

**CITY OF
BLOOMINGTON
COUNCIL MEETING
OCTOBER 14, 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, OCTOBER 14, 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. Proclamations
 1. Proclamation Declaring October 2019 National Community Planning Month.
 2. Proclamation Recognizing World Polio Day on October 24, 2019.
 3. Proclamation Recognizing Indigenous Peoples' Day in the City of Bloomington on October 14, 2019.
 4. Proclamation Recognizing the 100th Anniversary of the Bloomington-Normal Water Reclamation District (BNWRD).
 - 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.
 - 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.
 - C. Presentation of Bloomington Firefighters who have completed a one-year probation:
 - i. Nicholas Rochkus

ii. Justin Sullivan

6. Public Comment

7. Consent Agenda

Electronic Roll Call Vote

- A. Consideration and action to approve the Minutes of the September 9, 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 Bills, Payroll, and Electronic Transfers in the amount of \$6,961,473.40, as requested by the Finance Department. *(Recommended Motion: The proposed Bills, Payroll, and Electronic Transfers be approved.)*
- C. 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. *(Recommended Motion: The proposed Resolution for the Change Order be approved.)*
- D. 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. *(Recommended Motion: The proposed Contract be approved.)*
- E. 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. *(Recommended Motion: The proposed Contract be approved.)*
- F. 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. *(Recommended Motion: The proposed Project Management Plan and Professional Services Agreement be approved.)*
- G. 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. *(Recommended Motion: The proposed Intergovernmental Agreement be approved.)*
- H. 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. *(Recommended Motion: The proposed Agreement be approved.)*

- I. 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. (*Recommended Motion:* The proposed Application be approved, with a condition placed on the liquor license that the Outdoor Service and Consumption Area close at 10:00 p.m. Sunday through Thursday and 11:00 p.m. on Friday and Saturday nights.)
- J. 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. (*Recommended Motion:* The proposed License be approved, contingent upon compliance with all building, health and safety codes.)
- K. 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. (*Recommended Motion:* The proposed License be approved, contingent upon compliance with all health and safety codes.)
- L. 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. (*Recommended Motion:* The proposed License and Ordinance be approved.)

8. Public Hearing

9. Regular Agenda

Electronic Roll Call Vote

- B. Presentation of the Illinois Law Enforcement Accreditation Program (ILEAP) to the Police Department, as requested by the Police Department. (*Recommended Motion:* Presentation and discussion only.) (Presentation by Brian Fengel, Illinois Law Enforcement Accreditation Program Past President, 10 minutes; and City Council discussion, 5 minutes.)

10. City Manager's Discussion

11. Mayor's Discussion

12. **Council Member's Discussion**
13. **Executive Session - Cite Section**
Clerk-led Roll Call Vote
14. **Adjournment**
Voice Vote

RECOGNITIONS

PROCLAMATION

Declaring October 2019 National Community Planning Month

WHEREAS, the month of October is designated by the American Planning Association as National Community Planning Month throughout the United States; and,

WHEREAS, community planning and planners help manage positive choices for how people work and live; and,

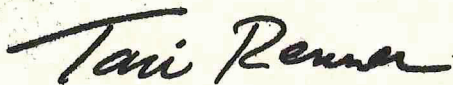
WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and,

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of the City of Bloomington; and,

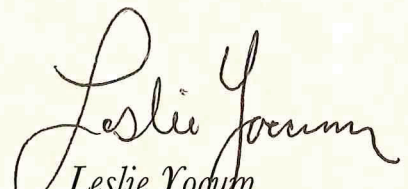
WHEREAS, we recognize the many valuable contributions made by professional community and regional planners serving the City of Bloomington and extend our heartfelt thanks for the continued commitment to public service by these professionals,

NOW, THEREFORE, I, Tari Renner, Mayor of the City of Bloomington, do hereby proclaim October 2019 as

National Community Planning Month



Tari Renner
Mayor



Leslie Yodanis
City Clerk

PROCLAMATION

Recognizing World Polio Day

October 24, 2019

Whereas, Rotary International, founded on February 23, 1905 in Chicago, Illinois, USA, is the world's first and one of the largest non-profit service organizations; and

Whereas, there are over 1.2 million Rotary club members comprised of professional and business leaders in over 35,000 clubs in 200 countries and geographic areas; and

Whereas, the Rotary motto "Service Above Self" inspires members to provide humanitarian service, encourage high ethical standards, and promote goodwill and peace in the world; and

Whereas, Rotary in 1985 launched PolioPlus and spearheaded the Global Polio Eradication Initiative, which today includes the World Health Organization, US Centers for Disease Control and Prevention, UNICEF, and the Bill & Melinda Gates Foundation to immunize the children of the world against polio; and

Whereas, to date, Rotary International has contributed more than US \$1.8 billion and countless volunteer hours to the protection of more than two and a half billion children in 122 countries, and

Whereas, Rotary is currently working to raise an additional \$50 million per year, which would be further leveraged for maximum impact by an additional \$100 million annually from the Bill & Melinda Gates Foundation; and

Whereas, Rotary District 6490 of Central and Eastern Illinois has supported these efforts with its members' time, treasures, and talents; and

Whereas these efforts are providing much needed operational support, medical personnel, laboratory equipment, and educational materials for health workers and parents; and

Whereas, polio cases have dropped by 99.9% since 1988 and the world stands on the threshold of eradicating the disease; and

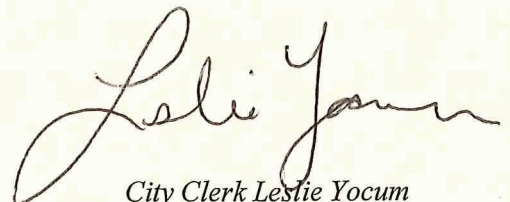
Whereas, in addition, Rotary has played a major role in decisions by donor governments to contribute more than \$8 billion to the effort; and

Whereas, the more than 1900 Rotary club members in more than 44 clubs throughout Rotary District 6490, sponsor service projects to address such critical issues as poverty, health, hunger, illiteracy, and the environment in local communities and abroad.

Therefore, I, Mayor Tari Renner, do hereby proclaim October 24, 2019 as World Polio Day and encourage all citizens to join Rotary in the fight for a polio-free world.



Mayor Tari Renner



City Clerk Leslie Yocum

PROCLAMATION

Recognizing Indigenous Peoples' Day in the City of Bloomington October 14, 2019

WHEREAS, the City of Bloomington recognizes that the Indigenous People of the lands that would later become known as the Americas have occupied these lands since time immemorial; and

WHEREAS, the City recognizes the fact that the United States is built upon the homelands and villages of the Indigenous Peoples; and

WHEREAS, the City recognizes the value of many contributions made to our community through Indigenous Peoples' knowledge, labor, spirituality, technology, science, philosophy, arts, and the deep cultural contribution that substantially shaped the character of Bloomington; and

WHEREAS, the City of Bloomington has a responsibility to oppose the systematic racism towards Indigenous Peoples in the United States, which perpetuates high rates of poverty and income inequality, exacerbates disproportionate health, education, and social stability; and

WHEREAS, Indigenous Peoples' Day was first proposed in 1977 by a delegation of Native Nations to the United Nations sponsored International Conference on Discrimination against Indigenous Populations in the Americas; and

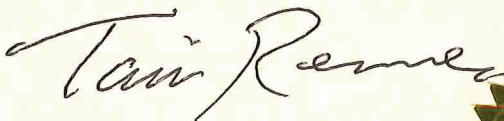
WHEREAS, the United States endorsed the United Nations Declaration on the Rights of Indigenous Peoples (the "Declaration") on December 16, 2010 and the Declaration recognizes that "Indigenous Peoples have suffered from historic injustices as a result of, inter alia, their colonization and dispossession of their lands, territories and resources,"; and

WHEREAS, Article 15 of the Declaration recognizes the right of Indigenous Peoples "to the dignity and diversity of their cultures, traditions, histories and aspirations which shall be appropriately reflected in education and public information" and places an obligation on States to "take effective measures, in consultation and cooperation with the Indigenous Peoples concerned, to combat prejudice and eliminate discrimination and to promote tolerance, understanding and good relations among indigenous peoples and all other segments of society,"; and

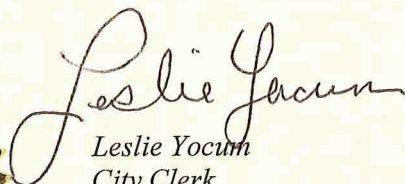
NOW, THEREFORE BE IT RESOLVED, the City of Bloomington shall recognize Indigenous Peoples' Day on the second Monday in October; and

BE IT FURTHER RESOLVED that Indigenous Peoples' Day shall be used to reflect upon the ongoing struggles of Indigenous Peoples on this land, and to celebrate the thriving culture and value that Indigenous Peoples add to our city; and

BE IT FURTHER RESOLVED that the City of Bloomington encourages other businesses, organizations, and public institutions to recognize Indigenous Peoples' Day.



Tari Renner
Mayor



Leslie Yocum
City Clerk

PROCLAMATION

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

WHEREAS, the City of Bloomington wishes to congratulate the Bloomington-Normal Water Reclamation District on the occasion of the 100th anniversary of its founding; and

WHEREAS, in 1919, residents of Bloomington-Normal voted to form a sanitary district to treat wastewater in the two communities; in 1928, a new, state-of-the-art plant began service and, throughout the years, was upgraded and expanded; and

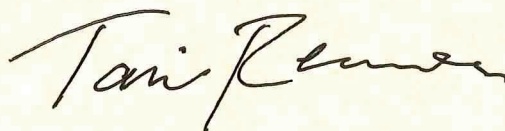
WHEREAS, in 1990, the district was renamed the Bloomington-Normal Water Reclamation District (BNWRD) by district trustees; in 2005, the J. Michael Callahan Southeast Wastewater Plant, a second wastewater treatment facility, opened to serve the north, east, and southeast metro areas of Bloomington-Normal and portions of the Village of Downs; and

WHEREAS, the Bloomington-Normal Water Reclamation District's mission is to recycle wastewater safely, efficiently, and economically to improve the quality of life, maintain the public health, and protect the environment in the Bloomington-Normal area; and

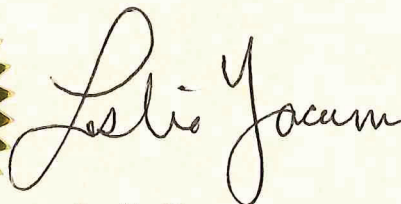
WHEREAS, the Bloomington-Normal Water Reclamation District has created and currently maintains two conservation/environmental sites in McLean County; the Kenneth L. Schroeder Wildlife Sanctuary is located near the Southeast Plant and is open to the public; the E. Burton Mercier Conservation Area is near Shirley; and

WHEREAS, the Bloomington-Normal Water Reclamation District has been nominated for a number of awards; the West Bloomington Plant has been nominated for Plant of the Year by the Illinois Environmental Protection Agency multiple times and was selected as the Group One Plant of the Year by the statewide Illinois Association of Water Pollution Control Operators four times; in February 2019, the Southeast Plant received the Group One Plant of the Year Award from the Illinois Association of Water Pollution Control Operators for excellence in aesthetics, cleanliness, operations, and compliance with state wastewater treatment standards;

THEREFORE, BE IT RECOGNIZED, that we congratulate the Bloomington-Normal Water Reclamation District on the occasion of the 100th anniversary of its founding and continuing mission.



Tari Renner
Mayor



Leslie Yocum
City Clerk



Appointments

Jenn Carrillo: *Cannabis Task Force*

Julie Emig: *Cannabis Task Force*

Greg Scott: *Cannabis Task Force*

Aaron Veerman: *Cannabis Task Force*



Appointments

De Urban: *Cannabis Task Force*

Jan Lancaster: *Cannabis Task Force*

Deb Carter: *Cannabis Task Force*

Linda Foster: *Cannabis Task Force*



Appointments

Olivia Butts: *Cannabis Task Force*

John Walsh: *Cannabis Task Force*

CONSENT AGENDA



CONSENT AGENDA ITEM NO. 7.A

FOR COUNCIL: October 14, 2019

SPONSORING DEPARTMENT: City Clerk

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Minutes of the September 9, 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:



Leslie Yocum, City Clerk 10/9/2019

Recommended by:

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

Tim Gleason, City Manager

Attachments:

- 1B Regular Session Meeting Minutes 090919_Draft



MINUTES

PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL OF BLOOMINGTON, ILLINOIS
MONDAY, SEPTEMBER 9, 2019, 6:00 P.M.

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 6:00 p.m., Monday, September 9, 2019.

Council Member Black called in to the meeting (5:59 p.m.).

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.

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; and other City staff were present.

Mayor Renner asked for a motion to allow Council Member Black to participate by phone as he was unable to attend the meeting due to traveling for work purposes.

Council Member Mathy made a motion, seconded by Council Member Carrillo, that Council Member Black be approved to participate in the meeting by phone.

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.

Recognition/Appointments

A. Presentation of Bloomington Police Chief, Dan Donath.

Mayor Renner complimented the Bloomington Police Department as a whole and congratulated Chief Donath. He spoke fondly of Chief Donath and asked him to come forward to be sworn in before Council and the community. He pointed out that Chief Donath was sworn-in on August 28, 2019 prior to assuming Chief duties, but that tonight would serve as his formal swearing in ceremony before the City.

City Clerk, Leslie Yocum, came forward to swear-in Chief Donath.

Chief Donath's wife, Connie Donath, came forward to pin Chief Donath's 4-star bar to his uniform signifying him as Bloomington's Police Chief.

Council and all in attendance stood to applaud Chief Donath.

Chief Donath addressed Council and the public. He thanked them for the opportunity and looked forward to leading the Bloomington Police Department in serving the public.

B. Proclamation recognizing Raksha Bandhan, the Day of Universal Brotherhood and Unity.

ShriNarayan Chandak came forward to accept the proclamation and address Council. He was excited about the proclamation. He thanked Council and the community for always welcoming him, and the rest of the community for making Bloomington a wonderful place to live. He also recognized a few attendees who had participated in Raksha Bandhan by asking them to stand.

Public Comment

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

Aa-Ron LeNe-o	Surena Fish
RJ McCracken	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 Painter made a motion, seconded by Council Member Mwilambwe, that the Consent Agenda, including all the items listed below, be approved as presented with the exception of Items 7C and 7E.

Item 7A. Consideration and action to approve Bills, Payroll, Electronic Transfers, and Procurement Card Purchases in the amount of \$7,490,863.02, as requested by the Finance Department. *(Recommended Motion: The proposed Bills, Payroll, Electronic Transfers, and Procurement Card Purchases be approved.)*

Item 7B. Consideration and action to approve Appointments to Various Boards and Commissions as requested by the Administration Department. *(Recommended Motion: The proposed Appointments be approved.)*

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

Item 7D. Consideration and action to approve a Contract with Rowe Construction (Bid# 2020-10), a Division of United Contractors Midwest, Inc., and a State Motor Fuel Tax (MFT) Resolution for Improvement Under the Illinois Highway Code to allocate State MFT funds for the construction of intersection improvements at GE Road and Keaton Place/Auto Row Drive, in the amount of \$876,831.72, as requested by the Public Works Department. *(Recommended Motion: The proposed Contract and Resolution for Improvement be approved.)*

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

Item 7F. Consideration and action authorizing the City Manager to execute a workers' compensation settlement agreement in the amount of \$128,689.75 to City of Bloomington Firefighter John Meckley, Case #16WC015274, 18WC016234, as requested by the Human Resources Department. *(Recommended Motion: The City Manager be authorized to enter into a settlement agreement, in an amount not to exceed \$128,689.75, with John Meckley in relation to a workers' compensation case.)*

Item 7G. Consideration and action on the approval of a Multi-year Contract with SEAM Group to perform Arc Flash Studies of City Facilities (RFQ #2020-11), as requested by the Public Works and Facilities Management Departments. (*Recommended Motion: The proposed Contract be approved.*)

Item 7H. Consideration and action on an Ordinance Amending Chapter 6, Section 26(D), Chapter 23, Section 44, and Chapter 31, Section 701 of the City Code Regarding Liquor at City-owned Properties, Miller Park Pavilion and Davis Lodge, as requested by the City Clerk Department. (*Recommended Motion: the proposed Ordinance be approved.*)

Item 7I. Consideration and action to approve a Lake Bloomington Lease Transfer of Lot 1, Block 12 in Camp Potawatomie, from Stephen and Alexandra Juriga to the petitioner, W. Thomas Lawrence, as Trustee of the W. Thomas Lawrence Trust, as requested by the Public Works Department. (*Recommended Motion: The proposed Lease Transfer be approved.*)

Item 7J. Consideration and action to approve a Lake Bloomington Lease Transfer of Lot 8, Block 2 in Camp Kickapoo, from Shirley J. Armstrong Estate to the petitioners, Mark and Colleen Fellheimer, as requested by the Public Works Department. (*Recommended Motion: The proposed Lease Transfer 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.

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

Item 7C. Consideration and action to purchase three (3) Labrie Expert (T) 2000 Helping Hand Single Arm Automated Side Loader Bodies from Key Equipment of Bridgeton, Missouri, in the amount of \$461,113.80, using Sourcewell (Contract #112014-LEG), and three (3) 2020 Crane Carrier Model LDT2-30 Chassis from National Auto Fleet Group, in the amount of \$558,903.66, using Sourcewell (Contract # 081716-NAF, exp. 11/15/20), for a total of three (3) Automated Refuse Collection Trucks, at a total of \$1,020,017.46, and authorization to dispose of the three 2012 Crane Carrier 1LGT2-26 Automated Refuse Collection Trucks by online public auction, as requested by the Public Works Department. (*Recommended Motion: The proposed Purchases and Disposal be approved.*)

Council Member Boelen asked a variety of questions regarding Henson Disposal's involvement in the City's pick-up of bulk waste.

Tim Gleason, City Manager, responded with details of how bulk waste and brush are collected and handled.

Council Member Boelen believed that \$20,000/week was a lot for the City to be paying for waste and asked whether the contracts would expire soon so that they could be renegotiated. Mr. Gleason asked Assistant Public Works Director, Bob Yehl, to come forward. Mr. Gleason stated that he had brought up the need for an internal discussion to be had regarding bulk waste in the future. He was interested in meeting with Council on the matter once staff had had time to meet. Mr. Yehl added that Public Works had seen an increase in

use of the Citizen Convenience Center and stated that he didn't know the expiration dates of contract off-hand, but that his department was open for all Council recommendations.

Council Member Boelen made a motion, seconded by Council Member Crabill, that the Consent Agenda Item 7C 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 Carrillo.

Item 7E. Consideration and action to approve the purchase of two (2) 2019 Ford F150 trucks from Morrow Brothers Ford of Greenfield, Illinois, in the amount of \$64,510, using the State of Illinois purchasing contract (Contract #PSD4018488, exp. 12/14/2019), as requested by the Public Works Department. *(Recommended Motion: The proposed Purchase be approved.)*

Council Member Carrillo stated she pulled the item to echo the comments made at public comment regarding the contract being recommended for a vendor outside the City.

Mr. Yehl stated that Public Works follows the City's procurement policy and works to be a good steward of the City's money. He pointed out that the proposed purchase was recommended as the most economical way to make the purchase.

Council Member Black asked some questions regarding the Local Preference Ordinance.

Mr. Jurgens clarified the City's Local Preference Ordinance.

Council Member Carrillo made a motion, seconded by Council Member Painter, 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, Carrillo, Black, Crabill, and Bray.

Nays: None.

Motion carried.

Regular Agenda

The following was presented:

Item 8A. Consideration and action on a Resolution Establishing the Cannabis Review & Implementation Task Force Committee, as requested by City Council.

Council Member Carrillo gave a brief introduction of her original request to create a Cannabis Task Force. She stressed that the Task Force would be created to compliment the evaluation of Cannabis legislation, not replace the Council and/or communities involved. She went on to review the legislation on a high-level, as well as her recommendations on the Cannabis Task Force if created.

Mayor Renner asked a few clarifying questions of Mr. Jurgens. Council Member Carrillo responded accordingly.

Council Member Black clarified that the matter on the table was to determine whether a Cannabis Task Force should be created.

Council Member Bray stated that she had carefully studied the Resolution presented and had many questions. She believed that the City was already prepared to work on decisions and approaches to be made on Cannabis legislation. She felt that staff and Council were best suited to address legislation and any decisions regarding legislation. She believed the Cannabis Task Force would be better used as a resource to Council once larger decisions had been. She was not supportive of the item.

Council Member Boelen expressed concerns creating a Cannabis Task Force. She read literature from the Illinois Municipal League's (IML) information on Boards and Commissions. She believed that Council was best suited to address the legislation and did not support creating a Cannabis Task Force.

Council Member Mwilambwe thanked Council Member Carrillo for bringing the idea forward. He discussed issues he had experienced over the years with task forces in general. He preferred meetings that were open, disciplined, and amongst Council. He believed that staff and Council are best suited to work on the legislation. He was not supportive of a Cannabis Task Force.

Mayor Renner left the room (6:57 p.m.).

Council Member Crabill reminded Council that they voted to support a Connect Transit Working Group and believed that the Cannabis Task Force would operate similarly. He believed the Task Force would not replace Council's involvement, but that it could compliment Council and staff's work. He recommended a comprehensive approach and was supportive of the Cannabis Task Force.

Mayor Renner returned to the meeting (6:58 p.m.).

Council Member Mathy stated that he was supportive of the Cannabis Task Force. He believed that the Cannabis Task Force and Council could work alongside each other.

Council Member Emig asked Mr. Jurgens a few procedural questions on what order legislative issues regarding cannabis needed to be addressed. Mr. Jurgens stated that zoning and taxation needed to be addressed first.

Mayor Renner asked for a motion to extend the discussion of the item by 10 minutes.

Council Member Bray made a motion, seconded by Council Member Boelen, that the discussion be extended for 10 minutes.

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.

Council Member Black asked Mr. Jurgens whether Council would have the right to end the Cannabis Task Force at its discretion. Mr. Jurgens confirmed. Council Member Black expressed support for creating the Cannabis Task Force.

Council Member Painter stated that she was originally supportive, however, her decision changed once she had read the Resolution presented. She discussed her experience with Task Forces in the past and believed that staff are best to bring forward recommendations to Council. She believed that an ad hoc Task Force would slow the process down and was not supportive of it.

Council Member Bray pointed out that the vote would be close. She believed that Council's strength was moving in the form of consensus and encouraged her peers who are for the Task Force to consider the discussions had at the meeting. She recommended that the Task Force be considered later, after Council and staff had had more time.

Council Member Carrillo also supported a Council consensus, but believed that divisions amongst Council would result no matter whether the Task Force was created or not.

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

Council Member Emig offered support for the item and recommended that a staff member be added to the Task Force as a co-chair. She believed that more information on the topic was a benefit and stressed that Council would maintain the power even if a Task Force was created.

Council Member Bray pointed out a variety of items she believed were of issue with the Resolution presented and stated that if the Resolution was to pass, she'd recommend several amendments. She questioned the neutrality of Council Member Carrillo serving as the Chair of the Task Force.

Council Member Mathy asked Mr. Gleason whether they could add review of IML's documents for the Committee of the Whole meeting on September 16, 2019. Mr. Gleason confirmed that it could be added to the meeting on the 16th.

Council Member Boelen made a motion, seconded by Council Bray, that the following amendments be made to the Resolution presented: (1) Council Member Carrillo be removed as the Chair; (2) the Task Force expire 90 days from passage; and (3) that prospective cannabis business owners be removed from being able to serve on the Task Force.

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

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

Nays: Council Members Carrillo, Crabill, and Emig.

Motion carried.

Mayor Renner then asked for Council to vote on the original motion to approve the Cannabis Task Force.

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

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

Nays: Council Members Boelen, Mwilambwe, and Bray.

Motion carried.

City Manager's Discussion

City Manager Tim Gleason pointed out the upcoming calendar of events available on the City's website. He discussed a recent press release put out by the City regarding the S-4 designation public hearing being cancelled due to the potential sale of the downtown State Farm building. He went on to discuss upcoming agenda items for the Committee of the Whole.

Mayor's Discussion

Mayor Renner addressed news regarding the State Farm building and was excited about the opportunity. He mentioned several events he participated in recently.

Council Member's Discussion

Council Member Mathy complimented the Labor Day parade and stressed that it was a great success.

Council Member Crabill encouraged the community to spread the word about the Small Business Development Center's Veteran Resource Workshop coming up that would focus on assisting veterans in starting businesses. He also mentioned that he would be hosting an Open House in the Council Chambers on Friday, September 13th at 4:30 p.m.

Executive Session

Adjournment

Mayor Renner added that he would be following standard procedure with the Cannabis Task Force and would not be recommending a Chair. He intended to let the Task Force elect its own Chair and Co-Chair at its first meeting. He then asked for a motion to adjourn.

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

Motion carried unanimously (viva voce).

The meeting adjourned at 7:36 p.m.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, City Clerk



CONSENT AGENDA ITEM NO. 7.B

FOR COUNCIL: October 14, 2019

SPONSORING DEPARTMENT: Finance

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION: The proposed Bills, Payroll, and Electronic Transfers 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, and Electronic Transfers on file in the City Clerk's Department, available at www.cityblm.org.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Total disbursements to be approved \$6,961,473.40 (Payroll total \$2,509,504.92, Accounts Payable total \$3,820,772.58, and Electronic Transfers total \$631,195.90).

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

10/9/2019


Tara Henry, Legislative Assistant

10/10/2019

Recommended by:

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

Tim Gleason, City Manager

Attachments:

- FIN 1B Council Finance Summary Report

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
9/27/2019	\$ 1,976,476.82	\$ 501,842.69	\$ 2,478,319.51

9/24/2019-10/2/2019	\$ 28,067.30	\$ 3,118.11	\$ 31,185.41
Off Cycle Adjustments			

PAYROLL GRAND TOTAL \$ 2,509,504.92

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total	PCARDS Date Range	Total
10/14/2019	AP General	\$ 3,700,476.18		
	AP JM Scott			
10/14/2019	AP Comm Devel	\$ 27,795.30		
10/14/2019	AP IHDA	\$ 2,010.00		
10/14/2019	AP Library	\$ 62,860.62		
10/14/2019	AP MFT	\$ 2,500.00		
9/25/2019-10/4/2019	Out of Cycle	\$ 25,130.48		
8/31/2019-10/2/2019	AP Bank Transfers	\$ 631,195.90		
	AP GRAND TOTAL	\$ 4,451,968.48		
			PCARD GRAND TOTAL	

TOTAL	\$ 6,961,473.40
-------	-----------------

Respectfully,

F. Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 7.C

FOR COUNCIL: October 14, 2019

SPONSORING DEPARTMENT: Parks, Recreation and Cultural Arts

WARD IMPACTED: Ward 7

SUBJECT: 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.

RECOMMENDED MOTION: The proposed Resolution for the Change Order be approved.

STRATEGIC PLAN LINK:

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

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: O'Neil Pool, located at O'Neil Park at 1515 W. Chestnut Street, requires repair to allow it to be opened for the 2020 season per the Illinois Department of Health report received in 2019. One required repair is to eliminate a trip hazard along the perimeter of the pool. The most cost-effective and sound method is to remove and replace the concrete decking around the edge of the pool at a width of approximately four (4) feet. This can be completed using the existing sidewalk repair contract awarded to JG Stewart and use existing unit prices for sidewalk repair in the current contract. This method would result in an estimate of \$24,100, with an added \$800 contingency, for a total not to exceed \$24,900.

Adding locations is allowed under the FY 2020 Sidewalk & Curb Ramp Replacement Program Phase II, Bid no. 2020-05. The funds will come from the Parks, Recreation & Cultural Arts - Aquatics Budget, under the line item "Other Repairs & Maintenance", where funds are currently budgeted for O'Neil Pool repairs. The Parks, Recreation & Cultural Arts Department wishes to complete this work this fall in order to avoid possible spring weather delays. This will help to ensure that O'Neil Pool will be open next season.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the \$24,900 will be paid out of the Aquatics-Other Repair & Maintenance account (10014120-70590), where funds are currently budgeted for O'Neil Pool

repairs. Stakeholders can locate this in the FY 2020 Budget Book titled "Budget Overview & General Fund" on page 187.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by: Jeff Kohl, Parks Project Manager

Reviewed by:

Jay Tetzloff

Jay Tetzloff, Director of Parks, Recreation and Cultural Arts

10/2/2019



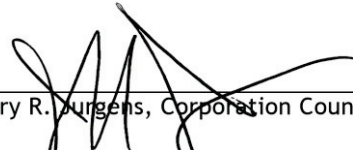
Chris Tomertin, Budget Manager

10/4/2019



Carla Murillo, Procurement Manager

10/4/2019



Jeffery R. Jurgens, Corporation Counsel

10/10/2019



Leslie Yocum, City Clerk

10/10/2019

Recommended by:



Tim Gleason, City Manager

Attachments:

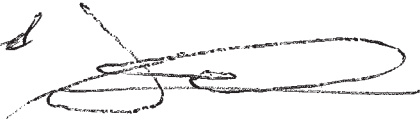
- O'Neil Pool Signed Quote #1302
- O'Neil Pool Map & Measurements #1302
- O'Neil Pool Bid Tab FY2020 sidewalk contract Phase II
- O'Neil Pool Resolution 2019-29 for Change order #1302

Price quote from JG Stewart for concrete work at O'Neil Pool
for Change Order to FY 2020 Sidewalk & Curb Replacement Program Phase II

	<u>Units</u>	<u>Qty</u>	<u>Price</u>	<u>Amount</u>
Saw Cut	FT	420	\$ 5.75	\$ 2,415.00
Pavement Removal	SF	1700	\$ 2.50	\$ 4,250.00
Portland Concrete 8"	SF	1700	\$ 8.05	\$ 13,685.00
Pavement Patch special	SY	50	\$ 75.00	\$ 3,750.00

\$ 24,100.00

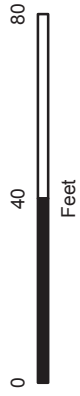
Signed



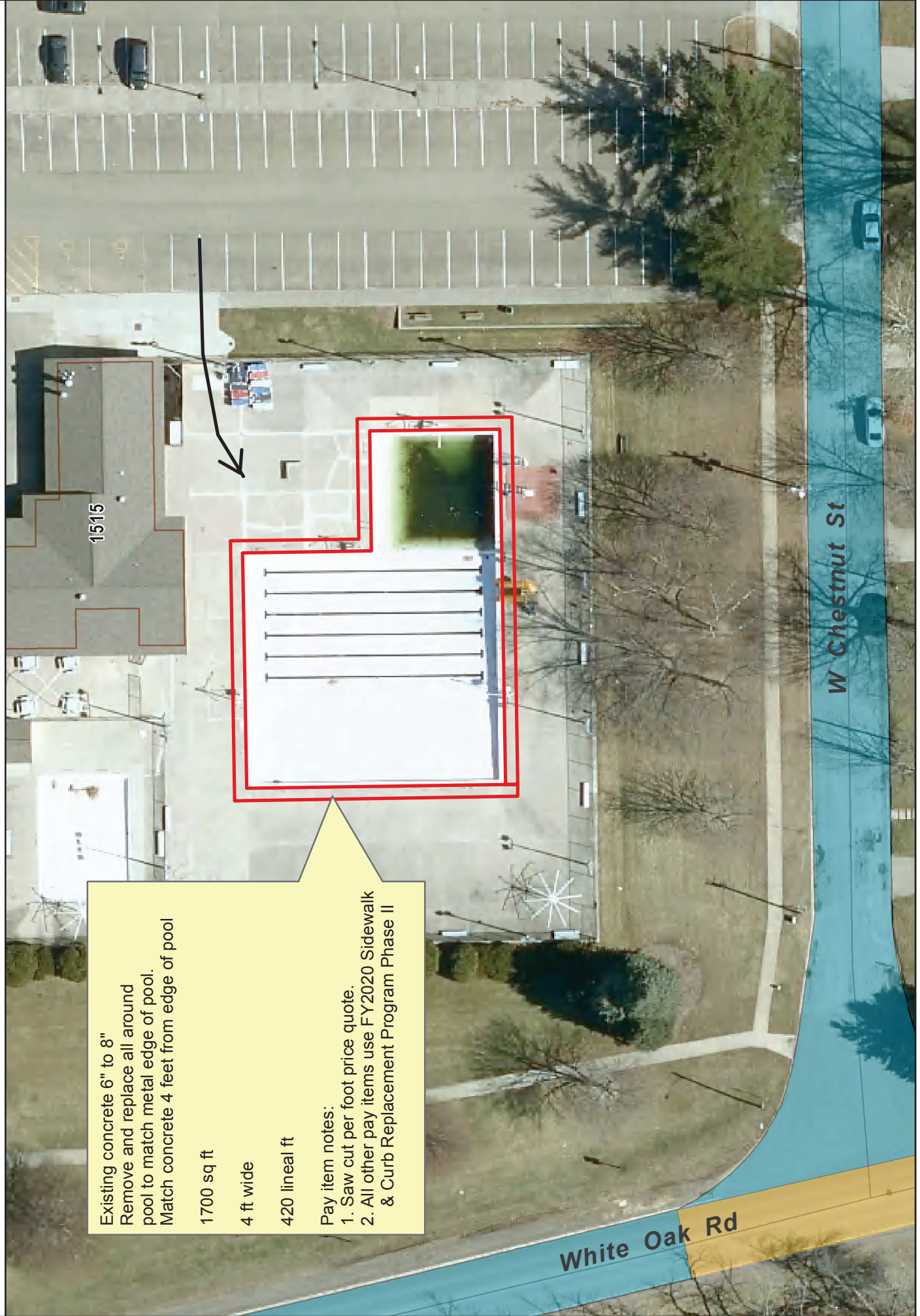
Date

10/8/19

Oneil Pool
Concrete Decking Trip Hazard Repair



Date: 10/8/2019



Existing concrete 6" to 8"
Remove and replace all around
pool to match metal edge of pool.
Match concrete 4 feet from edge of pool

1700 sq ft

4 ft wide

420 lineal ft

Pay item notes:

1. Saw cut per foot price quote.
2. All other pay items use FY2020 Sidewalk & Curb Replacement Program Phase II

ITEM	UNITS	TOTAL QTY	ENGINEER ESTIMATE			J G Stewart		Low Bidder		Kemper Construction, Inc.	Was Con Co	
			UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT			
8 INCH	SQ FT	9855	\$2.70			\$26,608.50	\$2.05	\$20,202.75	\$2.25	\$22,173.75	\$3.74	\$3,740.00
	SQ FT	339	\$9.10			\$3,084.90	\$8.05	\$2,728.95	\$8.50	\$2,881.50	\$6.76	\$2,280.00
	SQ FT	1315	\$8.20			\$10,783.00	\$7.35	\$9,665.25	\$8.00	\$10,520.00	\$5.90	\$7,810.00
6 INCH	SQ FT	8113	\$7.10			\$57,602.30	\$7.05	\$57,196.65	\$7.25	\$58,819.25	\$5.47	\$4,420.00
	SQ FT	162	\$9.00			\$1,458.00	\$14.50	\$2,349.00	\$14.00	\$2,268.00	\$7.42	\$1,200.00
	SQ FT	12	\$1.40			\$16.80	\$3.50	\$42.00	\$5.00	\$60.00	\$1.44	\$17.28
CEMENT, SPECIAL	SQ FT	40	\$24.00			\$960.00	\$24.50	\$980.00	\$25.00	\$1,000.00	\$20.00	\$800.00
	LF	55	\$52.00			\$2,860.00	\$48.00	\$2,640.00	\$52.00	\$2,860.00	\$46.00	\$2,530.00
	LF	10	\$85.00			\$850.00	\$80.00	\$800.00	\$80.00	\$800.00	\$80.00	\$800.00
	SQ FT	286	\$1.25			\$357.50	\$1.25	\$357.50	\$1.00	\$286.00	\$1.50	\$429.00
	EA	2	\$1,100.00			\$2,200.00	\$1,050.00	\$2,100.00	\$1,200.00	\$2,400.00	\$565.00	\$1,540.00
	IN-FT	15	\$45.00			\$675.00	\$36.50	\$547.50	\$45.00	\$675.00	\$50.00	\$750.00
SPECIAL	SQ FT	44	\$1.80			\$79.20	\$2.95	\$129.80	\$2.50	\$110.00	\$2.00	\$88.00
	SQ FT	150	\$3.50			\$525.00	\$2.50	\$375.00	\$3.50	\$525.00	\$10.00	\$1,500.00
	SQ YD	5	\$15.00			\$75.00	\$75.00	\$375.00	\$80.00	\$400.00	\$48.00	\$240.00
SUBTOTAL					\$108,135.20	SUBTOTAL			\$105,778.50		\$10,000.00	

TOTAL	\$100,489.40
TOTAL	\$105,778.50
TOTAL	\$10
As Read	102482.99

RESOLUTION NO. 2019 - 29

A RESOLUTION AUTHORIZING A CHANGE ORDER FOR \$24,900 TO THE FY 2020 SIDEWALK & CURB RAMP REPLACEMENT CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND JAMES G. STEWART CONTRACTORS INC. (BID #2020-05) FOR THE PURPOSE OF THE REPAIR OF THE SIDEWALK AT THE O'NEIL POOL

WHEREAS, the City of Bloomington approved the contract with James G. Stewart Inc. for sidewalk and curb ramp replacement within the City; and

WHEREAS, the contract allows for the addition or changing of locations as needed; and

WHEREAS, the Illinois Department of Health report requires repairs to the O'Neil Pool sidewalk trip hazards in order to open; and,

WHEREAS, this work can be completed using the existing Sidewalk and Curb Ramp Replacement contract with James G. Stewart and use the existing unit prices and the work can most efficiently be completed for a cost not to exceed \$24,900; and,

WHEREAS, the City has funds available in the Parks, Recreation & Cultural Arts - Aquatics Budget (10014120-70590); and,

WHEREAS, the City Council finds that the decision to approve the change order is in the best interest of the City of Bloomington and is germane to the original contract.

