

**CITY OF
BLOOMINGTON
CITY COUNCIL -
REGULAR SESSION
MEETING
FEBRUARY 13, 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 - Grant Walch
Ward 2 - Donna Boelen
Ward 3 - Sheila Montney
Ward 4 - Julie Emig
Ward 5 - Nick Becker
Ward 6 - De Urban
Ward 7 - Mollie Ward
Ward 8 - Jeff Crabill
Ward 9 - Tom Crumpler

City Manager - Tim Gleason

Deputy City Manager - Billy Tyus

CITY LOGO DESIGN RATIONALE

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

MISSION, VISION, AND VALUE STATEMENT

MISSION

To Lead, Serve and Uplift the
City of Bloomington

VISION

A Jewel of the Midwest Cities

VALUES

Service-Centered,
Results-Driven,
Inclusive

STRATEGIC PLAN GOALS

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



**CITY COUNCIL - REGULAR SESSION MEETING AGENDA
GOVERNMENT CENTER BOARDROOM, 4TH FLOOR, ROOM #400
115 E. WASHINGTON STREET, BLOOMINGTON, IL 61701
MONDAY, FEBRUARY 13, 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. 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.

6. Recognition/Appointments
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 Bills and Payroll in the Amount of \\$13,027,382.10](#), as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*
- B. [Consideration and Action to Approve the Purchase of a Vermeer BC-1800XL Woodchipper for \\$92,824.62 including the Trade of a Surplus Vermeer XL1500 Woodchipper for a Credit of \\$2,500 for a Net Purchase of \\$90,324.62](#), as requested by the Parks & Recreation Department. *(Recommended Motion: The proposed Purchase be approved.)*
- C. [Consideration and Action to Approve the Purchase of Five \(5\) Ford Police Interceptor Utility Hybrid Vehicles from Sutton Ford, in the amount of \\$304,909.80 and, to Approve the Disposal of Surplus Police Vehicles Not Reassigned](#), as requested by the Public Works Department and the Police Department. *(Recommended Motion: The proposed Purchase and Disposal be approved.)*
- D. [Consideration and Action on an Intergovernmental Cooperation Agreement between the City of Bloomington and Bloomington Public Schools, District 87 for the Creation of a School Resource Officer Program](#), as requested by the Police Department and the Administration Department. *(Recommended Motion: The*

proposed Agreement be approved.)

- E. Consideration and Action on 1) an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2023, to allocate American Rescue Plan Act (ARPA) Funds in the amount of \$2,966,293.45, and increasing the Capital Improvement (Asphalt & Concrete) Fund revenue and expense budget by \$2,966,293.45, and 2) an Ordinance Authorizing a Construction Agreement between the City of Bloomington and H.J. Eppel & Company for the FY 2023 General Resurfacing - Phase 2 Project (Bid #2023-17), in the amount of \$1,563,708.30, as requested by the Public Works Department and the Parks and Recreation Department. *(Recommended Motion: The proposed Ordinances be approved.)*
- F. Consideration and Action on 1) an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2023, to Allocate ARPA (American Rescue Plan Act) Funds in the amount of \$1,033,706.55, and increasing the Capital Improvement (Asphalt & Concrete) Fund Revenue and Expense Budget by \$1,033,706.55 and, 2) an Ordinance Authorizing a Construction Agreement Between the City of Bloomington and George Gildner, Inc., for the FY 2023 Sidewalk and Curb & Gutter Replacement - Phase 2 Project (Bid #2023-16), in the amount of \$813,355.27, as requested by the Public Works Department. *(Recommended Motion: The proposed Ordinances be approved.)*
- G. Consideration and Action to Approve 1) an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2023, to Utilize Water Fund Balance in the amount of \$251,300.00, and 2) an Agreement with CDM Smith, Inc., for Water Treatment Plant Chemical Systems Improvement Construction Observation, in the amount of \$251,300.00, as requested by the Public Works Department. *(Recommended Motion: The proposed Ordinance and Agreement be approved.)*
- H. Consideration and Action on an Ordinance Approving a Municipal Utility Easement with Nord Farms, Inc. and Authorizing the City Manager to Approve Additional Easement and License Agreements Related to the QuikTrip Annexation Agreement and Development, as requested by the Public Works Department and the Legal Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- I. Consideration and Action on an Ordinance Approving the Preliminary Plan for The Residences at The Links Subdivision for the Property Generally Located Near the Intersection of Ballybunion Road and Tullamore Avenue, Consisting of 19.67 Acres More or Less, PINs: 22-18-203-011, 22-18-203-012, 22-18-203-013, 22-18-203-014, and Part of PIN(s) 22-18-203-006 and 22-18-203-010, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- J. Consideration and Action on an Ordinance Approving a Zoning Map Amendment from B-1 (General Commercial) District to P-2 (Public Lands and Institutions) District for Part of the Property Located at 3801, 3803, 3805, and 3807 Ballybunion Road, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- K. Consideration and Action on an Ordinance Approving a Zoning Map Amendment from B-1 (General Commercial) District to P-2 (Public Lands and Institutions) District for the Property Located at 1710, 1802, 1810 and 1818 Tullamore Avenue,

as requested by the Economic & Community Development Department.
(*Recommended Motion: The proposed Ordinance be approved.*)

- L. [Consideration and Action on an Ordinance Amending Chapter 7 of the City Code Regarding Video Gaming License Requirements](#), as requested by the City Clerk Department and the Legal Department. (*Recommended Motion: The proposed Ordinance be approved.*)
- M. [Consideration and Action to Approve an Ordinance Approving a Public Improvement Agreement Related to the Links Development](#), as requested by the Public Works Department. (*Recommended Motion: The proposed Ordinance be approved.*)
- N. [Consideration and Action on an Application from Empire Buds, LLC, d/b/a Crafted Commons, to be located at 1101 Airport Rd., requesting an Approval of a Change of Ownership for their Class RAS \(Restaurant, All Types of Alcohol, and Sunday Sales\) Liquor License](#), as requested by the City Clerk Department. (*Recommended Motion: The proposed Change in Ownership be approved.*)
- O. [Consideration and Action on an Application from Hendrick's Haven, Inc., d/b/a Digger's Again!, Located at 230 E. Front St., Requesting an Approval of a Change of Ownership for the Class TAS \(Tavern, All Types of Alcohol, and Sunday Sales\) Liquor License](#), as requested by the City Clerk Department. (*Recommended Motion: The proposed Change in Ownership be approved.*)
- P. [Consideration and Action on an Application for Approval of Arlandria, LLC, d/b/a Reality Bites for the Creation of a Class TAPS \(Tavern, All Types of Alcohol, with Package and Sunday Sales\) Liquor License to be held at Sport & Bait Lounge Tavern, Inc., Located at 304 N. Morris Ave., as requested by the City Clerk Department.](#) (*Recommended Motion: The proposed Change in Ownership be approved.*)

8. Regular Agenda

- A. [Consideration and Action on an Ordinance Amending Article III of Chapter 45 of the City Code Regarding Neighborhood Preservation & Vacant Commercial Buildings and the Schedule of Fees in Chapter 1](#), as requested by the Economic & Community Development Department and the Administration Department. (*Recommended Motion: The proposed Ordinance be approved.*) (*Presentation by Tim Gleason, City Manager; Melissa Hon, Director of Economic & Community Development; Jeff Jurgens, Corporation Counsel , 10 minutes; and City Council Discussion, 5 minutes.*)
- B. [Presentation of the FY2024 Budget Preview](#), as requested by the Finance Department. (*Recommended Motion: None; Presentation and discussion only.*) (*Presentation by Scott Rathbun, Finance Director, 20 minutes; and City Council Discussion, 20 minutes.*)
- C. (i) [Consideration and Action to Reconsider the Denial of the Federal Lobbying Professional Services Agreement with Thorn Run Partners](#), as requested by the City Council. (ii) [If the Motion to Reconsider is approved, Consideration and Action on the Federal Lobbying Professional Services Agreement with Thorn Run Partners](#), as requested by City Council. (*Recommended Motion: If the Motion to Reconsider is approved, that the Agreement be approved, as amended.*) (*Presentation by Tim*

Gleason, City Manager, and Billy Tyus, Deputy City Manager, 5 minutes; and City Council Discussion, 10 minutes.)

9. City Manager's Discussion

10. Mayor's Discussion

11. Council Member's Discussion

12. Executive Session

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: February 13, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve Bills and Payroll in the Amount of \$13,027,382.10, as requested by the Finance Department.

RECOMMENDED MOTION: The proposed Bills and Payroll be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Bills 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>.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Total disbursements to be approved \$13,027,382.10 (Payroll total \$2,761,823.67, Accounts Payable total \$9,933,851.11, Bank Transfers total \$183,151.22 and Procurement Card Purchases total \$148,556.10).

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: Joshua Moreland, Support Staff V

ATTACHMENTS:

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

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
1/27/2023	\$ 2,223,989.75	\$ 537,833.92	\$ 2,761,823.67

Off Cycle Adjustments

PAYROLL TOTAL	\$ 2,761,823.67
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ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
2/13/2023	AP General	\$ 6,758,304.60
	AP JMScott	
2/13/2023	AP Comm Devel	\$ 9,812.04
2/13/2023	AP IHDA	\$ 2,156.00
2/13/2023	AP Library	\$ 2,279,337.42
2/13/2023	AP MFT	\$ 26,000.00
1/19/23-2/1/23	Out of Cycle	\$ 858,241.05
12/2/22-2/5/23	AP Bank Transfers	\$ 183,151.22
	AP TOTAL	\$ 10,117,002.33

PCARDS

Date Range	
12/2/22-1/2/23	\$148,556.10

PCARD TOTAL	\$148,556.10
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GRAND TOTAL	\$ 13,027,382.10
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Respectfully,

F Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 7.B

FOR COUNCIL: February 13, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Purchase of a Vermeer BC-1800XL Woodchipper for \$92,824.62 including the Trade of a Surplus Vermeer XL1500 Woodchipper for a Credit of \$2,500 for a Net Purchase of \$90,324.62, 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 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 Parks & Recreation Department is responsible for all trees (30,000+) on City property, including parks, in the right-of-way, and on public property at Lake Bloomington. City Forestry crews are managed out of the Park Maintenance Forestry Division of the Department. Typical operations include tree trimming and tree/stump removals (400+ per year).

Woodchippers used, such as the one being requested, are extremely valuable from a production and wood processing standpoint. All material (limbs, trees, branches, logs, etc.) under 19" can be processed into a wood chips at the work site. Material is then transported to the City's wood utilization area and reground again by a contractor to create plant bedding and mulch. The mulch is used for mulching trees, trails, and plant beds throughout the park system and City. Processing the material with the chippers at the work site and then upcycling it for another use as mulch saves the City approximately \$20,000 per year. Excess mulch is also made available to the public at no cost.

The chipper needing replaced is a 2007 Vermeer BC1400XL with 3823 hours. The unit has served the Department well and its useful life has expired. The life to date maintenance for the unit is \$41,904.83. The unit being requested is an integral part of achieving the Parks & Recreation Department's goals in a safe, productive, and financially sound manner. It will be able to handle material up to 19" in diameter and have additional safety features such as a winch, upper and lower safety bars, and feed roller auto disengage. City staff believe it is in the best interest of the City to trade it and receive a \$2,500 trade allowance towards the purchase of a new unit. If approved, a new chipper will be purchased from Vermeer Sales and Service of Illinois, Inc. using the Vermeer Sourcewell Contract #031721-VRM (exp. 5/7/2025) for \$92,824.62, \$90,324.62 after the trade is applied.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will purchase a Vermeer BC1800XL Brush Chipper from Vermeer Midwest in the amount of \$90,324.62, utilizing the Sourcewell Government joint purchasing contract #031721-VRM.

The purchase totaling \$90,324.62 will be made from the Park Maintenance-Capital Outlay Equipment Other than Office Account (10014110-72140). \$90,000.00 is budgeted for this purchase for FY 2023. The additional \$324.60 is available in the same account due to savings incurred with purchase of units PR62 and 761.

Stakeholders can locate this in the FY 2023 Budget Books titled "Budget Overview & General Fund" on page 181 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: N/A

Respectfully submitted for consideration.

Prepared by: Dave Lamb, Assistant Superintendent of Parks Maintenance

ATTACHMENTS:

[P&R 1B Existing Unit Picture 1](#)

[P&R 1C Existing Unit Picture 2](#)

[P&R 1D Existing Unit Picture 3](#)

[P&R 1E Quote](#)

[P&R 1F Contract](#)









120 E Martin Drive
Goodfield, IL 61742
309-965-3300
www.vermeermidwest.com

12/6/2022

Quote #: Q-15083-4
PO #:

Bill To:
Bloomington Park District Bloomington
Dave Lamb
1813 Springfield Road
Bloomington, IL 61701
309-434-2280

Ship To:
Bloomington Park District Bloomington
Dave Lamb
1813 Springfield Road
Bloomington, IL 61701
309-434-2280

To Whom It May Concern:

I would like to submit this quote to you.

1 New 2023 Vermeer BC-1800XL, 1 hours, SN# 1VRD15AG1P1050319 \$91,742.62

- ~ 130hp Cummins QSF3.8L Tier 4 Final Turbo Charged Diesel Engine
- ~ 19" Capacity Drum Chipper with 20"x 24" Infeed Opening
- ~ Ecolde Engine Control system~Automatically lowers engine RPM if material is not being chipped.
- ~ Four sided square anvil/bedknife
- ~ High Coolant Temperature and Low Oil Pressure Automatic Shutdown
- ~ Machine Weight: 9,960 lbs with winch
- ~ Transport Length 177", Width 78.5", Height 107"
- ~ 35 Gallon Fuel Tank, 12 Gallon Hydraulic Tank
- ~ Patented Vermeer Smartfeed System
- ~ Infeed Rate is 0~117 fpm ~ 10,000 lbs. Rubber Torsion Axle
- ~ LT235/75R17.5 Load Range J Standard Tires, Electric Brakes with Breakaway Switch
- ~ 13" Spring Loaded Autoclutch, Which Can only be Engaged at Low rpm
- ~ 36" Wide Cutter Drum with 4 ~ 5.5" x 10" Dual Edged Chipper Knives
- ~ Upper and lower feed stop bar for safety
- ~ Vermeer Winch - 2000lb Rope Line Pull Capacity - 150ft of 7/16" rope 1/4" Choker Chain Input Speed 51RPM, Forward, Reverse, Free Spool - Vermeer Design
- ~ 1 year/1,000 Hour Parts and Labor Standard Vermeer Warranty
- ~ 3 year/3,000 Hour Extended Limited Warranty on Chipping Drum

(This is Sourcewell pricing ID# 25014)

1 Used 2006 Vermeer BC-1400, 3832 hours, SN# NOT SURE \$-2,500.00

- ~ Caterpillar DITA 3054 Diesel Tier2 4 Cylinder Engine: 122 hp
- ~ Length: 190"
- ~ Width: 86"
- ~ Dual Vertical Infeed Rollers
- ~ Fuel Capacity: 45 gallons
- ~ Hydraulic Capacity: 12 gallons
- ~ 13" Automotive Style Clutch~ self adjusting spring loaded for increased productivity.

Untaxed Machine \$91,742.62
Trade \$-2,500.00

Initials: _____

Quote #:Q-15083

Freight and Prep	\$1,082.00
Grand Total	\$90,324.62
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Total Due	\$90,324.62
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Finance Options with Approved Credit

Payment Details	Monthly Payment
Approximate payment on 60 months based on \$0 down	\$1,755.89

Additional Options

Quantity	Product Name	Net Total	Additional Price Per Month
1.00	CONFIDENCE PLUS 3 YRS (BC1800XL)-PREMIUM COV W/ MNT	\$9,276.06	\$179.33
CONFIDENCE PLUS 3 YRS (BC1800XL)-PREMIUM COV W/MNT			

Proposal good for 30 days; we reserve the right at any time prior to acceptance to revoke this quotation.

Accepted by: _____

Date: _____

Thank you for your consideration.

Sincerely,

Clint Kearfott
clint.kearfott@vermeermidwest.com

Initials: _____

Quote #:Q-15083



PROTECT YOUR INVESTMENT WITH

CONFIDENCE PLUS PREMIUM PACKAGE

WHAT IT COVERS

- ✓ **2 YEAR/UNLIMITED** or **3 YEAR/UNLIMITED**
Coverage measured from original warranty date
- ✓ Planned maintenance and comprehensive inspections at **REGULAR INTERVALS FOR THE FIRST 1000 HOURS** covered at no charge
(ADDITIONAL PACKAGES AVAILABLE TO PURCHASE)

- ✓ **TRAVEL TIME*** and **DIAGNOSTIC TIME**
covered from the **ENTIRE** Vermeer Confidence Plus Program term
(TRAVEL MAX OF \$200/EVENT, DIAGNOSTICS MAX OF ONE HOUR/EVENT)

*No travel for units under \$65,000

**Engine, battery, and tire limited warranties and support are the responsibility of the respective product's manufacturer

PREMIUM PLUS BENEFITS

- ✓ Dealer Certified Technicians help **PROTECT EQUIPMENT'S PERFORMANCE AND PRODUCTIVITY**
- ✓ Choose the Vermeer Confidence Plus Program that **BEST SUITS YOUR NEEDS**
- ✓ If you sell your Vermeer machine within the coverage, your Confidence Plus is **FULLY TRANSFERABLE** to the next owner
- ✓ **INCREASE YOUR RESALE VALUE** with well-maintained machine and detailed service records from your Vermeer dealer
- ✓ **KNOW YOUR COSTS UP FRONT.** Confidence Plus provides **FIXED COSTS** over the life of the package for primary service intervals, parts, fluid and labor with a single and predictable payment

MACHINE:

BC1800XL

PREMIUM 2 YEAR:

PREMIUM 3 YEAR:

\$9,276.06

NOTES:

EQUIPPED TO DO MORE.®

Initials: _____

Quote #:Q-15083

**Solicitation Number: RFP #031721****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Vermeer Manufacturing Company dba Vermeer Corporation, 1210 Vermeer Road East, Pella, IA 50219 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Tree Maintenance Equipment, Attachments, and Accessories from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 7, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.



CONSENT AGENDA ITEM NO. 7.C

FOR COUNCIL: February 13, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Purchase of Five (5) Ford Police Interceptor Utility Hybrid Vehicles from Sutton Ford, in the amount of \$304,909.80 and, to Approve the Disposal of Surplus Police Vehicles Not Reassigned, as requested by the Public Works Department and the Police Department.

RECOMMENDED MOTION: The proposed Purchase and Disposal 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: If approved, the City will purchase five Ford police interceptor utility hybrid vehicles through an Illinois State joint purchasing contract and use them to replace three patrol units, one K-9 unit, and one detective unit due to be replaced this fiscal year.

Most of the replaced units will have over 100,000 miles when the new units arrive and are put into service. Marked patrol cars are normally replaced at 100,000 miles. Total repair and maintenance on the units is \$46,845.77 to date. Recent issues with these vehicles include engine cooling, emergency lights, chassis lights, transmission, suspension, driver's seat, ignition system, steering, brakes, motor mounts, belts, EVAP system, and HVAC. Staff respectfully request to replace the five units that are scheduled at this time or units that need repairs that exceed their value at the time the new units are put in service.

If approved, the State of Illinois Joint Purchasing Contract (#22-416CMS-BOSS4-P-41049 - valid through 9/7/2027) will be used for purchase of the units. The replaced units will be removed from service and evaluated for possible redeployment to other City departments. Staff request to have the replaced units that are not redeployed be declared surplus and sold at a public, online auction. Staff estimate the surplus units to have a resale value of \$20,000+.

In January 2020, the Public Works Department completed an analysis of idle reduction technologies (IRT), based on a request from Council and Administration. The full analysis is attached. IRT reduces fuel consumption and fuel costs. Based on research, staff recommend purchasing hybrid vehicles with IRT from the factory, when appropriate, rather than purchasing standard vehicles and adding IRT as an aftermarket item. This is especially important for cars and SUVs that are traditionally required to run specialty equipment when idling with a vehicle running, such as some Police and Fire Department vehicles. Purchasing vehicles with IRT may increase the budgeted amount for each vehicle, but, with a predicted

payback period of about 1.2 years per vehicle, and the immediate reduction in fuel consumption and fuel costs, hybrid vehicles with IRT are the best option to keep in line with the City's Strategic and Comprehensive Plan goals, as well as reducing fuel costs in the long term.

An analysis comparing hybrid vehicles to non-hybrid vehicles in the Police fleet shows that the average increase in miles per gallon is 22.1 percent. Staff will continue to monitor the units as more hybrid vehicles are put in service. Ford and the selling dealer will up-fit the units per the purchasing and cooperative agreement. Staff has used this process the last four years and has been pleased with the results. It should be noted that these vehicles are specialized and are not a viable fit for a local bidding process.

Police's fleet is made up of Chevrolet Impalas, Chevrolet Caprices, Chevrolet Tahoes, Ford Police Interceptor Sedans, Ford Transit Vans, and Ford Police Interceptor Utilities. A mix of vehicles are run to ensure the entire fleet is not down due to a safety recall, of which there have been many the past few years. The new units were selected for use because they have increased driver interior space, have all-wheel drive capability for use in snow and ice events, and are highly pursuit rated.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will Purchase five (5) Ford Police Interceptor Utility Hybrid Vehicles from Sutton Ford, in the amount of \$304,909.80. The replacement of these vehicles is included in the FY 2023 Budget under the Police Department-Capital Outlay Licensed Vehicle account (10015110-72130). Stakeholders can locate this in the FY 2023 Budget Books titled "Budget Overview & General Fund" on page 227 and "Other Funds & Capital Improvement Program" on page 97.

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-3. A comprehensive emergency preparedness plan, Objective PS-3.1. Ensure the safety of Bloomington's residents in emergency situations.

Respectfully submitted for consideration.

Prepared by: Rob Krones, Superintendent of Fleet Management

ATTACHMENTS:

[BPD 1B K-9 Unit Quote](#)

[BPD 1C Patrol Unit Quote](#)

[BPD 1D Slick Top Patrol Blue Unit Quote](#)

[BPD 1E Slick Top Patrol Grey Unit Quote](#)

[BPD 1F Slick Top Admin Unit Quote](#)

[BPD 1G Analysis](#)

COMMERCIAL & FLEET

DATE _____

Thursday, January 26, 2023

BILL TO: BLOOMINGTON

ADDRESS PAYMENT TO:

Sutton Ford, Inc.
21315 Central Avenue
Matteson, IL 60443

E-mail BHALL@SUTTONFORD.COM
Phone 708-720-8035
Contact BRITTANY HALL

INVOICE #
TERMS
ORDERING FIN
USER FIN

NET 30

YEAR	MAKE	MODEL DISCRIPTION	TRIM	COLOR	STOCK NO.
2023	FORD	POLICE UTILITY	XL	BLACK	S00676
VIN NUMBER					
QTY	Commodity Information			MSRP	TOTAL COST
1	POLICE UTILITY				\$ 44,435.00
1	CONTRACT LINE 8 -MARKED VEHICLE PKG				\$ 3,865.00
1	CONTRACT LINE 17-COMPUTER STAND/CHARGE GUARD				\$ 661.00
1	CONTRACT LINE 32- CANINE TRANSPORT- 15% DISCOUNT			\$ 8,847.00	\$ 7,519.95
1	CONTRACT LINE 36- SIREN/SPEAKERS- 10% DISCOUNT			\$ 1,117.00	\$ 1,005.30
1	CONTRACT LINE 37- CONSOLE				\$ 708.00
1	CONTRACT LINE 43- EMERGENCY LIGHTING- 15% DISCOUNT			\$ 8,182.00	\$ 6,954.70
1	CONTRACT LINE 44-STORAGE COMPONENTS-15% DISCOUNT			\$ 2,574.00	\$ 2,187.90
				SUBTOTAL	\$ 67,336.85
	LICENSE, TRANSFER, TITLE				N/A
TOTAL					\$ 67,336.85

ACCEPTED BY

PURCHASER'S SIGNATURE

DATE _____

1/26/2023

ACCEPTED BY

DEALER OR HIS AUTHORIZED REPRESENTATIVE

DATE _____

1/26/2023

ORIGINAL INVOICE



Thursday, January 26, 2023

ADDRESS PAYMENT TO:

Sutton Ford, Inc.
21315 Central Avenue
Matteson, IL 60443

E-mail BHALL@SUTTONFORD.COM
Phone 708-720-8035
Contact BRITTANY HALL

NET 30

ACCEPTED BY _____
PURCHASER'S SIGNATURE

DATE _____ 1/26/2023

DEALER OR HIS AUTHORIZED REPRESENTATIVE

1/26/2023

21

COMMERCIAL & FLEET

DATE _____

Thursday, January 26, 2023

BILL TO: BLOOMINGTON

ADDRESS PAYMENT TO:

Sutton Ford, Inc.
21315 Central Avenue
Matteson, IL 60443

E-mail

BHALL@SUTTONFORD.COM

Phone

708-720-8035

Contact

BRITTANY HALL

INVOICE #
TERMS
ORDERING FIN
USER FIN

NET 30

YEAR	MAKE	MODEL DISCRIPTION	TRIM	COLOR	STOCK NO.
2023	FORD	POLICE UTILITY	XL	BLUE METALLIC	S00678
VIN NUMBER					
QTY	Commodity Information			MSRP	TOTAL COST
1	POLICE UTILITY				\$ 43,862.00
1	CONTRACT LINE 9 -UNMARKED VEHICLE PKG				\$ 3,685.00
1	CONTRACT LINE 17-COMPUTER STAND/CHARGE GUARD				\$ 661.00
1	CONTRACT LINE 35-PRISONER SEAT COVER				\$ 1,495.00
1	CONTRACT LINE 36- SIREN/SPEAKERS- 10% DISCOUNT			\$ 1,117.00	\$ 1,005.30
1	CONTRACT LINE 37- CONSOLE				\$ 708.00
1	CONTRACT LINE 42- PRISONER PARTITION				\$ 1,035.00
1	CONTRACT LINE 43- EMERGENCY LIGHTS- 15% DISCOUNT			\$ 4,323.00	\$ 3,674.55
1	CONTRACT LINE 44-STORAGE COMPONENTS-15% DISCOUNT			\$ 3,361.00	\$ 2,856.85
				SUBTOTAL	\$ 58,982.70
	LICENSE, TRANSFER, TITLE				N/A
TOTAL					\$ 58,982.70

ACCEPTED BY

PURCHASER'S SIGNATURE

DATE _____

1/26/2023

ACCEPTED BY

DEALER OR HIS AUTHORIZED REPRESENTATIVE

DATE _____

1/26/2023

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PURCHASER'S SIGNATURE

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DEALER OR HIS AUTHORIZED REPRESENTATIVE

1/26/2023

23



Thursday, January 26, 2023

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PURCHASER'S SIGNATURE
DATE 1/26/2023

DEALER OR HIS AUTHORIZED REPRESENTATIVE

1/26/2023

24

Idle Reduction Technologies Available from the Factory

January 2020

At a Glance

Idle reduction technologies (IRTs) are technologies that reduce fuel consumption and fuel costs. Initially, these devices were sold as aftermarket add-ons to vehicles, especially police vehicles. Though the aftermarket add-ons are effective and have been implemented in several large cities, more recent technological developments from vehicle manufacturers may have made aftermarket IRTs for non-hybrid vehicles unnecessary in most applications. For the Police Department, staff recommends implementing the purchase of hybrid vehicles with IRTs as vehicles are replaced, when appropriate, rather than purchasing aftermarket IRTs that would have to be quickly phased out of the fleet as vehicles are replaced. Hybrid vehicles with IRTs have a higher initial cost, but show a higher reduction in fuel consumption and cost than aftermarket IRTs added to a non-hybrid vehicle. For the Fire Department, a few fire apparatus in the City have diesel generators that help reduce fuel consumption, but they do not power for all equipment, including air conditioning and heating. Adding a diesel generator to fire apparatus would be cost-prohibitive. However, staff recommends continuing to purchase fire apparatus with diesel generators when appropriate.

Scope

Professor Emeritus William Rua met with council members, the city manager, and the Public Works director to discuss, among other topics, anti-idling technologies, which are commonly known as IRTs. The city manager directed staff to research the feasibility of these technologies to reduce fuel consumption and fuel costs. Staff's research is independent of Rua's initial findings, but builds on the information he provided, such as providing an update to the IRT efforts in Columbus, Ohio.

Background

Fleet Management continues to follow Strategic Plan and Comprehensive Plan goals to consider ways to "green the fleet" in responsible and practical matters. The City's Strategic Plan specifically calls for the incorporation of "green sustainable" concepts into the City's development and plans. In addition, the City's Comprehensive Plan includes the goal and objective to reduce air pollutants and other impacts produced by transportation, which includes ongoing reductions in greenhouse gas emissions from transportation sources.

Based on the most recent calculations, the city has 191 vehicles that run on alternative fuel, including 6 hybrid vehicles. In addition to these measures, The City has an existing citywide anti-idling policy, and the Police Department and Fire Department each have internal anti-idling policies. However, these policies rely on compliance and knowledge of the specifics of the anti-idling policy in order to comply. This is not to say that the policies are ineffective, but IRTs, especially on hybrid vehicles, are an additional, easy way to prevent unnecessary idling.

Findings

Descriptions of Idle Reduction Technologies

Much of the information in this section is found in a 2016 case study by Russel J. Owens and Michael D. Laughlin titled “Case Study - Idling Reduction Technologies for Emergency Service Vehicles.” Additional information for each IRT (apart from engine control unit modifications), as well as information from individual agencies that have used each system, are available in this study. The study provides further insight that is not provided in the memorandum and is recommended for further reading. Although the study was written prior to the introduction of factory battery auxiliary power units, much of the information is useful for background information. Out of these options, staff recommends implementing factory battery auxiliary power units, which are available on hybrid vehicles, to reduce idling in police and other patrol vehicles that frequently idle as a requirement to keep electrical equipment running.

Benefits of IRTs¹

- Reduce emissions and improve air quality for neighborhoods and those on the scene
- Reduce noise pollution to keep neighborhoods quieter and make communication easier
- Reduce operating costs and improve vehicle life
- Reduce fuel usage and cost
- Units may be able to pay for themselves, depending on system, savings, and battery costs

Common Types of IRTs¹

- Battery auxiliary power unit (APU)
- Diesel combustion engine APU
- Managed engine stop/start system
- Electrified parking spaces (EPS)
- Engine control unit (ECU) modifications

Another type of IRT, which is similar to a managed engine stop/start system, is an automatic shutoff that many passenger vehicles have that shut the engine off at a stoplight or in heavy traffic. However, this type of system does not address the issues faced by police and fire departments that may be required to have vehicles idling for an hour or more to keep equipment running. Some vehicles in the City of Bloomington use this technology.

Battery Auxiliary Power Unit¹

- Bank of deep-cycle batteries and a controller to manage the use of stored energy
- Either always engaged or have to be manually engaged
- Power electrical loads (i.e. emergency lights, interior lights, onboard electronic equipment, and sometimes HVAC) for the vehicle and attached equipment
- May be charged with stored energy and/or grid electrical power
- Multiple manufacturers for aftermarket applications including Stealth Power, ZeroRPM, and GRIP
- Aftermarket batteries may need to be replaced every 2-3 years
- Available from the factory for the 2020 Ford Police Interceptor Utility Hybrid SUV
- Most prevalent IRT chosen for police vehicles and ambulances
- Not available for firetrucks at this time

Columbus, Ohio Results²

In 2014, the City of Columbus, Ohio began using a battery APU, known as GRIP Idle Management (GRIP), on approximately 300 new police cruisers, using state grant funds. These aftermarket devices allowed the cruisers to reduce idling and reduce fuel consumption. The technology stops and restarts a cruiser automatically without affecting the on-board power needs that are essential to operate computers and radio communications. However, with the introduction of the Ford Police Interceptor Utility hybrid, the City of Columbus began phasing out the GRIP units and purchasing the hybrids instead. Additional information is available in the "Comparing Aftermarket and Factory Battery Auxiliary Power Units."

Diesel Combustion Engine Auxiliary Power Unit¹

- Uses a diesel generator that uses fuel from the main-engine fuel tank
- Can supply electric loads directly or charge deep-cycle batteries
- Engages after a certain amount of time idling
- Power electrical loads (i.e. emergency lights, interior lights, onboard electronic equipment, and sometimes HVAC) for the vehicle and attached equipment
- If using a deep-cycle battery, can also be charged with grid electrical power
- High maintenance cost, potentially high install cost
- Not typically used for police vehicles and ambulances due to size
- Most prevalent IRT chosen for firetrucks

Electrified Parking Space¹

- Grid electrical power kiosk that provides power for electrical loads (i.e. emergency lights, interior lights, onboard electronic equipment, and sometimes HVAC) for the vehicle and attached equipment
- Drivers park next to the kiosk, connect the required power and HVAC, and then turn the vehicle engine off
- Stays operational as long as the vehicle is connected
- Only useful if vehicles park in the same location throughout the year (i.e. ambulance regularly parked at a dispatch location far from the fire station)

Managed Engine Stop/Start System¹

- Electronic controller that monitors battery charge and engine start/stop
- Some use a deep-cycle starter battery, while others add a separate deep-cycle storage battery
- Automatically shuts down engine after vehicle is in Park and has idled for a set period of time
- Monitors battery voltage and restarts the engine when voltage drops below a defined safe operating threshold, and the engine then partially recharges the battery using the alternator
- Subsequent engine shutdowns are shorter
- Electric devices powered by the battery
- Run time depends on power draw
- Low capital cost
- Easy to install

ECU Modifications^{3,4}

- Uses software to modify the vehicle's ECU to increase performance and efficiency during idling
- Vehicles still idle, but at a lower RPM, which can have some of the benefits of the other systems
- Low comparative cost
- Derive Efficiency and others sell this service
- Not as effective as other technologies

Ontario, California Results³

In June 2016, the city used Derive Efficiency to calibrate five vehicles in its fleet, identifying five additional cars as control vehicles, said Craig Grabow, fleet services manager for the city. Three of the calibrated vehicles were from the Police Department, while two were from Utilities and Parks & Maintenance. Grabow had the police vehicles — a Ford Police Interceptor Utility, a Ford Crown Victoria, and a Chevrolet Tahoe PPV — calibrated for improved performance and efficiency during idling. He had two trucks — a Ford F-150 and a Chevrolet Silverado — calibrated for high fuel efficiency as well as reduced fuel use during idling. Grabow said the vehicles in the pilot on average idle 56% of the time, and average fuel consumption is 140 gallons per month, per vehicle. Using Derive's engine optimization software, the vehicles consumed 22.5 gallons less per month on average per vehicle. Using an average cost per gallon of \$2.78, the average savings in fuel is calculated to be \$62.55 per month, or \$750.60 per year, per vehicle.

Comparing Aftermarket and Factory Battery Auxiliary Power Units

Using verified data provided by Ford Motor Company and local vendors, combined with information from GRIP, other municipalities, and local data, staff developed a table that shows a comparison between aftermarket and factory battery auxiliary power units, including price, predicted fuel consumption reduction, and predicted fuel cost reduction. The data shows that purchasing a hybrid Ford Police Interceptor Utility with IRT, with an estimated cost difference of \$3,375 from a standard Ford Police Interceptor Utility, would have a 1.2-year payback period and an annual fuel savings of 1,273 gallons or \$2,763 with the current average fuel price. To add equivalent IRT technology to a standard Ford Police Interceptor Utility would cost about \$3,000, not including installation, maintenance, or impacts to vehicle warranty, and would have a 2.2-year payback period and an annual fuel savings of 622 gallons or \$1,351 with the current average fuel price. The data shows that purchasing the hybrid Ford Police Interceptor Utility is more cost-effective and saves more gallons of fuel than adding IRT to a standard Ford Police Interceptor Utility. Additional data is found in the table on the next page.

Idle Reduction Comparison

Ford Police Interceptor Utility 3.7L AWD No IRT

20,000	Miles driven per year
17	MPG-Projected EPA estimated combined rating
1176	Gallons of fuel consumed per Year

4.9	Hours idling per 8 hour shift
0.464	Gallons of fuel consumed per hour
2	Shifts per day
365	Days per year
1660	Gallons of fuel consumed per year

2,836	Total Gallons of fuel consumed per year
\$2.17	Average fuel price
\$6,155	Annual Fuel Cost

Ford Police Interceptor Utility HEV AWD (Hybrid) Includes IRT from Factory

20,000	Miles driven per year
24	MPG-Projected EPA estimated combined rating
833	Gallons of fuel consumed per Year

4.9	Hours idling per 8 hour shift w/ IRT
0.204	Gallons of fuel consumed per hour*
2	Shifts per day
365	Days per year
730	Gallons of fuel consumed per year

*56% reduction in fuel consumption per manufacturer

1563	Total gallons of fuel consumed per year
\$2.17	Average fuel price†
\$3,392	Annual fuel cost
1,273	Gallons of fuel saved per year
\$2,763	Annual savings

† Based on 12-month average from monthly reports

# Years	4	5	6
Fuel Reduction	5,093	6,366	7,639
Savings	\$11,052	\$13,814	\$16,577

\$3,375	Estimated Cost
1.2	Years Payback

Ford Police Interceptor Utility 3.7L AWD w/ GRIP Anti-Idle System

20,000	Miles driven per year
17	MPG-Projected EPA estimated combined rating
1176	Gallons of fuel consumed per Year

4.9	Hours idling per 8 hour shift w/ IRT
0.290	Gallons of fuel consumed per hour†
2	Shifts per day
365	Days per year
1037	Gallons of fuel consumed per year

†37.5% reduction in fuel consumption per manufacturer

2214	Total gallons of fuel consumed per year
\$2.17	Average fuel price†
\$4,804	Annual fuel cost
622	Gallons of fuel saved per year
\$1,351	Annual savings

# Years	4	5	6
Fuel Reduction	2,490	3,112	3,734
Savings	\$5,403	\$6,753	\$8,103

\$3,000	Estimated Cost‡
2.2	Years Payback

‡ Hardware cost, does not include installation, maintenance, or impacts to vehicle warranty

Recommendations

Staff recommends purchasing hybrid vehicles with IRT from the factory, when appropriate, rather than purchasing standard vehicles and adding IRT, especially for cars and SUVs that are traditionally required to run specialty equipment by idling with a vehicle running, such as some Police Department and Fire Department vehicles. This may increase the budgeted amount for each vehicle, but with a predicted payback period of about 1.2 years per vehicle, and the immediate reduction in fuel consumption and fuel costs, hybrid vehicles with IRT are the best option to keep in line with Strategic Plan and Comprehensive Plan goals as well as reduce fuel costs in the long term. For larger vehicles in the Fire Department, staff recommends continuing to purchase fire apparatus with diesel generators when appropriate.

References

¹ Owens, R. J., & Laughlin, M. D. (2016). Case Study - Idling Reduction Technologies for Emergency Service Vehicles. Argonne, Illinois.

² City of Columbus Division of Fleet Management. (2019). Green Fleet Action Plan 2019-2021, 2019 Mid-Year Update. Columbus, Ohio.

³ Government Fleet. (2019, April 5). Calif. City Reduces Fuel Use With Vehicle Calibration. Retrieved from Government Fleet: <https://www.government-fleet.com/139728/calif-city-reduces-fuel-use-with-vehicle-calibration>

⁴ Government Fleet. (2015, March 9). Police Fleet Slashes Idle Fuel Costs by 26%. Retrieved from Government Fleet: <https://www.government-fleet.com/128326/fla-police-fleet-slashes-idle-fuel-costs-by-26>



CONSENT AGENDA ITEM NO. 7.D

FOR COUNCIL: February 13, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Intergovernmental Cooperation Agreement between the City of Bloomington and Bloomington Public Schools, District 87 for the Creation of a School Resource Officer Program, as requested by the Police Department and the Administration Department.

RECOMMENDED MOTION: The proposed Agreement 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: For many years, the City has maintained a limited number of School Resource Officers (SROs) within area schools. The City's current agreement on this with District 87 dates back to 2011. Both City and School District staff have been working to update the terms of the 2011 agreement to clarify the roles and responsibilities of SROs and to update the financial contribution of the School District.

Under the 2011 agreement, the School District agreed to contribute \$50,000 for each SRO provided. Under the terms of the proposed agreement, the School District has agreed to pay the City 75% of each SRO's base salary, plus 100% of any overtime. Based on the two SROs the City currently provides to District 87, the City anticipates the financial contribution will go from about \$100,000 to \$152,162. Although the new arrangement will not cover all of the expenses associated with the SRO program, the increase goes a long way to helping offset City costs. The City currently provides two SROs to the School District, but has the objective of adding more in the future.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: District 87 will pay 75% of the base salary of each SRO that is assigned to the District as set forth in the applicable Unit 21 collective bargaining agreement. Based on the two SRO's currently assigned to District 87, the City anticipates the financial contribution will be approximately \$152,162, plus reimbursement of any overtime. The revenue will be recorded under the Police-School Resource Officer account (10015110-54444). This Intergovernmental Agreement is effective July 1, 2023 (City fiscal year 2024). The Police Department will include this in the FY 2024 Proposed Budget.

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: Ken Bays, Assistant Police Chief

ATTACHMENTS:

[PD 1B Agreement](#)

**INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE CITY OF
BLOOMINGTON AND BLOOMINGTON PUBLIC SCHOOLS, DISTRICT 87 FOR THE
CREATION OF A SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT made this ____ day of February, 2023, by and between BLOOMINGTON PUBLIC SCHOOL DISTRICT 87 (hereinafter referred to as “School District”) and the CITY OF BLOOMINGTON, a municipal corporation organized under the laws of the State of Illinois (hereinafter referred to as “City”). The School District and City shall jointly be referred to as “Parties”.

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq., enables the parties to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, the School District is an Illinois public school district organized and existing pursuant to and subject to the provisions of the Illinois School Code, 105 ILCS 5/1-1, et seq.; and

WHEREAS, the City has a full-time police department to provide for the protection and safety of the citizens of the City (hereinafter “Police Department”); and

WHEREAS, the School District desires to enter into a contract with the City for the services of a School Resource Officer (“SRO”) from the City’s Police Department to provide for the safety and protection of the students, employees and others at the School District; and

WHEREAS, the City, by and through its Police Department, is willing and able to provide such SRO services to the School District; and

WHEREAS, the School District and the City desire to set forth in this Agreement the specific terms and conditions of the services to be performed and provided by said SROs in the School District and for the establishment of a formal SRO Program.

NOW, THEREFORE, for and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties agree as follows:

1. Incorporation of Recitals. The parties hereby find that all of the recitals contained in the preambles to this Intergovernmental Agreement are full, true and correct and do incorporate them into this Intergovernmental Agreement by this reference.

2. City/School District SRO Program. The SRO Program shall utilize the SRO Triad concept as set forth by NASRO (National Association of School Resource Officers) as in place as of the date of this Agreement. The SRO Triad concept generally means that the officers assigned to the program are law enforcement officers and instructors for law enforcement topics. SROs are first and foremost law enforcement officers for the Bloomington Police Department (“BPD”). SROs shall be responsible for carrying out all duties and responsibilities of a police officer and shall remain at all times under the control, through the chain of command, of the BPD. All acts of commission or omission shall conform to BPD policies and procedures. SROs are

enforcement officers in regard to criminal matters only and are not enforcers of school regulations or policies that are not criminal in nature. SROs are not school disciplinarians and should not assume this role. SROs report directly to the BPD in connection with the assignment of law enforcement instruction and normal law enforcement duties. SROs are not formal counselors, and will not act as such, however, they are to be used as a law enforcement resource to assist students, faculty, staff, and all persons involved with the School District. SROs are to be used as instructors of law enforcement topics and will provide instruction when the School District requests it under the supervision of a licensed teacher. SROs can instruct on a variety of law enforcement subjects to students and staff, including alcohol and drug education. SROs may use this instruction to build rapport between the students and the staff while under the supervision of a certified teacher.

3. Organizational Structure. The following requirements shall govern the day-to-day and general operational structure of the SRO Program:

- A. Number of SROs Provided. The City shall initially assign up to three (3) BPD officers as SROs (dependent on staffing, availability, and training) to perform the functions set forth in this Intergovernmental Agreement. These officers shall be full-time regular police officers of BPD with the training and certifications necessary to serve in such capacity. The City will make reasonable efforts to increase the number of BPD officers that are trained and certified to be an SRO, and will endeavor to increase the number of available officers over the life of this Agreement, with a goal of having at least one (1) additional officer trained to be an SRO than is assigned by BPD to the School District. The School District understands the limitations on both staffing and trainings. The City and School District shall work together to set the number of SROs provided, subject to availability.
- B. Supervision/Control of SROs. The day-to-day operational and administrative control of the SRO Program shall be the responsibility of the BPD. The SRO shall coordinate with the school's administrators and assist the school administration as requested; however the ultimate responsibility of the SRO is to carry out their duties as police officers, as expressed and interpreted through the BPD chain of command. As employees of the BPD, all SROs will be subject to the chain of command of the BPD.
- C. Assignment of SROs. A working group of individuals assigned by the City and School District shall make recommendations for the placement of SROs to the Police Chief, who shall assign such officers. If the School District is dissatisfied with an SRO who has been assigned to any School District school, then the School District may request that the Police Chief assign a different officer as the SRO for that school. If no other SRO is available, then the School District may, by written notice, elect to reduce the number of SROs provided by the City, and cost attendant thereto, effective thirty (30) days from the date of notification. If the School District declines the assignment of all available and trained SROs, the School District shall do so in writing and may terminate this Agreement as provided in Section 8. As

used herein, the term “School District” shall refer to the District 87 School Board or its designee.

- D. Duty Hours. Whenever possible, it is the intent of the parties that the SRO’s duty hours shall conform to the school day. SROs shall be expected to regularly perform duties up to forty (40) hours per week based on a mutually agreed upon schedule. In the event School District request an SRO’s attendance at an extracurricular activity or event occurring beyond the regular daily schedule and the SRO consents to attendance at such event, the City shall be reimbursed as set forth in Section 6. In the event of an emergency, if one or more SROs are ordered by BPD to leave their school during normal duty hours and to perform other services for BPD, such shall not be considered a default on the part of the City.
- E. Absences from Work. In the event an SRO is absent from work, the SRO shall notify his or her supervisor at BPD and the principal of the school to which he or she is assigned. SROs shall make reasonable efforts to utilize vacation time around School District holidays. The parties agree and understand that if the SRO is unavailable for duty due to, but not limited to, illness, approved leave of absence, disciplinary suspension or termination, or resignation, there may not be another SRO immediately available to perform the duties of SRO during such time period.
- F. Uniforms/Weapons. The SROs will wear approved department uniforms, formal business attire or business casual with appropriate logos and name badges depending on the time of year, the type of school activity or program, and the requests of the School District and/or BPD. The Chief of Police and the principal or designee, shall jointly set expectations and resolve any disputes in this area. In addition, the SROs will wear and/or have access to their department authorized duty weapon(s) in accordance with BPD policy.
- G. Requirements/Certifications. All SROs shall satisfy the following requirements and/or maintain the following certifications: (i) SRO certification; (ii) Juvenile Police Officer certification; (iii) commitment, flexibility and ability to work in a school setting and on a school schedule; (iv) ability to work effectively with children and teenagers; and (v) are police officers in good standing with BPD.
- H. Facilities. The School District shall provide SROs with suitable accommodations for their work, including but not limited to a lockable room with limited access, telephone, internet, desk, chair, computer and filing cabinet, radio for use on the campus, and keys to the assigned facility.
- I. School Discipline. The School District shall be solely responsible for implementing the student Code of Conduct and any disciplinary policies. The School District, not the SROs, has the primary responsibility for maintaining order in the school environment and for investigating and responding to disciplinary matters within the School District. SROs shall refer any reports or concerns relating to student discipline to the principal of the building, or designee, and shall not investigate or

administer consequences for violations of student Code of Conduct or any school disciplinary rules. The SRO shall not have any further involvement in routine disciplinary matters such as tardiness, loitering, noncompliance, the use of inappropriate language, dress code violations, minor classroom disruptions, and disrespectful behavior and other similar minor infractions of school rules. Rather, school officials shall only request SRO assistance when necessary to protect the physical safety of staff, students, or others in the school environment.

- J. Transportation of Students. SROs shall not transport students in BPD vehicles except: (1) when the students are victims of a crime, under arrest, or an emergency situation; (2) at the occasional request of the School District during a home visit to take a student to school; or (3) when students are suspended and/or sent home from school pursuant to school disciplinary actions if the student's parent or guardian has refused or is unable to pick up the child within a reasonable time period and the student is disruptive/disorderly and his or her continued presence on campus is a threat to the safety and welfare of other students and school personnel. Students shall not be transported to any location unless it is determined that the student's parent, guardian or custodian is at the destination to which the student is being transported. SROs shall not transport students in their personal vehicles. SROs shall generally refrain from conducting arrests at school where not necessary to preserve school safety. As soon as reasonably possible, the SROs shall notify school personnel upon removing a student from campus.
- K. Access to Student Records. The City and the School District recognize that the Family Educational Rights and Privacy Act (20 U.S.C. 1232g, et. seq.) ("FERPA") and the Illinois School Student Records Act (105 ILCS 10 et. seq.) ("ISSRA") impose substantial limitations upon the circumstances under which student record information may be disclosed to persons who are not the student's parents/guardians or employees of the School District. This Agreement shall be construed only so as to permit lawful disclosure by the School District of student record information to police officers assigned to the School District by the Police Department. In accordance with ISSRA, the SRO will be trained and certified as an Illinois Police Juvenile Officer whose assignment and official duty as SRO includes the investigation and disposition of crimes and offenses that may have been committed by juvenile offenders. The SRO shall abide by all applicable laws, regulations and rules concerning restrictions on disclosure and re-disclosure of student record information pursuant to ISSRA and FERPA, and the Police Department shall not violate nor direct the SRO to violate ISSRA, FERPA or Board of Education rules regarding disclosure and re-disclosure. In addition to the rules, regulations, policies and operating procedures of the City and the Police Department, the SRO, City and the Police Department shall abide by the applicable rules, regulations, policies and procedures of the School District regarding disclosure of school student record information pursuant to FERPA and ISSRA, expressly including the Reciprocal Reporting guidelines established pursuant to Section 10-20.14 of the School Code (105 ILCS 5/10-20.14).

4. SRO Duties. In addition to serving as a law enforcement officer for the City, the specific duties of the SRO shall include, but not be limited to, the following:

- A. To meet with the school principal and members of the administrative team designated by the principal on a regular basis, both formally and informally, to discuss school safety concerns, duties and responsibilities.
- B. To be a visible, active law enforcement figure on campus dealing with law enforcement matters originating on the assigned campus.
- C. To be a resource for students which will enable them to be associated with a law enforcement figure in the students' environment. In addition, be familiar with community agencies which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc., and make referrals when appropriate.
- D. It will be the responsibility of the SRO to report all crimes originating on campus. Information on cases that are worked off-campus by the BPD or other agencies involving students on a campus served by an SRO will be provided to the SRO, but the SRO will not normally be actively involved in off-campus investigations.
- E. Collaborate with the School District administration to develop and implement plans and strategies to prevent and/or minimize dangerous situations on or near school property or involving students at school-related activities.
- F. The SRO will coordinate all of his or her activities with the principal or his or her designee and staff members concerned and will seek permission, guidance, and advice prior to enacting any programs within the school.
- G. The SRO is first and foremost a law enforcement officer. This fact must be constantly reinforced. When enforcing laws on a school campus, the SRO shall seek, as the situation allows, to respond to issues with students in a manner that is appropriate to the age and sex of the student and with sensitivity toward both the captivity of the students and the need to protect them from disruption of the learning environment. The School District will place high preference on resolving school safety matters caused by a student through an alternative, non-criminal process. It may be most appropriate for an SRO to document school safety matters in a report for dissemination to the McLean County State's Attorney's and/or Juvenile Probation Offices for those offices to determine whether alleged crimes will be charged or deferred for other alternative service.
- H. Develop expertise in presenting various subjects (particularly in meeting federal and state mandates in drug abuse prevention education) and provide presentations at the request of School District personnel in accordance with the established curriculum.

- I. Become aware of Board of Education policies affecting students and employees, and consult with and coordinate SRO activities through the School District administration.
- J. Coordinate with School District administration and be responsible for law enforcement and security activities pertaining to School District facilities pursuant to this Agreement, maintaining compliance with 105 ILCS 5/22-85.
- K. Serve as a positive role model to improve the image of law enforcement officers in the eyes of students and the community.
- L. Provide written incident/activity documentation to the School District Superintendent in form, content and duration reasonably requested by the Superintendent.

5. No Employment Relationship. It is the express intent of the parties that nothing contained herein shall be deemed to create an employer-employee relationship between the School District and the City or between the School District and the SROs, it being the express intent of the parties that the City and School District shall be contracting as independent parties, and the City shall perform services, through its SROs, as an independent contractor for the School District. The SROs shall at all times remain under the principal supervision of the Police Chief (or designee) of the BPD, and in the event of any conflict between the directions issued by the Police Chief and requests of any School District representatives, the directions issued by the Police Chief or designee shall prevail. As guests of the School District, SROs shall be subject to school rules and shall at all times be responsive to school officials' directives except insofar as enforcement of laws may be necessary to protect the safety of the school. Only the City and the BPD may discipline the SROs.

6. Financial Arrangement. Although the SROs will be full-time employees of the BPD, receiving the bargained for benefits of a BPD officer, the School District, in a cooperative effort to fund the SRO Program, shall pay to the City the following amounts:

- A. For the current fiscal year through July 1, 2023, \$50,000 per each SRO assigned to and actively staffed in the School District.
- B. For the School District's fiscal year starting July 1, 2023 and continuing for fiscal years thereafter while this Agreement remains in full force and effect, 75% of each assigned and agreed SRO's base salary as set forth in the applicable Unit 21 collective bargaining agreement, for each SRO that is actively staffed in and assigned to the School District. By June 30 of each year the City shall provide the School District with a report showing the base salary of each SRO officer. The School District shall thereafter make payments based on its normal billing cycle. In addition, if in any fiscal year an SRO is requested and able to work for School District events which occur outside of regular school hours, when requested by the School District, the School District shall pay 100% of the SRO's overtime wages.

The City shall provide the necessary vehicles, clothing, equipment, and training for the SROs. If in any year, the School District provides written notice and ceases to utilize one or more SROs, the amount owed for that SRO shall be prorated based on the amount of time the SRO was assigned to the School District.

7. Term of Agreement. The initial term of this Agreement is for three (3) years commencing on January 1, 2023, and ending on December 31, 2025. Following the initial term, this Agreement shall be automatically renewed for successive one-year periods unless either party provides notice of termination in accordance with Section 8.

8. Termination. This agreement may be terminated by either Party by providing written notice of termination to the other party not less than sixty (60) days prior to the effective date of such notice.

9. Notices. All notices, demands or other writings in this Agreement provided to be given or made or sent, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, postage prepaid, and addressed as follows:

To City: City of Bloomington
 Attn: City Manager
 115 E. Washington Street, Suite 402
 Bloomington, IL 61701

Copy: City of Bloomington
 Attn: Police Chief
 305 South East Street
 Bloomington, IL 61701

To School District: School District #87
 Attn: Superintendent
 300 E. Monroe Street
 Bloomington, IL 61701

10. Indemnification. The City agrees to indemnify, defend and hold harmless the School District and any of its officers, employees or agents from and against any and all losses, damages, costs and expenses (including reasonable attorneys' fees and expenses) in any manner resulting from or arising out of any willful act or omission of the SRO or any breach of the City's obligations under this Agreement. The School District agrees to indemnify, defend and hold harmless the City and any of its officers, employees and agents from and against any and all losses, damages, costs and expenses (including reasonable attorneys' fees and expenses) in any manner resulting from or arising out of any willful act or omission of any of its employees or any breach of the School District's obligations under this Agreement.

11. Legal Compliance. Both parties shall comply with any and all federal, state and local laws and regulations now in effect or hereafter enacted during the term of this Agreement, which are applicable to the parties, their employees, agents or subcontractors, if any, with respect to the SRO Program described in this Agreement.

12. Entire Agreement. This Agreement constitutes the whole and entire agreement between the parties. No prior agreement, negotiations, relationships, understanding, course of dealing, or usage forms any part of this Agreement.

13. Duplicate Originals. This Agreement may be executed in counterparts, and any party hereto may sign any counterpart. The Agreement shall be effective when each party hereto shall have signed a counterpart and a set of counterparts bearing the signatures of each party hereto shall constitute the Agreement as fully as if all the parties have signed a single document.

14. Voluntary Agreement. Each of the parties hereto has entered into this Agreement as its free and voluntary act. Each of the parties hereto has had the advice and benefit of counsel in making this Agreement and knows and fully understands the terms of this Agreement.

15. Repeal of 2011 Intergovernmental Agreement. Effective upon the adoption of this Agreement, the parties hereby agree that the Intergovernmental Agreement between the parties dated September 30, 2011, shall be terminated and no longer in place or effect.

16. Severability. If any provision of this Agreement or any application of this Agreement to any entity, or employee is held to be contrary to law by a body of competent jurisdiction and pursuant to final Order or judgment, then such provision or application shall not be valid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

17. Force Majeure. If at any time during this Agreement, the performance of any obligation hereunder by City shall be prevented or delayed, in whole or in part, by reason of any hostility or civil commotion, sabotage, epidemic and pandemic, strike, lockout, or act of God, the School District shall have no right to terminate this Agreement, nor shall the School District be entitled to any damages against the City in respect to non-performance. As soon as practicable, and at the sole discretion of the City, the City shall resume performance of its contractual obligations

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed on the date first written above.

**BOARD OF EDUCATION OF BLOOMINGTON
COMMUNITY UNIT SCHOOL DISTRICT NO. 87**

By: _____

Its President

ATTEST:

Its Secretary

CITY OF BLOOMINGTON, ILLINOIS

By: _____
Its Mayor

ATTEST:

Its Clerk



CONSENT AGENDA ITEM NO. 7.E

FOR COUNCIL: February 13, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on 1) an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2023, to allocate American Rescue Plan Act (ARPA) Funds in the amount of \$2,966,293.45, and increasing the Capital Improvement (Asphalt & Concrete) Fund revenue and expense budget by \$2,966,293.45, and 2) an Ordinance Authorizing a Construction Agreement between the City of Bloomington and H.J. Eppel & Company for the FY 2023 General Resurfacing - Phase 2 Project (Bid #2023-17), in the amount of \$1,563,708.30, as requested by the Public Works Department and the Parks and Recreation Department.

RECOMMENDED MOTION: The proposed Ordinances be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 2a. Better quality roads and sidewalks

Objective 5a. Well-planned City with necessary services and infrastructure

BACKGROUND: If approved, the City will amend its budget and enter into an agreement with H.J. Eppel for the Fiscal Year (FY) 2023 General Resurfacing - Phase 2 Project. The Project was advertised by the City to solicit competitive bids. Bids were received until 10:10 AM Thursday, January 12, 2023, electronically via the City's e-Procurement Portal, OpenGov. The City's Local Preference Policy did not apply to this project due to use of ARPA (American Rescue Plan Act) funds. H.J. Eppel was the lowest responsible bidder among three bids opened on January 12th. The bids are calculated by quantity prices and total quantities based on the project scope. A full bid tabulation is included.

This is the second phase of an annual maintenance contract, which includes multiple streets assigned at various times throughout the fiscal year. Therefore, the start and completion dates for each street will vary. All street resurfacing shall be complete by October 27, 2023, and all travel lanes shall be open to traffic by that date. Pavement markings, clean-up, and other minor work items as determined by the City may be completed after October 27, 2023. This Project will resurface 2.7 centerline miles or 6.7 lane miles of city streets. A lane mile is one mile of roadway in a single twelve-foot lane. The project also includes the resurfacing of 0.6 miles of ten-foot-wide trails within Tipton Park.

Public Works Department staff perform minor maintenance to streets and alleys, including pothole repair and minor patches. Major street work is handled by contractors working for the City. Each year, the City hires contractors to resurface streets. Resurfacing a street may include milling off the existing surface, spot repairs, and adjusting manholes and other

utilities in the street. Many streets will receive two layers of new hot mix asphalt. Typically, this will include a binder layer and a surface layer. A map and list of streets for this year's work is attached.

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

Following review of the FY2023 General Resurfacing Program, staff recommends the allocation shown in the capital project summary as the best use of available funding. The budgeted amount is shown for reference only. Contingency is included in the bid and shall be used for unforeseen issues which may arise during the project. This contingency shall be at the City's sole discretion and any amount not used during the project shall revert to the City and not be paid to the contractor.

Public Works plans to present a status of the City's street infrastructure system to Council at a later date, which will provide information such as the current condition of the street system and suggested funding scenarios to reach possible street system condition targets.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Invitation to Bid was advertised in *The Pantagraph* and on *OpenGov* on December 15, 2022.

FINANCIAL IMPACT: If approved, the not to exceed amount of \$1,563,708.30 will be awarded to H.J. Eppel & Company for the FY 2023 General Resurfacing - Phase 2 Project to be paid out of the following funds:

1. Capital Improvement (Asphalt & Concrete) Fund-Street Construction & Improvement (40120200-72530) for \$247,414.85.
2. Capital Improvement (Asphalt & Concrete) Fund-Street Construction & Improvement-American Rescue Plan Act (ARPA) Funds (40120200-72530-75000) for \$1,266,293.45.
3. Capital Improvement- (Bike Trail) (40100100-72580) for \$50,000.00.

Please see the attached Exhibit for the account details on the budget amendment.

AMERICAN RESCUE PLAN FUNDING IMPACT: Council authorized \$9M in ARPA related Infrastructure via Resolution. Of that, \$4M has been targeted for Roads and Sidewalks, with \$2M to be utilized in each of FY23 and FY24. All ARPA funds were initially deposited to the General Fund. If approved, the February 13, 2023 Council memos for Resurfacing and Sidewalks will: A) Authorize reallocation of the full \$4M to the Asphalt and Concrete Fund: Resurfacing \$2,966,293.45 and Sidewalks \$1,033,706.55 = \$4M total, and B) Award the FY23 \$2M projects: Resurfacing \$1,266,293.45 and Sidewalks \$733,706.55 = \$2M total. The remaining \$2M reallocated to the Asphalt and Concrete Fund from the General Fund will roll forward into FY24 as available reserves and be utilized in the coming fiscal year.

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: 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. 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, Objective TAQ-1.4. Pedestrian safety for users of all transportation facilities with a Sidewalk Master Plan, and sidewalk system that provides safe access throughout the transportation network.

Respectfully submitted for consideration.

Prepared by: Craig Shonkwiler, Assistant Director of Public Works/City Engineer

ATTACHMENTS:

[PW 1B Budget Amendment Ordinance](#)
[PW 1C Budget Amendment Ordinance Exhibit](#)
[PW 1D Construction Agreement Ordinance](#)
[PW 1E Agreement](#)
[PW 1F Bid Tab](#)
[PW 1G Resurfacing Map](#)
[PW 1H List of Streets](#)
[PW 1I Capital Project Summary](#)

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2023, TO ALLOCATE ARPA FUNDS IN THE AMOUNT OF \$2,966,293.45, AND INCREASING THE CAPITAL IMPROVEMENT (ASPHALT & CONCRETE) FUND REVENUE AND EXPENSE BUDGET BY \$2,966,293.45.

