CITY OF Bloomington ILLINOIS

CITY OF BLOOMINGTON COUNCIL MEETING JANUARY 14, 2019

COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

Recognize individuals, groups, or institutions publically, as well as those receiving a proclamation, declaring a day, event, or person.

PUBLIC COMMENTS

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, 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 items appearing on the Council's Meeting Agenda. Persons who wish to address the Council should provide new information which is pertinent to the issue before them.

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, deliberate and seek additional information prior to making a decision.

MAYOR AND ALDERMAN

Mayor, At-Large - Tari Renner

City Aldermen
Ward 1 - Jamie Mathy
Ward 2 - Dave Sage
Ward 3 - Mboka Mwilambwe
Ward 4 - Amelia Buragas
Ward 5 - Joni Painter
Ward 6 - Karen Schmidt
Ward 7 - Scott Black
Ward 8 - Diana Hauman
Ward 9 - Kim Bray

City Manager - Tim Gleason

CITY LOGO DESIGN RATIONALE

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

MISSION, VISION, AND VALUE STATEMENT

MISSION
To lead, serve and uplift the City of Bloomington

VISION
A Jewel of the Midwest Cities

VALUES
Service-Centered,
Results-Driven,
Inclusive

STRATEGIC PLAN GOALS

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

AGENDA

CITY OF Bloomington ILLINOIS

CITY COUNCIL MEETING AGENDA
CITY HALL COUNCIL CHAMBERS
109 EAST OLIVE STREET, BLOOMINGTON, IL 61701
MONDAY, JANUARY 14, 2019, 6:00 P.M.

1. **Call to Order**
2. **Pledge of Allegiance to the Flag**
3. **Remain Standing for a Moment of Silent Prayer**
4. **Roll Call**
5. **Recognition/Proclamations**
   - A. Proclamation declaring January 23 as "ISU Mennonite College of Nursing Day".
   - B. State of the City Address, Mayor Tari Renner *(Presentation 10 minutes)*
6. **Public Comment**
7. **Consent Agenda**
   - A. Consideration of approving the Minutes of the December 17, 2018 Regular City Council Meeting. *(Recommend the reading of minutes be dispensed and approved as printed.)*
   - B. Consideration of approving Bills, Payroll, Electronic Transfers, and Procurement Card Purchases in the amount of $12,406,884.23. *(Recommend the Bills, Payroll, Electronic Transfers, and Procurement Card Purchases be allowed in the amount of $12,406,884.23, and orders drawn on the Treasurer for the various amounts as funds are available.)*
   - C. Consideration of approving appointments to various Boards and Commissions. *(Recommend Amelia Buragas be reappointed to the Bloomington-Normal Economic Development Council Board and Robert B. Fazzini be appointed to the Public Building Commission.)*
   - D. Consideration of the Purchase of Replacement Panasonic Toughbook Laptop Computers from CDS Office Technologies, at a price of $260,870, through Bid #2019-21, as requested by the Information Services Department. *(Recommend the Purchase of thirty-eight (38) Replacement Panasonic CF-33 Toughbook Laptop Computers from CDS Office Technologies, through Bid #2019-21, in the amount of $260,870 be approved, and the Purchasing Agent be authorized to issue a Purchase Order.)*

E. Consideration of an Ordinance approving a petition from Carl V. Thacker Jr., Travis Thacker, Randy Lenz and Travis Wieland, requesting to rezone the properties located at 802 North Morris Avenue, 1111 West Chestnut Street, 1109 West Chestnut Street, and 1107 West Chestnut Street from R-1C, High Density Single-Family Residential District to C-1, Office District, as requested by the Community Development Department. *(Recommend the Ordinance approving a petition from Carl V Thacker Jr., Travis Thacker, Randy Lenz and Travis Wieland, requesting to rezone the properties located at 802 North Morris Avenue, 1111 West Chestnut Street, 1109 West Chestnut Street, and 1107 West Chestnut Street from R-1C, High Density Single-Family Residential District to C-1, Office District be adopted, and the Mayor and Interim City Clerk be authorized to execute the necessary documents.)*

F. Consideration of a Change of Ownership application from LKH, Inc. d/b/a Cheeks Bar & Grill, located at 1206 Towanda Avenue, currently holding a Tavern and Package Sales, All Types of Alcohol, Sunday Sales (TAPS) liquor license, as requested by the City Clerk Department. *(Recommend the Change of Ownership application for LKH, Inc. d/b/a Cheeks Bar & Grill be approved.)*

G. Consideration of a Change of Ownership Application from Penalty Box Restaurants, LLC d/b/a Baxter's American Grille, located at 3212 E. Empire Street, currently holding a Restaurant All Types with Package and Sunday Sales (RAPS) liquor license, as requested by the City Clerk Department. *(Recommend the Change of Ownership Application for Penalty Box Restaurants, LLC d/b/a Baxter's American Grille be approved.)*

H. Consideration of a Change of Ownership Application from Coppertop, Inc. d/b/a Coppertop Lounge, located at 1107 W. Locust St., currently holding a Tavern and Package Sales, All Types of Alcohol, Sunday Sales (TAPS) liquor license, as requested by the City Clerk Department. *(Recommend the Change of Ownership Application for Coppertop, Inc. d/b/a Coppertop Lounge be approved.)*

I. Consideration of a Change of Ownership Application for Roko's, Inc. d/b/a Pub I, located at 505 W. Market Street, currently holding a Tavern and Package Sales, All Types of Alcohol (TAP) liquor license, as requested by the City Clerk Department. *(Recommend the Change of Ownership Application for Roko's, Inc. d/b/a Pub I be approved.)*

8. Regular Agenda

A. Consideration of (1) an Agreement with ACE Sign Company for the construction and installation of Wayfinding Signage and Gateways in Downtown Bloomington, in an amount up to $580,080, depending upon

the award option chosen and (2) an Ordinance amending the Fiscal Year 2019 Budget, in an amount up to $330,080, depending upon the award option chosen for Wayfinding Signage and Gateways Agreement, as requested by the Public Works Department. *(Recommend (1) the Agreement with ACE Sign Company for the construction and installation of Wayfinding Signage and Gateways in Downtown Bloomington, in an amount up to $580,080, depending upon the award option chosen, and the City Manager and Interim City Clerk be authorized to execute the necessary documents; and (2) the Ordinance amending the Fiscal Year 2019 Budget, in an amount up to $330,080, depending upon the award option chosen for Wayfinding Signage and Gateways Agreement be adopted, and the Mayor and Interim City Clerk be authorized to execute the necessary documents.) (Brief overview by Tim Gleason, City Manager; Presentation by Kevin Kothe, Public Works City Engineer and Signage Spokesperson, 15 minutes; and City Council discussion, 5 minutes.)*

B. Consideration of a Professional Services Agreement with Hanson Professional Services, for Phase II design of Hamilton Road, from Bunn Street to Commerce Parkway, in the amount of $558,460.32, as requested by the Public Works Department. *(Recommend the Professional Services Agreement with Hanson Professional Services, for Phase II design of Hamilton Road, from Bunn Street to Commerce Parkway, in the amount of $558,460.32, be approved, and the City Manager and Interim City Clerk be authorized to execute the necessary documents.) (Brief overview by Tim Gleason, City Manager; Presentation by Jim Karch, Public Works Director, 5 minutes; and City Council discussion, 5 minutes.)*

9. City Manager's Discussion

10. Mayor's Discussion

A. Recognitions/Appointments from the December 17, 2018 City Council Meeting.

11. City Aldermen's Discussion

12. Executive Session – *Cite Section*

13. Adjournment

14. Notes

RECOGNITIONS

Council Date: January 14, 2019

COUNCIL AGENDA ITEM NO. 5

Recognition/Appointments

A. Proclamation declaring January 23 as "ISU Mennonite College of Nursing Day".

B. State of the City Address, Mayor Tari Renner *(Presentation 10 minutes)*

PROCLAMATION

Proclamation Declaring January 23 as "ISU Mennonite College of Nursing Day"

WHEREAS, *100 years ago, representatives from Mennonite churches making up the Central Conference attended their annual conference in Hopedale, Illinois, and the conference leader, Reverend Peter Shantz, urged them to establish a hospital and training school for nurses; and*

WHEREAS, *Bloomington, Illinois was chosen as the site for the new hospital and training school, one that aimed from the outset to be recognized as one of the best in the nation; and,*

WHEREAS, *the founders believed nurses could serve as missionaries in all parts of the world, practicing skills that would contribute to the healing of suffering people everywhere; and,*

WHEREAS, *Mennonite Sanitarium Training School was founded on January 23, 1919; and,*

WHEREAS, *founded in a rich tradition of nursing education as a former private college, Illinois State University Mennonite College of Nursing has maintained important traditions while transforming into an innovative, future-oriented program; and,*

WHEREAS, *the Mennonite College of Nursing has contributed greatly to the character, quality, health, and wellbeing of our community and beyond; and,*

WHEREAS*, the 100th anniversary of the Mennonite College of Nursing is on January 23, 2019; and,*

WHEREAS; *the community wishes to celebrate this significant milestone;*

THEREFORE, *I, Tari Renner, Mayor of Bloomington, do hereby proclaim Wednesday, January 23, 2019 as:*

ISU Mennonite College of Nursing Day

Tari Renner
Mayor

Leslie Yocum
City Clerk

CONSENT AGENDA

CONSENT AGENDA ITEM NO: 7A

FOR COUNCIL: January 14, 2019

SPONSORING DEPARTMENT: City Clerk

SUBJECT: Consideration of approving the Minutes of the December 17, 2018 Regular City Council Meeting.

RECOMMENDATION/MOTION: The reading of minutes be dispensed and approved as printed.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services.

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

BACKGROUND: The minutes of the meetings provided have been reviewed and certified as correct and complete by the City Clerk.

In compliance with the Open Meetings Act, Council Proceedings must be approved within thirty (30) days after the meeting or at the Council's second subsequent regular meeting whichever is later.

In accordance with the Open Meetings Act, Council Proceedings are made available for public inspection and posted to the City's web site within ten (10) days after Council approval.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Cherry Lawson, City Clerk

Recommended by:

Tim Gleason,
City Manager

Attachments:

- December 17, 2018 Regular City Council Meeting Minutes

SUMMARY MEETING MINUTES
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS MONDAY, DECEMBER 17, 2018, 6:00 P.M.

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 6:00 p.m., Monday, December 17, 2018.

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

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

Staff Present: Tim Gleason, City Manager; George Boyle, Assistant Corporation Counsel; Jim Karch, Public Works Director; Scott Rathbun, Finance Director; Scott Sprouls, Information Services Director; and other City staff were also present.

Recognition/Appointments

Public Comment

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

Scott Stimeling

"Consent Agenda"

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

Motion by Alderman Hauman and seconded by Alderman Painter that the Consent Agenda be approved as presented with the exception of Item No. 7A.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 7A. Consideration of approving the Minutes of the December 10, 2018 Regular City Council Meeting. *(Recommend the reading of minutes be dispensed and approved as printed.)* ***(Item pulled from Consent for Council discussion)***

Motion by Alderman Bray and seconded by Alderman Schmidt that the December 10, 2018 Regular City Council Meeting Minutes be approved with noted corrections.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 7B. Consideration of Approving Appointments to Various Boards and Commissions. *(Recommend Michael Rivera Jr. be appointed to the Board of Zoning Appeals, Melissa Libert be appointed to the Cultural Commission, and Catrina Parker be appointed to the Library Board of Trustees.)*

The following was presented:

Item 7C. Consideration of two (2) Intergovernmental Agreements, one with the County of McLean and one with the Town of Normal, regulating use of the Police Range Facility, as requested by the Police Department.

(Recommend

(1) the Intergovernmental Agreement with the County of McLean be approved, in the amount of $8,221.98, and the Mayor and City Clerk be authorized to execute the Agreement; and

(2) the Intergovernmental Agreement with the Town of Normal be approved, in the amount of $8,221.98, and the Mayor and City Clerk be authorized to execute the Agreement.)

The following was presented:

Item 7D. Consideration of a Resolution approving Executive Session Minutes for partial release to the public, as requested by the City Clerk's Office. *(Recommend the Resolution approving the partial release of Executive Session Minutes outlined on Schedule A, and the Minutes listed on Schedule B not be released to the public due to the need for continued confidentiality, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

RESOLUTION NO. 2018 - 65

A RESOLUTION REPORTING THE RELEASE AND RETENTION
OF EXECUTIVE SESSION MINUTES

The following was presented:

Item 7E. Consideration of an Ordinance approving and accepting from the Bloomington and Normal Water Reclamation District a Water Main Easement located in Normal, north of Division Street and west of Main Street on part of Parcels 14-33-128-019 and 14-33-151-009, dated July 9, 2018, as requested by the Public Works Department. *(Recommend the Ordinance approving and accepting from the Bloomington and Normal Water Reclamation District a Water Main Easement located in Normal, north of Division Street and west of Main Street on part of Parcels 14-33-128-019 and 14-33-151-009, dated July 9, 2018 be approved, and the Mayor and City Clerk be authorized to execute the Ordinance and the City Clerk be authorized to record the Water Main Easement.)*

ORDINANCE NO. 2018 - 112

AN ORDINANCE APPROVING AND ACCEPTING FROM THE BLOOMINGTON AND NORMAL WATER RECLAMATION DISTRICT A WATER MAIN EASEMENT LOCATED IN NORMAL, NORTH OF DIVISION STREET AND WEST OF MAIN STREET ON PART OF PARCELS 14-33-128-019 AND 14-33-151-009, DATED JULY 9, 2018.

The following was presented:

Item 7F. Consideration of an application of JK Entertainment, LLC d/b/a JK Entertainment, LLC, located at 4 Currency Dr., requesting an EAS liquor license which would allow the sale of all types of alcohol for consumption on the premises seven (7) days a week, as requested by the City Clerk's Office. *(Recommend the application of JK Entertainment, LLC d/b/a JK Entertainment, LLC, located at 4 Currency Dr., requesting an EAS liquor license which would allow the sale of all types of alcohol for consumption on the premises seven (7) days a week be approved, contingent upon compliance with all health and safety codes and compliance with BASSET training requirements.)*

The following was presented:

Item 7G. Consideration of the Change in Classification Application of Lupita's Hispanic and American Grocery, Inc. d/b/a Lupita's Hispanic and American Grocery, located at 1512 W. Market St., Suite 200, requesting a Class RAPS (Restaurant and Package Sales, All Types of Alcohol, Sunday Sales) liquor license, which would allow the sale of all types of alcohol for consumption on the premises and the retail sale of packaged liquor for off premise consumption seven (7) days a week, as requested by the City Clerk's Office. *(Recommend the Change in Classification Application of Lupita's Hispanic and American Grocery, Inc. d/b/a Lupita's Hispanic and American Grocery, located at 1512 W. Market St., Suite 200, requesting a Class RAPS (Restaurant and Package Sales, All Types of Alcohol, Sunday Sales) liquor license, which would allow the sale of all types of alcohol for consumption on the premises and the retail sale of packaged liquor for off premise consumption seven (7) days a week be approved, contingent upon compliance with all health and safety codes and compliance with BASSET training requirements.)*

"Regular Agenda"

The following was presented:

Item 8A. Consideration of two (2) Ordinances approving the 2018 Tax Levies for the City of Bloomington and the Bloomington Public Library, as requested by the Finance Department.