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

That the recitals set forth above are incorporated herein and City Manager, or designated representative, is authorized to execute any necessary documents to effectuate the change order with James G. Stewart.

PASSED this 14th day of October 2019.

APPROVED this ____ day of October 2019.

CITY OF BLOOMINGTON

ATTEST:

Tari Renner, Mayor

Leslie Yocum, City Clerk



CONSENT AGENDA ITEM NO. 7.D

FOR COUNCIL: October 14, 2019

SPONSORING DEPARTMENT: Community Development

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

RECOMMENDED MOTION: The proposed Contract be approved.

STRATEGIC PLAN LINK:

-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

-Objective 4b. Upgraded quality of older housing stock

BACKGROUND: Recommending approval of a one-year (1) contract with Amereco, Inc., beginning November 1, 2019 and ending October 31, 2020. This contract may be extended for three (3) subsequent one (1) year options if Community Development determines Amereco's performance under the contract to be acceptable. The contract covers 1) services related to performing a lead risk assessment and providing an assessment report for the Community Development Block Grant and Illinois Housing Development Authority housing rehabilitation programs at the rate of \$774.00 per unit, and 2) services related to clearance testing and a clearance report at the rate of \$520.00 per unit.

Staff issued a Request for Proposal and received (4) proposals. A summary of the submitted proposals follows:

Company	Risk Assessment/Report Cost per Unit	Clearance Testing/Report Cost per Unit
Amereco, Inc.	\$774.00	\$520.00
ATC Group Services, LLC	\$950.00	\$575.00
IDEAL Environmental Engineering, Inc.	\$895.00	\$475.00
Professional Environmental Engineers, Inc.	\$936.35	\$599.00

There were four (4) City employees on the selection committee. Proposals were evaluated on Company Experience, Qualifications of Individuals Providing Services, References, Proposed Cost and Responsiveness with the RFP Requirements. Combined totals ranked as follows: Amereco, Inc. 71; ATC Group Services 63; IDEAL Environmental Engineering 70; and

Professional Environmental Engineers 50.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Proposals was advertised in the Pantagraph on Friday, August 23, 2019.

FINANCIAL IMPACT: Services provided through this contract will be paid from the Community Development Rehabilitation - Other Purchased Services (22402430-70690-51000), Illinois Housing Development Authority Single Family Rehabilitation - Other Purchased Services (22502520-70690-55000) and Illinois Housing Development Authority Home Accessibility Program - Other Purchased Services (22502520-70690-57000).

Stakeholders can find the Community Development Block Grant and Illinois Housing Development Authority budgets in the FY 2020 Budget Book titled "Other Funds and Capital Improvements" starting on page 22.

COMMUNITY DEVELOPMENT IMPACT: H-2.3: Rehabilitate housing in the designated Regeneration Area. Objective H-2.3b: Develop and maintain programs that identify substandard housing and provide a wide spectrum of options to correct housing code violations.

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

Respectfully submitted for Council consideration.

Prepared by: Jennifer Toney, Grants Coordinator

Reviewed by:



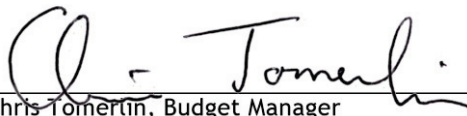
Robert G. Mahrt, Community Development Director

10/2/2019



Carla Murillo, Procurement Manager

10/7/2019



Chris Tomertin, Budget Manager

10/7/2019



Jeffery R. Jurgens, Corporation Counsel

10/8/2019



Leslie Yocum, City Clerk

10/9/2019

Recommended by:

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

Tim Gleason, City Manager

Attachments:

- CD 1B RFP 2020-15 Lead Hazard Control Contract

**CITY OF BLOOMINGTON
CONTRACT WITH**

Amereco, Inc.
FOR

Lead Based Paint Inspector Risk Assessor

THIS AGREEMENT, dated this 1st day of November, 2019, is between the City of Bloomington (hereinafter "CITY") and Amereco, 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. This work was subject to the following procurement initiative by the CITY:
RFP #2020-15 Lead Based Paint Inspector Risk Assessor (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.

Section 3. Description of Services. CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: Paint testing, visual assessment, dust wipes and soil testing; comprehensive risk assessment report including sample results. testing methods and a lead hazard control plan. Clearance testing. as appropriate. May renew contract for 3- subsequent 1-year options if Community Dev. accepts performance level.

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. (Exhibit A)

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

Amereco, Inc.

By: _____
Its City Manager

By: _____
Its _____

ATTEST:

By: _____
City Clerk

By: _____
Its _____

EXHIBIT A

PROPOSAL FORM

RFP #2020-15

Lead Based Paint Inspector/Risk Assessor

The proposer agrees to contract with the City of Bloomington to provide all necessary services, labor, documents and any other means to do all the work and furnish all the materials specified in the proposal in the manner and time therein as set forth by the proposer and that the proposer will take in full payment the amount set forth hereon. The cost of all labor, material and equipment necessary for the completion of the proposed work, even though not shown or specified, shall be included in the total price for the various items shown herein.

We further agree to complete all of the above work in a complete, neat, and workmanlike manner. The proposer certifies by signature below that it has not been barred from contracting with a unit of State or Local government in the State of Illinois as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

Description of	Price
Services related to the "Risk Assessment Report"	\$ 774.00 per unit
Services related to the "Clearance Testing"	\$ 520.00 per unit

Amereco, Inc.

Name of Company

54 Michigan Avenue

Address

219.531.0531

Telephone Number

jblosky@amerecoeng.com

Email Address


Authorized Signature

Valparaiso

City

Indiana

State

46383

Zip

219.464.9166

Fax Number

09-11-2019

Date



CONSENT AGENDA ITEM NO. 7.E

FOR COUNCIL: October 14, 2019

SPONSORING DEPARTMENT: Parks, Recreation and Cultural Arts

WARD IMPACTED: Ward 6

SUBJECT: 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.

RECOMMENDED MOTION: The proposed Contract 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: City Council approved Miller Park Zoo to apply for the State of Illinois Public Museum Capital Grant Program in 2014. The grant was first given on June 14, 2014 and subsequently suspended by the State of Illinois. The grant, of \$700,000, has been reinstated and the award was announced, and signed, on July 29, 2019. This project is fully funded by the grant award with no additional City funding necessary. This project must be completed by April 1, 2021. This project is specified in the Zoo's Master Plan.

The project is a De Brazza's Monkey Exhibit to be built next to the Flamingo Exhibit. The new exhibit will house two primary species, including a breeding pair of De Brazza's Monkeys; and a Red-Flanked Duiker, a species of antelope.

Shive Hattery, Inc. Architecture & Engineering firm was chosen from the City's list of qualified architectural & engineering professionals based on the approved multi-year RFQ list (RFQ 2019-34). They were chosen based on their general expertise in architectural and engineering design, their success in design, implementation and project management of the Zoo concession stand and parking lot, as well as their familiarity with the Miller Park Zoo property gained from working on these recent projects. Shive Hattery Inc. will provide design of the exhibit, construction administration, and construction observation.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This project has been budgeted in the Capital Improvement Fund. The grant proceeds will be received in the Capital Improvement-State of Illinois account (40100100-53310). \$600,000 of the grant is for this project with the remaining \$100,000 for

the Zoo Concession/Parking Lot project. The expenditures are budgeted in the Capital Improvement-Architectural & Engineering Services account (40100100-70051) for \$100,000 and Capital Improvement-Buildings account (40100100-72520) in the amount of \$500,000. This project is reimbursed through the State of Illinois through recently awarded grant funds.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by: Jeff Kohl, Parks Project Manager

Reviewed by:

Jay Tetzloff

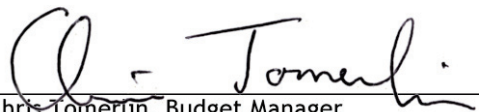
Jay Tetzloff, Director of Parks, Recreation and Cultural Arts

10/2/2019



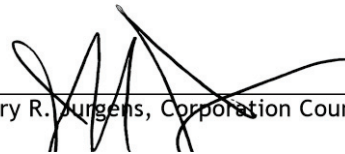
Carla Murillo, Procurement Manager

10/7/2019



Chris Tomertin, Budget Manager

10/7/2019



Jeffery R. Jurgens, Corporation Counsel

10/10/2019



Leslie Yocum, City Clerk

10/10/2019

Recommended by:



Tim Gleason, City Manager

Attachments:

- PRCA 1B Service Agreement and Scope of Services_DeBrazzasMonkeyExhibit
- PRCA 1C Debrazza's Exhibit Rendering Multi-view

PROFESSIONAL SERVICES AGREEMENT

ATTN: Jeff Kohl
CLIENT: City of Bloomington, IL
109 E. Olive Street
Bloomington, IL 61702-3157

PROJECT: COB - MPZ DeBrazza's Monkey Exhibit

PROJECT LOCATION: Bloomington, IL

DATE OF AGREEMENT: September 27, 2019

PROJECT DESCRIPTION

Your project is a new DeBrazza's Monkey Exhibit for the Miller Park Zoo. The exhibit will also be the home for a Red-Flanked Duiker. The project will include the following elements: enclosure building, outdoor enclosure, and viewing areas. The project is more specifically described in Exhibit 1 and Exhibit 2

SCOPE OF SERVICES

We will provide the following services for the project:

Land Surveying, Civil Engineering, Structural Engineering, Architecture, Mechanical Engineering, Electrical Engineering, Construction Administration and Construction Observation

Our services will be provided in the progression of the following phases

Phase 1: Schematic Design

1. The preliminary plans of the DeBrazza's Monkey exhibit developed by AFH Design (see attached Exhibits) will serve as the starting point for Shive-Hattery's design services. Shive-Hattery will meet with the City and Zoo staff to review the requirements of the project including site improvements, enclosure building and services, exterior enclosure netting system, visitor viewing areas, secondary fencing, and other animal related amenities. A site survey and geotechnical evaluation of the site will also be completed during the Schematic Design phase.
2. Deliverables: Shive-Hattery will provide the following deliverables at the completion of the Schematic Design phase:
 - A. Schematic site plans, floor plans and exterior elevations
 - B. Design Narrative for mechanical, electrical, plumbing systems.
 - C. Sample enclosure netting for selection
 - D. Initial Opinion of Probable Cost
3. Meetings: (1) Design Kick-Off Meeting to be held at the Zoo.



Phase 2: Design Development

1. The Design Development phase of the project is intended to finalize the design requirements of the DeBrazza's Monkey exhibit. In this phase we will further refine all disciplines through more detailed information reflected in the site plans, floor plan, elevations, schematics, notes, and equipment and or material cut sheets
2. Deliverables: Shive-Hattery will provide the following deliverable at the completion of the Design Development phase:
 - A. Design Development level of plans including civil, structural, architectural, plumbing, mechanical, and electrical drawings.
 - B. A list of specification sections to be covered in the final construction documents
 - C. An updated Opinion of Probable Cost.
3. Meetings: At the conclusion of this phase, we will conduct a Design Development review meeting with City and Zoo staff to review these documents and discuss any final adjustments or changes requested prior to beginning the Construction Documents phase. Any final changes will be noted and communicated in memo form before incorporating them into the Construction Documents. Shive-Hattery will host this meeting at our office.

Phase 3: Construction Documents

1. During the Construction Document Phase, we will take the design agreed upon during Design Development and prepare contract documents (drawings and specifications) suitable for bidding and construction. Any further changes to the design of the DeBrazza's Monkey exhibit during this phase of the project, other than those noted in item 3, above, will be an additional service.
2. Deliverables: Shive-Hattery will provide the following deliverables during this phase of the project.
 - A. 75% Review documents
 - B. 100% Review documents
 - C. Documents for Bidding/Construction in electronic format (PDF)
 - D. Documents for permitting/plan review in format as required.
 - E. Final Opinion of Probable Costs
3. Meetings: Shive-Hattery will conduct design review meetings with City and Zoo staff to coincide with the 75% Review and 100% Review deliverables. Shive-Hattery will host these meetings at our office.

Phase 4: Bidding Phase

1. During the bidding phase Shive-Hattery will:
 - A. Respond to contractor questions during the bidding phase.
 - B. Prepare and issue addenda during the bidding phase to address changes or clarifications.
 - C. Review bids and assist with selection of bidders.
2. Deliverables: Deliverables for this phase will be any addenda issued.
3. Meetings: Shive-Hattery will attend one (1) pre-bid meeting to assist the owner in describing the project to prospective bidders.

Phase 4: Construction Phase

1. During the Construction Phase of the project, Shive-Hattery will provide support to the owner and to the contractor in the form of responding to questions, reviewing submittals, and conducting site visits. This phase includes:
 - A. Submittal Review with a maximum for two (2) reviews of each submittal.
 1. Submittals submitted to Shive-Hattery without proper contractor review will be returned without review.
 - B. Respond to contractor's Requests for Information (RFI).
 - C. Provide (5) monthly site visits during construction.
 - D. Perform one (1) post-construction review of the work completed by the contractor and generate a report identifying items requiring the contractor's attention.
 - E. Prepare Record Documents, based on as-built information provided by the contractor.
2. Deliverables: Deliverables for the Construction phase will be as follows:
 - A. Reviewed submittals
 - B. Responses to RFI
 - C. Site Observation reports documenting each time Shive-Hattery visits the site to observe work.
 - D. Post-construction review report
 - E. Record Documents in electronic format (PDF)
3. Meetings: Shive-Hattery will attend one (1) pre-construction meeting, facilitated by the Contractor/Owner.

CLIENT RESPONSIBILITIES

It will be your responsibility to provide the following:

1. Identify a Project Representative with full authority to act on behalf of the Client with respect to this project. The Client Project Representative shall render decisions in a timely manner in order to avoid delays of Shive-Hattery's services.
2. Legal, accounting, and insurance counseling services or other consultants, including geotechnical, or vendors that may be necessary. The Client shall coordinate these services with those services provided by Shive-Hattery.
3. Provide to Shive-Hattery any available drawings, survey plats, testing data and reports, related to the project and other adjacent project/facilities, either hard copy or electronic media. Electronic media is preferred.
4. Unless specifically included in the Scope of Services to be provided by Shive-Hattery, the Client shall furnish tests, inspections, permits and reports required by law, regulation or code including but not limited to hazardous materials, structural, mechanical, chemical, air pollution and water pollution tests.
5. Provide Shive-Hattery personnel unlimited access to the site as required.

SCHEDULE

We will begin our services upon receipt of this Agreement executed by you which will serve as a notice to proceed.

- We will meet with you to develop a mutually agreed-upon schedule for the Scope of Services.

COMPENSATION

Description	Fee Type	Fee	Estimated Expenses	Total
Design Services	Fixed Fee	\$65,400	\$1,000	\$66,400
Construction Phase Services	Fixed Fee	\$15,000	\$1,000	\$16,000
A Thru Z Consulting & Distributing Inc. - Animal Enclosure Netting Design Assist	Fixed Fee	\$7,500		\$7,500
Ramsey Geotechnical Engineering	Fixed Fee	\$2,700		\$2,700
TOTAL		\$90,600	\$2,000	\$92,600

Fee Types:

- Fixed Fee - We will provide the Scope of Services for the fee amounts listed above.

Expenses:

- Estimated amount - The estimated expense amounts above will be reimbursed in accordance with our Reimbursable Expense Fee Schedule in effect at the time that the expense is incurred. We will not exceed the amounts without your prior authorization.
- Included - For Fixed Fee Type, expenses have been included in the Fee amount. For Hourly Fee Types, expenses will be reimbursed in accordance with our Reimbursable Expense Fee Schedule in effect at the time that the expense is incurred.

The terms of this proposal are valid for 30 days from the date of this proposal.

ADDITIONAL SERVICES

Unless specifically stated in the Scope of Services, any resilient design related services including areas of resistance, reliability and redundancy (i.e. flood protection, storm/tornado shelter, emergency generators, utility backup, etc.) are not included in this proposal.

The following are additional services you may require for your project. We can provide these services, but they are not part of this proposal at this time.

1. Exhibit signage
2. Landscaping and other outdoor amenities
3. Animal related equipment within the building including flooring, bedding, climbing equipment etc.
4. Revision to viewing area concept or increase in enclosure size after DD drawings have been approved
5. The additional design to include Alternate Bids
6. Visualization including renderings, virtual reality, etc.
7. Review of pay applications from the contractor
8. Preparation of substantial completion forms and other construction close-out documentation.
9. Shop drawing and submittal review beyond the two reviews per submittal included in base services
10. Meetings beyond those identified in the base services

EXHIBITS

Exhibit 1: Scope of Services Document from City of Bloomington

Exhibit 2: DeBrazza's Monkey Concept Design by AFH Design

OTHER TERMS

STANDARD TERMS AND CONDITIONS

Copyright © Shive-Hattery April 2019

PARTIES

"S-H" shall mean Shive-Hattery, Inc. or Shive-Hattery A/E Services, P.C. and "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives. equal to the amount of insurance held by S-H.

CLIENT hereby releases S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

INDEMNIFICATION

Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, employees, contractors, subcontractors and consultants against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees, experts' fees, or other legal costs to the extent caused by S-H's negligent performance of service under this Agreement and that of its officers, directors, shareholders, and employees. , willful, wanton, or illegal

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents,, subconsultants, and affiliated companies against all damages, liabilities, losses, costs, and expenses including, reasonable attorneys' fees, expert's fees, and any other legal costs to the extent caused by the acts or omissions of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

HAZARDOUS MATERIALS - INDEMNIFICATION

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H, its officers, directors, shareholders, employees, agents, consultants and affiliated companies, and any of them harmless from and against any and all claims, liabilities, losses, costs, or expenses including reasonable attorney's fees, experts' fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

STANDARD OF CARE

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

BETTERMENT

The CLIENT recognizes and expects that certain change orders may be required to be issued as the result in whole or part of imprecision, incompleteness, omissions, ambiguities, or inconsistencies in S-H's drawings, specifications, and other design, bidding or construction documentation furnished by S-H or in other professional services performed or furnished by S-H under this Agreement (herein after in this Betterment section referred to as S-H Documentation). If a required item or component of the Project is omitted from S-H's Documentation, the CLIENT is responsible for paying all costs required to add such item or component to the extent that such item or component would have been required and included in the original S-H Documentation. In no event will S-H be responsible for costs or expense that provides betterment or upgrades or enhances the value of the Project.

RIGHT OF ENTRY

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment. While S-H shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that S-H files or takes any action, or incurs any costs, for the collection of amounts due it from the client, S-H shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

Insurance Requirements

S-H shall maintain errors and omissions policy in the amount of at least \$2,000,000 and shall further maintain general liability for bodily injury and property damage arising directly from its negligent acts or omissions, with limits not less than \$2,000,000 derived either from the base general liability policy or from a combination of general liability and umbrella/excess coverage. Certificates of Insurance shall be provided to Client and Client shall be named as an additional insured under all policies/coverages.

TERMINATION

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by S-H in connection with the termination of the Agreement or services, including, but not limited to, closing out Project records, termination of subconsultants and other persons or entities whose services were retained for the Project, and all other expenses directly resulting from the termination.

INFORMATION PROVIDED BY OTHERS

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs, expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

UNDERGROUND UTILITIES

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-H or its subcontractors. S-H will use the standard of care defined in this Agreement in providing this service. The information that S-H must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees agents, subconsultants, affiliated companies, and any of them for all claims, losses, costs and damages arising out of the location of underground utilities provided or any information related to underground utilities by S-H under this Agreement.

CONTRACTOR MATTERS

CLIENT agrees that S-H shall not be responsible for the acts or omissions of the CLIENT's contractor, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-H under this Agreement. S-H shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or other entities. In addition, CLIENT agrees that S-H is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

SHOP DRAWING REVIEW

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors, employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.

S-H shall advise the CLIENT if S-H observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

OTHER SERVICES

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless S-H its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

DISPUTE RESOLUTION

If a dispute arises between S-H and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) daytime period, CLIENT and S-H agree to submit to non-binding mediation prior to commencement of any litigation and that non-binding mediation is a precondition to any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

EXCUSABLE EVENTS

S-H shall not be responsible for any event or circumstance that is beyond the reasonable control of S-H that has a demonstrable and adverse effect on S-H's ability to perform its obligations under this Agreement or S-H's cost and expense of performing its obligations under this Agreement (an "Excusable Event"), including without limitation, a change in law or applicable standards, actions or inactions by a governmental authority, the presence or encounter of hazardous or toxic materials on the Project, war (declared or undeclared) or other armed conflict, terrorism, sabotage, vandalism, riot or other civil disturbance, blockade or embargos, explosion, epidemic, quarantine, strike, lockout, work slowdown or stoppage, accident, act of God, failure of any governmental or other regulatory authority to act in a timely manner, unexcused act or omission by CLIENT or contractors of any level (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by contractors of any level). When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for damages, nor shall S-H be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably adjust for S-H's increased time and/or cost to perform its services due to the Excusable Event.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW

This Agreement shall be governed pursuant to the laws in the state of the locale of the S-H office address written in this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA), Iowa Civil Rights Act of 1965, and Illinois Human Rights Act [775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related to performance of the job with or without accommodation.

COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. If the CLIENT issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement shall take precedence in the event of a conflict of terms.

AGREEMENT

This proposal shall become the Agreement for Services when accepted by both parties. Original, facsimile, electronic signatures or other electronic acceptance by the parties (and returned to Shive-Hattery) are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client.

To return a hardcopy of this proposal to us, please return a signed copy to us in the enclosed envelope.

Thank you for considering this proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact us.

Sincerely,
SHIVE-HATTERY, INC.



Gregory Kiesewetter, Project Manager
gkiesewetter@shive-hattery.com

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: City of Bloomington, IL

BY: _____ **TITLE:** _____
(signature)

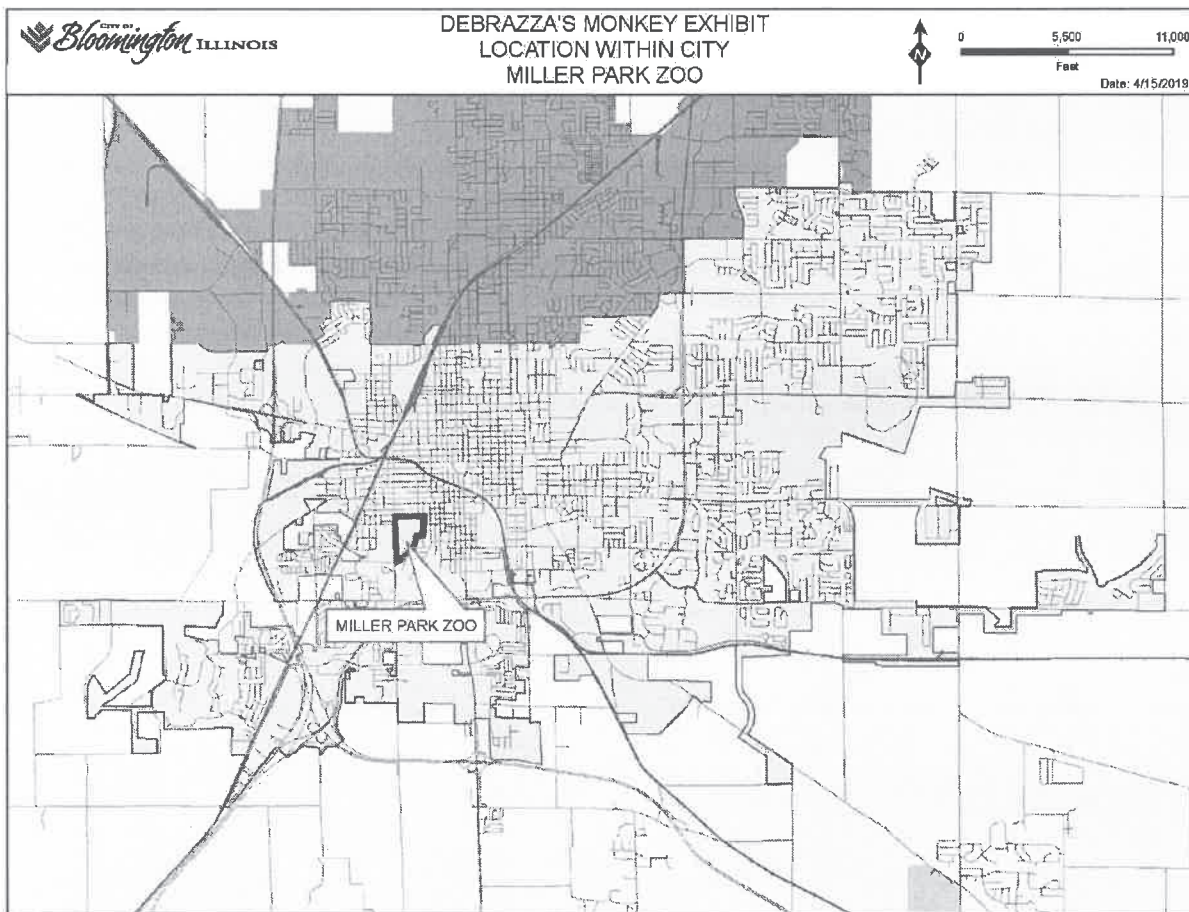
PRINTED NAME: _____ **DATE ACCEPTED:** _____

CC: Jay Tetzloff, City of Bloomington
Eric Maguire, Shive-Hattery
Marc Chiles, Shive-Hattery
Caleb Martin, Shive-Hattery
Matt Gordon, Shive-Hattery
Kurt Karnstedt, Shive-Hattery
Mike Sewell, Shive-Hattery
Bob Furgeson, Shive-Hattery

EXHIBIT A

SCOPE OF A & E SERVICES

1. Design of netted enclosure and attached holding building (filled concrete block, for debrazza's monkey exhibit, also containing red-flanked duiker antelope. {Jay has specs/plans}
 - a. Debrazza's monkey, breeding group.
 - b. Duiker antelope(s), one or two.
2. Design of holding building in accordance with all applicable codes and standards including all utility services (water, gas, electricity, and sewer).
3. Details of netting containing open enclosure included in spec drawing. *interchangeable stalls*
4. Design of separate areas for each of the species: **monkeys gets... duiker gets... see specs**
5. Design of HVAC system to accommodate temperatures of 61 to 77 deg F for the Debrazza monkeys and 50 to 90 deg F. for the Duiker, verify with jay. (Since the temp range of the monkey falls with the range for the duiker, the range could just be list at 61 to 77 deg F.
6. Design of building to be (based on #4 criteria) Filled concrete block.
7. Review of existing site electric supply and service. Design of electric service to the new holding building.
8. Review of gas, sewer, and other existing utilities required for the project. Design of gas service to the new building, and necessary sewer connections.
9. Design of trench drain across building, long ways, draining to existing sanitary.
10. Permits and inspections for all proposed construction. Permit fees shall be waived.

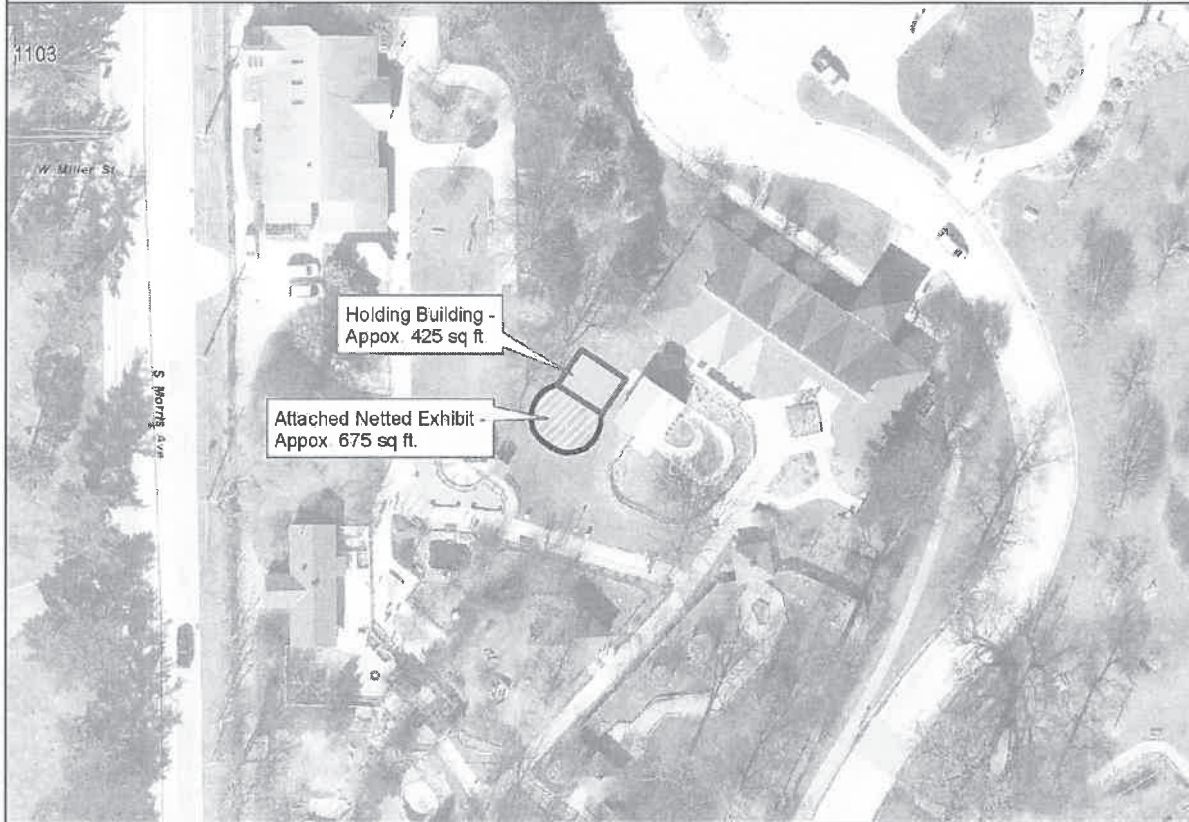


DEBRAZZA'S PLAZA
GENERAL SITE LOCATION
MILLER PARK ZOO



0 60 100
Feet

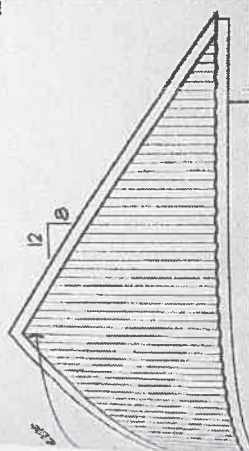
Date: 4/17/2019



1' - 0" (SEE ELEV.)

