

CITY OF
BLOOMINGTON
CITY COUNCIL -
REGULAR SESSION
MEETING
AUGUST 14, 2023



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 - Mboka Mwilambwe

City Council Members

Ward 1 - Jenna Kearns
Ward 2 - Donna Boelen
Ward 3 - Sheila Montney
Ward 4 - John Danenberger
Ward 5 - Nick Becker
Ward 6 - Cody Hendricks
Ward 7 - Mollie Ward
Ward 8 - Kent Lee
Ward 9 - Tom Crumpler

City Manager - Tim Gleason

Deputy City Manager - Billy Tyus

Deputy City Manager - Jeff Jurgens

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



CITY COUNCIL - REGULAR SESSION MEETING AGENDA
BLOOMINGTON CENTER FOR PERFORMING ARTS (BCPA) AUDITORIUM
600 N EAST STREET, BLOOMINGTON, IL 61701
MONDAY, AUGUST 14, 2023, 6:00 PM

1. Call to Order
2. Pledge of Allegiance to the Flag
3. Remain Standing for a Moment of Silent Prayer and/or Reflection
4. Roll Call
5. Recognition/Appointments
6. Public Comment

Individuals wishing to provide emailed public comment must email comments to publiccomment@cityblm.org at least 15 minutes before the start of the meeting. Individuals wishing to speak in-person or remotely may register at www.cityblm.org/register at least 5 minutes before the start of the meeting for in-person public comment and at least 15 minutes before the start of the meeting for remote public comment.

7. Consent Agenda

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

- A. Consideration and Action to Approve the Minutes of the July 10, 2023, 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 and Payroll in the Amount of \$12,982,036.58, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*
- C. Consideration and Action to Approve Appointments to Boards & Commissions, as requested by the Administration Department. *(Recommended Motion: The proposed Appointments be approved.)*
- D. Consideration and Action to Approve the Purchase of a BearCat Rescue Vehicle for the Police Department from Lenco Industries, Inc., in the Amount of \$249,229, as requested by the Police Department. *(Recommended Motion: The proposed Purchase be approved.)*
- E. Consideration and Action to Approve the Purchase of Turf Tank Pro GPS Paint Robot, GPS Package, and Customer Care Plan from Turf Tank, in the Amount of \$59,075, as requested by the Parks & Recreation Department. *(Recommended*

Motion: The proposed Purchase be approved.)

- F. Consideration to Approve an Administrative Services Agreement Extension with MissionSquare Retirement (formerly ICMA-RC), as requested by the Human Resources Department. (Recommended Motion: The proposed Administrative Services Agreement Extension be approved.)
- G. Consideration and Action on a Services Agreement with Medical Priority Consultants, Inc., d/b/a Priority Dispatch Corporation, in the Amount of \$123,465, as requested by the Police Department and the Fire Department. (Recommended Motion: The proposed Services Agreement be approved.)
- H. Consideration and Action to Approve a Resolution Authorizing Waiving the Formal Bidding Requirements and Approving an Agreement with McLean County Asphalt Company, Inc., for Chip Seal Pavement Resurfacing, in the Amount of \$141,466.73, as requested by the Public Works Department. (Recommended Motion: The proposed Resolution be approved.)
- I. Consideration and Action on an Application from TA Operating, LLC, d/b/a Travel Centers of America #092, located at 505 Truckers Lane, Requesting Approval of a 100% Ownership Change Due to a Change in the Licensed Parent Company of a Class GBPS (Convenience Store, Beer & Wine Only, Package, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed Change in Licensed Parent Company be approved.)
- J. Consideration and Action on an Application from The Vault on Washington, LLC, to be located at 110 W. Washington St., Requesting the Creation of a Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed License be approved.)
- K. Consideration and Action on an Application from Vera & Buck Floral Studio, LLC, d/b/a Vera & Buck, located at 115 E. Monroe St., Requesting the Creation of a Class TBP (Tavern, Beer & Wine Only, and Package Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed License be approved.)
- L. Consideration and Action on an Application from Revery Bloomington, LLC, d/b/a Revery, to be located at 704 McGregor St., Requesting the Creation of a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed License be approved.)

8. Regular Agenda

9. City Manager's Discussion

10. Mayor's Discussion

11. Council Member's Discussion

12. Executive Session

- A. Claim Settlement - Section 2(c)(12) of 5 ILCS 120 (15 min.)

13. Adjournment

Individuals with disabilities planning to attend the meeting who require reasonable accommodations to observe and/or participate, or who have questions about the accessibility of the meeting, should contact the City's ADA Coordinator at 309-434-2468 mhurt@cityblm.org.



CONSENT AGENDA ITEM NO. 7.A.

FOR COUNCIL: August 14, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Minutes of the July 10, 2023, 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 Minutes 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 Minutes are available for public inspection and posted to the City's website within ten (10) days after Council approval.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: N/A

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

ATTACHMENTS:

[CLK 1B Draft Minutes](#)



MINUTES
CITY COUNCIL - REGULAR SESSION
MONDAY, JULY 10, 2023, 6:00 P.M.

The City Council convened in regular session in the Government Center Boardroom at 6:00 p.m. Mayor Pro Tem Donna Boelen called the meeting to order and led the Pledge of Allegiance ending with a moment of silent prayer/reflection.

Roll Call

Attendee Name	Title	Status
Mboka Mwilambwe	Mayor	Absent
Jenna Kearns	Council Member, Ward 1	Present
Donna Boelen	Mayor Pro Tem	Present
Sheila Montney	Council Member, Ward 3	Present
John Danenberger	Council Member, Ward 4	Absent
Nick Becker	Council Member, Ward 5	Present
Cody Hendricks	Council Member, Ward 6	Absent
Mollie Ward	Council Member, Ward 7	Present
Kent Lee	Council Member, Ward 8	Present
Tom Crumpler	Council Member, Ward 9	Present

Recognition/Appointments

No Recognitions or Appointments were made.

Public Hearing

The following item was presented:

Item 6.A. Public Hearing for the Program Year 2022 Community Development Block Grant (CDBG) Consolidated Annual Performance Evaluation Report (CAPER), as requested by the Economic & Community Development Department.

Deputy City Manager Billy Tyus introduced the Item and explained it was the 48th year the City had administered the Community Development Block Grant ("CDBG"). He explained the annual public hearing requirement.

Mayor Pro Tem Boelen opened the Public Hearing at 6:02 p.m.

Melissa Hon, Economic & Community Development Director, explained the CDBG Program, and how it provided annual grants benefiting low-to-moderate income persons, preventing or eliminating slum and blight conditions, and further meeting urgent community needs. She provided background on the Consolidated Annual Performance Evaluation Report ("CAPER") and reported on the accomplishments and expenditures by activity category for Program Year 2022. She explained the challenges the program faced with contractor shortages, increased material costs, and significant delays in receiving annual CDBG allocations from the Illinois Department of Housing and Urban Development ("HUD"). Director Hon outlined the Program's timeline for receiving public comment, as well as locations the CAPER was available to the public.

No one registered to testify at the Public Hearing.

Council Member Ward and Director Hon discussed the demolition of 701 W. Washington St., as well as the CDBG application process and how funds were awarded for ramps and renovations to single-family residences. Director Hon elaborated on public service projects.

Mayor Pro Tem Boelen closed the Public Hearing at 6:12 p.m.

Public Comment

Mayor Pro Tem Boelen read a public comment procedure statement. No emailed public comment was received. Scott Stimeling provided public comment.

Consent Agenda

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

Council Member Ward made a motion, seconded by Council Member Crumpler, to approve the Consent Agenda as presented.

Item 8.A. Consideration and Action to Approve the Minutes of the June 12, 2023, Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 8.B. Consideration and Action to Approve Bills and Payroll in the Amount of \$8,379,048.56, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 8.C. Consideration and Action to Approve a Reappointment to Boards & Commissions, as requested by the Administration Department. (Recommended Motion: The proposed Reappointment be approved.)

Item 8.D. Consideration and Action to Approve the Purchase of a 2024 Chevrolet Silverado 2500HD (Unit 849) from National Auto Fleet Group, in the Amount of \$50,268.89, as requested by the Public Works Department, and the Parks & Recreation Department. (Recommended Motion: The proposed Purchase be approved.)

Item 8.E. Consideration and Action to Approve a Three-Year Intergovernmental Agreement with the Ecology Action Center (EAC) for the Stormwater Education Program, in the Amount of \$22,226, from February 2023 to January 2024, with Future Periods in the Amount of \$22,226, Plus a Maximum 3% Increase from the Previous Year, from February 2024 to January 2025 and from February 2025 to January 2026, as requested by the Public Works Department. (Recommended Motion: The proposed Intergovernmental Agreement be approved.)

Item 8.F. Consideration and Action to Approve 1) a Motor Fuel Tax (MFT) Resolution for Improvement Under the Illinois Highway Code, and 2) a Local Public Agency General Maintenance Estimate of Maintenance Costs to Allocate State MFT funds for Street lighting Electrical Energy and Rental Charges through the Fiscal Year 2024 MFT General Maintenance Program, for the Period of May 1, 2023 to April 30, 2024, in the Amount of \$500,000, as requested by the Public Works Department. (Recommended Motion: The proposed Resolution and Estimate be approved.)

Item 8.G. Consideration and Action on a Resolution Authorizing a Change Order and the First Amendment to the Fort Jesse Tank Rehabilitation Agreement Between the City of

Bloomington and Fisher Tank Company for a Time Extension of 110 Days, as requested by the Public Works Department. (Recommended Motion: The proposed Resolution be approved.)

Item 8.H. Consideration and Action on a Resolution Approving the First Amendment to the Lime Sludge Removal Contract Between the City of Bloomington and Stewart Spreading, LLC, as requested by the Public Works Department. (Recommended Motion: The proposed Resolution be approved.)

Item 8.I. Consideration and Action on (1) an Ordinance Amending the Budget Ordinance for the Fiscal Year ending April 30, 2024; and (2) an Ordinance Authorizing a Construction Agreement Between the City of Bloomington and Prairie View Landscaping & Lawn for the O'Neil Park & Pool Project (Bid #2024-05), in the Amount of \$174,987.75, as requested by the Parks & Recreation Department. (Recommended Motion: The proposed Agreement be approved.)

ORDINANCE NO. 2023 - 070

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING
APRIL 30, 2024**

ORDINANCE NO. 2023 - 071

**AN ORDINANCE AUTHORIZING A CONSTRUCTION AGREEMENT BETWEEN THE CITY OF
BLOOMINGTON AND PRAIRIE VIEW LANDSCAPING & LAWN FOR THE O'NEIL PARK & POOL
PROJECT (BID #2024-05), IN THE AMOUNT OF \$174,987.75**

Item 8.J. Consideration and Action on an Ordinance Approving the Final Plat of Interstate Business Park 13th Addition, as requested by the Public Works Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2023 - 074

**AN ORDINANCE APPROVING THE FINAL PLAT OF
INTERSTATE BUSINESS PARK 13TH ADDITION**

Item 8.K. Consideration and Action on an Ordinance Approving the Final Plat of Resubdivision of Lots 377-383 Tenth Addition to Fox Creek Country Club, as requested by the Public Works Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2023 - 072

**AN ORDINANCE APPROVING THE FINAL PLAT OF RESUBDIVISION LOTS 377-383 TENTH
ADDITION TO FOX CREEK COUNTRY CLUB**

Item 8.L. Consideration and Action on an Ordinance Approving an Easement Agreement Between Oakwoods Homeowners Association and the City of Bloomington in Conjunction with the Fiscal Year 2024 Outdoor Warning Siren Upgrade, as requested by the Fire Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2023 - 073

**AN ORDINANCE APPROVING AN EASEMENT AGREEMENT BETWEEN OAKWOODS
HOMEOWNERS ASSOCIATION AND THE CITY OF BLOOMINGTON IN CONJUNCTION WITH THE
FISCAL YEAR 2024 OUTDOOR WARNING SIREN UPGRADE**

Item 8.M. Consideration and Action on an Ordinance Approving the Purchase of Administrative Services and Stop Loss Insurance from Blue Cross Blue Shield for the City's Self-Funded Health Insurance Plans and Authorizing the Payment of Claims and Approving the

Purchase of Life Insurance through Standard Life, as requested by the Human Resources Department. (Recommended Motion: The proposed Ordinance be approved.)

ORDINANCE NO. 2023 - 075

AN ORDINANCE APPROVING THE PURCHASE OF ADMINISTRATIVE SERVICES AND STOP LOSS INSURANCE FROM BLUE CROSS BLUE SHIELD FOR THE CITY'S SELF-FUNDED HEALTH INSURANCE PLANS AND AUTHORIZING THE PAYMENT OF CLAIMS AND APPROVING THE PURCHASE OF LIFE INSURANCE THROUGH STANDARD LIFE

Item 8.N. Consideration and Action on an Application from Oasis Nails, LLC, to be located at 2103 N. Veteran's Pkwy, Ste. 324, Requesting the Creation of a Class EAS (Entertainment, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed License be approved.)

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Montney, Becker, Ward, Lee, Crumpler

Motion carried.

Regular Agenda

No items were presented.

City Manager's Discussion

Deputy City Manager Tyus discussed upcoming Downtown events and temporarily moving Council and Committee of the Whole meetings due to dais construction.

Mayor's Discussion

Mayor Pro Tem Boelen discussed multiple events she attended in the Mayor's absence.

Council Member's Discussion

No comments were made.

Executive Session

No Executive Session was held.

Adjournment

Council Member Ward made a motion, seconded by Council Member Becker, to adjourn the meeting.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Montney, Becker, Ward, Lee, Crumpler

Motion carried (viva voce).

The meeting adjourned at 6:20 p.m.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk



CONSENT AGENDA ITEM NO. 7.F.

ROU COLNCIW August 14, 2023

P AUD IMBACTED: City-Wide Impact

SLFJECT: Consideration and Action to Approve Bills and Payroll in the Amount of \$12,982,036.58, as requested by the Finance Department.

UECOMMENDED MOTION: The proposed Bills and Payroll be approved.

STUATEGIC BWAN WNK:

Goal 1. Financially Sound City Providing Quality Basic Services

STUATEGIC BWAN SIGNIRICANCE:

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

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

COMMLNITY GUOLBS/INTEUESTED BEUSONS CONTACTED: N/A

RINANCIAW IMBACT: Total disbursements to be approved \$12,982,036.58 (Payroll total \$3,252,377.46, Accounts Payable total \$9,605,034.03, Bank Transfers total \$124,625.09).

AMEUCAN UESCLE BWAN RLNDING IMBACT: N/A

COMMLNITY DEVEVOBMENT IMBACT: This request meets the following goals and objectives of the Floomington Comprehensive Blan 2035: N/A

Respectfully submitted for consideration.

Prepared by: Joshua Moreland, Support Staff V

ATTACHMENTS:

[FIN 1B Council Finance Summary Report](#)

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
7/28/2023	\$ 2,484,341.65	\$ 557,934.04	\$ 3,042,275.69

8/3/2023	\$ 210,101.77	\$ -	\$ 210,101.77
Off Cycle Adjustments			

PAYROLL TOTAL			\$ 3,252,377.46
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ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total	PCARDS Date Range
8/14/2023	AP General	\$ 6,887,685.25	
	AP JMScott		
8/14/2023	AP Comm Devel	\$ 1,578.02	
	AP IHDA		
8/14/2023	AP Library	\$ 2,244,308.21	
	AP MFT		
7/21/23-8/8/23	Out of Cycle	\$ 471,462.55	
6/14/23-8/6/23	AP Bank Transfers	\$ 124,625.09	
AP TOTAL		\$ 9,729,659.12	
PCARD TOTAL			

GRAND TOTAL	\$ 12,982,036.58
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Respectfully,

F Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 7.C.

FOR COUNCIL: August 14, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve Appointments to Boards & Commissions, as requested by the Administration Department.

RECOMMENDED MOTION: The proposed Appointments be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: The Mayor of the City of Bloomington asks Council concurrence in the appointments of:

Planning Commission: Mary Ann Cullen to the Planning Commission. Mary Ann's appointment is effective immediately, with an expiration date of 4-30-24.

McLean County Regional Planning Commission: Katie Ruder to the McLean County Regional Planning Commission. Katie's appointment is effective immediately, with an expiration date of 12-31-24.

Applications are on file in the Administration Office.

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

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: N/A

Respectfully submitted for consideration.

Prepared by: Amy Overton, Executive Assistant

ATTACHMENTS:

[ADM 1B Planning Commission Roster](#)

[ADM 1C MCRPC Roster](#)

Planning Commission

Status	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed
Active	Commissioner	Brady	Sant Amour	4/30/2025	6/27/2022	2021
Active	Commissioner	Thomas	Krieger	4/30/2026	4/10/2023	2017
Active	Commissioner	Mark	Muehleck	4/30/2023	4/27/2020	2017
Hold Over	Commissioner	Justin	Boyd	4/30/2022	4/22/2019	2016
Active	Commissioner	Jackie	Beyer	4/30/2025	5/23/2022	2022
Active	Commissioner	Goverdhan	Galpali	4/30/2024	1/10/2022	2022
Active	Commissioner	Anna	Patino	4/30/2026	5/22/2023	2022
Active	Commissioner	William	Peradotti	4/30/2024	5/22/2023	2023
Active	Commissioner	David	Lewis	4/30/2026	5/22/2023	2023
Vacant	Commissioner			4/30/2024		

McLean County Regional Planning Commission

Status	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed
Vacant	COB Rep			12/31/2024		
Active	COB Rep	Ron	Lesser	12/31/2026	11/28/2022	2022



CONSENT AGENDA ITEM NO. 7.D.

FOR COUNCIL: August 14, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Purchase of a BearCat Rescue Vehicle for the Police Department from Lenco Industries, Inc., in the Amount of \$249,229, as requested by the Police Department.

RECOMMENDED MOTION: The proposed Purchase be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

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

Objective 4a. Residents feeling safe in their homes and neighborhoods

BACKGROUND: The Bloomington Police Department ("BPD") responds to an ever-changing diverse type of calls for service for emergency services. Some of these incidents can pivot instantly, without any ability to predict when the community and officers will face a lethal situation. These situations could range from armed barricade with hostages to armed robberies and other hostile, deadly and dangerous situations. BPD does not currently have an armored vehicle to deploy resources and use for the rescue of community members and officers in a danger zone. Many communities of a like-size and with numerous potential targets deploy armored vehicles to better protect the public and its officers and bring successful resolutions to volatile situations for all involved.

Throughout the country over the last several years, there have been many large-scale incidents where police have needed the assistance of an armored rescue vehicle to allow officers to safely enter a hot zone to handle various situations, as well as to rescue innocent civilians who were trapped in a hostile area. The closest armored rescue vehicles that would potentially be available to BPD are located in Decatur, Peoria, and Champaign, all of which are at least an hour away. When these situations do occur, time is of the essence.

The availability of a BearCat rescue vehicle in Bloomington would greatly impact the safety and security of citizens and public safety personnel in Bloomington and our local partners. It would also protect the officers who are responding to these types of situations, including Special Weapons and Tactics Operators, Crisis Negotiators, and Tactical Medical Personnel from the Bloomington Fire Department ("BFD"). This BearCat armored rescue vehicle would also be equipped with MedEvac benches, trauma overhead lighting, and ceiling-mounted IV hooks. This would allow for BFD's Tactical Medics to enter the hot zone and potentially provide life-saving measures to an injured community member, public safety personnel, or other innocent bystanders who are in a restricted hot zone. The BearCat armored rescue

vehicle has 4-wheel drive that is capable of driving over rough terrain, in deep snow, and through fairly deep water which would also be a great asset in the case of a natural disaster in our area.

The proposed purchase of the BearCat armored rescue vehicle was presented at the May 4th, 2023 Public Safety Community Relations Board ("PSCRB") meeting. The topic was presented by Assistant Chief Wamsley who fielded questions from Board Members. No concerns or issues regarding the purchase of the BearCat were brought up by the PSCRB Board who expressed support of this life-saving tool.

Videos:

[Bear Cat Video 1](#)

[Bear Cat Video 2](#)

Article:

[13 Times BearCats Saved Lives](#)

This purchase will use a joint purchasing contract through GSA.gov (Contract # GS-07F-169DA, expires August 22, 2026, from Lenco Industries, Inc., d/b/a Lenco Armored Vehicles, for a total amount of \$249,229.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public Safety Community Relations Board, Bloomington Fire Department, Normal Police Department, McLean County Sheriff's Department, Illinois State Police, Minority and Police Partnership Board, Local Chapter of the National Association for the Advancement of Colored People (NAACP)

FINANCIAL IMPACT: If approved, the City will purchase a BearCat Rescue Vehicle for the Police Department from Lenco Industries, Inc., in the amount of \$249,229. This will be paid out of the Police-Capital Outlay Licensed Vehicle account (10015110-72130). This Item was included in the FY 2024 Budget at \$249,600. Stakeholders can locate this in the FY 2024 Budget Books titled: "Budget Overview & General Fund" on page 235 and "Other Funds & Capital Improvement" on page 96.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal PS-1 (Reduce crime and the fear of crime), Objective PS-1.2 (Develop personnel and increase department efficiencies; review and research relevant technologies), Objective PS-1.3 (Enhance community and partnerships); Goal PS-3 (A comprehensive emergency preparedness plan), Objective PS-3.1 (Ensure the safety of Bloomington's residents in an emergency situation); and Goal PD-4 (Intergovernmental Cooperation), Objective PS-4.1 (Enhance existing intergovernmental cooperation across all public services)

Respectfully submitted for consideration.