(Recommend:

(1) The Ordinance Levying Taxes for the City of Bloomington (in the amount of $20,286,384) for the Fiscal Year Beginning May 1, 2018 and Ending April 30, 2019, for the City of Bloomington, be approved and the Mayor and City Clerk authorized to execute the necessary documents; and

ORDINANCE NO. 2018 - 113

AN ORDINANCE LEVYING TAXES FOR THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING MAY 1, 2018 AND ENDING APRIL 30, 2019 FOR THE CITY OF BLOOMINGTON

(2) The Ordinance Levying Taxes for the City of Bloomington Library (in the amount of $4,871,840) for the Fiscal Year Beginning May 1, 2018 and Ending April 30, 2019 be approved and the Mayor and City Clerk authorized to execute the necessary documents.)

ORDINANCE NO. 2018 - 114

AN ORDINANCE LEVYING TAXES FOR THE CITY OF BLOOMINGTON - LIBRARY, MCLEAN COUNTY,

ILLINOIS FOR THE FISCAL YEAR BEGINNING MAY 1, 2018 AND ENDING APRIL 30, 2019 FOR THE CITY OF BLOOMINGTON

(Brief Overview by Tim Gleason, City Manager. Presentation by Scott Rathbun, Finance Director, 5 minutes, City Council discussion, 5 minutes.)

Motion by Alderman Black and seconded by Alderman Schmidt that (1) *the Ordinance Levying Taxes for the City of Bloomington (in the amount of $20,286,384) for the Fiscal Year Beginning May 1, 2018 and Ending April 30, 2019, for the City of Bloomington, be approved and the Mayor and City Clerk authorized to execute the necessary documents; and (2) the Ordinance Levying Taxes for the City of Bloomington Library (in the amount of $4,871,840) for the Fiscal Year Beginning May 1, 2018 and Ending April 30, 2019 be approved and the Mayor and City Clerk authorized to execute the necessary documents.)*

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

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

Nays: None.

Motion carried.

The following was presented:

Item 8B. Consideration of two Resolutions for the abatement of property taxes totaling $5,861,610.85, as requested by the Finance Department.

(Recommend:

(1) the Resolution abating all or a portion of the taxes levied to pay debt service on certain general obligation bonds of the City of Bloomington, McLean County, Illinois, and the Mayor and City Clerk be authorized to execute the Resolution; and

RESOLUTION NO. 2018 - 66

A RESOLUTION abating all or a portion of the taxes heretofore levied to pay debt service on certain general obligation bonds of the City of Bloomington, McLean County, Illinois.

(2) the Resolution abating a Tax Levy for rent payable under lease agreement between the Public Building Commission, McLean County and the City of Bloomington for the Old Champion Building and the expansion of the parking garage be approved, and the Mayor and City Clerk be authorized to execute the Resolution.)

RESOLUTION NO. 2018 - 67

A RESOLUTION ABATING TAX LEVY FOR RENT PAYABLE UNDER LEASE AGREEMENT BETWEEN THE PUBLIC BUILDING COMMISSION, MCLEAN COUNTY AND THE CITY OF BLOOMINGTON FOR THE OLD CHAMPION BUILDING AND THE EXPANSION OF THE PARKING GARAGE

(Brief Overview by Tim Gleason, City Manager. Presentation by Scott Rathbun, Finance Director, 5 minutes, City Council discussion, 5 minutes.)

Motion by Alderman Black and seconded by Alderman Schmidt that (1) *the Resolution abating all or a portion of the taxes levied to pay debt service on certain general obligation bonds of the City of Bloomington, McLean County, Illinois, and the Mayor and City Clerk be authorized to execute the Resolution; and (2) the Resolution abating a Tax Levy for rent payable under lease agreement between the Public Building Commission, McLean County and the City of Bloomington for the Old Champion Building and the expansion of the parking garage be approved, and the Mayor and City Clerk be authorized to execute the Resolution.)*

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

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

Nays: None.

Motion carried.

City Manager's Discussion

A. Finance Director's Report

Mr. Rathbun reported on the city's current financial condition.

City Manager Tim Gleason said he hopes to have someone selected and in the newly created position of deputy city manager by the end of January or the start of February. "I would describe (the position) as a chief of staff or a position that is truly a bridge between myself and the department directors," said Gleason. He stated there would likely be a conditional job offer though the City is not quite there yet. However, that could occur prior to the Christmas holiday. We will resume the first part of 2019.

He congratulated Ms. Lawson on her new position in the Town of Marana and introduced Leslie Yocum as the Interim City Clerk who currently serves as the Contract Administrator for the City. Ms. Yocum thanked the City Manager and Council for the opportunity to serve in this role.

Mr. Gleason wished everyone a happy holiday season.

Mayor's Discussion

A. Recognitions/Appointments from the December 10, 2018 City Council Meeting:

Brenda Guest: *Bloomington-Normal Sister City Committee (Japan)*
Carlo Robustelli: *Bloomington-Normal Convention and Visitors Bureau Board*
Charlie Moore: *Bloomington-Normal Convention and Visitors Bureau Board*
Michelle McConnell: *Bloomington-Normal Convention and Visitors Bureau Board*

Mayor Renner wished Alderman Schmidt a Happy Birthday, and wished everyone a happy holiday season.

City Aldermen's Discussion

Alderman Hauman congratulated Ms. Lawson on her new position. Alderman Mwilambwe concurred with Alderman Hauman remarks.

Adjournment

Motion by Alderman Black seconded by Alderman Schmidt adjourning the meeting. Meeting adjourned at 6:30 p.m.

Motion carried. (Viva Voce)

CITY OF BLOOMINGTON **ATTEST**

_____ _____

Tari Renner, Mayor Leslie Yocum, Interim City Clerk

CONSENT AGENDA ITEM: 7B

FOR COUNCIL: January 14, 2019

SPONSORING DEPARTMENT: Finance

SUBJECT: Consideration of approving Bills, Payroll, Electronic Transfers, and Procurement Card Purchases in the amount of $12,406,884.23.

RECOMMENDATION/MOTION: The Bills, Payroll, Electronic Transfers, and Procurement Card Purchases be allowed in the amount of $12,406,884.23, and orders drawn on the Treasurer for the various amounts as funds are available.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services.

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

BACKGROUND: Bills, Payroll,Electronic Transfers, and Procurement Card Purchases on file in the Clerk's office. Also available at www.cityblm.org.

FINANCIAL IMPACT: Total disbursements to be approved $12,406,884.23 (Payroll total $7,167,128.99, Accounts Payable total $3,829,639.62, Electronic Transfers total $1,321,030.18 and Procurement Card Purchases total $89,085.44).

Respectfully submitted for Council consideration.

Prepared By: Frances Watts, Accounts Payable

Reviewed By: Scott Rathbun, Finance Director

Recommended By:

Tim Gleason
City Manager

Attachment:

- FIN 1A - Summary Sheet Bills, Payroll,Electronic Transfers, and Procurement Card Purchases Bills & Payroll 011419

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
12/6/2018	$ 1,535,365.64	$ 380,776.98	$ 1,916,142.62
12/7/2018	$ 239,628.16	$ 80,438.42	$ 320,066.58
12/14/2018	$ 232,866.99	$ 79,887.98	$ 312,754.97
12/20/2018	$ 1,490,730.77	$ 380,501.14	$ 1,871,231.91
12/21/2018	$ 206,012.07	$ 74,914.58	$ 280,926.65
12/28/2018	$ 210,814.11	$ 75,832.20	$ 286,464.31
1/3/2019	$ 1,527,850.10	$ 352,535.83	$ 1,880,385.93
1/4/2018	$ 199,050.94	$ 61,949.78	$ 261,000.72
Off Cycle Adjustments	$ 32,864.20	$ 5,109.10	$ 37,973.30
		PAYROLL GRAND TOTAL	**$ 7,167,128.99**

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
1/14/2019	AP General	$ 2,684,449.21
1/14/2019	AP Comm Devel	$ 9,877.11
1/14/2019	AP IHDA	$ 17,270.00
1/14/2019	AP Library	$ 83,638.86
1/14/2019	AP MFT	$ 13,438.79
12/13/18-01/08/2019	Out of Cycle	$ 1,020,965.65
07/02/2018-12/31/2018	AP Bank Transfers	$ 1,321,030.18
	AP GRAND TOTAL	**$ 5,150,669.80**

PCARDS

Date Range	Total
11/1/2018-11/30/2018	$ 89,085.44
PCARD GRAND TOTAL	**$ 89,085.44**

TOTAL **$ 12,406,884.23**

Respectfully,

F. Scott Rathbun
Finance Director

CONSENT AGENDA ITEM NO. 7C

FOR COUNCIL: January 14, 2019

SPONSORING DEPARTMENT: Administration

SUBJECT: Consideration of approving appointments to various Boards and Commissions.

RECOMMENDATION/MOTION: Amelia Buragas be reappointed to the Bloomington-Normal Economic Development Council Board and Robert B. Fazzini be appointed to the Public Building Commission.

STRATEGIC PLAN LINK: Goal 4. Strong Neighborhoods.

STRATEGIC PLAN SIGNIFICANCE: Objective 4e. Strong partnership with residents and neighborhood associations.

BACKGROUND: The Mayor of the City of Bloomington has nominated and asks your concurrence in the appointment of:

- Amelia Buragas to the Bloomington-Normal Economic Development Council Board. Ms. Buragas' term will be effective immediately, and she will serve until her Council term expires on 4-30-19, at which time the Mayor will appoint another representative to complete the Board term.

- Robert B. Fazzini to the Public Building Commission. He will be completing the term previously held by Thomas Good who resigned 9-13-18. Mr. Fazzini's term will be effective immediately and will expire 4-30-20 at which time he will be eligible to reapply. Application is on file in the Administration Office.

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

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

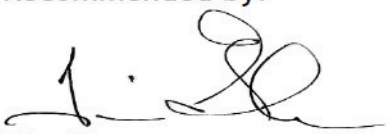
Respectfully submitted for Council consideration.

Prepared By: Nora Dukowitz, Communication Manager

Finance & Budgetary Review By: Scott Rathbun, Finance Director

Legal Review By: George D. Boyle, Assistant Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- ADMIN 1B - Rosters

Bloomington-Normal Economic Development Council Board

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Email	Street	City	Zip	Phone	Term	Reappointment
	Past Chair	Mary	Bennett Henrichs									
		Tony	Penn									
		Lynn	Fulton									
		Nick	Grojean									
		Puneet	Leekha									
	Chairman	Jared	Hall									
		Tom	Good									
		Eric	Jensen									
		Bill	Lawrence									
	Vice Chair	John	Hesse									
	Secretary/Treasurer	Aaron	Quick									
		Leann	Seal									
	Town of Normal	Jeff	Fritzen									
	McLean County	John	McIntyre									
x	**City of Bloomington**	**Amelia**	**Buragas**									
	Ex-Officio Town of Normal	Pam	Reece									
	Ex-Officio City of Bloomington	Steve	Rasmussen									
	Ex-Officio McLean County	Bill	Wasson									

Details:
Term: 1 year (Jan 1st - Dec 31st)
Term Limit per City Code: None
Members: 11 members
Number of members the Mayor appoints: 1
Type: Multi-Jurisdictional
City Code:
Required by State Statute: No
Intergovernmental Agreements:
Meetings:

Public Building Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Appointment Date	Year First Appt	Email	Street	City	Zip	Home Phone	Work Phone	Cell Phone	Fax Number	Reappointment
	Chairman	Thomas W.	Novosad												
		John F.	Harris												
	Asst Secretary	George	Farnsworth												
	Secretary	John	Morel												
	Asst Treasurer	Adam	Funk												
		Melvin	Schultz												
	Vice Chairman	William	Zimmerman												
		Terry L.	Reid												
X		Robert B.	Fazzini												

Details:
Term: 5 years
Members: 9 members
Number of members the Mayor appoints: 1
Type: External
City Code:
Required by State Statute: Yes
Intergovernmental Agreements:
Meetings: twice per year, 2014: April 1st, October 7th

CONSENT AGENDA ITEM NO. 7D

FOR COUNCIL: January 14, 2019

SPONSORING DEPARTMENT: Information Services

SUBJECT: Consideration of the Purchase of Replacement Panasonic Toughbook Laptop Computers from CDS Office Technologies, at a price of $260,870, through Bid #2019-21, as requested by the Information Services Department.

RECOMMENDATION/MOTION: The Purchase of thirty-eight (38) Replacement Panasonic CF-33 Toughbook Laptop Computers from CDS Office Technologies, through Bid #2019-21, in the amount of $260,870 be approved, and the Purchasing Agent be authorized to issue a Purchase Order.

STRATEGIC PLAN LINK: Goal 1 - Financially Sound City Providing Quality Basic Services.

STRATEGIC PLAN SIGNIFICANCE: Objective d - City services delivered in the most cost effective, efficient manner.

BACKGROUND: The City uses ruggedized computing devices (mobile data terminals, or MDTs) in both Police and Fire department vehicles to support the Computer Aided Dispatch (CAD) functions of the E911 Communications Center and to provide access to other critical information while in the field. These ruggedized computers are designed to withstand the harsh environments typical within the public safety vehicles.

The MDTs currently in use within the Police department vehicles were originally purchased in 2014 and are in need of replacement. They are under-powered for today's computing requirements and are beginning to show a higher failure rate that is typical of the age of the devices.

City staff released a bid for replacement Panasonic Toughbook CF-33 ruggedized tablets, along with other necessary hardware, and received the following responses:

Name	Location	Bid Amount	
CDS Office Technologies	Springfield, IL	$260,870.00	***Recommended
Nomar Enterprises, LLC dba Rugged Depot	Granite City, IL	$278,065.00	

Other hardware in this bid release includes CradlePoint IBR-1700 mobile cellular routers. These devices are critical as they not only improve the mobile network consistency for police vehicles' connection to the computer aided dispatch (CAD)

system, but also are a critical component of the recently approved Axon body-worn and in-car camera systems. These routers improve the video upload process for those cameras.