WHEREAS, on April 11, 2022, by Ordinance Number 2022-26, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Beginning May 1, 2022, and Ending April 30, 2023, City of Bloomington, which Ordinance was approved by Mayor Mboka Mwilambwe on April 13, 2022; and

WHEREAS, a Budget Amendment is needed amending the Fiscal Year 2023 Budget to allocate budgeted ARPA funds, in the amount of \$2,966,293.45, and increasing the Capital Improvement (Asphalt & Concrete) Fund revenue and expense budget by \$2,966,293.45, of which \$1,266,293.45 will be utilized for the FY 2023, for the FY23 General Resurfacing - Phase 2 Project;

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

Section 1. Ordinance Number 2022-26 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2023) is further hereby amended by inserting the following items and amount presented in the Exhibit and in the appropriate place in said Ordinances.

Section 2. Except as provided for herein, Ordinance Number 2022-26 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2022-26.

Section 3. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

Section 4. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

Section 5. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 13th day of February 2023.

APPROVED this ____ day of February 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

FY 2023 Budget Amendment-Exhibit

Account #	Fund	Account Description	Amount	Comments
40120200-53110-75000	Asphalt & Concrete	Federal Grants	\$ (2,966,293.45)	
40120200-72530-75000	Asphalt & Concrete	Street Construction & Improvements	\$ 1,266,293.45	
40120200-79196	Asphalt & Concrete	Contribution to Fund Balance	\$ 1,700,000.00	
		Net Transaction:	\$ -	

ORDINANCE NO. 2023-_____

AN ORDINANCE AUTHORIZING A CONSTRUCTION AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND H.J. EPEL & COMPANY FOR THE FY 2023 GENERAL RESURFACING - PHASE 2 PROJECT (BID #2023-17), IN THE AMOUNT OF \$1,563,708.30

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

WHEREAS, subject to the provisions of the City Code, City staff recommend an Agreement with H.J. Eppel & Company be approved for the FY (Fiscal Year) 2023 General Resurfacing - Phase 2 Project ("Project") in the amount of \$1,563,708.30; and

WHEREAS, Project consists of the work necessary to resurface streets including contingencies; and

WHEREAS, the City Council finds it in the best interest of the City to approve the agreement;

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

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

Section 2. The Agreement is approved and the City Manager, or his designee, are authorized to execute the Agreement, and any other necessary documents to effectuate the purchase. The City Manager, or designee, is further authorized to approve any changes to the work utilizing the contingency amount set forth in the Agreement and within the Agreement amount, to the extent the City Manager finds such to be in the best interests of the City.

Section 3. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

Section 4. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

Section 5. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 13th day of February 2023.

APPROVED this ____ day of February 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

**CITY OF BLOOMINGTON AGREEMENT WITH
H.J. EPEL & CO., INC.
FOR
FY 2023 GENERAL RESURFACING – PHASE 2 PROJECT**

THIS AGREEMENT, dated this 13th day of February, 2023, is between the City of Bloomington, IL (hereinafter "CITY") and H.J. Epel & Co., 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 subject to the following procurement initiative by the CITY:

"FY 2023 General Resurfacing – Phase 2 Project (Bid #2023-17)" (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 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 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:

H.J. Eppel & Co., Inc.
Attn: Mark Eppel
1400 Tuesburg Ct.
Pontiac, IL 61764
Mark@Eppel.com

Copy to:
H.J. Eppel & Co., Inc.
Attn: Andy Eppel
1400 Tuesburg Ct.
Pontiac, IL 61764
Andy@Eppel.com

If to CITY:

City of Bloomington
Attn: City Manager
115 E. Washington St., Suite 103
Bloomington, IL 61701
admin@cityblm.org

Copy to:
City of Bloomington
Attn: Legal Department
115 E. Washington St., Suite 103
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 Space Sharing Agreement as of the date first above written.

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

H.J. EPPEL & CO., INC.

By: _____
Its PRESIDENT

By: _____
Its SECRETARY



EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

PROJECT COMPLETION DATE PLUS WORKING DAYS

All major items of work shall be completed on or before **October 27, 2023**. After **October 27, 2023**, the Contractor shall be allowed **ten (10) working days** to complete minor work items. The Contractor is advised that multiple crews may be needed to complete the work by this deadline. All street resurfacing shall be complete by October 27, 2023, and all travel lanes shall be open to traffic by that date. Pavement markings, clean-up, and other minor work items as determined by the Engineer may be completed after October 27, 2023.

- Major items of work to include:
 - 1. Approximately 4,419 TON Hot-Mix Asphalt Surface Course, Mix C, N50
 - 2. Approximately 752 TON Hot-Mix Asphalt Binder Course, IL-9.5, N50
 - 3. Approximately 24,064 SQ YD Hot-Mix Asphalt Surface Removal 1-1/2"
 - 4. Approximately 1,341 SQ YD Pavement Patching 6", Special 5. Approximately 62 EA Manhole to be Adjusted, Special

DESCRIPTION OF THE WORK

This work consists primarily of the removal of existing pavement surfaces and the placement of asphalt overlay at various locations as show on the plans. The work shall include all labor, materials, tools, and equipment necessary for the proper execution and completion of the work as shown in the plans and as specified. It shall also include all work not specifically mentioned by which is reasonably and properly inferable and necessary for the completion of the work.

PLAN QUANTITIES

Highlighted terms are changes from IDOT standard via special provision

CITY OF BLOOMINGTON
FY 2023 GENERAL RESURFACING - PHASE 2

City Project 50-01-53002-23-01

PLAN QUANTITIES

ITEM NO.	ITEM	UNITS	PLAN QTY											
				HASTINGS AVE	KINGSBURY CT	MOORE ST	OLIVE ST	SEVILLE RD	SEVILLE RD	SEVILLE RD	WASHINGTON ST	WASHINGTON ST	WOODRUFF DR	TRAILS
COB60200	MANHOLE TO BE ADJUSTED, SPECIAL	EA	62	3	2		3	2		3	10	8	4	
COB60201	NEW FRAME & GRATE, TYPE 1	EA	19	3	1			2		3				
COB60207	VALVE BOX TO BE ADJUSTED, SPECIAL	EA	36	2	2	1	2	1			11	3		
COB60208	NEW FRAME AND CLOSED LID (FOR VALVE BOX)	EA	9				2	1			1	1		
COB44208	PAVEMENT PATCHING, 6", SPECIAL	SY	1341		37	43		37	75	454				
COB40800	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 6"	TON	16							7			3	
20033700	LONGITUDINAL JOINT SEALANT	FT	13413	983	614		750	255	443	443	1,280	905	1,111	
40602205	POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT)	LB	27634	1,998	844	2,004	1,013	603	304	914	3,686	2,240	1,526	1,961
40602978	HOT-MIX ASPHALT BINDER COURSE, IL-4.5, N50	TON	752	166						76		279		
40603310	HOT-MIX ASPHALT SURFACE COURSE, MIX C, N50	TON	4419	249	184	375	189	113	57	114	496	279	380	310
COB40600	SAND MIX, N50, IL-4.75	TON	276								168			
40600952	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SY	112											112
44000155	HOT-MIX ASPHALT SURFACE REMOVAL 1 1/2"	SY	24064			4,453	2,250	1,339	674		3,318			
44000156	HOT-MIX ASPHALT SURFACE REMOVAL 1 3/4"	SY	3997		1,875									
44000157	HOT-MIX ASPHALT SURFACE REMOVAL 2"	SY	7500							1,354			3,588	
44000159	HOT-MIX ASPHALT SURFACE REMOVAL 2 1/2"	SY	5944	2,980										
44000161	HOT-MIX ASPHALT SURFACE REMOVAL 3"	SY	3318									3,318		
40600990	TEMPORARY RAMP	FT	1007	97						46	277	176	131	
COB7000	SPEED HUMP (SPECIAL)	EA	6								4	2		
73000400	THERMOPLASTIC PAVEMENT MARKING LINE, 6"	FT	2188			122					1,084			
73000600	THERMOPLASTIC PAVEMENT MARKING LINE, 12"	FT	487								255	232		
73000650	THERMOPLASTIC PAVEMENT MARKING LINE, 24"	FT	34			21								
73001100	THERMOPLASTIC PAVEMENT MARKING LETTERS & SYMBOLS	SF	172								171.6			
70300100	SHORT TERM PAVEMENT MARKING, 4 INCH	FT	2065								2,055			
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	FT	685								685			
COB70100	TRAFFIC CONTROL COMPLETE	LS	1.00											
620	EXTRA WORK	LS	1.00											

Highlighted items are changed from IDOT standard via special provision

**EXHIBIT B
COSTS/FEES**

Payment: Total cost shall not exceed \$1,563,708.30

PRICE TABLES

FY 2023 GENERAL RESURFACING PHASE 2

** Items are changed from IDOT standard via special provision

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
**COB60200	MANHOLE TO BE ADJUSTED, SPECIAL	62	EA	\$1,435.00	\$88,970.00
**COB60201	NEW FRAME & GRATE, TYPE 1	19	EA	\$630.00	\$11,970.00
**COB60207	VALVE BOX TO BE ADJUSTED, SPECIAL	36	EA	\$480.00	\$17,280.00
**COB60208	NEW FRAME AND CLOSED LID (FOR VALVE BOX)	9	EA	\$970.00	\$8,730.00
**COB44206	PAVEMENT PATCHING, 6", SPECIAL	1,341	SY	\$127.00	\$170,307.00
**COB40800	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 6"	16	TON	\$235.00	\$3,760.00
**20033700	LONGITUDINAL JOINT SEALANT	13,413	FT	\$3.45	\$46,274.85
40600295	POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT)	27,634	LB	\$1.70	\$46,977.80
**40602978	HOT-MIX ASPHALT BINDER COURSE, IL-9.5, N50	752	TON	\$138.00	\$103,776.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
**40603310	HOT-MIX ASPHALT SURFACE COURSE, MIX C, N50	4,419	TON	\$130.00	\$574,470.00
**COB40600	SAND MIX, N50, IL-4.75	276	TON	\$195.00	\$53,820.00
40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	112	SY	\$20.00	\$2,240.00
44000155	HOT-MIX ASPHALT SURFACE REMOVAL 1 1/2"	24,064	SY	\$3.40	\$81,817.60
44000156	HOT-MIX ASPHALT SURFACE REMOVAL 1 3/4"	3,997	SY	\$4.00	\$15,988.00
44000157	HOT-MIX ASPHALT SURFACE REMOVAL 2"	7,509	SY	\$4.80	\$36,043.20
44000159	HOT-MIX ASPHALT SURFACE REMOVAL 2 1/2"	5,644	SY	\$4.40	\$24,833.60
44000161	HOT-MIX ASPHALT SURFACE REMOVAL 3"	3,318	SY	\$4.60	\$15,262.80
**40600990	TEMPORARY RAMP	1,007	FT	\$19.75	\$19,888.25
**COB7000	SPEED HUMP (SPECIAL)	6	EA	\$4,500.00	\$27,000.00
78000400	THERMOPLASTIC PAVEMENT MARKING LINE, 6"	2,188	FT	\$4.05	\$8,861.40
78000600	THERMOPLASTIC PAVEMENT MARKING LINE, 12"	487	FT	\$8.15	\$3,969.05
78000650	THERMOPLASTIC PAVEMENT MARKING LINE, 24"	34	FT	\$16.25	\$552.50
78001100	THERMOPLASTIC PAVEMENT MARKING LETTERS & SYMBOLS	172	SF	\$16.50	\$2,838.00
**70300100	SHORT TERM PAVEMENT MARKING, 4 INCH	2,055	FT	\$0.85	\$1,746.75
**70300150	SHORT TERM PAVEMENT MARKING REMOVAL	685	FT	\$4.90	\$3,356.50

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
**COB70100	TRAFFIC CONTROL COMPLETE	1	LS	\$22,975.00	\$22,975.00
**620	EXTRA WORK	1	LS	\$170,000.00	\$170,000.00
TOTAL					\$1,563,708.30



EVALUATION TABULATION

ITB No. Bid #2023-17

FY 2023 General Resurfacing Phase 2

RESPONSE DEADLINE: January 12, 2023 at 10:10 am

Report Generated: Saturday, January 21, 2023

SELECTED VENDOR TOTALS

Vendor	Total
HJ Eppel & Co.	\$1,563,708.30
Rowe Construction, a Div of UCM, Inc.	\$1,673,320.81
Mclean County Asphalt	\$1,755,929.72

FY 2023 GENERAL RESURFACING PHASE 2

** Items are changed from IDOT standard via special provision

					HJ Eppel & Co.		Mclean County Asphalt		Rowe Construction, a Div of UCM, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	**COB60200	MANHOLE TO BE ADJUSTED, SPECIAL	62	EA	\$1,435.00	\$88,970.00	\$1,150.00	\$71,300.00	\$1,300.00	\$80,600.00
X	**COB60201	NEW FRAME & GRATE, TYPE 1	19	EA	\$630.00	\$11,970.00	\$1,700.00	\$32,300.00	\$726.57	\$13,804.83
X	**COB60207	VALVE BOX TO BE ADJUSTED, SPECIAL	36	EA	\$480.00	\$17,280.00	\$350.00	\$12,600.00	\$953.93	\$34,341.48

EVALUATION TABULATION

ITB No. Bid #2023-17

FY 2023 General Resurfacing Phase 2

Selected	Line Item	Description	Quantity	Unit of Measure	HJ Eppel & Co.		Mclean County Asphalt		Rowe Construction, a Div of UCM, Inc.	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	**COB60208	NEW FRAME AND CLOSED LID (FOR VALVE BOX)	9	EA	\$970.00	\$8,730.00	\$728.82	\$6,559.38	\$430.48	\$3,874.32
X	**COB44206	PAVEMENT PATCHING, 6", SPECIAL	1341	SY	\$127.00	\$170,307.00	\$69.44	\$93,119.04	\$80.00	\$107,280.00
X	**COB40800	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 6"	16	TON	\$235.00	\$3,760.00	\$162.07	\$2,593.12	\$337.89	\$5,406.24
X	**Z0033700	LONGITUDINAL JOINT SEALANT	13413	FT	\$3.45	\$46,274.85	\$7.25	\$97,244.25	\$5.45	\$73,100.85
X	40600295	POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT)	27634	LB	\$1.70	\$46,977.80	\$1.59	\$43,938.06	\$2.53	\$69,914.02
X	**40602978	HOT-MIX ASPHALT BINDER COURSE, IL-9.5, N50	752	TON	\$138.00	\$103,776.00	\$152.80	\$114,905.60	\$137.88	\$103,685.76
X	**40603310	HOT-MIX ASPHALT SURFACE COURSE, MIX C, N50	4419	TON	\$130.00	\$574,470.00	\$151.75	\$670,583.25	\$130.48	\$576,591.12
X	**COB40600	SAND MIX, N50, IL-4.75	276	TON	\$195.00	\$53,820.00	\$164.78	\$45,479.28	\$203.47	\$56,157.72

EVALUATION TABULATION

Invitation to Bid - FY 2023 General Resurfacing Phase 2

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EVALUATION TABULATION

ITB No. Bid #2023-17

FY 2023 General Resurfacing Phase 2

Selected	Line Item	Description	Quantity	Unit of Measure	HJ Eppel & Co.		Mclean County Asphalt		Rowe Construction, a Div of UCM, Inc.	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	112	SY	\$20.00	\$2,240.00	\$31.26	\$3,501.12	\$44.01	\$4,929.12
X	44000155	HOT-MIX ASPHALT SURFACE REMOVAL 1 1/2"	24064	SY	\$3.40	\$81,817.60	\$4.92	\$118,394.88	\$4.95	\$119,116.80
X	44000156	HOT-MIX ASPHALT SURFACE REMOVAL 1 3/4"	3997	SY	\$4.00	\$15,988.00	\$5.67	\$22,662.99	\$5.34	\$21,343.98
X	44000157	HOT-MIX ASPHALT SURFACE REMOVAL 2"	7509	SY	\$4.80	\$36,043.20	\$6.75	\$50,685.75	\$6.16	\$46,255.44
X	44000159	HOT-MIX ASPHALT SURFACE REMOVAL 2 1/2"	5644	SY	\$4.40	\$24,833.60	\$7.50	\$42,330.00	\$6.88	\$38,830.72
X	44000161	HOT-MIX ASPHALT SURFACE REMOVAL 3"	3318	SY	\$4.60	\$15,262.80	\$9.73	\$32,284.14	\$7.85	\$26,046.30
X	**40600990	TEMPORARY RAMP	1007	FT	\$19.75	\$19,888.25	\$29.00	\$29,203.00	\$11.91	\$11,993.37
X	**COB7000	SPEED HUMP (SPECIAL)	6	EA	\$4,500.00	\$27,000.00	\$5,098.76	\$30,592.56	\$8,483.08	\$50,898.48

EVALUATION TABULATION

Invitation to Bid - FY 2023 General Resurfacing Phase 2

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EVALUATION TABULATION

ITB No. Bid #2023-17

FY 2023 General Resurfacing Phase 2

Selected	Line Item	Description	Quantity	Unit of Measure	HJ Eppel & Co.		Mclean County Asphalt		Rowe Construction, a Div of UCM, Inc.	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	78000400	THERMOPLASTIC PAVEMENT MARKING LINE, 6"	2188	FT	\$4.05	\$8,861.40	\$7.64	\$16,716.32	\$4.06	\$8,883.28
X	78000600	THERMOPLASTIC PAVEMENT MARKING LINE, 12"	487	FT	\$8.15	\$3,969.05	\$11.30	\$5,503.10	\$8.14	\$3,964.18
X	78000650	THERMOPLASTIC PAVEMENT MARKING LINE, 24"	34	FT	\$16.25	\$552.50	\$18.60	\$632.40	\$16.28	\$553.52
X	78001100	THERMOPLASTIC PAVEMENT MARKING LETTERS & SYMBOLS	172	SF	\$16.50	\$2,838.00	\$18.90	\$3,250.80	\$16.54	\$2,844.88
X	**70300100	SHORT TERM PAVEMENT MARKING, 4 INCH	2055	FT	\$0.85	\$1,746.75	\$1.91	\$3,925.05	\$0.85	\$1,746.75
X	**70300150	SHORT TERM PAVEMENT MARKING REMOVAL	685	FT	\$4.90	\$3,356.50	\$1.84	\$1,260.40	\$1.69	\$1,157.65
X	**COB70100	TRAFFIC CONTROL COMPLETE	1	LS	\$22,975.00	\$22,975.00	\$34,365.23	\$34,365.23	\$40,000.00	\$40,000.00
X	**620	EXTRA WORK	1	LS	\$170,000.00	\$170,000.00	\$170,000.00	\$170,000.00	\$170,000.00	\$170,000.00

EVALUATION TABULATION

Invitation to Bid - FY 2023 General Resurfacing Phase 2

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EVALUATION TABULATION
ITB No. Bid #2023-17
FY 2023 General Resurfacing Phase 2

					HJ Eppel & Co.		McLean County Asphalt		Rowe Construction, a Div of UCM, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
Total						\$1,563,708.30		\$1,755,929.72		\$1,673,320.81

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	HJ Eppel & Co.	McLean County Asphalt	Rowe Construction, a Div of UCM, Inc.
Authorized Person(s)	Pass	Pass	Pass
Bid Bond	Pass	Pass	Pass
Contractors Certification of Compliance with Gift Ban Act	Pass	Pass	Pass
Substance Abuse Prevention Program - Public Act 95-0635	Pass	Pass	Pass
Contractors Certification of Compliance with Public Act 85-1295	Pass	Pass	Pass
Contractors Certification of Compliance with 2CFR180	Pass	Pass	Pass
Insurance	Pass	Pass	Pass
Certificate of Insurance	Pass	Pass	Pass
Non-Discrimination	Pass	Pass	Pass
Equal Opportunity Guidelines	Pass	Pass	Pass
General Save and Hold Harmless	Pass	Pass	Pass
References	Pass	Pass	Pass
Bid Form	Pass	Pass	Pass
Apprenticeship Training	Pass	Pass	Pass

EVALUATION TABULATION

ITB No. Bid #2023-17

FY 2023 General Resurfacing Phase 2

Question Title	HJ Eppel & Co.	McLean County Asphalt	Rowe Construction, a Div of UCM, Inc.
Apprenticeship Training Documentation	Pass	Pass	Pass
Prevailing Wage	Pass	Pass	Pass
Minority Owned, Women Owned, Veteran Owned, Small Business Certifications	Pass	Pass	Pass
Subcontractor - Category Information	Pass	Pass	Pass
American Rescue Plan Act Requires Supplemental Agreement Provisions	Pass	Fail	Pass
Certification Regarding Lobbying	Pass	Pass	Pass
Other Documentation	Pass	Pass	Pass
Equal Opportunity Plan	No Response	No Response	No Response
Equal Employment Opportunity	Pass	Pass	Pass
Business Classification	Pass	Pass	Pass
Principal Office	Pass	Pass	Pass
EEO Policies and Practices - 1	Pass	Pass	Pass
EEO Policies and Practices - 2	Pass	Pass	Pass
EEO Policies and Practices - 3	Pass	Pass	Pass
EEO Policies and Practices - 4	Pass	Pass	Pass
EEO Policies and Practices - 5	Pass	Pass	Pass
EEO Policies and Practices - 6	Pass	Pass	Pass
EEO Policies and Practices - 7	Pass	Pass	Pass
EEO Policies and Practices - 8	Pass	Pass	Pass
EEO Policies and Practices - 9	Pass	Pass	Pass

EVALUATION TABULATION

Invitation to Bid - FY 2023 General Resurfacing Phase 2

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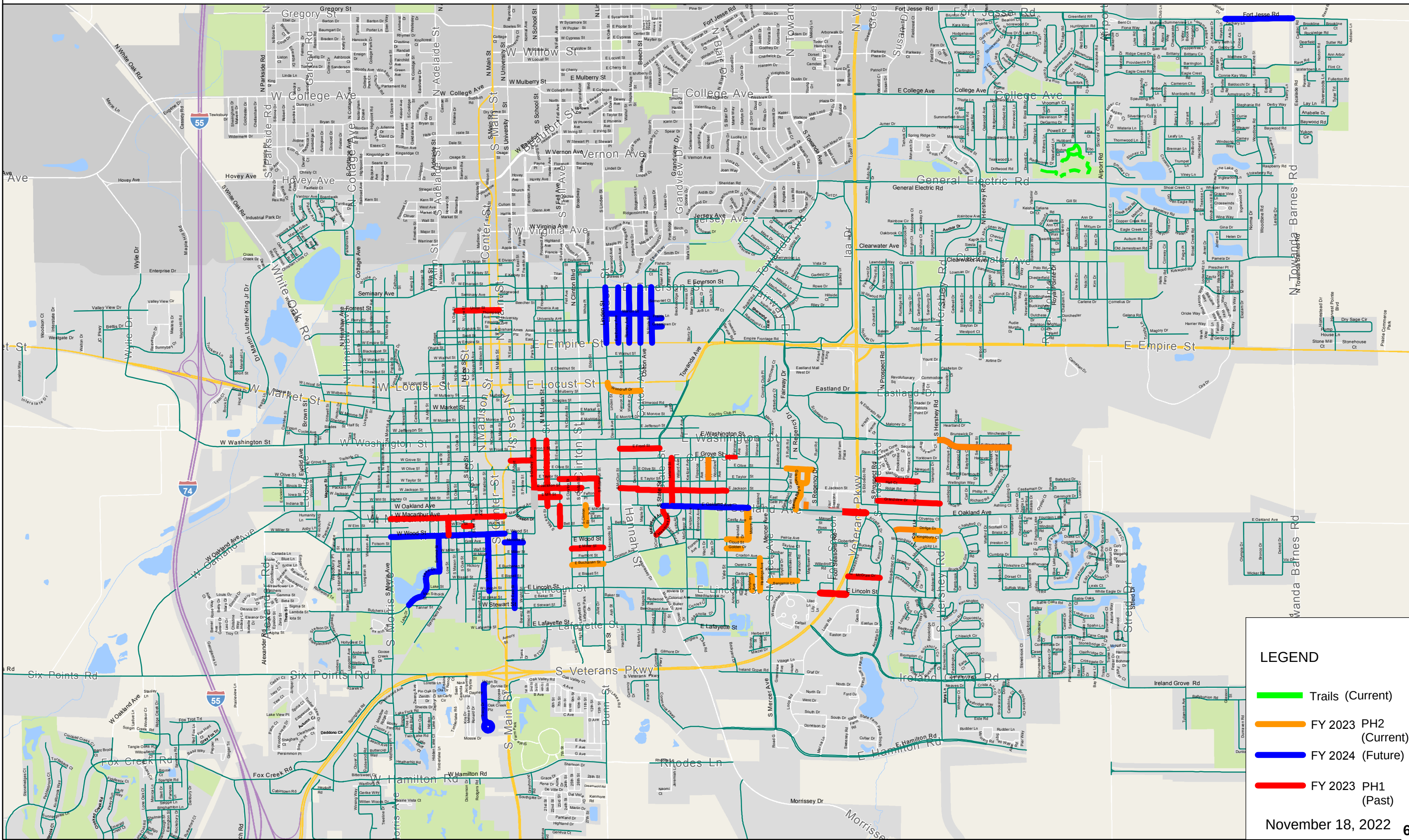
EVALUATION TABULATION
ITB No. Bid #2023-17
FY 2023 General Resurfacing Phase 2

Question Title	HJ Eppel & Co.	Mclean County Asphalt	Rowe Construction, a Div of UCM, Inc.
EEO Policies and Practices - 10	Pass	Pass	Pass
Employment Information	Pass	Pass	Pass
Workforce Analysis Form	Pass	Pass	Pass
Certification	Pass	Pass	Pass

FY 2023 AND FY 2024
GENERAL RESURFACING OVERALL MAP



0 2,600 5,200
Feet



LEGEND

-  Trails (Current)
-  FY 2023 PH2 (Current)
-  FY 2024 (Future)
-  FY 2023 PH1 (Past)

November 18, 2022

FY23 GENERAL RESURFACING PHASE 2 STREET LIST

STREET	START	END	AREA SQ YD	LANE ⁽¹⁾ MILES
BENJAMIN LN	MERCER AVE	PARMON RD	2445	0.3
BUCHANAN ST	CLAYTON ST	BUNN ST	2684	0.4
CLINTON ST	BELL ST	OAKLAND AVE	1692	0.2
CLOUD ST	VALE ST	MOORE ST	1722	0.2
DODGE DR	BROADMOOR DR	COUNTRY LN	1744	0.2
DODGE DR	COUNTRY LN	HERSHEY RD	2030	0.3
DOLPHINE AVE	LINCOLN ST	GARLING DR	1197	0.2
GOLDEN DR	VALE ST	E END	1223	0.2
GRANADA RD	SEVILLE RD	OLIVE ST	1412	0.2
GUIDO CR	OAKLAND AVE	CUL DE SAC	1155	0.2
HARWOOD PL	TAYLOR ST	GROVE ST	2122	0.3
HASTINGS AVE	LINCOLN ST	CROXTON AVE	2960	0.4
KINGSBURY CT	COUNTRY LN	E END	1875	0.3
MOORE ST	CLOUD ST	OAKLAND AVE	4453	0.6
OLIVE ST	GRANT RD	E END	2250	0.3
SEVILLE RD	OAKLAND AVE	JACKSON ST	1339	0.2
SEVILLE RD	JACKSON ST	GRANADA RD	674	0.1
SEVILLE RD	GRANADA RD	OLIVE ST	1354	0.2
WASHINGTON ST	HERSHEY RD	SEASAME ST	5904	0.8
WASHINGTON ST	SEASAME ST	EVERGREEN LN	3318	0.5
WOODRUFF DR	LINDEN ST	COLTON AVE	3391	0.5

(1) A mile of roadway in a single 12 foot lane

TOTAL = 46944 6.7

FY23 GENERAL RESURFACING PHASE 2 TRAIL LIST

TRAIL	START	END	AREA SQ YD	TRAIL ⁽²⁾ MILES
TIPTON PARK	LOCATION 1	LOCATION 1	1667	0.3
TIPTON PARK	LOCATION 2	LOCATION 2	522	0.1
TIPTON PARK	LOCATION 3	LOCATION 3	778	0.1
TIPTON PARK	LOCATION 4	LOCATION 4	367	0.1
TIPTON PARK	LOCATION 5	LOCATION 5	355	0.1

(2) A mile of trail 10 feet wide

TOTAL = 3689 0.6

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

<u>Program</u>	<u>Budget</u>	<u>Bid Award As of 2/13/23</u>	<u>Unencumbered As of 2/13/23</u>
Multi-Year Street and Alley Resurface Program			
General Resurfacing Phase 1 (4)	\$ 5,220,438.92	5,220,438.92	-
General Resurfacing Phase 2 (Bid 2023-17) ARPA	\$ 1,157,927.22		
General Resurfacing Phase 2 (Bid 2023-17) Asph & Conc	\$ 355,781.08	1,563,708.30	-
Trail Resurfacing (Bid 2023-17)	\$ 50,000.00		
Pavement Preservation	\$ 100,000.00	-	100,000.00
Street, Alley & Sidewalk Maintenance (Bid 2022-34) (3)	\$ 173,780.00	173,780.00	-
Subtotal =	\$ 7,057,927.22	\$ 6,957,927.22	100,000.00
Multi-Year Sidewalk and Ramp Replacement Program			
Sidewalk and Curb Ramp Replacement Program Phase 1 (Bid 2022-28) (2)	\$ 1,070,371.28	1,070,371.28	-
Sidewalk and Curb Ramp Replacement Program Phase 2 (Bid 2023-16) ARPA	\$ 733,706.55		
Sidewalk and Curb Ramp Replacement Program Phase 2 (Bid 2023-16) Asph & Conc	\$ 79,628.72	813,335.27	-
Subtotal =	\$ 1,883,706.55	\$ 1,883,706.55	-
Total =	\$ 8,941,633.77	\$ 8,841,633.77	\$ 100,000.00

(1) The work shown in the above table is paid from the Capital Improvement Fund (Asphalt & Concrete) fund.

(2) Approved by Council on April 25, 2022

(3) Approved by Council on May 9, 2022

(4) Approved by Council on August 8, 2022



CONSENT AGENDA ITEM NO. 7.F

FOR COUNCIL: February 13, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on 1) an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2023, to Allocate ARPA (American Rescue Plan Act) Funds in the amount of \$1,033,706.55, and increasing the Capital Improvement (Asphalt & Concrete) Fund Revenue and Expense Budget by \$1,033,706.55 and, 2) an Ordinance Authorizing a Construction Agreement Between the City of Bloomington and George Gildner, Inc., for the FY 2023 Sidewalk and Curb & Gutter Replacement - Phase 2 Project (Bid #2023-16), in the amount of \$813,355.27, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Ordinances be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 2a. Better quality roads and sidewalks

Objective 5a. Well-planned City with necessary services and infrastructure

BACKGROUND: If approved, the City will amend its budget and enter into an agreement with George Gildner for the FY (Fiscal Year) 2023 - Phase 2 Sidewalk and Curb & Gutter Replacement Project. This project will include the improvement of 62 curb ramps, 27,526 square feet (1.0 miles) of sidewalk five feet wide, and 3,790 feet (0.7 miles) of curb and gutter. The project will also address an American with Disabilities Act compliance deficiency on Four Seasons Road.

The project was advertised by the City to solicit competitive bids. Bids for this contract were received until 10:00 AM Thursday, January 12, 2023, electronically via the City's e-Procurement Portal, OpenGov. The City's Local Preference Policy did not apply to this project due to the use of ARPA (American Rescue Plan Act) funds. However, George Gildner the lowest responsible bidder among the three bids opened on January 12th, is a local firm. The bids are calculated by quantity prices and total quantities for work envisioned for the coming year. A full bid tabulation is attached.

This is the second phase of an annual maintenance contract using, which includes multiple sidewalk sections assigned at various times throughout the fiscal year. Therefore, the start and completion dates for each sidewalk section will vary. All work under this contract shall be complete by September 29, 2023. Miscellaneous clean-up, and other minor work items as determined by the city may be completed after September 29, 2023.

Following review of the FY 2023 Phase 2 Sidewalk and Curb & Gutter Program, staff recommend the allocation shown in the capital project summary as the best use of available

funding. The budgeted amount is shown for reference only. Contingency is included in the bid and shall be used for unforeseen issues which may arise during the project. This contingency shall be at the City's sole discretion and any amount not used during the project shall revert to the City and not be paid to the contractor.

The Public Works Department will present a status of the City's sidewalk system to Council at a later date, which will provide information such as the current condition of the sidewalk system and suggested funding scenarios to reach possible sidewalk system condition targets.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Invitation to Bid was advertised in *The Pantagraph* and on *OpenGov* on December 15, 2022.

FINANCIAL IMPACT: If approved, \$813,335.27 will be awarded to George Gildner, Inc., for the FY 2023 Phase 2 Sidewalk and Curb & Gutter Project to be paid out of the following funds:

1. Capital Improvement (Asphalt & Concrete) Fund-Sidewalk account (40120200-72560) for \$79,628.72.
2. Capital Improvement (Asphalt & Concrete) Fund-Sidewalk-American Rescue Plan Act (ARPA) Funds (40120200-72560-75000) for \$733,706.55.

Please see the attached Exhibit for the account details on the budget amendment.

AMERICAN RESCUE PLAN FUNDING IMPACT: Council authorized \$9M in ARPA related Infrastructure via resolution. Of that, \$4M has been targeted for Roads and Sidewalks, with \$2M to be utilized in each of FY23 and FY24. All ARPA funds were initially deposited to the General Fund. The February 13, 2023 Council memos for Resurfacing and Sidewalks will: A) Authorize reallocation of the full \$4M to the Asphalt and Concrete Fund: Resurfacing \$2,966,293.45 and Sidewalks \$1,033,706.55 = \$4M total, and B) Award the FY23 \$2M projects: Resurfacing \$1,266,293.45 and Sidewalks \$733,706.55 = \$2M total. The remaining \$2M reallocated to the Asphalt and Concrete Fund from the General Fund will roll forward into FY24 as available reserves and be utilized in the coming fiscal year.

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the **Bloomington Comprehensive Plan 2035**: 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. 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, Objective TAQ- 1.4. Pedestrian safety for users of all transportation facilities with a Sidewalk Master Plan, and sidewalk system that provides safe access throughout the transportation network.

Respectfully submitted for consideration.

Prepared by: Craig Shonkwiler, Assistant Director of Public Works/City Engineer

ATTACHMENTS:

[PW 1B Budget Amendment Ordinance](#)

[PW 1D Agreement Ordinance](#)

[PW 1E Agreement](#)

[PW 1F Bid Tab](#)

[PW 1G Capital Project Summary](#)

[PW_Budget_Amendment_EXHIBIT.xlsx](#)

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE FISCAL YEAR ENDING APRIL 30, 2023, TO ALLOCATE ARPA FUNDS IN THE AMOUNT OF \$1,033,706.55, AND INCREASING THE CAPITAL IMPROVEMENT (ASPHALT & CONCRETE) FUND REVENUE AND EXPENSE BUDGET BY \$1,033,706.55.

WHEREAS, on April 11, 2022, by Ordinance Number 2022-26, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Beginning May 1, 2022, and Ending April 30, 2023, City of Bloomington, which Ordinance was approved by Mayor Mboka Mwilambwe on April 13, 2022; and

WHEREAS, a Budget Amendment is needed amending the Fiscal Year 2023 Budget to allocate budgeted ARPA (American Rescue Plan Act) funds, in the amount of \$1,033,706.55, and increasing the Capital Improvement (Asphalt & Concrete) Fund revenue and expense budget by \$1,033,706.55, of which \$733,706.55 will be utilized for the FY 2023 - Phase 2 Sidewalk and Curb & Gutter Replacement Project.

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

Section 1. Ordinance Number 2022-26 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2023) is further hereby amended by inserting the following items and amount presented in the Exhibit and in the appropriate place in said Ordinances.

Section 2. Except as provided for herein, Ordinance Number 2022-26 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2022-26.

Section 3. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

Section 4. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

Section 5. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 13th day of February 2023.

APPROVED this ____ day of February 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

ORDINANCE NO. 2023-_____

AN ORDINANCE AUTHORIZING A CONSTRUCTION AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND GEORGE GILDNER, INC., FOR THE FY 2023 SIDEWALK AND CURB & GUTTER REPLACEMENT PROJECT - PHASE 2 PROJECT (BID #2023-16), IN THE AMOUNT OF \$813,355.27

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

WHEREAS, subject to the provisions of the City Code, City staff is recommending an Agreement with George Gildner, Inc., be approved for the FY (Fiscal Year) 2023 Sidewalk and Curb & Gutter Replacement - Phase 2 Project ("Project") in the amount of \$813,355.27; and

WHEREAS, Project consists of work necessary to perform sidewalk and curb & gutter replacement and contingency line items; and

WHEREAS, the City Council finds it in the best interest of the City to approve the agreement;

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

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

Section 2. The Agreement is approved and the City Manager, or his designee, are authorized to execute the Agreement, and any other necessary documents to effectuate the purchase. The City Manager, or designee, is further authorized to approve any changes to the work utilizing the contingency amount set forth in the Agreement and within the Agreement amount, to the extent the City Manager finds such to be in the best interests of the City.

Section 3. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

Section 4. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

Section 5. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 13th day of February 2023.

APPROVED this ____ day of February 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

**CITY OF BLOOMINGTON AGREEMENT WITH
GEORGE GILDNER, INC.
FOR
FY 2023 – PHASE 2 SIDEWALK, CURB, AND GUTTER REPLACEMENT PROJECT**

THIS AGREEMENT, dated this 13th day of February, 2023, is between the City of Bloomington, IL (hereinafter "CITY") and George Gildner, 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 subject to the following procurement initiative by the CITY:

FY 2023 – Phase 2 Sidewalk, Curb, and Gutter Replacement Project (Bid #2023-16) (hereinafter "REQUEST"). Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS" and attached hereto as Exhibit B), 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 A and incorporated herein.

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

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 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:

George Gildner, Inc.
Attn: Doug Gildner
2031 Ireland Grove
Rd. Bloomington, IL
61704
gildnerinc@aol.com
Copy to:
George Gildner, Inc.
Attn: Steve Gildner
2031 Ireland Grove
Rd. Bloomington, IL
61704

If to CITY:

City of Bloomington
Attn: City Manager
115 E. Washington St., Suite 103
Bloomington, IL 61701
admin@cityblm.org

Copy to:
City of Bloomington
Attn: Legal Department
115 E. Washington St., Suite 103
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 B 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 Vice President

EXHIBIT A
DESCRIPTION OF SERVICES & COSTS

PROJECT COMPLETION DATE PLUS WORKING DAYS

All major items of work shall be completed on or before **September 29, 2023**. After **September 29, 2023**, the Contractor shall be allowed **ten (10) working days** to complete minor work items. The Contractor is advised that multiple crews may be needed to complete the work by this deadline. All sidewalk, curb and gutter, and inlet adjustments/reconstructions shall be complete by September 29, 2023, and all travel lanes shall be open to traffic by that date. Minor grading, seeding, clean-up and other minor work items as determined by the Engineer may be completed after September 29, 2023.

- Major items of work to include:
 - 1. Approximately 30,084 SQ FT Sidewalk Removal
 - 2. Approximately 4,097 SQ FT P.C.C. Sidewalk 6"
 - 3. Approximately 23,429 SQ FT P.C.C. Sidewalk 4"
 - 4. Approximately 3,158 SQ FT P.C.C. ADA Ramps
 - 5. Approximately 3,790 feet of Combination Curb and Gutter Removal (Special) and 3,790 feet Combination Concrete Curb and Gutter (Special), including midblock spot curb removal and replacement along resurfacing routes.
 - 6. Approximately 21 EACH inlet reconstructions (Inlets, Special, with Special Frame and Grate) and other necessary items and incidentals.
 - 7. Approximately 34 EACH inlet adjustments (Inlets to be Adjusted).

GENERAL DESCRIPTION OF WORK

Work shall consist of the construction, removal and repair of sidewalk surfaces and appurtenances at various locations in the City of Bloomington, plus replacement of selected sections of midblock curb and gutter and adjustments and reconstructions of midblock and radius inlets. Work will vary by location and shall be done at the direction of the City including and up to the quantities below of sidewalk and curb and gutter replacement at the unit prices set forth below.

COST

Total cost shall not exceed \$813,335.27

[PRICING TABLES TO FOLLOW]

PRICE TABLES

FY 2023 SIDEWALK AND CURB GUTTER AND GUTTER REPLACEMENT PROGRAM

** SPECIALTY ITEM - SEE SPECIAL PROVISIONS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
**42400100	PORTLAND CEMENT CONCRETE SIDEWALK 4 INCH	23,428.5	SQ FT	\$8.40	\$196,799.40
**42400300	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	4,097	SQ FT	\$9.05	\$37,077.85
**42400410	PORTLAND CEMENT CONCRETE SIDEWALK 8 INCH	439	SQ FT	\$9.55	\$4,192.45
**44000600	SIDEWALK REMOVAL	30,084	SQ FT	\$2.29	\$68,892.36
**60260100	INLETS TO BE ADJUSTED	34	EA	\$300.00	\$10,200.00
**60404300	FRAMES AND GRATES, TYPE 3	23	EA	\$694.00	\$15,962.00
**COB60211	STORM SEWER, SPECIAL	76	LF	\$207.00	\$15,732.00
**X4400500	COMBINATION CURB AND GUTTER REMOVAL (SPECIAL)	3,790	LF	\$11.00	\$41,690.00
**X4420201	PAVEMENT PATCHING (SPECIAL)	75.56	SQ YD	\$98.50	\$7,442.66

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
**X6020076	INLETS, SPECIAL, WITH SPECIAL FRAME AND GRATE	21	EA	\$2,245.35	\$47,152.35
**BLM00001	EARTH EXCAVATION, SPECIAL	1,373	SQ FT	\$2.00	\$2,746.00
**BLM00002	TOPSOIL PLACEMENT AND SEEDING, SPECIAL (SMALL AREA)	46	SQ FT	\$5.45	\$250.70
**BLM00003	TOPSOIL PLACEMENT AND SEEDING, SPECIAL (LARGE AREA)	474	SQ FT	\$2.25	\$1,066.50
**BLM00004	HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE SIDEWALK 4"	100	SQ FT	\$8.60	\$860.00
**BLM00005	HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE SIDEWALK 6"	100	SQ FT	\$9.25	\$925.00
**BLM00006	HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE SIDEWALK 8"	120	SQ FT	\$9.75	\$1,170.00
**BLM00007	PORTLAND CEMENT CONCRETE RAMPS	3,157.5	SQ FT	\$20.00	\$63,150.00
**BLM00009	DETECTABLE WARNINGS, CAST IN PLACE	604	SQ FT	\$25.00	\$15,100.00
44000200	DRIVEWAY PAVEMENT REMOVAL	150	SQ YD	\$3.25	\$487.50
42300200	DRIVEWAY PAVEMENT 6" PCC	107	SQ YD	\$98.50	\$10,539.50
**BLM00014	SAW CUTTING/GRINDING SIDEWALK, SPECIAL	24.5	IN-FT	\$30.00	\$735.00
**BLM00015	SIDEWALK REINFORCEMENT, SPECIAL	1,100	SQ FT	\$1.25	\$1,375.00
**BLM00017	FRAMES AND GRATES, TYPE 50	1	EA	\$885.00	\$885.00
**BLM00018	COMBINATION CONCRETE CURB AND GUTTER (SPECIAL)	3,790	LF	\$52.00	\$197,080.00
**BLM00019	BARRIER YARD CURB, SPECIAL	38	LF	\$48.00	\$1,824.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
**BLM00022	TRAFFIC CONTROL AND PROTECTION, MAJOR STREET	3	EA	\$1,000.00	\$3,000.00
EXTRA WORK	EXTRA WORK	1	L SUM	\$67,000.00	\$67,000.00
TOTAL					\$813,335.27



EVALUATION TABULATION

ITB No. Bid #2023-16

FY 2023 Phase 2 Sidewalk and Curb & Gutter Project

RESPONSE DEADLINE: January 12, 2023 at 10:00 am

Report Generated: Saturday, January 21, 2023

SELECTED VENDOR TOTALS

Vendor	Total
George Gildner Inc.	\$813,335.27
JG Stewart Contractors, Inc.	\$888,289.538
Rowe Construction, a Div of UCM, Inc.	\$1,111,534.0318

FY 2023 SIDEWALK AND CURB CURB AND GUTTER REPLACEMENT PROGRAM

** SPECIALTY ITEM - SEE SPECIAL PROVISIONS

					George Gildner Inc.		JG Stewart Contractors, Inc.		Rowe Construction, a Div of UCM, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	**42400100	PORTLAND CEMENT CONCRETE SIDEWALK 4 INCH	23428.5	SQ FT	\$8.40	\$196,799.40	\$8.95	\$209,685.075	\$8.53	\$199,845.105
X	**42400300	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	4097	SQ FT	\$9.05	\$37,077.85	\$9.95	\$40,765.15	\$9.84	\$40,314.48

EVALUATION TABULATION

ITB No. Bid #2023-16

FY 2023 Phase 2 Sidewalk and Curb & Gutter Project

Selected	Line Item	Description	Quantity	Unit of Measure	George Gildner Inc.		JG Stewart Contractors, Inc.		Rowe Construction, a Div of UCM, Inc.	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	**42400410	PORTLAND CEMENT CONCRETE SIDEWALK 8 INCH	439	SQ FT	\$9.55	\$4,192.45	\$10.95	\$4,807.05	\$13.65	\$5,992.35
X	**44000600	SIDEWALK REMOVAL	30084	SQ FT	\$2.29	\$68,892.36	\$2.74	\$82,430.16	\$3.99	\$120,035.16
X	**60260100	INLETS TO BE ADJUSTED	34	EA	\$300.00	\$10,200.00	\$477.45	\$16,233.30	\$1,555.38	\$52,882.92
X	**60404300	FRAMES AND GRATES, TYPE 3	23	EA	\$694.00	\$15,962.00	\$715.15	\$16,448.45	\$831.73	\$19,129.79
X	**COB60211	STORM SEWER, SPECIAL	76	LF	\$207.00	\$15,732.00	\$189.00	\$14,364.00	\$93.13	\$7,077.88
X	**X4400500	COMBINATION CURB AND GUTTER REMOVAL (SPECIAL)	3790	LF	\$11.00	\$41,690.00	\$11.95	\$45,290.50	\$34.85	\$132,081.50
X	**X4420201	PAVEMENT PATCHING (SPECIAL)	75.56	SQ YD	\$98.50	\$7,442.66	\$131.30	\$9,921.028	\$214.78	\$16,228.7768
X	**X6020076	INLETS, SPECIAL, WITH SPECIAL FRAME AND GRATE	21	EA	\$2,245.35	\$47,152.35	\$2,506.40	\$52,634.40	\$2,530.09	\$53,131.89
X	**BLM00001	EARTH EXCAVATION, SPECIAL	1373	SQ FT	\$2.00	\$2,746.00	\$2.20	\$3,020.60	\$4.26	\$5,848.98
X	**BLM00002	TOPSOIL PLACEMENT AND SEEDING, SPECIAL (SMALL AREA)	46	SQ FT	\$5.45	\$250.70	\$6.30	\$289.80	\$34.42	\$1,583.32

EVALUATION TABULATION

Invitation to Bid - FY 2023 Phase 2 Sidewalk and Curb & Gutter Project

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EVALUATION TABULATION

ITB No. Bid #2023-16

FY 2023 Phase 2 Sidewalk and Curb & Gutter Project

Selected	Line Item	Description	Quantity	Unit of Measure	George Gildner Inc.		JG Stewart Contractors, Inc.		Rowe Construction, a Div of UCM, Inc.	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	**BLM00003	TOPSOIL PLACEMENT AND SEEDING, SPECIAL (LARGE AREA)	474	SQ FT	\$2.25	\$1,066.50	\$3.25	\$1,540.50	\$14.90	\$7,062.60
X	**BLM00004	HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE SIDEWALK 4"	100	SQ FT	\$8.60	\$860.00	\$10.20	\$1,020.00	\$10.34	\$1,034.00
X	**BLM00005	HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE SIDEWALK 6"	100	SQ FT	\$9.25	\$925.00	\$10.90	\$1,090.00	\$11.33	\$1,133.00
X	**BLM00006	HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE SIDEWALK 8"	120	SQ FT	\$9.75	\$1,170.00	\$11.70	\$1,404.00	\$15.45	\$1,854.00
X	**BLM00007	PORTLAND CEMENT CONCRETE RAMPS	3157.5	SQ FT	\$20.00	\$63,150.00	\$22.70	\$71,675.25	\$17.43	\$55,035.225
X	**BLM00009	DETECTABLE WARNINGS, CAST IN PLACE	604	SQ FT	\$25.00	\$15,100.00	\$30.75	\$18,573.00	\$37.94	\$22,915.76
X	44000200	DRIVEWAY PAVEMENT REMOVAL	150	SQ YD	\$3.25	\$487.50	\$22.50	\$3,375.00	\$35.70	\$5,355.00
X	42300200	DRIVEWAY PAVEMENT 6" PCC	107	SQ YD	\$98.50	\$10,539.50	\$85.00	\$9,095.00	\$83.08	\$8,889.56

EVALUATION TABULATION

Invitation to Bid - FY 2023 Phase 2 Sidewalk and Curb & Gutter Project

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EVALUATION TABULATION

ITB No. Bid #2023-16

FY 2023 Phase 2 Sidewalk and Curb & Gutter Project

Selected	Line Item	Description	Quantity	Unit of Measure	George Gildner Inc.		JG Stewart Contractors, Inc.		Rowe Construction, a Div of UCM, Inc.	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	**BLM00014	SAW CUTTING/GRINDING SIDEWALK, SPECIAL	24.5	IN-FT	\$30.00	\$735.00	\$39.95	\$978.775	\$131.21	\$3,214.645
X	**BLM00015	SIDEWALK REINFORCEMENT, SPECIAL	1100	SQ FT	\$1.25	\$1,375.00	\$1.55	\$1,705.00	\$2.17	\$2,387.00
X	**BLM00017	FRAMES AND GRATES, TYPE 50	1	EA	\$885.00	\$885.00	\$740.00	\$740.00	\$953.23	\$953.23
X	**BLM00018	COMBINATION CONCRETE CURB AND GUTTER (SPECIAL)	3790	LF	\$52.00	\$197,080.00	\$54.90	\$208,071.00	\$71.68	\$271,667.20
X	**BLM00019	BARRIER YARD CURB, SPECIAL	38	LF	\$48.00	\$1,824.00	\$58.75	\$2,232.50	\$74.82	\$2,843.16
X	**BLM00022	TRAFFIC CONTROL AND PROTECTION, MAJOR STREET	3	EA	\$1,000.00	\$3,000.00	\$1,300.00	\$3,900.00	\$2,012.50	\$6,037.50
X	EXTRA WORK	EXTRA WORK	1	L SUM	\$67,000.00	\$67,000.00	\$67,000.00	\$67,000.00	\$67,000.00	\$67,000.00
Total						\$813,335.27		\$888,289.538		\$1,111,534.0318

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	George Gildner Inc.	JG Stewart Contractors, Inc.	Rowe Construction, a Div of UCM, Inc.
Authorized Person(s)	Pass	Pass	Pass
Bid Bond	Pass	Pass	Pass

EVALUATION TABULATION

Invitation to Bid - FY 2023 Phase 2 Sidewalk and Curb & Gutter Project

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EVALUATION TABULATION

ITB No. Bid #2023-16

FY 2023 Phase 2 Sidewalk and Curb & Gutter Project

Question Title	George Gildner Inc.	JG Stewart Contractors, Inc.	Rowe Construction, a Div of UCM, Inc.
Contractors Certification of Compliance with Gift Ban Act	Pass	Pass	Pass
Substance Abuse Prevention Program - Public Act 95-0635	Pass	Pass	Pass
Contractors Certification of Compliance with Public Act 85-1295	Pass	Pass	Pass
Contractors Certification of Compliance with 2CFR180	Pass	Pass	Pass
Insurance	Pass	Pass	Pass
Certificate of Insurance	Pass	Pass	Pass
Non-Discrimination	Pass	Pass	Pass
Equal Opportunity Guidelines	Pass	Pass	Pass
General Save and Hold Harmless	Pass	Pass	Pass
References	Pass	Pass	Pass
Bid Form	Pass	Pass	Pass
Apprenticeship Training	Pass	Pass	Pass
Apprenticeship Training Documentation	Pass	Pass	Pass
Prevailing Wage	Pass	Pass	Pass
Minority Owned, Women Owned, Veteran Owned, Small Business Certifications	Pass	Pass	Pass
Subcontractor - Category Information	Pass	Pass	Pass
American Rescue Plan Act Requires Supplemental Agreement Provisions	Pass	Pass	Pass

EVALUATION TABULATION

Invitation to Bid - FY 2023 Phase 2 Sidewalk and Curb & Gutter Project

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EVALUATION TABULATION

ITB No. Bid #2023-16

FY 2023 Phase 2 Sidewalk and Curb & Gutter Project

Question Title	George Gildner Inc.	JG Stewart Contractors, Inc.	Rowe Construction, a Div of UCM, Inc.
Certification Regarding Lobbying	Pass	Pass	Pass
Other Documentation	Pass	No Response	No Response
Equal Opportunity Plan	No Response	No Response	No Response
Equal Employment Opportunity	Pass	Pass	Pass
Business Classification	Pass	Pass	Pass
Principal Office	Pass	Pass	Pass
EEO Policies and Practices - 1	Pass	Pass	Pass
EEO Policies and Practices - 2	Pass	Pass	Pass
EEO Policies and Practices - 3	Pass	Pass	Pass
EEO Policies and Practices - 4	Pass	Pass	Pass
EEO Policies and Practices - 5	Pass	Pass	Pass
EEO Policies and Practices - 6	Pass	Pass	Pass
EEO Policies and Practices - 7	Pass	Pass	Pass
EEO Policies and Practices - 8	Pass	Pass	Pass
EEO Policies and Practices - 9	Pass	Pass	Pass
EEO Policies and Practices - 10	Pass	Pass	Pass
Employment Information	Pass	Pass	Pass
Workforce Analysis Form	Pass	Pass	Pass
Certification	Pass	Pass	Pass

EVALUATION TABULATION

Invitation to Bid - FY 2023 Phase 2 Sidewalk and Curb & Gutter Project

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

<u>Program</u>	<u>Budget</u>	<u>Bid Award As of 2/13/23</u>	<u>Unencumbered As of 2/13/23</u>
Multi-Year Street and Alley Resurface Program			
General Resurfacing Phase 1 (4)	\$ 5,220,438.92	5,220,438.92	-
General Resurfacing Phase 2 (Bid 2023-17) ARPA	\$ 1,157,927.22		
General Resurfacing Phase 2 (Bid 2023-17) Asph & Conc	\$ 355,781.08	1,563,708.30	-
Trail Resurfacing (Bid 2023-17)	\$ 50,000.00		
Pavement Preservation	\$ 100,000.00	-	100,000.00
Street, Alley & Sidewalk Maintenance (Bid 2022-34) (3)	\$ 173,780.00	173,780.00	-
Subtotal =	\$ 7,057,927.22	\$ 6,957,927.22	100,000.00
Multi-Year Sidewalk and Ramp Replacement Program			
Sidewalk and Curb Ramp Replacement Program Phase 1 (Bid 2022-28) (2)	\$ 1,070,371.28	1,070,371.28	-
Sidewalk and Curb Ramp Replacement Program Phase 2 (Bid 2023-16) ARPA	\$ 733,706.55		
Sidewalk and Curb Ramp Replacement Program Phase 2 (Bid 2023-16) Asph & Conc	\$ 79,628.72	813,335.27	-
Subtotal =	\$ 1,883,706.55	\$ 1,883,706.55	-
Total =	\$ 8,941,633.77	\$ 8,841,633.77	\$ 100,000.00

(1) The work shown in the above table is paid from the Capital Improvement Fund (Asphalt & Concrete) fund.

(2) Approved by Council on April 25, 2022

(3) Approved by Council on May 9, 2022

(4) Approved by Council on August 8, 2022

FY 2023 Budget Amendment-Exhibit

Account #	Fund	Account Description	Amount	Comments
40120200-53110-75000	Asphalt & Concrete	Federal Grants	\$ (1,033,706.55)	
40120200-72560-75000	Asphalt & Concrete	Sidewalks	\$ 733,706.55	
40120200-79196	Asphalt & Concrete	Contribution to Fund Balance	\$ 300,000.00	
		Net Transaction:	\$ -	



CONSENT AGENDA ITEM NO. 7.G

FOR COUNCIL: February 13, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve 1) an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2023, to Utilize Water Fund Balance in the amount of \$251,300.00, and 2) an Agreement with CDM Smith, Inc., for Water Treatment Plant Chemical Systems Improvement Construction Observation, in the amount of \$251,300.00, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Ordinance and Agreement be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

Objective 2b. Quality water for the long term

BACKGROUND: If approved, the City will amend its budget and enter into an agreement with CDM Smith for Water Treatment Plant Chemical Systems Improvement Construction Observation.

On March 23, 2020, City Council approved a Design Contract with CDM Smith for the Water Treatment Plant Chemical Systems Improvements Design that will provide an upgrade to the ammonia storage and feed system and a chlorine gas scrubber at the Water Treatment Plant to address the deficiencies in life safety, water quality integrity, and reliability. The present ammonia system requires frequent manual adjustment of the feed rate throughout the day and includes no emergency ventilation system in the event of a leak of anhydrous ammonia gas. The present chlorine system does not include a gas scrubber. The proposed chlorine gas scrubber will provide for emergency neutralization of chlorine gas in the event of a leak and provide protection to plant staff and the public. These deficiencies were determined with the condition assessment phase of the Water Infrastructure Master Plan. Addressing these issues that stem from the age, outdated design, and deferred maintenance will allow the plant operators to better supervise and control the chemical inventories and feed rates and bring the facilities into compliance with current regulations.

On October 10, 2022, City Council approved a Construction Contract with G.A. Rich & Sons, Inc. to provide an upgrade to the ammonia storage and feed system and a chlorine gas scrubber at the Water Treatment Plant to address the deficiencies in life safety, water quality integrity, and reliability.

Under the proposed agreement, CDM Smith will provide consulting services and act as the City's representative during all phases of the construction project. This will include conducting a pre-construction meeting, performing site visits to observe progress and quality of work, determining if the construction contractor's work is proceeding in

accordance with the contract documents, reviewing pay orders, and keeping the City informed of all imminent safety concerns or safety threats. Due to the complexity of this project, staff is recommending the approval of the Professional Services Agreement with CDM Smith.

Through Request for Qualifications (RFQ) 2022-25 (Resolution 2022-13), the City Council approved a list of prequalified vendors for Architectural and Engineering Services. RFQ 2022-25 established ten categories of professional services and identified qualified vendors to provide services in each category by project cost. For each category, small projects cost less than \$50,000, and large projects cost \$50,000 or more. City staff reviewed the seven selected firms under the Potable Water (Large) category, which is the key service for the project as described above, and determined CDM Smith to be the most qualified firm to do the work that best meets the City's needs. Based on CDM Smith's selection under RFQ 2022-25 and their experience with potable water work, CDM Smith was asked to submit a proposal for scope and fees associated with Water Treatment Plant Chemical Systems Improvement Construction Observation. The vendor chosen for this project utilized a qualifications-based selection process, and, therefore, the City's local preference policy does not apply.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, reserves from the Water Fund in the amount of \$251,300.00 will be utilized. Details on the budget amendment can be located on the attached Exhibit.

Stakeholders can locate the construction portion of this project that was previously approved by City Council on October 10, 2022 in the FY 2023 Budget Book titled "Other Funds & Capital Improvement" on pages 130, 225, 283, and 301-304.

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

Respectfully submitted for consideration.

Prepared by: Brett Lueschen, Operations Manager

ATTACHMENTS:

[PW 1B Budget Amendment Ordinance](#)

[PW 1D Agreement](#)

[PW_Budget_Amendment_EXHIBIT \(2\).xlsx](#)

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2023

WHEREAS, on April 11, 2022, by Ordinance Number 2022-26, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Beginning May 1, 2022, and Ending April 30, 2023, City of Bloomington, which Ordinance was approved by Mayor Mboka Mwilambwe on April 13, 2022; and

WHEREAS, a Budget Amendment is needed amending the Fiscal Year 2023 Budget to utilize fund balance and increase the Water Fund budget by \$251,300, for Water Treatment Plant Chemical Systems Improvement Construction Observation;

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

Section 1. Ordinance Number 2022-26 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2023) is further hereby amended by inserting the following items and amount presented in the Exhibit and in the appropriate place in said Ordinances.

Section 2. Except as provided for herein, Ordinance Number 2022-26 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2022-26.

Section 3. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

Section 4. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

Section 5. This Ordinance shall take effect immediately after its approval and publication as required by law. (Note: City Clerk/Legal shall edit due to differing circumstances.)

PASSED this 13th day of February 2023.

APPROVED this ____ day of February 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

**AMENDMENT NO: 1
TO AGREEMENT
BETWEEN
OWNER AND ENGINEER**

This Amendment No: 1 is made and entered into this 2nd day of February, 2023 to the Agreement between CDM Smith Inc. (CDM Smith) ("ENGINEER") and City of Bloomington, Illinois ("OWNER") dated April 1. 2020, ("the Agreement").

WHEREAS, ENGINEER and OWNER entered into the Agreement for the Professional Services for Mult Year Professional Architectural & Engineering Services for the design of the Chemical Systems Improvement project; and

WHEREAS, the parties desire to amend the Agreement so as to amend the scope of work, time periods of performance and payment, and/or responsibilities of OWNER; and

WHEREAS, the Agreement provides that any amendments shall be valid only when expressed in writing and signed by the parties.

NOW THEREFORE, in consideration of the mutual understandings and Agreements contained herein, the parties agree to amend the Agreement as follows:

1. The Basic Services of ENGINEER as described in the Agreement are amended and supplemented as follows:

The scope of work is supplemented to include construction management services for the Chemical Systems Improvement Project scope included in Exhibit A of this amendment.

2. The responsibilities of OWNER as described in the Agreement are amended and supplemented as follows:

As included in Exhibit A of this amendment.

3. The time periods for the performance of ENGINEER's services as set forth in the Agreement are amended and supplemented as follows:

As included in Exhibit A of this amendment.

4. The payment for services rendered by ENGINEER shall be as set forth below:

As defined in attached Exhibit A and Exhibit B for method of payment and fee breakdown. This amendment will increase the original Agreement amount of \$199,700.00 by \$251,300.00 for a new not-to-exceed fee of \$451,000.00

5. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the date indicated above for the purpose herein expressed.



