund Act, the Rules, the Illinois Housing Development Act, 20 ILCS 3805/1 *et seq.*, as amended from time to time (the "Act"), and the rules, policies and procedures now or hereafter adopted by IHDA pursuant to the Act, all as amended and supplemented from time to time. In addition, the Sponsor shall review and become familiar with the program requirements as set forth in that certain Trust Fund Single Family Rehab Program Manual (as amended and supplemented from time to time, the "Program Manual"). The Program Manual shall be incorporated into this Letter by this reference and is available electronically upon request.

C. TERMS AND CONDITIONS OF THE FUNDS: The provision of the Funds shall be subject to the following terms and conditions:

1. Amount of Funds. The Funds shall be in the amount of THREE HUNDRED SEVENTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$378,000.00).

2. Conditions of Funds. As set forth above, Loans to Low Income Households (defined as a household income at or below 80% of the area median income) and Very Low Income Households (defined as a household income at or below 50% of the area median income) for Health and Safety Rehabilitation shall not exceed Forty-Five Thousand and No/100 Dollars (\$45,000.00), (ii) bear no interest, (iii) have a term of five (5) years (as applicable, the "Term"), and (iv) be

forgiven at the rate of one-sixtieth (1/60th) of the amount of the Loan at the end of each month throughout the Term. Loans to Low Income Households for Roof Rehabilitation shall not exceed Sixteen Thousand Five Hundred and No/100 Dollars (\$16,500.00), (ii) bear no interest, (iii) have a term of three (3) years (as applicable, the “Term”), and (iv) be forgiven at the rate of one thirty-sixth (1/36th) of the amount of the Loan at the end of each month throughout the Term. The unforgiven, outstanding amount of each Loan shall be payable in full upon the earlier of (w) the sale or transfer of the Home, other than by inheritance to a co-owner of the Home or by operation of law upon the death of a joint tenant owner or to a spouse as a result of a divorce of co-owners or (x) the Home is no longer the principal residence of the Household or (y) a refinancing of the Home resulting in the Household being allowed to receive a cash payment. To the extent Loan funds are available, Households may transfer such available funds from Roof Rehabilitation to Health and Safety Rehabilitation if health and safety issues are discovered in the Home; however, these two rehabilitation options may not be combined and the total funding may not exceed Forty-Five Thousand and No/100 Dollars (\$45,000.00) per Home.

3. Closing Date. The closing of the Funds shall occur at such time (the “Closing Date”) as: (i) the Sponsor has satisfied all of the requirements set forth in this Letter, as determined in IHDA’s sole discretion; and (ii) IHDA has issued its internal closing memo authorizing the closing of the Funds. Unless otherwise agreed in writing by the parties, the Closing Date shall be no later than April 30, 2019 (the “Outside Closing Date”). **If the closing of the Funds does not occur on or before the Outside Closing Date, this Letter shall terminate and shall not be extended.**

4. Purpose of Funds. The Sponsor shall enter into a funding agreement (the “Funding Agreement”) with IHDA setting forth the terms and conditions governing the disbursement and use of the Funds. The Funding Agreement shall contain provisions including, but not limited to, the following:

a. Use of Funds. The Sponsor shall use the Funds to make Loans to Households approved by the Sponsor to participate in the Project. The proceeds of the Loans shall be used to address health and safety issues of the property or to mitigate roof damage and deterioration so that the property is insurable. Funds may not be used for institutional properties, but must be for independently-owned residences.

b. Conditions of Loans.

i. As set forth herein in **Paragraph C.2**, along with the other conditions provided, the Loans shall not exceed Forty-Five Thousand and No/100 Dollars (\$45,000.00) for Health and Safety Rehabilitation or Sixteen Thousand Five Hundred and No/100 Dollars (\$16,500.00) for Roof Rehabilitation. Each Loan shall be governed by an Owner Agreement entered into by and between the Sponsor and the Household and further evidenced by a Note and a Mortgage from the Household, each in favor of IHDA.

c. Project Completion Date. All Loans shall be made no later than twenty-four (24) months of the Closing Date (the “Termination Date”). Any unexpended funds as of the Termination Date shall be returned to IHDA.

5. **Disbursement Date.** Funds will be disbursed upon submission of payout documentation acceptable to IHDA, as more fully described in the Program Manual.

6. **Funds Documents.** Prior to the closing of the Funds, the Sponsor shall deliver to IHDA two (2) original copies of the Funding Agreement executed by the Sponsor and such other documents as IHDA may reasonably require, in its sole discretion. This Letter, the Funding Agreement, and all other documents governing or securing the Funds are collectively referred to in this Letter as, the “Funding Documents”.

7. **Sponsor’s Eligible Fees.**

a. The Sponsor may retain a maximum of five percent (5%) of the Funds for reimbursement of administrative costs (as further described in the Program Manual); provided however, that such administrative costs are eligible costs to be determined IHDA in its sole discretion.

b. The Sponsor may retain a portion of the Funds to pay for the administrative costs of each Project (“Project Delivery”) (as further described in the Program Manual) in an amount not to exceed a fifteen percent (15%) of the total amount of (i) the respective Loan plus (ii) any and all soft costs of the respective Project (as defined in the Project Manual); provided however, that the costs for Project Delivery are eligible costs to be determined IHDA in its sole discretion.

8. **Other Showings.** Not less than ten (10) business days prior to the closing of the Funds, the Sponsor shall, at its sole cost and expense, deliver to IHDA, the following documents, in form and substance satisfactory to IHDA:

a. Resolution or ordinance of the Sponsor, certified by the clerk or other authorized municipal official acceptable to the Authority, within thirty (30) days of the Closing Date, authorizing the Project and the execution of the Funding Agreement and any other documents in connection with the Project; Certificate of Incumbency of the Sponsor indicating those officers and/or officials who are authorized to execute and deliver the Funding Agreement and any other documents in connection with the Project, with specimen signatures of those officers and/or officials, certified by an authorized officer or official of the Sponsor, as of a date within thirty (30) days prior to the Closing Date;

b. Participant Selection Plan;

c. Drug-Free Workplace Certification in the form attached to this Letter as **Exhibit A**;

d. A Taxpayer Identification Number Certification in the form attached hereto as **Exhibit B**; and

e. Any and all other documents and showings requested by IHDA or its

counsel, in their sole discretion.

9. Privacy Act Certification. The Sponsor certifies, to the best of its knowledge and belief, that the undersigned has adopted and implemented and will enforce an Information Security Policy (“Privacy Policy”) that: (a) complies with the Gramm-Leach-Bliley Act (the “GLB Act”); (b) complies with the Federal Trade Commission’s established policies and procedures for safeguarding information for applicants’ and individual participants (“Participants”) of the Project (the “Safeguard Rule”); (c) includes appropriate measures to dispose of applicants’ and Participants’ information in compliance with the foregoing (the “Disposal Rule”); and (d) complies with the Personal Information Act (the “PIP Act”) (the GLB Act, the Safeguard Rule, the Disposal Rule and the PIP Act shall be collectively referred to herein as the “Privacy Legislation”).

The Sponsor additionally certifies, to the best of its knowledge and belief, that the undersigned’s Privacy Policy: (a) creates a form of privacy notice that is in compliance with the Privacy Legislation (“Privacy Notice”); (b) requires that the Privacy Notice be delivered to all individuals prior to a relationship being established with and prior to the applicant disclosing any nonpublic personal information to the Sponsor regardless of whether or not a loan is extended to this individual; (c) directs that the Privacy Notice be sent by mail to the last known address or delivered in person to all of the existing Participants under the Project and yearly thereafter for the duration of the relationship with the Participants; (d) provides that if the Sponsor changes its Privacy Policy that the Sponsor will need to provide a new, revised Privacy Notice reflecting the changes to the Privacy Policy to the Participants; and (e) complies with all of the requirements set forth in that certain Notice Regarding Privacy Act delivered to the Sponsor by the Authority.

The Sponsor acknowledges that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

D. LIMITATIONS ON USE OF THE PROJECT. All of the Homes shall be occupied by Low Income Households (defined as a household income at or below 80% of the area median income) and Very Low Income Households (defined as a household income at or below 50% of the area median income). A copy of the current income guidelines is available on IHDA’s website at <https://www.ihda.org/my-community/revitalization-programs>. The Sponsor shall obtain evidence, satisfactory to IHDA, of each prospective Household’s income prior to the disbursement of any Loan.

E. GENERAL PROVISIONS.

- 1. Assignment.** This Letter is not assignable by the Sponsor, in whole or in part.
- 2. Termination.** If the closing of the provision of the Funds does not take place on or before the Outside Closing Date, this Letter shall immediately terminate and be of no further force and effect.
- 3. No Personal Liability.** No member, officer, agent or employee of IHDA or the Advisory Commission, or their successors and assigns, shall be liable personally concerning any

matters arising out of or in relation to the undertakings or obligations set forth in this Letter.

4. **Indemnification of IHDA.** The Sponsor agrees to defend and indemnify and hold harmless IHDA from and against any and all damages, including, but not limited to, any past, present or future claims, actions, causes of action, suits, demands, liens, debts, judgments, losses, costs, liabilities and other expenses, including, but not limited to, reasonable attorneys' fees, costs, disbursements, and other expenses, that IHDA may incur or suffer by reason of or in connection with the Project. The Sponsor further agrees that IHDA, if it so chooses, shall have the right to select its own counsel with respect to any such claims. The obligations of the Sponsor under this **Paragraph E.4** shall survive the provision of the Funds.

5. **State Debt.** By signing and accepting this Letter, the Sponsor is hereby declaring and certifying that it and its affiliates and related entities are not delinquent in the payment of any debt to the State of Illinois (or if delinquent, has entered into a deferred payment plan to pay the debt) and the Sponsor and its affiliates and related entities acknowledge that IHDA may declare this Letter null and void if this certification is false or if the Sponsor, its affiliates or related entities later becomes delinquent and has not entered into a deferred payment plan to pay off the debt.

6. **Time for Acceptance.** The terms and conditions of this Letter shall not become effective unless the Sponsor unconditionally accepts it by executing two (2) copies of this Letter in the space provided below and returning them to Kathryn Finn, c/o the Illinois Housing Development Authority, 111 East Wacker Drive, Suite 1000, Chicago, Illinois 60601, within sufficient time so that she actually receives them within fourteen (14) days of the date of this Letter. If not accepted unconditionally and received by IHDA as provided above, this Letter shall automatically become void and of no legal effect.

7. **Publicity.** IHDA reserves the right to publicize the issuance of this Letter and the provision of the Funds. The Sponsor agrees that IHDA may use photographs of the interior and exterior of the Project for its future marketing and public relations purposes. The Sponsor shall notify IHDA immediately of any formal publicity in connection with the Project that is arranged or promoted by the Sponsor or any other party participating in the financing or development of the Project. Formal publicity includes, but is not limited to, participation in news conferences and media events such as ground breaking and dedication ceremonies. IHDA shall have the right to approve the dates of any formal publicity events and the content of any media releases for such events. The use of IHDA's name in any signage, advertising or in any other manner is subject to IHDA's prior written consent.

8. **Survival of Obligations.** The Sponsor's obligations as set forth in this Letter shall survive the Closing Date and the Sponsor shall continue to cooperate with IHDA and furnish any documents, exhibits or showings required. In the event of a conflict between this Letter and the Funding Agreement, IHDA shall determine which document shall control.

9. **Notices.** Any notice, demand, request or other communication which any party may desire or may be required to give to any other party under this Letter shall be given in writing, at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified United States mail, postage prepaid, return receipt requested.

The Sponsor:

City of Bloomington
109 E. Olive, P.O. Box 3157
Bloomington, Illinois 61701
Attn: The Honorable Tari Renner

IHDA:

Illinois Housing Development Authority
111 East Wacker Drive, Suite 1000
Chicago, Illinois 60601
Attn: Legal Department

Such addresses may be changed by notice to the other party given in the same manner as provided in this Letter. Any notice, demand, request or other communication sent pursuant to subsection (a) shall be served and effective upon such personal service. Any notice, demand, request or other communication sent pursuant to subsection (b) shall be served and effective one (1) day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subsection (c) shall be served and effective three (3) days after proper deposit with the United States Postal Service.

10. Errors and Omissions. IHDA reserves the right in its sole and absolute discretion, to change or insert terms and conditions contained in this Letter which are incorrect or which were omitted herein, based upon errors and omissions of the Authority.

11. Counterparts. This Letter may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Letter must be produced or exhibited, be the Letter, but all such counterparts shall constitute one and the same instrument. IHDA reserves, in its sole and absolute discretion, the right to require original signatures or to rely on facsimile transmissions or photocopies of facsimile transmissions and the Sponsor, hereby waives any rights to object to the validity of their signature based upon IHDA's determination as aforesaid.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

Very truly yours,

**ILLINOIS HOUSING DEVELOPMENT
AUTHORITY**

By: _____
Audra Hamernik, Executive Director

Signed on _____, 2019

Approved as to form:

By: _____
Maureen G. Ohle, General Counsel

By: _____
Nandini Natarajan, Chief Financial Officer

Accepted by the Sponsor this

_____ day of _____, 2019

City of Bloomington,
an Illinois unit of local government

By: _____
Name: Tari Renner
Its: Mayor

Exhibits:

A: Drug-Free Workplace Certification

B: Taxpayer Identification Number Certificate

EXHIBIT A

STATE OF ILLINOIS

Drug Free Workplace Certification

This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment from contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, “grantee” or “contractor” means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of the issuing of the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee’s or contractor’s workplace;
- (2) Specifying the actions that will be taken against employees for violations of such prohibition; and
- (3) Notifying the employees that, as a condition of employment on such contract or grant, the employee will:
 - A. abide by the terms of the statement; and
 - B. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

- (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by paragraph (a) hereof to each employee engaged in the performance of the contract or grant and posting the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under subparagraph (3) of paragraph (a) hereof from an employee, or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

City of Bloomington
Printed Name of Organization

Signature of Authorized Representative

Tari Renner, Mayor
Printed Name and Title

Date: _____

EXHIBIT B

TAXPAYER IDENTIFICATION NUMBER

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).
 - If you are an individual, enter your name and SSN as it appears on your Social Security Card.
 - If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
 - If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.
 - If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
 - For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: _____

Business Name: City of Bloomington

Taxpayer Identification Number: Employer Identification Number - 37-6001563

Legal Status (check one):

☐ Individual

☐ Governmental

☐ Sole Proprietor

☐ Nonresident alien

☐ Partnership

☐ Estate or trust

☐ Legal Services Corporation

☐ Pharmacy (Non-Corp.)

☐ Tax-exempt

☐ Pharmacy/Funeral Home/Cemetery (Corp.)

☐ Corporation providing or billing
classification)
medical and/or health care services

☐ Limited Liability Company (select applicable tax

☐ Corporation NOT providing or billing
medical and/or health care services

☐ D = disregarded entity

☐ C = corporation

☐ P = partnership

Signature: _____

Date: _____



CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: February 25, 2019

SPONSORING DEPARTMENT: Parks, Recreation, and Cultural Arts and Legal

SUBJECT: Consideration of a Resolution Repealing Use Restrictions on Sunnyside Park so a portion may be sold to the Boys & Girls Club, as requested by the Parks, Recreation, and Cultural Arts and Legal Departments.

RECOMMENDATION/MOTION: The Resolution Repealing Use Restrictions on Sunnyside Park and other property and amending previous resolutions of the City be approved, and the Mayor and Interim City Clerk be authorized to execute the Resolution.

STRATEGIC PLAN LINK: Goal 2. Upgrade City Infrastructure and Facilities and Goal 5 - Great Place - Livable, Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer services and Objective 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: On September 10, 2018, the City Council approved a Memorandum of Understanding with the Boys & Girls Club ("Club") of Bloomington-Normal demonstrating the intent of the parties to sell certain property to the Club for the development of a new youth center. The property to be sold is a portion of Sunnyside Park approximating 3.34 acres. An adjacent tract of land, approximately 3 acres, will be developed with green, park space to maintain the same amount of open park land in the neighborhood.

When Sunnyside Park ("Property") was originally acquired by the City, it was done so under the Open Space Program with the United States Government. As part of the transaction, and in accordance with the Program, the City adopted a resolution restricting the use of the Property "for permanent open-space purposes, and the open-space use or uses or of said land for park and recreational purposes, conservation of land and other natural resources, or historic or scenic purposes." However, since the adoption of the resolution by the City, the United States Department of Housing and Urban Development's restrictions under the Open Space Program were repealed. Accordingly, the City is therefore now free to convey the Property upon removal of the previous restrictions found in the City's 1971 resolution recorded as Document No. 71-6088.

To provide clear title and be able to maximize the use for the Property, the proposed

resolution repeals all restrictions on the Property previously imposed by the 1971 resolution.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Boys & Girls Club of Bloomington-Normal

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: Goal N-1.2. Prioritize, with urgency, the revitalization of the neighborhoods in the Regeneration Area; Objective N-1.2i. Recognize the importance of programming to create a sense of community within the neighborhoods and support organizations that offer such programs; Goal EDU1.2. The City will partner with District 87 to revitalize the established neighborhoods in the core of the City; Objective Edu-1.2d. Continue to make Regeneration and Preservation areas attractive to families with young children; Goal CF-1.4. Focus resources on maintaining and developing facilities that support the goal of contiguous and compact growth; and Objective CF-1.4b. Prioritize capital improvements to spur new developments in areas that can leverage existing community facilities such as fire stations.

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

Respectfully submitted for Council consideration.

Prepared By: Lisa H. Hartzler, Sorling Northrup

Reviewed By: Jeffrey R. Jurgens, Corporation Counsel

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager
Scott Rathbun, Finance Director

Community Development Review By: Bob Mahrt, Community Development Director

Recommended by:



Tim Gleason
City Manager

Attachments:

- LGL 1B - RESOLUTION SUNNYSIDE PARK
- LGL 1C - EXHIBIT A RESOLUTION SUNNYSIDE PARK

RESOLUTION NO. 2019 - ____

**A RESOLUTION REPEALING USE RESTRICTIONS ON SUNNYSIDE PARK
AND OTHER PROPERTY AND AMENDING PREVIOUS RESOLUTIONS OF THE CITY**

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

WHEREAS, the City of Bloomington entered into Open Space Project Contract No. Ill. OSA-230 with the United States Government dated December 23, 1970, for the purpose of obtaining Federal funds under Title VII of the Housing Act of 1961 to acquire and develop land;

WHEREAS, pursuant to said contract, the City of Bloomington acquired real property in the City of Bloomington, including property now commonly known as Sunnyside Park, and described as follows (hereinafter "Property"):

Lots 1 thru 50 of Block 3 and lots 1 thru 25 of Block 6 in Sunnyside Subdivision, in Bloomington, Illinois, including Illinois Street, Iowa Street and the included alley having a total acreage of 5.94 acres.

Lots 3, 4, 5, 6 and the South 11 feet of Lot 2 in Block 2 in Perry's Addition City of Bloomington, including the alley between Western Avenue and Morris Avenue, having a total acreage of .78 acres.