Staff is recommending the purchase of the replacement MDTs, and other necessary hardware, from CDS Office Technologies. CDS has provide the lowest bid response and staff believes they are capable of fulfilling all bid requirements.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Funds in the amount of $220,000 for the purchase of the replacement MDTs were budgeted in the Information Services portion of the Capital Lease-Capital Outlay Office and Computer Equipment account (40110139-72120). Stakeholders can locate this in the FY 2019 Budget Book titled "Other Funds & Capital Improvement" on pages 83 and 85. The additional $40,870 is available in the same account of the capital lease due to savings on previous purchases and other items in the lease that may be deferred.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

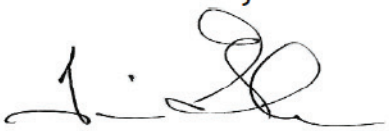
Respectfully submitted for Council consideration.

Prepared By: Scott Sprouls, Information Services Director

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

Legal Review By: George D. Boyle, Assistant Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- IS 1B - Police Toughbooks CF-33 Sheet
- IS 1C - Police Toughbooks IBR1700 Sheet

Panasonic

PUBLIC SECTOR SERVICE PACKAGE

INTRODUCING THE TOUGHBOOK 33

Enhance the efficiency of your mobile workforce with the **Panasonic Public Sector Service Package** and the new **Toughbook 33,** 2-in-1 fully rugged tablet/laptop hybrid. Designed for the requirements of your government agency, to enable your team to do more for less:

- Competitive Pricing
- Premier Services
- Deployment Support
- Enhanced Technology
- Increased Availability
- Competitive Configuration

When reliability matters most and failure isn't an option, public safety professionals count on Panasonic Toughbook® laptops and tablets to get the job done. Engineered and configured for mobile workforces like yours, dependable Panasonic computers keep your agency informed and efficient. Day after day, call after call, our rugged, reliable mobile computers withstand on-the-job drops, dust, splashes and grime to thrive and survive in the harshest weather, terrain and environments.

By purchasing a Toughbook laptop or tablet with the Public Sector Service Package you'll get services tailored to fit the unique requirements of your government agency. From deployment, to warranty and repairs, all the way through end-of-life of your device, Panasonic will be there to support your team.

Panasonic's Deployment Services ensure that your Toughbook laptops arrive in the field ready to work and customized for your environment. It begins with stress-testing systems for a rigorous 48 hours, validating your image for maximum capability, loading your image onto systems, asset-tagging every component, and producing reports filled with configuration and deployment details—data that you can feed into your asset management system. Your units arrive imaged, assembled, charged, tagged, and documented. We can work with your organization to create a custom BIOS showing your agency name on the splash screen, in addition to setting up security and other configuration options. Furthermore, there is even the capability to integrate third-party accessories, if your project requires that.

Panasonic's field engineering team will meet with you regularly to review service history, analyze trends, and consult on the latest changes that apply to your systems. We can keep multiple copies of your current image(s) on file at the Panasonic National Service Center, allowing our technicians to quickly and accurately re-create any issues experienced in the field. If a replacement hard drive is required, the appropriate image is deployed prior to delivery.

Once your devices are being utilized in mobile work environments, we know accidents happen and that is why Panasonic provides prompt repair or replacement of all major computer parts at no additional cost. And in cases when the damage is beyond repair, we will replace the entire device. With the Public Sector Service Package, your workers experience minimal disruption, and your IT staff is not sidetracked with surprise repairs. The Public Sector Service Package allows your organization to keep the hard drive when we send out a replacement hard drive. This ensures the security of your organization's sensitive data, simplifies the technical support process for your organization's users, and reduces administrative costs associated with getting hard drive replacements out.

When your Toughbook® devices have served its useful life, Panasonic is there to help with end of life processing. Our team will consult with you to capture any remaining value in the devices, recycling, and disposal services. **All included with your Panasonic Public Sector Service Package.**

PUBLIC SECTOR SERVICE PACKAGE

TOUGHBOOK 33 SKUS:

KABY LAKE: CONTACTLESS SMART CARD[1]

STANDARD: SC	PREMIUM: SC	ELITE: SC	ELITE XL: SC
CF-33LE-00VM features include Intel Core i5, 12" Gloved Multi Touch Display + Digitizer, 8GB, 256GB SSD, TPM 2.0, 4G LTE, GPS, Hello Webcam, 8MP Cam and Contactless SmartCard.	**CF-33LE-04VM** features include Intel Core i5, 12" Gloved Multi Touch Display + Digitizer, 8GB, 256GB SSD, TPM 2.0, 4G LTE, GPS, Hello Webcam, 8MP Cam, Contactless SmartCard and 2D Bar Laser.	**CF-33LE-08VM** features include Intel Core i5, 12" Gloved Multi Touch Display + Digitizer, 16GB, 512GB SSD, TPM 2.0, 4G LTE, GPS, Hello Webcam, 8MP Cam, Contactless SmartCard and 2D Bar Laser.	**CF-33LE-12VM** features include Intel Core i7, 12" Gloved Multi Touch Display + Digitizer, 16GB, 512GB SSD, TPM 2.0, 4G LTE, Hello Webcam, 8MP Cam, Contactless SmartCard and 2D Bar Laser.
With dGPS: **CF-33LE-02VM**	With dGPS: **CF-33LE-06VM**	With dGPS: **CF-33LE-010VM**	dGPS included in above SKU

KABY LAKE: FINGERPRINT READER[1]

STANDARD: FP	PREMIUM: FP	ELITE: FP	ELITE XL: FP
CF-33LE-01VM features include Intel Core i5, 12" Gloved Multi Touch Display + Digitizer, 8GB, 256GB SSD, TPM 2.0, 4G LTE, GPS, Hello Webcam, 8MP Cam and Fingerprint Reader.	**CF-33LE-05VM** features include Intel Core i5, 12" Gloved Multi Touch Display + Digitizer, 8GB, 256GB SSD, TPM 2.0, 4G LTE, GPS, Hello Webcam, 8MP Cam, Fingerprint Reader and 2D Bar Laser.	**CF-33LE-09VM** features include Intel Core i5, 12" Gloved Multi Touch Display + Digitizer, 16GB, 512GB SSD, TPM 2.0, 4G LTE, GPS, Hello Webcam, 8MP Cam, Fingerprint Reader and 2D Bar Laser.	**CF-33LE-13VM** features include Intel Core i7, 12" Gloved Multi Touch Display + Digitizer, 16GB, 512GB SSD, TPM 2.0, 4G LTE, Hello Webcam, 8MP Cam, Fingerprint Reader and 2D Bar Laser.
With dGPS: **CF-33LE-03VM**	With dGPS: **CF-33LE-07VM**	With dGPS: **CF-33LE-11VM**	dGPS included in above SKU

[1] Sky Lake SKUs with Win7 (Win10 Pro COA) are also available, please contact your Panasonic Account Manager or Panasonic Authroized Reseller for details.

ACCESSORIES: VEHICLE DOCK ADAPTOR

VDA + LITE KEYBOARD BUNDLE (SPT)	VDA + LITE KEYBOARD BUNDLE (DPT)
CF-VVK332M includes CF31 Vehicle Dock Adaptor + Lite Keyboard with **Single RF Pass-Through**. USB 2.0, Single RF, key lock, tablet release with lock/unlock, keyboard release. (Tablet sold separately)	**CF-VVK331M** includes CF31 Vehicle Dock Adaptor + Lite Keyboard with **Dual RF Pass-Through**. USB 2.0, Dual RF, key lock, tablet release with lock/unlock, keyboard release. (Tablet sold separately)

ACCESSORIES: KEYBOARD

PREMIUM KEYBOARD

CF-VEK331LMP For use with Tablet or Laptop Vehicle Dock. Interface: Docking Connector. Emissive Red Backlit keyboard. Reverse-dockable to Convertible Mode. I/O includes HDMI, USB, VGA, SD. Weight: 2.7 lbs.

(Tablet sold separately)

ACCESSORIES: KEYBOARD

LITE KEYBOARD

CF-VKB331M For use with Tablet or Vehicle Dock Adaptor (VDA). Interface: Docking Connector or Wired Cable. Emissive Red Backlit keyboard. Weight: 1.4 lbs.

(Tablet sold separately)

WARRANTY: YEARS 1-3	WARRANTY: YEAR 4	WARRANTY: YEARS 4-5
Warranty coverage for years 1-3 is included in the Public Sector Service Package.	CF-SVCPSY4	CF-SVCPSY5

1.888.245.6344
PublicSafetySolutions@us.panasonic.com
us.panasonic.com/toughbook

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TOUGHBOOK®

COR IBR1700

Ruggedized LTE Router for Buses & Trucks

The Cradlepoint COR IBR1700 router offers a ruggedized 3G/4G/LTE networking platform designed to provide connectivity across a wide range of commercial and public sector in-vehicle applications, including first responder mobile command centers, mass transit and school buses, commercial truck fleets, and more.

With an embedded 600 Mbps modem for LTE Advanced and a slot for an optional second modem, as well as wave 2 ac Gigabit WiFi, the IBR1700 routers provide high-performance and reliable connectivity for employees, guests and devices, both inside and outside the vehicle.

Secure connectivity is provided by the zone-based object firewall native in NetCloud OS, and by optional CP Secure Threat Management for IPS/IDS. In addition, NetCloud Perimeter can provide a perimeter-secured overlay network for securely connecting in-vehicle IoT devices.

Cradlepoint COR IBR1700 mobile routers are sold as an all-inclusive in a NetCloud Solution Package.

NetCloud Solution Packages include:

- Award-winning remote cloud management & network intelligence with **NetCloud Manager**
- Secure IoT networking with **NetCloud Perimeter** for perimeter-secured overlay networks
- **24x7 Support & limited lifetime warranty**

Applications:

- Mass Transit
- School Buses
- First Responder Command Center
- Fleet Trucking

IN-VEHICLE NETWORKING

- For business-critical in-vehicle applications that require 24x7 connectivity
- Supports Carrier/Operators worldwide with SIM-based Auto-Carrier Selection
- Ruggedized for vibration, shock, dust, splash & humidity
- High network availability with optional second modem in built-slot
- Wave 2 dual-band, dual concurrent Gigabit WiFi for passenger & device connectivity
- OBDII port connectivity with optional cable
- Dead Reckoning with Dedicated GPS + 3-axis Accelerometer + OBDII
- Ignition sensing & built-in transient & reverse polarity voltage protection

EXTENSIBILITY

- Second Modem slot for increased availability & bandwidth
- Supports NetCloud OS SDK for Edge Computing
- Supports NetCloud Manager API to utilize router data in third party applications & network management tools

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Benefits

INCREASE NETWORK AVAILABILITY

- Multi-carrier 4G LTE support with dual-SIM capability
- Supports Ethernet & WiFi-as-WAN
- Dual-modem capable for failover & load balancing
- Ruggedized to ensure always-on connectivity

DEPLOY & SCALE QUICKLY

- Increase speed to deployment with "zero-touch" configuration
- Configure, manage, monitor & troubleshoot remotely with NetCloud Manager

SECURE & PROTECT

- Advanced security, VPN & stateful firewall to protect sensitive data
- Designed for PCI Compliant network architectures
- Cloud-managed security & content filtering (CIPA compliant)
- FIPS 140-2 Inside versions available

EXTEND & CUSTOMIZE

- Built in second modem slot: Add a second carrier for highest availability
- NetCloud OS SDK: Support unique applications with custom scripts running on the router
- NetCloud Manager API: Utilize router data while maintaining single-pane-of-glass network management

QUICK SPECS	
Supports LTE Advanced	Yes (600 Mbps)
SIM-Based Auto-Carrier Selection	Yes†
Ports (LAN / WAN)	5 LAN/WAN switchable GigE
Enterprise-Grade Modem	Certified Embedded 4G LTE
Wireless Broadband Technology	LTE / HSPA+
WiFi	Simultaneous Tri Band 802.11 a/b/g/n/ac Wave 2 MU-MIMO
GPS	Active GPS/GNSS & dead reckoning
SIM Slots	2 (4 with second modem)
Housing	Ruggedized
Operating Temperature	-22°F to +158°F (-30°C to 70°C)*
Supports Dual Modems	With field-upgradable MC400 slot
GPIOs	2 + 2 pin connector
Ignition Sensing / Sleep Mode	Yes
FIPS 140-2 Inside	With FIPS 140-2 Inside SKUs

**Extended temp wall adapter required to support full range.*
†Supports all major carrier/operators in N.America, Europe and Australia/New Zealand.

Solution Packages with the COR IBR1700

Solution Package	Part Numbers
North America (U.S., Canada)	
NetCloud Essentials for Mobile Routers	MAx-1700600M-NNA
Europe	
NetCloud Essentials for Mobile Routers (EU)	MAx-1700600M-EWA
Asia-Pacific (Australia, New Zealand, Singapore)	
NetCloud Essentials for Mobile Routers (AP)	MAx-1700600M-PWA
All Regions	
NetCloud Advanced for Mobile Routers (Enterprise)	MAx-NCADV

x = 1, 3, or 5 years

Comprehensive 24x7 Support & Limited Lifetime Warranty

24x7 support is included in all NetCloud Solution Packages (phone support: 24 hour weekdays with emergency response on weekends, web: 24x7, chat: 24x5). IT professionals have access to networking experts who can expedite issue resolution and help maximize operational efficiency. When your applications are mission-critical, you're covered by Cradlepoint Global Support and limited lifetime hardware warranty.

For more information, visit cradlepoint.com/support-services.

FOR MORE INFORMATION, VISIT **CRADLEPOINT.COM/IBR1700** OR CONTACT SALES TO REQUEST A FIELD TEST.

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CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: January 14, 2019

SPONSORING DEPARTMENT: Community Development, Planning Division

SUBJECT: Consideration of an Ordinance approving a petition from Carl V. Thacker Jr., Travis Thacker, Randy Lenz and Travis Wieland, requesting to rezone the properties located at 802 North Morris Avenue, 1111 West Chestnut Street, 1109 West Chestnut Street, and 1107 West Chestnut Street from R-1C, High Density Single-Family Residential District to C-1, Office District, as requested by the Community Development Department.

RECOMMENDATION/MOTION: The Ordinance approving a petition from Carl V Thacker Jr., Travis Thacker, Randy Lenz and Travis Wieland, requesting to rezone the properties located at 802 North Morris Avenue, 1111 West Chestnut Street, 1109 West Chestnut Street, and 1107 West Chestnut Street from R-1C, High Density Single-Family Residential District to C-1, Office District be adopted, and the Mayor and Interim City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 4. Grow the local economy

STRATEGIC PLAN SIGNIFICANCE: Objective 4a. Retention and growth of current local businesses; objective 4d. Expanded retail businesses

BACKGROUND: The "Subject Properties", 802 N. Morris Ave, 1111 W. Chestnut St, 1109 W. Chestnut St, and 1107 W. Chestnut St, are located west of US 150/Rt. 9 at the intersection of W. Chestnut St. and N. Morris Ave. As illustrated in the attached aerial map, the Subject Properties are located along the north side of W. Chestnut St. The table below outlines the dimensions of the subject properties, improvements, and zoning designation.