ENGINEER

OWNER

DATE: 2/3/2023

DATE:

Exhibit A

City of Bloomington – Chemical Systems

Improvement Project

Construction Management Services - Exhibit A – Scope of Services, Time of Performance, and Method of Payment

This Exhibit A to the Agreement between the City of Bloomington Water Utility (City) and CDM Smith Inc. (CDM Smith) contains the scope of services, schedule, and fee for Construction Services for the Chemical Systems Improvement Project. For the purposes of this Exhibit A, the following definitions apply:

- “OWNER” refers to the City of Bloomington
- “ENGINEER” refers to CDM Smith Inc.
- “Contract Documents” refers to the:
 - City of Bloomington, IL Chemical Systems Improvement Project Construction Drawings and Project Manual

SCOPE OF SERVICES

The scope of services for this Project includes:

- Task 1 – General Construction Phase Services
- Task 2 – Resident Engineering/Inspection Services
- Task 3 – Project Controls

This construction management services scope of work is based on a construction duration not to exceed one year.

Task 1 – General Services

Task 1 consists of the following subtasks:

- Task 1.1 – General Administration of Construction Contract
- Task 1.2 – Construction Document Control System
- Task 1.3 – Conformed Contract Documents
- Task 1.4 – Design Clarifications and Interpretations; Requests for Information (RFI)
- Task 1.5 – Change Orders, Claims, and Time Extensions
- Task 1.6 – Shop Drawings
- Task 1.7 – NOT USED
- Task 1.8 – Applications for Payment
- Task 1.9 – Contractor’s Completion Documents
- Task 1.10 – Substantial Completion

- Task 1.11 – Pre-Construction and Progress Meetings
- Task 1.12 – Record Contract Drawings and Documents

Task 1.1 – General Administration of Construction Contract

Under this task, ENGINEER will consult with and advise OWNER as provided in the Standard General Conditions of the Contract Documents. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Standard General Conditions will not be modified, except to the extent provided herein.

Task 1.2 – Construction Document Control System

ENGINEER will establish and maintain a construction document control system for organized management of the documents generated during construction. The construction document control system will consist of an electronic document filing system using CDM Smith's electronic filing system, including ProjectWise and Excel/Contract Manager-based spreadsheets to log documents generated during construction, and Sharepoint to share documents electronically.

The construction document control system will provide access to, and retrieval of, documents generated during construction, including:

- Change Order Requests (COR)
- Conformed Contract Documents
- Baseline Construction Schedule and Schedule Updates
- Correspondence
- Design Clarifications / Interpretations
- Field Orders
- Payment Applications
- Progress Meeting Minutes
- Progress Reports
- Requests for Information (RFI)
- Requests for Proposals (RFP) and Work Change Directives (WCD)
- Submittals

Separate tracking logs for each type of document, as appropriate, listed above will be maintained by the ENGINEER in spreadsheet format.

Task 1.3 – Conformed Contract Documents

Under this task, ENGINEER will develop conformed Contract Documents of the bid documents incorporating the additions and revisions included in the addenda issued during the bidding period. These Documents will be provided to OWNER and ENGINEER for use during construction, and will be distributed to the Contractor as well. Documents will be distributed electronically only.

Task 1.4 – Design Clarifications and Interpretations; Field Orders; RFIs

ENGINEER will issue necessary clarifications and interpretations (i.e., Requests for Information, or RFIs) of the Contract Documents as appropriate to support the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue field orders authorizing minor variations from the

requirements of the Contract Documents, provided such field orders have no impact on either Contract Time or Contract Price.

For the purposes of construction management services fee development, ENGINEER has assumed review of 22 RFIs, and that each review will require 4 hours of labor effort to process.

Task 1.5 – Change Orders, Claims, and Time Extensions

ENGINEER will recommend Change Orders and Work Change Directives to ENGINEER and OWNER as appropriate, and will administer Change Orders and Work Change Directives as required.

Change order requests can be initiated by the OWNER, ENGINEER, or the Contractor. For the purposes of construction fee development, ENGINEER has assumed review of 5 change orders, and that each review will require 13 hours of labor effort to process.

ENGINEER will track all change orders, assigning a number to each proposed change, listing individual change order net extra/credit amounts, and maintaining the total net contract change. Upon receipt of a proposed change, ENGINEER will discuss the change with OWNER, and together will determine the manner in which to proceed.

If the Contractor prepares a cost proposal for the contemplated work or submits a claim, the ENGINEER will perform the first review and make a recommendation to the OWNER. ENGINEER's subsidiary, CDM Smith Constructors Inc., may also be used to review Contractor-generated cost proposals.

Upon receipt of the ENGINEER's recommendation, the OWNER and ENGINEER, will determine the appropriate next steps, which may include any one of the following:

- Set up a negotiating session with the Contractor.
- Make a final recommendation to the OWNER and request formal approval to proceed.
- Cancel the proposed change or reject the Contractor's claim.

Upon receipt of OWNER's formal approval, the ENGINEER will notify the Contractor to proceed, and then prepare the necessary documents to execute the change order.

ENGINEER will render the initial decisions on all claims of OWNER and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. In rendering such decisions, ENGINEER will be fair and not show partiality to OWNER or Contractor and will not be liable in connection with any decision rendered in good faith in such capacity.

Task 1.6 – Shop Drawings

ENGINEER will review and approve (or take other appropriate action in respect of) Shop Drawings and Samples and other data that the Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

For the purposes of construction management services fee development, ENGINEER has assumed review of 34 shop drawings, O&M manuals, and other submittals, and that each review will require 6 hours of labor effort to process.

It should be noted that shop drawings, O&M manuals, and other submittals will be reviewed no more than twice at the OWNER's expense. All subsequent reviews will be performed at the Contractor's expense. OWNER will be reimbursed by the Contractor for all costs invoiced by ENGINEER for the third and subsequent reviews of all shop drawings, O&M manuals, and other submittals.

Task 1.7 – Applications for Payment

Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of Applications for Payment and the accompanying data and schedules:

- ENGINEER will review monthly pay applications based on input from RPR's review of daily construction progress and updates provided during construction. ENGINEER will provide a recommendation of payment in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER and OWNER's knowledge, information and belief, the work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled. The responsibilities of ENGINEER contained herein are expressly subject to the limitations set forth in the following paragraph and other express or general limitations in this Agreement and elsewhere.
- By recommending any payment, ENGINEER will not thereby be deemed to have represented that on-site observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or invoiced detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment (including final payment) will impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any liens, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

Engineer has assumed 12 monthly pay applications for the one year construction duration at 2 hours each.

Task 1.8 – Contractor’s Completion Documents

ENGINEER will receive, review, and transmit to OWNER, with written comments, certificates of inspection, tests and approvals, and marked-up record documents (including Shop Drawings, Samples and other data approved as provided under Task 1.6 – Shop Drawings, and marked-up record Drawings) which are to be assembled by the Contractor in accordance with the Contract Documents to obtain final payment. ENGINEER’s review of such documents will only be to determine, generally, that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

Task 1.9 – Substantial Completion

Following notice from the Contractor that the Contractor considers the entire work ready for its intended use, ENGINEER and OWNER, accompanied by the Contractor, will conduct an inspection to determine if the work is substantially complete. If ENGINEER considers the work substantially complete, after considering any objections of OWNER, ENGINEER will deliver a certificate of Substantial Completion to OWNER and the Contractor.

Task 1.10 – Pre-Construction and Progress Meetings

ENGINEER will facilitate Project meetings virtually. Meetings to be held in accordance with the Contract Documents include:

- Pre-construction meeting
- Regular construction progress meetings
- Other status meetings as warranted over the duration of the Project

Meeting agendas and summaries will be provided by the ENGINEER as outlined in the Contract Documents. For the purposes of construction management services fee development, ENGINEER has assumed attendance of up to 12 meetings for a total of 48 hours.

Task 1.13 – Record Contract Drawings and Documents

At the completion of construction, ENGINEER will prepare reproducible Record Contract Drawings indicating those changes made during the construction process based on construction records provided by the Contractor. The construction records will indicate construction changes, site observations, drawings, and other data. ENGINEER will provide the OWNER with an electronic set of Record Contract Drawings. ENGINEER will not be responsible for any errors in, or omissions in, the information provided by the Contractor that is incorporated into the Record Contract Documents or other record documents.

Task 2 – Resident Engineering/Inspection Services

Task 2.1 – Select Site Visits During Construction

ENGINEER will make select site visits to the site at intervals appropriate to the various stages of construction as ENGINEER and OWNER deems necessary in order to observe the progress and quality of the various aspects of the Contractor’s work. Such visits and observations by ENGINEER are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective

sampling and similar methods of general observation of the work based on ENGINEER's exercise of professional judgment. Based on information obtained during such visits and such observations, ENGINEER will endeavor to determine, in general, if such work is proceeding in accordance with the Contract Documents and ENGINEER will keep OWNER informed of the progress of the work.

ENGINEER will not, during such visits or as a result of such observations of the Contractor's work in progress, supervise, direct or have control over the Contractor's work nor will ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, for safety precautions and programs incident to the work of the Contractor or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor's furnishing and performing the work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

During such visits and on the basis of such observations, ENGINEER will have authority to disapprove of or reject the Contractor's work while it is in progress if ENGINEER believes that such work will not produce a completed project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

Site visits by discipline are as follows:

- Structural: 2 days
- Architectural: 2 days
- Building Mechanical: 2 days
- Electrical: 3 days
- Process: 6 days
- Project Manager: 5 days

Task 2.2 – Part Time Resident Engineering/RPR

ENGINEER will supply a resident project representative (RPR) to perform resident engineering services to monitor and assess the performance of the Work. It is not anticipated that the RPR will be onsite during active construction work for the duration of the one year contract as there will be periods of fabrication and delivery that it is anticipated there will be periods that no work is occurring. Therefore, CDM Smith has assumed 64 working days of active construction for an assumed total of 512 hours of RPR support.

Under this subtask, the CDM Smith RPR will:

- Conduct on-site observations of the work in progress to assist the ENGINEER in determining if the work is in general proceeding in accordance with the Contract Documents.
- Report to ENGINEER whenever RPR believes that any work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of work that the RPR believes should be

corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

- Verify that tests, equipment and system start-ups and operating and maintenance training are conducted in the presence of appropriate personnel and that the Contractor maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and start-ups.
- Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

Limitation of RPR Authority

The authority of the CDM Smith RPR is limited by the following:

- The RPR will not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by the ENGINEER.
- The RPR will not exceed limitations of the ENGINEER's authority as set forth in the Agreement or the Contract Documents.
- The RPR will not undertake any of the responsibilities of the Contractor, subcontractors, suppliers, or Contractor's superintendent.
- The RPR will not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- The RPR will not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
- The RPR will not accept Shop Drawing or Sample submittals from anyone other than the Contractor.
- The RPR will not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the ENGINEER.

OWNER's Responsibilities

ENGINEER's responsibilities as outlined in General Services subtasks 1.1 through 1.14 above are subject to the following OWNER's responsibilities:

- Assign Owner representative that is responsible for project coordination with the Engineer, RPR, and Contractor.
- Furnish to ENGINEER, as requested by ENGINEER for performance of Services as required by the Contract Documents, the following:
 - Data prepared by or services of others, including without limitation, explorations and tests of subsurface conditions at or contiguous to the site, drawings of physical

conditions in or relating to existing surface or subsurface structures at or contiguous to the site, or hydrographic surveys

- Other special data or consultations not covered in Article 3 of the Agreement between OWNER and ENGINEER

OWNER will be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all reports, data and other information furnished pursuant to this paragraph. ENGINEER may use such reports, data and information in performing or furnishing services under this Agreement.

- Provide access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- Provide approvals and permits from all governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER and such approvals and consents from others as may be necessary for completion of such portions of the Project.
- Provide, as may be required for the Project:
 - Accounting, bond and financial advisory, independent cost estimating and insurance counseling services
 - Such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by Contractor
 - Such auditing services as OWNER may require to ascertain how or for what purpose Contractor has used the moneys paid on account of the Contract Price.
- Provide such inspection or monitoring services by an individual or entity other than ENGINEER as OWNER may desire to verify:
 - That Contractor is complying with any law, rule, regulation, ordinance, code or order applicable to Contractor's performing and furnishing the work, or
 - That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

ENGINEER does not undertake in this Agreement to perform the services referred to in the above. The identity of any individual or entity employed to perform such services and the scope of such services will be disclosed to ENGINEER.

- Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review. If OWNER designates a person or entity other than, or in addition to, ENGINEER to represent OWNER at the site, OWNER will define and set forth in an exhibit that is to be mutually agreed upon and attached to and made a part of this Agreement before such services begin, the duties, responsibilities and limitations of authority of such other party and the relation thereof to the duties, responsibilities and authority of ENGINEER.

- Prior to the commencement of the Construction Phase, notify ENGINEER of any variations in the language of the Notice of Acceptability of Work, or of any notice or certification other than such Notice that ENGINEER will be requested to provide to OWNER or third parties in connection with the financing or completion of the Project. OWNER and ENGINEER will reach agreement on the terms of any such requested notice or certification and OWNER will authorize such Special Services as are necessary to enable ENGINEER to provide the notice or certification requested under this paragraph.
- Attend the pre-construction conferences, construction progress and other job-related meetings and Substantial Completion and final payment inspections.
- Provide labor and safety equipment to open and protect manholes and/or to operate valves and hydrants, locate onsite utilities, and other Work as required by the CONTRACTOR.

Task 3 – Project Controls

Task 3 consists of the following subtasks:

- Task 3.1 – Schedule Tracking
- Task 3.2 – Budget Tracking

Task 3.1 – Schedule Tracking

The Contractor will be responsible for creating and maintaining a CPM construction schedule, as specified in the Contract Documents. The CPM schedule will be developed by the Contractor after receipt of the Notice-to-Proceed, and will include all tasks along with start and end dates and percentage complete. ENGINEER will use that schedule to track progress and to aid in reviewing payment applications, as well as to identify potential slippages in schedule and opportunities to minimize impact.

Task 3.2 – Budget Tracking

ENGINEER will maintain a budget tracking system for the ENGINEER's fee. The budget tracking system will be used to identify potential out of scope items, including change orders, and impacts to the overall budget.

SCHEDULE / TIME OF PERFORMANCE

The Construction Services, described herein, will commence upon award of a construction contract by the OWNER for the project and will terminate one year from the notice to proceed.

FEE / METHOD OF PAYMENT

Construction services provided under this Agreement shall be compensated on a time and materials basis consistent with CDM Smith's Master Services agreement and established overhead rate, with monthly invoices prepared to the City. The approved overhead rate will remain at 172.3% as approved during the design phase of this project. Please see attached Exhibit B for cost breakdown. The not-to-exceed fee is \$251,300.

Exhibit B

CDM Smith, Inc
CITY OF BLOOMINGTON
Chemical Systems CM Project

TASK NO.	Category	Amrou Atassi - QA/QC	Jon Meyer - PM/Civil Engineer	Mark C. White - Senior Process Engineer	Project Engineer/Resident Engineer (RPR)	Mike Kahn - Senior Electrical	Alex Joss - Junior Electrical	April Ricketts - Senior Mechanical	Junior Mechanical	Brandon Diffenderfer-Structural	Instrumentation & Control	Operations & Maintenance Specialist	Architectural	ADMIN	Total Hours	Subtotal: CDM Smith Labor Cost	Other Direct Costs	TASK TOTAL
	2022 Loaded Billing Rate	\$287 /HR.	\$218 /HR.	\$302 /HR.	\$118 /HR.	\$236 /HR.	\$132 /HR.	\$228 /HR.	\$124 /HR.	\$205 /HR.	\$212 /HR.	\$151 /HR.	\$187 /HR.	\$93 /HR.				
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours				
1.0	General Services																	
	General Administration of Construction Contract	10	40											26	76	\$14,018		\$14,000
	Construction Document Control System		8											40	48	\$5,479		\$5,500
	Conformed Construction Documents				1		1		1	1			1	3	8	\$1,046		\$1,000
	Design Clarifications and Interpretations; Requests for Information (RFI)		8	12	20	8	16	4	10	3	4		3		88	\$15,892		\$15,900
	Change Orders, Claims, and Time Extensions		8	8	24	4	12		6	1			2		65	\$10,833		\$10,800
	Shop Drawings		20	20	60	6	40		20	7	20		6		204	\$34,558		\$34,600
	Applications for Payment		24												24	\$5,229		\$5,200
	Contractor's Completion Documents		6	4	8	4	4	2	4						32	\$5,880		\$5,900
	Substantial Completion		2	4	6	2	6	3	4	2	6				35	\$6,473		\$6,500
	Pre-Construction and Progress Meetings		48												48	\$10,459	\$2,000	\$12,500
	Record Contract Drawings and Documents			4	8	2	8	2	8	7			4		43	\$7,309		\$7,300
	Subtotal:	10	164	52	127	26	87	16	53	21	30	0	16	69	671	\$117,200	\$2,000	\$119,200
2.0	Field Services																	
	Select Site Visits During Construction		40	48		24			16	16		16	16		176	\$39,548	\$5,000	\$44,500
	Part Time Resident Engineering/RPR				512						40				552	\$68,817	\$12,000	\$80,800
	Subtotal:	0	40	48	512	24	0	0	16	16	40	16	16	0	728	\$108,400	\$17,000	\$125,300
3.0	Project Controls																	
	Schedule Tracking		12											8	20	\$3,362		\$3,400
	Budget Tracking		12											8	20	\$3,362		\$3,400
	Subtotal	0	24	0	0	0	0	0	0	0	0	0	0	16	40	\$6,700	\$0	\$6,800
Project Totals		10	228	100	639	50	87	16	69	37	70	16	32	85	711	\$123,900	\$2,000	\$251,300

FY 2023 Budget Amendment-Exhibit

Account #	Fund	Account Description	Amount	Comments
50100110-40000	Water	Use of Fund Balance	\$ (251,300.00)	
50100130-70051	Water	Architectural & Engineering Services for Capital	\$ 251,300.00	
		Net Transaction:	\$ -	



CONSENT AGENDA ITEM NO. 7.H

FOR COUNCIL: February 13, 2023

WARD IMPACTED: Ward 7

SUBJECT: Consideration and Action on an Ordinance Approving a Municipal Utility Easement with Nord Farms, Inc. and Authorizing the City Manager to Approve Additional Easement and License Agreements Related to the QuikTrip Annexation Agreement and Development, as requested by the Public Works Department and the Legal Department.

RECOMMENDED MOTION: The proposed Ordinance 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: On or around April 25, 2022, the City approved an annexation agreement with QuikTrip for the annexation and development of property located west of Interstate 55 and south of West Market Street. Part of the annexation agreement and development of the QuikTrip requires the location and extension of several City utilities and that associated easement agreements be granted to the City.

The proposed Ordinance approves a municipal utility easement with Nord Farms, Inc. for one of those temporary construction and permanent easements. In addition, the Ordinance authorizes the City Manager to enter into and accept future easements and licenses related to the development.

QuikTrip proposes to start construction of the approved public and private infrastructure improvements in the spring/summer of 2023 with an anticipated completion of spring/summer of 2024.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: There is no financial impact associated with the proposed Ordinance or related easements.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goals ED-1.2 (Leverage community assets in attracting business), ED-4.4 (Evaluate commercial land use needs in the context of changing economic trends), CF-1 (Continue to provide quality public facilities and services), UEW-1.7 (Reliable and efficient collections systems (sanitary sewer, combined sewer, and storm sewer systems) to protect public health, safety, and the environment, and TAQ-1. (A safe and efficient network of streets, bicycle-pedestrian facilities and other

infrastructure to serve users in any surface transportation mode).

Respectfully submitted for consideration.

Prepared by: Craig Shonkwiler, Assistant Director of Public Works/City Engineer

ATTACHMENTS:

[PW 2B Ordinance](#)

[PW 2C Ordinance Exhibit A](#)

ORDINANCE NO. 2023 - _____

AN ORDINANCE APPROVING A MUNICIPAL UTILITY EASEMENT WITH NORD FARMS, INC. AND AUTHORIZING THE CITY MANAGER TO APPROVE ADDITIONAL EASEMENT AND LICENSE AGREEMENTS RELATED TO THE QUIKTRIP ANNEXATION AGREEMENT AND DEVELOPMENT

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

WHEREAS, on or around April 25, 2022, the City approved an annexation agreement with QuikTrip for the annexation and development of property located west of I-55 and south of West Market Street (hereinafter “Annexation Agreement”); and

WHEREAS, pursuant to the Annexation Agreement, several easements for City utilities are required; and

WHEREAS, in addition to easements, the City may need to enter into license agreements for the provision of irrigation within the public right-of-way; and

WHEREAS, the City Council desires to authorize the City Manager to approve and accept easements and enter into easement agreements and license agreements related to the Annexation Agreement and QuikTrip development.

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

SECTION 1. The above recitals are incorporated into and made a part of this Ordinance as though fully set forth herein.

SECTION 2. The Municipal Utility Easement, attached hereto as Exhibit A, is hereby approved and the City Manager is authorized to execute same.

SECTION 3. The City Manager is authorized, upon the recommendation of the Director of Public Works, to approve, accept and/or execute additional easements, easement agreements, and/or license agreements related to the QuikTrip Annexation Agreement and development.

SECTION 4. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article 7, Section 6 of the 1970 Illinois Constitution.

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

SECTION 6. This Ordinance shall be effective immediately after its approval and publication as required by law.

PASSED this 13th day of February 2023.

APPROVED this _____ day of February 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A
MUNITIPAL UTILITY EASEMENT

EXHIBIT A

**PERMANENT
EASEMENT**

McLean County

**THIS DOCUMENT PREPARED BY
& AFTER RECORDING MAIL TO:**

John L. Pratt
 Pratt and Pratt, P.C.
 217 E. Washington Street
 Bloomington, IL 61701
 (309) 828-2302

MUNICIPAL UTILITY EASEMENT

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, NORD FARMS, INC., an Illinois Corporation, having an office in McLean County, Illinois, (hereinafter referred to as "Grantor" or "Owner") does hereby grant and convey to the CITY OF BLOOMINGTON, an Illinois Municipal Corporation, its successors, assigns and/or designees, (hereinafter referred to as "Grantee" or "City") a temporary construction and permanent easement for the purposes of surveying, constructing, operating, maintaining, testing, inspecting, repairing, removing, replacing, using and controlling one underground sanitary sewer main line to be located on the Grantor's property, which is described in Exhibit A attached hereto and incorporated herein (hereinafter referred to as the "Grantor's Property"), in the Permanent Easement Area, which is described in Exhibit B attached hereto and incorporated herein and as identified in the Plat of Survey attached to Exhibit B, together with all appurtenant and related fixtures, systems and other equipment (collectively the "Utility") in, upon, under, across and through the Permanent Easement Area. The Permanent Easement Area shall be 20 feet wide.

The grants of the easements herein contained are made solely upon the conditions and limitations herein contained, and the City, by its acceptance of such grant, accepts such conditions and limitations and agrees to the full, strict and prompt observance and performance thereof.

1. Temporary Construction Easement. In addition to the permanent easement, Grantee and Grantee's employees, agents and contractors shall have the right to enter upon the Temporary Construction Easement Area, which is more particularly described in Exhibit B, for the purpose of working and maneuvering space for materials, equipment, displaced earth and personnel during the installation of the underground sanitary sewer main line located within the

Permanent Easement Area. With the exception of the materials that will be located within the Permanent Easement Area, there shall be no storing of materials in the Permanent or Temporary Construction Easement Areas (hereinafter collectively referred to as the "Easement Areas"). The Temporary Construction Easement shall terminate twelve (12) months after the commencement of construction unless renewed in writing by Grantor with additional consideration payable to Grantor. In the event a fence is removed at any time during the construction of the underground sanitary sewer, Grantee shall install and maintain a temporary fence during the construction and replace the fence after the construction pursuant to Section 3 below. The Temporary Construction Easement Area shall be 30 feet wide.

2. Reserved Rights. The Owner hereby reserves the right to use the Easement Areas in any manner that will not prevent or interfere with the exercise of the rights granted herein; provided, however, that the Owner shall not obstruct, permit to be obstructed, or create any hazardous condition on the Easement Areas. In addition, Grantor covenants and agrees that no trees, building or structures shall be erected or constructed on the Easement Areas without the Grantee's written consent, and that the present grade or ground level of the Permanent Easement Area shall not be changed by excavation or filling by more than (1) one foot from existing levels without Grantee's written consent.

3. Restoration. In the event that the Easement Areas, or any improvement or appurtenance permitted to be placed thereon under this instrument by the Owner, or any tenant then in possession, is disturbed or damaged by the City or any of its contractors, agents or employees in connection with the rights granted to the City under this instrument, the City shall promptly restore the Easement Areas, improvement or appurtenance which was so disturbed or damaged to, as nearly as practicable, its former condition, or shall pay to the Owner or tenant then in possession the actual damages to the Easement Areas, improvement or appurtenance. If the parties are unable to agree on the cost of the actual damages, either party may take such action as provided by law to have the obligation determined and enforced. Grantee shall perform all work in a good and workmanlike manner and as expeditiously as possible so as to minimize interference with the use of Grantor's Property, including, where applicable, the flow of pedestrian and vehicular traffic, and Grantee shall restore such Easement Areas to a condition as good as or better than that which existed prior to such installation, maintenance, repair and replacement, at Grantee's sole cost and expense. The Grantee shall use its best efforts to minimize the actual loss of income suffered by Grantor as a result of Grantee's access to the Utility.

4. Hold Harmless. The City agrees that it will save and hold the Owner harmless from all claims, causes, actions, suits, damages or demands, in law or in equity, which may arise out of, or as a consequence of, the negligence of the City, or any of its contractors, agents or employees, in undertaking any work relating to the Utility under this instrument.

5. Access Rights. Grantor provides to Grantee the permission and authority to: (1) enter upon such portions of the Easement Areas as may be reasonably necessary for the purposes of constructing, maintaining, repairing, replacing and operating one underground sanitary sewer main line and exercising the rights of Grantee as set forth in this easement; and (2) enter in a reasonable manner upon such portions of the property owned by the Grantor outside the

Easement Areas to exercise the rights and perform the obligations of the Grantee as set forth in this easement only, including constructing, maintaining, repairing, replacing and operating the underground sanitary sewer main line and exercising any other rights set forth in this easement. Grantee shall seek permission from Grantor prior to entering the Grantor's Property and Grantor shall not unreasonably deny Grantee's request for permission to enter Grantor's Property.

6. Obstacles & Obstructions. Grantee shall have the right to clear and remove any obstacles and obstructions which will impede or interfere with Grantee's rights hereunder, including the right temporarily to open or remove and to close fences located on or across the Easement Areas, which prevent, interfere with or hinder Grantee's use of the Easement Areas. If it becomes necessary at any time for Grantee to temporarily open or remove a fence or any part thereof, or damage a fence or gate, or remove any improvements including, but not limited to, any structures, pavilions, water lines, sewer lines, roads, or parking lots Grantee will, at its cost, restore the same to as good or better a condition as it was prior to said access by Grantee. All trees which are cut shall be cut to two (2) feet below ground level. The Grantee will not leave trees or brush piled on the Grantor's Property, and trees/brush which are cut from the property to enable Grantee to make the permitted use of the Easement Areas shall be completely removed from the Easement Areas. Grantor shall not be required by Grantee to replace any trees that are removed from Grantor's Property pursuant to this Easement on any portion of Grantor's Property at any time. Portions of Grantor's Property which are disturbed by Grantee's use shall be reseeded to grass if applicable and appropriate. Grantee will take all reasonable efforts to ensure any debris resulting from Grantee's use of the Easement Areas or work relating to the sanitary sewer system to which the Easement Areas pertain, will be removed within 21 days, weather and Owner permitting, after Grantee's work has been concluded.

7. No Lien. Grantee shall not place or cause to be placed any lien to stand against the Easement Areas or any improvements thereon for any labor or materials in connection with work of any character performed or claimed to have been performed on the Easement Areas or adjoining property owned by Grantor at the direction or sufferance of Grantee and/or any of Grantee's assigns, successors or agents. In the event of any such lien attaching to the Easement Area, the adjoining property owned by the Grantor or any improvements thereon, Grantee shall immediately have such lien released and failure by Grantee to do so shall constitute a breach of this Easement.

8. Compliance with Laws. All construction, maintenance, alteration, replacement, operation and repair of the Easement Areas by Grantee shall comply with all applicable laws, statutes, building codes and regulations of general application (collectively "Laws"). This easement does abrogate or supersede any applicable Laws requiring the parties to obtain permits, licenses, inspections or approvals in order to construct, maintain, alter, replace, operate or repair the underground sewer main line within the Permanent Easement Area as contemplated herein.

9. Integration. This easement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

10. Binding Effect. All rights, title and privileges herein granted shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

11. Severability. The invalidity of any provision of this easement shall not impair the validity of any other provision. If any provision of the easement is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed severable and this easement may be enforced with any such provision severed or as modified by the court.

12. Limitation. This instrument is executed and accepted with the express understanding that the Grantee is not bound to do or perform any act or provide consideration except as herein expressly provided.

13. Attorney's Fees. Should either Grantor or Grantee be required to incur attorney's fees, costs, and/or other expenses, (including expenses of litigation) as a result of the other party's failure to perform any obligation pursuant to the terms hereof, then the party so failing to perform shall be liable to the other party for any reasonable attorney's fees, costs, and expenses (including expenses of litigation) incurred by such party.

IN WITNESS WHEREOF, the undersigned Owner binds itself and its successors and assigns to the grant of this Temporary Construction and Permanent Easement.

DATED this 7 day of November, 2022.

ACCEPTED AND AGREED TO:

CITY OF BLOOMINGTON (GRANTEE and CITY):

By: _____

ATTEST: _____

NORD FARMS, INC. (GRANTOR and OWNER):

By: Ronald S Nord
Ronald Nord, President

ATTEST: Douglas Nord
Douglas Nord, Secretary

EXHIBIT A**LEGAL DESCRIPTION**Grantor's Property:

The East 214.5 feet of the East Half of the Southeast Quarter of Section 1, Township 23 North, Range 1 East of the Third Principal Meridian, McLean County, Illinois, EXCEPT the south 1,764 feet thereof.

PIN: 20-01-426-007.

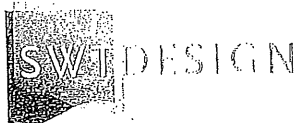


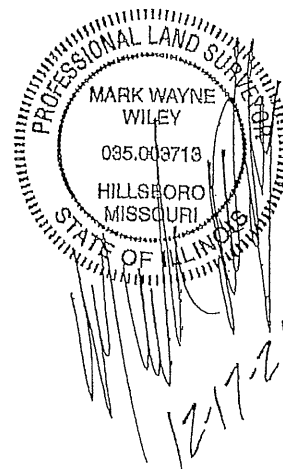
Exhibit B

Nord Farms LLC Tract 20'W Storm Sewer Easement

A tract of land located in the East 1/2 of the Southeast 1/4 of Section 1, Township 23 North, Range 1 East, of the 3rd Principal Meridian, being part of a larger tract conveyed in Document 73-10325 and being described as follows:

Commencing at a stone marking the Southwest corner of the Northwest 1/4 of Section 6, thence South 83 degrees 59 minutes 04 seconds West a distance of 5.03 feet to the point of beginning of the tract herein described: thence South 01 degrees 04 minutes 30 seconds East a distance of 248.98 feet to a point; thence North 66 degrees 51 minutes 09 seconds West a distance of 21.93 feet to a point; thence North 01 degrees 04 minutes 30 seconds West a distance of 239.98 feet to a point; Thence North 00 degrees 58 minutes 07 seconds West a distance of 37.57 feet to a point; thence South 88 degrees 21 minutes 32 seconds East a distance of 20.02 feet to a point; thence South 00 degrees 58 minutes 07 seconds East a distance of 36.63 feet to the point of beginning and containing 5632 square feet, more or less.

Subject to easements, restrictions, reservations and covenants of record, if any.





SWT Design Corporate Authority # 184-008401

DETAIL

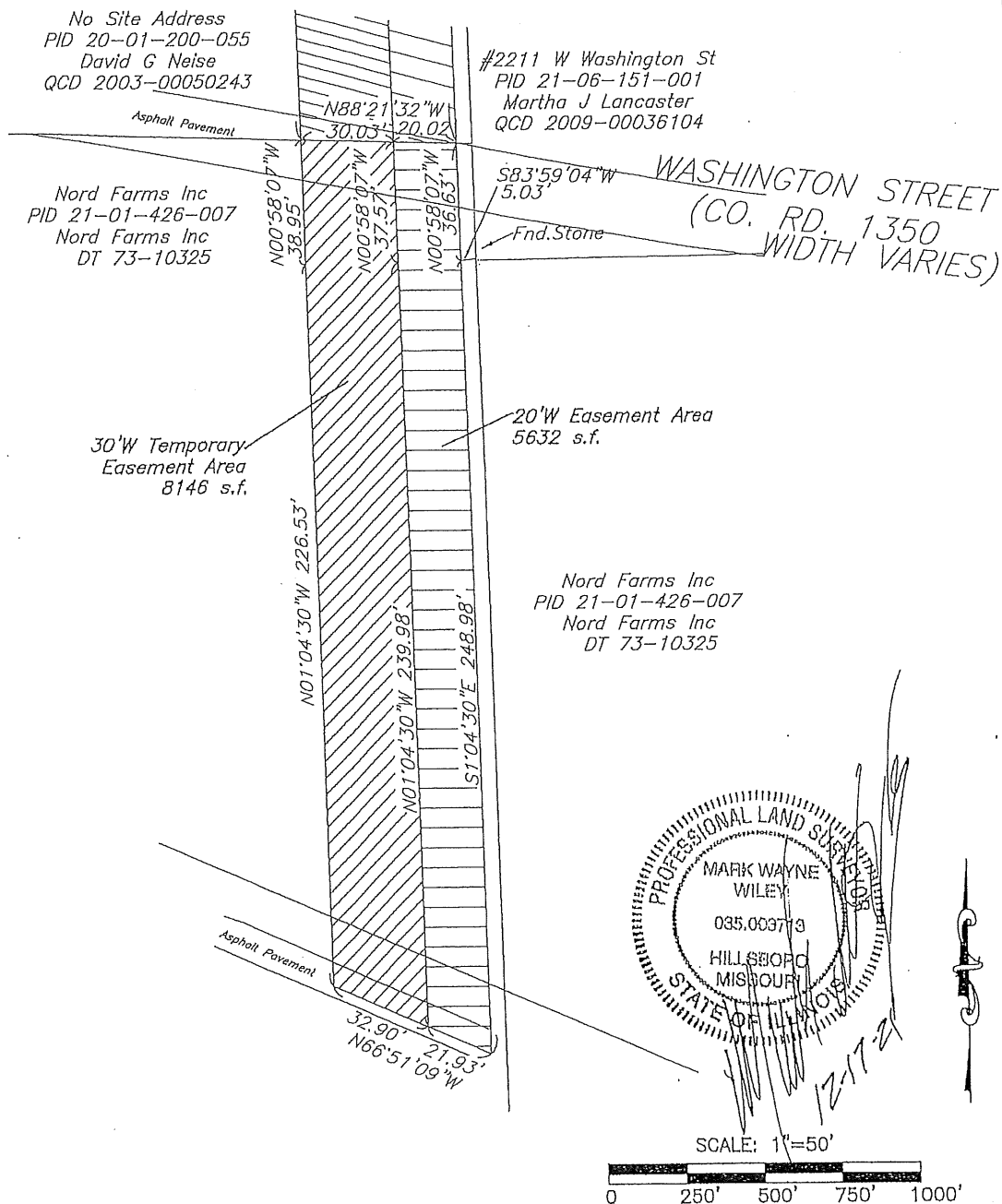


EXHIBIT 'A'

INITIALS:

STORM SEWER EASEMENTS
PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4
SECTION 1, TOWNSHIP 23 NORTH, RANGE 1 EAST, 3RD PM
McLean County, Illinois



CONSENT AGENDA ITEM NO. 7.I

FOR COUNCIL: February 13, 2023

WARD IMPACTED: Ward 8

SUBJECT: Consideration and Action on an Ordinance Approving the Preliminary Plan for The Residences at The Links Subdivision for the Property Generally Located Near the Intersection of Ballybunion Road and Tullamore Avenue, Consisting of 19.67 Acres More or Less, PINs: 22-18-203-011, 22-18-203-012, 22-18-203-013, 22-18-203-014, and Part of PIN(s) 22-18-203-006 and 22-18-203-010, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City
Goal 5. Great Place - Livable, Sustainable City
Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5a. Well-planned City with necessary services and infrastructure
Objective 5b. City decisions consistent with plans and policies
Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents

BACKGROUND: The Petitioner, Green Fairways Development, LLC, is requesting approval of a Preliminary Plan for the properties generally located near the intersection of Ballybunion Road and Tullamore Avenue.

Summary of Request:

- The subject properties contain approximately 19.67 acres of land, of which 0.59 acres is currently developed and 19.08 acres is undeveloped.
- The Preliminary Plan will allow for final platting and development of the property into a multi-family dwelling apartment complex with 292 total units.
- Access to the property is available from Ballybunion Road and Tullamore Avenue.
- The Preliminary Plan conforms with the standards and purpose of the Subdivision Code; no waivers have been requested.

On Wednesday, December 7, 2022, the Planning Commission held a public hearing and voted 5-1 to recommend approval of the request. For more detailed information, please see the attached Staff Report to the Planning Commission and draft meeting minutes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Monday, November 21, 2022. Courtesy notices were mailed to nine property owners within 500 feet of the subject property.

FINANCIAL IMPACT: Approval of the proposed Preliminary Plan will allow for final platting

and future development of roughly 19.67 acres of property into multiple-family dwellings, helping to fulfill the need for housing identified in the Economic Development Council's Bloomington-Normal Housing Analysis. Additional available residential units permit more of the local workforce to live locally, increasing the City's tax base and increasing future revenues for the City.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goals ED-4.2 (Prioritize infill and redevelopment to spur growth and reinvestment in the City), H-1. (Ensure the availability of safe, attractive and high quality housing stock to meet the needs of all current and future residents of Bloomington), and H-1.1 (Ensure that the housing to accommodate the new growth is a broad range (of types, sizes, ages, densities, tenancies and costs) equitably distributed throughout the City recognizing changing trends in age-group composition, income, and family living habits)).

Respectfully submitted for consideration.

Prepared by: Glen Wetterow, City Planner

ATTACHMENTS:

[E&CD 3B Ordinance](#)

[E&CD 3C Staff Report](#)

[E&CD 3D DRAFT Minutes](#)

ORDINANCE NO. 2022 - _____

AN ORDINANCE APPROVING THE PRELIMINARY PLAN FOR THE RESIDENCES AT THE LINKS SUBDIVISION FOR PROPERTY GENERALLY LOCATED NEAR THE INTERSECTION OF BALLYBUNION ROAD AND TULLAMORE AVENUE, CONSISTING OF 19.67 ACRES MORE OR LESS, PIN(S):22-18-203-011, 22-18-203-012, 22-18-203-013, 22-18-2013-014, AND PART OF PIN(S): 22-18-203-006 and 22-18-203-010

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a Petition requesting approval of the Preliminary Plan for the Residences at The Links Subdivision for the property located near the intersection of Ballybunion Road and Tullamore Avenue, legally described in Exhibit "A" and hereinafter referred to as "Property", which is attached hereto and made part hereof by this reference; and

WHEREAS, said Petition included a Preliminary Plan, illustrated in Exhibit "B", and hereinafter referred to as "Plan"; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said Petition; and

WHEREAS, the Bloomington Planning Commission, following said public hearing, made findings of fact that such Preliminary Plan conforms with the standards of the Subdivision Code of the City of Bloomington, of which the purpose is stated in § 24-203 of the Bloomington City Code; and

WHEREAS, the Bloomington Planning Commission voted to recommend that the City Council pass this Ordinance; and

WHEREAS, the City Council of the City of Bloomington has the power to adopt this Ordinance and approve this Preliminary Plan.

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

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

Section 2. The Council hereby adopts the findings of fact of the Planning Commission, and the Preliminary Plan for the Residences at The Links Subdivision, legally described in Exhibit "A" and depicted in Exhibit "B", is hereby approved.

Section 3. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

Section 4. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

Section 5. This Ordinance shall take effect immediately after its approval and publication as

required by law.

PASSED this 13th day of February 2023.

APPROVED this ____ day of February 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT "A"

Legal Description

Lot 312 in the First Addition to the Links at Ireland Grove Road Subdivision according to the plat thereof recorded January 26, 2006 as Document No. 2006-2199 and that part of Lot 318 lying west of the Southerly Extension of the East Line of said Lot 312 and North of the South Line of the North Half of Lot 1 and its easterly extension in the Northwest Quarter of Section 18 Township 23 North, Range 3 East of the Third Principal Meridian, and Lots 319, 320, 321 and 322 in the Second Addition to the Links at Ireland Grove Road Subdivision according to the plat thereof recorded November 13, 2009 as Document No. 2009-34823 in the City of Bloomington, McLean County, Illinois.

PINs: 22-18-203-011, 22-18-203-012, 22-18-203-013, 22-18-203-014, and Part of PINs: 22-18-203-006 and 22-18-203-010.

EXHIBIT "B"

Preliminary Plan for the Residences at The Links

PRELIMINARY PLAN FOR THE RESIDENCES AT THE LINKS

Bloomington, Illinois
N 1/2 Sec. 18, T.23 N., R.3 E. McLean County

NOTES

1. THIS SITE PLAN HAS BEEN PREPARED BY THE ARCHITECT AND ENGINEER, AND IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT AND ENGINEER.
2. THE SITE PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT AND ENGINEER.
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LOCATION MAP

EXISTING LEGEND		PROPOSED LEGEND	
1.00	EXISTING LOT LINE	1.00	PROPOSED LOT LINE
1.01	EXISTING INTERSECTION	1.01	PROPOSED INTERSECTION
1.02	EXISTING DRIVEWAY	1.02	PROPOSED DRIVEWAY
1.03	EXISTING SIDEWALK	1.03	PROPOSED SIDEWALK
1.04	EXISTING FENCE	1.04	PROPOSED FENCE
1.05	EXISTING UTILITY	1.05	PROPOSED UTILITY
1.06	EXISTING WATER	1.06	PROPOSED WATER
1.07	EXISTING SEWER	1.07	PROPOSED SEWER
1.08	EXISTING GAS	1.08	PROPOSED GAS
1.09	EXISTING CABLE	1.09	PROPOSED CABLE
1.10	EXISTING TELEPHONE	1.10	PROPOSED TELEPHONE
1.11	EXISTING RAILROAD	1.11	PROPOSED RAILROAD
1.12	EXISTING HIGHWAY	1.12	PROPOSED HIGHWAY
1.13	EXISTING AIRPORT	1.13	PROPOSED AIRPORT
1.14	EXISTING MARINA	1.14	PROPOSED MARINA
1.15	EXISTING PARK	1.15	PROPOSED PARK
1.16	EXISTING GOLF COURSE	1.16	PROPOSED GOLF COURSE
1.17	EXISTING BEACH	1.17	PROPOSED BEACH
1.18	EXISTING BOAT DOCK	1.18	PROPOSED BOAT DOCK
1.19	EXISTING FISHING PIER	1.19	PROPOSED FISHING PIER
1.20	EXISTING SWIMMING POOL	1.20	PROPOSED SWIMMING POOL
1.21	EXISTING TENNIS COURT	1.21	PROPOSED TENNIS COURT
1.22	EXISTING BASKETBALL COURT	1.22	PROPOSED BASKETBALL COURT
1.23	EXISTING VOLLEYBALL COURT	1.23	PROPOSED VOLLEYBALL COURT
1.24	EXISTING SOFTBALL FIELD	1.24	PROPOSED SOFTBALL FIELD
1.25	EXISTING BASEBALL FIELD	1.25	PROPOSED BASEBALL FIELD
1.26	EXISTING HOCKEY RINK	1.26	PROPOSED HOCKEY RINK
1.27	EXISTING SKATING RINK	1.27	PROPOSED SKATING RINK
1.28	EXISTING JUDO DOJO	1.28	PROPOSED JUDO DOJO
1.29	EXISTING KARATE DOJO	1.29	PROPOSED KARATE DOJO
1.30	EXISTING MOUNTAIN CLIMBING WALL	1.30	PROPOSED MOUNTAIN CLIMBING WALL
1.31	EXISTING ROCK WALL	1.31	PROPOSED ROCK WALL
1.32	EXISTING FISHING PIER	1.32	PROPOSED FISHING PIER
1.33	EXISTING BOAT DOCK	1.33	PROPOSED BOAT DOCK
1.34	EXISTING MARINA	1.34	PROPOSED MARINA
1.35	EXISTING PARK	1.35	PROPOSED PARK
1.36	EXISTING GOLF COURSE	1.36	PROPOSED GOLF COURSE
1.37	EXISTING BEACH	1.37	PROPOSED BEACH
1.38	EXISTING BOAT DOCK	1.38	PROPOSED BOAT DOCK
1.39	EXISTING MARINA	1.39	PROPOSED MARINA
1.40	EXISTING PARK	1.40	PROPOSED PARK
1.41	EXISTING GOLF COURSE	1.41	PROPOSED GOLF COURSE
1.42	EXISTING BEACH	1.42	PROPOSED BEACH
1.43	EXISTING BOAT DOCK	1.43	PROPOSED BOAT DOCK
1.44	EXISTING MARINA	1.44	PROPOSED MARINA
1.45	EXISTING PARK	1.45	PROPOSED PARK
1.46	EXISTING GOLF COURSE	1.46	PROPOSED GOLF COURSE
1.47	EXISTING BEACH	1.47	PROPOSED BEACH
1.48	EXISTING BOAT DOCK	1.48	PROPOSED BOAT DOCK
1.49	EXISTING MARINA	1.49	PROPOSED MARINA
1.50	EXISTING PARK	1.50	PROPOSED PARK

DESCRIPTION OF PROPERTY

The property is located in the City of Bloomington, Illinois, and is bounded by the following: North by the City of Bloomington, Illinois; South by the City of Bloomington, Illinois; East by the City of Bloomington, Illinois; and West by the City of Bloomington, Illinois.

SHEET INDEX

SHEET	TITLE
1	1.00 SITE PLAN
2	2.00 SITE PLAN

OWNER

THE LINKS AT THE LINKS, LLC
1000 N. 1/2 SEC. 18, T.23 N., R.3 E.
BLOOMINGTON, ILLINOIS 61701

ATTORNEY

THE LINKS AT THE LINKS, LLC
1000 N. 1/2 SEC. 18, T.23 N., R.3 E.
BLOOMINGTON, ILLINOIS 61701

DEVELOPER

THE LINKS AT THE LINKS, LLC
1000 N. 1/2 SEC. 18, T.23 N., R.3 E.
BLOOMINGTON, ILLINOIS 61701

ENGINEER

THE LINKS AT THE LINKS, LLC
1000 N. 1/2 SEC. 18, T.23 N., R.3 E.
BLOOMINGTON, ILLINOIS 61701



BENCHMARK

1. THE BENCHMARK IS AT THE CORNER OF THE LOT LINE AND THE LOT LINE.

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Project Status
NOT FOR CONSTRUCTION

Residences at The Links

Project No. 1

DATE: 12/31/2023

DRAWN: CNP

REVIEWED: CNP

FIELD BOOK NO.

COVER

1
OF 1

PROJECT NO. 3010550



PLANNING COMMISSION

TO: Planning Commission

FROM: Economic & Community Development Department

DATE: December 7, 2022

CASE NO: PS-05-22, Preliminary Plan for Residences at The Links Subdivision

REQUEST: Public hearing, review and action on a petition submitted by Green Fairways Development LLC, requesting approval of a Preliminary Plan for the Residences at The Links Subdivision for the properties generally located near the intersection of Ballybunion Road and Tullamore Avenue. PIN(s): 22-18-203-011, 22-18-203-012, 22-18-203-013, 22-18-203-014 and Part of PIN(s) 22-18-203-006 and 22-18-203-010.

BACKGROUND

Request

The Petitioner seeks approval of the Preliminary Plan for the properties generally located near the intersection of Ballybunion Road and Tullamore Avenue. The Petitioner seeks to develop this subdivision into a multi-family dwelling apartment complex. This case is associated with cases Z-14-22 and Z-15-22 which seek to rezone neighboring properties from B-1 to P-2 as they are intended to be a part of this development. The Petitioner was not required by code to submit this Preliminary Plan for review and approval. The Petitioner seeks to have the Preliminary Plan reviewed and approved to ensure what is proposed meets code and is acceptable to the elected officials and the public, especially the surrounding property owners. Approval of this Preliminary Plan for the Residences at The Links will facilitate the proposed development.

Property Characteristics

The subject properties contain approximately 19.67 acres of land, of which 0.59 acres is currently developed and 19.08 acres is undeveloped. The Preliminary Plan indicates the inclusion of property being requested to be rezoned in cases Z-14-22 and Z-15-22. Ultimately, all these properties will be combined into one. Access to the property will be available from Ballybunion Road and Tullamore Avenue. The surrounding properties are agriculturally (county), publicly, and commercially zoned. The property to the south is located within the County.

Notice

The application has been filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Monday, November 21, 2022. Courtesy notices were mailed to 9 property owners within 500 feet of the subject property.

Surrounding Zoning and Land Uses

	Zoning	Land Uses
North	B-1 (General Commercial)	Office (Various Types) & Vacant Land
South	A (Agricultural, County)	Farmland (Vacant)
East	P-2 (Public Lands & Institutions)	Golf Course
West	B-1 (General Commercial)	Office (Various Types), Place of Worship, & Multiple-Family Dwellings (Apartment Complex)

ANALYSIS

Compliance with the Comprehensive Plan:

The proposed Preliminary Plan contributes to Goals ED-4.2 (Prioritize infill and redevelopment to spur growth and reinvestment in the City), H-1. (Ensure the availability of safe, attractive and high quality housing stock to meet the needs of all current and future residents of Bloomington), H-1.1 Ensure that the housing to accommodate the new growth is a broad range (of types, sizes, ages, densities, tenancies and costs) equitably distributed throughout the City recognizing changing trends in age-group composition, income, and family living habits), N-2.2 (Celebrate the uniqueness of Bloomington's neighborhoods), N-2.2a (Identify the unique qualities of each neighborhood and promote these as destinations for desirable areas to live, work, shop and play), HL-4. (Continue to develop quality parks and recreational programming for all), and HL-4.1 (Ensure that all parks have amenities and facilities that appeal to residents of all ages and abilities) of the 2035 Comprehensive Plan.

The 2035 Comprehensive Plan's Future Land Use map identifies this area as parks and recreational space within the built areas. The Land Use Priorities map identifies portions this area as Tier-1 priority which is Vacant and under-utilized land for infill development or redevelopment within the City. Additionally, the Opportunities for Infill Development and Redevelopment map identifies a portion of this area as non-residential vacant property.

STANDARDS FOR REVIEW

The Planning Commission shall hold at least one public hearing on any proposed Preliminary Plan and report to the Council its findings of fact and recommendations. Recommendations shall be made upon the determination that the Preliminary Plan conforms with the standards and purpose of the Subdivision Code as listed in § 24-203A-L and discussed below.

Request for Second Amended Preliminary Plan for Interstate Business Park

1. To protect, provide and promote the public health, safety and general welfare of the City.

The proposed subdivision has access to City utilities (water and sewer) for proper sanitation. Stormwater management will be addressed per § 44-106 G if more than 1,400 sq. ft. of impervious surface is created or altered when construction occurs. Lot characteristics proposed by the subject

Preliminary Plan are in compliance with the requirements of the P-2 (Public Lands & Institutions) District and supportive of the prescribed site design and development intensities for these Districts.

2. To guide the future growth and development of the City, in accordance with the Comprehensive Plan.

The Comprehensive Plan identifies this area along Ballybunion Road and Tullamore Avenue as parks and recreational space within the built areas. The Land Use Priorities Map identifies portions this area as Tier-1 priority which is Vacant and under-utilized land for infill development or redevelopment within the City. Additionally, the Opportunities for Infill Development and Redevelopment Map identifies portion of this area as non-residential vacant property. While the Comprehensive Plan identifies this area as regional commercial, the area has not developed according to the Comprehensive plan. The properties have developed in a manner that is in greater alignment with local commercial. The requested zoning of P-2 (Public Lands & Institutions) is more compatible with these existing local uses. Additionally, the proposed development facilitated by the Zoning Map Amendment will bolster the existing neighboring developments. The proposed development falls in alignment with the Tier-1 priority of these properties. The Redevelopment Map identifies this area as non-residential vacant property, the existing surrounding commercial development is aligned with local commercial which would be supportive and complementary to residential development.

3. To provide for adequate light, air and privacy, to secure safety from fire, flood, and other danger, and to prevent overcrowding of the land and undue congestion of population.

The proposed subdivision will provide adequate separation between buildings, promoting light and air circulation. The configuration of the lots meets City requirements and will ensure overcrowding does not occur. The infrastructure indicated ensures efficient flow of traffic through the area. The proposed infrastructure has been reviewed and approved by the City's Public Works Department. There are no waivers requested with the Preliminary Plan.

4. To protect the character and the social and economic stability of all parts of the City and to encourage the orderly and beneficial development of all parts of the community.

The lots indicated on the Preliminary Plan are currently or will be zoned, P-2 (Public Lands & Institutions) District, they are adjacent to either commercially, agriculturally (County) or publicly zoned properties. The properties to the north, east and west have already been final platted and developed according to B-1 and P-2 zoning standards. The property to the south is within the County and has not been final platted or developed. The uses permitted within the A (Agriculture) District will be in character with the proposed use of this property and the existing uses surrounding the properties. This area is still very undeveloped, and this Preliminary Plan serves to identify only a piece of the overall development in the area.

5. To protect and conserve the value of land throughout the City and the value of buildings and improvements upon the land, and to minimize the conflicts among the uses of land and buildings.

The proposed subdivision and zoning are compatible with adjacent zoning and uses.

6. **To guide public and private policy and action in order to provide adequate and efficient transportation, water, sewerage, schools, parks, playgrounds, recreation and other public requirements and facilities.**

The properties have access to City services (water, sewer and streets). The Land Use Priorities map identifies portions of this property as a Tier 1 priority (vacant and under-utilized land for infill development or redevelopment within the City). A portion of the property is identified as non-residential vacant property the Opportunities for Infill Development and Redevelopment Map. The existing surrounding commercial development is aligned with local commercial which would be supportive and complementary to residential development.

7. **To provide the most beneficial relationship between the uses of land and buildings and the circulation of traffic throughout the City, having particular regard to the avoidance of congestion in the streets and highways, and the pedestrian traffic movements appropriate to the various uses of land and buildings, and to provide for the proper location and width of streets and building setback lines.**

The lots proposed will have frontage off either Ballybunion Road or Tullamore Avenue. Six new approaches will be created to ensure appropriate points of ingress and egress from the property; the number and location have been approved by Public Works. Sidewalks will be installed as required per code.

8. **To establish reasonable standards of design and procedures for subdivision codes and resubdivisions, in order to further the orderly layout and use of land, and to insure proper legal descriptions and monumenting of subdivided land.**

The Bloomington Subdivision Ordinance and Zoning Code ensure standards for design, subdivision and final platting; the proposed Preliminary Plan follows the required procedures and meets the standards identified within.

9. **To ensure that public facilities are available and will have a sufficient capacity to serve the proposed subdivision code and areas reasonably anticipated to be served by such facilities.**

The lots can be served by existing City police and fire services. The lots are served by Unit 5 School District. The Tier 1 Priority classification considers access to existing public infrastructure and services. The existing street infrastructure can accommodate the initial development of this property; however, the fully developed project could require additional infrastructure. As a result, City Staff is requesting a traffic impact study be preformed by the Petitioner and provided to City Staff for review and is a condition of approval. The study will need to be provided to staff within 30 days of the recommendation by the Planning Commission. Findings will be provided to the Planning Commission for their review.

10. **To prevent the pollution of air, streams, and ponds; to assure the adequacy of drainage facilities; to safeguard the water table; and to encourage the wise use and management of natural resources throughout the City in order to preserve the integrity, stability and beauty of the community and the value of the land.**

An Erosion and Sediment Control Permit will have to be reviewed and approved by the Public Works department as part of any construction permitting as required per § 44-106 G. This process will

ensure natural features such as streams and lakes are not negatively impacted. There is already existing stormwater infrastructure provided to accommodate this and surrounding properties. An additional stormwater detention area is identified on Lot 311. However, a stormwater plan is still required and must be approved by the City Engineering Division as part of the final platting process. The existing topography and natural resources have already been significantly modified by previous developments on this and surrounding properties.

11. To preserve the natural beauty and topography of the City and to insure appropriate development with regard to these natural features.

An Erosion and Sediment Control Permit will have to be reviewed and approved by the Public Works department when construction is proposed for the properties as required per § 44-106 G. This permit and review process will ensure the natural beauty and topography are not negatively impacted. There is already existing and proposed stormwater infrastructure provided to accommodate this and surrounding properties on Lot 311 but will be reevaluated for each development project in the area.

12. To provide for open spaces through the most efficient design and layout of the land, including the use of average density in providing for minimum width and area of lots, while preserving the density of land as established in the City's zoning ordinance.

The applicant has selected to subdivide and combine the property to ensure development occurs in a manner that meets the design and density requirements of the City's Zoning Code and those desired by the Petitioner, thus ensuring the most efficient layout of the lot and future structures. There are no waivers requested relate to infrastructure items.

STAFF RECOMMENDATION

Staff finds that the request for approval of the Preliminary Plan conforms with the standards and purpose of the Subdivision Code and recommends that the Planning Commission take the following actions:

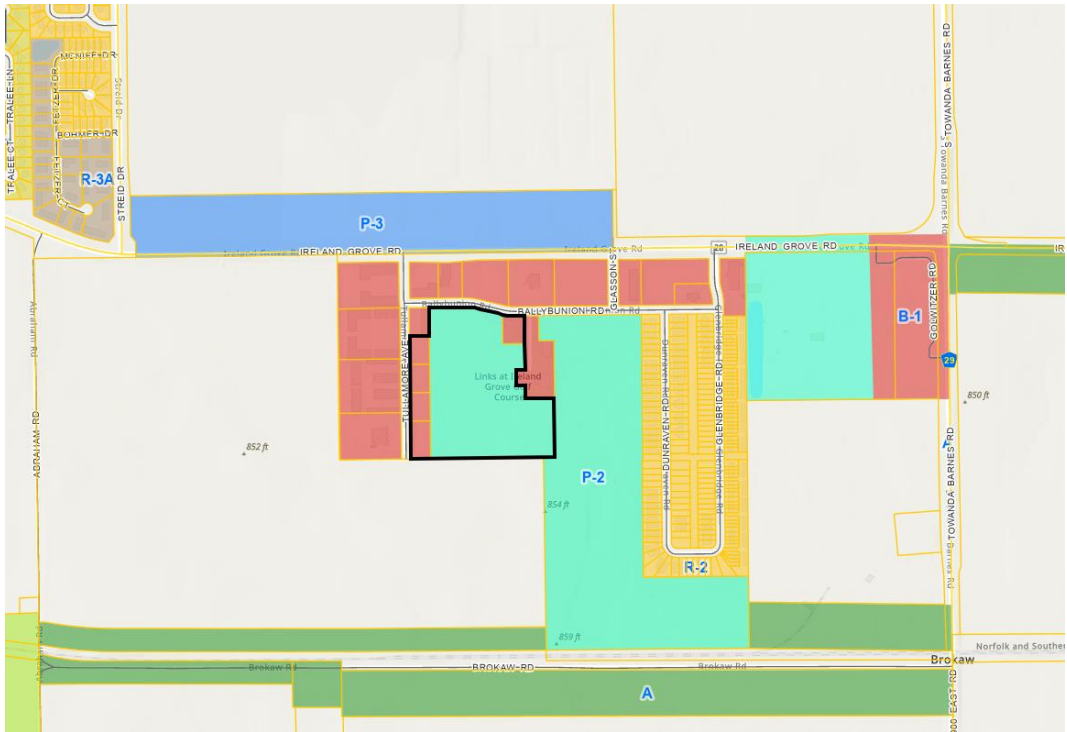
Motion to establish findings of fact that the proposed Preliminary Plan for the Residences at The Links Subdivision ***conforms with the standards and purpose of the Subdivision Code*** and recommend ***approval*** of the petition to City Council with the following condition: that a traffic impact study be provided within 30 days.