WHEREAS, the City of Bloomington by resolution dated July 12, 1971, restricted the use of the Property "for permanent open-space purposes, and the open-space use or uses of said land for park and recreational purposes, conservation of land and other natural resources, or historic or scenic purposes," which resolution was recorded in McLean County on July 20, 1971, as Document No. 71-6088;

WHEREAS, further pursuant to said resolution, the City of Bloomington also agreed that the Property may not be sold, leased, or otherwise transferred without the prior written approval of the United States Secretary of Housing and Urban Development, his designee, or any successor thereto;

WHEREAS, the City of Bloomington has determined that repealing the restrictions on the Property will facilitate a sale of a portion of the Property and is in the best interests of the City; and

WHEREAS, the United States Department of Housing and Urban Development determined that restrictions imposed by Open Space Program contracts were repealed and stated in the letter attached as Exhibit A hereto and dated September 28, 2018, that no approval of a sale of the Property is required from the Department;

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

1. The above recitals are hereby incorporated into the body of this Resolution and restated as though set forth herein.
2. All restrictions on the Property adopted by City of Bloomington Resolution dated July 12, 1971, and recorded in McLean County on July 20, 1971, as Document No. 71-6088 are hereby repealed.
3. The Mayor, City Manager and City Clerk of Bloomington are authorized and directed to execute and deliver such instruments, if any, to implement this Resolution and to take any other action as may be necessary.
4. This Resolution shall become effective immediately upon its passage and approval as required by law.

PASSED this 25th day of February 2019.

APPROVED this ____ day of February 2019.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, Interim City Clerk

EXHIBIT A



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Illinois State Office
77 W. Jackson Blvd.
Chicago, Illinois 60604-3507

OFFICE OF
COMMUNITY PLANNING & DEVELOPMENT

Tim Gleason, City Manager
City of Bloomington
109 E. Olive St.
Bloomington, IL 61701

SEP 28 2018

Dear Mr. Gleason:

SUBJECT: Illinois Open Space Use Restrictions\
Contract No. Ill. OSA-230

On September 5, 2018, HUD received correspondence from the City of Bloomington's attorney, Ms. Lisa Harms Hartzler, with Sorling Northrup Attorneys, concerning park land acquired with the subject grant from HUD in 1971. The attorney noted that a title search indicated that the site had a permanent restriction requiring it to remain as open space, pursuant to conditions contained in the HUD grant. According to Ms. Harms Hartzler, the City is requesting permission to convey a portion of that park land to the Boys and Girls Club for development of a facility.

HUD has researched the City's request and determined that, per an internal policy memorandum issued in 1984, HUD restrictions under the Open Space Program have been repealed. As such, it is no longer necessary for the City of Bloomington to request approval for the conveyance of the subject property for future development.

Should you have any questions regarding this letter, please Program Manager Kimberly Danna at (312) 913-8721 or via email at kimberly.danna@hud.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "DKathan", written over a horizontal line.

Donald Kathan
Director



CONSENT AGENDA ITEM NO. 7G

FOR COUNCIL: February 25, 2019

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of an Ordinance conveying a Bridge Construction and Maintenance Easement located in Hudson, IL (Parcel 08-18-100-023) to McLean County, as requested by the Public Works Department.

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

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

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

BACKGROUND: The Public Works Department is recommending an ordinance that will provide for the conveyance of a permanent bridge construction and maintenance easement to Mclean County.

The bridge crossing Money Creek, a tributary of Lake Bloomington, is the responsibility of McLean County. The McLean County Highway Department has determined that the bridge needs to be replaced. In order to properly construct and maintain the bridge, a permanent easement is required. McLean County is planning a public meeting to discuss the construction project in March, 2019 with construction beginning during the summer of 2019.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: McLean County

FINANCIAL IMPACT: Other than nominal recording fees, there will be no additional financial impact to the City.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By:

Joseph M. Darter, Property Manager
Brett Lueschen, Operations Manager
Michael Hill, Miscellaneous Technical Assistant

Reviewed By:

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

Finance & Budgetary Review By:

Chris Tomerlin, Budget Manager
Scott Rathbun, Finance Director

Legal Review By:

George D. Boyle, Assistant Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason', with a stylized flourish at the end.

Tim Gleason
City Manager

Attachments:

- PW 1B - ORDINANCE MCLEAN COUNTY EASEMENT
- PW 1C - LEGAL DESCRIPTION MCLEAN COUNTY EASEMENT
- PW 1D - PLAT SURVEY MCLEAN COUNTY EASEMENT
- PW 1E - LOCATION MAP MCLEAN COUNTY EASEMENT

ORDINANCE NO. 2019 - __

**AN ORDINANCE CONVEYING A BRIDGE CONSTRUCTION AND MAINTENANCE EASEMENT
LOCATED IN HUDSON, IL (PARCEL #08-18-100-023) TO MCLEAN COUNTY**

WHEREAS, there is a bridge over Money Creek in Hudson, Illinois that is the responsibility of the McLean County Highway Department; and

WHEREAS, said Department needs access to said bridge in order to replace and maintain said structure; and

WHEREAS, construction and maintenance of said bridge would benefit the public; and

WHEREAS, the City Council of said City has the power to pass this Ordinance and convey said easement.

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

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

SECTION 2. That the Easement legally described in Exhibit A, attached hereto, and depicted on the Permanent Easement Plat dated January 24, 2019, is hereby conveyed to McLean County, Illinois.

SECTION 3. That this Easement shall be recorded with the County Clerk.

SECTION 4. This ordinance shall be effective upon its passage and approval.

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

PASSED this 25th day of February 2019.

APPROVED this __ day of February 2019.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, Interim City Clerk

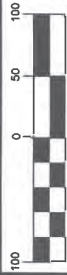
EXHIBIT A

Owner: Lake Bloomington
Parcel: PE1
Route: C.H. 63
Section: 17-00123-01-BR
County: McLean
Station: 22+50 to 31+62.63
P.I.N.: 08-18-100-023

That part of Government Lot 2 in the Northwest Quarter of Section 18, Township 25 North, Range 3 East of the Third Principal Meridian, in Money Creek Township, McLean County, Illinois, described as follows, using bearings and distances referenced to the Illinois State Plane Coordinate System, East Zone, North American Datum of 1983 (2011 Adjustment):

Commencing at a 5/8-inch rebar found at the northeast corner of said Government Lot 2 per Lake Bloomington Heights Subdivision Document No. 97 2410; thence South 00 degrees 32 minutes 24 seconds East, 790.50 feet along the east line of said Government Lot 2 to the northeasterly extension of the center line of C.H. 63; thence South 45 degrees 31 minutes 19 seconds West, 411.17 feet along said center line to the Point of Beginning; thence South 65 degrees 20 minutes 38 seconds East, 34.99 feet to the intersection of the southeasterly right-of-way line of said C.H. 63 with the southerly right-of-way line of 2375N Road as occupied; thence South 78 degrees 57 minutes 32 seconds East, 32.05 feet along said southerly right-of-way line; thence South 45 degrees 15 minutes 48 seconds West, 268.12 feet; thence South 62 degrees 13 minutes 16 seconds West, 52.20 feet; thence South 45 degrees 31 minutes 19 seconds West, 550.00 feet; thence South 64 degrees 18 minutes 00 seconds West, 52.81 feet to aforesaid southeasterly right-of way line; thence North 44 degrees 28 minutes 41 seconds West, 66.00 feet to the northwesterly right-of-way line of said C.H. 63, as occupied; thence North 21 degrees 46 minutes 20 seconds East, 54.63 feet; thence North 45 degrees 31 minutes 19 seconds East, 650.00 feet; thence North 52 degrees 41 minutes 14 seconds East, 176.37 feet to aforesaid northwesterly right-of-way line; thence South 65 degrees 20 minutes 38 seconds East, 35.32 feet to the Point of Beginning.

Said easement contains 2.156 acre, more or less.



LAKE BLOOMINGTON

TOTAL EASEMENT = 2.156 ACRES±

FOUND 5/8" REBAR AT THE NORTHEAST CORNER OF GOVERNMENT LOT 2 IN THE NORTHWEST QUARTER OF SECTION 18-25-3 PER LAKE BLOOMINGTON HEIGHTS SUBDIVISION RECORDED AS DOCUMENT NO. 97 2410

EAST LINE OF GOVERNMENT LOT 2 IN THE NORTHWEST QUARTER OF SECTION 18-25-3 PER LAKE BLOOMINGTON HEIGHTS SUBDIVISION

PROPOSED PERMANENT EASEMENT LINE

EXISTING RIGHT-OF-WAY LINE AS OCCUPIED

SCALE: 1"=100'

PARCEL PE1

N21°46'20"E 54.63'

22+50 33' LT

23+00 55' LT

N44°28'41"W 66.00'

22 23 24 C.H. 25 26

22+50 33' RT

S64°18'00"W 52.81'

23+00 50' RT

28+50 50' RT

29+00 65' RT

S45°31'19"W 550.00'

S62°13'16"W 52.20'

PROPOSED PERMANENT EASEMENT LINE

EXISTING RIGHT-OF-WAY LINE AS OCCUPIED

28+50 50' RT

29+00 65' RT

31+49.12' 33' RT

31+65.61' 60' RT

S45°15'48"W 268.12'

S45°31'19"W 411.17'

S65°20'38"E 34.99'

S78°57'32"E 32.05'

S65°20'38"E 35.32'

31+24.88 33' RT

N52°41'14"E 176.37'

31+37.46' 33' RT

P.O.B. 31+37.46' 33' RT

PARCEL PE1 10.08' RT

S45°31'19"W 411.17'

S65°20'38"E 34.99'

S78°57'32"E 32.05'

S65°20'38"E 35.32'

31+24.88 33' RT

N52°41'14"E 176.37'

31+37.46' 33' RT

P.O.B. 31+37.46' 33' RT

PARCEL PE1 10.08' RT

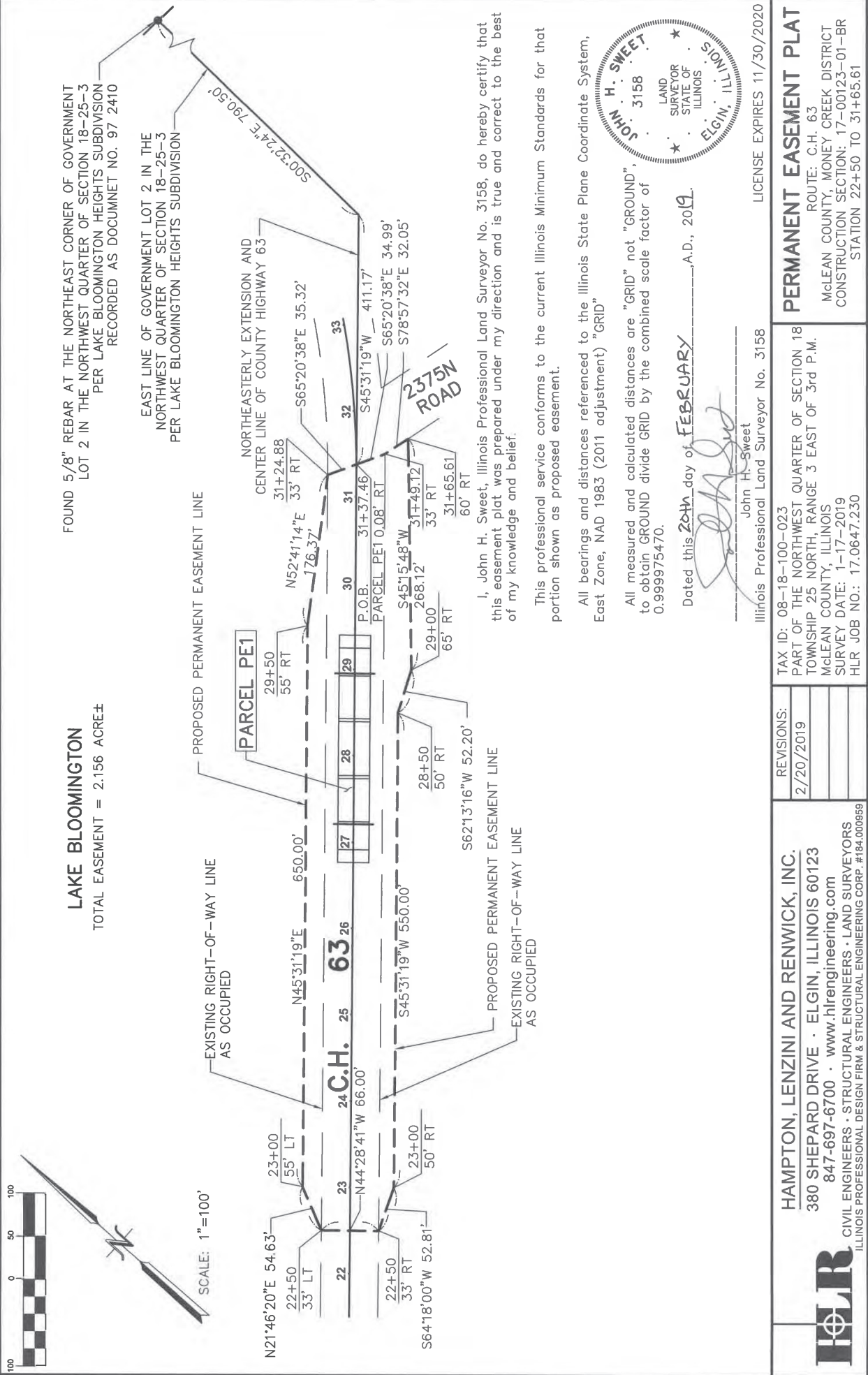
S45°31'19"W 411.17'

S65°20'38"E 34.99'

S78°57'32"E 32.05'

S65°20'38"E 35.32'

31+24.88 33' RT



I, John H. Sweet, Illinois Professional Land Surveyor No. 3158, do hereby certify that this easement plat was prepared under my direction and is true and correct to the best of my knowledge and belief.

This professional service conforms to the current Illinois Minimum Standards for that portion shown as proposed easement.

All bearings and distances referenced to the Illinois State Plane Coordinate System, East Zone, NAD 1983 (2011 adjustment) "GRID"

All measured and calculated distances are "GRID" not "GROUND", to obtain GROUND divide GRID by the combined scale factor of 0.999975470.

Dated this 20th day of FEBRUARY, A.D., 2019.

John H. Sweet

Illinois Professional Land Surveyor No. 3158



LICENSE EXPIRES 11/30/2020

REVISIONS:

2/20/2019

TAX ID: 08-18-100-023

PART OF THE NORTHWEST QUARTER OF SECTION 18 TOWNSHIP 25 NORTH, RANGE 3 EAST OF 3rd P.M. McLEAN COUNTY, ILLINOIS

SURVEY DATE: 1-17-2019

HLR JOB NO.: 17.0647.230

HAMPTON, LENZINI AND RENWICK, INC.

380 SHEPARD DRIVE • ELGIN, ILLINOIS 60123

847-697-6700 • www.hirengineering.com

CIVIL ENGINEERS • STRUCTURAL ENGINEERS • LAND SURVEYORS ILLINOIS PROFESSIONAL DESIGN FIRM & STRUCTURAL ENGINEERING CORP. #184.000959

PERMANENT EASEMENT PLAT

ROUTE: C.H. 63

McLEAN COUNTY, MONEY CREEK DISTRICT

CONSTRUCTION SECTION: 17-00123-01-BR

STATION 22+50 TO 31+65.61

Signed

Recorded

Book

Page

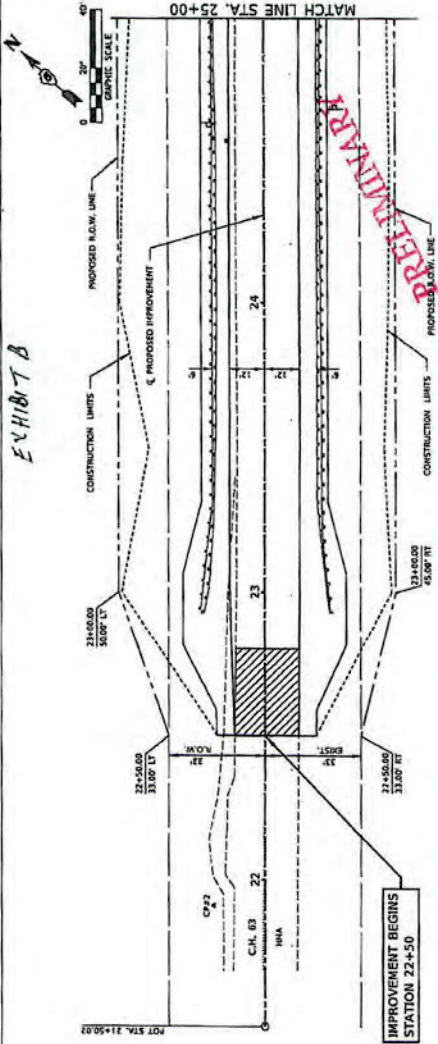
Document No.

EXHIBIT B



NAG AVE. BE
8' TRUCK

PLANT. STA. 21+50.00
N. 144°35'00" E
C. 120.00' ±

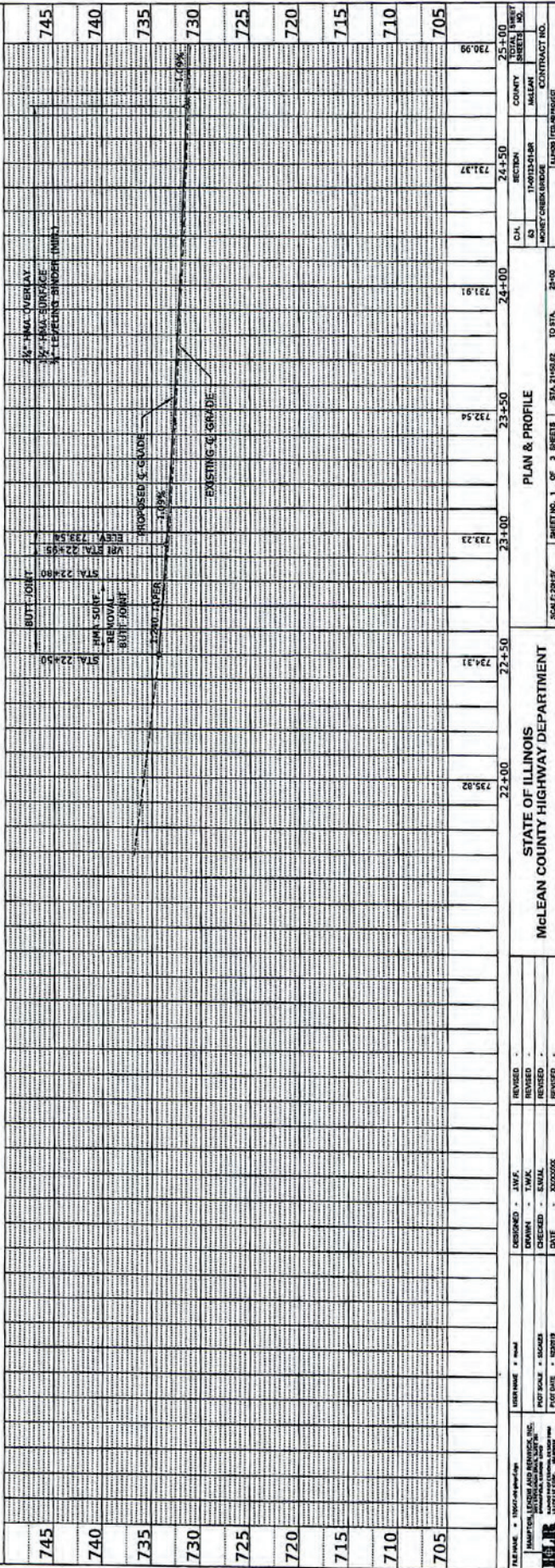


PRELIMINARY

IMPROVEMENT BEGINS
STATION 22+50

PLAN	DATE	BY	CHKD

PROFILE	DATE	BY	CHKD



STATE OF ILLINOIS
MCLEAN COUNTY HIGHWAY DEPARTMENT

PLAN & PROFILE

SHEET NO. 1 OF 3 SHEETS

SECTION

CONTRACT NO.