Subject Property	Lot Area (sqft)	Improvement/Use	Existing Zoning	Proposed Zoning
802 N. Morris Ave	2000	849 sqft commercial building	R-1C	C-1
1111 W. Chestnut St	2508	666 sqft single-family home	R-1C	C-1
1109 W. Chestnut St	2706	vacant, unimproved (demo 2015)	R-1C	C-1
1107 W. Chestnut St	3300	2100 sqft commercial building	R-1C	C-1

The Subject Properties do not comply with the minimum lot area requirements for the R-1C district and are classified as legal nonconforming lots. Additionally, 802 N. Morris Ave and 1107 W. Chestnut St. are legal, nonconforming uses in the R-1C District. While

a legal, nonconforming status is considered legal and allowed to exist, the petitioners testified that this status is creating challenges for the development and continued occupation of these sites, resulting in vacancy and unimproved lots. In order to allow for consistent occupancy of these buildings with a commercial use, the owners have had to seek Special Use Permits for each new tenancy. The petitioners are requesting the rezoning to eliminate the nonconforming status of the Subject Properties.

Commercial and warehouse businesses border the Subject Properties to the east. The southeast corner of W. Chestnut St. and Morris Ave. is improved with commercial and light manufacturing uses. The Union Pacific Rail Yard is located east of the Subject Properties. The adjacent properties are zoned M-1, Restricted Manufacturing District. Single and two family homes border the Subject Properties on the north and west property boundaries. These adjacent residential properties are zoned R-1C, High Density Single-Family Residential District. The proposed zoning district, C-1 Office District, is intended to function as a buffer between commercial and manufacturing districts and residential districts.

The C-1 District contemplates uses and services suitable along or within residential districts, such as limited retail and services, and professional offices. The uses allowed in the C-1 District are anticipated to generate less traffic than uses permitted in other commercial zoning districts, like the B-1 Highway Business District and C-2 Neighborhood Commercial District. The Office District permits residential uses with a special use permit. The proposed zoning district would be compatible with the surrounding uses and would provide a transition and buffer for the single family homes and manufacturing uses.

The public utilities and public services in the neighborhood are adequate to support less intense retail and service uses. The existing infrastructure make the site a suitable candidate for continued light retail and service development that could become an amenity to the surrounding neighborhood. The Bloomington Comprehensive Plan 2035 identifies goals for economic development through the support of mixed-use developments and exploring land opportunities for other retail and commercial uses. The Comprehensive Plan also encouraged establishing buffer areas between residential and industrial uses to continue to promote less intense commercial uses and opportunities for small businesses.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: A public hearing was scheduled for November 28, 2018. Due to a lack of quorum, the hearing was carried over until the next regular Planning Commission meeting. On December 12, 2018 the Planning Commission held a public hearing on the petition to rezone the Subject Properties. Notice of the hearing was published in the *Pantagraph* on November 5, 2018. The City sent courtesy notifications to seventy-four (74) property owners within 500 feet of the Subject Properties, and placed a large notification sign on 802 N Morris Ave. No one, other than the Petitioner's representative, spoke in favor of the petition. No one spoke against the petition. The Planning Commission unanimously recommended approval of the rezoning by a vote of 7-0.

FINANCIAL IMPACT: The proposed rezoning would eliminate the nonconforming status of the subject properties and facilitate the reuse and redevelopment of vacant buildings and lots. No additional costs to the City are expected as a result of the rezoning.

COMMUNITY DEVELOPMENT IMPACT: The Comprehensive Plan's fiscal impact section prioritizes infill development and utilization of streets and existing infrastructure.

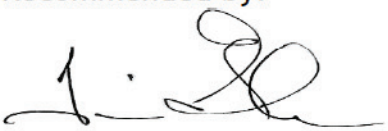
ED-4.2, "Prioritize infill and redevelopment to spur growth and reinvestment in the City". The subject properties are located in the City's Regeneration Area, identified in the Comprehensive Plan, which promotes reinvestment and economic development.

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

Respectfully submitted for Council consideration.

Prepared By:	Izzy Rivera, Assistant City Planner Katie Simpson, City Planner
Reviewed By:	Bob Mahrt, Community Development Director
Finance & Budgetary Review By:	Chris Tomerlin, Budget Manager Scott Rathbun, Finance Director
Water/Community Dev. Review By:	Austin Grammer, Economic Development Coordinator
Legal Review By:	George D. Boyle, Assistant Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- CD1B - Ordinance
- CD1C - Petition for rezoning
- CD1D - Aerial view of property
- CD1E - Zoning map of property
- CD1F - List of permitted uses in the C-1 District
- CD1G - Staff report from 11.28.18 Planning Commission public hearing
- CD1H - Minutes from 12.12.18 Planning Commission public hearing
- CD1I - Legal notice, neighborhood notice and list of notified property owners

ORDINANCE NO. 2019-___

AN ORDINANCE APPROVING THE REZONING OF 802 N. MORRIS AVENUE, 1111 W. CHESTNUT STREET, 1109 W. CHESTNUT STREET AND 1107 W. CHESTNUT STREET FROM R-1C HIGH DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT TO C-1 OFFICE DISTRICT

WHEREAS, there was heretofore filed with the Community Development Department of the City of Bloomington, McLean County, Illinois, a petition to rezone certain premises described in Exhibit(s) A, 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, following said public hearing, the Planning Commission recommended approval of rezoning; and

WHEREAS, the City Council of said City is authorized to adopt this Ordinance and approve the petition to rezone said Premises;

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Bloomington, McLean County, Illinois:

SECTION ONE: That the petition to rezone the premises described in Exhibit A is hereby approved, said premises are rezoned to the C-1 zoning designation and the official Zoning Map of the City is hereby amended accordingly.

SECTION TWO: This Ordinance shall take effect immediately upon passage and approval.

PASSED this 14th day of January 2019.

APPROVED this ____ day of _____, 2019.

CITY OF BLOOMINGTON **ATTEST**

_____ _____

Tari Renner, Mayor Leslie Yocum, Interim City Clerk

PETITION FOR ZONING MAP AMENDMENT

State of Illinois)
) ss.
County of McLean)

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

Now comes Carl V Thacker Jr & Travis Thacker (Thacker Family Properties), Randy Lenz (DML Real Estate LLC), and Travis Wieland (Cushing's Commercial Carpets), hereinafter 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 legally described in Exhibit "A" presently has a zoning classification of R-1C under the provisions of Chapter 44 of the Bloomington City Code, 1960;

3. That the present zoning on said premises is inappropriate due to error in original zoning, technological changes altering the impact or effect of the existing land uses, or the area in question having changed such that said present zoning is no longer contributing to the public welfare;

4. 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 C1 Office District zoning district classification;

5. 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

6. 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 R-1C to C1 Office District.

Respectfully submitted,

By: _____
Carl V Thacker Jr.

By: _____
Travis Thacker

By: _____
Randy Lenz

By: _____
Travis Wieland

October 24, 2018

To Whom It May Concern,

We are petitioning for a zoning amendment of the properties located at 802 N Morris Ave and 1111/1109/1107 W Chestnut St. These properties are currently zoned R-1C residential. After meeting with City Planner Katie Simpson, Izzy Rivera and Community Development Director Robert Mahrt, we all feel these properties would be better suited as C-1 commercial zoning.

Both 802 N Morris Ave & 1107 W Chestnut St were built as commercial dwellings and have been operated as such since. These two properties currently require a Special Use Permit to operate in a commercial fashion. This has proved to be a stumbling block when attempting to lease or sell them and has caused 802 N Morris to be vacant for over one year. The Special Use Permit application process is typically two months at a minimum and many business owners are not willing to wait that long or are apprehensive about the process.

C-1 zoning is intended to be a transitional office district to separate residential and more intensive commercial usages. These properties are surrounded by M-1 commercial properties to the East and R-1C residential properties to the West. C-1 would help to establish proper transitional office district uses for these buildings and help to ensure they can be used commercially in the future. 1109 W Chestnut St is a vacant lot (owned in conjunction with 1107 W Chestnut) and 1111 W Chestnut St is a residential single-family rental house. These properties would also benefit from C-1 zoning and help to create a corridor of C-1 District properties transitioning from M-1 to R-1C.

As longstanding property owners on the West side that are committed to the best interest of the neighborhood, we feel this zoning amendment would be appropriate. Thank you in advance for your time and consideration.

Sincerely,

Carl & Travis Thacker, Randy Lenz, Travis Wieland

Exhibit A

Property #1: 802 N Morris Ave - Bloomington, IL 61701

Property Owner(s):
Carl V Thacker Jr & Travis Thacker
Thacker Family Properties

Pin:
21-05-209-018

Legal Description:
DIDLAKE'S ADDN - E40' - 6 3

Property #2: 1111 W Chestnut St - Bloomington, IL 61701

Property Owner(s):
Randy Lenz
DML Real Estate LLC

Pin:
21-05-228-005

Legal Description:
WESTERN ADDN - W37.55' - 5 4

Property #3: 1109 (vacant lot) & 1107 W Chestnut St - Bloomington, IL 61701

Property Owner(s):
Travis Wieland
Cushing's Commercial Carpets

Pin:
1109 W Chestnut St (vacant lot): 21-05-228-006
1107 W Chestnut St: 21-05-228-008

Legal Description:
1109 W Chestnut St (vacant lot): WESTERN ADDN - E40.95' W78.5' - 5 4
1107 W Chestnut St: 40 ACRES SUB BLKS 39, 40, 44, & 53 - LOT 2 BLK 39

OWNER'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

KNOW ALL MEN BY THESE PRESENTS, That I, the undersigned, hereby certify that I am the owner of the premises embodied in the attached Exhibit "A" of 802 N Morris Ave. Bloomington, IL 61701 (address) to the City of Bloomington, McLean County, Illinois, and that I have sufficient proprietary interest in the land sought to be rezoned.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this 18 th day of October, 20 16.

By: _____
Carl V Thacker Jr, Thacker Family Properties

By: _____
Travis Thacker, Thacker Family Properties

(Seal)

State of Illinois)
)ss.
County of McLean)

I, Elaine L. Thacker, a Notary Public in and for the county and State aforesaid, do hereby certify that Carl V Thacker Jr & Travis Thacker (Thacker Family Properties) personally known to be the same person whose name is subscribed to the foregoing owner's statement, appeared before me, this day, in person and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 18th day of October, 2018.

Elaine L. Thacker
Notary Public

My commission expires 8-10-19.

OFFICIAL SEAL
ELAINE L THACKER
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Aug 10, 2019

OWNER'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

KNOW ALL MEN BY THESE PRESENTS, That I, the undersigned, hereby certify that I am the owner of the premises embodied in the attached Exhibit "A" of 1111 W Chestnut St. Bloomington, IL 61701 (address) to the City of Bloomington, McLean County, Illinois, and that I have sufficient proprietary interest in the land sought to be rezoned.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this 17th day of October, 2018.

By: _____
Randy Lenz
DML Real Estate LLC

(Seal)

State of Illinois)
)ss.
County of McLean)

I, ROBERT J. LENZ, a Notary Public in and for the county and State aforesaid, do hereby certify that Randy Lenz (DML Real Estate LLC) personally known to be the same person whose name is subscribed to the foregoing owner's statement, appeared before me, this day, in person and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 17th day of October, 2018.

_____
Notary Public

My commission expires 10-31-21.

ROBERT J LENZ
"OFFICIAL SEAL"
My Commission Expires
October 31, 2021

OWNER'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

KNOW ALL MEN BY THESE PRESENTS, That I, the undersigned, hereby certify that I am the owner of the premises embodied in the attached Exhibit "A" of 1109 & 1107 W Chestnut St. Bloomington, IL 61701 (address) to the City of Bloomington, McLean County, Illinois, and that I have sufficient proprietary interest in the land sought to be rezoned.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this 15th day of October, 2018.

By: Travis Wieland
Travis Wieland
Cushing's Commercial Carpets

(Seal)

State of Illinois)
)ss.
County of McLean)

I, Karen R. Wieland a Notary Public in and for the county and State aforesaid, do hereby certify that Travis Wieland (Cushing's Commercial Carpets) personally known to be the same person whose name is subscribed to the foregoing owner's statement, appeared before me, this day, in person and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 15 day of October, 2018.

Karen R. Wieland
Notary Public

My commission expires 1-18-2021.

OFFICIAL SEAL
KAREN R. WEILAND
Notary Public, State of Illinois
My Commission Expires 01/18/2021

8/1/2018

McLean County GIS Consortium

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McGIS does not guarantee the accuracy of the information displayed. Only on-site verification or field surveys by a licensed professional land surveyor can provide such accuracy. Use for display and reference purposes only.

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McGIS

8/1/2018

McLean County GIS Consortium

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McGIS

11/21/2018

Aerial Map

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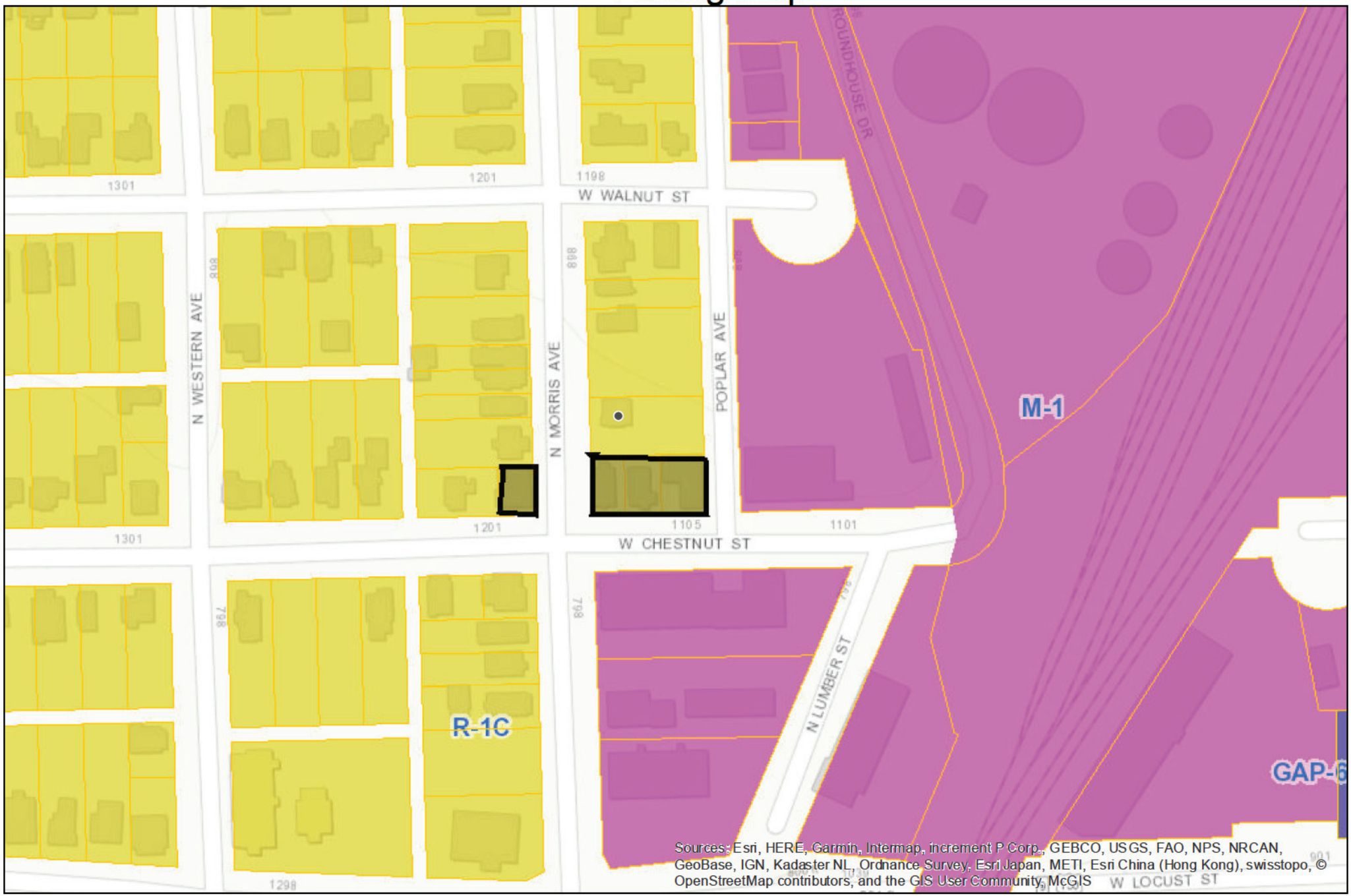
McGIS

