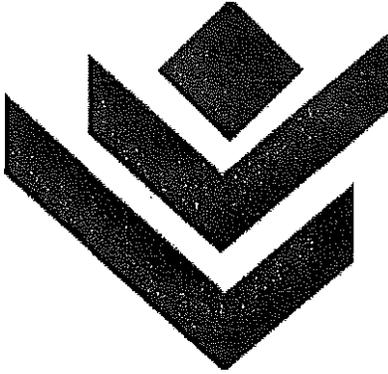




CITY OF  
BLOOMINGTON  
COUNCIL MEETING  
SEPTEMBER 10, 2018



## **City Logo Design Rationale**

The symbol for the City of Bloomington is multifaceted in its visual and conceptual approach. Visually the symbol and the City's identity represent a modern progressive style which is consistent with the City's government. The symbol is based on three different concepts which combine to represent the City in a contemporary and appropriate way.

First and foremost is the chevron. The City government is a respected agency dedicated to serving the public. In this way, the chevron represents service, rank and authority.

The symbol may also be seen as a three dimensional building. This represents growth and diversity in our community.

Finally, the flower or plant derived from the original name "Blooming Grove," represents a community that is friendly and safe. Progress and growth are also associated with plant life as well as regeneration and renewal.

The symbol's positive upward movement is representative of the City's commitment to excellence!

## Brief Summary of Five Council Priorities

### Five Priorities

At the September retreat, Council informally selected its top five priorities, and since that time staff has seen that these five areas are the dominant focus of the Council's policy deliberations. The selected priorities are:

1. Economic Development
2. Infrastructure
3. Financial Planning
4. Reduced Emergency Response Times
5. Downtown Implementation Plan

The value in naming priorities is to establish policy direction, make that direction known to stakeholders and guide policy, budget and operational decisions. As we work to develop the City's FY17 budget, staff would find value in formalizing the five priorities for the next fiscal year.

Prior to formalization, we have prepared this brief summary to begin the dialogue about what each priority means, where it stands and what it will take to advance each going forward.

#### 1. Economic Development

- A. Economic development was overwhelmingly recognized by the Council as **essential to the financial sustainability** of the community. It is our prime means to diversify our tax base and expand our revenue streams.
- B. City of Bloomington economic development is undertaken in parallel with **regional collaboration** and economic development initiatives of the EDC, B/N Advantage and others.
- C. The time is right to review our **economic development strategic plan and incentive policy**. Tools such as TIF are invaluable for the redevelopment of areas such as Colonial Plaza, and will be key to our success.
- D. Economic development cannot stand alone and depends on sound infrastructure and quality of life to successfully ensure a financially-sound future for our community.

#### 2. Infrastructure

- A. The City is decades behind in funding much-needed **infrastructure maintenance**, estimated to total \$400M or more. Reliable infrastructure with the capacity to handle growth is essential to economic development, quality of life and the City's financial long-term stability.
- B. Our City's recently completed **infrastructure Master Plans**, encompassing streets, sanitary sewers, storm water, facilities, sidewalks and more provide detailed inventory, condition rating and make it possible for us to assess and prioritize critical needs.
- C. The next essential step is to develop a **five year Capital Improvement Plan** to address the most urgent/timely needs, AND a funding strategy.
- D. Some projects included in the City's Master Plans are prime candidates for borrowing. Financing options are many, and Council will determine a preferred strategy, ranging from conservative to aggressive.

3. Financial Planning

- A. Since the Great Recession, we are all adapting to a new economy that requires us to have a **long-term, continuously evolving plan for financial sustainability**, including a plan for appropriate reserves. We must have a balanced budget to avoid the pitfalls and reputational damage that many other governments continue to experience.
- B. A deficit in the City's General Fund was averted in the near term through Budget Task Force recommendations and the Council's recent adoption of a 1% sales tax increase. However, the City's expenses, especially those tied to Police and Fire pensions and labor costs, will continue to increase over the years. The **potential for a General Fund structural deficit** will continue to threaten future budgets.
- C. It will take all of us, including our citizens, to develop solutions for achievement of financial sustainability. We must focus on refining our financial projections, re-forecasting when appropriate, identifying programs and services, establishing appropriate levels of service performance measures, and prioritization.
- D. A **Capital Improvement Plan and funding** is critical to the City's financial strategy now and going forward.

4. Reduced Emergency Response Times

- A. Despite the excellent efforts of our first responders, the Fire Master Plan identified that **service to the City's northeast portion is inadequate and response times are below our standards**. Long-term, the Master Plan recommends a new Fire Station facility to serve the northeast area of the City. In the short-term, we must identify creative and innovative methods to reduce EMS and fire suppression response times.
- B. Quality public safety services are essential to a community's Economic Development and, with so many financial resources devoted to public safety, **finding efficient solutions to public safety issues** contributes to the long-term financial health of the community.

5. Downtown Implementation Plan

- A. The Downtown Master Plan was adopted by the City Council in 2013 without an Implementation Plan. Increased interest in Downtown economic development, notably in the proposed addition of hotel and/or convention center space, indicates this is the time to **design the City's role** in success of the Downtown.
  - a. It will take inside and outside **resources to vet potential Downtown projects**.
  - b. We must determine the amount and type of **public engagement** that is appropriate for Downtown development proposals.
  - c. Traditionally, municipalities play a role in Downtown **streetscape improvements** and meeting its **parking needs**.
- B. We can **build upon the qualities that make our Downtown special**, such as our ties to President Lincoln and Route 66, both expertly displayed in the new Visitors Center at the McLean County Museum of History. Smart economic development in Downtown will expand on existing assets and attractions like the Museum, the BCPA and the Coliseum.



**RESOLUTION NO. 2016 -29**

***A RESOLUTION ADOPTING A MISSION, VISION AND VALUES STATEMENT FOR THE CITY OF BLOOMINGTON***

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

**WHEREAS**, the City is known as the "Jewel of the Midwest;" and

**WHEREAS**, the City is a great place to live, work and play; and

**WHEREAS**, the City Council desires to adopt a statement expressing the Organizational Mission, Vision and Values of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE** City Council of the City of Bloomington, McLean County, Illinois, as follows:

**Section 1.** The above stated recitals are incorporated herein by reference.

**Section 2.** The City Council of the City of Bloomington hereby formally adopt the following as the City's Organizational Mission, Vision and Values:

**Mission:** To lead, serve and uplift the City of Bloomington

**Vision:** A Jewel of Midwest Cities

**Values:** Service-centered, results-driven, inclusive.

**Section 3.** All resolutions in conflict with this Resolution, as well as any previous statements adopted on the mission, vision and values of the City are hereby repealed.

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

**APPROVED** by the City Council of the City of Bloomington, McLean County, Bloomington, Illinois, July 25, 2016, by a vote of 7 to 1. (Nay: Alderman Kevin Lower) (Absent: Alderman David Sage)

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Cherry L. Lawson, City Clerk

# AGENDA



**CITY COUNCIL MEETING AGENDA  
CITY HALL COUNCIL CHAMBERS  
109 EAST OLIVE STREET, BLOOMINGTON, IL 61701  
MONDAY, SEPTEMBER 10, 2018; 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/Appointments**
  - A. Proclamation declaring September “National Suicide Prevention Month”.
  - B. Loyalty Oath and Appointment of Scott Rathbun as Finance Director.
  - C. Appointment of Mark Halx to the Cultural Commission.
- 6. Public Comment**
- 7. “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 is Item #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.)*

  - A. Consideration of approving the Minutes of the August 27, 2018 Regular City Council Meeting. *(Recommend the reading of minutes be dispensed and approved as printed.)*

---

**NOTE:** Action may be taken by the City Council on the agenda’s action items (those items listed on the Consent Agenda and Regular Agenda) beyond the motions listed and/or staff recommendations. Ordinances and resolutions listed on the agenda may further be amended and/or revised prior to adoption by the City Council. No action will be taken if the agenda item is listed as only informational.

- B. Consideration of approving Bills, Payroll, and Electronic Transfers in the amount of \$6,238,653.98. *(Recommend the Bills, Payroll, and Electronic Transfers be allowed in the amount of \$6,238,653.98, and orders drawn on the Treasurer for the various amounts as funds are available.)*
- C. Consideration of approving an Appointment to the Cultural Commission. *(Recommend Mark Halx be appointed to the Cultural Commission.)*
- D. Consideration of the Purchase of a Technical Support Service from Physio-Control, as a limited source, in the amount of \$53,978.40 (payable in four (4) annual installments of \$13,494.60), as requested by the Fire Department. *(Recommend the Purchase of the Technical Support Service from Physio-Control, as a limited source, in the amount of \$53,978.40 (payable in four (4) annual installments of \$13,494.60), be approved and the Procurement Manager authorized to issue a Purchase Order.)*
- E. Consideration of a Resolution approving Change Order 1 to the Construction Contract for the St. Peter Aquifer Test Wells 1 and 2 Project (Bid #2017-33) with Layne Christensen Company for additional Test Well 2 development and re-testing Test Well 1, as requested by the Water Department. *(Recommend the Resolution approving Change Order 1 to the Construction Contract for the St. Peter Aquifer Test Wells 1 and 2 Project (Bid #2017-33) with Layne Christensen Company for additional Test Well 2 Development and Re-testing Test Well 1, in the amount of \$93,957.00, at the unit prices listed in the Change Order, and authorize the Mayor and City Clerk to execute the Resolution, the City Manager to execute the Change Order, and the Procurement Manager be authorized to issue a Purchase Order for the same.)*
- F. Consideration of an Ordinance Amending the Fiscal Year 2019 Library Fixed Asset Budget, in the amount of \$144,117 for revenues and \$139,117 for expenses, as requested by the Bloomington Public Library. *(Recommend the Ordinance amending the FY2019 Library Fixed Asset Budget, in the amount of \$144,117 for revenues and \$139,117 for expenses, be approved, and the Mayor and the City Clerk be authorized to execute the necessary documents.)*
- G. Consideration of an Ordinance providing for the Vacation of a No Access Easement lying within the Hershey Plaza Subdivision, so that the owner of the subject property, can prepare for an entrance from Hershey Road to allow a Hershey Road address, as requested by the Public Works Department. *(Recommend the Ordinance providing for the Vacation of a No Access Easement lying within the Hershey Plaza Subdivision be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- H. Consideration of an Ordinance amending the Fiscal Year 2019 Budget, in the amount of \$83,253.51, to adjust the Illinois Housing Development Authority Abandoned Property Program fund, as requested by the Community Development Department. *(Recommend the*

---

**NOTE:** Action may be taken by the City Council on the agenda's action items (those items listed on the Consent Agenda and Regular Agenda) beyond the motions listed and/or staff recommendations. Ordinances and resolutions listed on the agenda may further be amended and/or revised prior to adoption by the City Council. No action will be taken if the agenda item is listed as only informational.

*Ordinance amending the Fiscal Year 2019 Budget in the amount of \$83,253.51 to adjust the Illinois Housing Development Authority Abandoned Property Program fund be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

- I. Consideration of an Ordinance Suspending Portions of Section 26(d) of Chapter 6 and Section 701 of Chapter 31 of the Bloomington City Code to allow Possession of Open Alcohol on Public Property during the ZooDo to be held at Miller Park Zoo and Pavilion on September 15, 2018 from 4:30 p.m. to 10:00 p.m., as requested by the City Clerk's Office. *(Recommend the Ordinance Suspending Portions of Section 26(d) of Chapter 6 and Section 701 of Chapter 31 of the Bloomington City Code to allow Possession of Open Alcohol on Public Property during the ZooDo to be held at Miller Park Zoo and Pavilion on September 15, 2018 from 4:30 p.m. to 10:00 p.m. be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- J. Consideration of an application of the Bloomington Normal Sunrise Rotary for an LB (Limited Beer and Wine) liquor license, which would allow the sale of beer and wine by the glass for consumption on the premises for an event at Union Park (G.E. Park), located at 1750 G.E. Road, on October 21, 2018 from 12 p.m. to 3:30 p.m., as requested by the City Clerk's Office. *(Recommend the application of the Bloomington Normal Sunrise Rotary for an LB (Limited Beer and Wine) liquor license, which would allow the sale of beer and wine by the glass for consumption on the premises for an event at Union Park (G.E. Park), located at 1750 G.E. Road, on October 21, 2018 from 12 p.m. to 3:30 p.m., be approved contingent upon compliance with all health and safety codes.)*
- K. Consideration of an application of BM Trade Company, d/b/a Lucky Garden, located at 706 S. Eldorado Road, requesting an RAS (Restaurant, All Types of Alcohol, Sunday Sales) liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week, as requested by the City Clerk's Office. *(Recommend the application of BM Trade Company, d/b/a Lucky Garden, located at 706 S. Eldorado Road, requesting an RAS (Restaurant, All Types of Alcohol, Sunday Sales) liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week be approved, contingent upon the corporation being approved to do business in the State of Illinois and compliance with all health and safety codes.)*

## **8. "Regular Agenda"**

- A. Presentation and action on a Memorandum of Understanding with the Boys & Girls Club of Bloomington-Normal for the sale of 3.34 acres of City Park Land inside Sunnyside Park for the development of a new facility, in the amount of \$1.00, as requested by the Boys & Girls Club in consultation with the Parks, Recreation and Cultural Arts Department. *(Recommend the Memorandum of Understanding between the City of Bloomington and the Boys & Girls*

---

**NOTE:** Action may be taken by the City Council on the agenda's action items (those items listed on the Consent Agenda and Regular Agenda) beyond the motions listed and/or staff recommendations. Ordinances and resolutions listed on the agenda may further be amended and/or revised prior to adoption by the City Council. No action will be taken if the agenda item is listed as only informational.

*Club of Bloomington-Normal for the Sale of Sunnyside Park in the amount of \$1.00 be approved, and the Mayor and City Clerk authorized to execute the Memorandum.) (Brief Overview by Tim Gleason, City Manager, Presentation by Jeffrey Jurgens, Corporation Counsel, 5 minutes, City Council discussion, 5 minutes.)*

- B. Consideration of an Ordinance approving an Agreement between the City and Iceberg Development Group, LLC (JNB Bloomington, LP) providing for a Rental Assistance Program in support of the redevelopment of the former Bloomington High School building at 510 East Washington Street in the Downtown East Washington Street TIF District, as requested by the Community Development Department – Office of Economic Development. *(Recommend the Ordinance approving the Agreement between the City of Bloomington and JNB Bloomington, LP providing for a Rental Assistance Program for the former Bloomington High School/Washington Senior Apartments be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.) (Brief Overview by Tim Gleason, City Manager, Presentation by Bob Mahrt, Community Development Director, 5 minutes, City Council discussion, 5 minutes.)*
- C. Consideration of an Ordinance amending the Fiscal Year 2019 Budget, in the amount of \$59,526, and the Purchase of nine (9) Vehicles from Morrow Brothers Ford, Inc. of Greenfield, IL, using the State of Illinois Joint Purchase Contract, for a total amount of \$360,910, as requested by the Police Department. *(Recommend (1) the Ordinance amending the Fiscal Year 2019 Budget, in the amount of \$59,526, be approved and the Mayor and City Clerk authorized to execute the Ordinance; and (2) the Purchase of nine (9) 2019 AWD Utility Police Interceptor Vehicles from Morrow Brothers Ford, Inc. of Greenfield, IL, using the State of Illinois Joint Purchase Contract #18-416CMS-BOSS4-750 (exp. 3/14/19) for a total amount of \$360,910 be approved, and the Procurement Manager be authorized to issue a Purchase Order.) (Brief Overview by Tim Gleason, City Manager, City Council discussion, 5 minutes.)*

**9. City Manager’s Discussion**

**10. Mayor’s Discussion**

**11. City Aldermen’s Discussion**

**12. Executive Session – *Cite Section***

- A. Collective Bargaining – Section 2(c)(2) of 5 ILCS 120/2 (5 minutes)
- B. Review of Minutes – Section 2(c)(21) of 5 ILCS 120/2 (5 minutes)

**13. Adjournment**

**14. Notes**

---

**NOTE:** Action may be taken by the City Council on the agenda’s action items (those items listed on the Consent Agenda and Regular Agenda) beyond the motions listed and/or staff recommendations. Ordinances and resolutions listed on the agenda may further be amended and/or revised prior to adoption by the City Council. No action will be taken if the agenda item is listed as only informational.

# RECOGNITIONS



Council Date: September 10, 2018

**COUNCIL AGENDA ITEM NO. 5**

Recognition/Appointments

- A. Proclamation declaring September “National Suicide Prevention Month”.
- B. Loyalty Oath and Appointment of Scott Rathbun as Finance Director.
- C. Appointment of Mark Halx to the Cultural Commission.

# PROCLAMATION

## National Suicide Prevention Month September 10, 2018

**WHEREAS;** September is known around the United States as National Suicide Prevention Awareness Month and is intended to help promote awareness surrounding each of the Suicide Prevention resources available to us and our community. The simple goal is to learn how to help those around us and how to talk about suicide without increasing the risk of harm; and

**WHEREAS;** Suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion, or background; and

**WHEREAS;** According to the CDC, each year more than 41,000 people die by suicide; and

**WHEREAS;** Suicide is the 10<sup>th</sup> leading cause of death among adults in the US, and the 2<sup>nd</sup> leading cause of death among people aged 10-24; and

**WHEREAS;** Bloomington, Illinois is no different than any other community in the country, but chooses to publicly state and place our full support behind local educators, mental health professionals, athletic coaches, pack leaders, police officers, and parents, as partners in supporting our community in simply being available to one another; and

**WHEREAS;** local organizations like Suicide Prevention Services (SPS) and national organizations like the National Alliance on Mental Illness (NAMI) are on the front lines of a battle that many still refuse to discuss in public, as suicide and mental illness remain too taboo a topic to speak on; and

**WHEREAS,** every member of our community should understand that throughout life's struggles we all need the occasional reminder that we are all silently fighting our own battles; and

**WHEREAS,** I encourage all residents to take the time to inquire as to the wellbeing of their family, friends, and neighbors over the next few days and to genuinely convey their appreciation for their existence by any gesture they deem appropriate. A simple phone call, message, handshake, or hug can go a long way towards helping someone realize that suicide is not the answer.

**NOW, THEREFORE,** be it resolved that I, Tari Renner, Mayor of the City of Bloomington, Illinois, do hereby proclaim the month of September 2018, as

### “NATIONAL SUICIDE PREVENTION MONTH”

In the city of Bloomington, Illinois and hope all citizens acknowledge and help curtail this horrible epidemic.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the City of Bloomington to be affixed this day 10<sup>th</sup> day of September, 2018.



Tari Renner  
Mayor



Cherry Lawson  
City Clerk

# CONSENT AGENDA



**CONSENT AGENDA ITEM NO: 7A**

FOR COUNCIL: September 10, 2018

**SPONSORING DEPARTMENT:** City Clerk's Office

**SUBJECT:** Consideration of approving the Minutes of the August 27, 2018 Regular City Council Meeting.

**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

Respectfully submitted for Council consideration.

Prepared by: Cherry L. Lawson, C.M.C., City Clerk

Recommended by:

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

Tim Gleason  
City Manager

**Attachments:**

- August 27, 2018 Regular City Council Meeting Minutes

**SUMMARY MEETING MINUTES  
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL  
OF BLOOMINGTON, ILLINOIS MONDAY, AUGUST 27, 2018, 7:00 P.M.**

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, August 27, 2018.

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

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

Staff Present: Tim Gleason, City Manager; Steve Rasmussen, Assistant City Manager; Jeffrey Jurgens, Corporation Counsel; Cherry Lawson, City Clerk; Bob Yehl, Water Director; Bob Mahrt, Community Development Director; Scott Rathbun, Finance Director; Brian Mohr, Fire Chief; Melissa Hon, Assistant to the City Manager; Scott Sprouls, Information Services Director; Jay Tetzloff, Director of Parks, Recreation, and Cultural Arts; Kevin Kothe, City Engineer; Nicole Albertson, Human Resources Director; George Boyle, Assistant Corporation Counsel; and other City staff were also present.

**Recognition/Appointments**

- A. Proclamation declaring August 2018 as Community Health Care Clinic, “Free and Charitable Clinic Month.”
- B. Presentation of the City of Bloomington Police Department Police Officer's Commission Certificate to the following Officers who have completed probation:
  - (a) Hunter Clark
  - (b) Michael DeReu (Absent, will present at a future City Council Meeting)
  - (c) Anna Legner
  - (d) Brock Merritt
  - (e) Kenneth Nowatski
- C. Appointment of Meryl Brown to the Cultural Commission.
- D. Appointment of Garrett Thalgott to the Evergreen Cemetery Trustees.

**Public Comment**

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

None
------

**“Consent Agenda”**

*Items listed on the Consent Agenda are approved with one motion, and is provided in **BOLD**, and items that Council pull from the Consent Agenda for discussion are listed with a notation **Pulled from the Consent Agenda**.*

**Motion by Alderman Hauman and seconded by Alderman Schmidt that the Consent Agenda be approved.**

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

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

**Nays: None.**

**Motion carried.**

The following was presented:

Item 7A Consideration of approving the Minutes of the August 13, 2018 Regular and Special City Council Meetings and the July 16, 2018 Joint Special Session City Council Meeting. (*Recommend the reading of minutes be dispensed and approved as printed.*)

The following was presented:

Item 7B. Consideration of approving Bills, Payroll, and Procurement Card Purchases in the amount of \$5,500,936.75. (*Recommend the Bills, Payroll, and Procurement Card Purchases be allowed in the amount of \$5,500,936.75, and orders drawn on the Treasurer for the various amounts as funds are available.*)

The following was presented:

Item 7C. Consideration of Approving Appointment to Various Boards and Commissions. (*Recommend Meryl Brown be appointed to the Cultural Commission and that Garrett Thalgot be appointed to the Evergreen Cemetery Trustees.*)

The following was presented:

Item 7D. Consideration of the Purchase of two (2) pieces of equipment required for one (1) Six Yard Refuse Packer from Central Illinois Trucks and Rantoul Truck Center, using the Sourcewell contract, in the amount of \$128,321.93, and authorization to dispose of a 2012 International 4300 by public auction, as requested by the Parks, Recreation and Cultural Arts and Public Works Departments. (*Recommend (1) the purchase of two (2) pieces of equipment required for one (1) Six Yard Refuse Packer: one (1) 2019 Kenworth T270 truck chassis from Central Illinois Trucks, using the Sourcewell contract (Contract #081716-KTC, exp. 11/15/2020), in the amount of \$77,215, and one (1) New Way 6RL Diamondback Six Yard Packer body, with installation, from Rantoul Truck Center, using the Sourcewell contract (Contract #112014-NWY, exp.*

12/16/18), in the amount of \$51,106.93, for a total cost of \$128,321.93, be approved, the Procurement Manager be authorized to issue a purchase order; and (2) City staff be authorized to dispose of a 2012 International 4300 by public auction.)

The following was presented:

Item 7E. Consideration of the Purchase of one (1) mower from MTI Distributing of Springfield, IL using the State of Illinois Joint Purchase Contract, in the amount of \$53,431.55, as requested by the Parks Maintenance Division of the Parks, Recreation, and Cultural Arts Department. *(Recommend the Purchase of one (1) Toro Ground Master 4000 Mower from MTI Distributing of Springfield, IL using the State of Illinois Joint Purchase Contract # 4018513 (expires 03/21/2021) in the amount of \$53,431.55, and the Procurement Manager be authorized to issue a Purchase Order.)*

The following was presented:

Item 7F. Consideration of the Purchase of one (1) Belt Driven Vacuum Leaf Collector from Old Dominion Brush Co., Inc., using the Sourcewell Contract, in the amount of \$35,774.13, as requested by the Public Works Department. *(Recommend the purchase of one (1) ODB LTC600 Belt Driven Leaf Vacuum Leaf Collector from Old Dominion Co., Inc., using the Sourcewell Contract (Contract #041217-ODB, exp. 7/7/2021) in the amount of \$35,774.13 be approved, and the Procurement Manager be authorized to issue a Purchase Order.)*

The following was presented:

Item 7G. Consideration of rejecting all bids for the FY2019 Taylor Street Sanitary Sewer Improvements Project (Bid #2019-09) so the project can be rebid as part of the FY2019 Sewer Rehabilitation Project, as requested by the Public Works Department – Engineering Division. *(Recommend all bids for the FY2019 Taylor Sanitary Sewer Improvements Project (Bid #2019-09) be rejected so the project can be rebid as part of the FY2019 Sewer Rehabilitation Project.)*

The following was presented:

Item 7H. Consideration of rejecting all bids for the Government Center 3rd Floor Remodeling project (Bid 2019-01) due to all bids being well above the project budget, as requested by the Facilities Department. *(Recommend all bids for the Government Center 3rd Floor Remodeling project (Bid 2019-01) be rejected due to all bids being well above the project budget.)*

The following was presented:

Item 7I. Consideration of Contracts with Praxair, Inc., Kemira Water Solutions, Inc., and Carus Chemical Corporation for Supply and Delivery of various Water Treatment Chemicals (Bid No. 2019-11), as requested by the Water Department. *(Recommend the Contracts for the noted Water Treatment Chemicals at the indicated Unit Prices with Praxair, Inc. (from November 1, 2018 through October 31, 2021), Kemira Water Solutions, Inc., (from October 1, 2018 through September 30, 2021), and Carus Chemical Corporation (from October 1, 2018 through September 30, 2021) be approved, and the City Manager and*

*City Clerk be authorized to execute the necessary documents.)*

The following was presented:

Item 7J. Consideration of a Supportive Housing Program/Continuum of Care McLean County Core Services Grant Agreement (Project IL1603L5T121700), in the amount of \$33,792, as requested by the Community Development Department. *(Recommend the Supportive Housing Program/Continuum of Care McLean County Core Services Grant Agreement (Project IL1603L5T121700), in the amount of \$33,792, to the US Department of Housing and Urban Development (HUD) be approved, and the City Manager and City Clerk be authorized to execute the necessary documents.)*

The following was presented:

Item 7K. Consideration of a Resolution approving a variance to Chapter 38, Section 123 of the Bloomington City Code to allow a permit to be issued for the reconstruction of a driveway at 7 Brookstone Circle, as requested by the Public Works Department. *(Recommend the Resolution approving a variance to Chapter 38, Section 123 of the Bloomington City Code to allow a permit to be issued for the reconstruction of a driveway at 7 Brookstone Circle be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

#### RESOLUTION 2018 - 48

#### A RESOLUTION APPROVING A VARIANCE TO CHAPTER 38, SECTION 123 OF THE BLOOMINGTON CITY CODE TO ALLOW A PERMIT TO BE ISSUED FOR THE RECONSTRUCTION OF A DRIVEWAY AT 7 BROOKSTONE CIRCLE

The following was presented:

Item 7L. Consideration of a Resolution designating and authorizing the project to relocate the Traffic Signal Controller Cabinet located at the northeast corner of Locust Street and Colton Avenue as a Redevelopment Project in the Empire Street Corridor Redevelopment Project Area, at an estimated cost of \$20,000, as requested by the Public Works Department and the Community Development Department's Office of Economic Development. *(Recommend the Resolution designating and authorizing a Redevelopment Project in the Empire Street Corridor Redevelopment Project Area at an estimated cost of \$20,000 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

#### RESOLUTION 2018 - 49

#### A RESOLUTION OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS AUTHORIZING A REDEVELOPMENT PROJECT IN THE EMPIRE STREET CORRIDOR REDEVELOPMENT PROJECT AREA

*(Relocation of the traffic signal controller cabinet located at the northeast corner of the intersection of Locust Street and Colton Avenue)*

The following was presented:

Item 7M. Consideration of a Resolution Waiving the Formal Bidding Process to approve an Agreement with the University of Illinois Veterinary College for Miller Park Zoo for Veterinary Services in an amount up to \$51,000 annually through June 30, 2023, as requested by the Parks, Recreation, and Cultural Arts Department. *(Recommend the Resolution Waiving the Formal Bidding Process to approve an Agreement with the University of Illinois Veterinary College for Miller Park Zoo for Veterinary Services in an amount up to \$51,000 annually through June 30, 2023 be approved, the Mayor and City Clerk be authorized to execute the Resolution, and the City Manager and City Clerk be authorized to execute the Agreement.)*

#### RESOLUTION 2018 - 50

#### A RESOLUTION AUTHORIZING WAIVING THE TECHNICAL BIDDING REQUIREMENTS AND APPROVING THE AGREEMENT WITH THE UNIVERSITY OF ILLINOIS VETERINARY COLLEGE FOR MILLER PARK ZOO SERVICES

The following was presented:

Item 7N. Consideration of an Ordinance amending the Fiscal Year 2019 Budget in the amount of \$59,100 to complete the Fire Service Memorial at Miller Park, as requested by the Fire and Parks, Recreation and Cultural Arts Departments. *(Recommend the Ordinance amending the FY2019 Budget, in the amount of \$59,100, to complete the Fire Service Memorial at Miller Park be approved, and the Mayor and the City Clerk be authorized to execute the necessary documents.)*

#### ORDINANCE 2018 - 64

#### AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2019

The following was presented:

Item 7O. Consideration of:

- (a) an Ordinance amending the Fiscal Year 2019 Budget to reallocate \$30,000 from the Engineering General Fund to the Capital Improvement Fund, and
- (b) a Resolution authorizing a Change Order, in the amount of \$30,000, to the Fiscal Year 2019 Sidewalk Vertical Displacement Repair Program Contract awarded to Gildner, Inc. on April 23, 2018, as requested by the Public Works Department.

*Recommend approving:*

- (a) *the Ordinance amending the FY19 Budget to reallocate \$30,000 from the Engineering General Fund to the Capital Improvement Fund, and*
- (b) *the Resolution authorizing a Change Order, in the amount of \$30,000, to the FY19 Sidewalk Vertical Displacement Repair Program Contract awarded to Gildner, Inc. on*

*April 23, 2018, and*

*(c) the Mayor and City Clerk be authorized to execute the necessary documents.*

ORDINANCE 2018 – 65

AN ORDINANCE AMENDING THE BUDGET ORDINANCE  
FOR THE FISCAL YEAR ENDING APRIL 30, 2019

RESOLUTION 2018 - 51

A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF \$30,000 TO THE FY2019 SIDEWALK VERTICAL DISPLACEMENT REPAIR PROGRAM CONTRACT AWARDED TO GEORGE GILDNER, INC.

The following was presented:

Item 7P. Consideration of an Ordinance (1) providing for the Vacation of a Utility Easement lying within the Drury Inn Subdivision and (2) approving a Final Plat of Resubdivision of Lots 3 & 4 in the Drury Inn Subdivision so Aldi, Inc. can prepare for a future grocery store location on Maple Hill Road, as requested by the Public Works Department. *(Recommend the Ordinance (1) providing for the Vacation of a Utility Easement lying within the Drury Inn Subdivision and (2) approving the Final Plat of Resubdivision of Lots 3 a 4 in the Drury Inn Subdivision, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

ORDINANCE 2018 - 66

AN ORDINANCE PROVIDING FOR THE VACATION OF A UTILITY EASEMENT AND STORM SEWER EASEMENT LYING WITHIN DRURY INN SUBDIVISION, AND APPROVING THE FINAL PLAT OF RESUBDIVISION OF LOTS 3 & 4 IN DRURY INN SUBDIVISION

The following was presented:

Item 7Q. Consideration of an Ordinance amending Chapter 38 of the Bloomington City Code to increase the fines for interfering with Traffic Control Devices and further defining same, as requested by the Public Works and Police Departments. *(Recommend the Ordinance amending Chapter 38 of the Bloomington City Code to enact a not less than \$250 nor more than \$500 fine for interfering with Traffic Control Devices be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

ORDINANCE 2018 – 67

AN ORDINANCE AMENDING CHAPTER 38 OF THE CITY CODE TO ENACT A NOT LESS THAN \$250 NOR MORE THAN \$500 FINE FOR INTERFERING WITH TRAFFIC CONTROL DEVICES

The following was presented:

Item 7R. Consideration of a Petition for the Lake Bloomington Lease Transfer of Lot 20 in Peoria Point from Cathleen C. Haas to Lake Bloomington K-20, LLC, as requested by the Water Department. *(Recommend the Lake lease transfer be approved and the Mayor and City Clerk be authorized to execute the necessary documents within six (6) months of Lake lease transfer approval, subject to completion of the following contingencies:*

- 1) *the proposed lessee enter into a supplemental attachment to the lot lease incorporating the following as terms into the lease:*
  - (a) the new lease holder will apply for permits, including an electrical permit, for existing non-leased marginal land and reservoir improvements;*
  - (b) upon repair or replacement of the septic system the tank size will be brought up to Code;*
  - (c) upon repair or replacement of the septic system the alarm for the pump system will be removed from the garage and installed in the residence; and*
  - (d) if the septic system fails, the new lease holder is responsible for all costs associated with repair or replacement of the system;*
- 2) *any and all lease and refuse fees due to the City are paid in full; and*
- 3) *the City is provided with documentation of the sale of house located on the property.)*

The following was presented:

Item 7S. Consideration of an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge at Lake Bloomington on September 15, 2018, the request from Montgomery Pomeranke and Tiffany Haberbusch to allow moderate consumption of alcohol, as requested by the City Clerk's Office. *(Recommend the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge at Lake Bloomington on September 15, 2018 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

#### ORDINANCE 2018 – 68

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING RECEPTION ON SEPTEMBER 15, 2018 AT DAVIS LODGE AT LAKE BLOOMINGTON

The following was presented:

Item 7T. Consideration of the request by Keg Grove Brewery, located at 712 E. Empire Street,

Bloomington, to remove from its license the condition that only beer made on the premises can be served or sold, in order to allow for the sale and serving craft beers produced off of the licensed premises, as requested by the City Clerk's Office. (*Recommend the request by Keg Grove Brewery, located at 712 E. Empire Street, Bloomington, to remove a condition on its liquor license to allow for types of craft beer to be served and sold on the premises other than those made on the premises be approved.*)

## **“Regular Agenda”**

The following was presented:

Item 8A. Consideration of an Ordinance amending Chapter 6 of the Bloomington City Code to create a new Liquor License Classification allowing the retail sale of packaged beer and wine for consumption on or off the premises where sold and Amending Chapter 6 Section 7B to impose a fee for the new License Classification, as requested by the Legal Department. (*Recommend the Ordinance amending Chapter 6 of the Bloomington City Code creating a new Liquor License Classification allowing the retail sale of packaged beer and wine for consumption on or off the premises where sold and amending Chapter 6 Section 7B to impose a fee for the new License Classification be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.*) (*Presentation by Jeffrey Jurgens, Corporation Counsel, 5 minutes, City Council discussion, 5 minutes.*)

### ORDINANCE 2018 – 69

AN ORDINANCE AMENDING CHAPTER 6, SECTION 7A OF THE BLOOMINGTON CITY CODE TO ADD A LICENSE CLASSIFICATION FOR CONSUMPTION OF PACKAGED BEER AND WINE SOLD ON PREMISES AND SETTING A FEE FOR SAID LICENSE

**Motion by Alderman Schmidt and seconded by Alderman Bray that the Ordinance amending Chapter 6 of the Bloomington City Code creating a new Liquor License Classification allowing the retail sale of packaged beer and wine for consumption on or off the premises where sold and amending Chapter 6 Section 7B to impose a fee for the new License Classification be approved, and the Mayor and 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, Hauman, Sage, Black, Bray, and Schmidt.**

**Nays: None.**

**Motion carried.**

The following was presented:

Item 8B. Consideration of an Ordinance amending Chapter 2 Section 15 of the Bloomington City Code changing the start time of Regular City Council meetings from 7:00 p.m. to 6:00 p.m., changing the start time of the Committee of the Whole meetings from 5:30 p.m. to 6:00 p.m., and approving a change to

the Annual Schedule of Meetings, as requested by City Administration. *(Recommend the Ordinance amending the City Code Provisions on the Timing of City Council Meetings and a change to the Annual Schedule of Meetings be approved, and the Mayor and City Clerk authorized to execute the Ordinance.) (Presentation by Tim Gleason, City Manager, 5 minutes, City Council discussion, and 5 minutes.)*

ORDINANCE 2018 - 70

AN ORDINANCE AMENDING THE CITY CODE PROVISIONS ON THE  
TIMING OF CITY COUNCIL MEETINGS AND APPROVING A  
CHANGE TO THE ANNUAL SCHEDULE OF MEETINGS

**Motion by Alderman Hauman and seconded by Alderman Bray that the Ordinance amending the City Code Provisions on the Timing of City Council Meetings and a change to the Annual Schedule of Meetings be approved, and the Mayor and City Clerk authorized to execute the Ordinance.**

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

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

**Nays: None.**

**Motion carried.**

The following was presented:

Item 8C. Presentation, discussion, and direction regarding additional evaluation and implementation of several Proposed Insurance Programs for private residential water and Sewer Leak Protection, Water Service Line Protection, and Sewer Lateral Protection, as requested by the Water Public Works Departments. *(Recommend the City Council provide staff direction regarding additional evaluation and implementation of several proposed insurance programs for Private Residential Water and Sewer Leak Protection, Water Service Line Protection, and Sewer Lateral Protection.) (Presentation by Bob Yehl, Water Director, 20 minutes, City Council discussion, 20 minutes.)*

**Motion by Alderman Mathy and seconded by Alderman Hauman to extend the discussion for this item by 20 minutes.**

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

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

**Nays: None.**

**Motion carried.**

**The City Council directed staff to perform additional research regarding statistics and coverage information.**

**Adjournment**

**Motion by Alderman Schmidt seconded by Alderman Hauman adjourning the meeting. Meeting adjourned at 8:36 p.m.**

**Motion carried. (Viva Voce)**

CITY OF BLOOMINGTON

ATTEST

---

Tari Renner, Mayor

---

Cherry L. Lawson, City Clerk



**CONSENT AGENDA ITEM: 7B**

FOR COUNCIL: September 10, 2018

**SUBJECT:** Consideration of approving Bills, Payroll, and Electronic Transfers in the amount of \$6,238,653.98.

**RECOMMENDATION/MOTION:** The Bills, Payroll, and Electronic Transfers be allowed in the amount of \$6,238,653.98, 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.

**FINANCIAL IMPACT:** Total disbursements to be approved \$6,238,653.98 (Payroll total \$2,280,743.15, Accounts Payable total \$3,683,192.26, and Electronic Transfers total \$274,718.57).

Respectfully submitted for Council consideration.

Prepared By: Frances Watts, Accounts Payable

Reviewed By: Scott Rathbun, Finance Director

Recommended By:

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

Tim Gleason  
City Manager

**Attachment:**

- Bills, Payroll, and Electronic Transfers on file in the Clerk's office. Also available at [www.cityblm.org](http://www.cityblm.org).
- Summary Sheet Bills, Payroll, and Electronic Transfers

**CITY OF BLOOMINGTON FINANCE REPORT**

**Council of September 10, 2018**

**PAYROLL**

<b>Date</b>	<b>Gross Pay</b>	<b>Employer Contribution</b>	<b>Totals</b>
8/24/2018	\$ 236,683.78	\$ 79,851.90	\$ 316,535.68
8/30/2018	\$ 1,462,143.06	\$ 127,135.60	\$ 1,589,278.66
8/31/2018	\$ 233,657.05	\$ 79,795.45	\$ 313,452.50
8/27/2018-8/28/2018 Off Cycle Adjustments	\$ 60,251.58	\$ 1,224.73	\$ 61,476.31
<b>PAYROLL GRAND TOTAL</b>			<b>\$ 2,280,743.15</b>

**ACCOUNTS PAYABLE (WIRES)**

<b>Date</b>	<b>Bank</b>	<b>Total</b>
9/10/2018	AP General	\$ 3,551,082.86
	AP JM Scott	
9/10/2018	AP Comm Devel	\$ 33,516.50
9/10/2018	AP IHDA	\$ 2,100.00
9/10/2018	AP Library	\$ 36,988.75
	AP MFT	
8/26/2018-8/31/2018	Out of Cycle	\$ 59,504.15
7/1/2018-7/31/2018	AP Bank Transfers	\$ 274,718.57
<b>AP GRAND TOTAL</b>		<b>\$ 3,957,910.83</b>

**PCARDS**

<b>Date Range</b>	<b>Total</b>
<b>PCARD GRAND TOTAL</b>	
<b>TOTAL</b>	<b>\$ 6,238,653.98</b>

Respectfully,

**F. Scott Rathbun**  
Finance Director

 CITY OF  
*Bloomington* ILLINOIS  
CONSENT AGENDA ITEM NO. 7C

**FOR COUNCIL:** September 10, 2018

**SUBJECT:** Consideration of approving an appointment to the Cultural Commission.

**RECOMMENDATION/MOTION:** Mark Halx be appointed to the Cultural 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:

**Cultural Commission.** Mark Halx to the Cultural Commission. Mark will be fulfilling the term previously held by Niki Richards who resigned early 2018. Mark's term is effective immediately and will expire 4-30-19 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:



Tari Renner  
Mayor

**Attachments:**

- Roster

## Cultural Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Appointment Date	Email	Street	City	Zip	Ward	Home Phone	Work Phone	Cell Phone	Notes
x		Angelique	Racki	04/30/20	2016	03/27/17									
x	Chair	Kellie	Williams	04/30/19	2016	11/14/16									
x	Vice Chair	Scott	Koets	04/30/21	2016	04/23/18									
x		Jeff	Crabill	04/30/21	2018	06/25/18									
x	<b>Resigned</b>	<b>Nikita</b>	<b>Richards</b>	<b>04/30/19</b>	<b>2016</b>	<b>11/28/16</b>									
x		Ronald	Crick	04/30/19	2017	05/22/17									
x		Julia	Cozad-Callighan	04/30/21	2018	03/26/18									
x		Carole	Ringer	04/30/19	2010	03/28/16									
x		Meryl	Brown	04/30/20	2018	08/27/18									
x		Jesse	Smart	04/30/21	2016	4/23/2018									
x		Jamie	Mathy	04/30/20	2014	06/12/17									
	Staff	Bob	Mahrt				<a href="mailto:bmahrt@cityblm.org">bmahrt@cityblm.org</a>						434-2825		
	Staff	Tricia	Stiller				<a href="mailto:tstiller@cityblm.org">tstiller@cityblm.org</a>						434-2764		
	Staff												434-2785		

**Details:**

Term: 3 years

Term Limit per City Code: 3 terms/9 years

Members: 11 members (was 14 members but Ordinance 2018-42 reduced to 11 members, 6-11-18)

Number of members the Mayor appoints: 11

Type: Internal

City Code: Chapter 2, Section 81

Required by State Statute: No

Intergovernmental Agreements: None

Funding budgeted from COB for FY2014: None

Meetings: 2nd and 4th Thurs of each month at 7:30 am - Creativity Center Conference Room

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:** Halx to replace Richards



**CONSENT AGENDA ITEM NO. 7D**

FOR COUNCIL: September 10, 2018

**SPONSORING DEPARTMENT:** Fire Department

**SUBJECT:** Consideration of the Purchase of a Technical Support Service from Physio-Control, as a limited source, in the amount of \$53,978.40 (payable in four (4) annual installments of \$13,494.60), as requested by the Fire Department.

**RECOMMENDATION/MOTION:** The Purchase of the Technical Support Service from Physio-Control, as a limited source, in the amount of \$53,978.40 (payable in four (4) annual installments of \$13,494.60), be approved and the Procurement Manager authorized to issue a Purchase Order.

**STRATEGIC PLAN LINK:** Goal 2: Upgrade City Infrastructure and Facilities

**STRATEGIC PLAN SIGNIFICANCE:** Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service.

**BACKGROUND:** The Physio-Control Lifepak 15 cardiac monitors are highly technical, essential diagnostic and treatment pieces of equipment for our advanced life support personnel. It is critical that these machines receive annual maintenance by a certified, factory technician. If a cardiac monitor fails while connected to a patient, that information must be reported to the McLean County Area Emergency Medical Service System as well as the Illinois Department of Public Health.

This is a continuation of the technical service support agreement that the Bloomington Fire Department has held with Physio-Control since purchasing the first cardiac monitors in the early 2000s. The four (4) year agreement for \$53,978.40 provides annual inspection and maintenance checks as well as discounted accessories and electrodes.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** Funds have been allocated for the FY 2019 Installment in the FY 2019 Budget under Fire-Repair Maintenance Non-Office and Computer Equipment account (10015210-70540). Stakeholders can locate this in the FY 2019 Budget Book titled "Budget Overview & General Fund" on page 258.

**COMMUNITY DEVELOPMENT IMPACT:** N/A

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

Respectfully submitted for Council consideration.