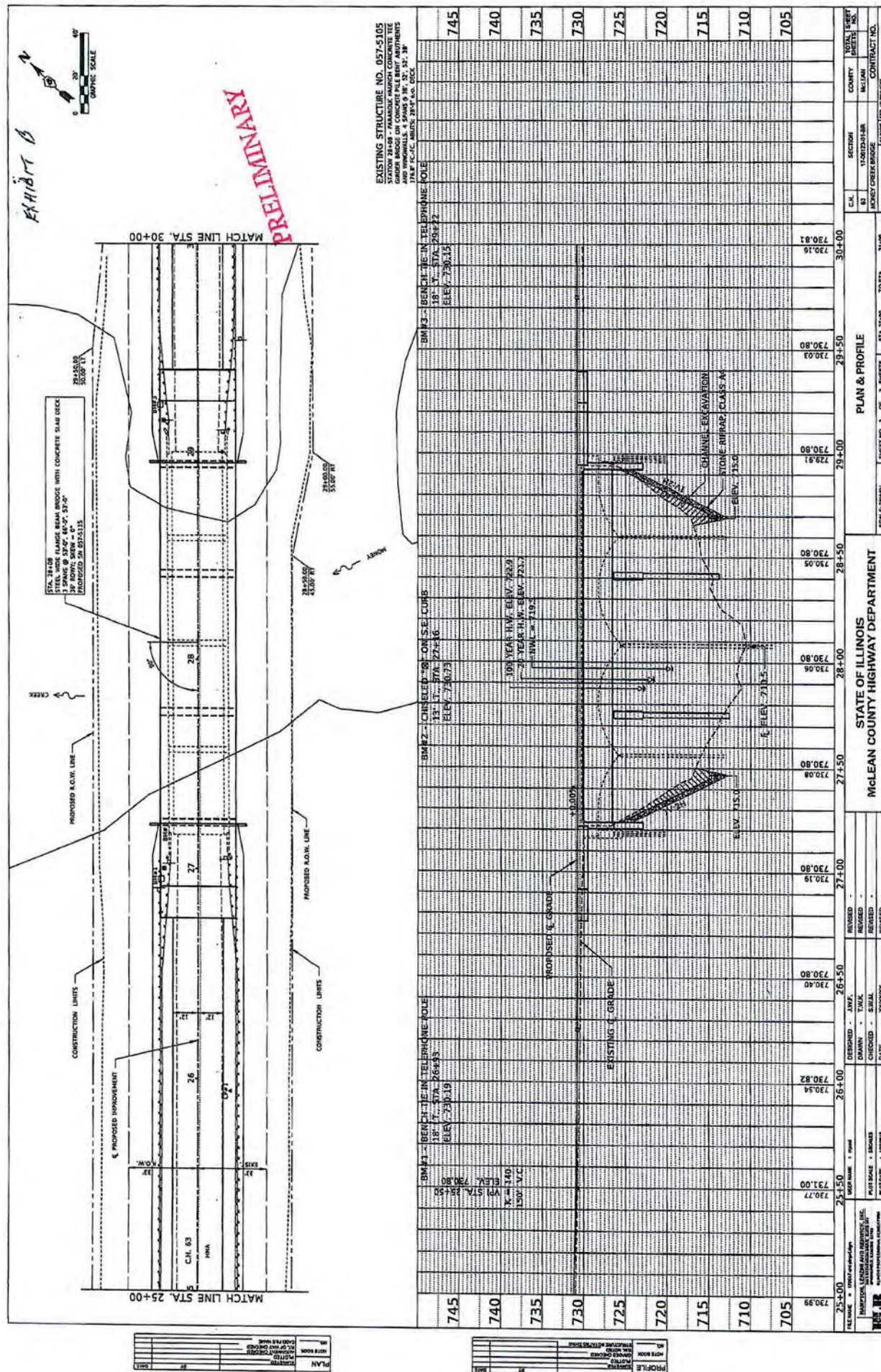
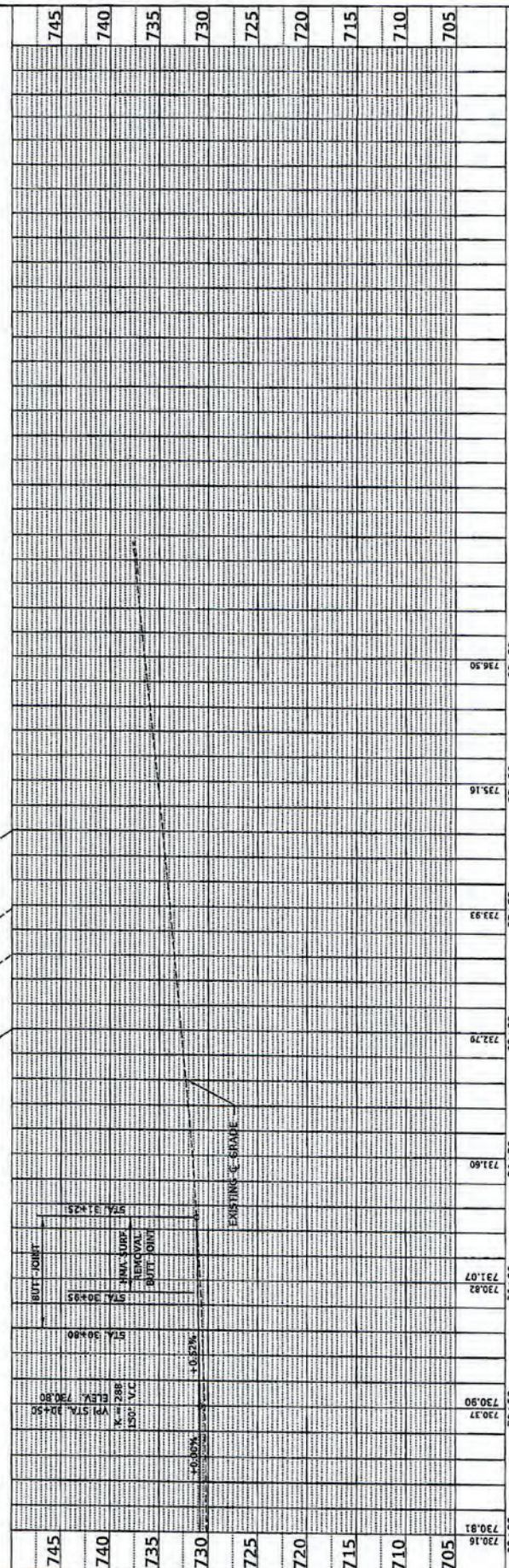
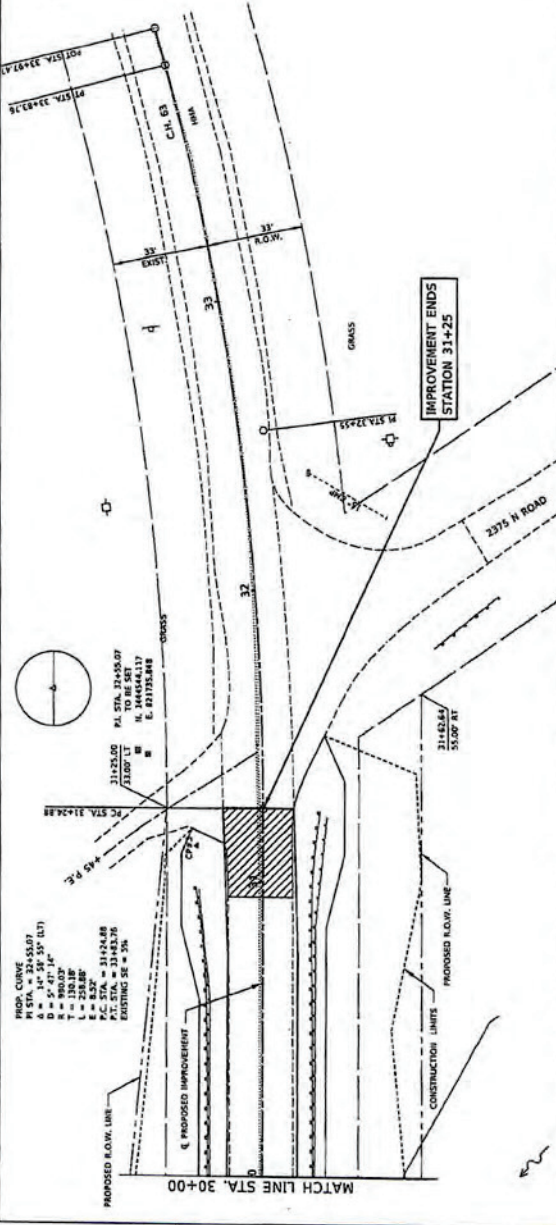
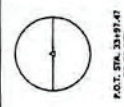
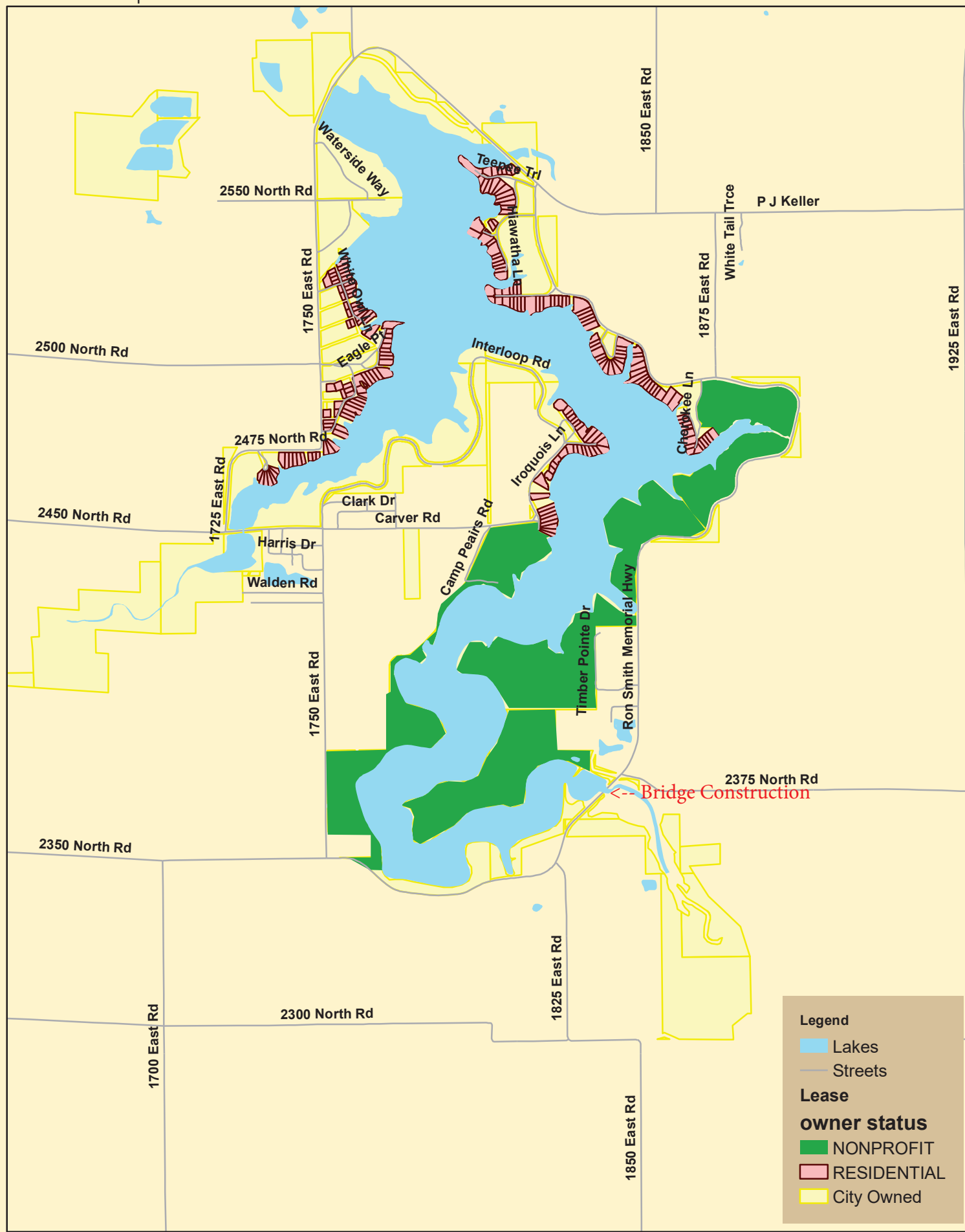


EXHIBIT B



314-00	314-50	324-00	324-50	334-00	334-50	344-00	344-50	354-00	354-50	364-00	364-50	374-00	374-50	384-00	384-50	394-00	394-50	404-00	404-50	414-00	414-50	424-00	424-50	434-00	434-50	444-00	444-50	454-00	454-50	464-00	464-50	474-00	474-50	484-00	484-50	494-00	494-50	504-00	504-50	514-00	514-50	524-00	524-50	534-00	534-50	544-00	544-50	554-00	554-50	564-00	564-50	574-00	574-50	584-00	584-50	594-00	594-50	604-00	604-50	614-00	614-50	624-00	624-50	634-00	634-50	644-00	644-50	654-00	654-50	664-00	664-50	674-00	674-50	684-00	684-50	694-00	694-50	704-00	704-50	714-00	714-50	724-00	724-50	734-00	734-50	744-00	744-50	754-00	754-50	764-00	764-50	774-00	774-50	784-00	784-50	794-00	794-50	804-00	804-50	814-00	814-50	824-00	824-50	834-00	834-50	844-00	844-50	854-00	854-50	864-00	864-50	874-00	874-50	884-00	884-50	894-00	894-50	904-00	904-50	914-00	914-50	924-00	924-50	934-00	934-50	944-00	944-50	954-00	954-50	964-00	964-50	974-00	974-50	984-00	984-50	994-00	994-50	1004-00	1004-50
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314-00																																																																																																																																											

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McLean County Permanent Eastment Location



McGIS, <http://www.McGIS.org/License>



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CITY OF
Bloomington
ILLINOIS

CONSENT AGENDA ITEM NO. 7H

FOR COUNCIL: February 25, 2019

SPONSORING DEPARTMENT: Administration

SUBJECT: Consideration of an Ordinance amending Chapter 11, Article IV, Sections 30-39 of the City Code, suspending the City's business registration requirements, as requested by the Administration Department.

RECOMMENDATION/MOTION: The Ordinance amending the City Code and Suspending the City's Business Registration Requirements be approved, and the Mayor and Interim City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goals 1. Financially Sound City Providing Quality Basic Services; 3. Grow the Local Economy; 4. Strong Neighborhoods; and 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE: Objectives 1a. Budget with adequate resources to support defined services and level of services; 1d. City services delivered in the most cost-effective, efficient manner; 1e. Partnering with others for the most cost-effective service delivery; 3a. Retention and growth of current local businesses; 3e. Strong working relationship among the City, businesses, economic development organizations; 4a. Residents feeling safe in their homes and neighborhoods; 5b. City decisions consistent with plans and policies; and 5e. More attractive city: commercial areas and neighborhoods.

BACKGROUND: On October 8, 2018, the City Council adopted an Ordinance enacting business registration requirements for those business operating within the City. On February 14, 2019, in an effort make improvements to the proposed program, the City Manager announced his intention to bring forward an ordinance suspending the program. This suspension will allow the City's newly formed Technology Commission to review the online registration process and provide any necessary feedback. In addition, the suspension will allow the City Council time to revisit whether the \$50.00 registration fee is necessary and should be eliminated.

Any businesses that had already registered with the City will have their registration fee refunded.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If suspended, the effect to the FY 2019 Budget would be a loss of \$169,750 in revenue recorded in the Building Safety-Business Registration account

(10015410-54770). In addition, the amount of \$12,500 in revenue is currently included in the FY 2020 Proposed Budget for new business registrations.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Jeffrey R. Jurgens, Corporation Counsel

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager
Scott Rathbun, Finance Director

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason', with a stylized flourish at the end.

Tim Gleason
City Manager

Attachments:

- LGL 2B - ORDINANCE BUSINESS REGISTRATION SUSPENSION

ORDINANCE NO. 2019 -

**AN ORDINANCE AMENDING THE CITY CODE AND
SUSPENDING THE CITY'S BUSINESS REGISTRATION REQUIREMENTS**

WHEREAS, the City of Bloomington, Mclean County, Illinois (hereinafter referred to as "City") is an Illinois home-rule municipality; and

WHEREAS, on October 8, 2018, the City Council adopted an ordinance amending the City Code to implement a business registration program within the City; and

WHEREAS, although the City Council remains committed to establishing a business registration program within the City, it finds suspending the current program will serve the best interest of the City and will allow the program to be re-tooled for optimal use and efficiency by both the City and those doing business within the City; and

WHEREAS, utilization of technology is key to the success of the business registration program and the City Council finds that the newly formed Technology Commission should be included in the development and implementation of the program; and

WHEREAS, any business that already registered as a business in 2019 with the City and paid the business registration fee of \$50.00 shall be reimbursed said fee.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Bloomington, McLean County, Illinois, as follows:

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

SECTION 2. Article IV in Chapter 11, including Sections 30 through 39 thereunder, of the City Code shall be repealed and deleted in its entirety and replaced as follows:

Article IV. Business Registration

Section 30. The City's business registration requirements are temporarily suspended until further action of the City Council.

SECTION 3. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 4. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent

jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 5. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 6. This ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form as required by law.

SECTION 7. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 25th day of February 2019.

APPROVED this ____ day of February 2019.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, Interim City Clerk

CITY OF
Bloomington ILLINOIS
CONSENT AGENDA ITEM NO. 71

FOR COUNCIL: February 25, 2019

SPONSORING DEPARTMENT: Public Works and Legal

SUBJECT: Consideration of an Intergovernmental Agreement with the Clearview Sanitary District, as requested by the Public Works and Legal Departments.

RECOMMENDATION/MOTION: The Intergovernmental Agreement with the Clearview Sanitary District be approved, and the Mayor and Interim City Clerk be authorized to execute the Agreement.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1e. Partnering with others for the most cost-effective service delivery.

BACKGROUND: There is a portion of water customers within the City, approximately 42, that also reside within the Clearview Sanitary District (“District”). The Sanitary District Revenue Bond Act, 70 ILCS 3010/7, provides:

Any public or municipal corporation or political subdivision of the State furnishing water service to a premises (i) shall discontinue that service upon receiving written notice from the sanitary district in which the premises lies that payment of the rate or charge for sewerage service to the premises has become delinquent and (ii) shall not resume water service until receiving a similar notice that the delinquency has been removed.

In accordance with Section 7 of the Act, the District has requested the City formalize a process for terminating water service to customers that fail to pay the District’s sanitary charges. This process is laid out in the proposed Intergovernmental Agreement. Under the Agreement, the District agrees it will only request a water shut off if the outstanding balance on the District’s bill exceeds \$50 and is more than 30 days past due. If a District customer’s account reaches that delinquency stage, the Agreement provides the District must then provide the customer with at least 31-days advance written notice of the proposed water termination. If the District’s bill is not paid, the City will then be given at least three (3) business days’ notice from the District to shut off the water service.