Respectfully submitted,
Glen Wetterow
City Planner

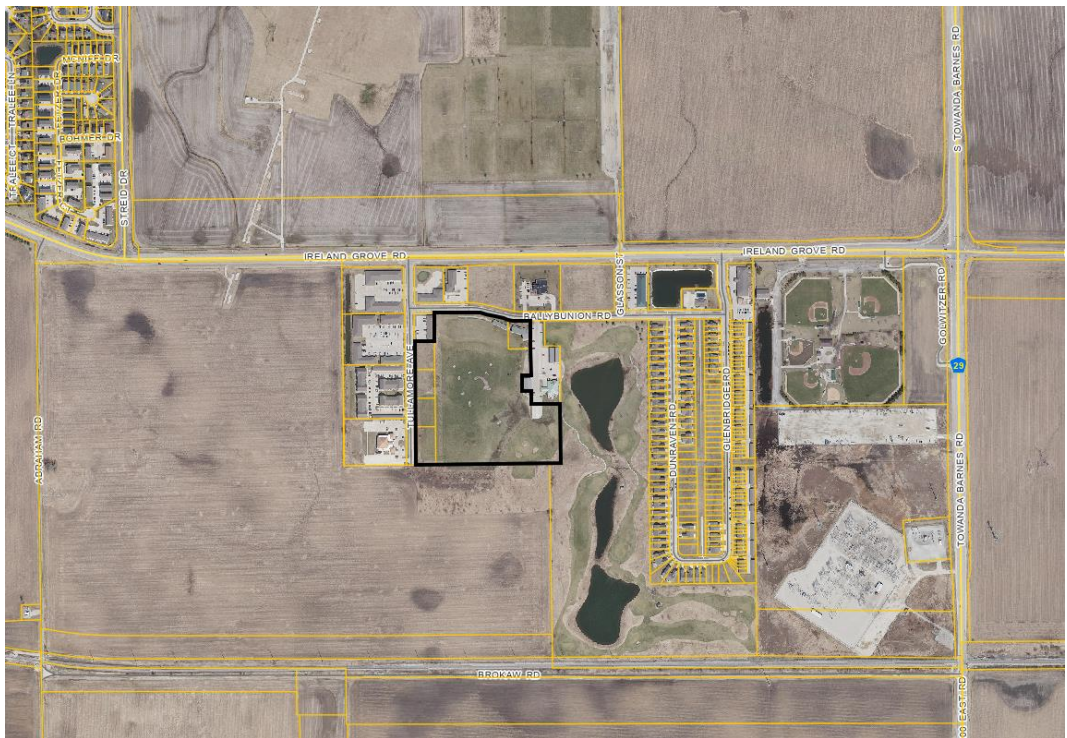
Attachments:

1. Zoning Map
2. Aerial Map
3. Ground-Level View(s)
4. Preliminary Plan for The Residences at the Links
5. Neighborhood Notice Map

Attachment 1 - Zoning Map



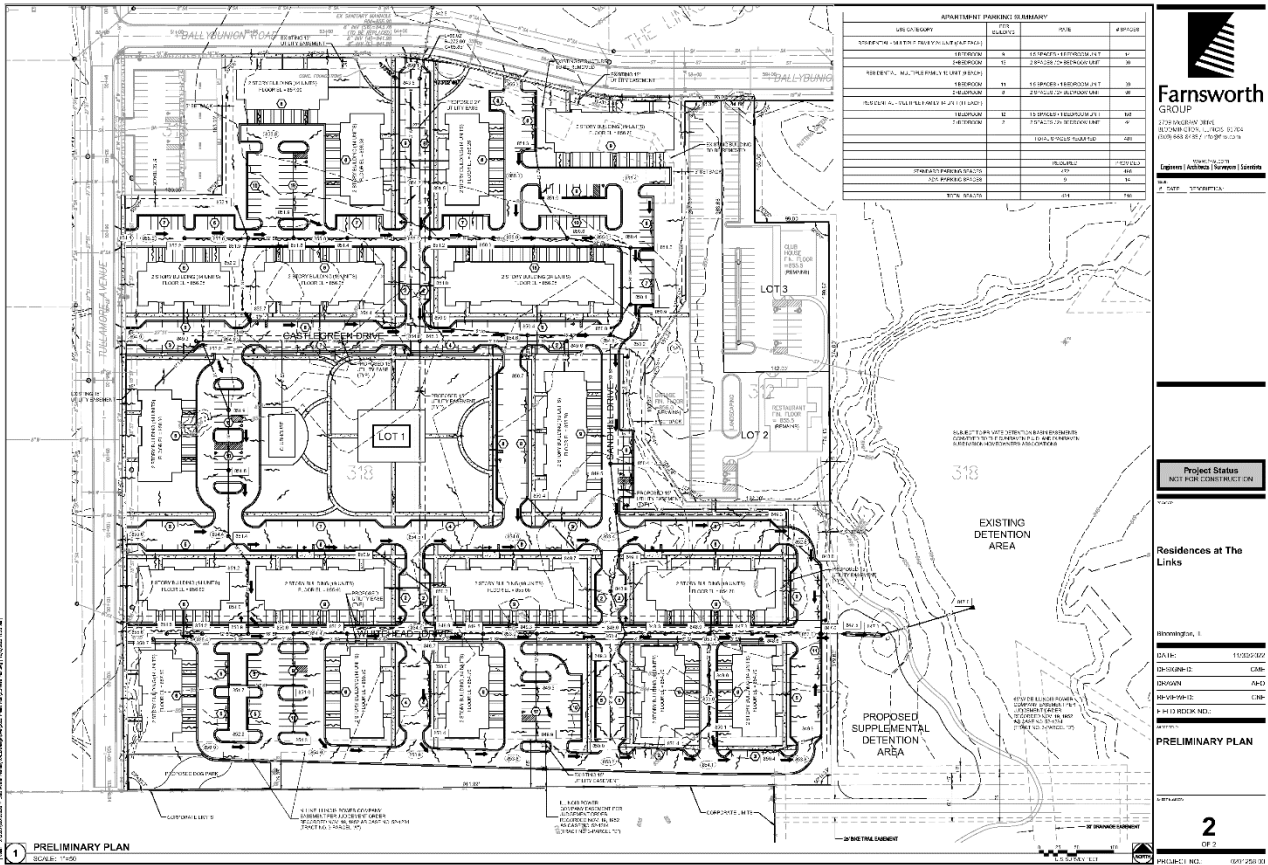
Attachment 2 - Aerial Map



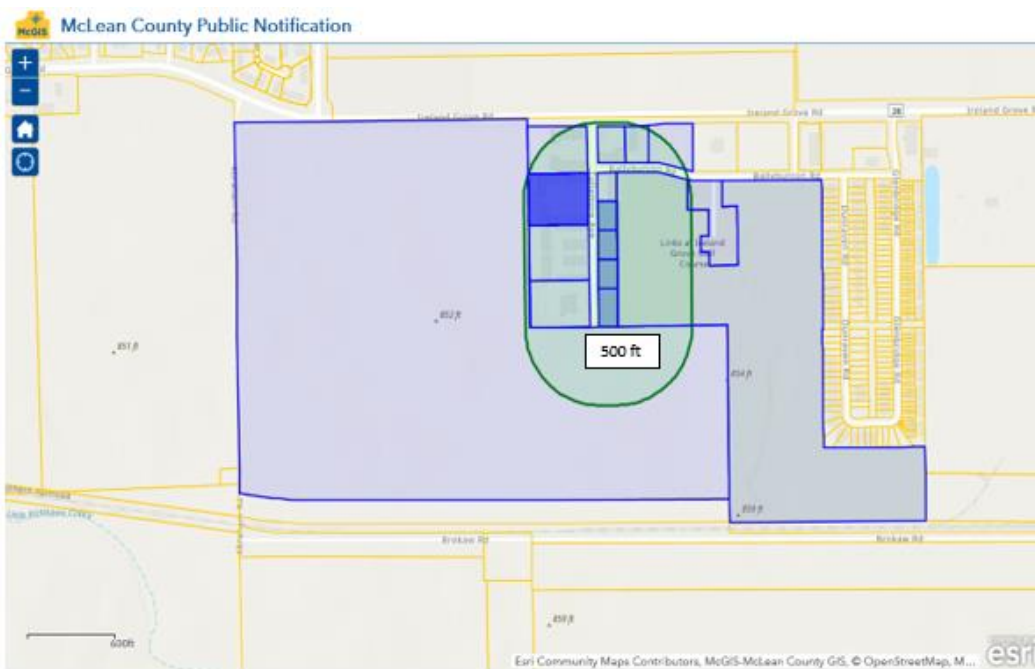
Attachment 3 - Ground Level View(s)

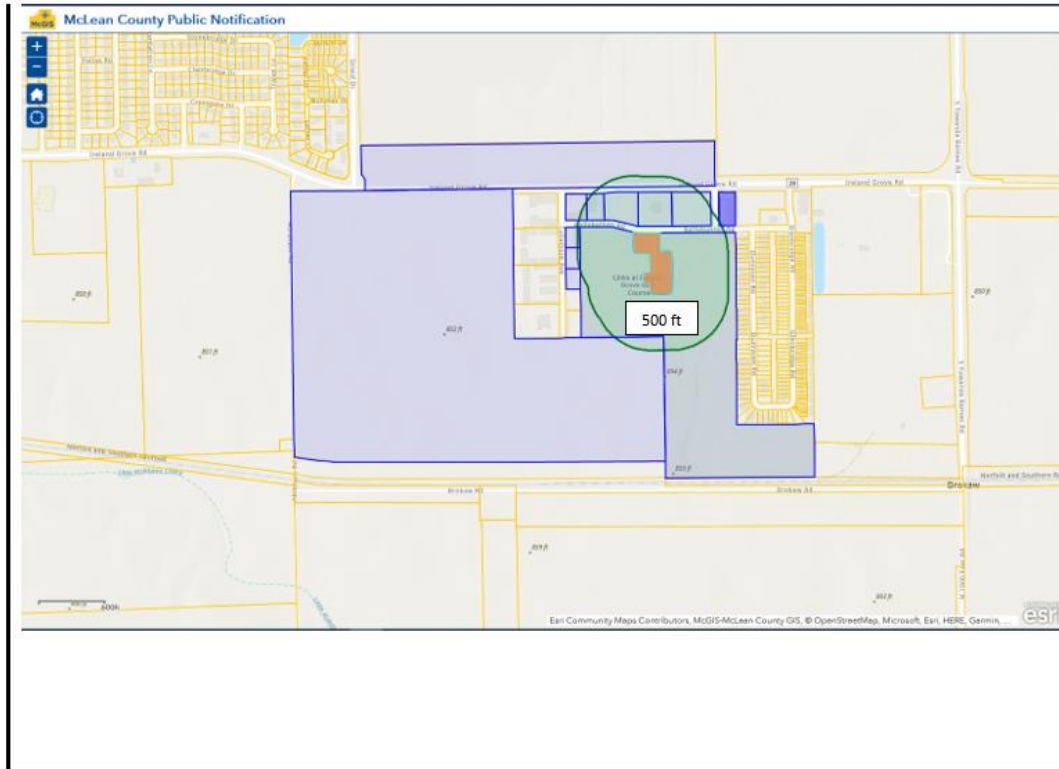






Attachment 5 - Neighborhood Notice Maps





REGULAR AGENDA

A. **Z-14-22** Public hearing, review and action on a petition submitted by Green Fairways Development LLC, requesting approval of a Zoning Map Amendment for the property located at 1710, 1802, 1810 and 1818 Tullamore Avenue, from B-1 (General Commercial) District to P-2 (Public Lands & Institutions) District. PIN(s): 22-18-203-011, 22-18-203-012, 22-18-203-013 and 22-18-203-014.

B. **Z-15-22** Public hearing, review and action on a petition submitted by Green Fairways Development LLC, requesting approval of a Zoning Map Amendment for part of the property located at 3801, 3803, 3805, and 3807 Ballybunion Road, from B-1 (General Commercial) District to P-2 (Public Lands & Institutions) District. Part of PIN(s): 22-18-203-006.

C. **PS-05-22** Public hearing, review and action on a petition submitted by Green Fairways Development LLC, requesting approval of a Preliminary Plan for the Residences at The Links Subdivision for the properties generally located near the intersection of Ballybunion Road and Tullamore Avenue. PIN(s): 22-18-203-011, 22-18-203-012, 22-18-203-013, 22-18-203-014 and Part of PIN(s) 22-18-203-006 and 22-18-203-010.

City Staff, Glen Wetterow asked the Commission for approval to present all three related cases together. There was no objection. Mr. Wetterow presented the staff report for case Z-14-22, with a recommendation for approval. Mr. Wetterow noted this case is related to case Z-15-22 and PS-05-22. Mr. Wetterow highlighted the uses on the surrounding properties. He noted the development is “mixed.” Mr. Wetterow highlighted that while this area is designated “Regional Commercial” on the Comprehensive Plan it has “not developed that way over time, and now leans more toward the “Local Commercial” and Mixed Use. Mr. Wetterow noted the Zoning Map Amendment meets numerous goals of the City’s Comprehensive Plan. Mr. Wetterow noted the Petitioner has already initiated the process of combining all of the properties into one with County Assessor’s Office. This new single lot will be combined with the property to the east to facilitate the creation the multiple-family dwellings identified in the Preliminary Plan, case PS-05-22.

There were no questions from the Commission for Staff on this case.

Mr. Wetterow presented the staff report for case Z-15-22, with a recommendation for approval. Mr. Wetterow noted this case is related to Z-14-22 and PS-05-22. He noted that on the portion of the property being rezoned is an existing building associated with the golf course/driving range and is not being utilized. The building would be demolished to facilitate the construction of the multiple-family dwellings proposed in the Preliminary Plan, case PS-05-22. Future plat work will be required to subdivide this piece of property and combine it with the property to the west. Mr. Wetterow pointed out the same relationship to the Comprehensive Plan as the prior case (Z-14-22).

Commissioner Beyer asked whether the building needs to be demolished prior to zoning change, or whether that has any impact. Mr. Wetterow responded that there are no implications for the building, related to the rezoning, since the request is to zone to P-2 is

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more appropriate for golf course/driving range use.

Mr. Wetterow presented the staff report for case PS-05-22, with a recommendation for approval. He noted it is related to cases Z-14-22 and Z-15-22. Mr. Wetterow noted the development will occur where the existing driving range is located. Mr. Wetterow noted the driving range appears not to be operational presently. Mr. Wetterow reiterated how the properties identified in case Z-14-22 and Z-15-22 would be combined with the existing driving range property to create one property upon which the proposed multiple-family dwellings would be constructed. Mr. Wetterow noted how the proposed use of the property is congruent with the uses of the surrounding properties. Mr. Wetterow noted the Preliminary Plan meets numerous goals of the City's Comprehensive Plan. Mr. Wetterow emphasized City Staff does not have any concerns with the initial development of this property, however Public Works staff is concerned about the total amount of traffic generated from this development when it is completed in its entirety. Thus, Public Works Staff is requesting a traffic impact study be provided by the Petitioner so that future street infrastructure needs/requirements can be determined. Mr. Wetterow highlighted how the traffic impact study was made a condition of approval of the request. Staff has consulted with the Petitioner and 30 days was a reasonable timeframe for completion of the study and to provide City Staff time to review the plan before it goes to City Council for approval. The information from the traffic impact study can be incorporated into revisions of this Preliminary Plan or future amendments to this Preliminary Plan as needed. Mr. Wetterow stated the Preliminary Plan conforms with the standards and purpose of the Subdivision Code and recommends approval.

Commissioner Beyer asked how many buildings are represented on the Preliminary Plan. Mr. Wetterow noted that there are 17 buildings on the site, as presented. Ms. Beyer inquired how many units were planned for each building. Mr. Wetterow stated the Petitioner has an idea of how many units in total 292, but the exact number of units per building is not set and could change over time based upon market needs.

Vice-Chair Boyd inquired about sidewalks. Mr. Wetterow noted sidewalks are included for both streets, Tullamore and Ballybunion and will go through the approaches.

Vice-Chair Boyd opened the public hearing for case Z-14-22.

Elizabeth Megli (115 W. Jefferson St), Attorney for the Petitioner, spoke on behalf of the Petitioner. Ms. Megli asked if she could speak on behalf of all three cases, Z-14-22, Z-15-22 and PS-05-22 as her comments will be similar for each as they are related. Ms. Megli noted the Zoning Map Amendment cases are taking B-1 zoned properties and making them P-2. Ms. Megli noted the Petitioner is not requesting for any exemptions or Variances for the Preliminary Plan. Ms. Megli highlighted how the units will be upscale units. Ms. Megli confirmed that 17 buildings are proposed with 292 total units. She emphasized that off-street parking has been considered and evaluated as part of the project. She noted her client is happy to provide the traffic study within 30 days, as required by staff. The findings of the plan will have to be evaluated to determine needs/requirements and her client will work with the City on addressing those items when appropriate.

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Vice-Chair Boyd asked Commission to limit questions to cases Z-14-22 and Z-15-22 for now as they are both rezoning cases. Questions for the Preliminary Plan, PS-05-22 can be asked after these questions.

Commissioner Beyer asked about use and the rezoning and if the use is considered in determining the rezoning, as compared to considering the specific use as related to the Preliminary Plan.

Vice-Chair Boyd noted that the use can be considered with the rezonings requested but the preliminary plan itself can't be considered in making the decision about the rezoning requests.

Mr. Wetterow added additional clarification. Mr. Wetterow noted the rezonings will facilitate the multiple-family dwellings use identified in the Preliminary Plan. Mr. Wetterow noted P-2 zoning permits multiple-family dwellings. Thus, the rezonings must be heard first. Ms. Pemberton noted that if the Zoning Amendments do not succeed then there is no need to proceed with the Preliminary Plan as the project is dependent on the Map Amendments moving forward.

Vice-Chair Boyd noted the considerations before the Commission right now are just related to the Zoning Map Amendments.

Ms. Beyer thanked Staff as that provided the clarification she needed and had no further questions.

No additional testimony was received. However, Mr. Wetterow noted that Staff did receive an email related to the case, but this can only serve as public comment. The email was from the President of the neighboring Dunraven HOA and was in favor of all three cases. Vice-Chair Boyd closed the public hearing.

Vice-Chair Boyd opened the public hearing for case Z-15-22.

No additional testimony was received. Vice-Chair Boyd closed the public hearing.

Vice-Chair asked for a motion to approve Case Z-14-22.

Commissioner Krieger made a motion to establish findings of fact that the proposed Zoning Map Amendment for case Z-14-22 is in the public interest and not solely for the benefit of the petitioner and recommend approval of the petition. The motion was seconded by Commissioner Muehleck.

Mr. Krieger - Yes, Mr. Muehleck - Yes, Mr. Danenberger - Yes, Ms. Patino - Yes, Ms. Beyer - Yes, and Vice-Chair Boyd - Yes (6-0). The motion passed.

Mr. Wetterow noted that the case will go before City Council on January 23, 2023.

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Vice-Chair noted Case Z-15-22 was already presented by staff and is now ready to be voted on.

Vice-Chair asked if the Petitioner had any additional comments related to Case Z-15-22. Ms. Megli stated she had nothing to add.

Vice-Chair Boyd asked if there was anyone present to speak for or against Case Z-15-22. There were none present. Vice-Chair Boyd closed the public hearing for Case Z-15-22 and asked the Commission if anyone wanted to make a motion for approval.

Commissioner Krieger made a motion to establish findings of fact that the proposed Zoning Map Amendment for case Z-15-22 is in the public interest and not solely for the benefit of the petitioner and recommend approval of the petition. The motion was seconded by Commissioner Danenberger.

Mr. Krieger - Yes, Mr. Muehleck - Yes, Mr. Danenberger - Yes, Ms. Patino - Yes, Ms. Beyer - Yes, and Vice-Chair Boyd - Yes (6-0). The motion passed.

Mr. Wetterow noted that the case will go before City Council on January 23, 2023.

Vice-Chair Boyd opened the public hearing for case PS-05-22. Vice-Chair noted this is specific to the Preliminary Plan.

Vice-Chair asked if the Petitioner had any additional comments.

Elizabeth Megli (115 W. Jefferson St), Attorney for the Petitioner, stated she did not have any additional comments, but was happy to answer any additional questions the Commission had.

Commissioner Beyer asked how many parking spaces are provided on the plan.

Elizabeth Megli (115 W. Jefferson St), Attorney for the Petitioner, stated there is some parking provided for underneath each building in addition to the parking provided throughout the development. Ms. Megli noted that there are 133 parking spaces provided underneath the buildings and 518 spaces throughout the rest of the development.

Mr. Wetterow noted the numbers provided match the parking plan provided to staff that was reviewed and approved as it was found to have met code requirements.

Vice-Chair Boyd asked if there was bicycle parking included. Ms. Megli stated that she did not believe that had been specifically addressed but this is something the developer would be willing to consider.

Vice-Chair Boyd asked Mr. Boyle if a vote was needed to make the email sent by the HOA a part of the record. Mr. Boyle asked which case the letter was supportive of. Mr. Wetterow responded that it was in support of the entire development, thus all three cases.

Vice-Chair asked for a motion to make the email comment from Dunraven HOA Exhibit 1A for Agenda item 5C.

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Commissioner Danenberger made a motion to include the submitted email comment from Dunraven HOA as Exhibit 1A for Agenda item 5C. Commissioner Krieger seconded.

Mr. Krieger - Yes, Mr. Muehleck - Yes, Mr. Danenberger - Yes, Ms. Patino - Yes, Ms. Beyer - Yes, and Vice-Chair Boyd - Yes (6-0). The motion passed.

Commissioner Beyer asked whether any conversations have been had with Unit 5 School District. Mr. Wetterow explained that School District discussions happen at the time of Annexation, not as development occurs. Mr. Wetterow noted that Unit 5 was not specifically notified but this case was published in the newspaper and signs were placed on the property. Mr. Wetterow noted this area is still very undeveloped and Unit 5 will have to likely reevaluate as this area develops and based upon the type of development that occurs.

Commissioner Krieger made a motion to establish findings of fact that the proposed Preliminary Plan for the Residences at The Links Subdivision conforms with the standards and purpose of the Subdivision Code and recommend approval of the petition to City Council with the following condition: that a traffic impact study be provided within 30 days. The motion was seconded by Commissioner Patino.

Vice-Chair Boyd asked if there was any further discussion from the Commission.

Commissioner Beyer has significant concerns about the impact on Unit 5 due to lack of funding to serve existing students. Ms. Beyer noted Unit 5 is asking for a tax increase to provide additional funding. Vice-Chair Boyd explained that he shares the same concerns for Unit 5 but reminded the Commission that the scope of review for this case is related to the Preliminary Plan. Ms. Beyer is concerned the additional students generated from this development might require the construction of an additional school. Ms. Beyer is concerned this might overwhelm Unit 5 and be a burden on all taxpayers within the district.

Commissioner Beyer noted that the restaurant in the area closed abruptly and asked if Staff had any explanation or information on whether that was associated with the issuance of the notice for this case. Ms. Beyer wanted to know if the restaurant was contacted about any of their concerns as it related to this development. Mr. Wetterow noted that the Preliminary Plan focuses on multiple-family dwellings and does not include any commercial development. Mr. Wetterow noted that having some many residents within such a close proximity to the restaurant would likely have been an asset. Staff was not made aware of the restaurant closing and the reasoning for the closing was not availed to staff. This development is unlikely to have negative impact on the neighboring properties and businesses.

Vice-Chair Boyd noted he shares the concerns of Ms. Beyer related to Unit 5 but reminded the Commission that the scope before them is whether or not the Preliminary Plan meets the requirements set forth in the code. He hopes Unit 5 has further discussions but also noted that the community is in desperate need of housing which this project provides. The more the tax burden is spread between more individuals the better. He believes this development is for the betterment

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of the community and will voting in favor.

Vice-Chair Boyd asked if any more questions. There were none, so Vice-Chair called the question on the motion to establish findings of fact that the proposed Preliminary Plan for the Residences at The Links Subdivision conforms with the standards and purpose of the Subdivision Code and recommend approval of the petition to City Council with the following condition: that a traffic impact study be provided within 30 days, as made by Commissioner Krieger and seconded by Commissioner Patino.

Mr. Krieger - Yes, Mr. Muehleck - Yes, Mr. Danenberger - Yes, Ms. Patino - Yes, Ms. Beyer - No, and Vice-Chair Boyd - Yes (5-1). The motion passed.

Mr. Wetterow noted that the case will go before City Council on January 23, 2023.

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CONSENT AGENDA ITEM NO. 7.J

FOR COUNCIL: February 13, 2023

WARD IMPACTED: Ward 8

SUBJECT: Consideration and Action on an Ordinance Approving a Zoning Map Amendment from B-1 (General Commercial) District to P-2 (Public Lands and Institutions) District for Part of the Property Located at 3801, 3803, 3805, and 3807 Ballybunion Road, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5a. Well-planned City with necessary services and infrastructure

Objective 5b. City decisions consistent with plans and policies

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

BACKGROUND: The Petitioner, Green Fairways Development, LLC, seeks a Zoning Map Amendment for the subject property, from B-1 (General Commercial) District to P-2 (Public Lands and Institutions) District, to allow for construction of multiple-family dwellings.

Summary of Request:

- Rezone 0.59 acres of land located at 3801 Ballybunion Road from B-1 (General Commercial) District to P-2 (Public Lands and Institutions) District; leave the 2.13 acres of land located at 3803, 3805, and 3807 Ballybunion Road zoned B-1 (General Commercial) District. Total acreage is 2.72.
- The subject property is included on the Preliminary Plan for the Residences at The Links Subdivision, a separate request.
- The subject portion of the property has a building associated with the driving range on it. This building will be demolished to facilitate the construction of a multiple-family dwelling complex. The existing adjacent brewery and restaurant building will remain.

On Wednesday, December 7, 2022, the Planning Commission held a public hearing and voted 6- 0 to recommend approval of the request, finding that the proposed Zoning Map Amendment is in the public interest and not solely for the benefit for the applicant. For more detailed information, please see the attached Staff Report to the Planning Commission and draft meeting minutes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Monday, November 21, 2022, and courtesy notices were mailed to seven property owners within 500 feet of the subject property.

FINANCIAL IMPACT: The proposed Zoning Map Amendment will allow for the redevelopment of the property into a multiple-family dwelling apartment complex. The approval would help to fulfill the need for housing identified in the Economic Development Council's Bloomington-Normal Housing Analysis. Additional available residential units permit more of the local workforce to live locally, increasing the City's tax base and increasing future revenues for the City.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goals H-1. (Ensure the availability of safe, attractive and high-quality housing stock to meet the needs of all current and future residents of Bloomington), H-1.1 (Ensure that the housing to accommodate the new growth is a broad range (of types, sizes, ages, densities, tenancies and costs) equitably distributed throughout the City recognizing changing trends in age-group composition, income, and family living habits)).

Respectfully submitted for consideration.

Prepared by: Glen Wetterow, City Planner

ATTACHMENTS:

[E&CD 2B Ordinance](#)

[E&CD 2C Staff Report](#)

[E&CD 2D DRAFT Minutes](#)

ORDINANCE NO. 2022-_____

AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FROM B-1 (GENERAL COMMERCIAL) DISTRICT TO P-2 (PUBLIC LANDS AND INSTITUTIONS) DISTRICT FOR PART OF THE PROPERTY LOCATED AT 3801, 3803, 3805, & 3807 BALLYBUNION ROAD

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting a Zoning Map Amendment from B-1 (General Commercial) District to P-2 (Public Lands and Institutions) District for part of the property located at 3801, 3803, 3805, & 3807 Ballybunion Road, legally described in Exhibit "A" and hereinafter referred to as "Property", which is attached hereto and made part hereof by this reference; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said petition; and

WHEREAS, the Bloomington Planning Commission, following said public hearing, made findings of fact that such Zoning Map Amendment is in the public interest and not solely for the benefit of the applicant, as required by § 44-1706; and

WHEREAS, the Bloomington Planning Commission voted to recommend that the City Council pass this Ordinance; and

WHEREAS, the City Council of the City of Bloomington has the power to adopt this Ordinance and approve this Zoning Map Amendment.

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

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

Section 2. The Council hereby adopts the findings of fact of the Planning Commission, the Zoning Map Amendment from B-1 (General Commercial) District to P-2 (Public Lands and Institutions) District for part of the property at 3801, 3803, 3805, & 3807 Ballybunion Road, legally described in Exhibit "A", is hereby approved.

Section 3. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

Section 4. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

Section 5. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 13th day of February 2023.

APPROVED this ____ day of February 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT "A"
Legal Description

Part of Lot 312 in the First Addition to the Links at Ireland Grove Road Subdivision according to the plat thereof recorded January 26, 2006 as Document No. 2006-2199 in McLean County Illinois, more particularly described as follows: Beginning at the Northwest Comer of said Lot 312. From said Point of Beginning, thence south 189.73 feet along a line which forms an angle of $103^{\circ}-54'-22''$ as measured from northwest to south with the North Line of Lot 318 in the Second Addition to the Links at Ireland Grove Road Subdivision according to the plat thereof recorded November 13, 2009 as Document No. 2009-34823; thence east 142.64 feet along a line which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course; thence north 180.00 feet along a line which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course to the North Line of said Lot 312; thence west 62.85 feet along said North Line which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course; thence westerly 80.58 feet along said North Line being the arc of a curve concave to the north with a radius of 332.00 feet and the 80.38 foot chord of said arc forms an angle to the right of $186^{\circ}-57'-11''$ with the last described course to the Point of Beginning.

PIN: 22-18-203-006



PLANNING COMMISSION

TO: Planning Commission

FROM: Economic & Community Development Department

DATE: December 7, 2022

CASE NO: Z-15-22, Zoning Map Amendment

REQUEST: Public hearing, review and action on a petition submitted by Green Fairways Development LLC, requesting approval of a Zoning Map Amendment for part of the property located at 3801, 3803, 3805, and 3807 Ballybunion Road, from B-1 (General Commercial) District to P-2 (Public Lands & Institutions) District. Part of PIN(s): 22-18-203-006.

BACKGROUND

Request

The Petitioner seeks a Zoning Map Amendment for part of the subject property, from B-1 (General Commercial) District to P-2 (Public Lands and Institutions) District, to allow for the construction of multiple-family dwellings. The property is currently owned by Ireland Grove, LLC, and is being sold to Green Fairways Development, LLC.

Property Characteristics

The part of the subject property consists of 0.59 acres of land located at 3801 Ballybunion Road. The remaining portion of the property consists of 2.13 acres of land located at 3803, 3805, and 3807 Ballybunion Road. The portion of the property, 3801 Ballybunion Road, has a building associated with the driving range on it. The remaining property, 3803, 3805, and 3807 Ballybunion Road, has a brewery and restaurant located on it. A portion of the property will be rezoned to P-2 (Public Lands and Institutions) District with the remaining portion of the property maintaining the current zoning of from B-1 (General Commercial) District. Once the portion of the property is rezoned it will be subdivided and combined with the neighboring property to the west. The portion of the property seeking to be rezoned has a building on it which is utilized as part of the existing driving range. This building will be demolished to facilitate the construction of the multiple-family dwellings. The remaining portion of the property has two buildings on it, a brewery and restaurant.

Notice:

The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Monday, November 21, 2022. Courtesy notices were mailed to 7 property owners within 500 feet of the subject property.

Surrounding Zoning and Land Uses

Zoning		Land Uses
North	B-1 (General Commercial)	Medical Office
South	P-2 (Public Lands and Institutions)	Golf Course
East	P-2 (Public Lands and Institutions)	Golf Course
West	P-2 (Public Lands and Institutions)	Golf Course

ANALYSIS

*Comparison of Existing and Proposed Districts**

Existing Zoning: B-1 (General Commercial) District

The intent of this B-1 General Commercial District is to facilitate the development of community and regional commercial areas. Customers in this district will generally use a motor vehicle to reach a desired establishment. The development contemplated in this district has such distinguishing characteristics as unified site planning and development that promotes a safe and conducive atmosphere for large volumes of shoppers; site accessibility such that the high volumes of traffic generated create minimal congestion and adverse impact upon surrounding land use; and unified architectural treatment of buildings rather than an assemblage of separate, conflicting store and structural types.

Proposed Zoning: P-2 (Public Lands and Institutions) District

The intent of this P-2 Public Lands and Institutions District is to allow for the establishment and maintenance of public uses, publicly-regulated uses and private uses that display an inherent relationship to the public interest. The creation of such a district shall be provided for parcels of substantial size where such community serving uses are necessary in order that adequate community services may be rendered and where, through proper site selection and planning, such uses are compatible with the surrounding area.

*A list of permitted uses for commercial and public interest districts can be found online in Chapter 44, Divisions [5-1](#) and [7-1](#), respectively.

Compliance with the Comprehensive Plan

The proposed Zoning Map Amendment contributes to Goals H-1. (Ensure the availability of safe, attractive and high quality housing stock to meet the needs of all current and future residents of Bloomington), H-1.1 Ensure that the housing to accommodate the new growth is a broad range (of types, sizes, ages, densities, tenancies and costs) equitably distributed throughout the City recognizing changing trends in age-group composition, income, and family living habits), N-2.2 (Celebrate the uniqueness of Bloomington's neighborhoods), N-2.2a (Identify the unique qualities of each neighborhood and promote these as destinations for desirable areas to live, work, shop and play), HL-4. (Continue to develop quality parks and recreational programming for all), and HL-4.1 (Ensure that all parks have amenities and facilities that appeal to residents of all ages and abilities)

The 2035 Comprehensive Plan's Future Land Use map identifies this section of Ballybunion Road as Regional Commercial in the built areas. The Land Use Priorities map identifies this area as Tier-1, vacant and under-utilized land for infill development or redevelopment within the City.

STANDARDS FOR REVIEW

The Planning Commission shall hold at least one public hearing on any proposed Zoning Map Amendment and report to the Council its findings of fact and recommendations. Recommendations shall be made upon the determination that the Map Amendment is in the public interest and not solely for the benefit of the applicant, based upon considering the factors listed in § 44-1706E(2) and discussed below.

Amendment for B-1 to P-2

1. The suitability of the subject property for uses authorized by the existing zoning.

Uses permitted within the B-1 (General Commercial) District are primarily commercially oriented. The District is designed to facilitate the development of community and regional commercial areas. Customers in this district will generally use a motor vehicle to reach a desired establishment. The intent is to facilitate development that promotes a safe and conducive atmosphere for large volumes of shoppers; site accessibility such that the high volumes of traffic generated create minimal congestion and adverse impact upon surrounding land use; and unified architectural treatment of buildings rather than an assemblage of separate, conflicting store and structural types. Uses permitted in this district will provide for those services to meet the commercial/retail needs within the City. While these properties and nearby properties are zoned B-1, the uses are oriented more towards local commercial. The existing road network is not designed to support regional commercial.

2. The length of time the property has remained vacant as zoned considered in the context of land development in the area.

The property is not vacant but is underutilized given the neighboring property uses. Once the property is rezoned and the property is combined with the adjacent property to the east, the building will be demolished, and a multiple-family dwelling will be constructed upon it. Then the development on this property will be more congruent with development on surrounding properties.

3. The suitability of the subject property for uses authorized by the proposed zoning.

While this property is adjacent to a commercially zoned properties, the uses on these commercial properties vary considerably. The adjacent P-2 zoned property serves to provide desirable recreational services to this property. The uses authorized within the proposed zoning would be complementary to existing uses. Whenever any use of property in a P-1 or P-2 district, whether permitted, special or nonconforming, is discontinued for a period of 18 months, the zoning classification of such property shall, as of the first day of discontinuance of such use, revert to the classification of R-1A.

4. The existing land uses and zoning of nearby property.

The subject property is surrounded by public, medical office, commercial and multiple-family residential uses. A multiple-family dwelling use would be complementary to the area.

5. Relative gain or hardship to the public as contrasted and compared to the hardship or gain of the individual property owner resulting from the approval or denial of the zoning amendment application.

If the Zoning Map Amendment is granted, the applicant would be able to utilize this underutilized portion of the property as part of a large-scale multiple-family development.

This results in helping to fulfill the need for quality non-student multiple-family housing identified in the EDC's Bloomington-Normal Housing Analysis. This will permit more of the local workforce to live locally and provide housing for critically needed workers. Given the location the use will be a benefit to the neighboring properties and community as a whole.

6. **The extent to which adequate streets are connected to the arterial street system and are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.**

The sites have access to Ballybunion Road and will have additional access to Tullamore Avenue once the proposed development is completed.

7. **The extent to which the proposed amendment is inconsistent with the need to minimize flood damage and that the development of the subject property for the uses permitted in the proposed zoning classification will not have a substantial detrimental effect on the drainage patterns in the area.**

§ 44-106 G applies if more than 1,400 sq. ft. of impervious surface is created or altered.

8. **The extent to which adequate services (including but not limited to fire and police protection, schools, water supply, and sewage disposal facilities) are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.**

The site is currently served by existing watermain and sewer connections, as well as fire and police protection. The property is served by Unit 5 school district.

9. **The extent to which the proposed amendment is consistent with the public interest, giving due consideration for the purpose and intent of this Code as set forth in § 44-1701 herein.**

The Map Amendment is intended to facilitate development of an underutilized portion of the property. The proposed use will have similar impact on the surrounding properties and will be compatible with existing uses. This will provide a net benefit to the immediate area and community as a whole.

10. **The extent to which property values are diminished by the particular zoning restriction.**

The new zoning restrictions are not expected to diminish property values. On the contrary, the Zoning Map Amendment and proposed use should result in increased property values. Given the mixed development in the area the proposed development will supplement and complement the existing development facilitating their continued operation.

11. **The extent to which the destruction of property values promotes the health, safety, morals, or general welfare of the public.**

The proposed Zoning Map Amendment and use are not anticipated to diminish property values in the area. The Zoning Map Amendment and use will be beneficial to the general welfare of the public in providing critically needed housing.

12. **Whether a Comprehensive Plan for land use and development exists, and whether the ordinance is in harmony with it.**

The Comprehensive Plan's Future Land Use map identifies this section of Ballybunion Road

as Regional Commercial in the built areas. The Land Use Priorities map identifies this area as Tier-1, vacant and under-utilized land for infill development or redevelopment within the City. While the Comprehensive Plan identifies this area as regional commercial, the area has not developed according to the Comprehensive plan. The properties have developed in a manner that is in greater alignment with local commercial. The requested zoning of P-2 (Public Lands & Institutions) is more compatible with these existing local uses. Additionally, the proposed development facilitated by the Zoning Map Amendment will bolster the existing neighboring developments.

13. Whether the City needs the proposed use.

The proposed Map Amendment would allow development of the properties as multiple-family dwellings. These future dwellings will meet the need for quality non-student multi-family housing identified in the EDC's Bloomington-Normal Housing Analysis. The development will serve the immediate community and City as a whole.

STAFF RECOMMENDATION

Staff finds that the request for a Zoning Map Amendment *is in the public interest and not solely for the benefit of the applicant*, after reviewing the relevant factors for consideration, and recommends the Planning Commission take the following action(s):

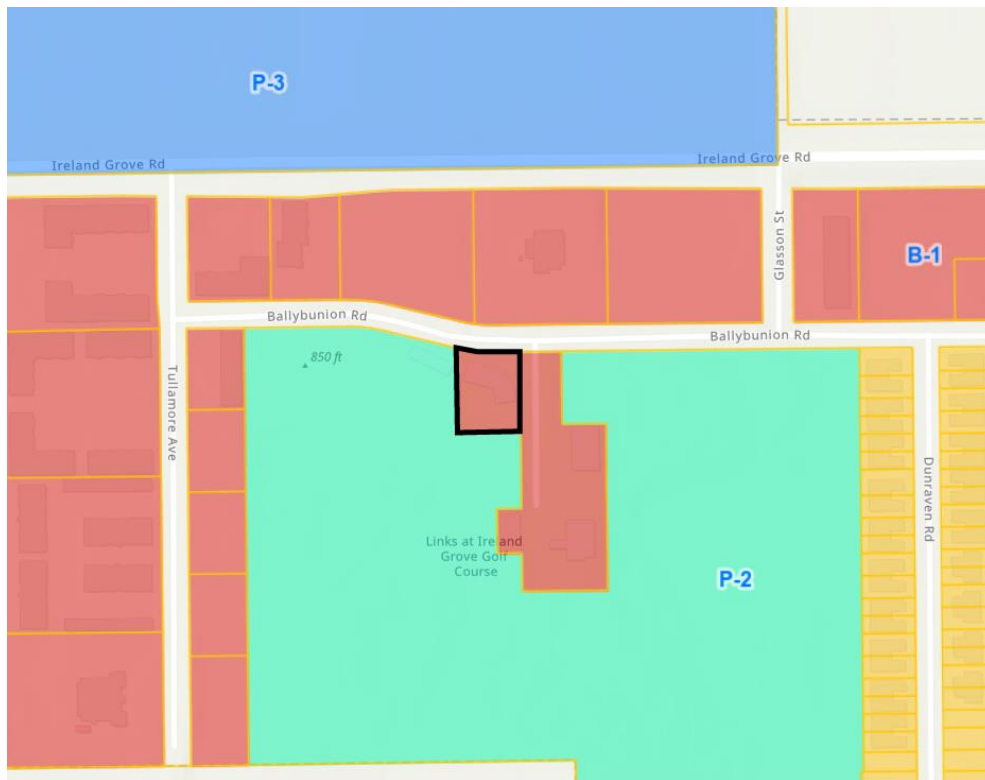
Motion to establish findings of fact that the proposed Zoning Map Amendment *is in the public interest and not solely for the benefit of the petitioner* and recommend *approval* of the petition.

Respectfully submitted,
Glen Wetterow
City Planner

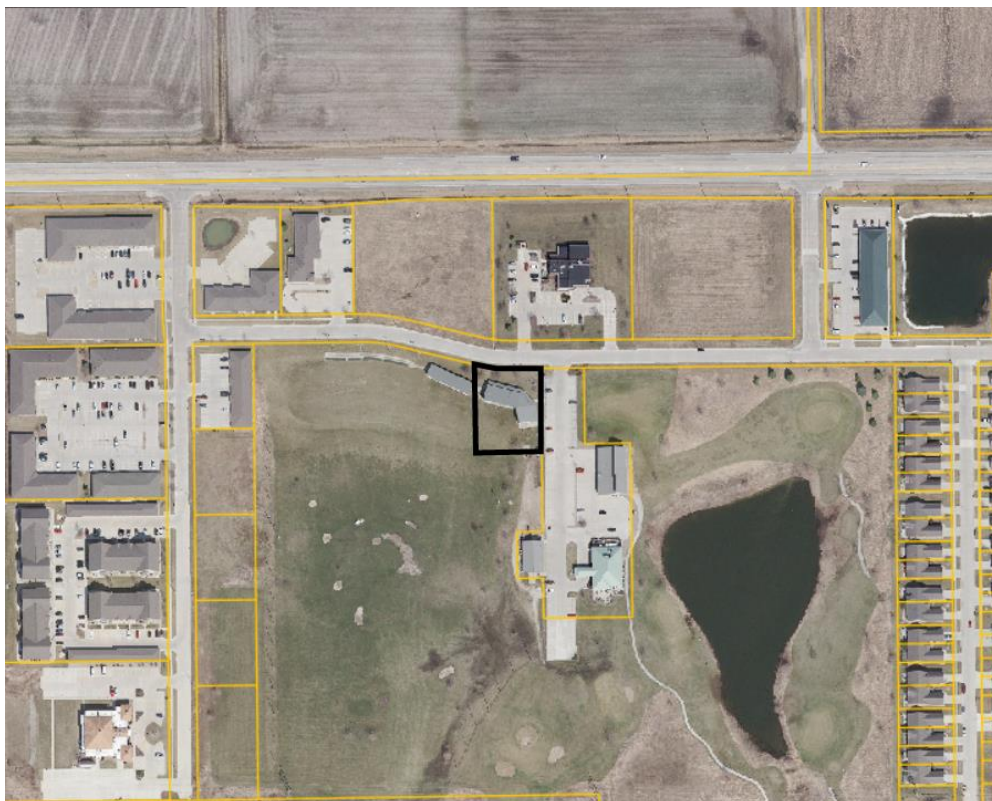
Attachments:

1. Zoning Map
2. Aerial Image
3. Ground-Level View(s)
4. Petitioner-Submission - Description of Project
5. Neighborhood notice map

Attachment 1 - Zoning Map



Attachment 2 - Aerial Image



Attachment 3 - Ground-Level View(s)





Attachment 4 - Petitioner-Submission - Description of Project

NOW COMES Green Fairways Development, LLC, an Illinois limited liability company, here-inafter referred to as your petitioner(s), respectfully representing and requesting as follows:

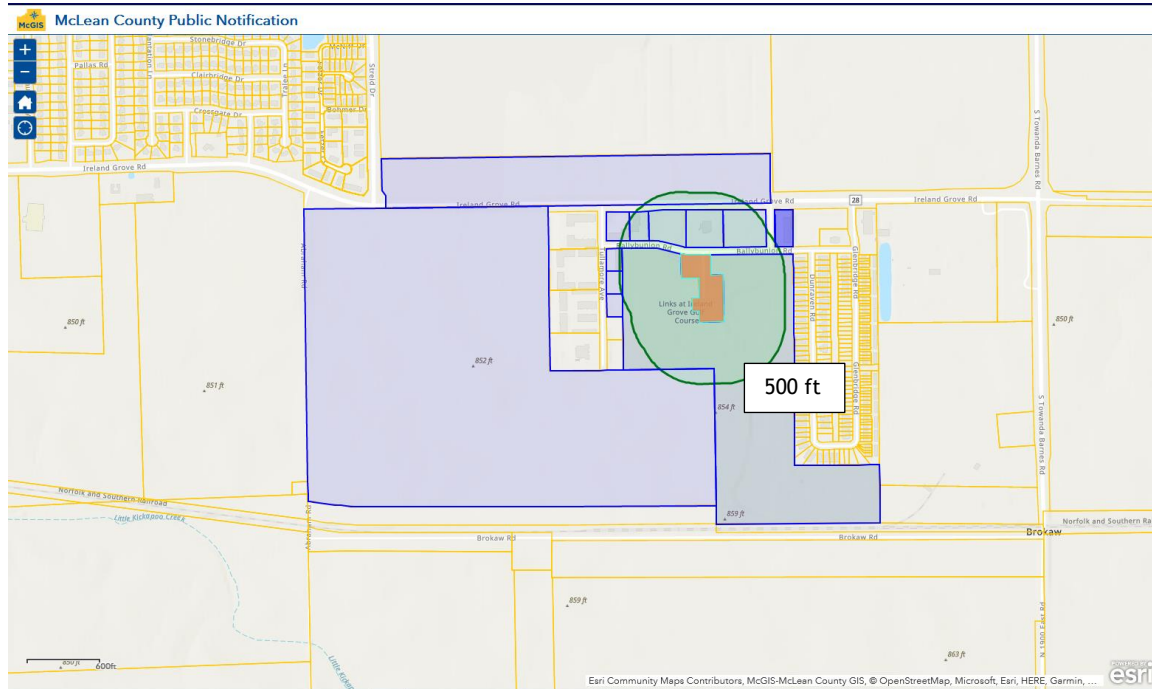
1. That your petitioner(s) is (are) the owner(s) of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A, which is attached hereto and made a part hereof by this reference, or is (are) a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That said premises is divided into four (4) lots, which the Owner has requested be combined into a single parcel number.
3. That said premises legally described in Exhibit "A", representing the entirety of the four (4) lots, presently has a zoning classification of B-1 (General Commercial District), under the provisions of Chapter 44 of the Bloomington City Code, 1960;
4. That the present zoning on said premises is inappropriate due to the area in question having changed such that said present zoning is no longer contributing to the public welfare;
5. That your petitioner(s) hereby request that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended to reclassify said premises into the P-2 (Public Lands and Institutions District), under the provisions of Chapter 44 of the Bloomington City Code, 1960;
6. That said requested zoning classification is more compatible with existing uses and/or zoning of adjacent property than the present zoning of said premises; and
7. That said requested zoning classification is more suitable for said premises and the benefits realized by the general public in approving this petition will exceed the hardships imposed on your petitioner(s) by the present zoning of said premises.

WHEREFORE, your petitioner(s) respectfully pray(s) that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended by changing the zoning classification of the above-described premises from B-1 (General Commercial District) to P-2 (Public Lands and Institutions District).

Response to each Standard for Review

Developed as part of ongoing discussions with City staff. Always vacant land (2009). P-2 is appropriate zoning for developments adjoining public lands. This project adjoins a 9-hole golf course. This property is adjacent to land which will be part of the development and is already zoned P-2. There should be no hardship to the public. This development will provide needed upscale multi-family housing. Adequate streets are available. Storm water can be adequately provided for through existing storm water detention and as otherwise agreed between Developer and the City. This development has been vetted with City staff and there are no concerns about inadequacy of necessary services. This development provides needed housing with access to desired amenities. Adjoining property values will not be diminished. This development is in harmony with stated City objectives providing best use of property and desirable infill.

Attachment 5 - Neighborhood Notice Map



REGULAR AGENDA

A. **Z-14-22** Public hearing, review and action on a petition submitted by Green Fairways Development LLC, requesting approval of a Zoning Map Amendment for the property located at 1710, 1802, 1810 and 1818 Tullamore Avenue, from B-1 (General Commercial) District to P-2 (Public Lands & Institutions) District. PIN(s): 22-18-203-011, 22-18-203-012, 22-18-203-013 and 22-18-203-014.

B. **Z-15-22** Public hearing, review and action on a petition submitted by Green Fairways Development LLC, requesting approval of a Zoning Map Amendment for part of the property located at 3801, 3803, 3805, and 3807 Ballybunion Road, from B-1 (General Commercial) District to P-2 (Public Lands & Institutions) District. Part of PIN(s): 22-18-203-006.

C. **PS-05-22** Public hearing, review and action on a petition submitted by Green Fairways Development LLC, requesting approval of a Preliminary Plan for the Residences at The Links Subdivision for the properties generally located near the intersection of Ballybunion Road and Tullamore Avenue. PIN(s): 22-18-203-011, 22-18-203-012, 22-18-203-013, 22-18-203-014 and Part of PIN(s) 22-18-203-006 and 22-18-203-010.

City Staff, Glen Wetterow asked the Commission for approval to present all three related cases together. There was no objection. Mr. Wetterow presented the staff report for case Z-14-22, with a recommendation for approval. Mr. Wetterow noted this case is related to case Z-15-22 and PS-05-22. Mr. Wetterow highlighted the uses on the surrounding properties. He noted the development is "mixed." Mr. Wetterow highlighted that while this area is designated "Regional Commercial" on the Comprehensive Plan it has "not developed that way over time, and now leans more toward the "Local Commercial" and Mixed Use. Mr. Wetterow noted the Zoning Map Amendment meets numerous goals of the City's Comprehensive Plan. Mr. Wetterow noted the Petitioner has already initiated the process of combining all of the properties into one with County Assessor's Office. This new single lot will be combined with the property to the east to facilitate the creation the multiple-family dwellings identified in the Preliminary Plan, case PS-05-22.

There were no questions from the Commission for Staff on this case.

Mr. Wetterow presented the staff report for case Z-15-22, with a recommendation for approval. Mr. Wetterow noted this case is related to Z-14-22 and PS-05-22. He noted that on the portion of the property being rezoned is an existing building associated with the golf course/driving range and is not being utilized. The building would be demolished to facilitate the construction of the multiple-family dwellings proposed in the Preliminary Plan, case PS-05-22. Future plat work will be required to subdivide this piece of property and combine it with the property to the west. Mr. Wetterow pointed out the same relationship to the Comprehensive Plan as the prior case (Z-14-22).

Commissioner Beyer asked whether the building needs to be demolished prior to zoning change, or whether that has any impact. Mr. Wetterow responded that there are no implications for the building, related to the rezoning, since the request is to zone to P-2 is

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more appropriate for golf course/driving range use.

Mr. Wetterow presented the staff report for case PS-05-22, with a recommendation for approval. He noted it is related to cases Z-14-22 and Z-15-22. Mr. Wetterow noted the development will occur where the existing driving range is located. Mr. Wetterow noted the driving range appears not to be operational presently. Mr. Wetterow reiterated how the properties identified in case Z-14-22 and Z-15-22 would be combined with the existing driving range property to create one property upon which the proposed multiple-family dwellings would be constructed. Mr. Wetterow noted how the proposed use of the property is congruent with the uses of the surrounding properties. Mr. Wetterow noted the Preliminary Plan meets numerous goals of the City's Comprehensive Plan. Mr. Wetterow emphasized City Staff does not have any concerns with the initial development of this property, however Public Works staff is concerned about the total amount of traffic generated from this development when it is completed in its entirety. Thus, Public Works Staff is requesting a traffic impact study be provided by the Petitioner so that future street infrastructure needs/requirements can be determined. Mr. Wetterow highlighted how the traffic impact study was made a condition of approval of the request. Staff has consulted with the Petitioner and 30 days was a reasonable timeframe for completion of the study and to provide City Staff time to review the plan before it goes to City Council for approval. The information from the traffic impact study can be incorporated into revisions of this Preliminary Plan or future amendments to this Preliminary Plan as needed. Mr. Wetterow stated the Preliminary Plan conforms with the standards and purpose of the Subdivision Code and recommends approval.

Commissioner Beyer asked how many buildings are represented on the Preliminary Plan. Mr. Wetterow noted that there are 17 buildings on the site, as presented. Ms. Beyer inquired how many units were planned for each building. Mr. Wetterow stated the Petitioner has an idea of how many units in total 292, but the exact number of units per building is not set and could change over time based upon market needs.

Vice-Chair Boyd inquired about sidewalks. Mr. Wetterow noted sidewalks are included for both streets, Tullamore and Ballybunion and will go through the approaches.

Vice-Chair Boyd opened the public hearing for case Z-14-22.

Elizabeth Megli (115 W. Jefferson St), Attorney for the Petitioner, spoke on behalf of the Petitioner. Ms. Megli asked if she could speak on behalf of all three cases, Z-14-22, Z-15-22 and PS-05-22 as her comments will be similar for each as they are related. Ms. Megli noted the Zoning Map Amendment cases are taking B-1 zoned properties and making them P-2. Ms. Megli noted the Petitioner is not requesting for any exemptions or Variances for the Preliminary Plan. Ms. Megli highlighted how the units will be upscale units. Ms. Megli confirmed that 17 buildings are proposed with 292 total units. She emphasized that off-street parking has been considered and evaluated as part of the project. She noted her client is happy to provide the traffic study within 30 days, as required by staff. The findings of the plan will have to be evaluated to determine needs/requirements and her client will work with the City on addressing those items when appropriate.

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Vice-Chair Boyd asked Commission to limit questions to cases Z-14-22 and Z-15-22 for now as they are both rezoning cases. Questions for the Preliminary Plan, PS-05-22 can be asked after these questions.

Commissioner Beyer asked about use and the rezoning and if the use is considered in determining the rezoning, as compared to considering the specific use as related to the Preliminary Plan.

Vice-Chair Boyd noted that the use can be considered with the rezonings requested but the preliminary plan itself can't be considered in making the decision about the rezoning requests.

Mr. Wetterow added additional clarification. Mr. Wetterow noted the rezonings will facilitate the multiple-family dwellings use identified in the Preliminary Plan. Mr. Wetterow noted P-2 zoning permits multiple-family dwellings. Thus, the rezonings must be heard first. Ms. Pemberton noted that if the Zoning Amendments do not succeed then there is no need to proceed with the Preliminary Plan as the project is dependent on the Map Amendments moving forward.

Vice-Chair Boyd noted the considerations before the Commission right now are just related to the Zoning Map Amendments.

Ms. Beyer thanked Staff as that provided the clarification she needed and had no further questions.

No additional testimony was received. However, Mr. Wetterow noted that Staff did receive an email related to the case, but this can only serve as public comment. The email was from the President of the neighboring Dunraven HOA and was in favor of all three cases. Vice-Chair Boyd closed the public hearing.

Vice-Chair Boyd opened the public hearing for case Z-15-22.

No additional testimony was received. Vice-Chair Boyd closed the public hearing.

Vice-Chair asked for a motion to approve Case Z-14-22.

Commissioner Krieger made a motion to establish findings of fact that the proposed Zoning Map Amendment for case Z-14-22 is in the public interest and not solely for the benefit of the petitioner and recommend approval of the petition. The motion was seconded by Commissioner Muehleck.

Mr. Krieger - Yes, Mr. Muehleck - Yes, Mr. Danenberger - Yes, Ms. Patino - Yes, Ms. Beyer - Yes, and Vice-Chair Boyd - Yes (6-0). The motion passed.

Mr. Wetterow noted that the case will go before City Council on January 23, 2023.

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Vice-Chair noted Case Z-15-22 was already presented by staff and is now ready to be voted on.

Vice-Chair asked if the Petitioner had any additional comments related to Case Z-15-22. Ms. Megli stated she had nothing to add.

Vice-Chair Boyd asked if there was anyone present to speak for or against Case Z-15-22. There were none present. Vice-Chair Boyd closed the public hearing for Case Z-15-22 and asked the Commission if anyone wanted to make a motion for approval.

Commissioner Krieger made a motion to establish findings of fact that the proposed Zoning Map Amendment for case Z-15-22 is in the public interest and not solely for the benefit of the petitioner and recommend approval of the petition. The motion was seconded by Commissioner Danenberger.

Mr. Krieger - Yes, Mr. Muehleck - Yes, Mr. Danenberger - Yes, Ms. Patino - Yes, Ms. Beyer - Yes, and Vice-Chair Boyd - Yes (6-0). The motion passed.

Mr. Wetterow noted that the case will go before City Council on January 23, 2023.

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CONSENT AGENDA ITEM NO. 7.K

FOR COUNCIL: February 13, 2023

WARD IMPACTED: Ward 8

SUBJECT: Consideration and Action on an Ordinance Approving a Zoning Map Amendment from B-1 (General Commercial) District to P-2 (Public Lands and Institutions) District for the Property Located at 1710, 1802, 1810 and 1818 Tullamore Avenue, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5a. Well-planned City with necessary services and infrastructure

Objective 5b. City decisions consistent with plans and policies

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

BACKGROUND: The Petitioner, Green Fairways Development, LLC, seeks a Zoning Map Amendment for the subject property, from B-1 (General Commercial) District to P-2 (Public Lands and Institutions) District, to allow for construction of multiple-family dwellings.

Summary of Request:

- Rezone 2.38 acres of vacant land located at 1710, 1802, 1810 and 1818 Tullamore Avenue from B-1 (General Commercial) District to P-2 (Public Lands and Institutions) District.
- The subject property consists of 2.38 acres of vacant land.
- The subject property is included on the Preliminary Plan for the Residences at The Links Subdivision, a separate request.

On Wednesday, December 7, 2022, the Planning Commission held a public hearing and voted 6- 0 to recommend approval of the request, finding that the proposed Zoning Map Amendment is in the public interest and not solely for the benefit for the applicant. For more detailed information, please see the attached Staff Report to the Planning Commission and draft meeting minutes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Monday, November 21, 2022, and courtesy notices were mailed to eight property owners within 500 feet of the subject property.

FINANCIAL IMPACT: The proposed Zoning Map Amendment would allow for the development of vacant property into multiple-family dwellings. The approval would help to fulfill the need for housing identified in the Economic Development Council's Bloomington-Normal

Housing Analysis. Additional available residential units permit more of the local workforce to live locally, increasing the City's tax base and increasing future revenues for the City.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goals H-1. (Ensure the availability of safe, attractive and high-quality housing stock to meet the needs of all current and future residents of Bloomington), H-1.1 (Ensure that the housing to accommodate the new growth is a broad range (of types, sizes, ages, densities, tenancies and costs) equitably distributed throughout the City recognizing changing trends in age-group composition, income, and family living habits)).

Respectfully submitted for consideration.

Prepared by: Glen Wetterow, City Planner

ATTACHMENTS:

[E&CD 1B Ordinance](#)

[E&CD 1C Staff Report](#)

[E&CD 1D DRAFT Minutes](#)

ORDINANCE NO. 2022-_____

AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FROM B-1 (GENERAL COMMERCIAL) DISTRICT TO P-2 (PUBLIC LANDS AND INSTITUTIONS) DISTRICT FOR THE PROPERTY LOCATED AT 1710, 1802, 1810, & 1818 TULLAMORE AVENUE

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting a Zoning Map Amendment from B-1 (General Commercial) District to P-2 (Public Lands and Institutions) District for the property located at 1710, 1802, 1810, & 1818 Tullamore Avenue, legally described in Exhibit "A" and hereinafter referred to as "Property", which is attached hereto and made part hereof by this reference; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said petition; and

WHEREAS, the Bloomington Planning Commission, following said public hearing, made findings of fact that such Zoning Map Amendment is in the public interest and not solely for the benefit of the applicant, as required by § 44-1706 of the Bloomington City Code; and

WHEREAS, the Bloomington Planning Commission voted to recommend that the City Council pass this Ordinance; and

WHEREAS, the City Council of the City of Bloomington has the power to adopt this Ordinance and approve this Zoning Map Amendment.

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

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

Section 2. The Council hereby adopts the findings of fact of the Planning Commission, and the Zoning Map Amendment from B-1 (General Commercial) District to P-2 (Public Lands and Institutions) District for the property at 1710, 1802, 1810, & 1818 Tullamore Avenue, legally described in Exhibit "A", is hereby approved.

Section 3. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

Section 4. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

Section 5. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 13th day of February 2023.

APPROVED this ____ day of February 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT "A"
Legal Description

Lots 319, 320, 321 and 322 in the Second Addition to the Links at Ireland Grove Road Subdivision according to the plat thereof recorded November 13, 2009 as Document No. 2009-34823 in the City of Bloomington, McLean County, Illinois.

PINs: 22-18-203-011, 22-18-203-012, 22-18-203-013, & 22-18-203-014



PLANNING COMMISSION

TO: Planning Commission

FROM: Economic & Community Development Department

DATE: December 7, 2022

CASE NO: Z-14-22, Zoning Map Amendment

REQUEST: Public hearing, review and action on a petition submitted by Green Fairways Development LLC, requesting approval of a Zoning Map Amendment for the property located at 1710, 1802, 1810 and 1818 Tullamore Avenue, from B-1 (General Commercial) District to P-2 (Public Lands & Institutions) District. PIN(s): 22-18-203-011, 22-18-203-012, 22-18-203-013 and 22-18-203-014.

BACKGROUND

Request

The Petitioner seeks a Zoning Map Amendment for the subject properties, from B-1 (General Commercial) District to P-2 (Public Lands and Institutions) District, to allow for the construction of multiple-family dwellings. This Zoning Map Amendment request is associated with case PS-04-22, a Preliminary Plan for the Residences at The Links Subdivision as they are identified within it.

Property Characteristics

The subject properties consist of 2.38 acres of land located at 1710, 1802, 1810 and 1818 Tullamore Avenue. These properties are currently vacant with no building(s) on the properties. The properties are currently owned by Ireland Grove, LLC, and are being sold to Green Fairways Development, LLC. The current properties consist of four parcels. The owner has submitted a request with the McLean County Assessor's Office to combine the four properties into one parcel. If the Zoning Map Amendment is granted this new singular lot will be combined with the neighboring property to the east. The properties are currently vacant.

Notice

The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Monday, November 21, 2022. Courtesy notices were mailed to 8 property owners within 500 feet of the subject property.

Surrounding Zoning and Land Uses

Zoning		Land Uses
North	B-1 (General Commercial)	Offices
South	A (Agriculture, County)	Farmland
East	P-2 (Public Lands and Institutions)	Golf Course
West	B-1 (General Commercial)	Offices/Multiple-Family Dwellings/Place of Worship

ANALYSIS

*Comparison of Existing and Proposed Districts**

Existing Zoning: B-1 (General Commercial) District

The intent of this B-1 General Commercial District is to facilitate the development of community and regional commercial areas. Customers in this district will generally use a motor vehicle to reach a desired establishment. The development contemplated in this district has such distinguishing characteristics as unified site planning and development that promotes a safe and conducive atmosphere for large volumes of shoppers; site accessibility such that the high volumes of traffic generated create minimal congestion and adverse impact upon surrounding land use; and unified architectural treatment of buildings rather than an assemblage of separate, conflicting store and structural types.

Proposed Zoning: P-2 (Public Lands and Institutions) District

The intent of this P-2 Public Lands and Institutions District is to allow for the establishment and maintenance of public uses, publicly-regulated uses and private uses that display an inherent relationship to the public interest. The creation of such a district shall be provided for parcels of substantial size where such community serving uses are necessary in order that adequate community services may be rendered and where, through proper site selection and planning, such uses are compatible with the surrounding area.

*A list of permitted uses for commercial and public interest districts can be found online in Chapter 44, Divisions [5-1](#) and [7-1](#), respectively.

Compliance with the Comprehensive Plan

The proposed Zoning Map Amendment contributes to Goals H-1. (Ensure the availability of safe, attractive and high quality housing stock to meet the needs of all current and future residents of Bloomington), H-1.1 Ensure that the housing to accommodate the new growth is a broad range (of types, sizes, ages, densities, tenancies and costs) equitably distributed throughout the City recognizing changing trends in age-group composition, income, and family living habits), N-2.2 (Celebrate the uniqueness of Bloomington's neighborhoods), N-2.2a (Identify the unique qualities of each neighborhood and promote these as destinations for desirable areas to live, work, shop and play), HL-4. (Continue to develop quality parks and recreational programming for all), and HL-4.1 (Ensure that all parks have amenities and facilities that appeal to residents of all ages and abilities).

