

CITY OF
BLOOMINGTON
COUNCIL MEETING
NOVEMBER 25, 2019



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

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

PUBLIC COMMENT

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

CONSENT AGENDA

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

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

PUBLIC HEARING

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

REGULAR AGENDA

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

MAYOR AND COUNCIL MEMBERS

Mayor, At-Large - Tari Renner

City Council Members

Ward 1 - Jamie Mathy
Ward 2 - Donna Boelen
Ward 3 - Mboka Mwilambwe
Ward 4 - Julie Emig
Ward 5 - Joni Painter
Ward 6 - Jenn Carrillo
Ward 7 - Scott Black
Ward 8 - Jeff Crabill
Ward 9 - Kim Bray

City Manager - Tim Gleason

Deputy City Manager - Billy Tyus

CITY LOGO DESIGN RATIONALE

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

MISSION, VISION, AND VALUE STATEMENT

MISSION

To Lead, Serve and Uplift the
City of Bloomington

VISION

A Jewel of the Midwest Cities

VALUES

Service-Centered,
Results-Driven,
Inclusive

STRATEGIC PLAN GOALS

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

AGENDA



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

1. Call to Order
2. Pledge of Allegiance to the Flag
3. Remain Standing for a Moment of Silent Prayer
4. Roll Call
5. Recognition/Appointments
 - A. Recognition of Michael Hernbrott, Bloomington Ice Center Manager, for completion of the Certified Ice Rink Manager Program, and recognition of Dani Lamb & Sam Rosenbaum, Bloomington Ice Center staff members, for successfully performing lifesaving measures while on duty, as requested by the Parks, Recreation and Cultural Arts Department. (*Recommended Motion: Recognition only.*)
6. Public Comment
7. Consent Agenda
 - Electronic Roll Call Vote
 - A. Consideration and action to approve the Minutes of the September 23, 2019 Regular City Council Meeting, as requested by the City Clerk Department. (*Recommended Motion: The proposed Minutes be approved.*)
 - B. Consideration and action to approve the Minutes of the October 14, 2019 Regular City Council Meeting, as requested by the City Clerk Department. (*Recommended Motion: The proposed Minutes be approved.*)
 - C. Consideration and action to approve the Minutes of the October 28, 2019 Regular City Council Meeting, as requested by the City Clerk Department. (*Recommended Motion: The proposed Minutes be approved.*)
 - D. Consideration and action to approve Bills, Payroll, Electronic Transfers, and Procurement Card Purchases in the amount of \$7,614,516.71, as requested by the Finance Department. (*Recommended Motion: The proposed Bills, Payroll, Electronic Transfers, and Procurement Card Purchases be approved.*)
 - E. Consideration for the Purchase of Playground Equipment for Clearwater and Wittenberg Woods Parks, in the amount of \$103,520.76 from Game Time c/o Cunningham Recreation through the U.S. Communities Joint Purchasing Cooperative, as requested by the Parks, Recreation and Cultural Arts Department and the Cultural District. (*Recommended Motion: The proposed Purchase be approved.*)

- F. Consideration and action on a Bid and Contract from Otto Baum Company, Inc. for \$99,935, for masonry work including tuck-pointing and sealing through BID #2020-14, as requested by the Parks, Recreation and Cultural Arts Department and the Facilities Department. (*Recommended Motion:* The proposed Bid and Contract be approved.)
- G. Consideration and action to approve payment to CDWG, Inc. in the amount of \$176,166.17, for the annual renewal of the Microsoft Enterprise Agreement (EA) for City-wide software licensing for maintenance and support, utilizing the State of Illinois Department of Central Management Services (CMS6945110) Joint Purchasing Cooperative, as requested by the Information Services Department. (*Recommended Motion:* The proposed Purchase be approved.)
- H. Consideration and action on an Intergovernmental Agreement with the Bloomington Election Commission to provide Information Technology related services and support, as requested by the Information Services Department. (*Recommended Motion:* The proposed Agreement be approved.)
- I. Consideration and action to approve a three-year Intergovernmental Agreement with the Ecology Action Center for a Solid Waste Program, in the amount of \$58,356 for the first year, with a three percent increase in years two and three, as requested by the Public Works Department. (*Recommended Motion:* The proposed Intergovernmental Agreement be approved.)
- J. Consideration and action to approve an Agreement with Farnsworth Group, Inc. for the design of a water main replacement project, in an amount not to exceed \$58,621.25, as requested by the Public Works Department. (*Recommended Motion:* The proposed Agreement be approved.)
- K. Consideration and action on a Resolution Allowing the Closure of State Highway Business 51 for the Jaycees Christmas Parade on December 7, 2019 at 10 a.m., as requested by the Economic Development Department. (*Recommended Motion:* The proposed Resolution be approved.)
- L. Consideration and action on a Resolution in Support of the Dimmitt's Grove Neighborhood Plan, as requested by the Administration Department and the Community Development Department. (*Recommended Motion:* The proposed Resolution be approved.)
- M. Consideration and action to approve an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2020, to pay for recycling fees, in order to account for the price per ton increases for recycling in the amount of \$150,000, as requested by the Public Works Department. (*Recommended Motion:* The proposed Ordinance be approved.)
- N. Consideration and action on the Application of Amazing Space Venue, LLC, d/b/a Pure Sterling, located at 11 Currency Drive, requesting a Class EAS (Entertainment, All Types of Alcohol, and 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 Department. (*Recommended Motion:* The proposed License be approved, contingent upon compliance with all building, health and safety codes.)

8. Regular Agenda

Electronic Roll Call Vote

- A. Consideration and action on awarding the Request for Proposal (RFP# 2020-21) for the FY2019 Taxable Capital Equipment Lease to J. P. Morgan for \$4,629,023, as requested by the Finance Department. (*Recommended Motion:* The proposed Request for Proposal be awarded.) (Presentation by Scott Rathbun, Finance Director, 5 minutes; and City Council discussion, 5 minutes.)
- B. Consideration and action on an Ordinance Approving a Development Agreement By and Between the City of Bloomington, McLean County, Illinois, and Mala, LLC and Carmala, LLC (Lu Lu's Pizza - 802 East Washington Street), as requested by the Economic Development Department. (*Recommended Motion:* The proposed Ordinance be approved.) (Presentation by Melissa Hon, Economic Development Director, 5 minutes; and City Council discussion, 5 minutes.)
- C. Consideration and action on the Application of Mala, LLC, d/b/a Lu Lu's Pizza, to be located at 802 E. Washington Street, requesting a Class RBS (Restaurant, Beer and Wine Only, and Sunday Sales) Liquor License, which would allow the sale of beer and wine only by the glass for consumption on the premises seven (7) days a week, as requested by the City Clerk Department. (*Recommended Motion:* The proposed License be approved contingent upon compliance with all building, health and safety codes with the condition that the hours of the establishment be only from 10:00 a.m. to 12:00 a.m. (midnight).) (Presentation by Leslie Yocum, City Clerk, 5 minutes; and City Council discussion, 5 minutes.)

9. City Manager's Discussion

- A. Finance Director's Report - <https://www.cityblm.org/government/advanced-components/documents/-folder-145>

10. Mayor's Discussion

11. Council Member's Discussion

12. Executive Session - Cite Section

Clerk-led Roll Call Vote

13. Adjournment

Voice Vote

RECOGNITIONS



RECOGNITION/APPOINTMENTS ITEM NO. 5.A

FOR COUNCIL: November 25, 2019

SPONSOR: Parks, Recreation and Cultural Arts Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Recognition of Michael Hernbrott, Bloomington Ice Center Manager, for completion of the Certified Ice Rink Manager Program, and recognition of Dani Lamb & Sam Rosenbaum, Bloomington Ice Center staff members, for successfully performing lifesaving measures while on duty, as requested by the Parks, Recreation and Cultural Arts Department.

RECOMMENDED MOTION: Recognition only.

STRATEGIC PLAN LINK:

-Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

-Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents

BACKGROUND: The included Recognitions are public statements that recognize the contribution and efforts of City employees that are making an impact in our community.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Eric Veal, Assistant Director - Parks, Recreation & Cultural Arts

Prepared by: Eric Veal, Assistant Director

Reviewed by:


Jay Tetzloff, Director of Parks, Recreation and Cultural Arts

11/14/2019


Tara Henry, Legislative Assistant

11/20/2019

Recommended by:

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

Tim Gleason, City Manager

Attachments:

- PRCA 1B Recognition_Michael Hernbrott, Bloomington Ice Center
- PRCA 1C Recognition_Sam Rosenbaum, Bloomington Ice Center
- PRCA 1D Recognition_Dani Lamb, Bloomington Ice Center

RECOGNITION
MICHAEL HERNBROTT
BLOOMINGTON ICE CENTER

This recognition to Mr. Michael Hernbrott is presented to acknowledge Michael's completion of the Certified Ice Rink Manager program in 2019.

***WHEREAS**, Michael Hernbrott, City of Bloomington employee and Manager of the Bloomington Ice Center, successfully completed the Certified Ice Rink Manager program; and*

***WHEREAS**, the Certified Ice Rink Manager designation is the United States Ice Rink Association's highest professional designation; and*

***WHEREAS**, the Certified Ice Rink Manager designation was designed to recognize ice rink professionals that have made a commitment to furthering their careers by educating themselves on all aspects of the ice rink business.*

***WHEREAS**, in year one, Michael completed the Certified Rink Administrator Designation; and*

***WHEREAS**, in year two, Michael completed the Certified Ice Technician Designation; and*

***WHEREAS**, Michael is now one of 133 CIRM's in the Country; and*

***WHEREAS**, Michael is one of three CIRM's in the State of Illinois; and*

***IT IS HEREBY RESOLVED**, on behalf of Mayor Tari Renner and members of the Bloomington City Council that Mr. Michael Hernbrott be commended for his achievement of the Certified Ice Rink Manager, which will benefit the residents of Bloomington throughout his work with the City.*

Tari Renner

Tari Renner
Mayor



Leslie Yocum

Leslie Yocum
City Clerk

RECOGNITION

Dani Lamb & Sam Rosenbaum

BLOOMINGTON ICE CENTER

This recognition to Ms. Dani Lamb and Mr. Sam Rosenbaum is being presented to acknowledge their life-saving and heroic efforts that were displayed on March 28, 2019 in assisting a Bloomington Ice Center participant while working for the Bloomington Ice Center.

WHEREAS, on Thursday, March 28, 2019 Sam and Dani were asked to check on a hockey participant; and

WHEREAS, Sam and Dani found an unresponsive Bloomington Ice Center participant in a Bloomington Ice Center locker room; and

WHEREAS, Sam asked Dani to call 911; and

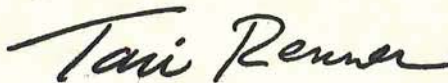
WHEREAS, Dani was instructed by the 911 operator to perform chest compressions on the unconscious individual; and

WHEREAS, Dani, who was trained by the American Heart Association through the City of Bloomington, performed chest compressions on the individual who then regained consciousness within a minute; and

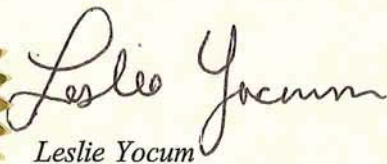
WHEREAS, the paramedics arrived and took over; and

WHEREAS, Dani and Sam's life-saving and heroic efforts through CPR proper training were utilized to save a life; and

IT IS HEREBY RESOLVED, on behalf of Mayor Tari Renner and members of the Bloomington City Council that Ms. Dani Lamb and Mr. Sam Rosenbaum be commended for their heroic actions in assisting a Bloomington Ice Center participant.



Tari Renner
Mayor



Leslie Yocum
City Clerk

RECOGNITION

Dani Lamb & Sam Rosenbaum

BLOOMINGTON ICE CENTER

This recognition to Ms. Dani Lamb and Mr. Sam Rosenbaum is being presented to acknowledge their life-saving and heroic efforts that were displayed on March 28, 2019 in assisting a Bloomington Ice Center participant while working for the Bloomington Ice Center.

WHEREAS, on Thursday, March 28, 2019 Sam and Dani were asked to check on a hockey participant; and

WHEREAS, Sam and Dani found an unresponsive Bloomington Ice Center participant in a Bloomington Ice Center locker room; and

WHEREAS, Sam asked Dani to call 911; and

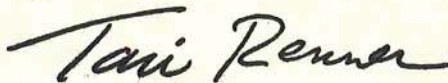
WHEREAS, Dani was instructed by the 911 operator to perform chest compressions on the unconscious individual; and

WHEREAS, Dani, who was trained by the American Heart Association through the City of Bloomington, performed chest compressions on the individual who then regained consciousness within a minute; and

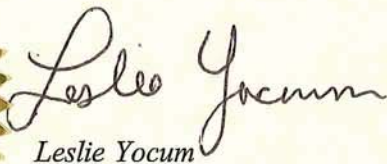
WHEREAS, the paramedics arrived and took over; and

WHEREAS, Dani and Sam's life-saving and heroic efforts through CPR proper training were utilized to save a life; and

IT IS HEREBY RESOLVED, on behalf of Mayor Tari Renner and members of the Bloomington City Council that Ms. Dani Lamb and Mr. Sam Rosenbaum be commended for their heroic actions in assisting a Bloomington Ice Center participant.



Tari Renner
Mayor



Leslie Yocum
City Clerk

CONSENT AGENDA



CONSENT AGENDA ITEM NO. 7.A

FOR COUNCIL: November 25, 2019

SPONSOR: City Clerk Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Minutes of the September 23, 2019 Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Minutes be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

The City Clerk acknowledges the delay in the minutes, due to the implementation of a new legislative management software. The City Clerk remains excited about this software transition, recognizing the transparency the newly implemented system will bring.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by: Tara Henry, Legislative Assistant

Reviewed by:



Tara Henry, Legislative Assistant

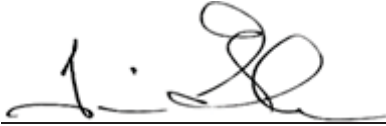
11/21/2019



Amanda Mohan, Records and Licensing Specialist

11/21/2019

Recommended by:



Tim Gleason, City Manager

Attachments:

- CLK 1B 092319 Council Meeting Minutes - DRAFT



MINUTES

PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL OF BLOOMINGTON, ILLINOIS
MONDAY, SEPTEMBER 23, 2019, 6:00 P.M.

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 6:04 p.m., Monday, September 23, 2019.

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

Council Members: Jamie Mathy, Donna Boelen, Mboka Mwilambwe, Julie Emig, Joni Painter, Jenn Carrillo, Scott Black, Jeff Crabill, Kim Bray, and Mayor Tari Renner.

Staff Present: Tim Gleason, City Manager; Billy Tyus, Deputy City Manager; Jeffrey Jurgens, Corporation Counsel; Bob Mahrt, Community Development Director; Scott Rathbun, Finance Director; Scott Sprouls, Information Services Director; Melissa Hon, Economic Development Director; Jim Karch, Public Works Director; Nicole Albertson, Human Resources Director; and other City staff were present.

Recognition/Appointments

A. Proclamation recognizing September as National Suicide Prevention Month.

1. Proclamation for National Suicide Prevention Month.

Mayor Renner read the Proclamation to all those in attendance.

B. Appointments approved by City Council at the September 9, 2019 Meeting.

1. Appointments approved by City Council at the September 9, 2019 Meeting.

Michelle Grasher was present to be recognized for her appointment to the Citizens' Beautification Committee.

Public Comment

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

Kirk Allen	Diane Benjamin
Scott Stimeling	Cinnamon Porter
Georgine Chissel	Don Carlson

Council Members Boelen and Bray asked for real order of the meeting.

Mayor Renner and Council Member Bray debated order of the meeting.

Consent Agenda

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

Item 7A Pulled from the Consent Agenda by Council Member Mathy.

Item 7B Pulled from the Consent Agenda by Council Member Bray.

Item 7C. Consideration and action on the Application of SmokQue Inc., d/b/a Brass Pig Smoke and Ale House, requesting a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) liquor license, located at 602 N. Main Street, 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 Department.

Item 7D. Consideration and action on the Application of Breatheblm, LLC, d/b/a Breathe, located at 1804 S. Hershey Rd., Unit 10, requesting a Class RAS (Restaurant, All Types of Alcohol, and 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 Department.

Item 7E. Consideration and action on the Application of Around the Corner II, Inc., d/b/a JP's Wheel & Ale House, located at 409 Hershey Road, requesting a Class TAS (Tavern, All Types of Alcohol, and 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 Department.

Item 7F. Consideration and action to approve a Contract with Mississippi Lime Company for supply and delivery of granulated quicklime and liquid calcium hydroxide, as a limited source, for water treatment purposes, as requested by the Public Works Department.

Item 7G. Consideration and action to approve a Contract with H & H Landscaping (RFP# 2020-12), for Grass and Weed Mowing Services on a regular and/or "as needed" basis for a one (1) year term, as requested by the Community Development Department.

Item 7H. Consideration and action to approve an Ordinance Approving the Ratification of the Dedication of a Public Storm Sewer Easement and Approving the Easement Agreement between James Dee and Rosemary King and the City of Bloomington, Illinois, as requested by the Public Works Department.

Item 7I. Consideration and action to approve the Minutes of the August 12, 2019 Regular City Council Meeting, as requested by the City Clerk Department.

Item 7J. Consideration and action to approve the Minutes of the August 26, 2019 Regular City Council Meeting, as requested by the City Clerk Department.

Item 7K. Consideration and action on approving an Ordinance Amending the Liquor Code to Provide for and Regulate Curbside Pickup and Off-premises Delivery of Alcohol, as requested by the Legal Department.

Item 7L. Consideration and action to approve Bills, Payroll, Electronic Transfers, and Procurement Card Purchases in the amount of \$8,374,565.88, as requested by the Finance Department.

Item 7M Pulled from the Consent Agenda by Council Member Boelen.

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

Item 7A. Consideration and action on an Ordinance Suspending Section 26(d) of Chapter 6 of the Bloomington City Code to Allow Possession of Open Alcohol on Public Property in Specified Portions of Downtown Bloomington on September 27, 2019, During the Front Street Pre-Concert Party, as requested by the City Clerk Department.

Council Member Mathy stated he was excited about additional events in Downtown Bloomington. He was concerned about blocking the entrance to one of the parking decks and inquired how traffic would be re-routed to allow people to park appropriately with the large country concert at the Coliseum on the same night.

Tim Gleason, City Manager, requested Greg Scott, Assistant Police Chief, address the Council. Asst. Chief Scott stated the parking deck and Coliseum parking deck would be utilized for ample parking and that Public Works will place roadway markers to alert drivers, similar to the Jazz Upfront Music Festival.

Council Member Boelen mentioned that Front Street is also the main location for the Connect Transit buses and inquired how those will be handled. Asst. Chief Scott stated the buses would be relocated to Center Street.

Council Member Mathy made a motion, seconded by Council Member Painter, that the Consent Agenda Item 7A be approved as presented.

Mayor Renner questioned the Council for any further discussion.

Council Member Mwilambwe noted the Consent Agenda should be approved before pulled items. Mayor Renner agreed, thanked Council Member Mwilambwe, and asked for permission from Council Member Mathy to return to the Consent Agenda.

Council Member Mathy made a motion, seconded by Council Member Black, to amend his previous motion in order to approve the Consent Agenda with the exception of 7B and 7M.

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

Ayes: Council Members Mathy, Boelen, Mwilambwe, Emig, Painter, Carrillo, Black, Crabill, and Bray.

Nays: None.

Motion carried.

The following item was pulled from the Consent Agenda by Council Member Boelen.

Item 7M. Consideration and action to Approve Appointments to the Cannabis Task Force, as requested by the Administration Department.

Council Member Boelen stated she pulled the item to mention that she has read the materials on the new State cannabis legislature and is clear on what decisions need to be made. She continued, stating while she respects her fellow Council Members' option to create a task force, she restated her opposition to creating the Cannabis Task Force and noted that she will stay consistent with her previous vote of opposition.

Council Member Boelen made a motion, seconded by Council Member Bray, that the appointments recommended be rejected.

Council Member Bray reminded the public that she originally voted against the Cannabis Task Force. She stated that after the Task Force was approved by her peers, she was prepared to back the Task Force. However, she believed that the appointees recommended were not representative of all those needed for such a Task Force.

Mayor Renner spoke specifically about the procedure involved in recommending appointees to the Cannabis Task Force. He went on to talk about a variety of issues surrounding appointments.

Council Member Black asked a procedural question of Jeffrey Jurgens, Corporation Counsel, on the hypothetical of the slate of candidates being rejected. Mr. Jurgens stated that if the current slate of candidates were rejected, the Mayor would need to propose a new slate, but could use some of the same proposed candidates if desired.

Council Member Crabill asked a couple of questions of Council Member Carrillo regarding procedure of recommending presenters. Council Member Carrillo responded accordingly.

Council Member Bray discussed previous practices for submissions of applications, considerations, recommendations of appointees, etc., for persons being considered for various Boards and Commissions. She suggested that a similar practice be used for the Cannabis Task Force.

Mayor Renner explained that the procedure used that was described by Council Member Bray was a procedural exception since the specific Board referenced was a long-discussed, high-profile and long-term Board. Mayor Renner stated for these reasons, he referred to the Council Members for additional assistance.

Council Member Mathy called for a vote.

Mayor Renner restated the motion on the table to reject the item.

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

Ayes: Council Members Boelen and Bray.

Nays: Council Members Mathy, Mwilambwe, Emig, Painter, Carrillo, Black, and Crabill.

Motion failed.

Council Member Mwilambwe offered support for the reasoning of his vote against the motion.

Council Member Boelen clarified that she voted against the appointees only because she was against the Cannabis Task Force creation, not against the specific appointees.

Council Member Black recommended that after the first initial meeting of the Cannabis Task Force that the Task Force map out plans for going forward and how things will be handled with an emphasis on their procedure and how the public can participate.

Council Member Mwilambwe echoed some of Council Member Black's comments. He stated that it will be important for the Task Force to provide a robust report with pros and cons of each option and the impact on the community.

Council Member Mathy echoed some of Council Member Black and Mwilambwe's comments.

Council Member Carrillo called for a vote.

Council Member Carrillo made a motion, seconded by Council Member Crabill, that the appointments be approved.

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

Ayes: Council Members Mathy, Mwilambwe, Emig, Painter, Carrillo, Black, and Crabill.

Nays: Council Members Boelen and Bray.

Motion carried.

The following item was pulled from the Consent Agenda by Council Member Bray.

Item 7B. Consideration and action on an Ordinance Approving the Zoning Map Amendment for 1815 Towanda Barnes Road Adjacent (PIN:15-29-356-009), Approximately 4.33 Acres, from B-1 General Commercial District to A-Agricultural District, as requested by the Community Development Department.

Council Member Bray stated she pulled the item to ask Tim Gleason, City Manager, for an update on interest in the land with it being re-zoned from commercial to agricultural. Mr. Gleason asked Bob Mahrt, Community Development Director, who explained it was requested to align it with the current use. Mr. Mahrt stated the request was made in order to move away from the commercial assessment. He also explained the process if the parcel was to be switched back to commercial zoning.

Council Member Bray made a motion, seconded by Council Member Carrillo, that the Consent Agenda Item 7B be approved as presented.

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

Ayes: Council Members Mathy, Boelen, Mwilambwe, Emig, Painter, Carrillo, Black, Crabill, and Bray.

Nays: None.

Motion carried.

Regular Agenda

The following was presented:

Item 8A. Consideration and action on Classified (non-union) IMRF (Illinois Municipal Retirement Fund) Retirement awareness, as requested by the Human Resources Department.

Tim Gleason, City Manager, echoed that the item is information only and noted that the estimated sick leave payout is nearly \$52,000 assuming the employee does not use any sick leave or vacation time before the retirement date of December 13, 2019. Mr. Gleason reminded the community that Council ended the sick-leave buy back benefit for employees hired after 2012 and that employees hired before that time must submit their retirement by October 31, 2019.

Mayor Renner asked if there were any questions by the City Council. Council Member Boelen inquired how many additional employees may go through the process. Mr. Gleason stated the total count is unclear at this time, but we will have a better idea by the October 31st deadline.

The following item was presented:

Item 8B. Consideration and action to approve the Purchase of watershed consulting services from McLean County Soil and Water Conservation District (MCSWCD), pursuant to an Intergovernmental Agreement between the City of Bloomington, Town of Normal, County of McLean, and MCSWCD, for Lake Bloomington and Evergreen Lake Watershed Plan updates, in the amount of \$71,250, as requested by the Public Works Department.

Mayor Renner stated that this item is informational only, as required pursuant to the Local Government Wage Increase Transparency Act, 50 ILCS 155/1.

City Manager Gleason introduced the item and welcomed Jim Karch, Public Works Director, and the rest of the team involved in the Healthy Watershed Planning.

Mr. Karch came forward to address Council. He began by introducing key members of the project. Joe Darter, Property Manager at Lake Bloomington; Jackie Craft, Mclean County Soil and Water Conservation District; Anna Ziegler, Assistant Manager with the Illinois Farm Bureau; and Dr. O'Riley, Professor at Illinois State University. He discussed highlights of the Watershed Project and pointed out that to date, \$440,000 worth of grants have been received from different entities. Mr. Karch stated previous successes over the past ten years with the Healthy Watershed Planning Program and the quality of the water used for the City of Bloomington. Mr. Karch noted shoreline stabilization, stream bank stabilization, waterway improvements, and wetland improvements. He also noted the total cost and that most of the funds for the project were supplied by the Section 319(h) Grant in the amount of \$58,375, and through partnerships including \$20,000 from the Illinois Farm Bureau. Mr. Karch explained that an updated Watershed Plan would take between 18 to 20 months.

Council Member Crabill complimented Mr. Karch and all involved. He appreciated the collaboration.

Council Member Painter made a motion, seconded by Council Member Mathy, that the item be approved.

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

Ayes: Council Members Mathy, Boelen, Mwilambwe, Emig, Painter, Carrillo, Black, Crabill, and Bray.

Nays: None.

Motion carried.

City Manager's Discussion

A. Finance Director's Report

City Manager Tim Gleason introduced the item and asked Scott Rathbun, Finance Director, to come forward and make his monthly Finance Report.

Mr. Rathbun came forward to address the Council. He provided insight through August 31, 2019 by walking through a variety of tables and providing insight on the General Fund Revenue and Expenditures by category, as well as Enterprise Funds.

Council Member Boelen complimented Mr. Rathbun and how he provides detail.

Mr. Gleason reminded Council and the community of upcoming events in Downtown and also discussed the joint meeting with the Town of Normal and McLean County on September 30, 2019 at 5:00 p.m. at Illinois State University's Alumni Center.

Mayor's Discussion

Mayor Renner thanked Council Member Black for attending his Mayor Open House on Friday, September 20, 2019. He also thanked Council Members Bray, Painter, Emig, Crabill, and Mwilambwe for their attendance at the Illinois Municipal League Conference in Chicago, IL.

Council Member's Discussion

Council Member Mathy pointed out the Evergreen Cemetery Walk and the Mystery Science Theater 3000 Live show at the BCPA on the upcoming calendar of events.

Council Member Boelen complimented the MarcFirst event she attended last week at Epiphany Farms.

Council Member Mwilambwe spoke about his experience at the Illinois Municipal League (IML). He found the Cannabis legislation discussion to be very helpful and complimented a few others he really enjoyed.

Council Member Emig thanked the City for the opportunity to attend IML and noted that she will be sure to publish any information and opportunities for the public to be involved with the Cannabis Task Force.

Council Member Black thanked Mr. Gleason for working to get the joint meeting scheduled. He asked which municipality's rules will be followed at the meeting, specifically with Public Comment. Mr. Gleason stated that the City lead planning and referred the question of rules to Leslie Yocum, City Clerk. Mrs. Yocum responded that her office had reached out to the Town of Normal today about rules to be followed. She also clarified that the City will follow traditional City posting rules and reminded the public and Council of those timelines.

Council Member Bray also thanked the City for the opportunity to attend IML and mentioned the great amount of engagement from all participants, specifically in the Council Member Round Table session.

Council Member Carrillo wished the community a Happy Latino Month and thanked everyone who came out to support the Sunnyside Garden Open House. She also reminded Council and the public of a few upcoming calendar events, including the NAACP Banquet on Friday, September 27, 2019 as well as the Second Annual Celebration of Dia de los Muertos on October 26, 2019 at the McLean County Museum of History.

Council Member Crabill thanked the City for the opportunity to go to IML. He enjoyed his time and discussed some of the items discussed and presented.

Mayor Renner announced the Council would take a two-minute recess.

Executive Session

A. Claim Settlement - Section 2 (c)(12) of 5 ILCS 120

Mayor Renner entertained a motion to enter into Executive Session for the purpose of Claim Settlement - Section 2(c)(12) of 5 ILCS 120.

Council Member Mathy made a motion to enter into Executive Session.

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

Ayes: Council Members Mathy, Boelen, Mwilambwe, Emig, Painter, Carrillo, Black, Crabill, and Bray.

Nays: None.

Motion carried.

Adjournment

Mayor Renner asked for a motion to adjourn the meeting.

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

Motion carried unanimously (viva voce).

The meeting adjourned at 8:15 p.m.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, City Clerk



CONSENT AGENDA ITEM NO. 7.B

FOR COUNCIL: November 25, 2019

SPONSOR: City Clerk Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Minutes of the October 14, 2019 Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Minutes be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

The City Clerk acknowledges the delay in the minutes, due to the implementation of a new legislative management software. The City Clerk remains excited about this software transition, recognizing the transparency the newly implemented system will bring.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by: Tara Henry, Legislative Assistant

Reviewed by:


Amanda Mohan, Records and Licensing Specialist 11/20/2019

Recommended by:


Tim Gleason, City Manager

Attachments:

- CLK 2B 101419 Council Meeting Minutes - DRAFT



MINUTES

PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL OF BLOOMINGTON, ILLINOIS
MONDAY, OCTOBER 14, 2019, 6:00 P.M.

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 6:01 p.m., Monday, October 14, 2019.

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

Council Members: Jamie Mathy, Donna Boelen, Mboka Mwilambwe, Julie Emig, Joni Painter, Jenn Carrillo, Jeff Crabill, Kim Bray, and Mayor Tari Renner.

Absent: Council Member Black

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

Recognition/Appointments

A. Proclamations

1. Proclamation Declaring October 2019 National Community Planning Month.

Victoria Harris, Zoning Board of Appeals, came forward to accept the proclamation. Mrs. Harris thanked Council for the opportunity and stated that she has been in the community for over 50 years and still loves calling Bloomington her home.

2. Proclamation Recognizing World Polio Day on October 24, 2019.

Julie Dobski of the Rotary Club came forward to accept the proclamation.

3. Proclamation Recognizing Indigenous Peoples' Day in the City of Bloomington on October 14, 2019.

Torri More of the McLean County History Museum came forward to accept the proclamation. Mrs. More stated that the proclamation would be formally delivered to Lester Randall, Tribal Chairman of the Kickapoo Tribe of Kansas, on November 9, 2019. She read a statement provided by Lester Randall.

4. Proclamation Recognizing the 100th Anniversary of the Bloomington-Normal Water Reclamation District (BNWRD).

Randy Stein came forward to accept the proclamation. Mr. Stein thanked the Council and Mayor for the recognition and invited everyone to the Open House at the West Plant located at 2015 West Oakland Ave on Saturday, October 19, 2019.

B. Appointments approved by City Council at the Sept. 23, 2019 meeting.

- i. Appointment of Jenn Carrillo to the Cannabis Task Force.
- ii. Appointment of Julie Emig to the Cannabis Task Force.
- iii. Appointment of Greg Scott to the Cannabis Task Force.
- iv. Appointment of Aaron Veerman to the Cannabis Task Force.

MEETING MINUTES

PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL OF BLOOMINGTON, ILLINOIS
MONDAY, OCTOBER 14, 2019, 6:00 P.M.

- v. Appointment of De Urban to the Cannabis Task Force.
- vi. Appointment of Jan Lancaster to the Cannabis Task Force.
- vii. Appointment of Deb Carter to the Cannabis Task Force.
- viii. Appointment of Linda Foster to the Cannabis Task Force.
- ix. Appointment of Olivia Butts to the Cannabis Task Force.
- x. Appointment of John Walsh to the Cannabis Task Force.

Mayor Renner asked for all appointees present that were appointed to the Cannabis Task Force to stand to be recognized.

- C. Presentation of Bloomington Firefighters who have completed a one-year probation:
 - i. Nicholas Rochkus
 - ii. Justin Sullivan

Mayor Renner invited Chief Brian Mohr of the Bloomington Fire Department to address the Council. Chief Mohr recognized each firefighter and their family members present. Leslie Yocum, City Clerk, performed the Oath of Office for both Firefighters.

Public Comment

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

Surena Fish	Cristo Ortiz-Palafox
-------------	----------------------

Consent Agenda

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

Council Member Mwilambwe made a motion, seconded by Council Member Carrillo, that the Consent Agenda, including all the items listed below, be approved as presented with the exception of Items 7I, 7D, 7G, 7H, and 7L.

Item 7A. Consideration and action to approve the Minutes of the September 9, 2019 Regular City Council Meeting, as requested by the City Clerk Department.

Item 7B. Consideration and action to approve Bills, Payroll, and Electronic Transfers in the amount of \$6,961,473.40, as requested by the Finance Department.

Item 7C. Consideration and action on a Resolution Approving a Change Order for the FY 2020 Sidewalk & Curb Ramp Replacement Program Phase II, in the amount of \$24,900, as requested by the Parks, Recreation and Cultural Arts Department.

Item 7D. was pulled from the Consent Agenda by Council Member Carrillo.

Item 7E. Consideration and action on a Professional Services Contract with Shive Hattery, Inc. Architecture & Engineering for amount not to exceed \$92,600, for the design of De Brazza's Plaza at Miller Park Zoo, as requested by the Parks, Recreation and Cultural Arts Department.

Item 7F. Consideration and action on the Lake Bloomington Maintenance Facility Project Management Plan and a Professional Services Agreement for programming and cost-

opinion analysis with Shive-Hattery, Inc. in the amount of \$21,300, as requested by the Public Works Department.

Item 7G. was pulled from the Consent Agenda by Council Member Boelen.

Item 7H. was pulled from the Consent Agenda by Council Member Boelen.

Item 7I. was pulled from the Consent Agenda by Council Member Crabill.

Item 7J. Consideration and action on the Application of LKH II, Inc., d/b/a 1107 West Lounge, located at 1107 West Locust Street, for a Class TAPS (Tavern, All Types of Alcoholic Liquor, Package Sales for Consumption Off Premises, and Sunday Sales) liquor license, which allows the sale of alcoholic liquor by the glass for consumption on the premises, and the retail sale of packaged liquor for consumption off premises seven (7) days a week, as requested by the City Clerk Department.

Item 7K. Consideration and action on the Application of Biaggi's Ristorante Italiano, LLC., d/b/a Biaggi's Ristorante Italiano, requesting an RAPS (Restaurant, All Types of Alcohol, Package Sales for Consumption Off Premises, and Sunday Sales) liquor license, which would allow the sale of all types of alcohol by the glass for consumption on the premises, and the retail sale of packaged liquor for consumption off premises seven (7) days a week, as requested by the City Clerk Department.

Item 7L. was pulled from the Consent Agenda by Council Member Mathy.

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

Ayes: Council Members Mathy, Boelen, Mwilambwe, Emig, Painter, Carrillo, Crabill, and Bray.

Nays: None.

Motion carried.

The following item was pulled from the Consent Agenda by Council Member Crabill.

Item 7I. Consideration and action on an Application for T-V-E-O Corporation, d/b/a Eric's Too, located at 921 Maple Hill Road, requesting a permanent extension of premise allowing for an Outdoor Service and Consumption Area, as requested by the City Clerk Department.

Council Member Crabill stated that based on the concerns of the hotel managers and his review of the item, he recommended the item be sent back to Liquor Commission for further review.

Council Member Crabill made a motion, seconded by Council Member Boelen, that the Consent Agenda Item 7I be sent back to Liquor Commission for further review.

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

Ayes: Council Members Mathy, Boelen, Mwilambwe, Emig, Painter, Carrillo, Crabill, and Bray.

Nays: None.

Motion carried.

The following item was pulled from the Consent Agenda by Council Member Carrillo.

Item 7D. Consideration and action to approve a Contract with Amereco, Inc (RFP 2020-15), for Lead Assessment and Clearance Testing Services on an "as needed" basis for a one (1) year term with three (3) one (1) year options based upon acceptable performance, as requested by the Community Development Department.

Council Member Carrillo stated that she pulled the item, so it could be discussed why the contract was not granted to a local company. She explained she had previous discussions with Council Member Crabill and City Manager Gleason on local preference. City Manager Gleason stated he was also going to request the item be tabled so that he may have additional time to look into the item. He discussed a few items of concern. Council Member Carrillo and City Manager Gleason discussed the City's Local Preference policy.

Council Member Crabill pointed out a few reasons why the Local Preference policy is a benefit to the community even if the contract is more than the lowest bid in order to keep funds in the local community.

Council Member Carrillo made a motion, seconded by Council Member Mwilambwe, to table the item.

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

Ayes: Council Members Mathy, Boelen, Mwilambwe, Emig, Painter, Carrillo, Crabill, and Bray.

Nays: None.

Motion carried.

The following items were pulled from the Consent Agenda by Council Member Boelen and discussed together.

Item 7G. Consideration and action on approving an Intergovernmental Agreement between the Bloomington and Normal Water Reclamation District (BNWRD) and the City of Bloomington for repair of a 48" Eastside Interceptor Sewer owned by BNWRD, as requested by the Public Works Department.

Item 7H. Consideration and action on an Agreement with Hoerr Construction, Inc., for the FY2020 Sewer Rehabilitation Proposal (City Bid No. 2020-16), in the amount of \$2,492,547, as requested by the Public Works Department.

Council Member Boelen stated that she intends to vote in favor of the item but that she pulled the item to ask a few questions. She asked how the contract increased from the original numbers presented and pointed out a few other numbers in the packet. City Manager Gleason called Jim Karch, Public Works Director, forward to address Council. Mr. Karch stated that the \$300,000 in item G comes out of the funds allocated in Item H.

Council Member Mathy asked for confirmation from Mr. Karch that the City may have potentially damaged the Water Reclamation Plant's pipe and that the City is attempting to fix the pipe from the damage we caused. Mr. Karch responded affirmatively.

Council Member Boelen made a motion, seconded by Council Member Emig, that the Consent Agenda Item 7G and 7H be approved as presented.

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

Ayes: Council Members Mathy, Boelen, Mwilambwe, Emig, Painter, Carrillo, Crabill, and Bray.

Nays: None.

Motion carried.

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

Item 7L. Consideration and action on the Application of Bloomington Normal Sunrise Rotary, for their 2019 Oktoberfest Fundraising Event to be held at Union Park, located at 1750 General Electric Road, on October 20, 2019, requesting a Class LB (Limited, Beer and Wine) liquor license, which allows the sale of beer and wine by the glass for consumption on the premises on the date of the event and an Ordinance suspending portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code prohibiting alcohol on public property as they pertain to Union Park on October 20, 2019, to allow moderate consumption of alcohol for the Bloomington Normal Sunrise Rotary 2019 Oktoberfest Fundraising Event, as requested by the City Clerk Department.

Council Member Mathy stated the he pulled the item in order to recuse himself, as he is a member of the Bloomington Normal Sunrise Rotary. He also noted that both Council Members Crabill and Emig are members as well and would also need to recuse themselves. The Council Members recused at 6:39 p.m. and left the room.

Council Member Carrillo made a motion, seconded by Council Member Painter, that the Consent Agenda Item 7L be approved as presented.

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

Ayes: Council Members Boelen, Mwilambwe, Painter, Carrillo, and Bray.

Abstain: Council Members Mathy, Emig, and Crabill.

Nays: None.

Motion carried.

Council Members Mathy, Emig, and Crabill returned to the meeting at 6:40 p.m.

Regular Agenda

The following was presented:

Item 8B. Presentation of the Illinois Law Enforcement Accreditation Program (ILEAP) to the Police Department, as requested by the Police Department.

City Manager Gleason introduced the item and welcomed Bryan Fingle, Chief Donath, and Asst. Chief Greg Scott forward to address Council. Mr. Fingle stated that only 67 departments in the State of Illinois have received this accreditation. He presented Asst. Chief Scott with an official plaque.

Council Member Mwilambwe asked a few questions regarding the process for accreditation. Asst. Chief Scott spoke about the process and explained that it took a few years to complete. The audience stood to applaud the ILEAP accreditation.

City Manager's Discussion

City Manager Tim Gleason pointed out the upcoming calendar of events available on the City's website. He also discussed the Downtown Bloomington Halloween Festivities. Mr. Gleason notified that bulk waste pick up will be finished within the next day and staff will report on the outcomes of this event versus past years' events.

Mayor's Discussion

Mayor Renner complimented the Rivian event in Uptown Normal and how this cutting-edge technology within our community will have a positive impact for the local economy.

Council Member's Discussion

Council Member Painter reminded the Council that the Behavioral Health Coordinating Council (BHCC) Mental Health Forum is Thursday, October 17, 2019 at the Marriott and that the forum has a focus on trauma. She welcomed the community to attend.

Council Member Emig complimented the WBRP Bed Blitz that was held on Saturday, October 12, 2019, where over 100 beds were built by the community.

Council Member Mwilambwe asked City Manager Tim Gleason if attendees were to dress up for the event. Mr. Gleason informed the Council that costumes are optional.

Council Member Boelen mentioned enjoying attending the Friends of the Bloomington Center for the Performing Arts (BCPA) Fundraiser where attendees dressed up in costume.

Council Member Mathy commended the Bloomington Fire Department for their response in handling a blown transformer in Downtown Bloomington last week. He also mentioned setting a new attendance record at the FlatCon Event, a local board gaming convention, where hundreds of attendees came into Bloomington for the weekend. Council Member Mathy also noted that he is on the Board for the Route 66 Eastboards Tournament in January that has now grown and gained further interest with the additional partnership with the Bloomington Normal Video Game Convention. He also noted a potential partnership with the Illinois State University Game Jam which would develop new games over the course of the weekend. Council Member Mathy also noted an upcoming event at the BCPA called Beautiful - A Carole King Play.

Council Member Bray echoed the appreciation of the Friends of the BCPA event and said it was an amazing example of how a private - public partnership can work to be successful and fun at the same time. She also spoke about an event at the Humane Society over the weekend.

Council Member Crabill mentioned he attended an event call Queer Formative at Nightshop that was organized by the Bloomington Normal Trans-Community. This was a Pride party centered on educating people on the culture and history on the LGBTQIA community. He thanked Sarah Baurer for hosting a listening session for him, and thanked Jim Karch and his staff on their prompt responses to the emails from him and his constituents.

Council Member Carrillo echoed appreciation for the Bed Blitz, the ArtGasm party, and also stated her appreciation for the volunteers and organizers of the Cemetery Walk. She thanked City staff for their hard work. Council Member Carrillo also mentioned the sale of the State Farm building and thanked everyone who attended the listening sessions. She also mentioned an upcoming event at the McLean County History Museum for Dia de los Muertos.

Adjournment

Council Member Crabill made a motion, seconded by Council Member Carrillo, that the meeting be adjourned.

Motion carried unanimously (viva voce).

The meeting adjourned at 6:57 p.m.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, City Clerk

DRAFT



CONSENT AGENDA ITEM NO. 7.C

FOR COUNCIL: November 25, 2019

SPONSOR: City Clerk Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Minutes of the October 28, 2019 Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Minutes be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

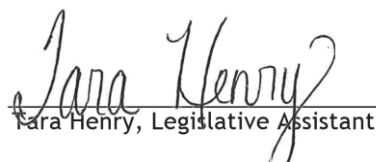
Respectfully submitted for Council consideration.

Prepared by: Tara Henry, Legislative Assistant

Reviewed by:


Tara Henry, Legislative Assistant

11/21/2019


Tara Henry, Legislative Assistant

11/21/2019

Recommended by:

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

Tim Gleason, City Manager

Attachments:

- CLK 3B 102819 Council Minutes - DRAFT



MINUTES

PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL OF BLOOMINGTON, ILLINOIS
MONDAY, OCTOBER 28, 2019, 6:00 P.M.

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 6:10 p.m., Monday, October 28, 2019.

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

Council Members: Jamie Mathy, Donna Boelen, Mboka Mwilambwe, Julie Emig, Joni Painter, Jenn Carrillo, Scott Black, Jeff Crabill, Kim Bray, and Mayor Tari Renner.

Staff Present: Tim Gleason, City Manager; Billy Tyus, Deputy City Manager; Jeffrey Jurgens, Corporation Counsel; Jim Karch, Public Works Director; Scott Sprouls, Information Services Director; Nicole Albertson, Human Resources Director; Melissa Hon, Economic Development Director; and other City staff were present.

Recognition/Appointments

- A. Presentation of the City of Bloomington Police Department Police Officer's Commission Certificate to Officers who have completed probation:

Greg Scott, Asst. Chief of Police, came forward to address Council. He introduced Mitchell Filarski and Taylor Turner. He spoke briefly of their backgrounds.

- i. Mayor Renner certified that Mitchell Filarski was appointed and commissioned as a police officer on April 17, 2018. Mayor Renner asked Officer Filarski to come forward to congratulate him and presented Officer Filarski with a certificate. Council and all in attendance applauded Mitchell Filarski.
- ii. Mayor Renner certified that Taylor Turner was appointed and commissioned as a police officer on April 17, 2018. Mayor Renner asked Officer Turner to come forward to congratulate him and presented Officer Turner with a certificate. Council and all in attendance applauded Taylor Turner.

Mayor Renner thanked all the first responders in attendance.

- B. Presentation of the winners of the 2019 Beautification Awards, as presented by the Beautification Committee:

Chair of the Citizens Beautification Committee, Robin VanDermay, came forward and explained the process of application and selection of the Beautification Awards. Chair VanDermay pulled up a presentation that included photographs of each location. As she announced the award recipients, she showed their location.

- i. Residential Winners:

A. Kathryn Mundell-Bligh

Kathryn Mundell-Bligh, award recipient, came forward to accept the award.

B. Jon Wilson & Craig Gilsinger

Jon Wilson and Craig Gilsinger, award recipients, came forward to accept the award.

C. Shirley Hartley (The Memory Garden)

Doug Smith, Son-in-Law of Shirley Hartley, came forward. He stated that Mrs. Hartley was honored with the award, but that she had passed on October 5, 2019. He accepted the award on her behalf.

ii. Commercial Winners:

A. St. Mary's Parish

A representative from St. Mary's Parish located at 527 W. Jackson Street came forward to accept the award.

B. Patrick Fruin/Flinger's

Patrick Fruin, Owner of Flingers, located at 1503 E. Vernon Avenue, came forward to accept the award.

C. City of Bloomington - Illinois Art Station/West Side Revitalization Project Mural at Intersection of Morris Avenue and Market Street

A Representative from West Side Revitalization along with representatives and students from the Illinois Art Station came forward to be recognized. They were joined by the founding donor and parents of the artist.

Public Comment

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

Dave Holt	Surena Fish
Lea Cline	Aaron Left
R.J. McCracken	Tyler Hargus
Deb Carter	Zach Geritch
Kelly Tyson	Scott Stimeling

Consent Agenda

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

Council Member Emig made a motion, seconded by Council Member Mathy, that the Consent Agenda, including all the items listed below, be approved as presented with the exception of Items 7D, 7E, 7F, 7G, 7H and 7K.

Item 7A. Consideration and action to approve the Minutes of the September 30, 2019 Special Joint Meeting of the McLean County Board, Normal Town Council, and Bloomington City Council, as requested by the City Clerk Department.

Item 7B. Consideration and action to approve Bills, Payroll, Electronic Transfers, and Procurement Card Purchases in the amount of \$8,258,704.01, as requested by the Finance Department.

Item 7C. Consideration and action to approve Bernie Wrezinski to the John M. Scott Health Care Commission, as requested by the Administration Department.

Item 7D. was pulled from the Consent Agenda by Council Member Carrillo.

Item 7E. was pulled from the Consent Agenda by Council Member Crabill.

Item 7F. was pulled from the Consent Agenda by Council Member Crabill.

Item 7G. was pulled from the Consent Agenda by Council Member Crabill.

Item 7H. was pulled from the Consent Agenda by Council Member Boelen.