Prepared by: Chad Wamsley, Assistant Police Chief

ATTACHMENTS:

[PD 1B Quote](#)

PD 1C GSA Lenco Government Cooperative Contracts
PD 1D Sole Source Letter
PD 1E Lenco - Sole Source Specifications



Protecting Our Nation's Defenders™

10 Betnr Industrial Drive - Pittsfield, MA 01201

PH: 413-443-7359 - FAX: 413-445-7865

Quotation

Customer Code: [REDACTED]

Quotation Date: 07/14/23

Lenco Tax ID#: [REDACTED]

Page #: 1 of 1

Bill To

Bloomington Police Department
305 S. East St.
Bloomington, IL 61701 USA

Ship To

Customer Pick-Up
10 Betnr Industrial Dr
Pittsfield, MA 01201 USA

Payment Terms	Shipping Terms	Ship Via
Prepaid	FOB: Origin	Customer Pickup
Estimated Completion	Lenco Contact	Inspection & Acceptance
12 months ARO (Est.)	Jim Massery	At Lenco's Facility, Pittsfield, MA

Item:	Product #	Qty	Unit Price	Total
Vehicle configuration	1792			
Lenco BearCat	BC55003-BASE	1	\$200,704.00	\$200,704.00
Options:				
LED Red and Blue	LED_RED_BLUE	1		
Exterior Paint Color: Lusterless Black	LUSTERLESS_BLACK	1		
Gasoline Engine	BCGSEN	1		
4-Door Configuration	BC4DR	1	\$7,858.00	\$7,858.00
Electric Power Mirrors	BCMIR	1	\$1,508.00	\$1,508.00
Back up Camera System with Monitor	BCBU	1	\$2,297.00	\$2,297.00
Radio Prep Package, (1) Max (2)	BCINSRA	1	\$502.00	\$502.00
Rear A/C - Heating Systems: High Capacity Upgrade	BCHACUP	1	\$7,182.00	\$7,182.00
Hydraulic Ram Upgrade wFront Mounted Receiver with Ram Post and Plate	BCHYDRAM	1	\$12,479.00	\$12,479.00
Break and Rake	BCBAR	1	\$1,200.00	\$1,200.00
VSP Style Low Profile & Scene Lighting Pkg	BCVSPL	1	\$4,068.00	\$4,068.00
Roof Mounted Remote Control Spot Light - LED	BCSLLED	1	\$1,404.00	\$1,404.00
Take Down Light (Bumper Mounted)	BCTDL	1	\$1,853.00	\$1,853.00
Rear Tow Hitch Receiver w/ Winch Power	BCRTOWRWP	1	\$1,257.00	\$1,257.00
Interior Rubber Mats	BCRMF	1	\$455.00	\$455.00
MedEvac Benches	BCMEDBENCH	1	\$3,264.00	\$3,264.00
Trauma Lighting (6) Overhead Dome White w/Hi/Low/Red	BCLTMED	1	\$2,498.00	\$2,498.00
IV Hooks - Ceiling Mounted	BCIVHOOK	1	\$700.00	\$700.00
Configuration Subtotal:				\$249,229.00
Lenco BearCat	NEWCONFIG	1	\$249,229.00	\$249,229.00
Net Total				\$249,229.00

Notes:

GSA Contract Number GS-07F-169DA.

WARNING: Information Subject to Export Control Laws

The written approval of the Directorate of US Defense Trade Controls and Lenco Industries, Inc. must be obtained before reselling, transferring, transshipping or disposing of a defense article to any end user, end use or destination other than as stated on this Lenco quote or the shipper's export declaration in cases where an exemption is claimed under this subchapter ITAR 123.9(A).

Acceptance of this quotation or entering into a purchase agreement with Lenco, the purchaser agrees to Lenco's full Terms and Conditions of Sale, available upon request. This quote will be valid for 90 days.

ACCEPTANCE OF PROPOSAL

Authorized

Signature: _____

Please sign and return

Authorized

Signature: James Massery
Jim Massery

Thank you

US Government Cooperative Purchasing Contracts

1. GSA Federal Acquisition Service – Multiple Award Schedule

Contract Number: GS-07F-169DA

Current Option Period End Date: August 22, 2026

Important Links:

- [Lenco GSA eLibrary Link](#)
- [1122 Participating States](#)

2. H-GAC – Ambulances, EMS, and Other Special Service Vehicles

Contract Number: AM10-20

Current Option Period End Date: September 30, 2023

Important Links:

- [HGACBuy Contract Link](#)

3. North Carolina Sheriff's Association (NCSA) – Fire/EMS/Law Enforcement Specialty Vehicles

Contract Number: 23-03-0524

Current Option Period End Date: June 17, 2023

Important Links:

- [NCSA Contract Award Documents Link](#)

4. US Communities (OMNIA Partners) – Public Safety & Emergency Preparedness

Contract Number: 4400008468

Current Option Period End Date: September 30, 2023

Lead Agency: County of Fairfax, Virginia

Lead Contractor: Safeware, Inc. and Mallory Safety and Supply, LLC

Important Links:

- [US Communities / OMNIA Partners Contract Link](#)

5. New Jersey Cooperative Purchasing Alliance (Bergen County Co-Op) – Catalog / SWAT Equipment

Contract Number: BC-Bid-#21-55 (COOP)

Current Option Period End Date: December 3, 2023

Lead Agency: County of Bergen, NJ

Lead Contractors: Tomahawk Strategic Solutions

Important Links:

- [Bergen County Co-Op Contract Link](#)

Designer and Manufacturer of Tactical Armored Security Vehicles

10 Betnr Industrial Drive · Pittsfield, MA 01201 · Tel (413) 443-7359 · Fax (413) 445-7865

www.LencoArmor.com · e-mail: Info@LencoArmor.com

6. Howard County, MD Office of Procurement and Contract Administration – New Vehicles, Class 1 – 7

Contract Number: 4400004548

Current Option Period End Date: June 30, 2023

Important Links:

- [Howard County, MD Current Awards and Contracts Link](#)
- [Current Contracts Link](#)

7. State of Iowa – Specialty Vehicles: Armored Rescue Vehicle

Contract Number: RFB0221005001 / 21052B

Current Option Period End Date: August 31, 2023

Important Links:

- [Iowa Department of Administrative Services Link](#)

Last updated June 24, 2022

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www.LencoArmor.com · e-mail: Info@LencoArmor.com



Protecting Our Nation's Defenders™

SOLE SOURCE LETTER

Lenco Industries, Inc.
10 Betnr Industrial Drive
Pittsfield, MA, 01201
E-mail: Contracting@LencoArmor.com
Phone: 413-443-7359

DATE: April 20, 2023

RE: Sole Source Letter for the Lenco BearCat

To Whom It May Concern:

This letter confirms that Lenco Industries Inc. (d/b/a Lenco Armored Vehicles), as designer and manufacturer, is the **Sole Source** provider of the following products in the United States and internationally:

- **Lenco BEAR®**
- **Lenco BearCat®**
- **Lenco BombCat®**
- **Lenco MedCat™**
- **Lenco FireCat™**

Additionally, these Lenco products, their specifications, manufacturing techniques and marketing materials are proprietary and are protected by copyrights, trademarks, service marks, patents, nondisclosure agreements, noncompete agreements and exclusive supply agreements; in whole or in part.

There are no other items or products available that offer identical functionality or performance characteristics, and Lenco determines the prices for the above-named products to be fair and reasonable because of pre-competed federal and state supply schedules controlled by exclusive distribution.

Federal Acquisition Regulation (FAR) Part 6.302-1 – “Only one responsible source and no other supplies or services will satisfy agency requirements” is the statutory authority permitting this Sole Source government procurement.

Further, the Code of Federal Regulations (CFR) Title 2, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards establishes government-wide requirements for federal grants and cooperative agreements. Under the Uniform Guidance, a non-Federal entity that receives a federal award must “provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.” *See* 2 C.F.R. § 200.322. If the non-Federal entity fails to do so, the federal awarding agency or pass-through entity may sanction a non-compliant recipient of funds.

In summary, Lenco Armored Vehicles, based in the United States, is the only manufacturer or authorized dealer of the Lenco BearCat, its variants or its equivalent.

Designer and Manufacturer of Tactical Armored Security Vehicles

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www.LencoArmor.com · e-mail: Info@LencoArmor.com



SOLE SOURCE SPECIFICATIONS

Lenco Industries, Inc.
10 Betnr Industrial Drive
Pittsfield, MA, 01201
E-mail: Contracting@LencoArmor.com
Phone: 413-443-7359

DATE: April 20, 2023

RE: Sole Source Specifications for the Lenco BearCat

Lenco BearCat Key Features, Testing and Certifications

Armor Protection

- Armor Panels constructed of Certified Mil-Spec Steel
- Vertical Armor Panels are .50 inch thick, one-piece solid construction from the front of the vehicle to the rear of the vehicle
- Gunports and all surrounding armor protection, including backup armor, is .50 inch thick.
- Proprietary welding technique utilized in sidewall, floor and roof construction
- Armored hood, radiator protection, fuel tank, exterior lighting armor backup, inner fender armor, door and window pocket armor backup
- Department of the Army, U.S. Army Aberdeen Test Center – Ballistic Certification for armor plate used in every BearCat manufactured
- Independent Third-Party Testing to the following threats / ballistic standards: EN 1063 BR7, NIJ IV, STANAG 4569 Level 2, .50 CAL M2 Multi-Hit, .50 CAL M33 Multi-Hit, DM51x2 Hand Grenades, DM31 Anti-Personnel Mine, M67x2 Hand Grenades, 20mm FSP, V50 (BL) P Ballistic Test

Mobility & Automotive Safety

- 126" – 131.5" Wheelbase
- Custom-tuned suspension, including shocks, springs, bump stops, front and rear sway bars, track bar and radius arms
- Proprietary OEM Frame-to-Body construction
- Department of the Army, U.S. Army Aberdeen Test Center, Aberdeen Proving Grounds – Automotive Performance Testing to the following standards:
 - Test Operating Procedures (TOP)
 - North Atlantic Treating Organization (NATO) Reference Mobility Model (NRMM)

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- NATO Allied Vehicle Testing Publication (AVTP)
 - Society of Automotive Engineers (SAE)
- Human Factors Integration - Safety Assessment Review (SAR)
 - Fort Knox, KY
 - Fort Belvoir, VA
- National Highway Transportation Safety Administration (NHTSA), Office of Vehicle Safety Compliance (OVSC), Federal Motor Vehicle Safety Standards (FMVSS) Compliance Testing
 - Center of Gravity Test
 - FMVSS 105 – Hydraulic Brake Test
 - FMVSS 206 – Door Locks and Door Retention Test
 - FMVSS 207 – Seating Systems
 - FMVSS 210 – Seat Belt Anchorages
 - FMVSS 302 – Flammability of Interior Components
- National Tactical Officers Association (NTOA), Member Tested and Recommended Certification
 - 2003 Certification
 - 2020 Re-Certification
- U.S. Air Force Air Transportability Test Loading Activity (ATTLA) – Air Transportation Certification
 - Lockheed C-5 Galaxy
 - Boeing C-17 Globemaster III
 - Lockheed C-130 Hercules

Tactical Features

- Patented, zero gravity counter balanced & rotating roof hatch system
- Height-adjustable gunner stand with removable / serviceable design - *US Patent No. 11,561,060 B1*, granted to Lenco on 01/24/2023
- Automatic Door Lock-Out (side doors) with single tap release
- Welded Running Boards rated to hold 3,000 lbs. at each side & 2,500 lbs. on rear
- Occupant situational awareness
- 390 square feet of interior space
- 2-Piece Bumper-integrated hydraulic entry bars with attachments for Audio / Video, Chemical Deployment, and Water Deployment
- Roof Mounted Water Nozzle with internal joystick controls
- Bumper Mounted Water Nozzle with internal joystick controls
- Vehicle-Integrated On-Board SCBA System
- Tactical EMS interior layout, workstation, medical cabinet, oxygen storage and trauma lighting
- 68 Gallon Single Fuel Cell
- 40" Water Fording Package with Independent 3rd Party Testing

Service, Reliability & Interoperability

- Commercial Chassis common to government fleet
- Commercial Chassis Warranty and Service history at nearly 130 Authorized Ford Service Centers across the United States

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www.LencoArmor.com · e-mail: Info@LencoArmor.com

- Ford OEM Warranty
- 3 Year Lenco Warranty
- Operational and Support Cost: Average cost of \$558 USD per 10,000 miles of operation
- Reliability, Availability and Maintainability (RAM): 24,906 mean miles between repair, 1.3 hours mean time to repair and 98% operational readiness
- Interoperability with hundreds of federal, state and local law enforcement agencies across the United States; reduces training cost and limits response time in joint operations
- Lenco Refurbishment Program – (4) individual ‘Schedules’ of refurbishment work that address Ford chassis components, Lenco components, paint and upgrades.
- Lenco Trade-In Program – End-of-Life vehicles can be traded-in to Lenco for value against the acquisition of a new or used model vehicle.

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www.LencoArmor.com • e-mail: Info@LencoArmor.com



CONSENT AGENDA ITEM NO. 7.E.

FOR COUNCIL: August 14, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Purchase of Turf Tank Pro GPS Paint Robot, GPS Package, and Customer Care Plan from Turf Tank, in the Amount of \$59,075, as requested by the Parks & Recreation Department.

RECOMMENDED MOTION: The proposed Purchase be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 2. Upgrade City Infrastructure and Facilities

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service

Objective 5c. Incorporation of "Green Sustainable" concepts into City's development and plans

BACKGROUND: Staff recommends approval of the purchase of a Turf Tank Pro GPS Paint Robot, GPS Package, and Customer Care Plan from Turf Tank, in the Amount of \$59,075. This package also includes an annual customer care package for \$4,999 which includes a \$3,000 allotment for paint. The Parks and Recreation Department annually hosts and supports the following local athletics programs in our community: 57 high school baseball and softball games at McGraw Park; 4 weeks of high school baseball practice at O'Neil Park; 22 dates of travel/tournament baseball games at O'Neil and McGraw Parks; 56 Bloomington Normal Girls Softball Association (BNGSA) Softball games at O'Neil and McGraw Park; 148 Bloomington Normal Girls Softball Association (BNGSA) games on other park fields 248 Bloomington Normal Baseball Association (BNBA) baseball games on other park fields; 4 youth football organizations using White Oak, Pepperidge, Northpoint, and Ewing Parks; and 12 team adult soccer league at White Oak and Cedar Ridge. These are in addition to varying requests and rentals for lacrosse and rugby.

All of these fields require weekly to bi-weekly painting and during football season, all fields are painted weekly. The Parks Maintenance Division takes pride in providing these fields in a high-quality condition for rentals and organizations we support.

In 2021, Parks and Recreation Management staff attended a Turf Tank demonstration at Normal West High School and were impressed with the machine as was the Unit 5 Ground Maintenance Team. Unit 5 has since purchased two of these machines and Unit 5 Superintendents have reported they are extremely pleased and highly recommend the machine.

The new and proven technology of the Turf Tank robotic painter creates extremely high quality and precisely accurate lines and field layouts which can help us continue to create a high standard in our field maintenance and attract customers for rentals and tournaments. The machine cuts paint consumption by 50% while reducing labor costs. For example, instead of mowing a field and then manually painting, an operator could start mowing and the robotic painter could follow and paint. This removes the need for an additional staff member to paint behind a mowing crew in this instance. While a field is being painted, staff could dedicate time to other items at that location. Additionally, the machine has the ability to lay down custom logos and comes with 120 different layouts installed.

The Pro Package being recommended is all-inclusive and includes deployment and set up of the machine by Turf Tank staff. The machine would be purchased using Buy Board Purchasing Cooperative #1000001553, exp. 5/31/2026.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Zach Grosenheider, Turf Tank; Unit 5 Grounds Department; City Staff

FINANCIAL IMPACT: If approved, the City will purchase a Turf Tank Pro GPS Paint Robot, GPS Package, and Customer Care Plan from Turf Tank, in the amount of \$59,075. This purchase will be made from the Park Maintenance-Capital Outlay Equipment Other than Office account (10014110-72140). There is \$60,000 included in the FY 2024 Budget for this purchase. The total costs reflect a 5% discount for using the Buy Board Purchasing Cooperative. Stakeholders can locate this in the FY 2024 Budget Books: "Budget Overview & General Fund" on page 187 and "Other Funds & Capital Improvement" on page 93.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal HL-1 (Create a park and green space system that provides for a variety of active and passive recreational and wellness activities for current and future residents), Objective HL-1.2 (Protect, enhance and maintain parks and green spaces equitable throughout the City); Goal HL-4 (Continue to develop quality parks and recreational programming for all), Objective HL-4.1 (Ensure that all parks have amenities and facilities that appeal to residents of all ages and abilities)

Respectfully submitted for consideration.

Prepared by: Dave Lamb, Assistant Superintendent of Parks Maintenance

ATTACHMENTS:

[P&R 1B Purchase Proposal](#)
[P&R 1C Buy Board Cooperative](#)
[P&R 1D Turf Tank Demonstration 1](#)
[P&R 1E Turf Tank Demonstration 2](#)
[P&R 1F Turf Tank Demonstration 3](#)



TURF TANK®

[IL] City of Bloomington – Pro Outright Purchase

Quote created: June 30, 2023 Reference: [REDACTED]

[IL] Bloomington Parks and Recreation

109 East Olive Street
Bloomington, IL 61701
United States

David Lamb

dlamb@cityblm.org
309-434-2281

Comments

Zach Grosenheider – Regional Territory Manager Turf Tank



Products & Services

US – Turf Tank Pro Package – Upfront Implementation Cost

Includes:

- Configuration & Shipping of Robot
- Secure Inventory & Lock in Installation Date
- Product Training & Online Resources

1 x ~~\$1,500.00~~
after \$375.00 discount
\$1,125.00

US – Turf Tank Pro Package – Outright Purchase

1 x ~~\$61,000.00~~
after \$3,050.00 discount
\$57,950.00

Includes:

- GPS Paint Robot + GPS Package (Includes Android Tablet)
- Continuous Software Improvements
- Free Form Text Creation
- Customized Logo Creation (Available Late 2022)
- Standard Geometry Package
- Extended Geometry Package
- Paint: \$3,000 Allotment of Paint (White)
- (3) Robot Batteries
- Customer Support: 24/7 Monday–Sunday
- Hardware Warranty Program: Full (Includes Consumables)
- Paint System Service Kit: (Includes: 1-Solenoid, 1-Pump, 1- Suction rod assembly, 1- tubing set.)
- (2) 5.5 Gallon Paint Container for Robot
- (2) 2.5 Gallon Empty Paint Containers
- Customized Robot Wrapping
- (2) Maintenance & Training Visits/Per Year
- Courtesy Robot (If necessary)

US – Turf Tank Pro Package – Customer Care Plan

1 x \$4,999.00 / year

Includes:

- Customer Support: 24/7 Monday–Sunday
- Hardware Warranty: Full (Includes Consumables)
- Continuous Software Improvements
- \$3,000 Allotment of Paint (White)

Annual subtotal	\$4,999.00
One-time subtotal	\$59,075.00
after \$3,425.00 discount	
*Customer Care Plan Begins Year 2	(\$4,999.00)
Total	\$59,075.00

Signature

Signature

Date

Printed name

This quote expires on September 28, 2023

Purchase terms

<u>Invoice Type</u>	<u>Invoice Details</u>
Implementation Fee Invoice	Implementation Fee Invoice must be paid prior to the shipment and installation of the robot. The invoice for Implementation Fee should be available within 24 hours after the contract has been signed and returned. The invoice will be emailed to the billing contact on file and will be from billing@turftank.com .
First Invoice	First Invoice will be emailed and made available within 24 hours after the robot has been shipped. Payment will be due at the installation and training of the robot. The invoice will be emailed to the billing contact on file and will be from billing@turftank.com .

Questions? Contact me



Zach Grosenheider

Regional Territory Manager

zach.grosenheider@turftank.com

+12173136960



Vendor Contract Information Summary

Vendor	Turf Tank (Intelligent Marking USA, Inc.)
Contact	Ryan Stubbe
Phone	877-396-4094
Phone Extension	N/A
Email	ryan.stubbe@turftank.com
Vendor Website	https://turftank.com/us/
TIN	82-4931662
Address Line 1	8790 F Street, Suite 830
Vendor City	Omaha
Vendor Zip	68127
Vendor State	NE
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Invoices are due at insta
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Common Carrier
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
Certificate Number	N/A
Certifying Agency	N/A
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Grounds Maintenance Equipment, Parts, and Supplies
Contract No.	706-23
Effective	06/01/2023
Expiration	05/31/2026
Accepts RFQs	Yes
Quote Reference Number	N/A



Vendor Contract Information Summary

Return Policy N/A









CONSENT AGENDA ITEM NO. 7.F.