2 RE 1/4"

D/P A31



BEAM BEARING
ELEV. - 115'-4"

T.O. MASONRY
ELEV. - 113'-8"

8' REINFORCED CMU BLOCK
WITH PERLITE INSULATION
FILL (TYP) - SEE STRUCT.

GLASS BLOCK WINDOWS -
SEE WINDOW SCHEDULE
(TYP)

T.O. MASONRY
ELEV. - 106'-8"

4' UD. FASCIA
CMU WALL
(BEYOND)

4' H. SOLID CMU
CAP (TYP)

8'
REINFORCED
CMU BLOCK
WITH
PERLITE
INSULATION
FILL (TYP) -
SEE STRUCT.

1/8" H.C. AT 16' O.C.
ATTACHED TO FACE OF CMU

4" M.S. AT 16' O.C.
ATTACHED TO FACE OF CMU

5 COLOBUS HOLDING
1/4" - 1' - 0" (EAST ELEV.)

6

B/P A32

1' - 0" (NE ELEV.)

C/PAS

GALV. HIP FLASHING
30" W X 12" L X 1 1/2" GALV.
CORRUGATED METAL
ROOF PANELS
TREATED PARALLAM -
SEE STRUCT.

BEAM BEARING
ELEV. - 115'-4"

T.O. MASONRY
ELEV. - 113'-8"

8' REINFORCED CMU BLOCK
WITH PERLITE INSULATION
FILL (TYP) - SEE STRUCT.

GLASS BLOCK WINDOWS -
SEE WINDOW SCHEDULE
(TYP)

T.O. MAS. OFNG.
ELEV. - 106'-8"

4" WD. FASCIA

CMU WALL
(BEYOND)

4" H SOLID CMU
CAP (TYP)

8'
REINFORCED
CMU BLOCK
WITH
PERLITE
INSULATION
FILL (TYP) -
SEE STRUCT.

4" H SOLID CMU
CAP (TYP)

T.O. MASONRY
ELEV 113'-8"

G.I. FLASHING -
1'-4" X 1'-4" MASON
OPENING

T.O. MASONRY C
ELEV 108'-8"

8' REINFORCED
BLOCK WITH PER
INSULATION FILL
(TYP) - SEE STR

C/PAS

H.M. DOOR &
FRAME - SEE SC

H.M. DOOR &
FRAME - SEE SCHEDULE

BEAM BEARING
ELEV. - 115'-4"

T.O. MASONRY
ELEV. - 113'-8"

1/4" H.C. AT 16' OC.
ATTACHED TO FACE OF CMU

COLOBUS HOLDING

6

1/4" - 1' - 0" (NORTH ELEV.)



COLOBUS HOLDING

1/4" - 0.001

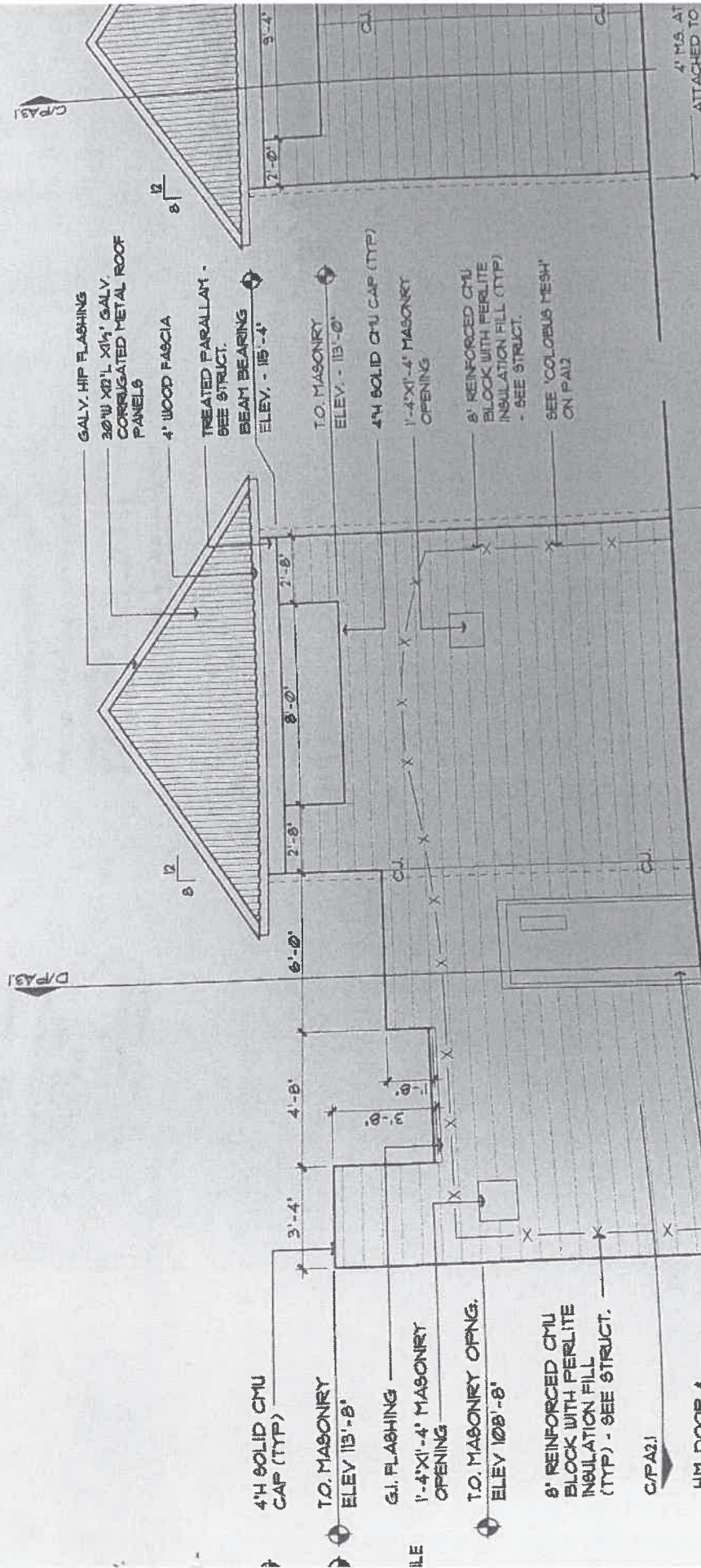
1/8' H.C. AT 16';
ATTACHED TO FACI

3 **RESTROOM BUILDING**

1/4" - 1' - 0" (NEW ELEV)

RESTROOM

1/4" = 4'



4' MS. AT 16' OC.
ATTACHED TO FACE OF CHU

7 1/2' H.C. AT 16' O.C.
ATTACHED TO FACE OF CMU

COLON



COLOBUS HOLDING

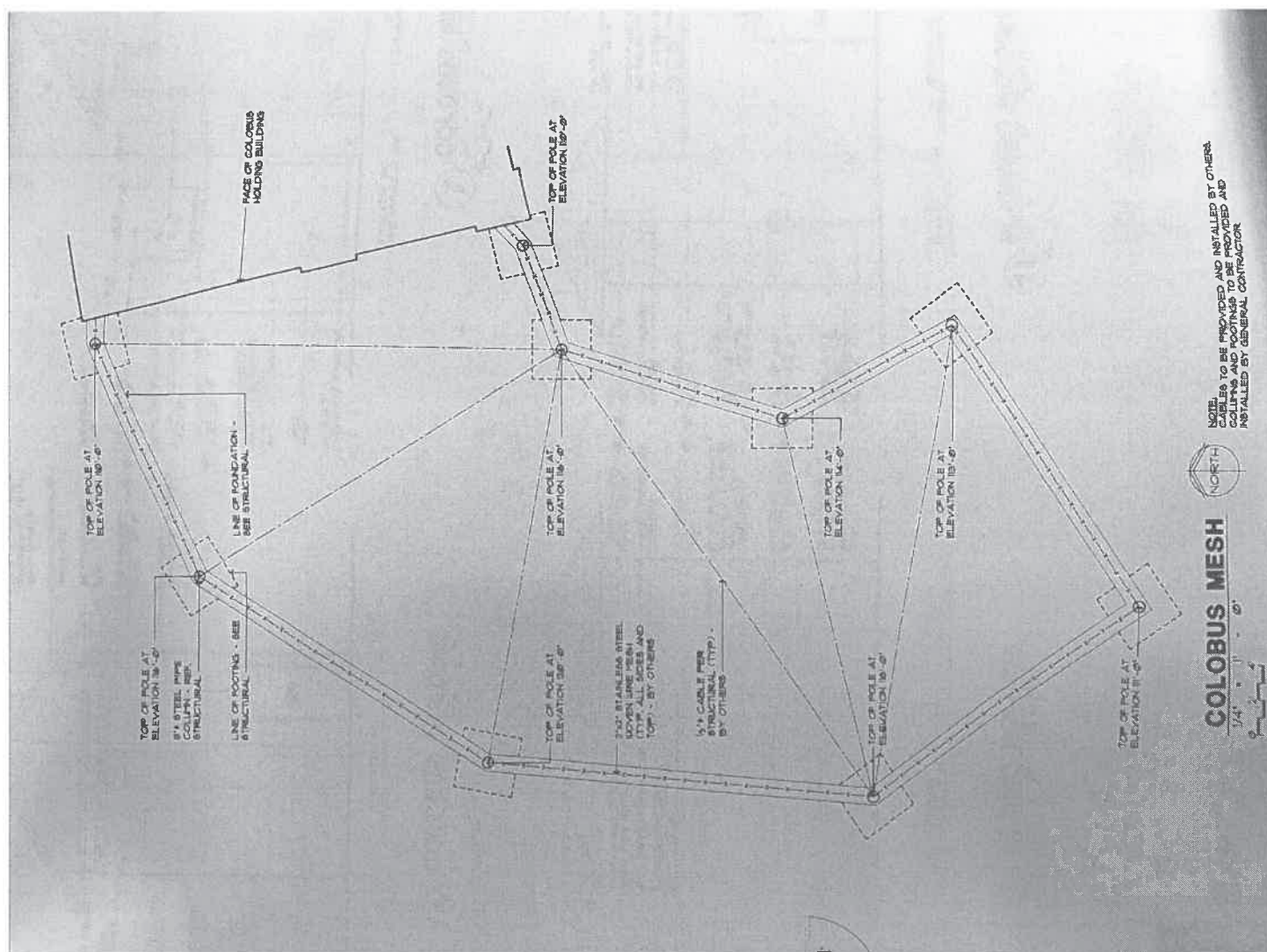
(QUEST ELEV)

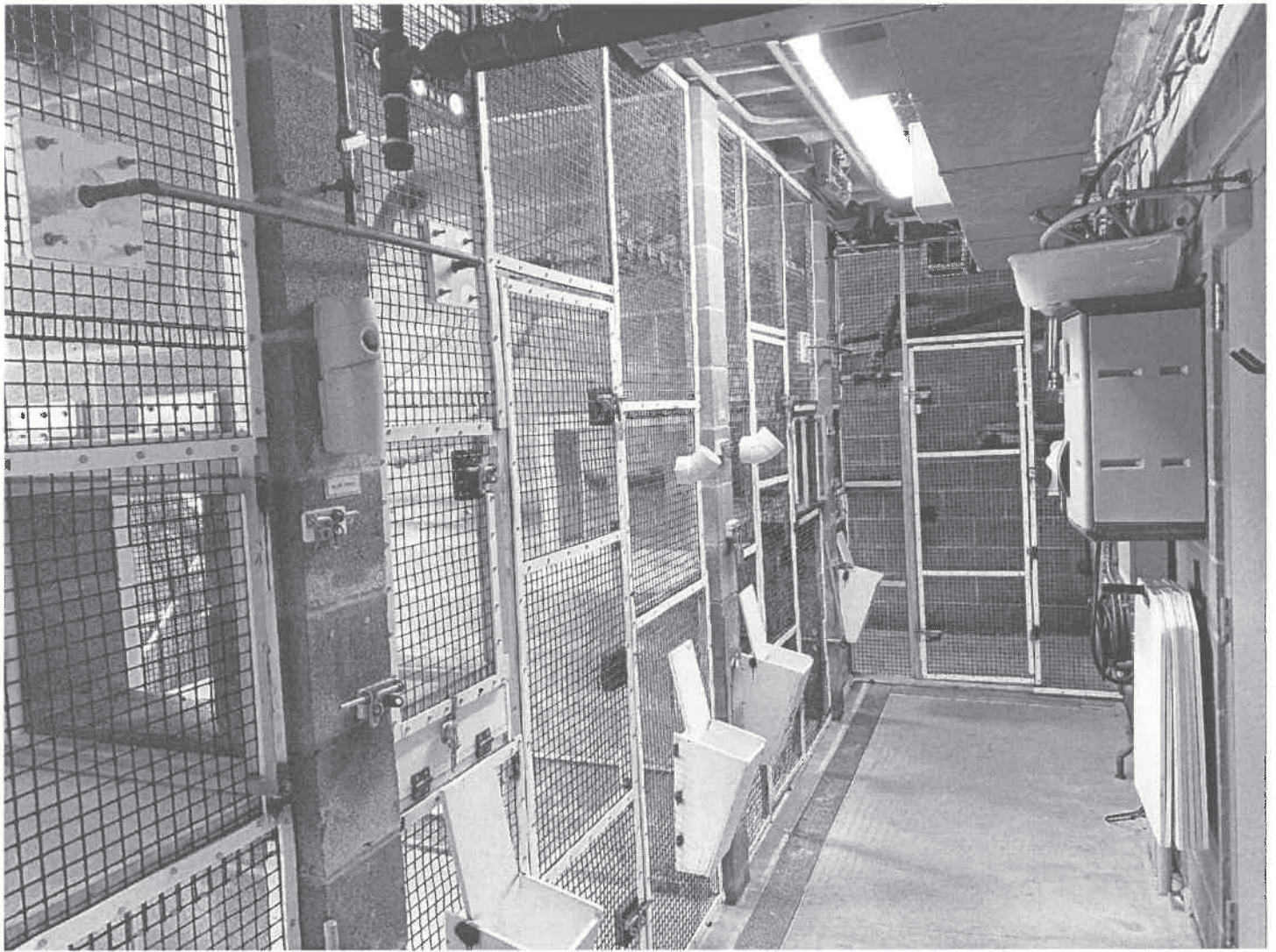
7 $\frac{1}{4}$ = 1' = 4' = 2'

14" 2 4"

PA32

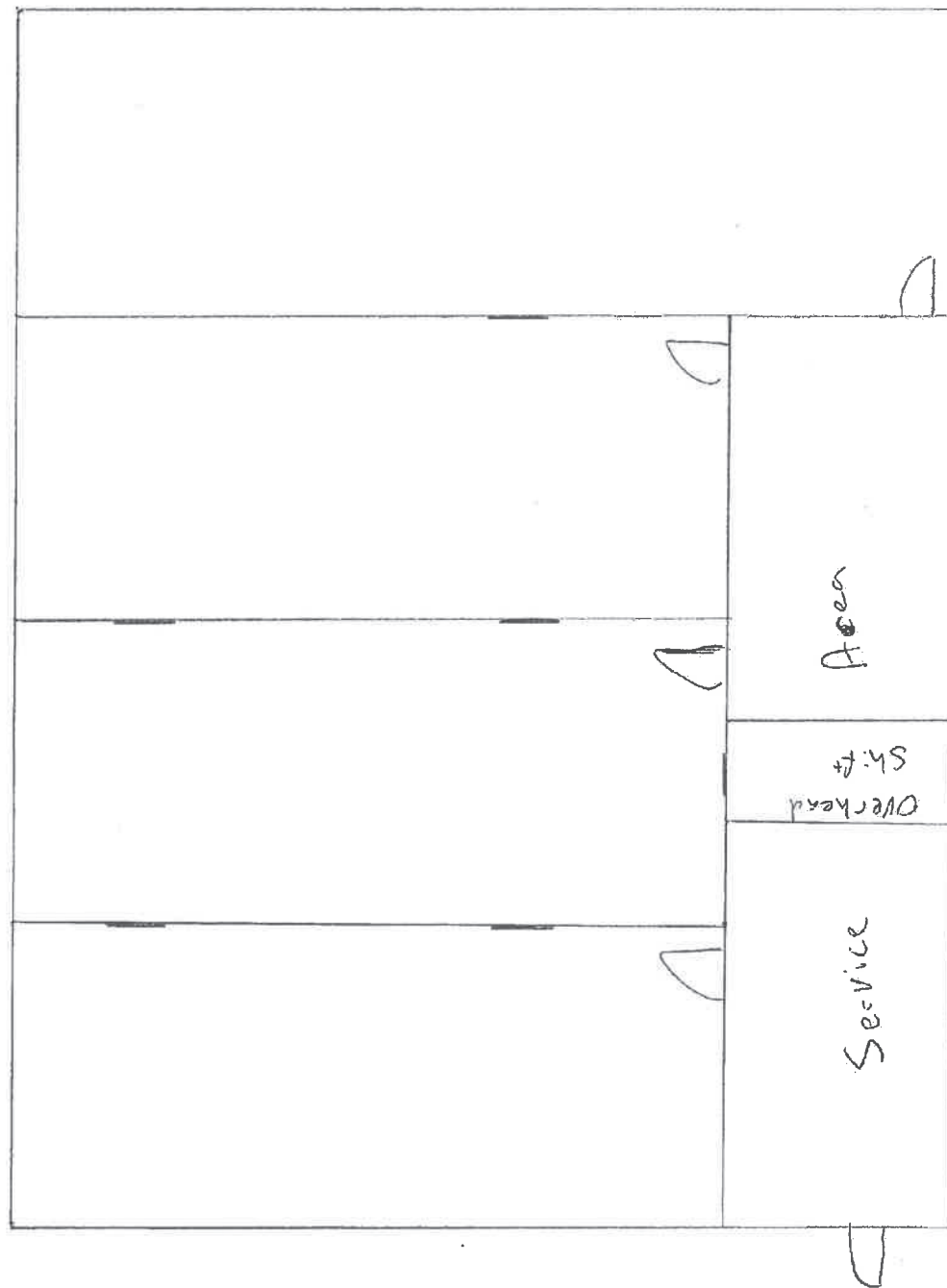
GOING BEYOND







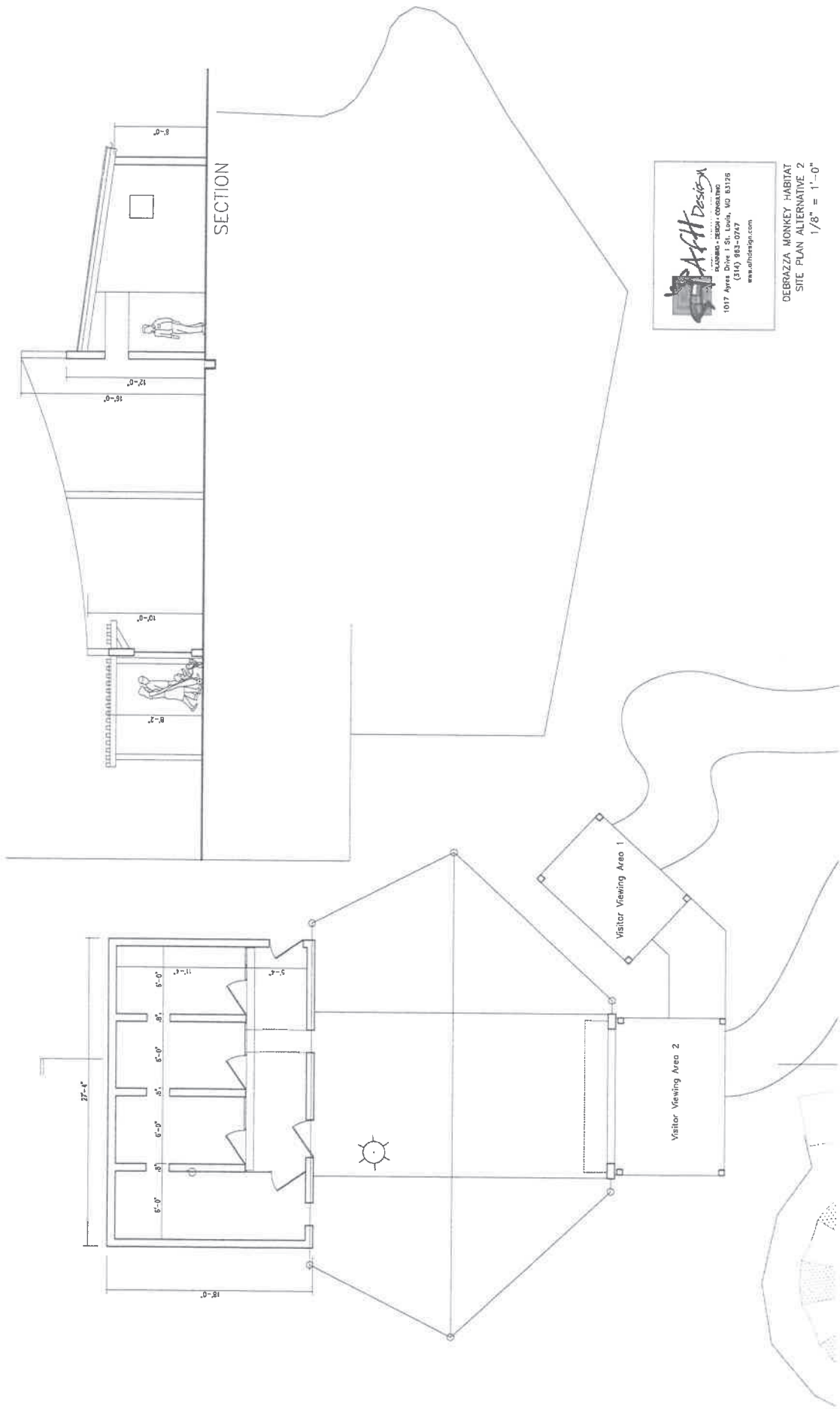
DeBrazza's Holding



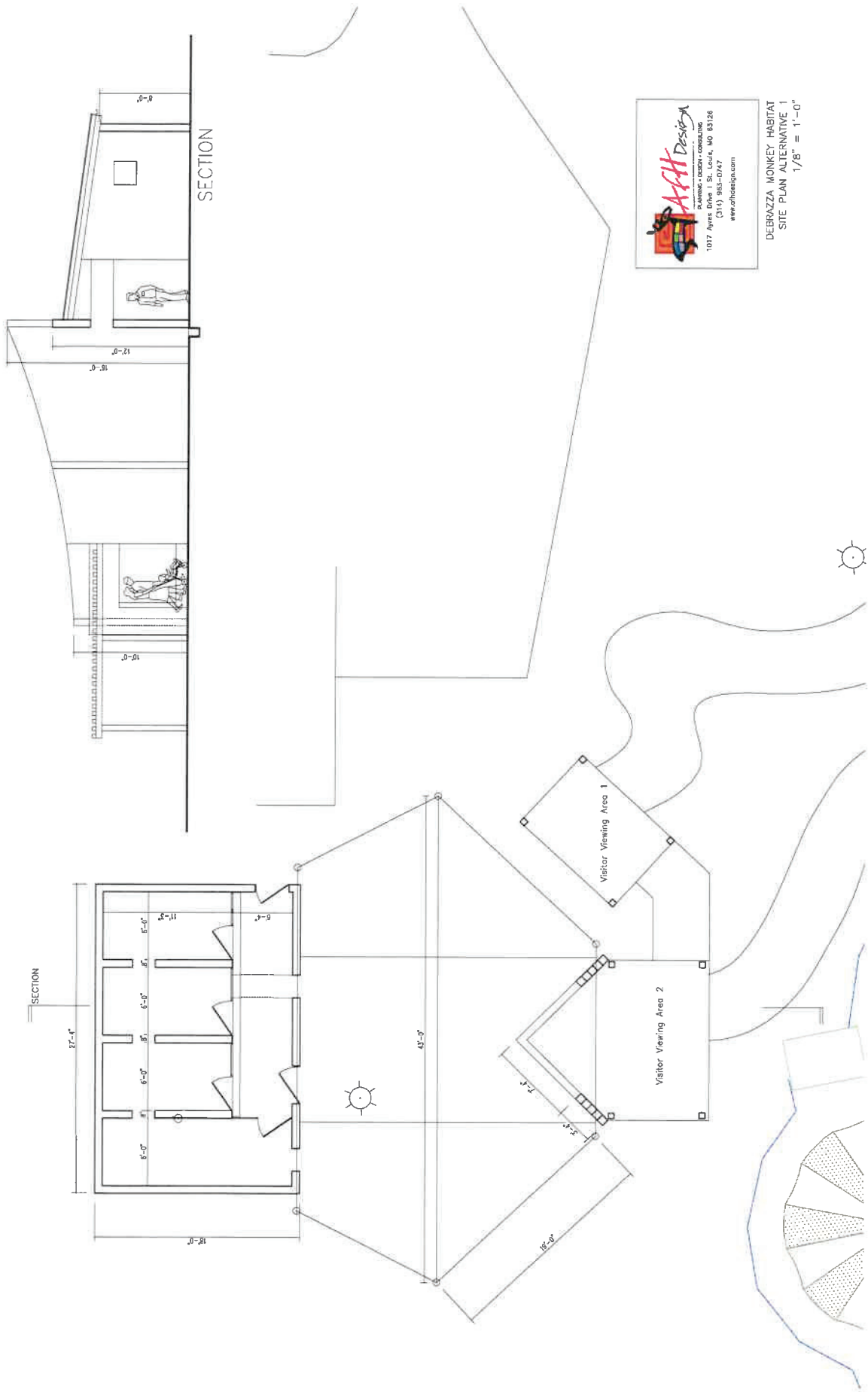
DeBrazza's
exhibit

Flamingo Holding

EXHIBIT B

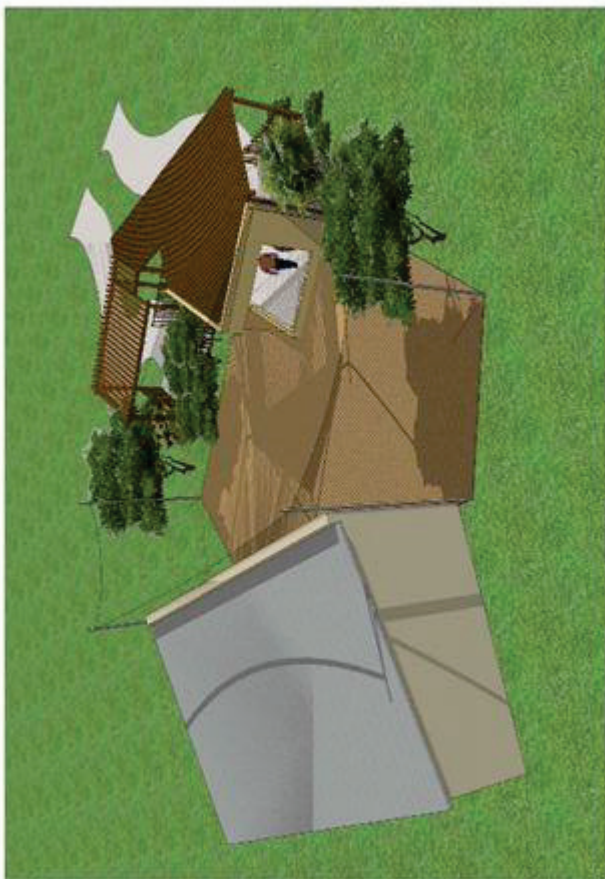


DEBRAZZA MONKEY HABITAT
SITE PLAN ALTERNATIVE 2
1/8" = 1'-0"



Arch Design
PLANNING • DESIGN • CONSTRUCTION
1017 Ayres Drive 1 St. Louis, MO 63126
(314) 983-0747
www.archdesign.com

DEBRAZZA MONKEY HABITAT
SITE PLAN ALTERNATIVE 1
1/8" = 1'-0"



Debrazza's Monkey
Alternative 1
03/03/2015



CONSENT AGENDA ITEM NO. 7.F

FOR COUNCIL: October 14, 2019

SPONSORING DEPARTMENT: Public Works

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

RECOMMENDED MOTION: The proposed Project Management Plan and Professional Services Agreement be approved.

STRATEGIC PLAN LINK:

-Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

-Objective 1d. City services delivered in the most cost-effective, efficient manner
-Objective 1a. Budget with adequate resources to support defined services and level of services

BACKGROUND: The Public Works Department is recommending the approval of the Lake Bloomington Maintenance Facility Project Management Plan and a Professional Services Agreement for programming and cost opinion services from Shive-Hattery, Inc. in the amount of \$21,300.

The Public Works Department desires to construct a new Lake Bloomington Maintenance Facility to replace the previous Lake Parks Maintenance building that was destroyed by a fire on March 10, 2019. In order for the Public Works Department to move forward with requesting Council approval for the new construction, the Public Works Department must submit to the Council a Project Management Plan for any public facility construction project estimated to be in excess of \$500,000, in accordance with City Code Chapter 16, Section 58 (Public Facility Construction). Please see the attached Lake Bloomington Maintenance Facility Project Management Plan.

The Lake Bloomington Maintenance Facility project management plan outlines the schedule and critical issues, identifies any risks, estimates cost, and creates a budget, while providing for the transition of all record drawings, record of contractors and subcontractors, operation and maintenance manuals, training for the proper operation of the facility and equipment, and provides a record of warranties to City staff.

The proposed Professional Services Agreement with Shive-Hattery, Inc. consists of two components. The first is a request for cost-opinion analysis on how much it would cost to

replace an identical building that was destroyed by a fire while at the same time bringing that destroyed building up to all current codes and regulations. The cost-opinion by Shive-Hattery, Inc., if higher than the cost opinion provided by RAC Adjusters (the firm hired by PMA to assess the destroyed building), will then be used to negotiate with the City's third-party administrator (PMA) and the insurance carrier (Brit Global Specialty).

The second component of the proposal is for Shive-Hattery, Inc., to configure the appropriate size of a new facility, as well as an associated cost opinion. The City of Bloomington has provided to Shive-Hattery, Inc. the facilities requirements, number of vehicles for inside storage and other information, and will conduct at least two meetings with the programmers in order to achieve the proper sized building that meets current and future needs of the Department.

The cost of the agreement with Shive-Hattery, Inc. will be reimbursed through the City's insurance provider, Brit Global Specialty.

Through Resolution 2019-34, the City Council approved a list of prequalified vendors for Engineering, Architectural, and Land Surveying services. Resolution 19-34 established seven categories of such services and identified qualified vendors to provide such services in each category. City staff reviewed the six (6) firms under the architectural category, which is the key design service of the project as described above, and determined Shive-Hattery, Inc., to be the most qualified firm to do the work.

Based on Shive-Hattery, Inc.'s selection under RFQ 2019-34 and their experience in architectural work, Shive-Hattery, Inc. was asked to submit a proposal for cost-opinion analysis and for programming services for new construction.

Please see the attached draft summary of the claim that was filed for the loss of the building, contents, vehicles and other items. Please note that the City is continuing to work with the third-party administrator to finalize the Ultimate Net Loss/Reimbursement amount and expects that the Ultimate Net Loss/Reimbursement amount will be higher than previously noted.

The Public Works Department anticipates presenting Council with additional future proposals for architectural design services, inspection services, and building construction approval.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The \$21,300.00 will be paid out of the Lake Maintenance-Other Professional & Technical Services account. The added project number of 60000 is being used by the Finance department to track all related expenses and insurance proceeds regarding the Lake Maintenance building and contents lost in the fire. If approved, a budget transfer will be processed to move \$21,300 from Lake Maintenance-Other Professional & Technical Services account (50100140-70220) to the same account with the project number added (50100140-70220-60000). Stakeholders can locate this in the FY 2020 Budget Book titled "Other Funds & Capital Improvement" on page 124.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.2

Expand City's infrastructure, as needed, while supporting the overall goal of compact growth and vibrant urban core.

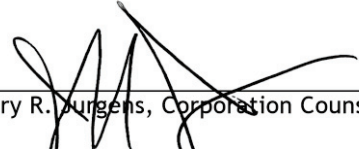
FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: To be determined in a future proposal.

Respectfully submitted for Council consideration.