11/21/2018

Zoning Map



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McGIS

Permitted uses in the C-1 District	
Accounting, Auditing, Bookkeeping	P
Advertising Services	P
Agency Supervised Homes	P
Agency-Operated Family Homes	P
Agency-Operated Group Homes	P
Agriculture	P
Airports and Landing Fields	S
Ambulatory Surgical Treatment Center	P
Animal Hospitals	S
Apparel Shops	2
Aquariums	P
Art Galleries, Museums	P
Art Supplies, Craft Stores	2
Athletic Clubs, YMCA, YWCA	P
Auditoriums, Concert Halls	2
Automobile Rental Service	2
Bakery Products Sales	2
Banking Services	P
Barber Shops, Beauty Shops	2
Bars, Taverns, Nightclubs	2
Bed & Breakfast Establishments	1
Birthing Center	P
Blueprinting and Photocopying	P
Boarding Schools	P
Book, Stationery Stores, Newsstands	2
Bus Passenger Terminals	2
Business Management Consulting	P
Business Schools	P
Cabinet making, woodworking, furniture repair	S
Cameras, Photographic Supplies	2
Candy Confectionery Sales	2
Childrens Homes, Orphanages	P
Churches, Synagogues, Temples	P
Cigar, Tobacco Products Sales	2
Clinics	P
Collection Services	P
College-University Classrooms	P
Commercial Printing Services	P
Commodity Contract Brokers	P
Community Centers	P

Computer Services	P
Convalescent Homes, Rest Homes	P
Convenience Establishments	2
Convents, Monasteries	P
Country Clubs, Golf Clubs	P
Credit Services	P
Crematories	S
Cultural Activities	P
Currency Exchanges	P
Dairy Products	2
Dance Studios, Music Studios	2
Day Care Centers	P
Delicatessens	2
Dental Services	P
Detective and Protective Services	P
Diagnostic Imaging Center	P
Diagnostic Laboratory Treatment Facility	P
Diaper Services	P
Domestic Violence Shelter	P
Donut Shops, Ice Cream Shops	2
Dormitory, Student Residence Hall	P
Dressmaking, Tailor Shops	2
Drug Stores	2
Dry Cleaning Services	P
Duplicating, Mailing Services	P
Dwellings, Multiple Family	9
Dwellings, Single-Family	S
Dwellings, Two-Family	P
Educational and Research Services	P
Electrical Services	P
Electricity Regulating Substations	P
Employment Services	P
Engineering, Architectural Services	P
Exterminating-Pest Control Services	P
Financial Services	P
Flammable Liquid Pipelines	P
Florist Shops	2
Food Pantry	P
Forestry	P
Fraternities, Sororities	P
Funeral Parlor, Mortuary	P

Gas Regulatory Stations	P
Gift Shops	2
Golf Courses - Not Miniature Golf	P
Government Services	P
Greeting Card Shops	2
Grocery Stores, Supermarkets	2
Group Homes for Parolees	S
Group Homes for Parolees	S
Gymnasiums, Recreation Centers	P
Health Clubs	P
Health Spas, Reducing Salons	P
Heliports, Heliport Terminals	S
Hobby Shops, Toy Stores	2
Home for the Aged	P
Home Maintenance Services	P
Hospitals, Except Animal Hospitals	P
Ice Rinks	P
Institution for Child Care	P
Institution for the Handicapped	P
Insurance Services	P
Irrigation Channels	P
Jewelry Stores, Watch Repair	2
Knit Goods Shops	2
Laboratory, Dental and Medical	P
Laboratory, Psychological	P
Laundering Services	P
Leather Goods Shops	2
Legal Services	P
Legitimate Theaters	2
Libraries	P
Liquor Stores	2
Lodging Houses	P
Medical Marijuana Dispensing Organization	P
Medical, Health Services	P
Mental Health Facilities	P
Mobile Food and Beverage Vendor	13
Motion Picture Studios	2
Motion Picture Theaters	2
Music Stores, Record Shops	2
News Syndicate Services	P
Nunneries, Rectories	P
Nursery Schools	P
Nursing Homes	P
Offices	P
Optical Goods, Hearing Aids Sales	2
Other Clubs Not Classified	P
Parking Lot, Commercial	S
Parking Lot, Noncommercial	S
Parks, Playgrounds, Aboretums	P
Pharmacy	S
Photofinishing Services	P
Photographic Services	P
Planetariums	P
Police Stations, Fire Stations	P
Postal Services	P
Post-Surgical Recovery Care Center	P
Pottery, Ceramic Products Sales	2
Pre-Schools	P
Printing, Publishing, Allied Uses	P
Professional Clubs, Business Clubs	P
Radio Broadcasting Studios	2
Real Estate Services	P
Record Shops, Music Stores	2
Rehabilitation Schools	P
Religious Education Facility	P
Research and Testing Services	P
Restaurants, Cafeterias	2
Rooming Houses	P
Rooming Houses	P
Savings and Loan Associations	P
Security and Commodity Services	P
Service Clubs, Civic Clubs	P
Sewage Lift Stations	P
Sewage Treatment Plants	S
Sheltered Care Homes	P
Shoe Repair Services	2
Shoe Stores	2
Social Clubs, Lodges	P
Specialty Food Shops	2
Specialty Schools	P
Stenographic Services	P
Swimming Clubs	P
Swimming Pools	P
Taxi Terminals	2

Telecommunication Antenna Facilities	10
Telegraph Message Centers	P
Telephone Exchange Stations	P
Telephone Exchange Substations	P
Telephone Relay Towers	P
Television Broadcasting Studios	2
Tile Abstracting Services	P
Townhouses	9
Travel Arranging Services	2
Treatment Centers for Drug Abuse	P
Utility Conduits, Lines, Pipelines	P
Veterinarian Services	S
Vocational Schools	P
Water Pressure Control Stations	P
Water Purification Plants	P
Water Storage Reservoirs	P

(S) = allowed with a special use
(1) = allowed only as accessory use occupying not more than 40% floor area of any story
(2) = allowed only as accessory use occupying not more than 25% floor area of any story
(4) = the dwelling is allowed only as a residence for watchman or caretakers of businesses or industrial uses permitted in that district
(5) = allowed provided that no lot line of the lot to be occupied by such use shall be located closer than 1,000 feet to the lot line of a residential, recreational, public assembly (or the like) use
(9) = allowed as a special use if the lot was rezoned B-1 after August 26, 1996
(12) = allowed as permitted use but subject to conditions that adult media kept in a separate room 1) that is not open to anyone under age (18) and; 2) physically and visually separated from the rest of the shop by an opaque wall and; be located so that the entrance is as far as reasonably possible from media of a particular interest to children; and 4) have access controlled by warning signs to provide assurance that persons under age 18 will not accidentally enter and; 5) provide signs stipulating that persons under age 18 are not permitted in such a room.
(13) = permitted but subject to the requirements of Section 44.4-4 G.

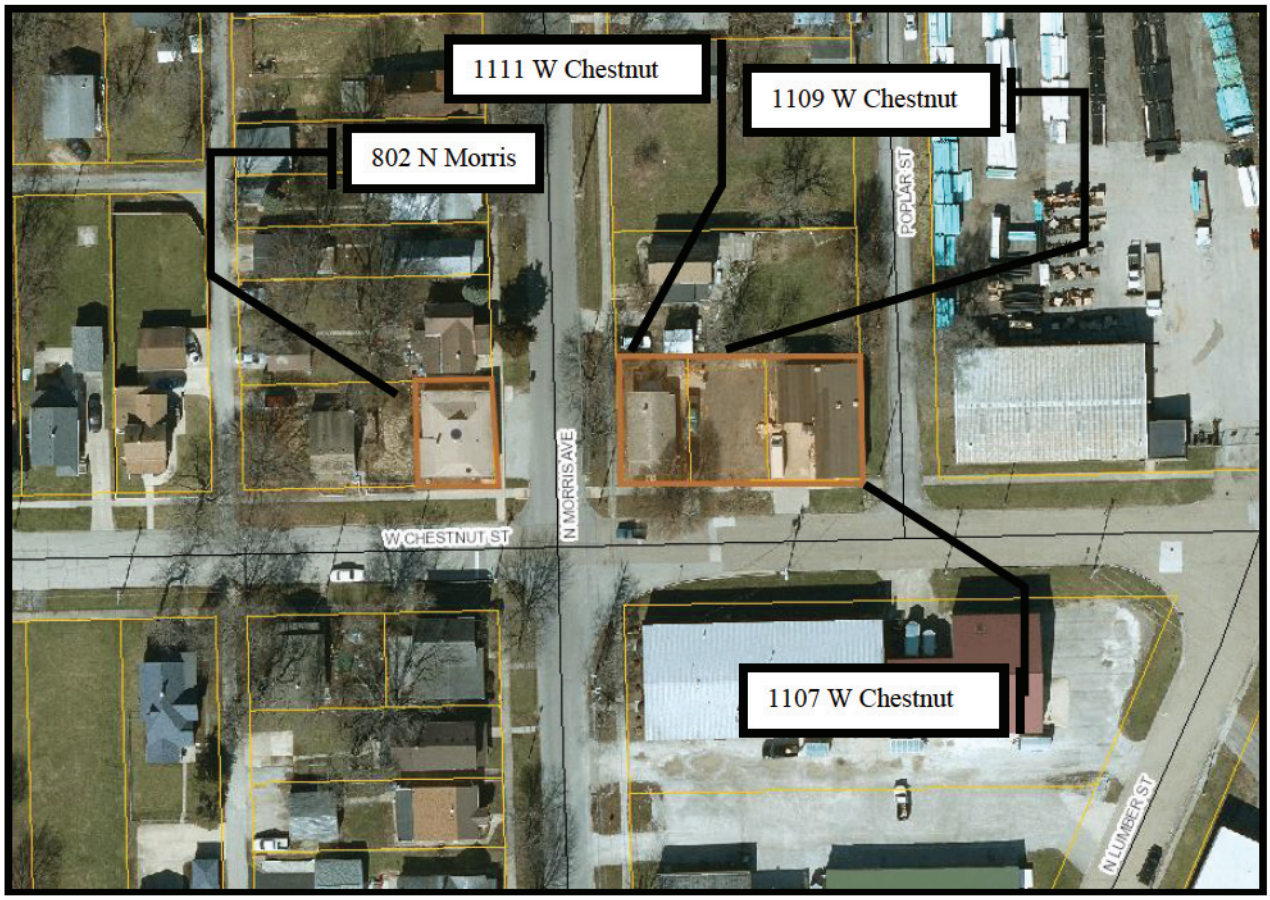
CITY OF BLOOMINGTON
REPORT FOR THE PLANNING COMMISSION
NOVEMBER 28, 2018

CASE NUMBER:	SUBJECT PROPERTY:	TYPE:	SUBMITTED BY:
Z-26-18	802 N Morris Ave. 1111/1107/1109 W Chestnut St.	Rezone	Izzy Rivera Assistant City Planner
PETITIONER'S REQUEST:	Rezone the above referenced properties from R-1C High Density Single Family Residence District to C-1 Office District.		
*Staff finds that the petitions **meet the** Zoning Ordinance's map amendment guidelines for the C-1 Office District*			

STAFF RECOMMENDATION: Approval

Staff recommends the Planning Commission pass the following motions recommending:

A. That City Council **approve** the rezoning of 802 N Morris Ave, 1111, 1109, and 1107 W Chestnut St. from R-1C to C-1, case Z-26-17.



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NOTICE
The application has been filed in conformance with applicable procedural requirements and public notice was published in *The Pantagraph* on November 5, 2018.