FOR COUNCIL: August 14, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration to Approve an Administrative Services Agreement Extension with MissionSquare Retirement (formerly ICMA-RC), as requested by the Human Resources Department.

RECOMMENDED MOTION: The proposed Administrative Services Agreement Extension be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

Objective 1e. Partnering with others for the most cost-effective service delivery

BACKGROUND: The City of Bloomington has continued to partner with MissionSquare Retirement (formerly ICMA-RC) over multiple decades, to administer voluntary retirement plan options the City offers to its employees. This includes the 457 Plan (similar to a 401k, for public sector employees), a Roth IRA, and Retirement Health Savings accounts.

By signing a 7-year extension of its Administrative Services Agreement, MissionSquare Retirement has agreed to lower the gross fees charged to plan participants who are invested in all MissionSquare Funds, with the exception of index funds, which will not change. The estimated savings to plan participants, based on current fund balances, is approximately \$60,000 per year. The City can determine, at its sole discretion, to terminate this agreement at any time if it feels that MissionSquare is no longer able to fulfill its obligations as the plan administrator.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: There is no impact to the City financials. Based on current fund balances, the estimated savings to plan participants will be approximately \$60,000 per year.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: N/A

Respectfully submitted for consideration.

Prepared by: Josh Hansen, Compensation and Benefits Manager

ATTACHMENTS:

[HR 1B Agreement Extension](#)

ADMINISTRATIVE SERVICES AGREEMENT

for

City of Bloomington

Type: **457**

Account #: [REDACTED]

Type: **401**

Account #: [REDACTED]

MissionSquare
RETIREMENT

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement"), made as of this day, (please enter date) _____, (herein referred to as the "Inception Date"), between the International City Management Association Retirement Corporation doing business as MissionSquare Retirement ("MissionSquare"), a nonprofit corporation organized and existing under the laws of the State of Delaware, and the **City of Bloomington** ("Employer"), an **Entity** organized and existing under the laws of the State of **Illinois** with an office at **109 East Olive Street, Bloomington, Illinois 61701**.

RECITALS

Employer acts as public plan sponsor of a retirement plan ("Plan"), and in that capacity, has responsibility to obtain administrative services and investment alternatives for the Plan;

VantageTrust is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Ruling 81-100, 1981-1 C.B. 326, which provides for the commingled investment of retirement funds;

MissionSquare, or its wholly owned subsidiary, acts as investment adviser to VantageTrust Company, LLC, the Trustee of VantageTrust;

MissionSquare has designed, and VantageTrust Company offers, a series of separate funds (the "Funds") for the investment of plan assets as referenced in the Funds' principal disclosure documents, the Disclosure Memorandum and the Fact Sheets (together, "MissionSquare Disclosures"); and

MissionSquare provides a range of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account recordkeeping, investment and tax reporting, transaction processing, and benefit disbursement.

AGREEMENTS

1. Appointment of MissionSquare

Employer hereby appoints MissionSquare as administrator of the Plan to perform all nondiscretionary functions necessary for the administration of the Plan. The functions to be performed by MissionSquare shall be those set forth in Exhibit A to this Agreement.

2. Adoption of VantageTrust

Employer has adopted the Declaration of Trust of VantageTrust Company and agrees to the commingled investment of assets of the Plan within VantageTrust. Employer agrees that the investment, management, and distribution of amounts deposited in VantageTrust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the MissionSquare Disclosures or Employer Bulletins) as those terms and conditions may be adjusted from time to time.

3. Exclusivity Agreement

Employer agrees that for the initial or succeeding term of this Agreement specified in Section 11, so long as MissionSquare continues to perform in all material respects the services to be performed by it under this Agreement, Employer shall not obtain plan administration from anyone other than MissionSquare. Employer acknowledges that MissionSquare has agreed to the compensation to be paid to MissionSquare under this Agreement in the expectation that MissionSquare will be able to offset costs allocable to performing this Agreement with revenues arising from Employer's exclusive use of MissionSquare at the rates provided herein throughout the initial or succeeding term.

4. Employer Duty to Furnish Information

Employer agrees to furnish to MissionSquare on a timely basis such information as is necessary for MissionSquare to carry out its responsibilities as Administrator of the Plan, including information needed to allocate individual participant accounts to Funds in VantageTrust, and information as to the employment status of participants, and participant ages, addresses, and other identifying information (including tax identification numbers). Employer also agrees that it will notify MissionSquare in a timely manner regarding changes in staff as it relates to various roles. Such notification is to be completed through the plan sponsor website. MissionSquare shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or

Plan numbers [REDACTED]

any information relating to an individual participant or beneficiary that is furnished by such participant or beneficiary, and MissionSquare shall not be responsible for any error arising from its reliance on such information. MissionSquare will provide reports and account information to the Employer through the plan sponsor website.

Employer is required to send in contributions through the plan sponsor website. Alternative electronic methods may be allowed but must be approved by MissionSquare for use. Contributions may not be sent through paper submittal documents.

To the extent Employer selects third-party funds that do not have fund profile information provided to MissionSquare through electronic data feeds from external sources (such as Morningstar) or third-party fund providers, the Employer is responsible for providing to MissionSquare timely fund investment updates for disclosure to Plan participants. Such updates may be provided to MissionSquare through the Employer's investment consultant or other designated representative.

5. MissionSquare Representations and Warranties

MissionSquare represents and warrants to Employer that:

- (a) MissionSquare is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The ability of MissionSquare, or its wholly owned subsidiary, to serve as investment adviser to VantageTrust Company is dependent upon the continued willingness of VantageTrust Company for MissionSquare, or its wholly owned subsidiary, to serve in that capacity.
- (b) MissionSquare is an investment adviser registered as such with the U.S. Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended.
- (c)(i) MissionSquare shall maintain and administer the 457(b) Plan in accordance with the requirements for eligible deferred compensation plans under Section 457 of the Internal Revenue Code and other applicable federal law; provided, however, that MissionSquare shall not be responsible for the eligible status of the 457(b) Plan in the event that the Employer directs MissionSquare to administer the 457(b) Plan or disburse assets in a manner inconsistent with the requirements of Section 457 or otherwise causes the 457(b) Plan not to be carried out in accordance with its terms. Further, in the event that the Employer uses its own

Plan numbers [REDACTED]

customized plan document, MissionSquare shall not be responsible for the eligible status of the 457(b) Plan to the extent affected by terms in the Employer's plan document that differ from those in MissionSquare's model plan document. MissionSquare shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the 457(b) Plan in compliance with local or state requirements regarding plan administration unless Employer notifies MissionSquare of any such local or state requirements.

- (c)(ii) MissionSquare shall maintain and administer the 401(a) Plan in accordance with the requirements for plans which satisfy the qualification requirements of Section 401 of the Internal Revenue Code and other applicable federal law; provided, however, MissionSquare shall not be responsible for the qualified status of the 401(a) Plan in the event that the Employer directs MissionSquare to administer the 401(a) Plan or disburse assets in a manner inconsistent with the requirements of Section 401 or otherwise causes the 401(a) Plan not to be carried out in accordance with its terms; provided, further, that if the plan document used by the Employer contains terms that differ from the terms of MissionSquare's model plan document, MissionSquare shall not be responsible for the qualified status of the 401(a) Plan to the extent affected by the differing terms in the Employer's plan document. MissionSquare shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the 401(a) Plan in compliance with local or state requirements regarding plan administration unless Employer notifies MissionSquare of any such local or state requirements.

6. Employer Representations and Warranties

Employer represents and warrants to MissionSquare that:

- (a) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.
- (b) Employer understands and agrees that MissionSquare's sole function under this Agreement is to act as recordkeeper and to

Plan numbers [REDACTED]

provide administrative, investment or other services at the direction of Plan participants, the Employer, its agents or designees in accordance with the terms of this Agreement. Under the terms of this Agreement, MissionSquare does not render investment advice, is neither the "Plan Administrator" nor "Plan Sponsor" as those terms are defined under applicable federal, state, or local law, and does not provide legal, tax or accounting advice with respect to the creation, adoption or operation of the Plan and its related trust. MissionSquare does not perform any service under this Agreement that might cause MissionSquare to be treated as a "fiduciary" of the Plan under applicable law, except, and only, to the extent that MissionSquare provides investment advisory services to individual participants enrolled in Guided Pathways Advisory Services.

- (c) Employer acknowledges and agrees that MissionSquare does not assume any responsibility with respect to the selection or retention of the Plan's investment options. Employer shall have exclusive responsibility for the Plan's investment options, including the selection of the applicable share class. Where applicable, Employer understands that the MissionSquare Retirement IncomeAdvantage Fund is an investment option for the Plan and that the fund invests in a separate account available through a group variable annuity contract. By entering into this Agreement, Employer acknowledges that it has received the Important Considerations document and the MissionSquare Disclosures and that it has read the information therein concerning the MissionSquare Retirement IncomeAdvantage Fund.
- (d) Employer acknowledges that certain such services to be performed by MissionSquare under this Agreement may be performed by an affiliate or agent of MissionSquare pursuant to one or more other contractual arrangements or relationships, and that MissionSquare reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer.
- (e) Employer approves the use of its Plan in MissionSquare external media, publications and materials. Examples include press releases announcements and inclusion of the general plan information in request for proposal responses.

7. Participation in Certain Proceedings

The Employer hereby authorizes MissionSquare to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to the divorce or separation of participants in the Plan. Unless Employer notifies MissionSquare otherwise, Employer consents to the disbursement by MissionSquare of benefits that have been garnished or transferred to a former spouse, current spouse, or child pursuant to a domestic relations order or child support order.

8. Compensation and Payment

- (a) MissionSquare's compensation under this Agreement shall be as set forth in subsection (b) below.
- (b) **Compensation for Management Services to VantageTrust Company, Compensation for Advisory and other Services to the MissionSquare Funds Class M and Payments from Third-Party Investment Options.** Employer acknowledges that MissionSquare, or its wholly owned subsidiary, receives fees from VantageTrust Company for investment advisory services and plan and participant services furnished to VantageTrust Company. Employer further acknowledges that MissionSquare, including certain of its wholly owned subsidiaries, receives compensation for advisory and other services furnished to the MissionSquare Funds Class M, which serve as the underlying portfolios of a number of Funds offered through VantageTrust. For a MissionSquare Fund Class R that invests substantially all of its assets in a third-party mutual fund not affiliated with MissionSquare, MissionSquare or its wholly owned subsidiary receives payments from the third-party mutual fund families or their service providers in the form of 12b-1 fees, service fees, compensation for sub-accounting and other services provided based on assets in the underlying third-party mutual fund. These fees are described in the MissionSquare Disclosures and MissionSquare's fee disclosure statement. In addition, to the extent that third party options are included in the investment line-up for the Plan, MissionSquare receives administrative fees from its third-party settlement and clearing agent for providing administrative and other services based on assets invested in third-party investment options; such administrative fees come from payments made by third-party investment options to the settlement and clearing agent.

- (c) **Redemption Fees.** Redemption fees imposed by outside investment options in which Plan assets are invested are collected and paid to the investment option by MissionSquare. MissionSquare remits 100% of redemption fees back to the specific investment option to which redemption fees apply. These redemption fees and the individual investment option's policy with respect to redemption fees are specified in the prospectus for the individual mutual fund and referenced in the MissionSquare Disclosures.
- (d) **Payment Procedures.** All payments to MissionSquare pursuant to this Section **8** shall be made from Plan assets held by VantageTrust or received from third-party investment options or their service providers in connection with Plan assets invested in such third-party investment options, to the extent not paid by the Employer. The amount of Plan assets administered by MissionSquare shall be adjusted as required to reflect any such payments as are made from the Plan. In the event that the Employer agrees to pay amounts owed pursuant to this Section **8** directly, any amounts unpaid and outstanding after 30 days of invoice to the Employer shall be withdrawn from Plan assets.

The compensation and payment set forth in this Section **8** are contingent upon the Employer's use of MissionSquare's plan sponsor website for contribution processing and submitting contribution funds by ACH or wire transfer on a consistent basis over the term of this Agreement. The compensation in this Section 7 is also based on (a) the assets of the Plan being invested in **R5** shares of the MSQ Trust Series Funds and MissionSquare Index Funds, and **R9** shares of all other MissionSquare Funds and (b) the Employer offering the MissionSquare PLUS Fund as the sole stable value option.

The compensation and payment in this Section **8** will take effect in the calendar quarter following receipt at a Delivery Address (defined below the signature line) of one fully executed copy of this Administrative Services Agreement based upon the following schedule:

- Agreement received by February 20 - Effective April
- Agreement received by May 20 - Effective July
- Agreement received by August 20 - Effective October
- Agreement received by November 20 - Effective January

Employer further acknowledges and agrees that compensation and payment under this Agreement shall be subject to re-negotiation in the event that the Employer (a) chooses to implement additional mutual funds that neither (i) trade

via NSCC nor (ii) meet MissionSquare's daily trading operational guidelines or (b) chooses to implement investment options that are not mutual funds.

9. Indemnification

MissionSquare shall not be responsible for any acts or omissions of any person with respect to the Plan or its related trust, other than MissionSquare in connection with the administration or operation of the Plan. Employer shall indemnify MissionSquare against, and hold MissionSquare harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation, reasonable attorney's fees, that may be incurred by, imposed upon, or asserted against MissionSquare by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or its related trust, excepting only any and all loss, damage, penalty, liability, cost or expense resulting from MissionSquare's negligence, bad faith, or willful misconduct.

10. Term

This Agreement shall be in effect and commence on the date all parties have signed and executed this Agreement ("Inception Date"). The term of this Agreement will commence on the Inception Date and extend **seven (7)** years from that date.

The City may, at any time, terminate this Agreement, in whole or in part, for any of the following reasons effective immediately:

- (a) MissionSquare is found to be in violation of any term or condition of this Agreement.
- (b) MissionSquare engages in any fraudulent, felonious, negligent, or other illegal acts or behavior.
- (c) MissionSquare declares bankruptcy or becomes insolvent.
- (d) The City determines, in its sole discretion, that MissionSquare is no longer able to fulfill MissionSquare's obligations under this Agreement.

This Agreement will be renewed automatically for each succeeding year unless written notice of termination is provided by either party to the other no less than 60 days prior to the intended termination date. The Employer understands and acknowledges that, in the event the Employer terminates this Agreement (or replaces the MissionSquare PLUS Fund of VantageTrust as an investment option in its investment line-up), MissionSquare retains full discretion to release Plan assets invested in the MissionSquare PLUS Fund in an orderly manner over a period of up to 12 months from the date MissionSquare receives written notification from the Employer that it has made a final and binding selection of

Plan numbers [REDACTED]

a replacement for MissionSquare as administrator of the Plan (or a replacement investment option for the MissionSquare PLUS Fund).

11. Amendments and Adjustments

- (a) This Agreement may be amended by written instrument signed by the parties.
- (b) MissionSquare may modify this Agreement by providing 60 days' advance written notice to the Employer prior to the effective date of such proposed modification. Such modification shall become effective unless, within the 60-day notice period, the Employer notifies MissionSquare in writing that it objects to such modification.
- (c) The parties agree that enhancements may be made to administrative services under this Agreement. The Employer will be notified of enhancements or reduction in fees through electronic messages or special mailings.

12. Notices

Unless otherwise provided in this Agreement, all notices required to be delivered under this Agreement shall be in writing and shall be delivered, mailed, e-mailed or faxed to the location of the relevant party set forth below or to such other address or to the attention of such other persons as such party may hereafter specify by notice to the other party.

MissionSquare: Legal Department, MissionSquare, 777 North Capitol Street, N.E., Suite 600, Washington, D.C., 20002-4240
Facsimile; (202) 962-4601

Employer: at the office set forth in the first paragraph hereof, or to any other address, facsimile number or e-mail address designated by the Employer to receive the same by written notice similarly given.

Each such notice, request or other communication shall be effective: (i) if given by facsimile, when transmitted to the applicable facsimile number and there is appropriate confirmation of receipt; (ii) if given by mail or e-mail, upon transmission to the designated address with no indication that such address is invalid or incorrect; or (iii) if given by any other means, when actually delivered at the aforesaid address.

13. Complete Agreement

This Agreement shall constitute the complete and full understanding and sole agreement between MissionSquare and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. This Agreement supersedes all written and oral agreements, communications or negotiations among the parties. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

14. Titles

The headings of Sections of this Agreement and the headings for each of the attached schedules are for convenience only and do not define or limit the contents thereof.

15. Incorporation of Exhibits

All Exhibits (and any subsequent amendments thereto), attached hereto, and referenced herein, are hereby incorporated within this Agreement as if set forth fully herein.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of **Illinois**, applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

Plan numbers [REDACTED]

In Witness Whereof, the parties hereto certify that they have read and understand this Agreement and all Schedules attached hereto and have caused this Agreement to be executed by their duly authorized officers as of the Inception Date first above written.

CITY OF BLOOMINGTON

By _____
Signature/Date

By _____
Name and Title (Please Print)

**THE INTERNATIONAL CITY MANAGEMENT
ASSOCIATION RETIREMENT CORPORATION
doing business as MISSIONSQUARE
RETIREMENT**

By  _____
Erica McFarquhar
Authorized Representative

[An execution copy will be provided via DocuSign]

Exhibit A

Administrative Services

The administrative services to be performed by MissionSquare under this Agreement shall be as follows:

- (a) Participant enrollment services are provided online. Employees will enroll online through a secure site or the Employer will enroll employees through the plan sponsor website.
- (b) Establishment of participant accounts for each employee participating in the Plan for whom MissionSquare receives appropriate enrollment instructions. MissionSquare is not responsible for determining if such Plan participants are eligible under the terms of the Plan.
- (c) Allocation in accordance with participant directions received in good order of individual participant accounts to investment options offered under the Plan.
- (d) Maintenance of individual accounts for participants reflecting amounts deferred, income, gain or loss credited, and amounts distributed as benefits.
- (e) Maintenance of records for all participants for whom participant accounts have been established. These files shall include enrollment instructions (provided to MissionSquare through the participant website or the plan sponsor website), beneficiary designation instructions and all other documents concerning each participant's account.
- (f) Provision of periodic reports to the Employer through the plan sponsor website. Participants will have access to account information through Participant Services, Voice Response System, the participant website, and text access, and through quarterly statements that can be delivered electronically through the participant website or by postal service.
- (g) Communication to participants of information regarding their rights and elections under the Plan.
- (h) Making available Participant Services Representatives through a toll-free telephone number from 8:30 a.m. to 9:00 p.m. Eastern Time, Monday through Friday (excluding holidays and days on which the securities markets or MissionSquare are closed for business (including emergency closings)), to assist participants.
- (i) Making available access to MissionSquare's website, to allow participants to access certain account information and initiate certain plan transactions at any time. The participant website is normally

available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance.

- (j) Maintaining the security and confidentiality of client information through a system of controls including but not limited to, as appropriate: restricting plan and participant information only to those who need it to provide services, software and hardware security, access controls, data back-up and storage procedures, non-disclosure agreements, security incident response procedures, and audit reviews.
- (k) Making available access to MissionSquare's plan sponsor web site to allow plan sponsors to access certain plan information and initiate plan transactions such as enrolling participants and managing contributions at any time. The plan sponsor web site is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance.
- (l) Distribution of benefits as agent for the Employer in accordance with terms of the Plan. Participants who have separated from service can request distributions through the participant website or via form.
- (m) Upon approval by the Employer that a domestic relations order is an acceptable qualified domestic relations order under the terms of the Plan, MissionSquare will establish a separate account record for the alternate payee and provide for the investment and distribution of assets held thereunder.
- (n) Loans may be made available on the terms specified in the Loan Guidelines, if loans are adopted by the Employer. Participants can request loans through the participant website.
- (o) Guided Pathways Advisory Services – MissionSquare's participant advice service, "Fund Advice", may be made available through a third-party vendor on the terms specified on MissionSquare's website.
- (p) MissionSquare is authorized by the Employer to establish an unallocated plan level expense account to function as the Administrative Allowance, to be invested as Employer directs.
- (q) MissionSquare will determine appropriate delivery method (electronic and/or print) for plan sponsor/participant communications and education based on a number of factors (audience, effectiveness, etc.)



CONSENT AGENDA ITEM NO. 7.G.

FOR COUNCIL: August 14, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Services Agreement with Medical Priority Consultants, Inc., d/b/a Priority Dispatch Corporation, in the Amount of \$123,465, as requested by the Police Department and the Fire Department.

RECOMMENDED MOTION: The proposed Services Agreement be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The City Emergency Communications Center has partnered with Medical Priority Consultants, Inc., d/b/a Priority Dispatch Corporation, since 2006 to provide an advanced computer-based call triage system. This system allows the Police and Fire Departments to receive timely and accurate information from the Communications Center. The system enables Public Safety Dispatchers to deliver accurate life-safety instructions to the public in their time of need. The call triage system is based on best practices and is continually updated to remain current. This three-year agreement covers annual maintenance, updates, upgrades, expert call review, continuing dispatch education, an artificial intelligence call simulator, and a data analytics dashboard. The annual cost is \$41,155 per year.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, \$41,155 will be paid out of the General Fund Communication Center Computer/Office Repairs and Maintenance account (10015118-70530), for the first year of the agreement. To support all funds being expended from this account, a funds transfer will be executed from the Communication Center Other Professional and Technical account (10015118-70220) to this account in the amount \$16,100. Stakeholders can locate information on these accounts in the FY 2024 Budget Book titled "Budget Overview & General Fund" on page 240. Years two and three of the agreement will be included in the respective coming year's budgets.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal PS-1 (Reduce crime and the fear of crime), Objective PS-1.2 (Develop personnel and increase departmental efficiencies; review and research relevant technologies)

Respectfully submitted for consideration.