Item 7I. Consideration and action on an Ordinance Approving a Special Use Permit for a Sports and Fitness Establishment in the D-2 Downtown Transition District, for the property located at 216 E. Grove Street, as requested by the Community Development Department.

Item 7K. was pulled from the Consent Agenda by Council Member Crabill.

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

Ayes: Council Members Mathy, Boelen, Mwilambwe, Emig, Painter, Carrillo, Crabill, and Bray.

Nays: None.

Motion carried.

The following item was pulled from the Consent Agenda by Council Member Carrillo.

Item 7D. Consideration and action to approve a Contract with Amereco, Inc (RFP 2020-15), for Lead Assessment and Clearance Testing Services on an "as needed" basis for a one (1) year term with three (3) one (1) year options based upon acceptable performance, as requested by the Community Development Department.

Council Member Carrillo questioned whether her questions from last meeting had been addressed regarding testing, pricing, etc. City Manager Gleason stated decision was based on the contract requirements.

Council Member Carrillo made a motion, seconded by Council Member Crabill, that the Consent Agenda Item 7D be approved as presented.

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

Ayes: Council Members Mathy, Boelen, Mwilambwe, Emig, Painter, Carrillo, Black, Crabill, and Bray.

Nays: None.

Motion carried.

The following item was pulled from the Consent Agenda by Council Member Crabill.

Item 7E. Consideration and action to waive the technicality in the bid submission and approve a one (1) year Contract with Evergreen FS, with the option of four (4) one-year renewals, to pay for fuel for fleet vehicles and equipment, as requested by the Public Works Department.

Council Member Crabill mentioned that the City spends a lot on fuel each year. He believed that the City should continue to look at reducing fuel consumption. He discussed idle reduction technologies and encouraged staff to continue to explore options in the future. City Manager Gleason confirmed that staff understood.

Council Member Crabill made a motion, seconded by Council Member Black, that the Consent Agenda Item 7E be approved as presented.

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

Ayes: Council Members Mathy, Boelen, Mwilambwe, Emig, Painter, Crabill, and Bray.

Nays: None.

Motion carried.

The following item was pulled from the Consent Agenda by Council Member Crabill.

Item 7F. Consideration and action to rescind the Council's previous approval of a Contract with H & H Landscaping and to reject all proposals for grass and weed mowing services under RFP#2020-12, as requested by the Community Development Department and the Police Department.

Council Member Crabill provided history on the item and discussed internal plans presented by staff. He requested additional information on costs associated to moving the service in-house. City Manager Gleason responded accordingly.

Council Member Crabill made a motion, seconded by Council Member Mathy, that the Consent Agenda Item 7F be approved as presented.

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

Ayes: Council Members Mathy, Boelen, Mwilambwe, Emig, Painter, Carrillo, Black, Crabill, and Bray.

Nays: None.

Motion carried.

The following item was pulled from the Consent Agenda by Council Member Crabill.

Item 7G. Consideration and action on a Resolution to waive the formal bidding process for the Early Order Program with Helena Chemical (the distributor) for procurement of Syngenta, BASF, Bayer, and Nufarm (the manufacturers) golf course chemicals for the 2020 golf season, as requested by the Parks, Recreation and Cultural Arts Department.

Council Member Crabill provided insight on his issue with the amount of chemicals used on the golf courses and the research he completed. He clarified that he would be

moving to approve the item but encouraged staff to look into reducing the amount of chemicals and the certification of the public golf courses.

Council Member Black reminded his peers on Council that the budget process would be beginning soon. He encouraged Council to keep in mind if the Council decides to give the staff the direction of implementing more eco-friendly chemicals and it results in higher costs, they would need to remember that conversation in order to be intellectually honest.

Council Member Crabill made a motion, seconded by Council Member Black, that the Consent Agenda Item 7G be approved as presented.

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

Ayes: Council Members Mathy, Boelen, Mwilambwe, Emig, Painter, Carrillo, Black, Crabill, and Bray.

Nays: None.

Motion carried.

The following item was pulled from the Consent Agenda by Council Member Crabill.

Item 7K. Consideration and action on an Ordinance Approving an Application Submitted by Carmala, LLC Requesting Approval of the Site Plan for a Restaurant in the B-1 General Commercial District for the Property at 802 E Washington Street, as requested by the Community Development Department.

Council Member Crabill expressed issue with the proposed business being very focused on gaming.

Council Member Mathy echoed concerns of the property focusing on a gaming parlor. He was opposed to the business including the word "Gaming" in the name of the business.

Council Member Painter asked for clarification on liquor and gaming license requirements. Mayor Renner responded accordingly.

Council Member Mathy stated with the proposed location on the border of Ward 4 and Ward 1, he has had a significant number of citizens reach out with concerns. He also stated the 500-foot notification for the liquor notices did not reach many in the area.

Mayor Renner stated the possibility of the Liquor Commission wanting the Council to re-evaluate and potentially expand the notification distance for future items.

Leslie Yocum, City Clerk, reminded Council that the current item is for the site plan. She also explained the video gaming application requirements and review process.

Council Member Crabill asked whether the Code could be amended to include not having the word "Gaming" in the name. He also inquired on the process of confirming compliance with ADA accessible parking spaces.

Bob Mahrt, Community Development Director, came forward to address the Council. Mr. Mahrt confirmed applicants have an approved site plan on file and if there are complaints regarding parking or signage, it could be sent to the State for compliance.

Council Member Crabill made a motion, seconded by Council Member Black, that the Consent Agenda Item 7K be approved as presented.

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

Ayes: Council Members Mathy, Boelen, Mwilambwe, Emig, Painter, Carrillo, Black, Crabill, and Bray.

Nays: None.

Motion carried.

The following item was pulled from the Consent Agenda by Council Member Boelen.

Item 7H. Consideration and action on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2020, as it Relates to the Library Fixed Asset Budget, in the amount of \$98,318, as requested by the Bloomington Public Library.

Council Member Boelen questioned the cost associated to the tractor and the type of tractor being purchased.

Jeanine Hamilton, Director of the Library, came forward and addressed the Council. Ms. Hamilton confirmed the cost associated to the tractor purchase.

Council Member Boelen made a motion, seconded by Council Member Painter, that the Consent Agenda Item 7H be approved as presented.

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

Ayes: Council Members Mathy, Boelen, Mwilambwe, Emig, Painter, Carrillo, Black, Crabill, and Bray.

Nays: None.

Motion carried.

Regular Agenda

The following was presented:

Item 8A. Consideration of approving a Professional Services Agreement in the amount of \$49,810.00 with The Lakota Group (as per RFP 2020-17) to create a Community Preservation Plan for the City of Bloomington, as requested by the Community Development Department.

City Manager Gleason introduced the item and pointed out this item is a win for the City.

Katie Simpson, City Planner, came forward to address Council. She walked Council through the process involved and why the Lakota Group was recommended.

Council Member Boelen asked about how the Comprehensive Plan and the Preservation Plan can be weaved together. Ms. Simpson stated that weaving the plans is the end goal. Council Member Boelen pushed the need to formally remove the previous plans.

Council Member Emig complimented the group and was also supportive of how the Comprehensive Plan is woven through. She also loved the implementation element.

Council Member Crabill pointed out a few items he believed were great about the Lakota Group. He mentioned the Preservation Steering Committee and suggested that a diverse group be used. He also pointed out that the company does not have an equal opportunity plan in place (pg. 274 of the packet). He thought it was an oversight, but worth pointing out. He then asked Ms. Simpson to explain why the City needs a plan and why the City can't just work to protect old buildings. Ms. Simpson focused her answer on opportunities that the plan can make available, as well as the opportunity to allow public input.

Council Member Painter made a motion, seconded by Council Member Carrillo, that the item be approved.

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

Ayes: Council Members Mathy, Boelen, Mwilambwe, Emig, Painter, Carrillo, Black, Crabill, and Bray.

Nays: None.

Motion carried.

Item 8B. Consideration and action on an Intergovernmental Agreement with the Department of Healthcare and Family Services to participate in a Federal program to receive supplemental Medicaid payments for Ground Emergency Medical Transports, as requested by the Fire Department.

City Manager Gleason introduced the item and discussed the purpose of the item.

Fire Chief Brian Mohr came forward to address Council. He discussed the item and the newly proposed plan. He pointed out that the plan on the federal level has not been approved but is anticipated for approval by the end of the year.

Council Member Bray thanked Chief Mohr for his forward thinking and made a motion to move the item forward.

Council Member Bray made a motion, seconded by Council Member Mwilambwe, that the item be approved.

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

Ayes: Council Members Mathy, Boelen, Mwilambwe, Emig, Painter, Carrillo, Black, Crabill, and Bray.

Nays: None.

Motion carried.

Item 8C. Consideration and action on a Resolution Initiating a Text Amendment to the City of Bloomington Zoning Code, Chapter 44, to Allow Adult-Use Cannabis Business Establishments in the City of Bloomington, as requested by the Community Development Department.

Mayor Renner clarified the purpose of the item was to allow the zoning portion of the process for Cannabis.

Mr. Gleason followed-up with similar statements and clarifications.

Jeffrey Jurgens, Corporation Counsel, came forward to address Council. He walked through several slides about the zoning text amendment process. Mr. Jurgens clarified on a very high-level a few points from the zoning text amendment presented by Ordinance. He supported his statements with examples to ensure clarity and discussed a general timeline associated to zoning element if this item was approved to move forward.

Mayor Renner clarified the Planning Commission would begin on November 13, 2019 if approved.

Council Member Bray addressed specific elements of the amendment presented. She asked whether the City would be allowed to limit and allow only certain types of cannabis businesses. Mr. Jurgens confirmed that the City could do so. Council Member Bray followed up with a few more zoning options. She then mentioned that she had heard that the trailer bill will move to the next legislative session rather than being heard in November's veto session. She recommended an incremental approach be taken with Planning Commission.

Council Member Carrillo asked that staff provide a zoning map for areas that could potentially be impacted by the zoning amendment. Mr. Jurgens had a map pulled up that staff had already put together. She continued by asking Mr. Jurgens that Council would maintain the ability to pull permits as presented under the special use permit. She asked additional questions about how Council can direct the Planning Commission in addressing specific questions, particularly on-premise use. She encouraged neutrally directing the Planning Commission. Mr. Jurgens also confirmed that the Planning Commission's opinion is not binding on the Council.

Council Member Crabill clarified that Council has the ability to tighten policies and requirements should it see fit. Mr. Jurgens confirmed. Council Member Crabill made additional comments regarding the Planning Commission.

Council Member Mwilambwe thanked Mr. Jurgens for his assistance. Council Member Mwilambwe was very interested in the revenue implications and recommended that specific topics be covered at the Planning Commission public hearing. He believed that multiple public hearings/meetings would be necessary.

Council Member Painter recommended that the City partner with Normal in Cannabis decisions. She also believed that the zoning process should include all types of businesses.

Mayor Renner echoed Council Member Painter's comments.

Council Member Boelen asked some clarifying questions. She suggested that dispensaries be accessible by bus routes to allow equal access to all. She also recommended that meetings for the Planning Commission be moved for better access to those who work. Currently the Planning Commission meets at 4:00 p.m.

Council Member Mathy echoed some of Council Member Painter and Boelen's comments in working with the Town of Normal and to be considerate of bus routes. He asked about mixed-use buildings. Council Member Mathy recommended looking at increasing the distance of cannabis businesses from 500 feet to 750 feet and/or 1000 feet from schools, churches, etc.

Council Member Black asked Mr. Jurgens a few procedural questions. Mr. Jurgens responded accordingly. He thanked staff for the map provided. He discussed his view points on dispensaries in neighborhoods and discussed the importance of the City maintaining its ability to control/monitor the business via the special use permit. He restated the importance of reaching out to all the other stakeholders in the community in a formal manner. He was not interested in onsite consumption.

Council Member Carrillo asked for clarification of Council Member Black stating that he was not supportive of onsite consumption. Council Member Black stated that he was not interested in onsite consumption at any time.

Council Member Bray asked Mr. Jurgens whether lawsuits could result from special use permits being pulled. Mr. Jurgens stated legal proceedings would likely result. Council Member Bray pointed out that litigation can be costly. She went on to discuss issues that could result from property values declining.

Council Member Bray made a motion to amend the referral to the Planning Commission to adult use cannabis distribution and craft growers, seconded by Council Member Boelen, that the item be approved.

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

Ayes: Council Members Boelen and Bray.

Nays: Council Members Mathy, Mwilambwe, Emig, Painter, Carrillo, Black, and Crabill.

Motion failed.

Council Member Carrillo made a motion, seconded by Council Member Mathy, that the item be approved as originally presented.

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

Ayes: Council Members Mathy, Mwilambwe, Emig, Painter, Carrillo, Black, and Crabill.

Nays: Council Members Boelen and Bray.

Motion passed.

City Manager's Discussion

Finance Director's Report

Scott Rathbun, Finance Director, came forward to address Council. Mr. Rathbun pointed out a change to the way he presents his report monthly. He discussed, on a high-level, the major tax revenue summaries, the general fund revenue and expenditures by category, and enterprise funds summary.

Council Member Carrillo recommended making materials available once the meeting begins so that the public and audience present can follow along. Mr. Rathbun stated that he would work with the Clerk to have materials available.

City Manager Gleason made a few comments to Mr. Rathbun's presentation. He complimented Earl Boitnott for his service to the City and pointed out his upcoming fundraiser.

City Manager Gleason spoke about multiple upcoming events and noted Trolls Live at the Arena. He commented that they will be preparing for their nation-wide tour in Bloomington over the next few weeks.

Mayor's Discussion

Mayor Renner congratulated the City Clerk Department on their Chili Cook-off win! He thanked Council for dressing up and participating in the Halloween festivities. He also thanked the Cannabis Task Force for their work.

Council Member's Discussion

Council Member Mathy thanked everyone for participating in the Halloween festivities. He complimented the Bloomington Center for the Performing Arts on selling out recent shows. He mentioned that he and the Deputy City Manager had recently attended a conference in Aurora. He noted that the Mayor had only great things to say about Urban Equities Properties.

Council Member Boelen advocated for policy she learned about through a book called Strong Towns.

Council Member Emig also echoed Council Member Boelen. She thanked Bob Mahrt, Community Development Director, for his staff's professionalism in participating in a walk-through last week. She was encouraged to advocate for those who can't advocate for themselves.

Council Member Carrillo complimented the Halloween Festivities and spoke about another upcoming event.

Council Member Crabill thanked City Manager Gleason and City Clerk Yocum for always facilitating his questions. He then pointed out that he had not heard anything more on monthly reporting by Connect Transit and the Intergovernmental Agreement. He also stressed that the State will also be the large regulatory process for cannabis.

Council Member Bray also complimented the performance of Beautiful at the BCPA.

Executive Session - Cite Section

Clerk-led Roll Call Vote

Review of Minutes - Section 2 (c)(21) of 5 ILCS 120 (10 minutes)

Claim Settlement - Section 2 (c)(12) of 5 ILCS 120 (5 minutes)

Mayor Renner entertained a motion to enter into Executive Session for the purposes of a Review of Minutes - Section 2 (c)(21) of 5 ILCS 120 and Claim Settlement - Section 2(c)(12) of 5 ILCS 120.

Council Member Mathy made a motion, seconded by Council Member Carrillo, to enter into Executive Session.

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

Ayes: Council Members Mathy, Boelen, Mwilambwe, Emig, Painter, Carrillo, Black, Crabill, and Bray.

Nays: None.

Motion passed.

Return to Open Session and Adjourn

Clerk-led Roll Call Vote

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

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

Ayes: Council Members Mathy, Boelen, Mwilambwe, Emig, Painter, Carrillo, Black, Crabill, and Bray.

Nays: None.

Motion passed.

The meeting adjourned at 8:52 p.m.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, City Clerk



CONSENT AGENDA ITEM NO. 7.D

FOR COUNCIL: November 25, 2019

SPONSOR: Finance Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve Bills, Payroll, Electronic Transfers, and Procurement Card Purchases in the amount of \$7,614,516.71, as requested by the Finance Department.

RECOMMENDED MOTION: The proposed Bills, Payroll, Electronic Transfers, and Procurement Card Purchases be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Total disbursements to be approved \$7,614,516.71 (Payroll total \$2,734,555.13, Accounts Payable total \$3,152,557.67, Electronic Transfers \$1,597,651.52, and Procurement Card Purchases \$129,752.39).

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Support Staff V

Reviewed by:

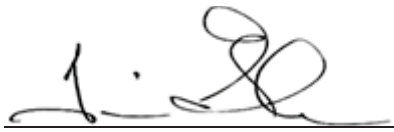

F. Scott Rathbun, Finance Director

11/20/2019


Tara Henry, Legislative Assistant

11/21/2019

Recommended by:

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

Tim Gleason, City Manager

Attachments:

- FIN 1B Council Finance Summary Report

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
11/8/2019	\$ 2,037,166.23	\$ 500,867.15	\$ 2,538,033.38
11/8/2019-11/15/2019	\$ 167,164.96	\$ 29,356.79	\$ 196,521.75
Off Cycle Adjustments			

PAYROLL GRAND TOTAL \$ 2,734,555.13

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total	PCARDS Date Range	Total
11/25/2019	AP General	\$ 3,046,323.62	10/1/2019-10/31/2019	\$ 129,752.39
	AP JM Scott			
11/25/2019	AP Comm Devel	\$ 26,508.67	PCARD GRAND TOTAL	\$ 129,752.39
	AP IHDA			
11/25/2019	AP Library	\$ 33,151.50		
11/25/2019	AP MFT	\$ 17,791.13		
11/8/2019-11/21/2019	Out of Cycle	\$ 28,782.75		
6/30/2019-11/12/2019	AP Bank Transfers	\$ 1,597,651.52		
	AP GRAND TOTAL	\$ 4,750,209.19		

TOTAL \$ 7,614,516.71

Respectfully,

F. Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 7.E

FOR COUNCIL: November 25, 2019

SPONSOR: Parks, Recreation and Cultural Arts Department and Cultural District

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration for the Purchase of Playground Equipment for Clearwater and Wittenberg Woods Parks, in the amount of \$103,520.76 from Game Time c/o Cunningham Recreation through the U.S. Communities Joint Purchasing Cooperative, as requested by the Parks, Recreation and Cultural Arts Department and the Cultural District.

RECOMMENDED MOTION: The proposed Purchase be approved.

STRATEGIC PLAN LINK:

-Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

-Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents

BACKGROUND: Clearwater Park playground was installed in 1999. The American Society for Testing and Materials industry standard is 15-20 years for a useful and safe life of a playground. Clearwater Park is the oldest playground in the City of Bloomington and is the only playground in our system that was not installed by Park staff. The new playground will be installed in the exact location as the old playground and will have a ramp for accessibility. The engineered wood surface will be raised approximately one foot to help with drainage. The existing swings will stay and be repainted to match the playground colors. A new arch swing will be added. These swings have become very popular because multiple people can use the swing at one time. New concrete edging will be added as well. The new playground is approximately 8,000 square feet and will be installed by in-house certified playground installers within the Parks, Recreation and Cultural Arts Department.

Wittenberg Woods Park is a new park being developed by the Parks, Recreation and Cultural Arts Department. It is located on the south edge of town next to Luther Oaks Retirement Community. There are two main entrances to the Park, one being off Lutz Road and the other being on the corner of Wirsing and Bach Drive in Wittenberg Woods subdivision. The playground is approximately 2,500 square feet and will include two (2) toddler and two (2) belt swings. The main play area will have two (2) slides and numerous climbing features. The safety surface will be engineered wood fiber and will be surrounded by concrete edging. The playground will be installed by in-house certified playground installers within the Parks and Recreation and Cultural Arts Department.

The City has benefited from the relationship with Cunningham Recreation DBA GameTime in building and refurbishing playgrounds throughout the City. The attached quotes show that for the work on these two playgrounds, the initial cost is \$195,992. GameTime is giving the City a Consideration of a credit of \$95,371.24 or 50% of the entire purchase, which reduces

the total cost of both playgrounds to \$103,520.76. GameTime has a Joint Purchasing Cooperative Contract through the U.S. Communities #2017001134 (exp. 6/30/22) that the City would like to use for this purchase. The City has had a very positive experience with the service and products of GameTime for numerous years.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Cunningham Recreation c/o Renee Beard.

FINANCIAL IMPACT: Funds totaling \$90,000 were budgeted in the Capital Improvement Fund-Capital Outlay Equipment Other than Office account (40100100-72140) for the Clearwater Park Playground. If approved, Finance Staff is comfortable exceeding the budget by \$13,520.76 since the City would basically be receiving 2 playgrounds for the price of one. The Capital Improvement Fund Budget usually has projects that are either deferred or come in under budget to offset this small increase. If necessary at year end, a housekeeping budget amendment can be brought back to City Council for approval. Stakeholders can locate this item in the FY 2020 Budget Book titled "Other Funds & Capital Improvement" on pages 74, 76, 241, 267, and 276. The Capital Improvement Fund Balance as of April 30, 2019 was \$3,128,877.

Note: The "order must be received by" date of October 30, 2019 outlined in the included Certificate of Grant Award has been extended to the end of November 2019 per Renee Beard at GameTime.

COMMUNITY DEVELOPMENT IMPACT:

Goal HL-1. Create a parkland green space system that provides for a variety of active and passive recreational and wellness activities for current and future residents.

Goals HL1.2. Coordinate Park Planning with other agencies and entities

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: Preventive Maintenance will be performed. Playground will be inspected every 2 months. Repairs will be performed as needed.

Respectfully submitted for Council consideration.

Prepared by: Robert Moews, Superintendent of Parks Maintenance

Reviewed by:


Carla Murillo, Procurement Manager

11/19/2019


Jay Tetzloff, Director of Parks, Recreation and Cultural Arts

11/19/2019


Chris Tomerlin, Budget Manager

11/19/2019


Jeffery R. Jurgens, Corporation Counsel

11/20/2019


Lara Henry, Legislative Assistant

11/20/2019

Recommended by:


Tim Gleason, City Manager

Attachments:

- PRCA 3B Clearwater Park and Wittenburg Woods Park Quotes
- PRCA 3C Clearwater-Model
- PRCA 3D Wittenburg-Model
- PRCA 3E 2019 Certificate of Consideration_redacted
- PRCA 3F US Communities GameTime Contract 2017001134



GameTime c/o Cunningham Recreation
 PO Box 240981
 Charlotte, NC 28224
 800.438.2780
 704.525.7356 FAX

QUOTE
 #146016

10/29/2019

Clearwater Park and Wittenburg Woods Park-2019 Matching Funds Grant- CWO

Bloomington Parks and Recreation
 Attn: Jay Tetzloff
 1813 Springfield Road
 Bloomington, IL 61701
 Phone: 309-434-2250
 jtetzloff@cityblm.org

Project #: P100344
 Ship To Zip: 61701

Quantity	Part #	Description	Unit Price	Amount
		<u>Clearwater Park</u>		
1	RDU	GameTime - Powerscape 5-12 Modular Unit [Accent: _____] [Basic: _____] [Deck:Pvc: _____] [Roto Plastic: _____] [Arch: _____] [2 Color HDPE: _____] [Accent 2: _____] [Tube: _____] [Uni Plastic: _____] [HDPE: _____] (5) 26094 -- Triangular Shroud (1) 90678 -- Ramp (Guardrail) 1'-6" & 2' (1) 91146 -- Entryway - Guardrail (1) 90317 -- Toad Stool Climber (1) 90507 -- 2'-6"/3' Rumble & Roll Zip Slide (2) 80687 -- Handhold/Kick Plate Pkg (1) 16465 -- Slide Transfer (Ada) (1) 4841 -- Maze Wheel Ass'Y (1) 4842 -- Echo Chamber Ass'Y (1) 90176 -- Ada Crow'S Nest W/ Gizmo (1) 90305 -- Climber Archway W/Socket & Guardrail (1) 90666 -- Spiral Step Climber (2'-0" & 2'6") (2) 90005 -- Two Piece Hex Deck, Ada Ramp Access (1) 90676 -- Std Access Ramp Link Gr 2'-6" & 3' (2) 90762 -- Long Exit (Use On 7' & 8' Slides) (4) 90704 -- Left Curve Section Wilderslide Ii (6) 90703 -- Straight Section Wilderslide Ii (2) 90709 -- Support Wilderslide Ii (2) 90700 -- Single Entrance Wilderslide Ii (5) 38111 -- Tree Stump (1) 10768 -- Toad Stool Seat (2) 90706 -- Exit Section Wilderslide Ii	\$144,577.00	\$144,577.00



GameTime c/o Cunningham Recreation
 PO Box 240981
 Charlotte, NC 28224
 800.438.2780
 704.525.7356 FAX

QUOTE
 #146016

10/29/2019

Clearwater Park and Wittenburg Woods Park-2019 Matching Funds Grant- CWO

Quantity	Stock ID	Description	Unit Price	Amount
		(1) 90705 -- Right Curve Section Wilderslide Li		
		(1) 90701 -- Double Entrance Wilderslide Li		
		(1) 81669 -- Hand Cyclor		
		(1) 81670 -- Crunch Bar		
		(1) 81699 -- Bongos		
		(1) 81656 -- 1-Level Chin Bar		
		(1) 81681 -- Turning Bar		
		(3) 81766 -- Leaf Seat		
		(1) 91219 -- Slant Hex Roof - Timbers		
		(1) 91214 -- Slant Half Hex Roof - Timbers		
		(1) 26070 -- Sail Climbing Wall Attachment		
		(1) 26096 -- Arched Chain Net Link (Stainless)		
		(1) 26067 -- Ladder Wall Attachment		
		(1) 26121 -- 90 Deg 3 Way X-Pod Step		
		(1) 26078 -- Arched Loop Ladder Overhead		
		(1) 80082 -- Slide Transfer		
		(1) 91163 -- Climber Offset Archway - Timbers		
		(1) 26163 -- 3'-0" Connectscape Climber		
		(1) 91178 -- 3' 0" Transfer Platform - Timbers		
		(4) 80001 -- 49"Tri Punched Steel Deck		
		(1) 91211 -- Funnel Bridge - Timbers (2 Deck Span)		
		(1) 90178 -- Ada Crow'S Nest W/Telescope		
		(1) 90150 -- 3'/4' Single Vine Climber		
		(1) 91150 -- Entryway - Timbers		
		(1) 90630 -- Walk-In Double Funnel Up		
		(1) 90667 -- Spiral Step Climber (3'-0" & 3'-6")		
		(1) 91157 -- Archway W/ Socket - Timbers		
		(7) 91151 -- Climber Entryway - Timbers		
		(1) 91203 -- 3' 0" Transfer System - Timbers		
		(1) 90369 -- River Rock Climber		
		(1) 90732 -- Kinetic Spinner 1 Color Pnl Above Dk		
		(1) 80000 -- 49" Sq Punched Steel Deck		
		(1) 91215 -- Slant Roof - Timbers		



GameTime c/o Cunningham Recreation
 PO Box 240981
 Charlotte, NC 28224
 800.438.2780
 704.525.7356 FAX

QUOTE
 #146016

10/29/2019

Clearwater Park and Wittenburg Woods Park-2019 Matching Funds Grant- CWO

Quantity	Stock ID	Description	Unit Price	Amount
		(1) 90628 -- Ergo Link (3'-0" Rise)		
		(1) 91183 -- 6' 0" Plank Climber - Timbers		
		(1) 91213 -- Play Port Funnel Bridge - Timbers		
		(1) 90621 -- Ergo Climber (6'-0")		
		(1) 91201 -- 2' 0" Transfer System - Timbers		
		(1) 90575 -- Scramble Up (6'-6" To 8'-0")		
		(1) 91136 -- Funnel Crows Nest Telescope Bar		
		(1) 90636 -- Stego Climber (8'-0")		
		(1) 90004 -- Two Piece Hex Deck		
		(2) 91224 -- 36" Slant Hex Roof Extension - Timbers		
		(2) 91218 -- 72" Slant Hex Roof Extension - Timbers		
		(2) 91216 -- 24" Slant Hex Roof Extension - Timbers		
		(2) 91217 -- 60" Slant Hex Roof Extension - Timbers		
		(2) 91221 -- 66" Slant Roof Extension - Timbers		
		(5) 90271 -- 13' Upright, Alum		
		(6) 90270 -- 12' Upright, Alum		
		(8) 90273 -- 15' Upright, Alum		
		(1) 90268 -- 10' Upright, Alum		
		(2) 90269 -- 11' Upright, Alum		
		(4) G90267 -- 9' Upright, Galv		
		(3) 90267 -- 9' Upright, Alum		
		(4) G90262 -- 4' Upright, Galv		
		(1) G90271 -- 13' Upright, Galv		
		(2) G90269 -- 11' Upright, Galv		
		(1) G90265 -- 7' Upright, Galv		
		(2) 90266 -- 8' Upright, Alum		
		(2) G90266 -- 8' Upright, Galv		
		(2) 90265 -- 7' Upright, Alum		
1	178749	GameTime - Owner's Kit	\$55.00	\$55.00
1	5056	GameTime - Arch Swing [Basic:_____]	\$6,267.00	\$6,267.00
		Wittenburg Woods Park		
1	RDU	GameTime - PT19010- West Bend	\$45,038.00	\$45,038.00



GameTime c/o Cunningham Recreation
 PO Box 240981
 Charlotte, NC 28224
 800.438.2780
 704.525.7356 FAX

QUOTE
 #146016

10/29/2019

Clearwater Park and Wittenburg Woods Park-2019 Matching Funds Grant- CWO

Quantity	Stock ID	Description	Unit Price	Amount
		(1) 19791 -- Dbl Rumble & Roll 2'-6"/3'		
		(1) 19243 -- Drivers Panel		
		(2) 19367 -- Talk Tube Ground Level		
		(2) 18200 -- 36" Sq Punched Deck P/T 1.3125		
		(1) 19752 -- Traverse Climber		
		(1) 19771 -- Chain Pod Climber 5'/5'6"		
		(1) 19436 -- Wrinkle Wall Link		
		(1) 19755 -- Wiggle Climber Attachment		
		(1) 12421 -- Store Panel Enclosure		
		(1) 18319 -- Single Steering Wheel		
		(1) 13540 -- Crunch Bar		
		(1) 19035 -- Optional Access Step (3' & 5')		
		(1) 19285 -- Transfer Platform W/ Guardrail 3'		
		(1) 19027 -- Rung Access Ladder (2')		
		(4) 18201 -- 36" Tri Punched Deck P/T		
		(1) 19174 -- Leaning Wall (5')		
		(1) 18233 -- 90 Deg Funnel W/Barrier		
		(1) 18316 -- 5'-0" F5 Spiral Slide		
		(1) 19005 -- Transfer System W/Barrier (2' Rise)		
		(1) 19322 -- Swerve Slide		
		(2) 12025 -- 3 1/2" Uprt Ass'Y Alum 10'		
		(6) 12026 -- 3 1/2" Uprt Ass'Y Alum 11'		
		(2) 12027 -- 3 1/2" Uprt Ass'Y Alum 12'		
		(3) 12023 -- 3 1/2" Uprt Ass'Y Alum 8'		
		(1) 12068 -- 3 1/2"Uprt Ass'Y Alum 13'		
		(2) 12024 -- 3 1/2" Uprt Ass'Y Alum 9'		
1	178749	GameTime - Owner's Kit	\$55.00	\$55.00



GameTime c/o Cunningham Recreation
 PO Box 240981
 Charlotte, NC 28224
 800.438.2780
 704.525.7356 FAX

QUOTE
 #146016

10/29/2019

Clearwater Park and Wittenburg Woods Park-2019 Matching Funds Grant- CWO

Quantity	Part #	Description	Unit Price	Amount
1	2019 Grant	GAMETIME-MISC - GameTime Matching Funds Grant - GameTime grants can only be applied to additional GameTime purchases and only in conjunction with the original purchase. Standard policies and warranties as listed in the 2019 GameTime Playground Design Guide apply. Freight and applicable sales tax are extra and not included. To qualify for a 100% matching grant, list price of the qualifying playground system must exceed \$90,000 and payment in full must accompany your order. For play systems that require credit terms or for systems with a list price of less than \$90,000, GameTime playground grants are available with matching funds ranging between 40-70%. Matching funds are subject to rounding rules and may vary based on qualified purchase. No other offer, discount, or special programs can be used with this grant program. This special matching fund offer applies to PowerScape?, PrimeTime?, Xscape? and IONiX? systems only. All applications must be validated by the project administrator. GameTime reserves the right to decline any application for a GameTime grant. Orders accepted by GameTime must ship by December 31, 2019. This offer expires October 30, 2019.		

*MATERIALS ONLY: Quotation does not include any site work, off-loading, storage, safety surfacing, or installation.

*Taxes, if applicable, will be applied at the time of invoice. Please provide a copy of your tax exempt certificate to avoid the addition of taxes.

*Cash with Order (CWO) discount requires payment (in full), via check or money order, at the time of order.
 Contract: USC

SubTotal: \$195,992.00
 Grant: (\$95,371.24)
 Freight: \$2,900.00
Total Amount: \$103,520.76



GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

QUOTE
#146016

10/29/2019

Clearwater Park and Wittenburg Woods Park-2019 Matching Funds Grant- CWO

GAMETIME - TERMS & CONDITIONS:

- **PRICING:** Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted. Checks should be made payable to Playcore Wisconsin, Inc. d/b/a GameTime unless otherwise directed.
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. d/b/a GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT:** Standard Lead time is 4-6 weeks after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

SUPPLY ONLY:

- All items are quoted supply only.
- Installation services are not included.
- Customer is responsible for coordinating delivery, receipt, unloading, and inventory equipment.
- Missing or damaged equipment must be reported within 60 days of delivery.



GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

QUOTE
#146016

10/29/2019

Clearwater Park and Wittenburg Woods Park-2019 Matching Funds Grant- CWO

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): _____ Title: _____

Telephone: _____ Fax: _____

P.O. Number: _____ Date: _____

Purchase Amount: **\$103,520.76**

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Salesperson's Signature

Customer Signature

BILLING INFORMATION:

Bill to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

SHIPPING INFORMATION (IF DIFFERENT FROM ABOVE):

Ship to: _____

Contact: _____

Address: _____

Address: _____

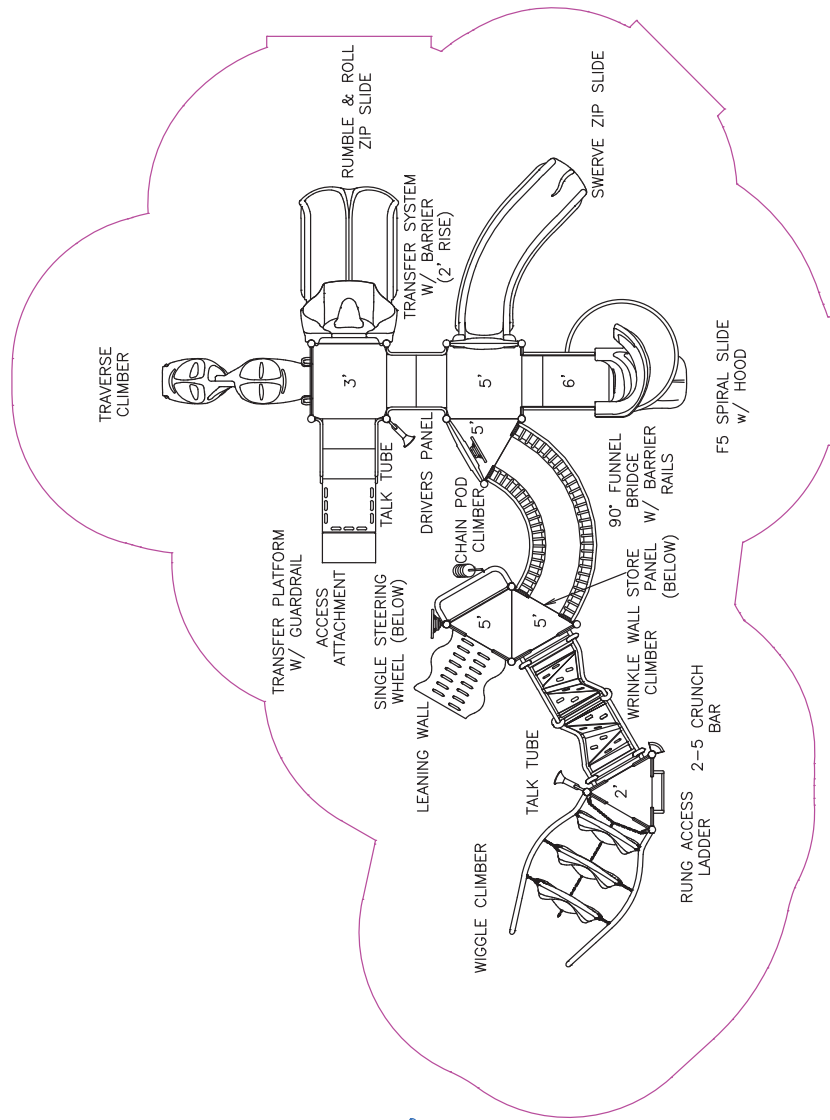
City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

44' - 4"

32' - 11"



Bloomington Parks & Recreation
Wittenburg Woods Park
Bloomington, IL
Representative
Cunningham Recreation

This play equipment is recommended for children ages 5-12

Minimum Area Required:
Scale: NTS
This drawing can be scaled only when in an 11" x 17" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA Z 614

Drawn By: DW
Date: 10/29/19
Drawing Name: 100344-01-Wittenburg



A PLAYCORE Company

CERTIFICATE OF GRANT AWARD

This certificate entitles

Bloomington Parks and Recreation

to a GameTime Playground Grant Funding Award of

\$94,807.00

Funds must be claimed no later than December 31, 2019 and must accompany a qualifying play system purchase. Order must be received by October 30, 2019. Award may not be combined with any other order or special offer. Other terms and conditions apply. Contact your local GameTime representative at 800-235-2440 for complete details about this grant award.

A black rectangular box redacting the signature of S. Spencer Cheak.

S. Spencer Cheak
President, GameTime

GameTime Contract

Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing and Related Products & Services

Lead Agency

City of Charlotte, NC

Contract Number

2017001134

5 year initial term, July 1, 2017 – June 30, 2022
Option to renew for (2) additional (2) year periods

Executive Summary

- [Uniform Guidance](#)

Contract Documents

- [GameTime Contract 2017001134](#)
- [Contract Amendments](#)

RFP Documents

- [RFP Playground Equipment 269-2017-028](#)
- [RFP 269-2017-028 Addendum 1](#)
- [RFP 269-2017-028 Addendum 2](#)
- [RFP 269-2017-028 Addendum 3](#)
- [RFP 269-2017-028 Postings Document](#)



CONSENT AGENDA ITEM NO. 7.F

FOR COUNCIL: November 25, 2019

SPONSOR: Parks, Recreation and Cultural Arts Department and Facilities Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on a Bid and Contract from Otto Baum Company, Inc. for \$99,935, for masonry work including tuck-pointing and sealing through BID #2020-14, as requested by the Parks, Recreation and Cultural Arts Department and the Facilities Department.

RECOMMENDED MOTION: The proposed Bid and Contract be approved.

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 Faithful & Gould Report of Facilities Condition Assessment dated January 2014 stated that the exterior wall system at the Bloomington Center for the Performing Arts was in fair condition. Noted were several instances of deteriorated mortar at joints and spalled brick at the masonry wall, deteriorating sealants at the window and construction joints, and deteriorated sealants at the parapet wall caps and termination bar at the base flashing of the roof system. Given the age and condition of the exterior elements, we recommended budgeting for a near term exterior restoration project. This restoration consisted of tuck-pointing and general repairs to the masonry walls, along with replacement of perimeter sealants at the construction joints and parapet wall caps on each elevation. This also included the as-needed sealant replacement of the pre-cast concrete wall panels. The requested masonry repair and tuck-pointing has been addressed through a multi-year approach to spread the project costs across five (5) years. This work will be the fourth (4th) year of project repairs. The work will take place on the upper level of the building referred to as the fly loft.

The Bid was released on August 13, 2019 and was advertised in The Pantagraph, on the City website, and was sent to eighteen (18) firms who requested to be on the bidder's list. Ten (10) firms requested the bid document and three (3) bids were received. Below is the bid tabulation table:

Firm	Bid Opt #1	Bid Opt #2	Bid Opt #2 Alt #1	Bid Opt #2 Alt #2	Bid Opt #3	Bid Opt #4	Local Preference Adjustment (4%)	Grand Total
Seward Masonry Inc. Taylor	\$93,450	\$35,166	\$3,336	\$4,230	\$44,200	\$34,400	N/A	\$214,782

Springs, IL								
Otto Baum Inc. Morton, IL	\$54,245	\$11,140	Included in Bid Opt #2 price	Included in Bid Opt #2 price	\$25,550	\$9,000	N/A	\$99,935
Garneau Construction Normal, IL	\$44,000	\$5,500	\$3,500	\$7,500	\$38,800	\$15,800	(\$4,604)	\$110,496

The following language was included with the bid form:

The City reserves the right to select any or all of the bid options and alternates as well as increase or decrease the unit amounts based on available budget and need. The grant total is shown for review purposes only and may not represent the awarded contract amount.

As can be seen in the bid table above, a four percent (4%) local preference adjustment was given to Garneau Construction but the grand total price was still \$10,561 higher than the Otto Baum bid. Otto Baum's bid was responsive, met all the bid qualifications, and the lowest bid received.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This bid was advertised in The Pantagraph on August 13, 2019.

FINANCIAL IMPACT: Funds totaling \$65,000 are included in the FY 2020 Budget under the Capital Improvement-Buildings account (40100100-72520) for this project. If approved, an additional \$34,935 will be transferred from BCPA-Repair/Maintenance Building account (10014125-70510-20000) to the BCPA-Buildings account (10014125-72520) to pay for the total amount requested of \$99,935. Stakeholders can locate the Capital Improvement funded portion in the FY 2020 Budget Book titled "Other Funds & Capital Improvement" on pages 74, 76, 241, 267, and 274. The BCPA portion can be located in the FY 2020 Budget Book titled "Budget Overview & General Fund" on page 192.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by: Dave Lamb, Assistant Superintendent of Parks Maintenance

Reviewed by:



Jay Tetzloff, Director of Parks, Recreation and Cultural Arts

11/9/2019



Carla Murillo, Procurement Manager

11/12/2019



Chris Tomerlin, Budget Manager

11/14/2019



Jeffery R. Jurgens, Corporation Counsel

11/20/2019



Tara Henry, Legislative Assistant

11/20/2019

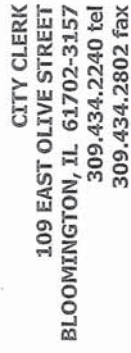
Recommended by:



Tim Gleason, City Manager

Attachments:

- PRCA 2B Bid#2020-14 BCPA Masonry Repair Bids_redacted
- PRCA 2C Bid #2020-14 BCPA Masonry Repairs Contract Final



BID # 2020-14
BCPA MASONRY REPAIRS

TIME: 10:00 a.m.

[illegible]

*Disclaimer: This is a Bid tabulation for record of the Bid opening. Bids have not been reviewed and have not been presented to council. This does not represent any Award. Prices or options/alternates will not be included on the tabulation.

CITY OF BLOOMINGTON
CONTRACT WITH
Otto Baum Co. Inc
FOR
BCPA Masonry Repairs

THIS AGREEMENT, dated this 25th day of November _____, 2019, is between the City of Bloomington (hereinafter "CITY") and Otto Baum Co. Inc (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

Section 2. Incorporation of Bid/RFP/RFO & Proposal Terms / Prevailing Wage. This work was subject to the following procurement initiative by the CITY:
Bid #2020-14 BCPA Masonry Repairs (on file in Procurement) _____ (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. This includes Public Act 100-1177 which became effective on June 1, 2019.

Section 3. Description of Services. CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: masonry repairs including , but not limited to, tuck pointing and sealing as stated in the bid specs & Addendum #1.

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

Otto Baum Co. Inc

By: _____
Its City Manager

By: _____
Its _____

ATTEST:

By: _____
City Clerk

By: _____
Its _____



CONSENT AGENDA ITEM NO. 7.G

FOR COUNCIL: November 25, 2019

SPONSOR: Information Services Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve payment to CDWG, Inc. in the amount of \$176,166.17, for the annual renewal of the Microsoft Enterprise Agreement (EA) for City-wide software licensing for maintenance and support, utilizing the State of Illinois Department of Central Management Services (CMS6945110) Joint Purchasing Cooperative, as requested by the Information Services Department.

RECOMMENDED MOTION: The proposed Purchase be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The City participates in a State of Illinois sponsored Enterprise Software licensing agreement (EA) with Microsoft Corporation to provide licensed use of various Microsoft software products. The EA is implemented in three-year agreement terms. Assuming Council approval, this year would mark the third year of the current three-year agreement and would provide Microsoft licensing through October 2020.

These licenses include desktop and server operating systems, enterprise databases, office productivity software, Office 365 email and collaboration software, and network management software and terminal emulation software used to provide desktop application services across some of the City's slower WAN (Wide Area Network) links. Participation in the EA agreement provides version updates to all software, software support, software training and software licensing transition rights to replacement computers when hardware is replaced.

Costs for the previous two (2) years of Microsoft EA licensing were:

FY2019	\$176,166.17
FY2018	\$175,988.15

As the Microsoft EA is a three-year agreement, licensing costs are spread across all three years. There are provisions within the agreement allowing the City to terminate, should funds not be available in future budget years.

The City is able to participate in the Microsoft EA under the State of Illinois Joint Purchasing Contract (Contract: Illinois Microsoft EA Agreement, CMS6945110 - valid through 1/01/20) under which the State of Illinois has negotiated with Microsoft for lower licensing costs. The Microsoft reseller selected to manage the State of Illinois contract is CDWG, Inc., of Vernon Hills, IL. As such, the City may only participate in the Microsoft EA by purchasing through CDWG. The State has allowed municipalities within the state to utilize their negotiated contract CMS6945110 and the City benefits from the lower costs and time saving through less need for personnel costs to formally bid and negotiate our own contract.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The \$176,166.17 is included in the FY 2020 Budget under Information Services - Repair/Maintenance Office and Computer Equipment (10011610 - 70530). Stakeholders can locate this in the FY 2020 Budget Book titled "Budget Overview & General Fund" on page 155.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by: Megan Horath, Administrative Assistant

Reviewed by:



Scott Sprouls, Director of Information Services

11/18/2019



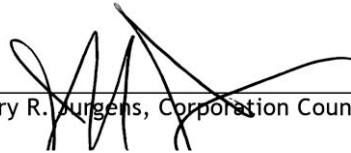
Carla Murillo, Procurement Manager

11/19/2019



Chris Tomerlin, Budget Manager

11/19/2019



Jeffery R. Jurgens, Corporation Counsel

11/19/2019



Lara Henry, Legislative Assistant

11/20/2019

Recommended by:



Tim Gleason, City Manager

Attachments:

- IS 2B Quote Confirmation
- IS 2C State of Illinois Contract Amendment_Redacted

QUOTE CONFIRMATION



DEAR SCOTT SPROULS,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KXZW419	10/15/2019	20190322-00	1328378	\$176,166.17

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
MS EA CORE CAL STE BRIDGE PLATFM P/U Mfg. Part#: AAA-12417-12-SLG Electronic distribution - NO MEDIA Contract: Illinois Microsoft (CMS6945110)	660	3880908	\$14.93	\$9,853.80
MS EA OFFICE 365 GE3 SA P/USR Mfg. Part#: AAA-11924-12-SLG Electronic distribution - NO MEDIA Contract: Illinois Microsoft (CMS6945110)	660	3764637	\$168.14	\$110,972.40
MS EA WIN ENT SA PLTRFM Mfg. Part#: KV3-00353-SLG Electronic distribution - NO MEDIA Contract: Illinois Microsoft (CMS6945110)	555	3813261	\$38.74	\$21,500.70
MS EA PROJECT STD SA SLG Mfg. Part#: 076-01912-SLG Electronic distribution - NO MEDIA Contract: Illinois Microsoft (CMS6945110)	6	2026955	\$106.32	\$637.92
MS EA VISIO PRO SA SLG Mfg. Part#: D87-01159-SLG Electronic distribution - NO MEDIA Contract: Illinois Microsoft (CMS6945110)	11	2026965	\$90.66	\$997.26
MS EA SQL CAL SA MVL DCAL SLG Mfg. Part#: 359-00792-SLG Electronic distribution - NO MEDIA Contract: Illinois Microsoft (CMS6945110)	24	2186887	\$33.79	\$810.96
MS EA SQL SERVER STD SA SLG Mfg. Part#: 228-04433-SLG Electronic distribution - NO MEDIA Contract: Illinois Microsoft (CMS6945110)	6	2106689	\$145.06	\$870.36
MS EA SQL SRV STD CORE SA Mfg. Part#: 7NQ-00292-SLG Electronic distribution - NO MEDIA Contract: Illinois Microsoft (CMS6945110)	18	2716749	\$580.24	\$10,444.32
MS EA WIN RIGHTS MGT SVCS DCAL SA Mfg. Part#: T98-00798-SLG	1	2552970	\$6.59	\$6.59

QUOTE DETAILS (CONT.)