The 2035 Comprehensive Plan's Future Land Use map identifies this section of Tullamore Avenue as Regional Commercial in the built areas. The Land Use Priorities map identifies this area as Tier-1, vacant and under-utilized land for infill development or redevelopment within the City.

STANDARDS FOR REVIEW

The Planning Commission shall hold at least one public hearing on any proposed Zoning Map Amendment and report to the Council its findings of fact and recommendations. Recommendations shall be made upon the determination that the Map Amendment is in the public interest and not solely for the benefit of the applicant, based upon considering the factors listed in § 44-1706E(2) and discussed below.

Zoning Map Amendment for B-1 to P-2

1. The suitability of the subject property for uses authorized by the existing zoning.

Uses permitted within the B-1 (General Commercial) District are primarily commercially oriented. The District is designed to facilitate the development of community and regional commercial areas. Customers in this district will generally use a motor vehicle to reach a desired establishment. The intent is to facilitate development that promotes a safe and conducive atmosphere for large volumes of shoppers; site accessibility such that the high volumes of traffic generated create minimal congestion and adverse impact upon surrounding land use; and unified architectural treatment of buildings rather than an assemblage of separate, conflicting store and structural types. Uses permitted in this district will provide for those services to meet the commercial/retail needs within the City. While these properties and nearby properties are zoned B-1, the uses are oriented more towards local commercial. The existing road network is not designed to support regional commercial.

2. The length of time the property has remained vacant as zoned considered in the context of land development in the area.

The properties have always been vacant. The properties were created in 2006 and never developed. All the adjacent properties are developed. These are the only vacant properties within the immediate area.

3. The suitability of the subject property for uses authorized by the proposed zoning.

While these properties are adjacent to a commercially zoned properties, the uses on these commercial properties vary considerably. The adjacent P-2 zoned property serves to provide desirable recreational services to these properties. The uses authorized are within the proposed zoning would be complementary to existing uses. Whenever any use of property in a P-1 or P-2 district, whether permitted, special or nonconforming, is discontinued for a period of 18 months, the zoning classification of such property shall, as of the first day of discontinuance of such use, revert to the classification of R-1A. The requested zoning of P-2 (Public Lands & Institutions) is more compatible with existing uses and zoning of adjacent properties. The requested zoning is more suitable for said premises and the benefits realized by the general public.

4. The existing land uses and zoning of nearby property.

The subject properties are surrounded by public, office, and multi-family residential uses, agricultural uses boarder the area. Additionally, a multi-family dwelling use would be complementary to the area.

5. **Relative gain or hardship to the public as contrasted and compared to the hardship or gain of the individual property owner resulting from the approval or denial of the zoning amendment application.**

If the Zoning Map Amendment is granted, the applicant would be able to utilize these vacant properties as part of a large-scale multi-family development. This results in helping to fulfill the need for quality non-student multi-family housing identified in the EDC's Bloomington-Normal Housing Analysis. This will permit more of the local workforce to live locally and provide housing for critically needed workers. Given the location the use will be a benefit to the neighboring properties and community as a whole.

6. **The extent to which adequate streets are connected to the arterial street system and are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.**

The sites have access to Tullamore Avenue and will have additional access to Ballybunion once the proposed development is completed.

7. **The extent to which the proposed amendment is inconsistent with the need to minimize flood damage and that the development of the subject property for the uses permitted in the proposed zoning classification will not have a substantial detrimental effect on the drainage patterns in the area.**

§ 44-106 G applies if more than 1,400 sq. ft. of impervious surface is created or altered.

8. **The extent to which adequate services (including but not limited to fire and police protection, schools, water supply, and sewage disposal facilities) are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.**

The site is currently served by existing watermains and sewer connections, as well as fire and police protection. The property is served by Unit 5 school district.

9. **The extent to which the proposed amendment is consistent with the public interest, giving due consideration for the purpose and intent of this Code as set forth in § 44-1701 herein.**

The Map Amendment is intended to facilitate the development of vacant properties. The proposed use will have similar impact on the surrounding properties and will be compatible with existing uses. This will provide a net benefit to the immediate area and community as a whole. The area in question has changed such that said present zoning is no longer contributing to the public welfare. The requested zoning of P-2 (Public Lands & Institutions) is more compatible with existing uses and zoning of adjacent properties. Additionally, the requested zoning is more suitable for said premises and the benefits realized by the general public.

10. **The extent to which property values are diminished by the particular zoning restriction.**

The new zoning restrictions are not expected to diminish property values. On the contrary, the Zoning Map Amendment and proposed use should result in increased property values. Given the mixed development in the area the proposed development will supplement and complement the existing development facilitating their continued operation.

11. The extent to which the destruction of property values promotes the health, safety, morals, or general welfare of the public.

The proposed Zoning Map Amendment and use are not anticipated to diminish property values in the area. The Zoning Map Amendment and use will be beneficial to the general welfare of the public in providing critically needed housing.

12. Whether a Comprehensive Plan for land use and development exists, and whether the ordinance is in harmony with it.

The Comprehensive Plan's Future Land Use map identifies this section of Tullamore Avenue as Regional Commercial in the built areas. The Land Use Priorities map identifies this area as Tier-1, vacant and under-utilized land for infill development or redevelopment within the City. While the Comprehensive Plan identifies this area as regional commercial, the area has not developed according to the Comprehensive plan. The properties have developed in a manner that is in greater alignment with local commercial. The requested zoning of P-2 (Public Lands & Institutions) is more compatible with these existing local uses. Additionally, the proposed development facilitated by the Zoning Map Amendment will bolster the existing neighboring developments.

13. Whether the City needs the proposed use.

The proposed Map Amendment would allow development of the properties as multiple-family dwellings. This future dwelling will meet the need for quality non-student multi-family housing identified in the Economic Development Center's Bloomington-Normal Housing Analysis. The development will serve the immediate community and City as a whole.

STAFF RECOMMENDATION

Staff finds that the request for a Zoning Map Amendment *is in the public interest and not solely for the benefit of the applicant*, after reviewing the relevant factors for consideration, and recommends the Planning Commission take the following action(s):

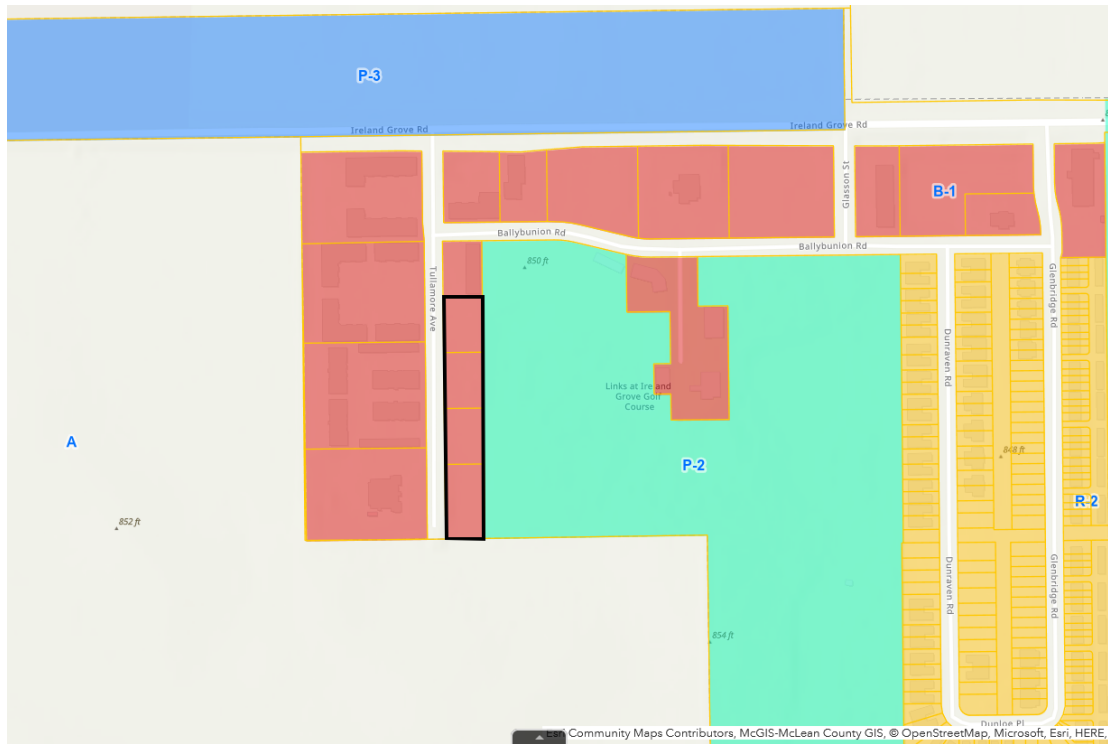
Motion to establish findings of fact that the proposed Zoning Map Amendment *is in the public interest and not solely for the benefit of the petitioner* and recommend *approval* of the petition.

Respectfully submitted,
Glen Wetterow
City Planner

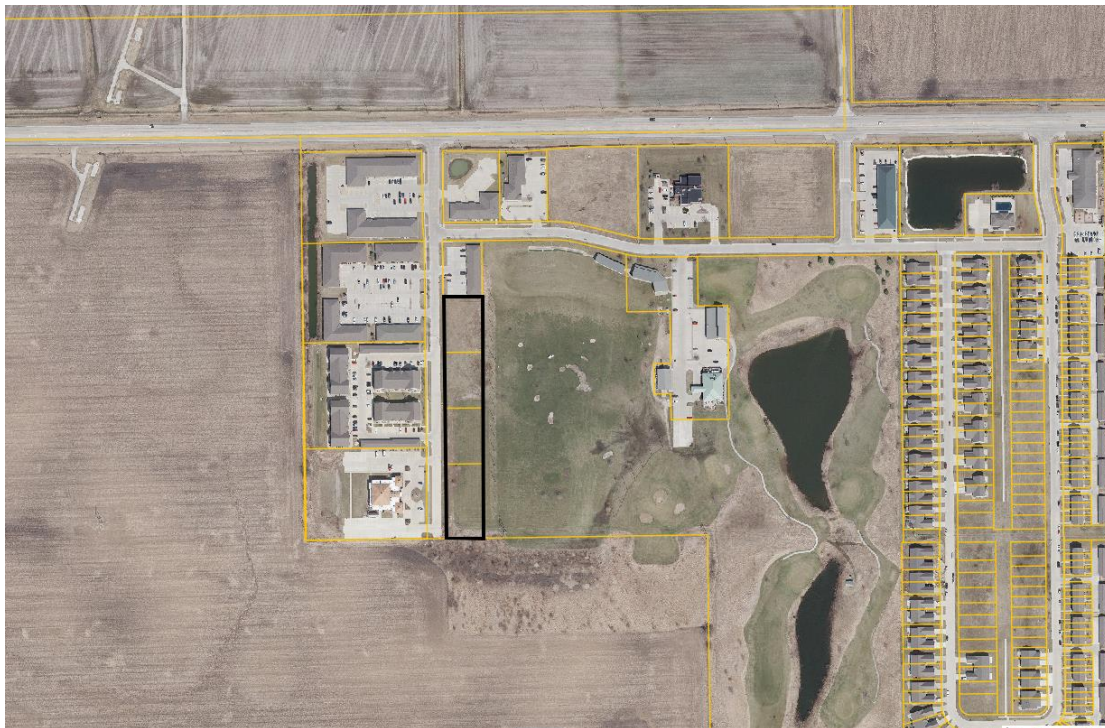
Attachments:

1. Zoning Map
2. Aerial Image
3. Ground-Level View(s)
4. Petitioner-Submission - Description of Project
5. Neighborhood notice map

Attachment 1 - Zoning Map



Attachment 2 - Aerial Image



Attachment 3 - Ground-Level View(s)





Attachment 4 - Petitioner-Submission - Description of Project

NOW COMES Green Fairways Development, LLC, an Illinois limited liability company, here-inafter referred to as your petitioner(s), respectfully representing and requesting as follows:

1. That your petitioner(s) is (are) the owner(s) of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A, which is attached hereto and made a part hereof by this reference, or is (are) a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That said premises is divided into four (4) lots, which the Owner has requested be combined into a single parcel number.
3. That said premises legally described in Exhibit "A", representing the entirety of the four (4) lots, presently has a zoning classification of B-1 (General Commercial District), under the provisions of Chapter 44 of the Bloomington City Code, 1960;
4. That the present zoning on said premises is inappropriate due to the area in question having changed such that said present zoning is no longer contributing to the public welfare;
5. That your petitioner(s) hereby request that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended to reclassify said premises into the P-2 (Public Lands and Institutions District), under the provisions of Chapter 44 of the Bloomington City Code, 1960;
6. That said requested zoning classification is more compatible with existing uses and/or zoning of adjacent property than the present zoning of said premises; and

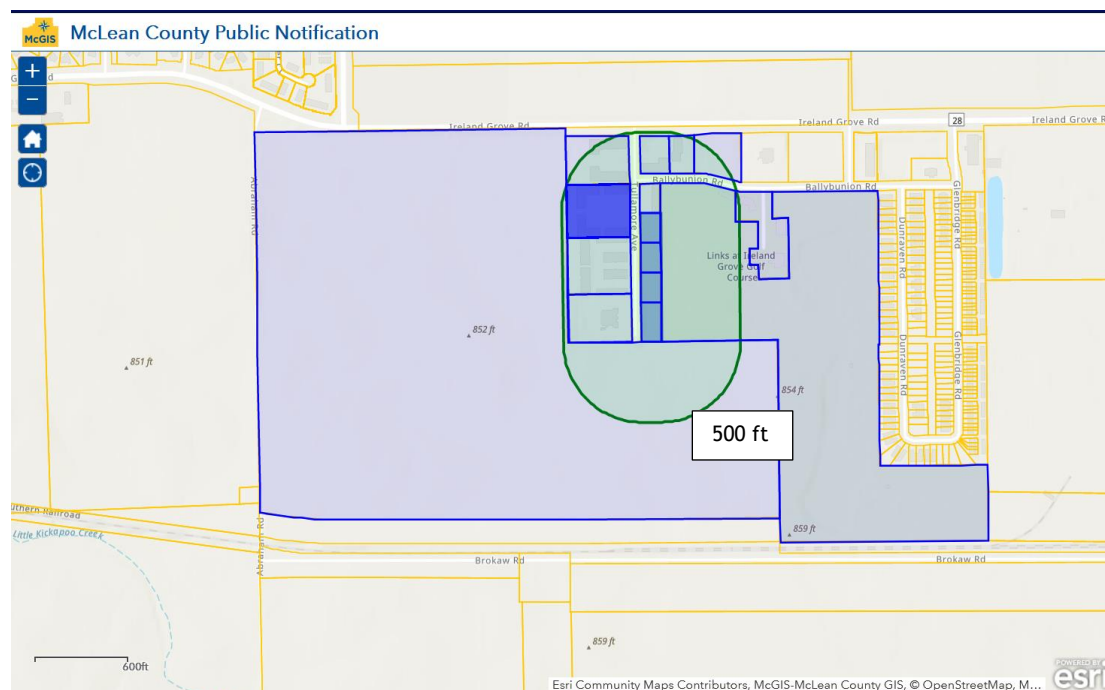
7. That said requested zoning classification is more suitable for said premises and the benefits realized by the general public in approving this petition will exceed the hardships imposed on your petitioner(s) by the present zoning of said premises.

WHEREFORE, your petitioner(s) respectfully pray(s) that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended by changing the zoning classification of the above-described premises from B-1 (General Commercial District) to P-2 (Public Lands and Institutions District).

Response to each Standard for Review

Developed as part of ongoing discussions with City staff. Always vacant land (2009). P-2 is appropriate zoning for developments adjoining public lands. This project adjoins a 9-hole golf course. This property is adjacent to land which will be part of the development and is already zoned P-2. There should be no hardship to the public. This development will provide needed upscale multi-family housing. Adequate streets are available. Storm water can be adequately provided for through existing storm water detention and as otherwise agreed between Developer and the City. This development has been vetted with City staff and there are no concerns about inadequacy of necessary services. This development provides needed housing with access to desired amenities. Adjoining property values will not be diminished. This development is in harmony with stated City objectives providing best use of property and desirable infill.

Attachment 5 - Neighborhood Notice Map



REGULAR AGENDA

A. Z-14-22 Public hearing, review and action on a petition submitted by Green Fairways Development LLC, requesting approval of a Zoning Map Amendment for the property located at 1710, 1802, 1810 and 1818 Tullamore Avenue, from B-1 (General Commercial) District to P-2 (Public Lands & Institutions) District. PIN(s): 22-18-203-011, 22-18-203-012, 22-18-203-013 and 22-18-203-014.

B. Z-15-22 Public hearing, review and action on a petition submitted by Green Fairways Development LLC, requesting approval of a Zoning Map Amendment for part of the property located at 3801, 3803, 3805, and 3807 Ballybunion Road, from B-1 (General Commercial) District to P-2 (Public Lands & Institutions) District. Part of PIN(s): 22-18-203-006.

C. PS-05-22 Public hearing, review and action on a petition submitted by Green Fairways Development LLC, requesting approval of a Preliminary Plan for the Residences at The Links Subdivision for the properties generally located near the intersection of Ballybunion Road and Tullamore Avenue. PIN(s): 22-18-203-011, 22-18-203-012, 22-18-203-013, 22-18-203-014 and Part of PIN(s) 22-18-203-006 and 22-18-203-010.

City Staff, Glen Wetterow asked the Commission for approval to present all three related cases together. There was no objection. Mr. Wetterow presented the staff report for case Z-14-22, with a recommendation for approval. Mr. Wetterow noted this case is related to case Z-15-22 and PS-05-22. Mr. Wetterow highlighted the uses on the surrounding properties. He noted the development is “mixed.” Mr. Wetterow highlighted that while this area is designated “Regional Commercial” on the Comprehensive Plan it has “not developed that way over time, and now leans more toward the “Local Commercial” and Mixed Use. Mr. Wetterow noted the Zoning Map Amendment meets numerous goals of the City’s Comprehensive Plan. Mr. Wetterow noted the Petitioner has already initiated the process of combining all of the properties into one with County Assessor’s Office. This new single lot will be combined with the property to the east to facilitate the creation the multiple-family dwellings identified in the Preliminary Plan, case PS-05-22.

There were no questions from the Commission for Staff on this case.

Mr. Wetterow presented the staff report for case Z-15-22, with a recommendation for approval. Mr. Wetterow noted this case is related to Z-14-22 and PS-05-22. He noted that on the portion of the property being rezoned is an existing building associated with the golf course/driving range and is not being utilized. The building would be demolished to facilitate the construction of the multiple-family dwellings proposed in the Preliminary Plan, case PS-05-22. Future plat work will be required to subdivide this piece of property and combine it with the property to the west. Mr. Wetterow pointed out the same relationship to the Comprehensive Plan as the prior case (Z-14-22).

Commissioner Beyer asked whether the building needs to be demolished prior to zoning change, or whether that has any impact. Mr. Wetterow responded that there are no

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implications for the building, related to the rezoning, since the request is to zone to P-2 is more appropriate for golf course/driving range use.

Mr. Wetterow presented the staff report for case PS-05-22, with a recommendation for approval. He noted it is related to cases Z-14-22 and Z-15-22. Mr. Wetterow noted the development will occur where the existing driving range is located. Mr. Wetterow noted the driving range appears not to be operational presently. Mr. Wetterow reiterated how the properties identified in case Z-14-22 and Z-15-22 would be combined with the existing driving range property to create one property upon which the proposed multiple-family dwellings would be constructed. Mr. Wetterow noted how the proposed use of the property is congruent with the uses of the surrounding properties. Mr. Wetterow noted the Preliminary Plan meets numerous goals of the City's Comprehensive Plan. Mr. Wetterow emphasized City Staff does not have any concerns with the initial development of this property, however Public Works staff is concerned about the total amount of traffic generated from this development when it is completed in its entirety. Thus, Public Works Staff is requesting a traffic impact study be provided by the Petitioner so that future street infrastructure needs/requirements can be determined. Mr. Wetterow highlighted how the traffic impact study was made a condition of approval of the request. Staff has consulted with the Petitioner and 30 days was a reasonable timeframe for completion of the study and to provide City Staff time to review the plan before it goes to City Council for approval. The information from the traffic impact study can be incorporated into revisions of this Preliminary Plan or future amendments to this Preliminary Plan as needed. Mr. Wetterow stated the Preliminary Plan conforms with the standards and purpose of the Subdivision Code and recommends approval.

Commissioner Beyer asked how many buildings are represented on the Preliminary Plan. Mr. Wetterow noted that there are 17 buildings on the site, as presented. Ms. Beyer inquired how many units were planned for each building. Mr. Wetterow stated the Petitioner has an idea of how many units in total 292, but the exact number of units per building is not set and could change over time based upon market needs.

Vice-Chair Boyd inquired about sidewalks. Mr. Wetterow noted sidewalks are included for both streets, Tullamore and Ballybunion and will go through the approaches.

Vice-Chair Boyd opened the public hearing for case Z-14-22.

Elizabeth Megli (115 W. Jefferson St), Attorney for the Petitioner, spoke on behalf of the Petitioner. Ms. Megli asked if she could speak on behalf of all three cases, Z-14-22, Z-15-22 and PS-05-22 as her comments will be similar for each as they are related. Ms. Megli noted the Zoning Map Amendment cases are taking B-1 zoned properties and making them P-2. Ms. Megli noted the Petitioner is not requesting for any exemptions or Variances for the Preliminary Plan. Ms. Megli highlighted how the units will be upscale units. Ms. Megli confirmed that 17 buildings are proposed with 292 total units. She emphasized that off-street parking has been considered and evaluated as part of the project. She noted her client is happy to provide the traffic study within 30 days, as required by staff. The findings of the plan will have to be evaluated to determine needs/requirements and her client will work with the City on addressing those items when

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appropriate.

Vice-Chair Boyd asked Commission to limit questions to cases Z-14-22 and Z-15-22 for now as they are both rezoning cases. Questions for the Preliminary Plan, PS-05-22 can be asked after these questions.

Commissioner Beyer asked about use and the rezoning and if the use is considered in determining the rezoning, as compared to considering the specific use as related to the Preliminary Plan.

Vice-Chair Boyd noted that the use can be considered with the rezonings requested but the preliminary plan itself can't be considered in making the decision about the rezoning requests.

Mr. Wetterow added additional clarification. Mr. Wetterow noted the rezonings will facilitate the multiple-family dwellings use identified in the Preliminary Plan. Mr. Wetterow noted P-2 zoning permits multiple-family dwellings. Thus, the rezonings must be heard first. Ms. Pemberton noted that if the Zoning Amendments do not succeed then there is no need to proceed with the Preliminary Plan as the project is dependent on the Map Amendments moving forward.

Vice-Chair Boyd noted the considerations before the Commission right now are just related to the Zoning Map Amendments.

Ms. Beyer thanked Staff as that provided the clarification she needed and had no further questions.

No additional testimony was received. However, Mr. Wetterow noted that Staff did receive an email related to the case, but this can only serve as public comment. The email was from the President of the neighboring Dunraven HOA and was in favor of all three cases. Vice-Chair Boyd closed the public hearing.

Vice-Chair Boyd opened the public hearing for case Z-15-22.

No additional testimony was received. Vice-Chair Boyd closed the public hearing.

Vice-Chair asked for a motion to approve Case Z-14-22.

Commissioner Krieger made a motion to establish findings of fact that the proposed Zoning Map Amendment for case Z-14-22 is in the public interest and not solely for the benefit of the petitioner and recommend approval of the petition. The motion was seconded by Commissioner Muehleck.

Mr. Krieger - Yes, Mr. Muehleck - Yes, Mr. Danenberger - Yes, Ms. Patino - Yes, Ms. Beyer - Yes, and Vice-Chair Boyd - Yes (6-0). The motion passed.

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Mr. Wetterow noted that the case will go before City Council on January 23, 2023.

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CONSENT AGENDA ITEM NO. 7.L

FOR COUNCIL: February 13, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Amending Chapter 7 of the City Code Regarding Video Gaming License Requirements, as requested by the City Clerk Department and the Legal Department.

RECOMMENDED MOTION: The proposed Ordinance 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 City Clerk and Legal Departments request that the following clarifications and edits be made via approval of the attached Ordinance:

- Establishments seeking renewal of video gaming license annually have to provide reports detailing the establishment's revenue. This is often referred to as the 50% Report. If approved, the detail of said report would be required on "generated" revenue versus "paid" revenue aligning City Code required reports with State video gaming reports.
- Said reports are to be provided for the previous calendar year, and in the instance that a new licensee seeks renewal without having operated in the full previous calendar year, the detailed report provided must include all the months in which the establishment held a license.
- Individual permit stickers will no longer be affixed to each video gaming terminal. This practice was originally believed to be needed; however, each establishment's license delineates the number of licensed terminals rendering terminal stickers unnecessary.
- Language has been added to clarify process and requirements for establishment location changes.
- License revocation and suspension reasons have been added to clarify that failing to notify the City Clerk of changes in ownership, location, and names associated to the establishment are reasons for revocation and suspension. Further clarification of name change requirements has been included as a new Section to the Chapter.
- Establishments having video gaming license revoked will not be allowed to re-apply for a new video game license until three years after the final determination of the applicable revocation. They also will not be allowed to be placed on the Video Gaming Waitlist until after the three years.

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 Ordinance](#)

ORDINANCE NO. 2023 - _____

AN ORDINANCE AMENDING CHAPTER 7 OF THE CITY CODE REGARDING VIDEO GAMING
LICENSE REQUIREMENTS

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

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

WHEREAS, the City Council wishes to update and clarify video gaming licensing requirements.

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

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

Section 2. Sections 7-1301; 7-1304; 7-1312; 7-1313; 7-1314; 7-1322; and 7-1324 of Chapter 7, Article XIII of the City Code shall be amended as follows:

§ 7-1303 [Ch. 7, Sec. 122] Licensure requirements.

- A. No applicant, including any person, either as owner, lessee, manager, officer, or agent, shall be eligible for a video gaming license from the City, nor shall an existing license holder be entitled to maintain a video gaming license, unless each of the following requirements are met and continue to be met:
 - (1) The applicant holds the appropriate certificate or license from the State of Illinois permitting video gaming and is in good standing with same;
 - (2) The establishment has been in operation at the location for at least 12 months at the time the application is filed;
 - (3) The establishment must maintain customer seating outside of the gaming area but within the premises at a rate of five seats for each permitted video gaming terminal;
 - (4) The applicant has not violated or is not otherwise in violation of the 50% rule set forth in § 7-1303B;
 - (5) The applicant is not in arrears in any tax, fee, or bill due to the City of Bloomington or State of Illinois; and if the applicant is a corporation, limited liability company, or partnership, the applicant is disqualified if any officer is in arrears in any tax, fee, or bill due to the City of Bloomington or State of Illinois;
 - (6) The applicant does not owe the City of Bloomington for unpaid fines or judgments and if the applicant is a corporation, limited liability company, or partnership, the applicant is disqualified if any officer owes the City of Bloomington for any unpaid fines or judgments;
 - (7) The applicant has completed and complies with all the application requirements set forth in § 7-1304 and is not disqualified due to a felony,

- gambling offense, or crime of moral turpitude; ~~and~~
 - (7) (8) The applicant has not had a video gaming license ~~being~~ revoked within the past 3 years; and
 - (9) The establishment is located outside of a residential zoning district.
- B. Except for large truck stops, to be eligible to have video gaming at an establishment, the revenues ~~paid generated to~~ by the establishment from video gaming as shown on Illinois State Gaming reports cannot exceed 50% of the total gross revenues generated by the establishment.
- C. Large truck stop and regular truck stop establishments do not need to meet the requirements set forth in § 7-1303A(3).
- D. A new establishment must meet the requirements of § 7-1303A(2) unless the applicant is also the current majority owner of an existing business at another location that has been operational for at least 12 months, and the business model for the new establishment is proposed to replicate the existing business location and the applicant can provide satisfactory evidence detailing that in the last twelve month period, video gaming revenues at the existing business location ~~other business location~~ did not exceed 50% of the gross revenues.
- E. An establishment licensed and in existence prior to September 1, 2019, located within a residential zoning district does not have to meet the requirements of § 7-1303A(7) and instead shall be considered grandfathered from this provision. This exception shall not apply if the establishment ceases operations for more than 60 days unless the operation has ceased due to a fire or other natural disaster and the establishment complies with § 7-1321B of this article and the business operations resume within 12 months.

§ 7-1304 [Ch. 7, Sec. 123] Application requirements.

The license applicant shall provide the following information to the City of Bloomington on a form provided by the City:

- A. The legal name of the establishment;
- B. The business name of the establishment;
- C. The address of the establishment where the video gaming terminals are to be located;
- D. The type of establishment, including whether it is classified as a veteran, fraternal, regular truck stop, large truck stop, or liquor establishment, and supporting documentation demonstrating the classification;
- E. A floor plan, drawn to scale using a computer, detailing the overall layout of the establishment, including the location and count of dining seating, the location and count of video gaming terminals and seating for said terminals, and other significant features of the establishment, including exit locations, restrooms,

rooms and other equipment. A high-resolution electronic copy of the floor plan shall be submitted at the time of application; a paper printed copy of the floor plan shall be submitted upon request (no smaller than 11 inches by 17 inches); hand-drawn floor plans and floor plans not including a scale will not be accepted; [Amended 9-28-2020 by Ord. No. 2020-65]

- F. The amount of time the establishment has been in business under the ownership of the applicant at the location where video gaming is proposed to take place;
- G. The business office address of the establishment if different from the address of the establishment;
- H. In the case of a corporation, limited-liability company, or trust, the name and address of an agent authorized and designated to accept service on behalf of the licensee;
- I. A phone number for the establishment;
- J. An e-mail address for the establishment;
- K. The name and address of every person owning more than a 5% share of the establishment;
- L. The name, address, phone number and e-mail address of any terminal operator or distributor proposed to own, service or maintain video gaming terminals at the establishment;
- M. A copy of the establishment's State of Illinois video gaming license;
- N. In the case of a corporation, limited-liability company, or partnership, a copy of the establishment's state certificate of good standing;
- O. A statement as to the number of video gaming terminals which the establishment proposes to have on its premises (not to exceed five for all establishments);
- P. A statement that the establishment is not in arrears in any tax, fee or bill due to the City of Bloomington or State of Illinois;
- Q. A statement that the establishment agrees to abide by all state and federal laws and any local ordinance;
- R. A statement that no manager or owner with more than a 5% interest in the establishment has ever been convicted of a felony, a gambling offense, or a crime of moral turpitude. In the event that an establishment cannot provide such statement, the establishment may apply for a certificate of rehabilitation from the City Manager indicating that the individual who would disqualify the establishment from obtaining the video gaming license has been rehabilitated and is no longer a threat to violate the law. The City Manager may consider the nature of the offense, the length of time since the offense, the length of time

since release from custody, and other factors to determine if the individual has rehabilitated himself such that he is no longer likely to commit another offense;

- S. If the application is for a new establishment based on the business model of another existing ~~location~~ business, information regarding the existing business ~~location~~ must be provided, including the type of business, the gross ~~receipts~~ revenues as compared to any video gaming revenues for the prior calendar year ~~twelve-month period~~, proof of the length of time the existing business has been operational and proof of ownership verifying the applicant's ownership rights;
- T. For regular truck stops, a statement that they qualify under § 7-1301 of the City Code and 230 ILCS 40/5 of state statutes as well as proof of the following: [Added 9-28-2020 by Ord. No. 2020-65]
 - (1) That the premises are owned, leased or otherwise operated by the applicant;
 - (2) That the premises are currently at least a three-acre parcel with a convenience store;
 - (3) Has separate diesel islands for fueling commercial motor vehicles;
 - (4) Current/Projected retail sales of more than 10,000 gallons of diesel or biodiesel fuel per month; and
 - (5) That there are parking spaces for commercial motor vehicles.
- U. For large truck stops, a statement that they qualify under § 7-1301 of the City Code and 230 ILCS 40/5 of state statutes as well as proof of the following: [Added 9-28-2020 by Ord. No. 2020-65]
 - (1) That the premises are owned, leased or otherwise operated by the applicant;
 - (2) That the premises are currently at least a three-acre parcel with a convenience store;
 - (3) That the premises are currently located within three road miles from a freeway interchange;
 - (4) Has separate diesel islands for fueling commercial motor vehicles;
 - (5) Current/Projected retail sales of more than 50,000 gallons of diesel or biodiesel fuel per month; and
 - (6) That there are parking spaces for commercial motor vehicles.
- V. For veteran or fraternal organizations, proof of status must be provided in the form of U.S. Form 990-EZ, Certificate of Exemption, 501(c)(3), 501(c)(4), 501(c)(5), 501(c)(8), 501(c)(10) or 501(c)(19). [Added 9-28-2020 by Ord. No. 2020-65]
- W. For renewal applications, a report or reports showing its gross annual revenue for the previous calendar year detailed by category of revenue generated on a per month basis and showing the percentage of gaming revenue payable generated ~~to~~ by the establishment shall be revenues shown on Illinois State Gaming reports or other official reports from the State of Illinois, as compared to the total gross revenues of the establishment. For the first license renewal application, the establishment must provide a report detailing monthly revenues generated by

video gaming and for total gross revenues for the months the establishment was open and licensed in the previous calendar year.

X. An applicant may not have had a video gaming license revoked within the past three years.

§ 7-1312 [Ch. 7, Sec. 131] ~~Permit stickers; affixing requirements.~~ Deleted and reserved.

~~With the issuance of a video gaming license, the City shall also provide a permit sticker that must be affixed to each video gaming terminal and viewable to the general public. The permit sticker will demonstrate that the establishment has a license from the City to have the video gaming terminal on its premises and it may contain information on addiction services.~~

§ 7-1313 [Ch. 7, Sec. 132] Transfer of video gaming licenses.
[Amended 9-28-2020 by Ord. No. 2020-65; 10-25-2021 by Ord. No. 2021-82]

The transfer of video gaming licenses is prohibited, except that a video gaming license may be transferred from a current licensee to a proposed licensee if the license is for the same establishment and location. A person desiring to transfer a video gaming license shall be required to complete an application that must be submitted with all required supporting documentation and a formal letter requesting the transfer that is signed by both parties. The individual acquiring the establishment license must meet the requirements of § 7-1303 of this article, including that the new person holds the appropriate video gaming license from the State of Illinois. The license shall be granted by the City Clerk if the new applicant meets the requirements of § 7-1303. The fee for a transfer of a license shall be as set forth in the Schedule of Fees. Nothing herein shall prohibit a change in ownership in a legal entity that may hold a video gaming license so long as the new owner(s) are in compliance with this article and all other applicable laws. See § 7-1314 for video gaming license transfers with a location change.

§ 7-1314 [Ch. 7, Sec. 133] Location changes.

An establishment may change locations upon the completion and approval of a location change application, which shall include information on the new location, including floor plans and other pertinent information required by § 7-1304. A license location change under this Section will only be considered for an business whose ownership will remain the same. The City Clerk shall be responsible for reviewing and granting location change applications based on the criteria set forth in this article. No location change application may be granted unless it meets the general licensure requirements set forth in this article. The fee for a location change application shall be the same as the license application fee set forth in the Schedule of Fees.

§ 7-1322 [Ch. 7, Sec. 141] License revocation, ~~or~~ suspension, or non-renewal.

A. Any video gaming license may be revoked, ~~or~~ suspended, or not renewed, after notice and hearing by the City Manager, or his designee, for any of the following

reasons:

- (1) Failure to pay the video gaming license fee;
 - (2) Violation of any law occurring on the establishment's premises committed by the establishment or an employee of the establishment;
 - (3) Violation of any law or state regulation regarding video gaming or video gaming terminals;
 - (4) Violation of any law occurring on the establishment's premises which the establishment did not take adequate means to prevent, or to which the establishment did not respond in an appropriate manner after it became aware of such violation;
 - (5) Failure to pay any tax, judgment, fee, or bill ~~due~~ owed to the City of Bloomington;
 - (6) Failure to provide current information regarding the ownership or location of the business;
 - (7) Ceasing to meet the video gaming licensure requirements of § 7-1303A and § 7-1303B, except as may be permitted by § 7-1321;
 - (8) Exceeding the number of video gaming terminals allowed by as outlined in the establishment's video gaming license or as otherwise permitted by this article;
 - (9) Failure to notify in writing the City Clerk Department and receive prior approval of a change in ownership or license transfer as required by § 7-1313;
 - (10) Failure to notify in writing the City Clerk Department and receive prior approval of a change in location as required by § 7-1314;
 - (11) Failure to notify in writing the City Clerk Department and receive prior approval of a name change as required by § 7-1324;
 - (12) The failure to meet or abide by the requirements of this article.
- B. If in any quarter the video gaming revenues generated by payable to the establishment as shown on Illinois State Gaming reports or other official reports from the State of Illinois, exceed 50% of the total gross revenues generated by the establishment, the establishment's video gaming license may be revoked, suspended or altered, including the potential reduction in the number of video gaming terminals at the establishment. Any establishment that exceeds the 50% requirement in § 7-1303B in total for the previous calendar year shall not be eligible for the reissuance of a video gaming license for at least three years and any existing video gaming license shall be revoked.
- C. For the administration of this section, the formal rules of evidence shall not apply at the hearing and hearsay ~~will~~ may be permitted, provided it is of the nature reasonably prudent persons would rely upon in the conduct of their affairs. At the hearing, the City Manager, or his designee, shall determine by a preponderance of the evidence whether a lawful reason exists to revoke or suspend the license. The City Manager, or his designee, after determining that a lawful reason exists to revoke or suspend the license, shall also determine whether that lawful reason merits the sanction of a revocation or suspension of the license.

D. An establishment whose video gaming license was revoked may not re-apply for a new license until three years after the final determination of revocation. Similarly, if a video gaming waitlist is active, the establishment may not apply or be placed on said waitlist until three years after the final determination of revocation.

§ 7-1324 Name Changes.

Any name changes associated with a licensed establishment, including, but not limited to, a change to the Business Name, Corporate Name, Doing Business As (DBA) Name, Corporate Stockholder Name(s), or any party, holding ownership in the establishment, must be submitted in writing to the City Clerk Department at least 15 days prior to any change taking place. This Section is only applicable to name changes, not ownership changes. See § 7-1313 for changes in ownership applicable to business holdings.

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

Section 4. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

Section 5. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

Section 6. This Ordinance shall take effect ten (10) days after its approval and publication as required by law.

PASSED this 13th day of February 2023.

APPROVED this ____ day of February 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



CONSENT AGENDA ITEM NO. 7.M

FOR COUNCIL: February 13, 2023

WARD IMPACTED: Ward 8

SUBJECT: Consideration and Action to Approve an Ordinance Approving a Public Improvement Agreement Related to the Links Development, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Ordinance 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: If approved, the City will enter into an agreement with Green Fairways Development, LLC, for them to pay the City \$206,078 for public improvements related to the Links Development.

The proposed development near the intersection of Ballybunion Road and Tullamore Avenue entails turning the property into a multi-family dwelling apartment complex with 292 total units to be known as the Links. City staff estimates that 61.7% more traffic will be added to Tullamore Avenue by 2030 as a result of the development. A 61.7% increase in traffic will contribute to the eventual need for a traffic signal at the intersection of Tullamore Avenue and Ireland Grove Road. The projected construction cost of the traffic signal is estimated at \$344,001. The developer has agreed to pay \$206,078 for the traffic signal now via a Public Improvement Agreement rather than waiting for the signal to be constructed in the future.

There are several action items on the agenda related to this development, including rezoning the property and approving a preliminary plan. For more detailed information on those action items, please see those Council memos.

The proposed development meets several City needs, including bringing much-needed housing to the City. The proposed development is also likely to bring additional economic growth to that area of the City. As the developer has agreed to pay for its share of construction of the traffic signal, City staff recommends approval of the proposed agreement.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the Public Works Department will invoice Green Fairways Development, LLC, for them to pay the City \$206,078 for public improvements related to the Links Development. The developer's share of the funding for the future traffic signal will be recorded in the Capital Improvement Fund-Other Contributions account (40100100-

57390). The Public Works Department will budget for the traffic signal in the future, if required.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Goals ED-4.2 (Prioritize infill and redevelopment to spur growth and reinvestment in the City), H-1. (Ensure the availability of safe, attractive and high quality housing stock to meet the needs of all current and future residents of Bloomington), and H-1.1 (Ensure that the housing to accommodate the new growth is a broad range (of types, sizes, ages, densities, tenancies and costs) equitably distributed throughout the City recognizing changing trends in age-group composition, income, and family living habits).

Respectfully submitted for consideration.

Prepared by: Craig Shonkwiler, Assistant Director of Public Works/City Engineer

ATTACHMENTS:

[PW 1B Ordinance](#)

[PW 1C Agreement](#)

ORDINANCE NO. 2023 - _____

AN ORDINANCE APPROVING A PUBLIC IMPROVEMENT AGREEMENT RELATED
TO THE LINKS DEVELOPMENT

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

WHEREAS, Green Fairways Development, LLC (hereinafter “Developer”) is seeking approval certain zoning and preliminary plan approvals for the properties generally located near the intersection of Ballybunion Road and Tullamore Avenue;

WHEREAS, the re-zonings and preliminary plan will allow for final platting and development of the property into a multi-family dwelling apartment complex with 292 total units to be known as the Links (hereinafter “Development”); and

WHEREAS, ultimately the addition of traffic to Ireland Grove from the development is anticipated to warrant a traffic signal by 2030 at Tullamore Avenue and Ireland Grove Road (hereinafter “Public Improvement”); and

WHEREAS, the City Council desires to approve an agreement related to the Public Improvement with the Developer for its share of the improvement.

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

SECTION 1. The above recitals are incorporated into and made a part of this Ordinance as though fully set forth herein.

SECTION 2. The City Council hereby approves the Public Improvement Agreement Related to the Links Development, attached as Exhibit A, and authorizes the City Manager to execute and approve said Agreement.

SECTION 3. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article 7, Section 6 of the 1970 Illinois Constitution.

SECTION 4. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 5. This Ordinance shall be effective immediately after its approval and publication as required by law.

PASSED this 13th day of February 2023.

APPROVED this _____ day of February 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A
PUBLIC IMPROVEMENT AGREEMENT

**PUBLIC IMPROVEMENT AGREEMENT RELATED
TO THE LINKS DEVELOPMENT**

This Public Improvement Agreement (“Agreement”) is entered into as of this ____ day of February, 2023, by and among **City of Bloomington, Illinois**, an Illinois municipal corporation (“City”) and **Green Fairways Development, LLC** an Illinois limited liability company (“Developer”).

Recitals

WHEREAS, Green Fairways Development, LLC (hereinafter “Developer”) is seeking certain zoning and preliminary plan approvals for the properties generally located near the intersection of Ballybunion Road and Tullamore Avenue;

WHEREAS, the re-zonings and preliminary plan will allow for final platting and development of the property into the multi-family dwelling apartment complex with 292 total units to be known as Residences at The Links and as show on Exhibit A (hereinafter Development); and

WHEREAS, by 2030, it is anticipated that the additional traffic anticipated from the Development will warrant a traffic signal at Tullamore Avenue and Ireland Grove Road (hereinafter “Public Improvement”); and

WHEREAS, as opposed to providing a performance and payment bond for the future need, the Developer desires to pay its share now of the Public Improvement; and

WHEREAS, the City estimates the cost of the traffic signal to be \$334,001.00 (the “Public Improvement Cost”) and that the traffic added by the Development is a contributing factor of approximately 61.7%; and

WHEREAS, the City Council desires to enter into this Public Improvement Agreement to formalize the obligations related to any traffic signals that may be required as a result of the Development.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The recitals set forth above shall be incorporated into this Section 1 as if fully set forth herein.

2. Developer Contribution. Green Fairways Development, LLC shall pay the City a non-refundable sum of \$206,078.00, at the time the first building permit for the Development is received, as its full and complete share of any future warranted traffic signal, roadway improvement or traffic safety obligation, as a result of the Development.

3. Modifications to Development. The parties acknowledge that the amount set forth in Section 2 is based on the Development remaining consistent with the preliminary plan and as set forth in Exhibit A. If the Development is modified in a manner to result in a subsequent Traffic Study identifying anticipated traffic from the Development, which exceeds the most recently obtained Traffic Study by more than 10%, the parties agree to update and amend this Agreement to reflect the proportional increase in the Developer's allocable share of the increased traffic based upon the Public Improvement Cost identified above. For the avoidance of doubt, additional traffic resulting from other developments shall not impact the financial responsibility of Developer under the terms of this Agreement.

4. Notices. Any notices to the parties shall be made to the following or to such other person or address as a party may designate in a like manner:

To the City:

City of Bloomington
Attention: City Manager
115 E. Washington Street, Suite 402
Bloomington, IL 61701

To Green Fairways Development, LLC:

Green Fairways Development, LLC
Attention: Tanner J. Rave
1709 Tullamore Avenue, Suite B
Bloomington, IL 61704

With a Copy To:

Elizabeth B. Megli, Esq.
Livingston, Barger, Brandt & Schroeder, LLP
115 W. Jefferson Street, Suite 400
Bloomington, IL 61701

5. Successors. The covenants and agreements contained in this Agreement shall be deemed to be covenants running with the land during the term of this Agreement and shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties hereto.

6. Time of the Essence. Time is of the essence in the performance of this Agreement.

7. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

8. Non-Waiver. The City shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the City to exercise at any time any right granted to the City shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the City's right to enforce that right or any other right.

9. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

10. Governing Law. This Agreement shall be governed by and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

11. Severability. It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

13. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

14. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

15. Authority to Execute. City hereby warrants and represents to Green Fairways Development, LLC that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate authorities. Green Fairways Development, LLC hereby warrants and represents to City that it has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

16. Enforcement. The parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that Green Fairways Development, LLC agrees it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against City, or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this Agreement.

17. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any person shall be made, or be valid, against City or Green Fairways Development, LLC.

18. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

EXECUTED and ADOPTED as of the date first written above.

CITY OF BLOOMINGTON

BY: _____
Tim Gleason, City Manager

Attest:

By: _____
City Clerk

GREEN FAIRWAYS DEVELOPMENT, LLC

BY:  _____
Tanner J. Rave, Its Manager

LOT AREA TABLE

LOT NO.	AREA (SQ. FT.)	AREA (AC.)
1	10,000	0.23
2	10,000	0.23
3	10,000	0.23
4	10,000	0.23
5	10,000	0.23
6	10,000	0.23
7	10,000	0.23
8	10,000	0.23
9	10,000	0.23
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92	10,000	0.23
93	10,000	0.23
94	10,000	0.23
95	10,000	0.23
96	10,000	0.23
97	10,000	0.23
98	10,000	0.23
99	10,000	0.23
100	10,000	0.23

EXISTING BUILDING AREA

PROPOSED SUBSEQUENTAL DEVELOPMENT AREA

PRELIMINARY PLAN

2



CONSENT AGENDA ITEM NO. 7.N

FOR COUNCIL: February 13, 2023

WARD IMPACTED: Ward 3

SUBJECT: Consideration and Action on an Application from Empire Buds, LLC, d/b/a Crafted Commons, to be located at 1101 Airport Rd., requesting an Approval of a Change of Ownership for their Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Change in Ownership be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

Objective 3a. Retention and growth of current local businesses

BACKGROUND: Empire Buds, LLC, (Applicant), located at 1101 Airport Rd., holds a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) liquor license. The City of Bloomington Code requires that whenever there is going to be a change of 5% or greater in ownership of a corporate license holder, the change must be approved by the Liquor Commission. The Applicant is requesting prior approval of the change.

The ownership structure changes are reflected below:

Current Ownership Structure: Jason Dunn, 23%; Joey Dimichele, 19%; Kraig Garber, 19%; Ron Hayward, 15%; Matthew Caslow, 14%; and Mitchell Davidson, 10%.

Proposed Ownership Structure: Jason Dunn, 23%; Joey Dimichele, 19%; Kraig Garber, 19%; Ron Hayward, 9%; Matthew Caslow, 0%; Mitchell Davidson, 10%; and Michelle Anderson, 20%.

On January 10, 2023, the Liquor Commission approved the Change in Ownership as requested and presented above.

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, on January 1, 2023, a public notice was published in *The Pantagraph*. 11 notices were mailed to properties adjacent to the Applicant property.

FINANCIAL IMPACT: The current annual license fee for a Class RAS liquor license is \$3,300, will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2023 Budget Book titled "Budget Overview & General Fund" on page 132. 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: ED-1 Ensure a broad range of employment opportunities for all residents. 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](#)

[CLK 2C Draft Minutes](#)

Liquor License Application

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

Legal Entity Name (Corporate/LLC Name)	Empire Buds, LLC
Doing Business As (DBA) OR Establishment Name <i>(Assumed names must be registered with the State of Illinois)</i>	Crafted Commons
Legal Entity Address <i>(including City, State, and Zip)</i>	1111 E Monroe St., Bloomington, IL 61701
Legal Entity Phone Number	(217)494-3861
Legal Entity Email Address	jason@craftedcommons.com
Establishment Address including Zip	1101 Airport Rd., Bloomington, IL 61704
Establishment Phone Number	(309)807-9401
Establishment Email Address	jason@craftedcommons.com
*Email Address for <u>ALL</u> City Communications:	kraig@craftedcommons.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
Kraig Garber	Heyworth	IL	61745
Phone Number	Email Address		

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

Name (First & Last)	City	State	Zip
Jason Dunn	Bloomington	IL	61701
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

☒ 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 ☒ 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:

1. What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) ~~Tavern~~ **Restaurant per classification**
2. What class of liquor license is being sought? (See descriptions beginning on page 1.) RAS
3. ☒ Yes ☐ No Will the establishment offer Sunday Sales?
4. ☐ 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>
5. ☒ Yes ☐ No Will the establishment offer an Outdoor Dining Area?
6. State the reason the applicant desires a liquor license for the establishment: _____
We wish to continue to provide alcohol sales to complement our food service and recreational activities.
7. If approved, how would the liquor license benefit the City and its residents? _____
It would provide a better dining and recreational experiences for the city and its residence.
8. ☒ Yes ☐ No Will the establishment offer live entertainment in the establishment? *If yes, please explain:*
Live music will predominantly occur on weekends.
9. ☒ Yes ☐ No Will the proposed or current establishment sell food?
10. ☒ 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? _____
Food sales
11. If approved, what license renewal billing cycle would be preferred? ☒ Annual ☐ Semi-Annual

Impact of Establishment:

1. What are the proposed hours of operation?
- | Day | Time Open | Time Close |
|------------|-----------|------------|
| Monday: | 9am | 12am |
| Tuesday: | 9am | 12am |
| Wednesday: | 9am | 12am |
| Thursday: | 9am | 12am |
| Friday: | 9am | 1am |
| Saturday: | 9am | 1am |
| Sunday: | 9am | 12am |
2. Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.)
mixed
- 2A. If there are office or commercial buildings nearby, approximately what are their hours of operation?
Vision Point 8a-6p; Ancho & Agave 11a-10p; Biaggis 11a-10p
- 2B. Is the area predominately residential, are they single or multi-family homes?
The area is not predominantly residential
3. Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.)
Airport Rd. runs in front of the business with four lanes and two way traffic. Galena Rd. runs behind the business and is also two way.
4. How much additional traffic is expected to be generated with a liquor license?
Since we have been operating with the liquor license for the last year and a half, we anticipate the traffic
5. Describe any and all on- and off-street parking:
The business has its own parking lot with roughly about 35-40 spaces. Galena Rd. does have some street
6. How many establishments with liquor licenses are located within 500 ft. of the establishment? 2

**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: The business currently holds a liquor license. We are completing this application because we are bringing on new partner/owners.
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.

Kraig Garber

partner/owner

Name (Please Print)

Title

12/16/22

Date

Signature

Empire Buds, LLC dba CRAFTED Commons
1101 Airport Rd.
Bloomington, IL 61704

December 29, 2022

LICENSE APPLICATION#: 71839
Change in Ownership Application
The request for change of ownership

Ashley Lara
Records & Licensing Specialist
City Clerk Department
City of Bloomington, IL

Dear Ashley,

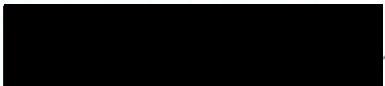
This letter is requesting the change of ownership from Matthew Caslow to Michelle Anderson as reflected below.

Jason Dunn: Manager/President. 1111 E. Monroe St. Bloomington, IL. 23%. Age 38.
Joey Dimichele: Manager: 1103 Elmwood. Bloomington, IL 61701. 10%. Age 58. 19%
Kraig Garber: Member: 4602 Knob Hill Dr. Heyworth, IL 61745. 19%. Age 43.
Ron Hayward: Member: 2617 Arlington Dr. Springfield, IL 62704. 15%. Age 66.
Matthew Caslow: Member: 606 Delmar. Bloomington I, IL. 61701. 14%. Age 34.
Mitchell Davidson: Member: 1330 S Whitter. Springfield, IL. 62704. 10%. Age 33.

Michelle Anderson will be 20%. Matt Caslow will be 0% and Ron Hayward will be 9% after the transfer.

Sincerely,


Michelle Anderson


Matthew Caslow

--

Re: Additional Information Needed for Liquor Application**Kraig Garber** [REDACTED]

Fri 1/6/2023 9:37 PM

To: Ashley Lara <alara@cityblm.org>

Sure.

New Owner is Michelle A. Anderson. She will be 20% owner, age 55. Her address is [REDACTED]
[REDACTED]

Let me know if there's anything else you need. Thanks!

Kraig

On Fri, Jan 6, 2023 at 4:09 PM Ashley Lara <alara@cityblm.org> wrote:

Good Afternoon,

During review, we noticed that all information was not provided for the new owner(s). The application states that we need a List of owners/partners/officers with Name, Age, Address, and Percent Ownership/Stock. Please provide the Age and Address for the new owner(s). You can respond to this email with the information.

I have attached what was submitted.

Let me know if you have any questions.

--

Thank you,

Ashley Lara

Records & Licensing Specialist

City Clerk Department

City of Bloomington, IL

--

Kraig Garber CRAFTED wordmark horizontal black.png

1101 Airport Rd

Bloomington, IL 61704

CRAFTED Coffee Brews 309.807.9400

CRAFTED 309.807.9401

Pokeworks 309.807.9402

Websense: Click [here](#) to report this email as spam.

Re: 2023 License(s) Attached - Crafted Commons

Kraig Garber [REDACTED]

Thu 1/5/2023 1:20 PM

To: Ashley Lara <alara@cityblm.org>

Hello Ashley,

As a result of our recent phone conversation, I wanted to confirm that the percent of ownership of Empire Buds LLC, dba Crafted Commons for Joseph DiMichele was incorrect on the recent letter you received with our liquor license application. The letter stated he was 10% owner, when in fact, it should have stated that he is 19% owner. Please let me know if you have other questions or need anything else.

Thank you,
Kraig Garber

On Thu, Dec 29, 2022 at 1:15 PM Kraig Garber <kraig@craftedcommons.com> wrote:

Great! Thanks for your patience!

On Thu, Dec 29, 2022 at 12:31 PM Ashley Lara <alara@cityblm.org> wrote:

Hello,

Everything looks good. Thanks for getting this in!

--

Thank you,

Ashley Lara

Records & Licensing Specialist

City Clerk Department

City of Bloomington, IL

From: Kraig Garber [REDACTED]

Sent: Thursday, December 29, 2022 12:11 PM

To: Ashley Lara <alara@cityblm.org>

Subject: Re: 2023 License(s) Attached - Crafted Commons

Thank you, Ashley! Michelle Anderson just informed me that she dropped by the payment and required letter for the change in ownership for our liquor license. Since you extended receipt of this until 4:30 today, I just wanted to confirm that you have what you need to get this before the liquor commission in January.

Thanks,

Kraig

On Thu, Dec 29, 2022 at 10:58 AM Ashley Lara <alara@cityblm.org> wrote:

Good Morning,

Please see the attached license(s).

The City Clerk Department will no longer be printing licenses. **Each business must print out the attached license and post it in a conspicuous place in their place of business.**

Happy Holidays!

--

Thank you,
Ashley Lara
Records & Licensing Specialist
City Clerk Department
City of Bloomington, IL

--

Kraig Garber

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[1101 Airport Rd](#)
[Bloomington, IL 61704](#)

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CRAFTED 309.807.9401

Pokeworks 309.807.9402

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Kraig Garber

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Pokeworks 309.807.9402

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Kraig Garber

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Bloomington, IL 61704

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CRAFTED 309.807.9401

Pokeworks 309.807.9402



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

207

Illinois Business Tax (IBT) #: [REDACTED]
Date Business started at this location (Month\Day\Year): 10/1/2020
Describe your type of Business: Bar/Restaurant/Coffee Bar

DBA Business Name: Crafted	
Address: 1101 Airport Road, Bloomington, IL 61704	
Contact: Jason Dunn	
Phone: [REDACTED]	Fax:
Email: [REDACTED]	

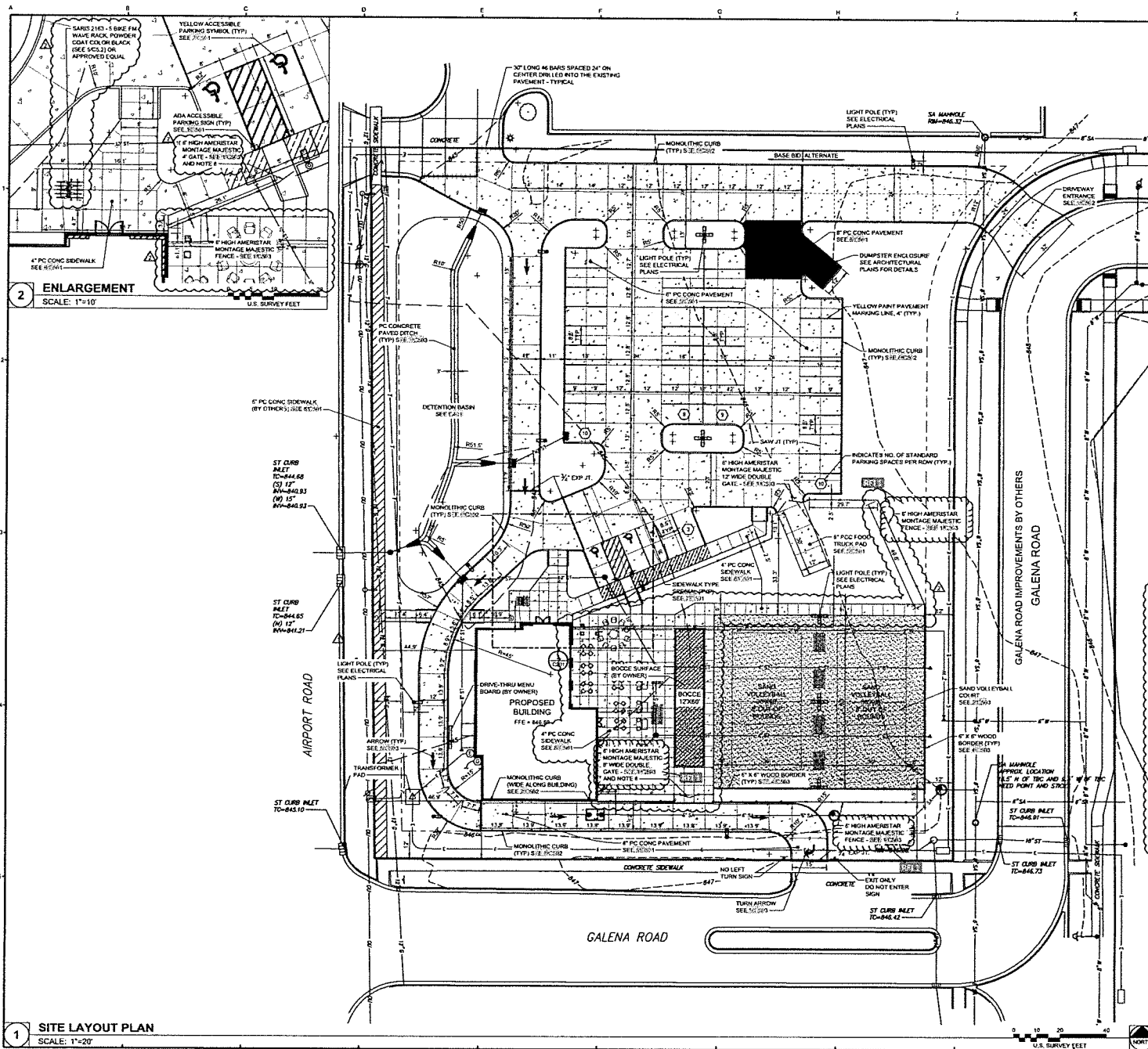
Owner/Corporate Name: Empire Buds, LLC (if different from above)	
Address: 1111 East Monroe St.	
Bloomington, IL 61701	
Contact: Jason Dunn	
Phone: [REDACTED]	Fax:
Email: [REDACTED]	

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

Type of Organization:	☐ Sole Proprietorship	☐ Partnership
	☐ Corporation	☒ LLC
	☐ Other _____	

Mail, Drop Off, Fax, or Email to:	Address: City Hall Finance Department Room 100 109 E. Olive Street Bloomington, IL 61702	Fax: 309-434-2463
		Email: finance@cityblm.org
		Phone: 309-434-2233

Under penalties as provided by law, I declare that to the best of my knowledge and belief, the information on this form is true, correct and complete.	[REDACTED]	6-11-2020
		Date
	Jason Dunn, President	
	Print Name and Title	



GENERAL NOTES

- THIS CONSTRUCTION SHALL BE IN ACCORDANCE WITH ANY SPECIAL PROVISIONS ACCOMPANYING THESE PLANS AND THE FOLLOWING SPECIFICATIONS:
 - "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", CURRENT EDITION, BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION;
 - "SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS", CURRENT EDITION, BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION;
 - "STANDARD SPECIFICATIONS FOR TRAFFIC CONTROL PLANS", CURRENT EDITION;
 - "ILLINOIS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS", CURRENT EDITION;
 - "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS", CURRENT EDITION;
 - "MANUAL OF PRACTICE FOR DESIGN OF PUBLIC IMPROVEMENTS IN THE CITY OF BLOOMINGTON",
 - ILLINOIS URBAN MANUAL.
- ALL UTILITY MAIN AND SERVICE TRENCHES SHALL BE BACKFILLED WITH TRENCH BACKFILL MATERIAL IN ACCORDANCE WITH SECTION 102 OF THE 2007 STANDARD SPECIFICATIONS WHERE THE TRENCH IS UNDER OR WITHIN 2 FEET OF EXISTING OR PROPOSED CURB & GUTTER, SIDEWALK OR AGGREGATE PAVEMENT, CONTROLLED LOW STRENGTH MATERIAL (CLSM) MAY BE USED IN LIEU OF TRENCH BACKFILL AT NO ADDITIONAL COMPENSATION.
- CONTACT J.U.L.E., 1-800-882-0123 FOR UTILITY LOCATE IN ADVANCE OF ANY CONSTRUCTION WORK.
- SITE CONTRACTOR SHALL NOTIFY THE CITY OF BLOOMINGTON PUBLIC WORKS DEPARTMENT AT 1-800-882-0123 A MINIMUM OF 48 HOURS PRIOR TO CONNECTING TO OR INSTALLING ANY PUBLIC WATER MAINS OR SERVICES AND PRIOR TO CONNECTING TO THE EXISTING SANITARY AND STORM SEWERS.
- ALL PROPOSED WATER SERVICES, STORM SEWERS AND SANITARY SEWERS SHOWN ON THE PLANS ARE TO BE PRIVATELY OWNED AND MAINTAINED.