Prepared by: Darren Wolf, Communication Center Manager

ATTACHMENTS:

[PD 2B Agreement](#)

[PD 2C Limited Source Justification](#)

SERVICES AGREEMENT

This Extended Service Plan Agreement (the “Agreement”) is made by and between Medical Priority Consultants, Inc. dba **Priority Dispatch Corp** located at 110 S. Regent Street, Suite 500, Salt Lake City, UT 84111 (“PDC”) and **City of Bloomington** located at 305 S East St., Bloomington, Illinois 61701-7609 (“Client”) on July 12, 2023 (“Effective Date”). PDC and Client are collectively referred to herein as the “Parties” or individually as a “Party.”

BACKGROUND

- A. Client has been a long-time user of PDC’s licensed products and services.
- B. Client desires the following services and Licensed Products: Extended Service Plan (ESP), Q Plus, Priority Dispatch AI SkillLab -Powered by Call Simulator, and Academy Analytics Maintenance to be provided by PDC and does not cancel or void any pre-existing agreements between the Parties.
- C. The Parties agree that this Agreement, along with any pre-existing agreements, shall govern all current and future Client-operated public safety answering points or other communications centers.

In consideration of the foregoing and the rights and obligations set forth herein, both parties hereby agree as follows:

1. Order of Precedence

In the event of any conflict or inconsistency between the clauses, the following agreements, as applicable, represent the Order of Precedence:

- 1.1. This Agreement
- 1.2. PDC’s End User License Agreement as contained within the Licensed Products

2. Definitions

- 2.1. “**Licensed Products**” include the Priority Dispatch System (“PDS”) software, documentation, content, and/or manual flip cards that Client receives from PDC in connection with this Agreement and as further identified in Client’s invoice or quote from PDC, regardless of the medium on which it is stored. Licensed Products also include any and all manuals, instructions, and other documents and materials that PDC provides or makes available to Client in any form or medium in relation to the product.
- 2.2. “**Licensed Stations**” are computers, terminals, nodes, computer-aided dispatch stations, or workstations in Client’s possession and/or control that have access to the Licensed Products and for which Client has paid the applicable License Fee to PDC. The number of Licensed Stations is specified in Client’s License Fee invoice or quote from PDC. Client may not use the software/Licensed Products in connection with any stations other than the Licensed Stations, and the number of stations using or having access to the Licensed Products shall at no time exceed the Number of Licensed Stations.
 - 2.2.1. “**Training Stations**” are stations that have access to the Licensed Products but are dedicated for the purpose of training personnel on the use of computerized functions in the call-center and may not be used to take real or live calls.
 - 2.2.2. “**Backup Stations**” are stations that have access to the Licensed Products but have been designated as backup stations for emergency contingency use only. Backup Stations are separate and independent from the Licensed Stations and shall not run concurrent functions with the Licensed Stations. Backup Stations are only licensed to be used in circumstances when the Licensed Stations are rendered inoperable.

- 3. **Use & Ownership.** The Licensed Products, and their contents, and any and all copies thereof and derivatives therefrom are owned by PDC. Client acknowledges that PDC owns all intellectual property rights in and to the Licensed Products. License fees purchase only the limited license to use the products as provided in this Agreement. Client agrees not to infringe upon any of the exclusive intellectual property rights of PDC. Copies

of the Licensed Products are loaned to Client by PDC for the duration of the License only, and only for the purpose of enabling Client to exercise its License rights.

4. **Term & Termination**

4.1. This Agreement shall have an initial term of three (3) years from the Effective Date. Following the initial term, and unless terminated as set forth herein, this Agreement shall thereafter automatically renew for another one (1) year term.

4.2. **Material Breach.** If a Party materially breaches this Agreement and fails to cure such breach within 30 days of written notice thereof, this Agreement may be terminated subject to the decommissioning process.

4.3. **Voluntary Termination.** Client may also terminate this Agreement, with a 90-day written notice, subject to the decommissioning process below.

4.3.1. **Decommission Process.** The Decommission Process will involve, among other activities, collecting all PDC's intellectual property and other Licensed Products, and exporting PDS data in a format that will give Client access to historical records. Client understands that PDC will come on site at their location and Client must provide a dedicated person to PDC to allow for the successful decommissioning of the PDS. After the decommissioning process, any PDC products or materials found shall be immediately forwarded to PDC.

5. **Extended Service Plan (ESP).** Listed below are the services that will be provided under this Agreement.

5.1. **Platinum ESP.** Includes 24x7x365 technical support, Updates and Upgrades to the current version of the software/Licensed Products, and an annual subscription to the Online College of Emergency Dispatch. Platinum ESP also includes updated QAGs (Quality Assurance Guides), updated FRGs (Field Responder Guides), Cardsets, and a number of annual site visits. Site visits can be used for IT, software training, QA support, ACE application support, or implementation help (the number of site visits is based on the number of Licensed Stations).

6. **Service Level Agreement.**

https://cdn.prioritydispatch.net/community-documents/Service_Level_Agreement_PDC-PSI_v1.0.pdf

7. **Other Licensed Products & Services.**

PDC will provide other services and Licensed Products as outlined in Quote [REDACTED], which are governed by the applicable End User License Agreement.

8. **Client Obligations.**

8.1. Client must register as described in Section 9.1 below.

8.2. Client's hardware and operating systems must meet the minimum system requirements provided by PDC. Client is solely responsible for any required adjustments or updates to its hardware or operating system software required to accommodate Updates or Upgrades of the Licensed Products.

8.3. Client is solely responsible for ensuring the compatibility of non-PDC products with PDC products.

8.4. Client shall ensure availability of its own technical support personnel so PDC can fulfill its service obligations. When reporting a problem to PDC's technical support, Client shall provide a complete problem description, along with all necessary documents and information that is available to the Client and required by PDC to diagnose and resolve the problem. Client agrees to grant all necessary access to all applicable systems so that PDC can provide appropriate support.

8.5. Client is solely responsible for ensuring its systems, software, and data are adequately backed up. PDC shall not be liable for any lost data.

8.6. Client shall provide for any other requirements reasonably specified by PDC that relate to the rendition of the services to be met.

8.7. As applicable, Client will permit PDC with remote access to its systems to provide any required or necessary support.

8.8. If Client fails to fulfill its obligations outlined in this Section, PDC is entitled to bill its time and effort made necessary by Client's failure(s) at PDC's currently stated hourly rates.

8.9. Computer-Aided Dispatch ("CAD") Integration. Any costs relating to the integration of PDC's Licensed Products and the Client's CAD system or CRM, or the like, software shall be the responsibility of the Client. The integration of PDC's Licensed Products and Client's CAD system must be inspected, tested, and certified by PDC before taking live calls.

9. **Pricing & Payment Terms.** Client shall pay PDC the license and services fees specified on Client's invoice from PDC when the License is initially purchased, the ongoing ESP and other services fees is due annually thereafter. Any increase in the number of Licensed Stations/Licensed Products or services will require the payment of additional license and service fees to PDC at its then-current rate for the product. The annual ESP & services fees must be fully paid in advance. THE ESP AND OTHER SERVICES PERIOD IS FOR THREE YEARS AND IS RENEWED ANNUALLY UPON CONTINUED USE OF THE LICENSED PRODUCTS AND SERVICES. PDC RESERVES THE RIGHT TO TERMINATE THIS AGREEMENT IF CLIENT IS NOT CURRENT ON ITS FINANCIAL OBLIGATIONS TO PDC.

9.1. Priority Dispatch System ESP Fee on Client's current products are listed on Quote # 67511 (see **Attachment A**):

Year 1: 7/1/23 - 6/30/24 TOTAL: USD 41,155.00

Year 2: 7/1/24 - 6/30/25 TOTAL: USD 41,155.00

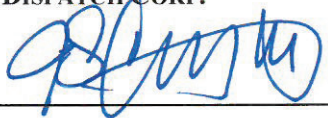
Year 3: 7/1/25 - 6/30/26 TOTAL: USD 41,155.00

10. **Updates, Upgrades & New Versions.** PDC may, from time to time, prepare and release Updates, Upgrades and/or New Versions of the Software/Licensed Products. PDC may thereafter cease issuing Updates for versions preceding the New Version. Said New Version will be governed by PDC's then-current license agreement. Notifications for Updates and/or New Versions are sent electronically (via email).

10.1. **Notifications.** In order to ensure receipt of notifications about Updates, Upgrades and New Versions, Client must register at the following site - https://support.prioritydispatch.net/int_notification.php. Client acknowledges that failure to register may result in Client not receiving urgent and vital communications about the Licensed Products. As part of its registration obligation, Client agrees to keep all its registration information current and up-to-date and understands that it is solely responsible for ensuring it receives these notifications.

IN WITNESS WHEREOF, the parties have duly authorized and caused this Agreement to be executed as follows:

PRIORITY DISPATCH CORP.

Signature: 

Print Name: Simón Cantarero

Title: General Counsel & Corp. Secretary

CLIENT

Signature: _____

Print Name: _____

Title: _____

ATTACHMENT A

PRIORITY DISPATCH CORP.

QUOTE # [REDACTED]

110 Regent Street, Suite 500
Salt Lake City, UT 84111
USA
www.prioritydispatch.net
Prepared By: Jon Stones
Phone: (800) 363-9127
Direct: Ext. 149
Email: jon.stones@prioritydispatch.net

Agency:
Agency ID#:
Quote #:
Date:
Offer Valid Through:
Payment Terms

City of Bloomington, IL
[Redacted]
7/5/2023
11/2/2023
Net 30

Currency:

USD

Bill To:
City of Bloomington, IL
305 S EAST ST
BLOOMINGTON, Illinois 61701-7609
United States

Ship To:
City of Bloomington, IL
305 S EAST ST
BLOOMINGTON, Illinois 61701-7609
United States

Product	Discipline	Qty	Amount
Priority Dispatch System Annual Maintenance (P) License Renewal, Service & Support	Medical;Fire;Police	5	USD 21,000.00
ProQA Surge License license for a limited timeframe and has an expiration date	Medical;Fire;Police	1	USD 3,000.00
ProQA Supervisor License ESP License Renewal, Service & Support	Medical;Fire;Police	1	USD 675.00
Q Plus (Per Call) Expert case review and reporting. Subscription auto-renews without written cancellation	Medical	624	USD 12,480.00
Priority Dispatch AI SkillLab - Powered by Call Simulator ProQA calltaking training simulator powered by artificial intelligence (AI). Tier 1: 5 positions	Medical	1	USD 2,500.00
Academy Analytics Maintenance - Tier 3: 1-25 License renewal, service and support	Medical;Fire;Police	1	USD 1,500.00
Priority Dispatch System Annual ESP, QPR & Services: 7/1/23 - 6/30/24 TOTAL:			USD 41,155.00

Product	Discipline	Qty	Amount
Priority Dispatch System Annual Maintenance (P) License Renewal, Service & Support	Medical;Fire;Police	5	USD 21,000.00
ProQA Surge License license for a limited timeframe and has an expiration date	Medical;Fire;Police	1	USD 3,000.00
ProQA Supervisor License ESP License Renewal, Service & Support	Medical;Fire;Police	1	USD 675.00
Q Plus (Per Call) Expert case review and reporting. Subscription auto-renews without written cancellation	Medical	624	USD 12,480.00
Priority Dispatch AI SkillLab - Powered by Call Simulator ProQA calltaking training simulator powered by artificial intelligence (AI). Tier 1: 5 positions	Medical	1	USD 2,500.00

"To lead the creation of meaningful change in public safety and health."

Product	Discipline	Qty	Amount
Academy Analytics Maintenance - Tier 3: 1-25 License renewal, service and support	Medical;Fire;Police	1	USD 1,500.00
Priority Dispatch System Annual ESP, QPR & Services: 7/1/24 - 6/30/25 TOTAL:			USD 41,155.00

Product	Discipline	Qty	Amount
Priority Dispatch System Annual Maintenance (P) License Renewal, Service & Support	Medical;Fire;Police	5	USD 21,000.00
ProQA Surge License license for a limited timeframe and has an expiration date	Medical;Fire;Police	1	USD 3,000.00
ProQA Supervisor License ESP License Renewal, Service & Support	Medical;Fire;Police	1	USD 675.00
Q Plus (Per Call) Expert case review and reporting. Subscription auto-renews without written cancellation	Medical	624	USD 12,480.00
Priority Dispatch AI SkillLab - Powered by Call Simulator ProQA calltaking training simulator powered by artificial intelligence (AI). Tier 1: 5 positions	Medical	1	USD 2,500.00
Academy Analytics Maintenance - Tier 3: 1-25 License renewal, service and support	Medical;Fire;Police	1	USD 1,500.00
Priority Dispatch System Annual ESP, QPR & Services: 7/1/25 - 6/30/26 TOTAL:			USD 41,155.00

Subtotal	USD 41,155.00
Estimated Tax	
Total	USD 41,155.00

Customer Signature:		Date:	
Customer Name:		Purchase Order ID:	
Expiration Date:			

TERMS AND CONDITIONS

This quote is valid for 120 days from date of issue. All prices quoted are exclusive of any applicable taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. You can find it here: <https://prioritydispatch.net/licensing/>

"To lead the creation of meaningful change in public safety and health."

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A & B)

SECTION A – LIMITED SOURCE PURCHASE:

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

Vendor Name & # **Medical Priority Consultants, Inc. dba Priority Dispatch Corporation # 1312**

Amount: **\$123,465.00**

Date: **07/17/2023**

Description of item/services: **Services Agreement with Medical Priority Consultants, Inc. dba Priority Dispatch**

Justification:

The City Emergency Communications Center has partnered with Medical Priority Consultants, Inc. dba Priority Dispatch Corporation since 2006 to provide an advanced computer-based software call triage system. With such a long relationship, this software is deeply rooted in the processes and functions of the Communications Center. The software is proprietary and can only be maintained and supported by Medical Priority Consultants, Inc. dba Priority Dispatch Corporation. This system allows the Police and Fire Departments to receive timely and accurate information from the Communications Center. The system enables Public Safety Dispatchers to deliver accurate life-safety instructions to the public in their time of need. The call triage system is based on best practices and is continually updated to remain current. Staff is extensively trained in the utilization of this software, and it is integrated into other systems used in the Communications Center. The Center has been recognized Nationally as an Accredited Center of Excellence in the application of the protocols contained in the software. To change software would require a steep adjustment to processes, training, and integration with unknown results. This agreement covers annual maintenance, updates, upgrades, expert call review, continuing dispatch education, artificial intelligence call simulator, and a data analytics dashboard.

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

Jama A. Livingston
(Name and Signature of Department Director or Designee)

07/18/23
Date

SECTION C – TO BE COMPLETED BY PROCUREMENT OFFICE:

Based on the information provided in Section A and attached supporting documents, I concur ☒ I do not concur ☐ (see below) with purchase to be a Limited Source.

Do not concur for the following reason(s):

Catalina M. M. M.

Name and Signature of Purchasing Agent or Designee

7/18/2023

Date



CONSENT AGENDA ITEM NO. 7.F.

ROU COLNCIW August 14, 2023

P AUD IMBACTED: City-Wide Impact

SLJKECT: Consideration and Action to Approve a Resolution Authorizing Waiving the Formal Bidding Requirements and Approving an Agreement with McLean County Asphalt Company, Inc., for Chip Seal Pavement Resurfacing, in the Amount of \$141,466.73, as requested by the Public Works Department.

UECOMMENDED MOTION: The proposed Resolution be approved.

STUATEGIC BWAN WNY:

Goal 2. Upgrade City Infrastructure and Facilities

STUATEGIC BWAN SIGNIRICANCE:

Objective 2a. Better quality roads and sidewalks

JACYGUOLND: If approved, the Resolution would authorize the City to waive the formal bidding requirements to enter into an agreement with McLean County Asphalt Company for the Fiscal Year 2024 Chip Seal Pavement Resurfacing Program. The attached preliminary pavement resurfacing map shows the streets anticipated to be resurfaced with chip seal in Fiscal Year 2024. This program was initially formally published as Bid #2024-06 in June. The project received no bid submissions. It was suggested that local contractors be solicited for quotes to complete the project. This Resolution is the result of those solicitations.

City staff have researched various pavement preservation products via site visits of current and previously treated roadways in other municipalities and have concluded that this system is an effective method to extend the useful life of our paved roads in limited quantities and specific areas. It is significantly cheaper than an asphalt overlay, though not as long-lasting. Applying a chip seal is a two-step process that includes applying an asphalt emulsion before applying a layer of small, crushed rocks or "chips" to an existing pavement surface.

Information about City streets is maintained in a Geographic Information System (GIS) by the Engineering Division of the Public Works Department. The condition rating, along with other information, is used to help determine which streets will be preserved each year. In addition, www.bloomingtonstreets.com includes information about street and sidewalk maintenance, including a complete list and map of planned preservation projects, an interactive street rating map, and regular updates on how the community's Local Motor Fuel Tax dollars are spent.

COMMLNIT/ GUOLBSVINTEUESTED BEUSONS CONTACTED: Bid #2024-07 for Chip Seal Pavement Resurfacing was advertised in *The Pantagraph* and on the City's eProcurement platform, *OpenGov* on 6/8/2023.

RINANCIAW IMBACT: If approved, \$141,466.73 will be expensed from the Capital

Improvement (Asphalt & Concrete) Fund-Street Construction Improvement account (40120200-72530). Stakeholders can locate this Item in the FY 2024 Adopted Budget Book titled “Other Funds & Capital Improvement” on pages 83, 228, 276, 277, and 278.

AMERICAN UESCLE BWAN RLNDING IMBACT: N/A

COMMLNIT/ DEHEVOBMENT IMBACT: ~~Ti s equ tqrm f qqm ninq dwnsga al dw dgb l j qvnpqr lo ninq Jwlf sganhg Cl f 2eqi qgrspq Bvlg 035H:~~ 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); and Goal TAQ-1 (A safe and efficient network of streets, bicycle- pedestrian facilities and other infrastructure to serve users in any surface transportation mode), Objective TAQ-1.1 (Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods, and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system), Objective TAQ-1.2 (Data-driven transportation infrastructure policy and management)

Respectfully submitted for consideration.

Prepared by: Ronald Harvey, Civil Engineer I

ATTACFMENTS:

[PW 1B Resolution](#)

[PW 1C Agreement](#)

[PW 1D Map](#)

[PW 1E FY24 Resurfacing Sidewalk Program Allocations](#)

RESOLUTION NO. 2023 - ____

A RESOLUTION AUTHORIZING WAIVING THE FORMAL BIDDING REQUIREMENTS AND APPROVING AN AGREEMENT WITH MCLEAN COUNTY ASPHALT, INC., FOR CHIP SEAL PAVEMENT RESURFACING, IN THE AMOUNT OF \$141,466.73

WHEREAS, the City of Bloomington has the ability to waive the technical bidding requirements, pursuant to City Code Chapter 16, Section 50; and

WHEREAS, City staff researched various pavement preservation products via site visits of current and previously treated roadways in other municipalities and has concluded that this system is an effective method to extend the useful life of our paved roads in limited quantities and specific areas; and

WHEREAS, City staff believes utilizing the bid waiver process and selecting McLean County Asphalt Company, Inc., will allow the City to preserve selected pavement locations with a more efficient and cost-effective treatment than a mill and overlay treatment;

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

Section 1. That the recitals set forth above are incorporated herein, the formal bid requirements are waived, and the proposed agreement with Donelson Construction Company, LLC, for High-Pressure Slurry Seal Pavement Preservation is approved.

PASSED this 14th day of August 2023.

APPROVED this ____ day of August 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

CITY OF BLOOMINGTON AGREEMENT WITH
McLean County Asphalt Company, Inc.

FOR

FY 2024 Chip Seal Pavement Resurfacing Program

THIS AGREEMENT, dated this ____ day of _____, 2023, is between the City of Bloomington, IL (hereinafter "CITY") and McLean County Asphalt Company, Inc. (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

Section 2. Description of Services. VENDOR shall provide the services/work identified on Exhibit A, attached hereto and incorporated herein.

Section 3. Incorporation of Bid/RFP/RFQ & Proposal Terms. The following shall apply to this Agreement:



This Agreement was not subject to a formal solicitation process by the CITY.



This Agreement was subject to the following procurement initiative by the CITY:

(hereinafter "REQUEST"). Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

Section 4. Payment. For the work performed by VENDOR under this Agreement, the CITY shall pay VENDOR the fees as set forth in the Payment Terms, attached hereto as Exhibit B and incorporated herein.

Section 5. Requirement for Payment & Performance Bond. The following shall further apply to this Agreement:



This Agreement does not require the furnishment of any bonds by the VENDOR.



This Agreement is subject to bonding requirements.