To address the cost of the City shutting off and turning water service back on, the Agreement provides the District will pay the City \$140.00 per termination request (said amount is collected from the delinquent customer).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A as termination requests cannot be forecast.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Jeffrey R. Jurgens, Corporation Counsel

Reviewed By: Brett Lueschen, Operations Manager
Joseph M. Darter, Property Manager

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager
Scott Rathbun, Finance Director

Recommended by:



Tim Gleason
City Manager

Attachments:

- PW 1B - IGA CLEARVIEW SANITARY DISTRICT IGA

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITY OF BLOOMINGTON
AND THE
CLEARVIEW SANITARY DISTRICT
MCLEAN COUNTY, ILLINOIS**

WHEREAS, the Clearview Sanitary District, (the “District”) and the City of Bloomington, Illinois, (the “Municipality” or the “Public Agency” as defined by the Illinois Intergovernmental Cooperation Act 5 ILL. COMP. STAT. 220/1 et seq.), seek to uniformly establish rules for the termination of water; and

WHEREAS, the District and the Municipality are “units of local government” within the context of Section 10, Article VII of the Illinois State Constitution of 1970; and

WHEREAS, the District and the Municipality are authorized to contract with each other to obtain or share services, or exercise, combine or transfer any power or function in any manner not prohibited by law or ordinance; and

WHEREAS, the Sanitary District Revenue Bond Act, and, more specifically, 70 ILL. COMP. STAT. 3010/7, provides statutory authority for municipalities and sanitary districts to cooperate in the enforcement and collection of delinquent sanitary district rates or charges by terminating water service; and

WHEREAS, the District requests the Municipality to discontinue water service to any premises within the Municipality’s Service Area, (i.e. any premises or area to which the Municipality provides water services) upon notice from the District that a rate or charge for its services is delinquent and not resume water services until receiving notice from the District that the rate or charge has been paid; and

WHEREAS, the Municipality and the District desire to reduce to writing, their cooperative intergovernmental agreement for the termination of water services, (“Agreement”); and

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING, the District and the Municipality agree this ____ day of February, 2019 as follows:

1. **TERMINATION OF WATER SERVICE.** The Municipality will terminate water service to a premise within the Municipality Service Area pursuant to the terms and conditions recited in this Agreement.
2. **OBLIGATION OF DISTRICT.** In the event the District requests the Municipality terminate water service of any premises within the Municipality Service Area, the following requirements shall be a condition precedent to the Municipality’s termination of water service:
 - A. The District shall notify the occupant and the owner of the premises not less than thirty-one (31) days prior to the proposed date of termination, that their water

service will be terminated. Such notice will be given in the form of notice attached as **Exhibit A**, and will be sent to the delinquent party once their account is thirty (30) days or more past due. A copy of this notice will be sent, in each instance, to the Municipality. The District shall provide the owner of the premises an opportunity to dispute the delinquency in a hearing.

B. The District shall provide the Municipality with a written statement or electronic document for each requested termination that said notice was delivered and the delinquent party has not availed themselves of the opportunity to be heard, or that said hearing has occurred and has been concluded in favor of the District and in favor of termination. Said statement may be as to multiple properties and be included as part of the list required in Section 2(D) hereof. The District shall provide said statement in the format requested by the Municipality.

C. If the Municipality is not reasonably satisfied that the requirements of 70 ILL. COMP. STAT. 3010/7 have been met in a given circumstance, the Municipality may refuse to terminate water service until the concerns of the Municipality have been satisfied. Additionally, if there exists a reason known to the Municipality which makes water service termination impracticable (e.g. the existence of a legitimate medical necessity to water service possessed by the occupant of the premises), the Municipality, upon communication to the District of the same, may refuse to terminate water service.

D. Not less than three (3) business days prior to the proposed termination of water service, the District will deliver to the Municipality by fax, electronic document or otherwise, a list of the addresses/premises at which water service is to be terminated. The District shall provide said list in the format requested by the Municipality.

E. Prior to requesting termination of water services, the District will verify that the person who is delinquent in paying the District charge owns or resides at the address/premises at which water service is to be terminated.

F. At the time water service is terminated in accordance with the terms herein, the Municipality will post a notice indicating the reason for water service termination and will include a statement that water termination was done at the direction of the District.

3. FEE FOR TERMINATION AND RESUMPTION OF WATER SERVICE. The District will pay the Municipality a fee for each water service which is terminated in the amount of \$140.00. This termination fee will include the cost of resumption of water service. If the District's delinquent account has been paid in full prior to the initiation of Section 2(F) above, the Municipality shall not be entitled to said fee. The Municipality shall be entitled to said fee even if service is not, in fact, terminated due to a physical problem with the shut-off of the premises' water system (e.g. a broken valve). At the discretion of the Municipality, it may choose

to waive payment if water service is not terminated because of a reason stated herein.

4. TERMINATION DAY AND TIME. Termination of water service will be determined in coordination with the Municipality. No termination of water service will be conducted on a day prior to a weekend or Federal or State recognized holiday. Subject to the above conditions, in no circumstance shall termination occur more than five (5) business days after the receipt of the termination request from the District. The District agrees to abide by the standards and procedures of the Municipality regarding the scheduling and methodology of water service termination.
5. DELINQUENCY REQUIRING TERMINATION OF WATER SERVICE. There will be no termination of water service until the District's charge exceeds fifty dollars (\$50.00) and is more than thirty (30) days past due. After the charges meet the amount and past due criteria, termination shall be at the option of the District. For the purposes of this Agreement, the District's charges are due thirty (30) days after the billing date.
6. RESUMPTION OF WATER SERVICE. Upon written notification delivered via fax, electronic document or otherwise, by the District to the Municipality that the delinquent District charge has been satisfied, the Municipality shall resume water service at the premises. The District shall provide said notification in the format requested by the Municipality. The District agrees to abide by the standards and procedures of the Municipality regarding the scheduling and methodology of water service resumption. If the water service is also terminated for other reasons beyond the request of the District, the Municipality may refuse to resume water service to a given premises until all outstanding reasons for the termination of water service have been resolved.
7. COMPLAINTS AND INQUIRIES. All complaints, correspondences, inquiries and communications from the District's customers shall be directed to the District. The Municipality will have no obligation to reply, respond, communicate or otherwise correspond with a District customer.
8. FEES. The fees provided for in this Agreement will be reviewed by the Municipality annually and this Agreement may be modified or amended from time to time as deemed appropriate by mutual agreement of the District and the Municipality.
9. INDEMNIFICATION. The District will indemnify and hold harmless the Municipality, the Corporate Authorities, officers, agents, employees and consultants from and against any and all judgments and attorneys' fees, resulting from an act or omission of the District, its employees, servants and agents, arising out of, occurring in connection with, resulting from or caused by the performance or failure of performance of any act pursuant to the terms of this Agreement.

10. COLLABORATION. The District and the Municipality agrees that collaboration is beneficial and necessary when planning for development and expansion of District's services in this region. Accordingly, the parties agree to the following:
- A. Except as to completed projects or agreements which predate this Agreement, lift stations which are of a temporary nature (as determined by the joint review of the Municipality and District engineers) shall be owned and maintained by the Municipality. Lift stations that are permanent (as determined by the joint review of the Municipality and District engineers) shall be owned and maintained by the Municipality. Lift stations that serve a regional area (as determined by the joint review of the Municipality and District engineers) shall be owned and maintained by the District.
 - B. The District agrees that if the District locates any District structures in the Municipality, that District shall obtain the individual Municipality's input of architectural exterior elevations for any structures to be constructed in the Municipality. The Municipality shall not have the right, as part of the approval process, to affect the size, shape or configuration of the structure as it relates to the functionality of any such structure, (except as otherwise provided for in City Ordinances: e.g. zoning restrictions), but shall only relate to the structure's exterior aesthetics. Further, the Municipality's approval hereunder shall not be unreasonably withheld from the District.
 - C. The District agrees to comply with all regulations, policies, ordinances and standards of the Municipality when performing work in the Municipality, including, but not limited to, compliance with tree preservation ordinances, landscaping approval and soil and sedimentation control ordinances.
 - D. The District agrees to contact the Municipality with any anticipated changes in (1) connection fees; (2) rates charged to customers; or (3) annexation fees. The District and the Municipality agree to meet once each calendar year to review the performance of this Agreement and upcoming issues relating to this Agreement.
 - E. The District agrees that after the District has had an opportunity to review a particular development's Preliminary Plat and/or engineering, and thereafter the Municipality approves said Plat or engineering, the District shall contact the Municipality when it becomes necessary to alter the design and/or size of the required sewers within the development. Further, the District shall provide the Municipality with the location, sizing and configuration of any proposed District sewer lines in the Municipality.
 - F. The District shall use its best efforts to record all easements obtained by the District from any party within ninety (90) days of execution.

- G. The District shall use its best efforts to post the District's Board Meeting Agenda on its website forty-eight (48) hours prior to the meeting. The Municipality shall also comply with this request.
11. GENERAL PROVISIONS. This Agreement shall be governed by the following General Conditions:
- A. This Agreement shall be in full force and effect from and after the date first above written and shall be for a term of three (3) years. After the expiration of the original term of this Agreement, the Agreement shall automatically renew each year unless cancelled in accordance with the provisions described herein.
 - B. After the expiration of the initial three (3) year term of this Agreement, the Agreement may be cancelled by either party without premium or penalty of any kind by giving the other party notice of such cancellation not less than ninety (90) days prior to the effective date of cancellation.
 - C. This Agreement may not be amended unless such amendment is in writing and is signed by both parties hereto.
 - D. It is expressly understood that if a governmental or legislative body other than the parties hereto enacts any law or statute which prohibits, or has the effect of prohibiting either party from complying with this Agreement, then this Agreement shall terminate immediately.
 - E. Neither party shall be in violation of this Agreement for the delay in that party's performance or failure to perform, in whole or in part, its obligation under this Agreement due to strike, work stoppages, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, fire, flood or other act of God or by other events to the extent that such events are caused by circumstances beyond the party's control. In the event that the delay in performance or failure to perform affects only a part of either party's capacity to perform its obligations under this Agreement, then such party shall perform such obligations to the extent it is able to do so in as expeditious a manner as possible.
 - F. All notices herein required shall be in writing and shall be served upon the parties at the addresses listed in **Exhibit B**. The mailing of notices, properly addressed and with postage prepaid, or the personal delivery of notices, shall be considered sufficient service.
 - G. The recitals at the beginning of this Agreement are material to this Agreement, and are incorporated as part of this Agreement by this reference.

- H. This Agreement constitutes the entire understanding of the parties, who expressly acknowledge that no representation, warranties, promises, covenants, or undertakings (oral or otherwise) have been made except as set forth expressly herein. It is understood that this Agreement supersedes any previous Agreements between the parties, either oral or written.
- I. “Electronic Document,” as used herein, means data that is recorded or stored on any medium in or by a computer system or other similar device and that can be read or perceived by a person or a computer system or other similar device and is in a static or otherwise non-alterable format (e.g. .pdf files). It includes a display, printout or other output of that data.

CITY OF BLOOMINGTON

CLEARVIEW SANITARY DISTRICT, a
Public Agency and Unit of Local Government

By: _____
Mayor

By: _____
President, Board of Trustees

ATTEST:

ATTEST:

By: _____
City Clerk

By: _____
Clerk, Board of Trustees



Voice – (309) 359-3461
Fax – (309) 359-8918
www.mcgrathpc.com
mcgrathpc@frontier.com

113 S. Main St.
P.O. Box 139
Mackinaw, Illinois 61755

Attorneys
Mark J. McGrath
Patrick B. McGrath
Associate Attorneys
Teresa M. Dickinson
Thomas W. McIntire

EXHIBIT A

DELINQUENCY NOTICE

NAME
ADDRESS 1
ADDRESS 2

RE: Account #XX-XX-XXX-XXX; Property located at ***ADDRESS***
Delinquent Sewer User Fees to Clearview Sanitary District in the amount of \$XXX.XX

Dear ***NAME***:

Please be advised that we represent Clearview Sanitary District concerning your delinquent account. This letter is an attempt to collect a debt and any information obtained will be used for that purpose.

The outstanding balance on your account is \$XXX and attorney's fees in the amount of \$50.00. Your debt is based upon the lawful rules and regulations of Clearview Sanitary District passed and promulgated pursuant to the Sanitary District Act of 1936. Your account is delinquent.

If you dispute the charges levied against you, you may request a hearing by sending written notice directly to my office, along with payment of your appeal fee in an amount equal to your full outstanding balance. Your written notice must be received in my office within 10 days of the date of this letter. Upon receipt of written notice and payment of your appeal fee, Clearview Sanitary District will convene a hearing where you will have a meaningful opportunity to be heard and present your objections to the charges against you. The determination made at that administrative hearing will be final and binding upon you absent further appeals, pursuant to the Illinois Administrative Review Act. Your appeal fee will not be refunded to you if the administrative hearing is decided in your favor.

If this account is not paid in full within 31 days, Clearview Sanitary District intends to take the additional legal action against you of having your water service shut off by the City of Bloomington pursuant to the Sanitary District Revenue Bond Act. Once the 31 days have past, there will be no further notice before your water service will be shut off. Once your water service is shut off, there will be a fee of \$140.00 to restore your water service.

By way of summary, you should immediately pay your bill in full. Your check or money order should be made payable to Clearview Sanitary District and sent directly to my office. If you have any questions or concerns, please address them to me at the address or phone number in the letterhead above. Thank you in advance for your prompt and immediate compliance with this demand.

Very Truly Yours,
MCGRATH LAW OFFICE, P.C.

BY:
Patrick B. McGrath, Attorney for Clearview Sanitary District

c.c. Clearview Sanitary District; City of Bloomington Water Department

CITY OF
Bloomington ILLINOIS
CONSENT AGENDA ITEM NO. 7J

FOR COUNCIL: February 25, 2019

SPONSORING DEPARTMENT: City Clerk

SUBJECT: Consideration of two (2) Change of Ownership applications for Thornton's #360, located at 906 North Main Street, and Thornton's #361, located at 1011 North Hershey Road, currently holding Convenience Store/Beer and Wine/Package and Sunday Sales (GPBS) liquor licenses, as requested by the City Clerk Department.

RECOMMENDATION/MOTION: The Change of Ownership Applications for Thornton, LLC d/b/a Thornton's #360 and Thornton, LLC d/b/a Thornton's #361 be approved.

STRATEGIC PLAN LINK: Goal 5. Great place - livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents.

BACKGROUND: The Bloomington Liquor Commission met on February 12, 2019, to consider the Change in Ownership application of Thornton, LLC (previously Thornton, Inc.) d/b/a Thornton's #360, located at 906 North Main Street and Thornton, LLC (previously Thornton, Inc.) d/b/a Thornton's #361, located at 1011 North Hershey Road, currently holding Convenience Store/Beer and Wine/Package and Sunday Sales (GPBS) liquor licenses.

Present were Commissioners Tari Renner, Lindsey Powell, and Jim Jordan; Staff present were George Boyle, Asst. Corporation Counsel, Asst. Police Chief Greg Scott, and Ashley Lara, Legislative Assistant.

No one attended the meeting to speak on behalf of the Company.

Mr. Boyle referenced a letter from Thornton's attorney that was in the Commissioner's packet (which is attached to this memorandum and labeled CLK 1D - LETTER - THORNTONS 360 & 361 - CHANGE IN OWNERSHIP GPBS). He explained that Thorntons, Inc. is merging with a joint entity comprised of BP Products North America, Inc. and ArcLight Capital Partners, LLC. After the merger, the corporation will be converted to an LLC. The companies are up to date with their insurance and they have no recent violations. According to the company representatives, no changes in local personnel or operations are planned.

Commissioner Powell made the motion for approval, which was seconded by Commissioner Jordan.

Ayes: Commissioners Powell, Jordan, and Renner.

Nays: None.

Motion Carried.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, on February 1, 2019, public notice was published in the Pantagraph. Approximately three (3) courtesy copies of the Public Notice were mailed to neighboring properties for Thorntons #360 and approximately two (2) courtesy copies of the Public Notice were mailed for Thorntons #361. The Agenda for the February 12, 2019 meeting of the Liquor Commission was placed on the City's website.

FINANCIAL IMPACT: This is a Change in Ownership. The current annual license fee for a GPBS liquor license is \$1,450, which will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2019 Budget Book titled "Budget Overview & General Fund" on page 119.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Ashley Lara, Legislative Assistant

Reviewed By: Leslie Yocum, Interim City Clerk

Financial & Budgetary Review By: Chris Tomerlin, Budget Manager
Scott Rathbun, Finance Director

Legal Review By: George D. Boyle, Assistant Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- CLK 1B - APPLICATION - THORNTONS 360 - CHANGE IN OWNERSHIP GPBS
- CLK 1C - APPLICATION - THORNTONS 361 - CHANGE IN OWNERSHIP GPBS
- CLK 1D - LETTER - THORNTONS 360 & 361 - CHANGE IN OWNERSHIP GPBS

Submittal Date: _____

Renewal Type (A, SA, Q): _____

Business ID: _____ Class: _____

Staff Initials: _____



Emergency Call-In Listing

PLEASE FILL IN YOUR BUSINESS INFORMATION CLEARLY AND COMPLETELY.

Individual/Partnership/Corporation/LLC: Thorntons LLC

Doing Business As (D/B/A): Thorntons #360

Business Address: 906 N. Main Street

City/State: Bloomington, IL

Zip Code: 60701

Business Phone Number: (309) 828-3622

Business Email Address: Licenses@thorntonsinc.com

Please list those responsible for **License Renewals** and **Building Security** for the above establishment. Also, list the **Building Owner** information. *At least one person must live within McLean County.*

License Renewals

Name: Tonya Stoltz **Phone Number:** [REDACTED]

Address: [REDACTED] **City/State:** [REDACTED] **Zip Code:** [REDACTED]

Name: _____ **Phone Number:** _____

Address: _____ **City/State:** _____ **Zip Code:** _____

Building Security

Name: Rhonda Heinz **Phone Number:** [REDACTED]

Address: [REDACTED] **City/State:** [REDACTED] **Zip Code:** [REDACTED]

Building Owner Name: Thorntons LLC **Phone Number:** (502) 425-8022

Address: 2600 James Thornton Way **City/State:** Louisville, KY **Zip Code:** 40245



Liquor License Application Questionnaire

TO THE APPLICANT:

On August 28, 1972, the Bloomington City Council enacted Ordinance No. 1972-57, revising standards for issuance of liquor licenses. The Ordinance, in addition to providing for an increase in the number of licenses, reflected a change in public attitude toward liquor licenses. Rather than lucrative privileges to be bought or sold, they are viewed as potential tools for community development, which can be an asset to the community. Consequently, licenses will be approved, not as a matter of right, but only where a need can be shown to exist and where the issuance of a license for a particular kind of establishment is supportive of and consistent with sound community planning. The following questions and the answers thereto can be of significant value in allowing the Liquor Commission to make an intelligent assessment of your application. Your cooperation in completing it as fully and in as much detail as possible is appreciated.

The questions in the Questionnaire apply equally to yourself and any partner, or any officer or director of a corporation. If more space is needed to answer any question completely, use additional paper.

LEGAL REQUIREMENTS: *(Please Circle)*

☒ Y / ☐ N	Have you attained the age of 21 years?	Y ☐ ☒ N	Have you ever had a Bloomington liquor license revoked for any cause?
Y / ☒ N	Have you been a resident of the City of Bloomington for one year?	Y / ☐ ☒ N	Are you eligible for a state retail liquor dealer's license?
☒ Y / N	Are you a citizen of the United States?	Y ☐ ☒ N	Is the manager of the establishment ineligible to hold a liquor license for any reason other than citizenship or residence?
☒ Y / N	Are you a person of good character and reputation?	☒ Y / N	Have you ever been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor?
☒ Y / N	Do you own or have a valid lease to the premises for which the license is sought?	☒ Y / N	Have you ever been convicted of a felony under the laws of the United States or any state?
Y / ☒ N	Have you ever been convicted of being the keeper, or are you now the keeper of a house of prostitution?	Y ☐ ☒ N	Is a holder of over 5% of corporate stock ineligible to hold a liquor license for any reason other than citizenship or residence?
Y / ☒ N	Have you ever been convicted of pandering or any other crime opposed to decency and morality?		<i>(If applicant is a corporation)</i>
		Y / ☐ ☒ N	Is the establishment located within 100' of any church, school, hospital, home for aged or indigent persons or war veterans, their wives or children?