PAVEMENT NOTES

- CONCRETE FOR PAVEMENT CONSTRUCTION SHALL BE CLASS PP, 4000 PSI AND FOR SIDEWALK SHALL BE CLASS SS, 3000 PSI IN ACCORDANCE WITH SECTION 102 OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION INDICATED BY TABLE 1.
- SURGRADE SHALL BE FREE OF TOPSOIL AND GRADING MATERIAL AND SHALL BE COMPACTED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS.
- CONTRACTOR SHALL SUBMIT A PAVEMENT AND SIDEWALK JOINT LAYOUT PLAN PRIOR TO CONSTRUCTION OF PAVEMENT OR SIDEWALK SLABS.
- ALL DIMENSIONS ARE INDICATED TO FACE OF CURB UNLESS OTHERWISE NOTED.
- NEW SIDEWALKS TO BE CONSTRUCTED WITH MAXIMUM 2% TRANSVERSE SLOPE AND TYPICAL JOINTS AT MAXIMUM 5' INTERVALS.
- ALL PC CONC. SIDEWALKS WITHIN PUBLIC RIGHTS OF WAY AND PC CONC. PAVEMENT SHALL BE 6" THICK SLAB ON COMPACTED SURGRADE.
- SIDEWALK JOINTS IN RIGHTS OF WAY SHALL BE TOoled.
- ALL PEDESTRIAN GATES SHALL INCLUDE PUSH-BAR EXIT DEVICES FOR FORCES COMPLIANCE.

PARKING SUMMARY

	GFA (SF)	RATE	# SPACES
RETAIL - RESTAURANT	3416	1 SPACE / 100 GFA	34
RETAIL - OUTDOOR PATIO	2148	1 SPACE / 100 GFA	21
TOTAL SPACES REQUIRED			55
	CRITERIA	ADJUSTMENT	
TRANSIT	PUBLIC ROUTE	10% REDUCTION	-6
PEDESTRIAN ACCESS	CONTINUOUS SIDEWALK	10% REDUCTION	-6
BICYCLE	CH. 44, 12-13'F	1 SPACE / 4 BIKE SPACES	-1
ADJUSTED TOTAL SPACES REQUIRED			42
PROVIDED STANDARD PARKING SPACES			41
PROVIDED ADA PARKING SPACES			2
TOTAL SPACES PROVIDED			43

BASE BID AREA SUMMARY

GROSS FLOOR AREA	13,580 SF
TOTAL LOT AREA	79,819 SF
TOTAL DISTURBED AREA	179,819 SF
TOTAL PROPOSED IMPERVIOUS AREA	77,214 SF

ALTERNATE BID AREA SUMMARY

ADDITIONAL GROSS FLOOR AREA	0 SF
TOTAL LOT AREA	79,819 SF
TOTAL DISTURBED AREA	179,819 SF
TOTAL ADDED IMPERVIOUS AREA	2,212 SF

Farnsworth GROUP

2709 W. GRAV DR.
BLOOMINGTON, ILLINOIS 61704
(309) 661-8433 / (309) 661-1571 Fax
www.fg.com

FGI project 0191193.00

date 02/21/20

revised

BY: JLM, JLM, JLM, JLM

DATE: 02/21/20

drawn by CME

checked by JMG

BLDD ARCHITECTS

Design Firm
Registration
#18-000721

CONTRACT #18-000721

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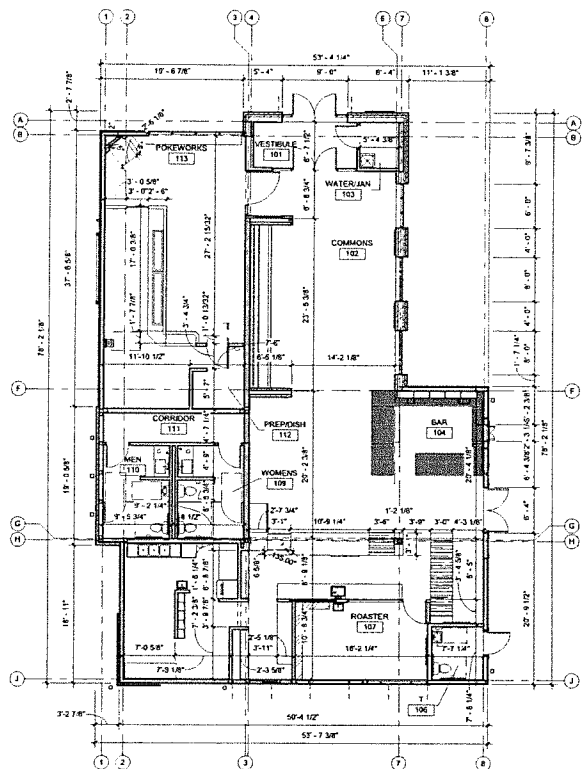
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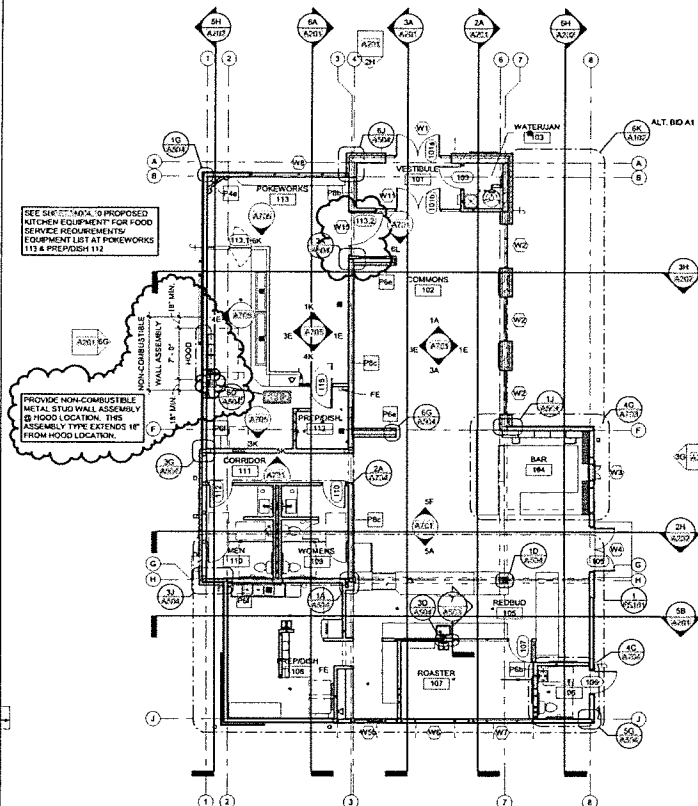
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60 FIRST FLOOR PLAN - DIMENSIONAL PLAN
1/8" = 1'-0"



60 FIRST FLOOR PLAN
1/8" = 1'-0"



GENERAL NOTES

1. TOP OF FIRST FLOOR SLAB = 100'-0" (848.50) UNLESS OTHERWISE NOTED.
2. THE LOCATION OF DIMENSION TICK MARKS ARE AS FOLLOWS:
GYPSON BOARD PARTITION/FLOORING: FACE OF STUD FLOORING.
CONCRETE MASONRY: FACE OF CONCRETE/MASONRY.
EXISTING WALL: FACE OF EXISTING FINISH SURFACE.
DIMENSIONS NOTED AS TO EXISTING: DIMENSION IS TO FACE OF FINISH SURFACE.
DIMENSIONS NOTED AS TO NEW: DIMENSION IS TO FACE OF FINISH SURFACE.
ITEMS NOTED AS "ALSO": FINISH SURFACES SHALL BE IN THE SAME PLANE.
3. ALL DOOR FRAMES ARE TO BE SET 2" FROM CORNER OF STUD WALL OR 8" FROM CORNER OF MASONRY WALL UNLESS NOTED OTHERWISE.
4. ALL PARTITIONS ARE TO BE TYPE P40 UNLESS NOTED OTHERWISE.
5. ALL PARTITIONS SHALL EXTEND TO UNDERSIDE OF STRUCTURE (DECK OR BEAM) UNLESS NOTED OTHERWISE. AT NON-FIRE RATED PARTITIONS SHALL VOID OF METAL DECK AT CONCEALED LOCATIONS WITH BATT INSULATION. AT FIRE-RATED PARTITIONS USE FIRE-RESISTIVE JOINT SYSTEMS.
6. FOR MASONRY OPENINGS REFER TO UNEL SCHEDULE ON STRUCTURAL SHEETS.
7. GROUT ALL HOLLOW METAL FRAMES SOLD AT MASONRY WALLS.
8. ALL CMU EXPOSED AT INTERIOR ABOVE THE FIRST COURSE SHALL HAVE BULLNOSED EDGES AT CORNERS AND JAMBS OF OPENINGS.
9. ABBREVIATIONS:
AFF: ABOVE FINISHED FLOOR
CJ: CONTROL JOINT
CMU: CONCRETE MASONRY UNIT
ED: BRICK EXPANSION JOINT
EW: ELECTRIC WATER COOLER
FE: FIRE EXTINGUISHER
FEC: FIRE EXTINGUISHER CABINET
GYP: GYPSUM BOARD
MB: MASONRY BOARD
TB: TACK BOARD

LEGEND

ROOM NAME	ROOM NAME
101	101
101	DOOR NUMBER - SEE SHEET A101 FOR DOOR SCHEDULE
P1	PARTITION TYPE - SEE PARTITION TYPE SCHEDULE
W1	WINDOW TYPE - SEE SHEET A101
1 SM	DETAIL REFERENCE: DETAIL NUMBER (TOP) SHEET NUMBER (BOTTOM)
1 SM	BUILDING SECTION: DETAIL NUMBER (TOP) SHEET NUMBER (BOTTOM)
1 SM	WALL SECTION: DETAIL NUMBER (TOP) SHEET NUMBER (BOTTOM)
1 A101	BUILDING ELEVATION: DETAIL NUMBER (OUTSIDE) SHEET NUMBER (INSIDE)
1 A101	INTERIOR ELEVATION: DETAIL NUMBER (OUTSIDE) SHEET NUMBER (INSIDE)
1	SPOT ELEVATION
1	KEYNOTE
1	1-HOUR FIRE RATED CONSTRUCTION
1	2-HOUR FIRE RATED CONSTRUCTION

date 02/21/2020
revised
drawn by JAK
checked by ACL

BLDD ARCHITECTS
Design Firm
Registration
#184-000723

1ST FLOOR PLAN
EMPIRE DEVELOPMENT PROJECT
1101 AIRPORT ROAD
BLOOMINGTON, IL 61704

sheet
A101
project 196B.X02.400

ISSUED FOR BID AND PERMIT

Regular Liquor Commission meeting, as requested by the City Clerk Department.

Leslie Yocum, City Clerk, explained that Item 4.A. was being pulled by staff due to a typo with the date of the minutes to be considered and would appear on the February 14, 2023, Liquor Commission agenda.

Regular Agenda

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

The following item was presented:

Item 5.A. Public Hearing and Action on an Application from Empire Buds, LLC, d/b/a Crafted Commons, to be located at 1101 Airport Rd., requesting an Approval of a Change of Ownership for their Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

Commissioner Meister opened the public hearing at 4:02 p.m.

MINUTES
LIQUOR COMMISSION - REGULAR SESSION
TUESDAY, JANUARY 10, 2023, 4 P.M.
Page 1 of 4

No business representative was present.

George Boyle, Asst. Corporation Counsel, explained that the Application was for a 10% change in ownership. He asked Mrs. Yocum if the Police Department had any concerns regarding criminal activity. Mrs. Yocum stated that the Police Department did not have any findings of issue.

Mr. Boyle explained the Commissions procedural options. He then informed the community that, normally, a quorum was required for any meeting body to take formal action, however, based on City ordinances and State of Illinois law, in the case of the Liquor Commission, each Commissioner had the full authority to act on their own. He stated that Legal had no issues with the sale.

Commissioner Meister closed the public hearing at 4:05 p.m.

Commissioner Meister motioned to positively recommend the Item to Council.

Motion carried.



CONSENT AGENDA ITEM NO. 7.0

FOR COUNCIL: February 13, 2023

WARD IMPACTED: Ward 6

SUBJECT: Consideration and Action on an Application from Hendrick's Haven, Inc., d/b/a Digger's Again!, Located at 230 E. Front St., Requesting an Approval of a Change of Ownership for the Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Change in Ownership be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

Objective 3a. Retention and growth of current local businesses

BACKGROUND: Peggy Bateman, Owner of Diggers Again!, currently located at 230 E. Front St., holds a Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) liquor license. Hendricks' Haven, LLC (Applicant), intends to purchase the establishment and has requested approval of a change of ownership. The City of Bloomington Code requires that whenever there is going to be a change in corporate ownership of 5% or greater, the change must be approved by the Liquor Commission.

The ownership structure changes are reflected below:

Current Ownership Structure: Peggy Bateman, 100%

Proposed Ownership Structure: Betty Hendricks, 95%; and Derek Sample, 5%

On January 10, 2023, the Liquor Commission approved the Change in Ownership as presented below.

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, on January 1, 2023, a public notice was published in *The Pantagraph*. 34 notices were mailed to properties adjacent to the Applicant property.

FINANCIAL IMPACT: The current annual license fee for a Class TAS liquor license is \$3,300, will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2023 Budget Book titled "Budget Overview & General Fund" on page 132. 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: ED-1 Ensure a broad range of employment opportunities for all residents. 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](#)

[CLK 3C Draft Minutes](#)

Liquor License Application

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

Legal Entity Name (Corporate/LLC Name)	Hendricks' Haven
Doing Business As (DBA) OR Establishment Name <i>(Assumed names must be registered with the State of Illinois)</i>	Digger's Again!
Legal Entity Address <i>(including City, State, and Zip)</i>	1409 S. Low Bloomington, IL 61701
Legal Entity Phone Number	3092616577
Legal Entity Email Address	bettyahendricks19@yahoo.com
Establishment Address including Zip	230 E. Front Bloomington, IL 61701
Establishment Phone Number	309-829-3757
Establishment Email Address	bettyahendricks19@yahoo.com
*Email Address for <u>ALL</u> City Communications:	bettyahendricks19@yahoo.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
Betty Hendricks	Bloomington	IL	61701
Phone Number	Email Address		

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**

☐ **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 ☒ 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 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) Tavern
- What class of liquor license is being sought? (See descriptions beginning on page 1.) TA
- ☒ 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: _____
 Taking over for current owner after many years of employment
- If approved, how would the liquor license benefit the City and its residents? _____
 Jobs, safe place for residents to socialize
- ☐ 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? _____
- 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:	2pm	1am
Tuesday:	2pm	1am
Wednesday:	2pm	1am
Thursday:	2pm	1am
Friday:	2pm	2am
Saturday:	12pm	2am
Sunday:	12pm	1am
- Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.)
Commercial on both sides
 - If there are office or commercial buildings nearby, approximately what are their hours of operation?
8-5pm. 11-10pm
 - Is the area predominately residential, are they single or multi-family homes?
A few apartments at end of block and across the street
- Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.)
Front Street, 2 way traffic, 2 hour parking Mon-fri 8-430
- How much additional traffic is expected to be generated with a liquor license? _____
N/a
- Describe any and all on- and off-street parking: _____
2 hour parking on street Mon-Fri 8am-5pm, open parking all other times. Public parking lot offered less
- How many establishments with liquor licenses are located within 500 ft. of the establishment? 2

**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? *Accidentally clicked No*
4. ☐ Yes ☐ No Has any owner, partner, officer, member, or majority stockholder ever held a liquor license?
 4A If yes, please explain: _____
 5% partner holds other liquor licenses in Bloomington
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.

Betty Hendricks

Owner

Name (Please Print)

Title

12/13/2022

Signature

Date



Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number	74020526
Entity Name	HENDRICKS' HAVEN, INC.
Status	ACTIVE

Entity Information
Entity Type CORPORATION
Type of Corp DOMESTIC BCA
Incorporation Date (Domestic) Wednesday, 14 December 2022
State ILLINOIS
Duration Date PERPETUAL

Agent Information
Name

GEORGE C. WOOD
Address 207 W JEFFERSON ST STE 400 BLOOMINGTON , IL 61701
Change Date Wednesday, 14 December 2022

Annual Report
Filing Date 00/00/0000
For Year

[Return to Search](#)

[File Annual Report](#)

[Adopting Assumed Name](#)

[Articles of Amendment Effecting A Name Change](#)

[Change of Registered Agent and/or Registered Office](#)

(One Certificate per Transaction)

12:18 PM

12/13/22

Accrual Basis

Digger's Again

Income Statement

December 2021 through November 2022

	Dec '21 - Nov 22
Ordinary Income/Expense	
Income	
Sales	247,935.52
Gaming	84,271.85
Total Income	332,207.37
Cost of Goods Sold	
Beer Expense	32,836.17
Liquor Expense	107,319.47
Total COGS	140,155.64
Gross Profit	192,051.73
Expense	
Advertising	3,900.00
Bank Service Charges	512.50
Bar/Restaurant Supplies	22,094.27
Cleaning and Towels	4,763.82
Contributions	1,070.00
Fines	600.00
Entertainment	187.42
Insurance	5,605.75
Interest	7.58
Licenses and Permits	7,814.67
Meals	1,388.05
Miscellaneous	16.95
Office Supplies	71.67
Payroll Tax	4,023.40
Professional Fees	3,320.00
Rent Expense	
Building	42,000.00
Total Rent Expense	42,000.00
Repairs and Maintenance	
Building	4,729.88
Total Repairs and Maintenance	4,729.88
Salaries and Wages	44,277.00
Security	495.00
Taxes	
City	4,921.58
Sales	19,209.00
Total Taxes	24,130.58
Towels	190.25
Utilities	14,259.18
Total Expense	185,457.97
Net Ordinary Income	6,593.76
Net Income	6,593.76



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

Illinois Business Tax (IBT) #:

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

Describe your type of Business: Tavern

DBA Business Name: Digger's Again!

Address: 230 E. Front
Bloomington, IL 61701

Contact: Betty Hendricks

Phone: [REDACTED] **Fax:** N/A

Email: [REDACTED]

Owner/Corporate Name: Hendricks' Haven
(if different from above)

Address: [REDACTED]
Bloomington, IL 61701

Contact:

Phone: **Fax:**

Email:

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

Type of Organization:

☐ Sole Proprietorship
☒ Corporation
☐ Other _____

☐ Partnership
☐ LLC

**Mail,
Drop Off,
Fax, or
Email to:**

Address: The Hub
115 E. Washington Street
Suite 103
Bloomington, IL 61701

Fax: 309-434-2463

Email: LocalTax@cityblm.org

Phone: 309-434-2233

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

Signature of Officer Empowered to Sign

Date

Betty Hendricks Owner
Print Name and Title

Hendricks' Haven List of owners

Betty Ann Hendricks

[REDACTED]

95%OWNER

James Derek Sample

[REDACTED]

5% OWNER

Betty Ann Hendricks financial Statement

ISU Credit Union...apx \$6000.00

Cefcu Credit Union..apx \$1000.00

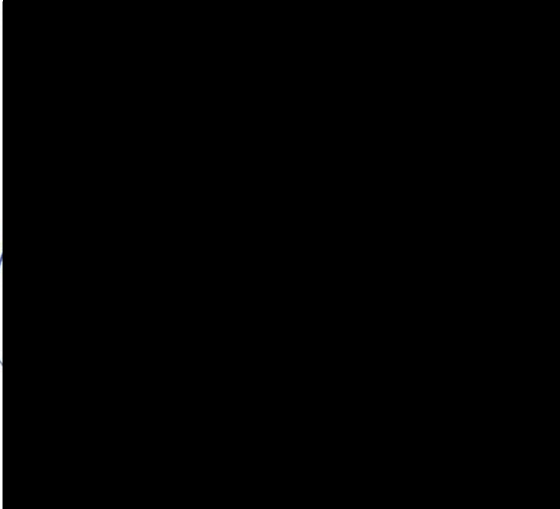
2007 Envoy...apx \$3000.00

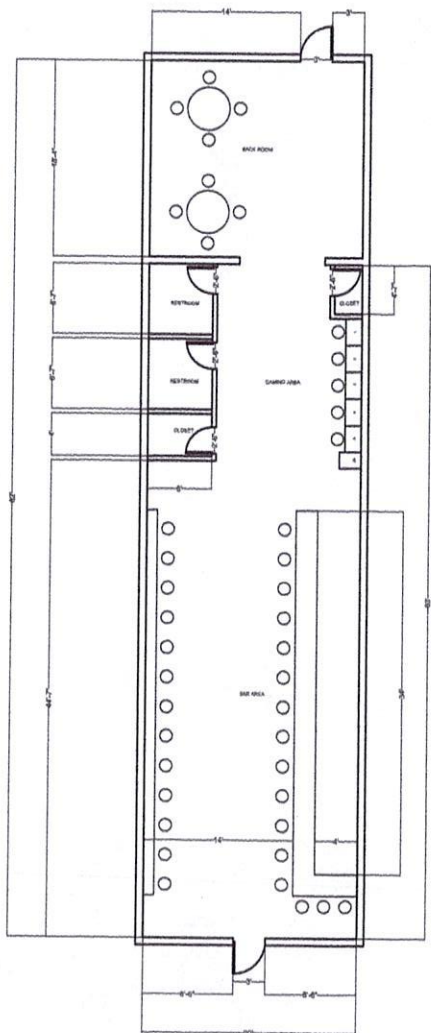
Apx \$6000.00 in Credit card debt.

12-10-2022

To Whom it may concern,

Hendricks' Haven (Betty Hendricks) plans to purchase Diggers Again! from Peggy Bateman.
The business is located at 230 E. Front in Bloomington, IL. The purchase date is ASAP.





DIGGER'S AGAIN	
1-5	VIDEO GAMING TERMINALS
RT	RECEPTACLE TERMINAL



General Notes

No.	Revision/Issue	Date
-----	----------------	------

Firm Name and Address

J HAYNE DESIGN

Project Name and Address

DIGGER'S AGAIN
230 E FRONT ST.
BLOOMINGTON, IL

Project	Sheet
DIGGER'S AGAIN	A101
Date	4/21/2020
Scale	3/16" = 1'-0"

LEASE Agreement

LESSOR Agrees to Lease

230 E FRONT ST. Bloomington IL.

TO: HENDRICKS' HAVEN INC. for

A Period of one year beginning
when Applied for Ligoor Lic.
Goes INTO effect.

LESSOR

230 FRONT INC.

PRESIDENT: [REDACTED]

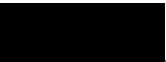
Lessee

Hendricks' HAVEN INC.

[REDACTED]

FORM **BCA 2.10**
ARTICLES OF INCORPORATION
Business Corporation Act

Filing Fee: \$150

File #: 

Approved By: MAP

FILED
DEC 14 2022

Jesse White
Secretary of State

1. Corporate Name: HENDRICKS' HAVEN, INC.

2. Initial Registered Agent: GEORGE C. WOOD

First Name	Middle Initial	Last Name
		
<u>BLOOMINGTON</u>	<u>IL</u>	<u>McLEAN</u>
City	ZIP Code	County

3. Purposes for which the Corporation is Organized:

The transaction of any or all lawful businesses for which corporations may be incorporated under the Illinois Business Corporation Act.

4. Authorized Shares, Issued Shares and Consideration Received:

Class	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
<u>COMMON</u>	<u>10000</u>	<u>1000</u>	<u>\$ 1000</u>

NAME & ADDRESS OF INCORPORATOR

5. The undersigned incorporator hereby declares, under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated DECEMBER 14, 2022
Month & Day Year

BETTY HENDRICKS

Name


Street

<u>BLOOMINGTON</u>	<u>IL</u>	<u>00006-1701</u>
City/Town	State	ZIP Code

This document was generated electronically at www.ilsos.gov



EIN Assistant

Your Progress: 1. Identity 2. Authenticate 3. Address 4. Details 5. EIN Confirmation

Congratulations! Your EIN has been successfully assigned.

EIN Assigned [REDACTED]

Legal Name: HENDRICKS HAVEN INC

IMPORTANT:

Save and/or print this page and the confirmation letter below for your permanent records.

The confirmation letter below is your official IRS notice and contains important information regarding your EIN.



[CLICK HERE for Your EIN Confirmation Letter](#)

[Help with saving and printing your letter](#)

Once you have saved or printed your letter, click "Continue" to get additional information about using your new EIN.

Continue >>

Help Topics

[What if I do not have access to a printer at this time?](#)

[Can I access this letter at a later date?](#)

Date of this notice: 12-14-2022

Employer Identification Number:
[REDACTED]

Form: SS-4

Number of this notice: CP 575 A

HENDRICKS HAVEN INC
230 E FRONT ST
BLOOMINGTON, IL 61701

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 92-1345804. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 940	01/31/2024
Form 944	01/31/2024
Form 1120	04/15/2023

Your Form 11C and/or 730 becomes due the month after your wagering starts.

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit www.irs.gov/efebusproviders for a list of companies that offer IRS e-file for business products and services.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is HEND. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, *Safeguarding Taxpayer Data: A Guide for Your Business*.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records.

CP 575 A (Rev. 7-2007)

Return this part with any correspondence
so we may identify your account. Please
correct any errors in your name or address.

CP 575 A

9999999999

Your Telephone Number Best Time to Call
() -

DATE OF THIS NOTICE: 12-14-2022

EMPLOYER IDENTIFICATION NUMBER: [REDACTED]

FORM: SS-4

NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023
[REDACTED]

HENDRICKS HAVEN INC
[REDACTED]
BLOOMINGTON, IL 61701

5. a. Number of Directors constituting the initial board of directors of the corporation: 1
b. Names and Addresses of persons serving as directors until the first annual meeting of shareholders or until their successors are elected and qualify:

6. a. It is estimated that the value of the property to be owned by the corporation for the following year wherever located will be: \$ _____

b. It is estimated that the value of the property to be located within the State of Illinois during the following year will be: \$ _____

c. It is estimated that the gross amount of business that will be transacted by the corporation during the following year will be: \$ _____

d. It is estimated that the gross amount of business that will be transacted from places of business in the State of Illinois during the following year will be: \$ _____

232

Application for Employer Identification Number
(For use by employers, corporations, partnerships, trusts, estates, churches,
government agencies, Indian tribal entities, certain individuals, and others.)
▶ Go to www.irs.gov/FormSS4 for instructions and the latest information.
▶ See separate instructions for each line. ▶ Keep a copy for your records.

OMB No. 1545-0003

EIN

Type or print clearly.	1 Legal name of entity (or individual) for whom the EIN is being requested Hendricks' Haven, INC.							
	2 Trade name of business (if different from name on line 1)		3 Executor, administrator, trustee, "care of" name					
	4a Mailing address (room, apt., suite no. and street, or P.O. box) 230 E. Front Street		5a Street address (if different) (Do not enter a P.O. box.)					
	4b City, state, and ZIP code (if foreign, see instructions) Bloomington, IL 61701		5b City, state, and ZIP code (if foreign, see instructions)					
	6 County and state where principal business is located McLean County, Illinois							
	7a Name of responsible party Betty Hendricks		7b SSN, ITIN, or EIN [REDACTED]					
	8a Is this application for a limited liability company (LLC) (or a foreign equivalent)? ☐ Yes ☒ No		8b If 8a is "Yes," enter the number of LLC members ▶					
	8c If 8a is "Yes," was the LLC organized in the United States? ☐ Yes ☐ No							
	9a Type of entity (check only one box). Caution. If 8a is "Yes," see the instructions for the correct box to check. ☐ Sole proprietor (SSN) ☐ Estate (SSN of decedent) ☐ Partnership ☐ Plan administrator (TIN) ☒ Corporation (enter form number to be filed) ▶ BCA 2.10 (IL.) ☐ Trust (TIN of grantor) ☐ Personal service corporation ☐ Military/National Guard ☐ State/local government ☐ Church or church-controlled organization ☐ Farmers' cooperative ☐ Federal government ☐ Other nonprofit organization (specify) ▶ ☐ REMIC ☐ Indian tribal governments/enterprises ☐ Other (specify) ▶ Group Exemption Number (GEN) if any ▶							
	9b If a corporation, name the state or foreign country (if applicable) where incorporated Illinois		Foreign country					
10 Reason for applying (check only one box) ☒ Started new business (specify type) ▶ S-Corp Tavrn ☐ Hired employees (Check the box and see line 13.) ☐ Compliance with IRS withholding regulations ☐ Other (specify) ▶ ☐ Banking purpose (specify purpose) ▶ ☐ Changed type of organization (specify new type) ▶ ☐ Purchased going business ☐ Created a trust (specify type) ▶ ☐ Created a pension plan (specify type) ▶								
11 Date business started or acquired (month, day, year). See instructions. January 2023		12 Closing month of accounting year December						
13 Highest number of employees expected in the next 12 months (enter -0- if none). If no employees expected, skip line 14. <table border="1"><thead><tr><th>Agricultural</th><th>Household</th><th>Other</th></tr></thead><tbody><tr><td>0</td><td>0</td><td>2</td></tr></tbody></table>		Agricultural	Household	Other	0	0	2	14 If you expect your employment tax liability to be \$1,000 or less in a full calendar year and want to file Form 944 annually instead of Forms 941 quarterly, check here. (Your employment tax liability generally will be \$1,000 or less if you expect to pay \$4,000 or less in total wages.) If you do not check this box, you must file Form 941 for every quarter. ☐
Agricultural	Household	Other						
0	0	2						
15 First date wages or annuities were paid (month, day, year). Note: If applicant is a withholding agent, enter date income will first be paid to nonresident alien (month, day, year) ▶								
16 Check one box that best describes the principal activity of your business. ☐ Construction ☐ Rental & leasing ☒ Transportation & warehousing ☐ Health care & social assistance ☐ Wholesale-agent/broker ☐ Real estate ☐ Manufacturing ☐ Finance & insurance ☐ Accommodation & food service ☐ Wholesale-other ☐ Retail ☐ Other (specify) ▶								
17 Indicate principal line of merchandise sold, specific construction work done, products produced, or services provided. Owning and operating a tavern.								
18 Has the applicant entity shown on line 1 ever applied for and received an EIN? ☐ Yes ☒ No If "Yes," write previous EIN here ▶								
Third Party Designee	Complete this section only if you want to authorize the named individual to receive the entity's EIN and answer questions about the completion of this form.							
	Designee's name George C. Wood Address and ZIP code 207 W. Jefferson Street, Suite 400, Bloomington, IL 61701							
Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.		Designee's telephone number (include area code) [REDACTED]						
Name and title [REDACTED] ident		Designee's fax number (include area code) [REDACTED]						
Signature ▶ [REDACTED]		Applicant's telephone number (include area code) [REDACTED]						
Date ▶		Applicant's fax number (include area code)						

MINUTES OF MEETING OF SHAREHOLDERS
FOR CALENDAR YEAR 2023

I, the undersigned, being the sole holder of all of the shares in the Illinois Corporation known as HENDRICKS' HAVEN, Inc., do hereby take the following corporate action:

Election of Board of Directors

RESOLVED, the following are hereby elected as Members of the Board of Directors of the corporation for the calendar year 2023 to act as such members of the board until their successors have been duly elected and qualified:

Betty Hendricks

James Derek Sample

General Items

RESOLVED, the undersigned hereby elects to make no changes to the corporation By-Laws and agrees to continue the operation of the corporation thereunder.

Dated: _____, 2023

[Redacted Signature]

Betty Hendricks, Shareholder

[Redacted Signature]

James Derek Sample, Shareholder

BY-LAWS
OF
HENDRICKS' HAVEN, INC.

ARTICLE I

OFFICES

The corporation shall continuously maintain in the State of Illinois a registered office and a registered agent whose office is identical with such registered office, and may have other offices within or without the state.

ARTICLE II

SHAREHOLDERS

SECTION 1. ANNUAL MEETING. An annual meeting of the shareholders shall be held on the 15th day of January of each year for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day.

SECTION 2. SPECIAL MEETINGS. Special meetings of the shareholders may be called either by the president, by the board of directors, or by the holders of not less than one-fifth of all the outstanding shares of the corporation, for the purpose or purposes stated in the call of the meeting.

SECTION 3. PLACE OF MEETING. The board of directors may designate any place as the place of meeting for any annual meeting or for any special meeting called by the board of directors. If no designation is made, or if a special meeting is otherwise called, the place of meeting shall be at the registered office of the corporation.

SECTION 4. NOTICE OF MEETINGS. Written notice stating the place, date, and hour of the meeting, and in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than forty days before the date of the meeting or in the case of a merger or consolidation not less than twenty nor more than forty days before the meeting, either personally or by mail, by or at the direction of the president, or the secretary, or the officer or persons calling the meeting, to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the shareholder at his/her address as it appears on the records of the corporation, with postage thereon prepaid. When a meeting is adjourned to another time or place,

notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken.

SECTION 5. FIXING OF RECORD DATE. For the purpose of determining the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or to receive payment of any dividend, or other distribution or allotment of any rights, or to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the board of directors of the corporation may fix in advance a record date which shall not be more than sixty days and, for a meeting of shareholders, not less than ten days, or in the case of a merger or consolidation not less than twenty days, before the date of such meeting. If no record date is fixed, the record date for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders shall be the date on which notice of the meeting is mailed, and the record date for the determination of shareholders for any other purpose shall be the date on which the board of directors adopts the resolution relating thereto. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting.

SECTION 6. VOTING LISTS. The officer or agent having charge of the transfer books for shares of the corporation shall make, at least ten days before each meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, showing the address of and the number of shares registered in the name of the shareholder, which list, for a period of ten days prior to such meeting, shall be kept on file at the registered office of the corporation and shall be open to inspection by any shareholder for any purpose germane to the meeting, at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and may be inspected by any shareholder during the whole time of the meeting. The original share ledger or transfer book, or a duplicate thereof kept in this State, shall be prima facie evidence as to who are the shareholders entitled to examine such list or share ledger or transfer book or to vote at any meeting of shareholders.

SECTION 7. QUORUM. The holders of a majority of the outstanding shares of the corporation, present in person or represented by proxy, shall constitute a quorum at any meeting of shareholders; provided that if less than a majority of the outstanding shares are represented at said meeting, a majority of the shares so represented may adjourn the meeting at any time without further notice. If a quorum is present, the affirmative vote of the majority of the shares represented at the meeting shall be the act of the shareholders, unless the vote of a greater number or voting by classes is required by The Business Corporation Act, the articles of incorporation or these by-laws. At any adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting. Withdrawal of shareholders from any meeting shall not cause failure of a duly constituted quorum at that meeting.

SECTION 8. PROXIES. Each shareholder entitled to vote at a meeting of shareholders or to express consent or dissent to corporate action in writing without a meeting may

authorize another person or persons to act for him/her by proxy, but no such proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

SECTION 9. VOTING OF SHARES. Each outstanding share, regardless of class, shall be entitled to one vote upon each matter submitted to vote at a meeting of shareholders.

SECTION 10. VOTING OF SHARES BY CERTAIN HOLDERS. Shares standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent, or proxy as the by-laws of such corporation may prescribe, or, in the absence of such provision, as the board of directors of such corporation may determine.

Shares standing in the name of a deceased person, a minor ward or an incompetent person, may be voted by his/her administrator, executor, court appointed guardian, or conservator, either in person or by proxy without a transfer of such shares into the name of such administrator, executor, court appointed guardian, or conservator. Shares standing in the name of a trustee may be voted by him/her, either in person or by proxy.

Shares standing in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his/her name if authority so to do be contained in an appropriate order of the court by which such receiver was appointed.

A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

Any number of shareholders may create a voting trust for the purpose of conferring upon a trustee or trustees the right to vote or otherwise represent their share, for a period not to exceed ten years, by entering into a written voting trust agreement specifying the terms and conditions of the voting trust, and by transferring their shares to such trustee or trustees for the purpose of the agreement. Any such trust agreement shall not become effective until a counterpart of the agreement is deposited with the corporation at its registered office. The counterpart of the voting trust agreement so deposited with the corporation shall be subject to the same right of examination by a shareholder of the corporation, in person or by agent or attorney, as are the books and records of the corporation, and shall be subject to examination by any holder of a beneficial interest in the voting trust, either in person or by agent or attorney, at any reasonable time for any proper purpose.

Shares of its own stock belonging to this corporation shall not be voted, directly or indirectly, at any meeting and shall not be counted in determining the total number of outstanding shares at any given time, but shares of its own stock held by it in a fiduciary capacity may be voted and shall be counted in determining the total number of outstanding shares at any given time.

SECTION 11. CUMULATIVE VOTING. In all elections for directors, every shareholder shall have the right to vote, in person or by proxy, the number of shares owned by him/her, for as many persons as there are directors to be elected, or to cumulate said shares, and give one candidate as many votes as the number of directors multiplied by the number of his/her shares shall equal, or to distribute them on the same principle among as many candidates as he shall see fit.

SECTION 12. INSPECTORS. At any meeting of shareholders, the presiding officer may, or upon the request of any shareholder shall appoint one or more persons as inspectors for such meeting.

Such inspectors shall ascertain and report the number of shares represented at the meeting, based upon their determination of the validity and effect of proxies; count all votes and report the results; and do such other acts as are proper to conduct the election and voting with impartiality and fairness to all the shareholders.

Each report of an inspector shall be in writing and signed by him/her or by a majority of them if there is more than one inspector acting at such meeting. If there is more than one inspector, the report of a majority shall be the report of the inspectors. The report of the inspector or inspectors on the number of shares represented at the meeting and the results of the voting shall be prima facie evidence thereof.

SECTION 13. INFORMAL ACTION BY SHAREHOLDERS. Any action required to be taken at a meeting of the shareholders, or any other action which may be taken at a meeting of the shareholders, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

SECTION 14. VOTING BY BALLOT. Voting on any question or in any election may be by voice unless the presiding officer shall order or any shareholder shall demand that voting be by ballot.

ARTICLE III

DIRECTORS

SECTION 1. GENERAL POWERS. The business of the corporation shall be managed by its board of directors.

SECTION 2. NUMBER, TENURE AND QUALIFICATIONS. The number of directors of the corporation shall be two. Each director shall hold office until the next annual meeting of shareholders or until his/her successor shall have been elected and qualified. Directors need not be residents of Illinois or shareholders of the corporation. The number of directors may be

increased or decreased from time to time by the amendment of this section; but no decrease shall have the effect of shortening the term of any incumbent director.

SECTION 3. REGULAR MEETINGS. A regular meeting of the board of directors shall be held without other notice than this by-law, immediately after the annual meeting of shareholders. The board of directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution.

SECTION 4. SPECIAL MEETINGS. Special meetings of the board of directors may be called by or at the request of the president or any two directors. The person or persons authorized to call special meetings of the board of directors may fix any place as the place for holding any special meeting of the board of directors called by them.

SECTION 5. NOTICE. Notice of any special meeting shall be given at least five days previous thereto by written notice to each director at his/her business address. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice is given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegram company. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

SECTION 6. QUORUM. A majority of the number of directors fixed by these by-laws shall constitute a quorum for transaction of business at any meeting of the board of directors, provided that if less than a majority of such number of directors are present at said meeting, a majority of the directors present may adjourn the meeting at any time without further notice. For the purposes of the definition of quorum, Betty Hendricks shall constitute a quorum as it relates to any matter to be addressed by the Board of Directors. Her vote at the Board level shall constitute a quorum and shall control if there is a division among the Board Members.

SECTION 7. MANNER OF ACTING. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number is required by statute, these by-laws, or the articles of incorporation.

SECTION 8. VACANCIES. Any vacancy occurring in the board of directors and any directorship to be filled by reason of an increase in the number of directors, may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose.

SECTION 9. ACTION WITHOUT A MEETING. Unless specifically prohibited by the articles of incorporation or by-laws, any action required to be taken at a meeting of the board of directors, or any other action which may be taken at a meeting of the board of directors, or of any

committee thereof, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the directors entitled to vote with respect to the subject matter thereof, or by all the members of such committee, as the case may be. Any such consent signed by all the directors or all the members of the committee shall have the same effect as an unanimous vote, and may be stated as such in any document filed with the Secretary of State or with anyone else.

SECTION 10. COMPENSATION. The board of directors, by the affirmative vote of a majority of directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all directors for service to the corporation as directors, officers, or otherwise. By resolution of the board of directors, the directors may be paid their expenses, if any, of attendance at each meeting of the board. No such payment previously mentioned in this section shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

SECTION 11. PRESUMPTION OF ASSENT. A director of the corporation who is present at a meeting of the board of directors at which action on any corporate matter is taken shall be conclusively presumed to have assented to the action taken unless his/her dissent shall be entered in the minutes of the meeting or unless he shall file his/her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

SECTION 12. EXECUTIVE COMMITTEE. The board of directors, by resolution adopted by a majority of the number of directors fixed by the by-laws or otherwise, may designate two or more directors to constitute an executive committee, which committee, to the extent provided in such resolution, shall have and exercise all of the authority of the board of directors in the management of the corporation, except as otherwise required by law. Vacancies in the membership of the committee shall be filled by the board of directors at a regular or special meeting of the board of directors. The executive committee shall keep regular minutes of its proceedings and report the same to the board when required.

ARTICLE IV

OFFICERS

SECTION 1. NUMBER. The officers of the corporation shall be a president, one or more vice-presidents, a treasurer, a secretary, and such other officers as may be elected or appointed by the board of directors. Any two or more offices may be held by the same person, except the offices of president and secretary; provided, however, that in cases where all of the shares of a corporation are owned of record by one shareholder and the articles of incorporation or by-laws provide that the number of directors shall be one, the offices of president and secretary may be held by the same person.

SECTION 2. ELECTION AND TERM OF OFFICE. The officers of the corporation shall be elected annually by the board of directors at the first meeting of the board of directors held after each annual meeting of shareholders. If the election of officers shall not be held at such meeting such election shall be held as soon thereafter as conveniently may be. Vacancies may be filled or new offices created and filled at any meeting of the board of directors. Each officer shall hold office until his/her successor shall have been duly elected and shall have qualified or until his/her death or until he shall resign or shall have been removed in the manner hereinafter provided. Election of an officer shall not of itself create contract rights.

SECTION 3. REMOVAL. Any officer elected or appointed by the board of directors may be removed by the board of directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

SECTION R. PRESIDENT. The president shall be the principal executive officer of the corporation. Subject to the direction and control of the board of directors, he shall be in charge of the business of the corporation; he shall see that the resolutions and directions of the board of directors are carried into effect except in those instances in which that responsibility is specifically assigned to some other person by the board of directors; and, in general, he shall discharge all duties incident to the office of president and such other duties as may be prescribed by the board of directors from time to time. He shall preside at all meetings of the shareholders and of the board of directors. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the corporation or a different mode of execution is expressly prescribed by the board of directors or these by-laws, he may execute for the corporation certificates for its shares, and any contracts, deeds, mortgages, bonds, or other instruments which the board of directors has authorized to be executed, and he may accomplish such execution either under or without the seal of the corporation and either individually or with the secretary, any assistant secretary, or any other officer thereunto authorized by the board of directors, according to the requirements of the form of the instrument. He may vote all securities which the corporation is entitled to vote except as and to the extent such authority shall be vested in a different officer or agent of the corporation by the board of directors.

SECTION 5. THE VICE-PRESIDENTS. The vice-president (or in the event there be more than one vice-president, each of the vice-presidents) shall assist the president in the discharge of his/her duties as the president may direct and shall perform such other duties as from time to time may be assigned to him/her by the president or by the board of directors. In the absence of the president or in the event of his/her inability or refusal to act, the vice-president (or in the event there be more than one vice-president, the vice-presidents in the order designated by the board of directors, or by the president if the board of directors has not made such a designation, or in the absence of any designation, then in the order of seniority of tenure as vice-president) shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. Except in those instances in which the authority to execute

is expressly delegated to another officer or agent of the corporation or a different mode of execution is expressly prescribed by the board of directors or these by-laws, the vice-president (or each of them if there are more than one) may execute for the corporation certificates for its shares and any contracts, deeds, mortgages, bonds or other instruments which the board of directors has authorized to be executed, and he may accomplish such execution either under or without the seal of the corporation and either individually or with the secretary, any assistant secretary or any other officer thereunto authorized by the board of directors, according to the requirements of the form of the instrument.

SECTION 6. THE TREASURER. The treasurer shall be the principal accounting and financial officer of the corporation. He/She shall: (a) have charge of and be responsible for the maintenance of adequate books of account for the corporation; (b) have charge and custody of all funds and securities of the corporation, and be responsible therefor and for the receipt and disbursement thereof; and (c) perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him/her by the president or the board of directors. If required by the board of directors, the treasurer shall give a bond for the faithful discharge of his/her duties in such sum and with such surety or sureties as the board of directors may determine.

SECTION 7. THE SECRETARY. The secretary shall: (a) record the minutes of the shareholders' and of the board of directors' meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these by-laws or as required by law; (c) be custodian of the corporate records and of the seal of the corporation; (d) keep a register of the post-office address of each shareholder which shall be furnished to the secretary by such shareholder; (e) sign with the president, or a vice-president, or any other officer thereunto authorized by the board of directors, certificates for shares of the corporation, the issue of which shall have been authorized by the board of directors, and any contracts, deeds, mortgages, bonds, or other instruments which the board of directors has authorized to be executed, according to the requirements of the form of the instrument, except when a different mode of execution is expressly prescribed by the board of directors or these by-laws; (f) have general charge of the stock transfer books of the corporation; (g) perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him/her by the president or by the board of directors.

SECTION 8. ASSISTANT TREASURERS AND ASSISTANT SECRETARIES. The assistant treasurers and assistant secretaries shall perform such duties as shall be assigned to them by the treasurer or the secretary, respectively, or by the president or the board of directors. The assistant secretaries may sign with the president, or a vice-president, or any other officer thereunto authorized by the board of directors, certificates for shares of the corporation, the issue of which shall have been authorized by the board of directors, and any contracts, deeds, mortgages, bonds, or other instruments which the board of directors has authorized to be executed according to the requirements of the form of the instrument, except when a different mode of execution is expressly prescribed by the board of directors or these by-laws. The assistant treasurers shall

respectively, if required by the board of directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the board of directors shall determine.

SECTION 9. SALARIES. The salaries of the officers shall be fixed from time to time by the board of directors and no officer shall be prevented from receiving such salary by reason of the fact that he is also a director of the corporation.

ARTICLE V

CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 1. CONTRACTS. The board of directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation and such authority may be general or confined to specific instances.

SECTION 2. LOANS. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the board of directors. Such authority may be general or confined to specific instances.

SECTION 3. CHECKS, DRAFTS, ETC. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the board of directors.

SECTION 4. DEPOSITS. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the board of directors may select.

ARTICLE VI

CERTIFICATES FOR SHARES AND THEIR TRANSFER

SECTION 1. CERTIFICATES FOR SHARES. Certificates representing shares of the corporation shall be signed by the president or a vice-president or by such officer as shall be designated by resolution of the board of directors and by the secretary or an assistant secretary, and shall be sealed with the seal or a facsimile of the seal of the corporation. If both of the signatures of the officers be by facsimile, the certificate shall be manually signed by or on behalf of a duly authorized transfer agent or clerk. Each certificate representing shares shall be consecutively numbered or otherwise identified, and shall also state the name of the person to whom issued, the number and class of shares (with designation of series, if any), the date of issue, that the corporation is organized under Illinois law, and the par value or a statement that the shares are without par value. If the corporation is authorized and does issue shares of more than one class or of series

within a class, the certificate shall also contain such information or statement as may be required by law.

The name and address of each shareholder, the number and class of shares held, and the date on which the certificates for the shares were issued shall be entered on the books of the corporation. The person in whose name shares stand on the books of the corporation shall be deemed the owner thereof for all purposes as regards the corporation.

SECTION 2. LOST CERTIFICATES. If a certificate representing shares has allegedly been lost or destroyed, the board of directors may in its discretion, except as may be required by law, direct that a new certificate be issued upon such indemnification and other reasonable requirements as it may impose.

SECTION 3. TRANSFERS OF SHARES. Transfers of shares of the corporation shall be recorded on the books of the corporation and, except in the case of a lost or destroyed certificate, shall be made on surrender for cancellation of the certificate for such shares. A certificate presented for transfer must be duly endorsed and accompanied by proper guaranty of signature and other appropriate assurances that the endorsement is effective.

ARTICLE VII

FISCAL YEAR

The fiscal year of the corporation shall be fixed by resolution of the board of directors.

ARTICLE VIII

DIVIDENDS

The board of directors may from time to time declare, and the corporation may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by law and its articles of incorporation.

ARTICLE IX

WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of these by-laws or under the provisions of the articles of incorporation or under the provisions of The Business Corporation Act of the State of Illinois, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE X

AMENDMENTS

The power to make, alter, amend, or repeal the by-laws of the corporation shall be vested in the board of directors, unless reserved to the shareholders by the articles of incorporation. The by-laws may contain any provisions for the regulation and management of the affairs of the corporation not inconsistent with law or the articles of incorporation.

The undersigned certifies that they have adopted the foregoing by-laws for HENDRICKS' HAVEN, Inc. this ____ day of _____, 2023

[Redacted Signature]

Betty Hendricks, Shareholder

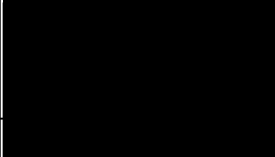
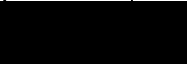
[Redacted Signature]

James Derek Sample, Shareholder

Name

Employer identification number

Part I Election Information (continued) **Note:** If you need more rows, use additional copies of page 2.

J Name and address of each shareholder or former shareholder required to consent to the election. (see instructions)	K Shareholder's Consent Statement Under penalties of perjury, I declare that I consent to the election of the above-named corporation (entity) to be an S corporation under section 1362(a) and that I have examined this consent statement, including accompanying documents, and, to the best of my knowledge and belief, the election contains all the relevant facts relating to the election, and such facts are true, correct, and complete. I understand my consent is binding and may not be withdrawn after the corporation (entity) has made a valid election. If seeking relief for a late filed election, I also declare under penalties of perjury that I have reported my income on all affected returns consistent with the S corporation election for the year for which the election should have been filed (see beginning date entered on line E) and for all subsequent years.		L Stock owned or percentage of ownership (see instructions)		M Social security number or employer identification number (see instructions)	N Shareholder's tax year ends (month and day)
	Signature	Date	Number of shares or percentage of ownership	Date(s) acquired		
Betty Hendricks			95%			12/31
James Derek Sample			5%			12/31

Name

Employer identification number

Part II Selection of Fiscal Tax Year (see instructions)**Note:** All corporations using this part must complete item O and item P, Q, or R.**O** Check the applicable box to indicate whether the corporation is:

1. ☐ A new corporation **adopting** the tax year entered in item F, Part I.
2. ☐ An existing corporation **retaining** the tax year entered in item F, Part I.
3. ☐ An existing corporation **changing** to the tax year entered in item F, Part I.

P Complete item P if the corporation is using the automatic approval provisions of Rev. Proc. 2006-46, 2006-45 I.R.B. 859, to request (1) a natural business year (as defined in section 5.07 of Rev. Proc. 2006-46) or (2) a year that satisfies the ownership tax year test (as defined in section 5.08 of Rev. Proc. 2006-46). Check the applicable box below to indicate the representation statement the corporation is making.

1. Natural Business Year ► ☐ I represent that the corporation is adopting, retaining, or changing to a tax year that qualifies as its natural business year (as defined in section 5.07 of Rev. Proc. 2006-46) and has attached a statement showing separately for each month the gross receipts for the most recent 47 months. See instructions. I also represent that the corporation is not precluded by section 4.02 of Rev. Proc. 2006-46 from obtaining automatic approval of such adoption, retention, or change in tax year.
2. Ownership Tax Year ► ☐ I represent that shareholders (as described in section 5.08 of Rev. Proc. 2006-46) holding more than half of the shares of the stock (as of the first day of the tax year to which the request relates) of the corporation have the same tax year or are concurrently changing to the tax year that the corporation adopts, retains, or changes to per item F, Part I, and that such tax year satisfies the requirement of section 4.01(3) of Rev. Proc. 2006-46. I also represent that the corporation is not precluded by section 4.02 of Rev. Proc. 2006-46 from obtaining automatic approval of such adoption, retention, or change in tax year.

Note: If you do not use item P and the corporation wants a fiscal tax year, complete either item Q or R below. Item Q is used to request a fiscal tax year based on a business purpose and to make a back-up section 444 election. Item R is used to make a regular section 444 election.**Q** Business Purpose—To request a fiscal tax year based on a business purpose, check box Q1. See instructions for details including payment of a user fee. You may also check box Q2 and/or box Q3.

1. Check here ► ☐ If the fiscal year entered in item F, Part I, is requested under the prior approval provisions of Rev. Proc. 2002-39, 2002-22 I.R.B. 1046. Attach to Form 2553 a statement describing the relevant facts and circumstances and, if applicable, the gross receipts from sales and services necessary to establish a business purpose. See the instructions for details regarding the gross receipts from sales and services. If the IRS proposes to disapprove the requested fiscal year, do you want a conference with the IRS National Office?

☐ Yes ☐ No

2. Check here ► ☐ to show that the corporation intends to make a back-up section 444 election in the event the corporation's business purpose request is not approved by the IRS. See instructions for more information.

3. Check here ► ☐ to show that the corporation agrees to adopt or change to a tax year ending December 31 if necessary for the IRS to accept this election for S corporation status in the event (1) the corporation's business purpose request is not approved and the corporation makes a back-up section 444 election, but is ultimately not qualified to make a section 444 election, or (2) the corporation's business purpose request is not approved and the corporation did not make a back-up section 444 election.

R Section 444 Election—To make a section 444 election, check box R1. You may also check box R2.

1. Check here ► ☐ to show that the corporation will make, if qualified, a section 444 election to have the fiscal tax year shown in item F, Part I. To make the election, you must complete **Form 8716**, Election To Have a Tax Year Other Than a Required Tax Year, and either attach it to Form 2553 or file it separately.

2. Check here ► ☐ to show that the corporation agrees to adopt or change to a tax year ending December 31 if necessary for the IRS to accept this election for S corporation status in the event the corporation is ultimately not qualified to make a section 444 election.

Name	Employer identification number
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Part III **Qualified Subchapter S Trust (QSST) Election Under Section 1361(d)(2)*** **Note:** If you are making more than one QSST election, use additional copies of page 4.

Income beneficiary's name and address	Social security number
Trust's name and address	Employer identification number

Date on which stock of the corporation was transferred to the trust (month, day, year) ►

In order for the trust named above to be a QSST and thus a qualifying shareholder of the S corporation for which this Form 2553 is filed, I hereby make the election under section 1361(d)(2). Under penalties of perjury, I certify that the trust meets the definitional requirements of section 1361(d)(3) and that all other information provided in Part III is true, correct, and complete.

Signature of income beneficiary or signature and title of legal representative or other qualified person making the election	Date
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* Use Part III to make the QSST election only if stock of the corporation has been transferred to the trust on or before the date on which the corporation makes its election to be an S corporation. The QSST election must be made and filed separately if stock of the corporation is transferred to the trust **after** the date on which the corporation makes the S election.

Part IV **Late Corporate Classification Election Representations** (see instructions)

If a late entity classification election was intended to be effective on the same date that the S corporation election was intended to be effective, relief for a late S corporation election must also include the following representations.

- 1 The requesting entity is an eligible entity as defined in Regulations section 301.7701-3(a);
- 2 The requesting entity intended to be classified as a corporation as of the effective date of the S corporation status;
- 3 The requesting entity fails to qualify as a corporation solely because Form 8832, Entity Classification Election, was not timely filed under Regulations section 301.7701-3(c)(1)(i), or Form 8832 was not deemed to have been filed under Regulations section 301.7701-3(c)(1)(v)(C);
- 4 The requesting entity fails to qualify as an S corporation on the effective date of the S corporation status solely because the S corporation election was not timely filed pursuant to section 1362(b); **and**
- 5a The requesting entity timely filed all required federal tax returns and information returns consistent with its requested classification as an S corporation for all of the years the entity intended to be an S corporation and no inconsistent tax or information returns have been filed by or with respect to the entity during any of the tax years, **or**
- b The requesting entity has not filed a federal tax or information return for the first year in which the election was intended to be effective because the due date has not passed for that year's federal tax or information return.

RESOLUTIONS ADOPTED BY DIRECTORS OF HENDRICKS' HAVEN, INC.

The first meeting of the initial Board of Directors of HENDRICKS' HAVEN, INC., an Illinois Corporation, duly organized and existing under the laws of the State of Illinois was held at Bloomington, Illinois on _____, 2023, at _____ M., pursuant to call and notice by a majority of the Directors of the Corporation. The following Directors were present:

Betty Hendricks
James Derek Sample

Organization – The Chair reported that the Secretary of State of the State of Illinois on _____, 2023, had issued a certificate of incorporation of the corporation numbered _____, and that the articles of incorporation was filed for record on _____, 2023, in the office of the Recorder of the County of McLean in the State of Illinois, and recorded as document number _____.

Bylaws – The Secretary presented bylaws for consideration, they were adopted as the bylaws of the Corporation, and the Secretary was instructed to cause the same to be inserted in the minute book of the Corporation immediately following the minutes of this meeting.

Officers – The Chair called for the nomination of officers, and the following persons were elected officers of the Corporation, to serve for the terms provided in the bylaws, as set forth:

Office	Name
President	Betty Hendricks
Secretary/Treasurer	James Derek Sample

Organization Expenses – The following resolution was adopted:

RESOLVED: The Corporation shall assume and pay the legal and other expenses incurred in connection with its organization, and the Treasurer is directed to pay all such expenses.

Membership Certificates – The Secretary then presented a form of membership certificate, and the following resolution was adopted:

RESOLVED: Certificates evidencing membership herein shall be in the form of the specimen certificate presented to this meeting, and a specimen Certificate shall be inserted in the minute book immediately following the Minutes of this meeting; and

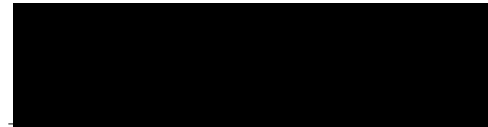
FURTHER RESOLVED: The President and the Secretary are directed to Execute and deliver a certificate of membership in the Corporation to each Member of the Corporation.

Depository Arrangements: -- The following resolution was adopted:

RESOLVED: _____ Bank of PNC,
with its place of business at Bloomington, Illinois, is hereby designated as the depository of money and funds of HENDRICKS' HAVEN, INC., the Corporation; and all of the money and funds of the Corporation shall hereafter be deposited in said bank; such money and funds may be withdrawn only upon checks, orders, and drafts signed by those officers authorized in resolutions attached hereto, said resolutions being hereby approved and adopted as it set forth herein verbatim.

RESOLVED: That the Corporation proceed to carry on the business for which it was incorporated.

Adjournment – There being no further business to come before the meeting, the meeting was adjourned.



Betty Hendricks, President

Motion carried.

The following item was presented:

Item 5.B. Public Hearing and Action on an Application from Hendrick's Haven, Inc., d/b/a Diggers Again!, Located at 230 E. Front St., Requesting an Approval of a Change of Ownership for the Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

Commissioner Meister opened the public hearing at 4:06 p.m.

Betty Hendricks, Potential Owner, after being sworn, addressed the Commission.

Commissioner Meister asked Ms. Hendricks to explain any changes in management or with the bar. Ms. Hendricks spoke about how she had worked with the current owner for over 20 years at the location and did not plan to change anything.

Commissioner Meister confirmed that staff had no concerns.

Leslie Yocum, City Clerk, stated for the record that Betty Hendricks is a 95% owner and Derek Sample will be 5% owner.

Commissioner Meister closed the public hearing at 4:07 p.m.

Commissioner Meister motioned to positively recommend the Item to Council.

Motion carried.

The following item was presented:

Item 5.C. Public Hearing and Action on an Application for Approval of Arlandria, LLC, d/b/a Reality Bites, to Purchase Sport & Bait Lounge Tavern, Inc., and the Premises Located at 304 N. Morris Ave. and for Issuance of a Class TAPS (Tavern, All Types of Alcohol, with Package and Sunday Sales) Liquor License, as requested by the City Clerk Department.

Commissioner Meister opened the public hearing at 4:08 p.m.

Derek Sample, Potential Owner; and Joe Dehn, Attorney for the Applicant, were sworn in. Mr. Dehn clarified that the Item was for the purchase of Sport & Bait Lounge's assets, resulting in Arlandria, LLC, to operate the successive entity at the Sport & Bait location.

George Boyle, Asst. Corporation Counsel, clarified that Arlandria, LLC, requested a separate license. Mr. Dehn said yes; one umbrella corporation (Arlandria, LLC) would own



CONSENT AGENDA ITEM NO. 7.P

FOR COUNCIL: February 13, 2023

WARD IMPACTED: Ward 7

SUBJECT: Consideration and Action on an Application for Approval of Arlandria, LLC, d/b/a Reality Bites for the Creation of a Class TAPS (Tavern, All Types of Alcohol, with Package and Sunday Sales) Liquor License to be held at Sport & Bait Lounge Tavern, Inc., Located at 304 N. Morris Ave., as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Change in Ownership be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

Objective 3a. Retention and growth of current local businesses

BACKGROUND: Arlandria, LLC (Applicant), has applied for a Class TAPS (Tavern, All Types of Alcohol, with Package and Sunday Sales) liquor license to be located at the former Sport & Bait Lounge, located at 304 N. Morris Ave. The Code requires that whenever there has been more than a 5% change in ownership of a corporate license holder, the change must be approved by the Liquor Commission.

On January 10, 2023, the Liquor Commission positively recommended the creation of the TAPS License as requested.

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, on January 1, 2023, a public notice was published in The Pantagraph. 12 notices were mailed to properties adjacent to the applicant property.