Electronic distribution - NO MEDIA

Contract: Illinois Microsoft (CMS6945110)

MS EA WIN RDS DCAL SA SLG

46

2026969

\$16.48

\$758.08

Mfg. Part#: 6VC-01253-SLG

Electronic distribution - NO MEDIA

Contract: Illinois Microsoft (CMS6945110)

MS EA SYS CTR STD CORE SA

8

4375289

\$18.13

\$145.04

Mfg. Part#: 9EN-00198-SLG

Electronic distribution - NO MEDIA

Contract: Illinois Microsoft (CMS6945110)

MS EA CIIS DC 2 CORE SA

48

4378888

\$164.84

\$7,912.32

Mfg. Part#: 9GS-00135-SLG

Electronic distribution - NO MEDIA

Contract: Illinois Microsoft (CMS6945110)

MS EA CIS STD 2 CORE SA

320

4378882

\$34.62

\$11,078.40

Mfg. Part#: 9GA-00313-SLG

Electronic distribution - NO MEDIA

Contract: Illinois Microsoft (CMS6945110)

MS EA POWERBIPROGOV SS ALNG

2

4385631

\$89.01

\$178.02

Mfg. Part#: DDJ-00001-12-SLG

Electronic distribution - NO MEDIA

Contract: Illinois Microsoft (CMS6945110)

PURCHASER BILLING INFO**Billing Address:**

CITY OF BLOOMINGTON

MELODY BECKER

PO BOX 3157

BLOOMINGTON, IL 61702-3157

Phone: (309) 434-2509**Payment Terms:** Net 30 Days-Govt State/Local**SUBTOTAL**

\$176,166.17

SHIPPING

\$0.00

SALES TAX

\$0.00

GRAND TOTAL**\$176,166.17****DELIVER TO****Shipping Address:**

BLOOMINGTON CITY HALL

MEGAN HORATH

109 E OLIVE ST

BLOOMINGTON, IL 61701-5219

Shipping Method: ELECTRONIC DISTRIBUTION**Please remit payments to:**

CDW Government

75 Remittance Drive

Suite 1515

Chicago, IL 60675-1515

Need Assistance? CDW•G SALES CONTACT INFORMATION



Allison Davis

|

(877) 626-4806

|

allidav@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

© 2019 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

STATE OF ILLINOIS CONTRACT AMENDMENT

The undersigned Agency and Vendor, CDW Government, LLC, (the Parties) agree that the following shall amend the Contract referenced herein. All terms and conditions set forth in the original Contract, not amended herein, shall remain in full force and effect as written. In the event of conflict, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the Agency and the Vendor cause this Amendment to be executed on the dates shown below by representatives authorized to bind the respective PARTIES.

VENDOR

Vendor Name: CDW Government, LLC	Address: 230 N. Milwaukee Ave Vernon Hills, IL 60061
Signature: [REDACTED]	Phone: 877-722-1501
Printed Name: Robert F. Kirby	Fax: 847-968-1898
Title: Sr Vice President, Public Sales	Email: bobkir@cdwg.com
Date: September 30, 2019	

STATE OF ILLINOIS

Procuring Agency: Department of Innovation and Technology	Phone:
Street Address: 120 West Jefferson Street	Fax:
City, State ZIP: Springfield, IL 62702	
Official Signature: [REDACTED]	Date: 9/30/19
Printed Name: Ron Guerrier	
Official's Title: Acting Secretary	
Legal Signature: [REDACTED]	Date: 9/30/19
Legal Printed Name: Margaret van Dijk	
Legal's Title: General Counsel	
Fiscal Signature: [REDACTED]	Date: 9/30/19
Fiscal's Printed Name: Brian Turner	
Fiscal's Title: Acting Chief Financial Officer	

STATE USE ONLY**NOT PART OF CONTRACTUAL PROVISIONS**

Requisition# 20-448DOIT-ADMIN-R-48054 Project Title CHANGE ORDER JPMC Microsoft LAR Statewide Master

Contract 1st Extension CMS6945110

Contract # CMS6945110

Procurement Method (IFB, RFP, Small, etc): IFB

IPB Ref. #

IPB Publication Date:

Award Code:

Subcontractor Utilization? ☐ Yes ☐ NoSubcontractor Disclosure? ☐ Yes ☐ No

Funding Source

Obligation #

CPO 33 – General Counsel Approval:

Signature

Printed Name

Date

1. **CONTRACT DESCRIPTION:** The Illinois Department of Innovation and Technology and CDW Government, LLC are amending Contract # CMS6945110, which will allow the State the ability to procure products and services available under the Microsoft Select Plus, Enterprise and Premier Support Agreements. Additionally, the State requires value added services such as reporting, on-line tracking, etc.

2. **CHANGE ORDER:** Is this amendment a change order as defined in 30 ILCS 500/1-15.12 and 720 ILCS 5/33E?

☒ Yes ☐ No

3. **DESCRIPTION OF AMENDMENT** (Check all that apply, complete blanks and explain as necessary):

3.1. The completion date will be ☒ extended, ☐ shortened or ☐ remain the same.

3.1.1. Original completion date: September 30, 2019

3.1.2. Revised completion date: January 31, 2020

3.2. The method of determining compensation (e.g., hourly rate, fixed fee, etc.) will ☒ stay the same or ☐ change as follows: N/A

3.3. The cost will be ☒ increased, ☐ decreased or ☐ remain the same.

3.3.1. Original cost: \$ 60,000,000.00

3.3.2. Amount of change: \$5,000,000.00

3.3.3. Revised cost: \$65,000,000.00

3.4. The supplies or services to be provided will ☒ stay the same or ☐ be changed as follows: N/A

3.5. Subcontractors are being ☐ added, ☐ deleted, or ☒ remain the same?

• Subcontractor Name: N/A

☐ added ☐ deleted

Amount to be paid: N/A

Address: N/A

Description of work: N/A

3.5.1. All contracts with the subcontractors identified above must include the Standard Certifications and Financial Disclosures and Conflicts of Interest completed and signed by the subcontractor.

3.5.2. If the annual value of any of the subcontracts is more than \$50,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

- 3.5.3. If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Vendor is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Vendor must also provide a completed Forms B for the subcontractor.
- 3.5.4. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. Any subcontracts entered into prior to award of the Contract are done at the Vendor's and subcontractor's risk.
- 3.6 This Amendment is issued by the Department of Innovation and Technology in cooperation and agreement with the Chief Procurement Officer for General Services. Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this contract to all governmental units and qualified not-for-profit agencies.

The supplies or services in this contract shall be distributed or rendered directly to each governmental unit or qualified not-for-profit agency. Vendor shall bill each governmental unit or qualified not-for-profit agency separately for its actual share of the costs of the supplies or services purchased. The credit or liability of each governmental unit or qualified not-for-profit agency shall remain separate and distinct. Disputes between vendors and governmental units or qualified not-for-profit agencies shall be resolved between the affected parties. All terms and conditions in this Contract apply with full force and effect to all purchase orders.

"Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority which has the power to tax or any other public entity created by statute. "Qualified not-for-profit agency" means any not-for-profit agency that qualifies under Section 45-35 of the Illinois Procurement Code and that either (1) acts pursuant to a board established by or controlled by a unit of local government or (2) receives grant funds from the State or from a unit of local government. neral Services. "Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILCS 500/10-20(a)(4).

4. EFFECTIVE DATE OF AMENDMENT: Upon execution by the Department of Innovation and Technology.

STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name:

Business Name: CDW Government LLC

Taxpayer Identification Number:

Social Security Number:

or

Employer Identification Number: [REDACTED]

Legal Status (check one):

- | | |
|--|---|
| ☐ Individual | ☐ Governmental |
| ☐ Sole Proprietor | ☐ Nonresident alien |
| ☐ Partnership | ☐ Estate or trust |
| ☐ Legal Services Corporation | ☐ Pharmacy (Non-Corp.) |
| ☐ Tax-exempt | ☐ Pharmacy/Funeral Home/Cemetery (Corp.) |
| ☐ Corporation providing or billing
medical and/or health care services | ☒ Limited Liability Company
(select applicable tax classification) |
| ☐ Corporation NOT providing or billing
medical and/or health care services | ☒ C = corporation |
| | ☐ P = partnership |

Signature of Authorized Representative: [REDACTED]

Date: September 30, 2019

STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

BidBuy Reference #: B-10572 Procurement/Contract #: CMS6945110 (P-467)

This Forms B may be used when responding to an Invitation for Bid (IFB) or a Request for Proposal (RFP) if the vendor is registered in the Illinois Procurement Gateway (IPG) and has an active State of Illinois Vendor Registration Number. The IPG assigns a unique State of Illinois Vendor Registration Number and expiration date upon the Chief Procurement Office's acceptance of an IPG application.

If a vendor does not have an active State of Illinois Vendor Registration Number, then the vendor must complete and submit Forms A with their response. Failure to do so may render the submission non-responsive and result in disqualification.

Please read this entire section and provide the requested information as applicable. All parts in Forms B must be completed in full and submitted along with the vendor's response.

1. Certification of Illinois Procurement Gateway Registration

My business has an active State of Illinois Vendor Registration Number.

To ensure that you have an active registration in the IPG, search for your business name in the IPG Registered Vendor Directory. If your company does not appear in the search results, then you do not have an active IPG registration.

State of Illinois Vendor Registration Number: XXXXXXXXXX

IPG Expiration Date: June 20, 2020

2. Certification Timely to this Solicitation or Contract

Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e).

☒ Yes ☐ No

3. Disclosure of Lobbyist or Agent (Complete only if bid, offer, or contract has an annual value over \$50,000)

Is your company or parent entity(ies) represented by or do you or your parent entity(ies) employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or an agent who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below. ☐ Yes ☒ No

If yes, please identify each lobbyist and agent, including the name and address below. If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information. Additional rows may be inserted into the table or an attachment may be provided if needed.

STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES

Name	Address	Relationship to Disclosing Entity
N/A	N/A	N/A

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency contract: N/A

4. Disclosure of Current and Pending Contracts

Complete only if: (a) your business is for-profit and (b) the bid, offer, or contract has an annual value over \$50,000. Do not complete if you are a not-for-profit entity.

☒ Yes ☐ No. Do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

If "Yes", please specify below. Additional rows may be inserted into the table or an attachment in the same format may be provided if needed.

Agency	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
CMS	Netscout	Contract	\$400,000	22030894
CMS	BMC	Contract	\$3,500,000	CM55820160
CMS	Apple	Contract	\$1,000,000	CMT9910900
CMS	EMC Archive Storage	Contract	\$3,000,000	CIC4744080
CMS	Microsoft Large Account Reseller	Contract	\$140,000,000	22036892
CMS	Mobile Windows Tablet	Contract	\$1,200,000	CMS6887400
CMS	EMC SAN Storage	Contract	\$10,000,000	CIT9422100
CMS	Cisco Equipment, Software and Services	Contract	60,000,000	CM57891190
CMS	Citrix Master	Contract	\$5,000,000	CM57983740
CMS	Desktop Master	Contract	\$15,000,000	CM57011248
CMS	Tenable	Contract	\$1,000,000	Ref#22039957
CMS	Veritas	Contract	\$1,200,000	CIT949890
CMS	IBM Power Systems	Contract	\$3,000,000	22041386
CMS	Symantec	Pending	\$4,000,000	Pending

**STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES**

--	--	--	--	--

5. Signature

As of the date signed below, I certify that:

- My business' information and the certifications made in the Illinois Procurement Gateway are truthful and accurate.
- The certifications and disclosures made in this Forms B are truthful and accurate.

This Forms B is signed by an authorized officer or employee on behalf of the bidder, offeror, or vendor pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code, and the affirmation of the accuracy of the financial disclosures is made under penalty of perjury.

This disclosure information is submitted on behalf of:

Vendor Name: CDW Government LLC

Phone: 866.339.3642

Street Address: 230 N Milwaukee Ave

Email: michmus@cdwg.com

City, State, Zip: Vernon Hills, IL 60061

Vendor Contact: Michael Musser

Signature: _____

Date: 9/27/2019

Printed Name: Matthew Flood

Title: Proposals Supervisor

**STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: N/A

Business Name: CDW Government LLC

Taxpayer Identification Number:

Social Security Number: N/A

or

Employer Identification Number: [REDACTED]

Legal Status (check one):

- | | |
|--|---|
| ☐ Individual | ☐ Governmental |
| ☐ Sole Proprietor | ☐ Nonresident alien |
| ☐ Partnership | ☐ Estate or trust |
| ☐ Legal Services Corporation | ☐ Pharmacy (Non-Corp.) |
| ☐ Tax-exempt | ☐ Pharmacy/Funeral Home/Cemetery (Corp.) |
| ☐ Corporation providing or billing
medical and/or health care services | ☒ Limited Liability Company
(select applicable tax classification) |
| ☐ Corporation NOT providing or billing
medical and/or health care services | ☒ C = corporation |
| | ☐ P = partnership |

Signature of Authorized Representative: [REDACTED]

Matthew Flood, Proposals Supervisor

Date: September 27, 2019

F - G. Certifications & Board of Elections

CDW GOVERNMENT LLC

Vendor Registration

FORM NAME	F - G. Certifications & Board of Elections
DESCRIPTION	Complete section F - G, in order to submit the form.
DATE SUBMITTED	6/20/2019
STATUS	Accepted
BUSINESS NAME	CDW GOVERNMENT LLC
POINT OF CONTACT	<u>YOLANDA BLOMQUIST</u>
FLAG FORM	

F. Certifications

1. VENDOR CERTIFIES IT AND ITS EMPLOYEES WILL COMPLY WITH APPLICABLE PROVISIONS OF THE UNITED STATES CIVIL RIGHTS ACT, SECTION 504 OF THE FEDERAL REHABILITATION ACT, THE AMERICANS WITH DISABILITIES ACT, AND APPLICABLE RULES IN PERFORMANCE OF THIS CONTRACT. 10

Yes

2. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCs, BUT IS NOT OTHERWISE APPLICABLE. VENDOR CERTIFIES HE/SHE IS NOT IN DEFAULT ON AN EDUCATIONAL LOAN. 5 ILCS 385/3 10

Yes

3. VENDOR CERTIFIES THAT IT HAS REVIEWED AND WILL COMPLY WITH THE DEPARTMENT OF EMPLOYMENT SECURITY LAW (20 ILCS 1005/1005-47) AS APPLICABLE 10

Yes

4. VENDOR CERTIFIES IT HAS NEITHER BEEN CONVICTED OF BRIBING OR ATTEMPTING TO BRIBE AN OFFICER OR EMPLOYEE OF THE STATE OF ILLINOIS OR ANY OTHER STATE, NOR MADE AN ADMISSION OF GUILT OF SUCH CONDUCT THAT IS A MATTER OF RECORD. 30 ILCS 500/50-5 10

Yes

5. IF VENDOR HAS BEEN CONVICTED OF A FELONY, VENDOR CERTIFIES AT LEAST FIVE YEARS HAVE PASSED SINCE THE DATE OF COMPLETION OF THE SENTENCE FOR SUCH FELONY, UNLESS NO PERSON HELD RESPONSIBLE BY A PROSECUTOR'S OFFICE FOR THE FACTS UPON WHICH THE CONVICTION WAS BASED CONTINUES TO HAVE ANY INVOLVEMENT WITH THE BUSINESS. VENDOR FURTHER CERTIFIES THAT IT IS NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-10 10

Yes

6. IF VENDOR OR ANY OFFICER, DIRECTOR, PARTNER, OR OTHER MANAGERIAL AGENT OF VENDOR HAS BEEN CONVICTED OF A FELONY UNDER THE SARBANES OXLEY ACT OF 2002, OR A CLASS 3 OR CLASS 2 FELONY UNDER THE ILLINOIS SECURITIES LAW OF 1953, VENDOR CERTIFIES AT LEAST FIVE YEARS HAVE PASSED SINCE THE DATE OF THE CONVICTION. VENDOR FURTHER CERTIFIES THAT IT IS NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-10 5 10

Yes

7. VENDOR CERTIFIES THAT IT AND ITS AFFILIATES ARE NOT DELINQUENT IN THE PAYMENT OF ANY DEBT TO THE UNIVERSITY OR THE STATE (OR IF DELINQUENT, HAVE ENTERED INTO A DEFERRED PAYMENT PLAN TO PAY THE DEBT). 30 ILCS 500/50-11, 50-60

Yes

8. VENDOR CERTIFIES THAT IT AND ALL AFFILIATES SHALL COLLECT AND REMIT ILLINOIS USE TAX ON ALL SALES OF TANGIBLE PERSONAL PROPERTY INTO THE STATE OF ILLINOIS IN ACCORDANCE WITH PROVISIONS OF THE ILLINOIS USE TAX ACT. 30 ILCS 500/50-12

Yes

9. VENDOR CERTIFIES THAT IT HAS NOT BEEN FOUND BY A COURT OR THE POLLUTION CONTROL BOARD TO HAVE COMMITTED A WILLFUL OR KNOWING VIOLATION OF THE ENVIRONMENTAL PROTECTION ACT WITHIN THE LAST FIVE YEARS, AND IS THEREFORE NOT BARRED FROM BEING AWARDED A CONTRACT. 30 ILCS 500/50-14

Yes

10. VENDOR CERTIFIES IT HAS NEITHER PAID ANY MONEY OR VALUABLE THING TO INDUCE ANY PERSON TO REFRAIN FROM BIDDING ON A STATE CONTRACT, NOR ACCEPTED ANY MONEY OR OTHER VALUABLE THING, OR ACTED UPON THE PROMISE OF SAME, FOR NOT BIDDING ON A STATE CONTRACT. 30 ILCS 500/50-25

Yes

11. VENDOR CERTIFIES IT HAS READ, UNDERSTANDS AND IS NOT KNOWINGLY IN VIOLATION OF THE "REVOLVING DOOR" PROVISION OF THE ILLINOIS PROCUREMENT CODE. 30 ILCS 500/50-30

Yes

12. VENDOR CERTIFIES THAT IF IT HIRES A PERSON REQUIRED TO REGISTER UNDER THE LOBBYIST REGISTRATION ACT TO ASSIST IN OBTAINING ANY STATE CONTRACT, THAT NONE OF THE LOBBYIST'S COSTS, FEES, COMPENSATION, REIMBURSEMENTS OR OTHER REMUNERATION WILL BE BILLED TO THE STATE. 30 ILCS 500/50-38

Yes

13. VENDOR CERTIFIES THAT IT WILL NOT RETAIN A PERSON OR ENTITY TO ATTEMPT TO INFLUENCE THE OUTCOME OF A PROCUREMENT DECISION FOR COMPENSATION CONTINGENT IN WHOLE OR IN PART UPON THE DECISION OR PROCUREMENT. 30 ILCS 500/50-38

Yes

14. VENDOR CERTIFIES IT WILL REPORT TO THE ILLINOIS ATTORNEY GENERAL AND THE CHIEF PROCUREMENT OFFICER ANY SUSPECTED COLLUSION OR OTHER ANTI-COMPETITIVE PRACTICE AMONG ANY BIDDERS, OFFERORS, CONTRACTORS, PROPOSERS, OR EMPLOYEES OF THE STATE. 30 ILCS 500/50-40, 50-45, 50-50

Yes

15. VENDOR CERTIFIES THAT IF IT IS AWARDED A CONTRACT THROUGH THE USE OF THE PREFERENCE REQUIRED BY THE PROCUREMENT OF DOMESTIC PRODUCTS ACT, THEN IT SHALL PROVIDE PRODUCTS PURSUANT TO THE CONTRACT OR A SUBCONTRACT THAT ARE MANUFACTURED IN THE UNITED STATES. 30 ILCS 517

Yes

16. VENDOR CERTIFIES THAT IF AWARDED A CONTRACT FOR PUBLIC WORKS, STEEL PRODUCTS USED OR SUPPLIED IN THE PERFORMANCE OF THAT CONTRACT SHALL BE MANUFACTURED OR PRODUCED IN THE UNITED STATES, UNLESS THE EXECUTIVE HEAD OF THE PROCURING AGENCY/UNIVERSITY GRANTS AN EXCEPTION IN WRITING. 30 ILCS 565

Yes

17. IF VENDOR IS AWARDED A CONTRACT WORTH MORE THAN \$5,000 AND EMPLOYS 25 OR MORE EMPLOYEES, VENDOR CERTIFIES IT WILL PROVIDE A DRUG FREE WORKPLACE PURSUANT TO THE DRUG FREE WORKPLACE ACT. 30 ILCS 580

Yes

18. IF VENDOR IS AN INDIVIDUAL AND IS AWARDED A CONTRACT WORTH MORE THAN \$5,000, VENDOR CERTIFIES IT SHALL NOT ENGAGE IN THE UNLAWFUL MANUFACTURE, DISTRIBUTION, DISPENSATION, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE DURING THE PERFORMANCE OF THE CONTRACT PURSUANT TO THE DRUG FREE WORKPLACE ACT. 30 ILCS 580

N/A

19. VENDOR CERTIFIES THAT NEITHER VENDOR NOR ANY SUBSTANTIALLY OWNED AFFILIATE IS PARTICIPATING OR SHALL PARTICIPATE IN AN INTERNATIONAL BOYCOTT IN VIOLATION OF THE U.S. EXPORT ADMINISTRATION ACT OF 1979 OR THE APPLICABLE REGULATIONS OF THE UNITED STATES DEPARTMENT OF COMMERCE. 30 ILCS 582

Yes

20. VENDOR CERTIFIES THAT NO FOREIGN-MADE EQUIPMENT, MATERIALS, OR SUPPLIES FURNISHED TO THE AGENCY/UNIVERSITY UNDER ANY CONTRACT HAVE BEEN OR WILL BE PRODUCED IN WHOLE OR IN PART BY FORCED LABOR OR INDENTURED LABOR UNDER PENAL SANCTION. 30 ILCS 583

Yes

21. VENDOR CERTIFIES THAT NO FOREIGN-MADE EQUIPMENT, MATERIALS, OR SUPPLIES FURNISHED TO THE AGENCY/UNIVERSITY UNDER ANY CONTRACT HAVE BEEN PRODUCED IN WHOLE OR IN PART BY THE LABOR OR ANY CHILD UNDER THE AGE OF 12. 30 ILCS 584

Yes

22. VENDOR CERTIFIES THAT IF AWARDED A CONTRACT INCLUDING INFORMATION TECHNOLOGY, ELECTRONIC INFORMATION, SOFTWARE, SYSTEMS AND EQUIPMENT, DEVELOPED OR PROVIDED UNDER ANY CONTRACT, IT WILL COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE ILLINOIS INFORMATION TECHNOLOGY ACCESSIBILITY ACT STANDARDS. 30 ILCS 587

Yes

23. VENDOR CERTIFIES THAT IF IT OWNS RESIDENTIAL BUILDINGS, THAT ANY VIOLATION OF THE LEAD POISONING PREVENTION ACT HAS BEEN MITIGATED. 410 ILCS 45

Yes

24. VENDOR CERTIFIES IT HAS NOT BEEN CONVICTED OF THE OFFENSE OF BID RIGGING OR BID ROTATING OR ANY SIMILAR OFFENSE OF ANY STATE OR OF THE UNITED STATES. 720 ILCS 5/33 E-3, E-4, E-11

Yes

25. VENDOR CERTIFIES IT COMPLIES WITH THE ILLINOIS DEPARTMENT OF HUMAN RIGHTS ACT AND RULES APPLICABLE TO PUBLIC CONTRACTS, WHICH INCLUDE PROVIDING EQUAL EMPLOYMENT OPPORTUNITY, REFRAINING FROM UNLAWFUL DISCRIMINATION, AND HAVING WRITTEN SEXUAL HARASSMENT POLICIES. 775 ILCS 5/2-105

Yes

26. VENDOR CERTIFIES IT DOES NOT PAY DUES TO OR REIMBURSE OR SUBSIDIZE PAYMENTS BY ITS EMPLOYEES FOR ANY DUES OR FEES TO ANY "DISCRIMINATORY CLUB." 775 ILCS 25/2

Yes

27. VENDOR WARRANTS AND CERTIFIES THAT IT AND, TO THE BEST OF ITS KNOWLEDGE, ITS SUBCONTRACTORS HAVE AND WILL COMPLY WITH EXECUTIVE ORDER NO. 1 (2007). THE ORDER GENERALLY PROHIBITS VENDORS AND SUBCONTRACTORS FROM HIRING THE THEN-SERVING GOVERNOR'S FAMILY MEMBERS TO LOBBY PROCUREMENT ACTIVITIES OF THE STATE, OR ANY OTHER GOVERNMENT IN ILLINOIS INCLUDING LOCAL GOVERNMENTS IF THAT PROCUREMENT MAY RESULT IN A CONTRACT VALUED AT OVER \$25,000. THIS PROHIBITION ALSO APPLIES TO HIRING FOR THAT SAME PURPOSE ANY FORMER STATE EMPLOYEE WHOSE PROCUREMENT AUTHORITY AT ANY TIME DURING THE ONE-YEAR PERIOD PRECEDING THE PROCUREMENT LOBBYING ACTIVITY.

Yes

28. VENDOR CERTIFIES THAT IT HAS READ, UNDERSTANDS AND IS IN COMPLIANCE WITH THE REGISTRATION REQUIREMENTS OF THE ILLINOIS ELECTIONS CODE (10 ILCS 5/9-35) AND THE RESTRICTIONS ON MAKING POLITICAL CONTRIBUTIONS AND RELATED REQUIREMENTS OF THE ILLINOIS PROCUREMENT CODE. 30 ILCS 500/20-160 AND 50-37 VENDOR WILL NOT MAKE A POLITICAL CONTRIBUTION THAT WILL VIOLATE THESE REQUIREMENTS.

Yes

29. THIS APPLIES TO INDIVIDUALS, SOLE PROPRIETORSHIPS, GENERAL PARTNERSHIPS, AND SINGLE MEMBER LLCs, BUT IS NOT OTHERWISE APPLICABLE. VENDOR CERTIFIES THAT HE/SHE HAS NOT RECEIVED AN EARLY RETIREMENT INCENTIVE PRIOR TO 1993 UNDER SECTION 14-108.3 OR 16-133.3 OF THE ILLINOIS PENSION CODE OR AN EARLY RETIREMENT INCENTIVE ON OR AFTER 2002 UNDER SECTION 14-108.3 OR 16-133.3 OF THE ILLINOIS PENSION CODE. (30 ILCS 105/15A; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133)

Yes

G. Board of Elections (BOE)

1. IS YOUR BUSINESS REGISTERED WITH THE BOARD OF ELECTIONS (BOE)?

Yes, I certify my business is registered with BOE.

10081

Additional Information

STAFF ATTACHED FILE(S)

H. Iran Disclosure

CDW GOVERNMENT LLC

Vendor Registration

FORM NAME	H. Iran Disclosure
DESCRIPTION	Complete section H, in order to submit this form.
DATE SUBMITTED	6/20/2019
STATUS	Accepted
BUSINESS NAME	CDW GOVERNMENT LLC
POINT OF CONTACT	<u>YOLANDA BLOMQUIST</u>
FLAG FORM	

H. Iran Disclosure

1. DO YOU OR ANY OF YOUR CORPORATE PARENTS OR SUBSIDIARIES HAVE ANY BUSINESS OPERATIONS THAT MUST BE DISCLOSED?

No business operations to disclose

Additional Information

STAFF ATTACHED FILE(S)

I. Financial Disclosure & Conflicts of Interest

CDW GOVERNMENT LLC

Vendor Registration

FORM NAME	I. Financial Disclosure & Conflicts of Interest
DESCRIPTION	Complete the Financial Disclosure & Conflicts of Interest form
DATE SUBMITTED	6/20/2019
STATUS	Accepted
BUSINESS NAME	CDW GOVERNMENT LLC
POINT OF CONTACT	<u>YOLANDA BLOMQUIST</u>
FLAG FORM	

I. Financial Disclosures & Conflicts of Interest

A. IDENTIFY THE APPLICABLE ENTITY TYPE.

Other Privately Held Entity (i.e. LLC, partnership, privately held corporation with 100 or fewer shareholders, or other entity type not clearly identified in another option)

B. IS THERE A PARENT ENTITY THAT OWNS 100% OF THE BUSINESS?

Yes

Document	Status
Parent Form	Attached by YOLANDA BLOMQUIST on 6/14/2019
<u>10K 2018 (PDF)</u>	
<u>10K 2019 (PDF, 1.13 MB)</u>	
<u>IDHR Registration Confirmation Letter (PDF, 55.24 KB)</u>	
<u>Parent Form CDW LLC (PDF, 126.86 KB)</u>	
<u>Parent Form CDW Corporation (PDF, 113.91 KB)</u>	

C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST

Limited Liability Company Membership Agreement (Series LLC, Low-Profit Limited Liability Partnership)

1. IS THERE ANY INDIVIDUAL OR ENTITY WHO MEETS ANY OF THE FOLLOWING THRESHOLDS: (A) OWNS MORE THAN 5% OF THE BUSINESS, (B) HOLDS OWNERSHIP SHARE OF THE BUSINESS VALUED IN EXCESS OF \$106,447.20, (C) IS ENTITLED TO MORE THAN 5% OF THE BUSINESS' DISTRIBUTIVE INCOME, OR (D) IS ENTITLED TO MORE THAN \$106,447.20 OF THE BUSINESS' DISTRIBUTIVE INCOME?

Yes, the information is not publicly available (If any individuals are listed, answer Yes or No to questions 5-8 and 11-20)

Document	Status
List of Individuals or entities meeting one or more of the listed thresholds.	Attached by YOLANDA BLOMQUIST on 6/14/2019
<u>IPG Percentage of Ownership and Distributive Income Form (DOCX)</u>	
<u>Percentage of Ownership (DOCX)</u>	

2. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT HOLD AN OWNERSHIP INTEREST IN THE BUSINESS OF GREATER THAN 5% OR VALUED GREATER THAN \$106,447.20 HAVE BEEN DISCLOSED IN QUESTION 1.

Yes

3. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT WERE ENTITLED TO RECEIVE DISTRIBUTIVE INCOME IN AN AMOUNT GREATER THAN \$106,447.20 OR GREATER THAN 5% OF THE TOTAL DISTRIBUTIVE INCOME OF THE BUSINESS HAVE BEEN DISCLOSED IN QUESTION 1.

Yes

4. DISCLOSURE OF BOARD OF DIRECTORS FOR NOT-FOR-PROFIT ENTITIES.

Not applicable - For-Profit Entity

5. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM A PERSON WHO HOLDS AN ELECTIVE OFFICE IN THE STATE OF ILLINOIS OR HOLDS A SEAT IN THE GENERAL ASSEMBLY, OR ARE THEY THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

No

6. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM APPOINTED TO OR EMPLOYED IN ANY OFFICES OR AGENCIES OF STATE GOVERNMENT AND RECEIVE COMPENSATION FOR SUCH EMPLOYMENT IN EXCESS OF 60% (\$106,447.20) OF THE SALARY OF THE GOVERNOR, OR ARE ANY OF THEM THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

No

7. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM AN OFFICER OR EMPLOYEE OF THE CAPITAL DEVELOPMENT BOARD OR THE ILLINOIS TOLL HIGHWAY AUTHORITY, OR ARE ANY OF THEM THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

No

8. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM APPOINTED AS A MEMBER OF A BOARD, COMMISSION, AUTHORITY, OR TASK FORCE AUTHORIZED OR CREATED BY STATE LAW OR BY EXECUTIVE ORDER OF THE GOVERNOR, OR ARE THEY THE SPOUSE OR AN IMMEDIATE FAMILY MEMBER WHO CURRENTLY RESIDES OR RESIDED WITH SUCH PERSON WITHIN THE LAST 12 MONTHS?

No

9. IF ANY QUESTION IN 5-8 ABOVE IS ANSWERED YES, PLEASE ANSWER THE FOLLOWING: DO ANY OF THE INDIVIDUALS IDENTIFIED, THEIR SPOUSE, OR MINOR CHILD RECEIVE FROM THE ENTITY MORE THAN 7.5% OF THE ENTITY'S TOTAL DISTRIBUTABLE INCOME OR AN AMOUNT OF DISTRIBUTABLE INCOME IN EXCESS OF THE SALARY OF THE GOVERNOR (\$177,412.00)?

No

10. IF ANY QUESTION IN 5-8 ABOVE IS ANSWERED YES, PLEASE ANSWER THE FOLLOWING: IS THERE A COMBINED INTEREST OF ANY INDIVIDUAL IDENTIFIED ALONG WITH THEIR SPOUSE OR MINOR CHILD OF MORE THAN 15% IN THE AGGREGATE OF THE ENTITY'S DISTRIBUTABLE INCOME OR AN AMOUNT OF DISTRIBUTABLE INCOME IN EXCESS OF TWO TIMES THE SALARY OF THE GOVERNOR (\$354,824.00)?

No

11. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE, OR IN THE PREVIOUS 3 YEARS HAD STATE EMPLOYMENT, INCLUDING CONTRACTUAL EMPLOYMENT OF SERVICES? THIS DOES NOT INCLUDE CONTRACTS TO PROVIDE GOODS OR SERVICES TO THE STATE AS A VENDOR.

No

12. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, HAVE THEIR SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER, HAD STATE EMPLOYMENT, INCLUDING CONTRACTUAL EMPLOYMENT FOR SERVICES, IN THE PREVIOUS 2 YEARS? THIS DOES NOT INCLUDE CONTRACTS TO PROVIDE GOODS OR SERVICES TO THE STATE AS A VENDOR.

No

13. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HOLD OR HAVE HELD IN THE PREVIOUS 3 YEARS ELECTIVE OFFICE OF THE STATE OF ILLINOIS, THE GOVERNMENT OF THE UNITED STATES, OR ANY UNIT OF LOCAL GOVERNMENT AUTHORIZED BY THE CONSTITUTION OF THE STATE OF ILLINOIS OR THE STATUTES OF THE STATE OF ILLINOIS?

No

14. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HAVE A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) HOLDING ELECTIVE OFFICE CURRENTLY OR IN THE PREVIOUS 2 YEARS?

No

15. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HOLD OR HAVE HELD IN THE PREVIOUS 3 YEARS ANY APPOINTIVE GOVERNMENT OFFICE OF THE STATE OF ILLINOIS, THE UNITED STATES OF AMERICA, OR ANY UNIT OF LOCAL GOVERNMENT AUTHORIZED BY THE CONSTITUTION OF THE STATE OF ILLINOIS OR THE STATUTES OF THE STATE OF ILLINOIS, WHICH OFFICE ENTITLES THE HOLDER TO COMPENSATION IN EXCESS OF EXPENSES INCURRED IN THE DISCHARGE OF THAT?

No

16. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HAVE A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) HOLDING APPOINTIVE OFFICE CURRENTLY OR IN THE PREVIOUS 2 YEARS?

No

17. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 3 YEARS HAD EMPLOYMENT AS OR BY ANY REGISTERED LOBBYIST OF THE STATE GOVERNMENT?

No

18. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 2 YEARS HAD A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) THAT IS OR WAS A REGISTERED LOBBYIST?

No

19. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 3 YEARS HAD COMPENSATED EMPLOYMENT BY ANY REGISTERED ELECTION OR RE-ELECTION COMMITTEE REGISTERED WITH THE SECRETARY OF STATE OR ANY COUNTY CLERK IN THE STATE OF ILLINOIS, OR ANY POLITICAL ACTION COMMITTEE REGISTERED WITH EITHER THE SECRETARY OF STATE OR THE FEDERAL BOARD OF ELECTIONS?

No

20. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 2 YEARS HAD A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) WHO IS OR WAS A COMPENSATED EMPLOYEE OF ANY REGISTERED ELECTION OR REELECTION COMMITTEE REGISTERED WITH THE SECRETARY OF STATE OR ANY COUNTY CLERK IN THE STATE OF ILLINOIS, OR ANY POLITICAL ACTION COMMITTEE REGISTERED WITH EITHER THE SECRETARY OF STATE OR THE FEDERAL BOARD OF ELECTIONS?

No

21. HAS THERE BEEN ANY DEBARMENT FROM CONTRACTING WITH ANY GOVERNMENTAL ENTITY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

22. HAS THERE BEEN ANY PROFESSIONAL LICENSURE DISCIPLINE WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

23. HAS THERE BEEN ANY BANKRUPTCY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

24. HAVE THERE BEEN ANY ADVERSE CIVIL JUDGMENTS AND/OR ADMINISTRATIVE FINDINGS WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

25. HAVE THERE BEEN ANY CRIMINAL FELONY CONVICTIONS WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

Additional Information

STAFF ATTACHED FILE(S)



CONSENT AGENDA ITEM NO. 7.H

FOR COUNCIL: November 25, 2019

SPONSOR: Information Services Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on an Intergovernmental Agreement with the Bloomington Election Commission to provide Information Technology related services and support, as requested by the Information Services Department.

RECOMMENDED MOTION: The proposed Agreement be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: In late 2018, the Bloomington Election Commission (BEC) became aware that the persons who had long supported information technology, including their election processes, were planning to retire and would no longer be able to provide support. The BEC reached out to City administration and talks began related to the City providing information technology services and support.

The attached agreement is the result of negotiations between City Legal and Information Technology staff and the BEC and its commission. At a high level, the BEC will be moved into the City enterprise network and the following services will be provided:

- Enterprise network connectivity
 - Network management and server/storage
 - Wireless connectivity
- Internet connectivity
- Security
 - Firewall, Internet content filtering, malware scanning
 - Enterprise backup and recovery
- Email
- Telephone service
- Helpdesk and repair services
- Hardware/Software specification and purchasing assistance
- Election process assistance
 - IT related support
 - Election reporting support

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: City staff worked with BEC staff to develop the list of provided services.

FINANCIAL IMPACT: The BEC will pay \$6,500 annually for the agreed upon services. It is the intent of both parties that the City not supplement the BEC's expenses for IT related services. As such, the parties may amend the annual payment by written amendment signed by both parties to reflect true costs. The BEC will pay for this out of the BEC-Other Purchased Services account (20700700-70690). The funds will be receipted into the Information Services-Computer Service Charges account (10011610-54410). Stakeholders can locate the BEC Budget in the FY 2020 Budget Book titled "Other Funds & Capital Improvement" on page 12. The Information Services Budget can be found in the FY 2020 Budget Book titled "Budget Overview & General Fund" on page 155.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by: Scott Sprouls, Information Services Director

Reviewed by:



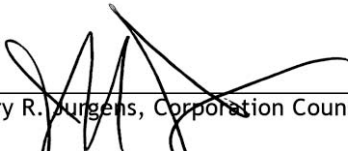
Scott Sprouls, Director of Information Services

11/18/2019



Chris Tomertin, Budget Manager

11/18/2019



Jeffery R. Jurgens, Corporation Counsel

11/19/2019



Tara Henry, Legislative Assistant

11/20/2019

Recommended by:



Tim Gleason, City Manager

Attachments:

- IS 1B City-BEC Intergovernmental Agreement_Redacted

**INTERGOVERNMENTAL AGREEMENT BETWEEN
CITY OF BLOOMINGTON AND THE CITY OF BLOOMINGTON BOARD OF
ELECTION COMMISSIONERS FOR THE PROVISION OF
INFORMATION TECHNOLOGY SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement"), made and entered into on this ____ day of _____ 2019 (the "Effective Date"), by and between the CITY OF BLOOMINGTON, an Illinois home rule municipal corporation (the "City") and the CITY OF BLOOMINGTON BOARD OF ELECTION COMMISSIONERS, a separate agency of government created by statute (the "Commission"), both of the County of McLean, State of Illinois, is hereby agreed to pursuant to and in accordance with the authority contained herein.

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois (1970), at Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance;

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., further provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government;

WHEREAS, the City and the Commission (sometimes collectively referred to herein as the "Parties") are public agencies of the State of Illinois;

WHEREAS, the Parties seek to work and contract together for various services in an effort to promote efficiency and to reduce the expenditure of taxpayer funds.

NOW, THEREFORE, in consideration of the matters set forth above, the agreements, covenants, representations, and undertakings made and contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Commission hereby agree, and covenant as follows.

1. AUTHORITY. The Parties agree that their respective governing authorities have authorized the execution of this Agreement and the terms contained herein.

2. SCOPE OF AGREEMENT. The Parties agree that the information technology services shall be provided by the City to the Commission as outlined on the attached Exhibit A, attached hereto and incorporated herein as part of the Agreement.

3. TERM. This Agreement shall remain in force and effect until May 1, 2021, from the Effective Date, subject to the terms of paragraph 11 regarding Termination. Upon the expiration of this original term, the Agreement shall be automatically renewed for succeeding terms of four (4) years. The current and any future terms of this Agreement remain subject to paragraph 11 of this Agreement regarding early Termination.

4. EMPLOYMENT-RELATED LIABILITIES. Each of the Parties shall be solely responsible for any and all liability, employee benefits, wage and disability payments, pension and workers' compensation claims, damages to or destruction of equipment arising out of or in connection with the terms of this Agreement and shall hold the other Party harmless from any such claim(s).

5. INDEMNIFICATION.

5.1. The Commission shall defend, indemnify, and hold harmless the City, and its officers, agents, and employees, from any and all liability, claims, losses, costs, damage and/or expenses, injury and/or death to person(s) or injury to property, including reasonable attorneys' fees, arising out of or resulting from the action, negligence, malfeasance, and/or misfeasance of the Commission or its officers, agents, or employees in its performance or non-performance of this Agreement.

5.2. The City shall defend, indemnify, and hold harmless the Commission, and its officers, agents, and employees, from any and all liability, claims, losses, costs, damage or expenses, injury and/or death to person(s) or injury to property, including reasonable attorneys' fees, arising out of or resulting from the action, negligence, malfeasance, and/or misfeasance of the City or its officers, agents, or employees in its performance or non-performance of this Agreement.

5.3. Each Party agrees to promptly notify the other Party of any threatened or pending claims and agree to raise as defenses all civil immunities provided by law.

6. DISPUTE RESOLUTION. The Parties agree to work in a cooperative manner to resolve any disagreements or issues as they may arise throughout the term of this Agreement. To that end, if a dispute cannot be resolved by the administrator for the Commission and the relevant administrative staff of the City, then the Commission Chairperson and the Mayor (or designated representative) shall meet in an attempt to resolve the dispute. If the Parties still cannot resolve the dispute, they agree that any cause of action shall be brought in the Circuit Court of McLean County, Illinois, and that the laws of the State of Illinois shall apply.

7. NOTICES. All notices or communications provided for herein shall be in writing and shall be delivered to City or Commission either in person or by United States mail, via certified mail, return receipt requested, postage prepaid, addressed as follows:

City:

City of Bloomington
Attn: City Manager
109 E. Olive Street
Bloomington, Illinois 61702

Commission:

Bloomington Election Commission
Attn: Executive Director
115 E. Washington Street, Room 403
Bloomington, Illinois 61702

8. ASSIGNMENTS. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. However, this Agreement shall not be assigned by either Party without prior written consent of the other Party.

9. SEVERABILITY. If any provisions of this Agreement are held to contravene or be invalid under the laws of Illinois, such contravention or invalidity will not invalidate the entire Agreement, but will be construed as if not containing the invalid provision and the rights or obligations of the Parties will be construed and enforced accordingly.

10. JOINT DRAFTING. The Parties acknowledge they are both represented by legal counsel, who participated in the drafting and review of this Agreement. Accordingly, this Agreement shall be deemed to have been drafted jointly by the Parties hereto, and no inference or interpretation against any Party shall be made solely by virtue of such Party allegedly having been the drafter of this Agreement.

11. TERMINATION. Either the City or the Commission may terminate this Agreement or a particular Exhibit to this Agreement (by providing the other Party ninety (90) business days advance written notice.

12. AMENDMENTS. This Agreement sets forth the complete understanding between the City and Commission, and any amendments hereto must be in writing to be effective.

13. FREEDOM OF INFORMATION. The Parties understand this Agreement are subject to the provisions of the Illinois Freedom of Information Act (5 ILCS 140, *et seq.*).

WITNESSETH WHEREOF, the City of Bloomington and the Bloomington Election Commission, have caused this Agreement to be signed (whether in duplicate originals or electronically), by their respective authorized representatives and attested by their respective clerks and their seals affixed hereto, all as of the Effective Date of this Agreement.

City of Bloomington

City of Bloomington Board of Election
Commissioners

Tari Renner, Mayor

Denise M. Williams, Chairman

ROBERT FELTON

ATTEST:

ATTEST:

Leslie Yocum, ~~Interim~~ City Clerk

Tim Mitchell, Secretary

EXHIBIT A
INFORMATION TECHNOLOGY SERVICES FOR COMMISSION

Scope of Services

The City shall provide the following information technology services to the Commission:

- Account Management
 - Network Administrator Management
 - IT Purchasing Recommendations and Installation, including software upgrades and licensing changes (e.g., VisualGA and QuickBooks)
 - Status Reporting
 - IT Director Support
 - Network Administrator Support
 - Desktop Technician Support
 - 24/7 Emergency Service
 - Email Services and Internet Connectivity with Virus Scanning
 - Office Telephone Service: The Commission may choose to move their telephone service to the City-provided Voice over IP phone system. If so, the Commission will be responsible for initial purchase of the telephone devices and a monthly flat rate for each line of service. The City shall maintain the devices and programming needed for office functionality, voicemail and 911 dialing services.
 - Election Process Services: The City shall also provide support services needed for election cycles. Including technical assistance needed for setup, maintenance and closeout of the election process as it relates to the information technology infrastructure used in the voting process.
- Network Infrastructure and Server Maintenance
 - Manage Firewalls, Access Points, and Routers
 - Operator Systems
 - Firmware
 - Patch Management
 - Manage Servers
 - Operating Systems
 - Firmware
 - Patch Management
 - Network File Storage Space with Enterprise Backup
 - Networking Hardware Support
- Monitoring and Notifications
 - Server and Network Infrastructure
- Helpdesk Services
 - Desktop Infrastructure/Hardware Support
 - Workgroup and Personal Printer Support
 - Desktop Productivity Application Support
 - User Administration
 - Adding, changing, deleting accounts as directed by Commission Supervisor

- Security and authentication issues
 - Remote access
- Mobile Devices (paid for with Commission funds)
- Inventory Management and Assessment of Needs
- Hardware and Software Purchases
 - Assistance with developing specifications for new hardware.
 - Develop hardware specifications in coordination with Commission staff
 - Source hardware based on agreed upon specifications
 - Costs for these purchases will be passed through to Commission
 - Operating system software, productivity software and department-specific software
 - Provide standard operating system (Windows 7, 10, etc.) and productivity suite software (Microsoft Office) licensing within the scope of the agreement
 - Consult where necessary with Commission staff regarding specific, point solution, software applications
 - Confirm such software solutions are compatible with the City's computing environment
 - Provide recommendations as necessary to ensure any new software applications are compatible with City computing environment
 - Costs for specific, point solution software applications will be the responsibility of Commission.

Additional Resources

At the request of the Commission, the City may contract for additional resources outside of the scope of this Agreement. The City will manage these tasks and supervise the additional resources as needed and the City shall bill the Commission separately for such contracted resources. The Parties agree to adhere to any bidding requirements or other legal obligations in obtaining these services, including, but not limited to, the Prevailing Wage Act (820 ILCS 130).

Compensation

The Commission will pay to the City the amount of Six Thousand Five-Hundred and 00/100 Dollars (\$6,500.00) annually for the information technology services provided above. Said amount shall constitute full and complete compensation for the above services, but does not include the provision of any hardware or software. The Parties may agree for monthly installment payments of the annual amount of compensation. In addition, it is the intent of the parties that the City not supplement the Commission's expenses for its IT needs and accordingly the parties may amend the annual payment by written amendment signed by both parties to reflect the costs.

Insurance

The Parties agree to purchase cyber-liability insurance and list each other as an additional insured.