NATURE OF LICENSE:

1. What class liquor license are you seeking? *(Please read descriptions below)* GPBS

TYPE DESCRIPTION

<i>CA</i>	Clubs – All Types of Liquor
<i>CB</i>	Clubs – Beer and Wine Only
<i>EA</i>	Entertainment/Recreational Sports Venue – All Types of Liquor
<i>EB</i>	Entertainment/Recreational Sports Venue – Beer and Wine Only
<i>GPA</i>	Convenience Store – All Types of Liquor
<i>GPB</i>	Convenience Store – Beer and Wine Only
<i>PA</i>	Package Sales – All Types of Liquor
<i>PB</i>	Package Sales – Beer and Wine Only
<i>RAP</i>	Restaurant & Package Sales – All Types of Liquor
<i>RA</i>	Restaurant – All Types of Liquor
<i>RB</i>	Restaurant – Beer and Wine Only
<i>TAP</i>	Tavern & Package Sales – All Types of Liquor
<i>TA</i>	Tavern – All Types of Liquor
<i>TB</i>	Tavern – Beer and Wine Only
<i>W</i>	Catering – Beer and Wine Only (SALE OF ALCOHOL NOT PERMITTED)
<i>S</i>	Sunday Sales

2. What type of establishment do you intend to operate with this license? *(e.g. lounge, tavern, restaurant, wine & cheese shop)* Convenience Store with fuel center

3. State the significance of a liquor license to your establishment, present or future: Liquor sales have been significant to Thorntons

4. How will a liquor license of the kind requested benefit the City of Bloomington and its residents? It will allow continued sales at Thorntons.

5. Upon what facts do you base your answers to the previous question? Thorntons has operated the 2 Bloomington Thorntons gas stations for several years.

6. Do you intend to furnish live entertainment in the establishment to be licensed? *(Please Circle)* Y / ☒ N

a. If you answered "YES" to the previous question, state the nature of such entertainment: _____

7. Will most of the establishment's gross revenue come from sources other than sale of alcohol? (*Please Circle*) ☒ Y / ☐ N

a. If you answered "YES" to the previous question, from what sources will such revenue be derived? Convenience store and fuel sales

8. Do you intend to obtain an additional license for any of the following (*please circle*):

Y / ☒ N Public Dancing*

☒ Y / ☐ N Tobacco*

Y / ☒ N Amusement* (If yes, which type: _____)

Y / ☒ N Miscellaneous* (If yes, which type: _____)

*ALL ADDITIONAL LICENSES REQUIRE ADDITIONAL APPLICATION PER LICENSE TYPE.

AMUSEMENT

Type	Description
Auto Amusement Devices	Any machine or device which upon the insertion of a coin or slug operates or may be operated as a game or contest of skill or amusement of any description.
Musical Devices	A mechanical Victrola, a mechanical piano, or any other mechanical musical instrument, the operation of which may be governed or controlled by the deposit of a coin or token therein, so that the person inserting the coin or token can cause the device to reproduce a selected musical piece.
Theatre	Any place within the corporate limits of the City wherein any show, moving picture, theatrical exhibition, amusement, or entertainment is shown, exhibited, or staged and for which an admission charge is made.

MISCELLANEOUS

Type	Description
Sidewalk Cafe	The use of public sidewalk by a food service establishment for the serving of food and beverages on the sidewalk immediately adjacent to the food service establishment, which use will be characterized by the sidewalk use of tables, and chairs and umbrellas.
Video Gaming	Currently Not Available! See City Code Chapter 7 Article XIII



IMPACT OF ESTABLISHMENT:

1. State the location of your establishment:

Address: 906 North Main St. City/State: Bloomington, IL Zip Code: 61701

2. What hours will the establishment be open? Open 24 hours per day 7 days per week.

Monday: _____ Tuesday: _____ Wednesday: _____

Thursday: _____ Friday: _____ Saturday: _____ Sunday: _____

3. What type or types of building(s) adjoin the establishment? Please refer to information on file for Thorntons Inc.

- a. If any adjoining buildings are office or commercial, approximately what hours are they open for business? Please refer to the information on file for Thorntons Inc.

- b. If adjoining buildings are predominately residential, are they single or multi- family and what other business establishments are in the area? Please refer to the information on file for Thorntons Inc.

4. Describe streets immediately adjoining the establishment (e.g. approximate width, one or two-way, parking restrictions, etc.): Please refer to information on file for Thorntons Inc.

5. How much additional traffic do you expect the establishment with a liquor license to generate? N/A

6. Describe on and off street parking facilities to handle traffic anticipated: There is a parking lot on the premises.

7. How many establishments with liquor licenses are located within the immediate area of your establishment? Please refer to the information on file for Thorntons Inc.

8. What do you estimate to be the demand for your establishment in the area in which it is or will be located? Substantial demand.



- a. Upon what facts do you base your answer to the previous question? _____
Thorntons Inc. has operated a gas station at the site for many years.

RESPONSIBILITY:

1. If establishment *is presently in operation*, **attach a financial statement** of the establishment's last fiscal year. See Attachment A
2. If establishment *is not presently in operation*, **attach a statement** showing your **assets and liabilities** (or if a corporation, the assets and liabilities of the corporation).
3. Do you now or have you ever had a Bloomington liquor license? Yes ☒ No ☐
 - a. If you answer to the previous question is "YES", how many times have you been found guilty by the Bloomington Liquor Commission of violating Bloomington's liquor ordinance? N/A

DATED this 28th day of January, 20 19.

SIGNED:

Shelly S. Gibson



Secretary

Title

2600 James Thornton Way

Address

Louisville, KY 40245

City/State/Zip Code

Christopher Kamer



VP/CFO/Treasurer

Title

2600 James Thornton Way

Address

Louisville, KY 40245

City/State/Zip Code



Application for the Sale of Alcoholic Beverages

This application is being submitted as:

☐ A New Application ☒ Renewal (Change to Original Application) Conversion to LLC

To the Local Liquor Control Commissioner of the City of Bloomington, Mclean County, Illinois:

1. Application is herein made a CLASS GPBS LICENSE to sell Malt Vinous Beverages, pursuant to Chapter 6 of the Bloomington City Code 1960.

2. The undersigned applicant is (Check One):

☐ an Individual ☐ a Partnership ☒ a Corporation LLC

A. If an Individual:

Name: N/A Age: _____

Address: _____ City/State/Zip Code: _____

Have you been a legal resident of City of Bloomington for more than One (1) year?

Yes ☐ No ☐

B. If a Partnership:

Following are the names of all partners who are entitled to share in any profit of the business:

Name: _____ Age: _____

Address: _____ City/State/Zip Code: _____

Have you been a legal resident of City of Bloomington for more than One (1) year?

Yes ☐ No ☐

Name: _____ Age: _____

Address: _____ City/State/Zip Code: _____

Have you been a legal resident of City of Bloomington for more than One (1) year?

Yes ☐ No ☐



C. If a Corporation:

Date of Incorporation: 10/29/71

State whether same is organized for profit ☒ or nonprofit ☐ under laws of the State of Delaware.

(Attach objects of Incorporation according to the Charter of Corporation.) Will be provided

The following are the names and addresses of all officers and directors of the said corporation and if the majority of stock is owned by one person, name and address: day of closing

Name: Shelly S. Gibson Title: Secretary

Address: [REDACTED] City/State/Zip Code: [REDACTED]

Name: Christopher Kamer Title: VP/CFO /Treasurer

Address: [REDACTED] City/State/Zip Code: [REDACTED]

Name: Rodney Loyd Title: VP/Chief Development Officer

Address: [REDACTED] City/State/Zip Code: [REDACTED]

Name: Title:

Address: City/State/Zip Code:

3. Location and description of the premises or place of business to be operated under this license: Convenience Store with fuel center located at 906 N. Main Street, Bloomington, IL 61701

a. Trade Name: Thorntons #360

Please answer the following questions by circling Y (yes) or N (no).

Y (N)

Is this a location within 100 feet of any church, school, hospital, home of aged, or indigent persons, or for War Veterans, their wives, or children?

Y (N)

Does the place of business have access to any other portion of the same building or structure which is used for dwelling or lodging purposes, and which is permitted to be used or kept accessible for use by the public?



- ☒ Y / ☐ N Is it proposed to sell food in this place of business?
- ☐ Y / ☒ N Is applicant or any partner, officer, director, or majority stockholder engaged in the business of manufacturing or bottling malt vinous beverages or is the agent or any such person or corporation, or is a jobber of malt or vinous beverages?
- ☐ Y / ☒ N Has applicant, or any partner, officer, director, or majority stockholder ever been convicted of a felony, or of the violation of any law relating to the prohibition of the sale of intoxicating liquors, or any other crime or misdemeanor, (other than minor traffic violations)? **If yes, fully explain:** _____

- ☐ Y / ☒ N Has any other license issued to individual applicant, or to any partner, officer, director, or majority stockholder, issued for sale of alcoholic beverages, ever been revoked? **If yes, give further details:** _____

- ☐ Y / ☒ N Has a similar application ever been refused for cause that has been made by any of the foregoing persons?
- ☒ Y / ☐ N Is the applicant herein, the owner of the premises for which this license is sought?
If no, the information of the building owner:
Name: _____ Term of Lease: _____ to _____
Address: _____ City/State: _____ Zip Code: _____
- ☐ Y / ☒ N Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code 1960 in connection with the proposed sale of alcoholic beverages?

Please take this time to provide any additional information you would like to include with your application: _____



Applicants and each of them jointly and severally, including all partners, officers, directors, or majority stockholders, hereinafter named and whose signatures are affixed to this application, agree and acknowledge that they and each of them fully understand that any license issued hereunder may be revoked in accordance with the Ordinance of this City.

DATED this ____ day of _____, 20____

A. Individual

Printed Name

Signature

B. Partnership

Business Name

Printed Name of Partner

Signature of Partner

Printed Name of Partner

Signature of Partner

Printed Name of Partner

Signature of Partner

C. Corporation

Thorntons LLC

Corporat

Christopher Kamer, VP and CFO
President of Company (Print Name)

The President has no

And the following officers, directors or majority stockholders:



NOTARY ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

Being first duly sworn on their respective oaths say that they comprise of all the owners, partners, officers, directors, or majority stockholders of the above name applicant in accordance with definitions of the Bloomington City Code; that they and each of them have read and signed the foregoing application for license, know the contents thereof, and that all the statements made therein are true.

This application was acknowledged before me on this 28th day of January, 2019, who deposes and says that he/she has read the foregoing application subscribed by him/her, and that the matters stated herein are true to the best of his/her knowledge and belief.

Jane Loeffler
Notary Public

My Commission Expires: 2/14/2019



Application for the Sunday Sale of Alcoholic Beverages

This application is being submitted as:

☐ A New Application ☒ Renewal (Change to Original Application)
Conversion to LLC

To the Local Liquor Control Commissioner of the City of Bloomington, Mclean County, Illinois:

Thorntons LLC, d/b/a Thorntons # 360

NAME OF APPLICANT

Hereinafter referred to as the "Applicant" represents to the Bloomington Liquor Commission the following:

1. A CLASS GPB LIQUOR LICENSE is currently held by or is being applied for by the Applicant and it authorizes or will authorize the liquor sales on Monday-Saturday.
2. The Applicant herein requests a CLASS S LICENSE to authorize the operation of the Applicant's liquor establishment on Sundays in the same manner as is or will be authorized by and during the valid period of the license referred to in Paragraph 1 hereof.
3. The Applicant and each and every partner, officer, director, majority stockholder or agent thereof, agree and acknowledge the following:
 - (a) Any license issued hereunder may be revoked in accordance with the Ordinances of the City of Bloomington;
 - (b) All persons who are employed by or who have an ownership interest in the Applicant will testify under oath to all competent, relevant, and material questions propounded to any of them in any hearing conducted by the local Liquor Commissioner;
 - (c) Failure of any person to testify according to the provisions of subsection (b) above shall be sufficient reason for suspension or revocation of any license which may be issued pursuant to this Application; and
 - (d) The Applicant will furnish, upon request from the Liquor Commissioner, any books and/or records of its business operations which are relevant to the question of whether such Applicant qualifies or has qualified at any time for the basic license or for the license which may be issued pursuant to this Application.



DATED this ____ day of _____, 20__

A. Individual

Printed Name

Signature

B. Partnership

Business Name

Printed Name of Partner

Signature of Partner

Printed Name of Partner

Signature of Partner

Printed Name of Partner

Signature of Partner

C. Corporation

Thorntons LLC, d/b/a Thorntons #360

Corporate Name

Christopher Kamer

President of Company (Print Name)

President has not

And the following officers, directors or majority stockholders:



NOTARY ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

Being first duly sworn on their respective oaths say that they comprise of all the owners, partners, officers, directors, or majority stockholders of the above name applicant in accordance with definitions of the Bloomington City Code; that they and each of them have read and signed the foregoing application for license, know the contents thereof, and that all the statements made therein are true.

This application was acknowledged before me on this 28th day of January, 2019, who deposes and says that he/she has read the foregoing application subscribed by him/her, and that the matters stated herein are true to the best of his/her knowledge and belief.

Jane Loeffler
Notary Public

My Commission Expires: 2/14/2019

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC-CL 950 Breckenridge Lane Suite 50 Louisville, KY 40207	CONTACT NAME:	
	PHONE (A/C, No, Ext): 502 815-5200	FAX (A/C, No): 866 209-1246
INSURED Thorntons Inc.; Thornton Transportation, Inc.; Thorntons, LLC 2600 James Thornton Way Louisville, KY 40245	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Zurich American Insurance Company	NAIC # 16535
	INSURER B : Allied World National Assurance Company	10690
	INSURER C : American Zurich Insurance Company	40142
	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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BI/PD Ded:300000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			03/01/2018	03/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ ☒ Drive Oth Car			03/01/2018	03/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$10000			03/01/2018	03/01/2019	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	03/01/2018	03/01/2019	☒ 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
A	Liquor Liab			03/01/2018	03/01/2019	\$1,000,000/\$3,000,000 \$300,000 Deductible

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

Convenience Store & Gas Station
122-(360) 906 N. Main St., Bloomington, IL

CERTIFICATE HOLDER

CANCELLATION

City of Bloomington
109 E. Olive
Bloomington, IL 61701-0000

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



**BOND OF LICENSE
FOR THE SALE OF INTOXICATING LIQUOR**

Know All Men by these presents, that we, Thorntons LLC

2600 James Thornton Way, Louisville, KY 40245-5329

as principal and Liberty Mutual Insurance Company

175 Berkeley Street, Boston, MA 02116

*as sureties, are held and firmly bound unto the **CITY OF BLOOMINGTON**, a municipal corporation, of the State of Illinois, in the penal sum of **TWO THOUSAND DOLLARS**, lawful money of the United States, for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly, severally and firmly by these presents.*

***WITNESS** our hands and seals this 5th day of February, A.D. 2019*

The condition of the above obligation is such, that whereas, the above bounden principal has applied to the City Liquor Commission of said City for a Class GPBS License to sell intoxicating liquor in said City.

Now, Therefore, if said license is granted and issued and said above bounden principal shall faithfully observe and comply with the provisions of the ordinance of said City under which said license is granted, and with the laws of the State of Illinois and the United States of America applying to the sale, and possession for the purpose of sale, of intoxicating liquor as defined in said ordinance, during the existence of the license above referred to, then this obligation to be void, otherwise to remain in full force and effect.



Liberty Mutual Insurance Company

Deborah L. Burton

Attorney-in-Fact

(Seal)

(Seal)

(Seal)

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



**Liberty
Mutual.**
SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, **Deborah L. Burton** of the city of **Louisville**, state of **KY** its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: **Thorntons LLC**

Obligee Name: **City of Bloomington, City Liquor Commission**

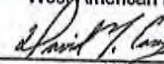
Surety Bond Number: [REDACTED]

Bond Amount: **See Bond Form**

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this **12th** day of **December**, 2018.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: 

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

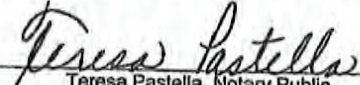
ss

On this **12th** day of **December**, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: 

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

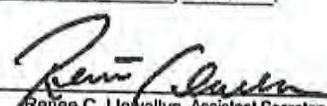
Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this **5th** day of **February**, 2019.



By: 

Renee C. Llewellyn, Assistant Secretary



Bloomington / Normal Food & Beverage Tax Registration Form

Illinois Business Tax (IBT) #: [REDACTED]

Date Business started at this location (Month\Day\Year): Please refer to information on file for

Describe your type of Business: Convenience Store with fuel center Thornton Inc.

DBA Business Name: Thorntons LLC, d/b/a Thorntons # 360

Address: 906 North Main St.

Bloomington, IL

Contact: Rhonda Heinz

Phone: (309) 828-3622

Fax:

Email: Licenses@thorntonsinc.com

Owner/Corporate Name: Thorntons LLC
(if different from above)

Address: 2600 James Thornton Way

Louisville, KY 40245

Contact: Elizabeth Hatchett

Phone: [REDACTED]

Fax:

Email: Licenses@thorntonsinc.com

Please check here to have all correspondence mailed to corporate address instead of the physical address. ☒

Type of Organization:

☐ Sole Proprietorship

☐ Partnership

☐ Corporation

☒ LLC

☐ Other _____

Mail,
Drop Off,
Fax, or
Email to:

Address: City Hall
Finance Department
Room 207
109 E. Olive Street
Bloomington, IL 61702

Fax: 309-434-2463

Email: finance@cityblm.org

Phone: 309-434-2233

Under penalties as provided by law, I declare that to the best of my knowledge and belief, the information provided is true and complete.

Shelly S. Gibson, Secretary

Print Name and Title

01/28/2019
Date

OFFICE USE ONLY	
Submittal Date:	_____
Renewal Type (A, SA, Q):	_____
Business ID:	Class: _____
Staff Initials:	_____

CITY OF
Bloomington ILLINOIS

— Emergency Call-In Listing —

PLEASE FILL IN YOUR BUSINESS INFORMATION CLEARLY AND COMPLETELY.

Individual/Partnership/Corporation/LLC: Thorntons LLC

Doing Business As (D/B/A): Thorntons #361

Business Address: 1011 N. Hershey Rd.

City/State: Bloomington, IL

Zip Code: 61704

Business Phone Number: (502) 425-8022

Business Email Address: Licenses@thorntonsinc.com

Please list those responsible for **License Renewals** and **Building Security** for the above establishment. Also, list the **Building Owner** information. *At least one person must live within McLean County.*

License Renewals

Name: Elizabeth Hatchett Phone Number: [REDACTED]

Address: [REDACTED]

Name: _____ Phone Number: _____

Address: _____ City/State: _____ Zip Code: _____

Building Security

Name: Rachel Cunningham Phone Number: [REDACTED]

Address: [REDACTED]

Building Owner Name: Thorntons LLC Phone Number: [REDACTED]

Address: [REDACTED]



Liquor License Application Questionnaire

TO THE APPLICANT:

On August 28, 1972, the Bloomington City Council enacted Ordinance No. 1972-57, revising standards for issuance of liquor licenses. The Ordinance, in addition to providing for an increase in the number of licenses, reflected a change in public attitude toward liquor licenses. Rather than lucrative privileges to be bought or sold, they are viewed as potential tools for community development, which can be an asset to the community. Consequently, licenses will be approved, not as a matter of right, but only where a need can be shown to exist and where the issuance of a license for a particular kind of establishment is supportive of and consistent with sound community planning. The following questions and the answers thereto can be of significant value in allowing the Liquor Commission to make an intelligent assessment of your application. Your cooperation in completing it as fully and in as much detail as possible is appreciated.