Prepared by: Joe Darter, Property Manager

Reviewed by:

 _____ Carla Murillo, Procurement Manager	9/30/2019	 _____ Chris Tomerlin, Budget Manager	10/1/2019
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 _____ Jeffery R. Jurgens, Corporation Counsel	10/10/2019	 _____ Leslie Yocum, City Clerk	10/10/2019
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Recommended by:



Tim Gleason, City Manager

Attachments:

- PW 1B Project Management Plan 10142019
- PW 1C Professional Services Agreement 10142019
- PW 1D Fire Claim Summary 10142019
- PW 1E Map 10142019
- PW 1F Photograph of Area 10142019

Lake Bloomington Maintenance Facility
Project Management Plan

Type of Building Process:

- ❖ Design-Bid-Build (General Contractor)

Risks:

- ❖ Grading: The land that the Public Works Department desires to construct the new maintenance building upon will require extensive grading improvements to allow for proper drainage of the site.
- ❖ Septic System: The City of Bloomington currently does not have a public sewer system at Lake Bloomington. Therefore, a new septic system must be built in accordance to all Local, State and Federal regulations. The Water Treatment Plant currently has a septic system that consists of a sand filter system that cannot be utilized for the expansion. New regulations prohibit the construction of and enlargements of sand filters in Illinois. The Water Division has located a suitable location to construct a new septic system that will incorporate a sub-surface discharging system approximately 350 feet from the proposed building.
- ❖ Due to the construction of two groundwater wells near the building, the septic system must meet all regulations with regards to the distance that all septic system components must be from any well head.
- ❖ Infrastructure: Any construction must consider the underground infrastructure that supplies the finished water to Bloomington. Construction must be done in a way that does not interfere or prohibit the distribution of water now and in the future. Underground City network cables must be protected.
- ❖ Utilities: All utilities must be properly located and secured in such a way to protect them from any damage during the construction process.
- ❖ Site location soil boring tests have not been completed and will need to be determined before construction begins.

Critical Issues:

- ❖ Protection/Expansion of Groundwater well network
- ❖ Master Plan items to be included
- ❖ Ensuring septic system is large enough for future growth
- ❖ How best to properly secure the entire facility
- ❖ Ensure the building meets all ADA standards

Schedule:

- ❖ October 14, 2019 – Council approval of Project Management Plan, Approval of Shive-Hattery, Inc. Contract for Cost Opinion for Destroyed Facility and Programming for New Facility.
- ❖ January 13, 2020 – Council approval of scope and fee proposal for design of new facility.
- ❖ June 8, 2020 – Council approval of construction contract.

Budge & Cost Estimate:

- ❖ Design: \$175,000
- ❖ Construction Budget: \$1,200,000
- ❖ Construction Observation Budget: \$150,000
- ❖ Total Budget: \$1,525,000

Oversight:

- ❖ City of Bloomington will hire a third-party firm to provide construction oversight.

Record Keeping:

- ❖ Staff will ensure through the design/development requirements of any contract will be such that the general contractor shall acquire all records of contractors, subcontractors, warranties, training of equipment and transfer all documents and records to City of Bloomington within thirty (30) days of completion of project.

PROFESSIONAL SERVICES AGREEMENT

ATTN: Brett Lueschen
CLIENT: Public Works Department
Water Division
603 W Division Street
Bloomington, IL 61701

PROJECT: COB - Lake Parks Maintenance Bldg

PROJECT LOCATION: Hudson, IL

DATE OF AGREEMENT: August 30, 2019

PROJECT DESCRIPTION

In the spring of 2019, a fire destroyed the Lake Parks maintenance building located at Lake Bloomington in Hudson, Illinois. The City of Bloomington is considering options for replacement of the destroyed facility. The first option is a one-for-one replacement of the maintenance shed which will meet current applicable codes and will be located on the same site as the original building. The second option is to build a new, larger facility to accommodate both Lake Park operations and Water Plant operations. The larger building would be located on a different site, adjacent to the water treatment plant. For this project Shive-Hattery will provide a cost opinion for the one-for-one replacement of the Lake Parks maintenance building which the City can use to validate replacement cost provided by the insurance company. Shive-Hattery will assist the City in determining the programming/space requirements, develop a preliminary floor plan, and provide a cost opinion for a new, larger facility.

SCOPE OF SERVICES

We will provide the following services for the project:

Budget Development and Programming

These services will consist of the following tasks:

1. Cost Opinion to Replace the Lake Parks Maintenance Building
 - A. Shive-Hattery will provide a budgetary cost opinion for the one-for-one replacement of the Lake Parks Maintenance Building.
 - B. The cost opinion will be based on a concrete slab and footer building with timber frame, tin sheeting, and tin roof of similar size, construction, and amenities as the previous structure, built according to current local applicable building codes. Shive-Hattery will coordinate with both the City of Bloomington and McLean County Building and Zoning for determining applicable building codes.
 - C. It will be assumed that the new maintenance building will be located, on site, as the previous building and that no additional site and/or utility improvements will be required.



2. Programming for New Shared Facility
 - A. Shive-Hattery will coordinate (2) meetings with representatives from the City of Bloomington departments to facilitate a discussion about the space/use and site requirements of a new facility that would be shared by the Lake Parks Maintenance, Purification and Mechanical Maintenance Divisions and the Water Division. It is anticipated that the second coordination meeting will occur after receipt and City review of the Draft Memorandum of Understanding.
 - B. Prepare a Draft Memorandum of Understanding to be distributed to the relevant parties. The Draft Memorandum of Understanding will be updated (1) time based on the second project coordination meeting and City review. The final memorandum will be the basis from which a preliminary floor plan and site plan will be derived.
 - C. Develop (1) preliminary floor plan that will meet the programming requirements of the Water Division.
 - D. Develop (1) preliminary site plan to locate the proposed facility on City property at Lake Bloomington.
3. Cost Opinion for New Shared Facility
 - A. Provide a budgetary cost opinion for new shared facility and associated site improvements.

CLIENT RESPONSIBILITIES

It will be your responsibility to provide the following:

1. Identify a Project Representative with full authority to act on behalf of the Client with respect to this project. The Client Project Representative shall render decisions in a timely manner in order to avoid delays of Shive-Hattery's services.
2. Legal, accounting, and insurance counseling services or other consultants, including geotechnical, or vendors that may be necessary. The Client shall coordinate these services with those services provided by Shive-Hattery.
3. Provide to Shive-Hattery any available drawings, survey plats, testing data and reports related to the project, either hard copy or electronic media. Electronic media is preferred.
4. Unless specifically included in the Scope of Services to be provided by Shive-Hattery, the Client shall furnish tests, inspections, permits and reports required by law, regulation or code including but not limited to hazardous materials, structural, mechanical, chemical, air pollution and water pollution tests.
5. Provide Shive-Hattery personnel unlimited access to the site as required.

SCHEDULE

We will begin our services upon receipt of this Agreement executed by you which will serve as a notice to proceed.

- We will meet with you to develop a mutually agreed-upon schedule for the Scope of Services.

COMPENSATION

Description	Fee Type	Fee	Estimated Expenses	Total
Cost Opinion for Replacement Lake Parks Maintenance Building	Fixed Fee	\$3,700	As incurred	\$3,700
Programming for New Shared Lake Parks Maintenance/Water Plant Facility	Fixed Fee	\$12,000	As incurred	\$12,000
Cost Opinion for Shared Lake Parks Maintenance/Water Plant Facility	Fixed Fee	\$5,100	As incurred	\$5,100
TOTAL		\$20,800	\$500 (est.)	\$21,300

Fee Types:

- Fixed Fee - We will provide the Scope of Services for the fee amounts listed above.

Expenses:

- Estimated amount - The estimated expense amounts above will be reimbursed in accordance with our Reimbursable Expense Fee Schedule in effect at the time that the expense is incurred. We will not exceed the amounts without your prior authorization. Expenses anticipated for your project include printing, mileage, and shipping.

The terms of this proposal are valid for 30 days from the date of this proposal.

ADDITIONAL SERVICES

Unless specifically stated in the Scope of Services, any resilient design related services including areas of resistance, reliability and redundancy (i.e. flood protection, storm/tornado shelter, emergency generators, utility backup, etc.) are not included in this proposal.

The following are additional services you may require for your project. We can provide these services, but they are not part of this proposal at this time.

1. Programming for the one-for-one replacement of the Lake Parks maintenance building.
2. Development of any construction documents (specifications and drawings) for the replacement Lake Parks maintenance building.
3. Development of any construction documents (drawings and specifications) for the new shared facility.
4. Site topographical survey.
5. Underground utility investigation
6. AutoTurn analysis for particular city vehicles.

OTHER TERMS

STANDARD TERMS AND CONDITIONS

Copyright © Shive-Hattery April 2019

PARTIES

"S-H" shall mean Shive-Hattery, Inc. or Shive-Hattery A/E Services, P.C. and "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from any cause(s) to an amount ~~that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars (\$50,000), whichever is greater.~~ The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

equal to the amount of
insurance held by S-H.

CLIENT hereby releases S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

INDEMNIFICATION

Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, employees, contractors, subcontractors and consultants against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees, experts' fees, or other legal costs to the extent caused by S-H's negligent performance of service under this Agreement and that of its officers, directors, shareholders, and employees.

, willful, wanton, or illegal

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants, and affiliated companies against all damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, expert's fees, and any other legal costs to the extent caused by the acts or omissions of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

HAZARDOUS MATERIALS - INDEMNIFICATION

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H, its officers, directors, shareholders, employees, agents, consultants and affiliated companies, and any of them harmless from and against any and all claims, liabilities, losses, costs, or expenses including reasonable attorney's fees, experts' fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

STANDARD OF CARE

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

BETTERMENT

The CLIENT recognizes and expects that certain change orders may be required to be issued as the result in whole or part of imprecision, incompleteness, omissions, ambiguities, or inconsistencies in S-H's drawings, specifications, and other design, bidding or construction documentation furnished by S-H or in other professional services performed or furnished by S-H under this Agreement (herein after in this Betterment section referred to as S-H Documentation). If a required item or component of the Project is omitted from S-H's Documentation, the CLIENT is responsible for paying all costs required to add such item or component to the extent that such item or component would have been required and included in the original S-H Documentation. In no event will S-H be responsible for costs or expense that provides betterment or upgrades or enhances the value of the Project.

RIGHT OF ENTRY

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment. While S-H shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

Insurance Requirements

S-H shall maintain errors and omissions policy in the amount of at least \$2,000,000 and shall further maintain general liability for bodily injury and property damage arising directly from its negligent acts or omissions, with limits not less than \$2,000,000 derived either from the base general liability policy or from a combination of general liability and umbrella/excess coverage. Certificates of Insurance shall be provided to Client and Client shall be named as an additional insured under all policies/coverages.

PAYMENT

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that S-H files or takes any action, or incurs any costs, for the collection of amounts due it from the client, S-H shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by S-H in connection with the termination of the Agreement or services, including, but not limited to, closing out Project records, termination of subconsultants and other persons or entities whose services were retained for the Project, and all other expenses directly resulting from the termination.

INFORMATION PROVIDED BY OTHERS

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs, expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

UNDERGROUND UTILITIES

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-H or its subcontractors. S-H will use the standard of care defined in this Agreement in providing this service. The information that S-H must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees agents, subconsultants, affiliated companies, and any of them for all claims, losses, costs and damages arising out of the location of underground utilities provided or any information related to underground utilities by S-H under this Agreement.

CONTRACTOR MATTERS

CLIENT agrees that S-H shall not be responsible for the acts or omissions of the CLIENT's contractor, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-H under this Agreement. S-H shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or others entities. In addition, CLIENT agrees that S-H is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

SHOP DRAWING REVIEW

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors, employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.

S-H shall advise the CLIENT if S-H observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

OTHER SERVICES

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless S-H its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

DISPUTE RESOLUTION

If a dispute arises between S-H and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and S-H agree to submit to non-binding mediation prior to commencement of any litigation and that non-binding mediation is a precondition to any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

EXCUSABLE EVENTS

S-H shall not be responsible for any event or circumstance that is beyond the reasonable control of S-H that has a demonstrable and adverse effect on S-H's ability to perform its obligations under this Agreement or S-H's cost and expense of performing its obligations under this Agreement (an "Excusable Event"), including without limitation, a change in law or applicable standards, actions or inactions by a governmental authority, the presence or encounter of hazardous or toxic materials on the Project, war (declared or undeclared) or other armed conflict, terrorism, sabotage, vandalism, riot or other civil disturbance, blockade or embargos, explosion, epidemic, quarantine, strike, lockout, work slowdown or stoppage, accident, act of God, failure of any governmental or other regulatory authority to act in a timely manner, unexcused act or omission by CLIENT or contractors of any level (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by contractors of any level). When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for damages, nor shall S-H be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably adjust for S-H's increased time and/or cost to perform its services due to the Excusable Event.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW

This Agreement shall be governed pursuant to the laws in the state of the locale of the S-H office address written in this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA), Iowa Civil Rights Act of 1965, and Illinois Human Rights Act [775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related to performance of the job with or without accommodation.

COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. If the CLIENT issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement shall take precedence in the event of a conflict of terms.

AGREEMENT

This proposal shall become the Agreement for Services when accepted by both parties. Original, facsimile, electronic signatures or other electronic acceptance by the parties (and returned to Shive-Hattery) are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client.

Thank you for considering this proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact us.

Sincerely,
SHIVE-HATTERY, INC.



Gregg Kiesewetter, Project Manager
gkiesewetter@shive-hattery.com

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: City of Bloomington, IL

BY: _____ **TITLE:** _____
(signature)

PRINTED NAME: _____ **DATE ACCEPTED:** _____

CC: Joseph Darter, City of Bloomington
Russ Waller, City of Bloomington
Jim Karch, City of Bloomington
Robert Yehl, City of Bloomington
Robert Furgeson, Shive-Hattery
Mike Sewell, Shive-Hattery
Andrea Aggerdt, Shive-Hattery
Amy Overton, Shive-Hattery

Lake Bloomington Parks Maintenance Fire Report 09/27/2019

Total Claim (1):	\$623,237.10
Deductible (2):	(\$51,000.00)
Insurance Reimbursement as of 09/24/2019:	(\$500,000.00)
Outstanding Claim (3):	\$72,237.10

Vehicle Loss

Vehicles	Actual Cash Value	Replacement Cost
2013 Ford F250	\$20,625.00	\$32,406.00
2016 Ford F550 (4)	\$44,400.00	\$65,000.00
BobCat 5600	\$48,400.00	\$56,643.80
Hustler S104 Mower	\$22,416.84	\$22,416.84
2007 410J Backhoe	\$71,792.00	(5)
John Deere Gator	\$18,000.00	\$24,055.84
John Deer Pallet Forks	\$500.00	(6)
BobCat 5600 Pallet Forks	\$500.00	(7)
2005 Mitsubishi Endeavor Repairs	\$1,823.27	\$1,823.27
John Deere 5420 Repairs	\$6,915.03	\$6,915.03
Total (8):	\$235,372.14	\$209,260.78

Building Loss

Actual Cash Value (9)	Replacement Value (9)
\$150,561.84	\$219,000.00

Miscellaneous Items

Item	Actual Cash Value	Replacement Cost
Computers and Network Equipment	\$5,912.00	\$5,912.00
Asphalt Overlay	\$13,179.00	\$13,179.00
Temporary Fencing	\$220.00	\$220.00
Shive-Hattery, Inc.	\$19,500.00	\$19,500.00
Removal of Building	\$11,500.00	\$11,500.00
	\$50,311.00	\$50,311.00

Inside Content

Item	Actual Cash Value	Replacement Cost
Tools, supplies, safety equipment, etc	\$186,992.12	\$186,992.12
Additional Items To Be Determined (10)	TBD	TBD

Notes

Note 1: Total claim is the sum of Vehicle Loss, Building Loss, Miscellaneous Items and Inside Content. All figures included in the sum are highlighted in a black border.

Note 2: Deductible - \$51,000.00 includes a \$50,000.00 deductible and a \$1,000.00 maintenance deductible. Deductible amount may change depending on whether the total loss of vehicles or property is higher. If total loss of property is higher than loss of vehicles, deductible will be \$25,000.00 plus the \$1,000.00 maintenance deductible.

Note 3: Outstanding claim is not a firm amount. City will negotiate the value of the building and other items may be purchased that were lost in the fire.

Note 4: The City has not replaced the Ford F550 as of 09/18/2019. Assume the City will spend approximately \$65,000.00 in replacement cost.

Note 5: COB backhoe was slated for sale and was reassigned to LPM as replacement. City received \$71,792.00 cash settlement for the value of the destroyed backhoe.

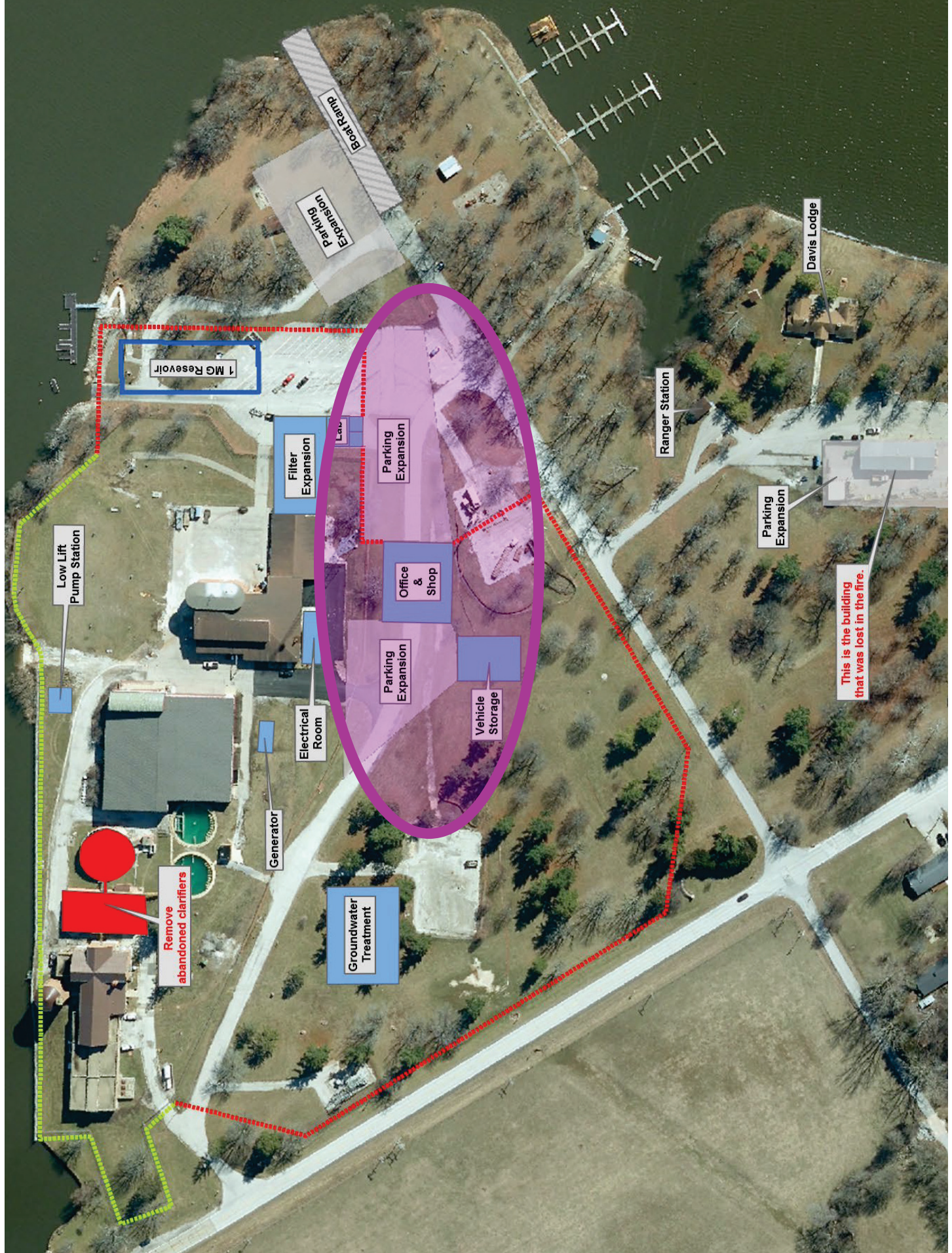
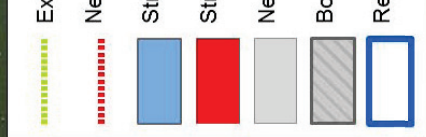
Note 6: Did not replace. The BobCat 55600 Pallet Forks are sufficient for LPM operations.

Note 7: Included in cost of BobCat 5600.

Note 8: The Division will capture a net savings of approximately \$27,000.00. If deductible is reduced to \$26,000.00, the City will see a net-zero impact on loss through savings.

Note 9: Brit Global paid the City of Bloomington the Actual Cash Value of the building. To be negotiated later. Potentially higher settlement amount for loss of actual building.

Note 10: City will continue to purchase items that were lost over the next several months. Expected to be small purchases.



This is the building that was lost in the fire.





CONSENT AGENDA ITEM NO. 7.G

FOR COUNCIL: October 14, 2019

SPONSORING DEPARTMENT: Public Works

WARD IMPACTED: Ward 8

SUBJECT: 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.

RECOMMENDED MOTION: The proposed Intergovernmental Agreement be approved.

STRATEGIC PLAN LINK:

- Goal 5. Great Place - Livable, Sustainable City
- Goal 2. Upgrade City Infrastructure and Facilities
- Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5a. Well-planned City with necessary services and infrastructure
- Objective 2c. Functional, well maintained sewer collection system
- Objective 1e. Partnering with others for the most cost-effective service delivery

BACKGROUND: During routine Closed Circuit Televising (CCTV) of the Bloomington-Normal Water Reclamation District (BNWRD) Eastside Interceptor Sewer, it was found that there was noticeable deterioration of the 48" cement-lined ductile iron pipe near its junction with the City of Bloomington Brokaw Road 36" gravity sewer line just south of Hamilton Road. Upon further investigation, it was found that there were excessive levels of hydrogen sulfide (H₂S) present in the Brokaw Road gravity sewer line, which is the likely cause of the deterioration found inside the Eastside Interceptor sewer. To solve the ongoing H₂S issue, the City had an Evoqua Bioxide dispensing system installed at the Grove Pump Station in the summer of 2018. The timed injection of the bioxide chemical into the sewage at the pump station creates an environment where certain bacteria thrive, which effectively reduces the presence of H₂S in the sewer downstream.

In order to mitigate the damage to 1100 feet of BNWRD's 48" Eastside Interceptor sewer, the City proposes to have a contractor install a structural Cured-In-Place Pipe (CIPP) within the existing 48" sewer. The proposed work is to be performed by a contractor after the crops are out of the field in the fall of this year and before the spring 2020 field work commences. An Agreement with Hoerr Construction, Inc. is proposed as a separate Council Agenda item in this meeting. The proposed Intergovernmental Agreement (IGA) gives a framework for the repairs to be made. The attached Intergovernmental Agreement has already been approved by the BNWRD Board.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Bloomington Normal Water Reclamation District.

FINANCIAL IMPACT: This IGA includes \$378,900 of the \$2,492,547 to be awarded as part of the Sewer Rehabilitation (budgeted as the Multi-Year Sewer and Manhole Lining Program contract). Additionally, a not to exceed \$14,400 for construction inspection is anticipated as part of this project through a separate contract from Sanitary Sewer-Engineering Services account (51101100-70050). Stakeholders can locate the Sanitary Sewer Budget in the FY 2020 Budget Book titled "Other Funds & Capital Improvement" beginning on page 131.

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

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

Respectfully submitted for Council consideration.

Prepared by: Kevin Kothe, City Engineer

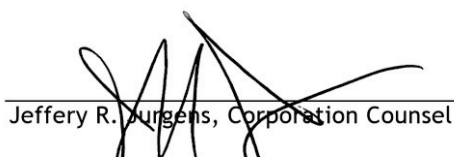
Reviewed by:


Jim Karch, Director of Public Works

9/19/2019


Chris Tomertin, Budget Manager

9/20/2019


Jeffery R. Durgens, Corporation Counsel

9/26/2019


Tara Henry, Legislative Assistant

10/1/2019

Recommended by:


Tim Gleason, City Manager

Attachments:

- PW 2B IGA Eastside Interceptor Repair 8-29-19
- PW 2C Eastside Interceptor Lining Map

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE BLOOMINGTON AND NORMAL WATER RECLAMATION DISTRICT
AND THE CITY OF BLOOMINGTON
FOR REPAIR OF 48" EASTSIDE INTERCEPTOR SEWER**

THIS INTERGOVERNMENTAL AGREEMENT FOR REPAIR OF 48" EASTSIDE INTERCEPTOR SEWER ("Agreement") is entered into by and between the BLOOMINGTON AND NORMAL WATER RECLAMATION DISTRICT, a Municipal Corporation, and the CITY OF BLOOMINGTON, a Municipal Corporation.

WHEREAS, Article VII, Section 10 of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*), permits and encourages local governments to enter into Intergovernmental Agreements to obtain or share services or to exercise, combine, or transfer powers and functions; and

WHEREAS, the Bloomington and Normal Water Reclamation District, is a Municipal Corporation established under the Sanitary District Act of 1917 (70 ILCS 2405) (hereinafter, "BNWRD"), and the City of Bloomington, a Municipal Corporation (hereinafter, "City"); and

WHEREAS, the BNWRD owns certain infrastructure, including the Eastside Interceptor Sewer; and

WHEREAS, during a routine closed-circuit televising ("CCTV") of the Eastside Interceptor, it was found that there was noticeable deterioration of the 48" cement lined ductile iron pipe near its junction with the City's Brokaw Road 36" gravity sewer line just south of Hamilton Road ("Brokaw Road Gravity Sewer Line"); and

WHEREAS, excessive levels of hydrogen sulfide were found present in the Brokaw Road Gravity Sewer Line, which is the likely cause of the deterioration within the Eastside Interceptor sewer; and

WHEREAS, to mitigate the damage to the BNWRD's 48" Eastside Interceptor Sewer, the BNWRD and the City have agreed that the City will install a structural Cured-In-Place Pipe ("CIPP") within the existing 48" sewer; and

WHEREAS, the BNWRD and the City agree that the Work shall be performed in the manner, and subject to the terms and conditions, as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual premises contained herein, and for other and further consideration, the receipt and sufficiency of which is hereby acknowledged, the BNWRD and City mutually agree as set forth below.

1. **Incorporation of Preambles.** That the preambles set forth above are true and correct and are incorporated herein by reference as if fully set forth herein.

2. **Scope of Work.**

(a) Lining a Portion of the Eastside Interceptor. The City shall prepare plans and specifications to line, bid and complete at its sole cost and expense, the lining of the manhole risers and approximately 1100 feet of the BNWRD's 48" Eastside Interceptor, the location of which is depicted on the map attached hereto and made a part hereof as Exhibit A. The contractor shall be responsible for all bypass pumping required during installation and curing of the CIPP liner. The impacted portion of the 48" Eastside interceptor shall be cleaned in advance of the lining, at the sole cost and expense of the City. The contractor shall be responsible for repairing the field and any access points to restore them to the condition existing prior to performance of the Project. Collectively, the foregoing shall be referred to as the "Project".

(b) Approval of Plans and Specifications. Though the City shall prepare the plans and specifications for the Project, the BNWRD shall have sole and exclusive authority to approve the plans and specifications utilized in bidding and performing the Project, which shall meet or exceed the BNWRD's standards, and no portion of the Project shall be performed in contravention of those plans and specifications, without the express authorization of the BNWRD or its designated representative. A true and correct copies of the currently approved plans and specifications for the Project are attached hereto as Exhibit B; said plans and specifications may be subject to change through addenda as approved by the parties in the manner provided herein.

(c) Approval of Contractor. Upon opening the bids, the City shall provide the BNWRD with copies of all bids received for the Project. While the City shall be entitled to select the contractor, after reviewing all bids, the BNWRD shall be entitled to provide input as to whether the bids are responsive and/or responsible.

(d) Completion of the Project. The City shall let the contract and complete the Project no earlier than completion of harvest 2019. A final determination as to commencement and completion of the Project shall be determined by the BNWRD, in conjunction with the City and landowner, and the timing thereof shall be an essential term of this Agreement.

(e) Cost of Project. The City shall be solely responsible for funding all portions of the Project, and there shall be no cost to the BNWRD.

3. **Inspections.** The Project shall be completed in a good and workmanlike fashion, and shall be inspected by Tim Legner, of The Farnsworth Group, the BNWRD designated inspector. The Project shall not be deemed to be completed until such time as the work associated therewith is approved by the BNWRD designated inspector. The foregoing notwithstanding, the City shall be solely responsible for insuring that the Project is completed in accordance with the approved plans and specifications, and may also have the Project inspected by a representative of its choosing; provided, no determination of that inspector shall be binding on the BNWRD. The City shall be responsible for all inspection costs, and any additional work required to complete the Project to the satisfaction of the BNWRD.

4. **Warranty.** The City shall require the successful bidder to provide a one-year warranty on performance of the work associated with the Project. The City shall secure, at the City's sole cost and expense, a video inspection of the Project area within the 48" Eastside Interceptor in advance of expiration of said warranty. A copy of the video inspection shall be provided to the BNWRD, and the BNWRD shall determine the scope of warranty repairs required, if any. The BNWRD shall timely notify the City of any necessary warranty repairs and the City shall apply for, and insure completion of, any said warranty repairs.

5. **Insurance.**

(a) City Insurance Obligations. During the course of performing the Project, the City shall maintain liability insurance with a minimum liability occurrence limit of \$3,000,000. Prior to commencing the Project, the City shall provide the BNWRD with a copy of its certificate of insurance, naming the BNWRD, its trustees, employees and agents, as additional insured.

(b) Contractor's Insurance Obligations. The City shall insure, and shall provide the BNWRD with evidence that the contractor performing the Project has satisfied the insurance requirements set forth in the approved plans and specifications. The BNWRD, and its engineer, trustees, employees and agents, shall be named as an additional insured on said insurance policies, and a certificate thereof shall be provided prior to commencement of any portion of the Project.

6. **Indemnification.** The City shall indemnify and hold the BNWRD, its officers, trustees, agents and employees harmless from any liability, loss, damage, claim, cost or expenses, whether for bodily injury or property damage, resulting from or related to the negligence, willful misconduct, or violation of Federal, State or local law or regulation, including any environmental law or regulation, associated with, or resulting from, performance of the Project.

7. **Unsatisfactory Performance of the Project.** In the event it shall come to the attention of the BNWRD that the Project is not being properly performed, the BNWRD may give notice thereof to the City, which shall be responsible for insuring the correction of any deficiencies including, if necessary, removing the contractor. In the event the City does not take appropriate corrective action, the BNWRD shall be authorized, but not required, to secure the corrective action and the cost thereof shall be the obligation of the City; provided, in the event the BNWRD elects against taking corrective action, the City shall remain responsible for resolving the deficiencies and ensuring completion of the Project in accordance with the approved plans and specifications.

8. **Default.** If any party shall default under the terms of this Agreement, the other party shall give the defaulting party written notice thereof, and the defaulting party shall be entitled to cure the default within a commercially reasonable period of time, determined by the nature of the default, and the approved plans and specifications. If the defaulting party fails to cure the default, the non-defaulting party shall be entitled to cure the default at the sole cost and expense of the defaulting party. In addition, the non-defaulting party shall be entitled to take any legal and equitable action necessary to enforce the terms hereof.

9. **Notices.** Any notice given pursuant hereto shall be in writing and shall either be personally delivered, sent by recognized overnight courier or by verified facsimile transmission. If to BNWRD, notice shall be given to its Executive Director, and forwarded to 2015 W. Oakland Avenue, Bloomington, Illinois 61701. If to the City, notice shall be given to its City Manager, and forwarded to 109 E. Olive Street, Bloomington, Illinois 61701.

Any notice (i) personally delivered shall be deemed to have been given upon such delivery or refusal of delivery, (ii) sent by overnight courier shall be deemed given on the next business day after depositing with said courier, or (iii) given by verified facsimile shall be deemed given upon the date of verification of said transmittal.

10. **Section Headings.** The Section Headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.

11. **Construction.** The parties acknowledge and agree that (i) each party and its counsel have reviewed the terms and provisions of this Agreement and have contributed to its revision, (ii) the normal rule of construction, to the effect that any ambiguities are resolved against the drafting party, shall not be employed in the interpretation of this Agreement, and (iii) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto and not in favor of or against any party, regardless of which party was generally responsible for the preparation of this Agreement.

12. **Miscellaneous.** This Agreement shall in all respects be governed by,

and enforced and interpreted in accordance with, the laws of the State of Illinois. Any and all amendments, elections, waivers, consents and other agreements with respect to this Agreement shall be made by an instrument or instruments in writing signed by and on behalf of BNWRD and the City. This Agreement constitutes the entire agreement between the parties.

13. **Effective Date.** This Agreement shall be effective when executed by the BNWRD and the City.

IN WITNESS WHEREOF, the Bloomington and Normal Water Reclamation District has caused this instrument to be executed in its corporate name by its President, under the attestation of its Clerk, and its corporate seal to be affixed, and the City of Bloomington has caused this instrument to be executed in its corporate name by its Mayor under the attestation of its City Clerk and its corporate seal to be affixed, all in duplicate originals.

BLOOMINGTON/NORMAL WATER
RECLAMATION DISTRICT:

ATTEST:

President

Secretary

Date

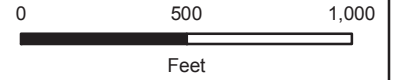
CITY OF BLOOMINGTON:

Its Mayor

City Clerk

Date

BNWRD Sewer Lining



Date: 9/27/2019





CONSENT AGENDA ITEM NO. 7.H

FOR COUNCIL: October 14, 2019

SPONSORING DEPARTMENT: Public Works

WARD IMPACTED: City-Wide Impact

SUBJECT: 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.

RECOMMENDED MOTION: The proposed Agreement be approved.

STRATEGIC PLAN LINK:

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

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5a. Well-planned City with necessary services and infrastructure
- Objective 2c. Functional, well maintained sewer collection system

BACKGROUND: Public Works is recommending the approval of the FY2020 Sewer Rehabilitation (included in FY 2020 Budget Book as "Multi-Year Sewer Manhole Lining Program") in the amount of \$2,492,547. The work proposed within this contract includes the Base Bid and Additive Alternative 3. This sewer rehabilitation work includes sanitary sewer cured-in-place pipe lining (CIPP) and sewer point repairs at various locations.