Confidentiality

The City agrees that it and its employees assigned to the Commission will not disclose any information learned during the performance of this Agreement relating to the business of the Commission that is confidential, including, without limitation, all employee information, General Assistance applicants or recipients, or any such data which is generally known to be confidential.



CONSENT AGENDA ITEM NO. 7.I

FOR COUNCIL: November 25, 2019

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a three-year Intergovernmental Agreement with the Ecology Action Center for a Solid Waste Program, in the amount of \$58,356 for the first year, with a three percent increase in years two and three, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Intergovernmental Agreement be approved.

STRATEGIC PLAN LINK:

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

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5a. Well-planned City with necessary services and infrastructure
- Objective 1d. City services delivered in the most cost-effective, efficient manner

BACKGROUND: Public Works is recommending approval of a three-year Intergovernmental Agreement with the Ecology Action Center (EAC) for a Solid Waste Program, in the amount of \$58,356 for the first year, with a three percent increase in years two and three. The EAC has been a vital partner with the City, Town and County in providing public education services, research, and high-level planning on an array of issues, including solid waste management.

The EAC leads the process for required long-term solid waste plans. The organization worked on the 20-year Integrated Solid Waste Management Plan on behalf of the City of Bloomington, Town of Normal, and McLean County for continued compliance with the Illinois Solid Waste Planning and Recycling Act. The plan, adopted by Council, focuses on existing deficiencies in our community, such as multi-family housing, commercial recycling, food waste/organics reduction, and composting.

The EAC, located in Normal, has filled gaps in service - organizing, for example, periodic collection of household hazardous waste. Its website, ecologyactioncenter.org, serves as a clearinghouse of information for the full breadth of recycling information. Its work stands out for quality and reliability. Among its services, the EAC keeps abreast of regulations and files mandatory reports to the Illinois Environmental Protection Agency on behalf of the City, Town, and County. In contracting with the agency, the three governments avoid a massive duplication of services.

The annual contract cost of the Program will be split by the City, Town, and County, proportionally using the figures of 45% to represent the City population, 31% to represent the Town population, and 24% to represent the County population. For program year 2020, these amounts are \$58,356 for the City, \$40,201 for the Town, and \$31,123 for the County. The

total cost of the contract for all three entities over the course of three years will not exceed \$401,000, which includes a three (3) percent increase per year in March 2021 and March 2022.

Efficiency: The EAC provides an efficiency of scale and avoids some duplication of services by the three local governments: City, Town, and County.

Accountability: The ability to work cooperatively has been exceptional and the EAC operates with an air of transparency. The Solid Waste Management Technical Committee consists of the Bloomington City Manager, the Normal City Manager, the Executive Director of the Mclean County Regional Planning Commission, and the Director of the Mclean County Department of Building and Zoning.

Agency history: The EAC was founded in 1971 as Operation Recycle during the emerging modern U.S. environmental movement. It started as an all-volunteer group. It evolved into a professional, full-time agency while using both paid and volunteer workers to address a range of issues and to partner with communities and their governments. The name EAC was officially adopted in 2004.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, a budget transfer will be processed to move \$6,724 from Solid Waste-Full-Time Salaries account (54404400-61100) to the Solid Waste-Education account (54404400-70666) where \$51,632 is budgeted and the City's portion of \$58,356 will be paid. Stakeholders can locate this in the FY 2020 Budget Book titled "Other Funds & Capital Improvement" on page 146. The FY 2021 & FY 2022 City amounts will be included in the appropriate year's budgets.

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

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

Respectfully submitted for Council consideration.

Prepared by: Ben Ryburn, Operations Manager

Reviewed by:



Jim Karch, Director of Public Works

11/12/2019



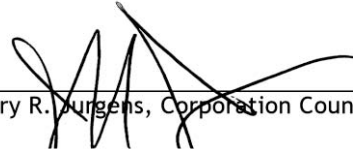
Carla Murillo, Procurement Manager

11/12/2019



Chris Tomerlin, Budget Manager

11/12/2019



Jeffery R. Jurgens, Corporation Counsel

11/19/2019



Tara Henry, Legislative Assistant

11/20/2019

Recommended by:



Tim Gleason, City Manager

Attachments:

- PW 2B Agreement_EAC Solid Waste Agreement
- PW 2C Letter_EAC Solid Waste Agreement

SOLID WASTE PROGRAM AGREEMENT

This agreement is entered into as of this 1st day of January, 2020, by and between the City of Bloomington, Town of Normal, and County of McLean (hereinafter referred to as the "City", "Town", and "County") and the Ecology Action Center (hereinafter referred to as the "Center").

A. Purpose of This Agreement:

The purpose of this agreement is to establish a framework for the continuing administration and implementation of the McLean County Solid Waste Program, hereafter referred to as the "Program", to include solid waste and waste reduction education programs for the City, Town, and County and assist the City, Town, and County in meeting the requirements of the Illinois Solid Waste Management Planning and Recycling Act, which requires Illinois counties to administer a solid waste management plan to reduce waste and divert an increasing percentage of the waste generated per the *2017 Twenty-Year Materials Recovery and Resource Management Plan for McLean County, Bloomington, and Normal, Illinois*.

B. Period of Agreement:

The period of this agreement is three (3) years, commencing January 1, 2020 and ending December 31, 2022. This agreement shall be automatically renewed on a calendar year basis unless any party otherwise indicates. Any party may terminate their portion of this agreement for any reason with a minimum of sixty (60) days written notice to the other parties.

C. Services:

1. City, Town, and County

The City, Town, and County shall:

- a. provide program guidance and oversight through a staff-level advisory committee created by the Center; and
- b. provide funding for the project in accordance with item "D" of this agreement.

2. Center

The Center shall:

- a. provide a Solid Waste Coordinator for the community; and
- b. act as the community solid waste agency coordinating implementation of the McLean County Solid Waste Plan; and

- c. provide the solid waste and waste reduction services to the City, Town, and County as outlined in Appendix A; and
- d. complete the following reporting requirements: 1) quarterly progress reports including leading performance indicators to Bloomington, Normal, and the McLean County Board Land Use Committee; 2) annual reports to the Illinois Environmental Protection Agency when required;¹ and 3) five year updates to the McLean County Integrated Solid Waste Management Plan as required.

D. Project Costs:

- 1. The annual contract cost of the Program will be split by the City, Town, and County proportionally using the figures of 45% to represent the City population, 31% to represent the Town population, and 24% to represent the County population. For program year 2020, these amounts are \$58,356 for the City, \$40,201 for the Town, and \$31,123 for the County. See Appendix "B" for estimates of annual program costs anticipated for following years. The total cost of the contract will not exceed \$401,000, which includes a three (3) percent increase per year in March 2021 and March 2022.
 - 2. The Center shall invoice the City, Town, and County annually per the amounts set forth above by the fifteenth day of the month of March. The City, Town, and County shall make these payments by the first (1st) week of April pending receipt of said invoice.
 - 3. It is understood by all parties that payment in support of this agreement is contingent upon availability of Program revenue and/or funds provided through the City, Town, and County.
- E. The Center shall save and hold the City, Town, and County, (including its officials, agents and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of action, claims and judgments, resulting from claimed injury, damage, loss or loss of use for any person, including natural persons and any other legal entity or property of any kind (including, but not limited to, choices in action) arising out of or in any way connected with the performance under this agreement, for any costs, expenses, judgments, and attorney's fee paid or incurred or paid for on behalf of the City, Town, and/or County, and/or its agents and employees, by insurance provided by the aforementioned government bodies.
- F. This agreement may be modified by mutual consent of the parties hereto and agreed to in writing and does not preclude separate agreements between the Center and individual units of government for additional services.

¹ Due to state cutbacks, IEPA is currently not accepting annual recycling rate and MSW generation reports for compilation but it is anticipated that requirement will resume in the near future.

City of Bloomington

Date

Town of Normal

Date

County of McLean

Date

Ecology Action Center

Date

APPENDIX A

Services Provided

The Center shall:

a. perform the following administrative and technical responsibilities as Community Solid Waste Coordinator:

- apply for relevant grants for McLean County, such as solid waste planning grants and/or household hazardous waste collection grants;
- organize and promote Household Hazardous Waste Collection events as funding is available;
- annually determine McLean County's recycling rate as prescribed by the Illinois Environmental Protection Agency ("IEPA") and provide this information to the City, Town, and County, public and the IEPA;
- coordinate McLean County Solid Waste Plan updates including submission to the IEPA;
- maintain familiarity with existing and pending solid waste regulations;
- coordinate implementation of McLean County Solid Waste Plan;
- review pollution control facility site applications as needed.²

b. provide the following solid waste management and program coordination services:

- promote reuse locally through "free groups" on social media and through coordination of the McLean County Freecycle group, a free electronic exchange community to reduce waste;
- assist schools and businesses in adopting recycling programs;
- coordinate sustainability events to encourage recycling within the context of other environmentally positive practices;
- offer the McLean County Recycling and Waste Reduction Awards Program, including soliciting entries and evaluate applications, award certificates and recognize winners at meetings and through the media;

c. provide the following solid waste/waste reduction education and outreach services:

- provide a community waste and recycling information center/hotline;
- offer comprehensive online listings of local waste recycling and disposal options to include traditional municipal recycling, nontraditional recycling, and household hazardous wastes;

² If a pollution control facility permit review requires more than 15 hours of EAC staff time, reimbursement (including FICA/UI) in excess of 15 hours shall be provided by the appropriate governing body (City, Town, or County) from the siting review fee upon completion of the permit review process. Per 415 ILCS 5/39.2(k) "A county board or governing body of a municipality may charge applicants for siting review under this Section a reasonable fee to cover the reasonable and necessary costs incurred by such county or municipality in the siting review process."

- promote recycling, composting, waste reduction, reuse, and proper household hazardous waste disposal through multiple media channels—social media, electronic, and stories in traditional media;
- conduct hands-on recycling and waste reduction programs in Bloomington, Normal, and County elementary schools;
- design and produce materials to encourage new recyclers;
- promote recycling and sustainable practices through seasonal campaigns such as America Recycles Day;
- write and distribute publicity as necessary;
- offer a recycling education and promotion program for middle and high school students on request;
- offer summer library reading programs for Bloomington, Normal, and County Public Libraries;
- provide speakers to community groups including civic groups, religious groups, and social groups;
- provide resources to encourage public event recycling where feasible at Bloomington and Normal events;
- offer recycling and waste reduction information at public events and festivals;
- provide newsletters to McLean County residents by download on the EAC website;
- provide online newsletters to email subscribers on a regular basis;
- act as a resource for local educators;
- develop public information materials;
- create opportunities for public interest stories in local news media through press releases;
- participate in regional and state solid waste initiatives when appropriate;
- provide adult educational workshops on topics such as composting
- update recycling and hazardous waste information for the www.Earth911.com national website and local websites;
- promote source reduction of Household Hazardous Wastes.

d. provide for the administration of the program to include:

- the submission of quarterly progress reports to the City, Town, and County on the activities conducted in compliance with this agreement;
- the combining of relevant programs as appropriate to avoid duplication and reduce costs and time;
- the submission of required reports and updates to the Illinois Environmental Protection Agency (IEPA);
- the invoices for services performed in accordance with item "D" of this agreement and;
- the reporting of program activities to local government entities as requested.

e. evaluate effectiveness through key performance measures to include:

Leading Indicators

- Goal: Visit 75% of eligible classrooms in McLean County, Bloomington, and Normal for elementary school recycling and waste reduction education programs. Reaching this target means directly engaging with approximately 1,500 students.
- Goal: Visit 60% of public libraries within McLean County, Bloomington and Normal and provide a summer reading program on recycling and waste reduction topics. Reaching this target means directly engaging with approximately 300 library patrons.
- Goal: Provide recycling and waste reduction presentations for 30 local groups or approximately 750 individuals including civic groups, scouts, preschools, non-target school groups, university classes. In practice the EAC provides these programs for nearly 100% of those requesting the services.
- Goal: Promote recycling and sustainable practices to direct audiences utilizing social media channels including Facebook, Twitter, LinkedIn, and YouTube with a target of 100,000 interactions annually.
- Goal: Provide and promote comprehensive online resources on recycling and waste disposal for Bloomington, Normal, and McLean County with a target of 50,000 visits to these pages annually.

Lagging Indicator

As the main goals of the McLean County Solid Waste Program are to increase recycling while increasing source reduction, the annual measurement and reporting of these rates by the EAC can act as lagging indicators of the success of outreach efforts. However, the value of this performance indicator is also limited by other factors impacting recycling and waste generation rates, such as accessibility of recycling programs and macroeconomic forces. While quantifying source reduction of municipal solid waste is problematic, tracking recycling rates is much more reliable.

Per the 2017 *Twenty-Year Materials Recovery and Resource Management Plan for McLean County, Bloomington, and Normal, Illinois*, the county-wide recycling rate goal is currently set at 50%, which will also serve as the EAC's target for purposes of this indicator. The 2018 calculated recycling rate was 46.4%.

APPENDIX B
Anticipated program costs by the City, Town, and County

Calendar Year	Estimated Annual Total Program Costs *	City (45%)	Town (31%)	County (24%)
2020	\$129,680	\$58,356	\$40,201	\$31,123
2021	\$133,571	\$60,107	\$41,407	\$32,057
2022	\$137,578	\$61,910	\$42,649	\$33,019

** This estimate includes the maximum COLA increase of 3 percent in 2021 and 2022 allowed in Section "D", subsection "I". In practice, this increase is normally less.*

APPENDIX C

Demonstration of Need

Statutory Requirements

The Illinois Solid Waste Planning and Recycling Act of 1991 requires solid waste planning by all Illinois counties with specific emphasis on cooperative agreements between local units of government. Specific requirements of this act include:

- creation and adoption of a county solid waste management plan to include a recycling program;
- designation of a recycling/solid waste coordinator to administer the program;
- establishment of a target within the plan for increasing community-wide recycling rates;
- public education and notification programs to increase recycling;
- provisions for compliance, including incentives;
- review and updating of the solid waste plan every five years.

Benefit

There are significant global and local benefits from recycling, waste reduction, and proper household hazardous waste disposal. Recycling of materials and waste reduction conserve natural resources, reduce energy costs associated with extraction, transportation, and processing of virgin materials, and reduce air and water pollution emissions from avoided energy consumption. Source reduction and proper disposal of household hazardous wastes are substantial factors in protecting local groundwater and surface water supplies in addition to contributing to increased child safety at home by reducing accidental exposure risks.

While recycled commodity markets as of October 2019 are at an exceptionally significant low, the long-term fiscal benefits from recycling are also well established. With no active landfills anymore in McLean County, waste materials now must be transported further away for landfilling. With some periodic exceptions, recycling is a cost-effective alternative that also translates into local economic development. According to the US EPA, every 1,000 tons of materials recycled results in 1.57 jobs, \$76,000 in wages, and \$14,101 in tax revenues.³

Cost Efficiency

The Ecology Action Center provides public outreach, education, and technical services at a very cost-effective rate. The program staff are not only trained environmental science professionals with a combined 50+ years of nontraditional education and program coordination experience, but are extremely passionate and dedicated to their work.

³ <https://www.epa.gov/recycle/recycling-basics>

Due to the EAC's 501(c)(3) nonprofit organization designation which allows for tax deductions to donors, program cost savings can be realized through discounted or donated goods and services which are not possible in the commercial sector. The EAC's offices are not only leased at a favorable rate from the Town of Normal, but are extremely energy efficient and inexpensive to heat and cool with its grant-funded geothermal retrofit and significant weatherization. These factors combined result in a low overhead cost for EAC's operations.

The roughly \$130,000 annual contract costs include the following:

- EAC staff time (including interns) comparable to approximately 1.25 FTE including FICA/UI;
- approximately 500 volunteer hours of labor annually worth \$12,715;⁴
- authorized travel reimbursement at IRS rates;
- program supplies, printing, postage;
- leveraging of additional services of public benefit through partnerships with other nonprofit and for-profit partners;
- advertising and promotions via traditional media and cost-effective social media;
- subscription fees to "RecycleCoach", a recycling and waste information smartphone and browser app that provides comprehensive information in a user friendly format 24 hours a day for local residents;
- administrative overhead.

⁴ The estimated value of volunteer time for 2019 is \$25.43 per hour.
http://www.independentsector.org/volunteer_time

APPENDIX D

Ecology Action Center Highlights 1971-present

1971: One day recycling drive collecting newspapers, cans, and glass bottles leads to formation of "Operation Recycle," predecessor to the Ecology Action Center.

1971-1982: Recycling drives staffed by volunteers held every 4-7 weeks at three locations in Bloomington and Normal; 200-300 tons collected annually. Operation Recycle donates over \$10,000 in profits from sales of recyclables for environmental improvements in McLean County.

1983: Operation Recycling partners with Mid-Central Community Action to establish a full time recycling center to increase recycling volumes and to train and employ lower income individuals.

1985: Operation Recycle calls for creation of a municipal solid waste committee with members appointed by Bloomington-Normal mayors.

1991: McLean County Board adopts McLean County Integrated Solid Waste Management Plan (ISWMP) in accordance with Illinois Solid Waste Planning and Recycling Act.

1990s: Bloomington and Normal take over residential recycling services.

2001: McLean County Regional Planning Commission sub-contracts Operation Recycle to provide solid waste education services as part of McLean County Solid Waste Program.

2004: Operation Recycle officially changes its name to the Ecology Action Center (EAC). McLean County, Bloomington, and Normal contract the EAC to coordinate administration and implementation of the McLean County Solid Waste Program, including recycling and waste reduction education programs for Bloomington, Normal, and McLean County to meet the requirements of the Illinois Solid Waste Management Planning and Recycling Act.

2011: In partnership with Illinois Wesleyan University, EAC creates the "MEGA Recycling Event," which accepts non-traditional recyclables—electronics, textiles, clothing, plastic garden pots, household batteries and CFLs—and also encourages recycling of these materials at various locations in McLean County year-around.

2011-2012: EAC spearheads fundraising campaign to hold first-ever locally funded Household Hazardous Waste Collection Event in McLean County, raising over \$143,000 and \$32,000 in-kind contributions. Over 160,000 pounds of hazardous materials were collected from approximately 3,000 households.

2012: EAC holds first major central Illinois zero-waste event by implementing waste-reduction strategies at its annual Illinois Sustainable Living and Wellness Expo. Less than

one bag of trash was generated for 4,300 event participants. For the first time the EAC annual calculation of community-wide waste and recycling rates demonstrates a significant drop in total waste generated (including recyclables) while also showing a positive increase in overall recycling rates to 36.5%. The combination of simultaneous source reduction and increased recycling is the ideal position.

2015: EAC holds first locally funded Household Hazardous Waste Collection under new agreement with the City of Bloomington, Town of Normal, and McLean County which provides the bulk of the funding for biennial HHW collection events for local residents.

2016: EAC launches process to create a new, more assertive 20-year solid waste management plan.

2017: Launch of "Recycle Coach" smartphone and browser based, recycling and waste information app. Recycle Coach is a user-friendly means to provide comprehensive recycling and waste information for Bloomington, Normal, and McLean County residents including helpful reminders of recycling collection days and geographic specific listings relative to a user's home address. McLean County is the first community in Illinois to adopt this new and popular technology and other communities are looking to follow our example after seeing the quick success of the app.

February 2018: The *Twenty-Year Materials Recovery and Resource Management Plan for McLean County, Bloomington, and Normal, Illinois* received final local approval. Implementation of the new plan started immediately.

September 2018: McLean County Landfill reaches capacity and begins closure process.

Fall 2018: EAC launches on-going campaign to reduce contamination in local recycling programs, adopting new state-wide universal simplified messaging designed to err on the side of caution and only include items that are dependably recyclable.

August 2019: County-wide recycling and waste generation rates for 2018 released by the Ecology Action Center. A new all-time high of 46.4% waste recycled was reached, making this the third year in a row for the recycling rate to increase and also demonstrating good progress towards the new county recycling goal of 50%.



October 23, 2019

Jim Karch
City of Bloomington Public Works
109 E Olive Street
Bloomington, IL 61702-3157

Dear Jim Karch:

RE: McLean County Solid Waste Program Agreement Renewal Request

The current agreement for solid waste program coordination, education, and outreach services between the Ecology Action Center, McLean County, the City of Bloomington, and the Town of Normal will expire on December 31, 2019. Working closely with staff at each of the three local governments, the Ecology Action Center proposes a three-year renewal of this program agreement per the attached document.

This proposed program renewal is building upon nearly five decades of quality services provided to our local community by the EAC in recycling education, outreach, planning, and program coordination. The agreement delegating solid waste agency responsibilities to the Ecology Action Center was first approved in 2004; immediately prior to that the EAC was a subcontractor for the program providing recycling and waste reduction education and outreach under the McLean County Regional Planning Commission. But even earlier than that, under the original organization name of Operation Recycle, the EAC was providing direct recycling services for Bloomington-Normal and McLean County starting in 1971 until the municipalities took over recycling services in the 1990s.

There are no significant changes in proposed services per the program renewal agreement. However, this marks the first time the renewal request includes an increase in funding. Due to greater need for our services, the proposed budget includes a 20% increase. Per the 2017 *Twenty-Year Materials Recovery and Resource Conservation Plan for McLean County, Bloomington, and Normal, Illinois*, six new waste management priorities were established to help transition our community to a new stage in waste and recycling. In addition to catching up to current technologies, perceptions, behaviors, and needs for our community in the 21st century, the new plan sought to address the then-anticipated closure of the McLean County Landfill, an issue that the EAC has closely monitored for the past 15 years. The transition to becoming a county without a landfill through these six new waste management priorities began shortly after the final local approval of the plan and included the actual landfill closure at the end of September 2018.

Most of these six new priorities focus on either "low-hanging fruit" in addressing waste streams that have the most potential for improvement or filling gaps in local waste management services. However, the sixth priority in the 2017 plan indicated that additional financial resources

would be necessary to expand the EAC's waste and recycling efforts without doing away with any existing services under the waste program agreement as those were seen as instrumental in reaching the existing level of success.

EAC staff has already taken on multiple new initiatives to implement the new solid waste plan while also maintaining all existing waste and recycling programming; this has placed a strain on program staff and resulted in delays in delivery of some services and reports.

An additional factor is the overwhelming success of the Recycle Coach smartphone and browser recycling information app launched in 2017. While the original service contract with Recycle Coach for their product was intended as an experiment to see how well the app would be utilized, the results have quickly exceeded expectations with 27,726 users currently and 137,522 user interactions with the app since launch.



Given the high popularity and effectiveness of the Recycle Coach app, the requested budget increase of approximately 20% allows for both renewal of the Recycle Coach service and allow increased staff time for implementation of the new priorities within the 2017 solid waste plan.



Total Resident Interactions	137,522
Reminders Sent	13,081
Notifications (News) Sent	0
Problem Reports Received	5
Content Page Views	74,955
PDF Calendar Views	12,333
Export Calendar Views	36,819
Completed Quiz	329

Current global, national, and even regional conditions make this a difficult time for recycling. Recent trends in commodity market prices are making recycling more expensive and seemingly less cost effective. Consumer confidence in community recycling programs is faltering in some places due to reports of recyclables being landfilled instead of recycled. All of these factors make this a critical time to continue effective education and outreach in order to stabilize recycling. While we've spent years *increasing participation and volumes* of materials in our local recycling programs, that is no longer enough—we need to teach our residents and businesses how to become *better recyclers*. EAC's current strategies put a strong emphasis on improving the quality, not quantity, of recycling in order to reduce contamination rates, improve consumer confidence, and help strengthen recycling systems.

Sincerely,



Michael Brown
Community Solid Waste Coordinator
& Executive Director
(309) 454-3169 x. 11



CONSENT AGENDA ITEM NO. 7.J

FOR COUNCIL: November 25, 2019

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve an Agreement with Farnsworth Group, Inc. for the design of a water main replacement project, in an amount not to exceed \$58,621.25, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Agreement be approved.

STRATEGIC PLAN LINK:

-Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

-Objective 2b. Quality water for the long term

BACKGROUND: Public Works is recommending the approval of an agreement with Farnsworth for the design of a water main replacement project on Sunset Road, in the amount not to exceed \$58,621.25. When preparing to resurface Sunset Road, staff determined that the Sunset Road water main needed to be replaced first. This determination is a result of the Department's five-year capital planning process, which includes coordinated prioritization of sewer, storm, street resurfacing, and water main projects.

As the replacement was not initially anticipated, staff did not include the Sunset Road water main replacement in the FY 2020 capital budget. However, the construction funds budgeted in FY 2020 for the water main replacement project on Oak Street and Stewart Street will be used for the design of the Sunset Road water main. Construction of the water main replacement project on Oak Street and Stewart will still be completed in FY 2020, but it will be performed by staff.

The water main replacement will also upgrade the distribution infrastructure and improve system reliability, fire protection, water quality, and pressure.

Through Resolution 2019-34, the City Council approved a list of prequalified vendors for Architectural and Engineering Services. Resolution 2019-34 established eight (8) categories of services and identified qualified vendors to provide services in each category. City staff reviewed the nine (9) firms under the utility category, which is the key design service of the project as described above, and determined Farnsworth to be the most qualified firm to do the work. Based on Farnsworth's selection under RFQ 2019-34 and their experience in utility work, Farnsworth was asked to submit a proposal for scope and fees associated with the Sunset Road water main replacement.

Farnsworth's proposed Scope of Services and Professional Services Contract fees are not to exceed \$58,621.25. For this specific project, as outlined above, Farnsworth was deemed to

be the most qualified and best fit for the work out of the pre-qualified engineering firms.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The Oak Street/Stewart Street water main replacement project will be performed by the City of Bloomington's Water Distribution Crews. FY2020 funds budgeted for this project will be reallocated to the Sunset Road water main replacement project. Funds for the construction of the Oak and Stewart Street project were budgeted in the Water Transition/Distribution Construction and Improvement account (50100120-72540). If approved, funds will be transferred from this account to the Water Transition/Distribution Architecture and Engineering account (50100120-70051). Stakeholders can locate information on these accounts in the FY2020 Budget Book titled "Other Funds & Capital Improvement" on pages 116 and 117.

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

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

Respectfully submitted for Council consideration.

Prepared by: Joe Darter, Property Manager

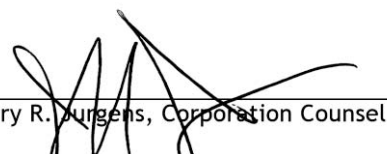
Reviewed by:


Jim Karch, Director of Public Works

11/7/2019


F. Scott Rathbun, Finance Director

11/15/2019


Jeffery R. Durgens, Corporation Counsel

11/19/2019


Tara Henry, Legislative Assistant

11/20/2019

Recommended by:


Tim Gleason, City Manager

Attachments:

- PW 1B Agreement Sunset Road Water Main Replacement 11252019
- PW 1C Map Sunset Road Water Main Replacement 11252019



AGREEMENT FOR PROFESSIONAL SERVICES COST PLUS FIXED FEE

This Agreement is effective this _____ day of _____ in the year 2019, between Farnsworth Group, Inc., hereinafter referred to as FARNSWORTH GROUP, of 2709 McGraw Drive, Bloomington, IL 61704, and the of City of Bloomington, hereinafter referred to as CLIENT, of 109 East Olive, Bloomington, IL 61701.

By signing this Agreement, CLIENT retains FARNSWORTH GROUP to provide professional services in connection with "Sunset Road Water Main Replacement" hereinafter referred to as PROJECT.

The scope of construction for this project is generally described as the following:

1. Replacement of approximately 3,000 feet of four-inch water main on Sunset Road with a new eight-inch diameter water main.
2. Replacement of existing associated valves, fittings, fire hydrants, and other appurtenances.
3. Additional fire hydrants as required to meet City standards for spacing.
4. Connection of existing service lines to new curb stops.
5. Tie-in connections to branch mains as necessary.
6. In-place abandonment of the old mains and appurtenances.
7. Associated pavement removal, excavation, backfilling, compaction, surface restoration, pavement patching, and testing in accordance with City Standards.

By this Agreement:

A. The scope of FARNSWORTH GROUP's services on the PROJECT is as follows:

1. Review CLIENT's existing data, maps, plans and other information pertaining to the PROJECT. CLIENT shall provide such information upon approval of this agreement.
2. Conduct topographic survey of the PROJECT location. Determine locations of surface utility features from field observations of existing surface features.
3. Complete an engineering JULIE utility location request for existing utility location information. FARNSWORTH GROUP shall incorporate utility information from CLIENT, JULIE provided utility maps, and field surface observations for incorporation into the project plans.
4. Develop utility coordination, engineering plans, specifications, and construction cost opinions for the project. Engineering plans shall be at a 1-inch to 20-feet scale and include both a plan and profile of the proposed improvements.
5. Develop a sequence of construction to achieve construction, disinfection, testing, and service tap-overs with minimal interruption of service to customers.
6. Prepare permit documents for the following entities:

- a. Illinois Environmental Protection Agency (IEPA) for Construction Permit.
 7. Prepare bidding and construction documents for CLIENT's use in bid letting.
 8. Assist CLIENT with questions from prospective bidder's during the CLIENT's bid letting.
 9. Conduct three (3) CLIENT coordination meetings. The first meeting is planned to be an initial project coordination meeting to define and clarify CLIENT's requirements, obtain available data and information, and discuss alternatives and evaluation with City staff. The second meeting is planned to review 75% construction documents with City staff. The third meeting is available at the direction of the CLIENT.
- B. PROJECT deliverables and estimated schedule for FARNSWORTH GROUP's services on the PROJECT is as follows:
1. Progress submittal (75%) of preliminary design plans, bidding documents, and cost opinion to be submitted to CLIENT in Adobe PDF format within 90 days of agreement.
 2. Final submittal of professionally sealed design plans, bidding documents, and cost opinion to be submitted to CLIENT in Adobe PDF format within 30 days of receipt of 75% Review comments from CLIENT.
 3. Permit documents to be submitted to CLIENT in Microsoft Word and Adobe PDF format along with final submittal of plans and bidding documents.
- C. CLIENT agrees to compensate FARNSWORTH GROUP for providing the above scope of services and expenses as follows:
1. Method of Compensation: Cost Plus Fixed Fee

Total Compensation = DL+IHDC+(OH)(DL)+FF+ODC+SBO

Where: FF = Fixed Fee calculated based on 15.0%[DL+R(DL)+OH(DL)+IHDC]

Where: DL = Direct Labor
 IHDC = In-House Direct Costs
 OH = FARNSWORTH GROUP's Actual Overhead Factor
 R = Complexity Factor
 ODC = Outside Direct Costs
 SBO = Services by Others
 2. An amount equal to Direct Labor Costs plus overhead for the services of FARNSWORTH GROUP's personnel engaged directly on the PROJECT of \$48,916.00, plus Reimbursable Expenses of \$2,059.00, plus FARNSWORTH GROUP's Sub-Consultant's charges, if any, of \$0, plus a Fixed Fee of \$7,646.25. The total compensation for services shall be a Maximum Not-to-Exceed amount of \$58,621.25 based on the Cost Estimate and Man-Hour Breakdown attached as Appendix 1.
 3. FARNSWORTH GROUP's Reimbursable Expenses Schedule is attached as Appendix 2.

4. FARNSWORTH GROUP may alter the distribution of compensation between the individual tasks of the work noted to be consistent with services actually rendered, but shall not exceed the total compensation amount unless approved by the CLIENT.
5. The total compensation for FARNSWORTH GROUP's services incorporates all labor, overhead, fixed fees, reimbursable expenses, and FARNSWORTH GROUP's Consultant's charges.
6. The portion of the amounts billed for FARNSWORTH GROUP's services will be based on the applicable Direct Labor Costs for the cumulative hours charged to the PROJECT during the billing period by FARNSWORTH GROUP's employees plus overhead, Reimbursable Expenses, FARNSWORTH GROUP's Consultant's charges, and the proportionate portion of the Fixed Fee.
7. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits.
8. Overhead includes the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto; the cost of general and administrative overhead which includes salaries and wages of employees engaged in business operations not directly chargeable to projects, plus non-Project operating costs, including but not limited to, business taxes, legal, rent, utilities, office supplies, insurance, and other operating costs. Overhead shall be computed as a percentage of Direct Labor Costs. Fixed Fee is the lump sum amount paid to FARNSWORTH GROUP by the CLIENT as a margin or profit and will only be adjusted by an amendment to this agreement.
9. Direct Labor Costs and Overhead applied to Direct Labor Costs along with the Maximum Not-to-Exceed Fee will be adjusted annually (as of April 2nd) to reflect equitable changes in the compensation payable to FARNSWORTH GROUP.
10. Compensation for Reimbursable Expenses
 - a. CLIENT shall pay FARNSWORTH GROUP for all Reimbursable Expenses at rates set forth in Appendix 2.
 - b. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges, reproduction of reports, drawings, specifications, bidding documents, and similar PROJECT-related items in addition to those required in Paragraph A for the scope of services above. In addition, if authorized in advance by the CLIENT, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 - c. The amounts payable to FARNSWORTH GROUP for Reimbursable Expenses will be the PROJECT-related internal expenses actually

incurred or allocated by FARNSWORTH GROUP, plus all invoiced external Reimbursable Expenses allocable to the PROJECT, the latter multiplied by a factor of 1.10.

- d. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1st) to reflect equitable changes in the compensation payable to FARNSWORTH GROUP.

11. Other Provisions Concerning Payment

- a. Whenever FARNSWORTH GROUP is entitled to compensation for the charges of FARNSWORTH GROUP's Sub-Consultants, those charges shall be the amounts billed by Sub-Consultants to FARNSWORTH GROUP times a factor of 1.10.
- b. Factors: The external Reimbursable Expenses and FARNSWORTH GROUP's Sub-Consultant's factors include FARNSWORTH GROUP's overhead and profit associated with FARNSWORTH GROUP's responsibility for the administration of such services and costs.
- c. Compensation Amounts:
 - i. FARNSWORTH GROUP's fee amounts that will become payable for specified services are only estimates for planning purposes for establishment of the not-to-exceed maximum fee amount under the Agreement.
 - ii. When compensation amounts have been stated herein and it subsequently becomes apparent to FARNSWORTH GROUP that the total compensation amount thus estimated will be exceeded, FARNSWORTH GROUP shall give the CLIENT notice thereof, allowing the CLIENT to consider its options, including suspension or termination of FARNSWORTH GROUP's services for CLIENT's convenience. Upon notice, the CLIENT and FARNSWORTH GROUP promptly shall review the matter of services remaining to be performed and compensation for such services. The CLIENT shall either exercise its right to suspend or terminate FARNSWORTH GROUP's services for the CLIENT's convenience, agree to such compensation exceeding said maximum fee amount, or agree to a reduction in the remaining services to be rendered by FARNSWORTH GROUP, so that total compensation for such services will not exceed said maximum fee amount when such services are completed. If the CLIENT decides not to suspend FARNSWORTH GROUP's services during negotiations and FARNSWORTH GROUP exceeds the maximum fee amount before the CLIENT and FARNSWORTH GROUP have agreed to an increase in the compensation due FARNSWORTH GROUP or a reduction in the remaining services, then FARNSWORTH GROUP shall be paid for all services rendered hereunder.

- d. To the extent necessary to verify FARNSWORTH GROUP's charges and upon the CLIENT's timely request, FARNSWORTH GROUP shall make copies of such records available to the CLIENT at cost.

The attached General Conditions are incorporated into and made a part of this Agreement.

CLIENT and FARNSWORTH GROUP hereby agree to and accept the terms and conditions stated above, including those stated in the attached General Conditions.

Farnsworth Group, Inc.

[Redacted Signature]

Signature

Robert Kohlhase

Typed Name

Principal

Title

9/17/2019

Date

[Redacted Signature]

Witness Signature (if required)

Kevin Hannel

Typed Name

Engineering Manager

Title

9/17/2019

Date

Shawn Maurer

Principal Contact Typed Name

[Redacted Contact Information]

Contact Information (e-mail, phone, etc.)

City of Bloomington

CLIENT

Signature

Typed Name

Title

Date

Witness Signature (if required)

Typed Name

Title

Date

Principal Contact Typed Name

Contact Information (e-mail, phone, etc.)

PAYROLL ESCALATION TABLE
ANNIVERSARY RAISES
COST PLUS FIXED FEE

FIRM NAME PRIME/SUPPLEMENT	Farnsworth Group, Inc.		DATE	09/24/19
	Prime		PTB NO.	NA
CONTRACT TERM START DATE RAISE DATE	12	MONTHS	OVERHEAD RATE	163.97%
	9/1/2019		COMPLEXITY FACTOR	
	ANNIVERSARY		% OF RAISE	3.50%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

6

CALCULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

1.75%

The total escalation for this project would be: 1.75%

PAYROLL RATES

FIRM NAME	<u>Farnsworth Group, Inc.</u>	DATE	<u>09/24/19</u>
PRIME/SUPPLEMENT	<u>Prime</u>		
PTB NO.	<u>NA</u>		

ESCALATION FACTOR **1.75%**

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Principal/Vice President	\$95.22	\$96.89
Senior Engineering Manager/Senior Land Surveying Manager	\$62.72	\$63.82
Senior Technical Manager	\$54.47	\$55.42
Engineering Manager/Land Surveying Manager	\$56.20	\$57.18
Technical Manager	\$54.01	\$54.96
Design Manager/Government Affairs Manager	\$50.22	\$51.10
Senior Project Engineer/Senior Project Land Surveyor	\$47.47	\$48.30
Senior Project Designer/Systems Integration Manager	\$51.97	\$52.88
Project Engineer/Project Land Surveyor	\$41.29	\$42.01
Project Designer/Project Technician	\$41.12	\$41.84
Senior Engineer/Senior Land Surveyor	\$37.24	\$37.89
Senior Designer	\$36.09	\$36.72
Engineer/Land Surveyor	\$37.74	\$38.40
Designer/Computer Specialist/Lead Technician	\$32.65	\$33.22
Engineering Intern II	\$32.33	\$32.90
Chief Technician	\$29.06	\$29.57
Engineering Intern I	\$27.04	\$27.51
Administrative Support	\$27.53	\$28.01
Senior Technician	\$24.63	\$25.06
Technician II	\$22.31	\$22.70
Technician I	\$16.70	\$16.99
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00

Subconsultants

FIRM NAME Farnsworth Group, Inc.
PRIME/SUPPLEMENT Prime
PSB NO. _____

DATE 09/24/19

NAME	Direct Labor Total	Contribution to Prime Consultant
------	--------------------	----------------------------------

Total 0.00

COST PLUS FIXED FEE

FIRM

Farnsworth Group, Inc.

PTB

NA

PRIME/SUPPLEMENT

Prime

DATE _____

OVERHEAD RATE

1.6397

COMPLEXITY FACTOR

10

[illegible]

FIRM

PTB

NA

NA

1

5

TOTALS

COMPANY NAME: Farnsworth Group, Inc.
PTB NUMBER: Sunset Road
TODAY'S DATE: 9/17/2019

ITEM	ALLOWABLE	UTILIZE W.O. ONLY	QUANTITY J.S. ONLY	CONTRACT RATE	TOTAL
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00	\$0 00
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			\$0.00	\$0 00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost			\$0.00	\$0 00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00	\$0 00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00	\$0 00
Vehicle Owned or Leased	\$32 50/half day (4 hours or less) or \$65/full day	X	9	\$65.00	\$585 00
Vehicle Rental	Actual cost (Up to \$55/day)			\$0.00	\$0 00
Tolls	Actual cost			\$0.00	\$0 00
Parking	Actual cost			\$0.00	\$0 00
Overtime	Premium portion (Submit supporting documentation)			\$0.00	\$0 00
Shift Differential	Actual cost (Based on firm's policy)			\$0.00	\$0 00
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			\$0.00	\$0 00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			\$0.00	\$0 00
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)	X	500	\$1.00	\$500 00
Project Specific Insurance	Actual cost			\$0.00	\$0 00
Monuments (Permanent)	Actual cost			\$0.00	\$0 00
Photo Processing	Actual cost			\$0.00	\$0 00
2-Way Radio (Survey or Phase III Only)	Actual cost			\$0.00	\$0 00
Telephone Usage (Traffic System Monitoring Only)	Actual cost			\$0.00	\$0 00
CADD	Actual cost (Max \$15/hour)			\$15.00	\$0 00
Web Site	Actual cost (Submit supporting documentation)			\$0.00	\$0 00
Advertisements	Actual cost (Submit supporting documentation)			\$0.00	\$0 00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			\$0.00	\$0 00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			\$0.00	\$0 00
Recording Fees	Actual cost			\$0.00	\$0 00
Transcriptions (specific to project)	Actual cost			\$0.00	\$0 00
Courthouse Fees	Actual cost			\$0.00	\$0 00
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0 00
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0 00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0 00
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0 00
Testing of Soil Samples*	Actual cost			\$0.00	\$0 00
Lab Services*	Actual cost (Provide breakdown of each cost)			\$0.00	\$0 00
Equipment and/or Specialized Equipment Rental*	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0 00
Robotic Total Station	\$22/hr/Unit	X	36	\$22.00	\$792 00
GPS Equipment	\$22/hr/Unit	X	6	\$22.00	\$132 00
Misc. Expenses	Lump Sum	X	50	\$1.00	\$50 00
				\$0.00	\$0 00
				\$0.00	\$0 00
				\$0.00	\$0 00
				\$0.00	\$0 00
				\$0.00	\$0 00
				\$0.00	\$0 00
				\$0.00	\$0 00
TOTAL DIRECT COST					\$2,059.00

*If other allowable costs are needed and not listed, please add in the above spaces provided.

LEGEND

W.O. = Work Order

J.S. = Job Specific



GENERAL CONDITIONS
As modified for City of Bloomington Contracts per July 27, 2015
Communication with City Corporate Counsel Jeff Jurgens

Date: September 2019

Client: City of Bloomington

Project: Sunset Road WM Replacement

order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or

Reference Conditions: Farnsworth Group, Inc. will hereinafter be referred to as FARNSWORTH GROUP, the above referenced Client will be referred to as CLIENT, and the above referenced Project will hereinafter be referred to either as PROJECT or by abbreviation as above set forth. FARNSWORTH GROUP is defined as including Farnsworth Group, Inc. and its subsidiaries, affiliates, contractors, subcontractors and agents, including their respective officers, directors, employees, successors and assigns.

Entire Agreement: This Agreement is the entire Agreement between CLIENT and FARNSWORTH GROUP. It supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of the Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both CLIENT and FARNSWORTH GROUP.

Modification to the Agreement: CLIENT or FARNSWORTH GROUP may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of FARNSWORTH GROUP's compensation, to which CLIENT and FARNSWORTH GROUP mutually agree shall be incorporated in this Agreement by a written amendment to the Agreement.

Severability: If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

Waiver: No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

Survival: Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

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

Compliance with Law: In the performance of services to be provided hereunder, FARNSWORTH GROUP and CLIENT agree to comply with applicable federal, state, and local laws and ordinances and lawful order, rules, and regulations of any constituted authority.

Force Majeure: Obligations of either party under this Agreement shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, or

hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

Standard of Care: Services performed by FARNSWORTH GROUP under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

Statutes of Repose and Limitation: All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date FARNSWORTH GROUP's services are completed or terminated.

Assignment: Neither party to this Agreement shall transfer or assign any rights under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party.

Precedence: These General Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding FARNSWORTH GROUP's services.

Dispute Resolution: In an effort to resolve any conflicts that arise during the performance of professional services for PROJECT or following completion of PROJECT, CLIENT and FARNSWORTH GROUP agree that all disputes between them arising out of or relating to the Agreement or PROJECT shall first be negotiated between senior officers of CLIENT and FARNSWORTH GROUP for up to 30 days before being submitted to mediation. In the event negotiation and mediation are not successful, either CLIENT or FARNSWORTH GROUP may seek a resolution in any state or federal court that has the required jurisdiction within 180 days of the conclusion of mediation.

Timeliness of Performance: FARNSWORTH GROUP will begin work under this Agreement upon receipt of a fully executed copy of this Agreement. CLIENT and FARNSWORTH GROUP are aware that many factors outside FARNSWORTH GROUP's control may affect FARNSWORTH GROUP's ability to complete the services to be provided under this Agreement. FARNSWORTH GROUP will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Suspension: CLIENT or FARNSWORTH GROUP may suspend all or a portion of the work under this Agreement by notifying the other party in writing if unforeseen circumstances beyond control of CLIENT or FARNSWORTH GROUP make normal progress of the work impossible. FARNSWORTH GROUP may suspend work in the event CLIENT does not pay invoices when due, and FARNSWORTH GROUP shall have no liability whatsoever to CLIENT, and

CLIENT agrees to make no claim for any delay or damage as a result of such suspension. The time for completion of the work shall be extended by the number of days work is suspended. If the period of suspension exceeds 90 days, FARNSWORTH GROUP shall be entitled to an equitable adjustment in compensation for start-up, accounting and management expenses.

Termination: This Agreement may be terminated for cause by either party upon written notice. Any termination shall only be for good cause such as legal, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, **except for cause**, FARNSWORTH GROUP will be paid for all services and expenses rendered to the date of termination on a basis of payroll cost times a multiplier of 3.0 (if not previously provided for) plus reimbursable expenses, plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor FARNSWORTH GROUP, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to PROJECT or the Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both CLIENT and FARNSWORTH GROUP shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in PROJECT.

Personal Liability: It is intended by the parties to this Agreement that FARNSWORTH GROUP's services in connection with the Project shall not subject FARNSWORTH GROUP's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, CLIENT agrees that as CLIENT's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against FARNSWORTH GROUP, an Illinois corporation, and not against any of FARNSWORTH GROUP's individual employees, officers or directors.

Confidentiality: Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not reveal such information to any third party. However, nothing herein is meant to preclude either disclosing and/or otherwise using confidential information (i) when the confidential information is actually known to the receiving party before being obtained or derived from the transmitting party; or (ii) when confidential information is generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; or (iii) where the confidential information is obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereof; or (iv) is required by law or court order to be disclosed.

Reuse of Documents: All documents including reports, drawings, specifications, and electronic media furnished by FARNSWORTH GROUP and/or any subcontractor pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of this project or on any other project. Any reuse without specific written verification or adaptation by FARNSWORTH GROUP will be at CLIENT's sole risk, and without liability to FARNSWORTH GROUP, and CLIENT shall indemnify and hold harmless FARNSWORTH GROUP and/or any subcontractor from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FARNSWORTH GROUP to further compensation at rates to be agreed upon by CLIENT and FARNSWORTH GROUP. **Nothing herein, however, shall limit the CLIENTS'S right to use the documents for municipal purpose, including but not limited to the CLINET'S'S right to use the document in an unencumbered manner for purposes of remediation, remodeling and/or construction.**

Professional Services Agreement - General Conditions

Subcontracting: FARNSWORTH GROUP shall have the right to subcontract any part of the services and duties hereunder without the consent of CLIENT.

Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or FARNSWORTH GROUP. FARNSWORTH GROUP's services under this

Agreement are being performed solely for CLIENT's benefit, and no other party or entity shall have any claim against FARNSWORTH GROUP because of this Agreement; or the performance or nonperformance of services hereunder; or reliance upon any report or document prepared hereunder. Neither FARNSWORTH GROUP nor CLIENT shall have any obligation to indemnify each other from third party claims. CLIENT and FARNSWORTH GROUP agree to require a similar provision in all contracts with Construction Contractors, Construction Subcontractors, vendors, and other entities involved in PROJECT to carry out the intent of this provision.

Insurance and Limitation: FARNSWORTH GROUP is covered by commercial general liability insurance **in an amount not less than \$1,000,000 per occurrence**, automobile liability insurance and workers compensation insurance with limits which FARNSWORTH GROUP considers reasonable. Certificates of all insurance shall be provided to CLIENT upon request in writing. **CLIENT shall be named as an additional insured on all such insurance policies and FARNSWORTH GROUP shall provide a certificate evidencing such coverage prior to the commencement of work under this Agreement.** Within the limits and conditions of such insurance, FARNSWORTH GROUP agrees to indemnify and hold CLIENT harmless from any loss, damage or liability arising directly from any negligent act by FARNSWORTH GROUP. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability arising from any act by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on PROJECT over which FARNSWORTH GROUP has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that FARNSWORTH GROUP has no duty to defend CLIENT from and against any claims, causes of action or proceedings of any kind.