FINANCIAL IMPACT: The current annual license fee for a Class TAPS liquor license is \$3,300, which will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2023 Budget Book titled "Budget Overview & General Fund" on page 132. 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: ED-1 Ensure a broad range of employment opportunities for all residents. 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](#)

[CLK 4C Draft Minutes](#)



Liquor License Application

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

Legal Entity Name (Corporate/LLC Name)	ARLANDRIA LLC.
Doing Business As (DBA) OR Establishment Name (Assumed names must be registered with the State of Illinois)	REALTY BITES. ARLANDRIA LLC
Legal Entity Address (including City, State, and Zip)	304 N MORRIS AVENUE, BLOOMINGTON, IL 61701
Legal Entity Phone Number	309 821 8066
Legal Entity Email Address	dsample1989@yahoo.com
Establishment Address including Zip	304 N MORRIS AVE, BLOOMINGTON, IL 61701
Establishment Phone Number	309 821 8066
Establishment Email Address	dsample1989@yahoo.com
*Email Address for ALL City Communications:	dsample1989@yahoo.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
JAMES "DEREK" SAMPLE	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
JAMES "DEREK" SAMPLE	Bloomington	IL	61701
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	
		Semi	Annual	Semi	Annual
PA	Package Sales – All Types of Liquor (Fee applies to all except CA, EA, RA, or TA)	\$600	\$1,200	\$650	\$1,300
PB	Package Sales – Beer and Wine Only	\$450	\$900	\$500	\$1,000
	(Package Sales fee for CB, EB, RB, or TB, but no Package Sales fee applies to CA, EA, RA, or TA)	\$112.50	\$225	\$150	\$300
S	Sunday (Fee applies to all except CA & CB)	\$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**

☐ **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 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:

1. What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) _____
2. What class of liquor license is being sought? (See descriptions beginning on page 1.) _____
3. ☒ Yes ☐ No Will the establishment offer Sunday Sales?
4. ☒ 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>
5. ☐ Yes ☒ No Will the establishment offer an Outdoor Dining Area?
6. State the reason the applicant desires a liquor license for the establishment: _____
7. If approved, how would the liquor license benefit the City and its residents? _____
8. ☐ Yes ☒ No Will the establishment offer live entertainment in the establishment? If yes, please explain: _____
9. ☒ Yes ☐ No Will the proposed or current establishment sell food?
10. ☐ 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? _____
11. If approved, what license renewal billing cycle would be preferred? ☐ Annual ☒ Semi-Annual

Impact of Establishment:

1. What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	7A	1A
Tuesday:	7A	1A
Wednesday:	7A	1A
Thursday:	7A	1A
Friday:	7A	2A
Saturday:	7A	2A
Sunday:	7A	1A

2. Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.)

MIXED

2A. If there are office or commercial buildings nearby, approximately what are their hours of operation?

REXROAD ASSOCIATES: THURS=8A-6P / FRI=8A-6P / SAT=9A-3P / closed SUNDAY / MON 8A-6P / TUE 8A-6P

2B. Is the area predominately residential, are they single or multi-family homes?

IT HAS BOTH

3. Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.)

MORRIS AVE. = TWO-WAY

4. How much additional traffic is expected to be generated with a liquor license? THE BUSINESS IS ALREADY OPERATING SO IT SHOULD NOT AFFECT THE TRAFFIC FROM THE CURRENT.

5. Describe any and all on- and off-street parking:

APPROXIMATELY 25-30 OFF STREET PARKING SPOTS IN THE FRONT + BACK LOT.

6. 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: _____

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:

I AM PURCHASING SPORT & BAIT FROM BRUCE & ZELDA HINCHEE. WE MUST CHANGE SPORT & BAIT'S NAME FOR LLC/CORP BECAUSE OF & NOT LIMITED TO INSURANCE COMPLICATIONS. ADDITIONAL INFORMATION IS AVAILABLE IF NECESSARY.

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.

James P. Sample

PURCHASING OWNER

Title

12/11/22

Date

Signature

Good afternoon Amanda. I left a voicemail with your office answering machine yesterday and wanted to follow up.

Thank you for reaching out. I received the documents that you dropped off at the Hub and I've reviewed the documents. There is not an effective date filled in on the documents but I assume that is because the official sale has not taken place correct? Is the sale contingent upon the approval of the liquor license?

A.) Yes the sale is contingent on the approval of the liquor license.

- List of Owners/Partners/Officers with their name, age, address, and percent of ownership
 - A.) James D. Sample / 32 years old [REDACTED] Bloomington, Illinois 61701 / 100% Owner & President
- Updated Articles of Incorporation (This would have been filed with the State.)
 - A.) We are purchasing the existing corporation so the Aol that was sent previously is still in effect.
- Financial statements for the establishment which include the assets and liabilities
 - A.) I do not currently have access to Butch Hinchee's records but I currently own Everlong Inc. Twostep Inc. Arlandria LLC and soon Sport & Bait Lounge Tavern Inc.
- A current floor plan – I'll verify the physical file in the Clerk Archives Room on Monday to see what we have as well.
 - A.) The floor plan provided before is still current. Also, J&J Ventures gaming had supplied a computer generated copy of the floor plan in their file also. Obviously minus the gaming terminals.

AE - Bloomington
PHCM Income Statement
As of September 30, 2022

Reporting Book:

As of Date:10-1-2022

	Month Ending 09/30/2022	Month Ending 08/31/2022	Month Ending 07/31/2022	Month Ending 06/30/2022	Month Ending 05/31/2022	Month Ending 04/30/2022
	Actual	Actual	Actual	Actual	Actual	Actual
Revenue						
380400 - Private Revenue	5,105.00	11,583.00	33,853.00	29,645.00	16,230.00	15,345.00
380440 - Private Therapy Revenue	0.00	0.00	0.00	0.00	0.00	0.00
380500 - Private Medical Supplies Revenue	0.00	0.00	0.00	0.00	0.00	49.42
380800 - Medicaid - Regular Revenue	91,965.00	124,945.00	64,805.00	74,290.00	67,450.00	64,980.00
380825 - Medicaid Replacement Ins Revenue	95,890.00	98,710.00	102,340.00	70,110.00	68,970.00	64,790.00
380830 - MCO Contractual Allowance	(9,111.54)	(10,410.71)	(7,054.65)	(26,853.46)	(24,799.49)	(23,755.32)
380875 - Medicaid Pending Revenue	(6,665.00)	(1,505.00)	10,785.00	(3,795.00)	5,115.00	1,650.00
381300 - Medicare Indemnity Pharmacy Revenue	2,335.39	3,210.89	0.00	303.45	423.31	0.00
381310 - Medicare Indemnity Lab/XRay Revenue	0.00	0.00	0.00	0.00	0.00	0.00
381320 - Medicare Indemnity PT Revenue	2,414.56	2,331.72	0.00	1,027.46	171.24	504.71
381330 - Medicare Indemnity OT Revenue	1,184.03	1,938.64	0.00	1,037.17	0.00	58.04
381340 - Medicare Indemnity ST Revenue	523.67	0.00	0.00	0.00	0.00	0.00
381350 - Medicare Indemnity Med Supplies Rev	0.00	0.00	0.00	0.00	0.00	0.00
381400 - Medicare HMO Pharmacy Revenue	0.00	0.00	0.00	0.00	0.00	0.00
381450 - Medicare HMO Med Supplies Revenue	0.00	0.00	0.00	0.00	0.00	0.00
381600 - Medicare A - SNF Daily Chg Revenue	13,200.00	9,600.00	12,900.00	16,800.00	20,100.00	16,800.00
381700 - Medicare A - Medical Supplies Revenue	30.00	(1,507.22)	1,047.95	489.27	0.00	0.00
381800 - Medicare A - Pharm (drugs) Revenue	10,475.80	1,209.89	1,303.34	999.60	1,660.62	1,947.48
381900 - Medicare A - Physical Therapy Revenue	438.17	299.92	1,133.37	3,051.76	3,173.82	2,481.58
382000 - Medicare A - Occu Therapy Revenue	331.56	99.40	227.82	459.75	561.89	611.02
382100 - Medicare A - Speech Therapy Revenue	251.31	1,172.78	419.23	526.96	0.00	0.00
382300 - Medicare A - Contr Allow Revenue	(944.48)	2,809.54	8,416.80	6,215.34	6,984.84	9,266.45
382375 - Medicare A - Percentage Payment Reduction	0.00	0.00	0.00	(159.80)	0.00	0.00

383100 - Oxygen Reimbursement Revenue	0.00	0.00	74.80	280.50	289.85	130.90
383300 - Medicare B - Physical Therapy Revenue	5,896.01	5,654.75	6,906.95	10,587.62	7,855.34	4,787.47
383400 - Medicare B - Occupational Therapy Revenue	4,198.53	2,848.76	721.16	637.07	1,825.06	1,802.44
383450 - Medicare B - Contr Allow Revenue	(2,389.72)	(1,775.14)	(1,324.00)	(2,975.91)	(1,521.38)	(751.95)
383451 - Medicare Indemnity Part B Contr Allow	(236.64)	0.00	0.00	(1,577.54)	(2,173.70)	0.00
383453 - Medicare Indemnity Part B - PT Revenue	4,500.93	2,006.45	3,022.70	1,428.58	3,195.58	3,672.85
383454 - Medicare Indemnity Part B - OT Revenue	1,878.53	1,211.30	319.22	256.84	224.62	1,046.55
383455 - Medicare Indemnity Part B - ST Revenue	1,866.50	2,178.96	0.00	83.77	502.62	1,105.71
383459 - Medicare B - MPPR Contractual	(1,858.25)	(1,623.88)	(1,375.37)	(2,172.35)	(1,272.78)	(1,083.88)
383460 - Medicare B - Percentage Payment Reduction	(921.66)	(651.93)	(404.50)	(453.83)	(369.35)	(231.77)
383470 - Charity Therapy Allowance	(1,481.69)	(493.29)	(135.00)	(766.81)	0.00	0.00
383475 - Medicare Indemnity Contractual Allowance	(1,929.31)	(7,729.13)	206.78	(2,689.48)	(1,461.47)	1,345.45
383480 - Medicare HMO Contractual Allowance	0.00	0.00	0.00	0.00	0.00	0.00
383485 - Insurance Contractual Allowance Revenue	0.00	0.00	0.00	0.00	(2,313.32)	0.00
383500 - Medicare B - Speech Revenue	2,963.53	3,658.41	1,140.98	2,274.04	1,560.21	451.21
383700 - Transportation Revenue	55.56	(425.35)	292.47	246.36	0.00	0.00
385100 - Medicaid - Equipment Rental Revenue	0.00	0.00	0.00	0.00	0.00	0.00
385250 - MINS - Therapy Revenue	1,720.11	493.29	707.55	924.51	0.00	0.00
386000 - Medicare A - Lab & X-ray Fees Revenue	0.00	0.00	0.00	0.00	0.00	0.00
388000 - Medicare Indemnity Revenue	13,140.00	27,083.00	1,000.00	10,176.00	(625.00)	2,366.00
389000 - Medicare HMO Revenue	55,040.00	46,845.00	33,325.00	29,260.00	23,560.00	20,330.00
390100 - Meal Income	0.00	0.00	0.00	27.00	21.00	24.00
395200 - Interest Income	53.28	21.82	0.00	0.31	10.13	0.00
395400 - Miscellaneous Income	66.99	64.92	2.50	3.00	0.00	0.00
Total Revenue	289,986.17	323,855.79	274,658.10	219,697.18	195,348.64	189,723.36

Expenses

Expenses 4

400022 - Salaries - CPC	0.00	1,676.50	3,263.75	4,672.50	4,602.50	0.00
400200 - Salaries - DON	7,083.62	3,541.81	7,083.62	7,137.97	7,083.62	7,083.62
400250 - Salaries Non-Productive- DON	0.00	0.00	0.00	0.00	0.00	0.00
400300 - Salaries - RN	15,952.38	14,716.76	15,469.90	16,850.94	14,964.07	12,843.50
400325 - Salaries Overtime - RN	1,714.49	726.75	790.50	1,905.87	1,405.61	306.00
400350 - Salaries Non Productive - RN	852.00	0.00	284.00	1,136.00	544.00	321.30
400400 - Salaries - LPN	2,418.00	2,464.03	2,101.78	1,905.00	2,601.63	2,237.75

400450 - Salaries Non-Productive - LPN	0.00	480.00	240.00	225.00	480.00	0.00
400500 - Salaries - Aides	61,945.62	36,640.10	21,281.90	17,440.40	16,064.60	12,416.60
400525 - Salaries Overtime - CNA	2,343.96	882.94	2,358.60	875.10	556.50	315.00
400550 - Salaries Non-Productive - CNA	30.20	0.00	0.00	0.00	0.00	311.85
400900 - Salaries - Med Records	0.00	934.95	1,764.00	2,217.30	982.58	0.00
401110 - Pharmacy - Part A	1,061.89	944.35	1,737.59	1,021.67	1,707.71	817.96
401175 - Non-covered Public Aid Meds	1,956.64	1,101.71	834.69	420.61	1,065.88	505.87
401190 - IV - Medicaid	0.00	0.00	0.00	(313.05)	451.76	0.00
401195 - IV - Medicare	6,325.63	0.00	0.00	0.00	0.00	29.66
401200 - Medical Supplies	0.00	0.00	0.00	145.03	145.03	11.85
401215 - Medical Waste	120.00	30.00	120.00	30.00	210.00	30.00
401300 - Nursing Supplies - General	4,025.17	4,303.41	3,451.63	3,247.72	5,095.92	2,926.56
401325 - Nursing Supplies - Theraworx	0.00	0.00	0.00	0.00	0.00	0.00
401350 - Oxygen	105.36	238.42	235.84	265.29	325.67	459.52
401400 - Managed Care Insurance Meds	1,441.92	2,125.72	(5.17)	200.98	282.20	1,635.79
402100 - Consultant - Medical Director	2,000.00	2,000.00	3,200.00	2,000.00	2,000.00	2,000.00
402125 - Consultant - Telehealth	350.00	350.00	350.00	350.00	350.00	350.00
402400 - Consultant - Pharmacy	425.00	510.00	425.00	446.25	297.50	361.25
402500 - Consultant - Respiratory	156.00	364.00	117.00	169.00	0.00	0.00
402800 - Diapers	720.88	930.96	878.14	222.11	732.53	1,346.18
404500 - Equipment Rental - Nursing	1,914.60	2,323.53	2,492.02	2,548.76	2,627.75	2,617.15
406000 - Misc - Part A Procedures	0.00	0.00	137.31	0.00	0.00	0.00
406250 - Other Nursing Expense	0.00	10.00	15.00	0.00	80.00	0.00
407000 - Labs - Part A	684.34	431.56	684.82	54.50	477.66	47.03
408000 - X-rays - Part A	0.00	0.00	0.00	0.00	0.00	0.00
409050 - Salaries Non-Productive - Med Records	0.00	0.00	120.00	0.00	225.00	0.00
411000 - Salaries - Activity Director	3,330.00	3,283.50	2,547.00	2,338.20	2,518.56	2,964.60
411025 - Salaries Overtime - Activity Director	45.00	54.00	128.25	52.11	94.50	14.85
411050 - Salaries Non-Productive - Activity Director	65.16	0.00	144.00	0.00	0.00	0.00
421000 - Salaries - SSD	3,061.40	2,781.63	2,698.08	3,072.51	2,731.05	1,468.32
421025 - Salaries Overtime - SSD	0.00	0.00	190.58	0.00	0.00	110.25
421050 - Salaries Non-Productive - SSD	0.00	0.00	0.00	0.00	0.00	0.00
422000 - Salaries - Assistants	270.00	0.00	0.00	0.00	0.00	0.00
433000 - Purch Serv - OT Private	0.00	0.00	27.00	0.00	0.00	0.00

433100 - Purch Serv - OT HMO/Managed Care	4,661.74	3,747.84	856.10	901.82	142.00	728.91
433200 - Purch Serv - Occupational Therapy EC	351.00	121.00	120.00	105.00	0.00	0.00
433500 - Purch Serv - Physical Therapy Private	0.00	0.00	30.00	274.00	0.00	0.00
433700 - Purch Serv - Physical Therapy Part A	576.32	623.16	678.69	1,491.49	4,511.41	3,029.62
433800 - Purch Serv - PT HMO/Managed Care	1,358.04	1,319.04	815.10	1,364.11	1,864.95	1,940.07
433900 - Purch Serv - Physical Therapy EC	186.00	90.00	214.00	0.00	0.00	0.00
434000 - Purch Serv - Occupational Therapy Part A	949.40	1,442.85	901.31	910.56	1,392.81	1,105.59
434400 - Purch serv - Speech Therapy EC	168.00	0.00	0.00	0.00	0.00	0.00
434500 - Purch Serv - Speech Part A	197.16	2,051.63	404.50	180.34	0.00	0.00
434800 - Purch Serv - Speech HMO/Managed Care	782.39	621.00	44.10	30.00	179.00	368.00
435000 - Physical Therapy - Part B	298.07	830.64	1,835.42	3,616.22	3,726.89	2,294.70
435500 - Occupational Therapy - Part B	4,348.15	3,048.27	2,133.21	2,440.90	1,679.52	1,408.29
436000 - Speech Therapy - Part B	1,797.80	2,485.35	788.59	1,581.71	1,082.05	305.79
Nursing Expenses Salaries	136,073.33	100,227.41	83,987.85	83,533.92	85,282.46	64,713.43
Expenses 5						
500010 - Salaries - Supervisor (Dietary)	3,502.40	2,785.00	3,032.60	3,210.00	2,786.40	3,388.00
500015 - Salaries Non-Productive - Supervisor (Dietary)	0.00	0.00	0.00	0.00	320.00	0.00
500020 - Salaries Overtime - Supervisor (Dietary)	501.60	243.60	69.90	126.90	0.00	30.00
500100 - Salaries - Other Dietary	7,629.14	7,688.95	7,497.30	8,309.18	9,908.97	9,261.32
500150 - Salaries Overtime - Other Dietary	251.46	296.76	47.19	100.59	532.59	283.90
500200 - Salaries Non-Productive - Dietary	292.50	0.00	0.00	0.00	0.00	0.00
500300 - Food - Other	10,974.24	8,966.12	7,729.25	8,307.13	8,557.93	7,771.18
500340 - Supplements	1,354.25	580.86	425.71	349.72	287.49	47.66
500400 - Dietary Supplies	951.25	1,204.73	690.17	905.81	936.80	426.21
550100 - Salaries - Laundry	0.00	0.00	0.00	0.00	0.00	0.00
550200 - Salaries Non-Productive - Laundry	0.00	0.00	0.00	0.00	0.00	0.00
550225 - Salaries Overtime - Laundry	0.00	0.00	0.00	0.00	0.00	0.00
550400 - Laundry Supplies	0.00	17.09	554.18	1,537.54	0.00	62.63
550500 - Linen & Bedding	0.00	0.00	1,110.88	0.00	0.00	624.95
Laundry Expenses Salaries	25,456.84	21,783.11	21,157.18	22,846.87	23,330.18	21,895.85
Expenses 6						
600100 - Salaries - Housekeeping	9,772.16	7,429.28	3,572.05	3,828.00	4,914.68	4,689.25
600125 - Salaries Overtime - Housekeeping	540.93	412.82	245.16	288.74	134.04	125.52
600150 - Salaries - Housekeeping Supervisor	2,588.49	1,644.66	922.25	799.00	1,916.75	2,562.75

600160 - Salaries Non-Productive - Hskping Superv	594.00	0.00	0.00	59.84	0.00	0.00
600170 - Salaries Overtime - Housekeeping Supervi	44.01	199.86	0.00	0.00	0.00	0.00
600200 - Salaries Non-Productive - Housekeeping	0.00	471.00	471.00	0.00	164.85	0.00
600300 - Housekeeping Supplies	1,657.21	1,188.79	1,172.71	1,137.28	1,554.37	1,409.23
650100 - Salaries - Maintenance	2,671.79	2,840.34	3,283.56	3,477.08	3,465.33	3,577.45
650125 - Salaries Overtime - Maintenance	0.00	0.00	0.00	0.00	0.00	0.00
650150 - Salaries Non-Productive - Maintenance	759.59	761.59	399.52	499.40	199.76	0.00
650300 - Casual Labor	0.00	0.00	0.00	2,685.50	0.00	0.00
650400 - Maintenance Supplies	16.52	57.75	337.41	43.42	253.86	161.89
650800 - Electricity	6,247.46	6,048.94	6,401.43	6,137.74	1,910.47	3,754.33
650900 - Gas	573.39	560.17	574.26	771.09	1,659.28	1,762.05
651000 - Water & Sewer	2,378.21	3,241.03	2,144.49	2,796.73	2,412.48	2,005.06
651100 - Cable TV	703.32	703.32	740.68	703.32	703.32	703.32
651110 - Garbage	386.05	396.48	398.22	389.01	380.32	374.23
651120 - Pest Control	444.66	222.33	222.33	222.33	222.33	222.33
651130 - Snow Removal	0.00	0.00	0.00	1,689.88	0.00	0.00
651140 - Lawn Care	101.03	110.94	116.92	125.12	209.51	0.00
Housekeeping Expenses Salaries	29,478.82	26,289.30	21,001.99	25,653.48	20,101.35	21,347.41
Expenses 7						
700300 - Salaries - Administrator	7,137.97	7,218.85	6,250.20	6,250.20	5,096.36	6,250.20
700325 - Salaries Non-Productive - Administrator	0.00	0.00	1,550.47	0.00	1,153.84	0.00
700400 - Salaries - Office & Clerical	3,693.36	2,541.00	0.00	0.00	1,544.00	0.00
700410 - Salaries Non-Productive - Office & Clerical	0.00	53.24	0.00	0.00	0.00	0.00
700420 - Salaries Overtime - Office & Clerical	0.00	214.50	0.00	0.00	16.50	0.00
700450 - Salaries - Marketing/Other	1,730.76	0.00	3,750.12	3,750.12	3,750.12	5,625.18
700452 - Salaries Non-Productive-Marketing/Other	0.00	0.00	0.00	0.00	0.00	0.00
700460 - Salaries - Transportation	0.00	341.25	1,716.45	1,755.00	0.00	2,168.70
700463 - Salaries Overtime - Transportation	0.00	0.00	0.00	0.00	0.00	0.00
700465 - Salaries Non-Productive - Transportation	0.00	0.00	0.00	0.00	0.00	0.00
700500 - Special Events	0.00	0.00	(6.95)	0.00	14.03	(2.97)
700550 - Provider Assessment	0.00	(3,627.00)	3,627.00	3,510.00	3,627.00	3,510.00
700551 - Provider Assessment - Occupied Bed	20,698.00	23,366.00	21,619.00	5,912.00	5,536.00	4,990.00
700570 - Insurance - Liability	2,291.47	2,291.47	2,291.47	2,291.47	2,291.47	2,291.47
700600 - Management Fee Expense	14,500.00	16,200.00	13,700.00	11,000.00	9,800.00	9,500.00

700800 - Administrative Expense	(142.00)	0.63	355.20	0.00	442.82	1,016.37
701000 - Advertising - Promotion	12.70	0.00	0.00	0.00	0.00	350.00
701050 - Marketing Supplies	5.47	0.00	0.00	200.00	0.00	0.00
701060 - Copy Machine Expense	109.15	114.60	0.00	0.00	60.72	72.43
701100 - Auto - Gas	753.05	3.60	133.31	308.18	172.64	93.89
701110 - Auto Repairs	0.00	32.21	4.66	3.18	2.55	1,299.68
701150 - Bad Debt - Allowance	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
701450 - Bad Debts - Medicare Writeoffs	0.00	0.00	0.00	0.00	0.00	(0.58)
701650 - Minor Equipment	(1,150.73)	0.00	1,372.21	497.24	0.00	259.54
701700 - Computer Services	1,463.26	987.18	3,616.92	1,361.24	631.76	659.29
701750 - Computer Supplies	19.72	85.40	46.44	50.26	0.00	45.89
701800 - Contributions	0.00	0.00	0.00	0.00	25.41	0.00
701900 - Dues & Subscriptions	0.25	0.25	0.25	1.16	36.05	0.00
702000 - Fines And Penalties	2.50	24.56	50.00	10.00	10.00	0.00
702010 - Bed Tax Penalties	2,642.00	0.00	0.00	0.00	0.00	0.00
702400 - Licenses & Permits	24.92	11.26	37.78	0.00	23.91	0.00
702500 - Office Supplies	157.14	287.58	200.43	2.72	214.05	0.00
702550 - Background Checks	300.00	(210.00)	290.00	450.00	210.00	242.50
702600 - Postage	0.55	26.79	26.11	0.00	0.59	0.00
702700 - Printing Expense	0.00	0.00	0.00	0.00	0.00	0.00
702800 - Professional Fees - Accounting	286.77	344.87	156.80	76.57	72.49	415.66
702900 - Professional Fees - Legal	2,534.84	185.70	262.25	15,219.29	100,240.38	85,428.96
703050 - Professional Fees - Other	0.00	0.00	0.00	168.17	1,071.31	1,322.26
703100 - Service Charges - Banks	0.00	21.61	91.84	0.00	0.00	0.00
703150 - Credit Card Fees	81.06	661.74	0.00	0.00	0.00	0.00
703200 - Service Charges - Vendor	0.00	45.54	54.33	67.53	0.00	0.00
703500 - Telephone	510.17	521.70	490.56	474.35	513.91	461.95
703800 - Travel - Mileage	392.11	0.00	908.80	245.40	1,047.22	538.86
703950 - Travel - Hotels	254.85	123.17	865.28	0.00	130.52	162.26
750100 - FICA Tax - Employer Share	10,781.97	8,028.20	7,192.27	7,132.90	7,068.55	5,992.15
750200 - Federal Unemployment Tax Exp	341.10	95.98	112.33	185.60	176.43	271.97
750400 - State Unemployment Tax Exp	1,210.39	676.45	715.43	1,041.33	1,119.04	1,710.41
750450 - Vision/Dental Insurance Expense	0.00	0.00	0.00	0.00	288.22	255.08
750475 - Vision/Dental Insurance Withholding	(27.00)	(27.00)	(27.00)	(27.00)	(54.00)	(27.00)

750500 - Health Insurance Expense	2,129.79	2,240.64	4,477.88	1,881.22	2,245.55	4,642.20
750575 - Health Insurance Withholding	0.00	0.00	0.00	0.00	0.00	0.00
750600 - Life Insurance	(12.75)	(12.75)	(12.75)	(78.75)	(12.75)	(12.75)
750800 - Insurance - Worker's Comp	1,440.58	1,578.53	1,578.55	1,578.55	1,578.55	1,578.55
751200 - Employee Relations	0.00	38.20	5,400.86	0.00	226.76	0.00
751400 - 401-K Matching	49.81	47.03	50.70	43.75	56.98	43.45
Admin Expenses Salaries	79,223.23	69,532.98	87,949.20	70,361.68	155,428.98	146,155.60
Expenses 8						
800100 - Depreciation Expense	1,191.74	1,191.74	1,191.74	2,133.03	1,003.47	1,003.47
800300 - Rent - Facility & Grounds	19,547.72	19,547.72	19,547.72	19,547.72	19,185.18	19,185.18
800400 - Rent - Equipment	1,262.62	422.62	422.62	417.32	378.26	378.26
800700 - Insurance - Auto	203.18	203.18	203.18	215.59	215.55	215.55
800800 - Interest - Installment Note	92.93	95.52	98.10	100.67	541.62	0.00
Land	22,298.19	21,460.78	21,463.36	22,414.33	21,324.08	20,782.46
Total Expenses	292,530.41	239,293.58	235,559.58	224,810.28	305,467.05	274,894.75
IS Net Income	(2,544.24)	84,562.21	39,098.52	(5,113.10)	(110,118.41)	(85,171.39)

Month Ending 03/31/2022	Month Ending 02/28/2022	Month Ending 01/31/2022	Month Ending 12/31/2021	Month Ending 11/30/2021	Month Ending 10/31/2021
Actual	Actual	Actual	Actual	Actual	Actual
1,815.00	16,665.00	12,375.00	4,620.00	11,550.00	5,115.00
0.00	0.00	0.00	0.00	0.00	599.77
71.39	84.11	71.39	71.39	82.71	71.39
80,940.00	59,280.00	72,580.00	72,775.00	71,085.40	74,480.00
85,690.00	79,990.00	92,150.00	94,810.00	98,610.00	88,540.00
(28,263.16)	(23,339.65)	(26,264.04)	(29,538.65)	(27,997.13)	(28,161.20)
0.00	(5,280.00)	1,815.00	(1,485.00)	(6,305.40)	0.00
68.84	1,736.60	4,702.81	1,290.52	282.96	740.54
0.00	0.00	0.00	143.22	0.00	29.78
5,730.45	4,989.38	2,166.60	1,203.36	869.64	3,222.10
534.70	436.90	1,445.52	457.16	29.26	214.02
0.00	0.00	0.00	0.00	0.00	262.72
0.00	0.00	529.62	79.37	191.51	40.00
0.00	0.00	0.00	0.00	0.00	1,058.09
0.00	0.00	0.00	0.00	0.00	10.00
16,500.00	17,400.00	24,600.00	18,300.00	0.00	0.00
17.42	24.00	231.57	65.78	393.45	0.00
1,881.01	703.69	1,389.23	1,213.16	0.00	0.00
1,981.94	4,737.49	7,583.51	6,094.32	0.00	0.00
319.22	635.47	925.90	436.68	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00
10,616.38	9,364.82	7,441.47	7,319.66	5,220.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00

84.15	289.85	154.28	322.58	65.45	46.75
6,800.50	2,966.47	2,896.78	(137.86)	4,593.60	4,934.40
795.88	568.75	1,102.08	710.38	659.34	512.38
(928.07)	(684.11)	(235.01)	46.52	(325.37)	(885.47)
0.00	0.00	(339.81)	0.00	0.00	0.00
5,293.23	4,069.92	64.34	3,449.74	1,077.34	173.12
684.60	530.36	0.00	124.52	0.00	95.26
223.96	84.15	0.00	0.00	83.38	0.00
(1,331.27)	(568.64)	(566.57)	(240.51)	(760.24)	(912.70)
0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00
(11,614.11)	(737.57)	(533.62)	5,182.10	(2,534.01)	(2,122.93)
0.00	0.00	0.00	0.00	0.00	1,134.75
0.00	0.00	0.00	0.00	0.00	0.00
0.00	(84.15)	84.15	0.00	0.00	83.38
0.00	0.00	0.00	0.00	0.00	94.32
126.00	252.00	149.10	613.80	277.20	238.14
0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	98.88	0.00	0.00
11,909.00	21,190.00	27,000.00	18,500.00	6,000.00	11,056.00
14,820.00	10,640.00	11,780.00	11,970.00	11,400.00	13,280.00
15.00	33.00	45.00	51.00	39.00	69.00
0.98	0.00	(35.29)	0.00	38.05	192.89
0.00	0.00	0.00	0.00	815.89	57.73
204,783.04	205,977.84	245,309.01	218,547.12	175,442.03	174,269.23

0.00	0.00	0.00	0.00	0.00	0.00
7,083.62	7,083.62	5,775.93	7,083.62	7,083.62	7,083.62
0.00	0.00	429.09	0.00	0.00	1,200.00
14,778.51	9,949.57	12,573.94	9,536.85	11,142.17	11,297.76
292.88	292.88	0.00	0.00	252.94	0.00
544.00	828.00	816.00	1,846.00	840.00	1,625.24
3,391.15	2,452.50	2,126.75	3,225.65	3,180.53	1,955.20

0.00	0.00	0.00	0.00	0.00	490.00
11,975.00	6,169.60	6,121.90	7,336.60	6,740.40	4,382.47
0.00	810.90	219.90	244.05	326.10	1,216.08
0.00	400.00	800.60	0.00	216.45	1,115.00
0.00	0.00	0.00	0.00	0.00	0.00
2,625.82	1,093.92	1,542.96	1,487.50	678.73	678.73
41.85	704.08	617.68	488.85	1,155.88	(108.67)
463.69	0.00	281.83	238.37	0.00	1,117.98
436.34	32.17	1,412.27	443.71	0.00	441.33
0.00	0.00	0.00	0.00	0.00	0.00
120.00	30.00	120.00	30.00	120.00	30.00
5,030.31	3,410.74	3,167.90	2,819.32	4,561.05	4,249.63
0.00	464.83	0.00	0.00	0.00	0.00
306.54	178.88	235.32	371.92	173.78	0.00
98.74	586.69	1,661.55	395.24	23.42	757.75
2,000.00	2,000.00	800.00	2,000.00	2,000.00	2,000.00
350.00	350.00	350.00	1,400.00	350.00	350.00
382.50	425.00	0.00	330.00	330.00	330.00
0.00	0.00	0.00	52.00	0.00	0.00
625.24	691.73	1,509.88	490.56	304.79	630.13
3,407.58	2,814.40	3,075.35	3,282.61	3,764.56	3,794.81
0.00	0.00	0.00	0.00	(8.04)	0.00
80.00	0.00	0.00	0.00	0.00	60.00
223.60	45.11	86.33	116.80	16.58	49.21
113.73	0.00	115.00	74.28	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00
3,150.54	2,216.70	2,476.80	3,190.50	0.00	49.50
48.33	138.24	63.18	54.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	77.06
3,323.25	2,643.27	3,189.90	3,063.90	3,388.65	1,635.16
1,099.04	628.43	566.37	573.93	370.79	726.84
0.00	336.00	0.00	0.00	0.00	797.00
0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00

2,708.20	2,033.18	704.21	922.00	735.00	33.00
0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00
2,355.86	1,757.63	3,310.76	2,011.24	153.19	816.64
3,499.84	2,244.10	512.39	90.00	535.00	60.00
0.00	0.00	0.00	0.00	0.00	0.00
752.64	1,199.55	6,670.59	3,264.90	248.27	1,362.71
0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	134.68
111.00	0.00	39.00	0.00	35.00	0.00
3,136.54	2,107.22	0.00	0.00	707.53	795.73
987.84	752.05	829.12	1,067.61	1,376.09	2,244.88
0.00	0.00	0.00	0.00	0.00	58.37
75,544.18	56,870.99	62,202.50	57,532.01	50,802.48	53,537.84

3,278.60	2,283.60	2,900.00	3,450.60	2,953.80	3,017.70
0.00	450.00	350.00	0.00	0.00	265.00
60.60	22.50	115.50	789.30	162.00	769.77
8,687.95	6,365.80	7,380.98	4,628.14	5,270.26	3,543.39
455.63	801.64	344.72	24.08	132.81	234.00
0.00	0.00	0.00	1,176.79	0.00	530.00
7,733.51	5,800.62	7,365.59	7,121.84	6,788.55	5,940.19
648.31	442.63	815.25	514.69	309.50	190.10
956.09	704.17	657.59	327.24	878.48	576.82
0.00	796.20	1,281.60	1,830.36	1,609.80	0.00
0.00	8.76	0.00	0.00	0.00	0.00
0.00	0.00	0.00	34.20	0.00	0.00
302.22	16.08	0.00	740.87	0.00	257.15
0.00	0.00	0.00	368.81	0.00	0.00
22,122.91	17,692.00	21,211.23	21,006.92	18,105.20	15,324.12

6,509.73	2,917.11	1,991.20	697.50	828.00	0.00
407.65	151.19	144.83	0.00	0.00	0.00
2,741.25	2,222.75	3,700.67	5,676.03	5,528.84	5,013.60

0.00	0.00	0.00	0.00	0.00	650.00
0.00	12.75	212.56	372.69	637.76	1,099.41
463.15	471.00	0.00	0.00	0.00	0.00
2,443.48	666.86	1,027.35	1,066.61	565.96	575.91
2,837.09	3,654.86	3,890.07	3,778.32	3,338.73	3,703.24
264.81	402.64	131.09	105.72	0.00	289.91
1,398.32	199.76	199.76	157.43	363.30	458.76
0.00	0.00	0.00	0.00	0.00	125.00
394.15	1,327.35	637.98	201.74	131.81	87.22
1,930.96	2,865.72	767.55	1,997.04	1,134.71	1,390.11
1,885.10	2,085.61	1,992.93	1,830.27	966.13	464.27
2,252.53	2,240.62	2,145.32	2,245.76	2,413.01	1,735.62
712.66	682.56	690.79	680.82	690.82	697.28
347.93	336.18	333.05	335.14	801.61	329.44
222.33	222.33	222.33	0.00	222.33	222.33
0.00	0.00	0.00	0.00	0.00	0.00
11.64	0.00	80.55	0.00	219.02	65.59
24,822.78	20,459.29	18,168.03	19,145.07	17,842.03	16,907.69
5,961.74	5,937.71	5,625.22	5,625.22	5,625.22	4,327.14
288.46	312.37	0.00	0.00	0.00	2,798.08
3,762.00	3,503.06	3,718.00	4,042.50	3,769.59	2,794.80
0.00	0.00	0.00	0.00	0.00	265.00
803.55	1,155.00	907.50	93.39	0.00	135.16
3,577.05	3,750.12	3,750.12	3,750.12	3,750.12	3,825.12
173.08	124.40	0.00	0.00	0.00	265.00
2,167.35	0.00	2,336.25	1,539.45	2,100.00	2,013.75
0.00	0.00	0.00	0.00	0.00	33.75
240.00	120.00	0.00	0.00	0.00	265.00
345.73	127.70	(19.07)	(52.43)	350.00	(3.00)
3,627.00	3,276.00	3,627.00	3,627.00	3,510.00	3,627.00
5,317.00	5,014.00	6,119.00	5,682.00	5,694.00	5,851.00
2,291.47	2,291.47	2,291.47	2,572.56	2,572.52	2,572.52
10,200.00	10,300.00	12,300.00	10,900.00	8,800.00	8,700.00

414.22	23.36	35.00	113.94	387.86	172.31
0.00	150.00	225.00	0.00	0.00	0.00
59.74	0.00	0.00	0.00	0.00	300.00
108.55	81.38	80.58	90.31	0.00	0.00
181.69	84.43	98.95	182.23	186.29	238.36
15.05	0.00	0.00	0.00	29.00	469.90
5,000.00	5,000.00	5,000.00	111,100.00	5,000.00	5,000.00
0.50	0.00	0.08	0.00	0.00	0.00
34.40	497.24	989.61	(760.73)	0.00	0.00
2,144.76	632.40	571.28	548.36	1,315.19	644.44
23.20	36.52	0.00	0.00	0.00	4.67
0.00	9.71	0.00	0.00	0.00	0.00
1.17	0.00	0.00	2.20	35.83	4.26
2,233.51	20.00	22.50	20.00	0.00	4,228.52
0.00	0.00	574.00	1,040.00	0.00	2,264.36
226.56	19.13	0.00	43.28	4,620.33	67.64
0.00	151.18	150.00	205.34	150.00	150.60
1,410.00	310.00	860.00	450.00	340.00	0.00
0.00	58.83	0.00	0.00	0.00	8.68
0.00	0.00	0.00	0.00	450.00	0.00
55.44	217.70	192.09	334.90	463.65	731.03
392.00	330.56	94.90	90,123.85	100,177.38	230.33
225.05	0.00	713.71	700.51	666.78	723.05
21.50	18.23	38.17	0.00	42.99	0.00
188.72	153.98	0.00	129.89	158.76	112.78
32.00	0.00	186.39	0.00	16.05	0.00
525.74	476.18	529.70	493.16	489.39	503.96
1,000.66	228.69	482.95	0.00	390.43	208.41
77.59	118.44	95.49	74.09	114.00	311.07
6,918.10	5,312.74	5,591.15	5,752.66	5,848.65	5,150.56
181.25	186.29	442.76	70.37	39.07	6.06
1,170.13	733.29	1,422.41	219.37	141.37	122.55
249.42	509.45	0.00	276.74	292.21	296.73
(27.00)	(54.00)	(54.00)	(54.00)	(54.00)	(54.00)

375.44	372.91	418.95	293.78	(678.79)	1,309.20
(500.00)	(1,000.00)	(1,000.00)	0.00	0.00	0.00
(51.25)	(51.25)	(51.25)	(51.25)	(51.25)	(51.25)
1,578.55	1,578.55	1,578.55	1,944.49	1,578.55	1,578.55
200.00	200.00	200.00	1,150.00	0.00	296.98
53.96	45.80	50.59	49.96	49.50	45.13
63,275.08	52,363.57	60,195.05	252,323.26	158,370.69	62,545.20
1,003.47	1,003.47	1,003.47	1,853.86	1,003.47	1,003.47
19,185.18	19,185.18	19,185.18	19,185.18	19,121.52	19,121.52
378.26	378.26	378.26	378.26	461.91	449.85
215.55	215.55	215.55	215.55	215.55	215.55
0.00	0.00	0.00	115.93	118.44	120.94
20,782.46	20,782.46	20,782.46	21,748.78	20,920.89	20,911.33
206,547.41	168,168.31	182,559.27	371,756.04	266,041.29	169,226.18
(1,764.37)	37,809.53	62,749.74	(153,208.92)	(90,599.26)	5,043.05

EXHIBIT A
CONTRACT FOR SALE OF REAL ESTATE

Seller: Ronald Hinchee
Zelda Hinchee

Buyer: Derek Sample

Address:

Address:

Telph:

Telph:

Fax:

Fax:

Attorney: Randy Ehlers

Attorney: Robert Finegan

Address:

Address: [REDACTED]
Bloomington, IL 61701

Telph:

Telph: [REDACTED]

Fax:

Fax: [REDACTED]

Email:

Email: [REDACTED]

CONTRACT FOR SALE OF REAL ESTATE

THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW SHOULD BE
CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT.

THIS CONTRACT is entered into between Ronald Hinchee and Zelda Hinchee, hereinafter referred to as Seller, and Derek Sample hereinafter referred to as Buyer, who agree as follows:

1. **DESCRIPTION, PRICE AND PAYMENT:** Seller sells the following described real estate, to-wit:

TRACT NO. 1

COX'S SUB LOTS 4,5,6 & N9' LOT 7 (EX PT W OF A LI FROM NW COR LOT 6 TO A PT 54' E OF SW COR LOT 11)

TRACT No. 2

RE-SURVEY COX'S SUB LOT 21 N1/2 & LOT 11 SUB S1/2 5-23-2E LOT 1,2 & 3

PIN: 21-05-403-013 and 21-05-258-001

(the legal description may be changed upon provision of a legal description by the title insurance company),

with improvements located thereon, commonly known as 304 N. Morris Ave. and 316 N. Morris Ave. Bloomington, IL 61701, to Buyer, who agrees to pay \$110,000.00 therefor in the manner following: \$11,000.00 (down payment inclusive of earnest money) upon the execution of this Contract:

- _____ A. To be deposited into escrow until closing;
- X B. To be delivered to Seller, receipt of which is hereby acknowledged;

and the remainder as required by the closing agent on or before closing, and on receipt of deed.

2. **EVIDENCE OF TITLE:** Not less than fourteen (14) days prior to closing, Seller will furnish Buyer with written commitment from a title insurance company duly authorized to do business in Illinois, showing title to said premises subject only to matters to which this sale is subject by the terms hereof and to the customary exceptions contained in owners policies issued by such company. If written commitment discloses defects in title other than matters to which this sale is subject by the terms hereof and the customary exceptions in such policies, then Seller shall have until date for delivery of deed to correct such defects. Owner's title policy, in amount of the purchase price for said premises, will be paid for by the Seller and issued to Buyer after delivery of deed.

3. **DEED AND POSSESSION:** Seller will cause fee simple title to said real estate to be conveyed to Buyer, or to such party as Buyer may direct, by Warranty Deed (or Trustee's Deed or Executor's Deed, where applicable), and shall deliver possession to Buyer upon payment being made as herein provided, on or before closing. Seller shall pay all owners' association(s) dues and/or assessments, and water, sewer, and public utility service charges incurred for improvements on said real estate up to the time when possession passes to Buyer.

4. **RISK OF LOSS:** This Contract is subject to the State of Illinois Uniform Vendor and Purchaser Risk Act (765 ILCS 65/1), which provides, in general, that the Seller shall bear the risk of loss until transfer of possession or receipt of deed, whichever occurs first.

5. **TAXES:** Unless otherwise provided for herein, all general real estate taxes shall be prorated **through the date before closing**, and by allowance of Seller's share thereof being a credit against the purchase price at closing, based upon the latest known assessed valuation and latest known tax rate. Further, the parties agree that the real estate taxes shall be re-prorated for a given year upon receipt of the actual real estate tax bills. The re-proration shall be done by the party receiving the tax bill with notice to the other party. If the re-prorated amount differs from the credit amount by \$100.00 or more, Seller shall pay Buyer, or Buyer shall pay Seller, the appropriate adjustment within fifteen (15) days from receipt of the re-proration computation (or receipt of the actual tax bill, whichever is received first by the party obligated to pay the adjustment). All transfer taxes shall be paid by Seller. This provision shall survive closing and delivery of deeds.

6. **ENCUMBRANCES:**

A. Mortgage, if any, shall be satisfied out of the purchase price and released when deed is delivered. Seller's obligation to obtain the mortgage release shall continue until the release is obtained and recorded.

B. Easements and building or use restrictions of record, and zoning and building ordinances, if any, shall not be considered as rendering title unmerchantable or unacceptable, provided same are not violated by the existing improvements or the use thereof.

7. **PERSONAL PROPERTY:** The purchase price expressed above includes the following items, which are in place at the time of the offer and pass for no additional consideration: All fixtures and equipment, inventory and other personal property used in the business shall remain with the property (see Stock Purchase Agreement).

8. **WOOD DESTROYING INSECT PROVISION:** At Buyers' expense, Buyer shall have the right to obtain a current written statement, on that form as currently approved for use by the Department of Veteran's Affairs and Department of Housing and Urban Development, from a licensed exterminator that based upon careful visual inspection of readily accessible areas there is no evidence of wood destroying insect infestation in the subject property or evidence of any previous infestation. Buyer shall submit a copy of the inspection report to Seller not less than fourteen (14) days prior to closing. In the event the inspection reveals a current active infestation, then Seller shall bear the cost of extermination. Any other treatment shall be at Buyer's expense. In the event the inspection reveals active infestation or previous infestation, then Buyer shall have the right to have the premises inspected by a qualified person of Buyer's choice, and at Buyer's expense, for the purpose of

determining whether or not there is any defect in any structural member due to prior or existing wood destroying insect infestation. In the event it is determined that a structural defect exists due to prior or existing wood destroying insect infestation, Buyer shall cause a copy of the written report of the inspection for structural defect to be delivered to Seller not less than seven (7) days prior to closing. Seller shall then have the option of correcting such structural defect, or rescinding the Contract and returning the down payment to Buyer. Should Seller elect to rescind, Seller must give notice of such election to Buyer not less than five (5) days prior to closing. Should Seller elect to rescind, Buyer shall still have the right to consummate the purchase transaction, taking the property in "as is" condition with respect to the reported structural defect due to prior or existing wood destroying insect infestation. Buyer must give Seller or Seller's attorney written notice of this intention within four (4) days of receiving Seller's notice of rescission. Structural components shall not be considered defective if they are structurally sound.

9. **PROPERTY DOCUMENTS.** Seller shall deliver to Buyer, within seven (7) days after the date of this contract the following documents:

- A. Leases. Copies of all current leases and/or rental agreements for the Premises, and a list of all rental units for which no lease or rental agreement is available, including the reason for their unavailability.
- B. ~~Tenant/Rental Lists. A list of all current tenants; their social security numbers; their rental unit; and, if different, their current address; the date their tenancy commenced, the term of their tenancy; and the monthly rent payable by each tenant; including identification of the leases which are subject to Section 8 Housing.~~
- C. Licenses, Permits and Warranties. An itemized list and copies of all licenses, permits and warranties with respect to the Premises or the business conducted on the premises.
- D. Insurance Policies. Current copies of the premises and business insurance policies, inclusive of rider and the claim-loss history.
- E. City of Bloomington. Verification that the property is in good standing with any and all state, county and municipal authorities regarding ordinance violations, liquor licenses and video gaming licenses.
- F. Management Company. Any contract(s) with current management companies.

Buyer shall have 21 days after the receipt of the documents to review them and if for any reason, stated or unstated, Buyer determines that because of the review of the documents the property is unsatisfactory, Buyer shall give Seller written notice to terminate the contract. If said notice is given to seller, the contract shall be deemed null and void and all down-payment monies shall be immediately returned to the Buyer.

10. **EQUIPMENT & INSPECTIONS:**

- A. Buyer shall have the right to make a final inspection of the property immediately prior to settlement to verify that its condition has not deteriorated from the date the offer was made to purchase (ordinary wear and tear excepted).

11. **SELLER'S WARRANTIES:** Seller hereby provides the following warranties:

- A. No work has been done upon, or materials furnished to, the premises which could give rise to a lien or liens under the Illinois Mechanics' Lien Act;
- B. Seller has indefeasible title to all of the personal property to which reference is made in Paragraph 7, and all of said property, together with all appliances and mechanical systems built into the premises, are free from security interests or liens other than the lien of any real estate mortgage noted in Paragraph 6 herein;
- C. Additional Warranties: As contained in the Stock Purchase Agreement.

12. **ADDITIONAL PROVISIONS:**

- A. Buyer shall assume any assumption or transfer fees incurred as a result of Buyer assuming, or taking subject to, Seller's existing mortgage, and both Seller and Buyer agree to comply with the requirements of the Real Estate Settlement Procedures Act;
- B. Words importing the masculine gender include the feminine, words importing the singular number include the plural, and words importing the plural number include the singular;
- C. The covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties;
- D. The parties acknowledge that the State of Illinois has enacted the Smoke Detector Act (425 ILCS 60/1, et seq.), and the Carbon Monoxide Alarm Detector Act (430 ILCS 135/1, et seq.).
- E. Time is of the essence of this Contract.
- F. Any deadline in this Contract which falls on a Saturday, Sunday or legally recognized State of Illinois or federal holiday shall be extended to the next business day.
- G. Section or paragraph headings, or lack thereof, that may be used in various places throughout this Contract are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Contract or any of its provisions. To the extent there is deemed to be any conflict between the headings and/or numbers, and the text of this Contract, the text shall control.
- H. Seller shall provide reasonable access to Buyer and Buyer's representative(s) for purposes of inspection(s) and appraisal(s).
- I. Other:
 - A. Buyer's obligations pursuant to this agreement are subject to the Buyer being satisfied that the following conditions have been met:

- 1) The property is in good standing with the City of Bloomington, including but not limited to being in full compliance with any and all city of Bloomington codes and regulations as of the

date of the execution of this contract with said compliance continuing up to and including the day of closing with any and all fees, fines, or charges owed to or imposed by the City of Bloomington having been paid. 2) Any current management or other contracts relating to the property or business have been terminated as of the date of the successful closing of the property unless the Buyer at his option specifically elects to assume any such contract. In the event Buyer at his option assumes any such contract, Buyer shall be responsible for any post closing charges, and Seller shall be responsible for any pre closing charges relating thereto. 3) The Buyer's successful purchase of the stock and/or business assets of the business known as the Sport & Bait Lounge Tavern, Inc., pursuant to the stock purchase agreement (this agreement being attached thereto as Exhibit A). 4) The Buyer's having obtained all necessary permissions or licenses from the City of Bloomington and any other governmental entities to allow the successful transfer of or continued operation of the business pursuant to a valid liquor license. 5) The successful reinstatement of all video gaming licenses previously held by the Sport & Bait Lounge Tavern, Inc. or Buyer's successfully obtaining new gaming licenses of the same type as those previously held by Sport & Bait Lounge Tavern, Inc.

- B. Any of the above conditions may be waived by the Buyer in whole or in part.
- C. Buyer may assign this contract to a person or entity of his choosing;
- D. The total consideration for both the stock/business asset purchase and the Real Estate totals \$110,000 notwithstanding the fact that each contract recites consideration of \$110,000.
- E. The stock purchase agreement to which this agreement is attached as Exhibit A and this contract together constitute one contract and they shall be construed as one contract with all provisions of either contract being applicable to the other. In the event of a conflict in the terms

of the agreements which cannot otherwise be resolved, the terms of the Stock Purchase Agreement shall control.

13. **ESCROWEE:** The parties agree that Randy Ehlers Trust Account is hereby designated as Escrowee for the purposes of any Escrow created or hereafter required in connection with this Contract. The escrow conditions are as follows:

A. Escrowee shall deposit into escrow the down payment pursuant to the terms of this Contract until closing and not release said funds except with the agreement of all parties, or an order entered by a court of competent jurisdiction;

B. Additional conditions: None.

14. **NOTICES, ETC.:** Title commitments, communications and any notices required to be given pursuant to this Contract shall be delivered to the party's attorney, or to the party if not represented by counsel.

A. Any notice shall be given in writing in one of the following ways: (i) by personal delivery to the party or attorney; (ii) by U.S. mail, with postage prepaid, addressed to the party or attorney at the address set forth on the first page hereof; or (iii) by express delivery to the party or attorney at the address set forth on the first page hereof, with charges prepaid. Such notice shall be deemed given on the date when delivered personally, or on the date deposited with the express delivery company (with charges prepaid), or on the date deposited in the U.S. Mail, with postage prepaid.

B. Any notice may be given by e-mail transmission, if an e-mail address has been furnished by the recipient party or the recipient party's attorney to the sending party or the sending party's attorney or is shown in this Contract. Notice shall be effective as of date and time of e-mail transmission, provided that, in the event the e-mail notice is transmitted during non-business hours, the effective date and time of the notice is the first hour of the next Business Day after transmission. For purposes of this subparagraph B, a Business Day is considered 9 am to 5 pm every Monday through Friday, excluding legally recognized State of Illinois or federal holidays. A party or attorney may opt out of future e-mail notices by any form of notice provided by this Contract.

15. **PREPARATION AND APPROVAL:** This Contract was prepared by Robert D. Finegan, Buyer's attorney, and approved by Seller and/or Seller's attorney.

16. **SETTLEMENT:** Closing shall be held in McLean County at the office of Buyer's closing agent, unless the parties agree otherwise.

17. **ATTORNEY'S FEES AND EXPENSES:** Should Seller or Buyer bring any action against the other with respect to this Contract, the party that does not prevail upon the action, as determined by the court, shall be liable to the other party for any reasonable attorney's fees, costs, and expenses (including expenses of litigation) incurred by such other party and as determined by the court. This provision shall survive closing and delivery of deeds.

18. **DEFAULT:** In the event either party should breach this Contract, the other party may pursue any and all remedies provided by law.

19. **ENTIRE AGREEMENT:** This Contract represents the entire agreement of the parties. No covenants, agreements, representations or warranties of any kind have been made by any party or agent of a party to this

Contract, except as specifically set forth herein. The parties expressly acknowledge that, in executing this Contract, they have not relied on any prior or contemporaneous oral or written representations, statements or agreements, except as expressly set forth herein. Any modifications of the terms of this Contract must be in writing and signed by both parties, in the absence of which the terms of this Contract shall govern.

20. **MORTGAGE INFORMATION AUTHORIZATION:** Seller authorizes Buyer, and any agent the employees thereof, to obtain payoff statements on any mortgage loan or other lien encumbering title to the premises sold under this contract.

21. **FACSIMILE OR DIGITAL SIGNATURES:** Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and delivery thereof by one of the following methods shall be deemed delivery of this Contract containing original signature(s). An acceptable facsimile signature may be produced by scanning an original, hand-signed document and transmitting by facsimile. An acceptable digital signature may be produced by use of a qualified, established electronic security procedure. Transmissions of a signed copy of this Contract may be by an established electronic method, such as creating a PDF ("Portable Document Format") document and sending same by electronic mail.

22. **EXECUTION IN COUNTERPARTS:** This Contract may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT.

This Contract will be deemed effective as of the last date signed.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals to several counterparts of this Contract, of equal effect.

DATE SIGNED BY SELLER: September 23, 2022.

[Redacted Signature]

Ronald Hinchee, Seller

DATE SIGNED BY SELLER: September 23, 2022.

[Redacted Signature]

Zelda Hinchee, Seller

DATE SIGNED BY BUYER: September 27, 2022.

[Redacted Signature]

Derek Sample, Buyer

The above-named designated Escrowee hereby accepts the escrow on the terms and conditions heretofore set forth.

X _____
Agent for Escrowee

STOCK PURCHASE AGREEMENT RELATING TO SPORT & BAIT LOUNGE TAVERN, INC., an Illinois Corporation

This Stock Purchase Agreement (hereafter "Agreement") is entered into _____, 2022 ("Effective Date"), by and between Sport & Bait Lounge Tavern, Inc., an Illinois Corporation (hereafter "Corporation"), RONALD HINCHEE and ZELDA HINCHEE (hereafter "Seller") and DEREK SAMPLE or his assign (s) (hereafter "Buyer") as follows:

1. **Purchase and Sale:** Seller agrees to sell and Buyer agrees to purchase at Closing (as hereafter defined) 100% of the stock in the Sport & Bait Lounge Tavern, Inc., an Illinois corporation and 100% of the assets, tangible and intangible, owned or used by and in the operation of the Corporation's business (Seller collectively owns 100% of the stock of the corporation) subject to the terms and conditions as more particularly set forth in this Agreement.
2. **Assets To Be Conveyed:** Subject to the provisions of this Agreement Seller shall sell, transfer, convey and assign to Buyer, and Buyer shall purchase from Seller, 100% of the stock of the business and all of the assets used in or owned by the Business (the "Purchased Assets"), without limitation. Buyer is also purchasing the real estate by an interrelated agreement attached hereto as Exhibit A. The real estate is therefore specifically included as a "Purchased Asset".
3. **Purchase Price:** The purchase price to be paid by Buyer to Seller for the sale of the Purchased Assets pursuant to these Agreements is One Hundred Ten Thousand Dollars (\$110,000.00) ("Purchase Price"). The Purchase Price shall be payable at Closing (hereafter defined) as set forth below:
 - A. Buyer has paid Seller \$11,000 as a down payment, Seller acknowledges receipt thereof;
 - B. The balance of the Purchase Price shall be payable in cash or immediately available funds at Closing, subject to any adjustments and prorations which are provided for in this Agreement and as required by any title company involved in the closing.
 - B. The Purchase Price includes the Real Estate upon which the business is located which Buyer is also buying pursuant to Exhibit A. The consideration shall be allocated as set forth on Exhibit B.
4. Buyer may assign this agreement at any time to another person or entity. Buyer has disclosed that he will probably create a new entity and will likely

assign this agreement to that entity. If the agreement is assigned by Buyer the Assignee shall assume full and exclusive responsibility to perform the contract.

5. **Seller's Representations and Warranties**: Seller and Corporation represent and warrant to Buyer, its successors and assigns that:

- A. Corporation is a corporation, duly incorporated and validly existing and in good standing under the laws of the State of Illinois and has all requisite authority to consummate the transaction contemplated by this Agreement, and has, by proper corporate proceedings, duly authorized the execution and delivery of this Agreement and the consummation of all transactions contemplated herein.
- B. Seller are Husband and Wife and together own 100% of the stock of the Corporation and Seller and/or Corporation own 100% of the ownership interest in all other Purchase Assets in fee simple free and clear of any lien or encumbrance and have full authority to transfer said Purchased Assets to Buyer.
- C. The execution and delivery of this Agreement and the fulfillment of all of its terms will not violate, result in a breach of, or constitute a default under the Corporation's Articles of Organization, Bylaws or any agreement, instrument, statute, regulation, rule, judgment, writ, order or decree to which Corporation and Seller is a party or by which Corporation or Seller is bound, or to which Corporation or Seller may be subject.
- D. The Corporation and/or the Seller are the owners of and have good and merchantable title to the Purchased Assets being sold under this Agreement and said Purchased Assets will be transferred by Corporation and Seller to Buyer free and clear of all liens and encumbrances.
- E. Except as disclosed by Corporation and Seller to Buyer in writing on Exhibit C, there are no judgments, liens, actions or proceedings against Corporation and Seller anywhere, and Corporation and Seller shall defend and hold Buyer harmless from any proceeding that is brought as a result of any event occurring prior to Closing Date.
- F. Corporation and Seller have paid in full, or will arrange for the payment in full at the date of Closing, all withholding, social security, unemployment insurance, sales tax and federal and state

income taxes (including interest and penalties) owed by Corporation and/or Seller.

- G. Corporation and Seller have delivered or will deliver to Buyer, and Buyer has received or will receive, copies of the financial statements of the Corporation's Business. These financial statements are true, complete, accurate and present fairly the financial position of the Business and the results of the operation of the Business by Corporation and Seller as of the date thereof all in accordance with generally accepted accounting principles applied on a basis consistent with Corporation's Business' past financial statements.
- H. Corporation and Seller are not involved in any actions, proceedings or investigations which might materially or adversely affect the Purchased Assets or the Business or which would prevent or hamper the transactions contemplated by this Agreement.
- I. Corporation and Seller have disclosed in writing to Buyer: (1) every agreement between Corporation and Seller and any manufacturer's representative, distributor, dealer or broker; and (2) every license, contract, or other agreement to which Corporation and Seller is a party, which is material to Corporation and Seller or which by its terms involves the future payment by or to Seller of Two Thousand Five Hundred Dollars (\$2,500.00) or more, or which is not cancelable by Corporation and Seller without cost or premium on 30 days or less notice. All such agreements have been cancelled by Corporation and Seller unless Buyer has in Buyer's sole discretion consented to their continuation in which case Corporation and Seller shall cooperate with Buyer in confirming their continuance and where applicable their assignment.
- J. Corporation and Seller are not aware of any material violation, breach or default under any provision of any contract or agreement to which they are a party, either by Corporation or Seller or by any other party to such contract, and no event has occurred which, but for the passage of time or giving of notice, or both, would constitute such a violation, breach or default. To the best of Corporation and Seller's knowledge, no party to any such contract or agreement has asserted any such violation, breach or default by Corporation and Seller and all such contracts or agreements are binding upon all parties thereto and their successors, assigns and heirs. To the best of Corporation and Seller's knowledge, no party to any such contract or agreement is in violation, breach or default and all such

contracts or agreements are binding upon all parties thereto and their successors, assigns and heirs.

- K. Corporation and Seller are not aware of any condition or state of facts or circumstances which has not been brought to Buyer's attention involving the Purchased Assets or the Business that Corporation and Seller can reasonably foresee being a condition or state of factors or circumstances which could adversely affect the Buyer's use of the Purchased Assets or the operation of the Business after the Closing Date.
- L. Corporation and Seller, shall indemnify, defend and hold harmless Buyer and Buyer's successors and assigns, from and against all losses, liabilities, claims, damages, costs and expenses (including reasonable attorneys' fees, costs and expenses of litigation) arising from or relating to any breach of the representations and warranties hereunder. Corporation and Seller expressly agree this indemnity shall survive Closing.

6. **Buyer's Representations and Warranties:** Buyer represents and warrants to Seller, its successors and assigns that:

- A. Buyer or Buyers assigns has/have the full legal authority and financial ability to enter into and perform this agreement.
- B. Buyer shall indemnify, defend and hold harmless Seller and Seller's successors and assigns, from and against all losses, liabilities, claims, damages, costs and expenses (including reasonable attorneys' fees, costs and expenses of litigation) arising from or relating to any breach of Buyer's representations and warranties hereunder. Buyer expressly agrees this indemnity shall survive Closing.