Prepared By: Eric Vaughn, Deputy Chief of Administration

Reviewed By: Brian M. Mohr, Fire Chief

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

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason  
City Manager

**Attachments:**

- Technical Support Service Quote
- Limited Source Justification
- Sole Source Letter



**Physio Control, Inc.**  
**11811 Willows Road NE**  
**P.O. Box 97006**  
**Redmond, WA 98073-9706 U.S.A**  
**www.physio-control.com**  
**tel (800) 442.1142**  
**fax (800) 772.3340**

**Quote Number** 00134160  
**Create Date** 7/19/2018 10:42 AM  
**Quote Expiration Date** 10/18/2018  
**Quote Consultant** Dennis Ellard  
 888 627 9698 ext 78234  
 dennis.ellard@stryker.com  
 WEMM64

## Service Plan Quote

<b>Account:</b> 10793504	<b>Service Plan Detail</b>																		
CITY OF BLOOMINGTON FIRE HQ Attn: Eric Vaughn, Deputy Chief 310 N LEE ST BLOOMINGTON,IL 61701 3094342631 evaughn@cityblm.org	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;"></td> <td style="width: 50%;"><b>Type</b> Renewal</td> </tr> <tr> <td><b>Service Plan Start Date</b></td> <td>07/01/2018</td> </tr> <tr> <td><b>Service Plan End Date</b></td> <td>06/30/2022</td> </tr> <tr> <td><b>Reference Plan</b></td> <td></td> </tr> <tr> <td><b>Billing Frequency</b></td> <td>Annual</td> </tr> <tr> <td><b>Terms</b></td> <td>All quotes subject to credit approval and the following terms and conditions</td> </tr> <tr> <td><b>Net Terms</b></td> <td>NET 30</td> </tr> <tr> <td><b>Promotion</b></td> <td></td> </tr> <tr> <td><b>Coverage Details-Brochure</b></td> <td><a href="http://www.physio-control.com/ServicePlans/">www.physio-control.com/ServicePlans/</a></td> </tr> </table>		<b>Type</b> Renewal	<b>Service Plan Start Date</b>	07/01/2018	<b>Service Plan End Date</b>	06/30/2022	<b>Reference Plan</b>		<b>Billing Frequency</b>	Annual	<b>Terms</b>	All quotes subject to credit approval and the following terms and conditions	<b>Net Terms</b>	NET 30	<b>Promotion</b>		<b>Coverage Details-Brochure</b>	<a href="http://www.physio-control.com/ServicePlans/">www.physio-control.com/ServicePlans/</a>
	<b>Type</b> Renewal																		
<b>Service Plan Start Date</b>	07/01/2018																		
<b>Service Plan End Date</b>	06/30/2022																		
<b>Reference Plan</b>																			
<b>Billing Frequency</b>	Annual																		
<b>Terms</b>	All quotes subject to credit approval and the following terms and conditions																		
<b>Net Terms</b>	NET 30																		
<b>Promotion</b>																			
<b>Coverage Details-Brochure</b>	<a href="http://www.physio-control.com/ServicePlans/">www.physio-control.com/ServicePlans/</a>																		

**Notes**  
 Service plan customers receive 15% discount on Accessories and Disposables.  
 LP15s 40456363 40456365 40456371 40456374 40456385 40456394 39772181 39777448 39777449

Product	Start Date	End Date	Qty	Term List Price	Disc %	Annual Net Price Per Unit	Term Net Price Per Unit	Extended Term Net Price
LP15-OSCOMP-4-POS Renewal	07/01/2018	06/30/2022	9	7,056.00	15.00	1,499.40	5,997.60	53,978.40

\* Denotes Proration  
 Product Descriptions provided below signature line.

Subtotal	USD 53,978.40
Estimated Tax	USD 0.00
Estimated Shipping & Handling	USD 0.00
Grand Total	USD 53,978.40
<b>Pricing Summary Totals</b>	
List Price Total	USD 63,504.00
Total Discount	USD -9,525.60
Estimated Tax + S&H	USD 0.00

**Tax will be calculated at time of invoice and is based on the Ship To location where product will be shipped.**

**GRAND TOTAL FOR THIS QUOTE**  
 USD 53,978.40

Please provide a company issued Purchase Order that includes Billing and Shipping Address.

PO must reference payment terms of Net 30 days.

- OR -

**Required information if no Purchase Order is provided**

<b>Billing Address</b> <input type="checkbox"/> same as address on quote	<b>Shipping Address</b> <input type="checkbox"/> same as Billing Address
Account Name	Account Name
Address	Address
City	City
State	State
Zip Code	Zip Code
<b>Accounts Payable Contact Information</b>	
Accounts Payable Contact	Accounts Payable Phone Number
Accounts Payable Email	<b>Customer is Tax Exempt?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Authorized Customer Signature</b>	
Name	Signature
Title	Date

**Optional information:**

Special Ship to Address

Comments

For Multiple End Users, please attach a supporting document with End User name, physical location, product type and quantity  
To update any customer information, please complete form at [www.physio-control.com/account/](http://www.physio-control.com/account/)

Reference Number DE/10793504/162953/00134160

Product	Product Description
LP15-OSCOMP-4-POS Renewal	LIFEPAK 15 Service - 4 YEAR. On-site Comprehensive Coverage. Annual Payments. Includes: -Services performed at customer's location by a Physio-Control Technical Specialist -Parts and labor necessary to restore device to original specifications -Annual Preventive Maintenance and inspections including quality assurance documentation -Discounts on accessories, disposables, and upgrades -Updates to the latest software version -Preconfigured loaner device provided if needed -Battery Replacement Service

**Service Plan Summary**

List of covered equipment by location will be provided upon Customer's signature of this quote.

## **General Terms for all Products, Services and Subscriptions.**

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

**Pricing.** Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

**Payment.** Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

**Minimum Order Quantity.** Physio reserves the right to charge a service fee for any order less than \$200.00.

**Patent Indemnity.** Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

**Limitation of Interest.** Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

**Delays.** Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.

**Limited Warranty.** Physio warrants its products and services in accordance with the terms of the limited warranties located at <http://www.physio-control.com/Documents/>. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

**Compliance with Confidentiality Laws.** Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

**Compliance with Law.** The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

**Regulatory Requirement for Access to Information.** In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy

of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

**No Debarment.** Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

**Choice of Law.** The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

## **Additional Terms for Purchase and Sale of Service Plans.**

In addition to the General Terms above, the following terms apply to all Physio Service Plans.

**Service Plans.** Physio shall provide services according to the applicable Service Plan purchased by Buyer and described at <http://www.physio-control.com/ServicePrograms.aspx> for the length of the subscription purchased and for the devices specified as covered by the Service Plan ("Covered Equipment").

**Pricing.** If the number or configuration of Covered Equipment changes during the Service Plan subscription, pricing shall be pro-rated accordingly. For Preventative Maintenance, Inspection Only, Comprehensive, and Repair & Inspect Service Plans, Buyer is responsible to pay for preventative maintenance and inspections that have been performed since the last anniversary of the subscription start date and such services shall not be pro-rated.

**Device Inspection Before Acceptance.** All devices that are not covered under Physio's Limited Warranty or a current Service Plan must be inspected and repaired (if necessary) to meet specifications at then-current list prices prior to being covered under a Service Plan.

**Unavailability of Covered Equipment.** If Covered Equipment is not made available at a scheduled service visit, Buyer is responsible to reschedule with the Physio Service Technician, or ship-in the Equipment to a Physio service depot. Physio reserves the right to charge Buyer a surcharge for a return visit. Surcharges will be based on then-current Physio list price of desired services, less 10% for labor and 15% for parts, plus applicable travel costs. The return visit surcharge will be in addition to the subscription price of the Service Plan. To avoid the surcharge, Buyer may ship devices to a Physio service depot. Buyer shall be responsible for round-trip freight for ship-in service.

**Unscheduled or Uncovered Services.** If Buyer requests services to be performed on Covered Equipment which are not covered by a Service Plan, or are outside of designated Services frequency or hours, Physio-Control will charge Buyer for such services at 10% off Physio-Control's standard rates (including overtime, if appropriate) and applicable travel charges. Repair parts required for such repairs will be made available at 15% off the then-current list price.

**Loaners.** If Covered Equipment must be removed from service to complete repairs, Physio will provide Buyer with a loaner device, if one is available. Buyer assumes complete responsibility for the loaner and shall return the loaner to Physio in the same condition as received, normal wear and tear exempted, upon the earlier of the return of the removed Covered Equipment or Physio's request.

**Cancellation.** Buyer may cancel a Service Plan upon sixty (60) days' written notice to Physio. In the event of such cancellation, Buyer shall be responsible for the portion of the designated price which corresponds to the portion of the Service Plan subscription prior to the effective date of termination and the list-price cost of any preventative maintenance, inspections, or repairs rendered after the last anniversary date of the subscription start date.

**No Solicitation.** During the Service Plan subscription and for one (1) year following its expiration Buyer agrees to not to actively and intentionally solicit anyone who is employed by Physio to provide services such as those described in the Service Plan.

## LIMITED SOURCE JUSTIFICATION

(Requester completes Section A and B)

### SECTION A - LIMITED SOURCE PURCHASE:

Complete if a purchase is \$3,000 or over and due to reasons of previous capital investment, improved public service, long-term operational need, security, patents, copyrights, critical need for responsiveness, proximity, Federal, State or other regulations, necessary replacement parts and/or compatibility, warranty, this procurement justifies a limited source exemption.

Vendor: Physio-Control

Amount: \$53,978.40

Date: 08/21/2018

Description of item/service: Technical service support agreement for the nine (9) Physio-Control Lifepak 15 cardiac monitors utilized by the Bloomington Fire Department.

Vendor # 386

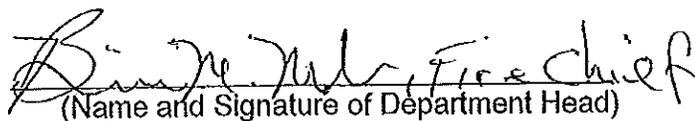
#### Justification:

The Physio-Control Lifepak 15 cardiac monitors are highly technical essential diagnostic and treatment pieces of equipment for our advanced life support personnel. It is critical that these machines receive annual maintenance by a certified, factory technician.

If a cardiac monitor fails while connected to a patient that information must be reported to the McLean County Area Emergency Medical Service System as well as the Illinois Department of Public Health.

This technical service support agreement provides annual inspection, maintenance, as well as discounted accessories and electrodes.

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

  
(Name and Signature of Department Head)

8/21/18  
Date

### SECTION C - TO BE COMPLETED BY PROCUREMENT OFFICE:

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

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

Do not concur for the following reason(s):



8/28/18

Name and Signature of Purchasing Agent or Designee

Date

**ADDRESS**11811 Willows Road NE  
Redmond, WA 98052**PHONE****GENERAL**  
425 867 4000**TOLL-FREE**  
800 442 1142[www.physio-control.com](http://www.physio-control.com)

Dear Customer,

Physio-Control, Inc. is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets for the following products:

- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® Chest Compression Systems
- TrueCPR™ Coaching Devices

Physio-Control, Inc. is the sole-source provider in all markets for the following products & services:

- RELI<sup>SM</sup> (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® System and related software
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs
- HealthEMS® Software
- HomeSolutions.NET® Software
- ACLS (non-clinical) LIFEPAK® defibrillator/monitors

Physio-Control is also the sole source distributor of the following products for EMS customers in the U.S. and Canadian markets:

- McGRATH® MAC EMS Video Laryngoscope
- McGRATH® MAC Disposable Laryngoscope Blades
- McGRATH® X Blade™

Physio-Control does not authorize any resellers to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products. If you have questions, please feel free to contact your local Physio-Control sales representative at 800.442.1142.

Best regards,

PHYSIO-CONTROL, INC.



Allan Criss  
Vice-President, Americas Sales



## CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: September 10, 2018

**SPONSORING DEPARTMENT:** Water Department

**SUBJECT:** Consideration of a Resolution approving Change Order 1 to the Construction Contract for the St. Peter Aquifer Test Wells 1 and 2 Project (Bid #2017-33) with Layne Christensen Company for additional Test Well 2 development and re-testing Test Well 1, as requested by the Water Department.

**RECOMMENDATION/MOTION:** The Resolution approving Change Order 1 to the Construction Contract for the St. Peter Aquifer Test Wells 1 and 2 Project (Bid #2017-33) with Layne Christensen Company for additional Test Well 2 Development and Re-testing Test Well 1, in the amount of \$93,957.00, at the unit prices listed in the Change Order, and authorize the Mayor and City Clerk to execute the Resolution, the City Manager to execute the Change Order, and the Procurement Manager be authorized to issue a Purchase Order for the same.

**STRATEGIC PLAN LINK:** Goal 2 – Upgrade City Infrastructure and Facilities; Goal 5 – Great Place – Livable, Sustainable City

**STRATEGIC PLAN SIGNIFICANCE:** Objective 2.B – Quality water for the long term; and Objective 5.A – Well-planned City with necessary services and infrastructure

**BACKGROUND:** The St. Peter Aquifer Test Wells 1 and 2 Project was Bid (Bid #2017-33) on March 2, 2017, and awarded to Layne Christensen Company at the March 27, 2017 Council Meeting as Regular Agenda item no 9C at a cost of \$1,848,772.00.

The St. Peter Aquifer Test Wells 1 and 2 Project started construction in August, 2017. Both test wells were drilled and received air lift and surging development to clean and maximize capacity. Test Well 1 tested at 653 gallons per minutes (gpm) (0.94 MGD) beginning on November 6, 2017. Test Well 2 tested at 300 gpm (0.43 MGD) beginning on March 7, 2018. The drawdown response in Test Well 1 during the Test Well 2 test indicated that the local section of the aquifer has good general permeability, but the Specific Capacity of Test Well 1 was 2.0 and the Specific Capacity of Test Well 2 was 0.97. The cause of the lower water production from Test Well 2 may be due to less localized fractures directly around Test Well 2 and / or a ‘skin’ of particles on the surface of the borehole. The wells were then televised and it was determined that there are no obvious visual difference in the amount or size of fractures in the boreholes.

Based on the above testing, the Illinois State Water Survey (ISWS) and Baxter and Woodman, Inc., the design consultant for the project, recommend using acidization for dissolution of limestone to open up and expand fractures adjacent to the Test Well 2 borehole; and to clean any remnants of particles placed by the drilling process that may be blocking sandstone pores.

Acidization is commonly used in well development of similar aquifers in Iowa and Illinois. Other methods of well development such as shooting explosives in the well were considered, but would create too much potential for sand production in the well.

The contractor, Layne Christensen Company, was asked to provide a proposal to acidize Test Well 2. The scoped proposal calls for pushing acid into the formation to expand and clean the fractures by using 8,000 gallons of acid, which is about 1.5 times the borehole volume. After the acid is given time to react, the well will then have a new pump test run to determine flow rates. The scoped proposal cost of this additional acidization work is \$128,879.00.

Blockage was found during the televising of Test Well 1 at 1785 feet depth. An unstable section of shale in-between the sandstone and limestone layers that the well is drilled through has collapsed. A piece that fell off the well test pump was visible on top of the blockage in the video, which indicates that the blockage may have occurred during or before the test pumping. The Contractor attempted to remove the blockage with a sand bailer, but large pieces of shale bound the bailer and broke a part off. Multiple attempts were made to remove the broken piece, but it was not retrievable. A flow re-test needs to occur, because the exact timing of the blockage is unknown and the City needs to determine the capacity of Test Well 1. Staff, through consultation with the project consultant, determined that this blockage is outside the total control and contractual responsibility of Layne. Therefore, the City has negotiated with Layne to split the costs of re-testing (\$76,286) the capacity of Test Well 1, with the City portion being capped at \$38,143. The City is also working with the ISWS to take advantage of the opportunity to use a flow-meter in Test Well 1 to determine which specific portion of the aquifer the flow is coming from. This will impact design of any future wells into this aquifer for the City. The testing will also determine if the flow is mainly from the sandstone or limestone portions of the aquifer and thus, make the final field decision on whether to proceed with the acidization.

The well construction has not used the entirety of the bid quantities, resulting in a savings of \$73,065.00 in the original Contract. Thus, the net cost for Change Order 1 is \$93,957.00 ( $\$38,143 + \$128,879 - \$73,065 = \$93,957$ ), which is a 5.1% increase of the original contract amount. This is a small relative increase in project cost, which could potentially double Test Well 2 capacity and impact future well design.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** A Public Meeting was held January 18, 2017 at Davis Lodge. The Water Department also met with Hudson Township Water Authority to discuss the project. This work was advertised in The Pantagraph on February 10, 2017 and a pre-bid meeting was held at 10:00 a.m. on February 17, 2017 at the Water Treatment Plant. Residents that requested private well analysis had their wells checked by the Illinois State Water Survey before drilling began. Some also requested follow up observation during the Test Well testing to verify that there was no connection between the shallow residential wells and the deep aquifer the Test Wells are bored into.

**FINANCIAL IMPACT:** If approved, a transfer of budgeted funds in the amount of \$93,957 would occur from the Water Purification-Architectural & Engineering Services for Capital account (50100130-70051) to the Water Purification- Water Plant Construction account (50100130-72590). The intent is to use the funds from the FY 2019 budgeted "Water Treatment

Plant Modifications - Groundwater - Design" project. The groundwater design cannot occur until full development of the wells has been completed. Therefore, design will be re-budgeted in FY 2020 by the Water Department. This project is included in the FY 2019 Budget in the amount of \$150,000 under the Water Purification-Architectural & Engineering Services for Capital account (50100130-70051). Stakeholders can locate this in the FY 2019 Budget Book titled "Other Funds & Capital Improvement" on pages 103, 127, 244, 281, 299 and 300

**COMMUNITY DEVELOPMENT IMPACT:**

UEW-1 Provide quality public infrastructure within the City to protect public health, safety and the environment.

**Link to Comprehensive Plan/Downtown Plan Goals:** UEW-1.5 Reliable water supply and distribution system that meets the needs of the current and future residents.

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** Will depend on the amount of water produced from the wells.

Respectfully submitted for Council consideration.

Prepared By: Scott R. Hobart, P.E., Project Manager  
Reviewed By: Robert D. Yehl, P.E., Water Director  
Finance & Budgetary Review By: Chris Tomerlin, Budget Analyst  
Scott Rathbun, Finance Director  
Water/Community Dev. Review By: Bob Mahrt, Community Development Director  
Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason  
City Manager

**Attachments:**

- Resolution
- Change Order 1
- Attachment – Item 9C from March 27, 2017 - Contract & Original Council Memo
- Location Drawings

**RESOLUTION NO. 2018 – \_\_\_\_\_**

**A RESOLUTION APPROVING CHANGE ORDER 1 TO THE  
CONSTRUCTION CONTRACT FOR THE ST. PETER AQUIFER  
TEST WELLS 1 AND 2 PROJECT WITH  
LAYNE CHRISTENSEN COMPANY**

WHEREAS, the City has found that Layne Christensen Company is a reliable contractor for providing well development and construction and is recognized as a well-drilling industry leader in this region; and

WHEREAS, the City has a current contract for the project with Layne Christensen Company and Test Well 2 is producing less than half of the quantity of water as Test Well 1; and

WHEREAS, the City has received expert opinions from the Illinois State Water Survey and Baxter and Woodman, Inc. that the acidization of Test Well 2 should increase the well capacity; and

WHEREAS, the City needs to determine the final capacity of Test Well 1 and the specific locations within the aquifer that the water is being produced from; and

WHEREAS, the City did not receive any other bids on Bid #2017-33 for the test well construction project and Change Order 1 amounts to only a 5.1% increase of the original contract amount; and

WHEREAS, the change order is in the best interests of the City and is germane to the original contract.

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

That the recitals set forth above are incorporated herein, Change Order 1 is approved, and the City Manager is authorized to execute any necessary documents to effectuate the approval.

PASSED this 24<sup>th</sup> day of September 2018.

APPROVED this \_\_\_ day of September 2018.

**CITY OF BLOOMINGTON:**

**ATTEST:**

\_\_\_\_\_  
Tari Renner, Mayor

\_\_\_\_\_  
Cherry L. Lawson, C.M.C., City Clerk

CHANGE ORDER NO. 1

PROJECT: St. Peter Aquifer – Test Wells 1 and 2 DATE OF ISSUANCE: August 3, 2018
OWNER: City of Bloomington ENGINEER: Baxter & Woodman, Inc.
CONTRACTOR: Layne Christensen Company ENGINEER's Project No. 160513.40

You are directed to make the following changes in the Contract Documents:

Description: Additional cost for re-testing Well No. 1 of \$38,143, plus additional costs for acidizing Well No. 2 and re-testing of \$128,879, less credit for unused items of work from original contract of \$73,065, for a net increase of \$93,957 (\$38,143 + \$128,879 - \$73,065 = \$93,957). Change Order includes 365 additional calendar days for completion of work.

Purpose of Change Order: Change in contract price and contract time

Attachments: June 7, 2018 Scope Change Request for Additional Well Development from Layne Christensen.

CHANGE IN CONTRACT PRICE:

Original Contract Price: \$1,848,772.00

Previous Change Orders: \$0
No. 0 to No. 1

Current Contract Price: \$1,848,772.00

Net increase of this Change Order: \$93,957.00

Contract Price with this Change Order: \$1,942,729.00

CHANGE IN CONTRACT TIME:

Original Contract Time:
Substantial Completion: December 11, 2017
Completion: December 11, 2017

Change from previous Change Orders: -0-

Current Contract Time:
Substantial Completion: December 11, 2017
Completion: December 11, 2017

Net increase of this Change Order: 365 days

Contract Time with this Change Order:
Substantial Completion: December 11, 2018
Completion: December 11, 2018

NOTE: USE ANYTIME THE CHANGE ORDER EXCEEDS \$10,000 ± OR 30 DAYS EXTENSION.

Pursuant to 720 ILCS 5/33E-9, (1) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, (2) the change is germane to the original contract as signed, and (3) the change order is in the best interest of the City of Bloomington, Illinois.

PREPARED BY:

BAXTER & WOODMAN, INC.

By Raymond N. Koenig
Construction Project Manager

APPROVED:

CITY OF BLOOMINGTON

By Timothy Gleason
City Manager

ACCEPTED:

LAYNE CHRISTENSEN COMPANY

By Thomas P. Healy, P.E.
General Manager

RECOMMENDED BY:

By Eric J. Murauskas (by PDK)
Eric J. Murauskas, P.E.
Project Manager



WATER · MINERAL · ENERGY

June 7, 2018

Baxter & Woodman  
Attn: Eric Murauskas, P.E.  
8678 Ridgefield Road  
Crystal Lake, IL 60012

RE: **Bloomington, IL – Test Wells 1 & 2**  
**Scope change request – Additional Well Development**

Dear Mr. Murauskas:

During the well development pumping of Well No. 2, the flow rates were observed to be significantly less than pumping in Well No.1 during testing. Well No.1 was tested at 653 gallons per minute (gpm) as compared to only 300 gpm at Well No. 2. A meeting on March 14, 2018 between Bloomington, Baxter & Woodman and Layne, discussed potential options for additional well development at Well No. 2. While shooting was discussed, the potential of creating a sand pumping well warranted no further interest in that option unless as a only resource. The discussion, after televising both wells has now been agreed upon for acidization of Well No. 2 in an attempt to open fractures within the limestone/dolomites of the open borehole for greater production such as Well No. 1.

I have outlined the proposed additional well development costs below as discussed in our March 14<sup>th</sup> meeting. Where applicable, I have used approved contract line items from this project and where not already specified, I have added in the materials costs and labor rates as published in our current service rates (also attached for your review).

Bloomington Test Wells 1 & 2

Bloomington Test Wells – Additional Scope Items					
	Item	Qty	Unit	Unit Cost	Extension
1	Mobilization and Acidization of Well No. 2				
	Serviceman and Helper (loading)	16	Hrs	\$317.00	\$5,072.00
	Large Rig and Operator	8	Hrs	\$294.00	\$2,352.00
	Semi-Truck and Driver	8	Hrs	\$218.00	\$1,744.00
	Serviceman and Truck	8	Hrs	\$218.00	\$1,744.00
	Large Rig and 3 Man Crew	40	Hrs	\$604.00	\$24,160.00
	20-degree Baume Hydrochloric Acid	8,000	Gal	\$2.50	\$20,000.00
	Fuel Surcharge (delivery)	2	EA	\$200.00	\$400.00
	Chemical Treatment Unit (CTU)	1	LS	\$1,475.00	\$1,475.00
	Baker Tank Rental	2	WK	\$1,500.00	\$3,000.00
2	Acid Pump Off/Testing				
	Furnish & Install/Remove Test Pump	1	EA	\$45,300.00	\$45,300.00
	Acid Pump Off/Additional Testing	80	Hrs	\$159.00	\$12,727.00
3	Demobilization of Acidization Equipment				
	Large Rig and Operator	8	Hrs	\$294.00	\$2,352.00
	Semi-Truck and Driver	8	Hrs	\$218.00	\$1,744.00
	Serviceman and Truck	8	Hrs	\$218.00	\$1,744.00
	Serviceman and Helper (unloading)	16	Hrs	\$317.00	\$5,072.00
<b>TOTAL =</b>					<b>\$128,879.00</b>

At the completion of the original contract, the expected costs are estimated at \$1,779,058. This would result in a contract underspending of \$69,714.00 available for application towards the proposed scope of additional work as presented above.

Scope

Layne intends to mobilize a large pump rig and equipment to the site to complete the additional development scope as follows. Three-inch tubing with a surge disk will be installed the lower portions of the open borehole for acid injection. Following each zone of injection, the string will be surged to agitate the acid and assist in pushing the acid into the formation. As a final step, water will be injected to further “push” acid into the formation.

Following injection, Layne will remove the injection tubing and install a large test pump capable of pumping up to 1,000 gpm like was used in Well No.1. This will allow us to pump off any unspent acid (if needed), and will allow us to then retest the well at the flow rates desired for testing. Layne has included up to 80 hours of pumping in our scope of work. Following any testing, pulling of the test pump and demobilization will occur.



## Schedule

Layne can begin scheduling this additional scope of work upon approval by the City. It would be estimated to complete the acidization within a week of set up and pump installation, testing and removal within 3-4 weeks following acidization.

Layne offers a number of different well rehabilitation methods to meet our client's needs. Layne's operators are experienced in using these technologies and are trained to minimize unintended results that can potentially occur. The potential, while rare, exists for damage to a well when it is being rehabilitated. Layne does not guarantee that the owner's well is capable of withstanding stresses created during the well rehabilitation process. Layne will accept no liability, consequential damages, risk, or responsibility for damage to the owner's well and appurtenances resulting from the rehabilitation process. All liability and risk associated with such work are assumed by the owner.

Furthermore, well rehabilitation results can vary from no improvement to significant increases in production. Layne may use a variety of methods to design and develop a tailored well rehabilitation program. We have a vast array of rehabilitation techniques which we can deploy based on what we foresee as the particular need for a specific well. Layne also has over 100 years of experience performing such work. However, this does not always mean that the rehabilitation will be successful. Thus, Layne cannot guarantee any specific results from a well rehabilitation.

Layne appreciates the opportunity to provide services for the City of Bloomington and look forward to continuing work on this project. Please don't hesitate to contact us if you have any questions in regards to our proposal or if we can provide any further information.

Sincerely yours,



Brian M. Snelten, P.G.  
Project Manager  
Layne Christensen Company

## Attachments:

Attachment 1 – Layne Work Order



WORK ORDER



WATER • MINERAL • ENERGY

**Layne Christensen Company**

721 W. Illinois Avenue, Aurora, IL 60506; Phone (630) 897-6941  
 229 W. Indiana Ave., P.O. Box 489, Beecher, IL 60401; Phone (708) 946-2244

Purchaser: City of Bloomington

Job Location: Test Wells 1 & 2

**SERVICE RATES - EFFECTIVE OCTOBER 1, 2017**

	Straight Time		Overtime	Doubletime
	<u>Per Hr.</u>	<u>8 Hr. Day</u>	<u>Per Hr.</u>	<u>Per Hr.</u>
Serviceman w/hand tools	189.00	1512.00	283.50	378.00
Serviceman w/service truck and hand tools, or welder	218.00	1744.00	312.50	407.00
Helper	155.00	1240.00	232.50	310.00
Serviceman and 1 Helper	344.00	2752.00	516.00	688.00
 <u>Small Rig or Winch Truck (\$48.00)</u>				
1 Man Crew	237.00	1896.00	331.50	426.00
2 Man Crew	392.00	3136.00	564.00	736.00
3 Man Crew	547.00	4376.00	796.50	1046.00
 <u>Middle Rig, Large Hoist or Flatbed Crane (\$64.00)</u>				
1 Man Crew	253.00	2024.00	347.50	442.00
2 Man Crew	408.00	3264.00	580.00	752.00
3 Man Crew	563.00	4504.00	812.50	1062.00
 <u>Big Rig, Large Hoist and Poles, or Large Crane (\$105.00)</u>				
1 Man Crew	294.00	2352.00	388.50	483.00
2 Man Crew	449.00	3592.00	621.00	793.00
3 Man Crew	604.00	4832.00	853.50	1103.00
4 Man Crew	759.00	6072.00	1086.00	1413.00
Power Tong Usage, per 8 hour shift		460.00		
 <u>Machine Shop/Yard Labor and Equipment</u>				
Machinist and Equipment	182.00	1456.00	264.50	347.00
12" Threading Machine and Operator	208.00	1664.00	290.50	373.00
Serviceman w/hand tools	165.00	1320.00	247.50	330.00
Helper	152.00	1216.00	228.00	304.00
Sandblast Equipment and 2 man crew	365.00	2920.00	523.50	682.00

Mileage: Auto: \$0.55      Pickup: \$0.70      1-Ton:\$1.00      2-1/2 Ton Flatbed: \$2.10      Semi-Tractor: \$2.75

Subsistence-Per Man

Over 55 miles radius from home office.....\$60.00 + Hotel

The undersigned Purchaser hereby instructs Layne Christensen Company (Contractor), to proceed with the work described with the understanding that the Terms and Conditions shown on the reverse are hereby incorporated as part of this Quotation and with the specific understanding that Contractor will not be held liable for any damage in any way whatsoever for failure to complete the described work, nor for any injury or damage resulting from Contractor's efforts to perform such work, or for delay on Contractor's part in completing same. All work described herein will be provided as quoted above or on a cost plus basis at the hourly rates provided. All quotes indicated, if any, are estimates based on the best information available prior to beginning work. Purchaser's pumps, motors, parts and/or accessories may be stored by the Contractor for sixty (60) days from the date of invoice or other written notice from Contractor. After said sixty (60) days, disposal of such equipment may be made by the Contractor without incurring any liability. All hours worked before or after Contractor's normal work day hours and all hours worked on Saturdays, will be billed at time and one-half rates. All work on Sundays and/or any federally recognized holiday will be billed at double time rates.

REMARKS:

See change order requested dated 06/07/18

Work Authorized on Behalf of Purchaser By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

From: Brian Snelten <Brian.Snelten@Layne.com>  
Date: 7/20/18 12:25 PM (GMT-06:00)  
To: "Eric J. Murauskas" <emurauskas@baxterwoodman.com>  
Subject: Bloomington Budget Status

Hi Eric,

I've reviewed everything and here is what I see currently. All numbers I'm providing for budget include the retainage.

To date (7/20/18) we have invoiced \$1,740,077 of the contract amount of \$1,848,772. I have yet to invoice the remaining 5% of the demobilization (per the city request until fencing is removed), the 24 hrs of bailing and the 16 hrs of airlift development from well 1 that was never billed. That anticipated invoice to end the project would be \$35,630 taking the anticipated total billed to be \$1,775,706.70. So should the project end after this last remaining invoice of work completed, we would have a project remainder of \$73,065.30.

To follow up on our discussion of the planned options and costs:

Option 1 - Only test pump well #1

I've listed the capped rates (1/2 of contract) per our discussion and my email dated 7/18/18. I forgot to add the test pumping in that email, but will honor my mistake and not include any hourly costs to test pump, providing we keep it to an 8-hr test. If we want additional hours, then I will bill per the \$159/hr. As discussed in that email, the costs below are worst cast and "capped", but Layne will work on an hourly basis for labor (split with City) and I will work with our generator supplier to help lower any costs we can if a shorter rental.

Install/Remove	\$22,650	(1/2 of \$45,300)
Load/Transport	\$11,325	(1/2 of \$22,650)
Gen Rental	\$4,168	(1/2 of \$8,335)
Total		\$38,143

Option 2 - per proposal submitted on 6/7/18 for \$128,879

Please let me know if you need any further breakdowns or have any other questions.

Brian M. Snelten, P.G.

Project Manager, Water Resources

721 W. Illinois Ave

Aurora, IL 60506

Direct: 630-897-6941 | Cell: 630-809-2707

Email:

brian.snelten@layne.com<<mailto:brian.snelten@layne.com>>

[www.graniteconstruction.com](http://www.graniteconstruction.com)<<http://www.graniteconstruction.com/>>



**REGULAR AGENDA ITEM NO. 9C**

FOR COUNCIL: March 27, 2017

**SUBJECT:** Consideration of awarding a Construction Contract with Layne Christensen Company for the St. Peter Aquifer Test Wells 1 and 2 Project.

**RECOMMENDATION/MOTION:** That the minor variance to the bid submittal be waived, based on the staff recommendation below, and the contract for the St. Peter Aquifer Test Wells 1 and 2 Project (Bid #2017-33), to Layne Christensen Company for the St. Peter Aquifer Test Wells 1 and 2 Project in the amount of \$1,848,772.00, at the unit prices listed, and in conformance and meeting all requirements of the original Contract documents, and authorize the City Manager and City Clerk to execute the necessary documents.

**STRATEGIC PLAN LINK:** Goal 2. Upgrade City Infrastructure and Facilities.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 2b “Quality water for the long term”

**BACKGROUND:** The St. Peter Aquifer Test Wells 1 and 2 Project was Bid (Bid #2017-33) on March 2, 2017. Only one (1) Contractor submitted a bid. Several other potential Bidders were at the pre-bid meeting. These Contractors were contacted to ascertain their reasons for not submitting a bid. It was determined that there are very few well drilling Contractors that have a sufficiently large drilling rig to be able to complete a well of the proposed depth in the Mid-West region. It was also found that City Ordinance 2016-24 requirements for participation in the United States Department of Labor’s apprenticeship and training program further limited the other potential Bidders from submitting on the project.

The bid submittal by Layne Christensen did contain what City staff considered to be a minor variance in this limited situation since there was only one bidder and requests the City to waive the technicality. Specifically, the bid bond was left out of the submittal package. However, Layne Christensen emailed a scan to City staff that day and mailed the original Bid Bond to the City after the bid opening, which showed that the bond was encumbered prior (3/3/17) to the bid, but inadvertently left out of the submittal package.

Since Layne Christensen had encumbered the bid bond prior to the bid submittal and was the only bidder, it cannot be said that the bidder was put in a position of advantage over other bidders in this specific and limited situation or otherwise undermined the necessary common standards of competition. Accordingly, the variation in the submission by this bidder, as the sole bidder, was minor and can be waived by the City.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** A Public Meeting was held January 18, 2017 at Davis Lodge. The Water Department also met with Hudson Township Water Authority to discuss the project. This work was advertised in The Pantagraph on February 10,

2017 and a pre-bid meeting was held at 10:00 a.m. on February 17, 2017 at the Water Treatment Plant.

**FINANCIAL IMPACT:** Funds in the amount of \$2,000,000 are included in the FY 2017 Budget under Water Purification - Water Plant Construction account (50100130-72590). Stakeholders can locate this in the FY 2017 Budget Book titled “Other Funds & Capital Improvement Program” on pages 125, 274, 347, and 361-362.

**COMMUNITY DEVELOPMENT IMPACT:** Maintaining safe, reliable water supply.

Link to Comprehensive Plan/Downtown Plan Goals: UEW-1.5 Reliable water supply and distribution system that meets the needs of the current and future residents.

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** Will depend on the amount of water produced from the wells.

**NUMBER OF REQUIRED VOTES TO APPROVE ITEM:** 5

Respectfully submitted for Council consideration.

Prepared by: Scott R. Hobart, P.E., Project Manager

Reviewed by: Robert D. Yehl, P.E., Water Director  
Steve Rasmussen, Assistant City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Contract with Layne Christensen Company for the St. Peter Aquifer Test Wells 1 and 2 Project
- Layne Christensen Company, Bid #2017-33, St. Peter Aquifer Test Wells 1 and 2 Project
- Addendum #1, including Plan Holders list for Bid #2017-33
- Bid Tabulation for Bid #2017-33

**CITY OF BLOOMINGTON  
CONTRACT WITH  
Layne Christensen Company  
FOR**

St. Peter Aquifer - Test Wells 1 and 2 Project

**THIS AGREEMENT**, dated this 27 day of March, 2017, is between the City of Bloomington (hereinafter "CITY") and Layne Christensen Company (hereinafter "CONTRACTOR").

**NOW THEREFORE**, the parties agree as follows:

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

**Section 2. Incorporation of Bid/RFP/RFO & Proposal Terms / Prevailing Wage.** This work was subject to the following procurement initiative by the CITY:  
Bid #2017-33 St. Peter Aquifer - Test Wells 1 and 2 Project (hereinafter "Request")

Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as "Procurement Documents" and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply. This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

**Section 3. Description of Services.** CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: \_\_\_\_\_

**Section 4. Payment.** For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR one of the following:

- A flat fee of \$ \_\_\_\_\_ as set forth in the Procurement Documents.
- Fees as set forth in the Procurement Documents.

**Section 5. Default and Termination.** Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney's fees and court costs.

**Section 6. Representations of Vendor.** CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

**Section 7. Assignment.** Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

**Section 8. Compliance with Laws.** CONTRACTOR agrees that any and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

**Section 9. Compliance with FOIA Requirements.** CONTRACTOR further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR shall be responsible for any damages/penalties assessed to CITY for CONTRACTOR'S failure to furnish all documentation in CONTRACTOR'S possession responsive and related to a request within five (5) days after CITY issues a notice of a request.

**Section 10. Governing Law.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

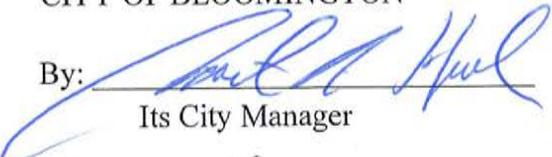
**Section 11. Joint Drafting.** The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

**Section 12. Attorney Fees.** In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

**Section 13. Paragraph Headings.** The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

**Section 14. Counterparts.** This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

By:   
Its City Manager

ATTEST:

By:   
City Clerk

Layne Christensen Company

By:   
Its GENERAL MANAGER

By:   
Its BUSINESS DEVELOPMENT MANAGER

00 61 13.13

**PERFORMANCE BOND FORM**

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR:**

Layne Christensen Company  
721 West Illinois Avenue  
Aurora, IL 60506-2892

**SURETY:**

Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, CT 06183  
(860) 277-0111

**OWNER:**

City of Bloomington  
City Hall  
109 East Olive Street  
Bloomington, IL 61701

Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116  
(617) 357-9500

**CONSTRUCTION CONTRACT:**

Date: March 27, 2017

Amount: One Million Eight Hundred Forty Eight Thousand Seven Hundred Seventy Two and No/100 (\$1,848,772.00)

Description: Bid #2017-33 St. Peter Aquifer - Test Wells 1 and 2 Project

**BOND:**

Date: March 31, 2017

Amount: One Million Eight Hundred Forty Eight Thousand Seven Hundred Seventy Two and No/100 (\$1,848,772.00)

**CONTRACTOR AS PRINCIPAL:**

Company: \_\_\_\_\_ (Corp. Seal)  
Layne Christensen Company

**SURETY**

Company \_\_\_\_\_ (Corp. Seal)  
Travelers Casualty and Surety Company of America  
Liberty Mutual Insurance Company

Signature:   
**GENERAL MANAGER**

Signature:   
Rebecca S. Leal, Attorney-in-Fact

**PERFORMANCE BOND FORM**

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
  - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default: and
  - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1: and
  - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract: or
  - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
  - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default: or
  - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner: or
    2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
  - 6.1. The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract"
  - 6.2. Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions of failure to act of the Surety under Paragraph 4; and
  - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
  - 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
  - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY --- NAME, ADDRESS AND TELEPHONE	
AGENT OR BROKER:	OWNER'S REPRESENTATIVE (Architect, Engineer or other party):
Kansas City Series of Lockton Companies, LLC	
444 W. 47th Street, Suite 900	
Kansas City, MO 64112-1906	
(816) 960-9000	

00 61 13.16

**PAYMENT BOND FORM**

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR:**

Layne Christensen Company  
721 West Illinois Avenue  
Aurora, IL 60506-2892

**OWNER:**

City of Bloomington  
City Hall  
109 East Olive Street  
Bloomington, IL 61701

**CONSTRUCTION CONTRACT:**

**SURETY:**

Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, CT 06183  
(860) 277-0111

Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116  
(617) 357-9500

Date: March 27, 2017

Amount: One Million Eight Hundred Forty Eight Thousand Seven Hundred Seventy Two and No/100 (\$1,848,772.00)

Description: Bid #2017-33 St. Peter Aquifer - Test Wells 1 and 2 Project

**BOND:**

Date: March 31, 2017

Amount: One Million Eight Hundred Forty Eight Thousand Seven Hundred Seventy Two and No/100 (\$1,848,772.00)

**CONTRACTOR AS PRINCIPAL:**

Company: \_\_\_\_\_ (Corp. Seal)  
Layne Christensen Company

**SURETY**

Company \_\_\_\_\_ (Corp. Seal)  
Travelers Casualty and Surety Company of America  
Liberty Mutual Insurance Company

Signature:   
GENERAL MANAGER

Signature:   
Rebecca S. Leal, Attorney-in-Fact

## PAYMENT BOND FORM

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:

- 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
- 2.2 Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

- 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
- 4.2 Claimants who do not have a direct contract with the Contractor:
  - 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
  - 2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
  - 3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6. RESERVED

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the

Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this bond, subject to the Owner's priority to use the funds for the completion of the work.

9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitations in the terms, "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete with the other terms thereof.

FOR INFORMATION ONLY --- NAME, ADDRESS AND TELEPHONE	
AGENT OR BROKER:	OWNER'S REPRESENTATIVE (Architect, Engineer or other party):
Kansas City Series of Lockton Companies, LLC	
444 W. 47th Street, Suite 900	
Kansas City, MO 64112-1906	
(816) 960-9000	



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 231532

Certificate No. 007133060

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Patrick T. Pribyl, Debra J. Scarborough, Christy M. Braile, Mary T. Flanigan, Jeffrey C. Carey, Charles R. Teter III, Laura M. Buhrmester, Charissa D. Lecuyer, Evan D. Sizemore, Rebecca S. Leal, Larissa Smith, C. Stephens Griggs, Tahitia M. Fry, and Megan L. Burns-Hasty

of the City of Kansas City, State of Missouri, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 21st day of February, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 21st day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which 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 \_\_\_\_\_ day of MAR 31 2017, 20 \_\_\_\_.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

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.

Certificate No. 7578864

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, C. Stephens Griggs; Charissa D. Lecuyer; Charles R. Teter, III; Christy M. Braile; Debra J. Scarborough; Evan D. Sizemore; Jeffrey C. Carey; Larissa Smith; Laura M. Buhmester; Mary T. Flanigan; Megan L. Burns-Hasty; Patrick T. Pribyl; Rebecca S. Leal; Tahitia M. Fry

all of the city of Kansas City, state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

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 22nd day of December, 2016.



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

By: David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 22nd day of December, 2016, 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, 2017  
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 The Ohio Casualty Insurance Company, Liberty Mutual 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, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.



MAR 31 2017  
By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW .	ANY LOCATION WHERE YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, EXECUTED PRIOR TO THE LOSS, TO PROVIDE ADDITIONAL INSURED COVERAGE FOR ONGOING OPERATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.	ANY LOCATION WHERE YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, EXECUTED PRIOR TO THE LOSS, TO PROVIDE ADDITIONAL INSURED COVERAGE FOR COMPLETED OPERATIONS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



ZURICH®

# Coverage Extension Endorsement – Liability Only

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP0194359-00	05/01/2016	08/01/2017	05/01/2016			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form  
Motor Carrier Coverage Form**

## A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.
  - b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
  - c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
  - d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.
2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

## B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

### D. Driver Safety Program Liability Coverage

The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

### E. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph a. of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

### F. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

### G. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

### H. Hired Auto – World Wide Coverage

Paragraph 7a.(5) of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less.

### I. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

**J. Expected Or Intended Injury**

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

**Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

All other terms, conditions, provisions and exclusions of this policy remain the same.

**BID FORM**

**BID #2017-33**

**St. Peter Aquifer Test Wells 1 and 2 Project  
For the Water Department**

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

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

We further agree to complete all of the above work in a complete, neat, and workmanlike manner.

Payment of prevailing wage rates as predetermined by the Bloomington City Council pursuant to the Prevailing Wage Ordinance 2016-24 is acknowledged.

**Must complete bid form in project manual.**

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

LAYNE CHRISTENSEN COMPANY  
Firm

  
Authorized Signature

721 W. ILLINOIS AVE.  
Address

AURORA IL 60506  
City State Zip

630.897.6941  
Phone Number

3/2/2017  
Date

Email Address: tom.healy@layne.com

00 41 00.16

BID FORM

ONE ORIGINAL BID SHALL BE SUBMITTED

To: Mayor and Alderman  
City of Bloomington  
109 East Olive Street  
Bloomington, Illinois 61701  
(hereinafter called Owner)

From: LAYNE CHRISTENSEN COMPANY  
Company

721 W. ILLINOIS AVE.  
Address

AURORA IL 60506  
City State Zip Code

(630) 897-6941  
Telephone

(630) 897-6976  
FAX

(hereinafter called Bidder)

tom.healy@layne.com  
E-MAIL

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to furnish all labor, materials, tools, and services required for the construction of the St. Peter Aquifer – Test Wells 1 and 2 for the City of Bloomington, McLean County, Illinois (Engineers' Job No. 160513.40), all in accordance with the Bidding Documents prepared by Baxter & Woodman, Inc., Consulting Engineers.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Bidder Instructions, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for 60 days after the date of Bid opening or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Documents within 15 days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder represents, as set forth in the Agreement, that:
  - a. Bidder has examined copies of all the Bidding Documents.
  - b. Bidder is familiar with the nature and extent of the Bidding Documents, Work, site, locality, and all local conditions and legal and regulatory requirements that in any

manner may affect cost, progress, performance, or furnishing of the Work, and has made such independent investigations as Bidder deems necessary.