Professional Liability Insurance and Limitation: FARNSWORTH GROUP is covered by professional liability insurance for its professional acts, errors and omissions, with limits which FARNSWORTH GROUP considers reasonable, **but in no case less than \$2,000,000 per occurrence.** Certificates of insurance shall be provided to CLIENT upon request in writing. **CLIENT shall be named as an additional insured on all such insurance policies and FARNSWORTH GROUP shall provide a certificate evidencing such coverage prior to the commencement of work under this Agreement.** Within the limits and conditions of such insurance, FARNSWORTH GROUP agrees to indemnify and hold CLIENT harmless from loss, damage or liability arising from professional acts by FARNSWORTH GROUP and errors or omissions that exceed the industry standard of care for the services provided. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability arising from any act, error or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on PROJECT over which FARNSWORTH GROUP has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that FARNSWORTH GROUP has no duty to defend CLIENT from and against any claims, causes of action or proceedings of any kind.

Additional Limitation: In recognition of the relative risks and benefits of PROJECT to both CLIENT and FARNSWORTH GROUP, the risks have been allocated such that CLIENT agrees that for the compensation herein provided FARNSWORTH GROUP cannot expose itself to damages disproportionate to the nature and scope of FARNSWORTH GROUP's services or the compensation payable to it hereunder. Therefore, to the maximum extent permitted by law, CLIENT agrees that the liability of FARNSWORTH GROUP to CLIENT for any and all causes of action, including, without limitation, contribution, asserted by CLIENT and arising out of or related to the negligent acts, errors or omissions of FARNSWORTH GROUP in performing professional services shall be limited to **the limits of FARNSWORTH GROUP'S applicable insurance limits—fifty thousand dollars (\$50,000) or the total fees paid to FARNSWORTH GROUP by CLIENT under this Agreement, whichever is greater** ("Limitation"). CLIENT hereby waives

and releases (i) all present and future claims against FARNSWORTH GROUP, other than those described in the previous sentence, and (ii) any liability of FARNSWORTH GROUP in excess of the Limitation. In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation, FARNSWORTH GROUP would not have performed the services, (ii) it has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may differ from the amount of Professional liability insurance required of FARNSWORTH GROUP under this Agreement, (iv) the Limitation is merely a Limitation of, and not an exculpation from, FARNSWORTH GROUP's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless FARNSWORTH GROUP, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to FARNSWORTH GROUP performing the services in accordance with the Standard of Care.

Fee Schedule: Where lump sum fees have been agreed to between the parties, they shall be so designated in the Agreement attached hereto and by reference made a part hereof. Where fees are based upon hourly charges for services and costs incurred by FARNSWORTH GROUP, they shall be based upon the hourly fee schedule annually adopted by FARNSWORTH GROUP, as more fully set forth in a Schedule of Charges attached hereto and by reference made a part hereof. Such fees in the initial year of this Agreement shall be those represented by said Schedule of Charges, and these fees will annually change at the beginning of each calendar year after the date of this Agreement.

Invoices: Charges for services will be billed at least as frequently as monthly, and at the completion of PROJECT. CLIENT shall compensate FARNSWORTH GROUP for any sales or value added taxes which apply to the services rendered under this Agreement or any amendment thereto. CLIENT shall reimburse FARNSWORTH GROUP for the amount of such taxes in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or set-offs by CLIENT unless agreed to in writing by FARNSWORTH GROUP. Invoices are delinquent if payment has not been received within 30 days from date of invoice. There will be an additional charge of 1 ½ percent per month compounded on amounts outstanding more than 45 30 days. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to FARNSWORTH GROUP per FARNSWORTH GROUP's then current Schedule of Charges.

Opinions of Cost: Since FARNSWORTH GROUP has no control over the cost of labor, materials or equipment, or over a contractor's method of determining prices, or over competitive bidding or market conditions, FARNSWORTH GROUP's opinions of probable project cost or construction cost for PROJECT will be based solely upon its own experience with construction, but FARNSWORTH GROUP cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If CLIENT wishes greater assurance as to the construction cost, CLIENT should employ an independent cost estimator.

~~**Contingency Fund:** CLIENT and FARNSWORTH GROUP acknowledge that changes may be required during construction because of possible ambiguities, inconsistencies, errors or omissions in the Contract Documents and, therefore, that the costs of the project may exceed the construction contract sum. CLIENT agrees to set aside a reserve in the amount of Five Percent (5%) of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. CLIENT further agrees to make no claim by way of direct or third party action against FARNSWORTH GROUP or subcontractors and subconsultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.~~

Subpoenas: CLIENT is responsible, after notification, for payment of time charges and expenses resulting from the required response by FARNSWORTH GROUP and/or any subcontractor to subpoenas issued by any party other than FARNSWORTH GROUP and/or any subcontractor in conjunction with the services performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

Right of Entry: CLIENT shall provide for FARNSWORTH GROUP's and/or any subcontractor's right to enter property owned by CLIENT and/or others in order for FARNSWORTH GROUP and/or any subcontractor to fulfill the scope of services for this Project. CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of this Agreement.

Utilities: CLIENT shall be responsible for designating the location of ~~all~~ **any of CLIENT'S** utility lines and subterranean structures within the property line of PROJECT. CLIENT agrees to waive any claim against FARNSWORTH GROUP and/or any subcontractor, and to indemnify and hold harmless from any claim or liability for injury or loss arising from FARNSWORTH GROUP and/or any subcontractor or other persons encountering **CLIENT controlled** utilities or other **of CLIENT'S** man-made objects that were not called to FARNSWORTH GROUP's attention or which were not properly located on documents furnished to FARNSWORTH GROUP. CLIENT further agrees to compensate FARNSWORTH GROUP and/or any subcontractor for any time spent or expenses incurred by FARNSWORTH GROUP and/or any subcontractor in defense of any such claim, in accordance with FARNSWORTH GROUP's and/or any subcontractor's prevailing fee schedule and expense reimbursement policy.

Aquifer Contamination: Subsurface sampling may result in contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous substances or pollutants off-site. Because subsurface sampling is a necessary aspect of services which FARNSWORTH GROUP and/or any subcontractor may provide on CLIENT's behalf, CLIENT waives any claim against FARNSWORTH GROUP and/or any subcontractor, and agrees to indemnify and hold harmless from any claim or liability for injury or loss which may arise as a result of alleged cross contamination caused by any sampling. CLIENT further agrees to compensate FARNSWORTH GROUP and/or any subcontractor for any time spent or expenses incurred by FARNSWORTH GROUP and/or any subcontractor in defense of any such claim, in accordance with FARNSWORTH GROUP's and/or any subcontractor's prevailing fee schedule and expense reimbursement policy.

Samples: All samples of any type (soil, rock, water, manufactured materials, biological, etc.) will be discarded sixty (60) days after submittal of project deliverables. Upon CLIENT's authorization, samples will be either delivered in accordance with CLIENT's instructions or stored for an agreed charge.

Recognition of Risk: CLIENT acknowledges and accepts the risk that: (1) data on site conditions such as geological, geotechnical, ground water and other substances and materials, can vary from those encountered at the times and locations where such data were obtained, and that this limitation on the available data can cause uncertainty with respect to the interpretation of conditions at CLIENT's site; and (2) although necessary to perform the Agreement, commonly used exploration methods (e.g., drilling, borings or trench excavating) involve an inherent risk of contamination of previously uncontaminated soils and waters. FARNSWORTH GROUP's and/or any subcontractor's application of its present judgment will be subject to factors outlined in (1) and (2) above.

Discovery of Unanticipated Hazardous Substances or Pollutants: Hazardous substances are those so defined by prevailing Federal, State, or Local laws. Pollutants mean any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalies, chemicals and waste. Hazardous substances or pollutants may exist at a site where they would not reasonably be expected to be present. CLIENT and FARNSWORTH GROUP and/or any subcontractor agree that the discovery of unanticipated hazardous substances or pollutants constitutes a "changed condition" mandating a renegotiation of the scope of services or termination of services. CLIENT and FARNSWORTH GROUP and/or any subcontractor also agree that the discovery of unanticipated hazardous substances or pollutants will make it necessary for FARNSWORTH GROUP and/or any subcontractor to take immediate measures to protect human health and safety, and/or the environment. FARNSWORTH GROUP and/or any subcontractor agree to notify CLIENT as soon as possible if unanticipated known or suspected hazardous substances or pollutants are encountered. CLIENT encourages FARNSWORTH GROUP and/or any subcontractor to take any and all measures that in FARNSWORTH GROUP's and/or any subcontractor's professional opinion are justified to preserve and

protect the health and safety of FARNSWORTH GROUP's and/or any subcontractor's personnel and the public, and/or the environment, and CLIENT agrees to compensate FARNSWORTH GROUP and/or any subcontractor for the additional cost of such **reasonable** measures. In addition, CLIENT waives any claim against FARNSWORTH GROUP and/or any subcontractor, and agrees to indemnify and hold FARNSWORTH GROUP and/or any subcontractor harmless from any claim or liability for injury or loss arising from the presence of unanticipated known or suspected hazardous substances or pollutants. CLIENT also agrees to compensate FARNSWORTH GROUP and/or any subcontractor for any time spent and expenses incurred by FARNSWORTH GROUP and/or any subcontractor in defense of any such claim, with such compensation to be based upon FARNSWORTH GROUP's and/or any subcontractor's prevailing fee schedule and expense reimbursement policy. Further, CLIENT recognizes that FARNSWORTH GROUP and/or any subcontractor has neither responsibility nor liability for the removal, handling, transportation, or disposal of asbestos containing materials, nor will FARNSWORTH GROUP and/or any subcontractor act as one who owns or operates an asbestos demolition or renovation activity, as defined in regulations under the Clean Air Act.

Job Site: CLIENT agrees that services performed by FARNSWORTH GROUP and/or any subcontractor during construction will be limited to providing assistance in quality control and to deal with questions by the CLIENT's representative concerning conformance with the Contract Documents. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the Construction Contractor's or Construction Subcontractor's performance. FARNSWORTH GROUP and/or any subcontractor will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. FARNSWORTH GROUP and/or any subcontractor will not be responsible for Construction Contractor's or Construction Subcontractor's obligation to carry out the work according to the Contract Documents. FARNSWORTH GROUP and/or any subcontractor will not be considered an agent of the owner and will not have authority to direct Construction Contractor's or Construction Subcontractor's work or to stop work.

Shop Drawing Review: CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor shall review shop drawings and/or submittals solely for their general conformance with FARNSWORTH GROUP's and/or any subcontractor's design concept and general conformance with information given in the Contract Documents. FARNSWORTH GROUP and/or any subcontractor shall not be responsible for any aspects of a shop drawing and/or submittal that affect or are affected by the means, methods, techniques, sequences, and procedures of construction, safety precautions and programs incidental thereto, all of which are the Construction Contractor's or Construction Subcontractor's responsibility. The Construction Contractor or Construction Subcontractor will be responsible for dimensions, lengths, elevations and quantities, which are to be confirmed and correlated at the jobsite, and for coordination of the work with that of all other trades. CLIENT warrants that the Construction Contractor and Construction Subcontractor shall be made aware of the responsibility to review shop drawings and/or submittals and approve them in these respects before submitting them to FARNSWORTH GROUP and/or any subcontractor.

Authority and Responsibility: CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor shall not guarantee the work of any Construction Contractor or Construction Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site, or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms, or other work aids.

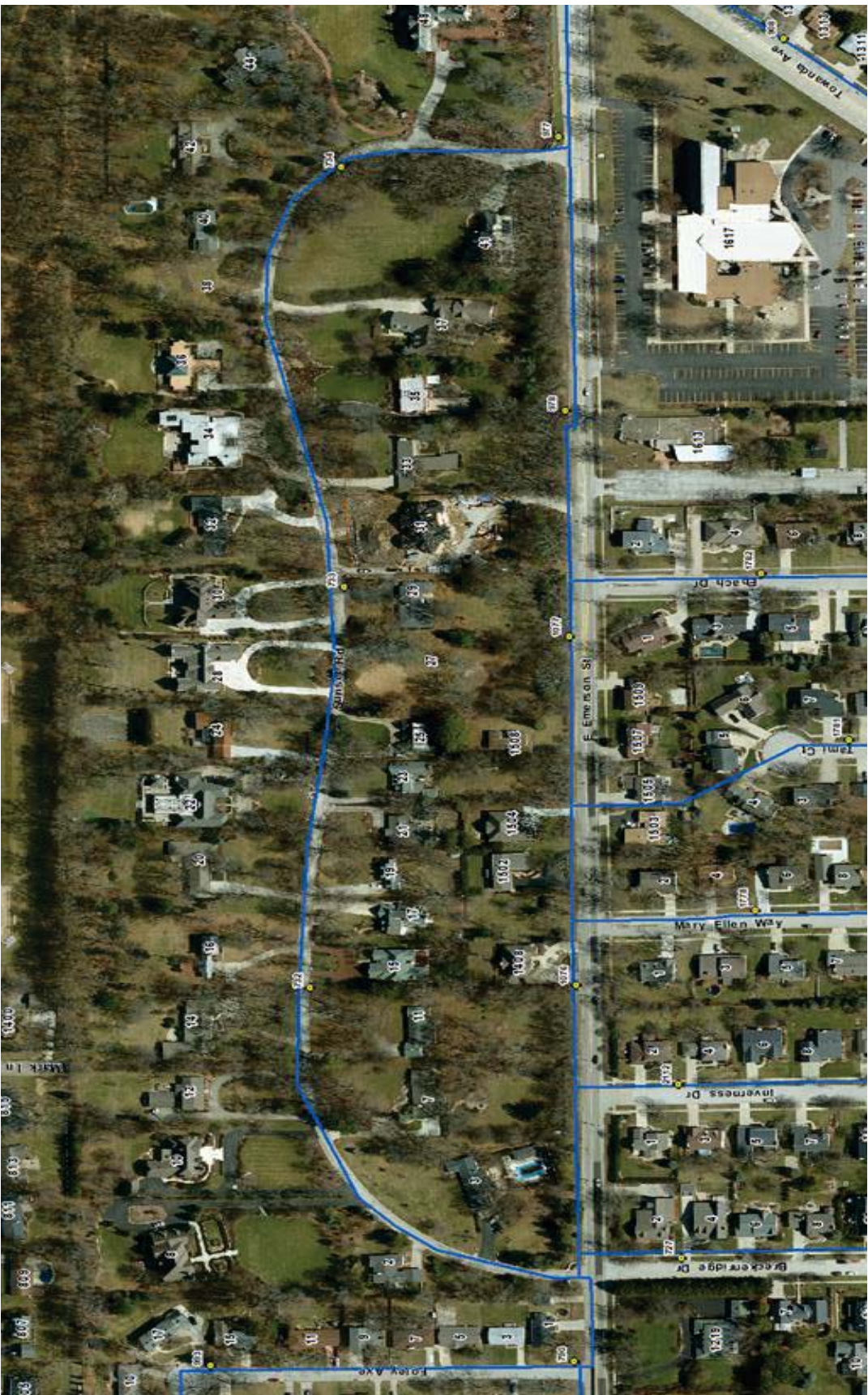
LEED Certification: CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor shall not guarantee the LEED certification of any facility for which FARNSWORTH GROUP and/or any subcontractor provides commissioning, LEED consulting or energy modeling services. LEED certification and the number of points awarded are solely the responsibility of the U.S. Green Building Council and Green Building Certification Institute.

Energy Models: The techniques and specific requirements for energy models used to meet LEED criteria have limitations that result in energy usage predictions that may differ from actual energy usage. FARNSWORTH GROUP and/or any subcontractor will endeavor to model energy usage very closely to actual usage, but CLIENT agrees that FARNSWORTH GROUP and/or any Professional Services Agreement - General Conditions

subcontractor will not be responsible or liable in any way for inaccurate budgets for energy use developed from the predictions of LEED-compliant energy models. The number of LEED points awarded for energy efficiency are solely the responsibility of the U.S. Green Building Council and Green Building Certification Institute.

Environmental Site Assessments: No Environmental Site Assessment can wholly eliminate uncertainty regarding the potential for Recognized Environmental

Conditions in connection with a Subject Property. Performance of an Environmental Site Assessment is intended to reduce, but not eliminate, uncertainty regarding potential for Recognized Environmental Conditions in connection with a Subject Property. In order to conduct the Environmental Site Assessment, information will be obtained and reviewed from outside sources, potentially including, but not limited to, interview questionnaires, database searches, and historical records. Farnsworth Group, Inc. (Farnsworth Group) cannot be responsible for the quality, accuracy, and content of information from these sources. Any non-scope items provided in the Phase I Environmental Site Assessment report are provided at the discretion of the environmental professional for the benefit of the client. Inclusion of any non-scope finding(s) does not imply a review of any other non-scope items with the Environmental Site Assessment investigation or report. The Environmental Site Assessment report is prepared for the sole and exclusive use of the client. Nothing under the Agreement between Farnsworth Group and their client shall be construed to give any rights or benefits to anyone outside the client's use and that of Farnsworth Group. All duties and responsibilities undertaken pursuant to the Agreement will be for the sole and exclusive benefit of the client and Farnsworth Group. In particular, Farnsworth Group does not intend, without its written consent, for this report to be disseminated to anyone beside the client, or to be used or relied upon by anyone beside the client. Use of the report by any other person or entity is unauthorized and such use is at their sole risk.



Sunset Road Water Main Replacement Map



CONSENT AGENDA ITEM NO. 7.K

FOR COUNCIL: November 25, 2019

SPONSOR: Economic Development Department

WARD IMPACTED: Ward 4, Ward 6, Ward 7

SUBJECT: Consideration and action on a Resolution Allowing the Closure of State Highway Business 51 for the Jaycees Christmas Parade on December 7, 2019 at 10 a.m., as requested by the Economic Development Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

- Goal 6. Prosperous Downtown Bloomington
- Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

- Objective 6c. Downtown becoming a community and regional destination
- Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents

BACKGROUND: The Bloomington-Normal Jaycees organize and implement their annual Christmas parade, utilizing Business 51, a state highway. The parade route connects the Twin Cities in a joint holiday celebration. For the safety of all participants, the Illinois Department of Transportation ("IDOT") requires a resolution to be passed by City Council to allow Business 51 to be closed from Division Street to Locust Street. The City takes on various mandated responsibilities as a result of the resolution, but the Jaycees are required to carry insurance and indemnify the City (see below). The parade concludes on Center Street in Downtown Bloomington.

As part of the permitting process, the City requires the Jaycees to indemnify and hold the City harmless from all claims associated with the event. The Jaycees are further required to carry insurance and both the City and IDOT are named as additional insureds.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Bloomington-Normal Jaycees have sponsored this event for a number of years and use it as the kick off to the holiday season.

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: Catherine Dunlap, Downtown Development Specialist

Reviewed by:



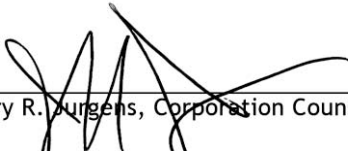
Melissa Hon, Economic Development Director

11/12/2019



F. Scott Rathbun, Finance Director

11/15/2019



Jeffery R. Jurgens, Corporation Counsel

11/20/2019



Tara Henry, Legislative Assistant

11/20/2019

Recommended by:



Tim Gleason, City Manager

Attachments:

- ECON DEV 1B Jaycees Resolution 2019 - 33
- ECON DEV 1C Christmas Parade Permit - final_redacted
- ECON DEV 1D Christmas Parade Map

RESOLUTION NO. 2019 - 33

**A RESOLUTION ALLOWING THE CLOSURE OF STATE HIGHWAY BUSINESS 51
FOR THE JAYCEES CHRISTMAS PARADE ON DECEMBER 7 AT 10 A.M.**

WHEREAS, the Bloomington-Normal Jaycees are sponsoring a Christmas parade in the City of Bloomington, IL which constitutes a public purpose; and

WHEREAS, this parade will require the temporary closure of Business 51 southbound (Center Street), a State Highway in the City of Bloomington, IL from Division Street to Locust Street; and

WHEREAS, Section 4-408 of the Illinois Highway Code authorizes the Department of Transportation to issue permits to local authorities to temporarily close portions of State Highways for such public purposes; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Bloomington, IL that permission to close Business 51 Southbound from Division Street to Locust Street as above designated, be requested of the Illinois Department of Transportation:

BE IT FURTHER RESOLVED that this closure shall occur during the approximate time period between 10:00 A.M. and 11:30 A.M. on Saturday, December 7, 2019. The rain/weather date will be December 14, 2019 during the approximate time period between 10:00 a.m. and 11:30 a.m.; and

BE IT FURTHER RESOLVED that traffic from that closed portion of highway shall be detoured over routes with an all-weather surface that can accept the anticipated traffic, which will be maintained to the satisfaction of the Department and which is conspicuously marked for the benefit of traffic diverted from the State Highway. (The parking of vehicles shall be prohibited on the detour routes to allow an uninterrupted flow of two-way traffic). The detour route shall be as follows south on Linden St. to Empire St., west on Empire St. to Clinton St., south on Clinton St. to Oakland Ave., west on Oakland Ave. to Center St., south on Center St; and

BE IT FURTHER RESOLVED, that the City of Bloomington assumes full responsibility for the direction, protection, and regulation of the traffic during the time the detour is in effect; and

BE IT FURTHER RESOLVED, that police officers or authorized flaggers shall at the expense of the City of Bloomington be positioned at each end of the closed section and at other points (such as intersections) as may be necessary to assist in directing traffic through the detour; and

BE IT FURTHER RESOLVED, that police officers, flaggers, and officials shall permit emergency vehicles in emergency situations to pass through the closed area as swiftly as is safe for all concerned; and

BE IT FURTHER RESOLVED, that all debris shall be removed by the City of Bloomington prior to reopening the State Highway Business 51; and

BE IT FURTHER RESOLVED, that such signs, flags, barricades, etc., shall be used by the City of Bloomington as may be approved by the Illinois Department of Transportation. These items shall be provided by the City of Bloomington, IL; and

BE IT FURTHER RESOLVED, that the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices; and

BE IT FURTHER RESOLVED, that an occasional break shall be made in the procession so that traffic may pass through. In any event, adequate provisions will be made for traffic on intersecting highways pursuant to conditions noted above; and

BE IT FURTHER RESOLVED, that to the fullest extent permitted by law, the City of Bloomington shall be responsible for any and all injuries to persons or damages to property, and shall indemnify and hold harmless the Illinois Department of Transportation, its officers, employees and agents from any and all claims, lawsuits, actions, costs and fees (including reasonable attorneys' fees and expenses) of every nature or description, arising out of, resulting from or connected with the exercise of authority granted by the Department which is the subject of this resolution. The obligation is binding upon the City of Bloomington regardless of whether or not such claim, damage, loss or expense is caused in part by the act, omission or negligence of the Department or its officers, employees or agents; and

BE IT FURTHER RESOLVED, that the Bloomington-Normal Jaycees shall provide a comprehensive general liability policy or an additional named insured endorsement in the minimum amount of \$1,000,000 per person and \$2,000,000 aggregate which has the Illinois Department of Transportation, its officials, employees and agents as insureds and which protects them from all claims arising from the requested road closing. A copy of said policy or endorsement will be provided to the Department before the road is closed; and

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Department of Transportation to serve as a formal request for the permission sought in this resolution and to operate as part of the conditions of said permission.

ADOPTED this 25th day of November 2019.

APPROVED this ____th day of November 2019.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, City Clerk

**SPECIAL EVENT PERMIT
CHRISTMAS PARADE
DATE: DECEMBER 7, 2019
TIME: 8:30 AM TO 12:00 PM**

Date Prepared: October 22, 2019; Revised: October 24, 2019

Distribution:

DISTRIBUTION LIST	
Tim Gleason, City Manager	Billy Tyus, Deputy City Manager
Amanda Mohan, City Clerk Department	Phil Allyn, Traffic Engineer, Public Works
Catherine Dunlap, Economic Development	Darwin Miles, Public Works
Bob Mahrt, Community Development	Bill Givens, Public Works
Samantha Mlot, Economic Development	Jim Karch, Public Works
Martin Glaze, Connect Transit	Kevin Kothe, Public Works
Russ Waller, Facilities	George Kutz, Public Works
Deputy Chief Eric West, Fire Department	Troy Olson, Public Works
Linda Foutch, McLean County Health Dept.	Colleen Winterland, Public Works
Bob Moews, Parks & Recreation Department	Brett Lueschen, Water Department
Assistant Chief Greg Scott, Police Department	Joe DeGraeve, Public Works
Melissa Hon, Economic Development	

SPONSORING ORGANIZATION(S): Bloomington/Normal Jaycees

CONTACT PERSON: Andi Whalen

PHONE: [REDACTED]

EMAIL: [REDACTED]

APPLICATION RECEIVED: Yes

CERTIFICATE OF INSURANCE RECEIVED: Yes

HOLD HARMLESS: Yes

NATURE OF EVENT: Parade will start in Normal at 10:00 am at Kingsley Junior High School parking lot and proceed south on Kingsley/Center St. through Normal and into Bloomington. Parade will proceed on Center St. when Route 51 curves around to Madison. Parade will disperse at Jefferson St. in the Downtown area using Center (south) and Jefferson (west). Washington St. will remain open. This will require a detour for Route 51.

DETOUR: Detour for Route 51 southbound will be set up as follows: In Normal, detour Main St. at College Ave. east to Linden. In the City, the detour continues south on Linden St. to Empire St., west on Empire St. to Clinton St., south on Clinton St. to Oakland Ave., west on Oakland Ave. to Center St., south on Center St.

Detour signs:

Intersection of Linden St. and Emerson St. – Straight arrow.

Intersection of Linden St. and Empire St. – Right arrow, (turn west).

SPECIAL EVENT PERMIT

CHRISTMAS PARADE

Intersection of Empire St. and Clinton St. – Left arrow (turn south).

Intersection of Clinton St. and Locust St. – Straight arrow.

Intersection of Clinton St. and Washington St. – Straight arrow.

Intersection of Clinton St. and Oakland Ave. – Right arrow (turn west).

Intersection of Oakland Ave. and Gridley St. – Straight arrow.

Intersection of Oakland Ave. and Main St. – Straight arrow.

Intersection of Oakland Ave. and Center St. – Left arrow (turn south)

TRAFFIC RESTRICTIONS: Parking must be prohibited on Linden St. between Emerson St. and Empire St. due to street width of twenty-six feet, (26'). Parking will also be prohibited on Center St. between Mulberry St. and Washington St. and Jefferson St. between Madison St. and East St. No parking signs must be placed at least 36 hours in advance.

Parade route signage:

Intersection of Division St. and Lee St. – Road closed ahead sign.

Intersection of Division St. and Roosevelt St. – Parade in progress with barricades

Intersection of Division St. and Madison St. – Large cone east of Madison.

Intersection of Division St. and Center St. - Two (2) large cones, one (1) located east and west of Center St.

Intersection of Division St. and Main St. – Parade in progress sign with large cone located west of Main, and large cone with barricade northwest bound lane.

Intersection of Roosevelt Ave. and Kelsey St. – Parade in progress sign and large cone located east of Roosevelt.

Intersection of Roosevelt Ave. and Seminary Ave. – Parade in progress sign and large cone located east of Roosevelt.

Intersection of Madison St. and Union St. – Parade in progress sign and large cone located east of Madison.

Intersection of Madison St. and Graham St. – Parade in progress sign and large cone located east of Madison.

SPECIAL EVENT PERMIT CHRISTMAS PARADE

Intersection of Madison St. and Scott St. – Parade in progress sign and large cone located east of Madison.

Intersection of Madison St. and Walnut St. – Parade in progress sign and large cone located east of Madison.

Intersection of Madison St. and Chestnut St. – Parade in progress sign and barricade located east of Madison.

Intersection of Madison St. and Chestnut St. – Road closed ahead sign located west of Madison.

Intersection – Y split Madison St. and Center St. – Large cone on Madison St. south of Locust St.

Intersection of Madison St. and Monroe St. – Parade in progress sign and large cone located east of Madison.

Intersection of Madison St. and Jefferson – Large cone located east of Madison.

Intersection of Center St. and Kelsey St. – a small cone.

Intersection of Center St. and Emerson St. – No right turn sign and large cone located west of Center and Police officer and large cone located east of Center.

Intersection of Center St. and Seminary Ave. – small cones – two (2) located east and west of Center.

Intersection of Center St. and Union St. – small cones – two (2) located east and west of Center.

Intersection of Center St. and Thompson Ave. – Volunteer and small cone located east of Center.

Intersection of Center St. and Fillmore St. – Volunteer and small cone located east of Center.

Intersection of Center St. and Graham St. – small cones – two (2) located east and west of Center.

Intersection of Center St. and Scott St. – small cones – two (2) located east and west of Center.

Intersection of Center St. and Empire St. – Police.

Intersection of Center St. and Walnut St. – small cones – two (2) located east and west of Center.

Intersection of Center St. and Chestnut St. – small cones – two (2) located east and west of Center.

Intersection of Center St. and Locust St. – Police.

Intersection of Center St. and Market St - Police.

SPECIAL EVENT PERMIT CHRISTMAS PARADE

Intersection of Main St. and Emerson St. – Left lane closed sign located north of Emerson, left lane transition sign located east of Main.

Intersection of Main St. and Seminary Ave. – Left lane closed sign located north of Seminary, Parade in progress sign and large cone located west of Main.

Intersection of Main St. and Union St. – Parade in progress sign and large cone located west of Main.

Intersection of Main St. and Thompson Ave. – Parade in progress sign and large cone located west of Main.

Intersection of Main St. and Fillmore St. – Parade in progress sign and large cone located west of Main.

Intersection of Main St. and Graham St. – Parade in progress sign and large cone located west of Main.

Intersection of Main St. and Scott St. – Parade in progress sign and large cone located west of Main.

Intersection of Main St. and Empire St. – Barricade and small cone located west of Main and small cone and barricade located east of Main.

Intersection of Main St. and Walnut St. – Parade in progress sign and large cone located west of Main.

Intersection of Main St. and Chestnut St. – Parade in progress sign and large cone located west of Main.

Intersection of Main St. and Mulberry St. – Parade in progress sign and large cone located west of Main, and a large cone located south of Mulberry.

Intersection of Main St. and Monroe St. – Parade in progress sign and large cone located west of Main.

Intersection of Main St. and Jefferson St. – Large cone located west of Main.

Intersection of Empire St. and Prairie St. – Left lane transition sign located east of Prairie.

Intersection of Empire St. and East St. – Left lane closed sign located east of East.

POLICE: Police will be stationed at the intersections of Center & Emerson, Center & Empire, Center & Locust, and Center & Market. These signaled intersections are along State Routes and main through streets that should not be blocked, all signals including Center & Chestnut will be put on flash just before Parade starts.

SPECIAL EVENT PERMIT

CHRISTMAS PARADE

Normal squad cars will lead the parade. Bloomington will provide either a squad car to lead or follow only.

FIRE DEPARTMENT: The Bloomington Fire Department will provide the Fire truck for Santa. This will alternate with Normal each year.

PUBLIC WORKS: Public Works will install cones at parking lot driveways for some of the largest businesses, such as Krogers, Thornton's Gas Station, Kibler-Brady-Ruestman Memorial Home, Holy Trinity, and Walgreens to prevent shoppers from entering Center St. Public Works crews will install cones at all intersections.

ORGANIZER WILL DO THE FOLLOWING:

1. Jaycees will inform businesses and residences on Center St. of the event and request their cooperation.
2. **Inform the float drivers that they are to drop off their participants and then move the floats. The floats are not to stop, preventing the remainder of the parade from entering the Downtown and dispersing. Washington is not to be closed or blocked in anyway as it is an emergency route.**
3. Volunteers will be stationed at the following locations; Center & Kelsey (1), Center & Seminary (2), Center & Union (2), Center & Thompson (1), Center & Fillmore (1), Center & Graham (2), Center & Scott (2), Center & Walnut (2) and Center & Chestnut (2). They will need to be at these locations at 9:45 am and will need to keep traffic from entering Center during parade.
4. One (1) volunteer needs to be at the intersection of Jefferson & Main, one (1) on Center St. & Washington, and one (1) at the intersection of Jefferson & Madison. All volunteers are to move the barricades to allow the parade participants to exit the Downtown as the parade disperses, as well as keeping all other traffic out of this portion of the parade route in the Downtown.
5. One (1) volunteer needs to be at the intersection of Center & Jefferson to divert the parade participants and floats equally on Jefferson to Main, Jefferson to Madison, and Center to Washington.
6. Appoint a designated volunteer or staff person to be in charge of ensuring that barricades remain intact. It is the City's recommendation that barricades not be moved. Only the designated volunteer(s) can move the barricades, if necessary. The designated person must meet with Public Works staff prior to the event so that staff can train the volunteer on proper barricade set up. You can make this appointment by calling Colleen Winterland at 309-434-2225. If that volunteer is not available, contact Police, non-emergency 309-820-8888 prior to moving barricades. Keep in mind Staff at this number will not be able to respond instantly. It is the responsibility of the organizer to ensure that nobody removes, changes, or anyway interferes with the setup of barricades, signs, or any other traffic control device set up by City staff, except for the designated volunteer(s). Contact the Police, non-emergency 309-820-8888, to report anyone tampering of such. There is a fine ranging from \$250-\$500 for illegal moving the barricades or other traffic control devices.
7. The event organizer must post a notice to inform the public and victims of human trafficking of the telephone hotline number of the Human Traffic Resource Center as

SPECIAL EVENT PERMIT CHRISTMAS PARADE

required by the Human Trafficking Resource Center Notice Act. (775 ILCS 50/1, et seq.) Find helpful models at <https://www.dhs.state.il.us/page.aspx?item=82023>. The notice must be posted in a conspicuous and accessible place in clear view of the public and employees where similar notices are customarily posted. Failure to do so could result in a \$500 fine per violation

CANCELATION REQUIREMENT:

If you need to cancel your event and move it to your alternative date of December 14 because of inclement weather, please call the Bloomington Police non-emergency number at 309-820-8888 by 4:30 p.m. on December 5, 2019

FOR OFFICE USE ONLY

Notes: _____

Xmas Parade P1



0 75 150 300 Feet

Legend

Signs

- Barricades
- ➡ Barricades w right arrow
- ▲ Big Cones
- ▲ Small Cones
- Police
- Volunteer
- Volunteer
- ▲ Left Lane Closed
- ▲ Left Lane Transition
- * No Parking Sign
- ⊕ No right turn
- Parade in Progress
- ▲ Road Closed Ahead
- ➡ Route



Xmas Parade P2



0 75 150 300 Feet

Legend

Signs

- Barricades
- ➡ Barricades w right arrow
- ▲ Big Cones
- ▲ Small Cones
- Police
- Volunteer
- Volunteer
- ▲▲ Left Lane Closed
- ▲▲ Left Lane Transition
- * No Parking Sign
- ⊕ No right turn
- Parade in Progress
- ▲ Road Closed Ahead
- ➡ Route



Xmas Parade P3



0 75 150 300 Feet

Legend

Signs

- Barricades
- ➡ Barricades w right arrow
- ▲ Big Cones
- ▲ Small Cones
- Police
- Volunteer
- Volunteer
- ▲ Left Lane Closed
- ▲ Left Lane Transition
- * No Parking Sign
- + No right turn
- Parade in Progress
- ▲ Road Closed Ahead
- ➡ Route



Xmas Detour



0 75150 300 Feet

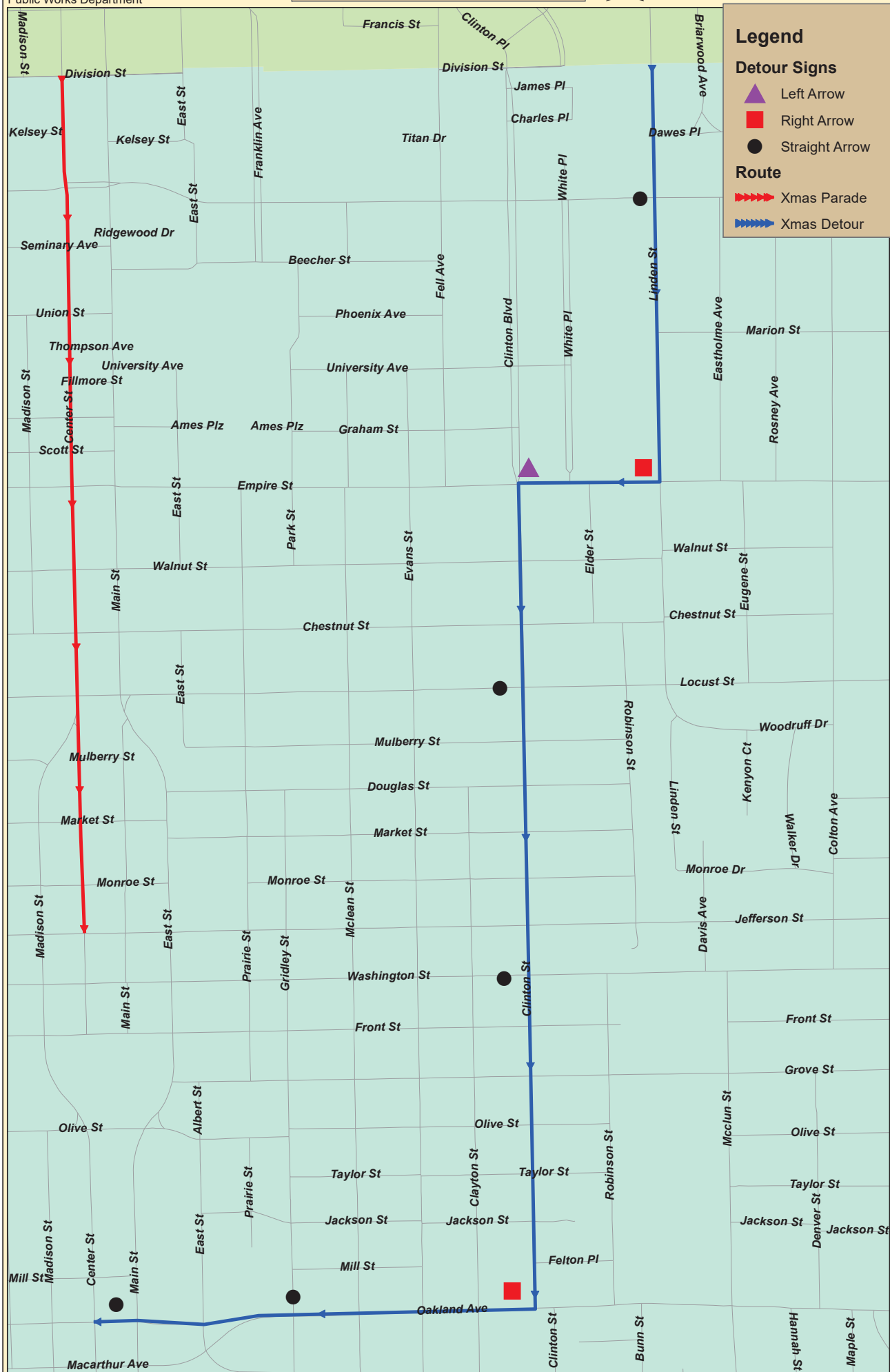
Legend

Detour Signs

- Left Arrow
- Right Arrow
- Straight Arrow

Route

- Xmas Parade
- Xmas Detour





CONSENT AGENDA ITEM NO. 7.L

FOR COUNCIL: November 25, 2019

SPONSOR: Administration Department and Community Development Department

WARD IMPACTED: Ward 1, Ward 6

SUBJECT: Consideration and action on a Resolution in Support of the Dimmitt's Grove Neighborhood Plan, as requested by the Administration Department and the Community Development Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

-Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: While the City can and should serve as an active participant in the development of our neighborhoods, it is important that plans for how our neighborhoods look, feel and ultimately sustain and grow, be driven by the neighbors themselves. Bring It On Bloomington, the City's Comprehensive Plan, calls on the City to do more to fully embrace a neighborhood planning approach in growing the City. The Plan states that while the comprehensive plan provides the "big picture," neighborhood level plans will identify specific issues for each neighborhood and how that neighborhood fits within the "big picture."

In July 2016, the McLean County Regional Planning Commission (MCRPC) and the Dimmitt's Grove Neighborhood Association (DGNA) completed a draft of the Dimmitt's Grove Neighborhood Plan. MCRPC completed the process concurrently while creating the City of Bloomington Comprehensive Plan to reduce duplicating the data analysis efforts, and to ensure overlapping goals and objectives. MCRPC envisioned the Dimmitt's Grove Neighborhood Plan as a pilot for identifying and addressing issues in a specific neighborhood, and the document articulates a vision for Dimmitt's Grove, which is geographically defined as the area south of Washington Street, north of Oakland Avenue, east of Gridley Street, and west of Clinton Street. The plan has been reviewed by the Bloomington Plan Commission and was discussed at the November 18, 2019 Bloomington City Council Committee of the Whole meeting and received enthusiastic support.

According to the executive summary, the result is a "community driven plan that grounds the high-level goals of the Comprehensive Plan in the specific context of one of Bloomington's oldest and most distinctive neighborhoods". The document is designed to provide a road map for the neighborhood's future through collaboration with the City, State, neighborhood association and other partners.

The plan's goals are: 1) Preserve the Historic Integrity of Our Neighborhood; 2) Increase

Homeownership Rates in the Neighborhood; 3) Continue to Enhance Neighborhood Safety and Engagement; 4) Ensure Development is consistent with Our Neighborhood Character; 5) Promote Our Neighborhood Through Community Education and Awareness.

Already there are items called for in the document that are either underway or completed, including updating the City's Historic Preservation Plan, ensuring appropriate zoning for the Dimmitt's Grove neighborhood (R-3B Study) and the opening of an area grocery store (Green Top Grocery).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Dimmitt's Grove Neighborhood Association assisted in the preparation of the draft plan in cooperation with the MCRPC. The Bloomington Planning Commission had reviewed the draft plan on January 9, 2019 and took formal action to accept and acknowledge the neighborhood plan.

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N-1.3b. Create neighborhood level plans consistent with the comprehensive plan to address issues specific to each neighborhood. City can facilitate this process by creating a tool kit and encouraging the neighborhood organizations to lead their own planning process. N-2.1 Create a tool kit or guide for neighbors wanting to organize themselves into a neighborhood organization.

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

Respectfully submitted for Council consideration.

Prepared by: Billy Tyus, Deputy City Manager

Reviewed by:


Chris Tomerlin, Budget Manager

11/20/2019

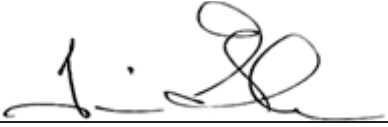

Jeffery R. Jurgens, Corporation Counsel

11/20/2019


Tara Henry, Legislative Assistant

11/21/2019

Recommended by:


Tim Gleason, City Manager

Attachments:

- ADM 1B Dimmitt's Grove Neighborhood Plan Resolution 2019 - 34

RESOLUTION NO. 2019 - 34

A RESOLUTION IN SUPPORT OF THE DIMMITT'S GROVE NEIGHBORHOOD PLAN

WHEREAS, the City of Bloomington is a home-rule municipality operating in McLean County, Illinois; and

WHEREAS, the Dimmitt's Grove neighborhood is one of the City's oldest neighborhoods and has for years existed as a community anchor that today covers 26 blocks east of Downtown in Bloomington's historic core in an area bordered on the west by S. Gridley St., on the north by East Washington St., on the East by S. Clinton St. and on the south by east Oakland Ave.; and

WHEREAS, "Bring It On Bloomington," the City's comprehensive plan adopted in 2015, recommends a dramatic increase in neighborhood level planning; and

WHEREAS, in July 2016, the McLean County Regional Planning Commission (MCRPC) and the Dimmitt's Grove Neighborhood Association (DGNA) completed a draft of the Dimmitt's Grove Neighborhood Plan designed to be a pilot for other neighborhoods throughout the City of Bloomington; and

WHEREAS, the plan created through multi-faceted public outreach efforts and based on input gathered is designed to provide a road map for the neighborhood's future through collaboration with the City, State, neighborhood association and other partners; and

WHEREAS, as a result of that outreach, goals calling for preserving the historic integrity of the neighborhood, increasing homeownership rates in the neighborhood, continuing to enhance neighborhood safety and engagement, ensuring development is consistent with neighborhood character and promoting the neighborhood were established and a series of action items defined; and

WHEREAS, the Bloomington Planning Commission reviewed the draft plan on January 9, 2019 and took formal action to accept and acknowledge the neighborhood plan and the Bloomington City Council enthusiastically supported the plan during a discussion at the Council's November 18, 2019 Committee of the Whole meeting.

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. That the City of Bloomington does hereby accept and acknowledge the Dimmitt's Grove Neighborhood Plan as a roadmap for future neighborhood development and expresses its support for the plan subject to the availability of staff, neighborhood and partner resources, funding, and what may be a periodic need for updates in partnership with the Dimmitt's Grove Neighborhood Association.

Section 3. This Resolution shall be in full force and effect immediately after its passage and approval.

PASSED this 25th day of November 2019.

APPROVED this ____th day of November 2019.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, City Clerk



CONSENT AGENDA ITEM NO. 7.M

FOR COUNCIL: November 25, 2019

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2020, to pay for recycling fees, in order to account for the price per ton increases for recycling in the amount of \$150,000, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

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

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5a. Well-planned City with necessary services and infrastructure
- Objective 1d. City services delivered in the most cost-effective, efficient manner

BACKGROUND: Public Works is recommending an ordinance to amend the budget to use \$150,000 from the Solid Waste Fund Balance to pay for recycling fees. With the current budget, Solid Waste will not have enough funds to pay for recycling fees for December 2019 through April 2020. The budget amendment is projected to cover the increase in recycling fees through the end of Fiscal Year 2020 by providing \$30,000 for each month.

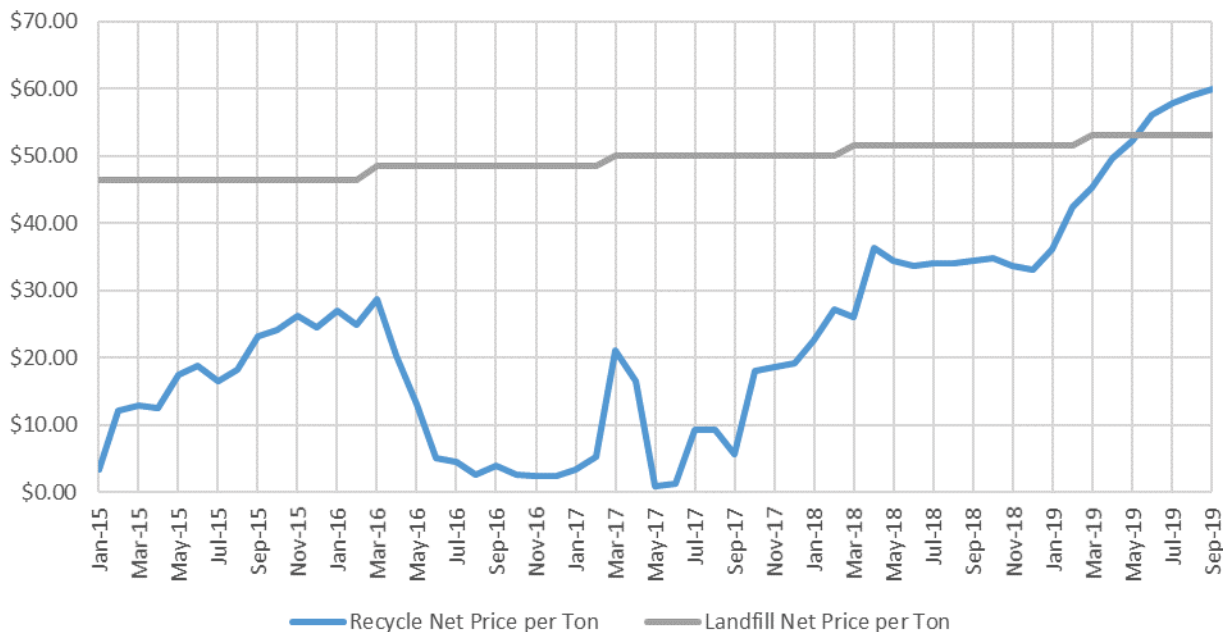
In 2018, China began limiting the contamination percentage on bales of recycled materials to half a percent. In addition, they banned 24 materials, including some plastics, paper, and metals. Since that time, additional countries in Asia, such as India and Malaysia, have begun similar practices. This has led to an almost complete elimination of the international market for the United States. Combined with a lack of a domestic market, the demand for certain materials has severely decreased, creating a decrease in the value of the materials.