- i. It is therefore understood that the VENDOR will furnish, at no expense to the CITY, Payment and Performance Bonds to the CITY in the amount of the contract as stated in Exhibit B executed by the VENDOR and at least two sureties as set forth under the Laws of the State of Illinois, as a guarantee that the VENDOR will timely and faithfully perform the work outlined herein.
- ii. Said bond shall be conditioned to save and keep harmless the CITY from any and all claims, demands, losses, suits, costs, expenses, and damages which may be brought, sustained,

or recovered against the CITY by reason of any negligence, default, or failure of the said VENDOR in designing, 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, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

Section 6. Default. Either PARTY shall be in default if it fails to perform all or any part of this Agreement. 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 as set forth in Section 9 herein, upon the default or violation of this Agreement.

Section 7. Termination for Cause. The CITY may, at any time, terminate this Agreement, in whole or in part, for any of the following reasons effective immediately:

- i. VENDOR is found to be in violation of any term or condition of this Agreement.
- ii. VENDOR engages in any fraudulent, felonious, grossly negligent, or other illegal acts or behavior.
- iii. VENDOR declares bankruptcy or becomes insolvent.
- iv. CITY determines, in its sole discretion, that VENDOR is no longer able to fulfill VENDOR's obligations under this Agreement or PROCUREMENT DOCUMENTS.

Upon such termination, CITY shall be entitled to all remedies laid out in Section 9, as well as reimbursement of reasonable attorney's fees and court costs.

Section 8. Force Majeure. The CITY shall not be in default of this Agreement and shall not be held liable for any losses, failure, or delay in performance of its obligations under this Agreement or any Agreement, Amendment, Exhibit, or Attachment hereto arising out of or caused, directly or indirectly, by an event of Force Majeure. Force Majeure is defined as circumstances beyond the CITY's reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics; pandemics; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation.

Section 9. Remedies. In the event of a default or a violation of this Agreement, the non-defaulting PARTY shall be entitled to all remedies, whether in law or equity.

Section 10. Indemnification. To the fullest extent permitted by law, VENDOR shall indemnify and hold harmless CITY, its officers, officials, agents, and employees from claims, demands, causes of action, and liabilities of every kind and nature whatsoever arising out of or in connection with VENDOR's operations performed under this Agreement, except for loss, damage, or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants, or independent vendors who are directly responsible to CITY. This indemnification shall extend to all claims occurring after this Agreement is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

Section 11. Reuse of Documents. All documents, including but not limited to, reports, drawings, specifications, and electronic media furnished by VENDOR pursuant to this Agreement are instruments of the VENDOR's services. Nothing herein, however, shall limit the CITY's right to use the documents for municipal purposes, including but not limited to the CITY's right to use documents in an unencumbered manner for purposes of remediation, remodeling, and/or construction. VENDOR further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act.

Section 12. Standard of Care. Services performed by VENDOR under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the same or similar profession currently practicing under the same or similar conditions.

Section 13. Time is of the Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence. If no time period is set forth, the work must be pursued and completed in a commercially reasonable timeframe.

Section 14. Representations of VENDOR. VENDOR hereby represents it is legally able to perform the work that is subject to the Agreement.

Section 15. Use of Name. VENDOR shall have no right, express or implied, to use in any manner the name or other designation of the CITY or any other name or trademark, or logo of the CITY for any purpose in connection with the performance of this Agreement.

Section 16. Compliance with Local, State, and Federal Laws. VENDOR agrees that any and all work by VENDOR shall at all times comply with all laws, ordinances, statutes, and governmental rules, regulations and codes.

Section 17. Compliance with Prevailing Wage. The following shall apply to this Agreement:

☐

This Agreement is not for a "Public Work" and therefore Prevailing Wage does not apply.

☒

This Agreement calls for the construction of "public works," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130.01 et seq. (hereinafter "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 an amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor (hereinafter "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 website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the DEPARTMENT's website. All contractors and subcontractor rendering services under this Agreement must comply with all requirements of the ACT, including but not limited to all wage requirements and notice and record keeping duties.

Section 18. Equal Opportunity Employment. During the performance of this Agreement, the VENDOR agrees as follows:

- i. The VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The VENDOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The VENDOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The VENDOR will, in all solicitations or advertisements for employees placed by or on behalf of the VENDOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The VENDOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the VENDOR's legal duty to furnish information.
- iv. The VENDOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the VENDOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Section 19. Access to Records. The following access to records requirements apply to this Agreement:

- i. The VENDOR agrees to provide CITY, or any of their authorized representatives access to any books, documents, papers, and records of the VENDOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Section 20. Compliance with FOIA Requirements. VENDOR further explicitly agrees to furnish all records related to this Agreement and any documentation related to CITY required under the Illinois Freedom of Information Act (ILCS 140/1 et seq.) (hereinafter "FOIA") request within five (5) business days after CITY issues notice of such request to VENDOR. VENDOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, of conflicts arising from VENDOR actual or alleged violation of FOIA, or VENDOR failure to furnish all documentation related to a request within five (5) business days after CITY issues notice of request. Furthermore, should VENDOR request that CITY utilize a lawful exemption under FOIA

in relation to any FOIA request, thereby denying that request, VENDOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend any denial of a FOIA request by VENDOR request to utilize a lawful exemption to CITY.

Section 21. Notices. All legal notices given in connection with this Agreement shall be made in writing and deemed complete by way of (a) hand delivery; (b) registered mail, postage prepaid; or (c) electronic mail with notice of receipt by the other PARTY at the following addresses or at such other address for a PARTY as shall be specified by like notice:

If to VENDOR:

McLean County Asphalt Company, Inc.
Attn: Randy Kaufman
1100 W. Market St.
Bloomington, IL 61701
randy.kaufman@mcleancountyasphalt.com

Copy to:

If to CITY:

City of Bloomington
Attn: City Manager
115 E. Washington St., Suite 400
Bloomington, IL 61701
admin@cityblm.org

Copy to:

City of Bloomington
Attn: Legal Department
115 E. Washington St., Suite 403
Bloomington, IL 61701
legal@cityblm.org

Section 22. Insurance. VENDOR shall, at a minimum, maintain insurance as required in the PROCUREMENT DOCUMENTS and at or above the limits stated on the Certificate of Insurance, where CITY shall be named as additional insured under the policy(ies), which is attached hereto as Exhibit C and incorporated herein.

Section 23. Assignment. No PARTY may assign this Agreement, or the proceeds thereof, without prior written consent of the other PARTY.

Section 24. Changes or Modifications. This Agreement, its method of completion, its scope of work, nor its pricing may be modified or changed in any manner without the express written consent of both PARTIES via an Amendment fully executed by both PARTIES.

Section 25. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois, County of McLean.

Section 26. Joint Drafting. The PARTIES expressly agree that this Agreement was jointly drafted, and that both had the opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either PARTY but shall be construed in a neutral manner.

Section 27. Attorney's 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 attorney's fees (including expert witness fees).

Section 28. 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 29. Term. The term of this Agreement shall be as set forth on the attached Exhibit A, Description of Services. Notwithstanding anything herein, the provisions in Sections 10 and 19 shall survive termination.

Section 30. Counterparts. This Agreement may be executed in any number of counterparts, including electronically, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the date first above written.

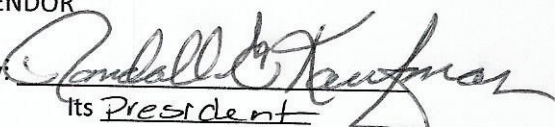
CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: 
Its President

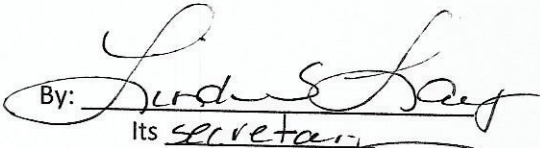
By: 
Its Secretary

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

This work shall consist of furnishing all labor, material and equipment necessary to perform all operations for the successful application of Chip Seal to bituminous asphaltic concrete surface courses. The resurfacing of the surface courses shall be by applying a thin asphalt emulsion overlay, followed by a layer of pea gravel seated into the emulsion by mechanical means. All work shall be in accordance with the specifications, any applicable drawings, and subject to the terms and conditions of this contract. Contract work shall be scheduled to begin within 10 business days of the Notice to Proceed submission. All work shall be completed by September 30, 2023. Please see attached documents for specifications and locations of work to be completed.

EXHIBIT B
COSTS/FEES

HFP
\$87,760.68

CA-14 Pea Gravel
\$13,986.00

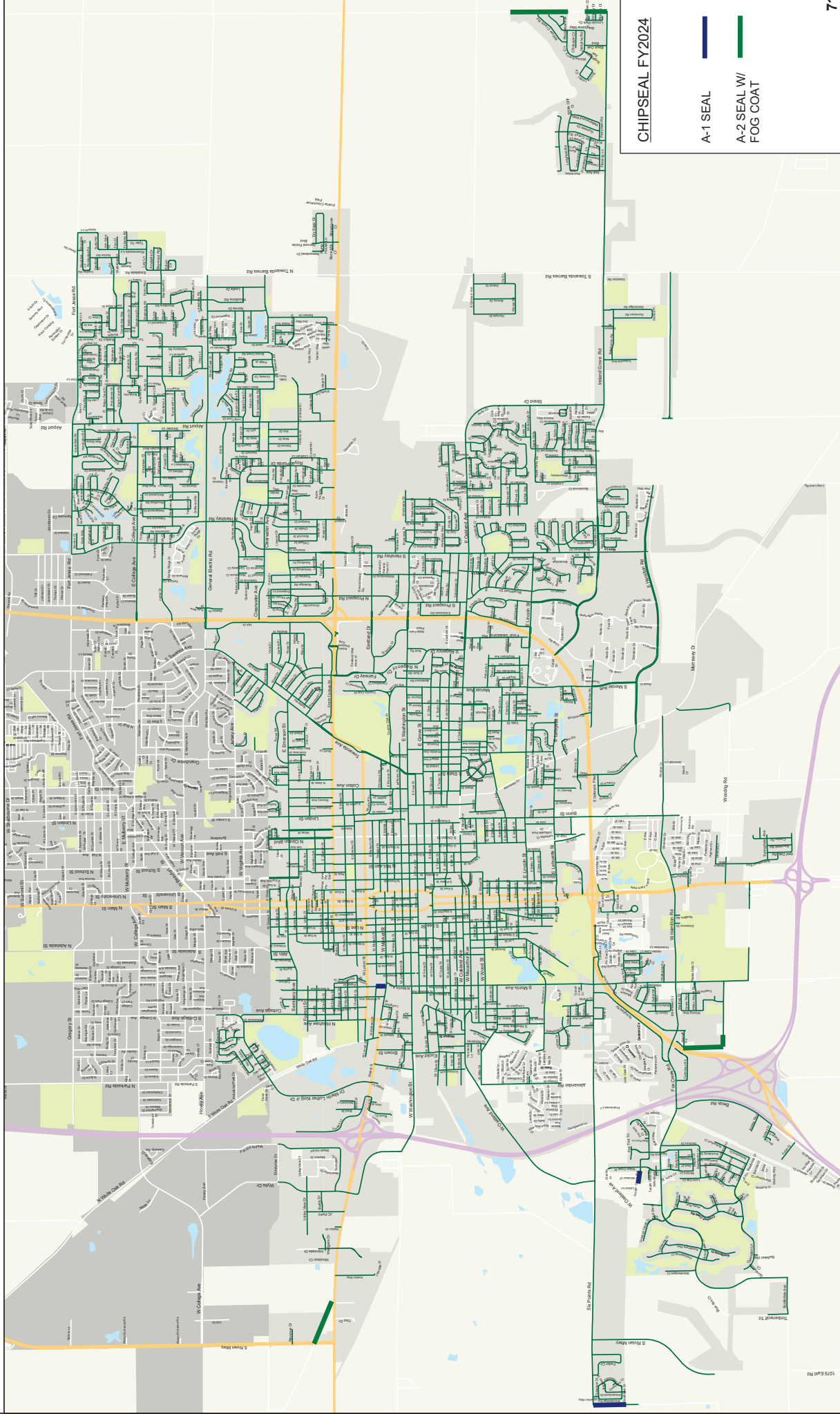
CA-16 Pea Gravel
\$16,461.00

Fog Seal
\$23,259.05

TOTAL
\$141,466.73

Payment for work shall be issued within 10 business days of completion and approval from the Engineer.

FY2024 PAVEMENT RESURFACE - CHIPSEAL



CHIPSEAL FY2024

A-1 SEAL

A-2 SEAL W/
FOG COAT

Streets Capital Improvement (Asphalt & Concrete) Fund Capital Project Summary

<u>Program</u>	<u>Budget</u>	<u>Bid Award</u> As of 7/24/23	<u>Unencumbered</u> As of 7/24/23
Multi-Year Street and Alley Resurface Program			
FY23 Rollover	\$ 100,000.00	-	100,000.00
General Resurfacing	\$ 6,489,300.00	-	6,489,300.00
Pavement Preservation: Patching for High-Pressure Slurry Seal	\$ 350,000.00	-	350,000.00
Pavement Preservation: Chip Seal	\$ 130,000.00	-	130,000.00
Pavement Preservation: Rejuvenator	\$ 130,000.00	-	130,000.00
Pavement Preservation: High-Pressure Slurry Seal	\$ 650,000.00	-	650,000.00
Street, Alley & Sidewalk Maintenance (Bid 2023-28) (2)	\$ 250,700.00	250,700.00	-
	Subtotal = \$ 8,100,000.00	\$ 250,700.00	\$ 7,849,300.00
Multi-Year Sidewalk and Ramp Replacement Program			
Sidewalk and Curb Ramp Replacement Program	\$ 2,000,000.00	-	2,000,000.00
	Subtotal = \$ 2,000,000.00	\$ -	\$ 2,000,000.00
	Total = \$ 10,100,000.00	\$ 250,700.00	\$ 9,849,300.00

(1) The work shown in the above table is paid from the Capital Improvement Fund (Asphalt & Concrete) fund.
(2) Approved by Council on April 24, 2023



CONSENT AGENDA ITEM NO. 7.I.

FOR COUNCIL: August 14, 2023

WARD IMPACTED: Ward 7

SUBJECT: Consideration and Action on an Application from TA Operating, LLC, d/b/a Travel Centers of America #092, located at 505 Truckers Lane, Requesting Approval of a 100% Ownership Change Due to a Change in the Licensed Parent Company of a Class GBPS (Convenience Store, Beer & Wine Only, Package, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Change in Licensed Parent Company be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

Objective 3a. Retention and growth of current local businesses

BACKGROUND: TA Operating, LLC, d/b/a Travel Centers of America #092 (Applicant), located at 505 Truckers Lane, holds a Class GBPS (Convenience Store, Beer & Wine Only, Package, and Sunday Sales) liquor license. The Applicant's current sole parent company is TravelCenters of America, Inc. ("TCA"). The Applicant and its parent company, TCA, are being purchased by BP p.l.c. ("BP"). Effective on a closing date to be determined in the future following the City's consideration of adding a new parent company (a.k.a. Ownership Change), BP will become the Applicant's ultimate parent company.

City Code requires whenever a 50% or more ownership change will occur for a corporate license holder listed on the National Stock Exchange, the change must be approved by the Liquor Commission. The Applicant is requesting the following change:

Current:

[parent company] TravelCenters of America, Inc.

[member company] TA Operating, LLC, d/b/a TravelCenters of America #092 - 100%

Proposed:

[ultimate parent company] BP p.l.c.

[parent company] TravelCenters of America, Inc.

[member company] TA Operating, LLC, d/b/a TravelCenters of America #092 - 100%

On July 11, 2023, Commissioner Meister sent approval of this change to the Council with a positive recommendation. All license creations, amendments, or transfers are contingent upon compliance with all building, health, and safety codes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, a public notice was published on July 3, 2023, in *The Pantagraph*. 4 notices were mailed to

properties adjacent to the applicant's property.

FINANCIAL IMPACT: The current annual license fee for a Class GBPS Liquor License is \$1,600 and will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2024 Budget Book titled "Budget Overview & General Fund" on page 134. It is also the establishment's responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal ED-1 (Ensure a Broad Range of Employment Opportunities for all Residents), Objective ED-1.1 (Focus on Retention and Expansion of Existing Businesses)

Respectfully submitted for consideration.

Prepared by: Ashley Lara, Records & Licensing Specialist

ATTACHMENTS:

[CLK 5B Application_TravelCenters of America](#)

[CLK 5C Minutes_TravelCenters of America](#)

July 19, 2023

City Clerk Requirement Verification Memo

To: City Council

Re: TA OPERATING, LLC

D/B/A Name: TRAVELCENTERS OF AMERICA

NOTE: TA Operating's sole member is TravelCenters of America Inc. ("TA"), a publicly traded company on the NASDAQ. Effective on the Closing Date, TA will remain TA Operating's sole member, but it will no longer be publicly traded. BP p.l.c. ("BP") will become TA's ultimate parent company. BP is a publicly traded entity.

The City Clerk Department has reviewed the application of the above-mentioned applicant's submission. The required documents below were reviewed and considered suitable.

- Full, Completed Application
- Letter Outlining Change in Ownership
- Form K-6 from the U.S. Securities and Exchange Commission
- List of Executive Officers, Directors, and Sole Member
- Letter of Explanation of Change
- Paid \$400 Application Fee
 - **Date Paid: 06/19/2023**

Establishment currently holds the following additional licenses:

- Video Gaming
- Tobacco

The documents listed above are available for review upon request. If you have any questions or concerns, please feel free to reach out.

Ashley Lara
Records & Licensing Specialist

Liquor License Application

Applicant Business Contact Information: Please fill in your business information completely and legibly.

Legal Entity Name (Corporate/LLC Name)	TA Operating LLC
Doing Business As (DBA) OR Establishment Name <i>(Assumed names must be registered with the State of Illinois)</i>	TravelCenters of America
Legal Entity Address <i>(including City, State, and Zip)</i>	[REDACTED]
Legal Entity Phone Number	[REDACTED]
Legal Entity Email Address	[REDACTED]
Establishment Address including Zip	505 Truckers Lane, Bloomington, IL 61701
Establishment Phone Number	309-827-4676
Establishment Email Address	[REDACTED]
*Email Address for <u>ALL</u> City Communications:	dmichelson@ta-petro.com

*Note, that all City communications related to this Application and/or the resulting license, if approved, will be sent by email to the email designated for all City Communications. It is the responsibility of the business to notify the City of any changes.

BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

Primary Contact:

Name (First & Last)	City	State	Zip
Debra Michelson; Elena Hobson	[REDACTED]	[REDACTED]	[REDACTED]
Phone Number	Email Address		
[REDACTED]	[REDACTED]		

Contact Information for the Legal Entity's Agent: *(If applicable)*

Name (First & Last)	City	State	Zip
Adena Santiago	[REDACTED]	[REDACTED]	[REDACTED]
Phone Number	Email Address		
[REDACTED]	[REDACTED]		

Contact Information for the Establishment's General Manager: *(If different than above)*

Name (First & Last)	City	State	Zip
Hannah Marilyn Rose-Marie Hillier	[REDACTED]	[REDACTED]	[REDACTED]
Phone Number	Email Address		
[REDACTED]	[REDACTED]		

Applicants should review Chapter 6: Alcoholic Beverages (<https://ecode360.com/34403863>) of the Bloomington City Code for all requirements, obligations and information on liquor licensing.

Liquor License Fee Chart					
Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
PA	Package Sales – All Types of Liquor <i>(Fee applies to all except CA, EA, RA, or TA)</i>	\$600	\$1,200	\$650	\$1,300
PB	Package Sales – Beer and Wine Only	\$450	\$900	\$500	\$1,000
	<i>(Package Sales fee for CB, EB, RB, or TB, but no Package Sales fee applies to CA, EA, RA, or TA)</i>	\$112.50	\$225	\$150	\$300
S	Sunday <i>(Fee applies to all except CA & CB)</i>	\$275	\$550	\$300	\$600
	Curbside Pick-Up and Delivery of Alcohol	-	-	-	-
	Outdoor Consumption Area	-	-	-	-

Liquor License Fee Chart (cont.)

Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
CA	Clubs – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
CB	Clubs – Beer and Wine Only	\$400	\$800	\$450	\$900
EA	Entertainment/Recreational Sports Venue – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
EB	Entertainment/Recreational Sports Venue – Beer and Wine Only	\$400	\$800	\$450	\$900
GPB	Convenience Store (Package) – Beer and Wine Only	\$450	\$900	\$500	\$1,000
MA	Hotel/Motel – All Types of Liquor	\$600	\$1,200	\$650	\$1,300
MB	Hotel/Motel – Beer and Wine Only	\$375	\$750	\$425	\$850
RAP	Restaurant, All Types of Liquor, and Package Sales	\$1,200	\$2,400	\$1,350	\$2,700
RBP	Restaurant, Beer & Wine Only, and Package Sales	\$512.50	\$1,025	\$750	\$1,200
RA	Restaurant – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
RB	Restaurant – Beer and Wine Only	\$400	\$800	\$450	\$900
ST	Stadium – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
TAP	Tavern, All Types of Liquor, and Package Sales	\$1,200	\$2,400	\$1,350	\$2,700
TBP	Tavern, Beer and Wine Only, and Package Sales	\$512.50	\$1,025	\$750	\$1,200
TA	Tavern – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
TB	Tavern – Beer and Wine Only	\$400	\$800	\$450	\$900

The questions contained in this Application apply equally to all business owners, partners, officers, or members of the applicant business. If more space is needed to answer any question completely, please attach the additional information.