- c. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- d. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- e. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- f. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- g. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Owner is acceptable to Bidder.
- h. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the Work for which this Bid is submitted.
- i. This Bid is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
- j. By submission of the bid, each Bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with the Bid:
  - (1) The prices in the Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.

- (2) Unless otherwise required by law, the prices which have been quoted in the Bid have not knowingly been disclosed by the Bidder, prior to opening, directly, or indirectly to any other Bidder or to any competitor.
  - (3) No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
  - (4) Bidder is not barred from contracting with the Owner as a result of a violation of 720 ILCS 5/33 et seq.
- k. Bidder agrees that no less than the prevailing rate of wages as determined by the Department of Labor or determined by the court on review, shall be paid to all laborers, workmen, and mechanics performing work under this contract.
  - l. Bidder complies with the provisions of the Employment of Illinois Workers on Public Works Act (30 ILCS 570/) as they may apply to this Project.
  - m. Bidder will comply with the requirements of Sections 22.51(f)(2)(B) and 22.51a(d)(2)(B) of the Illinois Environmental Protection Act ([415 ILCS5/22.51(f)(2)(B)] and [415 ILCS5/22.51a(d)(2)(B)]) for the disposal of uncontaminated soils including uncontaminated soil mixed with other clean construction or demolition debris (CCDD) materials and has included any costs associated with compliance in the Bid.
4. Bidder submits the following Schedule of Unit Prices for the Work to be performed in accordance with the Bidding Documents and agrees that items of work not specifically mentioned in the Schedule which are necessary and required to complete the Work intended shall be done incidental to and as part of the items of work for which a unit price is given, and understands that no additional payment will be made for such incidental work.

SCHEDULE OF UNIT PRICES

No. Pay Item	Approximate Quantity	Unit Price	Amount
1. MOBILIZATION AND CLEANUP:	2 each	\$ <u>188,700<sup>-</sup></u>	\$ <u>377,400<sup>-</sup></u>
2. DRILL 30-INCH GLACIAL DRIFT HOLE: (0 ft. - 320 ft.)	640 foot	\$ <u>352<sup>-</sup></u>	\$ <u>225,280<sup>-</sup></u>
3. FURNISH AND INSTALL 24-INCH WELL CASING:	646 foot	\$ <u>115<sup>-</sup></u>	\$ <u>74,290<sup>-</sup></u>
4. DRILL 23-INCH ROCK HOLE: (320 ft. - 1,200 ft.)	1,760 foot	\$ <u>222<sup>-</sup></u>	\$ <u>390,720<sup>-</sup></u>
5. FURNISH AND INSTALL 18-INCH WELL CASING:	2,406 foot	\$ <u>68<sup>-</sup></u>	\$ <u>163,608<sup>-</sup></u>
6. CEMENT SHOE: 24-inch	2 each	\$ <u>2,686<sup>-</sup></u>	\$ <u>5,372<sup>-</sup></u>

SCHEDULE OF UNIT PRICES

No. Pay Item	Approximate Quantity	Unit Price	Amount
18-inch	2 each	\$ <u>2,393<sup>-</sup></u>	\$ <u>4,786<sup>-</sup></u>
7. CEMENT GROUT INSTALLATION:			
b/t 29-inch hole and 24-inch casing	2 each	\$ <u>8,900<sup>-</sup></u>	\$ <u>17,800<sup>-</sup></u>
b/t 24-inch hole and 18-inch casing	2 each	\$ <u>32,400<sup>-</sup></u>	\$ <u>64,800<sup>-</sup></u>
8. CEMENT GROUT:	248 cu. yds.	\$ <u>231<sup>-</sup></u>	\$ <u>57,288<sup>-</sup></u>
9. DRILL 17-INCH ROCK HOLE: (1,200 ft. - 2,100 ft.)	1,800 foot	\$ <u>148<sup>-</sup></u>	\$ <u>266,400<sup>-</sup></u>
10. SAND BAILING:	160 hours	\$ <u>267<sup>-</sup></u>	\$ <u>42,720<sup>-</sup></u>
11. FURNISH, INSTALL AND REMOVE TEST PUMP:	2 each	\$ <u>45,300<sup>-</sup></u>	\$ <u>90,600<sup>-</sup></u>
12. PUMPING TEST/SURGING:	320 hours	\$ <u>159<sup>-</sup></u>	\$ <u>50,880<sup>-</sup></u>
13. WELL DISINFECTION:	2 each	\$ <u>2,900<sup>-</sup></u>	\$ <u>5,800<sup>-</sup></u>
14. PLUMBNESS AND ALIGNMENT TESTS:	2 each	\$ <u>3,764<sup>-</sup></u>	\$ <u>7,528<sup>-</sup></u>
15. TELEWISE WELL:	2 each	\$ <u>1,750<sup>-</sup></u>	\$ <u>3,500<sup>-</sup></u>
<b>TOTAL AMOUNT OF BID:</b>		\$ <u><u>1,848,772<sup>00</sup></u></u>	

5. Bidder agrees that the Work will begin as set forth in the Notice to Proceed and will be completed and ready for final payment within 180 calendar days after the Contract Time has begun.

6. Required Bid Security in the form of (Certified Check or Bid Bond) in the amount of \_\_\_\_\_ or 5 Percent of the Bid Amount.

7. Bidder will be obtaining Performance and Payment Bonds through the following local agent or broker:

Name: LOCKTON COMPANIES  
 Address: 444 W. 47TH ST. SUITE 900. KANSAS CITY, MO 64112  
 Telephone: 816.960.9000 email: nclover@lockton.com

8. Bidder submits all items listed in Section 00 43 93 – Bid Submittal Checklist.

9. Terms used in this Bid which are defined in the Standard General Conditions of the Construction Contract included as part of the Bidding Documents have the meanings assigned to them in the General Conditions.

10. Bidder acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Date Received</u>
<u>1</u>	<u>2/24/2017</u>
_____	_____
_____	_____
_____	_____

11. The person signing this Bid certifies that: (Check applicable box.)

- He/She is the person in the Bidder's organization responsible within that organization for the decision as to the prices being bid and that he/she has not participated, and will not participate, in any action contrary to that above; or
- He/She is not the person in the Bidder's organization responsible within that organization for the decision as to the prices being bid but that he/she has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to the above, and as their agent shall so certify; and shall also certify that he/she has not participated, and will not participate, in any action contrary to that above.

Respectfully submitted, signed, and sealed this 3<sup>RD</sup> day of MARCH 2017.

LAYNE CHRISTENSEN CO.  
Bidder

(SEAL)

By Thomas P. Healy  
THOMAS P. HEALY, GENERAL MANAGER  
Name - Title

ATTEST:

(IF CORPORATION, INSERT \_\_\_\_\_ )  
(STATE OF INCORPORATION \_\_\_\_\_ )  
( DELAWARE )  
( State )

Brian M. Snetten  
Project Manager  
Name - Title

END OF BID FORM

PLEASE USE THIS FORM TO PROVIDE THE VARIANCE FOR ANY ITEMS IN THE SPECIFICATION: (form may be duplicated)

ITEM NUMBER & NAME	SECTION #	VARIANCE
NO. 1 - MOBILIZATION		OUR PROPOSED LUMP SUM (2 EACH) IS BASED UPON A SINGLE, MAJOR MOBILIZATION, AND MINIMAL DOWNTIME BETWEEN WELLS (2 WEEKS ±).
		IF ONLY ONE (1) WELL IS DRILLED, WE ARE STATING THE MOBILIZATION WOULD BE \$221,000.00, AS WE NOW HAVE THE FINAL DEMOBILIZATION IN THE "2ND LUMP SUM".

PROPOSED SUBCONTRACTORS FORM

TO: Mayor and Alderman  
City of Bloomington  
109 East Olive Street  
Bloomington, Illinois 61701  
(hereinafter called Owner)

1. Pursuant to bidding requirements for the Work titled:

CITY OF BLOOMINGTON, ILLINOIS  
ST. PETER AQUIFER – TEST WELLS 1 AND 2

for portions of the Work equaling or exceeding \$10,000, Bidder proposes to use the following Subcontractors. Except as otherwise approved by Owner, Bidder proposes to perform all other portions of the Work with his own forces:

2. Portion of the Work:	Subcontractor name and address:
<u>HAWKING CUTTINGS OF SITE</u>	<u>DOUG KAUFMANN KAUFMAN FARMS • 2018 ROPPRD • NORMAL, IL 61761</u>
<u>ACCESS ROAD, PAD CONSTRUCT, &amp; RESTORATION</u>	<u>STARK EXCAVATING 1805 WEST WASHINGTON ST. BLOOMINGTON, IL 61701</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

CERTIFICATE 00 62 07

SUBSTANCE ABUSE PREVENTION PROGRAM

The undersigned, upon being first duly sworn, hereby certifies to the (Client) CITY OF BLOOMINGTON, IL  
that LAYNE CHRISTENSEN COMPANY (Contractor)  
has in place a written Substance Abuse Prevention Program that meets or exceeds the requirements of the State of Illinois P.A. 095-0635, or has a collective bargaining agreement in effect dealing with the subject matter of P.A. 095-0635. The Contractor and Subcontractors will file a copy of the Substance Abuse Prevention Program, or collective bargaining agreement, with the Client prior to any work being conducted on the project.

By: Thomas P. Healy, THOMAS P. HEALY  
(Name of Contractor)

GENERAL MANAGER  
(Title)

Subscribed and sworn to before me  
this 2ND day of MARCH, 2017.

Mary C. Wondrak  
Notary Public

My Commission Expires:

5/31/19  
SEAL



CERTIFICATE 00 62 08

EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT

THOMAS P. HEALY, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor complies with the provisions of the Employment of Illinois Workers on Public Works Act as they may apply to this Project.

Dated this 2<sup>ND</sup> day of MARCH, 2017.

Attest/Witness

By: Brian M. Snelke

By: Ahmad Hamdan

Title: Project Manager

Title: ACCOUNT MANAGER

Subscribed and sworn to before me this 2<sup>ND</sup> day of MARCH, 2017.

My Commission Expires:

Mary C. Wondrak  
Notary Public

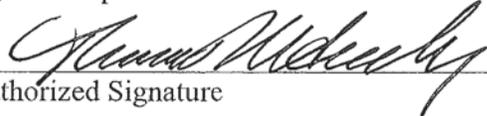
5/31/19  
SEAL



**GIFT BAN ACT:** I certify that LAYNE CHRISTENSEN COMPANY (print company name), its officers, employees and agents, have not made any gifts to officers or employees of the City of Bloomington in violation of Illinois Compiled Statutes, 5 ILCS 430/Article 10, State Officers and Employees Ethics Act (commonly known as the "Gift Ban Act"). The Act is available online at: <http://www.ilga.gov/legislation/ilcs/ilcs4.asp?DocName=000504300HAr%2E+10&ActID=2529&ChapterID=2&SeqStart=1700000&SeqEnd=2200000> under.

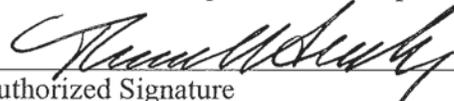
I further certify that as a bidder, I have not violated the Bloomington City Code Chapter 2, Administration; Article I, Section 8: Officers and Employees Generally; Section 8a Prohibition on the Solicitation and Acceptance of Gifts; and 8b State Officials and Employees Ethics Act. This section of the Bloomington City Code is available online at <http://www.cityblm.org/code.asp?show=section&id=3450>.

THOMAS P. HEALY 3/2/17  
Print Name & Date

  
Authorized Signature

**Vendor Compliance with Public Act 85-1295:** The vendor certifies by signing this statement that this bid is made without prior understanding, agreement or accord with any other person submitting a bid for the same product or service and that this bid is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Furthermore, the firm certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment as well as civil damages. The vendor also understands that failure to sign this statement will make the bid non-responsive and unqualified for award.

THOMAS P. HEALY 3/2/17  
Print Name & Date

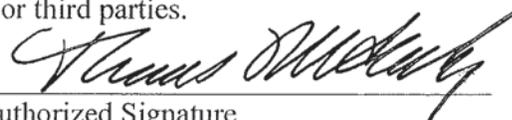
  
Authorized Signature

LAYNE CHRISTENSEN COMPANY  
Company Name

**Insurance:** Vendors providing a service or installing equipment on or about City property shall provide to the City Clerk evidence of Comprehensive, Liability, and Workman's Compensation insurance prior to commencement of work on City property. The vendor guarantees to save the City, its agents or employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the vendor is not the patentee, assignee, or licensee.

Furthermore, the vendor hereby agrees to save and hold harmless and indemnify the City from and against all injury, death, damage, loss, claims and liability caused by or arising out of the performance of this agreement by the Vendor, its employees, agents or sub-vendors. This agreement extends to all claims, of any nature, whether made by the Vendor's employees or third parties.

THOMAS P. HEALY 3/2/17  
Print Name & Date

  
Authorized Signature

LAYNE CHRISTENSEN COMPANY  
Company Name

**REFERENCES:**

Three (3) references are **required** with your bid. The references shall be from three different sources where you have provided the minimum specifications as required in this bid. Bidder may use the City of Bloomington as one reference if the Bidder has provided this equipment or service to the City since January 1, 2010

(1.) Company Name: \_\_\_\_\_

Company address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Company Contact Name or Department: \_\_\_\_\_

Company Contact Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Company Contact e-mail address: \_\_\_\_\_

(2.) Company Name: \_\_\_\_\_

Company address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Company Contact Name or Department: \_\_\_\_\_

Company Contact Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Company Contact e-mail address: \_\_\_\_\_

(3.) Company Name: \_\_\_\_\_

Company address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Company Contact Name or Department: \_\_\_\_\_

Company Contact Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Company Contact e-mail address: \_\_\_\_\_

SEE ATTACHED

**Layne Christensen Company**  
**Illinois Galesville Deep Sandstone Well Construction - Experience List**

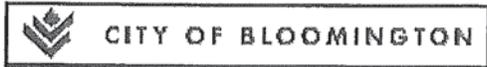
**MUNICIPAL**

<b>Client</b>	<b>Contact</b>	<b>Phone</b>
City of Monmouth, IL #10 – 18”/14”x2465’	Roger Blackman	309.297.0700
City of Belvidere, IL #10 – 20” x 1522ft.	Dan Anderson	815.298.8170
City of Fulton, IL #5 – 16” x 1940ft.	Dan Clark	815.589.2616
City of Morrison, IL #5 – 18”/14” x 1625ft.	Gary Tresenreiter	815.772.7759
Buffalo Grove, IL #7 – 18” x 1295’	Chad Laucamp	312.373.6759
Montgomery, IL #15 – 18” x 1397’	Jeff Freeman	630.466.9350
Hinckley, IL #5 – 14” x 1292’	Jeff Freeman	630.466.9350
Joliet, IL #29D – 18” x 1548’	Bon Mui	815.724.4254
Aurora, IL #29 – 22” x 1418’	Dave Schumacher	630.256.3250
West Chicago, IL #12 – 20” x 1405’	Joe Munder	630.293.2255
Oswego, IL #11 – 18” x 1403’	Jerry Weaver	630.554.3618

**NON-MUNICIPAL**

<b>Client</b>	<b>Contact</b>	<b>Phone</b>
Wynstone Property Owners Assn. – No. Barrington 16” x 1345’	Chuck Lehmann	847.417.5136
Bob O’Link GC – 18” x 14” x 1342’	Scott Palvako	847.432.0164
Bryn Mawr CC – 18” x 14” x 1485’	Brian Bossert	847.677.4112
White Pines GC #1-Bensenville, IL 14” x 1457’	Steve Partyka	847.768.0906
Private Industry – Joliet, IL #4 – 18” x 1589’	N/A	N/A





Community Relations  
109 E. Olive St.  
Bloomington, IL 61701-3157  
(309) 434-2215 (TTY) 829-5115

To Whom It May Concern:

The City of Bloomington's Equal Opportunity in Purchasing Ordinance and the Bloomington Human Relations Ordinance requires that any company doing business with the City in the excess of \$25,000 during one year, must submit an Equal Opportunity Report Form or an Equal Opportunity Plan.

It is my understanding that your company will be or are presently a contractor for the City of Bloomington. In order for this office to approve your company to continue to conduct business with the City of Bloomington, all of the enclosed forms must be submitted to the Community Relations Division within 14 days after receipt of the requested information. If you are bidding for the opportunity to work for the City of Bloomington, the Contract Compliance Report Form enclosed in the bid packet must be completed, signed and returned in the bid packet.

Please complete the enclosed information in its entirety and return it to the Community Relations Office or with your bid packet. If your company has an approved Equal Opportunity Plan, you may submit it instead of completing the enclosed Contract Compliance Form. You must also include a breakdown of your present workforce by race and gender.

If the information requested is not submitted, your company may not be approved to do business with the City of Bloomington and could subsequently not be placed on the "Approved Contractor List."

If you should have any questions regarding either of the forms, please feel free to contact me at (309) 434-2215.

Sincerely,

Ernestine Jackson  
Equal Opportunity Associate

**CITY OF BLOOMINGTON  
COMMUNITY RELATIONS DIVISION**

City of Bloomington  
Community Relations Division  
109 E. Olive Street  
Bloomington, IL 61701

(309) 434-2215

(309) 434-2831 (Fax)

Failure to properly complete this form prior to the execution of a contract with the City of Bloomington, or within 7 days after a request for submission of this report, may result in it being returned unprocessed thereby resulting in a delay or denial of eligibility to bid or do business with the City of Bloomington.

**Section I. Identification**

1. Company Name and Address:

Name: LAYNE CHRISTENSEN COMPANY

D/b/a: \_\_\_\_\_

Address: 721 W. ILLINOIS AVE.

City/State/Zip: AURORA, IL 60506

Telephone Number(s) Area Code: 630.897.6941

Check one of the following:

**Corporation    Partnership    Individual Proprietorship    Limited Liability Corp.**

2. Name and Address of the Company's Principal Office (answer only if not the same as above).

Name: SAME

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

3. Major activity of your company (product or service):

WATER SUPPLY SERVICES & WATER TREATMENT

**Section II. Policies and Practices**

**Description of EEO Policies and Practices**

A. Is it the Company's policy to recruit, hire, train, upgrade, and discipline persons without regard to race, sex, color, religion, national origin, age, mental and/or physical disability, and sexual orientation?

YES  NO

B. Has someone been assigned to develop procedures, which will assure that the EO policy is implemented and enforced by managerial, administrative, and supervisory personnel? If so, please indicate the name and title of the charged with this responsibility.

Name: HUMAN RESOURCES DEPT.

Title: \_\_\_\_\_

Telephone: 281.475.2600

C. Has the Company developed a written Equal Opportunity Plan? *SEE ATTACHED* **Note: A copy of the Equal Opportunity Plan must be submitted with this form in order to be considered eligible to do business with the /city of Bloomington.** If you would need technical assistance in developing your plan, please contact the Community Relations Office at: (309) 434-2215.

YES  NO

D. Has the Company developed a written policy statement prohibiting Sexual Harassment? Please attach a copy of the policy statement. *2 ATTACHED*

YES  NO

E. Have all recruitment sources been notified that the Company will consider all qualified applicants without regard to race, color, age, sex, national origin, religion, mental and/or physical disability, or sexual orientation?

YES  NO

F. If advertising is used, does it specify that all qualified applicants will be considered for employment without regard to race, color, age, sex, national origin, religion, mental and/or physical disability, or sexual orientation?

YES  NO

G. Has the contractor notified all of its sub-contractors of their obligations to comply with the Equal Opportunity requirements either in writing, by inclusion in subcontractors or purchase orders?

YES  NO

H. Is the Company a state certified minority/female owned business? If yes, please attach a copy of the state certification.

YES \_\_\_\_\_ NO

I. Does the Company have collective bargaining agreements with labor organizations?

YES  NO \_\_\_\_\_

J. Has the labor organization been notified of the Company's responsibility to comply with the Equal Employment Opportunity requirements in all contracts by the City of Bloomington?

YES  NO \_\_\_\_\_

### Section III. Employment Information

A. Please complete the company workforce analysis form on the bottom of this page. Use the number of employees as of the most recent payroll period. Be sure to complete all applicable columns.

MANAGERS - CLERICAL - SKILLED WORKERS

B. Job Classifications (See descriptions attached)

C. Identify the geographical area(s) from which the company may reasonably recruit employees (use city, county, SMSA, or distance in miles from your company location).

CHICAGO, IL ~~AND~~ SUBURBS & W.I.

D. If minorities and women are currently under-utilized in your workforce, please attach a copy of an explanation for your plan to recruit and hire minorities and women.

### Section IV. Certification

The Company certifies that it has answered all of the foregoing questions truthfully to the best of its knowledge and belief. The Company also agrees that it will comply and abide by the City of Bloomington's Contract Compliance Ordinance and the City of Bloomington Human Relations Ordinance.

	<i>GENERAL MANAGER</i> THOMAS P. HEALY	630.897.6941	3/2/17
Signature:	Print Name & Title	Telephone Number	Date

**CITY OF BLOOMINGTON  
COMMUNITY RELATIONS DIVISION**

**CONTRACT COMPLIANCE  
WORKFORCE ANALYSIS**

Job Categories	Overall Totals		White (Not Of Hispanic origin)		Black of African American (Not of Hispanic Origin)		Hispanic of Latino		Asian of Pacific Islander		American Indian or Alaskan Native	
	M	F	M	F	M	F	M	F	M	F	M	F
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)
Officials & Managers			10									
Professionals												
Technicians			3									
Office & Clerical				2								
Craft Workers (skilled)			25*									
Operatives (semi-skilled)												
Laborers (unskilled)												
Service Workers												
<b>TOTAL</b>			38	2								

\* - LOCAL 150 OPERATING ENGINEERS.

M= Male, Column B is sum of rows D, F, H, J, and L

F= Female, Column C is sum of Rows E, G, I, K, and M

Date of above: 3/2/17

Name of person that compiled the above data: THOMAS P. HEALY

NOTE: THIS ABOVE IS OUR TYPICAL, AURORA, IL WORKFORCE. ON THIS JOB, THERE MAY BE ADD'L WORKERS FROM LOCAL 649 OPERATING ENGINEERS UNION

**LAYNE CHRISTENSEN COMPANY**

Policy No.: 4-2

**STATEMENT OF POLICY**

Subject:

**EQUAL EMPLOYMENT OPPORTUNITY**

Effective Date: 08/27/92

Revised:

**I. HUMAN RESOURCE UTILIZATION POSITION**

Layne Christensen Company supports the individual freedom and economic opportunities safeguarded and guaranteed by the United States Constitution and applicable federal, state and local legislation. The Company further agrees to comply with relevant executive orders and regulations promulgated by government agencies concerned with the enforcement of equal employment opportunity policy.

**II. EQUAL EMPLOYMENT OPPORTUNITY POLICY**

Equal Employment Opportunity for all persons, regardless of race, creed, color, sex, age, disability, or national origin is a fundamental policy. Furthermore, it is Layne's policy that the dignity of each member in its organization be respected and that freedom of opportunity should exist for every individual to work at a job for which such individual qualifies on merit. Employment of individuals, their assignment of jobs, and their transfers and promotions are the responsibility of management. Such action shall be determined by conscientiously matching the requirements of an available position with the candidate's skill and qualifications without regard to race, creed, color, sex, age, disability or national origin.

**III. AFFIRMATIVE ACTION PROGRAM**

Layne Christensen Company will recruit, hire, lay off, terminate, advertise, transfer, promote, train, demote, compensate, and provide benefits, social and recreational programs and selection for training, including apprenticeship, without regard to race, creed, color, sex, age, disability or national origin. All personnel practices and programs will be administered with concern for equal employment opportunity. All personnel share in this responsibility, their efforts will determine the success of the Company's Program, and such efforts will be reflected in performance reviews.

**IV. AGREEMENT AND CERTIFICATION**

Layne Christensen Company further confirms its commitment to nonsegregated facilities, employer information reporting, listing job vacancies to provide special emphasis for qualified disabled veterans and veterans of the Vietnam era, minority business utilization, affirmative action for the employment of physically or mentally disabled, preventing sexual harassment and other appropriate federal regulations and executive orders as they apply to the operation of Layne's business enterprise.



# Policy Against Harassment

## Statement of Policy

Policy # LGL-3-5	Page: 1 of 4	Revision History
Issued By: Legal Department	Date Effective: Aug 27, 1992	Rev. Effective: Dec 11, 2015
Approved by: General Counsel	Date Issued: Aug 27, 1992	Rev. Issued: Dec 11, 2015
	Date Approved: Aug 27, 1992	Rev. Approved: Dec 9, 2015

### Contents

- 1. Purpose .....2
- 2. Policy .....2
- 3. Scope .....2
- 4. Definitions .....2
- 5. Responsibilities.....2
- 6. Procedures .....2
  - 6.1 Sexual Harassment .....2
  - 6.2 Examples of Sexual Harassment and Other Forms of Harassment.....3
  - 6.3 Reporting a Concern .....3
  - 6.4 Exceptions .....4
- 7. Violation of the Policy .....4
- 8. Reservation of Rights .....4



# Policy Against Harassment

## Statement of Policy

Policy # LGL-3-5	Issued By: Legal Department	Page: 2 of 4
------------------	-----------------------------	--------------

### 1. Purpose

To stipulate the Company's position against harassment on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability. Employees work at their best when they are in an environment that prohibits harassment on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

### 2. Policy

All employees of the Company are expected to treat others with dignity and respect. Harassment on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability will not be tolerated and is strictly prohibited.

Any Employee engaging in harassment—directly or indirectly—shall be subject to disciplinary action, up to and including termination.

### 3. Scope

This policy applies to all Employees of Layne Christensen Company, its subsidiaries and those affiliates over which it has operating control, worldwide ("Layne" or the "Company").

### 4. Definitions

1. **Employee** – A person who is employed by Layne Christensen Company or its wholly owned subsidiaries, worldwide, either permanently or temporary, hourly or salaried, in return for financial or other compensation.

### 5. Responsibilities

1. **General Counsel, VP Human Resources, and Chief Compliance Officer** – Responsible for implementing and enforcing this policy.

### 6. Procedures

#### 6.1 Sexual Harassment

1. If directed at another individual, certain verbal and physical conduct based on sex, sexual orientation or gender identity may constitute sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment. The person being harassed as well as the harasser may be a woman or a man, or both may be of the same sex.



## Policy Against Harassment

### Statement of Policy

Policy # LGL-3-5	Issued By: Legal Department	Page: 3 of 4
------------------	-----------------------------	--------------

### 6.2 Examples of Sexual Harassment and Other Forms of Harassment

1. It is illegal, and against the Company's policy, for any employee to create a hostile or intimidating work environment for another employee by presenting materials associated with, or by the use or display of verbal or physical conduct of a sexual nature.
2. Examples of harassment may include such things as:
  - Verbal harassment, including remarks, derogatory comments, slurs, epithets, jokes, or pranks, that relate to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability;
  - Visual harassment, including derogatory words, markings, posters, cartoons, or drawings that relate to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability;
  - Physical interference with normal work or movement;
  - Unwelcome sexual touching or advances; or
  - Requests or demands for sexual favors.

### 6.3 Reporting a Concern

1. If you believe that you or another Employee are being harassed or discriminated against due to your race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability, report your concerns immediately to your supervisor.
2. If you do not feel comfortable reporting to your direct supervisor, please report your concerns to the General Counsel, the VP Human Resources or the Chief Compliance Officer. You may also report your concerns to the Layne Ethics Hotline.
3. This procedure should be used to report claims of harassment involving supervisors, other employees, non-employees such as customers or vendors, and any other person you may encounter in the workplace.
4. The Company encourages all Employees to promptly report all instances of harassment. It is the Company's desire to be aware of all instances of harassment so that it may investigate Employee concerns and take any corrective actions, if necessary.
5. All reports will be kept confidential and will be shared on a need-to-know basis only. Additionally, any Employee advised of a report will be required to maintain confidentiality.
6. Any Employee reporting a good-faith concern involving harassment on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability shall not be penalized.
7. The Company strictly prohibits retaliation against an Employee reporting a good-faith concern related to harassment on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability. Any Employee that retaliates against another Employee for reporting a concern shall be subject to disciplinary action, up to and including termination.



## Policy Against Harassment

### Statement of Policy

Policy # LGL-3-5	Issued By: Legal Department	Page: 4 of 4
------------------	-----------------------------	--------------

#### 6.4 Exceptions

No exceptions will be made to this Policy. If you have concerns related to this policy, please advise the General Counsel, VP Human Resources or the Chief Compliance Officer.

#### 7. Violation of the Policy

Violation of this policy may lead to discipline, up to and including termination.

#### 8. Reservation of Rights

The Company reserves the right to modify, terminate, or interpret this policy with or without notice.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/13/2017

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC. 818 Town & Country Blvd, Suite 500 Houston, TX 77024-4549	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 713-877-8975		FAX (A/C, No): 713-877-8974
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Layne Christensen Company 721 W. Illinois Ave. Aurora, IL 60506	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A :Zurich American Insurance Company		16535
	INSURER B :American Guarantee and Liability Insurance Company		26247
	INSURER C :Underwriters at Lloyd's London		
	INSURER D :American Zurich Insurance Company		40142
	INSURER E :		
INSURER F :			

### COVERAGES

CERTIFICATE NUMBER:7SPHLGY9

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLO 0194362-00	05/01/2016	08/01/2017	EACH OCCURRENCE \$ 1,250,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,250,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAP 0194359-00	05/01/2016	08/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			AUC 0194471-00	05/01/2016	08/01/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 0194360-00 (AOS) WC 0194361-00 (WI & MA)	05/01/2016	05/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000
C	Contractors Equipment			EG0376516	11/01/2016	05/01/2018	All Leased & Owned Equipment Per Occurrence: \$ 5,000,000

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

Certificate holder; Engineer, its employees and officials are included as an Additional Insured on the General Liability, Excess Liability and Automobile Liability policies as required by written contract and granted Waiver of Subrogation on the General Liability, Automobile Liability, Excess Liability and Workers Compensation policies as required by written contract subject to policy terms, conditions and exclusions. Primary & Non-Contributory wording is included on the General Liability, Automobile Liability and Excess Liability policies as required by written contract, subject to policy terms, conditions and exclusions. In the event of cancellation by the insurance company(ies) the General Liability, Automobile Liability and Workers' Compensation and Employer's Liability policies have been endorsed to provide (30) days Notice of Cancellation (except for non-payment) to the certificate holder shown below.

### CERTIFICATE HOLDER

### CANCELLATION

City of Bloomington 109 East Olive Street 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 
---	--



ADDENDUM NUMBER 1: February 24, 2017

**BID #2017-33  
St. Peter Aquifer Test Wells 1 and 2 Project  
For the Water Department**

**1. Pre BID Meeting & Site Visit Notes:**

Jon Johnston called the February 17, 2017 meeting to order at 10:00 A.M. at the Lake Bloomington WTP. He then identified the project name & purpose of the meeting. After introducing himself the other City staff present introduced themselves. The summary of the project and project deadlines/schedule were read.

- a. Pre-Bid/Proposal meeting date
- b. Questions to City date & time; city is not obligated to respond to any questions asked after this date & time
- c. Response to questions in the form of an addendum date & time
- d. Bid opening location, date & time
- e. Date of tentative submission to the City council for contract approval

Jon Johnston stated that verbal questions are allowed during the pre-bid/site visit but, written questions are encouraged to assure accuracy of response. He also stated that after today's meeting the City will respond only to questions submitted in writing. He reiterated that it was imperative that protocol printed in the specifications be followed including the submission of the proposal, submission of questions (names and email addresses are provided as well as USPS mailing address, etc)

The meeting was turned over to Eric Murauskas, P.E., Baxter & Woodman Project Manager. He briefly went over the bid specification for the water supply test wells and then entertained questions and comments.

• **Does the City have a budget for this project?**

The budget is around \$1.5 million.

• **How will the 180 day completion time be addressed with the unknown amount of time for water quality testing results and well development?**

The intent is to have the Contractor begin working quickly after the Notice to Proceed is issued and diligently continue on the project. The downtime between wells will not count against the Contractor. The City doesn't want the project dragging out and has authorized 24hr per week day drilling and casing setting.

• **Why 140,000 lb hook capacity, can a lower capacity be allowed?**

Capacity limit is to make sure a residential well driller doesn't try to complete the project. Will reduce to allow 100,000 lb minimum hook capacity, but prefer 125,000 lb or larger. Change specification Section 33 21 13.19, 1.2.B.1 minimum hook load capacity to 100,000 lbs.

- **When will project start?**

Award of contract at City Council meeting is anticipated at the end of March and signing contracts and providing bonds will take several more weeks. Construction to start about the end of April. The City will notify the Hudson Water Authority 30 days prior to construction beginning on test wells. After the meeting the City decided that they will be applying to the IEPA for a C-I “drill only” well permit. Notice to Proceed will be issued after receipt of the IEPA “drill only” permit.

- **Is the proposed fence size and location adequate for the work?**

The fence shown is a minimum size. The City wants all of the work area protected for employee and public safety. Temporary topsoil stockpile doesn't have to be fenced in.

- **Where can be bentonite fluids be disposed of?**

No location was designed as part of the specifications. At the meeting the City said they would look for a location. The City has not found a location and the Contractor shall be responsible for finding a legal, appropriate location and properly disposing of the fluids. The BID does not have to state the location found, it is up to the Contractor to properly budget for this cost and no extra fee or separate allowance will be made for this. It shall be included as part of the other bid items in the contract.

- **Can builders risk insurance be waived with an installation floater?**

At the meeting, City stated it would ask City Legal. Final decision – builders risk insurance will not be waived.

- **Will the warranty bond still be required?**

At the meeting, City stated it would ask City Legal. Final decision – Yes, warranty bond is required.

- **What permits are needed?**

No County permit is required. Project is being treated as a test well, so no IEPA permit is required, but after the meeting the City decided that they will be applying to the IEPA for a C-I “drill only” well permit.

- **Anticipated well development?**

2 lb block shots are the most aggressive method foreseen. Depending on production of 1<sup>st</sup> well, the 2<sup>nd</sup> well may be smaller diameter.

Mr. Johnston reiterated that everyone must sign the “attendance” sheet if they are to be considered “present”.

After the question and answer period concluded a tour of the facility was provided with site observations and some additional questions were answered.

- **Do the temporary access locations have to be exactly as shown on the drawing?**

No, the location is suggested. One temporary access for each well is allowed. It may not go directly parallel over the existing water transmission mains.

- **Use Contractor port-a-potties, don't use public ones by boat ramp.**

- **There is a culvert under the plant access road that can be used to get a hose to the fire hydrant so that it doesn't get run over.**
- **May trees be removed or trimmed?**  
Only with coordination for replacement and permission from City Arborist. It is best to avoid tree modification. Contractor shall be responsible for all costs of any tree modification impacts.

The meeting (including site tour) was adjourned at about 10:46 A.M.

- The requirement of an approved apprenticeship program as stated we feel is an impediment to the competitive bidding process. It is difficult to meet these requirements unless you are a union firm. Is this a requirement that the city would wave for an otherwise qualified contractor?**  
No, City Council will not waive the ordinance requiring apprenticeship program participation.
- The 180 day completion time might be too restrictive due to the time required for the drilling and testing, and the fact that the second well cannot be started until testing from the first well is completed.**  
This question was answered at the Pre-Bid meeting, see above notes.
- The specifications state 140,000 lb hoist capacity of the drill rig. We feel that with the well design in the specifications, that is more than required. The anticipated tool load would be less than 100,000 lbs.**  
This question was answered at the pre-BID meeting, see above notes.
- Our bond company has requested a Bid Bond form that does not have "Sample" on it. I don't see a copy of a blank form in the bid specifications. Can you provide?**  
The Bidder may use any bid bond form that is normally used.
- Is there a max. amount of subcontracting allowed?**  
Add the following paragraph to the 00 21 00.16 BIDDER INSTRUCTIONS:  
10.02 Bidder shall be required to perform with his own Work forces at least 30% of the Work, unless written consent to subcontract a greater percentage of the Work is obtained from Owner.
- Exhibit A includes the Pre-Bid Attendance record.**
- Exhibit B included the plan holders list as of January 22, 2017.**

LAYNE CHRISTENSEN CO.

Firm

Date

3/7/2017

  
\_\_\_\_\_  
Authorized Signature

**PLEASE NOTE:** Failure to return the signed addendum with your sealed bid may result in disqualification.

Misty Shafer, Procurement Specialist

2/24/17



February 15, 2017

Mayor and Aldermen  
City of Bloomington  
109 East Olive Street  
Bloomington, Illinois 61701

**RE: St. Peter Aquifer Test Wells 1 and 2 Project  
Bloomington, IL**

Mayor and Aldermen:

This letter is meant to certify that Mr. Thomas P. Healy is a General Manager for Layne Christensen Company and has the authority to accept customer purchase orders, sign bonds, and affix the corporate seal thereon, to issue bids and/or enter into a contract for the work as described in the above reference, in the name of, and on behalf of this corporation, for this corporation's products and services up to and including the amount of \$2,500,000.

Sincerely yours,  
Layne Christensen Company

A handwritten signature in cursive script, appearing to read "Kent M. Wartick".

Kent M. Wartick  
Regional President, Water Resources Division

## CERTIFICATE

The undersigned, Susan L. Marple, hereby certifies that she is the duly elected, qualified, and acting Assistant Secretary of Layne Christensen Company, a Delaware corporation (the "Corporation"), and as such is familiar with the books and records of said Corporation, and does hereby certify the following:

1. that Kent Wartick is the Eastern Regional President of the Water Resources Division of Layne Christensen Company;

2. that the resolutions set forth below were adopted at a meeting of the Board of Directors of said Corporation held on June 6, 2014, that the following is a true and correct copy of such resolutions as they appear in the minute books of the Corporation, and that such resolutions are in full force and effect.

### AUTHORITY TO ENTER INTO CONTRACTS

WHEREAS, the Board of Directors deems it in the best interests of the Corporation to state the bid, contract and purchase order limits of the various officers and employees of this Corporation.

NOW, THEREFORE, BE IT RESOLVED, that effective as of June 6, 2014 and in lieu of all previous actions of the Board of Directors, the authority of the following officers and employees of this Corporation to (i) accept customer purchase orders and affix the corporate seal thereon and (ii) issue bids and/or enter into contracts with customers in the name of and on behalf of this Corporation, shall be for an amount up to and including the amount set forth beside each of their titles in the following schedule:

<u>Title</u>	<u>Amount</u>
President, Chief Executive Officer	\$ 25,000,000
Senior Vice President, Chief Operating Officer	\$ 15,000,000
Division President	\$ 10,000,000
Vice President, Division Vice President	\$ 5,000,000
General Manager, District Manager	\$ 1,000,000
Business Development Manager, Branch Manager	\$ 500,000
Account Manager, Project Manager, Manager of Projects	100,000

FURTHER RESOLVED, that the authority of the following officers and employees of this Corporation to enter into contracts with vendors in connection with the sale of this Corporation's products and services and the purchase of supplies and equipment (other than purchases of capital equipment), in the name of and on behalf of this Corporation, shall be for an amount up to and including the amount set forth beside each of their titles in the following schedule:

<u>Title</u>	<u>Amount</u>
President, Chief Executive Officer	\$ 10,000,000
Senior Vice President, Chief Operating Officer	\$ 5,000,000
Division President	\$ 1,000,000
Non-Executive Corporate Officer	\$ 250,000
Corporate Vice President	\$ 250,000
Division Vice President, VP - General Manager	\$ 100,000
Division Director, General Manager	\$ 100,000

FURTHER RESOLVED, that the president, chief executive officer, senior vice president, chief operating officer, division president, vice president or division vice president of this Corporation may delegate the authority to enter into contractual

commitments which they are authorized to execute pursuant to these resolutions to any other officer, general manager, district manager, business development manager, account manager, project manager, manager of projects or branch manager of this Corporation and may, as requested by any third party, indicate such delegation by addressing a letter or other written document to such third party.

**FURTHER RESOLVED**, that prior to execution thereof pursuant to the preceding resolution, any contract in excess of the authorized limits granted to the President of the Corporation, must be approved by any two members of the Board of Directors; provided, however, that the execution of any contract in accordance with the preceding resolution may be considered by all third parties to be conclusive evidence that all appropriate authority pursuant to these resolutions has been granted.

**FURTHER RESOLVED**, that the secretary, any assistant secretary, or any other officer of this Corporation be, and they hereby are, authorized to certify a copy of these resolutions, and any customer of this Corporation is hereby authorized to rely upon said certificate as so presented.

**FURTHER RESOLVED**, that the appropriate officers of the Corporation be, and each hereby is, authorized and empowered in the name of the Corporation and on its behalf to take all such other actions and execute all such other documents as they shall deem necessary or desirable in order to carry out and perform the purposes of the foregoing resolutions, the taking of such actions and execution of such documents to be conclusive evidence of the necessity or desirability thereof and that all actions heretofore taken by any appropriate officer or authorized representative of the Corporation in connection with any of the foregoing resolutions be, and they hereby are, approved, ratified and confirmed in all respects.

3. that in accordance with these resolutions, Kent Wartick has authorization to sign all contract documents and change notices between Town of Springfield and the Company for the project known as New Water Well Contract No. 2.

**IN WITNESS WHEREOF**, Susan L. Marple has hereunto set her hand and affixed the corporate seal of Layne Christensen Company this 8<sup>th</sup> day of February, 2017.



A handwritten signature in cursive script that reads "Susan L. Marple". The signature is written over a horizontal line.

Susan L. Marple, Assistant Secretary

March 3, 2017

City of Bloomington, Illinois  
Attn: Jon C. Johnston – Procurement Manager  
109 East Olive Street  
Bloomington, IL

**RE: City of Bloomington, IL – Bid #2101-33  
St. Peter Aquifer Test Wells 1 & 2**

Layne Christensen Company is pleased to provide the following proposal for drilling, development and aquifer test pumping services for the proposed St. Peter aquifer test wells 1 & 2 located in Bloomington, IL.

Our proposal is based upon the information provided in the Bidders package and the Addendum #1 submitted on February 24, 2017. Due to our history with construction of large diameter deep well and pump installations, Layne feels that we are the most qualified drilling contractor to complete this important project.

**HEALTH, SAFETY, AND SUSTAINABILITY**

Health, Safety and Sustainability are a priority for Layne Christensen with Safety being our number one Core value. Layne has a comprehensive, industry leading, health and safety program.

Our Great Lakes Group also has a full time regional safety coordinator who can be available for any pre-construction meetings (if required) and can be available to be on-site periodically during the course of this project. It should be noted that all Layne employees have "Stop Work" authority if an unsafe condition/action is observed. Tailgate safety meetings are held prior to the start of each shift to discuss site conditions/changes during the previous shift. Layne will also conduct random site safety audits during the duration of this project. These audits will be completed independently by the Layne project management team, drilling superintendent and the regional safety coordinator.

**WATER RESOURCES**

## KEY PERSONNEL

The following personnel (as anticipated) will be committed to the safe, efficient, and effective completion of this project.

Name	Title	Years of Experience
Brian M. Snelten, P.G.	Project Manager - primary contact	18
Thomas P. Healy, P.E.	Manager of Projects	37
Richard Wehling	Drilling Superintendent	39
Jason Gerwing	Operations Manager	16
Harold Waddell	Lead Driller	26
Kent Wartick, P.E.	Midwest Regional President	35
Gregory D. Buffington, P.E.	Senior Consultant	50

Our proposal is based upon a 24hr per day, 5 day per week work schedule to complete this scope of work. Layne will work on weekends if needed during critical steps such as setting casing and/or cementing casing. Layne will take shift breaks during casing cement curing where applicable.

Layne appreciates the opportunity to provide drilling services for the City of Bloomington and we look forward to working with you on this project. Please don't hesitate to contact us if you have any questions in regards to our proposal or if we can provide any further information.

Sincerely,  
**Layne Christensen Company**



Brian M. Snelten, P.G.  
Project Manager

Great Lakes Group

Cc: Kent Wartick, P.E. – Layne Christensen  
Thomas P. Healy, P.E. – Layne Christensen

00 43 13  
BID SECURITY FORM

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Layne Christensen Company  
721 West Illinois Avenue, Aurora, IL 60506-2892 as Principal, and  
Travelers Casualty and Surety Company of America as Surety, are hereby  
held and firmly bound unto City of Bloomington, Illinois as  
Owner in the penal sum of Five Percent (5%) of Amount Bid for  
the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves,  
successors and assigns.

Signed, this 3rd day of March, 20 17.