The budget of \$2,000,000 for the FY2020 Sewer Rehabilitation project is found under the Multi-Year Sewer and Manhole Lining Program. Because the bids were approximately 29% higher than previous years, there is a shortfall of \$492,547. Staff is proposing to delay two sanitary sewer construction projects scheduled for FY2020 and utilize the budgeted funds from these projects to fulfill the short fall. The Gray Avenue and Miller Street Sanitary Sewer projects are not time-critical projects and could be delayed until future years where additional funding would be available. By delaying Gray Avenue Sanitary Sewer (\$200,000) and Miller Street Sanitary Sewer Construction (\$200,000) the funds would be allocated to the FY2020 Sewer rehabilitation project. In addition, \$92,547 from the \$400,000 budgeted FY2020 Multi-Year Sanitary Sewer Assessment - Design project will be used to fully fund the sewer rehabilitation project.

The work on this project also includes 1,100 feet of 48" sewer rehabilitation for the Bloomington & Normal Water Reclamation District (BNWRD) at a cost of \$378,900. The BNWRD work has been coordinated with an Intergovernmental Agreement (included in a separate Agenda Item). The sewer rehabilitation work for this section is necessary because of significant deterioration of the BNWRD cement-lined ductile iron pipes. The cause of the deterioration is high levels of hydrogen sulfide gas that corrodes the cement lining of the

ductile iron pipe. In addition to the BNWRD sewer location, there are various other locations throughout the City's system that will be addressed.

The CIPP sewer lining process involves inverting or pulling a resin-saturated tube made of polyester, fiberglass cloth, or other materials into an existing pipe and curing the resin with hot water to form a tight-fitting and corrosion-resistant pipe. The sewers planned for lining range in diameter from 8" to 48". Sewers were selected for rehabilitation based on information obtained from sewer televising, work orders or emergency repairs, and the 2014 City of Bloomington Stormwater and Sanitary Sewer Master Plans. The bid package included a Base Bid and 4 Additive Alternatives that could have been selected if the bids came in under the estimated prices. The bid package sections with "Low Bid" values and recommendations are as follows:

A. Base Bid - base sewer rehabilitation pay items -	\$2,478,351 - Award
B. Additive Alternative 1 - additional sewer rehab lines -	\$117,513 - Reject
C. Additive Alternative 2 - additional sewer rehab lines -	\$157,683 - Reject
D. Additive Alternative 3 - Zia monitoring system -	\$14,196 - Award
E. Additive Alternative 4A - Manhole lining (Polymer) -	\$64,250 - Reject
F. Additive Alternative 4B - Manhole lining (Polyurea) -	No Bid - Reject

Total Award \$2,492,547

All Additive Alternatives except for Alternative 3 are not recommended due to an approximate 29% increase in the base bid item prices. Additive Alternative 3 is the Zia System, which is used to monitor the curing temperatures at 1/2-foot intervals for the entire length of the liner being installed. While not absolutely necessary, this will provide greater assurance that a quality product has been installed. Additive Alternative 4A and 4B are manhole lining systems. The contract allows 240 calendar days for the work to be completed from the issuance of the Notice to Proceed.

Since 2012, the City of Bloomington has televised (CCTV) approximately 53 miles, or 16%, of the 335 miles of combo and sanitary sewers. By televising the sewers, staff can determine the condition of the existing sewer system and prioritize sewers to be lined before potential failures at the surface and reduce the chances of expensive sewer point repairs that require traditional excavation methods. In addition to the televising on these contracts, the City receives a detailed pipe assessment and rating utilizing a standardized system called the NASSCO Pipeline Assessment Certification Program® (PACP®). The sewer rehabilitation contracts prioritize the sewers that require CIPP lining based on when the roads will be resurfaced, PACP assessment, and the location of the sewer under major city routes. If the City can determine the conditions and potential failures in the sewer system before the road fails, there is a good chance that point repairs and road failures would be minimized from lining with a structural CIPP liner. The average point repair can cost \$12,000 or more, and the City could line over 400 feet of 8" sewer with the same money. The 2014 City of Bloomington Stormwater and Sanitary Sewer Master Plans has recommended spending

\$3,250,000 annually to rehabilitate the City's sewer system. In FY2020 the City will spend nearly \$2,500,000 on sewer rehabilitation.

The Public Works Department Engineering Division prepared plans and specifications for the FY2020 Sewer Rehabilitation and the project was advertised for bids beginning on September 3, 2019. Bids were received until 1:30 p.m. on Tuesday, September 24, 2019, in the office of the City Clerk. Three bids (below) were received and opened in the City Hall Conference Room. The bid prices were approximately 29% higher than seen in previous years.

The higher prices are attributed to a good economy and the high demand for this type of work. The bid tabulation is attached.

	<u>Base Bid + Add. Alt. 3</u>
<i>Engineer's Estimate</i>	\$ 1,931,835.00
Hoerr Construction, Inc. (Low Bid)	\$ 2,492,547.00
Insituform Technologies USA, LLC	\$ 2,631,889.20
Visu-Sewer of Illinois, LLC	\$ 2,881,115.25

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This project is included in the FY 2020 Budget as the "Multi-Year Sewer & Manhole Lining Program" for \$2,000,000. If awarded 2 budgeted projects listed below will be deferred and a portion of the budget for the Multi-Year Sewer Assessment will be used to award and complete this project. Stakeholders can locate this and the other projects listed in the FY 2020 Budget Book titled "Other Funds & Capital Improvement" on pages 134, 243, 330-335, and 342-345. If approved, a budget transfer of \$92,547 will be processed from the Sanitary Sewer & Architectural & Engineering for Capital account (51101100-70051) to the Sanitary Sewer-Sewer Construction & Improvement account (51101100-72550) where this project will be encumbered with a purchase order.

Budget	Budget	Award
Sewer Improvement Funds (51101100-72550)	\$ 2,000,000	\$ 2,000,000
Miller St. Sanitary Sewer (51101100-72550)	\$ 200,000	\$ 200,000
Gray Ave. Sanitary Sewer (51101100-72550)	\$ 200,000	\$ 200,000
Multi-Year Sanitary Sewer Assessment (51101100-70051)	<u>\$ 92,547</u>	<u>\$ 92,547</u>
	\$2,492,547	\$2,492,547

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

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

Respectfully submitted for Council consideration.

Prepared by: Ward Snarr, Civil Engineer II

Reviewed by:



Jim Karch, Director of Public Works

9/30/2019



Chris Tomertlin, Budget Manager

10/1/2019



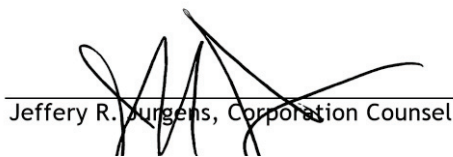
Carla Murillo, Procurement Manager

10/1/2019



Chris Tomertlin, Budget Manager

10/1/2019



Jeffery R. Jurgens, Corporation Counsel

10/10/2019



Tara Henry, Legislative Assistant

10/10/2019

Recommended by:



Tim Gleason, City Manager

Attachments:

- PW 3B Bid Tab - FY2020 Sewer Rehabilitation
- PW 3C Agreement - FY2020 Sewer Rehabilitation
- PW 3D Overall Plan FY2020 Sewer Rehabilitation
- PW 3E Completed Sewer Lining Map - FY2020 Sewer Rehabilitation

CITY OF BLOOMINGTON
FY 2020 SEWER REHABILITATION
PROJECT NO. # 50-18-53006-20-00
Bid No. 2020-16
Bid Tabulation

Bid Opening Date: 09/24/2019
Bid Opening Time: 1:30 PM
Prepared By: WFS 09/24/2019

Attended By: Ward Snarr
Misty Shafer
Amanda Mohan

LOW BID

		Budget		Award							
A. SEWER REHAB.		\$2,000,000.00				ENGINEERS ESTIMATE		Hoerr Construction Inc.		Insituform Technologies USA, LLC	
ITEM	DESCRIPTION	UNIT	APPROX. QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	6" Dia. Cured-In-Place Pipe (CIPP)	LF	1576	\$21.00	\$33,096.00	\$30.00	\$47,280.00	\$27.60	\$43,497.60	\$31.75	\$50,038.00
2	12" Dia. Cured-In-Place Pipe (CIPP)	LF	8685	\$28.00	\$243,180.00	\$33.00	\$286,605.00	\$37.40	\$324,819.00	\$40.35	\$350,439.75
3	15" Dia. Cured-In-Place Pipe (CIPP)	LF	5349	\$40.00	\$213,960.00	\$44.00	\$235,356.00	\$54.30	\$290,450.70	\$53.40	\$285,636.60
4	18" Dia. Cured-In-Place Pipe (CIPP)	LF	3081	\$59.00	\$181,779.00	\$60.00	\$184,860.00	\$64.20	\$197,600.20	\$67.15	\$206,889.15
5	24" Dia. Cured-In-Place Pipe (CIPP)	LF	629	\$80.00	\$50,320.00	\$130.00	\$81,770.00	\$140.90	\$88,626.10	\$119.25	\$75,008.25
6	30" Dia. Cured-In-Place Pipe (CIPP)	LF	1378	\$100.00	\$137,800.00	\$127.00	\$173,006.00	\$122.20	\$168,391.60	\$146.75	\$202,221.50
7	36" Dia. Cured-In-Place Pipe (CIPP)	LF	554	\$124.00	\$68,896.00	\$135.00	\$74,790.00	\$135.60	\$75,122.40	\$193.00	\$106,922.00
8	48" Dia. Cured-In-Place Pipe (CIPP)	LF	2428	\$175.00	\$424,900.00	\$278.00	\$674,984.00	\$237.70	\$577,135.60	\$285.00	\$691,980.00
9	48" Dia. Cured-In-Place Pipe (CIPP) (BNWRD)	LF	1100	\$190.00	\$209,000.00	\$285.00	\$313,500.00	\$289.30	\$318,230.00	\$393.00	\$432,300.00
10	By-Pass Pumping (BNWRD)	LS	1	\$20,000.00	\$20,000.00	\$42,000.00	\$42,000.00	\$3,700.00	\$3,700.00	\$105,000.00	\$105,000.00
11	Manhole Liner Polymer Lining System, 6" Dia (BNWRD) Polymer	Vert. FT	60	\$350.00	\$21,000.00	\$390.00	\$23,400.00	\$365.00	\$21,900.00	\$400.00	\$24,000.00
12	Supply Water - Complete	LS	1	\$20,000.00	\$20,000.00	\$3,000.00	\$3,000.00	\$13,500.00	\$13,500.00	\$10,000.00	\$10,000.00
13	Traffic Control and Protection	LS	1	\$20,000.00	\$20,000.00	\$13,600.00	\$13,600.00	\$111,350.00	\$111,350.00	\$15,000.00	\$15,000.00
14	Mobilization	LS	1	\$20,000.00	\$20,000.00	\$32,000.00	\$32,000.00	\$101,000.00	\$101,000.00	\$45,000.00	\$45,000.00
15	Point Repairs	LS	1	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00
16	Service Lateral Reinstatement	EA	600	\$100.00	\$60,000.00	\$120.00	\$72,000.00	\$140.00	\$84,000.00	\$50.00	\$30,000.00
17	Removal of Protruding Lateral Connections	EA	100	\$250.00	\$25,000.00	\$300.00	\$30,000.00	\$365.00	\$36,500.00	\$100.00	\$10,000.00
18	Lateral Launch	HR	100	\$250.00	\$25,000.00	\$400.00	\$40,000.00	\$182.00	\$18,200.00	\$400.00	\$40,000.00
19	Special Cleaning - TV Truck	HR	40	\$250.00	\$10,000.00	\$340.00	\$13,600.00	\$285.00	\$11,400.00	\$400.00	\$16,000.00
20	Special Cleaning - Jet-Vac Truck	HR	40	\$250.00	\$10,000.00	\$240.00	\$9,600.00	\$518.00	\$20,720.00	\$400.00	\$16,000.00
TOTAL BASE BID A					\$1,918,731.00	TOTAL BASE BID A			\$2,478,351.00	TOTAL BASE BID A	
									\$2,631,343.20		

B. ADDITIVE ALTERNATIVE 1

East Locust Street											
ITEM	DESCRIPTION	UNIT	APPROX. QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	12" Dia. Cured-In-Place Pipe (CIPP)	LF	1047	\$28.00	\$29,316.00	\$35.00	\$36,645.00	\$40.00	\$41,880.00	\$40.35	\$42,246.45
2	15" Dia. Cured-In-Place Pipe (CIPP)	LF	1758	\$40.00	\$70,320.00	\$46.00	\$80,868.00	\$47.30	\$83,153.40	\$53.40	\$93,877.20
TOTAL ADD. ALT. B					\$99,636.00	TOTAL ADD. ALT. B			\$117,513.00	TOTAL ADD. ALT. B	
									\$125,033.40		

C. ADDITIVE ALTERNATIVE 2

East Grove Street											
ITEM	DESCRIPTION	UNIT	APPROX. QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	18" Dia. Cured-In-Place Pipe (CIPP)	LF	289	\$59.00	\$17,051.00	\$74.00	\$21,386.00	\$70.30	\$20,316.70	\$67.15	\$19,406.35
2	21" Dia. Cured-In-Place Pipe (CIPP)	LF	825	\$70.00	\$57,750.00	\$79.00	\$65,175.00	\$76.40	\$63,030.00	\$88.00	\$72,600.00
3	24" Dia. Cured-In-Place Pipe (CIPP)	LF	827	\$80.00	\$66,160.00	\$86.00	\$71,122.00	\$83.10	\$68,619.70	\$119.25	\$98,619.75
TOTAL ADD. ALT. C					\$140,961.00	TOTAL ADD. ALT. C			\$157,683.00	TOTAL ADD. ALT. C	
									\$160,340.40		

D. ADDITIVE ALTERNATIVE 3

ITEM	DESCRIPTION	UNIT	APPROX. QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	ZIA SYSTEM CONTINUOUS TEMPERATURE MONITORING & DATA COLLECTION (30"-48")	FT	5460	\$2.40	\$13,104.00	\$2.60	\$14,196.00	\$0.10	\$546.00	\$8.00	\$43,680.00
TOTAL ADD. ALT. D					\$13,104.00	TOTAL ADD. ALT. D			\$14,196.00	TOTAL ADD. ALT. D	
									\$546.00		

E. ADDITIVE ALTERNATIVE 4A (TYPE A) - MANHOLE LINER POLYMER LINING SYSTEM

ITEM	DESCRIPTION	UNIT	APPROX. QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	Manhole Liner Polymer Lining System, ≤3' Diameter	VERTICAL FT	50	\$300.00	\$15,000.00	\$310.00	\$15,500.00	\$280.00	\$14,000.00	\$310.00	\$15,500.00
2	Manhole Liner Polymer Lining System, 4' Diameter	VERTICAL FT	150	\$320.00	\$48,000.00	\$325.00	\$48,750.00	\$295.00	\$44,250.00	\$325.00	\$48,750.00
TOTAL ADD. ALT. E					\$63,000.00	TOTAL ADD. ALT. E			\$64,250.00	TOTAL ADD. ALT. E	
									\$58,250.00		

F. ADDITIVE ALTERNATIVE 4B (TYPE B) - MANHOLE LINER POLYUREA LINING SYSTEM

ITEM	DESCRIPTION	UNIT	APPROX. QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	Manhole Liner Polyurea Lining System, ≤3' Diameter	VERTICAL FT	50	\$400.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$450.00	\$22,500.00
2	Manhole Liner Polyurea Lining System, 4' Diameter	VERTICAL FT	150	\$400.00	\$60,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00	\$75,000.00
TOTAL ADD. ALT. F					\$80,000.00	TOTAL ADD. ALT. F			\$0.00	TOTAL ADD. ALT. F	
									\$0.00		

A. TOTAL BASE BID =	\$1,918,731.00	\$2,478,351.00	\$2,631,343.20	\$2,837,435.25
B. ADDITIVE ALTERNATIVE 1 =	\$99,636.00	\$117,513.00	\$125,033.40	\$136,123.65
C. ADDITIVE ALTERNATIVE 2 =	\$140,961.00	\$157,683.00	\$160,340.40	\$190,626.10
D. ADDITIVE ALTERNATIVE 3 =	\$13,104.00	\$14,196.00	\$546.00	\$43,680.00
E. ADDITIVE ALTERNATIVE 4A =	\$63,000.00	\$64,250.00	\$58,250.00	\$64,250.00
F. ADDITIVE ALTERNATIVE 4B =	\$80,000.00	\$0.00	\$0.00	\$97,500.00
TOTAL A + B + C + D + E =	\$2,235,432.00	\$2,831,993.00	\$2,975,513.00	\$3,272,115.00
TOTAL A + B + C + D + F =	\$2,252,432.00	\$2,767,743.00	\$2,917,263.00	\$3,305,365.00

AGREEMENT

THIS AGREEMENT, Made and entered into this **October 14, 2019**, by and between, **Hoerr Construction, Inc.**, first party, also hereinafter referred to as "Contractor", and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

THAT WHEREAS, the City of Bloomington, did on **September 3, 2019**, by advertisement, call for bids for furnishing all labor and material for the construction of **FY2020 SEWER REHABILITATION** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **Tuesday, September 24, 2019**, submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **FY2020 SEWER REHABILITATION** on file in the office of the City Engineer of said City. A copy of which specifications, plans and profiles of said improvement on file in the City Engineer's Office are hereby referred to and made a part hereof by reference, and said first party being the lowest responsible bidder was awarded the contract for the construction of the said improvement, which bid of said Contractor is hereto attached and made a part hereof.

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

And it is also understood and agreed that the Proposal Package, Specifications, Special Provisions, Contractor's Proposal, Contract Bond and Project Addenda hereto attached, and the Plans for **FY2020 SEWER REHABILITATION** are all essential documents of this contract and are a part hereof.

IT IS FURTHER AGREED that said Contractor will furnish a bond to the City of Bloomington in the penal sum of **\$2,492,547.00** executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the said City of Bloomington and the City Council, as a guarantee that said Contractor faithfully will perform the work in accordance with this agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Seal)

ATTEST;

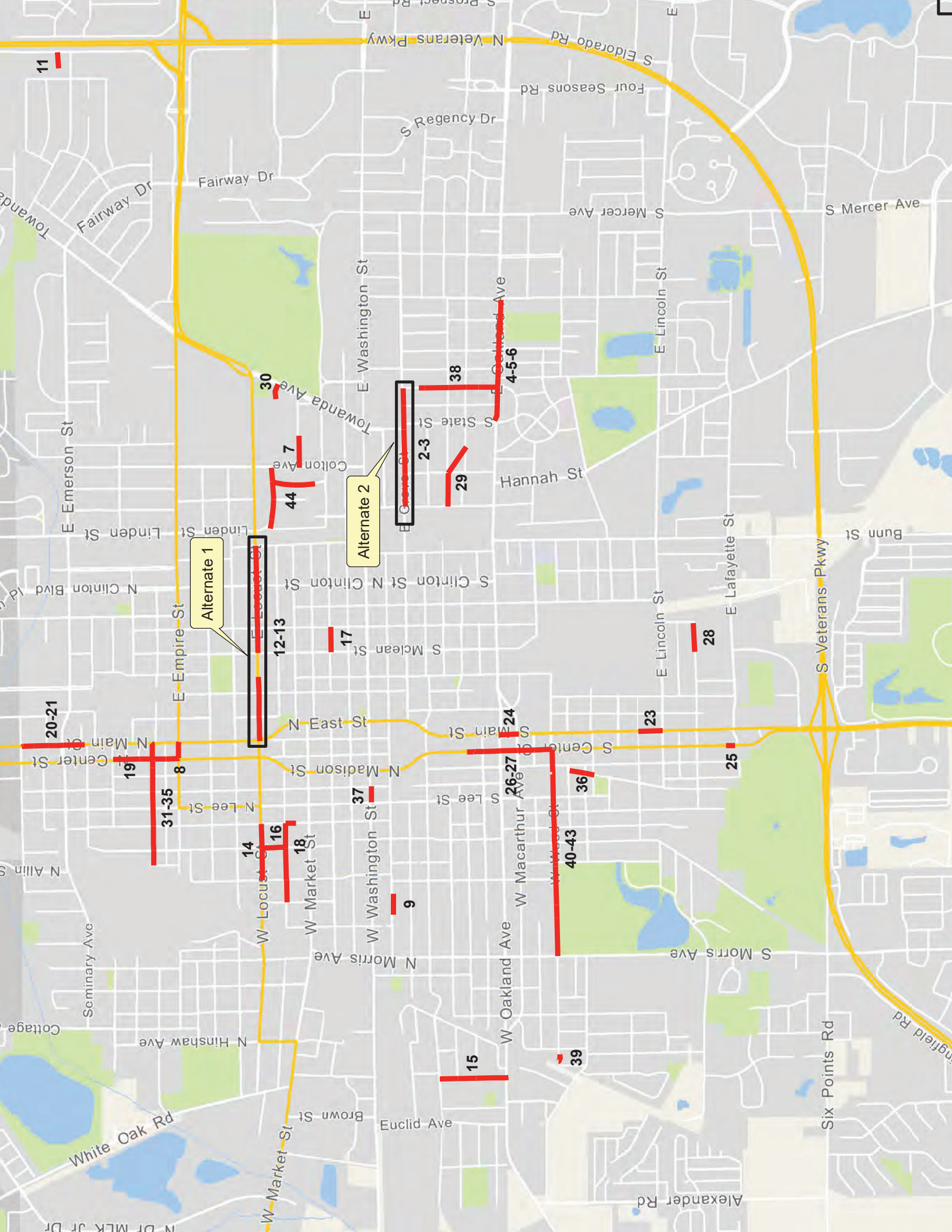
City Clerk

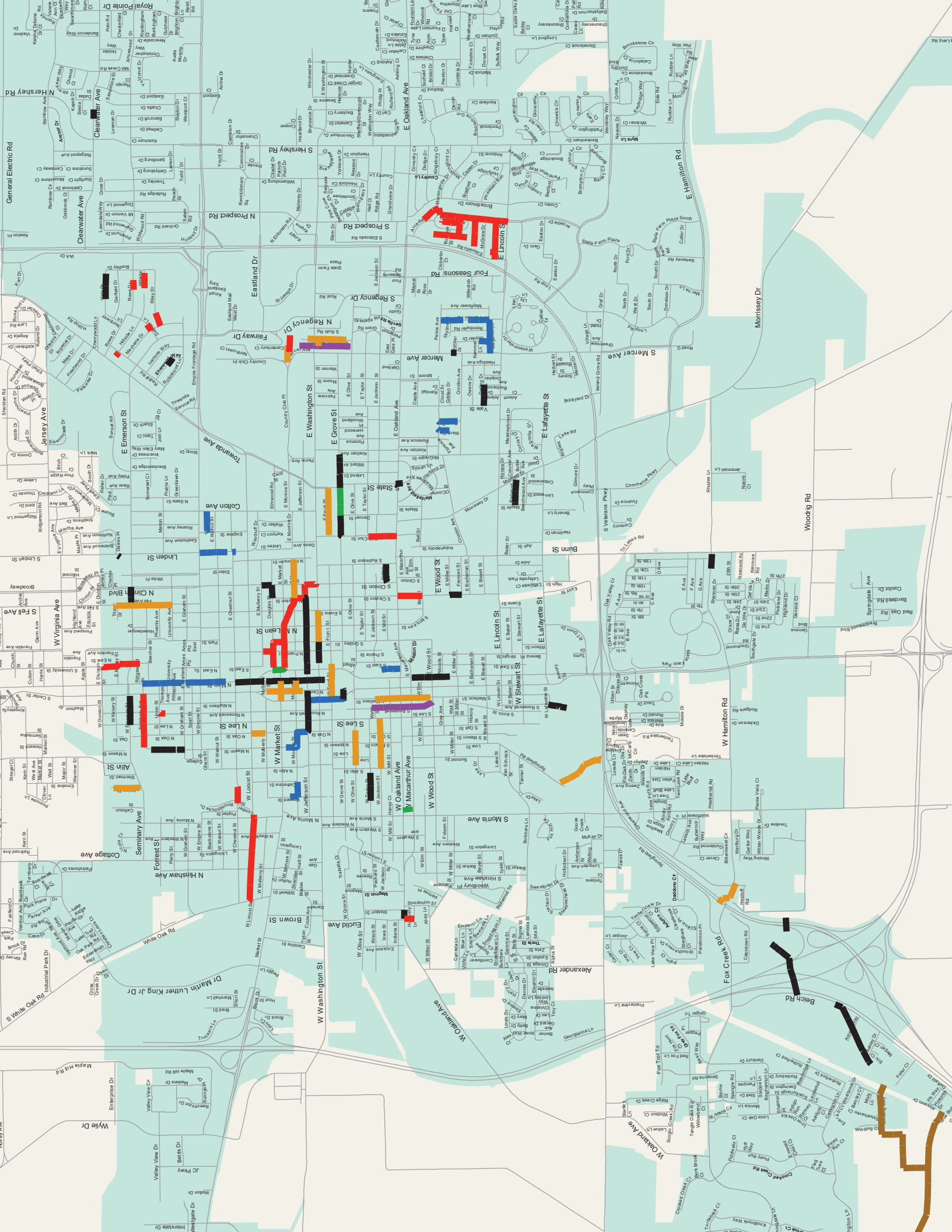
CITY OF BLOOMINGTON

By: _____
City Manager

WITNESS:

CONTRACTOR (Seal)







CONSENT AGENDA ITEM NO. 7.I

FOR COUNCIL: October 14, 2019

SPONSORING DEPARTMENT: City Clerk

WARD IMPACTED: Ward 7

SUBJECT: 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.

RECOMMENDED MOTION: The proposed Application be approved, with a condition placed on the liquor license that the Outdoor Service and Consumption Area close at 10:00 p.m. Sunday through Thursday and 11:00 p.m. on Friday and Saturday nights.

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 July 9, 2019, to consider an application for the addition of an outdoor consumption area from T-V-E-O Corporation d/b/a Eric's Too, located at 921 Maple Hill Road. Present for that meeting were Commissioners Powell and Jordan; Commissioner Renner was not present, but later listened to a recording of the proceeding. After hearing evidence and argument, the Commission voted to continue the matter. At the August 13, 2019 meeting, the Commission voted to continue the item so that all Commissioners and the Commission's Corporate Counsel could be present to review the application.

On September 10, 2019, the Liquor Commission met and unanimously voted to approve the application with one condition and forwarded the application to the City Council for additional consideration. The condition placed on the approval of the application by the Liquor Commission requires the outside consumption area to close at 10:00 p.m. on weekdays and 11:00 p.m. on weekends. The condition on the license was placed by the Commission in consideration of concerns expressed by neighbors regarding noise from the establishment in the evenings, behavior of inebriated patrons and amplified music being played outside (draft minutes of the Public Hearings held in this matter on July 9 and September 10, 2019, are attached).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, on June 28, 2019, a public notice was published in the Pantagraph. Four (4) courtesy copies of the Public Notice were mailed to neighboring properties within 500-feet of T-V-E-O Corporation d/b/a Eric's Too for the July 9, 2019 Liquor Commission Meeting.

This application appeared on three separate Liquor Commission Agendas with a public hearing on the July 9, 2019 Liquor Commission Agenda.

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

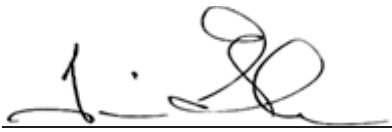
Prepared by: Amanda Mohan, Records and Licensing Specialist

Reviewed by:

	
Leslie Yocum, City Clerk	Chris Tomerlin, Budget Manager
10/8/2019	10/9/2019

George Boyle	
George Boyle, Assistant Corporation Counsel	Tara Henry, Legislative Assistant
10/9/2019	10/10/2019

Recommended by:


Tim Gleason, City Manager

Attachments:

- 1B Application Eric's Too Outdoor Consumption_Redacted
- 1C Public Notice Eric's Too Outdoor Consumption
- 1D Liq. Com. Minutes 07-09-19 - Eric's Too
- 1E Liq. Com. 07-09-19 Objector's Exhibit A - Eric's Too
- 1F Liq. Com. Minutes 08-13-19_DRAFT - Eric's Too
- 1G Liq. Com. Minutes 09-10-19_DRAFT - Eric's Too



7am - 2pm
All week

Request to add an Outdoor Service or Consumption Area to a Current Class "R" or "T" Liquor

1. Name of Applicant/Liquor License Holder: TVEO Corporation
2. The undersigned applicant is (Check One): DBA: Eric's Too
☐ an Individual ☐ a Partnership ☒ a Corporation/LLC

A. If an Individual:

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

B. If a Partnership:

Following are the names of all partners who are entitled to share in any profit of the business (please attach an additional page if more space is needed):

Name: _____ Age: _____

Address: _____ City/State/Zip Code: _____

Name: _____ Age: _____

Address: _____ City/State/Zip Code: _____

C. If a Corporation/LLC:

Date of Incorporation: 4/1/2002

(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 (please attach an additional page if more space is needed):

Name: Hamilton E Trujillo Title/Position: President / 100% owner

Address: [REDACTED] City/State/Zip Code: Bloomington IL 61701

Name: _____ Title/Position: _____

Address: _____ City/State/Zip Code: _____

Name: _____ Title/Position: _____

Address: _____ City/State/Zip Code: _____



3. What days and hours will the proposed area be open?

DAY	HOURS OF OPERATION	DAY	HOURS OF OPERATION
Monday	From <u>7am</u> to <u>2pm</u>	Friday	From <u>7am</u> to <u>2pm</u>
Tuesday	From <u>7am</u> to <u>2pm</u>	Saturday	From <u>7am</u> to <u>2pm</u>
Wednesday	From <u>7am</u> to <u>2pm</u>	Sunday	From <u>7am</u> to <u>2pm</u>
Thursday	From <u>7am</u> to <u>2pm</u>		

4. Describe the intended use and function of the proposed area and how it relates to your establishment's business plan: This area will provide outdoor seating for guests.
5. Will the proposed area be open year-round or operate for specific months of the year? Please explain: Available year around but mainly in Spring, Summer, Fall.
6. Will live music be performed in the Proposed area (please circle)? (Y) N
7. Will there be amplified music played over speakers in the Proposed area (please circle)? (Y) N

The following shall be provided at the time of application submission:

- ❖ Proof of Dram Shop Insurance Policy showing coverage with proposed area specifically listed in the description field. *The City of Bloomington must be listed as the Certificate Holder.*
- ❖ A Floor plan showing the complete location and layout of the proposed Outdoor Service or Consumption Area. *Floor plan of the proposed area must be clear and accurate, as it exists in relation to the establishment.*
- ❖ Emergency Call-In Sheet

The undersigned, upon oath or affirmation, states as follows:

1. I am an authorized representative of the applicant.
2. All statements made on this application are true and correct to the best of my information, knowledge, and belief.
3. I understand that any inaccuracies, misstatements, or misrepresentations made on this application may result in its denial and/or in sanctions being imposed upon the licensee or applicant.
4. The applicant hereby agrees to reimburse the City for the cost of publishing in the Pantagraph a public notice of the date and time of the Liquor Commission hearing at which this application for an Outdoor Service or Consumption Area will be considered and the cost incurred by the City for mailing notice of the hearing to the occupants of properties within 500 feet of the applicant's licensed establishment. Reimbursement will be made within fourteen days after the City mails to the licensed establishment an invoice for the costs incurred for said publication.



5. The applicant understands and agrees that payment of the costs as set forth in the preceding paragraph is a condition precedent to the issuance of the license for the Outdoor Service or Consumption Area requested in this application and that failure to make said payment will prevent the issuance of the license.

Hamilton Trujillo

Printed Name of Representative

President

Title or Position of Representative

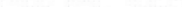
X

Signature of Representative

6-5-19

Date

OFFICE USE ONLY	
<u>6/6/19</u>	Date Received <u>updated 6/26/19</u>
<u>dm</u>	Staff Initials <u>dm</u>
	Comm. Dev. Approved
<u>July 9, 2019</u>	Potential Hearing Date
	DRAM Received
<u>6/26/19</u>	Floor Plan Received
<u>✓</u>	Call-In Sheet Receive
<u>6/26/19</u>	Questionnaire in Liquor Packet



CITY OF
Bloomington ILLINOIS

PLEASE FILL IN YOUR BUSINESS INFORMATION COMPLETELY.

Please list those responsible for License Renewals and Building Security for the above establishment. Also, list the Building Owner information. If anyone else applies, please list them under the other section and describe their title. At least one person must live within McLean County.

Building Owner Name: LM SM LLC - MIKE TEMPLE Phone Number: [REDACTED]
Address: [REDACTED] City: BLOOMINGTON Zip Code: 61704



TVEOCOR-01

ZABRINA1KIA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2019

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 Kaufmann Insurance Agency LLC 2327 4th Street Peru, IL 61354	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED Tveo Corp. Eric's Too 921 Maple Hill Rd Bloomington, IL 61706	INSURER(S) AFFORDING COVERAGE INSURER A: Badger Mutual Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC #

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:				1/8/2019	1/8/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability				1/8/2019	1/8/2020	Liquor Limit \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Outside patio with roof cover. Alcohol and live music will be demonstrated in this area.