The questions in the Questionnaire apply equally to yourself and any partner, or any officer or director of a corporation. If more space is needed to answer any question completely, use additional paper.

LEGAL REQUIREMENTS: *(Please Circle)*

☒ Y / ☐ N	Have you attained the age of 21 years?	Y ☐ ☒ N	Have you ever had a Bloomington liquor license revoked for any cause?
Y / ☐ ☒ N	Have you been a resident of the City of Bloomington for one year?	Y ☐ ☒ N	Are you eligible for a state retail liquor dealer's license?
☐ Y / ☒ N	Are you a citizen of the United States?	Y ☐ ☒ N	Is the manager of the establishment ineligible to hold a liquor license for any reason other than citizenship or residence?
☐ Y / ☒ N	Are you a person of good character and reputation?	☐ Y / ☒ N	Have you ever been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor?
☐ Y / ☒ N	Do you own or have a valid lease to the premises for which the license is sought?	☐ Y / ☒ N	Have you ever been convicted of a felony under the laws of the United States or any state?
Y / ☐ ☒ N	Have you ever been convicted of being the keeper, or are you now the keeper of a house of prostitution?	Y ☐ ☒ N	Is a holder of over 5% of corporate stock ineligible to hold a liquor license for any reason other than citizenship or residence? <i>(If applicant is a corporation)</i>
Y / ☐ ☒ N	Have you ever been convicted of pandering or any other crime opposed to decency and morality?	Y ☐ ☒ N	Is the establishment located within 100' of any church, school, hospital, home for aged or indigent persons or war veterans, their wives or children?



NATURE OF LICENSE:

1. What class liquor license are you seeking? *(Please read descriptions below)* GPBS

TYPE DESCRIPTION

CA	Clubs – All Types of Liquor
CB	Clubs – Beer and Wine Only
EA	Entertainment/Recreational Sports Venue – All Types of Liquor
EB	Entertainment/Recreational Sports Venue – Beer and Wine Only
GPA	Convenience Store – All Types of Liquor
GPB	Convenience Store – Beer and Wine Only
PA	Package Sales – All Types of Liquor
PB	Package Sales – Beer and Wine Only
RAP	Restaurant & Package Sales – All Types of Liquor
RA	Restaurant – All Types of Liquor
RB	Restaurant – Beer and Wine Only
TAP	Tavern & Package Sales – All Types of Liquor
TA	Tavern – All Types of Liquor
TB	Tavern – Beer and Wine Only
W	Catering – Beer and Wine Only (SALE OF ALCOHOL NOT PERMITTED)
S	Sunday Sales

2. What type of establishment do you intend to operate with this license? *(e.g. lounge, tavern, restaurant, wine & cheese shop)* Convenience Store with fuel center

3. State the significance of a liquor license to your establishment, present or future: Liquor sales have been significant to Thorntons

4. How will a liquor license of the kind requested benefit the City of Bloomington and its residents? It will allow continued sales at Thorntons.

5. Upon what facts do you base your answers to the previous question? Thorntons has operated the 2 Bloomington Thorntons gas stations for several years.

6. Do you intend to furnish live entertainment in the establishment to be licensed? *(Please Circle)* Y / ☒ N



- a. If you answered "YES" to the previous question, state the nature of such entertainment: _____
7. Will most of the establishment's gross revenue come from sources other than sale of alcohol? (*Please Circle*) ☒ Y ☐ N
- a. If you answered "YES" to the previous question, from what sources will such revenue be derived? Convenience store and fuel sales
8. Do you intend to obtain an additional license for any of the following (*please circle*):
- Y / ☐ N Public Dancing*
- ☒ Y / ☐ N Tobacco*
- Y / ☐ N Amusement* (If yes, which type: _____)
- Y / ☐ N Miscellaneous* (If yes, which type: _____)

*ALL ADDITIONAL LICENSES REQUIRE ADDITIONAL APPLICATION PER LICENSE TYPE.

AMUSEMENT	
Type	Description
Auto Amusement Devices	Any machine or device which upon the insertion of a coin or slug operates or may be operated as a game or contest of skill or amusement of any description.
Musical Devices	A mechanical Victrola, a mechanical piano, or any other mechanical musical instrument, the operation of which may be governed or controlled by the deposit of a coin or token therein, so that the person inserting the coin or token can cause the device to reproduce a selected musical piece.
Theatre	Any place within the corporate limits of the City wherein any show, moving picture, theatrical exhibition, amusement, or entertainment is shown, exhibited, or staged and for which an admission charge is made.

MISCELLANEOUS	
Type	Description
Sidewalk Cafe	The use of public sidewalk by a food service establishment for the serving of food and beverages on the sidewalk immediately adjacent to the food service establishment, which use will be characterized by the sidewalk use of tables, and chairs and umbrellas.
Video Gaming	Currently Not Available; See City Code Chapter 7 Article XIII



IMPACT OF ESTABLISHMENT:

1. State the location of your establishment:

Address: 1011 N. Hershey Rd. City/State: Bloomington, IL Zip Code: 61704

2. What hours will the establishment be open? Open 24 hours per day 7 days per week

Monday: _____ Tuesday: _____ Wednesday: _____

Thursday: _____ Friday: _____ Saturday: _____ Sunday: _____

3. What type or types of building(s) adjoin the establishment? Please refer to information on file for Thorntons Inc.

- a. If any adjoining buildings are office or commercial, approximately what hours are they open for business? Please refer to information on file for Thorntons Inc.

- b. If adjoining buildings are predominately residential, are they single or multi- family and what other business establishments are in the area? Please refer to information on file for Thorntons Inc.

4. Describe streets immediately adjoining the establishment (e.g. approximate width, one or two-way, parking restrictions, etc.): Please refer to information on file for Thorntons Inc.

5. How much additional traffic do you expect the establishment with a liquor license to generate? N/A

6. Describe on and off street parking facilities to handle traffic anticipated: _____
There is a parking lot on the premises

7. How many establishments with liquor licenses are located within the immediate area of your establishment? Please refer to the information on file for Thorntons Inc.

8. What do you estimate to be the demand for your establishment in the area in which it is or will be located? Substantial demand



- a. Upon what facts do you base your answer to the previous question? _____
Thorntons Inc. has operated a gas station at the site for many years.

RESPONSIBILITY:

1. If establishment *is presently in operation*, **attach a financial statement** of the establishment's last fiscal year. See Attachment A
2. If establishment *is not presently in operation*, **attach a statement** showing your **assets and liabilities** (or if a corporation, the assets and liabilities of the corporation).
3. Do you now or have you ever had a Bloomington liquor license? Yes ☒ No ☐
 - a. If you answer to the previous question is "YES", how many times have you been found guilty by the Bloomington Liquor Commission of violating Bloomington's liquor ordinance? N/A

DATED this 28th day of January, 20 19.

SIGNED:

Shelly S. Gibson



Secretary

Title

2600 James Thornton Way

Address

Louisville, KY 40245

City/State/Zip Code

Christopher Kamer



VP/CFO/Treasurer

Title

2600 James Thornton Way

Address

Louisville, KY 40245

City/State/Zip Code



Application for the Sale of Alcoholic Beverages

This application is being submitted as:

☐ A New Application ☒ Renewal (Change to Original Application) Conversion to LLC

To the Local Liquor Control Commissioner of the City of Bloomington, Mclean County, Illinois:

1. Application is herein made a CLASS GPBS LICENSE to sell Malt Vinous Beverages, pursuant to Chapter 6 of the Bloomington City Code 1960.

2. The undersigned applicant is (Check One):

☐ an Individual ☐ a Partnership ☒ a Corporation LLC

A. If an Individual:

Name: _____ Age: _____

Address: _____ City/State/Zip Code: _____

Have you been a legal resident of City of Bloomington for more than One (1) year?

Yes ☐ No ☐

B. If a Partnership:

Following are the names of all partners who are entitled to share in any profit of the business:

Name: _____ Age: _____

Address: _____ City/State/Zip Code: _____

Have you been a legal resident of City of Bloomington for more than One (1) year?

Yes ☐ No ☐

Name: _____ Age: _____

Address: _____ City/State/Zip Code: _____

Have you been a legal resident of City of Bloomington for more than One (1) year?

Yes ☐ No ☐



C. If a Corporation:

Date of Incorporation: 10/29/71

State whether same is organized for profit ☒ or nonprofit ☐ under laws of the State of Delaware.

(Attach objects of Incorporation according to the Charter of Corporation.) Will be provided day of closing

The following are the names and addresses of all officers and directors of the said corporation and if the majority of stock is owned by one person, name and address:

Name: Shelly S. Gibson Title: Secretary

Address

Name: Christopher Kamer Title: VP/CFO/Treasurer

Add

Name: Rodney Loyd Title: VP/Chief Development Officer

Address

Name: Title:

Address: City/State/Zip Code:

3. Location and description of the premises or place of business to be operated under this license: Convenience Store with fuel center located at 1011 N. Hershey Steet, Bloomington, IL 61704

a. Trade Name: Thorntons #361

Please answer the following questions by circling Y (yes) or N (no).

Y / (N)

Is this a location within 100 feet of any church, school, hospital, home of aged, or indigent persons, or for War Veterans, their wives, or children?

Y / (N)

Does the place of business have access to any other portion of the same building or structure which is used for dwelling or lodging purposes, and which is permitted to be used or kept accessible for use by the public?



- ☒ Y / ☐ N Is it proposed to sell food in this place of business?
- Y / ☒ N Is applicant or any partner, officer, director, or majority stockholder engaged in the business of manufacturing or bottling malt vinous beverages or is the agent or any such person or corporation, or is a jobber of malt or vinous beverages?
- Y / ☒ N Has applicant, or any partner, officer, director, or majority stockholder ever been convicted of a felony, or of the violation of any law relating to the prohibition of the sale of intoxicating liquors, or any other crime or misdemeanor, (other than minor traffic violations)? **If yes, fully explain:** _____

- Y / ☒ N Has any other license issued to individual applicant, or to any partner, officer, director, or majority stockholder, issued for sale of alcoholic beverages, ever been revoked? **If yes, give further details:** _____

- Y / ☒ N Has a similar application ever been refused for cause that has been made by any of the foregoing persons?
- ☒ Y / ☐ N Is the applicant herein, the owner of the premises for which this license is sought?
If no, the information of the building owner:
Name: _____ Term of Lease: _____ to _____
Address: _____ City/State: _____ Zip Code: _____
- Y / ☒ N Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code 1960 in connection with the proposed sale of alcoholic beverages?

Please take this time to provide any additional information you would like to include with your application: _____



Applicants and each of them jointly and severally, including all partners, officers, directors, or majority stockholders, hereinafter named and whose signatures are affixed to this application, agree and acknowledge that they and each of them fully understand that any license issued hereunder may be revoked in accordance with the Ordinance of this City.

DATED this ____ day of _____, 20____

A. Individual

Printed Name

Signature

B. Partnership

Business Name

Printed Name of Partner

Signature of Partner

Printed Name of Partner

Signature of Partner

Printed Name of Partner

Signature of Partner

C. Corporation

Thorntons LLC

Corporate Name

Chrisopher Kamer, VP/CFO
President of Company (Print Name)

The President has no

And the following officers, directors or majority stockholders:



NOTARY ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

Being first duly sworn on their respective oaths say that they comprise of all the owners, partners, officers, directors, or majority stockholders of the above name applicant in accordance with definitions of the Bloomington City Code; that they and each of them have read and signed the foregoing application for license, know the contents thereof, and that all the statements made therein are true.

This application was acknowledged before me on this 28th day of January, 2019, who deposes and says that he/she has read the foregoing application subscribed by him/her, and that the matters stated herein are true to the best of his/her knowledge and belief.

Jane Loeffler
Notary Public

My Commission Expires: 2/14/2019



Application for the Sunday Sale of Alcoholic Beverages

This application is being submitted as:

☐ A New Application ☒ Renewal (Change to Original Application)
Conversion to LLC

To the Local Liquor Control Commissioner of the City of Bloomington, Mclean County, Illinois:

Thorntons LLC, d/b/a Thorntons #361

NAME OF APPLICANT

Hereinafter referred to as the "Applicant" represents to the Bloomington Liquor Commission the following:

1. A CLASS GPB LIQUOR LICENSE is currently held by or is being applied for by the Applicant and it authorizes or will authorize the liquor sales on Monday-Saturday.
2. The Applicant herein requests a CLASS S LICENSE to authorize the operation of the Applicant's liquor establishment on Sundays in the same manner as is or will be authorized by and during the valid period of the license referred to in Paragraph 1 hereof.
3. The Applicant and each and every partner, officer, director, majority stockholder or agent thereof, agree and acknowledge the following:
 - (a) Any license issued hereunder may be revoked in accordance with the Ordinances of the City of Bloomington;
 - (b) All persons who are employed by or who have an ownership interest in the Applicant will testify under oath to all competent, relevant, and material questions propounded to any of them in any hearing conducted by the local Liquor Commissioner;
 - (c) Failure of any person to testify according to the provisions of subsection (b) above shall be sufficient reason for suspension or revocation of any license which may be issued pursuant to this Application; and
 - (d) The Applicant will furnish, upon request from the Liquor Commissioner, any books and/or records of its business operations which are relevant to the question of whether such Applicant qualifies or has qualified at any time for the basic license or for the license which may be issued pursuant to this Application.



DATED this ____ day of _____, 20____

A. Individual

Printed Name

Signature

B. Partnership

Business Name

Printed Name of Partner

Signature of Partner

Printed Name of Partner

Signature of Partner

Printed Name of Partner

Signature of Partner

C. Corporation

Thorntons LLC, d/b/a Thorntons #361

Corporat

Christopher Kamer, VP and CFO

President of Company (Print Name)

President has not y

Signature)

And the following officers, directors or majority stockholders:



NOTARY ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

Being first duly sworn on their respective oaths say that they comprise of all the owners, partners, officers, directors, or majority stockholders of the above name applicant in accordance with definitions of the Bloomington City Code; that they and each of them have read and signed the foregoing application for license, know the contents thereof, and that all the statements made therein are true.

This application was acknowledged before me on this 28th day of January, 2019, who deposes and says that he/she has read the foregoing application subscribed by him/her, and that the matters stated herein are true to the best of his/her knowledge and belief.

Jane Loeffler
Notary Public

My Commission Expires: 2/14/2019

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC-CL 950 Breckenridge Lane Suite 50 Louisville, KY 40207	CONTACT NAME:	
	PHONE (A/C, No, Ext): 502 815-5200	FAX (A/C, No): 866 209-1246
INSURED Thorntons Inc.; Thornton Transportation, Inc.; Thorntons, LLC 2600 James Thornton Way Louisville, KY 40245	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Zurich American Insurance Company	NAIC # 16535
	INSURER B : Allied World National Assurance Company	10690
	INSURER C : American Zurich Insurance Company	40142
	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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BI/PD Ded:300000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:		[REDACTED]	03/01/2018	03/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ ☒ Drive Oth Car		[REDACTED]	03/01/2018	03/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$10000		[REDACTED]	03/01/2018	03/01/2019	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		[REDACTED]	03/01/2018	03/01/2019	☒ 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
A	Liquor Liab		[REDACTED]	03/01/2018	03/01/2019	\$1,000,000/\$3,000,000 \$300,000 Deductible

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

Convenience Store & Gas Station

Store #361 - 1011 N. Hershey Road, Bloomington, IL 61704

CERTIFICATE HOLDER

CANCELLATION

City of Bloomington
109 E. Olive
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



**BOND OF LICENSE
FOR THE SALE OF INTOXICATING LIQUOR**

Know All Men by these presents, that we, Thorntons LLC

2600 James Thornton Way, Louisville, KY 40245

as principal and Liberty Mutual Insurance Company

175 Berkeley Street, Boston, MA 02116

*as sureties, are held and firmly bound unto the **CITY OF BLOOMINGTON**, a municipal corporation, of the State of Illinois, in the penal sum of **TWO THOUSAND DOLLARS**, lawful money of the United States, for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly, severally and firmly by these presents.*

WITNESS our hands and seals this 5th day of February, A.D. 2019

The condition of the above obligation is such, that whereas, the above bounden principal has applied to the City Liquor Commission of said City for a Class GPBS License to sell intoxicating liquor in said City.

Now, Therefore, if said license is granted and issued and said above bounden principal shall faithfully observe and comply with the provisions of the ordinance of said City under which said license is granted, and with the laws of the State of Illinois and the United States of America applying to the sale, and possession for the purpose of sale, of intoxicating liquor as defined in said ordinance, during the existence of the license above referred to, then this obligation to be void, other wise to remain in full force and effect.



Thorntons LLC

Shelly L. Gibson, Secretary (Seal)

Liberty Mutual Insurance Company

Deborah L. Burton (Seal)

Deborah L. Burton

Attorney-in-Fact

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



**Liberty
Mutual.**

SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Deborah L. Burton of the city of Louisville, state of KY its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Thorntons LLC

Obligee Name: City of Bloomington, City Liquor Commission

Surety Bond Number: 285048104

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of December, 2018.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

SS

On this 12th day of December, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of February, 2019.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary



Bloomington / Normal Food & Beverage Tax Registration Form

Illinois Business Tax (IBT) #: 0188-7424

Date Business started at this location (Month\Day\Year): Please refer to information on file for

Describe your type of Business: **Thorntons Inc.**
Convenience Store with fuel center

DBA Business Name: Thorntons LLC, d/b/a Thorntons #361

Address: 1011 N. Hershey Rd.

Bloomington, IL 61704

Contact: Rhonda Heinz

Phone: (309) 662-3611

Fax:

Email: Licenses@thorntonsinc.com

Owner/Corporate Name:
(if different from above) Thorntons LLC

Address: 2600 James Thornton Way

Louisville, KY 40245

Contact: Elizabeth Hatchett

Phone: (502) 425-8802

Fax:

Email: Licenses@thorntonsinc.com

Please check here to have all correspondence mailed to corporate address instead of the physical address. ☐

Type of Organization:

☐ Sole Proprietorship

☐ Partnership

☐ Corporation

☒ LLC

☐ Other _____

► Mail,
Drop Off,
Fax, or
Email to:

Address: City Hall
Finance Department
Room 207
109 E. Olive Street
Bloomington, IL 61702

Fax: 309-434-2463

Email: finance@cityblm.org

Phone: 309-434-2233

► Under penalties as provided by law, I declare that to the best of my knowledge and belief, the _____ and complete.

Signature of Officer Empowered to Sign

Date

Shelly S. Gibson, Secretary

Print Name and Title

01/28/2019



February 5, 2019

VIA ELECTRONIC TRANSMISSION (alara@cityblm.org)

Ashley Lara, Legislative Assistant
City Clerk's Office
City of Bloomington, IL
109 E. Olive St.
Bloomington, IL 61704

Re: Consent to Transfer for Thorntons' Bloomington Gas Stations and Convenience Stores

Dear Ms. Lara:

As you are aware, Thorntons Inc. is merging with a joint entity comprised of BP Products North America, Inc. and ArcLight Capital Partners, LLC. Thorntons Inc. will be the surviving entity and, after the transaction closes, Thorntons Inc. will be converted to a limited liability company, Thorntons LLC. Thorntons has two gas stations and convenience stores in Bloomington—Thorntons #360 is located at 906 N. Main Street and Thorntons #361 is located at 1011 N. Hershey St.

Kay Fleming with the firm of Fleming Stage has been working with Thorntons LLC on licensing and permitting issues and I understand that she has submitted the liquor license applications, other documents, and application fees for the various licenses and permits Bloomington has issued to Thorntons Inc. Please accept this letter as Thorntons Inc.'s consent to transfer all applicable licenses and permits issued to both Thorntons #360 and Thorntons #361 from Thorntons Inc. to Thorntons LLC.