Status of Business Information:

- Check the applicable box which corresponds to your business's filing with the Illinois Secretary of State.

☐ Sole Proprietorship

☒ Limited Liability Company (LLC)

A copy of the Articles of Organization must be attached.

☐ Partnership (Date of Formation: _____)

☐ Corporation (Inc. or Corp.)

A copy of the Articles of Incorporation must be attached.

- Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.

- ☐ Yes **If Applicant is a Corporation or LLC:** Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? *If yes, please identify the individual(s) and explain:* _____
☒ No
☐ N/A

Business Owner/Operator: (Please circle Yes (Y) or No (N) where applicable.)

- I verify that all owners, partners, officers, members, and majority stockholders:

☒ Yes ☐ No Are 21 years of age or older.

☒ Yes ☒ No Are citizens of the United States.

☒ Yes ☒ No Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).

☒ Yes ☒ No Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.

☒ Yes ☒ No Have never been convicted of pandering or any other crime opposed to decency and morality.

- Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)

2A ☐ Yes ☒ No Are any of the persons listed under ownership a resident of McLean County?

2B ☒ Yes ☒ No Is the General Manager a resident of McLean County?

- ☐ Yes ☒ No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?

- ☐ Yes ☒ No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?



5. ☐ Yes ☒ No 5A ☒ Yes ☐ No Is the premises for which the license is sought owned? If not, does a valid lease to the premises for which the license is sought exist? *If so, a copy of the lease is required.*
- ☐ Yes ☒ No 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 in connection with the proposed sale of alcoholic beverages? *If yes, please explain:* _____

Nature of License:

- What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) Truck stop with convenience store.
- What class of liquor license is being sought? (See descriptions beginning on page 1.) PB
- ☒ Yes ☐ No Will the establishment offer Sunday Sales?
- ☐ Yes ☒ No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? (Package License Holders Only) See City Code Ch. 6 Sec. 32 for more details. <https://ecode360.com/34837503>
- ☐ Yes ☒ No Will the establishment offer an Outdoor Dining Area?
- State the reason the applicant desires a liquor license for the establishment: This is a currently licensed business. The Licensee is reporting a change in officers and privatization of
- If approved, how would the liquor license benefit the City and its residents? This is a licensed business previously approved by the City and determined to be a benefit to the City
- ☐ Yes ☒ No Will the establishment offer live entertainment in the establishment? *If yes, please explain:* _____
- ☒ Yes ☐ No Will the proposed or current establishment sell food?
- ☒ Yes ☐ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol? *If yes, what sources will such revenue be derived?* Sale of fuel and sundries.
- If approved, what license renewal billing cycle would be preferred? ☒ Annual ☐ Semi-Annual

Impact of Establishment:

- What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	12:00 AM	11:59 PM
Tuesday:	12:00 AM	11:59 PM
Wednesday:	12:00 AM	11:59 PM
Thursday:	12:00 AM	11:59 PM
Friday:	12:00 AM	11:59 PM
Saturday:	12:00 AM	11:59 PM
Sunday:	12:00 AM	11:59 PM

HOURS OF OPERATION
FOR LIQUOR SALES IS
WITHIN CODE LIMITS

- Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.) There are no other adjoining buildings or residences near the premises. There is a truck stop, gas stations,
 - If there are office or commercial buildings nearby, approximately what are their hours of operation? There are no other adjoining buildings or residences near the premises. The premises includes other
 - Is the area predominately residential, are they single or multi-family homes? There are no other adjoining buildings or residences near the premises. There is a truck stop, gas
- Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.) The premises is on a two lane road, Truckers Lane which runs parallel to I-74. The closest major intersection is Truckers Lane and West Market Street which is approximately 1 mile from the premises entrance.
- How much additional traffic is expected to be generated with a liquor license? Minimal additional traffic due to liquor sales at the premises.
- Describe any and all on- and off-street parking: There are 95 car parking spots in a lot immediately outside of the premises. Street parking is also
- How many establishments with liquor licenses are located within 500 ft. of the establishment? 0

**Responsibility:**

1. If the establishment **is presently in operation**, attach a financial statement of the establishment's last fiscal year.
2. If the establishment **is not presently in operation**, attach a financial statement showing ownerships personal assets and liabilities (or the entity's assets and liabilities).
3. ☒ Yes ☐ No Is the establishment eligible for a State of Illinois retail liquor dealer's license?
4. ☒ Yes ☐ No Has any owner, partner, officer, member, or majority stockholder ever held a liquor license?
4A If yes, please explain: See attached other interests rider.
5. ☐ Yes ☒ No If yes, has any owner, partner, officer, member, or majority stockholder ever been found guilty of violating Bloomington's Liquor Ordinance? *If yes, please explain:* _____
6. ☐ Yes ☒ No Has any owner, partner, officer, member, or majority stockholder ever had a liquor license revoked? *If yes, please explain:* _____
7. ☒ Yes ☐ No Has a similar application made by any of the persons of ownership ever been denied? *If yes, please explain:* As a result of over concentration, see attached other interests rider.
8. ☐ Yes ☒ No Has any other license type ever been revoked from any owner, partner, officer, member, or majority stockholder? *If yes, please explain:* _____

Please provide any additional information significant to this application:

Additional License Interests:

Are any of the below additional licenses of interest to the establishment?

- ☐ Yes ☒ No **Sidewalk Café License** (*Downtown Area Only*) Allows use of public sidewalk for serving food and beverages on the sidewalk immediately adjacent to the establishment.
- ☐ Yes ☒ No **Catering Liquor License** Allows liquor license holders to provide catering services to private parties.
- ☒ Yes ☐ No **Video Gaming License** Allows an establishment to have video gaming terminals and to conduct video gaming on the premises as defined by the Illinois Video Gaming Act.
- ☐ Yes ☒ No **Public Dancing License** Allows a for-profit establishment to offer dance privileges to the public.
- ☒ Yes ☐ No **Tobacco License** Allows retail sale of any cigar, cigarette, snuff, chewing tobacco, manufactured product of tobacco or tobacco in any form.

Please note that each of the above-mentioned licenses requires a separate application and most require additional documentation. Applications available via the City Clerk Department.

I, the undersigned, swear or affirm that:

1. I am authorized to sign as an owner, officer, or authorized agent, of the above listed establishment;
2. I declare that all the information included in this application, and any attachment hereto, is true and accurate to the best of my information, knowledge, and belief;
3. All applicants of the establishment are qualified and eligible to obtain the license applied for;
4. I have read and understand the requirements of the City of Bloomington Code pertaining to **Chapter 6: Alcoholic Beverages** <https://ecode360.com/34403863>; and
5. If approved, I certify in accordance with 235 ILCS 5/6-27.1 and City Code Chapter 6: Section 29, that all employees required to check IDs will become BASSET certified within 120 days of employment, that at least one BASSET Certified employee will be on the premises at all times, that all certifications will be kept on premises, and that all certifications will immediately be made available upon request by any law enforcement personnel.

Mark R. Young

EVP & General Counsel

Name (Please Print)

Title

5/31/23

Key: 5145a77d2eb37250b6755996445473

Signature

Date

Item 5. A. Public Hearing and Action on an Application from TA Operating, LLC, d/b/a Travel Centers of America #092, located at 505 Truckers Lane, Requesting Approval of a 100% Ownership Change Due to a Change in the Licensed Parent Company of a Class GBPS (Convenience Store, Beer & Wine Only, Package, and Sunday Sales) Liquor License.

Commissioner Meister opened the Public Hearing at 4:04 p.m.

There was no representative for this Item.

George Boyle, Asst. Corporation Counsel, explained the City Code stated that if the licensee was owned by a company that was traded on a national exchange and there was more than a 50% change in ownership, the City must be notified and approve the change. There was proper proof and notification from corporate attorneys for one of British Petroleum's derivatives that bought the parent company of Travel Centers, LLC.

Commissioner Meister closed the Public Hearing at 4:05 p.m.

Commissioner Meister positively recommended the Item to Council.

The following item was presented:

Item 5. B. Public Hearing and Action on an Application from The Vault on Washington, LLC, to be located at 110 W. Washington St., requesting the Creation of a Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License.

Commissioner Meister opened the Public Hearing at 4:06 p.m.

Robert Lens, Attorney for The Vault on Washington, LLC, after being sworn, addressed the Commission. He stated that this was a transfer of ownership. The applicants signed an agreement to purchase the building where Chasers was located. He stated that once they closed on the real estate transfer, Chaser's license would be surrendered, and the new license would be in effect.

Jennifer Adame, Co-Owner of The Vault on Washington LLC, after being sworn in, addressed the Commission. Ms. Adame stated her plan was to renovate the building but would run the bar in the basement to help finance it.

Commissioner Meister asked what the hours of operations would be. Ms. Adame stated the normal hours would be 10:00 p.m. to 2:00 a.m. Thursday through Saturday.

Commissioner Meister asked if the people serving alcohol would be Basset trained. Ms. Adame responded yes.

Commissioner Meister asked what the capacity was. Mr. Lens stated it would not be greater than what the present license holder was allowed.

George Boyle, Asst. Corporation Counsel, asked Ms. Adame who would manage the bar operations. Ms. Adame stated she and her husband would manage the bar and they planned to retain the current staff.

Mr. Boyle asked which days of the week they would be open. Ms. Adame stated they expected to be open on Thursdays, Fridays, and Saturdays unless there was a special event.

Mr. Boyle asked if they expect to have food. Ms. Adame answered no.

Mr. Boyle asked if they knew anyone in the bar business or if they had any experience. Ms. Adame stated they had no recent experience but had 30 years in management and that Ron Nurceshi, the current Manager of Chasers, agreed to help train them.



CONSENT AGENDA ITEM NO. 7.F.

ROUTING: August 14, 2023

PARTICIPATING: Ward 6

SUBJECT: Consideration and Action on an Application from The Vault on Washington, LLC, to be located at 110 W. Washington St., Requesting the Creation of a Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed License be approved.

STRATEGIC PLAN:
Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:
Objective 3b. Attraction of new targeted businesses that are the "right" fit for Bloomington

BACKGROUND: The Vault on Washington, LLC (Applicant), to be located at 110 E. Washington St., is requesting the Creation of a Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License. The applicant is purchasing the property that formally housed Chasers.

The ownership structure is reflected below:

Proposed Ownership Structure: Jennifer Adame, 50%; and Vicente Adame, 50%

If approved, a license can be issued contingent on an Affidavit of License Surrender being submitted by Europe, Inc., d/b/a Chasers. On July 11, 2023, the applicant appeared at the regular meeting of the Bloomington Liquor Commission. Draft minutes are attached. Commissioner Meister is positively recommending this application to the Council.

All license creations, amendments, or transfers are contingent upon compliance with all building, health, and safety codes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, a public notice was published on July 3, 2023, in *The Pantagraph*. 9 notices were mailed to properties adjacent to the applicant's property.

FINANCIAL IMPACT: The current annual license fee for a Class TAS Liquor License is \$3,300 and will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2024 Budget Book titled "Budget Overview & General Fund" on page 134. It is also the establishment's responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

AMERICAN RESCLE PLAN FINDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Jloomington Comprehensive Plan 2035: Goal ED-1 (Ensure a Broad Range of Employment Opportunities for all Residents), Objective ED-1.1 (Focus on Retention and Expansion of Existing Businesses)

Respectfully submitted for consideration.

Prepared by: Ashley Lara, Records & Licensing Specialist

ATTACHMENTS:

[CLK 4B Application_The Vault on Washington, LLC \(Creation TAS\)](#)

[CLK 4C Minutes_The Vault on Washington, LLC](#)

July 19, 2023

City Clerk Requirement Verification Memo

To: City Council

Re: THE VAULT ON WASHINGTON, LLC

D/B/A Name: N/A

The City Clerk Department has reviewed the application of the above-mentioned applicant's submission. The required documents below were reviewed and considered suitable.

- Full, Completed Application
- List of Owner Information (Name, Age & Address) and Percentage Owned
- Articles of Organization
- Operating Agreement
- Proof of Premises Ownership
- Personal Financial Statement
- Paid \$400 Application Fee
 - **Date Paid: 06/20/2023**

Due before License Issuance:

- Insurance
- Bond
- ECD Inspection
- Health Dept. Inspection

The documents listed above are available for review upon request. If you have any questions or concerns, please feel free to reach out.

Ashley Lara
Records & Licensing Specialist

Liquor License Application

Applicant Business Contact Information: Please fill in your business information completely and legibly.

Legal Entity Name (Corporate/LLC Name)	The Vault on Washington, LLC
Doing Business As (DBA) OR Establishment Name <i>(Assumed names must be registered with the State of Illinois)</i>	N/A
Legal Entity Address <i>(including City, State, and Zip)</i>	[REDACTED]
Legal Entity Phone Number	[REDACTED]
Legal Entity Email Address	[REDACTED]
Establishment Address including Zip	110 W WASHINGTON, BLOOMINGTON, IL 61701
Establishment Phone Number	NOT YET ESTABLISHED
Establishment Email Address	MAMABUG1972@AOL.COM
*Email Address for <u>ALL</u> City Communications:	[REDACTED]

*Note, that all City communications related to this Application and/or the resulting license, if approved, will be sent by email to the email designated for all City Communications. It is the responsibility of the business to notify the City of any changes.

BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

Primary Contact:

Name (First & Last)	City	State	Zip
JENNIFER ADAME	BLOOMINGTON	IL	61701
Phone Number	Email Address		
[REDACTED]	[REDACTED]		

Contact Information for the Legal Entity's Agent: *(If applicable)*

Name (First & Last)	City	State	Zip
LYNDEL ARMSTRONG	BLOOMINGTON	IL	61704
Phone Number	Email Address		
[REDACTED]	[REDACTED]		

Contact Information for the Establishment's General Manager: *(If different than above)*

Name (First & Last)	City	State	Zip
Phone Number	Email Address		

Applicants should review Chapter 6: Alcoholic Beverages (<https://ecode360.com/34403863>) of the Bloomington City Code for all requirements, obligations and information on liquor licensing.

Liquor License Fee Chart					
Class	Description	2020 Fees		2021 Fees	
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	<i>(Package Sales fee for CB, EB, RB, or TB, but no Package Sales fee applies to CA, EA, RA, or TA)</i>	\$112.50	\$225	\$150	\$300
S	Sunday <i>(Fee applies to all except CA & CB)</i>	\$275	\$550	\$300	\$600
	Curbside Pick-Up and Delivery of Alcohol	-	-	-	-
	Outdoor Consumption Area	-	-	-	-

Liquor License Fee Chart (cont.)

Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
CA	Clubs – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
CB	Clubs – Beer and Wine Only	\$400	\$800	\$450	\$900
EA	Entertainment/Recreational Sports Venue – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
EB	Entertainment/Recreational Sports Venue – Beer and Wine Only	\$400	\$800	\$450	\$900
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MB	Hotel/Motel – Beer and Wine Only	\$375	\$750	\$425	\$850
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RA	Restaurant – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
RB	Restaurant – Beer and Wine Only	\$400	\$800	\$450	\$900
ST	Stadium – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
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TBP	Tavern, Beer and Wine Only, and Package Sales	\$512.50	\$1,025	\$750	\$1,200
TA	Tavern – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
TB	Tavern – Beer and Wine Only	\$400	\$800	\$450	\$900

The questions contained in this Application apply equally to all business owners, partners, officers, or members of the applicant business. If more space is needed to answer any question completely, please attach the additional information.

Status of Business Information:

1. Check the applicable box which corresponds to your business's filing with the Illinois Secretary of State.

☐ **Sole Proprietorship**

☐ **Partnership** (Date of Formation: _____)

☒ **Limited Liability Company (LLC)**

☐ **Corporation** (Inc. or Corp.)

A copy of the Articles of Organization must be attached.

A copy of the Articles of Incorporation must be attached.

2. **Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.**

3. ☐ Yes **If Applicant is a Corporation or LLC:** Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? *If yes, please identify the individual(s) and explain:* _____
☒ No
☐ N/A

Business Owner/Operator: (Please circle Yes (Y) or No (N) where applicable.)

1. I verify that all owners, partners, officers, members, and majority stockholders:

☒ Yes ☐ No Are 21 years of age or older.

☒ Yes ☐ No Are citizens of the United States.

☒ Yes ☐ No Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).

☒ Yes ☐ No Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.

☒ Yes ☐ No Have never been convicted of pandering or any other crime opposed to decency and morality.

2. Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)

2A ☒ Yes ☐ No Are any of the persons listed under ownership a resident of McLean County?

2B ☒ Yes ☐ No Is the General Manager a resident of McLean County?

3. ☐ Yes ☒ No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?

4. ☐ Yes ☒ No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?



5. ☐ Yes ☒ No 5A ☒ Yes ☐ No If not, does a valid lease to the premises for which the license is sought exist?
If so, a copy of the lease is required.
- ☐ Yes ☒ No 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 in connection with the proposed sale of alcoholic beverages? If yes, please explain: N/A

Nature of License:

- What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) Tavern
- What class of liquor license is being sought? (See descriptions beginning on page 1.) TAS
- ☒ Yes ☐ No Will the establishment offer Sunday Sales?
- ☐ Yes ☒ No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? (Package License Holders Only)
See City Code Ch. 6 Sec. 32 for more details. <https://ecode360.com/34837503>
- ☐ Yes ☒ No Will the establishment offer an Outdoor Dining Area?
- State the reason the applicant desires a liquor license for the establishment: IT WILL FIT WITH OUR PLANS FOR THE REST OF THE BUILDING
- If approved, how would the liquor license benefit the City and its residents?
WE INTEND TO SERVE THE COMMUNITY WITH A GOOD OPERATION
- ☐ Yes ☒ No Will the establishment offer live entertainment in the establishment? If yes, please explain:
N/A
- ☐ Yes ☒ No Will the proposed or current establishment sell food?
- ☐ Yes ☒ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol?
If yes, what sources will such revenue be derived? N/A
- If approved, what license renewal billing cycle would be preferred? ☒ Annual ☐ Semi-Annual

Impact of Establishment:

- What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	N/A	N/A
Tuesday:	N/A	N/A
Wednesday:	N/A	N/A
Thursday:	6:00 PM	2:00 AM
Friday:	6:00 PM	2:00 AM
Saturday:	6:00 PM	2:00 AM
Sunday:	N/A	N/A

MUST CLOSE AT 1 AM PER CODE

- Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.)
MIXED COMMERCIAL AND RESIDENTIAL APARTMENTS / LOFTS
 - If there are office or commercial buildings nearby, approximately what are their hours of operation?
8:00 AM - 5:00 PM, MONDAY THROUGH FRIDAY
 - Is the area predominately residential, are they single or multi-family homes?
NOT APPLICABLE
- Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.)
WASHINGTON STREET TO THE NORTH; MAIN STREET TO THE EAST; FRONT STREET TO THE SOUTH; CENTER STREET TO THE WEST
- How much additional traffic is expected to be generated with a liquor license? NEGLIGIBLE ADDITIONAL TRAFFIC
- Describe any and all on- and off-street parking: ON STREET PARKING AND PARKING IN THE CITY OWNED GARAGES
- How many establishments with liquor licenses are located within 500 ft. of the establishment? 3

**Responsibility:**

1. If the establishment **is presently in operation**, attach a financial statement of the establishment's last fiscal year.
2. If the establishment **is not presently in operation**, attach a financial statement showing ownerships personal assets and liabilities (or the entity's assets and liabilities).
3. ☒ Yes ☒ No Is the establishment eligible for a State of Illinois retail liquor dealer's license?
4. ☐ Yes ☒ No Has any owner, partner, officer, member, or majority stockholder ever held a liquor license?
4A If yes, please explain: _____
5. ☐ Yes ☒ No If yes, has any owner, partner, officer, member, or majority stockholder ever been found guilty of violating Bloomington's Liquor Ordinance? *If yes, please explain:* _____
6. ☐ Yes ☒ No Has any owner, partner, officer, member, or majority stockholder ever had a liquor license revoked? *If yes, please explain:* _____
7. ☐ Yes ☒ No Has a similar application made by any of the persons of ownership ever been denied? *If yes, please explain:* _____
8. ☐ Yes ☒ No Has any other license type ever been revoked from any owner, partner, officer, member, or majority stockholder? *If yes, please explain:* _____

Please provide any additional information significant to this application:

THE PREMISES ARE UNDER CONTRACT TO BE SOLD TO MANAGER OF APPLICANT

Additional License Interests:

Are any of the below additional licenses of interest to the establishment?

- ☐ Yes ☒ No **Sidewalk Café License** (*Downtown Area Only*) Allows use of public sidewalk for serving food and beverages on the sidewalk immediately adjacent to the establishment.
- ☐ Yes ☒ No **Catering Liquor License** Allows liquor license holders to provide catering services to private parties.
- ☐ Yes ☒ No **Video Gaming License** Allows an establishment to have video gaming terminals and to conduct video gaming on the premises as defined by the Illinois Video Gaming Act.
- ☐ Yes ☒ No **Public Dancing License** Allows a for-profit establishment to offer dance privileges to the public.
- ☐ Yes ☒ No **Tobacco License** Allows retail sale of any cigar, cigarette, snuff, chewing tobacco, manufactured product of tobacco or tobacco in any form.