CERTIFICATE HOLDER

CANCELLATION

City of Bloomington
109 E Olive Street
Bloomington, IL 61701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Steve Kaufmann

Site Plan

T-74/55

drawings
detail
-scr

Route 9

S
E ← → W
N

Eric's Too
Buildings

Proposed
Area

13 Parking
spaces

17 Parking spaces
17 Parking spaces

Empty
Commercial
Lot

17
Parking
spaces

27 Parking spaces

Empty
Lots

Country
Inn +
Suites

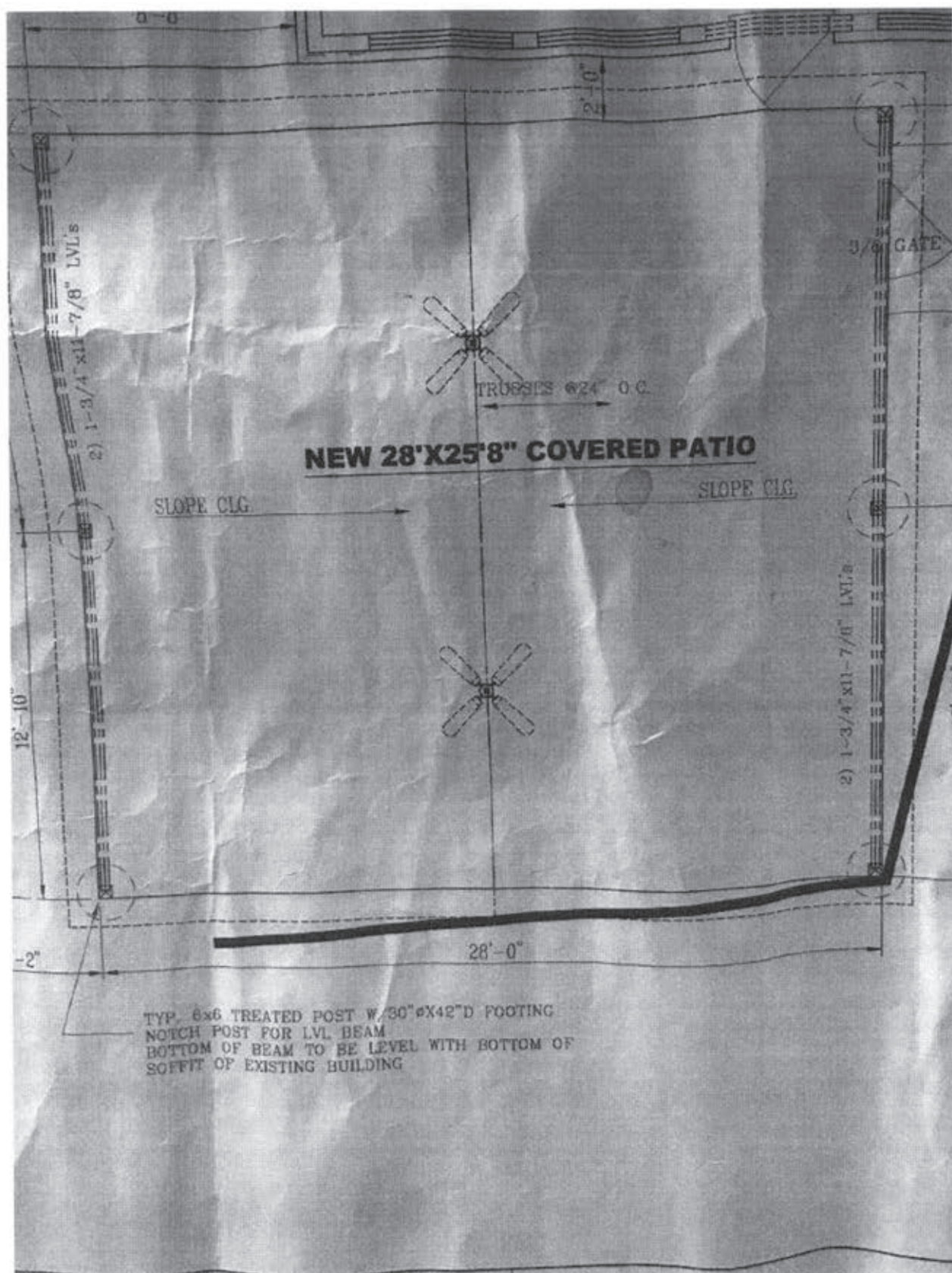
Ramada
Inn

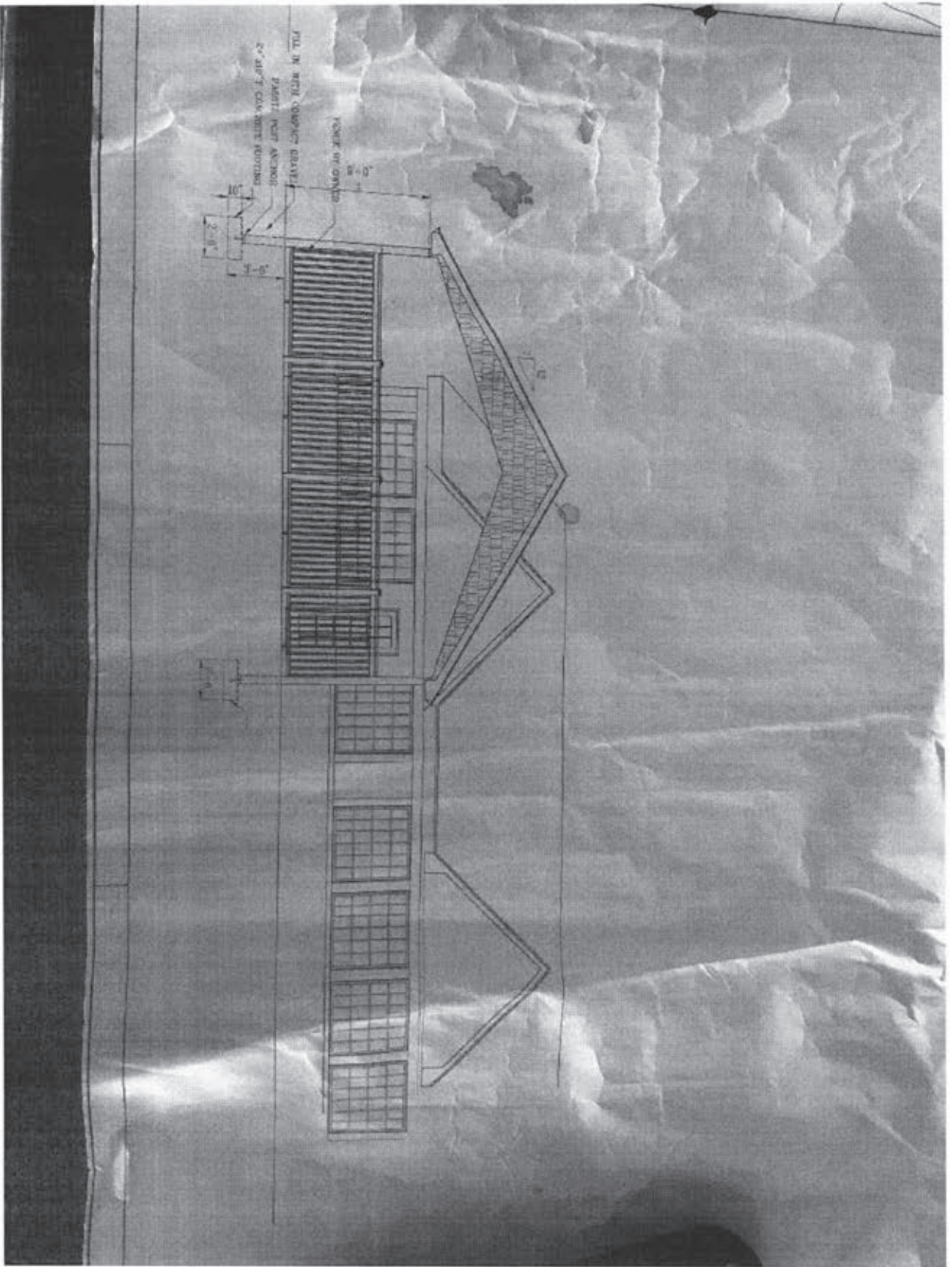
Access Road
2 lanes 2 way, 100 Yards

Maple Hill Road 2 way / 2 Lane

Single Family

Single Family





File Number

6211-509-2



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

ATTACHED HERETO IS A TRUE AND CORRECT COPY, CONSISTING OF 2 PAGE(S), AS TAKEN FROM THE ORIGINAL ON FILE IN THIS OFFICE FOR T V E O CORPORATION.



**In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 30TH
day of APRIL A.D. 2018 .**

Jesse White

SECRETARY OF STATE

CITY OF BLOOMINGTON
PUBLIC HEARING NOTICE

On Tuesday, July 9, 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 T-V-E-O Corporation d/b/a Eric's Too, located at 921 Maple Hill Road, currently holding a Class RAS liquor license (Restaurant, All Types of Alcoholic Liquor, and Sunday Sales) which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week for a permanent extension of premise allowing for an Outdoor Service or Consumption Area.

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: June 28, 2019, Pantagraph Newspaper

Item 13. Public Hearing 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 or Consumption Area.

Commissioner Jordan noted for the record that Hal Jennings, Attorney representing Eric's Too, is also his personal attorney.

Mr. Jennings stated he was present as Eric's Too's Attorney and friend.

Eric Trujillo addressed the commission and explained why he decided to build a beer garden at his establishment.

Commissioner Jordan asked if the patio area was accessible only through the building. Mr. Trujillo responded stating there are two entrances into the area: 1) one entrance from the sidewalk and 2) one from inside the building.

Commissioner Jordan asked if the business would offer full service bar and food outside. Mr. Trujillo responded affirmatively.

George Boyle, Asst. Corporation Counsel, inquired about the potential hours of operation for the patio. Mr. Trujillo responded, stating he proposed to have the patio available for the same hours as the establishment which is from 7:00 a.m. to 2:00 a.m.

Commissioner Jordan inquired whether the patio would be enclosed. Mr. Trujillo stated that it will be an open-air patio.

Commissioner Powell confirmed the hours of operation to be open until 2:00 a.m. as the application said 2:00 p.m.

Commissioner Jordan asked if Interim Police Chief Dan Donath had issues with the location. Chief Donath had no issues, but pointed out that there are three hotels, a personal residence, and Turnberry Village, an apartment complex, all within walking distance of the establishment.

Mr. Boyle asked if an outdoor consumption area was approved, would the Police Department anticipate any issues. Chief Donath stated they did not.

Commissioner Jordan asked if there were any citizens who would like to speak in favor of the business.

Mr. Jennings, Attorney and friend of the applicant, stated that the owner has re-done the outside and inside of the establishment in a first-class manner, including the food. He believes Eric's Too will be a success because of the proximity to neighboring hotels.

Commissioner Jordan asked if there were any citizens who would like to speak in opposition of the business.

Rodney Brown, after being sworn in, addressed the Commission. He stated he was concerned about the noise. He stated he has been a resident at 920 Maple Hill Road since 1977. The previous business located on Wiley Drive, who did not have an outdoor patio, had very loud amplified music.

Commissioner Jordan asked if the business didn't have music outside, would he still be opposed. Mr. Brown responded that wouldn't be a problem.

George Boyle asked if earlier closing hours for the patio would also fix the problem. Mr. Brown responded affirmatively.

Commissioner Jordan asked if only dining was approved, and no music allowed outside, would eliminate his concern. Mr. Brown responded stated that would not be an issue.

Cristo Ortiz Palafox, after being sworn in, addressed the Commission. Mr. Palafox stated he has been the General Manager of Country Inn and Suites for 14 years and that the hotel had had a good working relationship with the previous occupant, Cousin's Restaurant. Mr. Palafox stated that the hotel has had nothing but issues since Eric's Too took over. They often deal with trash, cans, and broken bottles from the restaurant in their parking lots, especially after the weekend. He stated that hotel guests also often voice concerns for their safety and has been told that patrons of Eric's Too approach hotel guests to ask for money. He mentioned that patrons leave the restaurant playing loud music and hang out in the parking lot doing the same. The hotel has not called the police about issues as they are usually notified after the fact from guests. He also mentioned hotel employees having reported fights between restaurant patrons. He expressed concerns with Eric's Too hosting teen nights and stated that guests reported minors leaving intoxicated. In his opinion, he believed it would not be a good decision to allow alcohol to be served outside. He stressed that he believes Mr. Trujillo is irresponsible with his current liquor license. Mr. Palafox also commented on the entrances to the patio. He stated one entrance is very accessible from the parking lot and that he is concerned staff are not present, which could allow anyone to come in and out. He also stated that a hotel guest reported that there is a DJ Booth in the restaurant which raises concerns for him that the restaurant is being operated as a bar or club.

Commissioner Jordan asked if he had discussed these concerns with Mr. Trujillo. Mr. Palafox stated he had not because in the past, living near Eric's other business, Mr. Trujillo had ignored his concerns.

Joshua Smith, after being sworn in, addressed the Commission. Mr. Smith has been the manager of the neighboring Ramada for the past two months. Mr. Smith presented a photo, taken by a Ramada employee, to the Commission which was entered into records as Objector's Exhibit A. The photo was of a gentleman that was passed out between the Ramada and Eric's Too. He stated that before the patron passed out, he was loud, belligerent, and attempted to enter the Ramada. He was denied entrance and the doors were locked for guest's safety. The police were also called after the patron passed out, but the Police instructed hotel staff to leave the patron alone. He believed that allowing Eric's Too an outdoor permit would be detrimental to the area as the hotels are already dealing with intoxicated individuals from Eric's.

George Boyle asked if Mr. Smith was on-site when this happened event occurred. Mr. Smith responded stated that he was not as he typically works in the daytime.

Mr. Boyle asked how Mr. Smith knew the patron was from Eric's. Mr. Smith responded stating multiple guests reported the patron walked from the restaurant and through their parking lot.

Mr. Boyle asked if there was a compromise that could be done. Mr. Smith believed that liquor should stay inside as they already have enough issues.

Commissioner Jordan asked Interim Chief Donath to discuss the issues that the hotels are reporting. Chief Donath stated the testimony from the hotels that managers find out after the event has already occurred explains why the violations go unreported. He continued stating that if the Police are not called at the time of the violation, they cannot do anything after the violation is already over. He also stated that he had no information on the call to

service for the citizen passed out as it was made by the Ramada and his research was only performed for Eric's Restaurant.

Christopher Palafox returned to the podium. He stated that among the five properties, two hotels and three residences, in the area three of the five had testified against Eric's Too receiving an outdoor consumption area.

Commissioner Jordan asked Mr. Trujillo if he had heard previously heard concerns from the hotels. Eric Trujillo failed to respond to the question.

Mr. Boyle reminded Mr. Trujillo that the Liquor Commission was to discuss the outdoor consumption area. He stated Mr. Trujillo mentioned there is no late-night business and if Mr. Trujillo would consider amending the hours of operation for the outdoor consumption area, Mr. Trujillo responded that he would not.

Commissioner Jordan asked if amplified sound is currently being used. Mr. Trujillo confirmed that he does not currently use amplified sound. Commissioner Jordan asked if he intended to have amplified sound. Mr. Trujillo stated that he does have interest in having live music on the patio.

Mr. Trujillo's legal counsel recommended Mr. Trujillo have a discussion with the hotel managers to try and come to a compromise.

Commissioner Powell stated it is the responsibility of the business owner to work with the neighbors and that she felt it was wise to table the item to a future Liquor Commission date to allow the business owner and the neighbors time to discuss a compromise.

Commissioner Powell made a motion, seconded by Commissioner Jordan, to continue the item to the August 13, 2019 Liquor Commission.

Commissioner Jordan directed the Clerk to call the roll, which resulted in the following:

Ayes: Commissioners Jordan and Powell.

Nays: None.

Motion carried.

Old Business

New Business

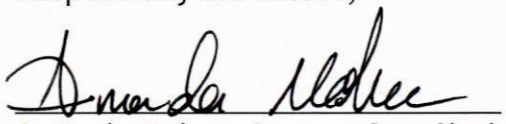
Adjournment

Commissioner Powell made a motion, seconded by Commissioner Jordan, to adjourn.

Motion carried unanimously (viva voce).

The meeting adjourned at 5:33 p.m.

Respectfully submitted,


Amanda Mohan, Deputy City Clerk

Objector's Exhibit A

Photo of an intoxicated person in field in reference to Eric's Too, located at 921 Maple Hill Road.

T-V-E-O Corporation
dba: Eric's Too
921 Maple Hill Road



Eric's Too

Objector's Exhibit

CL

Nays: None.

Motion carried.

The following was presented:

Item 9. Continuation on the Public Hearing 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 or Consumption Area, as requested by the Liquor Commission.

Commissioner Renner informed the Commission that this item would be continued until the next Liquor Commission meeting in order to have both the usual City's Assistant Corporation Counsel and himself present to discuss this item.

The following was presented:

Item 10. Public Hearing on the Application of SmokQue Inc., d/b/a Brass Pig Smoke and Ale House, requesting an 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.

Commissioner Renner opened the Public Hearing at 4:11 p.m.

Tyler Holloway, Owner of Brass Pig Smoke and Ale House, was sworn in and then addressed the Commission. He gave the Commission a brief overview of the business model and the plans for the business. The restaurant will be a smokehouse with smoked meats and vegetables and they plan to have a catering menu. The hours of operation will be 11:00 a.m. to 1:00 a.m. during the week and open until 2:00 a.m. on weekends with most receipts to come from food.

Commissioner Renner stated Mr. Holloway is the owner of Fat Jack's in Downtown Bloomington and a restaurant in Uptown Normal.

Commissioner Jordan expressed concerns about the seating capacity and how the business will card individuals. Mr. Holloway responded stating there will be a capacity for 100 patrons with 40 in bar and 60 in dining area. The BASSET trained staff will card patrons, there will be a host for dinner, and security for late night.

Commissioner Renner asked if there were any citizens who would like to speak in favor of this business.

Jan Lancaster, President of the Downtown Business Association, stated the Association discussed this business at their last meeting and everyone is thrilled and excited for it. She believes it will be a great addition to the Downtown area.

Commissioner Jordan expressed concerns about video gaming in the establishment. Mr. Holloway responded stating they do intend to apply for video gaming but for the mean time, they are using the area for bar seating.

Commissioner Renner asked if there were any citizens who would like to speak against this application. None came forward.

Commissioner Renner closed the Public Hearing at 4:17 p.m.

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 Renner, Powell, and Jordan.

Nays: None.

Motion carried.

The following was presented:

Item 11. Public Hearing 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.

Commissioner Renner opened the Public Hearing at 4:18 p.m.

Kelly Thoennes, Owner of Breathe, was sworn in and then addressed the Commission. She gave the Commission a brief overview of the business model and the plans for the business. She would like to bring a fine dining restaurant to the southeast side of Bloomington. There will be a seating capacity of 45 to 60 seats with 8 seats around bar. Tuesdays through Saturday from 4:00 p.m. to 9:00 p.m. and Fridays through Saturdays from 4:00 p.m. to 10:00 p.m.

Commissioner Jordan confirmed that the location was next to Lucky Sevens and expressed concerns about obtaining a video gaming license. Ms. Thoennes confirmed the location and stated she had no interest in video gaming.

Commissioner Renner asked if there were any citizens who would like to speak for or against this application. None came forward.

Commissioner Renner opened the Public Hearing at 4:20 p.m.

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 Renner, Powell, and Jordan.

Nays: None.

Motion carried.

The following was presented:

Item 12. Public Hearing on the Application of Around the Corner II, Inc., d/b/a JP's Wheel & Ale House, located at 409 Hershey Rd., 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.

Commissioner Renner opened the Public Hearing at 4:20 p.m.

Gary Biddle, owner of JP's Wheel & Ale House, was sworn in and then addressed the Commission. He gave the Commission a brief overview of the business model and the plans for the business. He stated he owns DR McKay's and mentioned it as a reference point. They are planning to do a more upscale version of DR McKay's food with a focus on pizza and chicken



MINUTES
PUBLISHED BY THE AUTHORITY OF
THE LIQUOR COMMISSION OF THE CITY OF BLOOMINGTON, ILLINOIS
TUESDAY, SEPTEMBER 10, 2019, 4:00 P.M.

The Liquor Commission convened in Regular Session in the Council Chambers, City Hall Building at 4:04 p.m., Tuesday, September 10, 2019.

Commissioner Jordan directed the City Clerk to call the roll and the following answered present:

Present: Commissioners Tari Renner, Lindsey Powell and Jim Jordan.

Staff present: George Boyle, Assistant Corporation Counsel; Greg Scott, Assistant Police Chief; 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 and action on Revised Minutes from the August 13, 2019 Regular Liquor Commission Meeting, as requested by the City Clerk Department.

Commissioner Powell made a motion, seconded by Commissioner Jordan, to approve the minutes.

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 5. Continuation on the Public Hearing 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 or Consumption Area, as requested by the Liquor Commission.

Commissioner Renner opened the Public Hearing at 4:05 p.m.

Hal Jennings, friend of and lawyer to Eric Trujillo, after being sworn in, addressed the commission by having Eric Trujillo, Owner of Eric's Too, confirm facts and statements about himself, the business and the proposed outdoor consumption area. Mr. Trujillo was also sworn in. Mr. Jennings asked confirmation of his name, that he is the owner, the address of the establishment, and of how patrons can gain access into the patio. Mr. Trujillo responded stating there is a five-foot cast-iron fence around patio area but patrons can only gain access by entering through the restaurant. There is also an emergency exit push bar gate outside.

Commissioner Jordan confirmed that in order for patrons to gain access to the patio, they would need to go through the restaurant. He also inquired if amplified sound is it

necessary for the establishment in order to address the concerns of the neighbors that came forward against the application. Mr. Trujillo responded confirming the access to the patio and that he would like to have the option to have a band on the patio. Mr. Trujillo also stated he will be posting signage for patrons to gain access to patio through the restaurant and additional signage in the Eric's Too parking lot for *'Eric's Too Parking Only'* to address some of the concerns from the Commission and public.

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 4:13 p.m.

Commissioner Renner proposed a motion to recommend the application positively to the City Council with the condition that the closing hours of the outdoor patio would be 10:00 p.m. on weekdays and 11:00 p.m. weekends with the option to return to the Liquor Commission in the spring to have the condition lifted.

Commissioner Jordan agreed.

Commissioner Powell agreed it was reasonable.

George Boyle, Asst. Corporation Counsel, asked for clarification on how the conditions addressed the amplified sound concern.

Commissioner Renner stated the conditions lined up with the City's Noise Ordinance to allow the establishment to have amplified music up until the conditional hours.

Mr. Boyle and Commissioner Jordan discussed beer garden ordinances, conditions applicable, and types of music allowed.

Commissioner Jordan made a motion, seconded by Commissioner Powell, to approve the application positively to the City Council with the condition that the closing hours of the outdoor patio would be 10:00 p.m. on weekdays and 11:00 p.m. weekends with the option to return to the Liquor Commission in the spring to have the condition lifted.

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 6. Public Hearing 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.

Commissioner Renner opened the Public Hearing at 4:18 p.m.

Tom Hubbard, Owner of 1107 West Lounge, addressed the Commission. He explained that he built the Coppertop, current occupant, 1981 and sold it in 2001. The corporation is very behind in payments in rent and contractual payments. He and his wife are going to fix it



CONSENT AGENDA ITEM NO. 7.J

FOR COUNCIL: October 14, 2019

SPONSORING DEPARTMENT: City Clerk

WARD IMPACTED: Ward 7

SUBJECT: 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.

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 September 10, 2019, to consider 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.

The applicant, LKH II, Inc., is applying for a liquor license so that it can open as a new business at the location currently occupied by Copper Top, Inc., d/b/a Copper Top. The applicant, LKH II, Inc., is owned by Tom Hubbard, who is the current and long-time owner of the building where Copper Top is currently located. Copper Top's owner has submitted a notarized letter verifying her intention to cease operation at the location at the time the liquor license for LKH II, Inc. is approved. Mr. Hubbard and his wife intend to renovate the current location and replicate a design very similar to Cheeks Bar and Grill, which Mr. Hubbard also owns.

At the Liquor Commission meeting, Mr. Hubbard also made it known that he intends to apply for a video gaming license.

The Liquor Commission voted unanimously to positively recommend the application to the City Council contingent upon compliance with all building, health and safety codes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, on August 31, 2019, public notice was published in the Pantagraph. One (1) courtesy copy of the Public Notice was mailed to the adjacent neighboring property for LKH II, Inc., d/b/a 1107 West Lounge.

FINANCIAL IMPACT: The current annual license fee for a Class TAPS 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: N/A

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:


Leslie Yocum, City Clerk

10/8/2019


Chris Tomertin, Budget Manager

10/9/2019

George Boyle
George Boyle, Assistant Corporation Counsel

10/9/2019


Leslie Yocum, City Clerk

10/9/2019

Recommended by:



Tim Gleason, City Manager

Attachments:

- 2B 1107 West Lounge Application_Redacted
- 2C Public Notice 1107 West Lounge Creation (TAPS)
- 2D Notarized License Surrender Letter from Coppertop Inc
- 2E Trustee Deed for 1107 W Locust_Redacted
- 2F Liq Com Minutes 09-10-19_DRAFT-1107 West Lounge



ROUTE SLIP FOR LIQUOR APPLICATION

Name of Establishment:	<u>1107 WEST</u>		
Address of Establishment:	<u>1107 WEST LOCUST ST</u>		
Name of Owner(s):	1. <u>TOM HUBBARD</u>	2. _____	
Owner 1 -	DOB: _____	SS#: _____	
	Phone Number: _____		
Owner 2 -	DOB: _____	SS#: _____	
	Phone Number: _____		

REQUIRED DOCUMENTS TO BE FILED AT TIME OF APPLICATION

- | | |
|---|---|
| 1. ☒ Business Contact Sheet ✓ | 8. ☒ Articles of Incorporation ✓ |
| 2. ☒ Questionnaire ✓ | 9. ☒ Copy of Lease <u>OWN BUILDING</u> |
| 3. ☒ Application for Liquor (Notarized) ✓ | 10. ☒ Site/Floor Plan ✓ |
| 4. ☒ Application for Sunday Sales (Notarized) ✓ | 11. ☒ BASSET Certificates* <u>-see letter</u> |
| 5. ☒ Financial Statement ✓ | 12. ☒ Proof of Good Standing (State of IL) ✓ |
| 6. ☒ Bond ✓ | 13. ☒ Food & Beverage/Package Tax Forms |
| 7. ☒ Evidence of Dram Shop Insurance ✓ | 14. ☒ \$400 Application Fee |

*All servers and bouncers (i.e. those required to check ID's)
*BASSET Certificates are required BEFORE license can be issued

OFFICE USE ONLY

<u>8/8/19</u> Date Received	<u>Sept 10th</u> Possible Public Hearing Date
____ Receipt #	<u>Oct 14th</u> Possible Council Date
____ Check # (if applicable)	____ Date Tax Form Sent to Finance
<u>du</u> Staff Initials	

INSPECTIONS

____ Building Safety ____ Fire Safety ____ Health Department

OTHER REQUIRED LICENSES

Y / <u>N</u> Public Dancing	<u>Y</u> / N Amusement If yes, what type: <u>VG/Darts/Skee ball</u>
Y / <u>N</u> Tobacco	Y / <u>N</u> Miscellaneous If yes, what type: _____

BUS ID: _____ CLASS: TAs TYPE OF APPLICATION: new

SECTION TWO

Required Applications to be Completed

OFFICE USE ONLY
Submittal Date: 8/8/19
Renewal Type (A, SA): SA
Staff Initials: dm



Business Contact Sheet

PLEASE FILL IN YOUR BUSINESS INFORMATION **CLEARLY** AND **COMPLETELY**.

Legal Name (Individual, Partnership, Corporation/LLC):	<u>LKH II, Inc</u>
Doing Business As (D/B/A):	<u>1107 WEST Lounge</u>
Business Address:	<u>1107 W. LOCUST ST</u>
City/State:	<u>BLOOMINGTON, IL</u>
Zip Code:	<u>61901</u>
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: TOM HUBBARD Phone Number: [REDACTED]
Address: [REDACTED] City/State: [REDACTED] Zip Code: [REDACTED]

Alternate Contact:

Name: CHRIS HUBBARD Phone Number: [REDACTED]
Address: [REDACTED] City/State: [REDACTED] Zip Code: [REDACTED]

Manager:

Name: TOM HUBBARD 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? <i>(If applicant is a corporation)</i> | 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)

TAPS

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
<u>TA</u>	Tavern - All Types of Liquor
TB	Tavern - Beer and Wine Only
<u>S</u>	Sunday Sales

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

Lounge

3. State the significance of a liquor license to your establishment, present or future:

ALL TYPES OF LIQUOR WILL BE A LARGE PART OF OUR SALES ALONG WITH FOOD & GAMES

4. How will a liquor license of the kind requested benefit the City of Bloomington and its residents?

SALES TAX & GAMING PERCENTAGE

5. Upon what facts do you base your answers to the previous question?

40 YEARS IN THE BUSINESS

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: ONE OR TWO PERSON ACTS ON SPECIAL OCCASIONS

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?

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: Gaming Machines)
- Y ☒ N ☒ Miscellaneous* (If yes, which type: PARLS, JOKE BAY)

*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: 1107 W. LOOPER ST City/State: BLOOMINGTON IL Zip: 61701

2. What hours will the establishment be open?

DAY	TIME OPEN	DAY	TIME CLOSE
Monday:	<u>7 AM</u>	Monday:	<u>1 AM</u>
Tuesday:	<u>7 AM</u>	Tuesday:	<u>1 AM</u>
Wednesday:	<u>7 AM</u>	Wednesday:	<u>1 AM</u>
Thursday:	<u>7 AM</u>	Thursday:	<u>1 AM</u>
Friday:	<u>7 AM</u>	Friday:	<u>2 AM</u>
Saturday:	<u>7 AM</u>	Saturday:	<u>2 AM</u>
Sunday:	<u>10 AM</u>	Sunday:	<u>1 AM</u>

3. What type or types of building(s) adjoin the establishment? Nothing
- a. If any adjoining buildings are office or commercial, approximately what hours are they open for business? POTENTIAL RENTAL SPACE, EMPTY NOW
- 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.): LOCUST ST (IL RT 9) AND N. MORRIS ST
5. How much additional traffic do you expect the establishment with a liquor license to generate? VERY LITTLE
6. Describe on and off street parking facilities to handle traffic anticipated:
PARKING LOT WITH APPROX 35 SPOTS + ON STREET PARKING ON N. LUMBER ST
7. How many establishments with liquor licenses are located within the immediate area of your establishment? 0
8. What do you estimate to be the demand for your establishment in the area in which it is or will be located? VERY HIGH DEMAND FOR A NICE LOUNGE ON WEST SIDE.
9. Upon what facts do you base your answer to the previous question? OPENED CUPPEN TOP IN 1981 AND DID VERY WELL.

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? 1

DATED this 27th day of JULY, 20 19.

SIGNED:

T.M. HOBARD

Printed Name

[Redacted Signature]

Signature

Pres.

Title

[Redacted Address]

Address

[Redacted City/State/Zip Code]

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 TA, PS 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: 7/31/19

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: Tom HUBBARD

Title: Pres.

Address: [REDACTED]

City/State/Zip: [REDACTED]

Name: _____

Title: _____

Address: _____

City/State/Zip: _____



3. Location and description of the premises or place of business to be operated under this

license: 1107 WEST LOCUST ST, BLOOMINGTON, IL 61701

a. Legal Name: LKH II, INC.

b. D/B/A: 1107 WEST LOUNGE

-- 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: Own Building

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: I have had a Liquor License in Bloomington, IL For over 40 years with zero problems.

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 27th day of JULY, 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>T. M. HUBBARD</u>	_____
Printed Name of President	Signature of President
ATTEST	
<u>N/A</u>	<u>N/A</u>
Printed Name of Secretary	Signature of Secretary
And the following officers, directors, or majority stockholders:	
_____	_____
_____	_____

CONTINUE TO NEXT PAGE FOR NOTARY ACKNOWLEDGEMENT



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:

Tom HUBBARD L.V.H. II, INC
NAME OF APPLICANT DBA 1107 West Lounge

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

1. A CLASS TAP/S **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 27th day of JULY, 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

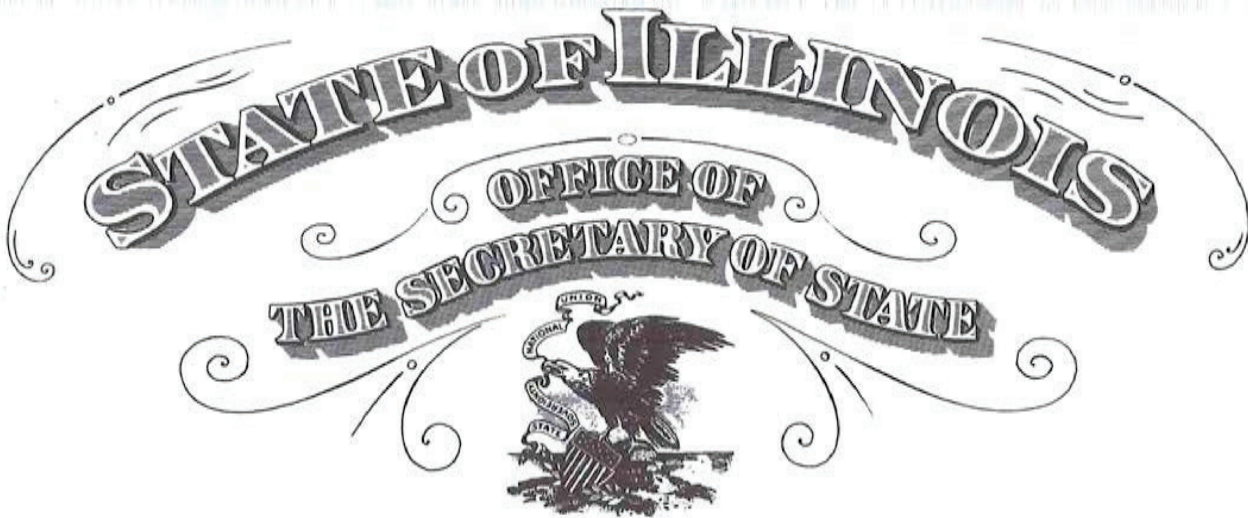
C. Corporation/LLC

Corporate Name	
_____	_____
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

File Number

7238-672-8



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

LKH II, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON JULY 11, 2019, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION 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 7TH
day of AUGUST A.D. 2019 .***

Jesse White

SECRETARY OF STATE



VAN GUNDY
INSURANCE

Insure with confidence.