The Condition of the above obligation is such that whereas the Principal has submitted to  
City of Bloomington, Illinois a certain BID,  
attached hereto and hereby made a part hereof to enter into a contract in writing, for the  
Bid #2017-33 St. Peter Aquifer Test Wells 1 and 2 Project

---

---

---

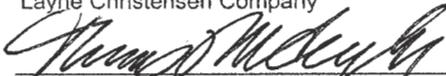
NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Layne Christensen Company

 \_\_\_\_\_ (L.S.)  
Principal **THOMAS P. HEALY, GENERAL MANAGER**

Travelers Casualty and Surety Company of America  
One Tower Square, Hartford, CT 06183 (860) 277-0111

Surety

By:

 \_\_\_\_\_  
C. Stephens Griggs, Attorney-in-Fact

IMPORTANT-Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 231532

Certificate No. 007050841

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Patrick T. Pribyl, Debra J. Scarborough, Christy M. Braile, Mary T. Flanigan, Jeffrey C. Carey, Charles R. Teter III, Laura M. Buhrmester, Charissa D. Lecuyer, Evan D. Sizemore, Rebecca S. Leal, Larissa Smith, C. Stephens Griggs, Tahitia M. Fry, and Megan L. Burns-Hasty

of the City of Kansas City, State of Missouri, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 21st day of November, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this the 21st day of November, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal. My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
Marie C. Tetreault, Notary Public



**ADDENDUM NUMBER 1: February 24, 2017**

**BID #2017-33  
St. Peter Aquifer Test Wells 1 and 2 Project  
For the Water Department**

**1. Pre BID Meeting & Site Visit Notes:**

Jon Johnston called the February 17, 2017 meeting to order at 10:00 A.M. at the Lake Bloomington WTP. He then identified the project name & purpose of the meeting. After introducing himself the other City staff present introduced themselves. The summary of the project and project deadlines/schedule were read.

- a. Pre-Bid/Proposal meeting date
- b. Questions to City date & time; city is not obligated to respond to any questions asked after this date & time
- c. Response to questions in the form of an addendum date & time
- d. Bid opening location, date & time
- e. Date of tentative submission to the City council for contract approval

Jon Johnston stated that verbal questions are allowed during the pre-bid/site visit but, written questions are encouraged to assure accuracy of response. He also stated that after today's meeting the City will respond only to questions submitted in writing. He reiterated that it was imperative that protocol printed in the specifications be followed including the submission of the proposal, submission of questions (names and email addresses are provided as well as USPS mailing address, etc)

The meeting was turned over to Eric Murauskas, P.E., Baxter & Woodman Project Manager. He briefly went over the bid specification for the water supply test wells and then entertained questions and comments.

**≠ Does the City have a budget for this project?**

The budget is around \$1.5 million.

**≠ How will the 180 day completion time be addressed with the unknown amount of time for water quality testing results and well development?**

The intent is to have the Contractor begin working quickly after the Notice to Proceed is issued and diligently continue on the project. The downtime between wells will not count against the Contractor. The City doesn't want the project dragging out and has authorized 24hr per week day drilling and casing setting.

**≠ Why 140,000 lb hook capacity, can a lower capacity be allowed?**

Capacity limit is to make sure a residential well driller doesn't try to complete the project. Will reduce to allow 100,000 lb minimum hook capacity, but prefer 125,000 lb or larger. Change specification Section 33 21 13.19, 1.2.B.1 minimum hook load capacity to 100,000 lbs.

≠ **When will project start?**

Award of contract at City Council meeting is anticipated at the end of March and signing contracts and providing bonds will take several more weeks. Construction to start about the end of April. The City will notify the Hudson Water Authority 30 days prior to construction beginning on test wells. After the meeting the City decided that they will be applying to the IEPA for a C-I “drill only” well permit. Notice to Proceed will be issued after receipt of the IEPA “drill only” permit.

≠ **Is the proposed fence size and location adequate for the work?**

The fence shown is a minimum size. The City wants all of the work area protected for employee and public safety. Temporary topsoil stockpile doesn't have to be fenced in.

≠ **Where can bentonite fluids be disposed of?**

No location was designed as part of the specifications. At the meeting the City said they would look for a location. The City has not found a location and the Contractor shall be responsible for finding a legal, appropriate location and properly disposing of the fluids. The BID does not have to state the location found, it is up to the Contractor to properly budget for this cost and no extra fee or separate allowance will be made for this. It shall be included as part of the other bid items in the contract.

≠ **Can builders risk insurance be waived with an installation floater?**

At the meeting, City stated it would ask City Legal. Final decision – builders risk insurance will not be waived.

≠ **Will the warranty bond still be required?**

At the meeting, City stated it would ask City Legal. Final decision – Yes, warranty bond is required.

≠ **What permits are needed?**

No County permit is required. Project is being treated as a test well, so no IEPA permit is required, but after the meeting the City decided that they will be applying to the IEPA for a C-I “drill only” well permit.

≠ **Anticipated well development?**

2 lb block shots are the most aggressive method foreseen. Depending on production of 1<sup>st</sup> well, the 2<sup>nd</sup> well may be smaller diameter.

Mr. Johnston reiterated that everyone must sign the “attendance” sheet if they are to be considered “present”.

After the question and answer period concluded a tour of the facility was provided with site observations and some additional questions were answered.

≠ **Do the temporary access locations have to be exactly as shown on the drawing?**

No, the location is suggested. One temporary access for each well is allowed. It may not go directly parallel over the existing water transmission mains.

≠ **Use Contractor port-a-potties, don't use public ones by boat ramp.**

≠ **There is a culvert under the plant access road that can be used to get a hose to the fire hydrant so that it doesn't get run over.**

≠ **May trees be removed or trimmed?**

Only with coordination for replacement and permission from City Arborist. It is best to avoid tree modification. Contractor shall be responsible for all costs of any tree modification impacts.

The meeting (including site tour) was adjourned at about 10:46 A.M.

**2. The requirement of an approved apprenticeship program as stated we feel is an impediment to the competitive bidding process. It is difficult to meet these requirements unless you are a union firm. Is this a requirement that the city would wave for an otherwise qualified contractor?**

No, City Council will not waive the ordinance requiring apprenticeship program participation.

**3. The 180 day completion time might be too restrictive due to the time required for the drilling and testing, and the fact that the second well cannot be started until testing from the first well is completed.**

This question was answered at the Pre-Bid meeting, see above notes.

**4. The specifications state 140,000 lb hoist capacity of the drill rig. We feel that with the well design in the specifications, that is more than required. The anticipated tool load would be less than 100,000 lbs.**

This question was answered at the pre-BID meeting, see above notes.

**5. Our bond company has requested a Bid Bond form that does not have "Sample" on it. I don't see a copy of a blank form in the bid specifications. Can you provide?**

The Bidder may use any bid bond form that is normally used.

**6. Is there a max. amount of subcontracting allowed?**

Add the following paragraph to the 00 21 00.16 BIDDER INSTRUCTIONS:

10.02 Bidder shall be required to perform with his own Work forces at least 30% of the Work, unless written consent to subcontract a greater percentage of the Work is obtained from Owner.

**7. Exhibit A includes the Pre-Bid Attendance record.**

**8. Exhibit B included the plan holders list as of January 22, 2017.**

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**PLEASE NOTE:** Failure to return the signed addendum with your sealed bid may result in disqualification.

Misty Shafer, Procurement Specialist

2/24/17

# **Exhibit A**



PROCUREMENT SERVICES  
 109 EAST OLIVE STREET  
 PO BOX 3157  
 BLOOMINGTON, IL 61702-3157  
 309.434.2330 or 309.434.2333 tel  
 309.434.2874 fax

ATTENDANCE RECORD FOR PRE-BID MEETING:

BID #2017-33

St. Peter Aquifer Test Wells 1 and 2 Project For the Water Department

DATE: February 17, 2017

TIME: 10:00 a.m.

Attendee's Name (Please Print)	Company Name	Phone Number/ Fax Number	E-mail address
Jon C. Johnston	C.O.B.	309-434-2333	jcjohnston@cityblm.org
ERIC MURNAUSKAS	BAXTER & WOODMAN	815/444-3288	emurau@skaseboxwood.com
Robert Albrecht	Albrecht Well Drilling	815-376-2811	albrecht.robert@yahoo.com
JEFF STOUHANS	WATER WELL SOLUTIONS	(262) 269-6289	jstollhans@utility.service.com
Jacob Albrecht	Albrecht Well Drilling	815-376-2811	albrecht.robert@yahoo.com
Dillon Gingsbach Scott Hebert	Gingsbach Well C.O.B.	319 400 9334 309-434-2863	dillon@gingsbachwell.com shobert@cityblm.org



PROCUREMENT SERVICES  
 109 EAST OLIVE STREET  
 PO BOX 3157  
 BLOOMINGTON, IL 61702-3157  
 309.434.2330 or 309.434.2333 tel  
 309.434.2874 fax

**ATTENDANCE RECORD FOR PRE-BID MEETING:**

**BID #2017-33**

**St. Peter Aquifer Test Wells 1 and 2 Project For the Water Department**

**DATE: February 17, 2017**

**TIME: 10:00 a.m.**

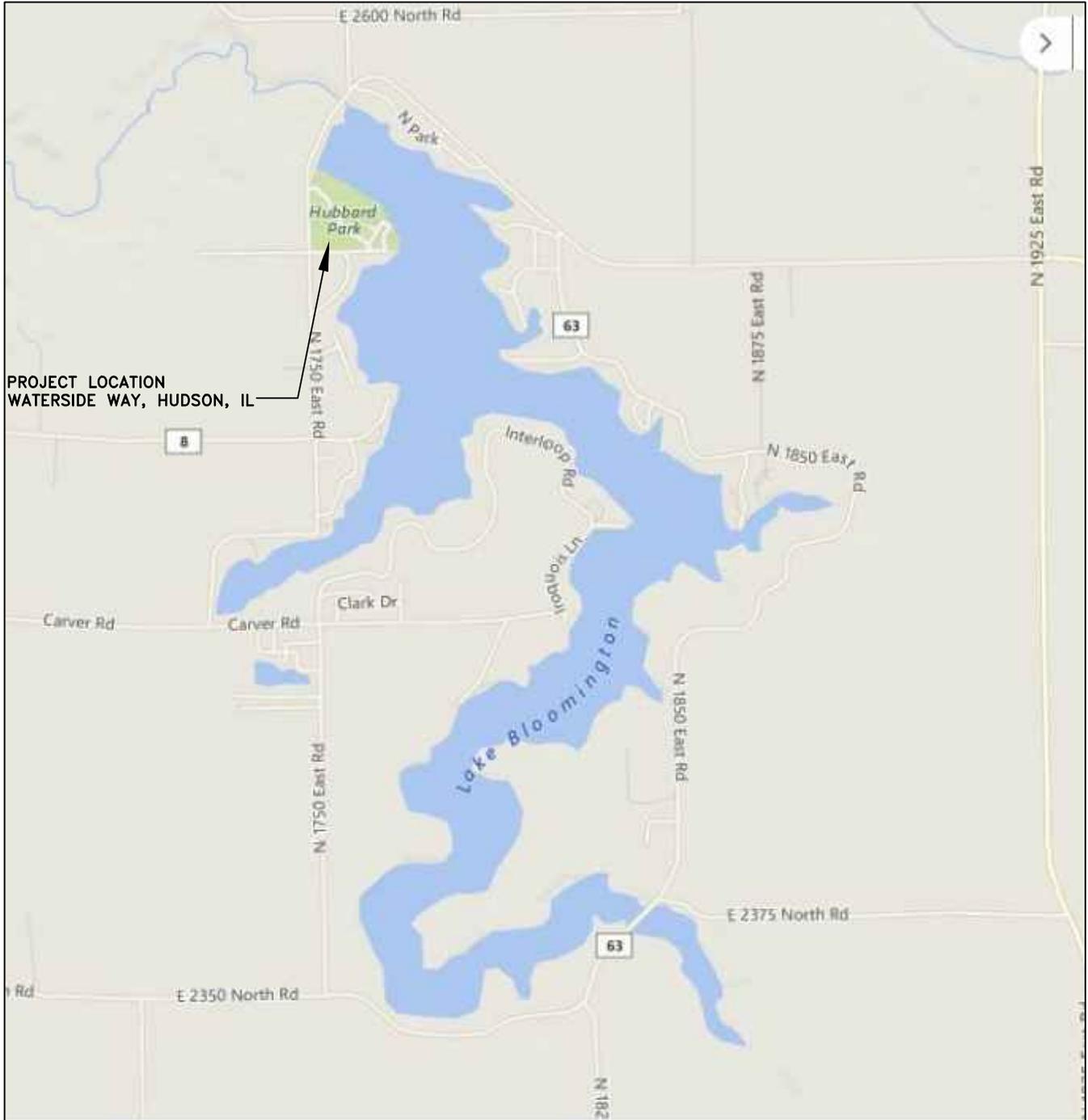
Attendee's Name (Please Print)	Company Name	Phone Number/ Fax Number	E-mail address
Kyle Brandenburg	Great Lakes Water Resources Group	815-210-6311	kbrandenburg@gwrg.com
Scott Brandenburg	Brandenburg Ward	779-875-2819	S.Brandenburg.BW6@gmail.com
Craig Auen	Municipal well & pump	630-202-1377	callen@municipalwellandpump.com
Rick Wehling	Layne Christensen	709-946-2244	Richard.Wehling@layne.com
Rick Twatt	COB	309-434-2152	rtwait@cityblm.org

# **Exhibit B**

**City of Bloomington Planholder's List**  
**Project: St. Peter Aquifer - Test Wells 1 & 2 Project**  
**City Bid No.: 2017-33**

#	Business	Contact/Name	Address	Phone #	Fax #	Email address
1	Layne Christensen Company	Kathryn Vance	721 W. Illinois Avenue, Aurora, IL 60506	630.897.6941	630.897.6976	<a href="mailto:Kathy.Vance@Layne.com">Kathy.Vance@Layne.com</a> , <a href="mailto:Tom.Healy@Layne.com">Tom.Healy@Layne.com</a>
2	CI Planroom	Krystle Tidyman	1620 S. 5th Street, Springfield, IL 62703	217-679-1077	217-544-6570	<a href="mailto:plans@ciplanroom.com">plans@ciplanroom.com</a>
3	Trimax Systems, Inc.	Paul Thurman	1221 Abrams Rd Ste 327, Richardson, TX 75801	972.672.1855	714.582.0756	<a href="mailto:PaulT@trimaxsystems.com">PaulT@trimaxsystems.com</a>
4	Cahoy Pump	Janet	24568 150th Street, Sumner, Iowa 50674	563.578.1130	563.578.1135	<a href="mailto:janet@cahoypump.com">janet@cahoypump.com</a>
5	Stark Excavating, Inc.	Erin Mool	1805 W. Washington St Bloomington, IL 61701	309-828-5034	309-829-3897	<a href="mailto:emool@starkcompanies.com">emool@starkcompanies.com</a>
6	Bodine Electric of Decatur	Jana Day	1845 N. 22nd St. Decatur, IL 62526	217-420-4270	217-420-4296	<a href="mailto:jday@BodineMail.com">jday@BodineMail.com</a>
7	Onvia	Jacqueline Sessa	509 Olive Way Seattle, WA 98101	206-373-9150		<a href="mailto:isessa@onvia.com">isessa@onvia.com</a>
8	Municipal Well and Pump	Brian Brodersen	1212 Storbeck Drive, Waupun, WI 53963	920-324-3400	920-324-3431	<a href="mailto:bbrodersen@municipalwellandpump.com">bbrodersen@municipalwellandpump.com</a>
9	SUEZ Utility Service Group	Nanette Eckley	710 Herra Street, Elburn, IL 60119	630-365-9099	630-365-9069	<a href="mailto:NEckley@UtilityService.com">NEckley@UtilityService.com</a>
10	ALBRECHT WELL DRILLING, INC.	Hanna J. Albrecht	19594 2600 North Ave. Ohio, IL 61349	815-376-2811	815-376-6012	<a href="mailto:hannajalbrecht@gmail.com">hannajalbrecht@gmail.com</a>
11	Construct Connect	Kara Pierson	3825 Edwards Rd, Ste 800, Cincinnati, OH 45209	800.364.2059 x8041	866.570.8187	<a href="mailto:Kara.Pierson@ConstructConnect.com">Kara.Pierson@ConstructConnect.com</a>
12	Brotcke Well & Pump, Inc.	Paul Brotcke	750 Merus Ct Fenton, MO 63026	636-343-3029	636-343-3773	<a href="mailto:paul@bwp-inc.com">paul@bwp-inc.com</a> , <a href="mailto:DeAnna@bwp-inc.com">DeAnna@bwp-inc.com</a>
13	Dodge Data & Analytics	Rick Morris	3315 Central Avenue Hot Springs, AR 71913	440-239-0520	400-744-4470	<a href="mailto:richard.morris@construction.com">richard.morris@construction.com</a>
14	Leggette, Brashears & Graham	John Jansen	5939 Wausaukee Road West Bend, WI 53095	239-896-0576		<a href="mailto:John.Jansen@lbgmn.com">John.Jansen@lbgmn.com</a>
15	Leggette, Brashears & Graham	Jeannie Brown	15305 N. Dallas Parkway, Suite 300, Addison, TX 75001	972.715.2049		<a href="mailto:jeanette.brown@lbgtx.com">jeanette.brown@lbgtx.com</a>
16	Dodge Data & Analytics	Adriana Cruz		951-547-4485	800-768-5594	<a href="mailto:Adriana.cruz@construction.com">Adriana.cruz@construction.com</a>
17	Great Lakes Water Resources Group	Luci Lijja	202 W Howard St Durand, IL 61024	800-552-5341	888-508-1176	<a href="mailto:Luci@glwrg.com">Luci@glwrg.com</a>
18	Illinois Prairie Electric, Inc.	Diane Kraft	2501 General Electric Bloomington, IL 61704	309-664-0162	309-664-0165	<a href="mailto:Diane@ipelec.biz">Diane@ipelec.biz</a> , <a href="mailto:Brian@ipelec.biz">Brian@ipelec.biz</a>
19	Midwest Hydro Drilling & Service, Inc.	Matt Luther	1297 Gravois St. Clair, MO 63077	636-629-2424	636-629-2450	<a href="mailto:matt@mhds.us">matt@mhds.us</a>
20	Gingerich Well & Pump Service LLC	Jill Williams	1331 Hwy 1 Kalona, IA 52247	319.656.2664	319.656.2676	<a href="mailto:Jill@gingerichwell.com">Jill@gingerichwell.com</a> , <a href="mailto:Klint@gingerichwell.com">Klint@gingerichwell.com</a>





PROJECT LOCATION  
WATERSIDE WAY, HUDSON, IL



CITY OF BLOOMINGTON, ILLINOIS  
ST. PETER AQUIFER  
TEST WELLS 1 & 2  
  
PROJECT LOCATION

DESIGNED BY EJM	SCALE AS NOTED
DRAWN BY MAB	PROJECT NO. 160513
CHECKED BY EJM	SHEET NO.
DATE 01/16/17	1 OF 3



**Legend**

- Abandoned Water Main
- Active Water Main



CITY OF BLOOMINGTON, ILLINOIS  
 ST. PETER AQUIFER  
 TEST WELLS 1 & 2

SITE LAYOUT

DESIGNED BY EJM	SCALE AS NOTED
DRAWN BY MAB	PROJECT NO. 160513
CHECKED BY EJM	SHEET NO.
DATE 01/16/17	2 OF 3



## CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: September 10, 2018

**SPONSORING DEPARTMENT:** Library

**SUBJECT:** Consideration of an Ordinance amending the Fiscal Year 2019 Library Fixed Asset Budget, in the amount of \$139,117 for revenues (Use of Fund Balance) and \$139,117 for expenses, for a replacement ILS and associated server costs, for a replacement ILS and associated server costs, as requested by the Library.

**RECOMMENDATION/MOTION:** Recommend the Ordinance amending the FY 2019 Library Fixed Asset Budget be approved, in the amount of \$139,117 for revenues (Use of Fund Balance) and \$139,117 for expenses, for a replacement ILS and associated server costs, and the Mayor and the City Clerk be authorized to execute the necessary documents.

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

**STRATEGIC PLAN SIGNIFICANCE:** Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service; Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents.

**BACKGROUND:** Libraries use Integrated Library Systems (ILS) to manage and provide access to resources. Following a competitive bid process, the Library Board negotiated a contract with Innovative Interfaces, Inc. for their Polaris product. The Library believes that this product will better serve the Library staff, customers, and community.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** While this project was not reflected in the original FY 2019 Library Fixed Asset Budget, the Library has set aside funds in anticipation of a replacement ILS and associated server costs. As of July 31, 2018, the Library Fixed Asset Fund Balance was \$1,144,800.15. A budget amendment is requested for \$139,117 for the Library Fixed Asset-Use of Fund Balance account (23203200-40000) and for an increase of \$139,117 in the Library Fixed Asset-Office & Computer Equipment account (23203200-72120) to cover the cost of the additional expense.

See the attached exhibit for additional details on the Library Fixed Asset Budget & corresponding Budget Amendment if approved by City Council.

**COMMUNITY DEVELOPMENT IMPACT:** N/A

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

Respectfully submitted for Council consideration.

Prepared By: Jeanne Hamilton, Library Director

Reviewed By: Kathy Jeakins, Library Business Manager

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

Water/Community Dev. Review By: Bob Mahrt, Community Development Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason  
City Manager

**Attachments:**

- Ordinance
- Exhibit – Library Fixed Asset Budget Amendment

**ORDINANCE NO. 2018 – \_\_\_\_**

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE  
FOR THE FISCAL YEAR ENDING APRIL 30, 2019**

WHEREAS, on April 9, 2018 by Ordinance Number 2018-23, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2019, which Ordinance was approved by Mayor Tari Renner on April 10, 2018; and

WHEREAS, a Budget Amendment is needed as detailed below;

A budget amendment is requested for \$139,117 in revenue for the Library Fixed Asset Fund Balance account and for an increase of \$139,117 in the Library Fixed Asset Office & Computer Equipment expense line item.

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

Section One: Ordinance Number 2018- 23 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2019) is further hereby amended by modifying following line item amounts presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2018-23 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2018-23.

Section Three: This Ordinance shall be in full force and effect upon its passage and approval.

PASSED this 10th day of September 2018.

APPROVED this \_\_\_\_ day of September 2018.

**CITY OF BLOOMINGTON:**

**ATTEST:**

\_\_\_\_\_  
Tari Renner, Mayor

\_\_\_\_\_  
Cherry L. Lawson, C.M.C., City Clerk

LIBRARY  
 FIXED ASSET BUDGET  
 FISCAL YEAR 2018-2019  
 Budget Amendment 19-01

Account Number	Account Title	Approved Budget	Proposed Budget Increase	Amended Budget Amount
56010	Interest from Investments	5,000		5,000
57114	Sale of Equipment	-		-
57310	Donations	-		-
57350	Other Private Grants	-		-
85231	From M & O	-		-
40000	From Fixed Asset Fund Balance	25,000	139,117	164,117
	Total Revenues	30,000	139,117	169,117
72110	Office Furniture	20,000		20,000
72120	Office & Computer Equipment	10,000	139,117	149,117
72130	Licensed Vehicles	-		-
72140	Equip Other Than Office	-		-
72520	Buildings	-		-
72620	Other Cap Improvements	-		-
	Total Expenses	30,000	139,117	169,117
	Total Revenues	30,000	139,117	169,117
	Rev Over Exp (Surplus)	-	-	-



## CONSENT AGENDA ITEM NO. 7G

FOR COUNCIL: September 10, 2018

**SPONSORING DEPARTMENT:** Public Works

**SUBJECT:** Consideration of an Ordinance providing for the Vacation of a No Access Easement lying within the Hershey Plaza Subdivision, so that the owner of the subject property, can prepare for an entrance from Hershey Road to allow a Hershey Road address, as requested by the Public Works Department.

**RECOMMENDATION/MOTION:** The Ordinance providing for the Vacation of a No Access Easement lying within the Hershey Plaza Subdivision be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

**STRATEGIC PLAN LINK:** Goal 3. Grow the Local Economy.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 3e. Strong working relationship among the City, businesses, economic development organizations.

**BACKGROUND:** Public Works is recommending an ordinance that will provide for the vacation of a no access easement within the Hershey Plaza Subdivision. The easement vacation plat is a result of petitions from Robert Dobski, owner of Lot 2, to install a driveway and obtain a Hershey Road address for the property.

The Subject Easement Vacation Plat consists of a part of Lot 2 (please see next page for property location). The easement is designated as a no access easement, because Hershey Road used to be a four-lane road with no center lane. A driveway would not be permitted on a four-lane road with no center lane. However, as this portion of Hershey Road is a four-lane road with a center lane, a driveway is considered to be acceptable. It complies with City engineering standards (Manual of Practice and Chapter 24 of City Code), and City staff has no objections to the plan.



**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Robert Dobski, owner of the subject property.

**FINANCIAL IMPACT:** There will be no financial impact to the City. The property owner paid for all survey and plat costs.

**COMMUNITY DEVELOPMENT IMPACT:** N/A

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

Respectfully submitted for Council consideration.

Prepared By: Anthony J. Meizelis PE, Civil Engineer  
Michael Hill, Miscellaneous Technical Assistant

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

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

Water/Community Dev. Review By: Bob Mahrt, Community Development Director

Legal Review By: George Boyle, Assistant Corporation Counsel

Recommended by:



Tim Gleason  
City Manager

**Attachments:**

- Ordinance and Legal Description
- Easement Vacation Petition
- Easement Plat

**ORDINANCE NO. 2018 - \_\_\_\_**

**AN ORDINANCE PROVIDING FOR  
THE VACATION OF A NO ACCESS EASEMENT LYING WITHIN  
HERSHEY PLAZA SUBDIVISION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting the vacation of a no access easement lying within Hershey Plaza Subdivision, legally described in Exhibit A, attached hereto and made a part hereof by this reference; and

WHEREAS, said petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided; and

WHEREAS, the City Council of said City has the power to pass this Ordinance and grant said vacation; and

WHEREAS, it is reasonable and proper to vacate said no access easement as requested in this case.

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 no access easement vacation as shown on the easement vacation plat of part of Lot 2 in Hershey Plaza Subdivision dated August 24, 2018, is hereby vacated.

**SECTION 3.** This Ordinance shall be effective immediately after its passage and approval.

**SECTION 4.** 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 10<sup>th</sup> day of September 2018.

APPROVED this \_\_\_\_ day of September 2018.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Tari Renner, Mayor

\_\_\_\_\_  
Cherry L. Lawson, C.M.C., City Clerk

Exhibit A

Legal Description

A Part of Lot 2 in Hershey Plaza Subdivision 2<sup>nd</sup> Addition in the N.W.  $\frac{1}{4}$  Sec. 1, T.23N, R2E, 3 P.M.  
City of Bloomington, McLean County, Illinois

Lot 2 P.I.N. #21-01-153-003

APPROVAL OF VACATION

Date Rec'd: 8/24/18  
Council Date: \_\_\_\_\_

PETITION FOR VACATION OF:

No access easement

LOCATION: Hershey Plaza Subdivision - 2nd Addition

PETITIONER: Russell Arbuckle ATTORNEY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE NUMBER: (309) 663-7111

DOCUMENTS SUBMITTED: Check if Yes

Petition	<u>X</u>	Utility Letters	<u>N/A</u>
Ordinance	_____	2 Mylars & 15 Prints	<u>X</u> will need to request additional
Legal Description	<u>X</u> on map	Filing Fee Paid (\$24.00)	<u>X</u>
Documents on Disk	_____		

\*\*\*\*\*

Development/Staff Mtg \_\_\_\_\_ Planning Commission \_\_\_\_\_

Date Notice sent to Pantagraph \_\_\_\_\_ (7 day notice)

Publication (date) \_\_\_\_\_ Publication Fee of \$ \_\_\_\_\_ Billed \_\_\_\_\_ Paid \_\_\_\_\_

City Council Mtg (date) \_\_\_\_\_ Picked up by Petitioner for Recording \_\_\_\_\_

NOTES: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

PETITION FOR VACATION OF

No ACCESS EASEMENT

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF MCLEAN )

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

Now come(s) RUSSELL ARBUCKLE, ARCHITECT ON BEHALF OF ROBERT DOBSKI, hereinafter referred to as your Petitioner(s), respectfully representing and requesting as follows:

1. That your Petitioner(s) is (are) interested as OWNER'S AGENT in the premises hereinafter described in Exhibit(s) VC-1 attached hereto and made a part hereof by this reference;
2. That your Petitioner(s) seek(s) approval of the vacation of No ACCESS EASEMENT adjacent to said premises;
3. That said vacation of No ACCESS EASEMENT is reasonable and proper because such No ACCESS EASEMENT is not needed for public right-of-way by said City, ~~its only use being the location of existing or proposed utilities.~~

WHEREFORE, your Petitioner(s) pray(s) that No ACCESS EASEMENT be vacated with such reservation of utility easements as may seem proper.

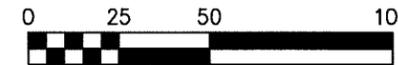
Respectfully submitted,

By: RUSSELL T. ARBUCKLE, ARCHITECT  
EA ARCHITECTURE & DESIGN, INC  
2916 E. WASHINGTON, C3  
BLOOMINGTON, ILLINOIS 61704

# NO ACCESS EASEMENT RELEASE PLAT

A PART OF LOT 2 IN  
 HERSHEY PLAZA SUBDIVISION 2ND ADDITION  
 IN THE N.W. 1/4 SEC. 1, T.23N, R2E, 3 P.M.  
 CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS.

NORTH



SCALE IN FEET

## LEGEND

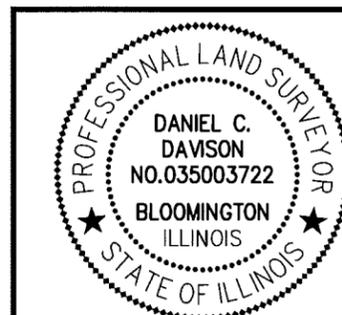
- 00' MEASURED DISTANCE
- SUBDIVISION BOUNDARY
- RIGHT-OF-WAY LINE
- EASEMENT LINE - EXISTING
- 5' NO ACCESS EASEMENT TO BE RELEASED
- 5' NO ACCESS EASEMENT - EXISTING

### NOTES:

1. BEARINGS ARE BASED ON ILLINOIS VRS ZONE ILLINOIS EAST.
2. LOT 2 P.I.N. # 21-01-153-003

## NO ACCESS EASEMENT RELEASE DESCRIPTION

A PART OF LOT 2 IN HERSHEY PLAZA SUBDIVISION 2ND ADDITION IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN THE CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 00 DEGREES 00 MINUTES 47 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 2, LINE ALSO BEING THE EAST RIGHT-OF-WAY LINE OF HERSHEY ROAD, A DISTANCE OF 181.50 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 47 SECONDS WEST ALONG THE SAID WEST LINE OF LOT 2, LINE ALSO BEING THE EAST RIGHT-OF-WAY LINE OF HERSHEY ROAD, A DISTANCE OF 20.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 13 SECONDS EAST A DISTANCE OF 5.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 47 SECONDS EAST AND PARALLEL WITH THE SAID WEST LINE OF LOT 2 A DISTANCE OF 20.00 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 13 SECONDS WEST A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING. SAID DESCRIBED EASEMENT CONTAINS 100 SQUARE FEET MORE OR LESS.



FIRM REGISTRATION #184-000214

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF ILLINOIS.

SIGNATURE: *Daniel C. Davison*

NAME: DANIEL C. DAVISON

DATE: 8/24/2018

LICENSE EXPIRES: 11/30/2018

PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: VC-1

NO ACCESS EASEMENT RELEASE PLAT  
 LOT 2 HERSHEY PLAZA SUBDIVISION 2ND ADDITION

DATE	SCALE	FIELD BOOK	REVISION
08-24-2018	1"=50'	JAB	DCD

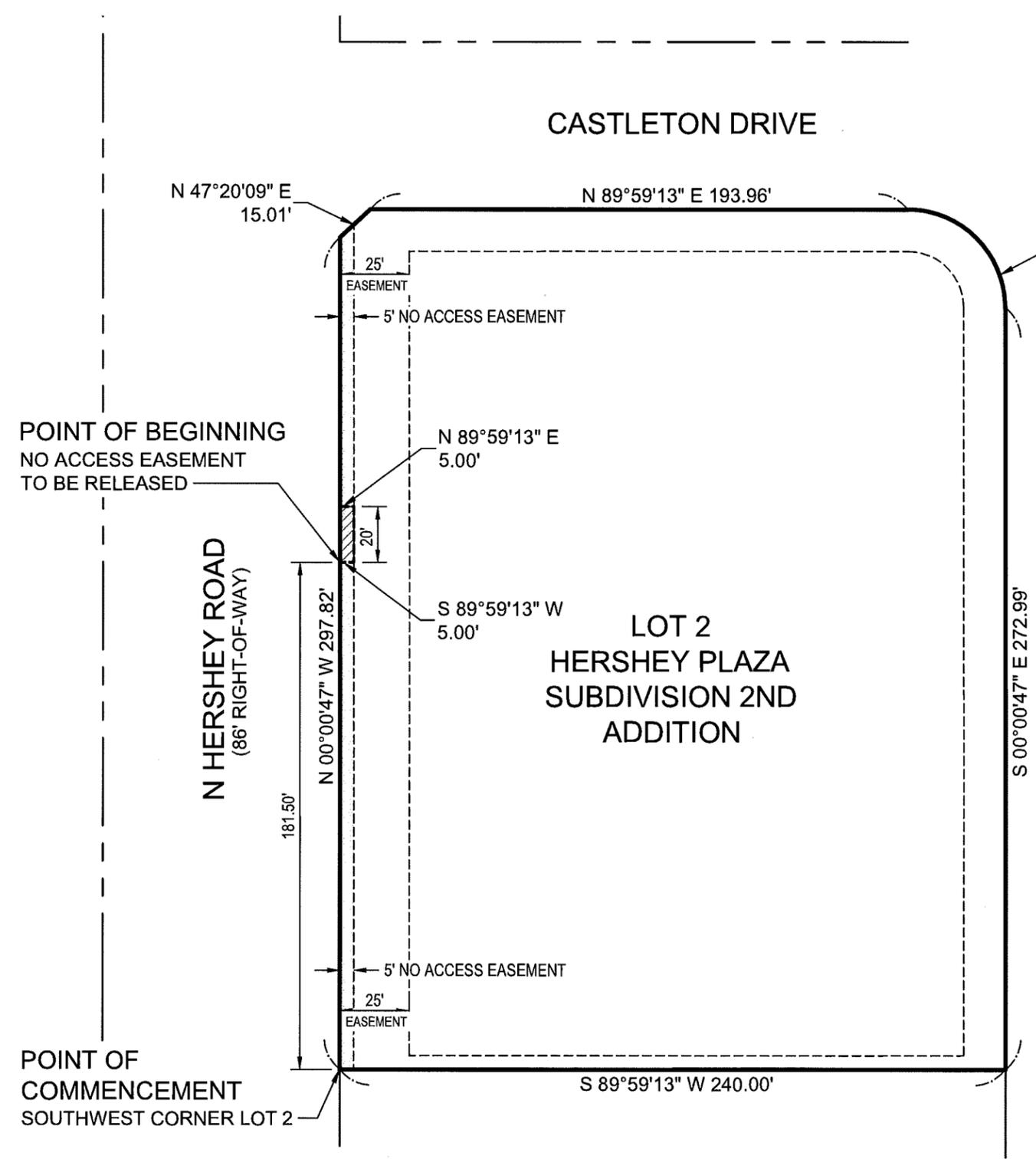
PROJECT NO.  
6181220

SHEET NO.  
VC-1

**SHIVE-HATTERY**  
 ARCHITECTURE + ENGINEERING  
 2103 Eastland Drive | Bloomington, Illinois 61704  
 309.662.8992 | www.shive-hattery.com  
 Iowa | Illinois | Indiana | Illinois Firm Number: 184-000214

8/24/2018 11:32:49 AM

P:\Projects\181220\Deliverables\Drawings\SURVEY\VC-ROB DOB-ACCESS.dwg





## CONSENT AGENDA ITEM NO. 7H

FOR COUNCIL: September 10, 2018

**SPONSORING DEPARTMENT:** Community Development - Office of Grants Administration

**SUBJECT:** Consideration of an Ordinance amending the Fiscal Year 2019 Budget, in the amount of \$83,253.51, to adjust the Illinois Housing Development Authority Abandoned Property Program fund, as requested by the Community Development Department.

**RECOMMENDATION/MOTION:** The Ordinance amending the Fiscal Year 2019 Budget in the amount of \$83,253.51 to adjust the Illinois Housing Development Authority Abandoned Property Program fund be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

**BACKGROUND:** During Fiscal Year 2018, the City received a grant award for Round two (2) of the Illinois Housing Development Authority's Abandoned Property Program in the amount of \$75,000. Funding through this grant allows the City to secure and maintain abandoned properties through eligible activities such as mowing, trash removal, boarding up doors and windows, tree removal and fencing when necessary. Funds can also be utilized to demolish structures that are not eligible for demolition under the Community Development Block Grant.

Each round of the Abandoned Property Program (APP) operates on a two (2) year funding cycle. When creating the Fiscal Year 2019 program budget, staff estimated \$22,000 from the Round two (2) APP grant funding would remain unspent from 2018 and would carry forward to 2019. Due to a variety of factors, including a late start to the 2018 mowing season, fewer new properties were added than anticipated which delayed demolition activity. The actual amount of unspent funds for fiscal year 2018 was \$45,253.51. Staff is requesting the additional \$23,253.51 be added to the fiscal year 2019 budget so that it can be utilized in the final year of the Round two (2) funding cycle. There is no additional cost to the City, as the revenue fund will be increased by \$23,253.51.

On May 29, 2018, Council adopted Resolution No. 2018-32 authorizing the Mayor to sign and the City Clerk to execute the funding agreement for Round three (3) of the Abandoned Property Program in the amount of \$60,000. In addition to the fiscal year 2018 carry-forward funding, staff is requesting the \$60,000 be added to the City's budget so that Round three (3) funds are available for use. There is no additional cost to the City, as the revenue fund will be increased by the same amount.

In total, both expenses and revenues in the Illinois Housing Development Authority Abandoned Property Program fund will be increased by \$83,253.51 for a total of \$105,253.51 available for maintenance and demolition activities at eligible vacant and abandoned properties in Bloomington. See Exhibit 1.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** Failure to approve the proposed budget amendment will result in the loss of \$23,253.51 in Round two (2) Abandoned Property Program funding and delay the City's use of \$60,000 in Round 3 funding until Fiscal Year 2020. The amendment increases both the expense and revenue funds by equal amounts so there is no additional cost to the City.

The revenue account (22502520-53110-56000) will increase by \$83,253.51. The IHDA APP Demolition expense account (22502520-70651-56000) will increase by \$50,000 and the IHDA APP Other Purchased Service account (22502520-70690-56000) will increase by \$33,253.51. Stakeholders can locate the IHDA APP Budget in the FY 2019 Budget Book titled "Other Funds & Capital Improvement" on page 29.

**COMMUNITY DEVELOPMENT IMPACT:** The Abandoned Property Program grant funds allow the City to maintain and secure vacant and abandoned properties without burdening the City General Fund. The grant funds also allow for the removal of blighted properties through demolition and clearance.

**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 Analyst  
Scott Rathbun, Finance Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason  
City Manager

**Attachments:**

- Ordinance
- Exhibit
- Attachment – Item 7E from May 29, 2018 - Original Council Memo & Resolution 2018-32

**ORDINANCE NO. 2018 – \_\_\_\_**

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE  
FOR THE FISCAL YEAR ENDING APRIL 30, 2019**

WHEREAS, on April 9, 2018 by Ordinance Number 2018-23, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2019, which Ordinance was approved by Mayor Tari Renner on April, 10, 2018; and

WHEREAS, a Budget Amendment is needed as detailed below;

Amending the Fiscal Year 2019 Budget in the amount of \$83,253.51 to adjust the Illinois Housing Development Authority Abandoned Property Program fund, as requested by the Community Development Department.

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

Section One: Ordinance Number 2018- 23 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2019) is further hereby amended by inserting the following line item and amount presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2018-23 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2018-23

Section Three: This Ordinance shall be in full force and effect upon its passage and approval.

PASSED this 10<sup>th</sup> day of September 2018.

APPROVED this \_\_\_\_ day of September 2018.

**CITY OF BLOOMINGTON:**

**ATTEST:**

\_\_\_\_\_  
Tari Renner, Mayor

\_\_\_\_\_  
Cherry L. Lawson, C.M.C., City Clerk

**FY 2019 Budget Amendment-Exhibit**

<b>Account #</b>	<b>Fund</b>	<b>Account Description</b>	<b>Amount</b>	<b>Comments</b>
22502520-53110-56000	IHDA APP	Federal Grants	\$ (83,253.51)	
22502520-70651-56000	IHDA APP	Demolition	\$ 50,000.00	
22502520-70690-56000	IHDA APP	Other Purchased Services	\$ 33,253.51	
		<b>Net Transaction:</b>	<b>\$ -</b>	



**CONSENT AGENDA ITEM NO. 7E**

**FOR COUNCIL:** May 29, 2018

**SPONSORING DEPARTMENT:** Community Development – Office of Grants Administration

**SUBJECT:** Consideration of a Resolution approving a Grant Agreement for the Illinois Housing Development Authority’s Abandoned Property Program (APP), in the amount of \$60,000, as requested by Community Development – Office of Grants Administration.

**RECOMMENDATION/MOTION:** The Resolution approving a Grant Agreement for the Illinois Housing Development Authority’s Abandoned Property Program (APP) in the amount of \$60,000 be approved, and the Mayor and City Clerk be authorized to execute all necessary documents.

**STRATEGIC PLAN LINK:** Goal #4 – Strong Neighborhoods

**STRATEGIC PLAN SIGNIFICANCE:** Objective B – Upgraded quality of older housing stock; Objective C – Preservation of property/home valuations.

**BACKGROUND:** The City has a history of participating in various IHDA grant programs such as the Abandoned Property Program (APP). The City has received grant awards through two previous rounds of the APP program totaling more than \$125,000. The current award provides an additional \$60,000 in funding. Through this program, the City is able to support demolition and property maintenance activities at abandoned properties within the corporate limits of Bloomington. Round 2 funding has supported eligible activities at nearly 20 properties around the City. Eligible activities include but are not limited to mowing and debris cleanup, securing properties (board ups) and demolitions.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** Abandoned Property Program funds offset General Fund dollars that would have to be spent on property maintenance of abandoned properties such as mowing, weed abatement, securing the property and demolition. Failure to submit the application will result in the loss of \$60,000 in funding. Grant funding will be deposited in the IHDA Grants Fund, Fed Grants account (22502520-53110-56000). Funds will be spent out of the same fund with expense accounts to be determined as needed. Stakeholders can locate these accounts in the FY Proposed 2019 Budget Book titled “Other Funds & Capital Improvement” on page 24.

**COMMUNITY DEVELOPMENT IMPACT:** The additional funds will assist Community Development in reaching its 5-year Strategic Goals for both the Homeowner Rehabilitation and Demolition Programs.

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

Respectfully submitted for Council consideration.

Prepared by: Jennifer Toney, Grants Coordinator

Reviewed by: Bob Mahrt, Community Development Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Scott Rathbun, Interim Finance Director

Community Development review by: Bob Mahrt, Community Development Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen  
Interim City Manager

**Attachments:**

- CD 1B – GRANT AGREEMENT - IHDA APP – 052918
- CD 1C – RESOLUTION - IHDA APP – 052918
- CD 1D - CERTIFICATE OF INCUMBENCY - IHDA APP PROGRAM - 052918

**RESOLUTION NO. 2018 - 32**

**A CORPORATE RESOLUTION ACCEPTING A GRANT FROM THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY'S ABANDONED RESIDENTIAL PROPERTY MUNICIPAL RELIEF PROGRAM**

**WHEREAS**, the City of Bloomington (the "Sponsor") has been awarded a grant (the "Grant") from the Illinois Housing Development Authority (the "Authority") program administrator of the Abandoned Residential Property Municipal Relief Program (the "Program"), for the State of Illinois, in the amount of Sixty Thousand and N0/100 dollars, as that Program is authorized by Section 7.31 of the Illinois Housing Development Act, 20 ILCS 3805/1 et seq. and the rules promulgated under the Act codified at 47 Ill. Adm. Code 381, as may be amended from time to time.

**THEREFORE BE IT RESOLVED**, that the Sponsor shall enter into the Agreement with the Authority wherein the Authority agrees to make the Grant to the Sponsor, which shall be used by the Sponsor to assist with the maintenance and demolition of abandoned properties within the Recipient's area, all in accordance with the terms and conditions set forth in the Agreement.

**FURTHER RESOLVED**, that the Mayor of the Sponsor and the City Clerk of the Sponsor are hereby authorized and empowered to execute and deliver in the name of or on behalf of the Sponsor the Agreement and any and all amendments, modifications and supplements thereto, and to execute and deliver such additional documents, instruments and certificates, as may be necessary or desirable for the Sponsor to perform it's obligations under the Agreement.

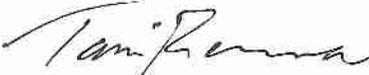
**FURTHER RESOLVED**, that the Mayor and the City Clerk be and hereby are authorized and directed to take such additional actions, to make further determinations, to pay such costs and to execute and deliver such additional instruments (including any amendments, Agreements or supplements) as he or she deems necessary or appropriate to carry into effect the foregoing resolutions.

**FURTHER RESOLVE**, that the Sponsor hereby ratifies, authorizes and confirms and approves all documents and instruments executed in connection with the Grant and the Agreement, including those acts taken prior to the date hereof.