Midwest Fiber, the company that runs the local Materials Recovery Facility contracted by Bloomington, has seen declining markets for recycled paper, cardboard, plastic and metals. This trend has continued over the last several months and led to some of the most challenging recycling markets in the last 10 years. Over this period, there have been several negative factors that have adversely affected the balance between supply and demand and we expect this trend to continue in the near term.

As a result of these events, the prices for most commodities have been variable over the past two years, with periods of stabilization, which makes it difficult to predict and budget accordingly. Staff will continue to monitor pricing and discuss market conditions with our partners to provide an appropriate budget amount for future fiscal years. Although it is very difficult to predict future market conditions, Midwest Fiber is expecting downward prices

over the next few months. Since June 2019, the price per ton for recycling has exceeded the price per ton for taking items to the landfill. However, Public Works remains committed to the City's Strategic Plan and Comprehensive Plan goals to reduce waste going to the landfill.

Curbside Recycle Net Price per Ton Compared to Garbage Net Price per Ton from January 2015 to August 2019



Midwest Fiber has indicated that they believe recycling is still an economical option and environmentally-sound solution compared to sending to the landfill. In addition, the company expects there will be several new consumers coming online later in 2019 and 2020 which they believe will help to restore a better balance in the market. In addition, some communities have scaled back their recycling programs, which could lead to a lower saturation of available materials.

According to the Ecology Action Center (EAC), local recyclers said increased rates of contamination are also making recycling more difficult and more expensive. The more contaminants mixed in with recyclables that enter a Materials Recovery Facility, the more work it takes to sort the recyclables, removing the bad from the good. Increased contamination requires more people on the sorting lines and the conveyors to move slower, so processing costs per ton go up.

The EAC, working with local recyclers and as part of a statewide anti-contamination initiative launched last year, completely changed their recycling messaging to help reduce contamination. The new, simplified messaging clearly illustrates what materials are and are not acceptable in curbside recycling programs, as well as additional recycling resources. The EAC's new recycling flyer is available for download as a pdf file at recyclebn.org and on cityblm.org. It is also available for free at the offices of the Ecology Action Center, the City of Bloomington Public Works Department, and the Town of Normal Public Works Department during regular business hours. A copy has been attached for further review. The City of Bloomington website also has a Recycle Coach feature available on-line to help with the proper recycling of different items at the following path: (<https://www.cityblm.org/government/departments/public-works/resident->

community/solid-waste/recyclecoach)

The EAC has also indicated rumors have been spreading that recyclers are secretly landfilling the materials they collect for a lack of markets, but that recyclers in Bloomington-Normal say that's not the case. They would lose more money if they were to do that. Collecting and transporting recyclables to their sorting facilities only to turn around and pay to have them landfilled simply doesn't make economic sense. But what is true is that weak markets and high contamination rates are real challenges that have real impacts.

Please see the attached letters from Midwest Fiber and the Ecology Action Center for additional information.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the Solid Waste-Recycle Transfer Fee budget account (54404400-70667) will be increased by \$150,000 from \$159,135 to \$309,135 to cover the higher fees. See the Exhibit for all accounts being adjusted. Stakeholders can locate the original budget amount in the FY 2020 Budget Book titled "Other Funds & Capital Improvement" on page 146. The Solid Waste Fund Balance to begin FY 2020 is \$1,339,945.

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

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

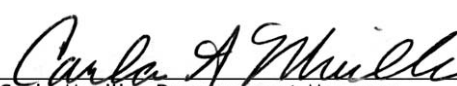
Respectfully submitted for Council consideration.

Prepared by: Ben Ryburn, Operations Manager

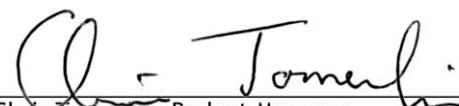
Reviewed by:


Jim Karch, Director of Public Works

11/12/2019


Carla Murillo, Procurement Manager

11/14/2019


Chris Tomerlin, Budget Manager

11/14/2019


Jeffery R. Jurgens, Corporation Counsel

11/20/2019


Tara Henry, Legislative Assistant

11/20/2019

Recommended by:

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

Tim Gleason, City Manager

Attachments:

- PW 3B Budget Amendment Ordinance 2019 - 80
- PW 3C Budget Amendment Exhibit 1
- PW 3D Midwest Fiber Letter_Recycle Budget Amendment
- PW 3E EAC Letter_Recycle Budget Amendment
- PW 3F Recycling Guidelines_Recycling Budget Amendment

ORDINANCE NO. 2019 - 80

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2020**

WHEREAS, on April 8, 2019 by Ordinance Number 2019-23, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2020, which Ordinance was approved by Mayor Tari Renner on April 9, 2019; and

WHEREAS, a Budget Amendment is needed as detailed below;

An Ordinance amending the Fiscal Year 2020 Budget, in the amount of \$150,000, to pay for recycling fees.

Consideration and action to approve an ordinance to amend the budget to pay for recycling fees, in order to account for the price per ton increases for recycling, in the amount of \$150,000.

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

Section One: Ordinance Number 2019- 23 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2020) 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 2019-23 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 2019-23.

Section Three: This Ordinance shall be in full force and effect upon its passage and approval and publication as required by law.

PASSED this 25th day of November 2019.

APPROVED this ____ day of November 2019.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, City Clerk

FY 2020 Budget Amendment-Exhibit 1

Account #	Fund	Account Description	Amount	Comments
54404400-40000	Solid Waste	Use of Fund Balance	\$ (150,000.00)	
54404400-70667	Solid Waste	Recycle Transfer Fee	\$ 150,000.00	
		Net Transaction:	\$ -	

Dear Valued Supplier,

As we reach the half way point of 2019, we wanted to take a moment to inform you about the current status of the recycling market. As many of you have witnessed over the last 18 months we have seen some declining markets for recycled paper, cardboard, plastic and metals. This trend has continued over the last few months and led to some of the most challenging recycling markets in the last 10 years.

Over this period, there have been several negative factors that have adversely affected the balance between supply and demand and we expect this trend to continue for several more months.

As a result of these events, the prices for most commodities have declined for the past few consecutive months to points we have not seen in over a decade. Although it is almost impossible to predict future market conditions, we are expecting downward prices to continue over the next few months. We know, in the Midwest, there are several new consumers coming online later in 2019 and 2020 which we believe will help to restore a better balance in the market.

What does this mean for you, our customers?

For some suppliers this may mean commodity values have dipped to a point where you may see negative values on monthly statements which could lead to monthly invoices. We hope this is a short term challenge and we have tried to make concessions to minimize the impact this has on your business. Traditionally, commodity values are high enough to cover collection and processing charges. Unfortunately, that is not the current status for some materials but we do believe recycling is still an economical option and environmental sound solution compared to sending to the landfill.

Please be assured we value your business and our relationship very much. We are working very hard to make this downward market as painless as possible on your business. If you have questions on how we can improve the economics of your recycling program please reach out to your sales person or call me personally.

We will keep you informed of any changes in the market. We thank you for your business and ask for your continued loyalty during this downturn. Please let our past performance be indicative of the future. We look forward to a continued business relationship for years to come.

If you should have any other questions or would like to discuss this further please do not hesitate to contact me.

Sincerely,

Todd Shumaker

Todd Shumaker
Director of Business Development
309-275-1941



ecologyactioncenter.org

FOR IMMEDIATE RELEASE April 11, 2019
CONTACT: Michael Brown, 309-454-3169 ext.11

Recycling Not in “Crisis” According to Local Recycling Companies

On an almost daily basis, more reports are appearing in the news about the a perceived recycling crisis related to the Chinese “Green Fence” ban on imports of many types of waste materials that went into effect in China at the beginning of 2018. Even worse, rumors are spreading that recyclers are secretly landfilling the materials they collect for a lack of markets.

Recyclers in Bloomington-Normal say that's not the case—they would lose more money if they were to do that. Collecting and transporting recyclables to their sorting facilities only to turn around and pay to have them landfilled simply doesn't make economic sense. But what is true is that weak markets and high contamination rates are real challenges that have real impacts.

According to local recyclers such as Midwest Fiber and Area Disposal, increased rates of contamination are making recycling more difficult and more expensive. The more contaminants mixed in with recyclables that enter a Materials Recovery Facility (MRF), the more work it takes to sort the recyclables, removing the bad from the good. Increased contamination requires more people on the sorting lines and the conveyors to move slower, so processing costs per ton go up.

The Ecology Action Center, working with local recyclers and as part of a statewide anti-contamination initiative launched last year, has completely changed their recycling messaging to help reduce contamination. “It's really simplified at this point—there are no gray areas,” says Michael Brown, Executive Director of the EAC. “The new messaging clearly illustrates what materials are acceptable in curbside recycling programs. Anything that is not shown as acceptable is now unacceptable—we need to err on the side of caution to reduce the contamination rates sufficiently.”

The EAC's new recycling flyer is available for download as a pdf file at recyclebn.org/#newrecyclingguidelines or is available for free by stopping by the Ecology Action Center, the City of Bloomington Public Works Department, or the Town of Normal Public Works Department during their respective regular business hours.

###



NEW! QUICK AND EASY RECYCLING GUIDELINES

METAL



Steel & Aluminum Containers and Foil.
No spray paint cans or pesticide cans.

PAPER

Cardboard
(flattened), Office
Paper, Newspaper,
& Magazines



GLASS



Containers: Bottles & Jars Only

**NOTE: Residential & commercial customers
of Area Disposal Company—glass materials
are no longer accepted for recycling.**

PLASTIC



Containers: Bottles, Tubs, Jugs, and Jars Only. Replace lids & caps.

YES!

Clean & Empty

**HELP STOP RECYCLING CONTAMINATION. IF IT IS NOT SHOWN ABOVE
AS ACCEPTABLE, THEN IT IS NOT! IF IN DOUBT, THROW IT OUT!**



No Plastic Bags
No Plastic Wrap
(return bags clean to retailer)



No Big Items
(Electronics, Wood, Propane Tanks, Scrap
Metal or Styrofoam—check with Ecology
Action Center for other options)

NO!

No materials in bags*
put in loose



No Tangles (Hangers, Hoses,
Wire, Cords, Ropes or Chains)



No Clothing, Textiles or
Shoes (donate to HSHrenew.org)



No Food, Liquid, Diapers,
Batteries or Needles



No Shredded Paper
unless bagged (*exception)

These guidelines represent the common items accepted in most recycling programs in Illinois. To find out more detail, including recycling and reuse programs beyond the bin, visit RecycleBN.org or contact the Ecology Action Center at 309-454-3169.



Download the FREE **Recycle Coach™** app



Search "Recycle Coach"

- Instant answers to all of your recycling questions—including access to a full list of recycling options for items that cannot be placed in curbside carts
 - Bonus features for Bloomington and Normal residents: access information on services specific to your address or set reminders for your trash and recycling pickup
 - Access to educational resources on recycling
-

OTHER Recycling and Reuse Options in Bloomington-Normal

BATTERIES (small fee may apply)

Interstate Batteries 1115 E Lafayette St.
309-663-5911

Batteries + Bulbs 1715 Bradford Ln.
309-585-3407

FURNITURE & HOME GOODS

Appliances must be in **working** condition.
Please call ahead for donation details.

Habitat ReStore 1402 W Washington St.
309-454-6047

Mission Mart 301 E Oakland Ave. 309-828-7356

Recycling Furniture For Families 515 N Center St.
309-829-6500

CFL LIGHT BULBS

Batteries + Bulbs 1715 Bradford Ln.
309-585-3407 (small fee may apply)

Home Depot 795 Veterans Pkwy 309-452-4031

Lowes 2101 E Empire St. 309-661-6467

Menards 900 Greenbriar Dr. 309-452-6299

PLASTIC SHOPPING BAGS

Can be taken to your local grocery store

CLOTHING/SHOES/TEXTILES

Mission Mart 301 E Oakland Ave. 309-828-7356

AUTOMOTIVE FLUIDS

(Motor oil and antifreeze)

Team Automotive 1223 S Adelaide St.
309-454-5454

HOUSEHOLD HAZARDOUS WASTE

See **HHWmclean.org**

ELECTRONICS (residential only)

It is against state law to dispose of consumer electronics with household garbage. For business electronic waste, please call the Ecology Action Center at 309-454-3169.

Normal Public Works 1301 Warriner St.
309-454-9571

PHARMACEUTICALS

(Prescription and over the counter)

Walgreens 1525 N Veterans Pkwy 309-661-8613

Bloomington Police Dept. 305 S East St.
309-820-8888

Normal Police Dept. 100 E Phoenix Ave.
309-454-9535

Eastland Pharmacy (inside OSF St. Joseph Medical Center) 1505 Eastland Dr. 309-664-0505

LATEX PAINT

Latex based paint is not hazardous. Pour latex paint out in thin layers on a disposable material, such as old newspapers or cardboard. Allow each layer to dry completely then roll up the newspaper and rubbery paint, and throw it in the trash. ***This is only acceptable for latex paints.*** Oil-based paint is a household hazardous waste and requires disposal at a permanent facility or collection event. ***Please see HHWmclean.org for more information.***

REUSE WITH FREecycle

Household items including usable paint can be given away to or requested by McLean County community members with this free service.

See **groups.freecycle.org/McLeanColl**



CONSENT AGENDA ITEM NO. 7.N

FOR COUNCIL: November 25, 2019

SPONSOR: City Clerk Department

WARD IMPACTED: Ward 1

SUBJECT: Consideration and action on the Application of Amazing Space Venue, LLC, d/b/a Pure Sterling, located at 11 Currency Drive, requesting a Class EAS (Entertainment, All Types of Alcohol, and 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 Department.

RECOMMENDED MOTION: The proposed License be approved, contingent upon compliance with all building, health and safety codes.

STRATEGIC PLAN LINK:

-Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

-Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents

BACKGROUND: The Bloomington Liquor Commission met on October 8, 2019, to consider the Application of Amazing Space Venue, LLC, d/b/a Pure Sterling, to be located at 11 Currency Drive, for a Class EAS (Entertainment, All Types of Alcohol, and 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.

The Liquor Commission voted unanimously to positively recommend the application to the City Council, contingent upon compliance with all building, health and safety codes. Draft minutes of the Liquor Commission's Public Hearing are attached.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, on September 28, 2019, a public notice was published in the Pantagraph. Seventy-three courtesy copies of the public notice were mailed to properties within 500 feet.

FINANCIAL IMPACT: The current annual license fee for a Class EAS liquor license is \$2,950, which will be recorded in the Non-Departmental Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2020 Budget Book titled "Budget Overview & General Fund" on page 120. The establishment will collect and pay all applicable taxes including State Sales Tax, Home Rule Sales Tax and Food & Beverage Tax.

COMMUNITY DEVELOPMENT IMPACT: ED-1.2 Focus on retention and expansion of existing businesses.

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

Respectfully submitted for Council consideration.

Prepared by: Amanda Mohan, Records and Licensing Specialist

Reviewed by:



Tara Henry, Legislative Assistant

11/20/2019



Chris Tomerlin, Budget Manager

11/20/2019

George Boyle

George Boyle, Assistant Corporation Counsel

11/21/2019



Tara Henry, Legislative Assistant

11/21/2019

Recommended by:



Tim Gleason, City Manager

Attachments:

- CLK 4B Amazing Space_Letter of Intent_Redacted
- CLK 4C Amazing Space_Lease Amendment_Redacted
- CLK 4D Application Pure Sterling Creation (EAS) - Redacted
- CLK 4E Amazing Space DBA Registration_Redacted
- CLK 4F Public Notice - Pure Sterling Creation (EAS)
- CLK 4G Draft Liq Com Minutes 10-08-2019_Pure Sterling

Letter of Intent

To Whom it May Concern:

This is a letter of intent to amend the address of the business, Amazing Space Venue LLC from 11 Currency Drive, Bloomington, IL 61704 to 11 Currency Drive Side B, Bloomington, IL 61704.

Morine Inc dba Gold's Gym occupies the address of 11 Currency Drive Side A, Bloomington, IL 61704.

Please amend the address of Amazing Space Venue LLC to all applications and other business documents with its address included.

Sincerely,

John Morgan

Owner

Date: 11-15-19

Lease Amendment (to include address of each business)

This Lease ("Lease") Amendment is executed, entered into and delivered as of the 11-15-19 ("Execution Date"), by and between (i) **Morine Inc.** located at 11 Currency Drive Side A, Bloomington, IL 61704, as the landlord ("Landlord"), and (ii) **Amazing Space Venue LLC**, located at 11 Currency Drive Side B, Bloomington, IL 61704 as the tenant ("Tenant").

In consideration of the terms which are contained in this Lease, Landlord and Tenant expressly agree as follows:

Amazing Space Venue LLC will provide:

- Events
- Bar Services

Morine Inc will provide:

- Facility and Equipment
- Utilities
- Restrooms

Amazing Space Venue LLC will pay Morine Inc [REDACTED] per month, due the first of every month, starting September 1 2019, terminated with a 90 day notice.

LANDLORD: **Morine Inc**

TENANT: **Amazing Space Venue LLC**

By: [REDACTED]

By: [REDACTED]

OFFICE USE ONLY
Submittal Date: 9/14/19
Renewal Type (A, SA): Annual
Staff Initials: E



Business Contact Sheet

PLEASE FILL IN YOUR BUSINESS INFORMATION CLEARLY AND COMPLETELY.

Legal Name (Individual, Partnership, Corporation/LLC): Amazing Space Venue LLC
Doing Business As (D/B/A): Pure Sterling
Business Address: 11 Currency Dr
City/State: Bloomington, IL
Zip Code: 61704
Business Phone Number: (309) 530-2467
Business Email Address: [REDACTED]

Please list an email address where all billing information will be received by the business. Please note that if this email address changes, it is the responsibility of the business to notify the City to ensure all information is received.

Billing Email Address: [REDACTED]

License Renewals

Please list those responsible for License Renewals for the above establishment.

Primary Contact:
Name: Billie Jo Sterling Phone Number: [REDACTED]
Address: [REDACTED] City/State: [REDACTED] Zip Code: [REDACTED]
Alternate Contact:
Name: John Morgan Phone Number: [REDACTED]
Address: [REDACTED] City/State: [REDACTED] Zip Code: [REDACTED]
Manager:
Name: Liz Czaplewski Phone Number: [REDACTED]
Address: [REDACTED] City/State: [REDACTED] Zip Code: [REDACTED]



Liquor License Application Questionnaire

TO THE APPLICANT:

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

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

LEGAL REQUIREMENTS:

- | | | |
|---|---------------------------------------|---------------------------------------|
| 1. Have you attained the age of 21 years? | Y ☒ | N ☐ |
| 2. Have you ever had a Bloomington liquor license revoked for any cause? | Y ☐ | N ☒ |
| 3. Have you been a resident of the City of Bloomington for one year? | Y ☒ | N ☐ |
| 4. Are you eligible for a state retail liquor dealer's license? | Y ☒ | N ☐ |
| 5. Are you a citizen of the United States? | Y ☒ | N ☐ |
| 6. Is the manager of the establishment ineligible to hold a liquor license for any reason other than citizenship or residence? | Y ☐ | N ☒ |
| 7. Are you a person of good character and reputation? | Y ☒ | N ☐ |
| 8. Have you ever been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor? | Y ☐ | N ☒ |
| 9. Do you own or have a valid lease to the premises for which the license is sought? | Y ☒ | N ☐ |
| 10. Have you ever been convicted of a felony under the laws of the United States or any state? | Y ☐ | N ☒ |
| 11. Have you ever been convicted of being the keeper, or are you now the keeper of a house of prostitution? | Y ☐ | N ☒ |
| 12. Is a holder of over 5% of corporate stock ineligible to hold a liquor license for any reason other than citizenship or residence? (If applicant is a corporation) | Y ☐ | N ☒ |
| 13. Have you ever been convicted of pandering or any other crime opposed to decency and morality | Y ☐ | N ☒ |
| 14. Is the establishment located within 100' of any church, school, hospital, home for aged, indigent persons, or war veterans, their wives or children? | Y ☐ | N ☒ |



NATURE OF LICENSE:

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

TYPE DESCRIPTION

- CA Clubs - All Types of Liquor
- CB Clubs - Beer and Wine Only
- EA Entertainment/Recreational Sports Venue - All Types of Liquor
- EB Entertainment/Recreational Sports Venue - Beer and Wine Only
- GPA Convenience Store - All Types of Liquor
- GPB Convenience Store - Beer and Wine Only
- PA Package Sales - All Types of Liquor
- PB Package Sales - Beer and Wine Only
- RAP Restaurant & Package Sales - All Types of Liquor
- RA Restaurant - All Types of Liquor
- RB Restaurant - Beer and Wine Only
- TAP Tavern & Package Sales - All Types of Liquor
- TA Tavern - All Types of Liquor
- TB Tavern - Beer and Wine Only
- S Sunday Sales

2. What type of establishment do you intend to operate with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) EA
Entertainment/Recreational Sports Venue - All types
3. State the significance of a liquor license to your establishment, present or future:
Events may request alcoholic beverages, we will provide a mobile bar service
4. How will a liquor license of the kind requested benefit the City of Bloomington and its residents? We intend to work with Special Olympics, BNC PA, and many other community venues
5. Upon what facts do you base your answers to the previous question? During a recent open house it was expressed a mobile bar service would benefit many events
6. Do you intend to furnish live entertainment in the establishment to be licensed? 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 the sale of alcohol? Y ☒ N ☐
a. If you answered "YES" to the previous question, from what sources will such revenue be derived? weddings, specialty events

8. Do you intend to obtain an additional license for any of the following:

Y ☐ N ☒ Public Dancing*

Y ☐ N ☒ Tobacco*

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

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

*ALL ADDITIONAL LICENSES REQUIRE ADDITIONAL APPLICATION AND FEE PER LICENSE TYPE.

AMUSEMENT

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

MISCELLANEOUS

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

IMPACT OF ESTABLISHMENT:

1. State the location of your establishment:

Address: 11 Cuwency DR City/State: Bloomington IL Zip: 61704

2. What hours will the establishment be open? * varies based on event

DAY	TIME OPEN	DAY	TIME CLOSE
Monday:	<u>Varies</u>	Monday:	<u>Varies</u>
Tuesday:	<u>Varies</u>	Tuesday:	<u>Varies</u>
Wednesday:	<u>.. ..</u>	Wednesday:	<u>.. ..</u>
Thursday:	<u>.. ..</u>	Thursday:	<u>.. ..</u>
Friday:	<u>.. ..</u>	Friday:	<u>.. ..</u>
Saturday:	<u>.. ..</u>	Saturday:	<u>.. ..</u>
Sunday:	<u>.. ..</u>	Sunday:	<u>.. ..</u>

3. What type or types of building(s) adjoin the establishment? Gold's Gym

a. If any adjoining buildings are office or commercial, approximately what hours are they open for business? Mon-Thurs 4a-11pm Friday 4a-9pm
Sat and Sun 7a-7pm

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.): Currency - dead end
Commerce, Veterans

5. How much additional traffic do you expect the establishment with a liquor license to generate? None - with or without Pure Sterling
traffic remains the same

6. Describe on and off street parking facilities to handle traffic anticipated: 450 car parking, 3 exits, and overflow
parking on property

7. How many establishments with liquor licenses are located within the immediate area of your establishment? 3 to 4

8. What do you estimate to be the demand for your establishment in the area in which it is or will be located? Primarily weekends, or as needed
for events and weddings

9. Upon what facts do you base your answer to the previous question? _____

Anticipated part-time venue

RESPONSIBILITY:

1. If establishment is presently in operation, attach a financial statement of the establishment's last fiscal year.

2. If establishment is not presently in operation, attach a statement showing your assets and liabilities (or if a corporation, the assets and liabilities of the corporation).

3. Do you now or have you ever had a Bloomington liquor license? Y ☐ N ☒

- a. If you answer to the previous question is "YES", how many times have you been found guilty by the Bloomington Liquor Commission of violating Bloomington's liquor Ordinance? _____

DATED this 25 day of Sept, 20 19.

SIGNED: _____

John Morgan

Printed Name

Signature

OWNER

Title

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 EAS LICENSE to sell Malt Vinous Beverages, pursuant to Chapter 6 of the Bloomington City Code 1960.

2. The undersigned applicant is (Check One and Complete the Corresponding Section):

☐ an Individual

☐ a Partnership

☐ a Corporation

If an Individual:

Name: _____

Age: _____

Address: _____

City/State/Zip: _____

Have you been a legal resident of the City of Bloomington for more than one (1) year? Y ☐ N ☐

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: _____

Have you been a legal resident of the City of Bloomington for more than one (1) year? Y ☐ N ☐

Name: _____

Age: _____

Address: _____

City/State/Zip: _____

Have you been a legal resident of the City of Bloomington for more than one (1) year? Y ☐ N ☐

If a Corporation/LLC:

Date of Incorporation: 5-23-19

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

(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 (if more space is needed, attach additional page):

Name: John Morgan

Title: Owner / Operator

Address: _____

City/State/Zip: _____

Name: _____

Title: _____

Address: _____

City/State/Zip: _____



3. Location and description of the premises or place of business to be operated under this license: 11 Curreney Drive adjacent to Golbs Gym Facility is on dead end road neighboring gravel pit and brewery
- a. Legal Name: Amazing Space Venue, LLC
- b. D/B/A: Pure Sterling

-- Please answer the following questions by selecting 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, please 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, list the information of the building owner:
Name: _____ Term of Lease: _____ to _____
Address: _____ City/State/Zip: _____
- Y ☐ N ☒ Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code 1960 in connection with the proposed sale of alcoholic beverages?



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

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

Dated this 4 day of Sept, 2019

A. Individual

_____	_____
Printed Name of Applicant	Signature of Applicant

B. Partnership

Business Name	
_____	_____
Printed Name of Partner	Signature of Partner
_____	_____
Printed Name of Partner	Signature of Partner

C. Corporation/LLC

Corporate Name	
<u>John Morgan</u>	_____
Printed Name of President	Signature of President
ATTEST	
_____	_____
Printed Name of Secretary	Signature of Secretary
And the following officers, directors, or majority stockholders:	
_____	_____
_____	_____

CONTINUE TO NEXT PAGE FOR NOTARY ACKNOWLEDGEMENT



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 25th day of September, 2019, who deposes and says that he/she has read the foregoing application subscribed by him/her, and that the matters stated herein are true to the best of his/her knowledge and belief.

Shane E. Fredrick
Notary Public

My Commission Expires: Nov. 28th, 2022





Application for the Sunday 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:

Amazing Space Venue LLC
NAME OF APPLICANT

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

1. A CLASS EA 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.

CONTINUE FOR SIGNATURE PAGE



Dated this 4th day of Sept, 2019

A. Individual

_____	_____
Printed Name of Applicant	Signature of Applicant

B. Partnership

Business Name	
_____	_____
Printed Name of Partner	Signature of Partner
_____	_____
Printed Name of Partner	Signature of Partner

C. Corporation/LLC

<u>Amazing Space Venue, LLC</u>	
Corporate Name	
<u>John Morgan</u>	_____
Printed Name of President	Signature of President
ATTEST	
_____	_____
Printed Name of Secretary	Signature of Secretary
And the following officers, directors, or majority stockholders:	
_____	_____
_____	_____

CONTINUE TO NEXT PAGE FOR NOTARY ACKNOWLEDGEMENT



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 ^{25th} day of September, 2019, who deposes and says that he/she has read the foregoing application subscribed by him/her, and that the matters stated herein are true to the best of his/her knowledge and belief.

A handwritten signature in cursive script, appearing to read 'Shane M', written over a horizontal line.

Notary Public

My Commission Expires: Nov. 28, 2022

SECTION THREE

Required Documents to be Submitted



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/12/2019

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

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

PRODUCER
Kuhl Insurance Agency Inc
632 W Jefferson St
Morton IL 61550-1540

CONTACT NAME: Andrea Clark

PHONE (A/C, No, Ext):

FAX (A/C, No):

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: UNDERWRITERS AT LLOYDS

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Amazing Space Venue, LLC
11 Currency Drive
Bloomington IL 61704

AMAZING-01

REVISION NUMBER:

COVERAGES

CERTIFICATE NUMBER: 680471434

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
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMPIOP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB ☐ OCCUR						AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
A	Liquor Liability				7/12/2019	7/12/2020	E.L. DISEASE - POLICY LIMIT \$
							Combined Single Limit \$1,000,000

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

CERTIFICATE HOLDER

City of Bloomington
109 E. Olive Street
Bloomington IL 61701

CANCELLATION

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

David Z...

© 1988-2015 ACORD CORPORATION. All rights reserved.

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

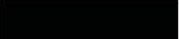
Coverage for acts of terrorism is already included in the policy (including any quotation for insurance) to which this notice applies. You should know that, under the policy, any losses caused by certified acts of terrorism would be partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 90% (85% in respect of losses occurring after 31 December 2006) of covered terrorism losses exceeding the statutorily established deductible paid by the insurer providing the coverage. The portion of your annual premium that is attributable to coverage for certified acts of terrorism as defined in the Terrorism Risk insurance Act is: **\$NIL**.

I ACKNOWLEDGE THAT I HAVE BEEN NOTIFIED THAT UNDER THE TERRORISM RISK INSURANCE ACT OF 2002, AS AMENDED, ANY LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM UNDER MY POLICY COVERAGE WILL BE PARTIALLY REIMBURSED BY THE UNITED STATES AND I HAVE BEEN NOTIFIED OF THE AMOUNT OF MY PREMIUM ATTRIBUTABLE TO SUCH COVERAGE.

Name: **Amazing Space Venue, LLC**

Date: **12 July 2019**

Insurer: **Certain Underwriters at Lloyd's**

Policy Number: 



Form approved by Lloyd's Market Association



Lloyd's Certificate

LIQUOR LIABILITY INSURANCE

This Insurance is effected with certain Underwriters at Lloyd's, London (not incorporated).

This Certificate is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

The Assured is requested to read this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

In the event of a claim under this Certificate, please notify the following Correspondent:

Donald Gaddis Company, Inc
104 S. Michigan Ave., Suite 1025
Chicago
IL
60603

ILLINOIS LIQUOR
CERTIFICATE
LII 12 (01/07)

LLOYD'S ILLINOIS, INC.
Attorney-in-Fact for
Underwriters at Lloyd's, London (not incorporated)
181 W. Madison Street, Suite 3870. Chicago, Illinois 60602-4541

**This Schedule of Warranties is attached to and forms part of LII 12 (01/07) – Location One
UNDERWRITERS AT LLOYD'S, LONDON (not incorporated)**

Previous No.

Authority Ref. No. [REDACTED]

Certificate No. [REDACTED]

Statement 1. (A) Name and Address of Assured (Licensee)

**Amazing Space Venue, LLC
11 Currency Dr
Bloomington
Illinois
61704**



(B) Name and Address of Assured (Owner)

**Morine, Inc
11 Currency Dr
Bloomington
Illinois
61704**

Statement 2. This Insurance is limited to sales or gifts of alcoholic liquor made by the Licensee(s) named in Statement 1(A) at the following premises:

**11 Currency Dr
Bloomington
Illinois
61704**

which are **inside** the corporate limits of such city, town or village

Statement 3. The insured premises will close **before 2am** which time represents the latest closing time of the insured premises on any day of the week during the Insurance period.

Statement 4. The classification of risk, amount of gross annual receipts from sales of alcoholic liquor, and the premium for the Insurance period are as stated below:

Classification of Risk	Amount of Gross Annual Receipts	Premium	Fee	Total
------------------------	---------------------------------------	---------	-----	-------

HALL OPERATOR & OR CATERER (WITH SALE TO PUBLIC)

Statement 5. No company nor Underwriters at Lloyd's, London has cancelled or refused to issue or renew Liquor Liability Insurance on the risk herein described during the past five years, except as follows:

No Reason: N/A

INSURANCE PERIOD

The Insurance period shall be from **12 July 2019** to **12 July 2020** both days at 12:01 a.m. Central Standard Time.

LIMIT OF LIABILITY

Combined Single Limit \$1,000,000

FORMS ATTACHED:

LII 12 (01/07)

By:

Donald Gaddis Company, Inc

THE ASSURED WARRANTS THAT THE FOREGOING WARRANTY STATEMENTS ARE FULL, TRUE AND COMPLETE AND THAT THE BREACH OF ANY OF SAID WARRANTIES SHALL RENDER THIS INSURANCE NULL AND VOID.

IT IS AGREED, by and between the Assured(s) named and described in Statement I of the attached Schedule of Warranties (hereinafter called the "Assured") and Underwriters, that the Statements contained in the attached Schedule of Warranties (hereinafter called the "Schedule"), together with the Insurance period and limits of liability set forth therein, are made a part of this Insurance and constitute and are the basis of this Contract of Insurance, and that the Assured has warranted, and by the acceptance of this Insurance, does warrant that the Statements contained in the Schedule are full, true and complete.

INSURING AGREEMENT

In consideration of the foregoing and payment of the premium, Underwriters agree, subject to all the terms, conditions, limits and exclusions herein set forth, to indemnify the Assured against all sums for which the Assured shall become legally liable, by reason of Section 6-21 of An Act of the General Assembly of the State of Illinois, entitled "An Act relating to alcoholic liquors" in force February 1, 1934, and all laws amendatory thereof (hereinafter called the "Illinois Liquor Control Act"), to anyone who, during the Insurance period, shall be injured in person or property by any intoxicated person, or shall suffer injury to society or means of support by any intoxicated person, or in consequence of the intoxication of any person.

Underwriters will defend and pay Claim Expenses for any civil action seeking damages to which this Insurance applies under Section 6-21 of the Illinois Liquor Control Act, even if groundless, false or fraudulent. Underwriters further agree to make such investigation or settlement of any claim or civil action that Underwriters deem expedient, but Underwriters shall not be obligated to pay any claim or judgment or to defend any civil action after the limit of Underwriters' liability has been exhausted by payment of judgments or settlements or the tender of said limit to the Assured or into court.

LIMIT OF LIABILITY

Combined Single Limit. The liability of Underwriters shall not exceed the amount set forth in the Schedule as the "Combined Single Limit" which shall be the aggregate limit for all the Assured's legal liability under this Insurance arising out of the intoxication of any one person.

Past Sales. In respect to any injury resulting from the selling or giving of alcoholic liquor prior to the Insurance period, the liability of Underwriters shall not exceed the amount of insurance provided nor shall such liability in any event exceed the amount of the Assured's prior insurance which was applicable to such injury and in force at the time of such selling or giving, covering the type of risks covered hereunder and applying to the premises described in Statement 2 of the Schedule (hereinafter called the "Premises")

EXCLUSIONS

Exclusions To Owner And Licensee. Underwriters do not agree to indemnify the Assured named in Statements I(A) and I(B) of the Schedule (hereinafter called the "Licensee" and "Owner," respectively) against sums said Assured may become liable to pay:

- (1) to anyone who owns or controls any interest in the business of selling or giving alcoholic liquor at the Premises whether or not such person is named on the license; or
- (2) to anyone for injury to property belonging to, or leased to, or in the care, custody or control of the Owner or the Licensee.

Exclusions To Licensee. Underwriters do not agree to indemnify the Assured named in Statement I(A) of the Schedule against sums said Licensee may become liable to pay:

- (1) to any employee of the Licensee or person acting on behalf of the Licensee who shall be injured in person, or property, or who shall suffer injury to society or means of support as a result of his consumption of alcoholic liquor while engaged in the business of the Licensee; or
- (2) to anyone who shall be injured in person, or property, or who shall suffer injury to society or means of support caused by or in consequence of intoxication resulting from alcoholic liquor sold or given to an employee or person acting on behalf of the Licensee which are consumed while such employee or person is engaged in the business of the Licensee; or
- (3) to anyone who shall be injured in person, or property, or who shall suffer injury to society or means of support caused by or in consequence of intoxication resulting from alcoholic liquor sold or given to the Licensee or to a person who owns or controls any interest in the business of selling or giving alcoholic liquors at the Premises whether or not such person is named on the license.

DEFINITIONS

As used in this Insurance and the Schedule

- (1) "Owner" means any person, firm, corporation or entity owning, renting, leasing or permitting the occupation of the Premises, either in his own right or in any fiduciary capacity, or having charge thereof as agent, general lessee, or receiver, but does not include any person engaged in the selling or giving of alcoholic liquors. The provisions and exclusions contained in this Insurance applicable to a Licensee shall apply to an Owner engaged in selling or giving alcoholic liquors at the Premises.
- (2) "Licensee" means any person, firm, corporation or entity duly licensed to carry on the business of selling or giving alcoholic liquors at the Premises in accordance with all laws and ordinances in force where such Premises are located.
- (3) "Insurance period" means the inception date of this insurance to the insurance expiration date set forth in the Schedule or the earlier termination date, if any.
- (4) "Claim Expenses" means:
 - (a) fees charged by any lawyer designated by Underwriters;
 - (b) all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a claim, if incurred by Underwriters; and
 - (c) interest upon that part of any judgment for which Underwriters are liable.The payment of Claims Expenses will not reduce the Combined Single Limit of Liability set forth in the Schedule of Warranties.
- (5) "Society" means the mutual benefits that each family member receives from the other's continued existence, including love, affection, care, attention, companionship, comfort, guidance, and protection.
- (6) "Family" means spouse, children, parents, brothers and sisters

CONDITIONS

This Insurance is subject to all the conditions hereinafter set forth or endorsed hereon, all of which are to be deemed conditions precedent to the liability of underwriters.

(1) Assured's Duties in Event of Claim or Suit-Cooperation Clause.

- (a) **Notice.** Upon the happening of any circumstance likely to give rise to a claim under this Insurance, or upon the receipt by the Assured of notice or knowledge of any claim, the Assured shall give immediate written notice to the Correspondent of all facts and circumstances. The written notice should identify the claimants and time and place of the incident.
 - (b) **Claims and Civil Actions.** The Assured shall immediately forward to the Correspondent every demand, summons or other legal process received by the Assured or his representative if a claim is made or a civil action is brought against the Assured.
 - (c) **Cooperation.** The Assured shall cooperate with Underwriters and at Underwriters' request will submit to examination and interrogation by a representative of Underwriters, under oath if required, and shall assist in effecting settlement, securing and giving evidence, in obtaining the attendance of witnesses and in the conduct of civil actions and give a written statement or statements to Underwriters' representatives and attend meetings with such representatives for the purpose of investigation and or defense, all without charge to Underwriters.
 - (d) **Admissions.** The Assured shall not voluntarily assume or admit any liability nor, without Underwriters' prior consent, settle any claim or civil action or incur any expenses except at his own cost.
- (2) **Premium.** Underwriters or the Correspondent shall have the right to require of the Assured at any time within the Insurance period or one year thereafter a sworn statement of the entire amount of gross annual receipts from the sale of alcoholic liquor during the whole or any specified part of the Insurance period and the Assured shall furnish said statement within ten days after request. The statement referred to shall be subject to verification and audit by a duly authorized representative of Underwriters who shall have the right and opportunity to examine the books and records of the Assured as respect such gross annual receipts and such examination may be made at any time during the Insurance period and within one year thereafter.
- (3) **Appeal from Judgment Exceeding Limit of Liability.** If the amount of any judgment from which Underwriters shall elect to appeal exceeds the amount for which Underwriters are liable and Underwriters or their attorneys shall give notice to the Assured of their intention to appeal from such judgment, designating in such notice the surety upon the bond required to be filed to stay the effect of such judgment, then unless the Assured shall within five days thereafter deposit with such surety cash, or securities, or other form of indemnity acceptable to such surety, equal to that portion of such judgment in excess of the amount for which Underwriters are liable, Underwriters may undertake proceedings to review said judgment to be conducted without giving any bond, and until the termination of such proceedings, Underwriters shall not be liable to pay to anyone any amount of money by reason of such judgment, or to protect the Assured against the levy of any execution issued upon said judgment, or any proceeding taken to enforce or collect said judgment or to reimburse the Assured for any moneys paid upon said judgment pending such appeal, if such judgment shall be reversed.

- (4) **Assignment of Interest.** No assignment of this Insurance, or of any interest under it, shall bind Underwriters unless their consent shall be endorsed hereon. If death, bankruptcy or insolvency of the Assured shall occur while this Insurance is in force, and written notice thereof is furnished to the Correspondent, within thirty days thereafter, this Insurance shall cover the legal representative of the Assured.
- (5) **Other Insurance.** If any claim under this Insurance is also covered in whole or in part, by any other insurance, the liability of Underwriters hereunder for loss and claim expenses shall be limited to their pro rata proportion of the total limit of liability applicable to the claim.
- (6) **Subrogation.** Underwriters shall be entitled, if they so desire, to prosecute in the name of the Assured to the extent of Underwriters' loss, for their own benefit, any claim for indemnity or damages or otherwise against any person.

INSURANCE PROVISIONS

- (1) **Forfeiture.** This entire insurance contract shall be void if, whether before or after a loss, the Assured has wilfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the Assured therein, or in case of any fraud or false swearing by the Assured relating thereto.
- (2) **Signatures Required.** This Insurance shall not be valid unless signed by the Correspondent and countersigned by the Attorney-in-Fact on the Schedule.
- (3) **Correspondent and Attorney-in-Fact Not Insurers.** Neither the Correspondent nor the Attorney-in-Fact is an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those individual Underwriters at Lloyd's, London whose names can be ascertained as herein before set forth.
- (4) **Cancellation.**
- (a) **Cancellation Notice.** If this Insurance is cancelled after the inception date, earned premium must be paid for the time the Insurance has been in force. Subject to the Notice Period provision contained in part (b) below, this Insurance may be cancelled by the Assured at any time by written notice or by surrender of this Contract of Insurance to the Correspondent issuing this Insurance, in which case Underwriters shall retain the short rate premium in accordance with the table set forth herein as the earned premium, but in no event less than \$100; This Insurance may also be cancelled with or without the return or tender of the unearned premium by Underwriters by mailing notice of cancellation to the Assured at the last mailing address known by Underwriters. If cancelled by Underwriters or the Assured when the Assured is retiring from business, Underwriters shall receive earned premium on a pro rata basis. The Correspondent shall maintain proof of mailing of such notice on a recognized US Post Office form or a form acceptable to the US Post Office or other commercial mail delivery service and a copy of such notice shall be sent to the Assured's insurance producer and to the mortgagee or lienholder, if known, at the last mailing address known by Underwriters. The mailing of such notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice subject to the Notice Period provision contained in part (b) below.
- (b) **Notice Period.** (i) Notice of Cancellation by Underwriters: notice of cancellation must be mailed at least 30 days prior to the date cancellation is effective during the first 60 days of coverage. After coverage has been in effect for 61 days or more, all notices must be mailed at least 60 days prior to the date cancellation is effective. Where cancellation is for nonpayment of premium, 10 days' notice shall be given.
In addition, where required by law, Underwriters or the Correspondent on behalf of Underwriters, shall mail to the Local Liquor Control Commissioner or other state, city or local public official as required by law, notice of cancellation at least 30 days prior to the date cancellation is effective except where cancellation is for nonpayment of premium, in which case, 10 days' notice shall be given unless a longer period is required by law.
- (ii) Notice of Cancellation by the Assured: if this Insurance is cancelled by the Assured, cancellation shall be effective on the date specified by the Assured, except that if required by law, cancellation shall be effective only after the Assured has provided Underwriters with satisfactory proof that the Assured gave the Local Liquor Control Commissioner or other state, city or local public official as required by law, 30 days prior notice of cancellation or if the Assured does not provide Underwriters with such satisfactory proof, cancellation shall be effective only after Underwriters or the Correspondent on behalf of underwriters has given the required 30 days prior notice of cancellation on behalf of the Assured to the Local Liquor Control Commissioner or other state, city or local public official as required by law.
- (c) **Return Premium.** Underwriters shall refund the premium less the earned portion thereof on demand subject always to the retention by Underwriters of any minimum premium stipulated herein in the event of cancellation by Underwriters or the Assured.
- (d) **Reason for Cancellation.** If this Insurance has been in effect for 60 days, Underwriters can cancel only for one of the following reasons: (i) nonpayment of premium; (ii) the Insurance was obtained through material misrepresentations; (iii) the Assured violated any of the terms and conditions of the Contract of Insurance; (iv) the risk originally accepted has measurably increased; (v) certification to the Director of Insurance of the State of Illinois of the loss of reinsurance by Underwriters which provided coverage to Underwriters for all or a substantial part of the underlying risk insured; (vi) a determination by the Director of Insurance of the State of Illinois that the continuation of this Insurance could place Underwriters in violation of the insurance laws of the State of Illinois.
- (5) **Service of Suit.** In the event of any litigation arising out of insurance assumed hereunder, the Attorney in Fact named on the front hereof and the Director of Insurance of the State of Illinois and his successors in office are hereby appointed agents to accept service of process for Underwriters.
- (6) **Assured's Insolvency.** The insolvency or bankruptcy of the Assured shall not release Underwriters from any of their obligations under this Insurance.
- (7) **Complaints.** If you have any complaints concerning your Insurance, please contact the Correspondent. If he is unable to resolve the matter, you may contact the Attorney-in-Fact. You may also seek the assistance of the Public Service Section, Illinois Department of Financial and Professional Regulation, Division of Insurance Springfield, Illinois 62767

Short Rate Cancellation Table For Term of One Year.

Days Insurance in Force	Percent of one year Premium	Days Insurance in Force	Percent of one year Premium	Days Insurance in Force	Percent of one year Premium	Days Insurance in Force	Percent of one year Premium
1.....	5%	66 - 69.....	29%	154 - 156.....	53%	256 - 260.....	77%
2.....	6	70 - 73.....	30	157 - 160.....	54	261 - 264.....	78
3 - 4.....	7	74 - 76.....	31	161 - 164.....	55	265 - 269.....	79
5 - 6.....	8	77 - 80.....	32	165 - 167.....	56	270 - 273 (9 mos).....	80
7 - 8.....	9	81 - 83.....	33	168 - 171.....	57	274 - 278.....	81
9 - 10.....	10	84 - 87.....	34	172 - 175.....	58	279 - 282.....	82
11 - 12.....	11	88 - 91 (3 mos).....	35	176 - 178.....	59	283 - 287.....	83
13 - 14.....	12	92 - 94.....	36	179 - 182 (6 mos).....	60	288 - 291.....	84
15 - 16.....	13	95 - 98.....	37	183 - 187.....	61	292 - 296.....	85
17 - 18.....	14	99 - 102.....	38	188 - 191.....	62	297 - 301.....	86
19 - 20.....	15	103 - 105.....	39	192 - 196.....	63	302 - 305 (10 mos).....	87
21 - 22.....	16	106 - 109.....	40	197 - 200.....	64	306 - 310.....	88
23 - 25.....	17	110 - 113.....	41	201 - 205.....	65	311 - 314.....	89
26 - 29.....	18	114 - 116.....	42	206 - 209.....	66	315 - 319.....	90
30 - 32 (1 mos).....	19	117 - 120.....	43	210 - 214 (7 mos).....	67	320 - 323.....	91
33 - 36.....	20	121 - 124 (4 mos).....	44	215 - 218.....	68	324 - 328.....	92
37 - 40.....	21	125 - 127.....	45	219 - 223.....	69	329 - 332.....	93
41 - 43.....	22	128 - 131.....	46	224 - 228.....	70	333 - 337 (11 mos).....	94
44 - 47.....	23	132 - 135.....	47	229 - 232.....	71	338 - 342.....	95
48 - 51.....	24	136 - 138.....	48	233 - 237.....	72	343 - 346.....	96
52 - 54.....	25	139 - 142.....	49	238 - 241.....	73	347 - 351.....	97
55 - 58.....	26	143 - 146.....	50	242 - 246 (8 mos).....	74	352 - 355.....	98
59 - 62 (2 mos).....	27	147 - 149.....	51	247 - 250.....	75	356 - 360.....	99
63 - 65.....	28	150 - 153 (5 mos).....	52	251 - 255.....	76	361 - 365 (12 mos).....	100

SECTION FOUR

Tax Information

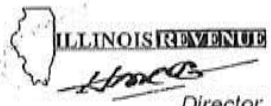
Verify that all of your Illinois Business Authorization information is correct.

Verify that the information below correctly represents your business location. In particular, be sure to verify that the information correctly represents whether you are within or outside of a municipality. If you have registered for Sales and Use Tax and the retail sales location listed is incorrect, contact our Local Tax Allocation Division at 217 785-6518.

**Bloomington
McLean County**

For all other corrections, contact our Central Registration Division at 217 785-3707.