August 7th, 2019

City of Bloomington

109 E Olive Street

Bloomington, Illinois 61701

Re: LKH II, Inc. dba 1107 W Lounge

Tom Hubbard

1107 W Locust Street

Bloomington, Illinois 61701

Please be advised that the Van Gundy Agency, Inc. is prepared to provide a liquor bond and dram shop liability insurance for LKH II, Inc. dba 1107 W Lounge upon notification that the license has been approved. We also plan on hosting a Basset Certification Training in the month of September for our client.

If you have any questions, please contact Ryan, my account assistant or me at your earliest convenience at 309-452-1156

Sincerely,

Michael S. McNeely

RN



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/7/2019

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 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 The Van Gundy Agency Inc. 101 S Towanda Avenue Normal IL 61761		CONTACT NAME: Michael McNeely/114 PHONE (A/C, No, Ext): [REDACTED] FAX (A/C, No): [REDACTED] E-MAIL ADDRESS: [REDACTED]	
INSURED LKH II, Inc dba 1107 W. Lounge 1107 W. Locust Bloomington IL 61701		INSURER(S) AFFORDING COVERAGE INSURER A: Illinois Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			[REDACTED]	TBD	TBD	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 2,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			SAMPLE			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			[REDACTED]	TBD	TBD	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	[REDACTED]	TBD	TBD	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	LIQUOR LIABILITY			[REDACTED]	TBD	TBD	EACH OCCURRENCE 1,000,000

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

CERTIFICATE HOLDER

(309) 434-2628 cityclerk@cityblm.org
City of Bloomington Liquor Commission
109 E Olive St
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

M McNeely/114/CJC

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[REDACTED]

BOND OF LICENSE
FOR THE SALE OF INTOXICATING LIQUOR

Know All Men by these presents, that we, LKH II, Inc DBA 1107 W. Lounge

1107 W LOCUST ST

BLOOMINGTON, IL 61701-2780

as principal and The Cincinnati Insurance Company

6200 S GILMORE RD

FAIRFIELD OH 45014-5141

*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 8th day of August, A.D. 2019

The condition of the above obligation is such, that whereas, the above bounden principal has applied to the City Liquor Commission of said City for a Class 1A-Retail 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.



X

Attorney-in-Fact, Michael S. McNeely

(Seal)

(Seal)

(Seal)

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Michael S McNeely

of Normal, IL its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows: Any such obligations in the United States, Twenty Million and No/100 Dollars (\$20,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 1st day of April, 2007.



STATE OF OHIO } ss:
COUNTY OF BUTLER }

THE CINCINNATI INSURANCE COMPANY

[Redacted Signature]

Vice President

On this 1st day of April, 2007, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



[Redacted Signature]

MARK J. HUYLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration
date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

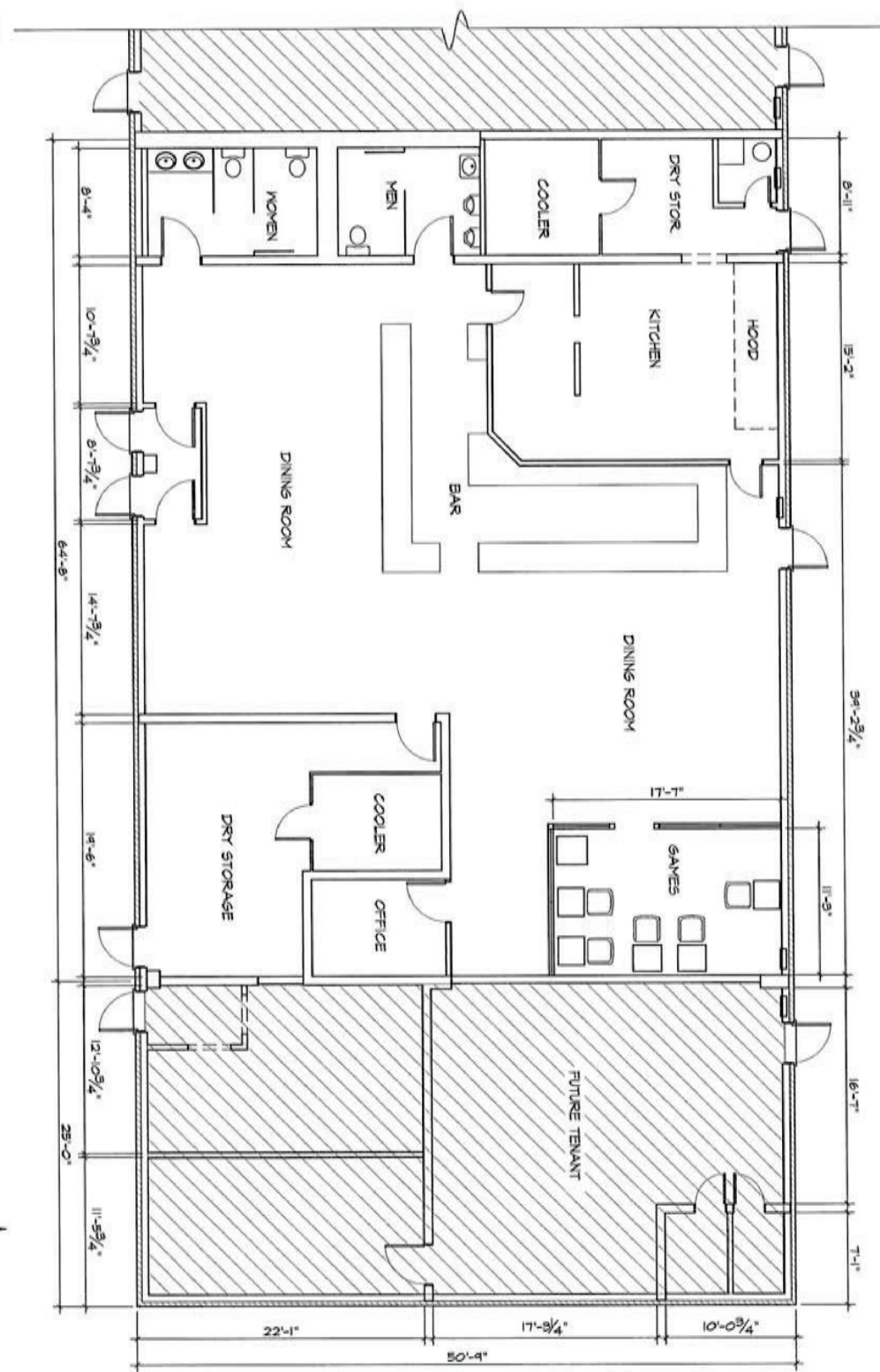
GIVEN under my hand and seal of said Company at Fairfield, Ohio,
this 7th day of August 2019



[Handwritten Signature]

Secretary

1 LOUNGE FLOORPLAN (3230 S.F.)
1/8" = 1'-0"



project: COPPERTOP LOUNGE	project date: 05.2019	 EA ARCHITECTURE & DESIGN, INC. 2416 E. WASHINGTON STREET SUITE C-3 BLOOMINGTON, ILLINOIS 61704 IL. PROF. DESIGN FIRM LICENSE NO. 184.007110
job #: 19-051	drawing date: 05.2019	
subject: RESTAURANT FLOORPLAN	scale: 1/8" = 1'-0"	
sheet: A100	drawn by: R. ARBUCKLE	



**Bloomington / Normal
Food & Beverage Tax
Registration Form**

Illinois Business Tax (IBT) #: *To Be Applied For*

Date Business started at this location (Month\Day\Year):

Describe your type of Business:

DBA Business Name: *1107 WEST*

Address: *1107 W. Leavitt ST Bloomington IL*

Contact:

Phone:

Fax:

Email:

Owner/Corporate Name:

(If different from above)

LKHA, INC

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

Date

T. M. HUBBARD

Print Name and Title



Package Liquor Tax Registration Form

Illinois Business Tax (IBT) #: *To Be Applied For*

Date Business started at this location (Month\Day\Year):

Describe your type of Business:

DBA Business Name: *1107 West*

Address: *1107 W. Locust St Bloomington, IL*

Contact:

Phone:

Fax:

Email:

Owner/Corporate Name:

(If different from above)

LKH II, Inc.

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

☐ Partnership

☒ Corporation

☐ LLC

☐ Other _____

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

Date

T.M. Hubbard *Pres.*
Print Name and Title

CITY OF BLOOMINGTON
PUBLIC HEARING NOTICE

On Tuesday, September 10, 2019 at 4:00 p.m., in the City Hall Council Chambers, located at 109 E. Olive St., the Bloomington Liquor Commission will conduct a Public Hearing on the Application of 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.

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: August 31, 2019, Pantagraph Newspaper

OFFICIAL SEAL
ANDREW J COFFEY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 08/17/21

TRUSTEE'S DEED

96- 6311 96 6311
03-08-1996 01:05:13 PM
RUTH WEBER, Recorder
McLean County, IL

MAIL TO: Thomas H. Hubbard

NAME & ADDRESS OF TAXPAYER
Thomas H. Hubbard

RECORDER'S STAMP

59655

THIS INDENTURE, made this 18th day of January,
1996, between COMMERCE BANK f/k/a THE PEOPLES BANK AS TRUSTEE UNDER
TRUST AGREEMENT DATED October 4, 1983, AND KNOWN AS
Trust Number TH-2 Grantor and THOMAS H.
HUBBARD, a married person, Grantee,

and not as tenants in common, of Bloomington, Illinois.

WITNESSETH, That the Grantor in consideration of the sum of
Ten and no/100 Dollars (\$10.00) and other good and valuable
consideration in hand paid, does hereby grant, sell and convey unto
said Grantee, the following described real estate, situated in the
County of McLean, and State of Illinois, to-wit:

All that part of Lot 1 in Block 44 in 40 Acres Subdivision
to the City of Bloomington, according to the Plat thereof
recorded July 19, 1974 as Document No. 74-6533, lying South
of the following described line: Commencing at a point on
the West line of said Lot 1 a distance of 184.84 feet South
of the North West corner of said Lot, thence 90 degrees
East to the Easterly line of said Lot 1 in McLEAN COUNTY,
ILLINOIS. Except that part conveyed to the State of Illinois
Tax ID No. (44)21-05-232-013

by Trustees Deed recorded February 15, 1994 as Document No.
94-4725, in McLean County, Illinois
together with the hereditaments, tenements and appurtenances
thereunto belonging.

TO HAVE AND TO HOLD the same unto said Grantee, and his, her,
or their heirs and assigns forever.

This deed is executed pursuant to and in the exercise of the
power and authority granted to and vested in said trustee by the
terms of said deed or deeds in trust delivered to said trustee in
pursuance of the trust agreement above mentioned. This deed is
made subject to the lien of every trust deed or mortgage and every

other lien against said premises (if any there be) of record in said county given to secure the payment of money, and remaining unreleased at the date of the delivery hereof and all unpaid taxes and special assessments now, or hereafter to be made, a charge or lien against said premises.

IN WITNESS WHEREOF, said Grantor, as trustee, has hereunto set his hand and seal the day and year first above written.

Attest: Kathy W. US
Title: Trust Officer

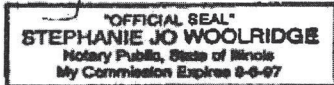
COMMERCE BANK f/k/a THE PEOPLES BANK, Trustee McLean County and Trust TH. 2.

By: Barbara E. Adams
Title: Trust Officer, Trustee
(Not personally but as Trustee as aforesaid.)
Not individually

STATE OF ILLINOIS)
) ss.
MC LEAN COUNTY)

I, the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY, that Barbara E. Adams Trust Officer and Kathy W. US Trust Officer Commerce Bank, personally known to me to be the same persons whose name are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this 18th day of January, 1996.



Stephanie Jo Woolridge
Notary Public

Document Prepared By: Jerry N. Raymer, Attorney at Law, 102 S. East, Ste. 140, Bloomington, IL 61701

AFFIX TRANSFER TAX STAMP
OR

Exempt under provisions of Paragraph e, Section 4, Real Estate Transfer Act.

1/18/96

Date

Jerry N. Raymer, Attorney
Buyer, Seller or Representative

necessary for the establishment in order to address the concerns of the neighbors that came forward against the application. Mr. Trujillo responded confirming the access to the patio and that he would like to have the option to have a band on the patio. Mr. Trujillo also stated he will be posting signage for patrons to gain access to patio through the restaurant and additional signage in the Eric's Too parking lot for *'Eric's Too Parking Only'* to address some of the concerns from the Commission and public.

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 4:13 p.m.

Commissioner Renner proposed a motion to recommend the application positively to the City Council with the condition that the closing hours of the outdoor patio would be 10:00 p.m. on weekdays and 11:00 p.m. weekends with the option to return to the Liquor Commission in the spring to have the condition lifted.

Commissioner Jordan agreed.

Commissioner Powell agreed it was reasonable.

George Boyle, Asst. Corporation Counsel, asked for clarification on how the conditions addressed the amplified sound concern.

Commissioner Renner stated the conditions lined up with the City's Noise Ordinance to allow the establishment to have amplified music up until the conditional hours.

Mr. Boyle and Commissioner Jordan discussed beer garden ordinances, conditions applicable, and types of music allowed.

Commissioner Jordan made a motion, seconded by Commissioner Powell, to approve the application positively to the City Council with the condition that the closing hours of the outdoor patio would be 10:00 p.m. on weekdays and 11:00 p.m. weekends with the option to return to the Liquor Commission in the spring to have the condition lifted.

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 6. Public Hearing 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.

Commissioner Renner opened the Public Hearing at 4:18 p.m.

Tom Hubbard, Owner of 1107 West Lounge, addressed the Commission. He explained that he built the Coppertop, current occupant, 1981 and sold it in 2001. The corporation is very behind in payments in rent and contractual payments. He and his wife are going to fix it

up, clean it up and run the new establishment until another opportunity comes along. Mr. Hubbard also mentioned that he has held a liquor license in Bloomington for 43 years.

Commissioner Jordan asked if it will be replicated from Cheeks. Mr. Hubbard confirmed it would be a replicated version of Cheeks but smaller.

Commissioner Jordan confirmed package sales was applied for. Mr. Hubbard responded affirmatively.

Mr. Hubbard continued, stating there are currently five video gaming terminals in the establishment and he wants to keep the terminals and intends on applying for a video gaming license.

Mr. Boyle stated there is not a provision in the City Video Gaming Ordinances that allows the transfer of a license from one corporation to another. However, if the State of Illinois approves the transfer the Coppertop Video Gaming License from their corporation to another, the City will review the application. Mr. Hubbard stated he believes he deserves the right to have one of the video gaming licenses that are available.

Commissioner Jordan confirmed the Liquor Commission is not able to guarantee a license at this time.

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 4:27 p.m.

Commissioner Jordan made a motion, seconded by Commissioner Powell, to positively recommend the application to the City Council as presented.

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. Public Hearing 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.

Commissioner Renner opened the Public Hearing at 4:28 p.m.

Todd Hovenden, Representative of Biaggi's Ristorante Italiano, after being sworn in, addressed the Commission. He informed the Commission that they intend on moving from their current location, where they have a lease until February 28, 2019, to a new location near Ancho & Agave with the goal of opening by Valentine's Day.

Commissioner Renner asked if it would be identical at the new location.

Mr. Hovenden responded affirmatively, including a private event space, with the addition of a designated To-Go area as well as the addition of patio seating and a larger



CONSENT AGENDA ITEM NO. 7.K

FOR COUNCIL: October 14, 2019

SPONSORING DEPARTMENT: City Clerk

WARD IMPACTED: Ward 3

SUBJECT: 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.

RECOMMENDED MOTION: The proposed License be approved, contingent upon compliance with all health and safety codes.

STRATEGIC PLAN LINK:

-Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The Bloomington Liquor Commission met on September 10, 2019 to consider the Application of Biaggi's Ristorante Italiano, LLC., d/b/a Biaggi's Ristorante Italiano, for a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales), which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week.

Biaggi's Ristorante Italiano, LLC., d/b/a Biaggi's Ristorante Italiano is moving their primary location from 1501 N. Veterans Parkway, where they rent the building, to 3010 E. Empire Street, where the company is constructing a new building near the new restaurant, Ancho and Agave, that they recently opened. The new Biaggi's location is aimed at being almost identical to the current location including a private event space. In addition, the new building will be equipped with a larger bar area, an additional space designated for To-Go orders, and an outside patio seating area. Biaggi's has been in Bloomington for 21 years with the first Biaggi's Restaurant at 1501 N. Veterans Parkway. The corporation aims to open the new location by Valentine's Day, February 14, 2020.

The Liquor Commission voted unanimously to positively recommend the application to the City Council as presented.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, on August 31, 2019, public notice was published in the Pantagraph. Five (5) courtesy copies of the Public Notice were mailed to the neighboring properties within 500 feet of Biaggi's Ristorante Italiano, LLC., d/b/a Biaggi's Ristorante Italiano.

FINANCIAL IMPACT: The current annual license fee for a Class RAPS 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: N/A

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

Respectfully submitted for Council consideration.

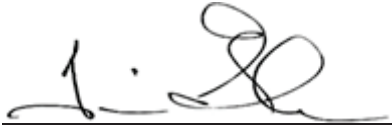
Prepared by: Amanda Mohan, Records and Licensing Specialist

Reviewed by:

 _____ Leslie Yocum, City Clerk	10/9/2019	 _____ Chris Tomertin, Budget Manager	10/9/2019
---	-----------	--	-----------

George Boyle _____ George Boyle, Assistant Corporation Counsel	10/9/2019	 _____ Leslie Yocum, City Clerk	10/9/2019
---	-----------	---	-----------

Recommended by:



Tim Gleason, City Manager

Attachments:

- 3B Biaggi's Application_Redacted
- 3C Public Notice Biaggi's Creation (RAPS)
- 3D Liq Com Minutes 09-10-19_DRAFT-Biaggi's New Location

SECTION TWO

Required Applications to be Completed

OFFICE USE ONLY	
Submittal Date:	8/5/19
Renewal Type (A, SA):	A
Staff Initials:	dm



Business Contact Sheet

PLEASE FILL IN YOUR BUSINESS INFORMATION CLEARLY AND COMPLETELY.

Legal Name (Individual, Partnership, Corporation/LLC):	BIAGGI'S RISTORANTE ITALIANO, LLC
Doing Business As (D/B/A):	BIAGGI'S RISTORANTE ITALIANO
Business Address:	3010 E. EMPIRE ST.
City/State:	BLOOMINGTON, IL
Zip Code:	61704
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: TODD HOVENDEN **Phone Number:** [REDACTED]

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

Alternate Contact:

Name: CHRISTAL KNEER **Phone Number:** [REDACTED]

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

Manager:

Name: DEREK ROETZER **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)* RAPS

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)* FULL SERVICE ITALIAN RESTAURANT. RELOCATING CURRENTLY LICENSED RESTAURANT AT 1501 N VETERANS PKWY UNDER THE SAME NAME
3. State the significance of a liquor license to your establishment, present or future:
ALLOW CUSTOMERS TO ENJOY ALCOHOL WITH THEIR MEALS AND TO PURCHASE WINES OFFERED AT NO OTHER LOCATIONS IN THE AREA. BIAGGI'S IS KNOWN FOR THEIR OFFERING OF SELECT WINES AND OTHER ALCOHOLIC BEVERAGES.
4. How will a liquor license of the kind requested benefit the City of Bloomington and its residents? IN ADDITION TO THE SALES TAX PAID TO THE CITY, BIAGGI'S OFFERS WINES AND OTHER ALCOHOLIC BEVERAGES THAT ARE NOT OFFERED ANYWHERE ELSE IN BLOOMINGTON.
5. Upon what facts do you base your answers to the previous question?
CURRENT OPERATIONS AT 1501 N VETERANS PKWY, WHICH IS BEING RELOCATED TO 3010 E EMPIRE ST
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? DURING 2018, ALCOHOL SALES TOTALED 17% OF BIAGGI'S GROSS 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: _____)
- Y ☒ N ☐ Miscellaneous* (If yes, which type: CATERING AND PATIO DINING)

*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: 3010 E EMPIRE ST City/State: BLOOMINGTON, IL Zip: 61704

2. What hours will the establishment be open?

DAY	TIME OPEN	DAY	TIME CLOSE
Monday:	11:00 AM	Monday:	9:00 PM
Tuesday:	11:00 AM	Tuesday:	9:00 PM
Wednesday:	11:00 AM	Wednesday:	9:00 PM
Thursday:	11:00 AM	Thursday:	9:00 PM
Friday:	11:00 AM	Friday:	10:00 PM
Saturday:	11:00 AM	Saturday:	10:00 PM
Sunday:	11:00 AM	Sunday:	9:00 PM

3. What type or types of building(s) adjoin the establishment? FREE STANDING BUILDING, NEXT TO FULL SERVICE MEXICAN RESTUARANT (ANCHO & AGAVE) AND ADVOCATE BROMENN MEDICAL BUILDING
- a. If any adjoining buildings are office or commercial, approximately what hours are they open for business? ANCHO & AGAVE ARE OPENED SAME HOURS AS BIAGGI'S
ADVOCATE BROMENN IS OPENED VARIOUS TIMES (DEPENDING ON SERVICE) RANGING FROM 5 AM - 10 PM
- 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.): E EMPIRE IS ALSO ROUTE 9; 4 LANES WITH DIVIDER AT THIS LOCATION; LEFT LANES ARE ONLY ALLOWED AT THE STOP LIGHTS
AIRPORT ROAD IS ALSO A 4 LANE CITY STREET WITH A FIFTH LANE (MIDDLE) DESIGNATED FOR LEFT TURNS ONLY.
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: SUFFICIENT PARKING ON PREMISES
7. How many establishments with liquor licenses are located within the immediate area of your establishment? ONE, ANCHO & AGAVE AT 3006 E EMPIRE
8. What do you estimate to be the demand for your establishment in the area in which it is or will be located? DEMAND IS EXPECTED TO MEET OR MATCH THE CURRENT BIAGGI'S AT 1501 N VETERANS PKWY AS THERE WILL BE MORE CONVENIENT PARKING AND ADDITIONAL SEATING
9. Upon what facts do you base your answer to the previous question? BASED UPON CURRENT BIAGGI'S AT 1501 N VETERANS PKWY WHICH IS BEING RELOCATED TO THIS LOCATION

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? ONCE IN JULY OF 2013 (OPENED SINCE 03/08/1999)

DATED this 31st day of JULY, 20 19.

SIGNED:

TODD HOVENDEN

Printed Name

[REDACTED]

Signature

CEO/PRESIDENT

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 RAPS 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 ☒ ^{LLC} 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: 1998

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: TODD D. HOVENDEN Title: PRESIDENT/MEMBER

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

Name: _____ Title: _____

Address: _____ City/State/Zip: _____



3. Location and description of the premises or place of business to be operated under this license: 3010 E EMPIRE ST

BLOOMINGTON, IL 61704

a. Legal Name: BIAGGI'S RISTORANTE ITALIANO, LLC

b. D/B/A: BIAGGI'S RISTORANTE ITALIANO

-- 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 31st day of JULY, 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

_____ BIAGGI'S RISTORANTE ITALIANO, LLC	
Corporate Name	
_____ TODD D HOVENDEN	_____ [Redacted Signature]
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

UPDATED 02/2019



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 31 day of July 2019, 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.

Diane Sue Heitz
Notary Public

My Commission Expires: June 15, 2020





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:

BIAGGI'S RISTORANTE ITALIANO, LLC

NAME OF APPLICANT

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

1. A CLASS RAPS 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 31 day of July, 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

_____ BIAGGI'S RISTORANTE ITALIANO, LLC	
_____ Corporate Name	
_____ TODD D HOVENDEN	_____ [Redacted Signature]
_____ 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 ^{31st} day of July, 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.

Diane Sue Heitz

Notary Public

My Commission Expires: June 15, 2020





PERSONAL FINANCIAL STATEMENT

Submitted to: Bloomington Liquor Control Commission

Section 1 - Individual Information *(Please type or print legibly)*

Name:	
Address:	
City, State & Zip Code:	
Personal Phone Number:	
Position or Occupation:	
Length of Employment:	
Business Name:	
Business Address:	
City, State & Zip Code:	
Business Phone Number:	

Section 2 - Other Party Information *(Please type or print legibly)*

Name:	
Address:	
City, State & Zip Code:	
Personal Phone Number:	
Position or Occupation:	
Length of Employment:	
Business Name:	
Business Address:	
City, State & Zip Code:	
Business Phone Number:	



Section 3 - Statement of Financial Condition as of _____, 20____.
(Please type or print legibly)
If none, type N/A

ASSETS (Do not include assets of doubtful value)	IN DOLLARS (Omit Cents)	LIABILITIES	IN DOLLARS (Omit Cents)
Cash on hand	\$	Notes Payable to Banks (See Schedule E)	\$
Cash in banks	\$	Notes Payable to Other Institutions (See Schedule E)	\$
U.S. Government & Marketable Securities (See Schedule A)	\$	Due To Brokers	\$
Nonmarketable Securities (See Schedule B)	\$	Amounts Payable to Others - Secured	\$
Securities Held by Broker in Margin Accounts	\$	Amounts Payable to Others - Unsecured	\$
Restricted, Control, Or Margin Account Stocks	\$	Accounts and Bills Due	\$
Real Estate Owned (See Schedule C)	\$	Unpaid Income Tax	\$
Accounts, Loans, and Notes Receivable	\$	Other Unpaid Income Tax	\$
Automobiles	\$	Real Estate Mortgages Payable (See Schedules C & E)	\$
Other Personal Property	\$	Other Debts (Car Payments, Credit Cards, Etc.) - Itemize	\$
Cash Surrender Value - Life Insurance (See Schedule D)	\$		
If Applicable Other Assets - Itemize (See Schedule F)	\$		
		Total Liabilities	\$
		Total Net Worth	\$
Total Assets:	\$	Total Liabilities & Net Worth	\$



Section 4
(Please type or print legibly)
If none, type N/A

Annual Income for Year Ended 20 ____	\$\$\$	Annual Expenditures	\$\$\$	Contingent Liabilities	Y / N (Circle)	Estimated Amounts
Salary, Bonuses & Commissions	\$	Mortgage/Rental Payments	\$	Do you have any?	Y / N	\$
Dividends & Interest	\$	Real Estate Taxes & Assessments	\$	Contingent Liabilities (As endorser, co-maker or guarantor? on leases? on contracts?) Involvement in pending legal actions? Other special debt or circumstances? Contested income tax liens?	Y / N	\$
Real Estate Income	\$	Taxes (Federal, State, & Local)	\$			\$
Other Income	\$	Other Contract Payments (Car Payments, Charge Cards, Etc.)	\$			\$
(Alimony, Child Support or Separate Maintenance Income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation)		Alimony, Child Support, & Maintenance	\$			Y / N
		Other Expenses	\$	Y / N	\$	
				If "yes" to any questions please describe		
Total Income:	\$	Total Expenditures	\$	Total Contingent Liabilities		\$

(COMPLETE SCHEDULES AND SIGN)
--- Attach an additional page if more space is needed. ---

SCHEDULE A
U.S. Government & Marketable Securities

Number of Shares or Face Value of Bonds	Description	In Name of	Are These Registered Pledged or Held by Others?	Market Value



SCHEDULE B
Non-Marketable Securities

Number of Shares or Face Value of Bonds	Description	In Name of	Are These Registered Pledged or Held by Others?	Market Value

SCHEDULE C
Residences and Other Real Estate (Partially or Wholly Owned)

Address & Type of Property	Title in Name of	% of Ownership	Date Acquired	Cost	Market Value	Monthly Payment	Mortgage Amount	Mortgage Maturity
Residences								
Residences								
Other:								
Other:								

SCHEDULE D
Life Insurance Carried, Including Group Insurance

Name of Insurance Company	Owner of Policy	Beneficiary & Relationship	Face Amount	Policy Loans	Cash Surrender Value

SCHEDULE E
Bank & Other Institutional Relationships

Name & Address of Creditor	Original Loan/Line Amount	Date of Loan	Maturity Date	Unsecured or Secured (List Collateral)	Amount Owed



SCHEDULE F
Business Ventures

List Name & Address of Any Business Venture in Which You are a Principal or Partner	Total Assets Listed in Section 3	Your % of Ownership	Your Position/ Tile in the Business	Total Assets of Business	Line of Business	Years in Business

DATED this 31st day of JULY, 20 19.

Individual

Other Party

[REDACTED]

Social Security Number

[REDACTED]

Date of Birth

TODD D HOVENDEN

Printed Name

Signature

Social Security Number

Date of Birth

Printed Name

Signature

Bond No. [REDACTED]

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

Know All Men by these presents, that we, Biaggi's Ristorante Italiano, LLC
3010 E. Empire St., Bloomington, IL 61704
as principal and Old Republic Surety Company
P. O. Box 1635, Milwaukee, WI 53201-1635

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 25th day of July, A.D. 2019
The condition of the above obligation is such, that whereas, the above bounden principal has applied to the City Liquor Commission of said City for a Class Retail License to sell intoxicating liquor in said City.

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

Biaggi's Ristorante Italiano, LLC



[REDACTED]
[REDACTED]
Kristen Schmidt Attorney-in-Fact

(Seal)

(Seal)

(Seal)



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Kristen Schmidt

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows: Execution Date: July 25, 2019

Surety Bond number: [REDACTED]

Principal: Biaggi's Ristorante Italiano, LLC

Obligee: City of Bloomington, City Liquor Commission

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 1st day of October, 2018.

OLD REPUBLIC SURETY COMPANY



President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 1st day of October, 2018, personally came before me, Alan Pavlic and Jane E. Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



My Commission Expires: September 28, 2022
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Brookfield, WI this 25th day of July, 2019.

Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/29/2019

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
The Horton Group
10320 Orland Parkway
Orland Park IL 60467

CONTACT
NAME:
PHONE:
(A/C, No, Ext):
E-MAIL:
ADDRESS:

FAX
(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Nationwide Mutual Insurance

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Biaggi's Ristorante Italiano LLC
1705 Clearwater Ave
Bloomington IL 61704-0904

BIAGRIS-01

COVERAGES

CERTIFICATE NUMBER: 929407747

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	Y	Y		10/15/2018	10/15/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$1,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 Emp. Benefits \$1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y		10/15/2018	10/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$0				10/15/2018	10/15/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A		10/15/2018	10/15/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	☒ Liquor Liability				10/15/2018	10/15/2019	Each Common Clause Aggregate 1,000,000 2,000,000

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

Additional insured with respect to the general liability and auto liability coverage only when required by written contract.

Waivers of subrogation apply to the general liability and auto liability in favor of the stated additional insureds only when required by written contract.
Re: 3010 E Empire St. Bloomington, IL 61704

CERTIFICATE HOLDER

CANCELLATION

City of Bloomington
109 E. Olive St.
Bloomington IL 61701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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File Number

0016641-3



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

BIAGGI'S RISTORANTE ITALIANO, L.L.C., HAVING ORGANIZED IN THE STATE OF ILLINOIS ON FEBRUARY 02, 1998, 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 20TH
day of NOVEMBER A.D. 2018 .***

Jesse White

SECRETARY OF STATE



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

BIAGGI'S RISTORANTE ITALIANO, L.L.C.,
HAVING ORGANIZED IN THE STATE OF ILLINOIS ON FEBRUARY 02, 1998,
APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED
LIABILITY COMPANY ACT OF THIS STATE RELATING TO THE FILING
OF THE ARTICLES AND PAYMENT, AND IS ORGANIZED TO TRANSACT
BUSINESS 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* 20TH
day of JULY A.D. 2004



Jesse White

SECRETARY OF STATE



NOTE: BUILDING IS EQUIPPED WITH AN APPROVED AUTOMATIC SPRINKLER SYSTEM COMPLYING WITH N.F.P.A. 13-2010 EDITION

DATE	04/15/15	A1.4
TIME		
BY		
REMARKS		
DATE		

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): 01/01/2020

Describe your type of Business: FULL SERVICE ITALIAN RESTAURANT

DBA Business Name: BIAGGI'S RISTORANTE ITALIANO

Address: 3010 E EMPIRE ST

BLOOMINGTON, IL 61704

Contact: TODD HOVENDEN

Phone: [REDACTED]

Fax: [REDACTED]

Email: [REDACTED]

Owner/Corporate Name: BIAGGI'S RISTORANTE ITALIANO, LLC
(If different from above)

Address: 1705 CLEARWATER AVE

BLOOMINGTON, IL 61704

Contact: TODD HOVENDEN

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

☐ Partnership

☐ Corporation

☒ LLC

☐ Other _____

► 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

07/31/2019

Date

TODD HOVENDE, CEO/PRESIDENT

Print Name and Title



Package Liquor Tax Registration Form

Illinois Business Tax (IBT) #: [REDACTED]

Date Business started at this location (Month\Day\Year): 11/01/2020

Describe your type of Business: FULL SERVICE ITALIAN RESTAURANT

DBA Business Name: BIAGGI'S RISTORANTE ITALIANO

Address: 3010 E EMPIRE ST

BLOOMINGTON, IL 61704

Contact: TODD HOVENDEN

Phone: [REDACTED]

Fax: [REDACTED]

Email: [REDACTED]

Owner/Corporate Name: BIAGGI'S RISTORANTE ITALIANO, LLC
(If different from above)

Address: 1705 CLEARWATER AVE

BLOOMINGTON, IL 61704

Contact: TODD HOVENDEN

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

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► 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

TODD HOVEDEN, CEO/PRESIDENT

Print Name and Title

07/31/19

Date

LEASE AGREEMENT

By and Between

BLUE STORM II, LLC as Landlord

and

BIAGGI'S RISTORANTE ITALIANO, LLC as Tenant

LEASE AGREEMENT

This Lease Agreement ("**Lease**") is made and entered into MM 25, 2019, which is the last date of execution of this Lease by Landlord or Tenant (as applicable) as set forth on the signature page hereof (the "**Effective Date**").