If you have any questions or need additional information, please let me or Kay know. Thank you for your assistance in this matter.



Shelly S. Gibson
General Counsel/Chief Legal Officer
Thorntons Inc.

cc: Kay Fleming
Jayne Piana
Andrew Rocks
Ratna Shah
Anne Kremer
Emily Brydon

REGULAR AGENDA



REGULAR AGENDA ITEM NO. 8A

FOR COUNCIL: February 25, 2019

SPONSORING DEPARTMENT: Human Resources

SUBJECT: Presentation of Classified (Non-Union) IMRF Retirements, as requested by the Human Resources Department.

RECOMMENDATION/MOTION: Informational only, as required pursuant to the Local Government Wage Increase Transparency Act, 50 ILCS 155/1.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services.

STRATEGIC PLAN SIGNIFICANCE: Objective 1c. Engaged residents that are well informed and involved in an open governance process.

BACKGROUND: On July 28, 2016, the Local Government Wage Increase Transparency Act ("Act"), took effect to require the disclosure and discussion of certain wage increases/payments that may have a pension impact. These payment disclosures and other required disclosures for retirement payments being made to non-union employees were discussed in an open meeting of the Bloomington City Council on November 28, 2016 as required under the Local Government Wage Increase Transparency Act.

In Bloomington, employees have historically been able to accrue sick leave and then structure the payout over a three-month period prior to retirement or voluntary termination from the City. In 2009, the City began enacting policies that ceased the structured payout of sick leave for new employees. These new policies were in place for Classified employees in 2012 and in all applicable union contracts by 2014. In the fall of 2015, the City Council debated making further changes to how sick leave is paid, and approved Resolution No. 15-42. In October 2018, an ordinance was approved which directed the City Manager to not bring to the City Council any collective bargaining agreement renewals unless each modifies the timing of how accrued sick leave is paid to eligible employees, to significantly reduce the artificial inflation of employee pensions.

In accordance with the Local Government Wage Increase Transparency Act, the City has its fourth, fifth & sixth 'triggering' events with the retirements of Nancy Nelson, Gabriel Nege, & Richard Twait. Ms. Nelson is a Golf Guest Services Manager, Mr. Nege an Engineering Technician & Mr. Twait a Water Superintendent with the City of Bloomington. All are non-represented (Classified) employees in the Illinois Municipal Retirement System (IMRF) who have expressed their intent to retire from the City in

May 2019.

In accordance with policies and practices of the City and as Classified employees hired before May 1, 2012, Ms. Nelson has accrued \$32,555.04 of unused, accrued sick leave which is to be paid into her retirement health savings (RHS) account, to be made in three (3) equal payments in the 3 months (February, March & April) prior to her retirement. Similarly, Mr. Nege has accrued \$35,629.41 of unused, accrued sick leave which is to be paid into his retirement health savings (RHS) account. Finally, Mr. Twait has accrued \$57,635.41 of unused, accrued sick leave which is to be paid into his retirement health savings (RHS) account as well. Under Section 5(c) of the Act, the following disclosures are made:

Employee Name: Nancy Nelson

- (1) The identity of the employee: Nancy Nelson
- (2) The purpose and amount of the increases or payments: \$44,401.34 (includes \$32,555.04 of earned sick leave and \$11,846.30 of accrued vacation time that will be paid out upon retirement - assumes no sick leave usage until retirement date)
- (3) The proposed retirement date: May 3, 2019
- (4) The effect of the payment(s) upon the expected retirement annuity of the employee: an increase of \$264.79 per month
- (5) The effect of the payment(s) upon the liability of the employer to the Article 7 Fund: The disclosable payment is projected to increase the pension liability of the City by \$39,154.00

Employee Name: Gabriel Nege

- (1) The identity of the employee: Gabriel (Gabe) Nege
- (2) The purpose and amount of the increases or payments: \$44,740.62 (includes \$35,629.41 of earned sick leave and \$9,111.21 of accrued vacation time that will be paid out upon retirement - assumes no sick leave usage until retirement date)
- (3) The proposed retirement date: May 13, 2019
- (4) The effect of the payment(s) upon the expected retirement annuity of the employee: an increase of \$420.62 per month
- (5) The effect of the payment(s) upon the liability of the employer to the Article 7 Fund: The disclosable payment is projected to increase the pension liability of the City by \$65,902.00

Employee Name: Richard Twait

- (1) The identity of the employee: Richard (Rick) Twait
- (2) The purpose and amount of the increases or payments: \$86,501.35 (includes \$57,635.41 of earned sick leave and \$28,865.94 of accrued vacation time that will be paid out upon retirement - assumes no sick leave usage until retirement date)
- (3) The proposed retirement date: May 3, 2019

- (4) The effect of the payment(s) upon the expected retirement annuity of the employee: an increase of \$767.46 per month
- (5) The effect of the payment(s) upon the liability of the employer to the Article 7 Fund: The disclosable payment is projected to increase the pension liability of the City by \$125,095.00

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The estimated amount of Ms. Nelson's sick leave payout is anticipated to be \$32,555.04, assuming she does not diminish her sick leave bank prior to her retirement date. The "accelerated payment" for this payout is expected to be \$39,154.00.

The estimated amount of Mr. Nege's sick leave payout is anticipated to be \$35,629.41, assuming he does not diminish his sick leave bank prior to his retirement date. The "accelerated payment" for this payout is expected to be \$65,902.00.

The estimated amount of Mr. Twait's sick leave payout is anticipated to be \$57,635.41, assuming he does not diminish his sick leave bank prior to his retirement date. The "accelerated payment" for this payout is expected to be \$125,095.00.

Pursuant to legislation from 2012, the accelerated payment is the upfront funding of a pension liability and is not an additional penalty paid by the City. Payments of this type are not budgeted. Costs are expected to be absorbed by other operational savings. If necessary, a budget amendment will be processed at the end of the year.

Estimates are prepared by the Human Resources Department.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Josh Hansen, Compensation & Benefits Mgr.

Reviewed By: Nicole Albertson, HR Director

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager
Scott Rathbun, Finance Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason', with a stylized flourish at the end.

Tim Gleason
City Manager

Attachments:

- None

 CITY OF
Bloomington **ILLINOIS**
REGULAR AGENDA ITEM NO. 8B

FOR COUNCIL: February, 25, 2019

SPONSORING DEPARTMENT: Administration/Finance

SUBJECT: Presentation of the FY2020 Proposed Budget, as requested by the Administration and Finance Departments.

RECOMMENDATION/MOTION: Presentation and discussion 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 Citywide FY2020 Proposed Budget is \$221.6M, which is a 5.5% increase over the FY 2019 Adopted Budget of \$210.1M. The General Fund FY2020 Proposed Budget is \$105.8M. This is a 1.5% increase over the FY2019 Adopted Budget of \$104.2M. The General Fund Budget is 48% of the total budget. Challenges for the City include uncertainty related to changes with the City's local employers and the State of Illinois and its imposition of fees or revenue holdbacks.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A, Presentation Only.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

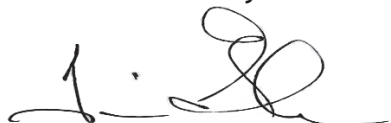
Respectfully submitted for Council consideration.

Prepared By: Scott Rathbun, Finance Director

Finance Review by: Chris Tomerlin, Budget Manager

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- None.

CITY OF
Bloomington ILLINOIS
REGULAR AGENDA ITEM NO. 8C

FOR COUNCIL: February 25, 2019

SPONSORING DEPARTMENT: City Council Initiative

SUBJECT: Consideration of an Ordinance amending Chapter 7 of the City Code to extend the Moratorium on Video Gaming Licenses within the City to April 9, 2019, as requested by a City Council Agenda Initiative.

RECOMMENDATION/MOTION: The Ordinance be approved, and the Mayor and Interim City Clerk be authorized to execute the Ordinance.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services; Goal 5. Great Place - Livable, Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objectives 1c. Engaged residents that are well informed and involved in an open governance process and Objective 5e. More attractive City; commercial areas and neighborhoods.

BACKGROUND: In 2012, the Video Gaming Act began permitting Video Gaming with the State of Illinois. That same year, in July, the City Council adopted an Ordinance allowing video gaming within the City. At that time, no local license requirements were established, nor were any no local per-terminal fees implemented.

On February 26, 2018, the City Council amended the City Code to establish a framework for licensing video gaming terminals within the City. Under the framework, effective April 1, 2018, no establishment was to have on its premises any video gaming terminal without first obtaining a video gaming license from the City. Along with this framework, the City Council also placed a moratorium on *new* video gaming terminals until March 1, 2019.

There is currently no fee for a video gaming license issued by the City, nor has the City implemented any other fees associated with video gaming (e.g., terminal fees on the owners or operators of video gaming terminals).

On February 13, 2019, Alderman Joni Painter filed an Aldermanic Agenda Initiative Proposal Form to “continue the moratorium on video gaming...” This was discussed at the Committee of the Whole on February 18, 2019, at which time a majority of the Alderman were in favor of an ordinance coming forward to at least temporarily extend the moratorium while the Council engages in a broader discussion on video gaming issues.

In accordance with the discussion at the Committee of the Whole, an ordinance is being presented that extends the moratorium on issuing new video gaming permits until April 9, 2019.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Jeffrey R. Jurgens, Corporation Counsel

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager
Scott Rathbun, Finance Director

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason', with a stylized flourish at the end.

Tim Gleason
City Manager

Attachments:

- LGL 3B - ORDINANCE VIDEO GAMING MORATORIUM
- LGL 3C - REPORT 2018 VIDEO GAMING
- LGL 3D - REPORT JANUARY 2019 VIDEO GAMING

ORDINANCE NO. 2019 -

AN ORDINANCE AMENDING CHAPTER 7 OF THE CITY CODE TO EXTEND THE MORATORIUM ON VIDEO GAMING LICENSES WITHIN THE CITY

WHEREAS, the City of Bloomington, Mclean County, Illinois (hereinafter referred to as “City”) is an Illinois home-rule municipality; and

WHEREAS, the City Council has the authority to regulate video gaming in a manner not inconsistent with the provisions of the Illinois Video Gaming Act; and

WHEREAS, on February 26, 2018, the City Council adopted an ordinance establishing a framework for licensing video gaming terminals and establishing a moratorium on the issuance of new video gaming licenses within the City; and

WHEREAS, the current “moratorium” on the issuance of new video gaming licenses within the City is set to expire on March 1, 2019; and

WHEREAS, the City Council desires to temporarily extend the moratorium until April 9, 2019, while it considers the impacts of the video gaming terminals, the proliferation of video gaming within the City, and other issues related to video gaming; and

WHEREAS, the City Council finds it in the best interest of the public health, safety and welfare to continue, and in accordance with its police powers and home-rule authority, does hereby continue the moratorium on the issuance of new video gaming licenses within the City.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Bloomington, McLean County, Illinois, as follows:

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

SECTION 2. Chapter 7, Article 12, Section 122 of the City Code shall be amended as follows:

Chapter 7: Section 122: Moratorium on New Licenses and Expansion.

(a) Except for establishments that have existing video gaming terminals that are operational as of March 1, 2018, as evidenced by documentation from the Illinois Video Gaming Board, no application for a new video gaming license will be accepted by the City until ~~March 1, 2019~~ April 9, 2019.

(b) Only establishments with existing video gaming terminals that are

operational as of the March 1, 2018, shall be permitted to apply and granted licenses under Section 121 and considered grandfathered and eligible for a license under this Chapter.

(c) The provisions of this Section 122 may be waived by a vote of 2/3 of the City Council if the applicant can demonstrate that the establishment has applied for a video gaming license from the Illinois Gaming Board on or before the adoption of this Ordinance.

(d) This Section 122 shall be automatically repealed on ~~March 1, 2019~~ April 9, 2019.

SECTION 3. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 4. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 5. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 6. This ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form as required by law.

SECTION 7. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 25th day of February 2019.

APPROVED this ____ day of February 2019.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, Interim City Clerk

ILLINOIS GAMING BOARD
VIDEO GAMING REPORT
Bloomington

January 2018 - December 2018

2/19/2019
10:23 am

Municipality	Establishment	License Number	VGT Count	VGT Wagering Activity			VGT Income			VGT Tax Distribution		
				Amount Played	Amount Won	Net Wagering Activity	Funds In	Funds Out	NTI	NTI Tax Rate (30%)	State Share	Municipality Share
Bloomington	American Hungarian Family Society	150700683	5	\$1,404,515.94	\$1,278,993.67	\$125,522.27	\$468,858.00	\$343,335.73	\$125,522.27	\$37,657.45	\$31,381.20	\$6,276.25
Bloomington	Around the Corner, Inc.	140704223	5	\$7,087,127.79	\$6,502,005.56	\$585,122.23	\$2,340,279.00	\$1,755,156.77	\$585,122.23	\$175,537.13	\$146,280.95	\$29,256.18
Bloomington	Auctus LLC	130702568	4	\$1,811,161.21	\$1,665,041.23	\$146,119.98	\$485,066.00	\$338,946.02	\$146,119.98	\$43,836.44	\$36,530.40	\$7,306.04
Bloomington	BAYMT, Inc	120702074	5	\$4,525,209.63	\$4,175,557.91	\$349,651.72	\$1,402,802.00	\$1,053,140.03	\$349,661.97	\$104,899.15	\$87,416.00	\$17,483.15
Bloomington	Betty Ruth Roley	140703279	5	\$4,873,096.32	\$4,536,223.16	\$336,873.16	\$1,463,053.00	\$1,126,179.60	\$336,873.40	\$101,062.62	\$84,218.84	\$16,843.78
Bloomington	Big Cheese, Inc.	150703510	4	\$1,018,053.53	\$949,869.66	\$68,183.87	\$330,706.00	\$262,522.16	\$68,183.84	\$20,455.50	\$17,046.25	\$3,409.25
Bloomington	BillHill, Inc.	120706741	5	\$2,676,057.25	\$2,465,373.26	\$210,683.99	\$860,558.00	\$649,874.05	\$210,683.95	\$63,205.75	\$52,671.48	\$10,534.27
Bloomington	Bloomington F.O.E. #527	120807649	5	\$2,470,255.07	\$2,250,003.18	\$220,251.89	\$711,687.00	\$491,435.11	\$220,251.89	\$66,076.37	\$55,063.67	\$11,012.70
Bloomington	Bloomington Lodge No. 745 Loyal Order of Moose	120807123	5	\$2,475,509.52	\$2,317,560.06	\$157,949.46	\$805,989.00	\$648,039.49	\$157,949.51	\$47,385.42	\$39,487.89	\$7,897.53
Bloomington	Blue Note Enterprises, LLC	140704334	2	\$94,798.04	\$89,223.60	\$5,574.44	\$32,741.00	\$27,166.56	\$5,574.44	\$1,672.30	\$1,393.58	\$278.72
Bloomington	C & K HOTEL GROUP LLC	120708012	5	\$2,225,756.47	\$2,032,524.71	\$193,231.76	\$778,842.00	\$585,610.24	\$193,231.76	\$57,970.06	\$48,308.39	\$9,661.67
Bloomington	Chronister Oil Company	121007648	5	\$17,401,488.56	\$16,086,523.51	\$1,314,965.05	\$5,037,015.00	\$3,722,013.96	\$1,315,001.04	\$394,501.11	\$328,750.93	\$65,750.18
Bloomington	CJ's Catering, Inc.	140703722	2	\$541.50	\$261.22	\$280.28	\$351.00	\$70.72	\$280.28	\$84.09	\$70.08	\$14.01
Bloomington	COPPER TOP, INC.	120701411	5	\$3,266,649.16	\$3,024,746.46	\$241,902.70	\$980,990.00	\$739,087.26	\$241,902.74	\$72,571.21	\$60,476.03	\$12,095.18
Bloomington	Crawford's Corner Pub, LLC	170701147	5	\$2,057,371.46	\$1,883,551.54	\$173,819.92	\$712,592.00	\$538,772.08	\$173,819.92	\$52,146.52	\$43,455.44	\$8,691.08
Bloomington	David G Dearth	120701356	5	\$6,330,656.10	\$5,840,229.98	\$490,426.12	\$1,905,404.00	\$1,414,957.88	\$490,446.12	\$147,134.48	\$122,612.06	\$24,522.42
Bloomington	Dublin Bay, Inc.	140700137	2	\$746,890.70	\$707,786.78	\$39,103.92	\$253,936.00	\$214,832.08	\$39,103.92	\$11,731.37	\$9,776.15	\$1,955.22
Bloomington	East Island Inc.	170701320	3	\$27,753.07	\$25,982.73	\$1,770.34	\$9,872.00	\$8,101.66	\$1,770.34	\$531.13	\$442.63	\$88.50
Bloomington	El Toro Margarita Island, Incorporated	140700204	3	\$428,053.49	\$397,681.00	\$30,372.49	\$148,103.00	\$117,730.51	\$30,372.49	\$9,112.07	\$7,593.40	\$1,518.67
Bloomington	Fat Jack's, Inc.	120700474	4	\$1,299,736.08	\$1,183,057.65	\$116,678.43	\$458,459.00	\$341,759.07	\$116,699.93	\$35,010.48	\$29,175.43	\$5,835.05
Bloomington	Freedom Oil Company	131005730	5	\$6,171,832.76	\$5,597,392.61	\$574,440.15	\$2,041,464.00	\$1,467,023.85	\$574,440.15	\$172,332.55	\$143,610.50	\$28,722.05
Bloomington	G Cubed, Inc.	120700777	4	\$2,351,809.25	\$2,172,381.80	\$179,427.45	\$693,857.00	\$514,430.00	\$179,427.00	\$53,828.52	\$44,857.09	\$8,971.43
Bloomington	Gill Street Group, LLC	120707425	5	\$2,473,257.58	\$2,255,073.59	\$218,183.99	\$837,142.00	\$618,958.01	\$218,183.99	\$65,455.73	\$54,546.47	\$10,909.26
Bloomington	Golden House, LLC Bloomington	170702434	5	\$935,177.77	\$851,254.88	\$83,923.09	\$358,306.00	\$274,382.91	\$83,923.09	\$25,177.43	\$20,981.20	\$4,196.23
Bloomington	GS Partners, Inc.	120709987	5	\$5,419,356.30	\$5,056,577.06	\$362,779.24	\$1,804,638.00	\$1,441,838.73	\$362,799.27	\$108,840.37	\$90,700.30	\$18,140.07
Bloomington	Hurley Consolidated Enterprises, LLC	140701470	5	\$1,560,643.06	\$1,431,253.26	\$129,389.80	\$441,577.00	\$312,187.20	\$129,389.80	\$38,817.51	\$32,347.96	\$6,469.55
Bloomington	Hurley Entertainment Group, Inc.	170701507	5	\$4,734,884.11	\$4,299,924.09	\$434,960.02	\$1,686,230.00	\$1,251,260.88	\$434,969.12	\$130,491.16	\$108,742.64	\$21,748.52
Bloomington	JAYST, INC.	120702077	4	\$1,594,842.37	\$1,484,613.01	\$110,229.36	\$520,195.00	\$409,965.64	\$110,229.36	\$33,069.16	\$27,557.63	\$5,511.53
Bloomington	John H. Kraus Post No. 454 Veterans of Foreign Wars of the United States	120902173	5	\$3,877,985.87	\$3,521,892.31	\$356,093.56	\$1,229,961.00	\$873,867.44	\$356,093.56	\$106,828.61	\$89,023.87	\$17,804.74
Bloomington	Junction West, Inc.	120702079	5	\$4,051,754.07	\$3,722,059.16	\$329,694.91	\$1,377,974.00	\$1,046,279.47	\$329,694.53	\$98,908.98	\$82,424.18	\$16,484.80
Bloomington	Keldon, Inc.	120700458	5	\$4,371,153.46	\$3,989,363.30	\$381,790.16	\$1,310,076.00	\$928,285.96	\$381,790.04	\$114,537.47	\$95,447.93	\$19,089.54
Bloomington	KOBE HIBACHI STEAKHOUSE INC.	120712220	5	\$895,559.44	\$825,505.30	\$70,054.14	\$320,623.00	\$250,568.83	\$70,054.17	\$21,016.73	\$17,513.96	\$3,502.77
Bloomington	LAKESIDE COUNTRY CLUB, INC.	120710244	5	\$1,837,860.77	\$1,690,578.62	\$147,282.15	\$603,880.00	\$456,597.85	\$147,282.15	\$44,185.41	\$36,821.17	\$7,364.24
Bloomington	LKH, Inc.	120700463	5	\$6,669,522.94	\$6,141,086.78	\$528,436.16	\$2,178,205.00	\$1,649,769.32	\$528,435.68	\$158,531.23	\$132,109.37	\$26,421.86
Bloomington	Marplayaa Inc.	150702443	3	\$697,564.13	\$644,757.60	\$52,806.53	\$250,842.00	\$198,035.47	\$52,806.53	\$15,842.21	\$13,201.81	\$2,640.40
Bloomington	Martin & Bayley, Inc.	131003834	5	\$10,217,717.87	\$9,421,860.41	\$795,857.46	\$3,023,749.00	\$2,227,694.03	\$796,054.97	\$238,817.31	\$199,014.43	\$39,802.88
Bloomington	MCO QSR, Incorporated	120700786	5	\$4,231,010.89	\$3,875,159.56	\$355,851.33	\$1,393,923.00	\$1,038,071.67	\$355,851.33	\$106,756.24	\$88,963.54	\$17,792.70