If all of the information is correct, 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 the attached Illinois Business Authorization unless the information displayed is incorrect or until it expires.** Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

OFFICIAL DOCUMENT	State of Illinois - Department of Revenue	OFFICIAL DOCUMENT
Illinois Business Authorization		
AMAZING SPACE VENUE LLC		Loc. Code: 057-0001-9-001
DBA: AMAZING SPACE		Bloomington
11 CURRENCY DR		McLean County
BLOOMINGTON IL 61704-9398		
Expiration Date: 7/8/2020	Certificate of Registration Sales and use taxes and fees	(4328-5015)
		
		 Director
	OFFICIAL DOCUMENT	Issued Date: 07/08/2019

To whom it may concern,

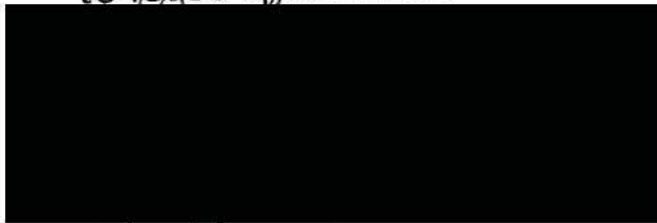
Regarding the property at 11 Currency Drive, Bloomington Illinois.

It is owned by John Morgan

I, John Morgan, a, the owner of Morine Inc.

I have started a business under the same roof and have incorporated it as AMAZING SPACE. A banquet and reception hall venue.

For accounting, other tax and financial needs, this business is completely separate. Accordingly, a lease has been constructed to lease space from "Morine Inc"



John Morgan

Lease

This Lease ("Lease") is executed, entered into and delivered as of the July 1, 2019 ("Execution Date"), by and between (i) **Morine Inc.**, as the landlord ("Landlord"), and (ii) **Amazing Space Venue LLC LLC**, as the tenant ("Tenant").

In consideration of the terms which are contained in this Lease, Landlord and Tenant expressly agree as follows:

Amazing Space Venue LLC will provide:

- Events
- Bar Services

Morine Inc will provide:

- Facility and Equipment
- Utilities
- Restrooms

Amazing Space Venue LLC will pay Morine Inc [REDACTED] per month, due the first of every month, starting September 1 2019, terminated with a 90 day notice.

LANDLORD: **Morine Inc**

TENANT: **Amazing Space Venue LLC**

By: [REDACTED]

By: [REDACTED]

BOND OF LICENSE
FOR THE SALE OF INTOXICATING LIQUOR

Know All Men by these presents, that we, Amazing Space Venue, LLC

11 Currency Dr, Bloomington, IL 61704-9398

as principal and West Bend Mutual Insurance Company

PO Box 620976, Middleton, WI 53562-0976

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 10th *day of* July, *A.D. 20* 19
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 EA *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.

Andrea K. Clark (Seal)

_____ (Seal)

_____ (Seal)

STATE OF Illinois _____

COUNTY OF ___Tazewell_____

On this 10th day of July, 2019 before me personally appeared Andrea K. Clark with whom I am personally acquainted, who, being by me duly sworn, said: That she is Attorney-in-Fact of West Bend Mutual Insurance Company, the corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of said Company; that said seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors thereof and of his/her office under the Standing Resolutions of said Company; and that he/she signed his/her name thereto as Attorney-in-Fact by like authority.



Sandra L. Miller
Sandra L. Miller, Notary Public

NOTARY STAMP

My commission expires:



THE SILVER LINING®

Bond No. [REDACTED]

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Andrea Clark

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: **Two Thousand Dollars (\$2,000.00)**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 22nd day of September, 2017.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 22nd day of September, 2017, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli A. Benedum
Juli A. Benedum
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

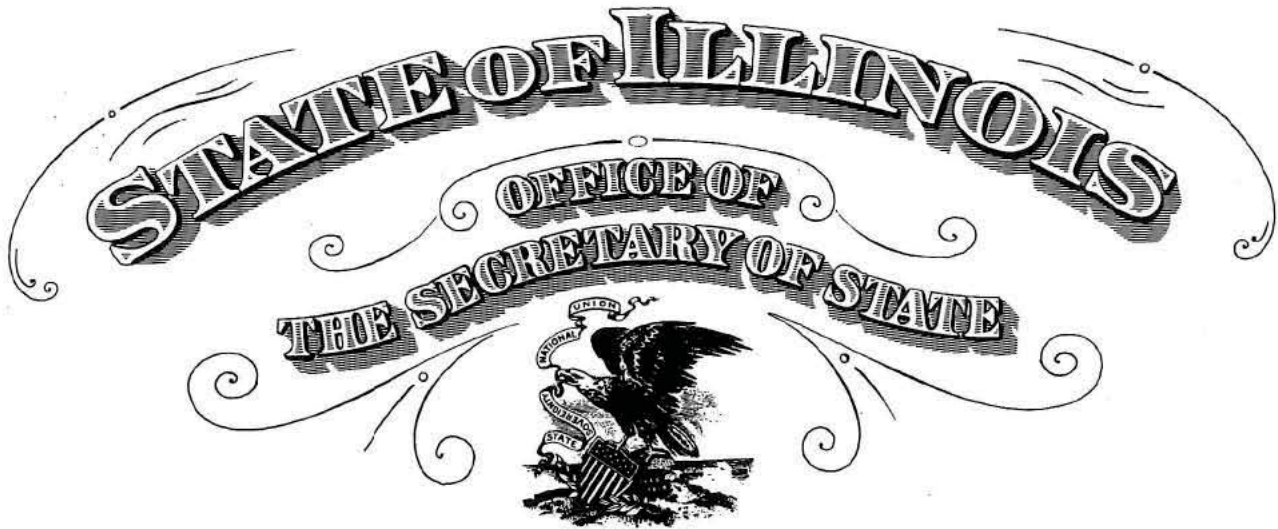
Signed and sealed at West Bend, Wisconsin this 10th day of July, 2019



Heather A. Dunn
Heather Dunn
Vice President - Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.

File Number [REDACTED]



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

AMAZING SPACE VENUE, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON MAY 23, 2019, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 4TH
day of SEPTEMBER A.D. 2019 .

Jesse White

Authentication #: [REDACTED] verifiable until 09/04/2020

Authenticate at: <http://www.cyberdriveillinois.com>

SECRETARY OF STATE



**Bloomington / Normal
Food & Beverage Tax
Registration Form**

Illinois Business Tax (IBT) #: [REDACTED]

Date Business started at this location (Month\Day\Year):

June 2, 2019

Describe your type of Business:

Venue Space

DBA Business Name:

Amazing Space Venue LLC

Address:

11 Currenay Drive Bloomington, IL 61704

Contact:

John Morgan

Phone:

11 Currenay Drive Bloomington

Fax:

Email:

Owner/Corporate Name:

(If different from above)

Same

Address:

Contact:

Phone:

Fax:

Email:

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

Type of Organization:

☐

Sole Proprietorship

☐

Corporation

☐

Other

☐

Partnership

☒

LLC

Mail,
Drop Off,
Fax, or
Email to:

Address: City Hall
Finance Department
Room 100
109 E. Olive Street
Bloomington, IL 61702

Fax: 309-434-2463

Email: finance@cityblm.org

Phone: 309-434-2233

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

Signature of Officer Empowered to Sign

John Morgan - OWNER

Print Name and Title

Date

9-4-19



Office of the Secretary of State Jesse White
CYBERDRIVEILLINOIS.COM

Corporation/LLC Search/Certificate of Good Standing

LLC File Detail Report

File Number	07834063
Entity Name	AMAZING SPACE VENUE, LLC
Status	ACTIVE

Entity Information

Principal Office
11 CURRENCY DRIVE
BLOOMINGTON, IL 617040000

Entity Type
LLC

Type of LLC
Domestic

Organization/Admission Date
Thursday, 23 May 2019

Jurisdiction
IL

Duration
PERPETUAL

Agent Information

Name

REGISTERED AGENTS INC.

Address

1900 E GOLF RD STE 950A
SCHAUMBURG , IL 60173

Change Date

Thursday, 23 May 2019

Annual Report

For Year

Filing Date

00/00/0000

Managers

Name

Address

MORGAN, JOHN
11 CURRENCY DRIVE
BLOOMINGTON, IL 61704

Assumed Name

ACTIVE

PURE STERLING

Series Name

NOT AUTHORIZED TO ESTABLISH SERIES

[Return to Search](#)

[File Annual Report](#)

[Adopting Assumed Name](#)

Amanda Mohan

From: Billie Jo Sterling-Scott [REDACTED]
Sent: Wednesday, September 25, 2019 3:04 PM
To: Amanda Mohan
Subject: Receipt for DBA Pure Sterling

Follow Up Flag: Follow up
Flag Status: Flagged

Download Adobe Reader

The document created in the status review step above is provided as a PDF file. software properly installed and configured in order to view and print your document.

If you are still experiencing problems retrieving your document please forward it to businessservices@ilsos.gov with a brief description of the problem.

Transaction Information	
File Number	[REDACTED]
Proposed Name	PURE STERLING
Packet Number	1569439533205256
Date of Payment	September 25, 2019
Confirmation Number	[REDACTED]

Payment Information	
Transaction Amount	\$30.00
Payment Processor Fee	\$1.00
Total Fee	\$31.00

[Print Receipt](#) [Exit](#)

[Cyberdriveillinois.com](http://cyberdriveillinois.com) [Amber Alert](#) [National Cash](#)

Sent from my iPhone

CITY OF BLOOMINGTON
PUBLIC HEARING NOTICE

On Tuesday, October 8, 2019 at 4:00 PM, 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 Amazing Space Venue, LLC, d/b/a Pure Sterling, located at 11 Currency Drive, for a Class EAS (Entertainment, All Types of Alcohol, and 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.

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 by mail at 109 E. Olive St., Bloomington, IL 61701, by telephone at (309) 434-2240, or by email at cityclerk@cityblm.org. City Hall is equipped with a text telephone (TTY) that may also be reached by dialing (309) 829-5115.

Leslie Yocum, City Clerk

Publication Date: September 28, 2019, Pantagraph Newspaper

Commissioner Renner confirmed with the Clerk the notices were mailed to properties within 500 feet of the proposed establishment and then confirmed with Mr. Boyle that this is the standard for new a business. Both staff members responded affirmatively. Commissioner Renner also expressed concern that even with the standard mailed notices, and with the exception of a few neighborhood activists, there was no neighborhood representation for or against the applicant. Commissioner Renner proposed a compromise by conditioning the opening hours of operation from 7:00 a.m. to 10:00 a.m. with the option for the applicant to request the condition be removed after six months' time, where the applicant would appear again before the Liquor Commission.

Commissioner Powell made a motion, seconded by Commissioner Renner, to recommend approval of the item with the condition that the hours the establishment can be open will be from 10:00 a.m. to 12:00 (midnight), the applicant would be permitted to return in six months from the issuance of the license to request removal of the condition, and the license be issued contingent upon compliance with all health and safety codes.

Commissioner Jordan made a motion to amend the pending motion to add a condition to require that the licensee be required to provide invoices as well as receipts and documentation of revenue from the State of Illinois. The motion died for a lack of a second.

Discussion was had by the Commission. Commissioner Powell stated she believed putting additional restrictions on this applicant was unfair when the Commission has not made it a requirement of other businesses. Commissioner Renner reiterated the process the applicant would go through should they wish to request the hours be adjusted. Commissioner Jordan requested the names of the other establishments the applicants own be provided if or when a request is made to remove the condition.

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

Ayes: Commissioners Powell and Renner.

Nays: Commissioner Jordan.

Motion carried.

The following was presented:

Item 6. Public Hearing on the Application of Amazing Space Venue, LLC, d/b/a Pure Sterling, requesting a Class EAS (Entertainment, All Types of Alcohol, and Sunday Sales) liquor license, located at 11 Currency Drive, 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 Department.

Commissioner Renner opened the Public Hearing at 4:33 p.m.

Billie Jo Scott, representative and bar manager of Amazing Space Venue, LLC, d/b/a Pure Sterling, after being sworn, addressed the Commission and explained Amazing Space is a new venue space in Bloomington and Pure Sterling would supply the bar service for events.

Commissioner Jordan inquired if the bar service would be available during non-event times. Ms. Scott confirmed it would only be available during events and explained that Pure Sterling would be the primary bar service for Amazing Space, but event coordinators would have the option to outsource if they wish.

Commissioner Jordan inquired if they intended to apply for video gaming. Ms. Scott advised they would not seek a video gaming license at this time.

Commissioner Powell inquired about the closing hours and if the staff was BASSET trained. Ms. Scott stated they would only operate until 12:00 a.m. midnight and Amazing Space has had events, and none have gone past midnight. She also confirmed that all staff is BASSET trained and that bar services will be available in a six-hour package.

Commissioner Jordan questioned how liquor would be controlled with a crowd of all ages at an event. Ms. Scott stated they intended to use a wristband system and check IDs each time before serving alcohol.

Commissioner Renner asked George Boyle, Assistant Corporation Counsel, for any additional comments or questions. Mr. Boyle asked for clarification if the space itself is leased and if she had ownership interest in the business. Ms. Scott stated she rents a room where the alcohol and portable bars are stored, and she does not have ownership in the business.

Mr. Boyle continued by inquiring how the DRAM Shop Insurance is listed. Ms. Scott stated the DRAM Shop Insurance is under the name of Amazing Space. Mr. Boyle followed up by explaining the City's Ordinances state the licensee must have a lease for the space or have ownership interest in the space. Ms. Scott responded she does have a lease with the event space and it was provided with the application.

Mr. Boyle mentioned the application noted a public dancing license would not be applied for and inquired if there would be dancing at the events. Ms. Scott responded stating she believed the license was already approved for the banquet facility. Mr. Boyle questioned how the banquet facility is different from the applicant. Ms. Scott responded stating Amazing Space owns Pure Sterling which would provide the bar service. She continued by stating the event space was already approved and has hosted events where alcohol was served.

Mr. Boyle stated he did not see a single defined spaced owned by one owner. He asked Ms. Scott if they were a subsidiary of the banquet hall. Ms. Scott asked for clarification. Mr. Boyle asked for confirmation if the company she was representing was Amazing Space. Ms. Scott confirmed affirmatively and added they were doing business as Pure Sterling. Mr. Boyle asked for confirmation on the owner of the banquet hall. Ms. Scott stated John and Kathy Morgan are the owners as submitted in the application, that she was only the representative, and that she should be managing Pure Sterling. Mr. Boyle acknowledged he and the applicant spoke previously regarding clarification on the ownership, but that he still did not see a single defined spaced owned by one owner or provider in a unified ownership.

Commissioner Renner asked for clarification from Mr. Boyle who confirmed that in order to have a liquor license, there must be an owner or lessor of the space where alcohol will be served. Commissioner Renner asked Ms. Scott for confirmation of a lease. Ms. Scott stated they have a lease for a room where the alcohol and portable bars will be stored. Mr. Boyle explained that lease would only be for the storage of alcohol and a liquor license must be for the area where alcohol would be served. Commissioner Renner asked for confirmation from Ms. Scott that she provides the alcohol service in the space, but that area is not the space she rents. Ms. Scott stated she does not rent it.

Mr. Boyle stated an Entertainment liquor license would allow for service on the premises and the premises shall be defined as the space where the alcohol is drawn, poured and served, not the place where it is stored. Commissioner Renner confirmed with Mr. Boyle the leased space is where the alcohol would be drawn, poured and served. Mr. Boyle responded

affirmatively. Commissioner Renner inquired how businesses serve liquor at places such as the Davis Lodge. Mr. Boyle responded, explaining those businesses would serve pursuant to a Class W Catering License or pursuant to another type of license, but those businesses cannot serve alcohol pursuant to an on-premise liquor license.

Ms. Scott stated they initially submitted the application under Pure Sterling with herself as the primary applicant but were instructed to make modifications by the City Clerk Department. She continued, explaining John and Kathy Morgan own the space and are the applicant.

Commissioner Powell stated the application listed John Morgan as applicant and owner of Amazing Space. She continued, explaining she believed he would be the one to receive the liquor license. Commissioner Renner confirmed with Ms. Scott that she is simply the spokesperson attending the meeting in their place.

Commissioner Renner asked Mr. Boyle if he had any additional questions or comments. Mr. Boyle confirmed with the Commission Amazing Space, LLC, which is a Limited Liability Company and not an individual, doing business as Pure Sterling, represented by Ms. Scott, was requesting a Class EAS liquor license. The Commission responded affirmatively. Mr. Boyle asked for confirmation of the owners of the LLC. Ms. Scott stated John Morgan is the primary owner with his wife, Kathy Morgan.

Commissioner Jordan asked Amanda Mohan, Deputy Clerk, for comments on the application. Ms. Mohan responded explaining as she understood, John Morgan was the owner of the building, which is Amazing Space, LLC, and that he also owns Pure Sterling. Ms. Mohan explained the application was initially submitted as Pure Sterling with Billie Jo Scott as the owner, which was inaccurate since John Morgan owns Amazing Space, LLC. Ms. Mohan continued, stating Ms. Scott is the manager of Pure Sterling which was the doing business as and from her understanding, Ms. Scott attended the meeting as a representative in place of the owner.

Commissioner Jordan asked if the City Clerk Department considers the owner as the applicant for the liquor license. Ms. Mohan responded affirmatively.

Commissioner Renner asked if there was anyone who would like to speak for or against the application, and no one came forward.

Commissioner Renner closed the Public Hearing at 4:47 p.m.

Commissioner Powell made a motion, seconded by Commissioner Jordan, to recommend approval of the item contingent upon compliance with all health and safety codes.

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

Ayes: Commissioners Renner, Powell, and Jordan.

Nays: None.

Motion carried.

The following was presented:

Item 7. Consideration and action on the continuation for Complaint and Citation of Grand Café, LLC, d/b/a Grand Café - Oakland Avenue, located at 2205 E. Oakland, Suite A2, for violating Chapter 6, Section 37(e)(12) of the Bloomington City Code for failure to pay City of Bloomington Food and Beverage taxes for the months of April through June, 2019, as requested by the Legal Department.

REGULAR AGENDA



REGULAR AGENDA ITEM NO. 8.A

FOR COUNCIL: November 25, 2019

SPONSOR: Finance Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on awarding the Request for Proposal (RFP# 2020-21) for the FY2019 Taxable Capital Equipment Lease to J. P. Morgan for \$4,629,023, as requested by the Finance Department.

RECOMMENDED MOTION: The proposed Request for Proposal be awarded.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: In 2011, the City began replacing its aging inventory on a rolling basis utilizing capital lease financing. This inventory includes a diverse range of equipment and vehicles which are used to provide services to residents across the City. The City has been successful in obtaining low interest rates by soliciting each capital lease. The total outstanding capital lease principal is \$4,629,023. (Please see Exhibit 1 for the equipment list by department).

The FY2019 budget included purchasing the capital equipment and vehicles listed on Exhibit 1, through our capital lease program. Please note that all listed assets have already been purchased in FY2019 and the executed capital lease will reimburse spent funds, leaving the annual debt service in its place. Given this, debt service for these purchases was included in the FY2020 budget. The capital lease program includes a five or ten year lease based on the useful life of an asset being financed.

A Request for Proposal (RFP) was issued on October 24, 2019 and seven (7) qualified responses were received. Primary emphasis for the award was placed on the proposed costs, which include interest and fees:

	5 Year	10 Year	Total Cost
JP Morgan	2.39%	2.39%	343,093
TD Equipment	2.38%	2.66%	358,823
Busey Bank	2.35%	2.50%	363,261
Commerce Bank	2.49%	2.92%	382,311
US Bancorp	2.59%	2.89%	389,505
Bank Funding LLC	2.61%	3.15%	406,877
BMO Harris	2.96%	3.01%	430,213

JP Morgan's proposed amortization was a blended 10 year, at 2.39% with a total cost of \$343,093. JP Morgan has a local office within the City.

The FY2020 Budget included paying cash for a portion of the fiscal year's equipment needs; with the intent to strategically strive toward removal of the use of financing for this purpose.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: An RFP was published in the Pantagraph on October 24, 2019 and posted to the City's website the same day. Twenty-six (26) financial institutions were mailed invitations to submit a proposal on the RFP. Seven (7) responses were received, all of which were considered qualified.

FINANCIAL IMPACT: The estimated interest rate cost is approximately \$343,100 over ten years. The principal and interest expenditures for this Capital Lease were budgeted in FY 2020 from the following line items within each department: 73401 - Principal Expense, and 73701 - Interest Expense. Additionally, Stakeholders can see information related to the Capital Lease Program in the FY 2020 Adopted Budget Book titled "Other Funds & Capital Improvement" beginning on page 81.

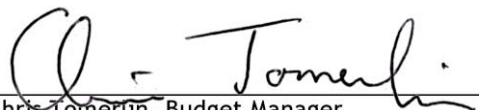
COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by: F. Scott Rathbun, Finance Director

Reviewed by:



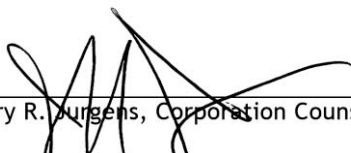
Chris Tomertin, Budget Manager

11/14/2019



F. Scott Rathbun, Finance Director

11/15/2019



Jeffery R. Jurgens, Corporation Counsel

11/20/2019



Tara Henry, Legislative Assistant

11/20/2019

Recommended by:



Tim Gleason, City Manager

Attachments:

- FIN 2B FY19 Capital Equipment Lease Exhibit 1

FY2019 Capital Equipment Lease - Exhibit 1

Capital Lease Equipment List - 60 Months		
Description	Amount	Department
2-Forensic Analysis Computers Workstations	\$ 26,748	IS
APC Smart-UPS SRT 6000VA RM UPS 6000	\$ 6,332	IS
Transend Migrator Software	\$ 5,980	IS
Promise Vess Expansion Chassis J2600SD Storage-Disk Array	\$ 15,496	IS
38- Panasonic CF-33 Toughbook Laptop Computers	\$ 260,870	IS
DocuSign Enterprise Pro Edition Software	\$ 24,770	IS
100 AXON Body Worn Cameras, 74 AXON In-Car Cameras	\$ 29,203	IS
2-HPe Proliant DL380-G10 SMB Server	\$ 20,658	IS
Cambium 550 PTP Link: City Hall to Lincoln Parking Garage	\$ 7,000	IS
Police Dept Core Switch Stack Catalyst 9300 Network Switch	\$ 21,768	IS
City Hall Switch Stack Catalyst 9300 Network Switch	\$ 21,242	IS
Access Control Upgrade/Replacement for Police Department	\$ 186,233	IS
Toro Ground Master 4000 Mower	\$ 53,432	Parks
2020 Kenworth T270 Garbage Truck with New Way 6RL Diamondback 6YD Packer	\$ 128,322	Parks
2019 Dodge Grand Caravan	\$ 29,148	Parks
9-2019 Ford Utility Explorers P	\$ 360,910	Police
2019 Ford Transit Van	\$ 58,387	Police
3-Bullard Thermal Imaging Cameras	\$ 25,785	Fire
4-Lifepak 15 Cardiac Monitor/Defibrillators	\$ 93,170	Fire
Outdoor Warning Siren	\$ 36,435	Fire
2019 Chevrolet Colorado Pickup	\$ 23,288	Code Enforcement
2019 FORD F350 PICKUP TRUCK UNIT 97	\$ 36,613	Streets
2020 HV507 SFA Dump Truck	\$ 188,419	Streets
2020 HV507 SFA Dump Truck	\$ 185,982	Snow & Ice Removal
Caterpillar Model 430F2IT Backhoe Loader	\$ 185,865	Sewer
2020 HV507 SFA Dump Truck	\$ 170,548	Sewer
2018 Crane Carrier model LDT2-30 with Automated Arm Refuse Truck	\$ 352,804	Solid Waste
2-2019 T370 Kenworth Knuckleboom Trucks	\$ 308,820	Solid Waste
2-JRB 2.25 Cubic Yard Multi Purpose Loader Buckets	\$ 21,500	Solid Waste
ODB LTC600 Belt Driven Leaf Vacuum Leaf Collector	\$ 35,774	Solid Waste
2-2020 HV507 SFA Dump Trucks	\$ 289,064	Solid Waste
64-2019 Club Cars Golf Carts for The Den at Fox Creek Golf Course	\$ 153,274	Golf
1 John Deere ProGator 2020A GPS Sprayer for 3 Golf Courses	\$ 82,608	Golf
Arena Zamboni 552AC Ice Resurfacer	\$ 123,030	Arena
Arena EAW Audio Sound System components	\$ 12,328	Arena
	\$ 3,581,808	
Capital Lease Equipment List - 120 Months		
Description	Amount	Department
New Engine Peirce 107 Foot Aerial Truck	\$ 1,047,215	Fire
Total	\$ 4,629,023	



REGULAR AGENDA ITEM NO. 8.B

FOR COUNCIL: November 25, 2019

SPONSOR: Economic Development Department

WARD IMPACTED: Ward 4

SUBJECT: Consideration and action on an Ordinance Approving a Development Agreement By and Between the City of Bloomington, McLean County, Illinois, and Mala, LLC and Carmala, LLC (Lu Lu's Pizza - 802 East Washington Street), as requested by the Economic Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

-Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

- Objective 3e. Strong working relationship among the City, businesses, economic development organizations
- Objective 3d. Expanded retail businesses
- Objective 3c. Revitalization of older commercial homes
- Objective 3a. Retention and growth of current local businesses

BACKGROUND: 802 E. Washington Street, the Subject Property, is located at the northeast corner of Washington Street and Clinton Street. The Subject Property is zoned B-1, General Commercial District and is adjacent to other properties zoned B-1 General Commercial. Surrounding uses include offices, a car wash, a Speed Lube oil change facility, Custom Car Care pre-owned car dealership, and Franzetti's Pantry Plus convenience store. In 1964, the Subject Property was improved with a Mr. Quick's drive-in restaurant. Mr. Quick's was demolished in 2002. Since then, the Subject Property has been vacant except for a large billboard located on the site.

Mark Allen and Carl Muench, the owners of the Speed Lube oil change facility at 710 East Washington Street, purchased the Subject Property on March 23, 2016 with the intent to demolish the billboard, construct a new building, and own and operate a pizza restaurant offering video gaming within the new building doing business as "Lu Lu's Pizza" (the "Project"). Mr. Allen and Mr. Muench met with City staff at the one-stop-shop/Project Review Group Meeting on June 28, 2016 to discuss their ideas to develop the site, replicating similar successful developments they had completed in Decatur. Later that day, at staff's recommendation, Mr. Allen and Mr. Muench attended the ground-breaking ceremony for Green Top Grocery where they were impressed by the community's excitement to invest in the Washington Street corridor east of downtown.

On February 26, 2018, the City Council imposed a moratorium on new video gaming machines in the City until March 1, 2019 (Ordinance 2018-13). On February 25, 2019, the City Council extended the moratorium on video gaming until September 1, 2019 (Ordinance

2019-11). On August 26, 2019, the City Council amended the City's ordinances to permit the issuance of new video gaming licenses within the City and imposed a cap of 60 such licensed locations within the City, limited the number of video gaming terminals per location, and required each establishment's revenue from video gaming to not exceed 50% of the establishment's total revenue (Ordinance 2019-65).

Mr. Allen and Mr. Muench still desire to proceed with the Project. With the moratorium on video gaming now ended, they have taken steps to advance the Project, including the submission, review, and approval of a Site Plan by the Planning Commission and City Council (Ordinance 2019-77). Mr. Allen and Mr. Muench have also applied for a Restaurant Liquor License which was recommended by the Liquor Commission on October 8, 2019 and will be considered by the City Council on November 25, 2019.

Mr. Allen and Mr. Muench have requested that the City provide a guarantee that a video gaming license will be available for their business upon completion of the Project. Due to the new cap on the number of licensed video gaming locations in the City, Mr. Allen and Mr. Muench are unwilling to risk the investment required to complete the Project without the certainty of the City being able to grant a gaming license. Accordingly, City staff have drafted the proposed Development Agreement which would provide the guarantee that Mr. Allen and Mr. Muench seek to promote further development in the Washington Street Corridor and see a vacant lot be activated by a new business in a newly constructed building. It should be noted to be awarded the video gaming license, a proper application must still be submitted, and the developers must still meet all the requirements in the City Code on video gaming. Mr. Allen and Mr. Muench also plan to remove the large double-sided billboard on the Subject Property, which staff feel will enhance the attractiveness of the Washington Street Corridor, a key gateway to the City's downtown. Removal of the billboard is a requirement under the agreement. Due to the many benefits that the Project will bring to the City, staff recommend approval of the proposed Development Agreement.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: A public hearing for the Site Plan for the development was held during the Planning Commission meeting on October 9, 2019. The City placed a large, metal notification sign on the Subject Property and mailed notices to the 35 property owners within 500 feet of the Subject Property. No one outside of the applicant spoke in favor or against the application. An adjacent property owner asked questions regarding the site plan and expressed support for the long vacant property to be developed. The Planning Commission voted unanimously, 7-0, to recommend approval of the Site Plan with the technical comments provided by staff, as well as, approval of two variances included.

A public hearing for the liquor license was held during the Liquor Commission meeting on October 8, 2019. Two citizens expressed concerns about the nature and hours of the business. The Liquor Commission sought to address their concerns by placing conditions on the hours of operation of the business.

FINANCIAL IMPACT: The Subject Property is currently a vacant lot with a market value for real estate tax purposes of \$75,660. The 2018-payable 2019 property taxes for the Subject Property were \$2,122. Staff's analysis of the proposed development indicates that the property taxes will increase to approximately \$7,000 per year post-development, resulting in an incremental increase in property taxes of approximately \$5,000 annually for the benefit of all taxing districts. Staff further estimates that the sales tax revenues for the City

generated by the operations of the restaurant will be between \$37,180 to \$42,900 annually. It should be noted that the developer is not requesting any financial incentives/funding from the City to support the Project.

COMMUNITY DEVELOPMENT IMPACT: ED-4.2. Prioritize infill and development to spur growth and reinvestment in the City; ED- 4.4a. Evaluate the existing commercial areas and sites for adaptive reuse, particularly in the context of changing demands; N-1.1c. Improve the walkability to destinations such as schools, parks, and neighborhood commercial centers to preserve and enhance the walkable character of neighborhoods; and D-2.1c. Create and sustain consistent downtown streetscape and design, including gateway areas. Tier 1 Infill Redevelopment priority.

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

Respectfully submitted for Council consideration.

Prepared by: Austin Grammer, Economic Development Coordinator

Reviewed by:



Melissa Hon, Economic Development Director

11/18/2019



Chris Tomertin, Budget Manager

11/19/2019



Jeffery R. Jurgens, Corporation Counsel

11/20/2019



Tara Henry, Legislative Assistant

11/20/2019

Recommended by:



Tim Gleason, City Manager

Attachments:

- ECON DEV 2B Ordinance 2019 - 81 for 802 E Washington Mala LLC Carmala LLC
- ECON DEV 2C Development Agreement_802 E Washington St Mala LLC Carmala LLC 111919
- ECON DEV 2D Development Agreement Signature Page_802 E Washington St Mala LLC Carmala LLC

ORDINANCE NO. 2019 - 81

**AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS
AND MALA, LLC AND CARMALA, LLC
(LU LU'S PIZZA - 802 EAST WASHINGTON STREET)**

WHEREAS, the City of Bloomington, McLean County, Illinois (the "City"), is a home-rule unit of local government organized under the laws of the State of Illinois and is authorized to enter into economic incentive agreements in order to encourage the development or redevelopment of land within the corporate limits of the City; and,

WHEREAS, the City has identified certain commercial areas within its municipal boundaries where private development or redevelopment would significantly improve its tax base and the tax base of all the affected taxing districts and provide new job opportunities for its citizens; and,

WHEREAS, Mala, LLC, an Illinois Limited Liability Company, and Carmala, LLC, an Illinois Limited Liability Company (collectively the "Developer") are the owners of the parcel of land located at the northeast corner of Washington Street and Clinton Street within the corporate boundaries of the City, consisting of generally .31 acres located at 802 East Washington Street (the "Subject Property"); and,

WHEREAS, on March 23, 2016, the Developer acquired the Subject Property with the intent to construct a new building and own and operate a pizza restaurant offering video gaming within the new building doing business as "Lu Lu's Pizza" (the "Project"); and,

WHEREAS, the Mayor and City Council of the City have determined that it is in the best interests of the City and the health, safety and welfare of its residents, for the City to support the Project as set forth in the attached Development Agreement.

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

Section 1. That the Development Agreement by and between the City of Bloomington, McLean County, Illinois and Mala, LLC and Carmala, LLC attached hereto and made a part hereof, is hereby approved and the City Manager and City Clerk are hereby authorized to execute and deliver said Agreement on behalf of the City.

Section 2. The City Manager is hereby authorized and directed to undertake any and all actions as may be required to implement the terms of said Agreement.

Section 3. This Ordinance shall be in full force and effect immediately upon its passage by the Mayor and City Council and approval as provided by law.

PASSED this 25th day of November 2019.

APPROVED this ____ th day of November 2019.

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Leslie Yocum, City Clerk

DEVELOPMENT AGREEMENT
(Lu Lu's Pizza – 802 East Washington Street)

This Development Agreement (the “*Agreement*”) is made and entered into this 25th day of November 2019, by and between the CITY OF BLOOMINGTON, an Illinois municipal corporation (the “*City*”), and Mala, LLC an Illinois Limited Liability Company; and Carmala, LLC, an Illinois limited liability company (collectively the “*Developer*”):

WITNESSETH

WHEREAS, Developer is the owner of the parcel of land located at the northeast corner of Washington Street and Clinton Street within the corporate boundaries of the City, consisting of generally .31 acres located at 802 East Washington Street, currently improved with a double-sided billboard, asphalt parking lot, and the remnants of a building foundation that was formerly used as Mr. Quick’s drive-in restaurant, as legally described on Exhibit A hereto (the “*Subject Property*”); and,

WHEREAS, on July 23, 2012, the City Council amended the City’s ordinances to permit video gambling within the City as permitted by state law (Ordinance 2012-50); and,

WHEREAS, on March 23, 2016, the Developer acquired the Subject Property with the intent to demolish the billboard, construct a new building, and own and operate a pizza restaurant offering video gaming within the new building doing business as “Lu Lu’s Pizza” (the “*Project*”); and,

WHEREAS, on February 26, 2018, the City Council imposed a moratorium on new video gaming machines in the City until March 1, 2019 (Ordinance 2018-13); and,

WHEREAS, on February 25, 2019, the City Council extended the moratorium on video gaming until September 1, 2019 (Ordinance 2019-11); and,

WHEREAS, on August 26, 2019, the City Council amended the City’s ordinances to permit the issuance of new video gaming licenses within the City, but imposed a cap of 60 such licensed locations within the City, limited the number of video gaming terminals per location, and required each establishment’s revenue from video gaming to not exceed 50% of the establishment’s total revenue (Ordinance 2019-65); and,

WHEREAS, on October 28, 2019, the City Council approved, conditioned on City staff comments be addressed, a site plan dated September 11, 2019 submitted by the Developer detailing the Developer’s plan to construct an approximately 1,900 square foot restaurant building on the Subject Property (the “*Site Plan*”) (Ordinance 2019-77); and,

WHEREAS, on November 25, 2019, the City Council will consider the Developer’s request for a liquor license for the Project; and,

WHEREAS, the City's codes regulating video gaming licenses require applicants for such licenses to possess a State of Illinois issued video gaming license and the State of Illinois will not issue a gaming license until the completion by the state of an inspection of the applicant's premises; and,

WHEREAS, the Developer has requested that the City enter into an agreement to memorialize the understandings and commitments between the parties, including the ability to operate video gaming terminals at the Subject Property (the "*Licenses*") upon the completion of construction of the Project; and,

WHEREAS, the City deems it to be in the best interests of the City for the Subject Property to be developed in the manner intended by the Developer, and for the City to induce the Developer to construct the Project by ensuring the allowance of video gaming as set forth herein; and,

WHEREAS, this Agreement is intended to establish the terms and conditions under which the Developer will receive assistance from the City in support of the Project; and,

WHEREAS, this Agreement is adopted pursuant to the home rule powers of the City;

NOW, THEREFORE, in consideration of the foregoing recitals and the exchange of mutual consideration as set forth herein, the Developer and the City agree as follows:

Section 1. Recitals. The recitals set forth above are incorporated into and made a part of this Section 1 as if fully stated herein.

Section 2. Developer's Commitments. In consideration of City's commitment to support the Project on the Subject Property in conformity with the terms of this Agreement, the Developer makes the following commitments:

- A.** Developer shall commence construction of the Project on the Subject Property, for a business to be known and advertised as "Lu Lu's Pizza", as detailed in the Site Plan, no later than April 30, 2020 with the completion of construction occurring no later than April 30, 2021. Construction of the Project shall comply in all respects with the requirements of the City Code. The Subject Property and the Project shall be subject to all applicable zoning, building, and life safety codes and ordinances of the City and all accessibility laws of the State of Illinois.
- B.** Developer shall cause the billboard on the Subject Property to be removed no later than December 31, 2020.
- C.** Developer shall pay all fees due to the City related to the construction of the Project and shall pay all required fees for liquor and video gaming licenses.
- D.** Upon issuance of any video gaming and liquor licenses by the City, Developer shall comply with the applicable City Code provisions related to sales of liquor and video gaming in effect at that time and as may be amended in the future.

Section 3. City's Commitments. In consideration of Developer's commitment to undertake the Project on the Subject Property in conformity with the terms of this Agreement, the City shall provide the following guarantees:

- A.** Upon proper application thereof, and receipt of payment of fees required, the City shall issue demolition and construction permits requested by the Developer in connection with the Project so long as the plans submitted by the Developer are in conformance with all applicable codes of the City and the State of Illinois.
- B.** The City shall take the necessary actions to ensure a video gaming license is available and issued for the Project. The video gaming license will not be issued until Developer makes proper application for the license and pays all required fees. Developer's application shall meet the requirements of the City Code pertaining to video gaming which is in effect as of the date of the adoption of this Agreement.
- C.** The City shall not be required to provide any funds to the Developer in support of the Project.

Section 4. Representations of the Developer.

- A.** The Developer and the City are entering into this Agreement in reliance on the special abilities of the Developer to perform or facilitate the performance of the development services, design services, construction management and property management work set forth herein. The Developer covenants with the City to use its best efforts, skills, judgment, and abilities in performing or facilitating such development services, design services, construction management and property management work. The Developer shall observe applicable laws, regulations, rules, codes, ordinances, and orders.
- B.** The Developer represents and warrants that it and all persons subject to its control that must be licensed or registered under any federal, state or local statute or regulation with regard to performing the development services, design services and construction work in relation to the Project will be duly licensed or registered and will maintain their licensing and registration throughout the Developer's performance of such development services, design services and construction management work.
- C.** The Developer shall perform all services hereunder in accordance with generally accepted local standards of care, skill, diligence, and professional competence applicable to professionals engaged in developing and designing projects of similar size and type as the Project.

- D.** Any contractors or subcontractors engaged by the Developer shall comply with all applicable federal, state, and local laws, regulations or codes in connection with the development services, design services and rehabilitation work contemplated by this Agreement.

Section 5. Default and Termination. The Developer shall be deemed to be in default of this Agreement for any of the following reasons:

- A.** The Developer has not commenced or substantially completed construction of the Project as required in Section 2(A) of this Agreement;
- B.** The Developer failed to maintain and operate the Subject Property in accordance with City codes and ordinances prior to and during the construction of the Project;
- C.** The Property is sold at a judicial sale or is conveyed to a third party in lieu of foreclosure; or
- D.** The Developer violated any material provision of this Agreement.

In the event of a default by the Developer, the City may upon thirty (30) days written notice thereof, terminate this Agreement; provided, however, that the Developer shall have the right and opportunity to cure the default within said thirty (30) day period. In the event that the default is not cured within said thirty (30) day period, then this Agreement shall terminate upon the expiration of such period and the City shall thereupon have the right to exercise such additional rights or remedies as it may have in law or equity.

Section 6. Notices. Notices and all other communications must be in writing and addressed as set forth below to the party to whom the notice or request is given. They must be either (a) delivered personally; (b) sent by U.S. certified mail, postage prepaid, return receipt requested; (c) placed in the custody of Federal Express Corporation or other nationally recognized overnight carrier for next day delivery. Notice is deemed given 4 days after deposit into the U.S. mail or twenty-four (24) hours after deposit with an overnight courier. From time to time either party may designate another notice address by giving the other party not less than thirty (30) days advance notice of the change.

Notice to the Developer shall be addressed as follows:

Mala, LLC
Mark R. Allen, Carl R. Muench, Craig A. Minor
924 East Eldorado Street
Decatur, IL 62521

Carmala, LLC
Mark R. Allen and Carl R. Muench
924 East Eldorado Street
Decatur, IL 62521

Notice to the City shall be addressed as follows:

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

Section 6. Claims Against the City. The Developer agrees to defend, indemnify and save harmless the City, its officers, employees and other officials from any and all claims of any nature whatsoever which may arise from the Developer's performance of this Agreement or the Developer's construction of the Project, provided, however, that nothing contained in this Agreement shall be construed as rendering the Developer liable for acts of the City, its officers, agents or employees.

Section 7. Miscellaneous.

- A.** This Agreement represents the parties' final and mutual understanding with respect to the subject matter hereof. It replaces and supersedes any prior agreements or understandings, whether written or oral. This Agreement may not be modified or replaced except by another signed written agreement approved by both parties.
- B.** This Agreement, including any exhibits, constitutes the parties' entire agreement on this subject. There are no written or oral representations or understandings that are not fully expressed in this Agreement. No change, waiver or discharge is valid unless in writing signed by the party against whom it is sought to be enforced.
- C.** Except as otherwise set forth herein, this Agreement shall be governed and construed in accordance with the laws of the State of Illinois. All actions whether sounding in contract or in tort, relating to the validity, construction, interpretation, and enforcement of this Agreement shall be instituted and litigated in the courts of the State of Illinois located in McLean County, Illinois, and in no other. In accordance herewith the parties to this Agreement submit to the jurisdiction of the courts of the State of Illinois, located in McLean County, Illinois.
- D.** The failure by either party at any time to give notice of any breach of or noncompliance with this Agreement is not a waiver of any other rights or remedies under this Agreement.
- E.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable, the provision will be fully severable and will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part of this Agreement, and the remaining provisions of this Agreement will remain in full force and effect.

- F.** Each party and its counsel have reviewed and revised this Agreement. Consequently, the rule of construction that ambiguities are resolved against the drafting party shall not be applicable in interpreting this Agreement or its amendments or Exhibits.
- G.** This Agreement may not be assigned by either party.
- H.** The issuance of the City to the Developer of the Licenses in no way commits the City to permit the Developer or its successors to sell liquor or operate video gaming terminals at the Subject Property in perpetuity. Developer shall conform to the applicable City Code provisions, as may be amended from time to time, in relation to the licenses and shall annually reapply for renewal and pay all renewal fees when due.

Section 8. Effective Date and Term. This Agreement shall take effect upon the date approved by the City and as set forth above. This Agreement shall terminate the earlier of: (i) the City's issuance of the video gaming license to the Developer; or (ii) December 31, 2023.

Section 9. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date set forth above.

CITY OF BLOOMINGTON, an Illinois
municipal corporation

By: _____
Tim Gleason, City Manager

Attest: _____
Leslie Yocum, City Clerk

Carmala, LLC an Illinois limited liability
company

By: _____
Mark R. Allen

Attest: _____

By: _____
Carl R. Muench

Attest: _____

Mala, LLC an Illinois limited liability
company

By: _____
Mark R. Allen

Attest: _____

By: _____
Carl R. Muench

Attest: _____

By: _____
Craig A. Minor

Attest: _____

EXHIBIT A
Legal Description

MR QUICK SUB
LOT 1 .31 ACRES

PIN: 21-04-431-029

c/k/a 802 East Washington Street, Bloomington, IL 61701

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date set forth above.

CITY OF BLOOMINGTON, an Illinois
municipal corporation

By: _____
Tim Gleason, City Manager

Attest: _____
Leslie Yocum, City Clerk

Carmala, LLC an Illinois limited liability
company

By: _____
Mark R. Allen

Attest: _____

By: _____
Carl R. Muench

Attest: _____

Mala, LLC an Illinois limited liability
company

By: _____
Mark R. Allen

Attest: _____

By: _____
Carl R. Muench

Attest: _____

By: _____
Craig A. Minor

Attest: _____



REGULAR AGENDA ITEM NO. 8.C

FOR COUNCIL: November 25, 2019

SPONSOR: City Clerk Department

WARD IMPACTED: Ward 4

SUBJECT: Consideration and action on the Application of Mala, LLC, d/b/a Lu Lu's Pizza, to be located at 802 E. Washington Street, requesting a Class RBS (Restaurant, Beer and Wine Only, and Sunday Sales) Liquor License, which would allow the sale of beer and wine only by the glass for consumption on the premises seven (7) days a week, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed License be approved contingent upon compliance with all building, health and safety codes with the condition that the hours of the establishment be only from 10:00 a.m. to 12:00 a.m. (midnight).

STRATEGIC PLAN LINK:

-Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

-Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents

BACKGROUND: The Bloomington Liquor Commission met on October 8, 2019, to consider the Application of Mala, LLC, d/b/a Lulu's Pizza and gaming, to be located at 802 E. Washington Street, for a Class RBS (Restaurant, Beer and Wine Only, and Sunday Sales) liquor license, which would allow the sale of beer and wine only by the glass for consumption on the premises seven (7) days a week. (Subsequent to the hearing, the applicant requested to change its DBA to "Lulu's Pizza.") Draft minutes of the Liquor Commission meeting are attached to this memorandum. The applicant currently has one bar and two gaming parlors in Decatur, IL and one gaming parlor located in Urbana, IL. At the Liquor Commission meeting, Mark Allen, representative of Mala, LLC, expressed interest in applying for a video gaming license.

The property is currently a vacant lot where a billboard is located. The applicant went before the Bloomington Planning Commission on October 9, 2019 for review of their site plan. The site plan was unanimously approved by the City Council on October 28, 2019.

On Monday, November 11, 2019, Carl Muench, officer of the LLC, emailed the City Clerk Department with a request to change the DBA name from "Lulu's Pizza and Gaming" to "Lu Lu's Pizza."

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, on September 28, 2019, public notice was published in the Pantagraph. One hundred and eighty-eight (188) copies of the Public Notice were mailed to the properties within 500 feet of Mala, LLC, d/b/a Lulu's Pizza.

FINANCIAL IMPACT: The current annual license fee for a Class RBS liquor license is \$1,350, which will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2020 Budget Book titled "Budget Overview & General Fund" on page 120.

The establishment will collect and pay all applicable taxes including State Sales Tax, Home Rule Sales Tax and Food & Beverage Tax.

COMMUNITY DEVELOPMENT IMPACT: ED 4.2 Prioritize infill and redevelopment to spur growth and reinvestment in the City. ED-4.3 Facilitate and enhance pedestrian-friendly neighborhood centers to support mixed use developments.

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

Respectfully submitted for Council consideration.

Prepared by: Amanda Mohan, Records and Licensing Specialist

Reviewed by:


Tara Henry, Legislative Assistant

11/5/2019


Chris Tomertin, Budget Manager

11/5/2019

George Boyle
George Boyle, Assistant Corporation Counsel

11/21/2019


Tara Henry, Legislative Assistant

11/21/2019

Recommended by:


Tim Gleason, City Manager

Attachments:

- CLK 5B Application - Lulu's Pizza & Gaming Creation RBS_Redacted
- CLK 5C Public Notice - Lulu's Pizza & Gaming Creation (RBS)
- CLK 5D Draft Liquor Commission Minutes 10-08-2019 - Lu Lu's Pizza
- CLK 5E Lu Lu's Pizza Name Change Email -Redacted

SECTION TWO

Required Applications to be Completed

OFFICE USE ONLY
Submittal Date: 9/20/19
Renewal Type (A, SA): A
Staff Initials: AM



Business Contact Sheet

PLEASE FILL IN YOUR BUSINESS INFORMATION CLEARLY AND COMPLETELY.

Legal Name (Individual, Partnership, Corporation/LLC): Mala, LLC
Doing Business As (D/B/A): Lulu's Pizza and Gaming
Business Address: 802 E. Washington St.
City/State: Bloomington, IL
Zip Code: 61701
Business Phone Number: [REDACTED]
Business Email Address: [REDACTED]

Please list an email address where all billing information will be received by the business. Please note that if this email address changes, it is the responsibility of the business to notify the City to ensure all information is received.