(Signature page follows)

PASSED BY THE CITY OF BLOOMINGTON'S CITY COUNCIL, STATE OF ILLINOIS  
AND APPROVED BY ITS MAYOR THIS 29<sup>th</sup> DAY OF MAY 2018.

**CITY OF BLOOMINGTON**



\_\_\_\_\_  
Tari Renner, Mayor

**ATTEST**



\_\_\_\_\_  
Cherry L. Lawson, City Clerk



**CONSENT AGENDA ITEM NO. 7I**

FOR COUNCIL: September 10, 2018

**SPONSORING DEPARTMENT:** City Clerk's Office

**SUBJECT:** Consideration of an Ordinance Suspending Portions of Section 26(d) of Chapter 6 and Section 701 of Chapter 31 of the Bloomington City Code to allow Possession of Open Alcohol on Public Property during the ZooDo to be held at Miller Park Zoo and Pavilion on September 15, 2018 from 4:30 p.m. to 10:00 p.m., as requested by the City Clerk's Office.

**RECOMMENDATION/MOTION:** The Ordinance Suspending Portions of Section 26(d) of Chapter 6 and Section 701 of Chapter 31 of the Bloomington City Code to allow Possession of Open Alcohol on Public Property during the ZooDo to be held at Miller Park Zoo and Pavilion on September 15, 2018 from 4:30 p.m. to 10:00 p.m. be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

**BACKGROUND:** Each year, the Miller Park Zoological Society holds a fundraiser to raise funds for Miller Park Zoo. This will be the 11<sup>th</sup> Annual ZooDo. Staff has been informed by representatives of the Society that this year Baxter's American Grille will be providing the bar service. There has never been any issues or problems with this event in the past. Depending upon the weather, this year's event may include alcohol service at the zoo as well as at the Miller Park Pavilion.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Miller Park Zoological Society

**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:

Ashley Lara, Legislative Assistant

Reviewed By:

Cherry L. Lawson, City Clerk

Legal Review By:

George D. Boyle, Assistant Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read 'T. Gleason', with a stylized flourish at the end.

Tim Gleason  
City Manager

**Attachments:**

- Ordinance
- Secondary Premise (SA) Application

**ORDINANCE NO. 2018 – \_\_\_\_**

**AN ORDINANCE SUSPENDING PORTIONS OF SECTION 26(d) OF CHAPTER 6 AND SECTION 701 OF CHAPTER 31 OF THE BLOOMINGTON CITY CODE TO ALLOW POSSESSION OF OPEN ALCOHOL ON PUBLIC PROPERTY DURING THE ZODO TO BE HELD AT MILLER PARK ZOO AND PAVILION**

WHEREAS, the Miller Park Zoological Society will hold a ZooDo at Miller Park Zoo and Pavilion on September 15, 2018 from 4:30 p.m. to 10:00 p.m.; and

WHEREAS, the Miller Park Zoological Society requested permission to allow sales and consumption of alcohol during the ZooDo, its' 11<sup>th</sup> Annual Gala; and

WHEREAS, in order to allow possession of alcohol at this event, Section 26(d) of Chapter 6 of the Bloomington City Code prohibiting the possession of open containers of alcohol on public property and Section 701 of Chapter 31 of the Bloomington City Code prohibiting alcohol within Miller Park Zoo and Pavilion, must be suspended.

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

Section 1: That Section 26(d) of Chapter 6 and Section 701 of Chapter 31 of the Bloomington City Code, 1960, as amended, are suspended on September 15, 2018 between the hours 4:30 p.m. and 10:00 p.m. at the Miller Park Zoo, the Miller Park Pavilion, and the road between the two locations. This suspension shall be effective only as to persons inside the designated areas and traveling between the designated areas with alcohol purchased from the event vendor.

Section 2: Except for the date, times and locations set forth in Section 1 of this Ordinance, Section 26(d) of Chapter 6 and Section 701 of Chapter 31 of the Bloomington City Code, 1960, as amended, shall remain in full force and effect. Nothing in this ordinance shall be interpreted as repealing said Section 26(d) and Section 701.

Section 3: This Ordinance shall be effective immediately upon its passage and approval.

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

PASSED this 10<sup>th</sup> day of September 2018.

APPROVED this \_\_\_\_ day of September 2018.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Tari Renner, Mayor

\_\_\_\_\_  
Cherry L. Lawson, C.M.C., City Clerk



CITY OF  
**Bloomington**  
ILLINOIS

**APPLICATION FOR CLASS  
"SA/SB" SECONDARY PREMISES  
LIQUOR LICENSE**

**Check Appropriate Class:**

SB (Beer & Wine Only)

SA (All types of Alcohol)

**REQUESTER INFORMATION**

Name of Person Requesting License: Rodney Burchett Contact number: [REDACTED]  
Address: [REDACTED] City/State: Bloomington, IL Zip Code: [REDACTED]

**BUSINESS INFORMATION**

Corporation/LLC Name (if applicable): Penalty Box LLC  
D/B/A: Busters American Grille  
Type of License currently held: Restaurant, All types, with package sales, Sunday Sales *RAIDS*

**EVENT INFORMATION**

Where will the Secondary Premises Liquor License will be used:	Date(s) on which the Secondary Premises Liquor License will be used:
Address: <u>1020 S. Morris Avenue</u>	1. <u>04/15/18, Saturday</u>
City/State: <u>Bloomington, IL</u>	2. _____
Zip Code: <u>61701</u>	3. _____

Hours during which liquor will be sold: 4:45 - 9 pm

Description of the activity or event in connection with which the Secondary Premises Liquor License will be used: Miller Park Zoo annual ZooGo event

Estimated number of persons expected to attend: 300

Description of the proposed procedures for handling the following:

A. Crowd control: Miller Park will be providing security if necessary

B. Identification check: Barenders will be checking all ID's, wristbands when buying drinks

The following shall be provided at the time of application submission:

- A. Proof of Dram Shop Insurance Policy showing coverage for the event with the following in the description field: date, location, and time. *The City of Bloomington must be listed as the Certificate Holder.*
- B. The license fee is **non-refundable**, \$100 for the first day and \$50 for each additional up to a maximum of \$500.

Submit completed application to the City Clerk *not less than 15 days prior to the date(s)* on which the license is requested for.

The undersigned, being first duly sworn, affirms that all matters and things set out on this application are true and correct, and that all items enumerated on this application will be complied with.

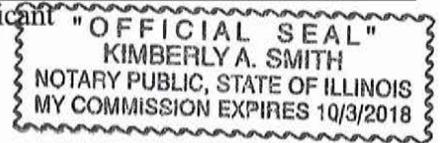
**MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC**

Rodney W Berchett

Printed Name of Applicant

[Redacted Signature]

Signature of Applicant



Subscribed and sworn to before me this 28<sup>th</sup> day of August, 2018.

My commission expires: 10/3/2018

[Signature]  
Notary Public

**FOR OFFICE USE ONLY**

08.29.18 Date Received/Paid  
020141 Receipt #  
8036 Check # (if applicable)  
alara Staff Initials  
✓ DRAM Received

**APPROVED:**

[Signature]  
Tari Renner, Mayor

**DENIED:**

*Reason for Denial:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/27/2018

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

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

<b>PRODUCER</b> Mid-America Insurance Services, Inc. 321 Susan Drive, Suite C P.O. Box 8 Normal IL 61761-0008		<b>CONTACT NAME:</b> Laura Garrett <b>PHONE (A/C, No, Ext):</b> (309) 454-3667 <b>E-MAIL ADDRESS:</b> lgarrett@midamericainsurance.com		<b>FAX (A/C, No):</b> (309) 888-4209	
<b>INSURED</b> Penalty Box Restaurants, LLC, DBA: Baxter's American Grille 3212 E Empire Street Bloomington IL 61704		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Frankenmuth Insurance		<b>NAIC #</b> [REDACTED]	
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

**COVERAGES****CERTIFICATE NUMBER:** [REDACTED]**REVISION NUMBER:** [REDACTED]

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			[REDACTED]	06/16/2018	06/16/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			[REDACTED]	06/16/2018	06/16/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			[REDACTED]	06/16/2018	06/16/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	[REDACTED]	06/16/2018	06/16/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability			[REDACTED]	06/16/2018	06/16/2019	Aggregate Limit \$1,000,000

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

RE: Saturday, September 15th, 2018 at Miller Park Zoo 1020 S Morris Avenue, Bloomington, IL 61701 from 4:45PM until 9:00PM.

**CERTIFICATE HOLDER****CANCELLATION**

City of Bloomington 109 E. Olive Street  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 
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.



## CONSENT AGENDA ITEM NO. 7J

FOR COUNCIL: September 10, 2018

**SPONSORING DEPARTMENT:** City Clerk's Office

**SUBJECT:** Consideration of an application of the Bloomington Normal Sunrise Rotary for an LB (Limited Beer and Wine) liquor license, which would allow the sale of beer and wine by the glass for consumption on the premises for an event at Union Park (G.E. Park), located at 1750 G.E. Road, on October 21, 2018 from 12 p.m. to 3:30 p.m., as requested by the City Clerk's Office.

**RECOMMENDATION/MOTION:** The application of the Bloomington Normal Sunrise Rotary for an LB (Limited Beer and Wine) liquor license, which would allow the sale of beer and wine by the glass for consumption on the premises for an event at Union Park (G.E. Park), located at 1750 G.E. Road, on October 21, 2018 from 12 p.m. to 3:30 p.m., be approved contingent upon compliance with all health and safety codes.

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

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

**BACKGROUND:** Bloomington Liquor Commissioner Tari Renner called a Public Hearing on August 14, 2018, on the application of the Bloomington Normal Sunrise Rotary for an LB (Limited Beer and Wine) liquor license, which would allow the sale of beer and wine by the glass for consumption on the premises for an event at Union Park (G.E. Park), located at 1750 G.E. Road, on October 21, 2018 from 12 p.m. to 3:30 p.m.

Present were: Commissioners Tari Renner, Lindsey Powell, and Jack Bataoel. Staff Present: George Boyle, Assistant Corporation Counsel, Asst. Police Chief Greg Scott, Bob Mahrt, Community Development Director and Ashley Lara, Legislative Assistant.

Commissioner Powell recused herself due to being a member of the Bloomington-Normal Sunrise Rotary.

Miles Bardell, Board Member of the Bloomington-Normal Sunrise Rotary Club, spoke on behalf of the request. Commissioner Renner asked if Mr. Bardell could state his address for the record. Mr. Bardell said their official address is their post office box, which is 5905, Bloomington, 61702.

Commissioner Renner asked Mr. Bardell if this event is consistent with what they've done in the past. Mr. Bardell replied that it's the exact same as the event that they had last year. He said they don't anticipate any changes other than, hopefully, they'll have more runners running the race, but other than that, no expected changes.

Commissioner Renner opened the floor to Commissioner Bataoel, who said he doesn't have any questions on it. Commissioner Renner opened the floor to Mr. Boyle, who said we haven't had any issues with this. Commissioner Renner asked if there was anyone in the audience who would wish to speak against this, as this is a public hearing and no one spoke.

Commissioner Renner directed the Clerk to call the roll:

Ayes: Commissioners Renner, Bataoel.

Nays: None.

Motion carried.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The Agenda for the August 14, 2018 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

**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: Ashley Lara, Legislative Assistant

Reviewed By: Cherry L. Lawson, City Clerk

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

Recommended by:



Tim Gleason  
City Manager

**Attachments:**

- Application
- Public Hearing Notice



*City Clerk*  
CITY OF  
**Bloomington**  
ILLINOIS

**APPLICATION FOR  
CLASS "L" LIMITED  
LIQUOR LICENSE**

**Check Appropriate Category:**

LB (Beer & Wine Only)       LA (All Types)

**APPLICANT INFORMATION**

Name of Civic, Service, Charitable, Fraternal or Social Organization, Group or Entity seeking license: Bloomington Normal Sunrise Rotary

Physical Address of Organization: P.O. Box 5905, Bloomington IL 61702-5905

Names and addresses of 3 to 5 responsible current members, officers or directors of the organization, group or entity:

Name: Miles D. Bardell Phone Number: [REDACTED]  
Address: [REDACTED] City/State: Bloomington IL Zip Code: [REDACTED]

Name: Tom Herr Phone Number: [REDACTED]  
Address: [REDACTED] City/State: Bloomington IL Zip Code: [REDACTED]

Name: Tracy Patkunas Phone Number: [REDACTED]  
Address: [REDACTED] City/State: Bloomington IL Zip Code: [REDACTED]

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**EVENT INFORMATION**

The location where the limited alcoholic liquor license will be utilized:

Name of Establishment: Union Park (GE PARK)  
Address: 1750 GE ROAD City/State: Bloomington IL Zip Code: 61704

Date(s) on which the Limited alcoholic liquor license will be utilized:

10/21/2018



Hours during which alcohol will be sold: 12:00pm - 3:30pm

Is the premises within 100 feet of any church, school, hospital, home for the aged or indigent persons, or for War Veterans, their wives or children? Y  N

Description of the activity or event in connection with which the limited alcoholic liquor license will be utilized, specifying the nature of the proposed entertainment, if any: 5K Run.

Accordion Music - indoors. Brats, chips, and fruit.

Estimate of number of persons expected to attend: 350

Description of the proposed procedures for handling the following:

A. Crowd control: See attached @ #2

B. Identification check: See attached @ #3

Has the civic, service, charitable, fraternal or social organization, group or entity applying for this license been in existence continuously for at least one year (Please Circle)?  Y  N

a. If so, please list Date Established: June 14, 1990

Is the civic, service, charitable, fraternal or social organization, group or entity applying for this license incorporated under the laws of the State of Illinois (Please Circle)? Y  N

a. If so, please list Date Incorporated: \_\_\_\_\_

Has the civic, service, charitable, fraternal or social organization, group or entity seeking a Limited Alcoholic Liquor License received such a licensee within the past year (Please Circle)?  Y  N

a. If so, please list how many: 2 (Last year's Oktoberfest Run, and This year's Brats & Bags event)

Name and contact number(s) for the person(s) attending the Liquor Commission:

Name: Miles D. Bardell Phone Number: 

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Submit completed application to the City Clerk's Office *not less than 60 days prior* to the date on which license, if granted, will be utilized.



The following shall be provided at the time of application submission:

- A. Proof of Dram Shop Insurance Policy showing coverage for the event with the following in the description field: date(s), location, and time(s). *The City of Bloomington must be listed as the Certificate Holder.*
- B. Surety bond in the amount of \$2,000 in favor of the City of Bloomington guaranteeing applicants' faithful observance of all of the provisions of the City of Bloomington Liquor Code, State and Federal laws regulating the sale and service of alcohol. *(Must provide an end date)*
- C. BASSET Certificates *(Who Should be Certified: Bartenders, Bar Backs, Servers, Managers, other staff that checks IDs. Actual copy of the certificate is required; screenshots or pictures will not be accepted.*
- D. Emergency Call-in Sheet
- E. Certificate of Good Standing with the State of Illinois *(The information can be found at www.sos.state.il.us or call (217) 782-6961/6875 to order a certificate.) (Applies to Corporations and Limited Liability companies only.)*

The undersigned, being first duly sworn, affirms that all matters and things set out on this application are true and correct, and that all items enumerated on this application will be complied with.

MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC

Miles D. Bardell  
Printed Name of Applicant

[Redacted Signature]

Subscribed and sworn to before me this 31<sup>st</sup> day of July, 2018

My Commission Expires: 12/23/18

Sukiya J. Reid  
Notary Public

"OFFICIAL SEAL"  
SUKIYA J. REID  
Notary Public, State of Illinois  
My commission expires 12/23/18

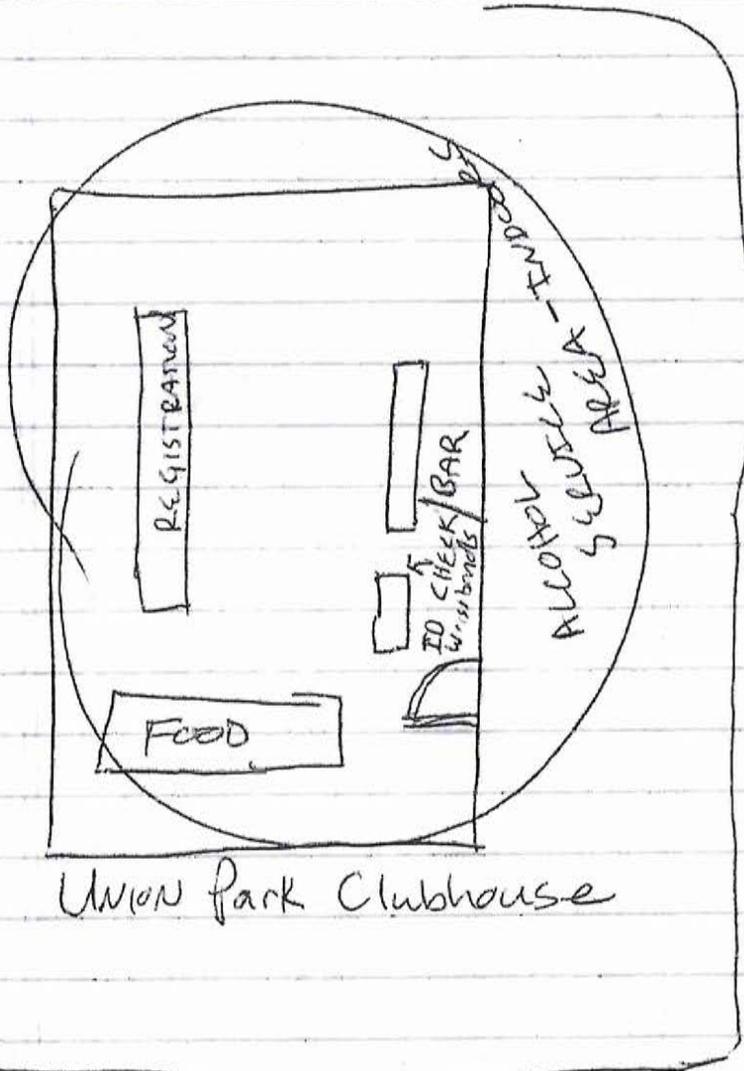
<u>07.31.18</u>	Date Received/Paid (\$100/Day, \$50/Additional)
<u>NIA</u>	Receipt # <u>544</u> Check # (if applicable) <u>✓</u>
<u>✓</u>	DRAM Certificate <u>✓</u> \$2,000 Sur- <u>ty</u>
<u>✓</u>	Emergency Call-In Sheet <u>info provided</u> Certificate of Good Standing

Possible Public Hearing Date: \_\_\_\_\_ Possible Council Date: \_\_\_\_\_

**OFFICE USE ONLY**

1. Sale of Alcoholic Liquor: See attached sketch. Those 21 years and over who are paid registrants for the event will have access to beer after the 5K run. The cost of the beer is included in the 5K run registration, or for non-runners, the \$10 food and beverage charge. All servers and ID checkers will be BASSET trained.
2. Crowd Control: The event is to be held at Union Park (GE Park). The alcohol will be served inside and is not allowed outside the Clubhouse building. Attendance is limited to 5K participants, club members, and family and friends. It is not a large event.
3. Identification Check: We will have BASSET trained club member volunteers checking IDs and issuing wristbands only to those 21 and over. No alcohol will be served without ID check and wristband.
4. Traffic Check: Our event does not restrict traffic on any roads. Servers will all be basset trained to ensure no participants are over-served.
5. Vehicle Parking: On-site at Union Park, as well as across GE Road in the GE Parking lot. Volunteers will be assisting with parking and managing traffic. There is significantly more parking than we will need.
6. Pedestrian Control: All alcohol will be served inside the Clubhouse, only to those with wristbands per ID Check above. The park is fenced in and all pedestrians must pass through one gate.
7. Site and Vicinity Cleanup: Rotary volunteers must clean the facility before giving the keys back to Union Park management. We have a number of volunteers who will will clean up the GE/Union park area.

# 2018 OKTOBERFEST RUN



PARKING

GATE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/25/2018

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

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

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	<b>CONTACT NAME:</b> Ali Sulita
	<b>PHONE (A/C, No., Ext):</b> 1-833-3ROTARY <b>FAX (A/C, No.):</b> 630-285-4062 <b>E-MAIL ADDRESS:</b> rotary@ajg.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A :</b> Lexington Insurance Company	<b>NAIC #</b> [REDACTED]
<b>INSURER B :</b>	
<b>INSURER C :</b>	
<b>INSURER D :</b>	
<b>INSURER E :</b>	
<b>INSURER F :</b>	

**INSURED**  
 All Active US Rotary Clubs & Districts  
 BN Sunrise Rotary - District 6490  
 ATTN: Risk Management Dept.  
 1560 Sherman Ave.  
 Evanston, IL 60201-3698

**COVERAGES**      **CERTIFICATE NUMBER** [REDACTED]      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			[REDACTED]	7/1/2018	7/1/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>			[REDACTED]	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			NOT APPLICABLE			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The Certificate holder is included as additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

<b>CERTIFICATE HOLDER</b> City of Bloomington Illinois 109 E Olive Street - Bloomington Illinois 61701 Bloomington Normal Sunrise Rotary - District 6490 Oktoberfest Run 11 a.m. - 3:30 p.m. October 21, 2018 - 1750 E GE Road, Bloomington Illinois 61704	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 

CONTINUATION CERTIFICATE  
(For Use On Surety Bonds)



STATE FARM FIRE AND CASUALTY COMPANY  
BLOOMINGTON, ILLINOIS

The STATE FARM FIRE AND CASUALTY COMPANY (hereafter called the Company) hereby continues in force its Bond No. [REDACTED] in the sum of Dollars (\$ 2,000 ), Two thousand and 00/100

on behalf of Miles Bardell & Bloomington Normal Sunrise Rotary

in favor of City of Bloomington

for the (extended) term, subject to all the covenants and conditions of said bond, beginning on October 14, 2018 and ending on October 14, 2019.

This Continuation is executed upon the express condition that the Company's liability under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the sum stated above.

IN WITNESS WHEREOF, the company has caused this instrument to be signed by its officers proper for the purpose and its corporate seal to be hereto affixed July 27, 2018.



STATE FARM FIRE AND CASUALTY COMPANY

(Surety)

By: [Signature] (SEAL)  
Attorney-in-Fact





POWER OF ATTORNEY
STATE FARM FIRE AND CASUALTY COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That STATE FARM FIRE AND CASUALTY COMPANY, an Illinois corporation, with its principal office in Bloomington, Illinois, does hereby constitute and appoint: Chris Bryson of Bloomington, IL its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in the nature of a bond as follows:
\$ 2,500 - License, Permit or Indemnity - Financial Guarantee
\$100,000 - Administrator, Executor, or Trustee of a decedent's estate
\$25,000 - License & Permit - Code Compliance
\$50,000 - Guardian, Conservator, or Committee
\$25,000 - Public Official
\$25,000 - Receiver
\$ 2,500 - Judicial

THIS POWER OF ATTORNEY IS NOT VALID FOR THE EXECUTION OF ANY CONTRACT (CONSTRUCTION OR SUPPLY) BOND - BID, PERFORMANCE OR PAYMENT.

This appointment is made under and by the authority of a resolution which was passed by the Executive Committee of the Board of Directors of State Farm Fire and Casualty Company on the 14th day of March, 2018, as is duly authorized by the Board of Directors in Article II, Section 6 of the By-Laws of the Company, which resolution is:

WHEREAS, the Board desires to delegate the authority to appoint persons as Attorneys-in-Fact for certain bonds, undertakings, or other writings obligatory in the nature of a bond.

RESOLVED, that any Officer of the Company who works regularly with surety bonds is hereby authorized to appoint and empower any representative of the Company as Attorney-in-Fact to execute on behalf of the Company any bonds, undertakings, or other writings obligatory in the nature of a bond, which the Company might execute through its officers. Any said execution of such documents by an Attorney-in Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by he regularly elected or appointed officers of the Company. Any Attorney-in-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

IN WITNESS THEREOF, STATE FARM FIRE AND CASUALTY COMPANY has caused this instrument to be signed by its Officer, and its Corporate Seal to be affixed this 14th day of March, 2018.

This APPOINTMENT SHALL CEASE AND TERMINATE AUTOMATICALLY AS OF DECEMBER 31, 2021, UNLESS SOONER REVOKED AS PROVIDED.



STATE FARM FIRE AND CASUALTY COMPANY

By: John R. Horton - Assistant Secretary Treasurer

STATE OF ILLINOIS
COUNTY OF McLEAN

On this 14th day of March, 2018, before me personally came John R. Horton to me known, who being duly sworn, did depose and say that he is Assistant Secretary Treasurer of STATE FARM FIRE AND CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such Corporate Seal; and that he executed said instrument on behalf of the corporation by authority of his office under the By-Laws of said corporation.

OFFICIAL SEAL
Pamela Chancellor
NOTARY PUBLIC - STATE OF ILLINOIS
My Commission Expires August 30, 2021

Pamela Chancellor
Notary Public
My commission expires August 30, 2021

CERTIFICATE

I, the undersigned Assistant Secretary Treasurer of STATE FARM FIRE AND CASUALTY COMPANY, do hereby certify that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and sealed at Bloomington, Illinois. Dated this 27 day of July, 2018.



Julia Klinzing - Assistant Secretary Treasurer

If you have a question concerning the validity of this Power of Attorney, call 309-766-2090.

**BASSET Card**



August 8, 2017



Letter ID: [REDACTED]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
PAUL LEAHEY  
[REDACTED]

License No.: [REDACTED]  
Expiration Date: 8/3/2020  
License Type: Basset Card

Your "Student ID number" is: [REDACTED]

Your "Trainer's ID number" is: [REDACTED]

Your BASSET Card is located BELOW

**DO NOT throw away this letter as you will need your "Student ID number" directly above to re-print your card.**

**IMPORTANT:**

To re-print your card, visit the Illinois Liquor Control Commission website at [LCC.illinois.gov](http://LCC.illinois.gov)  
(click on the RESOURCES tab to access the "BASSET Card Lookup" page).

**ILLINOIS LIQUOR CONTROL COMMISSION**  
100 W. Randolph Street, Suite 7-801 - Chicago, IL 60601  
**BEVERAGE ALCOHOL SELLERS AND SERVERS  
EDUCATION AND TRAINING [BASSET] CARD**

Date of Certification: 8/3/2017 Expires: 8/3/2020  
Trainer's IL Liquor License Number: [REDACTED]  
PAUL LEAHEY  
[REDACTED]

**\*\*Card is not transferrable\*\***

**ILLINOIS LIQUOR CONTROL COMMISSION**  
100 W. Randolph Street, Suite 7-801 - Chicago, IL 60601  
**BEVERAGE ALCOHOL SELLERS AND SERVERS**  
**EDUCATION AND TRAINING [BASSET] CARD**

**Date of Certification: 10/25/2017 Expires: 10/25/2020**

**Trainer's IL Liquor License Number:** [REDACTED]

**ANDSEY POWELL**  
[REDACTED]

**\*\*Card is not transferrable\*\***

# BASSET Card



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
GLENN HARBIN  
[REDACTED]

June 21, 2017



Letter ID: [REDACTED]

License No.: [REDACTED]  
Expiration Date: 6/19/2020  
License Type: Basset Card

Your "Student ID number" is: [REDACTED]

Your "Trainer's ID number" is: [REDACTED]

Your BASSET Card is located BELOW

**DO NOT throw away this letter as you will need your "Student ID number" directly above to re-print your card.**

**IMPORTANT:**

To re-print your card, visit the Illinois Liquor Control Commission website at [ILCC.illinois.gov](http://ILCC.illinois.gov)  
(click on the RESOURCES tab to access the "BASSET Card Lookup" page).

ILLINOIS LIQUOR CONTROL COMMISSION  
100 W. Randolph Street, Suite 7-801 - Chicago, IL 60601  
BEVERAGE ALCOHOL SELLERS AND SERVERS  
EDUCATION AND TRAINING [BASSET] CARD

Date of Certification: 6/19/2017 Expires: 6/19/2020  
Trainer's IL Liquor License Number: [REDACTED]  
GLENN HARBIN  
[REDACTED]

**\*\*Card is not transferrable\*\***

# Certificate of Completion

**American  
Safety Council**

MILES BARDELL

---

Has diligently and with merit completed the  
Off-Premise BASSET Alcohol Certification on 8/4/2017

from the American Safety Council.



---

Jeff Pairan

PUBLIC NOTICE

On Tuesday, August 14, 2018, at 4:00 p.m., in the City Hall Council Chambers located at 109 E. Olive St., the Bloomington Liquor Commission will conduct a Public Hearing on the application of Bloomington Normal Sunrise Rotary requesting an LB (Limited Beer and Wine Types) liquor license for an event at the Union Park (GE Park) located at 1750 GE Road on October 21, 2018, which would allow the sale of beer and wine types of alcohol by the glass for consumption on the premises.

All persons interested in said application may attend and be heard on the application.

In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk, preferable no later than five days before the hearing.

The City Clerk may be contacted either by letter at 109 E. Olive St., Bloomington, IL 61701, or by telephone at (309) 434-2240. The City Hall is equipped with a text telephone (TTY) that may also be reached by dialing (309) 829-5115.



Cherry L. Lawson, City Clerk

Publication Date: August 4, 2018, Pantagraph Newspaper

# Customer Ad Proof

60072323 City of Bloomington

Order Nbr 8132

Publication **BLM Pantagraph**  
Contact **City of Bloomington**  
Address 1 **PO BOX 3157**  
Address 2  
City St Zip **BLOOMINGTON IL 61702**  
Phone **3094342240**  
Fax **3094342802**  
Section **Legals**  
SubSection  
Category **0991 Legal Inside**  
Ad Key **8132-1**  
Keywords **8132 PUBLIC NOTICE On Tuesday.**

PO Number  
Rate **Open**  
Order Price **148.52**  
Amount Paid **0.00**  
Amount Due **148.52**

Start/End Dates **08/04/2018 - 08/04/2018**  
Insertions **1**  
Size **47**

Salesperson(s) **Legals Rep**  
Taken By **Donna Smedley**

Notes

Ad Proof

**8132  
PUBLIC NOTICE**

On Tuesday, August 14, 2018, at 4:00 p.m., in the City Hall Council Chambers located at 109 E. Olive St., the Bloomington Liquor Commission will conduct a Public Hearing on the application of Bloomington Normal Sunrise Rotary requesting an LB (Limited Beer and Wine Types) liquor license for an event at the Union Park (GE Park) located at 1750 GE Road on October 21, 2018, which would allow the sale of beer and wine types of alcohol by the glass for consumption on the premises.

All persons interested in said application may attend and be heard on the application.

In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk, preferable no later than five days before the hearing.

The City Clerk may be contacted either by letter at 109 E. Olive St., Bloomington, IL 61701, or by telephone at (309) 434-2240. The City Hall is equipped with a text telephone (TTY) that may also be reached by dialing (309) 829-5115.

Cherry L. Lawson, City Clerk

Publication Date: August 4, 2018, Pantagraph Newspaper



## CONSENT AGENDA ITEM NO. 7K

FOR COUNCIL: September 10, 2018

**SPONSORING DEPARTMENT:** City Clerk's Office

**SUBJECT:** Consideration of an application of BM Trade Company, d/b/a Lucky Garden, located at 706 S. Eldorado Road, requesting an RAS (Restaurant, All Types of Alcohol, Sunday Sales) liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week, as requested by the City Clerk's Office.

**RECOMMENDATION/MOTION:** The application of BM Trade Company, d/b/a Lucky Garden, located at 706 S. Eldorado Road, requesting an RAS (Restaurant, All Types of Alcohol, Sunday Sales) liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week be approved, contingent upon the corporation being approved to do business in the State of Illinois and compliance with all health and safety codes.

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

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

**BACKGROUND:** Bloomington Liquor Commissioner Tari Renner called a public hearing on August 14, 2018, on the application of BM Trade Company, d/b/a Lucky Garden, located at 706 S. Eldorado Road, requesting an RAS (Restaurant, All Types of Alcohol, Sunday Sales) liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week.

Present were: Commissioners Tari Renner, Lindsey Powell, and Jack Bataoel. Staff Present: George Boyle, Assistant Corporation Counsel, Asst. Police Chief Greg Scott, Bob Mahrt, Community Development Director and Ashley Lara, Legislative Assistant.

Jianming Zhuo, President of BM Trade Company, d/b/a Lucky Garden, stated they are applying for a liquor license for the Lucky Garden Restaurant at 706 South Eldorado Road, Bloomington. Mr. Zhuo stated it is an existing restaurant and he is requesting a liquor license to continue to sell alcohol to its customers.

Commissioner Renner asked if Mr. Zhuo had any experience in alcohol sales before and whether there had been any violations in his past. Mr. Zhuo stated he does have experience in Bradenton, Florida, and no violations of any kind. He plans to have his servers trained in BASSET as he is trained in BASSET.

Commissioner Renner asked whether there are any expected changes to the business. Mr. Zhuo said no.

Assistant Chief Scott said there has been no major problems since an incident that took place at the restaurant in 2013.

Commissioner Bataoel asked Mr. Zhuo who would be managing the restaurant. Mr. Zhuo stated he would be managing the restaurant as well as maintaining residency. Mr. Boyle asked whether any of the same staff, or new staff have experience with serving alcohol. Mr. Zhuo responded yes.

Mr. Boyle said that before the State will give the applicant a license, or before we should, we need something indicating that this Florida Corporation is allowed to transact business in Illinois. Mr. Boyle said he had spoken with Mr. Zhuo's accountant's assistant, Mr. Cruz. Commissioner Renner agreed that it will be contingent on making sure that we receive the appropriate documents from the State of Illinois. Commissioner Renner asked if there was a motion to accept conditioned on receiving the appropriate documents from the State of Illinois.

Commissioner Bataoel asked if there should be note that the fire inspector will need to inspect the property. Commissioner Renner said we can note that the fire inspector needs to go back to the property. Mr. Boyle said he can make it contingent on compliance with all health and building codes.

Motion by Commissioner Bataoel, seconded by Commissioner Powell, to recommend the approval of the application contingent upon the corporation being approved to do business in the State of Illinois and compliance with all health and safety codes.

Commissioner Renner directed the Clerk to call the roll:

Ayes: Commissioners Renner, Bataoel, and Powell

Nays: None.

Motion carried.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The Agenda for the August 14, 2018 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

**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:

Ashley Lara, Legislative Assistant

Reviewed By:

Cherry L. Lawson, City Clerk

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:**

- Application
- Public Hearing Notice

**ROUTE SLIP FOR LIQUOR APPLICATION**

NAME OF ESTABLISHMENT Lucky Garden  
 LOCATION 706 S Eldorado Rd, Bloomington IL 61704  
 NAME OF OWNER Jianming Zhuo  
 OWNER'S DATE OF BIRTH [REDACTED] SS# [REDACTED]  
 PHONE NUMBER(S): [REDACTED]

**REQUIRED DOCUMENTS TO BE FILED AT TIME OF APPLICATION**

- |   |  |
|---|--|
| 1. <input checked="" type="checkbox"/> Emergency Call-In Sheet                    | 8. <input checked="" type="checkbox"/> Financial Statement                 |
| 2. <input checked="" type="checkbox"/> Questionnaire                              | 9. <input checked="" type="checkbox"/> Articles of Incorporation           |
| 3. <input checked="" type="checkbox"/> Application (Signed & Notarized) <i>公证</i> | 10. <input checked="" type="checkbox"/> Copy of Lease <i>房租合同</i>          |
| 4. <input checked="" type="checkbox"/> Application for Sunday Sales               | 11. <input checked="" type="checkbox"/> Floor Plan <i>地图</i>               |
| 5. <input checked="" type="checkbox"/> Food & Beverage Tax Form                   | 12. <input checked="" type="checkbox"/> BASSET Certificates* <i>卖酒证</i>    |
| 6. <input checked="" type="checkbox"/> Evidence of Dram Shop Insurance <i>保险</i>  | 13. <input type="checkbox"/> Proof of Good Standing (State of IL) <i>X</i> |
| 7. <input checked="" type="checkbox"/> Bond                                       | 14. <input checked="" type="checkbox"/> \$400 Application Fee              |

\*All servers and bouncers (i.e. those required to check ID's)  
 \*BASSET Certificates are required BEFORE license can be issued

**OFFICE USE ONLY**

<u>7/30/18</u> Date Received/Paid	_____ Date of Council
<u>020162</u> Receipt #	<u>8/14/18</u> Date of Public Hearing
<u>70-21896719 801</u> Check # (If Applicable)	_____ Date Tax Form taken to Finance
<u>JM</u> Staff Initials	

**----- APPROVAL -----**

_____ Building Safety (Bob Coombs)	_____ Health Department (Linda Foutch)	_____ Fire Inspector (Bob Coombs)
---------------------------------------	---	--------------------------------------

**----- OTHER REQUIRED LICENSES -----**

Public Dancing	Yes _____	No <u>X</u>
Tobacco	Yes _____	No <u>Y</u>

OFFICE USE ONLY

Submittal Date: 7/30/18

Renewal Type (A, SA, Q): \_\_\_\_\_

Staff Initials: AM



### Emergency Call-In Listing

PLEASE FILL IN YOUR BUSINESS INFORMATION COMPLETELY.

Individual/Partnership/Corporation/LLC:

BM Trade Company INC

Doing Business As (D/B/A):

Lucky Garden

Business Address:

706 S Eldorado RD

City/State:

Bloomington

Zip Code:

61704

Business Phone Number:

309-663-1333

Business Email Address:

Please list those responsible for **License Renewals** and **Building Security** for the above establishment. Also, list the **Building Owner** information. If anyone else applies, please list them under the other section and describe their title. *At least one person must live within McLean County.*

#### License Renewals

Name: Jianming Zhuo Phone Number: [REDACTED]

Address: [REDACTED] City: Bloomington Zip Code: [REDACTED]

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

#### Building Security

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

#### Other (Title): \_\_\_\_\_

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Building Owner Name: Ms. Yun hua Xiao Phone Number: [REDACTED]

Address: [REDACTED] City: bloomington Zip Code: [REDACTED]



# Liquor License 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)

<input checked="" type="radio"/> Y / <input type="radio"/> N	Have you attained the age of 21 years?	Y / <input checked="" type="radio"/> N	Have you ever had a Bloomington liquor license revoked for any cause?
Y / <input checked="" type="radio"/> N	Have you been a resident of the City of Bloomington for one year?	<input checked="" type="radio"/> Y / <input type="radio"/> N	Are you eligible for a state retail liquor dealer's license?
Y / <input checked="" type="radio"/> N	Are you a citizen of the United States?	Y / <input checked="" type="radio"/> N	Is the manager of the establishment ineligible to hold a liquor license for any reason other than citizenship or residence?
<input checked="" type="radio"/> Y / <input type="radio"/> N	Are you a person of good character and reputation?	Y / <input checked="" type="radio"/> N	Have you ever been convicted of a violation of any federal or state law concerning the manufacture, possession or sale of alcoholic liquor?
<input checked="" type="radio"/> Y / <input type="radio"/> N	Do you own or have a valid lease to the premises for which the license is sought?	Y / <input checked="" type="radio"/> N	Have you ever been convicted of a felony under the laws of the United States or any state?
Y / <input checked="" type="radio"/> N	Have you ever been convicted of being the keeper, or are you now the keeper of a house of prostitution?	Y / <input checked="" type="radio"/> 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 / <input checked="" type="radio"/> N	Have you ever been convicted of pandering or any other crime opposed to decency and morality?	Y / <input checked="" type="radio"/> 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) RA

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
<u>RA</u>	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 (NOT ABLE TO SELL ANY ALCOHOL)

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

3. State the significance of a liquor license to your establishment, present or future: increase restaurant gross and state tax

4. How will a liquor license of the kind requested benefit the City of Bloomington and its residents? make more convenient for resident more tax for city of bloomington

5. Upon what facts do you base your answers to the previous question? more comfortable enjoy the meal

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? Food service

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 above license require additional application per license type.**

**AMUSEMENT**

Type	Description
<i>Auto Amusement Devices</i>	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.
<i>Musical Devices</i>	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.
<i>Theatre</i>	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
<i>Sidewalk Cafe</i>	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.



**IMPACT OF ESTABLISHMENT:**

1. State the location of your establishment:

Address: 706 S Eldorado City/State: Bloomington Zip Code: 61704

2. What hours will the establishment be open?

Monday: 10:30-21:30 Tuesday: 10:30-21:30 Wednesday: 10:30-21:30

Thursday: 10:30-21:30 Friday: 10:30-22:30 Saturday: 10:30-22:30 Sunday: 10:30-21:30

3. What type or types of building(s) adjoin the establishment?

Single  
Free standing Building

a. If any adjoining buildings are office or commercial, approximately what hours are they open for business? \_\_\_\_\_

b. If adjoining buildings are predominately residential, are they single or multi- family and what other business establishments are in the area? \_\_\_\_\_

4. Describe streets immediately adjoining the establishment (e.g. approximate width, one or two-way, parking restrictions, etc.):

two way parking

5. How much additional traffic do you expect the establishment with a liquor license to generate? \_\_\_\_\_

10%

6. Describe on and off street parking facilities to handle traffic anticipated: \_\_\_\_\_

single building with large parking lots

7. How many establishments with liquor licenses are located within the immediate area of your establishment? \_\_\_\_\_

NO



8. What do you estimate to be the demand for your establishment in the area in which it is or will be located? different cuisine enrich the life of the residents
- a. Upon what facts do you base your answer to the previous question? sushi and chinese food more and more popular

**RESPONSIBILITY:**

- If establishment *is presently in operation*, **attach a financial statement** of the establishment's last fiscal year.
- 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).
- Do you now or have you ever had a Bloomington liquor license? Yes  No 
  - 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? \_\_\_\_\_

DATED this 30 day of July, 20 18.

**SIGNED:**

Jianming Zhao  
 \_\_\_\_\_  
 Printed Name  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Signature  
President  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Address  
 \_\_\_\_\_  
 \_\_\_\_\_  
 City/State/Zip Code

\_\_\_\_\_  
 Printed Name  
 \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 Address  
 \_\_\_\_\_  
 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)

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

1. Application is herein made a CLASS RA 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

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: 01-29-2015

State whether same is organized for profit [checked] or nonprofit, under laws of the State of Florida.

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

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: Jianming Zhuo Title: President

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

Name: Title:

Address: City/State/Zip Code:

Name: Title:

Address: City/State/Zip Code:

Name: Title:

Address: City/State/Zip Code:

3. Location and description of the premises or place of business to be operated under this license: 706 S Eldorado RD Bloomington IL 61704 Full Bar in the Restaurant

a. Trade Name: Lucky Garden

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: I purchase Buniese Effect Aug 1, 2018

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





**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 30 day of JULY, 2018, 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.

Leah Farragher  
Notary Public

My Commission Expires: 11/17/2020





**2018 License Application**  
**For the sale of alcoholic beverages**  
**- Sunday Sales -**

**This application is being submitted as:**  
A New Application \_\_\_\_\_ Renewal (Change to Original Application)

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

BM Trade Company INC

**NAME OF APPLICANT**

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

1. A **CLASS B1 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.





**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 30 day of July, 2018, 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.

Leah Farragher  
Notary Public

My Commission Expires: 11/17/2020





**Bloomington / Normal  
Food & Beverage Tax  
Registration Form**

Illinois Business Tax (IBT) #: [REDACTED]

Date Business started at this location (Month\Day\Year): 7-10-2018

Describe your type of Business: Restaurant

DBA Business Name: Lucky Garden

Address: 706 S Eldorado RD Bloomington IL 61704

Contact: Jianming Zhuo

Phone: [REDACTED] Fax: [REDACTED]

Email: [REDACTED]

Owner/Corporate Name: BM Trade Company INC  
(if different from above)

Address: 706 S Eldorado RD Bloomington IL 61704

Contact: Jianming Zhuo

Phone: [REDACTED] Fax: [REDACTED]

Email: [REDACTED]

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

Type of Organization:

<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> LLC
<input type="checkbox"/> Other _____	

<b>▶ Mail, Drop Off, Fax, or Email to:</b>	<b>Address:</b> City Hall	<b>Fax:</b> 309-434-2463
	Finance Department	<b>Email:</b> finance@cityblm.org
	Room 207	
	109 E. Olive Street Bloomington, IL 61702	<b>Phone:</b> 309-434-2233

**▶ Under penalties as provided by law, I declare that to the best of my knowledge and belief, the information on this form is true, correct and complete.**

[REDACTED SIGNATURE] \_\_\_\_\_ 7-30-18 \_\_\_\_\_  
Signature of Officer Empowered to Sign Date

Jianming Zhuo (Pre) \_\_\_\_\_  
Print Name and Title



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/31/2018

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

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

<b>PRODUCER</b> Taos Global Group 2167 B S. China Place  Chicago IL 60616	<b>CONTACT NAME:</b> Doris Yu <b>PHONE (A/C, No, Ext):</b> 3128429891 <b>E-MAIL ADDRESS:</b> dyu@taosglobalgroup.com	<b>FAX (A/C, No):</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b>  BM TRADING COMPANY INC 706 S ELDORADO RD  BLOOMINGTON IL 61704	<b>INSURER A:</b> DOVETAIL		
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			[REDACTED]	07/10/2018	07/10/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	LIQUOR LIABILITY			[REDACTED]	07/10/2018	07/10/2019	AGGREGATE LIMIT \$1,000,000

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

THE CERTIFICATE HOLDER IS THE ADDITIONAL INSURED.