Municipality	Establishment	License Number	VGT Count	VGT Wagering Activity			VGT Income			VGT Tax Distribution		
				Amount Played	Amount Won	Net Wagering Activity	Funds In	Funds Out	NTI	NTI Tax Rate (30%)	State Share	Municipality Share
Bloomington	MCTH, Inc.	150701735	5	\$4,288,277.39	\$3,945,945.98	\$342,331.41	\$1,363,928.00	\$1,021,596.59	\$342,331.41	\$102,699.87	\$85,583.26	\$17,116.61
Bloomington	Mickey's Kitchen, Inc.	170700047	5	\$1,772,081.82	\$1,633,299.92	\$138,781.90	\$531,551.00	\$392,769.10	\$138,781.90	\$41,635.06	\$34,695.90	\$6,939.16
Bloomington	Mugsy's Pub, Inc.	120700451	5	\$4,291,751.62	\$3,910,191.70	\$381,559.92	\$1,459,237.00	\$1,077,677.08	\$381,559.92	\$114,468.58	\$95,390.50	\$19,078.08
Bloomington	Nightshop LLC	180700570	5	\$308,037.81	\$281,508.62	\$26,529.19	\$119,518.00	\$92,988.81	\$26,529.19	\$7,959.05	\$6,632.53	\$1,326.52
Bloomington	Old English INN LTD.	120707746	5	\$5,394,785.28	\$4,986,754.54	\$408,030.74	\$1,892,979.00	\$1,484,948.21	\$408,030.79	\$122,409.77	\$102,008.17	\$20,401.60
Bloomington	Peggy Bateman	120710158	5	\$2,443,855.41	\$2,264,901.69	\$178,953.72	\$738,386.00	\$559,432.42	\$178,953.58	\$53,686.46	\$44,738.75	\$8,947.71
Bloomington	Pheasant Lanes Family Fun Center, LLC	120710898	5	\$6,864,675.92	\$6,309,251.97	\$555,423.95	\$2,192,203.00	\$1,636,777.88	\$555,425.12	\$166,628.22	\$138,856.84	\$27,771.38
Bloomington	Pilot Travel Centers LLC	121009209	5	\$12,898,556.38	\$11,872,414.53	\$1,026,141.85	\$4,023,251.00	\$2,997,143.39	\$1,026,107.61	\$307,832.99	\$256,527.52	\$51,305.47
Bloomington	Ralben, Inc.	130705917	5	\$5,421,623.46	\$4,920,952.77	\$500,670.69	\$1,771,341.00	\$1,270,670.31	\$500,670.69	\$150,201.79	\$125,168.19	\$25,033.60
Bloomington	ROKOS, INC.	120710849	2	\$293,481.26	\$270,121.35	\$23,359.91	\$101,393.00	\$78,033.09	\$23,359.91	\$7,008.10	\$5,840.09	\$1,168.01
Bloomington	SETINTHEBAR, Inc.	150701851	2	\$175,686.05	\$161,607.78	\$14,078.27	\$53,853.00	\$39,774.73	\$14,078.27	\$4,223.56	\$3,519.64	\$703.92
Bloomington	Snyder Brickyard Hotel, LLC	140704163	5	\$3,305,499.86	\$3,019,028.50	\$286,471.36	\$1,139,474.00	\$852,998.74	\$286,475.26	\$85,943.21	\$71,619.36	\$14,323.85
Bloomington	Sport & Bait Lounge Tavern, Inc.	120706737	5	\$3,521,388.00	\$3,233,113.85	\$288,274.15	\$1,189,077.00	\$900,803.01	\$288,273.99	\$86,482.56	\$72,068.81	\$14,413.75
Bloomington	T V E O Corporation	120707001	5	\$2,985,200.10	\$2,762,994.02	\$222,206.08	\$1,031,821.00	\$809,614.92	\$222,206.08	\$66,662.40	\$55,552.00	\$11,110.40
Bloomington	TA Operating LLC	121010652	5	\$7,832,892.18	\$7,170,836.07	\$662,056.11	\$2,166,609.00	\$1,504,582.74	\$662,026.26	\$198,608.65	\$165,507.22	\$33,101.43
Bloomington	TEDJ, LLC	130705788	5	\$2,615,778.72	\$2,437,258.88	\$178,519.84	\$819,710.00	\$641,190.16	\$178,519.84	\$53,556.60	\$44,630.52	\$8,926.08
Bloomington	The Lincoln Springs Center, LLC	160701632	5	\$1,570,651.61	\$1,447,792.44	\$122,859.17	\$553,689.00	\$430,834.41	\$122,854.59	\$36,857.12	\$30,714.27	\$6,142.85
Bloomington	Twostep, Inc.	130705638	4	\$1,596,452.94	\$1,454,471.60	\$141,981.34	\$575,995.00	\$434,013.66	\$141,981.34	\$42,594.75	\$35,495.64	\$7,099.11
Bloomington	West Side Liquors, Inc.	120707519	5	\$2,318,119.03	\$2,151,920.20	\$166,198.83	\$769,560.00	\$603,360.95	\$166,199.05	\$49,860.40	\$41,550.35	\$8,310.05
Bloomington	Winners Of Bloomington, Inc.	120700441	5	\$3,581,660.54	\$3,263,667.34	\$317,993.20	\$1,156,781.00	\$838,787.80	\$317,993.20	\$95,398.62	\$79,498.87	\$15,899.75
REPORT TOTAL:				\$197,793,068.91	\$181,890,963.76	\$15,902,105.15	\$62,910,301.00	\$47,007,946.24	\$15,902,354.76	\$4,770,735.03	\$3,975,613.28	\$795,121.75

ILLINOIS GAMING BOARD
VIDEO GAMING REPORT
Bloomington
January 2019

2/19/2019
9:53 am

Municipality	Establishment	License Number	VGT Count	VGT Wagering Activity			VGT Income			VGT Tax Distribution		
				Amount Played	Amount Won	Net Wagering Activity	Funds In	Funds Out	NTI	NTI Tax Rate (30%)	State Share	Municipality Share
Bloomington	American Hungarian Family Society	150700683	5	\$ 046,693	\$8142,897	\$ -40,7986	\$2,463790	\$20463,96	\$ -40,7986	\$2472,92	\$2427,9	\$ 5,988
Bloomington	Around the Corner4Inc9	1,070,223	5	\$660483292	\$60,41,1971	\$564,0953	\$222418890	\$1654,6987	\$564,1983	\$16485792	\$1,40,79	\$240,958
Bloomington	Auctus LLC	130702568	.	\$175475196	\$1634113925	\$1246389,	\$ 8472,90	\$3640,091	\$1246389,	\$347,180	\$3415,96	\$6319.
Bloomington	BAYMT4Inc	12070207.	5	\$ 36470392	\$ 0041,597	\$364657950	\$13967290	\$102401,90	\$36465790	\$1046781	\$ 413,93	\$1482798
Bloomington	Betty Ruth Roley	1,070327,	5	\$3,4672903	\$321411398	\$23465895	\$10847690	\$85421797	\$23465891	\$647791	\$5481,95	\$1416292
Bloomington	Big Cheese4Inc9	150703510	.	\$5,461926	\$5,478093	\$548093	\$1,465890	\$1,4677902	\$5480938	\$1465,91	\$142,595	\$25,906
Bloomington	BillHill4Inc9	1207087,1	5	\$156487282	\$1,643190	\$1046,082	\$5142,890	\$ 0475798	\$1046,082	\$346281	\$2463596	\$527915
Bloomington	Bloomington FIDES#527	1208076,.	5	\$163413890	\$15243792	\$10400088	\$ -40,90	\$3,4003912	\$10400088	\$3400096	\$2465092	\$51090.
Bloomington	Bloomington Lodge No97,5 Loyal Order of Moose	120807123	5	\$16746,0920	\$156466980	\$11427390	\$5,463190	\$ 3425795	\$11427395	\$348929,	\$2481895	\$56396,
Bloomington	C p & HOTEL KROGU LLC	120708012	5	\$15747,892	\$1,348396	\$1,461,93	\$524,090	\$39467557	\$1,461,93	\$ 48,93	\$346536,	\$73097.
Bloomington	Chronister Oil ComPany	1210076,8	5	\$1481240,96	\$1421046,791	\$101485795	\$38547,790	\$28345593	\$10148,197	\$3046529,	\$2546091	\$540,208
Bloomington	COUJER TOU4INC9	120701,11	5	\$1,4,286	\$181478926	\$1746,90	\$6041690	\$ 245196	\$1746,96	\$548,98	\$ 4,1915	\$8,8923
Bloomington	CraJford's Corner Uuw4LLC	1707011,7	5	\$15841,285	\$1,64899,	\$11400696	\$5047190	\$39466,96	\$11400696	\$34,198	\$2462895	\$56593
Bloomington	baDd K bearth	120701356	5	\$38,485797	\$36042,90	\$2,472797	\$12247,90	\$ 24651923	\$2,472797	\$841893	\$7432903	\$148690
Bloomington	buwin Bay4Inc9	1,0700137	2	\$524861912	\$50477951	\$2403361	\$18466190	\$16477798	\$2403361	\$62590,	\$52091	\$10,918
Bloomington	El Toro Margarita Island4IncorPorated	1,070020,	3	\$27407792	\$2647,7987	\$27,92	\$741390	\$74633986	\$27,96	\$839,	\$6,90	\$139,
Bloomington	Fat vax's4Inc9	120700,7.	.	\$1,142599,	\$12,46,792	\$16461197	\$ 648,90	\$2,467793	\$16461197	\$ 48391	\$ 46295	\$830956
Bloomington	Freedom Oil ComPany	131005730	5	\$ 774,917	\$ 37483291	\$3,4617916	\$15946,90	\$118477698	\$3,4617916	\$114,5916	\$ 45,90	\$14,086
Bloomington	K Cuwe4Inc9	120700777	.	\$20746,285	\$18,43095,	\$19421296	\$60402390	\$ 146109	\$18421296	\$546397	\$ 46396	\$ 1091
Bloomington	Kill Street Krou4LLC	120707,25	5	\$167467191	\$15,45,98	\$12471197	\$55463290	\$246298	\$12471197	\$3481395	\$347796	\$93595,
Bloomington	Kolden House4LLC Bloomington	170702,3.	5	\$5646,892	\$52486390	\$34635902	\$2542890	\$2146,298	\$34635912	\$145093	\$ 5897	\$1,1976
Bloomington	KS Uartners4Inc9	12070,87	5	\$36842356,	\$3,3482,912	\$2,40692	\$121467090	\$ 645191	\$2,41899,	\$747592	\$642,90	\$142,592
Bloomington	Hurley Consolidated EnterPrises4LLC	1,0701,70	5	\$101425695	\$ 7488198,	\$3467,91	\$2140790	\$1840329,	\$3467,91	\$14629,	\$ 6896	\$1,3973
Bloomington	Hurley Entertainment Krou4Inc9	170701507	5	\$38,413917	\$3,741792	\$3646,5925	\$129463,90	\$ 1438975	\$3646,5925	\$11400892	\$ 47395	\$1483,977
Bloomington	vAYST4INC9	120702077	.	\$7646095	\$7143339,	\$5462891	\$2546,690	\$20401,9	\$5462891	\$14879,	\$140896	\$28193
Bloomington	John HB&raus Uost No9,5, Veterans of Foreign Wars of the United States	120,02173	.	\$30245,90	\$2714,380	\$3041190	\$ 842,190	\$67462,90	\$3041190	\$ 412397	\$7460281	\$1462096
Bloomington	vunction West4Inc9	12070207,	5	\$2,8462,915	\$22,45691	\$18467391,	\$86462090	\$6746,696	\$18467391,	\$5460198	\$ 46892	\$ 3396
Bloomington	&eldon4Inc9	120700,58	5	\$37643795,	\$3,3421,928	\$33462381	\$10946,190	\$73466798,	\$33462381	\$ 46791	\$840593	\$14661918
Bloomington	&OBE HIBACHI STEA&HOGSE INC9	120712220	5	\$68416,95	\$61483697	\$64627958	\$254,290	\$1,416,95	\$6462795	\$148,897	\$146819,	\$31688
Bloomington	LA&ESib E COGNTRY CLGB4INC9	1207102,.	.	\$5406,90	\$340792	\$14156978	\$1466090	\$50392	\$14156978	\$3,7905	\$28,921	\$5796,
Bloomington	L&H4Inc9	120700,63	5	\$600459921	\$566480925	\$3,407796	\$1,2462390	\$1584,591	\$3,407796,	\$1042390	\$8461,96	\$1470390
Bloomington	MarPlayaa Inc9	150702,3	3	\$5742681	\$5148392,	\$54,3987	\$21483390	\$15468,960	\$54,390	\$1473902	\$148595	\$2,7917
Bloomington	Martin p Bayley4Inc9	13100383,	5	\$7,4,096	\$681467,91	\$62476595	\$22845690	\$16546,906	\$6246619,	\$1847689,	\$1546,093	\$342891
Bloomington	MCO QSR4IncorPorated	120700798	5	\$2,748098	\$26,403976	\$274776952	\$100465590	\$72477698	\$27477692	\$8463392	\$64,91,	\$1488983
Bloomington	MCTH4Inc9	150701735	5	\$365466,91	\$328401977	\$3646692,	\$105461390	\$68450976	\$3646692,	\$104,8972	\$ 46590	\$14839912
Bloomington	Mickey's Kitcher4Inc9	1707000,7	5	\$105465,98	\$ 54613906	\$104,1952	\$36407890	\$2543698	\$104,1952	\$340,291	\$2463592	\$50790,
Bloomington	Mugsy's Uuw4Inc9	120700,51	5	\$333461592	\$2,840,976	\$3,47096	\$11,415,90	\$7,4,8990	\$3,470970	\$1041393	\$8467790	\$1473593

Municipality	Establishment	License Number	VGT Count	VGT Wagering Activity			VGT Income		VGT Tax Distribution			
				Amount Played	Amount Won	Net Wagering Activity	Funds In	Funds Out	NTI	NTI Tax Rate (30%)	State Share	Municipality Share
Bloomington	Nighthop LLC	180700570	5	\$110466192	\$1004.8.91	\$1047291	\$35461890	\$254.598,	\$1047291	\$34051971	\$246.390,	\$508982
Bloomington	Old English INN Ltb9	1207077.6	5	\$.884.0395	\$.55405.912	\$3346. .913	\$15146.690	\$117465292	\$3346.39.8	\$10445398	\$84.6197	\$146.2921
Bloomington	Ueggy Bateman	120710158	5	\$1864. .092	\$1714.7192	\$15461.90	\$564.390	\$.04.239.0	\$15461.90	\$.46559.0	\$347.9.2	\$7759.8
Bloomington	Uheasant Lanes Family Fun Center4LLC	1207108.8	5	\$55848193	\$50.46.69.0	\$.423.93	\$170467690	\$1214. .197	\$.423.93	\$1.47709.6	\$1240892	\$24.6197.
Bloomington	Uliot TraDel Centers LLC	12100.20,	5	\$.2245.91	\$8.147869,	\$8047392	\$2. .463690	\$213462363	\$8047397	\$2.42319.8	\$204.392	\$.403896
Bloomington	Ralwen4Inc9	130705.17	5	\$35.46.6927	\$32841.92	\$26467655	\$118473790	\$.246093	\$26467697	\$74.729.7	\$646. .91.	\$1428983
Bloomington	RO&OS4INC9	1207108. .	2	\$1.48.2988	\$124.05971	\$14.369.7	\$5462090	\$3468298	\$14.3792	\$581916	\$.8.90	\$.696
Bloomington	SETINTHEBAR4Inc9	150701851	2	\$1743.91	\$1542683	\$2421298	\$34.1.90	\$14706912	\$2421298	\$66397	\$55393	\$1109.
Bloomington	Snyder Brickyard Hotel4LLC	1.070.163	5	\$35342559.2	\$33047392,	\$22482913	\$127477290	\$10.488.97	\$224822913	\$6466.971	\$547205,	\$141. .912
Bloomington	SPORT p Bail Lounge TraDem4Inc9	120706737	5	\$212406096	\$1.546709,	\$164. .097	\$7.463.90	\$5841.39.3	\$164. .097	\$.4.7913	\$.412281	\$82.92
Bloomington	T V E O CorPoration	120707001	5	\$23542.390.	\$20.4.7992	\$2542.592	\$86476590	\$61461.908	\$2542.59.2	\$7467392	\$641192	\$146290
Bloomington	TAOPerating LLC	121010652	5	\$6.847797	\$5.0473918	\$5844038,	\$18541.390	\$1264.8238,	\$584616096	\$174. .890,	\$1.46.098	\$24.0891
Bloomington	TEBv4LLC	130705788	5	\$256408198	\$2.34809.2	\$12420096	\$75470190	\$63460038,	\$12420096	\$34660920	\$3405097	\$61093
Bloomington	The Lincoln SPings Center4LLC	160701632	5	\$18.482.98	\$175413.92	\$1.468.96	\$6842.890	\$53461351	\$1.468.9. .	\$.4.0595	\$3467192	\$73.93
Bloomington	TJoster4Inc9	130705638	.	\$18747119. .	\$16648197	\$2146309.2	\$6148090	\$3.46. .98	\$2146309.2	\$64.5.9.	\$548297,	\$1407655
Bloomington	West Side Liquors4Inc9	12070751,	5	\$2.0483971	\$21.4.159.8	\$204.6793	\$7.46790	\$5846. .9.	\$204.6791	\$642.093	\$542.19. .	\$140.89,
Bloomington	Winners Of Bloomington4Inc9	120700. .1	5	\$25043.93	\$22.48590	\$21405.913	\$78465190	\$574. .69.7	\$21405.913	\$6461690	\$546398	\$1405292
REPORT TOTAL:				\$15,266,978.88	\$14,016,617.28	\$1,250,361.40	\$4,851,320.00	\$3,601,108.66	\$1,250,211.34	\$375,065.73	\$312,554.83	\$62,510.90
54 Establishments				249								