Billing Email Address: [REDACTED]

License Renewals

Please list those responsible for License Renewals for the above establishment.

Primary Contact:

Name: [REDACTED] Phone Number: [REDACTED]

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

Alternate Contact:

Name: [REDACTED] Phone Number: [REDACTED]

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

Manager:

Name: TBD at time of opening Phone Number: [REDACTED]

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



Liquor License Application Questionnaire

TO THE APPLICANT:

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

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

LEGAL REQUIREMENTS:

- | | | |
|---|---------------------------------------|---------------------------------------|
| 1. Have you attained the age of 21 years? | Y ☒ | N ☐ |
| 2. Have you ever had a Bloomington liquor license revoked for any cause? | Y ☐ | N ☒ |
| 3. Have you been a resident of the City of Bloomington for one year? | Y ☐ | N ☒ |
| 4. Are you eligible for a state retail liquor dealer's license? | Y ☒ | N ☐ |
| 5. Are you a citizen of the United States? | Y ☒ | N ☐ |
| 6. Is the manager of the establishment ineligible to hold a liquor license for any reason other than citizenship or residence? | Y ☐ | N ☒ |
| 7. Are you a person of good character and reputation? | Y ☒ | N ☐ |
| 8. Have you ever been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor? | Y ☐ | N ☒ |
| 9. Do you own or have a valid lease to the premises for which the license is sought? | Y ☒ | N ☐ |
| 10. Have you ever been convicted of a felony under the laws of the United States or any state? | Y ☐ | N ☒ |
| 11. Have you ever been convicted of being the keeper, or are you now the keeper of a house of prostitution? | Y ☐ | N ☒ |
| 12. Is a holder of over 5% of corporate stock ineligible to hold a liquor license for any reason other than citizenship or residence? (If applicant is a corporation) | Y ☐ | N ☒ |
| 13. Have you ever been convicted of pandering or any other crime opposed to decency and morality | Y ☐ | N ☒ |
| 14. Is the establishment located within 100' of any church, school, hospital, home for aged, indigent persons, or war veterans, their wives or children? | Y ☐ | N ☒ |



NATURE OF LICENSE:

1. What class liquor license are you seeking? (Please read descriptions below) RB, S

TYPE DESCRIPTION

CA	Clubs - All Types of Liquor
CB	Clubs - Beer and Wine Only
EA	Entertainment/Recreational Sports Venue - All Types of Liquor
EB	Entertainment/Recreational Sports Venue - Beer and Wine Only
GPA	Convenience Store - All Types of Liquor
GPB	Convenience Store - Beer and Wine Only
PA	Package Sales - All Types of Liquor
PB	Package Sales - Beer and Wine Only
RAP	Restaurant & Package Sales - All Types of Liquor
RA	Restaurant - All Types of Liquor
RB	Restaurant - Beer and Wine Only
TAP	Tavern & Package Sales - All Types of Liquor
TA	Tavern - All Types of Liquor
TB	Tavern - Beer and Wine Only
S	Sunday Sales

2. What type of establishment do you intend to operate with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) Pizza Restaurant

3. State the significance of a liquor license to your establishment, present or future:
Pizza sales will increase

4. How will a liquor license of the kind requested benefit the City of Bloomington and its residents? Development of currently idle property. Will increase sales tax, property tax and employment of approximately 10 to 13 people.

5. Upon what facts do you base your answers to the previous question? We propose to build a new building and hire approximately 10 to 13 people.

6. Do you intend to furnish live entertainment in the establishment to be licensed? 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 the sale of alcohol? Y ☒ N ☐
a. If you answered "YES" to the previous question, from what sources will such revenue be derived? Pizza sales

8. Do you intend to obtain an additional license for any of the following:

- Y ☐ N ☒ Public Dancing*
- Y ☐ N ☒ Tobacco*
- Y ☒ N ☐ Amusement* (If yes, which type: Video gaming)
- Y ☐ N ☒ Miscellaneous* (If yes, which type: _____)

*ALL ADDITIONAL LICENSES REQUIRE ADDITIONAL APPLICATION AND FEE PER LICENSE TYPE.

AMUSEMENT

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

MISCELLANEOUS

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

IMPACT OF ESTABLISHMENT:

1. State the location of your establishment: Bloomington, IL
 Address: 802 E. Washington St. City/State: ~~Decatur, IL~~ Zip: 61701
2. What hours will the establishment be open?

DAY	TIME OPEN	DAY	TIME CLOSE
Monday:	7:00 am	Monday:	1:00 am
Tuesday:	7:00 am	Tuesday:	1:00 am
Wednesday:	7:00 am	Wednesday:	1:00 am
Thursday:	7:00 am	Thursday:	1:00 am
Friday:	7:00 am	Friday:	1:00 am
Saturday:	7:00 am	Saturday:	1:00 am
Sunday:	7:00 am	Sunday:	1:00 am

UPDATED 02/2019

3. What type or types of building(s) adjoin the establishment? None
- a. If any adjoining buildings are office or commercial, approximately what hours are they open for business? NA
- b. If adjoining buildings are predominately residential, are they single or multi- family and what other business establishments are in the area? NA
4. Describe streets immediately adjoining the establishment (e.g. approximate width, one or two-way, parking restrictions, etc.): Property is on the Northeast corner of Clinton and Washington Streets
5. How much additional traffic do you expect the establishment with a liquor license to generate? Minimal
6. Describe on and off street parking facilities to handle traffic anticipated:
No onstreet parking. Approximately 15 on site spaces, provided with shared parking agreement signed for six more across street.
7. How many establishments with liquor licenses are located within the immediate area of your establishment? Do not know
8. What do you estimate to be the demand for your establishment in the area in which it is or will be located? Our facility in Decatur, IL that the proposed one will copy does \$8,500 per week in food sales and \$750 per week in liquor sales and \$4,500 per week in video gaming revenue. We expect higher food sales in Bloomington.
9. Upon what facts do you base your answer to the previous question? Empirical data from the last three years in Decatur

RESPONSIBILITY:

1. If establishment is presently in operation, attach a financial statement of the establishment's last fiscal year.
2. If establishment is not presently in operation, attach a statement showing your assets and liabilities (or if a corporation, the assets and liabilities of the corporation).
3. Do you now or have you ever had a Bloomington liquor license? Y ☐ N ☒

- a. If you answer to the previous question is "YES", how many times have you been found guilty by the Bloomington Liquor Commission of violating Bloomington's liquor Ordinance? _____

DATED this 20 day of SEPTEMBER, 20 19.

SIGNED:

MARK R ALLEN

Printed Name

[REDACTED]

Signature

MEMBER

Title

[REDACTED]

Address

[REDACTED]

City/State/Zip Code

Carl Muehle

Printed Name

[REDACTED]

Signature

MEMBER

Title

[REDACTED]

Address

[REDACTED]

City/State/Zip Code

- a. If you answer to the previous question is "YES", how many times have you been found guilty by the Bloomington Liquor Commission of violating Bloomington's liquor Ordinance? _____

DATED this 20th day of September, 2019.

SIGNED:

Craig A. Minor

Printed Name

[REDACTED]

Signature

Member

Title

[REDACTED]

Address

[REDACTED]

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 RBS LICENSE to sell Malt Vinous Beverages, pursuant to Chapter 6 of the Bloomington City Code 1960.

2. The undersigned applicant is (Check One and Complete the Corresponding Section):

☐ an Individual ☐ a Partnership ☒ a Corporation

If an Individual:

Name: _____ Age: _____
Address: _____ City/State/Zip: _____

Have you been a legal resident of the City of Bloomington for more than one (1) year? Y ☐ N ☐

If a Partnership:

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

Name: MARK ALLEN Age: _____
Address: CARE MUTE NEST City/State/Zip: _____
CRAB MEAT

Have you been a legal resident of the City of Bloomington for more than one (1) year? Y ☐ N ☐

Name: _____ Age: _____
Address: _____ City/State/Zip: _____

Have you been a legal resident of the City of Bloomington for more than one (1) year? Y ☐ N ☐

If a Corporation/LLC:

Date of Incorporation: Feb 15 2013

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

(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 (if more space is needed, attach additional page):

Name: Mark R. Allen Title: Member
Address: [REDACTED] City/State/Zip: [REDACTED]

Name: Carl R. Muench Title: Member
Address: [REDACTED] City/State/Zip: [REDACTED]

(Next.)

Name: Craig A. Minor

Title: Member

Address: [REDACTED]

City/State/Zip: [REDACTED]

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

UPDATED 02/2019



3. Location and description of the premises or place of business to be operated under this license: 802 E. Washington St., Bloomington, IL 61701

a. Legal Name: ~~Lulu's Pizza Emperium~~ Mala, LLC

b. D/B/A: Lulu's Pizza and Gaming

-- Please answer the following questions by selecting 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, please 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, list the information of the building owner:

Name: Carmala, LLC

Term of Lease: 12/31/2019 to 12/31/2030

Address: [REDACTED]

City/State/Zip: [REDACTED]

Y ☐ N ☒ Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code 1960 in connection with the proposed sale of alcoholic beverages?



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

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

Dated this 13th day of September, 2019

A. Individual

<u>Craig A. Minor</u> Printed Name of Applicant	 Signature of Applicant
--	--

B. Partnership

_____ Business Name	
_____ Printed Name of Partner	_____ Signature of Partner
_____ Printed Name of Partner	_____ Signature of Partner

C. Corporation/LLC

<u>MA LA LLC</u> Corporate Name	
<u>NA</u> Printed Name of President	_____ Signature of President
ATTEST	
<u>NA</u> Printed Name of Secretary	_____ Signature of Secretary
And the following officers, directors, or majority stockholders:	
<u>member</u>	
<u>member</u>	
<u>member</u>	

CONTINUE TO NEXT PAGE FOR NOTARY ACKNOWLEDGEMENT

UPDATED 02/2019



NOTARY ACKNOWLEDGEMENT

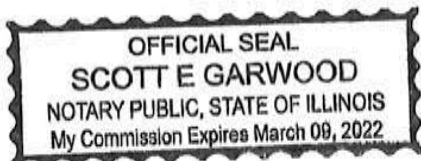
STATE OF ILLINOIS)
COUNTY OF MCLEAN) SS

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 13th day of September, 2019, who deposes and says that he/she has read the foregoing application subscribed by him/her, and that the matters stated herein are true to the best of his/her knowledge and belief.

Scott E Garwood
Notary Public

My Commission Expires: 3-9-22





Application for the Sunday Sale of Alcoholic Beverages

This application is being submitted as:

X A New Application _____ Renewal (Change to Original Application)

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

Mark R. Allen, Carl R. Muench and Craig A. Minor d/b/a Mala, LLC

NAME OF APPLICANT

DBA: Lolo's Pizza and Gaming

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

1. A CLASS RB 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.

CONTINUE FOR SIGNATURE PAGE

UPDATED 02/2019



Dated this 13TH day of SEPTEMBER, 2019

A. Individual

_____ Printed Name of Applicant	_____ Signature of Applicant
------------------------------------	---------------------------------

B. Partnership

_____ Business Name	
_____ Printed Name of Partner	_____ Signature of Partner
_____ Printed Name of Partner	_____ Signature of Partner

C. Corporation/LLC

<u>LU LU'S PIZZA EMPORIUM</u> Corporate Name	
<u>MARK R. ALLEN</u> Printed Name of President	_____ Signature of President
ATTEST	
<u>CARL R. MUENCH</u> Printed Name of Secretary MEMBER	_____ Signature of Secretary MEMBER
And the following officers, directors, or majority stockholders:	
<u>CRAIG A. MINOR</u> MEMBER	_____

CONTINUE TO NEXT PAGE FOR NOTARY ACKNOWLEDGEMENT



NOTARY ACKNOWLEDGEMENT

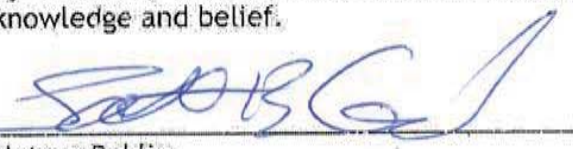
STATE OF ILLINOIS)

) 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 ^{16th} day of September, 2019, who deposes and says that he/she has read the foregoing application subscribed by him/her, and that the matters stated herein are true to the best of his/her knowledge and belief.


Notary Public

My Commission Expires: 3-9-22



SECTION THREE

Required Documents to be Submitted



City of Bloomington
109 E Olive St
Bloomington, IL

RE: LuLu's Pizza & Gaming

To Whom It May Concern;

This letter is to provide proof that Dram Shop (Liquor Liability) insurance would be provided in the amount of \$1,000,000 limit under policy [REDACTED] with Carrier United Fire & Casualty Company.

A liquor license bond would be provided in the amount of \$2,000 with carrier IMT Insurance Group.

Enclosed please see sample certificate of insurance for reference.

If there are any questions or concerns, please do not hesitate to reach out.

Thanks [REDACTED]

Dan McNeely, CIC
Sales Executive

445 N. State Hwy 121 ♦ Mt. Zion, IL 62549
Ph: (217) 875-2121 ♦ Fax: (217) 864-1332

To access our Privacy Policy, please visit www.dimondbros.com.
To request a copy of the Privacy Policy by mail, please send an email to privacy@dimondbros.com or call (217)356-6400 ext. 3803.



Form **LLC-5.5**

**Illinois
Limited Liability Company Act
Articles of Organization**

FILE #

FILED

FEB 15 2013

**Jesse White
Secretary of State**

Secretary of State Jesse White
Department of Business Services
Limited Liability Division
www.cyberdriveillinois.com

Filing Fee: \$500
Expedited Fee: \$100
Approved By: REH

1. Limited Liability Company Name: MALA LLC

2. Address of Principal Place of Business where records of the company will be kept:

3. Articles of Organization effective on the filing date.

4. Registered Agent's Name and Registered Office Address:

MARK R ALLEN

MACON

5. Purpose for which the Limited Liability Company is organized:

"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."

6. The LLC is to have perpetual existence.

7. The Limited Liability Company has management vested in the member(s).

ALLEN, MARK R

MUENCH, CARL R

MINOR, CRAIG A

8. **Name and Address of Organizer**

I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated: FEBRUARY 15, 2013

SCOTT E GARWOOD

CONSTRUCTION AND LEASE AGREEMENT

This Construction and Lease Agreement (the "Lease") executed the dates shown below by Carmala LLC, an Illinois limited liability company, ("Landlord"); Mala LLC d/b/a LuLu's Pizza, an Illinois limited liability company ("Tenant").

RECITALS

Landlord is the owner of a certain parcel of land, located at 802 E. Washington Street, Bloomington, Illinois, legally described on Exhibit A attached hereto (the "Property").

Tenant desires for Landlord to erect a new building on the Property, for Landlord to rent the new building; and for Tenant to conduct a restaurant business in the new building.

This instrument contains all the various agreements between Landlord and Tenant concerning this transaction.

In consideration of the following mutual promises, it is agreed as follows:

PART I - CONSTRUCTION

1.1 Construction of Building. Landlord shall construct a one-story commercial building at 802 E. Washington Street, Bloomington, Illinois, containing approximately 1900 square feet, substantially in accordance with the preliminary plans and specifications attached hereto and marked Exhibit B. Construction of the building has not commenced. Landlord may substitute materials of like kind and quality in the event materials specified become unavailable. All such work shall become a part of and be surrendered with the Leased Premises (defined below) at the expiration or termination of this Lease. Landlord shall cause its architect to complete final plans and specifications for the building with due diligence upon the execution of this Lease. Upon completion of the final plans and specifications, together with any modifications or amendments, they shall be approved by Landlord and Tenant. If there are any

changes of substance from the preliminary plans and specifications, and either Landlord or Tenant refuses to approve such changes in the final plans and specifications, Landlord and Tenant shall submit immediately the resolution of such changes to arbitration, and shall share equally the costs of arbitration, and shall be bound by the decision of the arbitrator or arbitrators appointed. The rules and regulations of the American Arbitration Association shall govern the appointment of any arbitrator or arbitrators required and any hearing or decision with respect to the changes. Upon approval of the final plans and specifications by Landlord and Tenant, Landlord shall commence construction of the building in accordance with the final plans and specifications and shall proceed diligently to complete the same.

1.2 *Installation of Trade Fixtures.* In order to facilitate the early occupancy and commercial use of the Leased Premises by Tenant, Tenant shall have the right to install its trade fixtures during the course of the construction of the building, so long as such installation does not unreasonably interfere with the progress of the construction work. However, during the course of the installation, Tenant shall be liable for all loss, damage, or other liability arising from the installation.

PART II - LEASE

2.1 *Leased Premises.* Landlord leases to Tenant and Tenant leases from Landlord a building to be constructed at 802 E. Washington Street, Bloomington, Illinois (the "Leased Premises").

2.2. *Term of Lease.* The Leased Premises are leased for a term ending on December 31, 2030, and commencing on the earliest of the following dates (the "Effective Date"): (i) the day upon which the Tenant commences doing business as a Tenant in the

building; or (ii) ten days after the City of Bloomington, Illinois issues a certificate of occupancy ("Term"). Without paying rent Tenant may install its trade fixtures and move in Tenant's inventory prior to the Effective Date and without paying rent. Subject to Section 2.6, Tenant shall accept the Leased Premises as being in accordance with the plans and specifications on the Effective Date.

2.3 Rent. Tenant shall pay rent for the Term in advance in equal monthly installments of [REDACTED] due on the first day of each month, subject to increase as provided in Section 2.4 below. If the Effective Date is not the first day of a calendar month, rent for that partial month shall be prorated and due and payable on the Effective Date.

2.4 Late Payment Penalty. Tenant shall pay a late payment charge equal to [REDACTED] of amount of rent not paid by the tenth day after its due date and an additional late payment charge equal to [REDACTED] of any amount of rent plus the [REDACTED] late payment charge thereon, which remains past due and unpaid thirty days after its due date. Such late payment charges shall be imposed without further notice and shall be deemed additional rent immediately due.

2.5 Use of Leased Premises and Building. Tenant shall use the Leased Premises solely for the purpose of a restaurant as that use is generally understood from time to time. Such use shall be in compliance with all applicable laws, ordinances and governmental regulations and shall not involve any activity which would increase the premiums of or invalidate the policy of any insurance on the Leased Premises.

2.6 Condition of Leased Premises. Upon Tenant's acceptance of the Leased Premises, Landlord shall have no further obligation to construct the Leased Premises for Tenant,

except as agreed in writing by the parties and except for repairs and maintenance to be performed by Landlord as provided in this Lease.

2.7 Utilities. Tenant shall pay for electricity, water/sewer, natural gas, garbage removal, and all other utilities consumed by Tenant.

2.8 Real Estate Taxes. Tenant shall pay all real estate taxes on the Leased Premises.

2.9 Maintenance and Repairs.

(a) Landlord shall maintain, repair or replace as necessary the roof, exterior walls, foundation, and structural frame of the building of which the Leased Premises are a part and Landlord shall provide landscaping and maintain the parking area and grounds, except that Tenant shall be responsible for snow removal.

(b) Tenant shall maintain, repair or replace as necessary all portions of the Leased Premises other than those required of Landlord, including, but not limited to the electrical systems, heating and air conditioning systems, sprinkler and plumbing systems, plate glass, and windows and doors. Landlord shall assign to Tenant all manufacturers' warranties, if any, for the systems located within the Leased Premises for which Tenant has a duty to maintain, repair or replace. All repairs by Tenant shall be promptly made with materials of like kind and quality to the original work. Should Tenant fail for five (5) days to perform such repairs or maintenance as demanded by Landlord, Landlord may perform such repairs or maintenance and the expense of the same shall become additional rent immediately due. Notwithstanding this right of Landlord, Tenant shall be liable for all damages to the Leased Premises, except consequential damages, arising from Tenant's failure to repair or maintain. Tenant shall provide janitor service for the Leased Premises.

(c) To prevent damage to the Leased Premises, Tenant agrees to maintain an interior temperature of not less than 60 degrees or more than 90 degrees.

2.10 Alterations. Tenant shall not make any alterations, additions or improvements to the Leased Premises without the written consent of Landlord which shall not be unreasonably withheld or delayed, and further provided that Tenant is not in default hereunder. Any permitted alteration, addition or improvement made by Tenant, and any fixtures installed as part thereof, shall at Landlord's option become the property of Landlord upon the expiration or other sooner termination of this Lease; provided, however, that Landlord shall have the right to require Tenant to remove such alterations, additions, improvements or fixtures at Tenant's expense upon the expiration or termination of this Lease and damages caused by removal shall be repaired by Tenant at Tenant's expense.

2.11 Signs. Tenant shall not attach any sign to the exterior walls or roof of the building or erect any free-standing sign on the Property without the consent of Landlord. All signs permitted by Landlord shall be erected and maintained at Tenant's expense and shall comply with local and state sign ordinances and all other applicable laws, regulations or covenants of record.

2.12 Liens. Upon the completion by Tenant of any maintenance, repairs, alterations or other work done to the Leased Premises, Tenant shall furnish Landlord with lien waivers from all contractors and materialmen who have performed the work. Should a mechanic's, contractor's, materialmen's or other lien be filed against the Leased Premises by reason of a claim against Tenant, Tenant shall cause such lien to be cancelled within fifteen days after receipt of notice from Landlord. After such fifteen-day period, Landlord may, at its election, declare a default

and immediately exercise its remedies, or may cause the lien to be discharged by paying the amount claimed due and such amount, plus Landlord's reasonable attorneys' fees, shall become additional rent immediately due.

2.13 Indemnification. Tenant shall indemnify Landlord against all liabilities, expenses, attorney's fees and losses incurred by Landlord as a result of: (a) the failure by Tenant to perform any covenant required to be performed by Tenant under this Lease; (b) any accident, injury, death or damage to any person or property which shall happen in or about the Leased Premises, except those due to Landlord's failure to repair a condition where Landlord was responsible for making repairs and had notice of and an opportunity to repair the condition; and (c) environmental matters relating to Tenant's operations or its occupancy or use of the Leased Premises.

2.14 Insurance. Tenant shall, throughout the Lease Term, (i) maintain a policy of general public liability insurance with limits as may be reasonably requested by Landlord from time to time, but not less than [REDACTED] per person and [REDACTED] per occurrence, in respect of bodily injury, in a company acceptable to Landlord; (ii) maintain Dram Shop/Liquor Liability insurance in the amount of the statutory liability limits, which policy shall insure Landlord as the owner of the Leased Premises; (iii) maintain insurance on Tenant's property located in or on the Leased Premises; and (iv) keep the Leased Premises insured against fire and other hazards normally covered by a standard policy of property insurance in an amount not less than the value of the Leased Premises, which shall include coverage for restoring the Leased Premises in such a manner as to meet all applicable building codes in the event of a partial loss. The policies insuring the Tenant's liability shall name Landlord as an additional insured and provide that they

may not be canceled except on ten day's notice to Landlord. Tenant shall deliver to Landlord certificates of insurance showing compliance with this provision upon Landlord's reasonable request. Without affecting Landlord's right to declare a default, in the event Tenant fails to carry the required insurance, Landlord may elect to obtain such insurance and the expense of same plus an administrative charge equal to [REDACTED] of the premium shall become additional rent immediately due.

2.15 Liability of Landlord. Tenant expressly waives any right of recovery against Landlord for damage to Tenant's person or property, except for that caused by the negligence of Landlord in operating and maintaining the Leased Premises. In no event shall Landlord be charged with or liable for any consequential damages suffered by Tenant.

2.16 Destruction. In case of damage by fire or other casualty to the Leased Premises without fault or negligence of Tenant, if the damage is so extensive as to amount practically to the total destruction of the Leased Premises, the proceeds of insurance on the Leased Premises payable by reason of such destruction shall be paid to Landlord, this Lease shall terminate and the rent shall be apportioned to the time of the damage. In all other cases where the Leased Premises is damaged by fire or other casualty without the fault or negligence of Tenant, the Landlord shall make application for and pursue payment of insurance proceeds, the proceeds of insurance on the Leased Premises payable by reason of such destruction shall be paid to Landlord, Landlord shall apply the insurance proceeds to the costs to repair the damage with reasonable dispatch and if the damage has rendered the Leased Premises untenable, in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. In case of damage by fire or other casualty to the Leased Premises, whether the damage is so extensive

as to amount to practically the total destruction of the Leased Premises or do not amount to practically the total destruction of the Leased Premises, due to the fault or negligence of Tenant, this Lease shall continue in full force and effect, without abatement of rent, and Tenant shall repair the damage with reasonable dispatch and to Landlord's reasonable satisfaction. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustment of insurance, and other causes beyond the party's control. Landlord shall make application for and pursue payment of casualty insurance and all insurance proceeds, if any, shall be applied to the cost of repair.

2.17 Condemnation. This Lease shall terminate in the event of a total condemnation of the Leased Premises by an authorized governmental agency and the rent shall be apportioned as of that date. This Lease may be terminated by either party in the event of a partial condemnation of the Leased Premises that affects the usefulness of the Leased Premises for the purpose stated above, but if both parties elect to continue the Lease, Tenant shall be entitled to a partial abatement of rent proportionate to the loss of use in the Leased Premises suffered by Tenant. Landlord shall be entitled to all damages awarded as a result of any eminent domain proceedings, except that part of any damages awarded for loss to Tenant's personal property or for interruption of Tenant's business shall belong to Tenant.

2.18 Surrender. Upon the expiration or other termination of this Lease, Tenant shall surrender the Leased Premises to Landlord, together with all other property affixed to the Leased Premises (with the exception of Tenant's trade fixtures), broom clean and in good order and condition, ordinary wear and tear excepted. Any damage caused to the Leased Premises by removal of any property shall be promptly repaired by Tenant. Tenant shall remove all property

of Tenant as directed by Landlord; and failing to do so, Landlord may cause all such property to be removed at the expense of Tenant and Tenant hereby agrees to pay all the costs and expenses thereby incurred.

2.19 Holdover. If Tenant holds over after termination, Landlord may, at its election, choose to treat the holdover as extending this Lease on a month-to-month basis but otherwise on the same terms; or choose to give written notice to Tenant to immediately vacate and thereafter to assess Tenant double the amount of per diem rent previously imposed.

2.20 Default by Tenant. Tenant is in default if it: (a) fails to timely pay rent; (b) fails for a period of ten (10) days after written notice by Landlord to perform or observe any provision of this Lease, other than the failure to timely pay rent; (c) vacates or abandons the Leased Premises; or (d) files for voluntary bankruptcy, is placed in receivership or has involuntary bankruptcy proceedings instituted against it by creditors.

2.21 Remedies of Landlord. Upon a default by Tenant, the balance of rent for the entire Lease Term shall be immediately due and payable without further notice or demand by Landlord. In addition to accelerating rent, Landlord may, at its option, elect to: (a) enforce the terms and conditions of this Lease; or (b) terminate this Lease. If Landlord elects to terminate this Lease, it shall have the right to re-enter and repossess the Leased Premises. Without limiting Landlord's right to accelerated rent or damages, any re-entry, expulsion or repossession shall not release Tenant from any liability for the payment of rent or other obligations incurred before the termination of this Lease.

Any and all remedies provided to Landlord are cumulative and not exclusive, and Landlord shall be entitled to pursue either the rights enumerated in this Lease or remedies

authorized by law, or both. Tenant shall be liable for any costs or expenses, including reasonable attorneys' fees, incurred by Landlord in enforcing any terms of this Lease, or in pursuing any legal action for the enforcement of Landlord's rights.

2.22 Waiver. No waiver of any default of Tenant shall be implied by Landlord's failure to take any action on account of such default or by Landlord's acceptance of rent during such default. One or more waivers by Landlord shall not constitute a waiver of a subsequent breach of the same term or condition.

2.23 Subordination. This Lease shall be subordinate to any mortgage granted by Landlord which now or hereafter affects the Leased Premises and to any renewals, modifications or extensions of such a mortgage. At Landlord's request, Tenant shall execute and deliver such instruments as may reasonably be required by the mortgagee to confirm or evidence the subordination of this Lease to any such mortgage, provided that mortgagee shall agree that, so long as Tenant is not in default under this Lease, Tenant's rights under this Lease will continue in the event the mortgagee or a transferee under a foreclosure or conveyance in lieu thereof of the Leased Premises becomes owner of the Leased Premises.

2.24 Assignment and Sublease.

- (a) Tenant shall not assign this Lease, assign Tenant's interest in this Lease as security or sublet the Leased Premises to another party without the express written consent of Landlord. Notwithstanding any such consent to an assignment or subletting, Tenant shall remain liable for the continued performance of this Lease. The acceptance of any rent by Landlord from

any alleged assignee or subtenant shall not constitute consent to an assignment or subletting.

In the event Tenant desires to assign this Lease or sublet the Leased Premises, Tenant shall notify Landlord in writing of such intention and provide Landlord with such information about the proposed successor as Landlord shall request. Landlord shall in Landlord's sole discretion within twenty days of such notice elect (y) to approve the assignment or subletting; (z) to disapprove the same for any reason and to continue this Lease.

- (b) Nothing contained in this Lease shall restrict Landlord's right to assign this Lease in its sole discretion, and in the event of such an assignment the assignee shall be considered to be the Landlord under this Lease for all purposes.

2.25 Notices. Any notices required under this Lease may be given personally or by mail. Notices are deemed given when personally delivered or when postmarked. If mailed, notices shall be addressed as follows:

Landlord: Carmala LLC
c/o Mark R. Allen



Tenant: Mala LLC d/b/a LuLu's Pizza
c/o Carl Muench



2.26 Governing Law. This Lease shall be construed in accordance with the laws of the State of Illinois.

2.27 Binding Effect. This Lease shall be binding upon the parties and their successors and assigns.

2.28 Relationship of Parties. The relationship of the parties shall at all times be regarded as that of Landlord and Tenant and not that of principal and agent, partnership, joint venture, or any other relationship.

(The following page is the Signature Page)

9/12/, 2019

Landlord: CARMALA LLC, an Illinois limited liability company

By

MARK R. ALLEN, Manager

By

CARL MUENCH, Manager

9/12, 2019

Tenant: MALA LLC d/b/a LULU'S PIZZA, an Illinois limited liability company

By

MARK R. ALLEN, Member

By

CARL MUENCH, Member

By

CRAIG MINOR, Member

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Lot 1 in Mr. Quick Subdivision, being a part of Lots 6 and 7 in Block 1 in Dimmetts 3rd Addition to the Southeast $\frac{1}{4}$ of Section 4, Township 23 North, Range 3 East of the Third Principal Meridian, according to the Plat thereof recorded April 30, 2004 as Document No. 2004-13847, in McLean County, Illinois;

Permanent Tax Index No. 21-04-431-029

- 15 -

EXHIBIT B
PRELIMINARY PLANS AND SPECIFICATIONS

**Proposed Pizza and Gaming Shop
Clinton St and East Washington St
Bloomington, Illinois
Parcel # 21-04-431-029**

Zoning: B-1

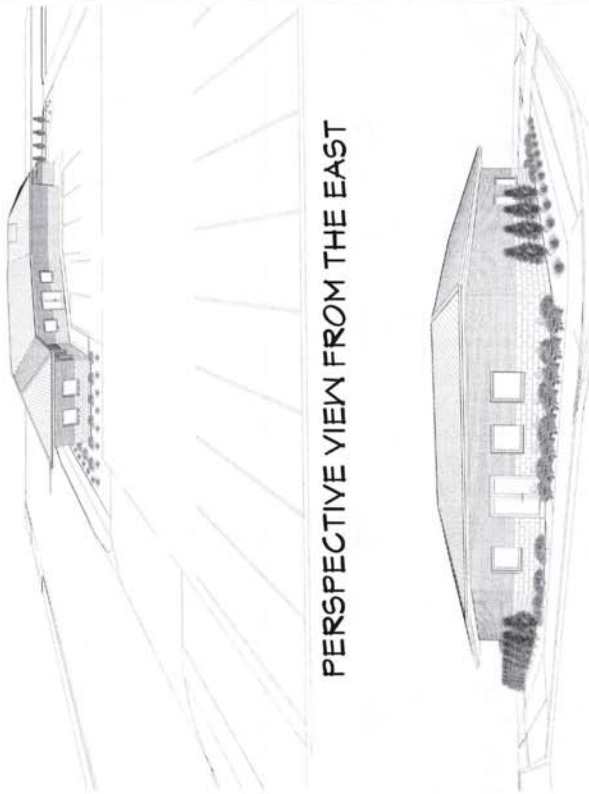


SITE PLAN - SCALE 1" = 8'-0"

EAST WASHINGTON STREET

PERSPECTIVE VIEW FROM THE EAST

PERSPECTIVE VIEW FROM THE SOUTHWEST



REVISION	DATE	REVISION BY	DESCRIPTION
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			

Mark Allen and Carl Muench
DRA - CARMALIA LLC
Decatur, Illinois 62526
mark@spedub.com

Proposed Pizza and Gaming Shop
802 East Washington St
Bloomington, Illinois
Parcel # 21-04-431-029

Drawings provided by:
John R. Drayton
Decatur Illinois 62521
217-422-2447

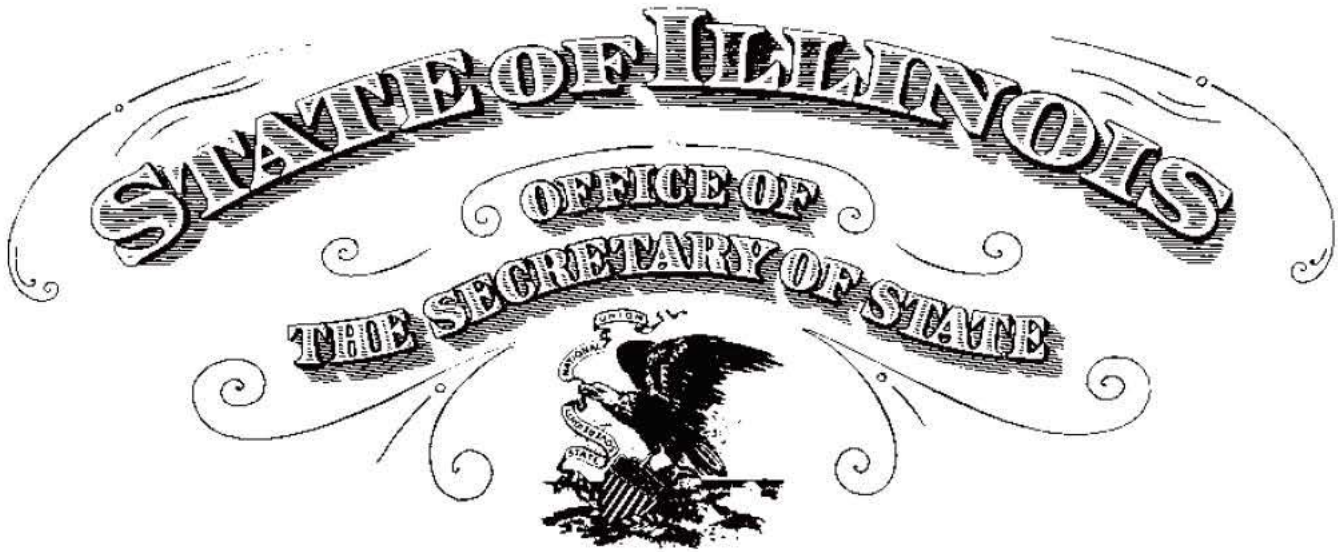
DATE:
9/11/2019

SCALE:

SHEET:

A-1

File Number [REDACTED]



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

MALA LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON FEBRUARY 15, 2013, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 12TH
day of SEPTEMBER A.D. 2019 .

Jesse White

Authentication #: [REDACTED] verifiable until 09/12/2020

Authenticate at: <http://www.cyberdriveillinois.com>

SECRETARY OF STATE



Responsible Serving of Food and Alcohol



Illinois Responsible Serving of Alcohol

This certificate confirms that

Carl R Muench

has successfully passed the Professional Server Certification Corporation (PSCC) course of study,
an approved BASSET Program by the IL Liquor Control Commission-License # [REDACTED]
and has demonstrated the skill level and knowledge necessary to act as a responsible alcohol server / seller.

Certificate #: [REDACTED]
Award Date: 03-05-2017
Expiration Date: 03-04-2020



To verify this certificate, go to Rserting.com/verify.

Robert V. Graham

Robert Graham, PSCC Director

SECTION FOUR

Tax Information



**Bloomington / Normal
Food & Beverage Tax
Registration Form**

Illinois Business Tax (IBT) #: [REDACTED]

Date Business started at this location (Month/Day/Year): TBD

Describe your type of Business: Restaurant

DBA Business Name: LuLu's Pizza Emporium and Gaming

Address: 802 E. Washington St. 61701

Contact: Craig Minor

Phone: [REDACTED]

Fax: [REDACTED]

Email: [REDACTED]

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

Address: 924 E. Eldorado St., Decatur, IL 62521

Contact: Craig Minor

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:

☐ Sole Proprietorship
☐ Corporation
☐ Other _____

☐ Partnership
☒ LLC

► Mail,
Drop Off,
Fax, or
Email to:

Address: City Hall
Finance Department
Room 100
109 E. Olive Street
Bloomington, IL 61702

Fax: 309-434-2463
Email: finance@cityblm.org
Phone: 309-434-2233

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

Signature of Officer Empowered to Sign

Craig A. Minor (Member)
Print Name and Title

Date

9/20/19

CITY OF BLOOMINGTON
PUBLIC HEARING NOTICE

On Tuesday, October 8, 2019 at 4:00 PM, 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 Mala, LLC, d/b/a Lulu's Pizza and Gaming, located at 802 E. Washington St., for a Class RBS (Restaurant, Beer and Wine Only, and Sunday Sales) liquor license, which would allow the sale of beer and wine only 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 by mail at 109 E. Olive St., Bloomington, IL 61701, by telephone at (309) 434-2240, or by email at cityclerk@cityblm.org. City Hall is equipped with a text telephone (TTY) that may also be reached by dialing (309) 829-5115.

Leslie Yocum, City Clerk

Publication Date: September 28, 2019, Pantagraph Newspaper



DRAFT MINUTES
PUBLISHED BY THE AUTHORITY OF
THE LIQUOR COMMISSION OF THE CITY OF BLOOMINGTON, ILLINOIS
TUESDAY, OCTOBER 8, 2019, 4:00 P.M.

The Liquor Commission convened in Regular Session in the Council Chambers, City Hall Building at 4:00 p.m., Tuesday, October 8, 2019.

Commissioner Renner directed the City Clerk to call the roll and the following answered present:

Commissioners: Tari Renner, Lindsey Powell, and Jim Jordan.

Staff present: George Boyle, Asst. Corporation Counsel; Greg Scott, Asst. Police Chief; Austin Grammer, Economic Development Coordinator; and Amanda Mohan, Deputy City Clerk.

Public Comment

Commissioner Renner opened the meeting to receive public comment. No public comments were received.

The following was presented:

Item 4. Consideration of approving the Liquor Commission minutes of September 10, 2019 Regular Liquor Commission Meeting.

Commissioner Powell made a motion, seconded by Commissioner Jordan, to approve.

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

Ayes: Commissioners Powell, Jordan, and Renner.

Nays: None.

Motion carried.

The following was presented:

Item 5. Public Hearing on the Application of Mala, LLC, d/b/a Lulu's Pizza and Gaming, requesting a Class RBS (Restaurant, Beer and Wine Only, and Sunday Sales) liquor license, to be located at 802 E. Washington St., which would allow the sale of beer and wine only by the glass for consumption on the premises seven (7) days a week, as requested by the City Clerk Department.

Commissioner Renner opened the Public Hearing at 4:01 p.m.

Mark Allen, co-owner of Mala, LLC, d/b/a Lulu's Pizza and Gaming, after being sworn in, provided background on the establishment. He noted they own of all Speed Lubes in the Bloomington-Normal area. He also noted Mala, LLC owns the property where proposed establishment will be built if approved. Mr. Allen stated they currently own and operate four other businesses like the one proposed which are comprised of three in Decatur, IL and one location in Urbana, IL.

Commissioner Renner inquired if the businesses had received any liquor violations. Mr. Allen stated they received two at the Urbana, IL location for underage drinking, but none at the Decatur, IL locations.

Commissioner Renner inquired if employees have BASSET training.

Greg Minor, co-owner of Mala, LLC, after being sworn in, addressed the Commission. Mr. Minor stated they require all employees to carry BASSET certification cards. He also noted the business provides the training for all staff and the owners keep file of each employee's certification on site per location.

Commissioner Jordan asked for clarification on the term 'video gaming.' Mr. Allen confirmed the gaming to be provided would consist of video gambling and they intend to apply for a City video gaming license.

Mr. Allen stated they are working closely with Katie Simpson, City Planner, on the site plans that would be presented before the Bloomington Planning Commission on Wednesday, October 9, 2019.

Commissioner Jordan inquired if the owners also own the car wash property located next to the proposed location and inquired how parking would be accommodated. Mr. Allen responded by stating they do not own the car wash property, but they have been working closely with Ms. Simpson, regarding parking regulations. He also stated there are an additional seven parking spaces at their Speed Lube across the street, where they anticipate posting signs for additional parking at Speed Lube, if needed. Commissioner Renner confirmed with Mr. Allen that Katie Simpson was confident that the parking issue could be resolved. Mr. Allen responded affirmatively.

Commissioner Jordan inquired about the hours of operation. Mr. Minor stated they anticipate the hours of operation mimicking their other locations' hours of 7:00 a.m. to 2:00 a.m. except they would close at 12:00 a.m. midnight or whatever the City of Bloomington would allow. Mr. Minor continued by stating they intend to open at 7:00 a.m. to begin preparing for service and have alcohol and other food items except pizza available while pizza would be available starting at 10:00 a.m.

Commissioner Jordan expressed concern about the hours of operation and the availability of video gaming during extended hours without substantial food being available as well as the proximity to a prominently residential area.

Commissioner Powell had no concerns.

Commissioner Renner asked George Boyle, Assistant Corporation Counsel, for any additional comments or questions. Mr. Boyle stated he spoke with Ms. Simpson that afternoon who expressed no reservations, only suggestions, for Lulu's Pizza and Gaming and she confirmed the applicant would appear at the Bloomington Planning Commission on Wednesday, October 9, 2019 for a site plan review of the proposed property. Mr. Boyle also reminded the Commission that any positive recommendation made by the Liquor Commission to the City Council would be contingent compliance with all building codes, site plan review, and health and safety regulations. He acknowledged the process from site plan approval to opening for business is a lengthy process and bringing the applicant before the Liquor Commission early was a way to begin the process. Commissioner Renner confirmed with the applicant that they understood the contingencies. Mr. Allen responded positively.

Commissioner Renner asked if there was anyone who would like to speak for or against the application.

Jan Lancaster, after being sworn in, addressed the Commission. Ms. Lancaster stated the applicants were great and she had no issues with them. She stated she is concerned the proposed establishment will become a gaming café and having dealt with a few applicants with a similar type of proposed establishment in the past, she was concerned the City would open itself up to allow gaming parlors similar to Emma's in Normal. Ms. Lancaster also pointed out that she believes a restaurant in the area would be welcome.

Commissioner Renner asked the Liquor Commission if they had questions for Ms. Lancaster. Commissioner Jordan agreed with Ms. Lancaster's concerns of the establishment could turn into a gaming parlor with the area being mostly residential.

Surena Fish, after being sworn in, addressed the Commission. Ms. Fish stated she was also was concerned about the gaming in a predominately residential area especially with the amount of renovation and upgrades of the historic homes in the area. Ms. Fish stated she believed the hours of operation should be more restricted, similar to the restrictions placed on liquor stores in residential areas. Commissioner Renner asked the Liquor Commission if they had questions for Ms. Fish, but there were none.

Commissioner Renner questioned Mr. Allen on why it was critical to the business to open at 7:00 a.m. rather than 10:00 a.m. Mr. Allen addressed the Commission stating staff would be in the building preparing for service and it takes about three hours to prepare because they serve a high volume of pizzas. He stated there is staff in the building and it would be beneficial to have the building open for business. Mr. Allen finished by noting the Decatur location receives twice as much revenue from food than video gaming.

Commissioner Jordan inquired as to the number of terminals the other establishments have and how the revenue compares to food and beverage sales. Mr. Allen stated the locations each have five terminals with two-thirds of the revenue generated from food and beverage sales.

Commissioner Powell confirmed the hours of operation and establishment classification of the other locations with the applicants. Mr. Allen stated in Decatur, one location is a bar and two are gaming parlors, and the location in Urbana is a gaming parlor. Mr. Allen confirmed that all establishments open at 7:00 a.m. and close and close at midnight.

Commissioner Renner asked George Boyle, Assistant Corporation Counsel, for any additional comments or questions. Mr. Boyle reminded the Commission that the liquor license application and video gaming application are reviewed separately. He also stated under the new Ordinance, all video gaming license applications are examined by staff for approval and documentation must be submitted when replicating a business in order to review to ensure the replicated establishment does not exceed the 50/50 gaming revenue rule.

Commissioner Renner closed the Public Hearing at 4:20 p.m.

Commissioner Renner opened the discussion to the Commission on the potential to restrict the opening hours of the establishment to 10:00 a.m. instead of the proposed 7:00 a.m. Commissioner Powell stated the original hours of operation could appeal to second and third shift workers and was not concerned with the proposed opening hours. Commissioner Jordan expressed concern with the proposed hours of operation and the amount of time the establishment would be open without the availability of substantial food. He also expressed concern this establishment could potentially turn into a gaming café as well as the proximity to the residential area.

Commissioner Renner confirmed with the Clerk the notices were mailed to properties within 500 feet of the proposed establishment and then confirmed with Mr. Boyle that this is the standard for new a business. Both staff members responded affirmatively. Commissioner Renner also expressed concern that even with the standard mailed notices, and with the exception of a few neighborhood activists, there was no neighborhood representation for or against the applicant. Commissioner Renner proposed a compromise by conditioning the opening hours of operation from 7:00 a.m. to 10:00 a.m. with the option for the applicant to request the condition be removed after six months' time, where the applicant would appear again before the Liquor Commission.

Commissioner Powell made a motion, seconded by Commissioner Renner, to recommend approval of the item with the condition that the hours the establishment can be open will be from 10:00 a.m. to 12:00 (midnight), the applicant would be permitted to return in six months from the issuance of the license to request removal of the condition, and the license be issued contingent upon compliance with all health and safety codes.

Commissioner Jordan made a motion to amend the pending motion to add a condition to require that the licensee be required to provide invoices as well as receipts and documentation of revenue from the State of Illinois. The motion died for a lack of a second.

Discussion was had by the Commission. Commissioner Powell stated she believed putting additional restrictions on this applicant was unfair when the Commission has not made it a requirement of other businesses. Commissioner Renner reiterated the process the applicant would go through should they wish to request the hours be adjusted. Commissioner Jordan requested the names of the other establishments the applicants own be provided if or when a request is made to remove the condition.

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

Ayes: Commissioners Powell and Renner.

Nays: Commissioner Jordan.

Motion carried.

The following was presented:

Item 6. Public Hearing on the Application of Amazing Space Venue, LLC, d/b/a Pure Sterling, requesting a Class EAS (Entertainment, All Types of Alcohol, and Sunday Sales) liquor license, located at 11 Currency Drive, 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 Department.

Commissioner Renner opened the Public Hearing at 4:33 p.m.

Billie Jo Scott, representative and bar manager of Amazing Space Venue, LLC, d/b/a Pure Sterling, after being sworn in, addressed the Commission and explained Amazing Space as a new venue space in Bloomington and Pure Sterling would supply the bar service for events.

Commissioner Jordan inquired if the bar service would be available during non-event times. Ms. Scott confirmed it would only be available during events and explained that Pure Sterling would be the primary bar service for Amazing Space, but event coordinators would have the option to outsource if they wish.

Amanda Mohan

From: Carl Muench [REDACTED]
Sent: Monday, November 4, 2019 5:32 PM
To: Amanda Mohan
Subject: Lu Lu's Pizza Liquor License name change

Categories: Liquor Commission

Amanda,
I would like to change the name in the application for our Liquor License.
Lu Lu's Pizza & Gaming will be changed to Lu Lu's Pizza

New Name:
Lu Lu's Pizza
802 East Washington

Thank you
Carl Muench
Lu Lu's Pizza

Websense: Click [here](#) to report this email as spam.