The following is incorporated into and forms a part of the Lease:

BASIC PROVISIONS

LANDLORD NAME: Blue Storm II, LLC,
An Illinois limited liability company

TENANT NAME: BIAGGI'S RISTORANTE ITALIANO, LLC,
An Illinois limited liability company

TRADE NAME: BIAGGI'S RISTORANTE ITALIANO

IN WITNESS WHEREOF, the undersigned parties have executed this Lease as of the Effective Date.

TENANT:

BIAGGI'S RISTORANTE ITALIANO, LLC, an Illinois limited liability company

By: 

Name: Todd Hovenden Title: CEO

LANDLORD:

Blue Storm II, LLC, an Illinois limited liability company

By: 

Name: Todd Hovenden Title: CEO

CITY OF BLOOMINGTON
PUBLIC HEARING NOTICE

On Tuesday, September 10, 2019 at 4:00 p.m., in the City Hall Council Chambers, located at 109 E. Olive St., the Bloomington Liquor Commission will conduct a Public Hearing on the Application of Biaggi's Ristorante Italiano, LLC d/b/a Biaggi's Ristorante Italiano, located at 3010 E. Empire Street, for a Class 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.

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: August 31, 2019, Pantagraph Newspaper

up, clean it up and run the new establishment until another opportunity comes along. Mr. Hubbard also mentioned that he has held a liquor license in Bloomington for 43 years.

Commissioner Jordan asked if it will be replicated from Cheeks. Mr. Hubbard confirmed it would be a replicated version of Cheeks but smaller.

Commissioner Jordan confirmed package sales was applied for. Mr. Hubbard responded affirmatively.

Mr. Hubbard continued, stating there are currently five video gaming terminals in the establishment and he wants to keep the terminals and intends on applying for a video gaming license.

Mr. Boyle stated there is not a provision in the City Video Gaming Ordinances that allows the transfer of a license from one corporation to another. However, if the State of Illinois approves the transfer the Coppertop Video Gaming License from their corporation to another, the City will review the application. Mr. Hubbard stated he believes he deserves the right to have one of the video gaming licenses that are available.

Commissioner Jordan confirmed the Liquor Commission is not able to guarantee a license at this time.

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 4:27 p.m.

Commissioner Jordan made a motion, seconded by Commissioner Powell, to positively recommend the application to the City Council as presented.

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. Public Hearing 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.

Commissioner Renner opened the Public Hearing at 4:28 p.m.

Todd Hovenden, Representative of Biaggi's Ristorante Italiano, after being sworn in, addressed the Commission. He informed the Commission that they intend on moving from their current location, where they have a lease until February 28, 2019, to a new location near Ancho & Agave with the goal of opening by Valentine's Day.

Commissioner Renner asked if it would be identical at the new location.

Mr. Hovenden responded affirmatively, including a private event space, with the addition of a designated To-Go area as well as the addition of patio seating and a larger

bar/lounge area. He mentioned that Biaggi's has been in Bloomington for 21 years. Commissioner Renner responded that Bloomington proudly has the very first Biaggi's.

Commissioner Jordan confirmed that all staff and BASSET qualifications would transfer to the new location. Mr. Hovenden responded affirmatively adding the corporation only intends to be dark for only three days while they wash small wares and prepare the new location for opening.

Commissioner Renner asked if there were any citizens who would like to speak against this business. None came forward.

Commissioner Renner closed the Public Hearing at 4:30 p.m.

Commissioner Powell made a motion, seconded by Commissioner Jordan, to positively recommend the application to the City Council as presented.

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 8. Public Hearing 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, as requested by the City Clerk Department.

Commissioner Powell recused herself at 4:30 p.m. as she is a member of the Bloomington Normal Sunrise Rotary.

Commissioner Renner opened the Public Hearing at 4:30 p.m.

Kristen Kubsch, Representative of the Bloomington Normal Sunrise Rotary, after being sworn in, addressed the Commission. She stated this event is an annual fundraiser that will be held on Sunday, October 20, 2019, at GE Park that will include a run and drinks at the clubhouse.

Commissioner Jordan asked where alcohol will be served and if there will be wristbands. Ms. Kubsch responded stating there will be a 5K run outside in Tipton Park and the alcohol served in clubhouse with wristbands issued to persons over the age of 21.

George Boyle, Asst. Corporation Counsel, informed the Commission that approving this item would also require a suspension of the ordinance by the Council for alcohol in a public park.

Commissioner Renner asked if there were any citizens who would like to speak against this business. None came forward.

Commissioner Renner closed the Public Hearing at 4:32 p.m.

Commissioner Jordan made a motion, seconded by Commissioner Renner, to positively recommend the application and suspension of the ordinance to allow alcohol in a City park to the City Council as presented.



CONSENT AGENDA ITEM NO. 7.L

FOR COUNCIL: October 14, 2019

SPONSORING DEPARTMENT: City Clerk

WARD IMPACTED: Ward 5

SUBJECT: 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.

RECOMMENDED MOTION: The proposed License and Ordinance be approved.

STRATEGIC PLAN LINK:

-Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The Bloomington Liquor Commission met on September 10, 2019, to consider the Application of Bloomington Normal Sunrise Rotary for a Class LB (Limited Beer and Wine Only), which would allow the sale of beer and wine only by the glass for consumption on the premises. The Bloomington Normal Sunrise Rotary is requesting a Class LB license for their annual Oktoberfest fundraising event. This event will include a 5K run, live music and a cookout. It will take place at 1750 General Electric Road with beer and wine served from 12:00 p.m. (noon) until 5:00 p.m.

According to the City Code, this license type may only be held by civic, charitable, fraternal, educational, patriotic, festival and/or religious organizations on premises in nonresidential locations. No organization shall be issued more than three "LB" licenses in any 12-month period. If the license is approved, this will be Bloomington Normal Sunrise Rotary's second event in 2019. The first being the Brats and Bags Event on August 2, 2019.

Since the event will be held in a park, the portion of the City Code prohibiting alcohol in City parks must be suspended as it pertains to Union Park during the event.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, on August 31, 2019, public notice was published in the Pantagraph. 35 courtesy copies of the Public Notice were mailed to the adjacent neighboring properties for Bloomington Normal

Sunrise Rotary at 1750 General Electric Road. The item appeared on the Liquor Commission Agenda on September 10, 2019 and was posted to the City website on Friday, September 6, 2019.

FINANCIAL IMPACT: The current annual license fee for a Class L Limited liquor license is \$100, 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.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

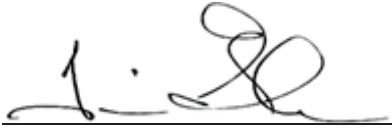
Prepared by: Amanda Mohan, Records and Licensing Specialist

Reviewed by:

	
Leslie Yocum, City Clerk	Chris Tomerlin, Budget Manager
10/9/2019	10/9/2019

	
George Boyle, Assistant Corporation Counsel	Leslie Yocum, City Clerk
10/9/2019	10/9/2019

Recommended by:


Tim Gleason, City Manager

Attachments:

- 4B Blm Nm Sunrise Rotary Creation (Class L) 10-20-19_Redacted
- 4C Publication Blm-Nm Sunrise Rotary Oktoberfest Creation (LB)
- 4D Liq Com Minutes 09-10-19_DRAFT-BLM NM Sunrise Rotary Oktoberfest 10-20-19
- 4E Blm Nm Sunrise Rotary Oktoberfest Event 10-20-19_Ordinance



CITY OF
Bloomington
ILLINOIS

APPLICATION FOR CLASS "L" LIMITED LIQUOR LICENSE

Check Appropriate Category:

☒ LB (Beer & Wine Only) ☐ LA (All Types)

APPLICANT INFORMATION

Name of Civic, Service, Charitable, Fraternal or Social Organization, Group or Entity seeking license: Bloomington Normal Sunrise Rotary

Physical Address of Organization: PO Box 5905, Bloomington, IL 61702

Names and addresses of 3 to 5 responsible current members, officers or directors of the organization, group or entity:

Name: Kristen Kubisch Phone Number: [REDACTED]
Address: [REDACTED] City/State: [REDACTED] Zip Code: [REDACTED]

Name: Tracy Patkunas Phone Number: [REDACTED]
Address: [REDACTED] City/State: [REDACTED] Zip Code: [REDACTED]

Name: Tom Herr Phone Number: [REDACTED]
Address: [REDACTED] City/State: [REDACTED] Zip Code: [REDACTED]

Name: Lynn Cannon Phone Number: [REDACTED]
Address: [REDACTED] City/State: [REDACTED] Zip Code: [REDACTED]

Name: _____ Phone Number: _____
Address: _____ City/State: _____ Zip Code: _____

EVENT INFORMATION

The location where the limited alcoholic liquor license will be utilized:

Name of Establishment: Union Park (GE Park)
Address: 1750 General Electric Road City/State: Bloomington IL Zip Code: 61704

Date(s) on which the Limited alcoholic liquor license will be utilized:

10/20/19 _____



Hours during which alcohol will be sold: 12:00pm - 5:00pm

Is the premises within 100 feet of any church, school, hospital, home for the aged or indigent persons, or for War Veterans, their wives or children? Y ☒ N

Description of the activity or event in connection with which the limited alcoholic liquor license will be utilized, specifying the nature of the proposed entertainment, if any: 5K run

Fundraiser, Brats, chips, & fruit, and music
following run

Estimate of number of persons expected to attend: 350

Description of the proposed procedures for handling the following:

A. Crowd control: see attached #2

B. Identification check: see attached #3

Has the civic, service, charitable, fraternal or social organization, group or entity applying for this license been in existence continuously for at least one year (Please Circle)? ☒ Y / N

a. If so, please list Date Established: June 14, 1990

Is the civic, service, charitable, fraternal or social organization, group or entity applying for this license incorporated under the laws of the State of Illinois (Please Circle)? Y / ☒ N

a. If so, please list Date Incorporated: _____

Has the civic, service, charitable, fraternal or social organization, group or entity seeking a Limited Alcoholic Liquor License received such a licensee within the past year (Please Circle)? ☒ Y / N

a. If so, please list how many: 2 (2018 Oktoberfest Run and
2019 Brats & Bags events)

Name and contact number(s) for the person(s) attending the Liquor Commission:

Name: Kristen Kubson Phone Number: [REDACTED]

Name: _____ Phone Number: _____

Name: _____ Phone Number: _____

Submit completed application to the City Clerk's Office **not less than 60 days prior** to the date on which license, if granted, will be utilized.



The following shall be provided **at the time of application submission**:

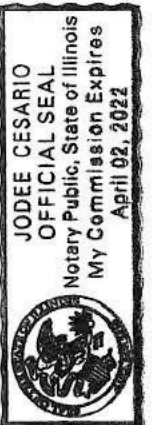
- A. Proof of Dram Shop Insurance Policy showing coverage for the event with the following in the description field: date(s), location, and time(s). *The City of Bloomington must be listed as the Certificate Holder.*
- B. Surety bond in the amount of \$2,000 in favor of the City of Bloomington guaranteeing applicants' faithful observance of all of the provisions of the City of Bloomington Liquor Code, State and Federal laws regulating the sale and service of alcohol. *(Must provide an end date)*
- C. BASSET Certificates *(Who Should be Certified: Bartenders, Bar Backs, Servers, Managers, other staff that checks IDs. Actual copy of the certificate is required; screenshots or pictures will not be accepted.)*
- D. Certificate of Good Standing with the State of Illinois *(The information can be found at www.sos.state.il.us or call (217) 782-6961/6875 to order a certificate.) (Applies to Corporations and Limited Liability companies only.)*

The undersigned, being first duly sworn, affirms that all matters and things set out on this application are true and correct, and that all items enumerated on this application will be complied with.

MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC

Kristen J. Kubson
Printed Name of Applicant

[Redacted Signature]
Signature of Applicant



Subscribed and sworn to before me this 22nd day of July, 20189

My Commission Expires: April 2, 2022

Jodee Cesario
Notary Public

OFFICE USE ONLY

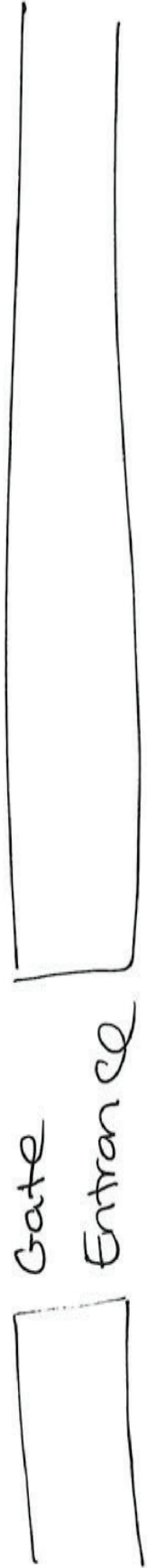
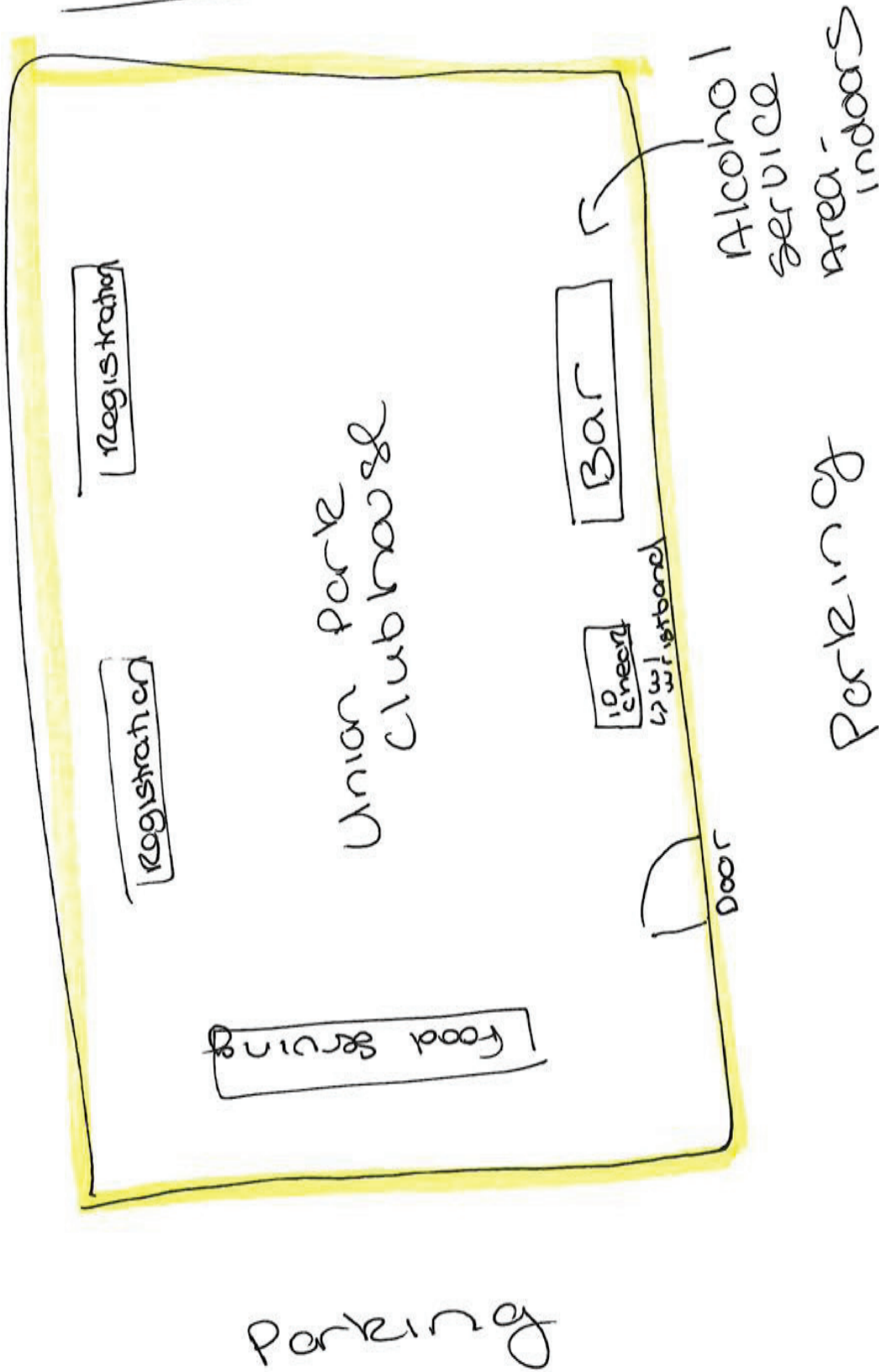
7/22/19 Date Received/Paid (\$100/Day; \$50/Additional) Will pay on approval
Receipt # — Check # (if applicable) — Staff Initials —
2 DRAM Certificate 2 \$2,000 Surety Bond
— Emergency Call-In Sheet — Certificate of Good Standing

Possible Public Hearing Date: — Possible Council Date: —

2019 Oktoberfest – BN Sunrise Rotary

1. **Sale of Alcoholic Liquor:** See attached sketch. Those 21 years and over who are paid registrants for the event will have access to beer after the 5K run. The cost of the beer is included in the 5K run registration, or for non-runners, the \$10 food and beverage charge. All servers and ID checkers will be BASSET trained.
2. **Crowd Control:** The event is to be held at the Union Park (formerly GE Park) Clubhouse. The alcohol will be served inside and is not allowed outside the Clubhouse building. Attendance is limited to 5K participants, club members, and family and friends. It is not a large event.
3. **Identification Check:** We will have BASSET trained club member volunteers checking ID's and issuing wristbands only to those 21 and over. No alcohol will be served without ID check and wristband.
4. **Traffic Check:** Our event does not restrict traffic on any roads. Servers will be basset trained to ensure no participants are over-served.

2019 Oktoberfest 5K Run



GE Road



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/22/2019

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
Arthur J. Gallagher Risk Management Services, Inc.
2850 Golf Road
Rolling Meadows IL 60008

CONTACT NAME: Ali Sulita	
PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL:	
ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
INSURER A: Lexington Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
All Active US Rotary Clubs & Districts
Bloomington Normal Sunrise Rotary
ATTN: Risk Management Dept.
1560 Sherman Ave.
Evanston, IL 60201-3698

COVERAGES

CERTIFICATE NUMBER: 899307648

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		Y		7/1/2019	7/1/2020	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COM/OP AGG \$4,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY				7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ AGGREGATE \$ \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The Certificate holder is included as additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER

The City of Bloomington, Illinois
Bloomington Normal Sunrise Rotary, District 6490
Oktoberfest Run Union Park (GE Park)
1750 General Electric Road
Bloomington, IL 61704
Event Date: October 20, 2019 from 10:00am - 5:00pm

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

© 1988-2015 ACORD CORPORATION. All rights reserved.



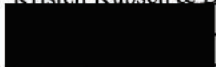
Contractors Bonding and Insurance Company
P.O. Box 3967 Peoria IL 61612-3967
Phone: (309)692-1000 Fax: (309)683-1610

LICENSE AND PERMIT BOND

Bond No. [REDACTED]

KNOW ALL MEN BY THESE PRESENTS:

That we, Kristen Kubsch & Bloomington Normal Sunrise Rotary



as Principal, and the Contractors Bonding and Insurance Company, a corporation duly licensed to do business in the state of Illinois, as Surety, are held and firmly bound unto the City of Bloomington, State of Illinois, Oblige, in the penal sum of Two Thousand and 00/100 (\$ 2,000.00) DOLLARS, lawful money of the United States, to be paid to the said Oblige, for which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said Principal has been licensed as a(n) Sale of Liquor by the Oblige.

NOW, THEREFORE, if the said Principal shall faithfully perform the duties and in all things comply with the laws and ordinances, including all Amendments thereto, pertaining to the license or permit applied for, then this obligation to be void, otherwise to remain in full force and effect for a period commencing on the 14th day of October, 2019, and ending on the 14th day of October, 2020.

This bond may be terminated at any time by the Surety upon sending written notice to the clerk of the Political Subdivision with whom this bond is filed and to the Principal, addressed to them at their first known address, and at the expiration of thirty (30) days from the mailing of said notice, or as soon thereafter as permitted by applicable law, whichever is later, this bond shall terminate and the Surety shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to said date.

Dated this 22nd day of July, 2019.

Principal
(Individual, Partner or Corporate Officer)



Contractors Bonding and Insurance Company

By [REDACTED]
Barton W. Davis

Vice President

POWER OF ATTORNEY

Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Bond No. [REDACTED]

Know All Men by These Presents:

That the Contractors Bonding and Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Barton W. Davis in the City of Peoria, State of Illinois, as it's true and lawful Agent and Vice President, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, and undertakings in an amount not to exceed One Million and 00/100 Dollars (\$ 1,000,000.00) for any single obligation, and specifically for the following described bond.

Principal: Kristen Kubsch & Bloomington Normal Sunrise Rotary
Obligee: City of Bloomington (Valid only when a County, City, Town or Village is named as Obligee)
Type Bond: Sale of Liquor
Bond Amount: \$ 2,000.00
Effective Date: October 14, 2019

The Contractors Bonding and Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of Contractors Bonding and Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the Contractors Bonding and Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 22nd day of July, 2019.



Contractors Bonding and Insurance Company

By: [REDACTED] Vice President
Barton W. Davis

State of Illinois

County of Peoria

} SS

CERTIFICATE

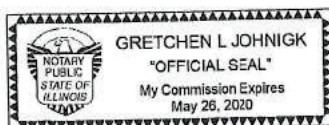
On this 22nd day of July, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the Contractors Bonding and Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of Contractors Bonding and Insurance Company do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the Contractors Bonding and Insurance Company this 22nd day of July, 2019.

Contractors Bonding and Insurance Company

By: [REDACTED] Corporate Secretary
Jean M. Stephenson

By: Gretchen L. Johnigk Notary Public



A0083817



P.O. Box 3967
Peoria, IL 61612-3967
Phone: (309)692-1000 Fax: (309)683-1610

Illinois Disclosure Notice

Bond No. _____

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

Contractors Bonding and Insurance Company

9025 N. Lindbergh Drive
Peoria, IL 61615
TOLL-FREE (800)645-2402
(309)692-1000

In the unlikely event you are unable to resolve any complaints with the company, you may contact the

Illinois Department of Insurance
Consumer Division
320 W. Washington Street
Springfield, IL 62767
(866)445-5364 Toll-Free

This Notice is for information only and does not become a part of or a condition of your policy.

BASSET Card



June 21, 2017

Letter ID: [REDACTED]

License No.: [REDACTED]

Expiration Date: 6/19/2020

License Type: Basset Card

KRISTEN J. KUBSCH
[REDACTED]

Your "Student ID number" is: [REDACTED]

Your "Trainer's ID number" is: [REDACTED]

Your BASSET Card is located BELOW

DO NOT throw away this letter as you will need your "Student ID number" directly above to re-print your card.

IMPORTANT:

To re-print your card, visit the Illinois Liquor Control Commission website at LCC.illinois.gov
(click on the RESOURCES tab to access the "BASSET Card Lookup" page).

ILLINOIS LIQUOR CONTROL COMMISSION 100 W. Randolph Street, Suite 7-801 - Chicago, IL 60601 BEVERAGE ALCOHOL SELLERS AND SERVERS EDUCATION AND TRAINING [BASSET] CARD Date of Certification: 6/19/2017 Expires: 6/19/2020 Trainer's IL Liquor License Number: [REDACTED] KRISTEN JOANNE KUBSCH [REDACTED] **Card is not transferrable**

BASSET Card



August 8, 2017

Letter ID: [REDACTED]

License No.: [REDACTED]

Expiration Date: 8/3/2020

License Type: Basset Card

PAUL LEAHEY
[REDACTED]

Your "Student ID number" is: [REDACTED]

Your "Trainer's ID number" is: [REDACTED]

Your BASSET Card is located BELOW

DO NOT throw away this letter as you will need your "Student ID number" directly above to re-print your card.

IMPORTANT:

To re-print your card, visit the Illinois Liquor Control Commission website at LCC.illinois.gov
(click on the RESOURCES tab to access the "BASSET Card Lookup" page).

ILLINOIS LIQUOR CONTROL COMMISSION	
100 W. Randolph Street, Suite 7-801 - Chicago, IL 60601	
BEVERAGE ALCOHOL SELLERS AND SERVERS	
EDUCATION AND TRAINING [BASSET] CARD	
Date of Certification: 8/3/2017 Expires: 8/3/2020	
Trainer's IL Liquor License Number: [REDACTED]	
PAUL LEAHEY	
[REDACTED]	
Card is not transferrable	

ILLINOIS LIQUOR CONTROL COMMISSION
100 W. Randolph Street, Suite 7-801 - Chicago, IL 60601
AVERAGE ALCOHOL SELLERS AND SERVERS
EDUCATION AND TRAINING [BASSET] CARD

Date of Certification: 10/25/2017 Expires: 10/25/2020

Trainer's IL Liquor License Number: [REDACTED]

ANDSEY POWELL

Card is not transferrable

BASSET Card



June 21, 2017

Letter ID: [REDACTED]

License No.: [REDACTED]

Expiration Date: 6/19/2020

License Type: Basset Card

GLENN HARBIN
[REDACTED]

Your "Student ID number" is: [REDACTED]

Your "Trainer's ID number" is: [REDACTED]

Your BASSET Card is located BELOW

DO NOT throw away this letter as you will need your "Student ID number" directly above to re-print your card.

IMPORTANT:

To re-print your card, visit the Illinois Liquor Control Commission website at ILCC.illinois.gov
(click on the RESOURCES tab to access the "BASSET Card Lookup" page).

ILLINOIS LIQUOR CONTROL COMMISSION 100 W. Randolph Street, Suite 7-801 - Chicago, IL 60601 BEVERAGE ALCOHOL SELLERS AND SERVERS EDUCATION AND TRAINING [BASSET] CARD Date of Certification: 6/19/2017 Expires: 6/19/2020 Trainer's IL Liquor License Number: [REDACTED] GLENN HARBIN [REDACTED] **Card is not transferrable**
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CITY OF BLOOMINGTON
PUBLIC HEARING NOTICE

On Tuesday, September 10, 2019 at 4:00 p.m., in the City Hall Council Chambers, located at 109 E. Olive St., the Bloomington Liquor Commission will conduct a Public Hearing on the Application of the 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.

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: August 31, 2019, Pantagraph Newspaper

bar/lounge area. He mentioned that Biaggi's has been in Bloomington for 21 years. Commissioner Renner responded that Bloomington proudly has the very first Biaggi's.

Commissioner Jordan confirmed that all staff and BASSET qualifications would transfer to the new location. Mr. Hovenden responded affirmatively adding the corporation only intends to be dark for only three days while they wash small wares and prepare the new location for opening.

Commissioner Renner asked if there were any citizens who would like to speak against this business. None came forward.

Commissioner Renner closed the Public Hearing at 4:30 p.m.

Commissioner Powell made a motion, seconded by Commissioner Jordan, to positively recommend the application to the City Council as presented.

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 8. Public Hearing 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, as requested by the City Clerk Department.

Commissioner Powell recused herself at 4:30 p.m. as she is a member of the Bloomington Normal Sunrise Rotary.

Commissioner Renner opened the Public Hearing at 4:30 p.m.

Kristen Kubsch, Representative of the Bloomington Normal Sunrise Rotary, after being sworn in, addressed the Commission. She stated this event is an annual fundraiser that will be held on Sunday, October 20, 2019, at GE Park that will include a run and drinks at the clubhouse.

Commissioner Jordan asked where alcohol will be served and if there will be wristbands. Ms. Kubsch responded stating there will be a 5K run outside in Tipton Park and the alcohol served in clubhouse with wristbands issued to persons over the age of 21.

George Boyle, Asst. Corporation Counsel, informed the Commission that approving this item would also require a suspension of the ordinance by the Council for alcohol in a public park.

Commissioner Renner asked if there were any citizens who would like to speak against this business. None came forward.

Commissioner Renner closed the Public Hearing at 4:32 p.m.

Commissioner Jordan made a motion, seconded by Commissioner Renner, to positively recommend the application and suspension of the ordinance to allow alcohol in a City park to the City Council as presented.

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

Ayes: Commissioners Renner and Jordan.

Nays: None.

Recused: Commissioner Powell.

Motion carried.

Commissioner Powell returned to the meeting at 4:32 p.m.

The following was presented:

Item 9. Consideration of the Request from Norma Ortiz, owner of d/b/a Tony's Tacos Downtown, for Suspension of Portions of Chapter 6 of the Bloomington City Code Prohibiting Possession of Open Alcohol in Public for the Tony's Tacos Downtown Luke Combs Pre-Party on Friday, September 27, 2019, from 4:00 p.m. until 9:00 p.m. on Front Street from Center Street to Main Street, as requested by the City Clerk Department.

Commissioner Renner opened the Public Hearing at 4:32 p.m.

Herald DePaz, Owner of Tony's Tacos Downtown, then addressed the Commission. He explained the event would have closed off street between Front & Center for party before the concert at the Coliseum. There will be food available inside the restaurant and outside. There will be alcohol available outside with either a local brewery or Lake Shore Beverage. Wristbands will be given for attendees over the age of 21.

Commissioner Jordan expressed concerns about the security of perimeter and age of persons allowed entry. Mr. DePaz responded stating there will be barricades at the perimeter with security at each side monitoring to ensure no alcohol leaves the event. Attendees of all ages are welcome but, will be allowed but any attendees over the age of 21 will have wristbands.

George Boyle, Asst. Corporation Counsel, stated this would not be an issue as there is typically a centralized location where BASSET trained persons would check IDs and give wristbands. This is not unusual for street festivals.

Mr. DePaz stated they will only be serving margaritas, beer and wine but that there will not be a full bar available.

Commissioner Powell asked for confirmed on the event hours. Mr. DePaz stated he asked for 4:00 p.m. to 9:00 p.m. however, he only expects to operate from 5:00 p.m. to 7:00 p.m. as the concert begins at 7:30 p.m. will pull most of the attendees.

Commissioner Jordan inquired about post-event clean up. Mr. DePaz stated he and his staff will be completing the cleanup.

Commissioner Renner asked if there were any citizens who would like to speak for or against this application. None came forward.

Commissioner Powell made a motion, seconded by Commissioner Jordan, to positively recommend the approval of the application and suspension the ordinance.

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

Ayes: Commissioners Renner, Powell, and Jordan.

ORDINANCE NO. 2019 -

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 BEER AND WINE FOR THE BLOOMINGTON NORMAL SUNRISE ROTARY 2019 OKTOBERFEST FUNDRAISING EVENT

WHEREAS, Bloomington Normal Sunrise Rotary desire to allow moderate consumption of beer and wine alcohol on October 20, 2019, for their Oktoberfest Fundraising Event, to be held at Union Park, located at 1750 General Electric Road from 12:00 p.m. to 5:00 p.m.; and

WHEREAS, Bloomington Normal Sunrise Rotary requested permission from the City to serve beer and wine during this event; and

WHEREAS, in order to legally possess alcohol in a City Park, Sections 701(a), (b) and (c) of Chapter 31 of the Bloomington City Code, which prohibit the drinking, selling and possessing of alcoholic beverages within the City parks and Section 26(d) of Chapter 6 of the Bloomington City Code, which prohibits possession of open alcohol on public property must be suspended as hey pertain to Union Park during the event:

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended as those ordinances pertain to Union Park, located at 1750 General Electric Road, on October 20, 2019, from 12:00 p.m. to 5:00 p.m.

Section 2: Except for the date, location and times set forth in Section 1 of this Ordinance, Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, shall remain in full force and effect. Nothing in this Ordinance shall be interpreted as repealing said Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code.

Section 3: This Ordinance shall be effective on the date of its passage and approval.

Section 4: This Ordinance is adopted pursuant to the home rule authority granted the City of Bloomington by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 14th day of October 2019.

APPROVED this 15th day of October 2019.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, City Clerk

REGULAR AGENDA



REGULAR AGENDA ITEM NO. 9.B

FOR COUNCIL: October 14, 2019

SPONSORING DEPARTMENT: Police

WARD IMPACTED: City-Wide Impact

SUBJECT: Presentation of the Illinois Law Enforcement Accreditation Program (ILEAP) to the Police Department, as requested by the Police Department.

RECOMMENDED MOTION: Presentation and discussion only.

STRATEGIC PLAN LINK:

-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The Bloomington Police Department was awarded Tier 1 accreditation on July 31, 2019. The Bloomington Police Department began seeking accreditation through the Illinois Law Enforcement Accreditation Program (ILEAP) in January of 2019. The Police Department was evaluated on 67 standards, including a self-evaluation and sending proof of practice and policies to the ILEAP assessors. In May of 2019, ILEAP assessors visited the Bloomington Police Department and completed an on-site assessment.

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: Gregory Scott, Assistant Police Chief

Reviewed by:



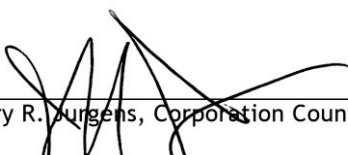
Gregory A. Scott, Assistant Police Chief

9/23/2019



Chris Tomerlin, Budget Manager

9/24/2019



Jeffery R. Jurgens, Corporation Counsel

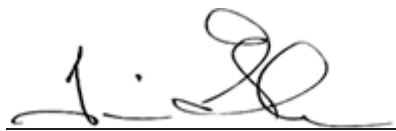
9/26/2019



Tara Henry, Legislative Assistant

9/26/2019

Recommended by:



Tim Gleason, City Manager