Please note that each of the above-mentioned licenses requires a separate application and most require additional documentation. Applications available via the City Clerk Department.

I, the undersigned, swear or affirm that:

1. I am authorized to sign as an owner, officer, or authorized agent, of the above listed establishment;
2. I declare that all the information included in this application, and any attachment hereto, is true and accurate to the best of my information, knowledge, and belief;
3. All applicants of the establishment are qualified and eligible to obtain the license applied for;
4. I have read and understand the requirements of the City of Bloomington Code pertaining to **Chapter 6: Alcoholic Beverages** <https://ecode360.com/34403863>; and
5. If approved, I certify in accordance with 235 ILCS 5/6-27.1 and City Code Chapter 6: Section 29, that all employees required to check IDs will become BASSET certified within 120 days of employment, that at least one BASSET Certified employee will be on the premises at all times, that all certifications will be kept on premises, and that all certifications will immediately be made available upon request by any law enforcement personnel.

THE VAULT ON WASHINGTON, LLC

MANAGER

Name (Please Print)

Title

JUNE 12, 2023

Signature

Date

Item 5. A. Public Hearing and Action on an Application from TA Operating, LLC, d/b/a Travel Centers of America #092, located at 505 Truckers Lane, Requesting Approval of a 100% Ownership Change Due to a Change in the Licensed Parent Company of a Class GBPS (Convenience Store, Beer & Wine Only, Package, and Sunday Sales) Liquor License.

Commissioner Meister opened the Public Hearing at 4:04 p.m.

There was no representative for this Item.

George Boyle, Asst. Corporation Counsel, explained the City Code stated that if the licensee was owned by a company that was traded on a national exchange and there was more than a 50% change in ownership, the City must be notified and approve the change. There was proper proof and notification from corporate attorneys for one of British Petroleum's derivatives that bought the parent company of Travel Centers, LLC.

Commissioner Meister closed the Public Hearing at 4:05 p.m.

Commissioner Meister positively recommended the Item to Council.

The following item was presented:

Item 5. B. Public Hearing and Action on an Application from The Vault on Washington, LLC, to be located at 110 W. Washington St., requesting the Creation of a Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License.

Commissioner Meister opened the Public Hearing at 4:06 p.m.

Robert Lens, Attorney for The Vault on Washington, LLC, after being sworn, addressed the Commission. He stated that this was a transfer of ownership. The applicants signed an agreement to purchase the building where Chasers was located. He stated that once they closed on the real estate transfer, Chaser's license would be surrendered, and the new license would be in effect.

Jennifer Adame, Co-Owner of The Vault on Washington LLC, after being sworn in, addressed the Commission. Ms. Adame stated her plan was to renovate the building but would run the bar in the basement to help finance it.

Commissioner Meister asked what the hours of operations would be. Ms. Adame stated the normal hours would be 10:00 p.m. to 2:00 a.m. Thursday through Saturday.

Commissioner Meister asked if the people serving alcohol would be Basset trained. Ms. Adame responded yes.

Commissioner Meister asked what the capacity was. Mr. Lens stated it would not be greater than what the present license holder was allowed.

George Boyle, Asst. Corporation Counsel, asked Ms. Adame who would manage the bar operations. Ms. Adame stated she and her husband would manage the bar and they planned to retain the current staff.

Mr. Boyle asked which days of the week they would be open. Ms. Adame stated they expected to be open on Thursdays, Fridays, and Saturdays unless there was a special event.

Mr. Boyle asked if they expect to have food. Ms. Adame answered no.

Mr. Boyle asked if they knew anyone in the bar business or if they had any experience. Ms. Adame stated they had no recent experience but had 30 years in management and that Ron Nurceshi, the current Manager of Chasers, agreed to help train them.

Mr. Boyle asked if they have experience in real estate and owning commercial rental properties. Ms. Adame stated they had experience in commercial and residential properties. Ms. Adame noted they had an appointment with the Health Department for the bar as well.

Commissioner Meister asked if they planned on having live music. Ms. Adame responded no but would have DJs.

Commissioner Meister closed the Public Hearing at 4:12 p.m.

Commissioner Meister positively recommended the Item to Council.

The following item was presented:

Item 5. C. Public Hearing and Action on an Application from Vera & Buck Floral Studio, LLC d/b/a Vera & Buck to be located at 115 E. Monroe St., requesting the Creation of a Class TBP (Tavern, Beer & Wine Only, and Package Sales) Liquor License.

Commissioner Meister opened the Public Hearing at 4:13 p.m.

Margaret McCormick, Owner of Vera & Buck Floral Studio, LLC, after being sworn, addressed the Commission. Ms. McCormick stated they have been in business for five years and they were first and foremost a floral studio that does everyday flowers, weddings, and events, but they had a shoppable atmosphere with home decor. Ms. McCormick stated they have seen an increase of trends popping up and wanted to bring in a new shopping experience for the community. She expressed that with the new opportunity, they wanted to bring in a wine bar so people could enjoy Downtown or pick up flowers while enjoying a glass of wine. Ms. McCormick stated that they did not expect to have more than 20 - 25 people and do not plan on being open past 7:00 p.m. Tuesday through Friday. She also stated on Saturdays, they would only be open until 2:00 p.m. Ms. McCormick explained this would be a stop for people before their final destination.

Commissioner Meister asked if people serving alcohol would be BASSET trained. Ms. McCormick stated that she and her mother, Lori McCormick, would serve alcohol and were both already BASSET trained.

Commissioner Meister asked if they had any experience serving alcohol. Ms. McCormick responded yes and stated she worked part-time serving for The Castle Theater.

Commissioner Meister stated the Commission and the Applicant received a map that indicated the establishment met the required distance from a nearby church. Mr. Boyle clarified it was right outside the 100-foot distance. He stated that the Ordinance generally prohibits a 100-foot distance, but the Liquor Commissioner can grant the exception if the Commissioner felt it was warranted.

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

Commissioner Meister positively recommended the Item to Council.

The following item was presented:

Item 5.D. Public Hearing and Action on an Application from Revery Bloomington, LLC d/b/a Revery, to be located at 704 McGregor St., requesting the Creation of a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License.

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

Mark Henrichs, Owner of Revery Bloomington, LLC, after being sworn, addressed the Commission. Mr. Henrichs stated he planned to take over the old Ozark House on McGregor



CONSENT AGENDA ITEM NO. 7.F.

ROU COLNCIW August 14, 2023

P AUD IMBACTED: Ward 6

SLJKECT: Consideration and Action on an Application from Vera & Buck Floral Studio, LLC, d/b/a Vera & Buck, located at 115 E. Monroe St., Requesting the Creation of a Class TBP (Tavern, Beer & Wine Only, and Package Sales) Liquor License, as requested by the City Clerk Department.

UECOMMENDED MOTION: The proposed License be approved.

STUATEGIC BWAN WNF:

Goal 3. Grow the Local Economy

STUATEGIC BWAN SIGNIRICANCE:

Objective 3b. Attraction of new targeted businesses that are the "right" fit for Bloomington

JACFGUOLND: Vera & Buck Floral Studio, LLC (Applicant), is a flower shop located at 115 E. Monroe St. that has applied for a liquor license to be able to serve beer and wine to their guests. The Applicant is requesting the creation of a Class TBP (Tavern, Beer & Wine Only, and Package Sales) Liquor License.

On July 11, 2023, the applicant appeared at the regular meeting of the Bloomington Liquor Commission. Draft minutes are attached. Commissioner Meister is positively recommending this application to the Council.

All license creations, amendments, or transfers are contingent upon compliance with all building, health, and safety codes.

COMMLNITY GUOLBS/INTEUESTED BEUSONS CONTACTED: In accordance with City Code, a public notice was published on July 3, 2023, in *The Pantagraph*. 153 notices were mailed to properties within 500 feet of the applicant's property.

RINANCIAWIMBACT: The current annual license fee for a Class TBP Liquor License is \$1,200 and will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2024 Budget Book titled "Budget Overview & General Fund" on page 134. It is also the establishment's responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

AMEUICAN UESCLE BWAN RLNDING IMBACT: N/A

COMMLNITY DEVEVOBMENT IMBACT: This request meets the following goals and objectives of the Jloomington Comprehensive Blan 2035: Goal ED-1 (Ensure a Broad Range of Employment Opportunities for all Residents), Objective ED-1.1 (Focus on Retention and Expansion of Existing Businesses)

Respectfully submitted for consideration.

Prepared by: Ashley Lara, Records & Licensing Specialist

ATTACHMENTS:

[CLK 3B Application_Vera & Buck](#)

[CLK 3C Minutes_Vera & Buck](#)

July 19, 2023

City Clerk Requirement Verification Memo

To: City Council

Re: VERA & BUCK FLORAL STUDIO, LLC

D/B/A Name: VERA & BUCK

The City Clerk Department has reviewed the application of the above-mentioned applicant's submission. The required documents below were reviewed and considered suitable.

- Full, Completed Application
- List of Owner Information (Name, Age & Address) and Percentage Owned
- Proof of Assumed Name Registered with the State of IL
- Lease Agreements:
 - Term: 01/01/2021 – 12/31/2023
 - Term: 01/01/2024 – 12/31/2026
- Articles of Organization
- Computer Generated Site/Floor Plan
- Certificate/Proof of Good Standing with the State of IL
- Paid \$400 Application Fee
 - **Date Paid: 06/26/2023**

Due before License Issuance:

- Insurance
- Bond
- ECD Inspection
- Health Dept. Inspection

The documents listed above are available for review upon request. If you have any questions or concerns, please feel free to reach out.

Ashley Lara
Records & Licensing Specialist



Liquor License Application

Applicant Business Contact Information: Please fill in your business information completely and legibly.

Legal Entity Name (Corporate/LLC Name)	Vera & Buck Floral Studio
Doing Business As (DBA) OR Establishment Name <i>(Assumed names must be registered with the State of Illinois)</i>	Vera & Buck Floral
Legal Entity Address <i>(including City, State, and Zip)</i>	115 E Monroe St. Bloomington IL 61701
Legal Entity Phone Number	309-232-8031
Legal Entity Email Address	meg@verabuck.com
Establishment Address including Zip	115 E Monroe St. Bloomington IL 61701
Establishment Phone Number	309-232-8031
Establishment Email Address	meg@verabuck.com
*Email Address for <u>ALL</u> City Communications:	meg@verabuck.com

*Note, that all City communications related to this Application and/or the resulting license, if approved, will be sent by email to the email designated for all City Communications. It is the responsibility of the business to notify the City of any changes.

BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

Primary Contact:

Name (First & Last)	City	State	Zip
Meg McCormick			
Phone Number	Email Address		
	meg@verabuck.com		

Contact Information for the Legal Entity's Agent: *(If applicable)*

Name (First & Last)	City	State	Zip
Phone Number	Email Address		

Contact Information for the Establishment's General Manager: *(If different than above)*

Name (First & Last)	City	State	Zip
Phone Number	Email Address		

Applicants should review Chapter 6: Alcoholic Beverages (<https://ecode360.com/34403863>) of the Bloomington City Code for all requirements, obligations and information on liquor licensing.

Liquor License Fee Chart					
Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
PA	Package Sales – All Types of Liquor <i>(Fee applies to all except CA, EA, RA, or TA)</i>	\$600	\$1,200	\$650	\$1,300
PB	Package Sales – Beer and Wine Only	\$450	\$900	\$500	\$1,000
	<i>(Package Sales fee for CB, EB, RB, or TB, but no Package Sales fee applies to CA, EA, RA, or TA)</i>	\$112.50	\$225	\$150	\$300
S	Sunday <i>(Fee applies to all except CA & CB)</i>	\$275	\$550	\$300	\$600
	Curbside Pick-Up and Delivery of Alcohol	-	-	-	-
	Outdoor Consumption Area	-	-	-	-

Liquor License Fee Chart (cont.)					
Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
CA	Clubs – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
CB	Clubs – Beer and Wine Only	\$400	\$800	\$450	\$900
EA	Entertainment/Recreational Sports Venue – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
EB	Entertainment/Recreational Sports Venue – Beer and Wine Only	\$400	\$800	\$450	\$900
GPB	Convenience Store (Package) – Beer and Wine Only	\$450	\$900	\$500	\$1,000
MA	Hotel/Motel – All Types of Liquor	\$600	\$1,200	\$650	\$1,300
MB	Hotel/Motel – Beer and Wine Only	\$375	\$750	\$425	\$850
RAP	Restaurant, All Types of Liquor, and Package Sales	\$1,200	\$2,400	\$1,350	\$2,700
RBP	Restaurant, Beer & Wine Only, and Package Sales	\$512.50	\$1,025	\$750	\$1,200
RA	Restaurant – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
RB	Restaurant – Beer and Wine Only	\$400	\$800	\$450	\$900
ST	Stadium – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
TAP	Tavern, All Types of Liquor, and Package Sales	\$1,200	\$2,400	\$1,350	\$2,700
TBP	Tavern, Beer and Wine Only, and Package Sales	\$512.50	\$1,025	\$750	\$1,200
TA	Tavern – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
TB	Tavern – Beer and Wine Only	\$400	\$800	\$450	\$900

The questions contained in this Application apply equally to all business owners, partners, officers, or members of the applicant business. If more space is needed to answer any question completely, please attach the additional information.

Status of Business Information:

1. Check the applicable box which corresponds to your business's filing with the Illinois Secretary of State.

☐ Sole Proprietorship

☒ Limited Liability Company (LLC)

A copy of the Articles of Organization must be attached.

☐ Partnership (Date of Formation: _____)

☐ Corporation (Inc. or Corp.)

A copy of the Articles of Incorporation must be attached.

2. Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.

3. ☐ Yes ☒ No **If Applicant is a Corporation or LLC:** Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? If yes, please identify the individual(s) and explain: _____
☐ N/A

Business Owner/Operator: (Please circle Yes (Y) or No (N) where applicable.)

1. I verify that all owners, partners, officers, members, and majority stockholders:

☒ Yes ☐ No Are 21 years of age or older.

☒ Yes ☐ No Are citizens of the United States.

☒ Yes ☐ No Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).

☒ Yes ☐ No Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.

☒ Yes ☐ No Have never been convicted of pandering or any other crime opposed to decency and morality.

2. Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)

2A ☒ Yes ☐ No Are any of the persons listed under ownership a resident of McLean County?

2B ☒ Yes ☐ No Is the General Manager a resident of McLean County?

3. ☐ Yes ☒ No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?

4. ☒ Yes ☐ No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?



5. ☐ Yes ☒ No 5A ☒ Yes ☐ No Is the premises for which the license is sought owned? If not, does a valid lease to the premises for which the license is sought exist? *If so, a copy of the lease is required.*
- ☒ Yes ☐ No 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 in connection with the proposed sale of alcoholic beverages? *If yes, please explain:* From our East facing window we are approximately 71 feet from the outer wall of Second Pres Church. We will not be

Nature of License:

- What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) Wine Bar
- What class of liquor license is being sought? (See descriptions beginning on page 1.) TBP
- ☐ Yes ☒ No Will the establishment offer Sunday Sales?
- ☐ Yes ☒ No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? (Package License Holders Only) See City Code Ch. 6 Sec. 32 for more details. <https://ecode360.com/34837503>
- ☐ Yes ☒ No Will the establishment offer an Outdoor Dining Area?
- State the reason the applicant desires a liquor license for the establishment: We find the relationship between wine and flowers to be a perfect match.
- If approved, how would the liquor license benefit the City and its residents? We wish to add a unique experience to Downtown patrons to shop beautiful accents, enjoy a glass of
- ☐ Yes ☒ No Will the establishment offer live entertainment in the establishment? *If yes, please explain:*
- ☐ Yes ☒ No Will the proposed or current establishment sell food?
- ☒ Yes ☐ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol? *If yes, what sources will such revenue be derived?* Flowers and Home Accents
- If approved, what license renewal billing cycle would be preferred? ☒ Annual ☐ Semi-Annual

Impact of Establishment:

- What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	Closed	Closed
Tuesday:	11am	4pm
Wednesday:	11am	5pm
Thursday:	11am	7pm
Friday:	11am	7pm
Saturday:	10am	2pm
Sunday:	Closed	Closed
- Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.) Mixed
 - If there are office or commercial buildings nearby, approximately what are their hours of operation? 9am-5pm
 - Is the area predominately residential, are they single or multi-family homes? Multi-Family
- Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.) East Monroe - two street with parallel parking on both sides with 90min restrictions Monday - Friday approx: 40 feet wide/// East Street - One way going North, 4 lanes approx: 40ft wide
- How much additional traffic is expected to be generated with a liquor license? None
- Describe any and all on- and off-street parking: Parallel parking on either side of East Monroe with more street parking and garage parking a couple
- How many establishments with liquor licenses are located within 500 ft. of the establishment? ~~None~~ SEVERAL



Responsibility:

1. If the establishment **is presently in operation**, attach a financial statement of the establishment's last fiscal year.
2. If the establishment **is not presently in operation**, attach a financial statement showing ownerships personal assets and liabilities (or the entity's assets and liabilities).
3. ☒ Yes ☐ No Is the establishment eligible for a State of Illinois retail liquor dealer's license?
4. ☐ Yes ☒ No Has any owner, partner, officer, member, or majority stockholder ever held a liquor license?
4A If yes, please explain: _____
5. ☐ Yes ☒ No If yes, has any owner, partner, officer, member, or majority stockholder ever been found guilty of violating Bloomington's Liquor Ordinance? *If yes, please explain:* _____
6. ☐ Yes ☒ No Has any owner, partner, officer, member, or majority stockholder ever had a liquor license revoked? *If yes, please explain:* _____
7. ☐ Yes ☒ No Has a similar application made by any of the persons of ownership ever been denied? *If yes, please explain:* _____
8. ☐ Yes ☒ No Has any other license type ever been revoked from any owner, partner, officer, member, or majority stockholder? *If yes, please explain:* _____

Please provide any additional information significant to this application:

Additional License Interests:

Are any of the below additional licenses of interest to the establishment?

- ☐ Yes ☒ No **Sidewalk Café License** (*Downtown Area Only*) Allows use of public sidewalk for serving food and beverages on the sidewalk immediately adjacent to the establishment.
- ☐ Yes ☒ No **Catering Liquor License** Allows liquor license holders to provide catering services to private parties.
- ☐ Yes ☒ No **Video Gaming License** Allows an establishment to have video gaming terminals and to conduct video gaming on the premises as defined by the Illinois Video Gaming Act.
- ☐ Yes ☒ No **Public Dancing License** Allows a for-profit establishment to offer dance privileges to the public.
- ☐ Yes ☒ No **Tobacco License** Allows retail sale of any cigar, cigarette, snuff, chewing tobacco, manufactured product of tobacco or tobacco in any form.

Please note that each of the above-mentioned licenses requires a separate application and most require additional documentation. Applications available via the City Clerk Department.

I, the undersigned, swear or affirm that:

1. I am authorized to sign as an owner, officer, or authorized agent, of the above listed establishment;
2. I declare that all the information included in this application, and any attachment hereto, is true and accurate to the best of my information, knowledge, and belief;
3. All applicants of the establishment are qualified and eligible to obtain the license applied for;
4. I have read and understand the requirements of the City of Bloomington Code pertaining to **Chapter 6: Alcoholic Beverages** <https://ecode360.com/34403863>; and
5. If approved, I certify in accordance with 235 ILCS 5/6-27.1 and City Code Chapter 6: Section 29, that all employees required to check IDs will become BASSET certified within 120 days of employment, that at least one BASSET Certified employee will be on the premises at all times, that all certifications will be kept on premises, and that all certifications will immediately be made available upon request by any law enforcement personnel.

Meg McCormick

Owner

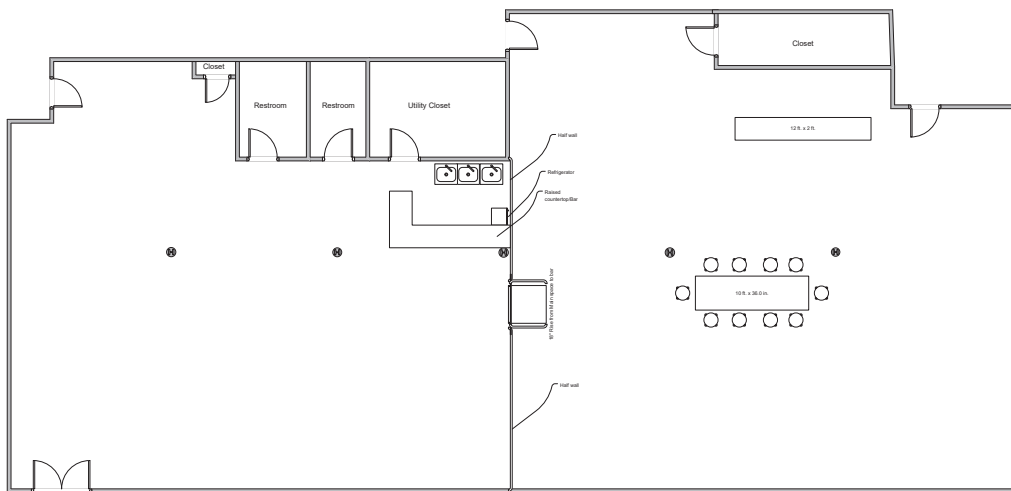
Name (Please Print)

Title

6/9/23

Signature

Date



Mr. Boyle asked if they have experience in real estate and owning commercial rental properties. Ms. Adame stated they had experience in commercial and residential properties. Ms. Adame noted they had an appointment with the Health Department for the bar as well.