GENERAL INFORMATION
Owner and Applicant: Carl and Travis Thacker, Randy Lenz, and Travis Wieland

PROPERTY INFORMATION
802 N Morris Ave.
DIDLAKES ADDN- E40'-6 3
PIN: 21-05-209-018
1111 W Chestnut St.
WESTERN ADDN- W37.55' 5 4
PIN: 21-05-228-005
1109 W Chestnut St.
WESTERN ADDN- E40.95' W78.5'-5 4
PIN: 21-05-228-006
1107 W Chestnut St.
40 ACRES SUB BLKS 39, 40, 44, & 53- LOT 2 BLK 39
PIN: 21-05-228-006

Existing Zoning:	R-1C, High Density Single Family Residence District
Existing Land Use:	**802 N Morris Ave**-converted commercial house
	1111 W Chestnut- single family home
	1109 W Chestnut- vacant
	1107 W Chestnut- commercial building
Property size:	**802 N Morris Ave**- 2,254 sqft
	1111 W Chestnut- 3,235 sqft
	1109 W Chestnut- 3,649 sqft
	1107 W Chestnut- 1,900 sqft

Surrounding Zoning and Land Uses

Zoning	Land Uses
North: R-1C Single Family Residential	North: Single family homes
East: R-1C Single Family Residential	East: Single family homes
East: M-1 Restricted Manufacturing	East: Water Products Company
South: R-1C Single Family Residential	South: Single family homes
South: M-1 Restricted Manufacturing	South: Warehouses/Commercial
West: R-1C Single Family Residential	West: Single family homes

Analysis
This report is based on the following documents, which are on file with the Community Development Department:

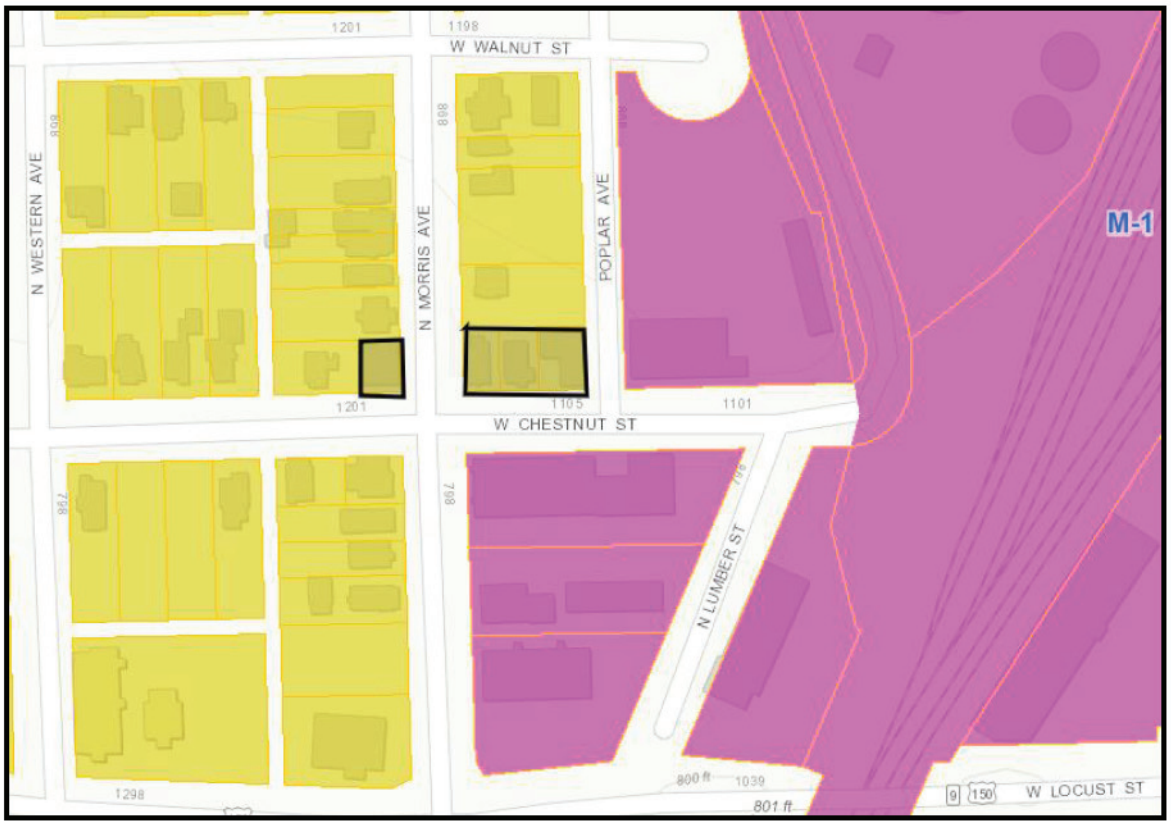
1. Petition for Zoning Map Amendment
2. Aerial photographs

3. Zoning Map
4. Site visit

PROJECT DESCRIPTION

Background: The subject properties are located west of US 150/Rt. 9 at the intersection of W. Chestnut St. and N. Morris Ave. The subject properties are adjacent to Bloomington's rail yards, and W. Chestnut St provides the main access onto the west portion of the rail property. The subject properties are located within the R-1C, High Density Single Family Residence District. In 2005, 802 N. Morris Ave, located at the northwest corner of Chestnut and Morris St. was granted a Special Use permit to allow a musical instrument repair shop. Carl's Pro Band functioned out of this site for over 10 years. 802 N Morris appears to have been built to accommodate commercial uses and has only had minor remodeling done in recent years. Then in 2016, Central Illinois Grain Inspection secured a special use permit to allow a grain inspection lab and office at this location. Currently, 802 N. Morris does not have an occupant. In early 2018, there was a petition for another special use permit at this location, however it was withdrawn. The property is approximately 2200 square feet.

1111 W. Chestnut, located at the northeast corner of W. Chestnut St and N Morris Ave is improved with a single family home. According to the City of Bloomington records the home has been enrolled in the Rental Program since 2004. The site is approximately 3200 square feet. 1109 W. Chestnut is currently vacant. According to City of Bloomington records, in 1999, a special use permit was obtained to allow an enlargement to a nonconforming structure. In 2015, a permit was issues for demolition, and since 2015 the site has remained vacant and unimproved. 1107 W. Chestnut is currently home to Cushing Commercial Carpets Inc. Historically the subject site has been used for commercial purposes. Records indicate it has been a bottling company, a pallet service and a place for art production prior to the current tenant.



View looking East on W. Chestnut Street

View looking South West on Morris Avenue

These properties are located in succession along the north of W. Chestnut Street. They are located between the Restricted Manufacturing District and the High Density Single Family Residence District. Uses which are located in the M-1, Restricted Manufacturing District are more intense and could produce more traffic. Uses in the M-1 are not compatible with residential areas, the intent of the M-1, Restricted Manufacturing District is to provide for industrial uses which are located in areas suitable with adequate utilities and transportation. Uses such bars and detention facilities are not compatible with residential areas. The C-1, Office District is intended for uses that would be more compatible closer to residential areas but also a buffer between more intense uses in the Manufacturing District. The subject properties are located within a half mile of Sheridan School, O'Neil Park and the Rail yard. W. Locust St is a truck route and major state route. The uses allowed by right in the Office district, like accounting offices, day care centers, insurance services will have low amounts of foot traffic and can serve the immediate area.

Project Description:
The intent of the current zoning district, R-1C High Density Single Family Residence District, is to allow for the establishment of areas of higher density single family dwellings. The uses that are currently at each site and historically, would all be considered legal non-conforming, under the R-1C zoning classification, with the exception of 1111 W. Chestnut. 1111 W. Chestnut is a single family dwelling, a use permitted by right in the R-1C district. The proposed zoning district C-1 Office District, in intended to promote retail, offices and other less intense commercial uses. The C-1 zoning district is also intended to be a transition between residential areas and areas not compatible with residential uses. Under the proposed C-1 zoning designation, the current use of single family home would be considered legal by right per Chapter 44.4-3. The zoning amendments will reduce the legal, nonconforming status for 802 N. Morris Ave, 1107 N. Morris Ave, and 1109 N. Morris Ave. 1111 W Chestnut St. could remain as a single family home, or could be converted into a duplex, office or other use permitted by right in the C-1 District. Collectively, approximately 11,039 square feet of property would be rezoned. The properties would serve as a buffer between the two districts, compatible with the intent of the C-1, Office District.

The current R-1C Zoning District is not adequate for the current sites and their uses. 802 N. Morris has been vacant for over a year. 802 N Morris was built as a commercial structure and has been used as such over the years. The restrictions placed on the site by the R-1C Zoning District does not allow the site to be used as it was intended, or make adequate use of the property as it exists. Any use, which could be compatible with the structure must obtain a special use permit and a review process to consider its compatibility with the neighborhood. The other sites, with the exception of 1111 W. Chestnut, contain commercial uses as well. The proposed C-1 Office Zoning would allow the existing uses, and permit future uses allowed in the C-1 Zoning District, by right. The purposed C-1 Zoning District would be more compatible with existing uses and with the area, than the current Zoning of R-1C. The area is unique in that it has a mixed of uses on the same street. W. Chestnut Street contains a single family home rental, a commercial use and a more intense industrial use. A buffer between the deliveries at Water Products Company of Illinois would be beneficial for the less intense commercial and residential uses. C-1, Office District would provide that transition and more adequately provide the parameters for a buffer.

Link to Comprehensive Plan:
The Comprehensive Plan's goals for economic development support mixed use developments and exploring land opportunities for other retail and commercial uses. Goal ED-4.2 proposed finding retail locations within residential areas within appropriate densities. ED-4.3 proposes to find buffer areas between residential and industrial uses to continue to promote less intense businesses and opportunity for economic development.

FINDINGS OF FACT
The Zoning Ordinance has "*Zoning Map Amendment Guidelines*" and by states, "*In making its legislative determination to zone or rezone property to a C-1 Office District zoning classification, the Planning Commission and City Council may apply the following guidelines to the proposal under consideration:*

1. *The degree to which the permitted uses serves as a buffer between uses and lower and higher intensity that if adjacent could prove incompatible;* the subject properties are located between two different types of zoning districts. To the east and south is M-1, Restricted Manufacturing District which is a heavier industrial use. The intent of this district is to be separated from residential uses to promote health, safety, and welfare. To the north and west is R-1C, High Density Single Family Residence District, the primary intent of which is for single family dwellings. The proposed C-1 Office District would provide a buffer between heavier manufacturing uses and residences. The rezoning would allow for uses currently existing to continue as conforming and future uses would not require a special use permit. **The standard is met.**

2. *The potential impact existing or permitted uses in the vicinity would have upon the permitted uses authorized in the district and the impact the permitted uses would have upon these uses;* the uses that have been located in the subject properties over the years and currently, have been legal non-conforming and not within the intent of the current R-1C zoning district. The uses permitted in the C-1 district are supported by adjacent residents as well as light vehicular traffic. The office uses may also support the

employees at the manufacturing district. Other uses such as financial services could support adjacent businesses. The surrounding district of R-1C allows up to 6 units per acre and some two-single family homes. The surrounding residential composition may not be dense enough to support a use that is 100% retail. A heavier business district could have a negative impact on the neighborhood and with traffic loads. Professional office uses will have a limited amount of employees and client, thus a more feasible use. The Office District will create a buffer between residential uses and the manufacturing district but also between the manufacturing district and the residential uses. **The standard is met.**

3. *The adequacy of public services including police and fire protection serving the property and the impact the permitted uses would have upon these services; the* properties are currently served by public services, no change is anticipated. The subject properties are located directly west of higher intensity commercial and manufacturing. **The standard is met.**

4. *The capacity of existing and proposed community facilities and utilities including water, sewer and transportation systems to serve the permitted uses which might lawfully occur on the property so zoned; the* properties and uses have existed with current utilities. The subject properties are located less than a half mile away from public transportation on W. Locust St and within a half mile of O'Neil Park. The sites are accessible to pedestrians, sidewalks are built on N. Morris Ave and W. Chestnut St. Some retail uses permitted in the C-1 Office District such as a small grocery store, bakery, greeting card shop and deli could serve the school and the park which are within walking distance. The utilities are adequate and **the standard is met.**

5. *The extent to which the permitted uses will promote balanced growth and sound economic development in the community;* the rezoning of the properties would promote mixed used development and could encourage small business to consider operating at some of the sites. It would also continue to foster support for the existing business and bring the uses into compliance with the zoning code with the rezoning. The intent of the C-1, Office District is meant to be a buffer between residential uses and more intense industrial uses, which could promote mixed use development. **The standard is met.**

6. *The impact any natural disasters, including flooding, would have upon the permitted uses; all* of the uses have existed prior to the proposed rezoning, no change in impact is expected. Furthermore, redevelopment in the C-1 District necessitates compliance with storm water management regulations. **The standard is met.**

7. *The impact the permitted uses would have upon the environment including noise, air and water pollution;* the uses, which would become conforming if the zoning amendment is approved, have existed historically in this area prior to the proposed rezoning. The C-1 district is intended to serve as a buffer between heaving manufacturing uses and residences. The district allows lower intensity office uses by right, and restricts the

allowed size of retail and other more trafficked uses. Future development would have to comply with the C-1 district standards. No change is expected. **The standard is met.**

8. *The conformance of the proposal to the Official Comprehensive Plan and Official Map. (Ordinance No.2006-137)* The Comprehensive Plan encourages areas of mixed use development in areas that are buffers between heavier uses and residential uses. The proposed rezoning is compatible with these goals and the larger vision of the community and economic development opportunities. **The standard is met.**

STAFF RECOMMENDATION:
Staff recommends the Planning Commission pass the following motions recommending: That City Council **approve** the rezoning of 802 N Morris Ave, 1111, 1109, and 1107 W Chestnut St. from R-1C to C-1, case Z-26-17.

Respectfully submitted,

Community Development Staff

Attachments:
- Draft Ordinance
- Petitions for Zoning Map Amendment
- List of Permitted Uses in the R-1C District
- List of Permitted Uses in the C-1
- Aerial Map
- Zoning Map
- Newspaper Notice and Neighborhood Notice w/Map
- Notification Mailing List

DRAFT
MINUTES
BLOOMINGTON PLANNING COMMISSION
REGULAR MEETING
WEDNESDAY, DECEMBER 12, 2018 4:00 P.M.
COUNCIL CHAMBERS, CITY HALL
109 EAST OLIVE STREET
BLOOMINGTON, ILLINOIS

MEMBERS PRESENT: Mr. David Stanczak; Mr. John Protzman; Ms. Megan Headean; Mr. Mark Muehleck; Mr. Tyson Mohr; Ms. Megan McCann; Chairman Justin Boyd

MEMBERS ABSENT: Mr. Kevin Suess; Mr. Thomas Kreiger; Mr. Eric Penn

OTHERS PRESENT: Ms. Katie Simpson, City Planner; Ms. Izzy Rivera, Assistant City Planner; Mr. Bob Mahrt, Community Development Director; Mr. George Boyle, Assistant Corporate Council; Mr. John Houseal, Houseal Lavigne & Associates; Ms. Jackie Wells, Houseal Lavigne & Associates.

CALL TO ORDER: Chairman Boyd called the meeting to order at 4:01 PM. Mr. Mahrt called roll. With seven members present, a quorum was established.

PUBLIC COMMENT: None.

MINUTES: The Commission reviewed the minutes of the October 24, 2018, regular meeting of the Bloomington Planning Commission. Mr. Protzman motioned to approve the minutes as presented; Ms. McCann seconded the motion. The October 24, 2018 minutes were approved by voice vote 7-0.

The Commission reviewed the minutes of the November 28, 2018, regular meeting of the Bloomington Planning Commission. Mr. Stanczak motioned to approve the minutes as presented; Ms. McCann seconded the motion. The November 28, 2018 minutes were approved by voice vote 7-0.