**CERTIFICATE HOLDER****CANCELLATION**

CITY OF BLOOMINGTON  109 E. OLIVE ST BLOOMINGTON, IL 61701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE PEIGEN TAO
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

Bond No. \_\_\_\_\_



BOND OF LICENSE  
FOR THE SALE OF INTOXICATING LIQUOR

Know All Men by these presents, that we, BM TRADING COMPANY INC

706 S ELDORADO RD BLOOMINGTON, IL 61704

as principal and Travelers Casualty and Surety Company of America

One Tower Square Hartford, CT 06183

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 10 day of July, A.D. 2018  
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 B 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.

BM TRADING COMPANY INC

\_\_\_\_\_  
(Seal)

Travelers Casualty and Surety Company of America (Seal)

Joseph L. Nespor



# COMMERCIAL LEASE AGREEMENT

**THE PARTIES.** This Lease Agreement agreed on July 5th 2018 is between:

The **Lessor** is 1 individual(s) known as Yunhua Xiao with a mailing address of 3209 Kirkwood Road, Bloomington, Illinois 61704 hereinafter referred to as the "Lessor".

The **Lessee** is a business entity known as BM TRADE COMPANY INC. with a mailing address of 706 S Eldorado Rd, Bloomington, Illinois 61704 hereinafter referred to as the "Lessee".

The Lessor and Lessee hereby agree as follows:

**DESCRIPTION OF LEASED PREMISES.** The Lessor agrees to lease to the Lessee the following described 8000 square feet (SF) of hospitality space located at 706 S Eldorado Rd, Bloomington , Illinois, 61704.

Hereinafter referred to as the "Premises".

**USE OF LEASED PREMISES.** The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for Restaurant Operation.

Any change in use or purpose of the Premises other than as described above shall be upon prior written consent of Lessor only otherwise the Lessee will be considered in default of this Lease Agreement.

**EXCLUSIVE USE.** The Lessee shall not hold exclusive rights on the Premises. The Lessor shall hold the rights to lease other areas of the Property to any same or like use as the Lessee.

**TERM OF LEASE.** This Lease shall commence on August 1st 2018 and expire at Midnight on July 31st 2026 ("Initial Term").

**RENT AMOUNT.** Payment shall be made by the Lessee to the Lessor for the Initial Term of this Lease Agreement in accordance with the following payment schedule:

## PAYMENT SCHEDULE

Start Date: August 1st 2018 End Date: July 31st 2021 Payment: \$3,800.00 per month + \$1,500.00 Property Tax per Month

Start Date: August 1st 2021 End Date: July 31st 2026 Payment: \$4,800.00 per month + \$1,500.00 Property Tax per Month+ Proportioned Property Tax Increase.

**RENT PAYMENT.** The Rent shall be paid under the following instructions:

Rent shall be paid by the Lessee to the Lessor on a per month basis with payment due no later than the 1st of every month.

Rent shall be paid by the Lessee to the Lessor's aforementioned mailing address.

**RETURNED CHECKS (NSF).** If the Lessee attempts to pay Rent with a check that is not deemed valid by a financial institution due to non-sufficient funds, or any other reason for it to be returned, the Lessee will be subject to a fee of \$25 in addition to any late fee.

**LATE FEE.** The Lessor shall charge a late payment fee if rent is not paid on time in the following amount:

The Lessee shall pay the rent before 5<sup>th</sup> on each month. If the rent is not paid after the 5th day payment is due, the landlord has the right to seize the property.

**OPTION TO RENEW.** The Lessee shall have the right to renew this Agreement under the following conditions:

Lessee shall have the right to renew this Lease Agreement, along with any renewal period, and be required to exercise such renewal period(s) by giving written notice via certified mail to the Lessor no less than 60 days prior to the expiration of the Initial Term or any subsequent renewal period. The Lessee shall have a total of 1 renewal periods which will continue to abide by the same covenants, conditions and provisions as provided in this Lease Agreement as described:

#### **RENEWAL PERIODS**

The first (1st) renewal period shall begin on August 1st 2026 and end on July 31st 2031 with the Rent to be paid per month with the Rent for the renewal period to be negotiated in good faith upon the Lessee providing notice of their intention to renew.

**EXPENSES.** In accordance with a Triple Net (NNN) Lease the responsibility of the expenses shall be attributed to the following:

It is the intention of the Parties, and they hereby agree, that in addition to the Rent, the Lessee shall be obligated to pay the following expenses to the Lessor on a per month basis:

**OPERATING EXPENSES.** The Lessor shall have no obligation to provide any services, perform any acts or pay any expenses, charges, obligations or costs of any kind whatsoever with respect to the Premises, and Lessee hereby agrees to pay one-hundred percent (100%) of any and all Operating Expenses as hereafter defined for the entire term of the Lease and any renewals thereof in accordance with specific provisions hereinafter set forth. The term "Operating Expenses" shall include all costs to Lessor of operating and maintaining the Premises, and shall include, without limitation, real estate and personal property taxes and assessments, management fee(s), heating, air conditioning, HVAC, electricity, water, waste disposal, sewage, operating materials and supplies, service agreements and charges, lawn care, snow removal, restriping, repairs, repaving, cleaning and custodial, security, insurance, the cost of contesting the validity or applicability of any governmental acts which may affect operating expenses, and all other direct operating costs of operating and maintaining the Premises and related parking areas, unless expressly excluded from operating expenses.

**TAXES.** Lessee shall pay, during the term of this Lease, the real estate taxes and special taxes and assessments (collectively, the "taxes") attributable to the Premises and accruing during such term. The Lessee shall pay to Lessor said taxes on a monthly basis, based on one-twelfth (1/12) of the estimated annual amount for taxes. Taxes for any fractional calendar year during the term hereof shall be prorated. In the event Lessee does not make any tax payment required hereunder, Lessee shall be in default of this Lease.

**INSURANCE.** The Lessee shall provide and maintain personal liability and property damage insurance. The Lessee and will designate the Lessor as an "also named insured". The Lessee shall provide the Lessor with a copy of such insurance certification or policy prior to the effective date of this Lease Agreement. The insurance shall protect and indemnify the Lessor of any injury, death, or property damage to occur on the property to the limits of \$1,000,000.00.

**UTILITIES.** The Lessee shall be responsible for any and all utilities to the Premises in relation to the total property area.

**SECURITY DEPOSIT.** A security deposit in the amount of \$5,300.00 shall be due and payable in advance upon the signing of this Lease and which amount shall be held in escrow by the Lessor in a separate, interest-bearing savings account as security for the faithful performance of the terms and conditions of the Lease.

Provided the Premises is returned to the Lessor in the same condition as the Start the Initial Term, less any normal "wear and tear", the Lessee shall have their Security Deposit amount of \$5,300.00 returned within 30 days.

**FURNISHINGS.** The Lessor will not be provided with any furnishings to the Lessee under this Lease.

**PARKING.** Parking shall be provided to the Lessee in a dedicated manner provided on the Premises. There is no set number of parking spaces provided to the Lessee.

There shall be no fee charged to the Lessee for the use of the Parking Space(s).

**RIGHT OF FIRST REFUSAL.** Lessor grants to Lessee throughout the Initial Term, along with any renewal periods, a right of first refusal to purchase the Premises pursuant to any offer received and accepted by the Lessor. Lessor must notify Lessee in writing and offer to purchase all or part of the Premises with Lessee having 7 calendar days after receipt of the notice to exercise its right of first refusal and notify Lessor of its decision whether or not to purchase the Premises under the same or similar terms under the offer accepted by the Lessor.

If financing is needed by the Lessee, the Lessee will be allowed the time-frame as stated in the offer accepted that was accepted by the Lessor. If the offer accepted by the Lessor is not contingent on financing then the Lessee shall be granted a maximum of 30 days to secure financing for the purchase of the Premises.

**LEASEHOLD IMPROVEMENTS.** The Lessee agrees that no leasehold improvements, alterations or changes of any nature, (except for those listed on any attached addenda) shall be made to the leasehold Premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Lessee makes any improvements to the Premises the Lessee shall be responsible payment.

Nothing in the Lease shall be construed to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the interest of the Lessee in the Premises or any person under and through whom the Lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Lessee be

construed to be the agent, employee or representative of Lessor. In the event a lien is placed against the Premises, through actions of the Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Lessee fails to have the Lien removed, the Lessor shall take steps to remove the lien and the Lessee shall pay Lessor for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

**LICENSES AND PERMITS.** A copy of any and all local, state or federal permits acquired by the Lessee which are required for the use of the Premises shall be kept on site at all times and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

**MAINTENANCE.** The Lessee shall be responsible for all repairs and maintenance on the Premises due to normal wear and tear on the Premises. Particularly items which need immediate attention including but not limited to, the replacement of light bulbs, normal repair and cleaning of windows, cleaning of bathrooms, clearing of toilets, etc. The Lessee shall properly maintain the premises in a good, safe and clean condition and shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules regulations or ordinances.

The Lessee is required to hire a professional cleaning firm to clean the Kitchen hoods quarterly and the Grace trap every four months.

In the event the Premises is damaged as a result of any neglect or negligence of Lessee, his employees, agents, business invitees, or any independent contractors serving the Lessee or in any way as a result of Lessee's use and occupancy of the premises, then the Lessee shall be primarily responsible for seeing that the proper claims are placed with the Lessee's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Lessor, and the party or parties causing said damage.

**SALE OF PROPERTY.** In the event of a sale of the Premises the Lessor shall have the right to terminate this Lease Agreement by submitting written notice to the Lessee. Notice shall be submitted at least 180 days before. The compensation for disrupting the Lessee's business by the Lessor is calculated at 2 times of the month sales average of last three months before the building is sold.

**INSURANCE.** The Lessee should maintain a policy or policies of comprehensive general liability insurance and building insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by the Lessor, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof and building coverage \$1,000,000 for the first three years. Since the fourth year, the minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof and building coverage \$1,300,000. The lessor should be listed as an additional insured on the Lessee's general liability policy and a loss payee for the building portion. The mortgagee of the building is required to be a loss payee too. The lessee shall provide the Lessor with current Certificates of insurance evidencing Lessee's compliance with this Paragraph. The lessee shall obtain the agreement of Lessee's insurers to notify the Lessor that a policy is due to expire at least (10) days prior to such expiration.

In the event Lessee shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Lessor may, but shall not be required to, obtain the same and charge the Lessee for same as additional rent. Furthermore, Lessee agrees not to keep upon the premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the premises shall be increased by reason of any use of the premises made by Lessee, then Lessee shall pay to Lessor, upon demand, such increase in insurance premium as shall be caused by said use or Lessee's proportionate share of any such increase.

**SUBLET/ASSIGNMENT.** The Lessee may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased premises or any part thereof without the Lessor approving.

**DAMAGE TO LEASED PREMISES.** In the event the building housing the leased premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the leased premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the Premises have been rendered unfit for use and occupation by the Lessee and until the demised premises have been put in a condition at the expense of the Lessor, at least to the extent of the value and as nearly as possible to the condition of the premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

The Lessee shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the leased premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Lessee or her guests or invitees. Furthermore, the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminants on the premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

**HAZARDOUS MATERIALS LAWS.** Shall mean any and all federal, state, or local laws, ordinances, rules, decrees, orders, regulations, or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under, or about the Premises, the Building, or the Property, or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Hazardous Materials Transportation Act, any other law or legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing.

**LESSEE'S DEFAULT AND POSSESSION.** In the event that the Lessee shall fail to pay said rent and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Lessor may declare the Lease terminated and may immediately re-enter said premises and take possession

of the same together with any of Lessee's personal property, equipment or fixtures left on the premises which items may be held by the Lessor as security for the Lessee's eventual payment and/or satisfaction of rental defaults or other defaults of Lessee under the Lease. It is further agreed, that if the Lessee is in default, that the Lessor shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Lessor in violation of its security interest in said items of personal property.

Furthermore, in the event of default, the Lessor may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Lessee's, at the Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the Lessor may sue the Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

**LESSOR'S DEFAULT.** The Lessee may send written notice to the Lessor stating duties or obligations that have not been fulfilled under the full performance of this Lease Agreement. If said duties or obligations have not been cured within 30 days from receiving such notice, unless the Lessor needs to more time to cure or remedy such issue in accordance with standard industry protocol, then the Lessor shall be in default of this Lease Agreement.

If the Lessor should be in default the Lessee shall have the option to terminate this Lease Agreement and be held harmless against any of its terms or obligations.

**DISPUTES.** If any dispute should arise in relation to this Lease Agreement the Lessor and Lessee shall first negotiate amongst themselves in "good faith". Afterwards, if the dispute is not resolved then the Lessor and Lessee shall seek mediation in accordance with the laws in the State of Illinois. If the Lessor and Lessee fail to resolve the dispute through mediation then the parties shall be allowed to submit their cases in accordance with the local court system.

**INDEMNIFICATION.** The Lessee hereby covenants and agrees to indemnify, defend and hold the Lessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the premises, and further shall indemnify the Lessor for any losses which the Lessor may suffer in connection with the Lessee's use and occupancy or care, custody and control of the premises. The Lessee also hereby covenants and agrees to indemnify and hold harmless the Lessor from any and all claims or liabilities which may arise from any latent defects in the subject premises that the Lessor is not aware of at the signing of the lease or at any time during the lease term.

**BANKRUPTCY - INSOLVENCY.** The Lessee agrees that in the event all or a substantial portion of the Lessee's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Lessee make an assignment for the benefit of creditors or be adjudicated bankrupt, or should the Lessee institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Lessor hereunder or by law provided, it shall be lawful for the Lessor to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Lessee shall have no further claim thereon.

**SUBORDINATION AND ATTORNMENT.** Upon request of the Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or the Lessor under such Lease shall agree that this Lease shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Lease, so long as the Lessee shall not be in default under the terms of this Lease. Lessee agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby.

Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Premises, attorn to the purchaser and recognize such purchaser as Lessor under this Lease.

**USAGE BY LESSEE.** Lessee shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the premises is insured, nor will the Lessee allow the premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the premises. Furthermore, Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the premises by other Lessees of the building.

**SIGNAGE.** Lessee shall not place on any exterior door, wall or window of the premises any sign or advertising matter without Lessor's prior written consent and the approval of the local municipality. Thereafter, Lessee agrees to maintain such sign or advertising matter as first approved by Lessor in good condition and repair. Furthermore, Lessee shall conform to any uniform reasonable sign plan or policy that the Lessor may introduce with respect to the building. Upon vacating the premises, Lessee agrees to remove all signs and to repair all damages caused or resulting from such removal.

**PETS.** Pets shall be allowed on the Premises without any restriction or conflict by the Lessor with the Lessee being fully responsible for damage caused by any such Pet on the Premises.

**CONDITION OF PREMISES/INSPECTION BY LESSEE.** The Lessee acknowledges they have had the opportunity to inspect the Premises and acknowledges with its signature on this Lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. The Lessor makes no representation or warranty with respect to the condition of the premises or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein. The Lessee represents that Lessee has inspected the premises and is leasing and will take possession of the premises with all current fixtures present in their "as is" condition as of the date hereof.

**AMERICANS WITH DISABILITY ACT.** Per 42 U.S. Code § 12183 if the Lessee is using the Premises as a public accommodation (e.g. restaurants, shopping centers, office buildings) or there are more than 15 employees the Premises must provide accommodations and access to persons with disabilities that is equal or similar to that available to the general public. Owners, operators, lessors, and lessees of commercial properties are all responsible for ADA compliance. If the Premises is not

in compliance with the Americans with Disability Act any modifications or construction will be the responsibility of the Lessee.

**RIGHT OF ENTRY.** It is agreed and understood that the Lessor and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Lessor under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building. In accordance with State and local laws, the Lessor shall have the right to enter the Premises without the consent of the Lessee in the event of an emergency.

**ESTOPPEL CERTIFICATE.** Lessee at any time and from time to time, upon at least ten (10) days prior notice by Lessor, shall execute, acknowledge and deliver to Lessor, and/or to any other person, firm or corporation specified by Lessor, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any default by Lessor under this Lease and, if so, specifying each such default.

**HOLDOVER PERIOD.** Should the Lessee remain in possession of the Premises after the cancellation, expiration, or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement shall immediately forfeit any Security Deposit that was placed at the commencement of this Lease. In addition, the Lessor will begin eviction proceedings in accordance with local laws followed by seeking damages along with any accrued attorney's fees.

**WAIVER.** Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

**GOVERNING LAW.** This Lease shall be governed by the laws of the State of Illinois.

**NOTICES.** Notices shall be addressed to the following:

**Lessor**

[REDACTED]

**Lessee**

BM TRADE COMPANY INC.

706 S Eldorado Rd, Bloomington, Illinois, 61704

**ADDITIONAL TERMS AND CONDITIONS.** If the Tenant has any default or terminate earlier during the lease, , the Tenant agrees to pay the Landlord the amount of two months' gross sales receipts based upon the average of last 3 months gross sales receipts.

**PERSONAL GUARANTEE BY LESSEE.** This Lease Agreement shall be personally guaranteed by JIANMING ZHUO, referred to as the "Guarantor(s)", and shall unconditionally guarantee the payment of the rent along with any other financial duties or obligations.

**AMENDMENT(S).** No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

**SEVERABILITY.** If any term or provision of this Lease Agreement is illegal, invalid or unenforceable, such term shall be limited to the extent necessary to make it legal and enforceable, and, if necessary, severed from this Lease. All other terms and provisions of this Lease Agreement shall remain in full force and effect.

**BINDING EFFECT.** This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors and administrators.

**LESSOR SIGNATURE**

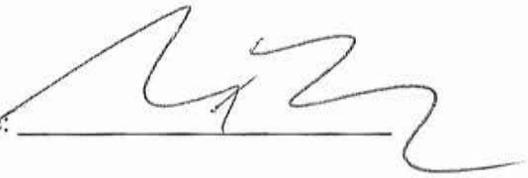
Signature  Date 7 10 2018

**ACKNOWLEDGMENT OF NOTARY PUBLIC**

State of Illinois

County of McLean, ss.

On this 10 day of July, 2018, before me appeared Yunhua Xiao, as the **LESSOR(S)** of this Commercial Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public Signature: 

Print Name: Gerald Letzkus

My commission expires: 5/29/22

(Seal) 

**LESSEE SIGNATURE**



JIANMING ZHUO, PRESIDENT

**ACKNOWLEDGMENT OF NOTARY PUBLIC**

State of Illinois

County of McLean, ss.

On this 16 day of July, 2018, before me appeared Jianming Zhuo, as the **LESSEE(S)** of this Commercial Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

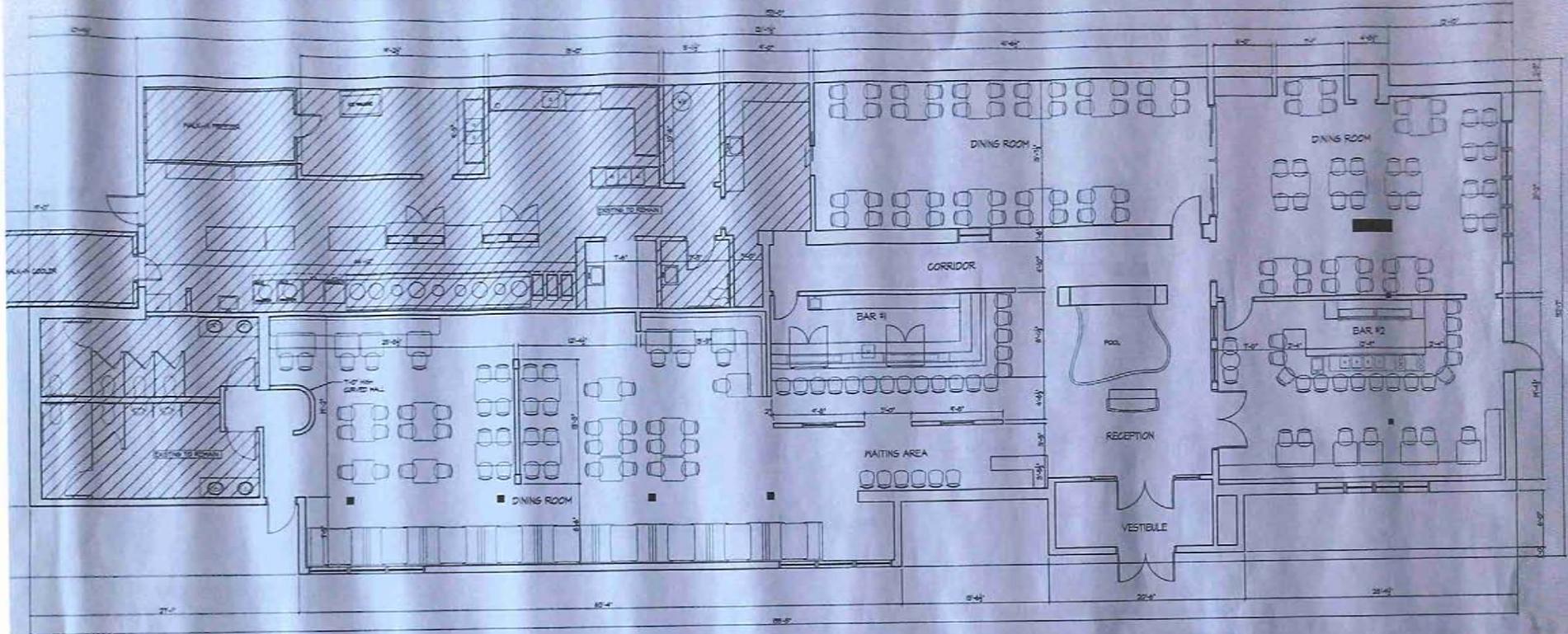
Notary Public Signature: 

Print Name: Gerald Letzkus

My commission expires: 5/29/22

(Seal)





1 PROPOSED FLOORPLAN  
SCALE: 3/16"=1'-0"

NOTES:  
1. ALL NEW WORK SURFACES AND CABINETS TO BE NSF APPROVED.

EDWARDS ARCHITECTS, LLC.  
2416 E. WASHINGTON ST SUITE C-3  
BLOOMINGTON, ILLINOIS 61704  
PHONE: (304) 663-7111 FAX: (304) 663-1222



CHINA BUFFET REMODEL  
706 ELDORADO RAOD  
BLOOMINGTON, ILLINOIS

DATE: 06/28/00  
SCALE: AS NOTED  
DRAWN BY: KAZ  
JOB: 04-00  
SHEET: A2  
OF

## Temporary State of Illinois BASSET Certificate

State of Illinois Liquor Control Commission License #5A-1124536

On-Premise and Off-Premise

Awarded to

**Jianming Zhuo**

For successfully completing the

Beverage Alcohol Sellers and Servers Education and Training (BASSET)



Certificate Verification Number  
Verify at [www.statefoodsafety.com/Verify](http://www.statefoodsafety.com/Verify)

Jul 20, 2018

Issue Date

This temporary certificate is valid for 30 days.  
An official BASSET Card will be mailed by the ILCC.

  
Bryan Chapman, CCFS, CP-FS  
CEO, StateFoodSafety

StateFoodSafety   
Food Safety Training & Certification™

## Congratulations!

You have successfully completed the Illinois BASSET Program, powered by StateFoodSafety.

You will receive your official BASSET Card from the Illinois Liquor Control Commission at the address you provided during registration.

Your BASSET Card will be mailed within 30 days. If you do not receive your card, please go to the BASSET lookup at [www.illinois.gov/ilcc](http://www.illinois.gov/ilcc). If you are in the database, call for your student number to print your BASSET card. If you have taken the course and are not in the database, call the BASSET helpline at 217-524-9150.

Verify that all of your Illinois Business Authorization information is correct.

✓ If not, contact us immediately.

✓ If yes, cut along the dotted line (fits a standard 5 x 7" frame). Your authorization must be visibly displayed at the address listed. **Do not discard**- your Illinois Business Authorization is an important tax document that provides you the authorization to legally do business in Illinois.

OFFICIAL DOCUMENT

State of Illinois - Department of Revenue

OFFICIAL DOCUMENT

### Illinois Business Authorization



BM TRADE COMPANY

DBA: LUCKY GARDEN

706 S ELDORADO RD  
BLOOMINGTON IL 61704-6003

[REDACTED]  
Bloomington  
McLean County

### Certificate of Registration

Expiration Date:  
7/1/2019

Sales and use taxes and fees

[REDACTED]



ILLINOIS REVENUE

*Caroline Beard*  
Director

Issued Date: 07/01/2018

OFFICIAL DOCUMENT - DO NOT DESTROY

**From:** JIANMING ZHUO [REDACTED]  
**To:** cityclerk@cityblm.org

---

**Date:** Wednesday, August 01, 2018 10:54AM  
**Subject:** Extension of liquor license

---

Dear city of Bloomington Mayor,  
Bm trade company Inc requesting Mayor extension of liquor license for Lucky Garden because existing customers all know lucky Garden have served liquor, this why is convenient for our customers and not hurting our restaurant business .  
Thank you  
Jianming Zhuo  
Bm trade company Inc  
DBA Lucky Garden

[发自 iPhone 版 Yahoo 邮箱](#)

Websense: Click [here](#) to report this email as spam.

# AUTHORIZATION

To whom it maybe concerned,

Hereby we, Eastisland Inc., would like to authorize BM Trade Company to use our City Of Bloomington Liquor Licence .BM Trade Company are Covered by their own insurance and bear all liability during their use.

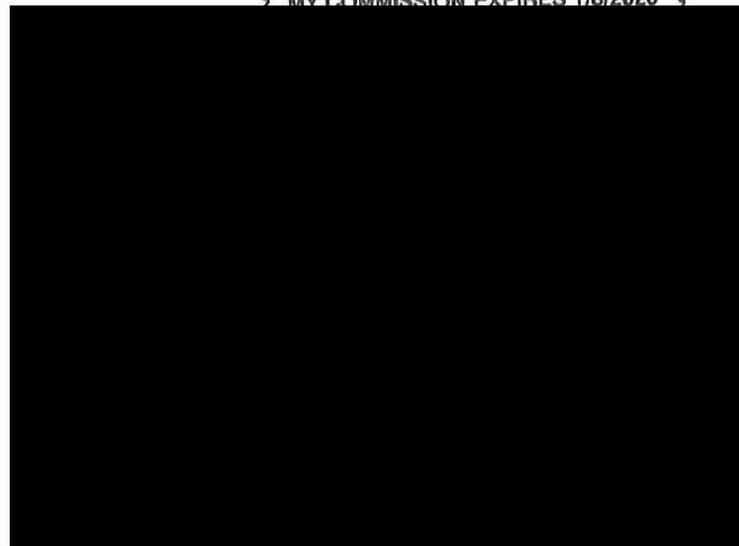
Valid period from Aug.1.2018 to Sep.14.2018

"OFFICIAL SEAL"  
JEREMY PEDEN  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 1/8/2020

Best regards.

Sincerely Yours.

Joe Chen (Owner)  
Eastisland Inc.





CITY OF BLOOMINGTON  
PUBLIC HEARING NOTICE

On Tuesday, August 14, 2018 at 4:00 p.m., in the Council Chambers located at 109 E. Olive St, the Bloomington Liquor Commission will hold a Public Hearing on the application of BM Trade Company d/b/a Lucky Garden Restaurant located at 706 S. Eldorado Road; Bloomington, requesting a Restaurant All Types and Sunday Sales (RAS) liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week.

All persons interested in said application may attend and be heard on the application.

In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk, preferable no later than five days before the hearing.

The City Clerk may be contacted either by letter at 109 E. Olive St, Bloomington, IL 61701, email at [cityclerk@cityblm.org](mailto:cityclerk@cityblm.org), or by telephone at (309) 434-2240. The City Hall is equipped with a text telephone (TTY) that may also be reached by dialing (309) 829-5115.

---

Cherry L. Lawson, C.M.C., City Clerk

Publication Date: August 4, 2018, Pantagraph Newspaper

# REGULAR AGENDA



## REGULAR AGENDA ITEM NO. 8A

FOR COUNCIL: September 10, 2018

**SPONSORING DEPARTMENT:** Parks, Recreation, and Cultural Arts Department

**SUBJECT:** Presentation and action on a Memorandum of Understanding with the the Boys & Girls Club of Bloomington-Normal for the sale of 3.34 acres of City park land inside Sunnyside Park for the development of a new facility, as requested by the Boys & Girls Club in consultation with the Parks, Recreation and Cultural Arts Department.

**RECOMMENDATION/MOTION:** The Memorandum of Understanding Between the City of Bloomington and the Boys & Girls Club of Bloomington-Normal for the Sale of Sunnyside Park be approved, and the Mayor and City Clerk authorized to execute the Memorandum.

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

**STRATEGIC PLAN SIGNIFICANCE:** Objective 2D - Well-designed, well maintained City facilities emphasizing productivity and customer service. Objective 5A – Well-planned City with necessary services and infrastructure

**BACKGROUND:** In 2017, City Administration and Officials met on-site at the request of the Boys & Girls Club of Bloomington-Normal (“Club”) to discuss a location for a potential new facility near their current property 1615 Illinois St, Bloomington. As a result of this meeting an idea to utilize space in either Sunnyside Park (407 E. Erickson Ave) or an adjacent City owned detention (undeveloped) property to the west of Sunnyside Park developed. On May 14, 2018, the concept of working with the Club on the new facility was brought forward to the Council and direction was given to move forward. After initially considering a lease of the property, the discussions have now turned to a sale of approximately 3.34 acres. In exchange for the property, the Club will pay the City \$1 and will improve the same amount of acreage on land owned by the City to the west of the park as a level and useable open playing field.

The parties are proposing a Memorandum of Understanding be approved to show agreement on the major components of the transaction. If approved, a formal purchase agreement will be drafted and presented back to the Council within the next few months.

The goal of the Club is to develop a community-supported plan that can be successfully implemented through fundraising by the Club to build a new facility located within Sunnyside Park and in return develop an equal amount of parkland in the undeveloped City owned parcel.

This partnership would:

- Provide land for a new Club facility
- Provide off-street parking for Sunnyside Park and the new Club facility
- Align with the West Bloomington Revitalization Project
- Complement the new (2017) PRCA playground and basketball court improvements
- Allow indoor space to collaborate with PRCA on programming
- Establish recreation space in the undeveloped land west of Sunnyside Park

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Boys & Girls Club of Bloomington/Normal, Sunnyside Park Residents

**FINANCIAL IMPACT:** The City would sell the land for \$1.00. Please see the paragraph above for all the non-monetary but valuable items that this partnership would bring to the community.

**COMMUNITY DEVELOPMENT IMPACT:** Comprehensive Plan Goals CWB-3, HL-1, CF-1.

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

Respectfully submitted for Council consideration.

Prepared By: Eric Veal, Assistant Director of Parks, Recreation And Cultural Arts

Reviewed By: Jay Tetzloff, Director of Parks, Recreation And Cultural Arts

Water/Comm. Dev. Reviewed By: Bob Mahrt, Community Development Director

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

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended By:



Tim Gleason  
City Manager

**Attachments:**

- Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF BLOOMINGTON AND THE BOYS & GIRLS CLUB OF  
BLOOMINGTON-NORMAL FOR THE SALE OF SUNNYSIDE PARK**

This Memorandum of Understanding (“**MOU**”) is dated this \_\_\_\_ day of September, 2018, by and between CITY OF BLOOMINGTON, ILLINOIS (“**City**”), and BOYS & GIRLS CLUB OF BLOOMINGTON-NORMAL, an Illinois not-for-profit corporation (“**BGC**”).

WHEREAS, City owns real property commonly known as 407 East Erickson Avenue, Bloomington, Illinois, and delineated on the rough schematic attached hereto as **Exhibit A** (the “**City Park**”), that is currently used for recreation, open space and other park purposes;

WHEREAS, pursuant to its home rule powers, City is authorized to sell any real or personal property it owns located within its limits as City deems proper;

WHEREAS, BGC desires to purchase a portion of the City Park from City for the purpose of developing it into a Boys and Girls Club facility (“**Facility**”) offering a broad range of services and recreation programs for youth ages 5 to 18;

WHEREAS, City acknowledges the need for services for young people in the city and that a new facility offering such services would be consistent with the City’s strategic goals and objectives for a livable, sustainable city; and

WHEREAS, City hereby finds that it would be in the best interests of the City and its citizens to enter into this MOU for the sale of a portion of the City Park to BGC for development of a Facility;

NOW, THEREFORE, in consideration of the terms, covenants, and conditions which are contained in this MOU, City and BGC agree as follows:

1. Purchase and Sale. Subject to the negotiation and execution of a formal contract, the City agrees to sell and BGC agrees to purchase approximately 3.34 acres comprising the east portion of the City Park, as roughly depicted on **Exhibit B** (“**Property**”).

2. Purchase Price / Consideration. The City shall sell the BGC the property for \$1 and in consideration of the requirement that the BGC shall improve approximately 3.34 acres on the west section of the City Park into a level and useable open playing field, in line with general park standards, inclusive of any engineering services and drainage if necessary (the “**Park Improvements**”). The parties shall work on and agree to a site plan and the details for the Park Improvements which shall be attached as an exhibit to the final purchase contract. The Park Improvements shall be completed by the time of substantial completion of the Facility.

3. Cooperation in Planning. BGC will be responsible for initiating appropriate subdivision and rezoning applications as may be needed after approval of the purchase contract to develop the Facility. The development and construction of the Facility by BGC shall comply with

the applicable provisions of Chapter 24 of the City Code. The City agrees to cooperate and timely respond to BGC applications.

4. Contract. City and BGC agree to work toward the negotiation and approval of a formal contract for the purchase and sale of the Property (“**Contract**”), within 180 days of execution of this MOU by both parties, which shall contain terms including, but not limited to the following:

- (a) BGC shall construct at its sole cost and expense a Facility on the Property, which shall include adequate parking and bus access and suitable relocation of utility lines and easement dedications, including the necessary easement for the Illinois Street water main, at BGC’s expense. The parties acknowledge they have discussed the possibility of the BGC receiving fee waivers and the City is investigating such waivers to help offset the costs associated with construction of the Facility and the Park Improvements.
- (b) BGC’s failure to commence construction within five (5) years from the date City delivers an executed deed to the Property or complete construction within a reasonable time thereafter shall cause the Property to revert to City.
- (c) BGC shall comply with standard detention requirements, as set forth in Chapter 24 of the City Code, and if additional parkland is necessary for detention within the Property itself, the Park Improvements area shall be increased by a like amount.
- (d) BGC shall continuously use the Facility as a Boys and Girls Club; if BGC ever discontinues using the Facility as a Boys and Girls Club, or similar non-profit that offers programing directed at youth activities, the City shall have a right of first refusal to purchase the Property back from the Boys and Girls Club, at fair market value. The Contract shall specify such reasonable notices and other specific conditions as to the process for the City to exercise, or decline to exercise, this right.
- (e) If BGC decides to sell the Property, City shall have a right of first refusal to purchase the Property at fair market value. The Contract shall specify such reasonable notices and other specific conditions as to the process for the City to exercise, or decline to exercise, this right.

5. Access. City makes no representations as to the condition of the Property or its suitability for development. BGC may request and shall be granted access to the Property and the entire City Park for soil and other testing, surveying, or studies, during normal business hours.

6. Term of MOU. This MOU shall terminate 180 days from the date of execution or the date the Contract is executed, whichever occurs first, unless extended by written agreement between both parties. If BGC determines in good faith that for good cause it cannot proceed with the purchase, it may terminate this MOU by providing notice to City.

7. Use of Property. During the term of this MOU, City shall continue to use and maintain the Property as a city park and shall not sell or lease it to any other person or entity or develop it in any way.

8. Notices. Any notice given by one party to the other shall be sent by U.S. Mail with postage affixed or as the parties may otherwise agree as follows:

To City:

City of Bloomington  
Attention: City Manager  
109 East Olive Street  
Bloomington, IL 61701

To BGC:

Boys & Girls Clubs of Bloomington-Normal  
Attention: Chief Executive Officer  
1615 Illinois Street  
Bloomington, IL 61701

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first above written.

CITY OF BLOOMINGTON, ILLINOIS

BOYS & GIRLS CLUBS OF  
BLOOMINGTON-NORMAL, an Illinois not-  
for-profit corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Tari Renner

Name: \_\_\_\_\_

Title: Mayor

Title: \_\_\_\_\_

ATTEST:

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Cherry L. Lawson

Name: \_\_\_\_\_

Title: City Clerk

Title: \_\_\_\_\_



## REGULAR AGENDA ITEM NO. 8B

FOR COUNCIL: September 10, 2018

**SPONSORING DEPARTMENT:** Community Development – Office of Economic Development

**SUBJECT:** Consideration of an Ordinance approving an Agreement between the City and Iceberg Development Group, LLC (JNB Bloomington, LP) providing for a Rental Assistance Program in support of the redevelopment of the former Bloomington High School building at 510 East Washington Street in the Downtown East Washington Street TIF District, as requested by the Community Development Department – Office of Economic Development.

**RECOMMENDATION/MOTION:** The Ordinance approving the Agreement between the City of Bloomington and JNB Bloomington, LP providing for a Rental Assistance Program for the former Bloomington High School/Washington Senior Apartments be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

**STRATEGIC PLAN LINK:** Goal 3: Grow the Local Economy; Goal 4: Strong Neighborhoods; Goal 5: Great Place – Livable, Sustainable City; Goal 6: Prosperous Downtown Bloomington.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 3a. Retention and growth of current local businesses; 3b. Attraction of new targeted businesses that are the “right” fit for Bloomington; 3c. Revitalization of older commercial homes; 3d. Expanded retail businesses; 3e. Strong working relationship among the City, businesses, economic development organizations. Objective 4c. Preservation of property/home valuations; 4d. Improved neighborhood infrastructure; Objective 5b. City decisions consistent with plans and policies; 5c. Incorporation of “Green Sustainable” concepts into City’s development and plans; 5e. More attractive city: commercial areas and neighborhoods. Objective 6a. More beautiful, clean Downtown area; 6b. Downtown Vision and Plan used to guide development, redevelopment and investments; 6c. Downtown becoming a community and regional destination; 6d. Healthy adjacent neighborhoods linked to Downtown; 6e. Preservation of historic buildings.

**BACKGROUND:** On June 12, 2017 the City Council adopted Ordinance 2017-47 which approved a Tax Increment Financing (TIF) Redevelopment Agreement (the “RDA”) between the City and Iceberg Development Group, LLC (also known as JNB Bloomington, LP and TIF Bloomington, Inc. and herein after referred to as the “Developer”). The RDA details the City’s support for the Developer’s proposed renovation of the former Bloomington High School building at 510 East Washington Street (the “Subject Property”) into approximately fifty-seven (57) age-restricted residential units and additional commercial areas at a cost of \$17 million (the “Project”). The following paragraphs summarize the details of the RDA including the City’s commitments related to the Project and the Developer’s status on its commitments related to the Project:

The main component of the City's support for the Project detailed in the RDA is the City's commitment to rebate 80% of the future property tax increment generated by the Subject Property up to \$1.3 million or 11.8% of the Developer's total investment in the Subject Property (whichever amount is determined to be less upon completion of the Project). The property tax increment that the City will rebate to the Developer will be sourced from the Downtown East Washington Street TIF District (the "TIF District") which was established by the City Council in order to support the Project on June 25, 2018 (Ordinances 2018-50, 51, and 52).

An additional component of the City's support for the Project as detailed in Section 3-D of the RDA is for the **"City to financially support a Rental Assistance Program that would be targeted to four (4) residential units in the Project at the Subject Property for a period of ten (10) years."** During the City's original vetting of the Developer's request for municipal assistance for the Project, PGAV, the City's economic development consultant, determined that the City's support of the Developer's requested Rental Assistance Program would not only strengthen the Project's bottom line (which PGAV described in its attached 2017 memo as "a very low margin income producing property") but also improve the chances of success for the Developer's application to the Illinois Housing Development Authority (IHDA) for the Project to be awarded Low Income Housing Tax Credits (LIHTCs). IHDA, through a competitive state-wide application process for LIHTCs, favors proposed projects that have strong support from local government.

Based on the City Council's commitment in the June 12, 2017 RDA to support the Project with rebates of property tax increment through the then proposed new TIF District, and with commitments of additional municipal financial support via the proposed Rental Assistance Program for the Project, IHDA chose to award LIHTCs to the Project on September 29, 2017 in the amount of \$1,397,914. IHDA's award of LIHTCs to the Project is truly great news as without the LIHTCs, the Project would not be financially viable and the Subject Property would likely continue to remain in its presently "Blighted" condition.

In addition to securing LIHTCs for the Project, the Developer has also successfully obtained historic designation for the Subject Property from the National Parks Service (NPS) which will enable the Developer to qualify the Project for Historic Tax Credits which are another vital component to the Project's overall financial health. Per section 2-G of the RDA, the Developer is required to renovate the Subject Property in accordance with National Park Service standards of rehabilitation and obtain NPS Historic Preservation Certification for the Subject Property upon completion on the Project. Following historic renovation standards, will not only provide the Developer with additional financial support for the Project, but will also ensure that the City's investment in the Project will result in a renovation that is held to the highest of architectural standards.

With the Developer's recent securing of LIHTCs, continued momentum to obtain Historic Tax Credits, and additional work performed by the Developer related to architectural planning to prepare for the renovation work, and with the City Council's recent final approval of the TIF District, City staff now finds the timing to be right for the City to enter into a formal agreement with the Developer regarding the proposed Rental Assistance Program.

***Summary of the Proposed Rental Assistance Program and Agreement:***

The proposed Rental Assistance Program Agreement (the “Agreement”) between the City and the Developer calls for the City to financially support the Project by providing annual payments to the Developer to assist the tenants of four (4) units in the Project. Two (2) of the assisted units are to be studio units and two (2) are to be single-bedroom units. The term of the Agreement is ten (10) years.

As the incomes of the tenants will likely vary due to a variety of factors, the annual financial assistance provided by the City under this program will also likely vary from year to year. In some years, some of the tenants may be able to afford to cover the majority of their rent. In other years, some of the tenants may not have any income and thus the City’s Rental Assistance Program would cover 100% of those tenants’ rent. In order to provide budgetary certainty for the City related to the program from year to year, the Developer has agreed to a limit of \$22,872 per year in City assistance for a ten (10) year maximum liability to the City of \$228,720. As detailed in the Program Formula Example that is part of Exhibit B in the Agreement, it is potentially possible that, in some years, the City’s assistance could be as low as \$3,648 per year for all four (4) units combined.

Since the Project is heavily regulated by IHDA due to the Developer’s use of the LIHTC program, IHDA will be providing the primary oversight of the Project and will hold the Developer accountable for following all IHDA and HUD regulations. The Agreement includes further safeguards for the City to audit the Project as a whole and specifically the Developer’s use of the Rental Assistance Program funds. The proposed Rental Assistance Program also includes guidelines as to who would be eligible to lease the City assisted units:

- 1) All applicants must be 55 years or older and meet certain income guidelines.
- 2) All applicants must be “of good character.”
- 3) Priority will be given to the following persons in the following order:
  - i. Bloomington residents that are Veterans.
  - ii. Referrals through the IHDA State Referral Network, a program designed to assist households with a head of household who has a disability or illness, including, but not limited to, a physical, developmental or mental limitation, substance abuse disorder, HIV/AIDS, or is homeless or at risk of homelessness.
  - iii. Bloomington residents.

The Developer will be responsible for marketing the Rental Assistance Program and verifying that applicants meet the income eligibility requirements. It should be noted that the four (4) City assisted units will not be specifically assigned apartment units in the Project as the Developer will have flexibility to apply the Rental Assistance Program funds to any studio or single-bedroom units in the Project as units and qualifying tenants are available.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Staff have consulted with IHDA and the Bloomington Housing Authority in regards to the Project and the proposed Rental Assistance Program. A public hearing was held on April 9, 2018 regarding the TIF District and the Project. Information about the TIF District, the Project, and the RDA is available on the City’s website at [www.cityblm.org/TIF](http://www.cityblm.org/TIF).

**FINANCIAL IMPACT:** The Illinois TIF Act does not permit the City to use TIF funds to fund the proposed Rental Assistance Program for the Project, therefore, the funding will need to be sourced from the City’s General Fund. As the Project is required to be complete by August 15, 2020, funding for the first year of the proposed Rental Assistance Program would be allocated in the City’s FY 2021 Economic Development budget which is included in the City’s General Fund. The maximum liability to the City for the proposed Rental Assistance Program is \$22,872.00 per year or \$228,720.00 over the ten (10) year term of the agreement.

**COMMUNITY DEVELOPMENT IMPACT:** The City’s Comprehensive Plan 2035 (Adopted August 24, 2015) indicates that “affordable housing is critical for young professionals, college graduates, **seniors on a fixed income**, or people working in low paying professions such as pre-school teachers. In Bloomington nearly 13,000 households earn less than median income.” The Comprehensive Plan guides City Officials “to ensure safe, decent and affordable housing opportunity for all residents and to protect the older housing stock in the City” by calling for “a diversity of housing types that are affordable and accessible.”

**Related Comprehensive Plan Goals:**

H-1.2 Ensure an adequate supply of affordable housing for low to moderate income households.

H-1.2a Educate the policy makers and community at large on affordable housing issues.

H-1.2b Work with community partners like Habitat for Humanity, MCCA and Bloomington Housing Authority to have a collective impact on affordable housing issues.

H-1.2c Encourage collaborations among affordable housing providers.