Commissioner Meister asked if they planned on having live music. Ms. Adame responded no but would have DJs.

Commissioner Meister closed the Public Hearing at 4:12 p.m.

Commissioner Meister positively recommended the Item to Council.

The following item was presented:

Item 5. C. Public Hearing and Action on an Application from Vera & Buck Floral Studio, LLC d/b/a Vera & Buck to be located at 115 E. Monroe St., requesting the Creation of a Class TBP (Tavern, Beer & Wine Only, and Package Sales) Liquor License.

Commissioner Meister opened the Public Hearing at 4:13 p.m.

Margaret McCormick, Owner of Vera & Buck Floral Studio, LLC, after being sworn, addressed the Commission. Ms. McCormick stated they have been in business for five years and they were first and foremost a floral studio that does everyday flowers, weddings, and events, but they had a shoppable atmosphere with home decor. Ms. McCormick stated they have seen an increase of trends popping up and wanted to bring in a new shopping experience for the community. She expressed that with the new opportunity, they wanted to bring in a wine bar so people could enjoy Downtown or pick up flowers while enjoying a glass of wine. Ms. McCormick stated that they did not expect to have more than 20 - 25 people and do not plan on being open past 7:00 p.m. Tuesday through Friday. She also stated on Saturdays, they would only be open until 2:00 p.m. Ms. McCormick explained this would be a stop for people before their final destination.

Commissioner Meister asked if people serving alcohol would be BASSET trained. Ms. McCormick stated that she and her mother, Lori McCormick, would serve alcohol and were both already BASSET trained.

Commissioner Meister asked if they had any experience serving alcohol. Ms. McCormick responded yes and stated she worked part-time serving for The Castle Theater.

Commissioner Meister stated the Commission and the Applicant received a map that indicated the establishment met the required distance from a nearby church. Mr. Boyle clarified it was right outside the 100-foot distance. He stated that the Ordinance generally prohibits a 100-foot distance, but the Liquor Commissioner can grant the exception if the Commissioner felt it was warranted.

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

Commissioner Meister positively recommended the Item to Council.

The following item was presented:

Item 5.D. Public Hearing and Action on an Application from Revery Bloomington, LLC d/b/a Revery, to be located at 704 McGregor St., requesting the Creation of a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License.

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

Mark Henrichs, Owner of Revery Bloomington, LLC, after being sworn, addressed the Commission. Mr. Henrichs stated he planned to take over the old Ozark House on McGregor



CONSENT AGENDA ITEM NO. 7.F.

ROU COL NCIF: August 14, 2023

WAUD IMPACTED: Ward 4

SLBJECT: Consideration and Action on an Application from Revery Bloomington, LLC, d/b/a Revery, to be located at 704 McGregor St., Requesting the Creation of a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

UECOMMENDED MOTION: The proposed License be approved.

STUATEGIC PFAN FINK:

Goal 3. Grow the Local Economy

STUATEGIC PFAN SIGNIRICANCE:

Objective 3b. Attraction of new targeted businesses that are the "right" fit for Bloomington

BACKGUOLND: Revery Bloomington, LLC, d/b/a Revery, (Applicant), to be located at 704 McGregor St., is requesting the creation of a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License. The applicant will be housed in the former Ozark House.

Ownership consists of Mark Henrichs, 100%.

On July 11, 2023, the Applicant appeared at the regular meeting of the Bloomington Liquor Commission. Draft minutes of the meeting are attached. Commissioner Meister is positively recommending this application to the Council.

All license creations, amendments, or transfers are contingent upon compliance with all building, health, and safety codes.

COMMLNITY GUOL PS/INTEUESTED PEUSONS CONTACTED: In accordance with City Code, a public notice was published on July 3, 2023, in *The Pantagraph*. 9 notices were mailed to properties adjacent to the applicant's property.

RINANCIAF IMPACT: The current annual license fee for a Class RAS Liquor License is \$3,300 and will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2024 Budget Book titled "Budget Overview & General Fund" on page 134. It is also the establishment's responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

AMEUCAN UESCLE PFAN RLNDING IMPACT: N/A

COMMLNITY DEVEFOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal ED-1 (Ensure a Broad Range of Employment Opportunities for all Residents), Objective ED-1.1 (Focus on Retention and Expansion of Existing Businesses)

Respectfully submitted for consideration.

Prepared by: Ashley Lara, Records & Licensing Specialist

ATTACHMENTS:

[CLK 2B Application_Revery \(Creation RAS\)](#)

[CLK 2C Minutes_Revery](#)

July 19, 2023

City Clerk Requirement Verification Memo

To: City Council

Re: REVERY BLOOMINGTON, LLC

D/B/A Name: REVERY

The City Clerk Department has reviewed the application of the above-mentioned applicant's submission. The required documents below were reviewed and considered suitable.

- Full, Completed Application
- List of Owner Information (Name, Age & Address) and Percentage Owned
- Certificate/Proof of Good Standing with the State of IL
- Premise Verification
- Articles of Organization
- Paid \$400 Application Fee
 - Date Paid: 06/06/2023

Establishment expressed interest in the following additional licenses:

- Video Gaming

Due before License Issuance:

- Insurance
- Bond
- ECD Inspection
- Health Dept. Inspection

The documents listed above are available for review upon request. If you have any questions or concerns, please feel free to reach out.

Ashley Lara
Records & Licensing Specialist



Liquor License Application

Applicant Business Contact Information: Please fill in your business information completely and legibly.

Legal Entity Name (Corporate/LLC Name)	XXXXXXXXXX REVERY BLOOMINGTON LLC
Doing Business As (DBA) OR Establishment Name <i>(Assumed names must be registered with the State of Illinois)</i>	Revery
Legal Entity Address <i>(including City, State, and Zip)</i>	
Legal Entity Phone Number	
Legal Entity Email Address	
Establishment Address including Zip	704 McGregor St Bloomington IL 61701
Establishment Phone Number	3098265343
Establishment Email Address	Info@reverybloomington.com
*Email Address for <u>ALL</u> City Communications:	

*Note, that all City communications related to this Application and/or the resulting license, if approved, will be sent by email to the email designated for all City Communications. It is the responsibility of the business to notify the City of any changes.

BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

Primary Contact:

Name (First & Last)	City	State	Zip
Mark Henrichs			
Phone Number	Email Address		

Contact Information for the Legal Entity's Agent: *(If applicable)*

Name (First & Last)	City	State	Zip
sue henrichs			
Phone Number	Email Address		

Contact Information for the Establishment's General Manager: *(If different than above)*

Name (First & Last)	City	State	Zip
Phone Number	Email Address		

Applicants should review Chapter 6: Alcoholic Beverages (<https://ecode360.com/34403863>) of the Bloomington City Code for all requirements, obligations and information on liquor licensing.

Liquor License Fee Chart					
Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
PA	Package Sales – All Types of Liquor <i>(Fee applies to all except CA, EA, RA, or TA)</i>	\$600	\$1,200	\$650	\$1,300
PB	Package Sales – Beer and Wine Only	\$450	\$900	\$500	\$1,000
	<i>(Package Sales fee for CB, EB, RB, or TB, but no Package Sales fee applies to CA, EA, RA, or TA)</i>	\$112.50	\$225	\$150	\$300
S	Sunday <i>(Fee applies to all except CA & CB)</i>	\$275	\$550	\$300	\$600
	Curbside Pick-Up and Delivery of Alcohol	-	-	-	-
	Outdoor Consumption Area	-	-	-	-

Liquor License Fee Chart (cont.)					
Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
CA	Clubs – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
CB	Clubs – Beer and Wine Only	\$400	\$800	\$450	\$900
EA	Entertainment/Recreational Sports Venue – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
EB	Entertainment/Recreational Sports Venue – Beer and Wine Only	\$400	\$800	\$450	\$900
GPB	Convenience Store (Package) – Beer and Wine Only	\$450	\$900	\$500	\$1,000
MA	Hotel/Motel – All Types of Liquor	\$600	\$1,200	\$650	\$1,300
MB	Hotel/Motel – Beer and Wine Only	\$375	\$750	\$425	\$850
RAP	Restaurant, All Types of Liquor, and Package Sales	\$1,200	\$2,400	\$1,350	\$2,700
RBP	Restaurant, Beer & Wine Only, and Package Sales	\$512.50	\$1,025	\$750	\$1,200
RA	Restaurant – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
RB	Restaurant – Beer and Wine Only	\$400	\$800	\$450	\$900
ST	Stadium – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
TAP	Tavern, All Types of Liquor, and Package Sales	\$1,200	\$2,400	\$1,350	\$2,700
TBP	Tavern, Beer and Wine Only, and Package Sales	\$512.50	\$1,025	\$750	\$1,200
TA	Tavern – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
TB	Tavern – Beer and Wine Only	\$400	\$800	\$450	\$900

The questions contained in this Application apply equally to all business owners, partners, officers, or members of the applicant business. If more space is needed to answer any question completely, please attach the additional information.

Status of Business Information:

- Check the applicable box which corresponds to your business's filing with the Illinois Secretary of State.

☒ Sole Proprietorship

☐ Partnership (Date of Formation: _____)

☒ Limited Liability Company (LLC)

☐ Corporation (Inc. or Corp.)

A copy of the Articles of Organization must be attached.

A copy of the Articles of Incorporation must be attached.

- Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.

- ☒ Yes ☒ No **If Applicant is a Corporation or LLC:** Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? *If yes, please identify the individual(s) and explain:* _____

☐ N/A

Business Owner/Operator: (Please circle Yes (Y) or No (N) where applicable.)

- I verify that all owners, partners, officers, members, and majority stockholders:

☒ Yes ☐ No Are 21 years of age or older.

☒ Yes ☐ No Are citizens of the United States.

☒ Yes ☒ No Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).

☒ Yes ☒ No Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.

☒ Yes ☒ No Have never been convicted of pandering or any other crime opposed to decency and morality.

- Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)

2A ☒ Yes ☐ No Are any of the persons listed under ownership a resident of McLean County?

2B ☒ Yes ☐ No Is the General Manager a resident of McLean County?

- ☐ Yes ☒ No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?

- ☐ Yes ☒ No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?



5. ☒ Yes ☐ No Is the premises for which the license is sought owned?
 5A ☐ Yes ☒ No If not, does a valid lease to the premises for which the license is sought exist?
If so, a copy of the lease is required.
☐ Yes ☒ No 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 in connection with the proposed sale of alcoholic beverages? *If yes, please explain:* _____

Nature of License:

- What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) Restaurant/Lounge/Event Center
- What class of liquor license is being sought? (See descriptions beginning on page 1.) RA
- ☒ Yes ☐ No Will the establishment offer Sunday Sales?
- ☐ Yes ☒ No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? (Package License Holders Only) See City Code Ch. 6 Sec. 32 for more details. <https://ecode360.com/34837503>
- ☐ Yes ☒ No Will the establishment offer an Outdoor Dining Area?
- State the reason the applicant desires a liquor license for the establishment: _____
 Chef Driven Restaurant with Upscale Cocktail and Wine Pairings to compliment food
- If approved, how would the liquor license benefit the City and its residents? _____
 Offering an unique upscale dining establishment that will employ 40+ residents
- ☒ Yes ☐ No Will the establishment offer live entertainment in the establishment? *If yes, please explain:* _____
 music artists for background music
- ☒ Yes ☐ No Will the proposed or current establishment sell food?
- ☒ Yes ☐ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol? *If yes, what sources will such revenue be derived?* _____
 Historical Food Sales at our other location in Indiana average \$800,000 - \$1mil in food sales
- If approved, what license renewal billing cycle would be preferred? ☒ Annual ☐ Semi-Annual

Impact of Establishment:

- What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	closed	closed
Tuesday:	5pm	9:30pm
Wednesday:	5pm	9:30pm
Thursday:	5pm	9:30pm
Friday:	5pm	11pm
Saturday:	5pm	11pm
Sunday:	7am	2pm

- Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.)
 Golf Course and salon mixed with residential
 2A. If there are office or commercial buildings nearby, approximately what are their hours of operation?
 Salon nextdoor 9am-8pm Golf Coarse 6am-9pm
 2B. Is the area predominately residential, are they single or multi-family homes?
 residential single family homes it appears
- Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.)
 2-way streets with golf coarse across the street. we have very large parking lot capable of handling all of the customers dining at our establishment
- How much additional traffic is expected to be generated with a liquor license?
 this was a former restaurant called the ozark house that closed in dec of 2022. should be equal to prior
- Describe any and all on- and off-street parking:
~~none~~ LARGE PARKING LOT
- How many establishments with liquor licenses are located within 500 ft. of the establishment? 0

Responsibility:

1. If the establishment **is presently in operation**, attach a financial statement of the establishment's last fiscal year.
2. If the establishment **is not presently in operation**, attach a financial statement showing ownerships personal assets and liabilities (or the entity's assets and liabilities).
3. ☒ Yes ☐ No Is the establishment eligible for a State of Illinois retail liquor dealer's license?
4. ☒ Yes ☐ No Has any owner, partner, officer, member, or majority stockholder ever held a liquor license?
 4A If yes, please explain: owner currently holds 2 liquor licensees in the state of indiana for the past 8 years.
5. ☐ Yes ☒ No If yes, has any owner, partner, officer, member, or majority stockholder ever been found guilty of violating Bloomington's Liquor Ordinance? *If yes, please explain:* _____
6. ☐ Yes ☒ No Has any owner, partner, officer, member, or majority stockholder ever had a liquor license revoked? *If yes, please explain:* _____
7. ☐ Yes ☒ No Has a similar application made by any of the persons of ownership ever been denied? *If yes, please explain:* _____
8. ☐ Yes ☒ No Has any other license type ever been revoked from any owner, partner, officer, member, or majority stockholder? *If yes, please explain:* _____

Please provide any additional information significant to this application:

Additional License Interests:

Are any of the below additional licenses of interest to the establishment?

- ☐ Yes ☒ No **Sidewalk Café License** (*Downtown Area Only*) Allows use of public sidewalk for serving food and beverages on the sidewalk immediately adjacent to the establishment.
- ☐ Yes ☒ No **Catering Liquor License** Allows liquor license holders to provide catering services to private parties.
- ☒ Yes ☐ No **Video Gaming License** Allows an establishment to have video gaming terminals and to conduct video gaming on the premises as defined by the Illinois Video Gaming Act.
- ☐ Yes ☒ No **Public Dancing License** Allows a for-profit establishment to offer dance privileges to the public.
- ☐ Yes ☒ No **Tobacco License** Allows retail sale of any cigar, cigarette, snuff, chewing tobacco, manufactured product of tobacco or tobacco in any form.

Please note that each of the above-mentioned licenses requires a separate application and most require additional documentation. Applications available via the City Clerk Department.

I, the undersigned, swear or affirm that:

1. I am authorized to sign as an owner, officer, or authorized agent, of the above listed establishment;
2. I declare that all the information included in this application, and any attachment hereto, is true and accurate to the best of my information, knowledge, and belief;
3. All applicants of the establishment are qualified and eligible to obtain the license applied for;
4. I have read and understand the requirements of the City of Bloomington Code pertaining to **Chapter 6: Alcoholic Beverages** <https://ecode360.com/34403863>; and
5. If approved, I certify in accordance with 235 ILCS 5/6-27.1 and City Code Chapter 6: Section 29, that all employees required to check IDs will become BASSET certified within 120 days of employment, that at least one BASSET Certified employee will be on the premises at all times, that all certifications will be kept on premises, and that all certifications will immediately be made available upon request by any law enforcement personnel.

Mark Henrichs

Owner

Name (Please Print)

Title

5-22-2023

Date

Mr. Boyle asked if they have experience in real estate and owning commercial rental properties. Ms. Adame stated they had experience in commercial and residential properties. Ms. Adame noted they had an appointment with the Health Department for the bar as well.

Commissioner Meister asked if they planned on having live music. Ms. Adame responded no but would have DJs.

Commissioner Meister closed the Public Hearing at 4:12 p.m.

Commissioner Meister positively recommended the Item to Council.

The following item was presented:

Item 5. C. Public Hearing and Action on an Application from Vera & Buck Floral Studio, LLC d/b/a Vera & Buck to be located at 115 E. Monroe St., requesting the Creation of a Class TBP (Tavern, Beer & Wine Only, and Package Sales) Liquor License.

Commissioner Meister opened the Public Hearing at 4:13 p.m.

Margaret McCormick, Owner of Vera & Buck Floral Studio, LLC, after being sworn, addressed the Commission. Ms. McCormick stated they have been in business for five years and they were first and foremost a floral studio that does everyday flowers, weddings, and events, but they had a shoppable atmosphere with home decor. Ms. McCormick stated they have seen an increase of trends popping up and wanted to bring in a new shopping experience for the community. She expressed that with the new opportunity, they wanted to bring in a wine bar so people could enjoy Downtown or pick up flowers while enjoying a glass of wine. Ms. McCormick stated that they did not expect to have more than 20 - 25 people and do not plan on being open past 7:00 p.m. Tuesday through Friday. She also stated on Saturdays, they would only be open until 2:00 p.m. Ms. McCormick explained this would be a stop for people before their final destination.

Commissioner Meister asked if people serving alcohol would be BASSET trained. Ms. McCormick stated that she and her mother, Lori McCormick, would serve alcohol and were both already BASSET trained.

Commissioner Meister asked if they had any experience serving alcohol. Ms. McCormick responded yes and stated she worked part-time serving for The Castle Theater.

Commissioner Meister stated the Commission and the Applicant received a map that indicated the establishment met the required distance from a nearby church. Mr. Boyle clarified it was right outside the 100-foot distance. He stated that the Ordinance generally prohibits a 100-foot distance, but the Liquor Commissioner can grant the exception if the Commissioner felt it was warranted.

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

Commissioner Meister positively recommended the Item to Council.

The following item was presented:

Item 5.D. Public Hearing and Action on an Application from Revery Bloomington, LLC d/b/a Revery, to be located at 704 McGregor St., requesting the Creation of a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License.

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

Mark Henrichs, Owner of Revery Bloomington, LLC, after being sworn, addressed the Commission. Mr. Henrichs stated he planned to take over the old Ozark House on McGregor

Street and make it a restaurant with a casual atmosphere. He explained the hours of operation would be Tuesday through Saturday from 4:00 p.m. to 9:00 p.m. and would stay open until 10:00 p.m. on Friday and Saturday.

Commissioner Meister asked if the individuals serving alcohol would be BASSET trained. Mr. Henrichs answered yes, all servers and managers would be BASSET trained.

Commissioner Meister asked what Mr. Henrichs' experience was with alcohol and if he had held a liquor license before. Mr. Henrichs stated he held two liquor licenses in Indiana for two other Revery locations, one of which had been in operation for the past 8 years without any violations. He stated that they are mainly a food establishment, and that alcohol was a second tier.

Commissioner Meister asked if Mr. Henrichs knew the capacity. Mr. Henrichs answered around 140.

Paul Williams, Asst. Police Chief, asked Mr. Henrichs what the capacity of the back room would be. Mr. Henrichs responded that it would hold around 150 people, but they did not plan to use it as a banquet room. Mr. Henrichs said it would be for spillover. Asst. Chief Williams asked if there was any anticipation to have the room used for parties. Mr. Henrichs answered no.

Commissioner Meister closed the Public Hearing at 4:22 p.m.

Commissioner Meister positively recommended the Item to Council.

The following item was presented:

Item 5. E. First Appearance on a Citation Issued to Harmony Korean BBQ, LLC, d/b/a Harmony Korean BBQ, located at 7 Currency Dr., for Violating Chapter 6, Section 2(c) of the Bloomington City Code Relating to Changes in Ownership.

George Boyle, Asst. Corporation Counsel, provided an update. He stated it was the business's first violation and they agreed to pay a fine of \$600.

The following item was presented:

Item 5. F. Continuation on a Citation Issued to No Ceiling Hospitality, LLC, d/b/a Shake It Up Cocktail Lounge, located at 104 W. Front St., for Violating Chapter 6, Section 37(e)(12) of the Bloomington City Code Relating to Unpaid Food & Beverage Taxes, as requested by the Legal Department.

George Boyle, Asst. Corporation Counsel, provided an update. He stated they paid taxes in full with interest and penalties. He also stated this was their first offense and agreed to a \$600 fine.

Old Business

No Old Business was discussed.

New Business

Amanda Stutsman, Deputy City Clerk, announced that there would be a location change for the August 8, 2023, Liquor Commission meeting due to the City Council's recent approval of the renovations for the dais in the Government Center Boardroom. It will be held in the BPD Osborne Room at 4:00 p.m.

Executive Session