REGULAR AGENDA: Z-26-18 Public hearing, review and action on a petition submitted by Carl V. Thacker Jr., Travis Thacker, Randy Lenz, and Travis Wieland requesting a rezoning of 802 N. Morris Ave, 1111/1109/1107 W. Chestnut St. from R-1C, Single Family Residential District to C-1, Office District. (Ward 7) (Carried over from 11/28/18)

Chairman Boyd introduced the case. Ms. Rivera presented the staff report and stated that staff is providing a positive recommendation for case Z-26-18. Ms. Rivera presented an aerial view, zoning map, and photos of each location. She described the location of each property and highlighted the subject properties' proximity to the rail yard, manufacturing districts, and single family residential districts. She summarized the surrounding zoning districts and uses. Ms. Rivera explained that the current zoning district, for the subject properties is R-1C, Single Family Residential District. She described the permitted uses. Ms. Rivera described the proposed zoning, C-1, Office District, and described the uses in the C-1 District. She explained the C-1

District is intended to function as a buffer between more intense commercial or manufacturing uses and residential uses. She explained that the C-1 District allows for offices, daycares and other uses that could have less of a negative impact on residential uses, and limits the types of commercial uses permitted as well as limits the size of more intense commercial uses such as retail and service. She explained the C-1 District would provide parameters for design, parking, storm water management, and uses at these locations—a benefit to rezoning and eliminating the nonconforming status of these commercial buildings. She provided a brief history of each property and explained that 802 N. Morris Ave has traditionally, been used for commercial purposes and is currently vacant and has experienced vacancy in the past. Ms. Rivera explained that 1111 W. Chestnut St. is a single family home but the zoning change would not change the home's legal conforming status. 1109 W. Chestnut is a vacant lot. 1107 W. Chestnut St has also traditionally been used for commercial purposes. Ms. Rivera explained how the petitions to rezone align with the economic development goals of the Comprehensive Plan and promotes mixed uses development and supports small businesses. She explained staff's analysis of the standards for rezoning properties. She explained the current zoning, and nonconforming status, restricts the ability to use the properties as they have been built and as a consequence the buildings have been vacant and the lots unimproved. She described future developments as a possible amenity to the neighborhood.

Mr. Travis Thacker, the petitioner, was sworn in. Mr. Thacker explained that he owns the building at 802 N. Morris Ave and has experienced difficulties finding a tenant due to the nonconforming status of the property. He summarized the challenges getting a special use permit creates for entering into leases with tenants. He explained that the building was built in the 1950's as a grocery store, and he believes amending the zoning would allow the structure to be useful for the community.

No one, outside of the applicant, spoke in favor of the petition. No one spoke in opposition to the petition. Chairman Boyd declared the public hearing closed. **Ms. Headan motioned to adopt the findings of staff and to recommend approval of case Z-26-18 to rezone the properties at 802 N. Morris Ave, 1111, 1107, and 1109 W. Chestnut St. to C-1 to City Council. Mr. Stanczak seconded the motion. The motion was unanimously approved with the following votes cast: Ms. Headan—yes; Mr. Stanczak—yes; Mr. Protzman—yes; Mr. Muehleck—yes; Mr. Mohr—yes; Ms. McCann—yes; Chairman Boyd—yes.**

20634
CITY OF BLOOMINGTON
PUBLIC HEARING NOTICE
PLANNING COMMISSION
NOVEMBER 28, 2018

Notice is hereby given that the Planning Commission of the City of Bloomington, Illinois, will hold a public hearing scheduled for Wednesday, November 28, 2018 at 4:00 p.m. in the Council Chambers of City Hall Building, 109 E. Olive St., Bloomington, Illinois, on a petition submitted by Thacker Family Properties, DML Real Estate, LLC & Cushing's Commercial Carpets to rezone the following properties from R-1C, High Density Single Family Residence District to C-1 Office District, 802 N Morris Ave., 1111/1109/1107 W. Chestnut Street.

802 N Morris Ave.
(DIDLAKE'S ADDN – E40' - 6 3.)
PIN: 21-05-20-018

1111 W Chestnut St.
(WESTERN ADDN – W37.55' – 5 4)
PIN: 21-05-228-005

1109 W Chestnut St.
(WESTERN ADDN – E40.95'W78.5' – 5 4)
PIN: 21-05-228-006

1107 W Chestnut St.
(40 ACRES SUB BLKS 39, 40, 44, & 53 – LOT 2 BLK 39)
PIN: 21-05-228-008

All interested persons may present their views upon such matters pertaining thereto at the meeting. The petitioner or his/her Counsel/Agent must attend the meeting. The petition is on file for public review at the City of Bloomington Community Development Department, 115 E. Washington St., Suite 201, Bloomington, IL 61701.

In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk, preferably no later than five days before the hearing.

The City Clerk may be contacted either by letter at 109 E. Olive St., Bloomington, IL 61701, by telephone at 309-434-2240, or email cityclerk@cityblm.org The City Hall is equipped with a text telephone (TTY) that may also be reached by dialing 309-829-5115.

Published: Monday, November 5, 2018

CITY OF Bloomington ILLINOIS

Department of Community Development
115 E Washington St, Ste 201
Bloomington IL 61701

November 5, 2018

Dear resident or property owner:

The **Planning Commission of the City of Bloomington, Illinois, will hold a public hearing on Wednesday, November 28, 2017 at 4:00 p.m.** in the **City Hall Council Chambers, 109 E. Olive St., Bloomington, Illinois**, to hear testimony on four (4) petitions for the properties found in the chart below:

Petitioner	Address	Legal Description	PIN	Current Zoning	Proposed Zoning
Thacker Family Properties	802 N Morris Ave	DIDLAKE'S ADDN – E40' – 6 3	21-05-209-018	R-1C	C-1
DML Real Estate LLC	1111 W Chestnut St	WESTERN ADDN – W37.55' – 5 4	21-05-228-005	R-1C	C-1
Cushing's Commercial Carpets	1109 W Chestnut St	WESTERN ADDN – E40.95' W78.5' – 5 4	21-05-228-006	R-1C	C-1
Cushing's Commercial Carpets	1107 W Chestnut St	40 ACRES SUB BLKS 39, 40, 44, & 53 – LOT 2 BLK 39	21-05-228-008	R-1C	C-1

The current zoning designation R-1C, High Density Single Family Residence District is to provide areas of higher density single-family detached dwellings while recognizing the compatibility of two-family dwellings as special uses.

The proposed zoning change to C-1, Office District allows for office buildings primarily. To a limited extent related retail, service, institution, and multiple family uses are allowed.

We are sending you this courtesy notice because you own property within 500 feet of the land described above (a map is attached for reference). In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk at (309) 434-2240, preferably no later than five days before the hearing. Please note that cases are sometimes continued or postponed for various reasons (i.e lack of quorum, additional time needed, etc.). The date and circumstance of the continued or postponed hearing will be announced at the regularly scheduled meeting. The agenda and packet for the hearing will be available prior to the hearing on the City of Bloomington website at www.cityblm.org.

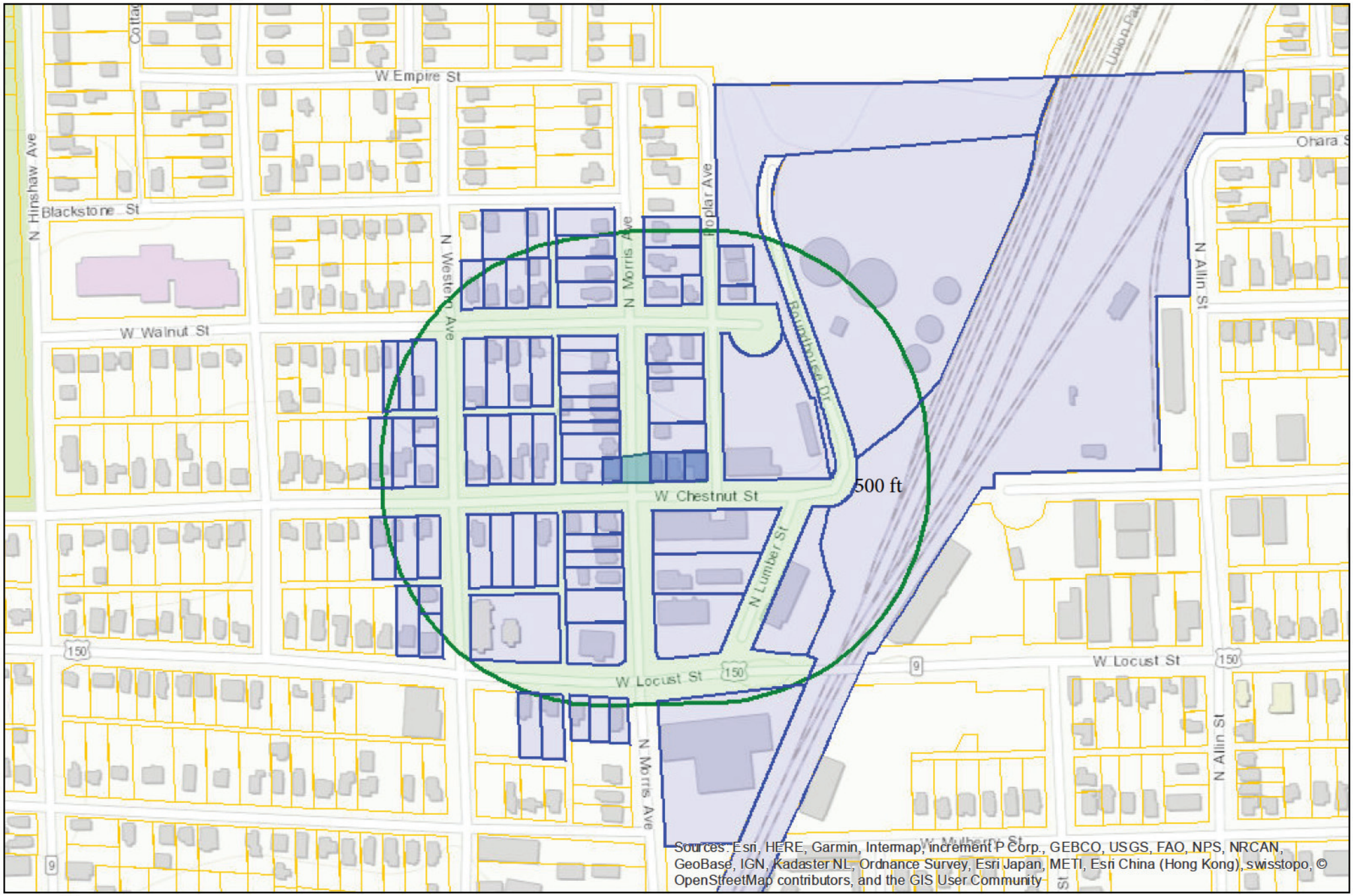
If you have additional questions or for further information, please contact the City of Bloomington Community Development Department at (309) 434-2226.

Respectfully,

Katie Simpson
City Planner

Enclosures: Map of notified properties within 500 ft of subject property

11/5/2018 Public Hearing on November 28, 2018 for a Rezoning of 802 N. Morris Ave - 1111/1109/1107 W Chestnut St - to C-1, Office District



N W E S

McGIS does not guarantee the accuracy of the information displayed. Only on-site verification or field surveys by a licensed professional land surveyor can provide such accuracy. Use for display and refernce purposes only.