H-1.2d Identify creative solutions for affordable housing such as home sharing, micro units, and tiny homes.

H-1.2e Increase supply of affordable rental housing, especially in areas close to job centers, schools and community facilities.

H-1.2f Identify and reduce barriers for mixed income housing.

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY**

**CONSTRUCTION:** N/A

Respectfully submitted for Council consideration.

Prepared By: Austin Grammer, Economic Development Coordinator

Reviewed By: Bob Mahrt, Community Development Director

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

Water/Community Dev. Review By: Bob Mahrt, Community Development Director

Legal Review By: Kathleen Field Orr, Special Counsel to the City

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:**

- March 6, 2017 PGAV Memo evaluating Iceberg Development Group, LLC's Financial Incentive Application for 510 East Washington Street
- Ordinance
- Agreement

# MEMORANDUM

**Re:** Iceberg Development Group, LLC  
Financial Incentive Application

**To:** Austin Grammer, MBA  
Economic Development  
Coordinator  
City of Bloomington, IL

**Date:** 3/6/2017

**From:** Mike Weber, Director  
PGAV Planners

**CC:** File 81270

---

PGAV has reviewed the Financial Incentive Application that the City received from Iceberg Development Group, LLC (the “Developer”), dated October 24 and 26, 2016, along with updated financial projections and other information submitted at various dates thereafter. We have the following comments and recommendations:

1. The Developer is fee title owner of two parcels of real estate that includes the former High School building located at 510 E. Washington and a parking lot located at 500 E. Jefferson (the “Property”).
2. The Developer proposes to renovate the building into a mixed-use facility with 59 apartments (58 rental units and 1 unit for a resident manager), office space and a private swimming pool (the “Project”). The apartments would be for affordable, age restricted (55 years and older), housing. The pool is located in the basement of the building and is currently operational. The building also contains a performing arts theater without fixed seating.
3. The total estimated project cost is approximately \$17.6 million of which approximately \$12.7 million (or 72%) is for hard construction costs. Included in the total project cost is a “developer fee” of approximately \$1.5 million (more on that later).
4. The Developer intends to structure the financing of the Project with private debt, syndicated historic tax credits and Low Income Housing Tax Credits (LIHTCs) from the Illinois Housing Development Authority (IHDA). These LIHTCs and historic tax credits are, in essence, the equity in the deal and represent approximately 79% of the total sources of funds (approximately \$14 million of the \$17.6 million total Project budget).

## MEMORANDUM

5. The LIHTCs provide restrictions on the level of rents as well as limits on household incomes. The rent limit creates a very low margin income producing property compared to market rate housing developments. The tax credits used as equity in the Project enables the suppressed rent levels and, thus, provides an affordable housing option for households of limited financial means.
6. Because of the low margin of return, the Developer seeks to make a profit/return from the developer fee. In this case, the developer fee represents about 8.5% of the total project costs (approximately \$1.5 million of the \$17.6 million total cost). In our experience with projects involving TIF and LIHTCs, PGAV has witnessed typical developer fees of 10 to 11%. We understand developer fees at this level are standard practice in housing development projects involving LIHTCs. Note that in the instant case, the Developer is deferring a little over 50% of the developer fee (approximately \$771,000) and hopes to make it up on a positive cash flow from the project during the ensuing years.
7. In addition to the aforementioned sources of financing, **the Developer is requesting that the City establish a TIF district** that includes the Property. Once the TIF is created, the Developer requests that a TIF agreement be entered into between the Developer and the City that would **commit TIF financing on a “pay-as-you-go” basis**. The Developer is requesting a commitment of 90% of the tax increment generated by the Property (approximately \$48,500 of the total 1<sup>st</sup> year estimated total tax increment of \$54,000), proposed to be divided as follows:
  - a. 80% for reimbursing TIF eligible expenses incurred totaling approximately \$43,100 (e.g., building renovation costs); and
  - b. 10% for rental assistance to a limited number of households totaling approximately \$5,400.

With respect to the 80% share of tax increment, there would be more than enough TIF eligible expenses to reimburse. However, the rental assistance component is not a TIF eligible expense under the Illinois TIF Act. If the City were to agree to provide rental assistance, the funds for such would need to come from a different source of funds (e.g., potentially from the City’s General Fund as a grant to the Project).

The Developer is projecting over the life of a 23-year TIF (21 years of increment collection) a total of approximately \$1.55 million in tax increment. This projection has an initial tax liability of \$1,100 per apartment unit and has a growth factor in the

## MEMORANDUM

anticipated taxes of 3.0% annually. PGAV's tax increment estimating model yielded approximately \$1.67 million total tax increment revenue over the life of a 23-year TIF district. PGAV's model used a valuation multiplier of 6% every quadrennial assessment year. In addition, it included value for the commercial/office portion of the project and a reduced value that would yield an initial year tax liability of approximately \$980 per apartment. The difference between the two projections was only \$120,000 over the life of the TIF. Therefore, **PGAV finds the Developer's projections to be reasonable.**

8. While TIF makes up a relatively small share of the overall project financing (approximately 8% of the annual gross effective income from the Project), it proves to be key to the project performing "in the black". Upon review of the latest pro-forma submitted by the Developer (received 2/23/17), not receiving annual TIF reimbursement payments puts the cash flow "in the red".
9. The process to secure LIHTCs from IHDA is very competitive. For every 10 applications to IHDA for such credits, only two or three applications are approved in each round. Therefore, it is important for the Developer's IHDA application to score as high as possible with respect to the IHDA's evaluation criteria. We understand from this incentive request, as well as from other LIHTC projects, that local financial support is critical. This proved to be the case in Moline and McLeansboro, Illinois, where municipal support through TIF wound up being important to securing extra evaluation points. Both applications were approved for LIHTCs. PGAV assisted McLeansboro with planning and TIF matters relating to the LIHTC application.

### Conclusions and Recommendations:

1. To see a similar project, in terms of scope and financing, see <http://www.molinehighschoollofts.com>. This project is located in Moline, Illinois and involved the reuse of a former high school building. In addition, it involved the use of LIHTC's and tax increment financing.
2. One of the most critical components of financing this type of project is the Low Income Housing Tax Credits. LIHTC's represent the largest source of equity and percentage of total funding sources. However, other funding sources, including historic tax credits, debt financing, TIF and deferral of half of the developer fee will be critical to making the Project feasible.

## MEMORANDUM

3. PGAV toured the subject Property on February 8, 2017 and our preliminary finding is that it would qualify under the definition of “conservation area” as defined in the TIF Act. Also, it appears that two other key findings under the TIF Act will be able to be made, including:
  - a. The Property has not been subject to growth and investment by private enterprise; and
  - b. The Property will not reasonably be anticipated to be developed (renovated) without the adoption of a TIF redevelopment plan.
4. The alternative would be not to establish a TIF district in support of the Project. If no tax credit or municipal support is offered for the proposed Project, we understand that the Developer will likely put the property up for sale. This would likely lead to the building remaining largely vacant and becoming further deteriorated. There are limited reuse options remaining for this Property.
5. We think that this Property is a prime candidate for TIF and clearly meets the objectives of the TIF Act. If this is the course the City chooses, we recommend the following:
  - a. Decide on the boundaries of the new TIF district. This could be a “project-driven” TIF involving just the two parcels owned by the Developer and adjoining street rights-of-way. If the City wishes to include other properties, we suggest that they include properties with near-term development/redevelopment potential.
  - b. The deadline for the second and final round of applications for LIHTC’s to IHDA is June 23, 2017. Therefore, time is of the essence. Note that there are over 10 weeks of statutorily prescribed timeframes (delays) built into the TIF Act. When taking into account the time required to prepare the TIF eligibility study and redevelopment plan documents, it can take four or more months to establish the TIF.
  - c. Concurrently with the process of establishing a TIF district, the City should negotiate the specific terms of a TIF incentive agreement to become effective when the TIF Plan is adopted and the TIF district is established. **PGAV recommends that the TIF portion of any incentive package be limited to 80% of the annual tax increment**

## MEMORANDUM

**generated by the project over the life of the TIF or \$1.3 million, whichever is less.** The remaining 20% should be used for recovering the cost of setting up the TIF district, annual administration costs and public works improvements within the district (e.g., sidewalks, crosswalks, etc.). To the extent that 20% of the tax increment is more than needed for the aforementioned costs, it should be declared surplus and returned to the County Treasurer for distribution back to the affected taxing bodies.

- d. It is the Developer's request that the City commit to financially support the **rental assistance program** in order to improve the Project's IHDA score to ensure the LIHC award. Since this not TIF eligible, **the City needs to decide if such will be added to the incentive package and the source of funding it.**

**ORDINANCE NO. 2018 - \_\_\_\_**

**ORDINANCE APPROVING AN AGREEMENT BY AND BETWEEN THE  
CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS AND JNB  
BLOOMINGTON, LP  
PROVIDING FOR A RENTAL ASSISTANCE PROGRAM FOR THE FORMER  
BLOOMINGTON HIGH SCHOOL / WASHINGTON SENIOR APARTMENTS  
(510 East Washington Street)**

**WHEREAS**, the City of Bloomington, McLean County, Illinois (the “City”) is a duly organized and validly existing home-rule municipality pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and,

**WHEREAS**, JNB Bloomington, LP, an Illinois limited partnership (the "*Developer*"), is the owner of the real estate commonly known as the former Bloomington High School which is located at 510 East Washington Street, Bloomington, Illinois, (the "*Subject Property*"); and,

**WHEREAS**, the Developer is prepared to invest approximately \$17,000,000 to redevelop and renovate the Subject Property into a senior independent living rental facility for low-income residents 55 years old and older to be known as Washington Senior Apartments and has informed the City that without financial assistance the Project cannot proceed; and,

**WHEREAS**, in order to make the Project economically viable, the Developer has applied for and has been granted funding from the Illinois Housing Development Authority ("*IHDA*") and plans to implement income restrictions on tenants at the Project to qualify for IHDA funding; and,

**WHEREAS**, the City desires financially support the Project by establishing a Rental Assistance Program to provide rental assistance for four (4) apartments at the Project subject to the terms and conditions set forth in the Agreement attached hereto (the "*Program*"); and,

**WHEREAS**, the City has determined that it is necessary and in the best interest of the current and future residents of the City to enter into an agreement with the Developer in order to set forth the obligations of the Developer and the City with respect to the Program.

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

*Section 1.* That the Agreement by and between the City of Bloomington, McLean County, Illinois and JNB Bloomington, LP providing for a Rental Assistance Program for the Former Bloomington High School / Washington Senior Apartments, attached hereto and made a part hereof, is hereby approved and the Mayor and City Clerk are hereby authorized to execute and deliver said Agreement and the City Manager is hereby authorized to undertake any and all actions as may be required to implement its terms on behalf of the City.

*Section 2.* This Ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and approval as provided by law.

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2018.

**APPROVED:**

\_\_\_\_\_  
Tari Renner, Mayor

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Cherry L. Lawson, C.M.C., City Clerk

**AGREEMENT BY AND BETWEEN  
THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS  
AND JNB BLOOMINGTON, LP  
PROVIDING FOR A RENTAL ASSISTANCE PROGRAM  
FOR THE FORMER BLOOMINGTON HIGH SCHOOL /  
WASHINGTON SENIOR APARTMENTS**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of August, 2018, by and between the City of Bloomington, McLean County, Illinois, an Illinois municipal corporation (hereafter the "*City*"), and JNB Bloomington, LP, an Illinois limited partnership (hereafter the "*Developer*").

**PREAMBLES:**

**WHEREAS**, the City is a duly organized and validly existing home-rule municipality pursuant to Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and,

**WHEREAS**, the Mayor and City Council (collectively, the "*Corporate Authorities*") have found the Developer to be a highly qualified and experienced developer and owner of multiple senior affordable rental housing projects across the United States and has also determined that the Developer is experienced in renovating and redeveloping historic buildings into senior affordable rental housing; and,

**WHEREAS**, the Developer is the owner of the real estate commonly known as the former Bloomington High School which is located at 510 E. Washington St., Bloomington, Illinois, and which is legally described on *Exhibit A* hereto and made a part hereof (the "*Subject Property*"); and,

**WHEREAS**, the Developer has proposed to invest approximately \$17,000,000 to redevelop and renovate the Subject Property into a senior independent living rental facility, to be known as Washington Senior Apartments, a facility intended for low-income residents 55 years old and older (the "*Project*"), but will not proceed with the Project without the financial support of the City and other financing partners; and,

**WHEREAS**, on June 12, 2017, the City, the Developer and TIF Bloomington, Inc. entered into a Redevelopment Agreement (the "*Redevelopment Agreement*") with respect to the development of the Project; and,

**WHEREAS**, the Redevelopment Agreement details certain obligations of the City, the Developer, and TIF Bloomington, Inc. related to the Project, including a provision in Section 3-D detailing the City's future financial support of tenants of the Project through a City-funded Rental Assistance Program, the details of which were to be established at a later date through a separate agreement; and,

**WHEREAS**, subsequent to the Corporate Authorities' adoption of the Redevelopment Agreement, the Developer applied for and received an allocation of Low Income Housing Tax

Credits (“*LIHTC*”) from the Illinois Housing Development Authority (“*IHDA*”) in order to construct the Project as affordable senior housing pursuant to the rules and regulations of the *IHDA* *LIHTC* program; and,

**WHEREAS**, the Corporate Authorities adopted Ordinances 2018-50, 2018-51, and 2018-52 which approved the Tax Increment Financing Redevelopment Plan for the Downtown East Washington Street Redevelopment Project Area (the “*RPA*”), and designated the *RPA* as a Redevelopment Project Area pursuant to the Tax Increment Allocation Redevelopment Act, and adopted Tax Increment Financing for the *RPA*, all in support of the Project and in furtherance of the City’s obligations under the Redevelopment Agreement; and,

**WHEREAS**, subsequent to *IHDA*’s September 29, 2017 allocation of *LIHTC* to support the Project, the Developer has continued to work to increase the overall viability of the Project (including securing additional financing commitments and performing additional structural and architectural assessments), which additional work now leads the Developer to request that the City proceed with the previously contemplated Rental Assistance Program; and,

**WHEREAS**, finding that the overall viability of the Project has increased significantly since its adoption of the Redevelopment Agreement, the Corporate Authorities now desire to formally support the tenants of the Project through a Rental Assistance Program as hereinafter set forth; and,

**WHEREAS**, the Corporate Authorities believe that providing rental assistance to qualified low-income senior tenants of the Project as hereinafter provided will aid the Corporate Authorities in accomplishing the objectives of the Redevelopment Plan for the *RPA* in which the Project is located.

**NOW, THEREFORE**, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

*Section 1.* The recitals contained in the foregoing Preambles to this Agreement are true and correct and are hereby incorporated into this Agreement as if fully restated in this Section 1. The parties acknowledge and agree that the provisions, terms and conditions of the Redevelopment Agreement are hereby incorporated into this Agreement.

*Section 2.* The City hereby agrees that upon completion of the Project in accordance with the Redevelopment Agreement and all applicable codes, ordinances, laws of the state and permits issued therefor, it shall provide funding in the form of a Rental Assistance Program for the benefit of tenants of the Project pursuant to the terms set forth in Exhibit B to this Agreement.

*Section 3.* The Developer and the Developer’s management company shall at all times during the term of this Agreement abide by the terms set forth in Exhibit B regarding the rental assistance for tenants of the Project. To evidence compliance, the Developer’s management company shall (a) certify, on an annual basis, compliance with the terms set forth in Exhibit B, and (b) provide upon receipt the annual report from *IHDA* documenting the Project’s compliance

with the LIHTC program. Additionally, the City may demand from the Developer or the Developer's management company, at any time during the term of this Agreement, verification of income, lease term and established rent for each residential unit assisted by the Rental Assistance Program and such other information as the City reasonably requires to determine compliance with the terms set forth in Exhibit B.

*Section 4.* The Developer hereby covenants and agrees that it shall employ a management company with substantial experience managing senior housing and require such management company to strictly adhere to the terms set forth in Exhibit B. The Developer further agrees to remove the management company or any future management company employed at the Project in the event such company fails to operate and maintain the Project in accordance with all applicable ordinances and laws of the City and the State of Illinois or strictly follow the terms set forth in Exhibit B. The Developer further covenants and agrees to hold harmless the City, its agents, officers and employees against all injuries, claims, liabilities, judgements, costs and expenses (including reasonable attorney fees) assessed against the City arising from the operation of the Rental Assistance Program for the benefit of the Project, including but not limited to the calculation of tenants annual income and eligibility for assistance, administration of the program, designation of the apartments assigned to eligible tenants, condition of the apartments, and conditions of all parts of the Project, both interior and exterior, but excluding the willful and wanton negligence of the City, its agents, officers and employees.

In the event any claim is received by the City in connection with the Rental Assistance Program in connection with the Project, the City shall notify the Developer within five (5) days of receipt of such claim, whereupon the Developer shall proceed to undertake any action as hereinabove required.

*Section 5.* If for any reason, the Project is in violation of any City Code whether in its maintenance, condition or operation, or in violation of any of the terms and conditions of the Redevelopment Agreement, and fails to cure such violation within thirty (30) days of receipt of a notice thereof or within such time as extended by the City, this Agreement shall be suspended and no further rental assistance payments shall be made by the City until such time as such violation is cured to the reasonable satisfaction of the City.

*Section 6.* All notices, demands, requests, consents, approvals or other communications required or permitted by this Agreement shall be given in writing at the addresses set forth below and shall be deemed to have been given (i) on the day of actual delivery if delivered personally, (ii) on the day immediately following deposit with overnight courier, or (iii) as of the third (3<sup>rd</sup>) day from and including the date of posting if mailed by registered or certified first class mail, postage prepaid, return receipt requested. The parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, demands, requests, consents, approvals or other communications shall be sent.

***To the City:*** City of Bloomington  
109 E. Olive Street  
Bloomington, Illinois 61702  
Attn: City Manager

*With a copy to:* Kathleen Field Orr  
Kathleen Field Orr & Associates  
53 West Jackson Blvd, Suite 964  
Chicago, Illinois 60604

Corporation Counsel  
109 E. Olive Street  
Bloomington, Illinois 61702

***To the Developer:*** Jim Bergman  
2205 Kimberly Road - Office  
Bettendorf, Iowa 52722

*With a copy to:* Robert T. LeSage III  
226 West River St., P.O. Box 404  
Dixon, Illinois 61021

*Section 7.* This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

*Section 8.* If any provision of this Agreement, or any Section, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held to be invalid, the remainder of this Agreement shall be construed as if such invalid part were never included herein, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

*Section 9.* This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois with venue lying in the Circuit Court for McLean County, Illinois.

*Section 10.* This Agreement (together with the Exhibits attached hereto) constitutes the entire agreement between the City and the Developer related to the Rental Assistance Program as defined in Section 3-D in the Redevelopment Agreement and supersedes all prior agreements, negotiations and discussions between the City and the Developer relating to the subject matter hereof. This Agreement may not be modified or amended except by a written instrument executed by all the parties or their permitted successors or assigns.

*Section 11.* The Developer may not assign its rights or obligations under this Agreement without the express written consent of the City, which approval shall not be unreasonably withheld; provided, however, an assignment may be made without the City's written consent, but with notice to the City, to any person, company, organization or entity of any kind in which the Developer is the Managing General Partner.

*Section 12.* It is understood by both the City and the Developer that the City's funding of the rental assistance payments under this Agreement shall not be sourced from the property tax increment available to the City through its adoption of the TIF Act for the RPA as such payments are not considered a TIF eligible redevelopment cost under the TIF Act.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date.

City of Bloomington, McLean County,  
an Illinois municipal corporation,

By: \_\_\_\_\_  
Tari Renner, Mayor

*Attest:*

\_\_\_\_\_  
Cherry L. Lawson, City Clerk

JNB Bloomington, LP, an Illinois limited partnership

By: \_\_\_\_\_  
James N. Bergman, Managing Member of the  
General Partner

*Attest:*

\_\_\_\_\_  
Secretary

*Exhibit A*

*Legal Description of the Property*

TRACT NO. 1:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 in Block 4 in Evans Addition to the City of Bloomington, in McLean County, Illinois.

TRACT NO. 2:

Lots 7 and 8 in Block 1 in Evans Addition to the City of Bloomington, in McLean County, Illinois.

*Exhibit B*

**Rental Assistance Program Terms**  
*(Former Bloomington High School / Washington Senior Apartments)*

- A. Program Duration:** Ten (10) years commencing upon the date of the issuance of a certificate of occupancy for the Project by the City.
- B. Program Assisted Units:** Four (4) units in total, comprised of two (2) studio units and two (2) one-bedroom units.
- C. Program Formula:** Rental assistance for the program assisted units at the Project shall be calculated by determining the difference of thirty percent (30%) of the occupying tenant's annual income and the Project's annual established rent for that unit type and any tenant-paid utilities for the assisted residential units (see attached example).
- D. Tenant Income Eligibility Verification:** The calculation and verification of a tenant's annual income shall be the responsibility of the Developer.
- E. Disbursement of Funds:** Disbursements of rental assistance payments shall be made by the City to the Developer on no more frequently than an annual basis upon submission by the Developer's management company of the Request for Payment form attached hereto as Exhibit C. Disbursements made in any one year shall not exceed \$22,872.00.
- F. Developer's Marketing Program:**
1. Ninety (90) days prior to the opening of the Project, the Developer shall make applications available for the program assisted units.
  2. The Developer shall publically advertise the availability of applications for rental assistance under this program for qualifying tenants at least sixty(60) days prior to the opening of the Project.
  3. The Developer shall accept completed applications on a first come, first served basis beginning thirty (30) days prior to the opening of the Project.
- G. Priority Criteria:**
1. All applicants must be 55 years or older and earn less than thirty percent (30%) of the median income for the Bloomington, IL Housing and Urban Development (HUD) Metro Fair Market Rent (FMR) Area utilizing the annual guidelines for this area as defined by the United States Department of Housing and Urban Development.

2. All applicants must be of good character.
3. Priority must be given to the following persons in the following order:
  - i. Bloomington residents that are Veterans. For purposes of this Agreement, “Veteran” shall include any person who has proof of service in any branch of the United States armed services from which such person has received an honorable discharge;
  - ii. Referrals through the Illinois Housing Development Authority State Referral Network (SRN), however at all times there shall be at least one recipient of the Bloomington Senior Rental Assistance Program that meets this priority. This one unit will be held open pending placement through the SRN for ninety-days after the certificate of occupancy is issued and for thirty-days after turnover of the unit. Should the unit not be filled by the SRN within the stated timeframe than priority for the unit will be given to those applicants meeting criteria 3-i followed by criteria 3-iii; and
  - iii. Bloomington residents.

#### **H. Waiting List**

Developer shall be responsible for maintaining a waiting list of eligible applicants throughout the entire term of this Agreement. The foregoing priority criteria shall apply to all applicants on the waiting list. The City may demand from the Developer, at any time during the term of this Agreement, to view and inspect the Developer’s waiting list. Becoming a resident of the Project but not participating in the Rental Assistance Program will not disqualify such resident to be on the waiting list for this program.

**Program Formula Example:**

The following calculations are provided by way of example and are for illustrative purposes only:

	1 BR Units	Studio Units			
Rental Amount (1)	\$433	\$410			
Utility Allowance	\$60	\$50			
Gross rent	\$493	\$460			
# of Units	2	2			
<b>Maximum Liability (2)</b>	<b>\$1,906</b>	<b>Per Month</b>	<b>\$22,872</b>	<b>Per Year</b>	<b>\$228,720</b>
					<b>Total of 10 Years</b>
<b>Scenario One (3)</b>	<b>\$1,026</b>	<b>Per Month</b>	<b>\$12,317</b>	<b>Per Year</b>	<b>\$123,168</b>
					<b>Total of 10 Years</b>
<b>Scenario Two (4)</b>	<b>\$304</b>	<b>Per Month</b>	<b>\$3,648</b>	<b>Per Year</b>	<b>\$36,480</b>
					<b>Total of 10 Years</b>

(1) Assumes maximum 30% AMI rent charged	
(2) Assumes subsidized units pay \$0 toward rent or utilities	
(3) Assumes residents receive minimum disability payment of:	\$733.00 Per Month. Thus, their rental contribution is: \$219.90
(4) Assumes average amount of Social Security Payment Received of:	\$1,335.00 Per Month. Thus, their rental contribution is: \$400.50

Based on 6/2015 retired worker SSA data

**Notes:**

- A. Tenant required to pay 30% of their income toward a combination of rent and utilities. Rental assistance pays the balance.
- B. Excludes both rental increases as well as interest earnings on the deposited rental assistance funds.

*Exhibit C*

Request for Payment

RENTAL ASSISTANCE PROGRAM FOR WASHINGTON SENIOR APARTMENTS

[INSERT DATE]

City of Bloomington, 109 E. Olive St., Bloomington, Illinois 61701  
Attention: City Manager

RE: AGREEMENT PROVIDING FOR A RENTAL ASSISTANCE PROGRAM DATED  
AUGUST \_\_\_\_, 2018 (THE "AGREEMENT")

Dear \_\_\_\_\_:

You are requested to disburse Bloomington Senior Rental Assistance Program payments to JNB Bloomington, LP (the "Owner") for tenants of Washington Senior Apartments (the "Project") pursuant to the terms and conditions of the Agreement. In connection with said disbursement, the undersigned certifies as follows:

1. Request for Payment No.: \_\_\_\_\_
2. Amount of Payment: \_\_\_\_\_
3. Aggregate Amount of Payments Made to Date: \_\_\_\_\_
4. The amount requested to be disbursed pursuant to this Request for Payment is for \_\_\_\_ units. Each tenant residing in such a unit is an eligible tenant and the housing assistance to be rendered has been calculated and verified pursuant to the terms and conditions of the Agreement.
5. The Project is not in violation of the terms set forth in Exhibit B of the Agreement or the Redevelopment Agreement.
6. The undersigned is not aware of any violations of City Code provisions relating the maintenance, condition or operation of the Project.

\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

APPROVED:

City of Bloomington

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_



## REGULAR AGENDA ITEM NO. 8C

FOR COUNCIL: September 10, 2018

**SPONSORING DEPARTMENT:** Police Department

**SUBJECT:** Consideration of an Ordinance amending the Fiscal Year 2019 Budget, in the amount of \$59,526, and the Purchase of nine (9) Vehicles from Morrow Brothers Ford, Inc. of Greenfield, IL, using the State of Illinois Joint Purchase Contract, for a total amount of \$360,910, as requested by the Police Department.

**RECOMMENDATION/MOTION:** (1) The Ordinance amending the Fiscal Year 2019 Budget, in the amount of \$59,526, be approved and the Mayor and City Clerk authorized to execute the Ordinance; and (2) the Purchase of nine (9) 2019 AWD Utility Police Interceptor Vehicles from Morrow Brothers Ford, Inc. of Greenfield, IL, using the State of Illinois Joint Purchase Contract #18-416CMS-BOSS4-750 (exp. 3/14/19) for a total amount of \$360,910 be approved, and the Procurement Manager be authorized to issue a Purchase Order.

**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 Police Department is recommending an ordinance amending the FY 2019 budget to increase the Capital Lease-Capital Outlay Licensed Vehicles (40110139-72130) account by \$59,526. The budget amendment will add enough funds so that the Council can approve the purchase of nine (9) 2019 AWD Utility Police Interceptor Vehicles, in the amount of \$360,910. The total budgeted amount is \$301,384, which is why the ordinance is required to authorize the purchase.

The City is using the state contract to have Ford and the selling dealer upfit the units. In the past, Fleet has removed the old units from service, stripped the police equipment, and upfitted the new units. This process can take four to five months to complete for six to eight vehicles because Fleet Technicians are pulled from this task to repair other units in the fleet. Base cost for a pursuit vehicle is around \$29,670.00. Units purchased with a partial upfit for Fleet to finish cost an estimated \$32,850. A unit upfitted by Ford and the selling Dealer for patrol will cost \$40,260. It can be put into service in two to three days. Police equipment will be transferred from the old units to the replacement units when possible.

The additional cost can be considered partially offset by efficiencies in utilization. During upfits completed by Fleet, two units can be out of service simultaneously; the unit being retired and its replacement. This delays the return on the investment in the new unit and puts pressure on department scheduling. This also delays the redeployment of the retired unit for other purposes,

or its sale at surplus. Also, while difficult to quantify, there is an internal / Fleet cost being exchanged by outsourcing this process. Fleet personnel must address the most critical needs of existing front-line vehicles first, as issues arise. These issues can result in overtime needs and delays when trying to address other deliverables such as upfitting new Police units.

The Department has seven (7) marked patrol vehicles, one (1) unmarked patrol vehicle, and one (1) School Resource Officer unit that are scheduled for replacement in this Fiscal Year. The replaced units will be removed from service and evaluated for possible redeployment to other City Departments that have older units with low miles that are rusting out. Staff respectfully requests to have any leftover replaced units declared as surplus, to be sold on public auction at [publicsurplus.com](http://publicsurplus.com) or [govdeals.com](http://govdeals.com).

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



Chevy Caprice (Current)



Chevy Impala (Current)



Ford Utility (Current)

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A**

**FINANCIAL IMPACT:** The budget amount of \$301,384 is included in the FY 2019 Adopted Budget under the Capital Lease-Capital Outlay Licensed Vehicles (40110139-72130). Stakeholders can locate this in the Budget Book titled “Other Funds & Capital Improvement” on pages 86 and 237. The new units will cost \$360,910, which will exceed the budget by \$59,526.

**COMMUNITY DEVELOPMENT IMPACT: N/A**

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

Respectfully submitted for Council consideration.

Prepared By: Rob Kronos, Superintendent of Fleet Maintenance  
Michael Hill, Miscellaneous Technical Assistant

Reviewed By: Clay E. Wheeler, Chief of Police

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

Water/Community Dev. Review By:

Bob Mahrt, Community Development Director

Legal Review By:

Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read 'T. Gleason', with a stylized flourish at the end.

Tim Gleason  
City Manager

**Attachments:**

- Ordinance
- Exhibit
- Presentation
- Marked Proposal
- Unmarked Proposal

**ORDINANCE NO. 2018 – \_\_\_\_**

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE  
FOR THE FISCAL YEAR ENDING APRIL 30, 2019**

WHEREAS, on April 9, 2018 by Ordinance Number 2018-23, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2019, which Ordinance was approved by Mayor Tari Renner on April, 10, 2018; and

WHEREAS, a Budget Amendment is needed as detailed below;

Amending the Fiscal Year 2019 Capital Lease Budget in the amount of \$59,526, from \$301,384 to \$360,910, to purchase nine (9) Vehicles from Morrow Brothers Ford, Inc. of Greenfield, IL, using the State of Illinois Joint Purchase Contract, in the amount of \$360,910, as requested by the Police Department.

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

Section One: Ordinance Number 2018- 23 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2019) is further hereby amended by inserting the following line item and amount presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2018-23 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2018-23

Section Three: This Ordinance shall be in full force and effect upon its passage and approval.

PASSED this 10<sup>th</sup> day of September 2018.

APPROVED this \_\_\_\_ day of September 2018.

**CITY OF BLOOMINGTON:**

**ATTEST:**

\_\_\_\_\_  
Tari Renner, Mayor

\_\_\_\_\_  
Cherry L. Lawson, C.M.C., City Clerk

**FY 2019 Budget Amendment-Exhibit**

<b>Account #</b>	<b>Fund</b>	<b>Account Description</b>	<b>Amount</b>	<b>Comments</b>
40110139-57516	Capital Lease	Lease Proceeds	\$ (59,526.00)	
40110139-72130	Capital Lease	Licensed Vehicles	\$ 59,526.00	
		<b>Net Transaction:</b>	<b>\$ -</b>	



# Police Unit Replacements

Clay Wheeler, Chief of Police  
Bloomington City Council Meeting | September 10, 2018

# Police Unit Replacements

- Units are due for replacement this year
  - Most units will have over 100,000 miles
  - Typically replaced at 100,000 miles
- One current, marked patrol unit will be moved to School Resource Officer
- Replaced units will be removed from service and evaluated for use in other City departments
- Leftover units not used in other departments will be declared as surplus



## Justification for Budget Amendment

All units combined are \$59,526 over the FY 2019 capital budget for police vehicles

- Units will be upfitted by Ford and the dealer
  - Saves Fleet time, money, and staff resources
  - Enables vehicles to go into service in 2-3 days instead of 4-5 months



# Costs

Type	Units	Cost per Unit	Cost
Marked 2019 AWD Utility Police Interceptor	8	\$40,260	\$322,080
Unmarked 2019 AWD Utility Police Interceptor	1	\$38,830	\$38,830
<b>TOTAL</b>			<b>\$360,910</b>

WWW.MORROWBROTHERSFORDINC.COM

1242 Main Street • Greenfield, IL • 62044

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



**STATE OF ILLINOIS  
INTERCEPTOR UTILITY AWD  
GOVERNMENT PRICING**

ORDERING AGENCY: City of Bloomington

CONTACT PERSON: Rob Krones CELL: \_\_\_\_\_

FORD FLEET # \_\_\_\_\_ PURCHASE ORDER # \_\_\_\_\_

QUANTITY: 8 COST EACH: \$ 40,260.00

ADDRESS: 336 South main st

CITY: Bloomington ZIP CODE: 61701 TAX EXEMPT # E999 - - - - -

PHONE: 309-434-2296 FAX: 309-434-2803 EMAIL: rkrones@cityblm.org

TOTAL ORDER COST: \$ 322,080.00

SIGNATURE \_\_\_\_\_ TITLE Supt. of Fleet

Morrow Brothers Ford Inc.  
1242 Main Street  
Greenfield, IL 62044

Phone # 1-217-368-3037  
Fax # 1-217-368-3517  
Email: [richie@morrowbrothersfordinc.com](mailto:richie@morrowbrothersfordinc.com)

**PLEASE SUBMIT THIS SIGNED FORM WITH ORDER**

**\*PAYMENT DUE UPON DELIVERY\***

# 2019 POLICE INTERCEPTOR UTILITY STANDARD EQUIPMENT

## MECHANICAL

- Alternator – 220-Amp
- Axle Ratio – 3.65 (AWD)
- Battery – H.D. maintenance-free 78A/750-CCA
- Brakes – 4-Wheel Heavy-Duty Disc w/H.D. Calipers
- Column Shifter
- Drivetrain – All-Wheel-Drive
- Electric Power-Assist Steering (EPAS) – Heavy-Duty
- Engine – 3.7L V6 Ti-VCT FFV
- Engine Hour Meter
- Engine Oil Cooler, Transmission Oil Cooler
- Fuel Tank – 18.6 gallons Capacity
- Suspension – independent front & rear
- Transmission – 6-speed automatic, police calibrated

## EXTERIOR

- Antenna, Roof-mounted
- Exhaust True Dual
- Front-Door-Lock Cylinders (Front Driver / Passenger)
- Glass – 2nd Row, Rear Quarter and Liftgate Privacy Glass
- Headlamps – LED Low Beam; Incandescent (Halogen) High Beam
- Liftgate w/ Fixed Glass w/Door-Lock Cylinder
- Mirrors – Black, Power Electric Remote
- Rear bumper step pad
- Spare – Full size 18" Tire w/TPMS
- Tail lamps – LED
- Tires – 245/55R18 A/S BSW
- Wheel-Lip Molding – Black
- Wheels – 18" x 8.0 painted black steel with wheel hub cover
- Windshield – Acoustic Laminated

## SAFETY / SECURITY

- AdvanceTrac® w/RSC® (Roll Stability Control™)
- Airbags, 2nd generation driver & front-passenger, side seat, Roll Curtain Airbags and Safety Canopy®
- Anti-Lock Brakes (ABS) with Traction Control
- Belt-Minder® (Front Driver / Passenger)
- Child-Safety Locks (capped)
- Individual Tire Pressure Monitoring System (TPMS)
- Seat Belts, Pretensioner/Energy-Management System w/adjustable height in 1st Row
- SOS Post-Crash Alert System™

## FUNCTIONAL

- Audio
    - AM/FM / CD / MP3 Capable / Clock / 6 speakers
    - 4.2" Color LCD Screen Center-Stack "Smart Display"
    - 5-way Steering Wheel Switches, Redundant Controls
- Note:** Radio does "not" include USB Port or Aux. Audio Input Jack
- Note:** USB Port and Aux. Audio Input Jack requires SYNC® (53M)
- Easy Fuel® Capless Fuel-Filler
  - Front door tether straps (driver/passenger)
  - Power pigtail harness
  - Rearview Camera with Washer viewable in 4" centerstack – OR – Rear View Camera viewable in rear view mirror 87R (No charge option)
  - Recovery Hook, Rear Only
  - Simple Fleet Key (w/o microchip, easy to replace)
  - Two-way radio pre-wire
  - Two (2) 50 amp battery ground circuits – power distribution junction block
  - Windows – Rear Defroster
  - Wipers – Front Speed-Sensitive Intermittent; Rear Dual Speed Wiper

## INTERIOR / COMFORT

- Cargo Hooks
- Climate Control – Single-Zone Manual
- Power Door Locks
- Floor Covering – Heavy-Duty Vinyl
- Glove Box – Locking/non-illuminated
- Lighting
  - Overhead Console with Sunglass Holder
  - 1st row task lights (driver and passenger)
  - Dome Lamp – 1st row (red/white)
  - 2nd/3rd row overhead map light
- Mirror – Day/night Rear View
- Particulate Air Filter
- Power-Adjustable Pedals
- Powerpoints – (2) First Row
- Rear-window Defrost
- Scuff Plates – Front & Rear
- Seats
  - 1st Row Police Grade Cloth Trim, Dual Front Buckets
  - 1st Row – Driver 6-way Power track (fore/aft. Up/down, tilt with manual recline, 2-way manual lumbar)
  - 1st Row – Passenger 2-way manual track (fore/aft. with manual recline)
  - Steel intrusion plates in both driver/passenger seatbacks
  - 2nd Row Vinyl, 60/40 Split Bench Seat with fold-flat
- Speed (Cruise) Control
- Speedometer – Calibrated (includes digital readout)
- Steering Wheel – Manual / Tilt with Speed Controls and Redundant Audio Controls
- Sun visors, color-keyed, non-illuminated
- Universal Top Tray – Center of I/P
- Windows, Power, 1-touch Up/Down Front Driver/PassengerSide with disable feature

## OPTIONS INCLUDED

- All Wheel Drive (K8A)
- Interior Lights Disabled, Dark Mode (43D)
- Driver's Side Whelen LED Spotlight (51T)
- Ignition Override System (SiD)
- Front Headlamp Housing, Pre-drilled (86P)
- Tail Lamp Lighting Solution (66B)
- Rear Hatch Timer, Delete (18D)
- 5 Year / 100,000 Miles Powertrain Extended Warranty

**2019 AWD Utility Police  
Interceptor  
\$28,490.00**

# 2019 POLICE INTERCEPTOR UTILITY COLORS, SEATING, LICENSING

EXTERIOR COLOR	PAINT CODE	CHARGE	SELECTION
Medium Brown Metallic	BU	Add \$0.00	<input type="checkbox"/>
Arizona Beige Metallic Clearcoat	E3	Add \$0.00	<input type="checkbox"/>
Vermillion Red	E4	Add \$0.00	<input type="checkbox"/>
Blue Metallic	FT	Add \$0.00	<input type="checkbox"/>
Shadow Black	UM	Add \$0.00	<input checked="" type="checkbox"/>
Smokestone Metallic	HG	Add \$0.00	<input type="checkbox"/>
Kodiak Brown Metallic	J1	Add \$0.00	<input type="checkbox"/>
Dark Toreador Red Metallic	JL	Add \$0.00	<input type="checkbox"/>
Norsea Blue Metallic	KR	Add \$0.00	<input type="checkbox"/>
Dark Blue	LK	Add \$0.00	<input type="checkbox"/>
Royal Blue	LM	Add \$0.00	<input type="checkbox"/>
Light Blue Metallic	LN	Add \$0.00	<input type="checkbox"/>
Silver Grey Metallic	TN	Add \$0.00	<input type="checkbox"/>
Sterling Grey Metallic	UJ	Add \$0.00	<input type="checkbox"/>
Ingot Silver Metallic	UX	Add \$0.00	<input type="checkbox"/>
Medium Titanium Metallic	YG	Add \$0.00	<input type="checkbox"/>
Oxford White	YZ	Add \$0.00	<input type="checkbox"/>

INTERIOR SEATING	SEATING	CHARGE	SELECTION
Cloth Front Buckets / Vinyl Rear <ul style="list-style-type: none"> <li>• Front - Unique Heavy-Duty Cloth, Front Bucket Seats Driver 6-way Power Track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar)</li> <li>• Passenger - 2-way Manual Track (fore/aft. With manual recline)</li> <li>• Rear - 60/40 Split Vinyl</li> </ul>	9W Standard	Add \$0.00	<input checked="" type="checkbox"/>
Cloth Front Buckets / Cloth Rear <ul style="list-style-type: none"> <li>• Front - Unique Heavy-Duty Cloth, Front Bucket Seats Driver 6-way Power Track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar)</li> <li>• Passenger - 2-way Manual Track (fore/aft. With manual recline)</li> <li>• Rear - 60/40 Split Cloth</li> </ul>	FW Optional	Add \$60.00	<input type="checkbox"/>
Front Passenger Seat, 6-Way Power	Optional (87P)	Add \$320.00	<input type="checkbox"/>
Carpet Floor Covering in lieu of Vinyl Floor Covering	Optional (16C)	Add \$125.00	<input type="checkbox"/>
Front & Rear WeatherTech Floor Liners	WTECH	Add \$180.00	<input type="checkbox"/>

OPTIONAL UTILITY DELETIONS	CODE	CHARGE	SELECTION
• Delete Driver's Side Spotlight	DDSS	Credit \$100.00	<input type="checkbox"/>
• Delete Ignition Override System	DIOS	Credit \$100.00	<input type="checkbox"/>

LICENSE, TITLE FEE AND DELIVERY	CHARGE	SELECTION
M	Add \$175.00	<input type="checkbox"/>
MP	Add \$175.00	<input type="checkbox"/>
Sheriff	Add \$175.00	<input type="checkbox"/>
Delivery - Single Unit	Add \$275.00	<input type="checkbox"/>
Delivery - Multiple Units	Add \$225.00 each	<input checked="" type="checkbox"/>

## 2019 POLICE INTERCEPTOR UTILITY OPTIONAL EQUIPMENT

OPTIONAL EQUIPMENT	OPTION CODE	CHARGE	SELECTION
<b>INTERIOR UPGRADE OPTION <i>*Not Recommended for Radio &amp; Equipment Mounting</i></b>			
<ul style="list-style-type: none"> <li>• 1st and 2nd Row Carpet Floor Covering</li> <li>• Cloth Seats – Rear</li> <li>• Center Floor Console less shifter w/unique Police console finish plate* and two cup holders</li> <li>• Deletes the standard console mounting plate (85D)</li> </ul>	65U	Add \$370.00	<input type="checkbox"/>
<b>FRONT HEADLAMP / POLICE INTERCEPTOR HOUSING ONLY</b>			
<ul style="list-style-type: none"> <li>• Pre-molded side warning LED holes (does not include LED installed lights; eliminates need to drill housing assemblies)</li> </ul>	86P	Included	<input type="checkbox"/>
<b>FRONT HEADLAMP LIGHTING SOLUTION</b>			
<ul style="list-style-type: none"> <li>• Includes base LED Low beam/incandescent (Halogen) High beam headlamp with High Beam Wig-wag function and two (2) white rectangular LED side warning lights</li> <li>• Wiring, LED lights included. Controller "not" included</li> </ul>	66A	Add \$820.00	<input checked="" type="checkbox"/>
<b>TAIL LAMP / POLICE INTERCEPTOR HOUSING ONLY</b>			
<ul style="list-style-type: none"> <li>• Pre-existing holes (does not include LED installed lights) (eliminates need to drill housing assemblies)</li> </ul>	86T	Add \$60.00	<input type="checkbox"/>
<b>TAIL LAMP LIGHTING SOLUTION</b>			
<ul style="list-style-type: none"> <li>• Includes base LED lights plus two (2) rear integrated hemispheric lighthead white LED side warning lights in taillamps</li> <li>• LED lights only. Wiring, controller "not" included</li> </ul>	66B	Included	<input type="checkbox"/>
<b>REAR LIGHTING SOLUTION</b>			
<ul style="list-style-type: none"> <li>• Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / passenger side blue) mounted to inside liftgate glass</li> <li>• Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / Passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open)</li> <li>• LED lights only. Wiring, controller "not" included</li> </ul>	66C	Add \$480.00	<input checked="" type="checkbox"/>
<b>CARGO WIRING UPFIT PACKAGE</b>			
<ul style="list-style-type: none"> <li>• Rear console plate (85R) – contours through 2nd row; channel for wiring</li> <li>• Wiring overlay harness with lighting and siren interface connections</li> <li>• Vehicle Engine Harness:                             <ul style="list-style-type: none"> <li>○ Two (2) light connectors – supports up to six (6) LED lights (engine compartment)</li> <li>○ Two (2) grille light connectors</li> <li>○ One (1) 10-amp siren/speaker circuit (engine to cargo area)</li> </ul> </li> <li>• Whelen Lighting PCC8R Control Head</li> <li>• Whelen PCC8R Light Relay Center (mounted behind 2nd row seat)</li> <li>• Light Controller / Relay Center Wiring (jumper harness)</li> <li>• Whelen Specific Cable (console to cargo area) Connects PCC8R to Control Head</li> <li>• Pre-wiring for grille LED lights, siren and speaker (60A)</li> <li>• Does "not" include LED lights ○ Recommend Police Wire Harness Connector Kits 47C and 21P</li> </ul>	67G	Add \$1,280.00	<input type="checkbox"/>
<b>READY FOR THE ROAD PACKAGE: all-in complete includes police interceptor packages: 66A, 66B, 66C, plus</b>			
<ul style="list-style-type: none"> <li>• Whelen Cencom Light Controller Head with dimmable backlight</li> <li>• Whelen Cencom Relay Center / Siren / Amp w/Traffic Advisor (mounted behind 2nd row seat)</li> <li>• Light Controller / Relay Cencom Wiring (wiring harness) w/additional input/output pigtailed</li> <li>• High current pigtail</li> <li>• Whelen Specific WECAN Cable (console to cargo area) connects Cencom to Control Head</li> <li>• Pre-wiring for grille LED lights, siren and speaker (60A)</li> <li>• Rear console plate (85R) – contours through 2nd row; channel for wiring</li> <li>• Grille linear LED Lights (Red / Blue) and harness</li> <li>• 100-Watt Siren / Speaker</li> <li>• Hidden Door-Lock Plunger / Rear-Door Handles Inoperable (52P)</li> </ul>	67H	Add \$3,770.00	<input type="checkbox"/>