7. **Covenants from Signature to Closing.**

- A. From the date of this Agreement to Closing, Corporation and Seller will: (1) carry on the Business in substantially the same manner as it has heretofore and not introduce any new method, or discontinue any existing method, of operation or accounting; (2) maintain the Purchased Assets, including those held under leases, in as good working order and condition as at present, ordinary wear and tear excepted; keep in full force and effect present insurance policies or other comparable insurance coverage; (3) use reasonable efforts to maintain and preserve its business organization intact, retain its present employees and maintain its relationship with suppliers,

customers and others having business relations with it; (4) file on a timely basis all notices, reports or other filings required to be filed with or reported to any federal, state, municipal or other governmental department, commission, board, bureau, agency or any instrumentality of any of the foregoing wherever located with respect to the continuing operations of the Business; (5) perform its obligations under all contracts and comply with the terms and conditions of all franchise agreements, licenses and permits and all applicable laws, rules, regulations and consent orders; (6) file on a timely basis all complete and correct applications or other documents necessary to maintain, renew or extend any permit, license, variance or any other approval required by any governmental authority necessary and/or required for the continuing operation of the Business, whether or not such approval would expire before or after the Closing; (7) and advise Buyer promptly in writing of any breach of any representation or warranty or any covenant, or any material change in any document, schedule, exhibit, or other information delivered pursuant to this agreement.

- B. From the date of this Agreement to the earlier of Closing or termination thereof, Corporation and Seller will not take any action described below without the prior written consent of Buyer: (1) other than the transactions contemplated by this Agreement, enter into any contract or commitment or incur or agree to incur any liability outside the ordinary course of business; (2) change or promise to change the compensation payable or to become payable to any employee or make or promise to make any bonus payment to any such person; (3) create, assume or otherwise permit the imposition of any security interest, mortgage, pledge or other lien or encumbrance on or grant any option or right of first refusal with respect to any of the Purchased Assets; (4) sell, assign, lease or otherwise transfer or dispose of any property or equipment included in the Purchased Assets other than in the ordinary course of business; (5) merge or consolidate or agree to merge or consolidate with or into any firm, corporation or other entity; (6) waive any material rights or claims; (7) amend, terminate or enter into any material agreement or any site assessment, permit, license or other right other than in the ordinary course of business; (8) enter into any other transaction outside the ordinary course of business or prohibited hereunder; or (9) take any action or suffer or permit any event to occur that would cause any representation or warranty of Seller or Corporation to become untrue as of the Closing Date.

- C. From the date of this Agreement to Closing, Corporation and Seller will afford Buyer and Buyer's authorized representatives access to the Business, financial and operating data and such other information regarding the Business as Buyer may reasonably request. Buyer will cause all information obtained from Corporation and Seller in connection with the negotiation and performance of this Agreement provided by Corporation and Seller to be treated as confidential (except such information which is in the public domain or which Buyer may be required to disclose under applicable law or pursuant to any court or regulatory agency order) and will not use, and will not knowingly permit others to use, any such confidential information in a manner detrimental to Corporation and Seller. Corporation and Seller will not disclose to any third persons other than Corporation and Seller's authorized representatives or to the secured party having a lien on the assets any of the terms or provisions of this Agreement (except which Corporation and Seller may be required to disclose under applicable law or pursuant to any court or regulatory agency order) prior to or after the Closing without the prior written consent of Buyer or as may be required to enforce this Agreement.
- D. Corporation and Seller shall promptly notify Buyer of any material adverse change in the condition (financial or otherwise) of the Business or Purchased Assets.

8. **Buyer's Conditions Precedent to Closing:** Buyer's obligations pursuant to this Agreement are subject to the following conditions:

- A. The representations and warranties of Seller and Corporation contained in this Agreement and in any certificate, schedule, exhibit or other document attached to or delivered pursuant to this Agreement shall be true at and as of the Closing Date as though made on and as of such date, and Corporation and Seller shall have performed and complied with all agreements, covenants and conditions required by this Agreement to be performed or complied with by them prior to or at the Closing. Corporation and Seller shall have delivered to Buyer a certificate dated the Closing Date signed by the Corporation and Seller to that effect.
- B. No event or series of events shall have occurred which has or may reasonably be expected to have a material adverse effect on the Business or the Purchased Assets.
- C. No investigation, suit, action, administrative or other proceeding initiated by a governmental authority or other third party shall be

pending or threatened which, in the opinion of Buyer's counsel, is reasonably likely to result in the restraint or prohibition or the performance of this Agreement or the consummation of the transactions contemplated hereby, or the obtaining of damages or other relief against Buyer, the Business or the Purchased Assets in connection therewith.

- D. On or before the Closing Date, Seller and Corporation shall enter into Non-Competition Agreement, providing that for a period of three (3) years from the date of Closing, Seller and Corporation shall not directly or indirectly, on their own behalf or as a principal, agent, partner, joint venturer, stockholder, officer, director, manager, shareholder, advisor, lessor, lessee, employee, or creditor, engage in the operation of any business serving alcohol the City of Bloomington, Illinois or the Town of Normal, Illinois , or (ii) solicit any employee of the Business for employment with another employer. A copy of said agreement is attached hereto as Exhibit D.
- E. The Buyer having received all necessary permissions, licenses, approvals, transfers or assignments necessary to the continued sale of alcoholic beverages and the resumption of gaming operations which the business is currently engaged in or has in the past been engaged in. It is specifically noted that Seller's gaming license(s) were previously suspended or revoked and that their reinstatement is critical to this agreement.
- F. All conditions or contingencies of the Real Estate Contract (Exhibit A) have been satisfied to Buyer's satisfaction.
- G. Buyer in Buyer's sole discretion may waive in whole or part any of the above conditions precedent.

9. **Corporation and Seller's Condition Precedent to Closing:** Seller's obligations pursuant to this Agreement are subject to the following conditions:

- A. Buyer's payment of the purchase price set forth in herein.
- B. The representations and warranties of Buyer and contained in this Agreement and in any certificate, schedule, exhibit or other document delivered pursuant to this Agreement shall be true at and as of the Closing Date as though made on and as of such date, and Buyer shall have performed and complied with all agreements,

covenants and conditions required by this Agreement to be performed or complied with by them prior to or at the Closing. Buyer shall have delivered to Seller a certificate dated the Closing Date signed by the Buyer to that effect.

10. **Documents**: On the Closing Date, Corporation and Seller shall deliver or cause to be delivered to Buyer a Warranty Bill of Sale (Exhibit E attached hereto) and such other instruments of transfer as Buyer may refinance transferring to Buyer title to all of the Purchased Assets. Such instrument (a) shall be in the form and will contain the warranties, covenants and other provisions (not inconsistent with the provisions hereof) which are usual and customary for transferring the type of property involved under the laws of the jurisdictions applicable to such transfers, (b) shall be in form and substance reasonably satisfactory to Buyer and its counsel, and (c) shall effectively vest in Buyer good and marketable title to all of the stock of the business and the other Purchased Assets free and clear of all liabilities, licenses, claims, liens, restrictions, encumbrances, mortgages and security interests whatsoever. Seller, Corporation and Buyer shall also deliver the Non-Competition Agreement.

11. **Liabilities and Obligations**:

- A. Responsibility for liabilities or obligations relating to the ownership of the Purchased Assets or operation of the Business, of any kind or nature, direct or indirect, liquidated or unliquidated, actual or contingent, unless otherwise specifically provided for herein, shall be affixed as follows:

- (1) Corporation and Seller shall be responsible for such obligations incurred or accrued before the Closing Date; and
- (2) Buyer shall be responsible for such obligations incurred or accrued on or after the Closing Date.

Except for liabilities and obligations arising out of the operation of the Business on or after the Closing, it is understood and agreed that Buyer is not assuming or becoming liable for any liabilities of the Corporation or Seller (including, without limitation, any indebtedness of the Corporation or Seller or the Business) of any kind or nature at any time existing or asserted, whether known or unknown, fixed, contingent or otherwise, except for liabilities and obligations that are attributable to post Closing periods and/or post-Closing Business operations or contractual liabilities assumed by Buyer.

Except for those contracts of Corporation and Seller expressly assumed by Buyer, Buyer shall not be responsible for any contractual obligation of Seller or Corporation.

- B. Liability with respect to Corporation or Seller's employees for compensation, retirement, bonus, pension, health, vacation or other benefits and for payroll taxes, and deposit thereof, shall be determined up to the Closing Date, and shall be the responsibility of Seller and Corporation.
- C. Liability for any periodic items, the period of which spans the Closing Date, such as monthly lease payments, utilities, and the like, shall be pro-rated between Corporation and Seller and Buyer based on the number of days before and after the Closing Date in any such period. Any items relating to this Section 11(c) shall be provided to Buyer or Corporation and Seller within 30 days after the Closing Date.
- D. Buyer and Corporation and Seller shall coordinate utility transfer within 24 hours of Closing.
- E. If Seller or Corporation have any pending claims which may be covered by insurance Seller and/or Corporation have or will disclose the same and have or will authorize Buyer to directly contact their insurance agent or company and to obtain all information concerning such claim and the coverage which may be available. Seller or Corporation have or will execute any additional forms, consents or directions Buyer may request to effectuate the intent and purpose of this provision or any other provision of this contract.

12. Survival of Representations; Indemnification:

- A. The representations and warranties made by Corporation and Seller shall survive the closing. The representations and warranties set forth in any representation and warranty in this Agreement are cumulative.
- B. Buyer shall indemnify, defend and save and hold Corporation and Seller harmless from and against any and all demands, claims, actions or causes of action, assessments, losses, damages, deficiencies, liabilities, costs and expenses (including reasonable attorneys' fees, interest, penalties and all reasonable amounts paid in investigation, defense or settlement of any of the foregoing, and

whether or not any such demands, claims, allegations, etc., of third parties are meritorious), (collectively "Seller's Damages"), asserted against, imposed upon, resulting to, required to be paid by, or incurred by Corporation and Seller, directly or indirectly, in connection with, arising out of, which could result in, or which would not have occurred but for, (i) a breach of any representation or warranty made by Buyer in this Agreement or in any document furnished pursuant hereto by Buyer or any other agreement to which Buyer is a party, (ii) a breach or nonfulfillment of any covenant or agreement made by Buyer in or pursuant to this Agreement and in any other agreement to which Buyer is a party, and (iii) the ownership and operation of the Business after the Closing Date.

- C. Seller and Corporation shall indemnify, defend and save and hold Buyer harmless from and against any and all demands, claims, actions or causes of action, assessments, losses, damages, deficiencies, liabilities, costs and expenses (including reasonable attorneys' fees, interest, penalties and all reasonable amounts paid in investigation, defense or settlement of any of the foregoing, and whether or not any such demands, claims, allegations, etc., of third parties are meritorious), (collectively "Buyer's Damages"), asserted against, imposed upon, resulting to, required to be paid by, or incurred by Buyer, directly or indirectly, in connection with, arising out of, which could result in, or which would not have occurred but for, (i) a breach of any representation or warranty made by Seller and Corporation in this Agreement or in any document furnished pursuant hereto by Seller and Corporation or any other agreement to which Seller and Corporation are a party, (ii) a breach or nonfulfillment of any covenant or agreement made by Corporation or Seller in or pursuant to this Agreement and in any other agreement to which Seller or Corporation are a party, and (iii) the ownership and operation of the Business prior to the Closing Date.

13. **Closing/Possession Date:** Closing of this Agreement and the Real Estate Purchase Agreement (Exhibit A) shall occur substantially contemporaneously and possession of the Purchased Assets shall take place effective at the close of business on the later of February 1, 2023, or within 21 days of the final approval and transfer or assignment of all licenses necessary to conduct and/or continue the existing sale of alcohol and the previous gaming operations conducted or engaged in by the business, whichever shall first occur. Time is of the essence with regard to this Agreement.

14. Termination.

- A. At any time prior to the Closing, this Agreement may be terminated as follows: (i) by mutual written consent of all of the parties to this Agreement; (ii) by Buyer in the event of a material breach by Corporation or Seller of any representation, warranty, covenant or other agreement contained herein, which breach is not cured after fourteen days written notice thereof is given to Seller or Corporation; (iii) by Buyer at any time Buyer in his or its sole discretion believes that further attempts to obtain the ability of the business to conduct liquor and gaming sales is unlikely to prove productive.
- B. Unless otherwise provided in this Agreement, all obligations of the parties hereunder shall cease upon any termination pursuant to this agreement, provided however, that in the event of a breach of this Agreement, the breaching party shall remain liable for any and all damages, costs and expenses, including reasonable attorneys' fees, sustained or incurred by the nonbreaching party as a result thereof in connection therewith or with the enforcement of its rights hereunder.
15. At the option of Buyer this agreement may be converted into an asset purchase agreement with Buyer buying all of the purchased assets except for the stock. Except to the limited extent that any specific covenant or covenants in this agreement or Exhibit A attached hereto should become irrelevant or meaningless as a result of said conversion all provisions of the agreements shall remain in full force and effect should Buyer elect said conversion.
16. It is understood that a crucial condition of this sale is the ability of the business (whether in its current form or as a new entity) to obtain any and all necessary or convenient licenses, permission or authorities to engage in gaming operations and the sale of alcohol. Seller and Corporation irrevocably appoint Buyer or his assign as their attorney in fact to take all actions Buyer deems reasonably necessary either on Buyer's behalf or on Seller's or Corporation's behalf to obtain any and all necessary or convenient licenses, permissions or authorities whether by transfer, assignment or reissuance to accomplish this purpose.
17. **Notices:** Any and all notices or requests under this Agreement shall be in writing, and shall be delivered personally or by registered mail, as follows:

If to Seller: Randy Ehlers
[REDACTED]
Bloomington, IL 61701

If to Corporation: Randy Ehlers
[REDACTED]
Bloomington, IL 61701

If to Buyer: Robert Finegan
[REDACTED]
Bloomington, IL 61701

Either party may designate, by written notice to the other, any other address to which notices or requests addresses to said party are to be sent.

18. **Terms and Conditions Surviving Closing:** Except as otherwise provided herein, the terms and conditions of this Agreement shall survive Closing and shall be fully enforceable by any and all parties hereto.
19. **Binding Agreement:** This Agreement is fully binding on all of the parties hereto as well as the beneficiaries, heirs and assigns of said parties.
20. **Governing Law:** This Agreement shall be interpreted and governed solely by the laws of the State of Illinois.
21. **Construction.** The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation. The parties intend that each representation, warranty and covenant contained herein shall have independent significance. If any party has breached any representation, warranty or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the party has not breached shall not detract from or mitigate the fact that the party is in breach of the first representation, warranty or covenant.

22. **Entire Agreement.** This Agreement contains the entire agreement of Seller, Corporation, and Buyer. All prior or contemporaneous agreements, whether oral or written, between Seller, Corporation, and Buyer are merged into this Agreement. Any additions and/or amendments to this Agreement must be in writing and must be signed by Seller, Corporation and Buyer to be enforceable.
23. **Assignment.** This Agreement may, at the discretion of Buyer, be assigned to and/or assumed by an entity owned, controlled or administered by of Buyer, or persons related to or affiliated with Buyer.
24. **Electronic Signature; Multiple Counterparts.** This Agreement may be signed and delivered via facsimile or electronic signature in multiple counterparts which shall together constitute one enforceable agreement.
25. **This Agreement and Exhibit A.** Although Exhibit A and this agreement have been drafted as two separate agreements it is intended that they function, operate, and be interpreted as one agreement. In the event of any conflict between Exhibit A and this agreement, this agreement shall control.
26. **Gaming License Contingency.** Notwithstanding any other provision in this agreement unless Buyer shall affirmatively communicate to Seller or Corporation on or before October 20, 2022 that Buyer is electing to terminate this agreement because the gaming license contingency has not been met then Buyer shall be deemed to have waived said contingency and the agreement shall no longer be subject to such contingency.

[signature page(s) follow]

Executed in duplicate as of the date first set forth above.

SPORT & BAIT TACKLE TAVERN, INC.

DEREK SAMPLE

By: [REDACTED]

By: [REDACTED]

"CORPORATION"

"BUYER"

Subscribed and sworn to before me this

23 day of September, 2022.

[REDACTED]

Notary Public

[REDACTED]
Ronald Hinchee

Subscribed and sworn to before me this

29th day of September, 2022.

[REDACTED]

Notary Public



Subscribed and sworn to before me this

23 day of September, 2022.

[REDACTED]

Notary Public

[REDACTED]

Zelda Hinchee



Subscribed and sworn to before me this

23 day of September, 2022.

[REDACTED]

Notary Public

"SELLER"



EXHIBIT B

PURCHASE PRICE ALLOCATION

Real Estate	TBD
Stock**	TBD
Furniture, Fixtures & Equipment	TBD
Noncompete Covenant	TBD
Goodwill	TBD
	<u>\$110,000.00</u>

** Should Buyer convert this agreement to an Asset Purchase Agreement then the sum of money allocated to the purchase of the stock shall be added to the sum of money allocated to the furniture, fixtures, equipment and other assets**

[Seller to prepare and insert any required Disclosure Schedules]

EXHIBIT "C"
DISCLOSURES

[to be inserted]

EXHIBIT "D"
NON-COMPETITION AGREEMENT

NON-COMPETITION AGREEMENT

This Non-Competition Agreement ("Agreement") is made and entered into effective as of the Closing date, by and between *SPORT & BAIT LOUNGE TAVERN, INC.*, an Illinois corporation ("hereafter "corporation"), RONALD HINCHEE and ZELDA HINCHEE (hereafter "Seller") and DEREK SAMPLE or his assign(s) (hereafter "Buyer"). Unless otherwise defined herein, defined terms shall have the meaning set for in the Purchase Agreement (as hereafter defined).

WHEREAS, Sellers and Corporation and Buyer have entered into a Purchase Agreement ("Purchase Agreement"); and

WHEREAS, the Seller and Corporation are required by the terms of the Purchase Agreement to enter into this Agreement.

The parties, intending to be legally bound, agree as follows:

1. RESTRICTIVE COVENANTS.

For a period of three (3) years after Closing, Seller and Corporation shall not directly or indirectly, on their own behalf or as a principal, agent, partner, joint venturer, stockholder, officer, director, manager, shareholder, advisor, lessor, lessee, employee, or creditor, (i) engage in the operation of any business serving alcohol in the City of Bloomington, Illinois or the Town of Normal, Illinois; or (ii) solicit any employee of the Business for employment with another employer.

2. REASONABLENESS OF RESTRICTIONS

The Seller and Corporation agree and acknowledge that they have specifically negotiated the time, scope, and geographic area and other provisions of Paragraphs 1 and the Seller and Corporation specifically agree that such time, scope, and geographic areas, and other provisions are reasonable under these circumstances. The Seller and Corporation further agree that if, despite the express agreement of the parties to this Agreement, a court should hold any portion of this Agreement unenforceable for any reason, the maximum restrictions of time, scope, and geographic area reasonable under the circumstances, as determined by the court, will be substituted for the restrictions held unenforceable.

3. REMEDIES

The parties recognize that Buyer would suffer substantial and irreparable damages in the event of any breach of the terms of Paragraph 1 of this Agreement by the Seller and Corporation, and also recognize that such damages would be difficult, if not impossible, to value in terms of monetary compensation, and accordingly, the Sellers agree that in the event of any such breach by the Seller and Corporation, Buyer shall be entitled to an injunction (without the necessity of posting bond) which shall be granted in addition to any other rights or remedies that may be available hereunder or pursuant to Illinois law to Buyer. The Seller and Corporation further agrees that upon breach of the terms of Paragraph 1, that Buyer shall be entitled to an accounting and repayment of all profits, compensation, commissions, remunerations, or benefits which the Seller and Corporation, directly or indirectly, has realized or may realize as a result of or in connection with such violation; such shall be in addition to and not in limitation of any other rights or remedies stated herein. The covenants contained in Paragraph 1 shall be construed as agreements independent of any other provisions of the Purchase Agreement or other transaction document between the parties; and the existence of any claim or cause of action of the undersigned against the Buyer, shall not constitute a defense to the enforcement of the covenants contained in Paragraph 1.

4. OBLIGATIONS JOINT AND SEVERAL

All of the obligations of the Seller and Corporation hereunder shall be joint and several.

5. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois.

6. ASSIGNABILITY; BINDING EFFECT

Buyer may assign its rights under this Agreement to any successor in interest, whether by merger, consolidation, sale of the assets of the Seller to Buyer or otherwise. All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the respective heirs, beneficiaries, personal and legal representatives, successors, and assigns of the parties hereto.

7. FULL SETTLEMENT; RESOLUTION OF DISPUTES.

The covenants contained in this Agreement shall be construed as independent of any provisions of the Purchase Agreement, and the existence of any other claim or cause of action by either party against the other shall not constitute a defense to the enforcement of the within covenants or to payment of amount payable by Buyer to Seller and Corporation under the Purchase Agreement. The prevailing party shall be

entitled to reasonable attorney fees and reimbursement of costs and expenses of litigation with respect to enforcement of this Agreement.

8. ENTIRE AGREEMENT

This Agreement contains the entire agreement and understanding between the parties hereto with respect to the provisions contained in this Agreement, and no representations, promises, agreements, or understandings, written or oral, related thereto which are not contained in this Agreement will be given any force or effect. No change or modification of this Agreement will be valid or binding unless it is in writing and signed by the party against whom the change or modification is sought to be enforced. If Buyer waives or fails to enforce any provision of this Agreement in one instance, said waiver or failure to enforce does not and will not constitute a waiver of any other provisions of this Agreement at said time, or a waiver of that provision at any other time.

9. HEADINGS

The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

10. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[signature page(s) follow]

IN WITNESS WHEREOF, this Agreement has been executed, effective as of the date first written above.

SPORT & BAIT TACKLE TAVERN, INC.

By

[REDACTED]

"CORPORATION"

[REDACTED]

Ronald Hinchee

[REDACTED]

Zelda Hinchee

"SELLER"

DEREK SAMPLE

By:

[REDACTED]

"BUYER"

The following item was presented:

Item 5.C. Public Hearing and Action on an Application for Approval of Arlandria, LLC, d/b/a Reality Bites, to Purchase Sport & Bait Lounge Tavern, Inc., and the Premises Located at 304 N. Morris Ave. and for Issuance of a Class TAPS (Tavern, All Types of Alcohol, with Package and Sunday Sales) Liquor License, as requested by the City Clerk Department.

Commissioner Meister opened the public hearing at 4:08 p.m.

Derek Sample, Potential Owner; and Joe Dehn, Attorney for the Applicant, were sworn in. Mr. Dehn clarified that the Item was for the purchase of Sport & Bait Lounge's assets, resulting in Arlandria, LLC, to operate the successive entity at the Sport & Bait location.

George Boyle, Asst. Corporation Counsel, clarified that Arlandria, LLC, requested a separate license. Mr. Dehn said yes; one umbrella corporation (Arlandria, LLC) would own

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LIQUOR COMMISSION - REGULAR SESSION
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multiple businesses and operate this location. Mr. Boyle asked if there was a plan to change the name of the establishment. Mr. Dehn stated that it was a possibility, but they wanted to take these first steps to obtain ownership and a State license before moving forward with a name change.

Mr. Boyle asked about intentions to change the way the business operated. Mr. Sample stated no; they planned some light remodeling, but it would maintain the Sport & Bait look. He stated they wanted to revitalize the location and get a return on profit.

Staff had no concerns.

Commissioner Meister closed the public hearing at 4:13 p.m.

Commissioner Meister motioned to positively recommend the Item to Council.

Motion carried.



REGULAR AGENDA ITEM NO. 8.A

FOR COUNCIL: February 13, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Amending Article III of Chapter 45 of the City Code Regarding Neighborhood Preservation & Vacant Commercial Buildings and the Schedule of Fees in Chapter 1, as requested by the Economic & Community Development Department and the Administration Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 4. Strong Neighborhoods

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 4c. Preservation of property/home valuations

Objective 5e. More attractive city: commercial areas and neighborhoods

BACKGROUND: Like most communities, the City of Bloomington has vacant commercial properties. These properties can create a number of issues, ranging from malicious damage, squatters and structural damage. When these properties are not kept up, they also impact neighboring properties and overall property values. To help address these issues, City staff is proposing the creation of a program where vacant commercial buildings will have to be registered with the City, properly secured, and maintained to certain standards. No fee is proposed at this time for the registration, although that may be revisited in the future depending on the costs of the program. City staff believes that the registration and inspection components of the program will help ensure that vacant commercial buildings are properly secured and do not pose a threat to public health and/or safety.

To provide time for the City to set up the program and assist with getting property owners into compliance, the changes are not effective until May 1, 2023.

In addition to adding the provisions on vacant commercial buildings, the proposed ordinance also increases the registration costs for derelict buildings to more accurately cover the costs associated with addressing that program.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Illinois Realtors Association

FINANCIAL IMPACT: The increase in the costs of registering a derelict building from \$30 to \$250 will help cover the costs of staff time associated with that program.

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-3. Improve communication

between the City, the citizens and the neighborhood organizations to foster teamwork and community spirit.

Respectfully submitted for consideration.

Prepared by: Jeff Jurgens, Corporation Counsel

ATTACHMENTS:

[E&CD 1B Ordinance](#)

ORDINANCE NO. 2023 - _____

AN ORDINANCE AMENDING ARTICLE III OF CHAPTER 45 OF THE CITY CODE
REGARDING NEIGHBORHOOD PRESERVATION & VACANT COMMERCIAL BUILDINGS
AND THE SCHEDULE OF FEES IN CHAPTER 1

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

WHEREAS, the City currently has in place in its City Code provisions to preserve neighborhoods and to address derelict buildings, known as the Neighborhood Preservation Ordinance; and

WHEREAS, in addition to derelict buildings, the City also faces issues from commercial buildings that are left vacant for extended periods of time; and

WHEREAS, vacant commercial buildings require oversight and attention by the City due to the increase likelihood of trespassers, vandalism, fire/safety issues, and other property maintenance issues (e.g., broken windows, overgrown or dead grass/weeds/vegetation, graffiti, garbage and rubbish, snow and ice removal, frozen and damaged water pipes, sewage back-ups, etc.); and

WHEREAS, addressing vacant commercial buildings is costly to the City and some of these costs may be mitigated by implementation of a registration and oversight program as proposed; and

WHEREAS, the City Council desires to update its Neighborhood Preservation Ordinance to also address vacant commercial buildings and to mitigate the impacts of same on the City.

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

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

SECTION 2. That Chapter 45, Article III shall be amended as set forth on Exhibit A.

SECTION 3. That Chapter 1, Section 30, the Schedule of Fees, shall be amended as set forth on Exhibit B.

SECTION 4. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 5. In the event that any section, clause, provision, or part of this Ordinance

shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 6. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 7. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 8. This Ordinance shall be effective May 1, 2023, which is at least 10 days after its passage, approval, and publication as required by law.

PASSED this 13th day of February 2023.

APPROVED this _____ day of February 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Article III **Neighborhood Preservation & Vacant Commercial Buildings**

§ 45-301 [Ch. 45, Sec. 1100.1] Title and scope of article.

This article shall be known as the "Neighborhood Preservation & Vacant Commercial Building Ordinance" and shall apply to all derelict buildings and premises thereof in the City of Bloomington now existing or hereafter becoming derelict.

§ 45-302 [Ch. 45, Sec. 1100.2] Intent.

It is the intent of this article to protect the public health, safety, and welfare by establishing a registration process for vacant commercial buildings and derelict buildings and requiring responsible parties to implement a maintenance plan for such buildings to prevent deterioration, unsightly blight and consequent adverse impact on adjacent property and neighborhoods. This article shall be liberally construed to effect its purposes.

§ 45-303 [Ch. 45, Sec. 1100.3] Effect on other laws.

This article shall not be construed to limit or prevent the enforcement of other laws, codes, ordinances or regulations. In the event of conflict, the provision setting the highest standard for health and safety shall prevail.

§ 45-304 [Ch. 45, Sec. 1100.4] Definitions.

ACTIVELY FOR SALE OR LEASE

Means the Commercial Building is being actively marketed, pursuant to reasonable industry standards, through a licensed real estate broker, or the owner, who is regularly advertising the property in one or more newspapers circulated in and around the Bloomington-Normal community and/or commercial real estate websites, it is being offered for sale or lease at a cost of no more than 25 percent over the market rate (i.e., the assessed value of the real estate and buildings as determined by the township assessor), and the Commercial Building is in reasonable condition for sale or lease and in compliance with the minimum maintenance standards set forth in Section 45-314. In the alternative to utilizing the assessed value of the property, the Owner may provide the City with a commercial appraisal using accepted commercial appraisal standards to show the market rate. A property owner may also file a form with the City Manager to list the property at an amount in excess of 25 percent over market rate for a period of 90 days. Said form shall detail the reasons why property value is believed to over 25 percent the market rate.

BUILDING

A structure built for the support, shelter, or enclosure of people, animals, chattels, or

movable property of any kind and which is permanently affixed to the ground.

COMMERCIAL BUILDING

A building that is generally owned, operated, and/or originally constructed, for the transaction of business and/or commerce, including but not limited to the manufacture, sale or delivery of goods, the storage of materials or goods, the provision of services, and/or the rental of spaces for business or commerce uses.

DERELICT BUILDING

A building that is:

- A. Condemned; or
- B. Unoccupied and unsecured for five days or more; or
- C. Unoccupied and unsecured by means other than those normally used in the design of buildings of similar structure or design for 30 days or more; this includes buildings whose doors, windows, or other openings are boarded up; or
- D. Unoccupied and having more than two property maintenance, fire or building code violations existing for 30 days or more; or
- E. Unoccupied for more than 90 days and during which time an order has been issued to correct one or more code violations or to abate a nuisance.

DIRECTOR OF ECONOMIC & COMMUNITY DEVELOPMENT

As used herein, shall refer to the Director of Economic & Community Development, or to his or her designee.

OWNER

Any person, agent, operator, firm, corporation, limited liability company or other entity having a legal or equitable interest in the property, or holding a mortgage on the property, or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court. For purposes of this definition and Ordinance, the term “agent” shall not include any licensee under the Illinois Real Estate License Act of 2020.

PREMISES

A lot, plot or parcel of land including the buildings or structures thereon.

SEPARATE UNIT OR UNIT

A portion of a Commercial Building that is used for its own individual purpose and/or business, distinct from the other occupants or uses of the Commercial Building, that is separated by walls or ceilings or has an exterior entrance separate from the other uses of the Commercial Building.

UNOCCUPIED

No person or persons actually, currently conduct a lawfully licensed business, or lawfully reside or live in any part of the building as the legal or equitable owner(s) or tenant(s).

VACANT

Means lacking habitual presence of human beings who have a legal right to be on the premises, or at which substantially all lawful business or construction operations or occupancy has ceased, or which is substantially devoid of content. In determining whether a Commercial Building is vacant, it is relevant to consider, among other factors, whether less than thirty-five (35%) of the total floor area of a building is not lawfully occupied, the condition and value of any items in the building and the presence of rental or for sale signs on the property. If a Commercial Building has one or more Separate Units, each Unit shall be considered on an individual basis.

VACANT COMMERCIAL BUILDING

A Commercial Building that is vacant for more than: (1) sixty (60) days if not Actively for Sale or Lease; or (2) three-hundred and sixty-five (365) days if Actively for Sale or Lease. In addition, any Commercial Building that is under active construction, rehabilitation, or repair without the existence of any Code violation and having been issued all required permits for such work by the City of Bloomington shall not be considered vacant. To be considered “active construction, rehabilitation or repair work” herein, progress must be made in a reasonably commercial manner. If a Commercial Building has Separate Units, each Unit shall be considered separately. If one or more Units within a Commercial Building are considered “vacant” then said Units shall be subject to inspection and registration in the same manner as a Vacant Commercial Building with a notation on the City’s vacant building registry that only one or more Units within the Commercial Building are actually vacant.

§ 45-305 [Ch. 45, Sec. 1100.5] Obligation to register derelict buildings.

- A. Any owner of a derelict building as defined in § 45-304 of this Ordinance shall register such building as a derelict building and submit a derelict building plan. The derelict building

registration and plan shall be filed with the Department of Economic & Community Development, together with a registration fee of in an amount as set forth in the Schedule of Fees. Registration of a derelict building shall be valid for a period of one year from the date of registration. If the building remains derelict at the expiration of any registration period, the owner shall renew registration of such building and pay a fee as set forth in the Schedule of Fees. Each subsequent annual registration for said building shall be assessed a registration fee as set forth in the Schedule of Fees. All fees provided for in this section are in addition to any other fees, fines or penalties provided for by the ordinances of the City of Bloomington, State or Federal law.

- B. Notification of derelict building status. If the Director of Economic & Community Development or code official designated by the Director determines that a building is derelict within the meaning of § 45-304 of this Ordinance, the Director or enforcement official shall provide notice to the last known owner by letter sent by first class mail requesting the owner of the building to register the building and submit a derelict building plan. Such notice shall state the reasons for determination of derelict building status. If the owner's address cannot be determined upon due inquiry, notice may be posted upon the building. The owner of such building shall, within 10 days of notification, register such building as a derelict building and submit a derelict building plan to the Department of Economic & Community Development. In lieu of registration, the owner may, within 10 days of notification, remedy the reasons for determination of derelict building status specified in the notice and arrange for an inspection by the Department of Economic & Community Development for verification. Notification shall have been deemed to have been received within four days of the mailing and/or posting of the notification of derelict building status.
- C. If more than 14 days elapse from the day notice of derelict building status is mailed and/or posted and the building remains unregistered, the Director of Economic & Community Development may:
 - (1) Apply through the Legal Department for an administrative search warrant allowing inspection of the premises to determine the condition of the property;
 - (2) Abate any nuisance or City code violations existing on the premises and place a lien for the cost of such abatement on the property;
 - (3) Apply to the Circuit Clerk through the Legal Department for a judgment, injunctive or other appropriate relief.

§ 45-306 [Ch. 45, Sec. 1100.6] Required registration information – Derelict Buildings.

The owner registering a derelict building shall supply the following information:

- A. The common description (street address), legal description and tax parcel identification number of the premises on which the derelict building is situated.
- B. The following ownership information:
 - (1) The names and physical addresses of all owners of the property; (no post office box address will be acceptable in lieu of required physical addresses); or
 - (2) If the property is owned by a corporation, partnership, limited liability company, land trust or other business entity, the registering owner or agent must provide the name, physical address and telephone number of an agent, authorized to accept service of process and residing in McLean County, Illinois.
- C. The name, physical address and telephone number of a person maintaining a work or residential address in McLean County authorized to act in control of the property in matters of maintenance and who may be contacted in case of emergency.
- D. The date on which the building became derelict.
- E. A derelict building plan, as described in § 45-308 of this Ordinance.
- F. The name, street address, mailing address and telephone number of the person preparing the registration statement and a certification by that person that the information on said statement is true and correct to the best of that person's information, knowledge and belief.
- G. The person signing the registration form must certify that they are either the owner of the property or a person acting with direct authority from the owner in matters pertaining to the registration, control and maintenance of the property.
- H. Any registration lacking the information required by this section will not be considered complete and will not be accepted for purposes of derelict building registration. An owner who fails to provide the information required by this section shall be deemed to have failed to register and be subject to fines as provided in § 45-318 of this article.
- I. Any owner required to register a property must report any change of information required on the registration within 10 days after the change. Failure to report changes as required by this subsection will be punishable by a fine as provided in § 45-317 of this article.
- J. Statements made on the registration form shall be accepted as prima facie true and correct in any administrative or court proceeding.

§ 45-307 [Ch. 45, Sec. 1100.7] Requirements of owners, agents and other responsible

parties.

Owners, agents and other responsible parties are required:

- A. To register derelict properties as required by this article and to report any change of information required on the registration within 10 days after the change;
- B. To obtain and maintain general liability insurance in an amount not less than \$300,000 for buildings designed primarily for residential use containing not more than four dwelling units, and not less than \$1,000,000 for any other building.
- C. To maintain properties in compliance with all applicable provisions of the Bloomington City Code, State and Federal law.
- D. To repair and maintain any doors, windows, or other openings and to secure all openings by conventional methods used in the design of the building or by methods permitted for new construction of similar type.
- E. To place upon the front door of the building, in a legible, weatherproof format, the name and contact information of a responsible party maintaining a work or residential address in McLean County who may be contacted in case of emergency.

§ 45-308 [Ch. 45, Sec. 1100.8] Derelict building plan.

When a derelict building is registered as required herein, the owner or agent shall submit a derelict building plan. The plan shall contain the following:

- A. A plan of action to repair any doors, windows, or other openings which are boarded up or otherwise secured by any means other than conventional methods used in the design of the building or permitted for new construction of similar type.
- B. A plan for the continued care, maintenance and upkeep of the premises and any building, or structure located upon it.
- C. A timetable for repair, return to occupancy, sale or demolition of the building.
- D. A specific date for the abatement of any nuisance existing in or on the premises.

§ 45-309 [Ch. 45, Sec. 1100.9] Approval of plan.

- A. The Director of Economic & Community Development shall have discretion to approve, deny or modify the proposed derelict building plan, subject to the right to appeal as described in Subsection **B** of this section. Notice will be sent to the owner or owner's agent of the approval, rejection or modification of the plan.

- (1) In considering the appropriateness of a derelict building plan, the following factors shall be considered:
 - (a) The purposes of this article and the intent of the City Council to minimize the period of time a building is boarded up or otherwise derelict.
 - (b) The effect of the proposed plan on adjoining property.
 - (c) The general economic conditions of the community.
 - (d) The cost to implement the proposed plan.
 - (e) The length of time the building has been derelict.
 - (f) The presence of any public nuisance on the property as defined in Chapter 21, § 21-204.
 - (g) The relative hardship on or gain to the neighborhood or public, as compared to the hardship or gain of the owner resulting from approval or modification of the proposed plan.
- B. The Director of Economic & Community Development shall, upon notice to the derelict building owner or owner's agent, have the right to modify the plan by altering the dates of performance or the proposed methods of action. If the owner of the building objects to the modifications made by the Director, such owner shall have the right to appeal to the City of Bloomington Property Maintenance Review Board for final determination in accordance with the standards set forth in § 45-309A. Such appeal shall be filed with the Director of Economic & Community Development within 15 days of the date of receipt of the Director's notice of modification or denial. The notice shall be deemed received four days after having been mailed to an address listed as the owner's address on the building registration form.
- C. The Property Maintenance Review Board, after considering the testimony and evidence presented, shall render its decision on the owner's appeal of the Director of Economic & Community Development's proposed modifications of the derelict building plan. The Property Maintenance Review Board shall have the authority to fashion its own derelict building plan or approve the plan submitted by the owner or the modified plan submitted by the Director. The decision of the Property Maintenance Review Board shall be final and constitute the derelict building plan.

~~§ 45-310 [Ch. 45, Sec. 1100.10] Penalties.~~

- ~~A. Violation of any of the provisions of this Ordinance shall be deemed a strict liability offense and shall subject the violator to penalties as provided herein.~~
- ~~B. Failure to register a derelict building within 10 days of notification as required by this Ordinance shall be punishable as an ordinance violation with a fine of \$50 to \$500 per day in addition to any other fees, fines or penalties provided by law.~~
- ~~C. Any person who provides false information on a registration statement shall be subject to a fine of not less than \$250 nor more than \$1,000 for each false statement made.~~
- ~~D. Failure to comply with the requirements of the derelict building plan as approved by the Director of Economic & Community Development or modified by the Property Maintenance Board of Review, shall constitute a violation of this article and shall subject the owner to a fine of from \$50 to \$500 per day in addition to any other fees, fines or penalties provided by law.~~
- ~~E. Failure to comply with any of the requirements of § 45-307 of this Ordinance shall subject the owner, agent or other responsible party to a fine of \$50 to \$500 per day. Each violation shall be deemed a separate offense. Each day any violation continues shall also be deemed a separate offense.~~
- ~~F. The City of Bloomington may file in the Circuit Court of McLean County to recover unpaid fees, fines and costs associated with the registration and maintenance of derelict buildings. The City may also file a lien on the property on which a derelict building is located for unpaid fees, fines and costs associated with the registration and maintenance of a derelict building.~~

§ 45-310 [Ch. 45, Sec. 1100.10] Change of ownership.

The derelict building plan shall remain in effect notwithstanding a change in ownership. The new owner is required to file a new registration with the Department of Economic & Community Development and supply the name, address and telephone number of the new owners within 30 days of acquiring title to the premises.

§ 45-311 [Ch. 45, Sec. 1100.11] Removal of derelict building status.

In order to obtain removal of a building from the derelict building registry, the owner or agent for said property shall contact the Department of Economic & Community Development in order to request the change in status and arrange for inspection of the property to occur prior to occupancy. If, after inspection, the Department determines the property no longer falls within the

definition of derelict building as defined in § 45-304 of this Ordinance, the property shall be removed from the registry of derelict buildings.

§ 45-312 [Ch. 45, Sec. 1100.12] Obligation to register Vacant Commercial Buildings.

- A. Any owner of a Vacant Commercial Building as defined in § 45-304 of this Ordinance shall register such building as a Vacant Commercial Building with the Department of Economic & Community Development, together with a registration fee in an amount as set forth in the Schedule of Fees. Registration of a Vacant Commercial Building shall be valid for a period of twelve (12) months from the date of registration. If the building remains vacant at the expiration of any registration period, the owner shall renew registration of such building and pay a fee as set forth in the Schedule of Fees. Each subsequent registration for said building shall be assessed a registration fee as set forth in the Schedule of Fees. All fees provided for in this section are in addition to any other fees, fines or penalties provided for by the ordinances of the City of Bloomington, State or Federal law.
- B. Notification of Vacant Commercial Building status. If the Director of Economic & Community Development or code official designated by the Director determines that a commercial building is vacant within the meaning of § 45-304 of this Ordinance, the Director or enforcement official shall provide notice to the last known owner by letter sent by first class mail requesting the owner of the building to register the building. Such notice shall state the reasons for determination of vacant building status. If the owner's address cannot be determined upon due inquiry, notice may be posted upon the building. The owner of such building shall, within 10 days of notification, register such building as a vacant building with the Department of Economic & Community Development. Notification shall have been deemed to have been received within four days of the mailing and/or posting of the notification of vacant building status.
- C. If more than 14 days elapse from the day notice of vacant building status is mailed and/or posted and the building remains unregistered, the Director of Economic & Community Development may:
 - (1) Apply through the Legal Department for an administrative search warrant allowing inspection of the premises to determine the condition of the property;
 - (2) Abate any nuisance or City code violations existing on the premises and place a lien for the cost of such abatement on the property; and/or
 - (3) Apply to the Circuit Court through the Legal Department for a judgment, injunctive or other appropriate relief.
- D. An owner of a Commercial Building that is Actively for Sale or Lease shall provide

evidence of such on forms prescribed by the Economic & Community Development Department. Any Vacant Commercial Building that does not provide the required forms or related information shall not be considered Actively for Sale or Lease.

§ 45-313 [Ch. 45, Sec. 1100.13] Required registration information – Vacant Commercial Buildings.

The owner registering a vacant building shall supply the following information:

- A. The common description (street address), legal description and tax parcel identification number of the premises on which the vacant building is situated.
- B. The following ownership information:
 - (1) The names and physical addresses of all owners of the property; (no post office box address will be acceptable in lieu of required physical addresses); or
 - (2) If the property is owned by a corporation, partnership, limited liability company, land trust or other business entity, the registering owner or agent must provide the name, physical address and telephone number of an agent, authorized to accept service of process and residing in McLean County, Illinois.
- C. The name, physical address and telephone number of a person maintaining a work or residential address in McLean County authorized to act in control of the property in matters of maintenance and who may be contacted in case of emergency.
- D. The date on which the building became vacant.
- E. The name, street address, mailing address and telephone number of the person preparing the registration statement and a certification by that person that the information on said statement is true and correct to the best of that person's information, knowledge and belief.
- F. The person signing the registration form must certify that they are either the owner of the property or a person acting with direct authority from the owner in matters pertaining to the registration, control and maintenance of the property.
- G. Any registration lacking the information required by this section will not be considered complete and will not be accepted for purposes of vacant building registration. An owner who fails to provide the information required by this section shall be deemed to have failed to register and be subject to fines as provided in § 45-318 of this article.
- H. Any owner required to register a property must report any change of information required

on the registration within 10 days after the change. Failure to report changes as required by this subsection will be punishable by a fine as provided in § 45-318 of this article.

- I. Statements made on the registration form shall be accepted as prima facie true and correct in any administrative or court proceeding.

§ 45-314 [Ch. 45, Sec. 1100.14] Minimum Requirement for Vacant Commercial Buildings.

In addition to any other applicable code requirements, each Vacant Commercial Building must be kept in compliance with the following requirements for as long as the building remains vacant:

- A. Lot Maintenance Standards. The lot the Vacant Commercial Building stands on, and the surrounding public way, shall be maintained as follows:

- (1) all grass and weeds on the premises including abutting sidewalks, gutters and alleys shall be kept below eight (8) inches in height, and all dead or broken trees, tree limbs or shrubbery shall be cut and removed from the premises;
- (2) the exterior walkway leading to the main entry door, and any public sidewalk adjoining the lot shall be shoveled clear of snow;
- (3) junk, rubbish, waste, and any material that creates a health, safety or fire hazard including but not limited to any mail or flyers that have been delivered to the building shall not be permitted to accumulate on any portion of the exterior lot of the building;
- (4) no portion of the lot nor any structure, vehicle, receptacle or object thereon shall be maintained or operated in any manner that causes or produces any health or safety hazard or permits the premises to become a rodent haborage or is conducive to rodent haborage;
- (5) the lot shall be maintained so that water does not accumulate or stand on the ground; and
- (6) all fences and gates shall be maintained in sound condition and in good repair.

- B. Exterior Maintenance Standards. The exterior of the Vacant Commercial Building shall be enclosed secured and maintained as follows:

- (1) foundations, basements, cellars, and crawlspaces shall be maintained in sound and watertight condition adequate to support the building, and protected against the entry of rodents or other animals;
- (2) exterior walls shall be free of holes, breaks, loose or rotting boards or timbers, and any other conditions which might admit rain or dampness to the interior portions of the walls or the interior spaces and shall be protected against the entry of

rodents or other animals;

- (3) exterior windows and doors shall be maintained in sound condition and good repair. Windows and doors shall fit tightly within their frames and the frames shall be constructed and maintained in such relation to the adjacent wall construction as to prevent rain from entering the building;
- (4) exterior windows and doors shall be equipped with hardware for locking and the locking mechanism shall be maintained in properly functioning condition;
- (5) all points of possible ingress and egress including but not limited to exterior windows and doors shall be secured to prevent unauthorized entry;
- (6) any window which is broken, cracked, or missing glass or glazing shall be replaced and maintained in good repair or the building opening shall otherwise be adequately secured.
- (7) the roof shall be adequately supported, and shall be maintained in weather tight condition; the gutters, downspouts, scuppers, and appropriate flashing shall be in good repair and adequate to remove the water from the building or structure;
- (8) chimneys and flues shall be kept in sound, functional, weathertight condition and in good repair;
- (9) every outside stair or step shall be maintained in sound condition and in good repair; every porch, stoop, deck, veranda, balcony and walk shall be maintained in sound condition for its purpose; and
- (10) all exit areas shall have continuous exterior lighting from dusk to dawn; normal intensity of lighting shall be not less than one footcandle per square foot on the floor surfaces within an eight-foot radius around said exit. This requirement may be met by the use of battery-powered or solar-powered lighting if such lighting meets the performance standards set by this paragraph.

C. Interior Maintenance Standards. The interior of any Vacant Commercial Building shall be maintained as follows:

- (1) it is prohibited to accumulate or permit the accumulation of junk, trash and debris, boxes, lumber, scrap metal, junk vehicles or any other materials in such a manner that may produce any health, fire, or safety hazard, or provide harborage for rodents or other animals on the premises; materials stored by the owner or permitted to be stored by the owner shall be stacked safely, and away from stairs or hallways, and any other places of ingress and egress;
- (2) every foundation, roof, floor, wall, stair, ceiling, and any other structural support shall be safe and capable of supporting the loads that normal use may cause to be placed thereon and shall be kept in sound condition and in good repair; floors and

stairs shall be free of holes, grooves and cracks that could be potentially hazardous;

- (3) any plumbing fixtures shall be maintained with no leaking pipes; and all pipes for water shall be either completely drained or heated to resist being frozen;
- (4) every exit door maintained as such in compliance with subsection (d)(3) shall be secured with an internal deadbolt lock, or with a locking mechanism deemed equivalent or better by the Economic & Community Development Department and every such exit door shall be capable of being opened from the inside easily and without the use of a key or special knowledge;
- (5) interior stairs shall have treads and risers that have uniform dimensions, are sound, securely fastened, and have no rotting, loose, or deteriorating supports;
- (6) every owner shall be responsible for the extermination of insects, rodents and other vermin in or about the premises; and
- (7) vacant buildings that have sprinkler, standpipe, and fire alarm systems are required to be maintained as operable at all times except as may be allowed by the Fire Code.

D. Building Security Standards. The following standards apply to the securing of vacant commercial buildings:

- (1) all building openings shall be closed and secured, using secure doors, glazed windows, commercial-quality steel security panels, or filled with like-kind material as the surrounding wall, as applicable to prevent entry by unauthorized persons; and
- (2) an area may be boarded with plywood, provided that the boarding is made weathertight and finished with varnish, or paint of a similar color to the exterior wall and cut to the inside dimension of the exterior of the opening, unless the boarded area has been breached by rodents or humans in which case a more secure panel may be required by the Department.

§ 45-315 [Ch. 45, Sec. 1100.15] Inspections of Vacant Commercial Buildings.

To promote and address health and safety issues, as well as ensure compliance with the provisions of Section 45-314, the owner or agent of a Vacant Commercial Building is required to arrange an interior and exterior inspection of the property within thirty (30) days of registration as a Vacant Commercial Building, and every annual renewal thereafter until the Commercial Building no longer requires registration as a Vacant Commercial Building. In addition to any other penalties outlined in this Chapter, if the property owner or agent fail to arrange for or allow the inspection of the property required by this Section, the Department may apply, through the Legal Department, for an administrative search warrant allowing inspection of the premises to

determine the condition of the property and compliance with this Chapter.

§ 45-316 [Ch. 45, Sec. 1100.16] Removal of Vacant Commercial Building status.

In order to obtain removal of a building from the Vacant Commercial Building registry, the owner or agent for said property shall contact the Department of Economic & Community Development in order to request the change in status and arrange for inspection of the property to occur. If, after inspection, the Department determines the property no longer falls within the definition of a Vacant Commercial Building as defined in § 45-304 of this Ordinance, the property shall be removed from the registry of vacant commercial buildings.

§ 45-317 [Ch. 45, Sec. 1100.17] Combined Status.

Properties that qualify as both a derelict and as a vacant commercial building shall be required to register for both and must comply with the applicable requirements for each, including payment of any relevant registration fees.

§ 45-318 [Ch. 45, Sec. 1100.18] Penalties.

- A. Violation of any of the provisions of this Article shall be deemed a strict liability offense and shall subject the violator to penalties as provided herein.
- B. Failure to register a derelict building or Vacant Commercial Building within 10 days of notification as required by this Ordinance shall be punishable as an ordinance violation with a fine of not less than \$100 nor more than \$750 per day in addition to any other fees, fines or penalties provided by law.
- C. Any person who provides false information on a registration statement shall be subject to a fine of not less than \$250 nor more than \$1,000 for each false statement made.
- D. Failure to comply with the requirements of the derelict building plan as approved by the Director of Economic & Community Development or modified by the Property Maintenance Board of Review, shall constitute a violation of this article and shall subject the owner to a fine of not less than \$100 nor more than \$750 per day in addition to any other fees, fines or penalties provided by law.
- E. Failure to comply with any of the requirements of this Article III, including but not limited to § 45-307 through § 45-315, shall subject the owner, agent or other responsible party to a fine of not less than \$100 nor more than \$750 per day. Each violation shall be deemed a separate offense. Each day any violation continues shall also be deemed a separate offense.
- F. The City of Bloomington may file in the Circuit Court of McLean County to recover unpaid fees, fines and costs associated with the registration and maintenance of derelict buildings. The City may also file a lien on the property on which a derelict building is located for

unpaid fees, fines and costs associated with the registration and maintenance of a derelict building.

- G. In addition to filing claims in the City's Administrative Court, the City of Bloomington may file in the Circuit Court of McLean County for enforcement of the provisions of this Article and may seek any and all relief provided under the law and/or set forth in this Section.

EXHIBIT B

SCHEDULE OF FEES

PROPERTY MAINTENANCE CODE (CHAPTER 45)

C. Neighborhood Preservation & Vacant Commercial Buildings

1. Fees

(a)	Derelict Building Registration Fee (Initial Term)	\$30.00 <u>\$250.00</u>
(b)	Annual <u>Derelict</u> Renewal Registration	\$100.00 <u>\$250.00</u>
(c)	<u>Vacant Commercial Building Registration Fee</u>	<u>\$0.00</u>
	<u>(Registration is good for 12 months)</u>	
(d)	<u>Vacant Building Renewal Registration</u>	<u>\$0.00</u>



REGULAR AGENDA ITEM NO. 8.B

FOR COUNCIL: February 13, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Presentation of the FY2024 Budget Preview, as requested by the Finance Department.

RECOMMENDED MOTION: None; Presentation and discussion only.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The FY2024 Budget is balanced but still being finalized. Budget totals, material assumptions, tax revenues, City Wide variances to prior year by fund, General Fund variances to prior year for revenues and expenditures, and capital / infrastructure improvement targets will be presented.

The FY2024 Budget Presentation will be made available on the City's website (cityblm.org) prior to the meeting. Stakeholders can locate this on the *Documents - Finance Documents - Budget - FY2024* page of the website.

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: Scott Rathbun, Finance Director



REGULAR AGENDA ITEM NO. 8.C

FOR COUNCIL: February 13, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: (i) Consideration and Action to Reconsider the Denial of the Federal Lobbying Professional Services Agreement with Thorn Run Partners, as requested by the City Council.
(ii) If the Motion to Reconsider is approved, Consideration and Action on the Federal Lobbying Professional Services Agreement with Thorn Run Partners, as requested by City Council.

RECOMMENDED MOTION: If the Motion to Reconsider is approved, that the Agreement be approved, as amended.

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 2e. Investing in the City's future through a realistic, funded capital improvement program
Objective 5a. Well-planned City with necessary services and infrastructure

BACKGROUND: At the City Council meeting on January 23, 2023, a motion to approve a lobbying agreement with Thorn Run failed by a vote of 5 to 4. If approved, a motion to reconsider would allow the item to be reconsidered at the meeting. The City of Bloomington initially released the Federal Lobbying Professional Service Request for Proposal ("RFP") on October 12, 2022, and received five (5) proposals on November 1, 2022. The RFP Scope of Work in summary asked:

To retain the services of a lobbyist consultant that possess significant demonstrable experience in lobbying and advocacy at the federal level. The lobbying consultant shall be able to develop relationships with the City's representatives and shall have existing relationships with federal government staffers both within the state and federal capitals, at governmental agencies, and with other industry lobbyist. The best fit candidates will have strong existing relationships at the federal levels with all of the individuals indicated above, in order to perform as trusted advisors, lobbyists, and expert navigators for the City. The City is primarily seeking a lobbyist that can help the City secure federal funding, advocate for the city's policy and financial needs, and be an expert navigator of the federal government.

The Evaluation Team used the criteria in the RFP to evaluate all five firms and Thorn Run Partners ("TRP") was chosen as the most qualified and best fit for the City. TRP is a "next generation" government affairs firm, with the ability to deliver a triple-threat toolbox of in-

house capabilities: traditional lobbying, policy depth, and strategic communications. TRP merges the best aspects of federal lobbying firms into one complete package on behalf of local governments and other entities. TRP will provide the personal service of a boutique firm yet offer the depth and reach of a top-10 lobbying shop with a first-class local government practice. TRP is also ranked among the Top 10 Lobbying Firms by Politico, among the “top lobbyists” by The Hill, and one of the “top lobbying firms” by the Washington Post.

TRP's Bloomington Team will work to advance the City's Federal objectives, including appropriations and grant funding for City projects. The term of the agreement is three (3) years beginning on February 13, 2023, and ending on January 31, 2026. TRP will bill the City monthly at an amount of \$7,500 for an annual amount of \$90,000 per term.

If the item is brought back for reconsideration, City staff recommend the agreement be approved in its amended form. These amendments allow the City to cancel the agreement, without cause, with 30-days advance written notice. With Congress now in session, the amendments also tweak some of the timing requirements.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: RFP #2023-12 - Federal Lobbying Professional Services was advertised in *the Pantagraph* on 10/12/2022 and released on the City's eProcurement platform, OpenGov. 20 different firms viewed the RFP on OpenGov.

FINANCIAL IMPACT: If approved, funds are included in the Fiscal Year ("FY") 2023 Budget and the FY 2024 Proposed Budget under the Administration-Other Professional & Technical Services account (10011110-70220). Stakeholders can locate the FY 2023 Budget in the FY 2023 Budget Book titled "Budget Overview & General Fund" on page 139. Administration has included the amount in the FY 2024 Proposed Budget and if approved will include future year amounts in the FY 2025 and FY 2026 Budgets, respectively.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Federal Lobbying Professional Services will enhance the city's ability to update and upgrade community infrastructure, support economic and community development.

Respectfully submitted for consideration.

Prepared by: Billy Tyus, Deputy City Manager

ATTACHMENTS:
[CC 1B Agreement](#)

**CITY OF BLOOMINGTON AGREEMENT WITH
THORN RUN PARTNERS
FOR
LOBBYING SERVICES**

THIS AGREEMENT, dated this 13th day of February, 2023, is between the City of Bloomington, IL (hereinafter "CITY") and Thorn Run Partners (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 subject to the following procurement initiative by the CITY:

RFP #2023-12 Federal Lobbying Professional Services (hereinafter "REQUEST").

Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS" and attached hereto as Exhibit B), 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.

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. The CITY may, at any time, terminate this Agreement for its convenience by providing thirty (30) days written notice. In such event, VENDOR shall be paid under the terms of this contract for all services provided to the CITY prior to the effective date of termination. In addition, the CITY may immediately terminate this Agreement for cause, with no notice, for any of the following reasons:

- 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.

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:

Thorn Run Partners
100 M Street SE
Washington, DC 20003
Attn: Jim Davenport

If to CITY:

City of Bloomington
Attn: City Manager
115 E. Washington St., Suite 103
Bloomington, IL 61701
admin@cityblm.org

Copy to:

Copy to:

City of Bloomington
Attn: Legal Department
115 E. Washington St., Suite 103
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 from the date of the Agreement written above through January 31, 2026. 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: Greg Burns
Its Partner

By: JW
Its Partner

EXHIBIT A DESCRIPTION OF SERVICES/WORK PROVIDED

Thorn Run Partners Scope of Work for City of Bloomington, IL

- **Develop a Federal Agenda** – Thorn Run Partners (TRP) will work with the City Manager, Mayor, City Council, and staff to develop a Federal Agenda for 2023. The Federal Agenda will comprehensively describe the City's projects and Federal funding opportunities. It will also outline legislative and policy issues, potential impacts on the City, and recommend City positions. Within the first six weeks of the agreement, representatives from Thorn Run will meet with the City's elected officials and pertinent City staff to help develop a federal agenda and identify federal priorities.
- **Assist in the development and submission of Federal appropriations/authorization requests** – TRP will work with the City to develop and submit congressionally directed spending requests and authorizations for City projects and programs. Appropriations requests will be submitted in accordance with the deadlines of your congressional delegation. We expect projects to be submitted by February 28th in the House and by March 31st in the Senate.
- **Monitor and advise on federal grant opportunities** – TRP will provide the City with Federal grant opportunities, roughly twice monthly via our grant alert, and assist the City with submitting grant applications. This includes discussing the grant criteria and funding requirements with the issuing agency, and then providing appropriate counsel to the City. TRP will work with the City's Congressional delegation to submit letters of support for grant applications.
- **Monitor proposed laws and recommend legislative positions** – TRP will closely monitor the progress of pertinent bills and legislation. We will assist in developing the City's stance and contact relevant members of Congress on your behalf to emphasize your position.
- **Monitor existing and proposed regulations** – TRP will closely monitor the development and introduction of proposed rules and regulations and coordinate with relevant Federal agencies to make sure they are apprised of the City's interest.
- **Monthly Communication with the City's Congressional Delegation** – TRP will engage in monthly communication with the City's Congressional delegation and staff. TRP will work to establish new congressional and Federal agency relationships for the City. TRP will correspond between your Congressional delegation and other relevant members of Congress to ensure your viewpoint and suggestions are heard regarding legislation that affects the City.
- **Arrange meetings for City elected officials and personnel with Congressional members, staff, and federal agency officials** – TRP will schedule meetings for the City with members of Congress, congressional staff, and Federal agency officials prior to official City trips to Washington, D.C. TRP will work with the City in advance to ensure that those attending the meeting are knowledgeable about the topics and equipped with documents to supplement the conversation. A member of the City's TRP client team will accompany City officials to all meetings. After the meetings, TRP will complete any follow-up needed from the meetings and build upon the progress made during the trip.

- **Timely communication with the City** – TRP will maintain a constant dialogue to regularly update the City on our work as well as assess priorities. Apart from personal engagement, the City will receive the *TRP Tip Sheet* daily, which is a morning summary of Capitol Hill activity, political insight, notable news stories, and links to relevant TRP memos and reports. Timely communication with the City can include a scheduled call, once or twice a month, with Bloomington’s designated point of contact for TRP. However, we expect to be in contact with the City on a weekly basis.
- TRP will also provide written items, such as:
 - Analyses of budget requests and forecasts for policies and programs;
 - Reports of, and testimonies from, relevant committee hearings and markups;
 - Memos on pertinent federal initiatives or topics;
 - Federal agency and departmental regulations, guidelines, directives, and other instruments of administrative policy;
 - Copies of proposed legislation and associated reports;
 - “White papers” and materials geared toward elected officials and their staffs that justify the City’s objectives in simple and straightforward language, providing Congress and the Executive Branch with the information they need to be successful on your behalf;
 - Support or request letters for Congressional sponsors to use with relevant committees or federal agencies; and
 - Any necessary forms for appropriations or authorizations requests.

**EXHIBIT B
COSTS/FEES**

Cost:

Year 1 (2/13/2023 – 1/31/2024): \$90,000

Year 2 (2/1/2024 – 1/31/2025): \$90,000

Year 3 (2/1/2025 – 1/31/2026): \$90,000

Payment Terms:

Annuals fees are all-inclusive and intended to cover all lobbying services, travel (transportation, hotel, food, etc.), and any other incidental costs Thorn Run Partners may incur while providing lobbying services to the City of Bloomington.

Thorn Run Partners will issue formal invoice each month of the term of this Agreement, beginning March 1, 2023, and will expect payment from the City of Bloomington by municipal check no later than 45 days after the date of invoice.

Invoice should be sent to:

City of Bloomington Administration
c/o Amy Overton
115 E. Washington Street, Suite 401
Bloomington, IL 61701