## 2019 POLICE INTERCEPTOR UTILITY OPTIONAL EQUIPMENT

OPTIONAL EQUIPMENT (cont.)	OPTION CODE	CHARGE	SELECTION
<b>ULTIMATE WIRING PACKAGE</b>			
<ul style="list-style-type: none"> <li>• Rear console mounting plate (85R) – contours through 2nd row; channel for wiring</li> <li>• Pre-wiring for grille LED lights, siren and speaker (60A)</li> <li>• Wiring harness I/P to rear cargo area (overlay)                             <ul style="list-style-type: none"> <li>◦ Two (2) light cables – supports up to six (6) LED lights (engine compartment/grille)</li> <li>◦ One (1) 10-amp siren/speaker circuit engine cargo area</li> </ul> </li> <li>• Rear hatch/cargo area wiring – supports up to six (6) rear LED lights</li> <li>• Does "not" include LED lights, side connectors or controller                             <ul style="list-style-type: none"> <li>◦ Recommend Police Wire Harness Connector Kits 47C and 21P</li> </ul> </li> </ul>	67U	Add \$560.00	<input type="checkbox"/>
<b>POLICE WIRE HARNESS CONNECTOR KIT - FRONT</b>			
<ul style="list-style-type: none"> <li>• For connectivity to Ford PI Package solutions includes:                             <ul style="list-style-type: none"> <li>◦ (2) Male 4-pin connectors for siren</li> <li>◦ (5) Female 4-pin connectors for lighting/siren/speaker</li> <li>◦ (1) 4-pin IP connector for speakers</li> <li>◦ (1) 4-pin IP connector for siren controller connectivity</li> <li>◦ (1) 8-pin sealed connector</li> <li>◦ (1) 14-pin IP connector</li> </ul> </li> </ul>	47C	Add \$130.00	<input type="checkbox"/>
<b>POLICE WIRE HARNESS CONNECTOR KIT - REAR</b>			
<ul style="list-style-type: none"> <li>• For connectivity to Ford PI Package solutions includes:                             <ul style="list-style-type: none"> <li>◦ (1) 2-pin connector for rear lighting</li> <li>◦ (1) 2-pin connector</li> <li>◦ (6) Female 4-pin connectors</li> <li>◦ (6) Male 4 pin connectors</li> <li>◦ (1) 10-pin connector</li> </ul> </li> </ul>	21P	Add \$130.00	<input type="checkbox"/>

KEY EXTERIOR OPTIONS	OPTION CODE	CHARGE	SELECTION
<b>LAMPS / LIGHTING</b>			
<ul style="list-style-type: none"> <li>• Auto Headlamp</li> </ul>	86L	Add \$115.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Dome Lamp - Red/White in Cargo Area</li> </ul>	17T	Add \$50.00	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> <li>• Front Warning Auxiliary LED Lights (Driver side – Red / Passenger side – Blue)</li> </ul>	21L	Add \$550.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Front Interior Visor Light Bar (LED)</li> <li>• Super low-profile warning LED light bar fully integrated into the top of the windshield near the headliner. (Red/Red or Blue/Blue operation. White "take down" and "scene" capabilities), 3 Year Warranty</li> <li><b>Note:</b> Requires Rear Console Plate (85R)</li> </ul>	96W	Add \$1,080.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Front Interior Visor Light Bar (LED)</li> <li>• Whelen FST Front Inner Edge Trio (Red/Blue/White), 5 Year Warranty</li> </ul>	FST	Add \$1,060.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Pre-wiring for grille LED lights, siren and speaker</li> </ul>	60A	Add \$50.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Rear Quarter Glass Side Marker LED Lights (Driver side–Red/Passenger side– Blue)</li> <li>• Whelen Avenger II Duo Red/Blue AVC12J</li> </ul>	63L	Add \$570.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Rear Spoiler Traffic Warning Lights (LED)</li> <li>• Fully integrated in rear spoiler for enhanced visibility</li> <li>• Provides red/blue/amber directional lighting</li> <li><b>Note:</b> Requires Rear Console Plate (85R). Not available with Interior Upgrade Package (65U), 3 Year Warranty</li> </ul>	96T	Add \$1,380.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Interior Rear LED Light Bar</li> <li>• Whelen RST Rear Trio (Red/Blue/Amber) Inner Edge, 5 Year Warranty</li> </ul>	RST	Add \$1,080.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Side Marker LED – Sideview Mirrors (Driver side – Red / Passenger side – Blue)</li> <li>• Located on backside of exterior mirror housing</li> <li>• LED lights only. Wiring, controller "not" included.</li> <li><b>Note:</b> Requires 60A</li> </ul>	63B	Add \$290.00	<input type="checkbox"/>
<b>SPOT LAMP, LED BULB</b>			
<ul style="list-style-type: none"> <li>• Passenger Side Whelen LED Spotlight</li> </ul>	51V	Add \$420.00	<input type="checkbox"/>
<b>BODY</b>			
<ul style="list-style-type: none"> <li>• Glass – Solar Tint 2nd Row, Rear Quarter and Liftgate Window (Deletes Privacy Glass)</li> </ul>	92G	Add \$120.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Glass – Solar Tint 2nd Row Only, Privacy Glass on Rear Quarter and Liftgate Window</li> </ul>	92R	Add \$90.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Roof Rack Side Rails – Black</li> </ul>	68Z	Add \$150.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Deflector Plate</li> </ul>	76D	Add \$330.00	<input type="checkbox"/>

## 2019 POLICE INTERCEPTOR UTILITY OPTIONAL EQUIPMENT

KEY EXTERIOR OPTIONS (cont.)	OPTION CODE	CHARGE	SELECTION
<b>VINYL WRAP OPTIONS</b>			
<ul style="list-style-type: none"> <li>● Two-Tone Vinyl Package #1                             <ul style="list-style-type: none"> <li>○ Roof Vinyl</li> <li>○ RH/LH Front-Doors Vinyl</li> <li>○ RH/LH Rear-Doors Vinyl</li> <li>○ White (YZ) Only</li> </ul> </li> </ul>	91A	Add \$880.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>● Vinyl Word Wrap - POLICE 'non-reflective'                             <ul style="list-style-type: none"> <li>○ White (YZ) lettering located on LH/RH sides of vehicle</li> </ul> </li> </ul>	91D	Add \$820.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>● Vinyl Word Wrap - POLICE 'reflective'                             <ul style="list-style-type: none"> <li>○ Black lettering located on LH/RH sides of vehicle</li> </ul> </li> </ul>	91E	Add \$820.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>● Vinyl Word Wrap - POLICE 'reflective'                             <ul style="list-style-type: none"> <li>○ White lettering located on LH/RH sides of vehicle</li> </ul> </li> </ul>	91F	Add \$820.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>● Vinyl Word Wrap - SHERIFF 'non-reflective'                             <ul style="list-style-type: none"> <li>○ White lettering located on LH/RH sides of vehicle</li> </ul> </li> </ul>	91G	Add \$820.00	<input type="checkbox"/>
<b>WHEELS</b>			
<ul style="list-style-type: none"> <li>● Full Wheel Covers</li> </ul>	65L	Add \$60.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>● 18" Painted Aluminum Wheel                             <ul style="list-style-type: none"> <li>Note: Spare wheel is an 18" conventional (Police) black steel wheel</li> </ul> </li> </ul>	64E	Add \$460.00	<input type="checkbox"/>
<b>AUDIO / VIDEO</b>			
<ul style="list-style-type: none"> <li>● SYNC® Basic (Voice-Activated Communication System) – Includes single USB port and single auxiliary audio input jack</li> </ul>	53M	Add \$290.00	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> <li>● Remappable (4) switches on steering wheel (less SYNC®)</li> </ul>	61R	Add \$150.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>● Remappable (4) switches on steering wheel (with SYNC®)</li> </ul>	61S	Add \$150.00	<input type="checkbox"/>
<b>DOORS / LOCKS (select only one)</b>			
<ul style="list-style-type: none"> <li>● Hidden door-lock plunger w/rear inside door handles inoperable</li> </ul>	52P	Add \$160.00	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> <li>● Rear inside door handles inoperable / locks inoperable</li> </ul>	68G	Add \$35.00	<input type="checkbox"/>
<b>WINDOWS</b>			
<ul style="list-style-type: none"> <li>● Windows – Rear-windows, operable from front driver side switches</li> </ul>	18W	Add \$35.00	<input checked="" type="checkbox"/>
<b>KEYS (can be ordered with Remote Keyless Entry 55F; not available with Perimeter Anti-Theft Alarm 593)</b>			
<ul style="list-style-type: none"> <li>● Keyed Alike – 1435x</li> </ul>	59E	Add \$55.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>● Keyed Alike – 1284x</li> </ul>	59B	Add \$55.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>● Keyed Alike – 0135x</li> </ul>	59D	Add \$55.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>● Keyed Alike – 0576x</li> </ul>	59F	Add \$55.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>● Keyed Alike – 1111x</li> </ul>	59J	Add \$55.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>● Keyed Alike – 1294x</li> </ul>	59C	Add \$55.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>● Keyed Alike – 0151x</li> </ul>	59G	Add \$55.00	<input type="checkbox"/>
<b>SAFETY &amp; SECURITY</b>			
<ul style="list-style-type: none"> <li>● Ballistic Door-Panels (Level III) – Driver Front-Door Only</li> </ul>	90D	Add \$1,510.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>● Ballistic Door-Panels (Level III) – Driver &amp; Pass Front-Doors</li> </ul>	90E	Add \$3,020.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>● BLIS® – Blind Spot Monitoring with Cross-traffic Alert (Requires 54Z)</li> </ul>	55B	Add \$540.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>● Lockable Gas Cap for Easy Fuel® Capless Fuel-Filler</li> </ul>	19L	Add \$20.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>● Mirrors – Heated Sideview</li> </ul>	549	Add \$60.00	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> <li>● Ford Factory Engine Idle Feature Upgrade                             <ul style="list-style-type: none"> <li>○ Upgrade: Ignition Override from After-Market Secure Idle Brand to a Ford Factory Installed System with 3 Year / 36,000 Mile Warranty</li> <li>○ Feature Includes in-Dash Indicator when System is Activated</li> </ul> </li> </ul>	47A	Add \$240.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>● Remote Keyless-Entry Key Fob (w/o Keypad, less PATS) – (includes 4-key fobs) Note: Available with Keyed Alike, however, key fobs are "not" fobbed alike when ordered with Keyed-Alike</li> </ul>	55F	Add \$330.00	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> <li>● Reverse Sensing</li> </ul>	76R	Add \$275.00	<input checked="" type="checkbox"/>
<b>MISCELLANEOUS</b>			
<ul style="list-style-type: none"> <li>● Aux Air Conditioning                             <ul style="list-style-type: none"> <li>Note: Highly Recommended for K9 Units</li> </ul> </li> </ul>	17A	Add \$580.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>● Additional Noise Suppression Bonds (Ground Straps)</li> </ul>	60R	Add \$95.00	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> <li>● Engine 3.5L Twin Turbo EcoBoost®</li> </ul>	99T	Add \$3,190.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>● Engine Block Heater</li> </ul>	41H	Add \$90.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>● Enhanced PTU Cooler – Power Transfer Unit</li> <li>● Recommended Usage: EVOC Training; Continuous / Extended Track Usage                             <ul style="list-style-type: none"> <li>Note: This PTU Cooler is not required for day to day patrol usage</li> <li>Note: Requires the 3.5L V6 EcoBoost® Engine (99T)</li> </ul> </li> </ul>	52B	Add \$2,910.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>● 100 Watt Siren/Speaker (includes bracket and pigtail)</li> </ul>	18X	Add \$290.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>● Rear Console Plate</li> </ul>	85R	Add \$35.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>● 4 Molded Splash Guards</li> </ul>	MSP	Add \$190.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>● External Driver's Door Mounted Keyless Entry Pad</li> </ul>	KEP	Add \$160.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>● Fire Extinguisher with Vehicle Mount Bracket</li> </ul>	FEM	Add \$170.00	<input type="checkbox"/>

# POLICE VEHICLE WARNING EQUIPMENT AND PACKAGES

WARNING EQUIPMENT AND PACKAGES	CHARGE	SELECTION
<b>Basic Patrol Package</b> <ul style="list-style-type: none"> <li>● Whelen Liberty II 48" LED Light Bar</li> <li>● Integrated Alley Lights, Take downs with Flash</li> <li>● Integrated Traffic Advisor</li> <li>● Full Feature Siren w/ Light Controls, PA (Whelen)</li> <li>● 100 Watt Siren Speak w/Bracket (Whelen)</li> <li>● 4 LED Corner Lights, 2-Front 2-Rear (Whelen)</li> <li>● Custom Equipment Console</li> <li>● 3 Outlet 12 Volt Strip, Cupholders</li> <li>● Light Bar Mounting Kit</li> <li>● Installation of One Customer Supplied, 2-Way Radio and Antenna</li> <li>● All Parts, Labor, and Professional Installation</li> </ul>	Add \$4,980.00	<input checked="" type="checkbox"/>
Upgrade Light Bar to Whelen Legacy Model	Add \$770.00	<input type="checkbox"/>
<b>Slick Top Package</b> <ul style="list-style-type: none"> <li>● Interior LED's in lieu of Light Bar; Includes Whelen FST Trio &amp; RST Trio</li> </ul>	Add \$4,980.00	<input type="checkbox"/>
Two Ion LED Grill Lights (standard with Slick Top Package)	Add \$280.00	<input checked="" type="checkbox"/>
Whelen LINV2 180 Degree Under Mirror Side Warning	Add \$490.00	<input type="checkbox"/>
Whelen Tracer Lower Side Warning	Add \$1,680.00	<input type="checkbox"/>
Prisoner Partition - Sliding Center Window, XL Space Saver, Center Weapons Recess	Add \$880.00	<input checked="" type="checkbox"/>
Supply & Install LED Light in Prisoner Area	Add \$160.00	<input checked="" type="checkbox"/>
Rear Window Armor	Add \$290.00	<input checked="" type="checkbox"/>
Dual Weapons Rack w/Timer; AR/870 Setina Vaultlock or Pro Gard Tri-Lock	Add \$560.00	<input type="checkbox"/>
Push Bumper with 4 Ion LED Warning Lights	Add \$880.00	<input type="checkbox"/>
Rear Prisoner Seat w/ Cargo Barrier	Add \$1,480.00	<input checked="" type="checkbox"/>
Rear Cargo Barrier Only	Add \$590.00	<input type="checkbox"/>
Computer Mount for Customer Supplied Docking Station (includes new charge guard)	Add \$490.00	<input checked="" type="checkbox"/>
Install Additional Radio	Add \$90.00 each	<input type="checkbox"/>
Install Video* Camera System	Add \$390.00	<input checked="" type="checkbox"/>
Install Radar* System	Add \$80.00	<input type="checkbox"/>
Locking Dual-Drawer Rear Cargo Storage Cabinet	Add \$1,990.00	<input type="checkbox"/>
Lund Loft Rear Overhead Weapon/Electronics Storage Vault	Starting at \$795.00	<input type="checkbox"/>

Custom Programming Available at an Additional \$90.00 per Hour

\*Customer Supplied Video and Radar Must Include Vehicle Specific Mounting Kit

WWW.MORROWBROTHERSFORDINC.COM

1242 Main Street • Greenfield, IL • 62044

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



**STATE OF ILLINOIS  
INTERCEPTOR UTILITY AWD  
GOVERNMENT PRICING**

ORDERING AGENCY: City of Bloomington

CONTACT PERSON: Rob Krones CELL: \_\_\_\_\_

FORD FLEET # \_\_\_\_\_ PURCHASE ORDER # \_\_\_\_\_

QUANTITY: 1 COST EACH: \$ 38,830.00

ADDRESS: 336 South main street

CITY: Bloomington ZIP CODE: 61701 TAX EXEMPT # E999 - - - - -

PHONE: 309-434-2296 FAX: 309-434-2803 EMAIL: rkrones@cityblm.org

TOTAL ORDER COST: \$ 38,830.00

SIGNATURE \_\_\_\_\_ TITLE Supt. of Fleet

Morrow Brothers Ford Inc.  
1242 Main Street  
Greenfield, IL 62044

Phone # 1-217-368-3037  
Fax # 1-217-368-3517  
Email: [richie@morrowbrothersfordinc.com](mailto:richie@morrowbrothersfordinc.com)

**PLEASE SUBMIT THIS SIGNED FORM WITH ORDER**

**\*PAYMENT DUE UPON DELIVERY\***

# 2019 POLICE INTERCEPTOR UTILITY STANDARD EQUIPMENT

## MECHANICAL

- Alternator – 220-Amp
- Axle Ratio – 3.65 (AWD)
- Battery – H.D. maintenance-free 78A/750-CCA
- Brakes – 4-Wheel Heavy-Duty Disc w/H.D. Calipers
- Column Shifter
- Drivetrain – All-Wheel-Drive
- Electric Power-Assist Steering (EPAS) – Heavy-Duty
- Engine – 3.7L V6 Ti-VCT FFV
- Engine Hour Meter
- Engine Oil Cooler, Transmission Oil Cooler
- Fuel Tank – 18.6 gallons Capacity
- Suspension – independent front & rear
- Transmission – 6-speed automatic, police calibrated

## EXTERIOR

- Antenna, Roof-mounted
- Exhaust True Dual
- Front-Door-Lock Cylinders (Front Driver / Passenger)
- Glass – 2nd Row, Rear Quarter and Liftgate Privacy Glass
- Headlamps – LED Low Beam; Incandescent (Halogen) High Beam
- Liftgate w/ Fixed Glass w/Door-Lock Cylinder
- Mirrors – Black, Power Electric Remote
- Rear bumper step pad
- Spare – Full size 18" Tire w/TPMS
- Tail lamps – LED
- Tires – 245/55R18 A/S BSW
- Wheel-Lip Molding – Black
- Wheels – 18" x 8.0 painted black steel with wheel hub cover
- Windshield – Acoustic Laminated

## SAFETY / SECURITY

- AdvanceTrac® w/RSC® (Roll Stability Control™)
- Airbags, 2nd generation driver & front-passenger, side seat, Roll Curtain Airbags and Safety Canopy®
- Anti-Lock Brakes (ABS) with Traction Control
- Belt-Minder® (Front Driver / Passenger)
- Child-Safety Locks (capped)
- Individual Tire Pressure Monitoring System (TPMS)
- Seat Belts, Pretensioner/Energy-Management System w/adjustable height in 1st Row
- SOS Post-Crash Alert System™

## FUNCTIONAL

- Audio
    - AM/FM / CD / MP3 Capable / Clock / 6 speakers
    - 4.2" Color LCD Screen Center-Stack "Smart Display"
    - 5-way Steering Wheel Switches, Redundant Controls
- Note:** Radio does "not" include USB Port or Aux. Audio Input Jack  
**Note:** USB Port and Aux. Audio Input Jack requires SYNC® (53M)
- Easy Fuel® Capless Fuel-Filler
  - Front door tether straps (driver/passenger)
  - Power pigtail harness
  - Rearview Camera with Washer viewable in 4" centerstack – OR – Rear View Camera viewable in rear view mirror 87R (No charge option)
  - Recovery Hook, Rear Only
  - Simple Fleet Key (w/o microchip, easy to replace)
  - Two-way radio pre-wire
  - Two (2) 50 amp battery ground circuits – power distribution junction block
  - Windows – Rear Defroster
  - Wipers – Front Speed-Sensitive Intermittent; Rear Dual Speed Wiper

## INTERIOR / COMFORT

- Cargo Hooks
- Climate Control – Single-Zone Manual
- Power Door Locks
- Floor Covering – Heavy-Duty Vinyl
- Glove Box – Locking/non-illuminated
- Lighting
  - Overhead Console with Sunglass Holder
  - 1st row task lights (driver and passenger)
  - Dome Lamp – 1st row (red/white)
  - 2nd/3rd row overhead map light
- Mirror – Day/night Rear View
- Particulate Air Filter
- Power-Adjustable Pedals
- Powerpoints – (2) First Row
- Rear-window Defrost
- Scuff Plates – Front & Rear
- Seats
  - 1st Row Police Grade Cloth Trim, Dual Front Buckets
  - 1st Row – Driver 6-way Power track (fore/aft. Up/down, tilt with manual recline, 2-way manual lumbar)
  - 1st Row – Passenger 2-way manual track (fore/aft. with manual recline)
  - Steel intrusion plates in both driver/passenger seatbacks
  - 2nd Row Vinyl, 60/40 Split Bench Seat with fold-flat
- Speed (Cruise) Control
- Speedometer – Calibrated (includes digital readout)
- Steering Wheel – Manual / Tilt with Speed Controls and Redundant Audio Controls
- Sun visors, color-keyed, non-illuminated
- Universal Top Tray – Center of I/P
- Windows, Power, 1-touch Up/Down Front Driver/PassengerSide with disable feature

## OPTIONS INCLUDED

- All Wheel Drive (K8A)
- Interior Lights Disabled, Dark Mode (43D)
- Driver's Side Whelen LED Spotlight (51T)
- Ignition Override System (SID)
- Front Headlamp Housing, Pre-drilled (86P)
- Tail Lamp Lighting Solution (66B)
- Rear Hatch Timer, Delete (18D)
- 5 Year / 100,000 Miles Powertrain Extended Warranty

**2019 AWD Utility Police  
Interceptor  
\$28,490.00**

# 2019 POLICE INTERCEPTOR UTILITY COLORS, SEATING, LICENSING

EXTERIOR COLOR	PAINT CODE	CHARGE	SELECTION
Medium Brown Metallic	BU	Add \$0.00	<input type="checkbox"/>
Arizona Beige Metallic Clearcoat	E3	Add \$0.00	<input type="checkbox"/>
Vermillion Red	E4	Add \$0.00	<input type="checkbox"/>
Blue Metallic	FT	Add \$0.00	<input type="checkbox"/>
Shadow Black	UM	Add \$0.00	<input type="checkbox"/>
Smokestone Metallic	HG	Add \$0.00	<input type="checkbox"/>
Kodiak Brown Metallic	J1	Add \$0.00	<input type="checkbox"/>
Dark Toreador Red Metallic	JL	Add \$0.00	<input type="checkbox"/>
Norsea Blue Metallic	KR	Add \$0.00	<input type="checkbox"/>
Dark Blue	LK	Add \$0.00	<input type="checkbox"/>
Royal Blue	LM	Add \$0.00	<input type="checkbox"/>
Light Blue Metallic	LN	Add \$0.00	<input type="checkbox"/>
Silver Grey Metallic	TN	Add \$0.00	<input type="checkbox"/>
Sterling Grey Metallic	UJ	Add \$0.00	<input type="checkbox"/>
Ingot Silver Metallic	UX	Add \$0.00	<input type="checkbox"/>
Medium Titanium Metallic	YG	Add \$0.00	<input type="checkbox"/>
Oxford White	YZ	Add \$0.00	<input type="checkbox"/>

INTERIOR SEATING	SEATING	CHARGE	SELECTION
Cloth Front Buckets / Vinyl Rear <ul style="list-style-type: none"> <li>• Front - Unique Heavy-Duty Cloth, Front Bucket Seats Driver 6-way Power Track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar)</li> <li>• Passenger - 2-way Manual Track (fore/aft. With manual recline)</li> <li>• Rear - 60/40 Split Vinyl</li> </ul>	9W Standard	Add \$0.00	<input checked="" type="checkbox"/>
Cloth Front Buckets / Cloth Rear <ul style="list-style-type: none"> <li>• Front - Unique Heavy-Duty Cloth, Front Bucket Seats Driver 6-way Power Track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar)</li> <li>• Passenger - 2-way Manual Track (fore/aft. With manual recline)</li> <li>• Rear - 60/40 Split Cloth</li> </ul>	FW Optional	Add \$60.00	<input type="checkbox"/>
Front Passenger Seat, 6-Way Power	Optional (87P)	Add \$320.00	<input type="checkbox"/>
Carpet Floor Covering in lieu of Vinyl Floor Covering	Optional (16C)	Add \$125.00	<input type="checkbox"/>
Front & Rear WeatherTech Floor Liners	WTECH	Add \$180.00	<input type="checkbox"/>

OPTIONAL UTILITY DELETIONS	CODE	CHARGE	SELECTION
• Delete Driver's Side Spotlight	DDSS	Credit \$100.00	<input type="checkbox"/>
• Delete Ignition Override System	DIOS	Credit \$100.00	<input type="checkbox"/>

LICENSE, TITLE FEE AND DELIVERY	CHARGE	SELECTION
M	Add \$175.00	<input type="checkbox"/>
MP	Add \$175.00	<input type="checkbox"/>
Sheriff	Add \$175.00	<input type="checkbox"/>
Delivery - Single Unit	Add \$275.00	<input type="checkbox"/>
Delivery - Multiple Units	Add \$225.00 each	<input checked="" type="checkbox"/>

## 2019 POLICE INTERCEPTOR UTILITY OPTIONAL EQUIPMENT

OPTIONAL EQUIPMENT	OPTION CODE	CHARGE	SELECTION
<b>INTERIOR UPGRADE OPTION <i>*Not Recommended for Radio &amp; Equipment Mounting</i></b>			
<ul style="list-style-type: none"> <li>• 1st and 2nd Row Carpet Floor Covering</li> <li>• Cloth Seats – Rear</li> <li>• Center Floor Console less shifter w/unique Police console finish plate* and two cup holders</li> <li>• Deletes the standard console mounting plate (85D)</li> </ul>	65U	Add \$370.00	<input type="checkbox"/>
<b>FRONT HEADLAMP / POLICE INTERCEPTOR HOUSING ONLY</b>			
<ul style="list-style-type: none"> <li>• Pre-molded side warning LED holes (does not include LED installed lights; eliminates need to drill housing assemblies)</li> </ul>	86P	Included	<input type="checkbox"/>
<b>FRONT HEADLAMP LIGHTING SOLUTION</b>			
<ul style="list-style-type: none"> <li>• Includes base LED Low beam/Incandescent (Halogen) High beam headlamp with High Beam Wig-wag function and two (2) white rectangular LED side warning lights</li> <li>• Wiring, LED lights included. Controller "not" included</li> </ul>	66A	Add \$820.00	<input checked="" type="checkbox"/>
<b>TAIL LAMP / POLICE INTERCEPTOR HOUSING ONLY</b>			
<ul style="list-style-type: none"> <li>• Pre-existing holes (does not include LED installed lights) (eliminates need to drill housing assemblies)</li> </ul>	86T	Add \$60.00	<input type="checkbox"/>
<b>TAIL LAMP LIGHTING SOLUTION</b>			
<ul style="list-style-type: none"> <li>• Includes base LED lights plus two (2) rear integrated hemispheric lighthouse white LED side warning lights in taillamps</li> <li>• LED lights only. Wiring, controller "not" included</li> </ul>	66B	Included	<input type="checkbox"/>
<b>REAR LIGHTING SOLUTION</b>			
<ul style="list-style-type: none"> <li>• Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / passenger side blue) mounted to inside liftgate glass</li> <li>• Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / Passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open)</li> <li>• LED lights only. Wiring, controller "not" included</li> </ul>	66C	Add \$480.00	<input checked="" type="checkbox"/>
<b>CARGO WIRING UPFIT PACKAGE</b>			
<ul style="list-style-type: none"> <li>• Rear console plate (85R) – contours through 2nd row; channel for wiring</li> <li>• Wiring overlay harness with lighting and siren interface connections</li> <li>• Vehicle Engine Harness:                             <ul style="list-style-type: none"> <li>◦ Two (2) light connectors – supports up to six (6) LED lights (engine compartment)</li> <li>◦ Two (2) grille light connectors</li> <li>◦ One (1) 10-amp siren/speaker circuit (engine to cargo area)</li> </ul> </li> <li>• Whelen Lighting PCC8R Control Head</li> <li>• Whelen PCC8R Light Relay Center (mounted behind 2nd row seat)</li> <li>• Light Controller / Relay Center Wiring (jumper harness)</li> <li>• Whelen Specific Cable (console to cargo area) Connects PCC8R to Control Head</li> <li>• Pre-wiring for grille LED lights, siren and speaker (60A)</li> <li>• Does "not" include LED lights ◦ Recommend Police Wire Harness Connector Kits 47C and 21P</li> </ul>	67G	Add \$1,280.00	<input type="checkbox"/>
<b>READY FOR THE ROAD PACKAGE: all-in complete includes police interceptor packages: 66A, 66B, 66C, plus</b>			
<ul style="list-style-type: none"> <li>• Whelen Cencom Light Controller Head with dimmable backlight</li> <li>• Whelen Cencom Relay Center / Siren / Amp w/Traffic Advisor (mounted behind 2nd row seat)</li> <li>• Light Controller / Relay Cencom Wiring (wiring harness) w/additional input/output pigtailed</li> <li>• High current pigtail</li> <li>• Whelen Specific WECAN Cable (console to cargo area) connects Cencom to Control Head</li> <li>• Pre-wiring for grille LED lights, siren and speaker (60A)</li> <li>• Rear console plate (85R) – contours through 2nd row; channel for wiring</li> <li>• Grille linear LED Lights (Red / Blue) and harness</li> <li>• 100-Watt Siren / Speaker</li> <li>• Hidden Door-Lock Plunger / Rear-Door Handles Inoperable (52P)</li> </ul>	67H	Add \$3,770.00	<input type="checkbox"/>

## 2019 POLICE INTERCEPTOR UTILITY OPTIONAL EQUIPMENT

OPTIONAL EQUIPMENT (cont.)	OPTION CODE	CHARGE	SELECTION
<b>ULTIMATE WIRING PACKAGE</b>			
<ul style="list-style-type: none"> <li>• Rear console mounting plate (85R) – contours through 2nd row; channel for wiring</li> <li>• Pre-wiring for grille LED lights, siren and speaker (60A)</li> <li>• Wiring harness I/P to rear cargo area (overlay)                             <ul style="list-style-type: none"> <li>◦ Two (2) light cables – supports up to six (6) LED lights (engine compartment/grille)</li> <li>◦ One (1) 10-amp siren/speaker circuit engine cargo area</li> </ul> </li> <li>• Rear hatch/cargo area wiring – supports up to six (6) rear LED lights</li> <li>• Does "not" include LED lights, side connectors or controller                             <ul style="list-style-type: none"> <li>◦ Recommend Police Wire Harness Connector Kits 47C and 21P</li> </ul> </li> </ul>	67U	Add \$560.00	<input type="checkbox"/>
<b>POLICE WIRE HARNESS CONNECTOR KIT - FRONT</b>			
<ul style="list-style-type: none"> <li>• For connectivity to Ford PI Package solutions includes:                             <ul style="list-style-type: none"> <li>◦ (2) Male 4-pin connectors for siren</li> <li>◦ (5) Female 4-pin connectors for lighting/siren/speaker</li> <li>◦ (1) 4-pin IP connector for speakers</li> <li>◦ (1) 4-pin IP connector for siren controller connectivity</li> <li>◦ (1) 8-pin sealed connector</li> <li>◦ (1) 14-pin IP connector</li> </ul> </li> </ul>	47C	Add \$130.00	<input type="checkbox"/>
<b>POLICE WIRE HARNESS CONNECTOR KIT - REAR</b>			
<ul style="list-style-type: none"> <li>• For connectivity to Ford PI Package solutions includes:                             <ul style="list-style-type: none"> <li>◦ (1) 2-pin connector for rear lighting</li> <li>◦ (1) 2-pin connector</li> <li>◦ (6) Female 4-pin connectors</li> <li>◦ (6) Male 4 pin connectors</li> <li>◦ (1) 10-pin connector</li> </ul> </li> </ul>	21P	Add \$130.00	<input type="checkbox"/>

KEY EXTERIOR OPTIONS	OPTION CODE	CHARGE	SELECTION
<b>LAMPS / LIGHTING</b>			
<ul style="list-style-type: none"> <li>• Auto Headlamp</li> </ul>	86L	Add \$115.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Dome Lamp - Red/White in Cargo Area</li> </ul>	17T	Add \$50.00	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> <li>• Front Warning Auxiliary LED Lights (Driver side – Red / Passenger side – Blue)</li> </ul>	21L	Add \$550.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Front Interior Visor Light Bar (LED)</li> <li>• Super low-profile warning LED light bar fully integrated into the top of the windshield near the headliner. (Red/Red or Blue/Blue operation. White "take down" and "scene" capabilities), 3 Year Warranty</li> <li><b>Note:</b> Requires Rear Console Plate (85R)</li> </ul>	96W	Add \$1,060.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Front Interior Visor Light Bar (LED)</li> <li>• Whelen FST Front Inner Edge Trio (Red/Blue/White), 5 Year Warranty</li> </ul>	FST	Add \$1,060.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Pre-wiring for grille LED lights, siren and speaker</li> </ul>	60A	Add \$50.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Rear Quarter Glass Side Marker LED Lights (Driver side–Red/Passenger side– Blue)</li> <li>• Whelen Avenger II Duo Red/Blue AVC12J</li> </ul>	63L	Add \$570.00	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> <li>• Rear Spoiler Traffic Warning Lights (LED)</li> <li>• Fully integrated in rear spoiler for enhanced visibility</li> <li>• Provides red/blue/amber directional lighting</li> <li><b>Note:</b> Requires Rear Console Plate (85R). Not available with Interior Upgrade Package (65U), 3 Year Warranty</li> </ul>	96T	Add \$1,380.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Interior Rear LED Light Bar</li> <li>• Whelen RST Rear Trio (Red/Blue/Amber) Inner Edge, 5 Year Warranty</li> </ul>	RST	Add \$1,080.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Side Marker LED – Sideview Mirrors (Driver side – Red / Passenger side – Blue)</li> <li>• Located on backside of exterior mirror housing</li> <li>• LED lights only. Wiring, controller "not" included.</li> <li><b>Note:</b> Requires 60A</li> </ul>	63B	Add \$290.00	<input checked="" type="checkbox"/>
<b>SPOT LAMP, LED BULB</b>			
<ul style="list-style-type: none"> <li>• Passenger Side Whelen LED Spotlight</li> </ul>	51V	Add \$420.00	<input type="checkbox"/>
<b>BODY</b>			
<ul style="list-style-type: none"> <li>• Glass – Solar Tint 2nd Row, Rear Quarter and Liftgate Window (Deletes Privacy Glass)</li> </ul>	92G	Add \$120.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Glass – Solar Tint 2nd Row Only, Privacy Glass on Rear Quarter and Liftgate Window</li> </ul>	92R	Add \$90.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Roof Rack Side Rails – Black</li> </ul>	68Z	Add \$150.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Deflector Plate</li> </ul>	76D	Add \$330.00	<input type="checkbox"/>

## 2019 POLICE INTERCEPTOR UTILITY OPTIONAL EQUIPMENT

KEY EXTERIOR OPTIONS (cont.)	OPTION CODE	CHARGE	SELECTION
<b>VINYL WRAP OPTIONS</b>			
<ul style="list-style-type: none"> <li>• Two-Tone Vinyl Package #1                             <ul style="list-style-type: none"> <li>○ Roof Vinyl</li> <li>○ RH/LH Front-Doors Vinyl</li> <li>○ RH/LH Rear-Doors Vinyl</li> <li>○ White (YZ) Only</li> </ul> </li> </ul>	91A	Add \$880.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Vinyl Word Wrap - POLICE 'non-reflective'                             <ul style="list-style-type: none"> <li>○ White (YZ) lettering located on LH/RH sides of vehicle</li> </ul> </li> </ul>	91D	Add \$820.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Vinyl Word Wrap - POLICE 'reflective'                             <ul style="list-style-type: none"> <li>○ Black lettering located on LH/RH sides of vehicle</li> </ul> </li> </ul>	91E	Add \$820.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Vinyl Word Wrap - POLICE 'reflective'                             <ul style="list-style-type: none"> <li>○ White lettering located on LH/RH sides of vehicle</li> </ul> </li> </ul>	91F	Add \$820.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Vinyl Word Wrap - SHERIFF 'non-reflective'                             <ul style="list-style-type: none"> <li>○ White lettering located on LH/RH sides of vehicle</li> </ul> </li> </ul>	91G	Add \$820.00	<input type="checkbox"/>
<b>WHEELS</b>			
<ul style="list-style-type: none"> <li>• Full Wheel Covers</li> </ul>	65L	Add \$60.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• 18" Painted Aluminum Wheel                              Note: Spare wheel is an 18" conventional (Police) black steel wheel</li> </ul>	64E	Add \$460.00	<input type="checkbox"/>
<b>AUDIO / VIDEO</b>			
<ul style="list-style-type: none"> <li>• SYNC® Basic (Voice-Activated Communication System) – includes single USB port and single auxiliary audio input jack</li> </ul>	53M	Add \$290.00	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> <li>• Remappable (4) switches on steering wheel (less SYNC®)</li> </ul>	61R	Add \$150.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Remappable (4) switches on steering wheel (with SYNC®)</li> </ul>	61S	Add \$150.00	<input type="checkbox"/>
<b>DOORS / LOCKS (select only one)</b>			
<ul style="list-style-type: none"> <li>• Hidden door-lock plunger w/rear inside door handles inoperable</li> </ul>	52P	Add \$160.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Rear inside door handles inoperable / locks inoperable</li> </ul>	68G	Add \$35.00	<input type="checkbox"/>
<b>WINDOWS</b>			
<ul style="list-style-type: none"> <li>• Windows – Rear-windows, operable from front driver side switches</li> </ul>	18W	Add \$35.00	<input checked="" type="checkbox"/>
<b>KEYS (can be ordered with Remote Keyless Entry 55F; not available with Perimeter Anti-Theft Alarm 593)</b>			
<ul style="list-style-type: none"> <li>• Keyed Alike – 1435x</li> </ul>	59E	Add \$55.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Keyed Alike – 1284x</li> </ul>	59B	Add \$55.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Keyed Alike – 0135x</li> </ul>	59D	Add \$55.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Keyed Alike – 0576x</li> </ul>	59F	Add \$55.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Keyed Alike – 1111x</li> </ul>	59J	Add \$55.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Keyed Alike – 1294x</li> </ul>	59C	Add \$55.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Keyed Alike – 0151x</li> </ul>	59G	Add \$55.00	<input type="checkbox"/>
<b>SAFETY &amp; SECURITY</b>			
<ul style="list-style-type: none"> <li>• Ballistic Door-Panels (Level III) – Driver Front-Door Only</li> </ul>	90D	Add \$1,510.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Ballistic Door-Panels (Level III) – Driver &amp; Pass Front-Doors</li> </ul>	90E	Add \$3,020.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• BLIS® – Blind Spot Monitoring with Cross-traffic Alert (Requires 54Z)</li> </ul>	55B	Add \$540.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Lockable Gas Cap for Easy Fuel® Capless Fuel-Filler</li> </ul>	19L	Add \$20.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Mirrors – Heated Sideview</li> </ul>	549	Add \$60.00	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> <li>• Ford Factory Engine Idle Feature Upgrade                             <ul style="list-style-type: none"> <li>○ Upgrade: Ignition Override from After-Market Secure Idle Brand to a Ford Factory Installed System with 3 Year / 36,000 Mile Warranty</li> <li>○ Feature Includes in-Dash Indicator when System is Activated</li> </ul> </li> </ul>	47A	Add \$240.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Remote Keyless-Entry Key Fob (w/o Keypad, less PATS) – (includes 4-key fobs)                              Note: Available with Keyed Alike, however, key fobs are "not" fobbed alike when ordered with Keyed-Alike</li> </ul>	55F	Add \$330.00	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> <li>• Reverse Sensing</li> </ul>	76R	Add \$275.00	<input checked="" type="checkbox"/>
<b>MISCELLANEOUS</b>			
<ul style="list-style-type: none"> <li>• Aux Air Conditioning                              Note: Highly Recommended for K9 Units</li> </ul>	17A	Add \$580.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Additional Noise Suppression Bonds (Ground Straps)</li> </ul>	60R	Add \$95.00	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> <li>• Engine 3.5L Twin Turbo EcoBoost®</li> </ul>	99T	Add \$3,190.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Engine Block Heater</li> </ul>	41H	Add \$90.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Enhanced PTU Cooler – Power Transfer Unit</li> <li>• Recommended Usage: EVOG Training; Continuous / Extended Track Usage                              Note: This PTU Cooler is not required for day to day patrol usage                              Note: Requires the 3.5L V6 EcoBoost® Engine (99T)</li> </ul>	52B	Add \$2,910.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• 100 Watt Siren/Speaker (includes bracket and pigtail)</li> </ul>	18X	Add \$290.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Rear Console Plate</li> </ul>	85R	Add \$35.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• 4 Molded Splash Guards</li> </ul>	MSP	Add \$190.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• External Driver's Door Mounted Keyless Entry Pad</li> </ul>	KEP	Add \$160.00	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Fire Extinguisher with Vehicle Mount Bracket</li> </ul>	FEM	Add \$170.00	<input type="checkbox"/>

# POLICE VEHICLE WARNING EQUIPMENT AND PACKAGES

WARNING EQUIPMENT AND PACKAGES	CHARGE	SELECTION
<b>Basic Patrol Package</b> <ul style="list-style-type: none"> <li>• Whelen Liberty II 48" LED Light Bar</li> <li>• Integrated Alley Lights, Take downs with Flash</li> <li>• Integrated Traffic Advisor</li> <li>• Full Feature Siren w/ Light Controls, PA (Whelen)</li> <li>• 100 Watt Siren Speak w/Bracket (Whelen)</li> <li>• 4 LED Corner Lights, 2-Front 2-Rear (Whelen)</li> <li>• Custom Equipment Console</li> <li>• 3 Outlet 12 Volt Strip, Cupholders</li> <li>• Light Bar Mounting Kit</li> <li>• Installation of One Customer Supplied, 2-Way Radio and Antenna</li> <li>• All Parts, Labor, and Professional Installation</li> </ul>	Add \$4,980.00	<input type="checkbox"/>
Upgrade Light Bar to Whelen Legacy Model	Add \$770.00	<input type="checkbox"/>
<b>Slick Top Package</b> <ul style="list-style-type: none"> <li>• Interior LED's in lieu of Light Bar; Includes Whelen FST Trio &amp; RST Trio</li> </ul>	Add \$4,980.00	<input checked="" type="checkbox"/>
Two Ion LED Grill Lights (standard with Slick Top Package)	Add \$280.00	<input type="checkbox"/>
Whelen LINV2 180 Degree Under Mirror Side Warning	Add \$490.00	<input type="checkbox"/>
Whelen Tracer Lower Side Warning	Add \$1,680.00	<input type="checkbox"/>
Prisoner Partition - Sliding Center Window, XL Space Saver, Center Weapons Recess	Add \$880.00	<input type="checkbox"/>
Supply & Install LED Light in Prisoner Area	Add \$160.00	<input type="checkbox"/>
Rear Window Armor	Add \$290.00	<input checked="" type="checkbox"/>
Dual Weapons Rack w/Timer; AR/870 Setina Vaultlock or Pro Gard Tri-Lock	Add \$560.00	<input type="checkbox"/>
Push Bumper with 4 Ion LED Warning Lights	Add \$880.00	<input type="checkbox"/>
Rear Prisoner Seat w/ Cargo Barrier	Add \$1,480.00	<input type="checkbox"/>
Rear Cargo Barrier Only	Add \$590.00	<input checked="" type="checkbox"/>
Computer Mount for Customer Supplied Docking Station (includes new charge guard)	Add \$490.00	<input checked="" type="checkbox"/>
Install Additional Radio	Add \$90.00 each	<input type="checkbox"/>
Install Video* Camera System	Add \$390.00	<input checked="" type="checkbox"/>
Install Radar* System	Add \$80.00	<input checked="" type="checkbox"/>
Locking Dual-Drawer Rear Cargo Storage Cabinet	Add \$1,990.00	<input type="checkbox"/>
Lund Loft Rear Overhead Weapon/Electronics Storage Vault	Starting at \$795.00	<input type="checkbox"/>

Custom Programming Available at an Additional \$90.00 per Hour

\*Customer Supplied Video and Radar Must Include Vehicle Specific Mounting Kit