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McGIS

LINDA & JAMES WHEELOCK
503 E Taylor St
BLOOMINGTON, IL 61701

MARY TOBIN
1407 N MAPLE
NORMAL, IL 61761

MARK ZEMMEL
807 N MASON ST
BLOOMINGTON, IL 61701

MARK SCHMIDGALL
320 DENMAN RD
CARLOCK, IL 61725

JASON PASCAL
1208 W LOCUST ST
BLOOMINGTON, IL 61701

MARTIN HOENIGES
808 N MORRIS AVE
BLOOMINGTON, IL 61701

GENESIS PROPERTIES INC
% WMWETZEL-GENESIS PROP PO BOX 50
AURORA, IL 60507

R TRAVIS WIELAND
28 PEMBROOK CIR
BLOOMINGTON, IL 61704

EUNICE TENNISON
1304 W CHESTNUT ST
BLOOMINGTON, IL 61701

ST PATRICKS ROMAN CATHOLIC CHURCH
1209 W LOCUST
BLOOMINGTON, IL 61701

MARK SCHMIDGALL
320 DENMAN RD
CARLOCK, IL 61725

KATHRYN WOITH
1213 W WALNUT ST
BLOOMINGTON, IL 61704

THOMAS LEE ABBOTT
509 WOODRIG RD
BLOOMINGTON, IL 61704

BRADLEY SHELER
902 N MORRIS AVE
BLOOMINGTON, IL 61701

JAMES MITCHELL
1204 W LOCUST ST
BLOOMINGTON, IL 61701

MELODY ZESCHKE
1206 W LOCUST ST
BLOOMINGTON, IL 61701

KSCI PROPERTIES LLC
14162 JEAN TRCE
BLOOMINGTON, IL 61705

DML REAL ESTATE
202 NORTH CENTER STREET SUITE 2
BLOOMINGTON, IL 61701

GLENN NELSON
18 KENFIELD CIR
BLOOMINGTON, IL 61704

EDWARD CARROLL
1112 COLTON AVE
BLOOMINGTON, IL 61701

DONNA ANDRES
1209 W WALNUT ST
BLOOMINGTON, IL 61701

JEANETTE HUGHES
1008 N WESTERN AVE
BLOOMINGTON, IL 61701

THOMAS HUBBARD
1902 MARZEL DR
BLOOMINGTON, IL 61701

MICHAEL SHELTON
1304 W WALNUT
BLOOMINGTON, IL 61701

MICHAEL WALDEN
906 N MORRIS AVE
BLOOMINGTON, IL 61701

NITA HERALD
1206 BLACKSTONE
BLOOMINGTON, IL 61701

GEORGE CUSHING
1107 W CHESTNUT ST
BLOOMINGTON, IL 61701

LLOYD & EVA THACKER
1003 W COLLEGE AVE
NORMAL, IL 61761

JASON THORP
807 N Morris Ave
BLOOMINGTON, IL 61701

ORANGE REO II LLC
295 E HIGHWAY 50 STE 5
CLERMONT, FL 34711

JAMES MITCHELL
1204 W LOCUST ST
BLOOMINGTON, IL 61701

JUDITH BROWN
806 N MORRIS AVE
BLOOMINGTON, IL 61701

JEANETTE HUGHES
1008 N WESTERN AVE
BLOOMINGTON, IL 61701

STEVEN & ANGIE THORP
814 N MORRIS AVE
BLOOMINGTON, IL 61701

ROBERT WHEELER
1302 W CHESTNUT
BLOOMINGTON, IL 61701

EDWARD CARTER
1207 W CHESTNUT ST
BLOOMINGTON, IL 61701

RICHARD TRICKEL
905 N MORRIS AVE
BLOOMINGTON, IL 61701

ST PATRICKS CHURCH
1209 W LOCUST
BLOOMINGTON, IL 61701

GENE KELLEY
707 N LUMBER ST
BLOOMINGTON, IL 61701

JODY SCRANTON
1301 W CHESTNUT ST
BLOOMINGTON, IL 61701

VICKY NEHRT
712 N MORRIS
BLOOMINGTON, IL 61701

ROZANNE C & RICKARDO A RAMIREZ
PO BOX 3334
BLOOMINGTON, IL 61702

C/O AMCI CJTR LLC
6698 KEATON CORP PARKWAY SUITE 100
OFALLON, MO 63368

VINEWOOD II LLC
1102 W LOCUST
BLOOMINGTON, IL 61701

EDWARD & CAROL PENA
3059 LYNDHURST N
DEERFIELD BEACH, FL 33442

DANIEL HALL
1209 W CHESTNUT ST
BLOOMINGTON, IL 61701

BENJAMIN COTTONE
3 ELLEN WAY
NORMAL, IL 61761

ANDREW MESSERSMITH
812 N MORRIS AVE
BLOOMINGTON, IL 61701

CARL THACKER
1806 E EMPIRE ST
BLOOMINGTON, IL 61701

THOMAS ABBOTT
1203 W CHESTNUT ST
BLOOMINGTON, IL 61701

JOHN MASTERS
803 N MORRIS AVE
BLOOMINGTON, IL 61701

BRET BRIDGES
809 N MORRIS AVE
BLOOMINGTON, IL 61701

ANDREA LENZ
1210 BLACKSTONE ST
BLOOMINGTON, IL 61701

THOMAS ABBOTT
509 WOODRIG RD
BLOOMINGTON, IL 61704

BRYAN ROACH
908 N Morris Ave
BLOOMINGTON, IL 61701

JENNA BOEHM
806 N Western Ave
BLOOMINGTON, IL 61701

AGRAIL LLC
901 ROUNDHOUSE DR
BLOOMINGTON, IL 61701

JAMES WEST
901 N MORRIS
BLOOMINGTON, IL 61701

ROBERT E & DONNA J ARMES
1305 W CHESTNUT ST
BLOOMINGTON, IL 61701

MARK SCHIDGALL
320 DENMAN RD
CARLOCK, IL 61725

JONATHAN LEE SMITH
903 N MORRIS AVE
BLOOMINGTON, IL 61701

TARA BAUMAN
1211 W CHESTNUT ST
BLOOMINGTON, IL 61701

MARTIN HOENIGES
808 N MORRIS AVE
BLOOMINGTON, IL 61701

BARBARA SHELTER
1206 W CHESTNUT ST
BLOOMINGTON, IL 61701

DEWITT BECK
1202 W CHESTNUT ST
BLOOMINGTON, IL 61701

DARREL & JENIFER PETRI
3136 AUBURN RD
BLOOMINGTON, IL 61704

DAVID G & LUCY M REYNOLDS
1303 W CHESTNUT ST
BLOOMINGTON, IL 61701

BENJAMIN OWENS
1212 W WALNUT ST
BLOOMINGTON, IL 61701

JOHN HOENIGES
807 N WESTERN AVE
BLOOMINGTON, IL 61701

UNION PACIFIC RAILROAD CO
PROPERTY TAX STOP 1640 1400 DOUGLAS ST
OMAHA, NE 68179

MARIA ALVAREZ
1205 W CHESTNUT ST
BLOOMINGTON, IL 61701

MARY ANN KING
1212 W CHESTNUT ST
BLOOMINGTON, IL 61701

JULIE ANN CROWE
807 1/2 N MORRIS AVE
BLOOMINGTON, IL 61701

DEWITT BECK
714 N MORRIS AVE
BLOOMINGTON, IL 61701

CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: January 14, 2019

SPONSORING DEPARTMENT: City Clerk

SUBJECT: Consideration of a Change of Ownership application from LKH, Inc. d/b/a Cheeks Bar & Grill, located at 1206 Towanda Avenue, currently holding a Tavern and Package Sales, All Types of Alcohol, Sunday Sales (TAPS) liquor license, as requested by the City Clerk Department.

RECOMMENDATION/MOTION: The Change of Ownership application for LKH, Inc. d/b/a Cheeks Bar & Grill be approved.

STRATEGIC PLAN LINK: Goal 5. Great place - livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 5.d. Appropriate leisure and recreational opportunities responding to the needs of residents.

BACKGROUND: The Bloomington Liquor Commission met on December 11, 2018 to formally approve the Change of Ownership application for LKH, Inc. d/b/a Cheeks Bar & Grill, located at 1206 Towanda Avenue, which currently holds a Tavern and Package Sales, All Types of Alcohol, Sunday Sales (TAPS) liquor license. The meeting was a continuation from the public hearing held on October 9, 2018 because, while the Commission was in support of the ownership change on October 9, 2019, the Commission took no formal action to approve the change.

At the October 9, 2018 hearing, Chris Hubbard of LKH, Inc., presented evidence that he had managed the establishment for his father, Tom Hubbard, since the opening of the establishment 20 years ago and that the change of ownership would simply add him as a joint owner with his father.

On December 11, 2018 Commissioners Tari Renner, Lindsey Powell, and Jim Jordan were present, as well as George Boyle, Asst. Corporation Counsel, Asst. Police Chief Greg Scott, and Ashley Lara, Legislative Assistant.

Mr. Hubbard appeared the second time to request formal approval of the ownership change.

Commissioner Jordan made the motion for approval, which was seconded by Commissioner Powell.

Ayes: Commissioners Powell, Jordan, and Renner.

Nays: None

Motion Carried.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, on September 29, 2018, public notice was published in the Pantagraph and approximately 104 courtesy copies of the Public Notice were mailed to neighboring properties. The Agenda for the December 11, 2018 meeting of the Liquor Commission was placed on the City's website.

FINANCIAL IMPACT: This is a Change in Ownership. The current quarterly license fee for a TAPS liquor license is $737.50, which will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2019 Budget Book titled "Budget Overview & General Fund" on page 119.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By:	Ashley Lara, Legislative Assistant
Review By:	Leslie Yocum, Interim City Clerk
Financial & Budgetary Review By:	Chris Tomerlin, Budget Manager
Legal Review By:	George Boyle, Assistant Corporation Counsel

Recommended by:

Tim Gleason
City Manager

Attachments:

- Creation of New License Findings
- CLK 1B APPLICATION Cheeks Bar & Grill Change in Ownership TAPS
- CLK 1C PHN Cheeks Bar & Grill Change in Ownership TAPS
- CLK 1D PERMIT Cheeks Bar & Grill Change in Ownership TAPS

Chapter 6: Section 4B: Creation of New License – Findings

(a) Standard for Creation. The City Council shall not create a new liquor license unless it has previously found that the creation of such license is necessary for the public convenience of residents of Bloomington and is in the best interest of the City of Bloomington. (Ordinance No. 1981-18)

(b) Factual Criteria. In deciding whether creation of a new license is necessary, the City Council shall consider:

(1) The class of liquor license applied for;
(2) Whether most of the establishment's anticipated gross revenue will be from sale of alcohol or other resources;
(3) The character and nature of the proposed establishment;
(4) The general design, layout and contents of the proposed establishment;
(5) The location of the proposed establishment and the probable impact of a liquor establishment at that location upon the surrounding neighborhood or the City as a whole giving particular consideration to; (Ordinance No. 2004-2)

(a) the type of license(s) requested in the application;

(b) the nature of the proposed establishment; (Ordinance No. 2004-2)

(c) the location of the building of the proposed establishment in relation to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station with particular emphasis on its entrances/exits, windows and parking facilities; (Ordinance No. 2004-2)

(d) the hours of operation of the proposed establishment; (Ordinance No. 2004-2)

(e) the effect of live entertainment and/or amplified music in the proposed establishment upon persons in the surrounding area, particularly with respect to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station; (Ordinance No. 2004-2)

(f) signs and lights which are visible from the exterior of the proposed establishment;

(g) whether a Sunday license is being requested for the proposed establishment;

(h) the extent to which other businesses are licensed to sell alcoholic beverages at retail in the area under consideration;

(i) whether and what types of alcohol the applicant proposes to sell in single serving sizes for consumption off of the premises. (Ordinance No. 2004-2)

(6) The probable demand for the proposed liquor establishment in the City;
(7) The financial responsibility of the applicant;
(8) Whether the applicant, or (if the applicant is a partnership or corporation) whether any partner, officer or director of the applicant has ever held a liquor license and his or her performance as a licensee; (Ordinance No. 1977-69)
(9) Whether the applicant intends to furnish live entertainment in the establishment, and if so, the nature of such entertainment;
(10) Whether the applicant intends to obtain a dancing permit pursuant to Chapter 7 of Bloomington City Code;
(11) Whether the proposed establishment poses any problem to the Bloomington Police Department or Liquor Commissioner in the enforcement of City Ordinance or State and Federal Law;
(12) Whether a current City of Bloomington liquor license has been issued for the premises sought to be licensed in the application;
(13) Whether the premises complies with all pertinent health and safety codes applicable within the City of Bloomington;
(14) No license shall be created for, or maintained by, an establishment whose primary or major focus is video gaming. In determining whether an establishment's primary or major focus is video gaming, the following factors may be considered.

(a) The layout and design of the establishment, including such factors as:

1. The number of video gaming machines relative to the customer seating capacity of the establishment; and
2. The square footage of space devoted to video gaming relative to the amount of space devoted to other activities;

(b) Whether the probable revenue derived from the establishment will be primarily from video gaming;
(c) The number of employees at the establishment and their proposed function;
(d) Other relevant factors. (Ordinance No. 2013-13)

(15) The recommendation of the Liquor Commission. (Ordinance No. 2013-13)

(c) All licenses created hereby are subject to issuance by the Mayor in his discretion as provided in 235 ILCS 5/4-4 and Section 37 of this Chapter. (Ordinance No. 2013-13)

DATE 9/11/18

TO WHOM IT MAY CONCERN,

I WOULD LIKE TO REQUEST THAT MY SONS NAME, CHRIS HUBBARD BE ADDED TO THE LIQUOR LISENCE FOR LKH INC DBA. CHEEKS BAR & GRILL.

THANK YOU IN ADVANCE FOR YOUR CONSIDERATION.

TOM HUBBARD

[redacted]

OFFICE USE ONLY

Submittal Date: 9/12/18

Renewal Type (A, SA, Q): Q

Staff Initials: AM

CITY OF Bloomington ILLINOIS

Emergency Call-In Listing

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

Individual/Partnership/Corporation/LLC:	LKH INC
Doing Business As (D/B/A):	CHEEKS BAR & GRILL
Business Address:	1206 TOWANDA AVE.
City/State:	Bloomington IL.
Zip Code:	61701
Business Phone Number:	(309) 829-3655
Business Email Address:	thehub34@yahoo.com

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

License Renewals

Name: Tom Hubbard **Phone Number:** [redacted]

Address: [redacted]

Name: Chris Hubbard **Phone Number:** [redacted]

Address: [redacted]

Building Security

Name: Chris Hubbard **Phone Number:** [redacted]

Address: [redacted]

Other (Title): _____

Name: _____ **Phone Number:** _____

Address: _____ **City:** _____ **Zip Code:** _____

Building Owner Name: Redbird Property Mng. **Phone Number:** [redacted]

Address: [redacted]

CITY OF Bloomington ILLINOIS

Liquor License Questionnaire

TO THE APPLICANT:

On August 28, 1972, the Bloomington City Council enacted Ordinance No. 1972-57, revising standards for issuance of liquor licenses. The Ordinance, in addition to providing for an increase in the number of licenses, reflected a change in public attitude toward liquor licenses. Rather than lucrative privileges to be bought or sold, they are viewed as potential tools for community development, which can be an asset to the community. Consequently, licenses will be approved, not as a matter of right, but only where a need can be shown to exist and where the issuance of a license for a particular kind of establishment is supportive of and consistent with sound community planning. The following questions and the answers thereto can be of significant value in allowing the Liquor Commission to make an intelligent assessment of your application. Your cooperation in completing it as fully and in as much detail as possible is appreciated.

The questions in the Questionnaire apply equally to yourself and any partner, or any officer or director of a corporation. If more space is needed to answer any question completely, use additional paper.

LEGAL REQUIREMENTS: (Please Circle)

(Y) / N	Have you attained the age of 21 years?	Y / (N)	Have you ever had a Bloomington liquor license revoked for any cause?
(Y) / N	Have you been a resident of the City of Bloomington for one year?	(Y) / N	Are you eligible for a state retail liquor dealer's license?
(Y) / N	Are you a citizen of the United States?	Y / (N)	Is the manager of the establishment ineligible to hold a liquor license for any reason other than citizenship or residence?
(Y) / N	Are you a person of good character and reputation?	Y / (N)	Have you ever been convicted of a violation of any federal or state law concerning the manufacture, possession or sale of alcoholic liquor?
(Y) / N	Do you own or have a valid lease to the premises for which the license is sought?	Y / (N)	Have you ever been convicted of a felony under the laws of the United States or any state?
Y / (N)	Have you ever been convicted of being the keeper, or are you now the keeper of a house of prostitution?	Y / (N)	Is a holder of over 5% of corporate stock ineligible to hold a liquor license for any reason other than citizenship or residence? *(If applicant is a corporation)*
Y / (N)	Have you ever been convicted of pandering or any other crime opposed to decency and morality?	Y / (N)	Is the establishment located within 100' of any church, school, hospital, home for aged or indigent persons or war veterans, their wives or children?

CITY OF Bloomington ILLINOIS

NATURE OF LICENSE:

1. What class liquor license are you seeking? *(Please read descriptions below)* TAPS

TYPE	DESCRIPTION
CA	Clubs – All Types of Liquor
CB	Clubs – Beer and Wine Only
EA	Entertainment/Recreational Sports Venue – All Types of Liquor
EB	Entertainment/Recreational Sports Venue – Beer and Wine Only
GPA	Convenience Store – All Types of Liquor
GPB	Convenience Store – Beer and Wine Only
PA	Package Sales – All Types of Liquor
PB	Package Sales – Beer and Wine Only
RAP	Restaurant & Package Sales – All Types of Liquor
RA	Restaurant – All Types of Liquor
RB	Restaurant – Beer and Wine Only
TAP	Tavern & Package Sales – All Types of Liquor
TA	Tavern – All Types of Liquor
TB	Tavern – Beer and Wine Only
W	Catering – Beer and Wine Only (NOT ABLE TO SELL ANY ALCOHOL)

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

3. State the significance of a liquor license to your establishment, present or future: To serve Beer, wine, and Spirits while enjoying a nice meal.

4. How will a liquor license of the kind requested benefit the City of Bloomington and its residents? We have been a locally own business in bloomington for nearly 20 years.

5. Upon what facts do you base your answers to the previous question? The fact that nothing will change with the business. Bloomington residents have excepted Cheeks Bar & Grill for nearly 20 years.

6. Do you intend to furnish live entertainment in the establishment to be licensed? *(Please Circle)* (Y) N

a. If you answered "YES" to the previous question, state the nature of such entertainment: Bands

7. Will most of the establishment's gross revenue come from sources other than sale of alcohol? ***(Please Circle)*** Y / (N)

a. If you answered "YES" to the previous question, from what sources will such revenue be derived? _____

8. Do you intend to obtain an additional license for any of the following *(please circle)*:

Y / (N) Public Dancing*

Y / (N) Tobacco*

(Y) / N Amusement* (If yes, which type: Video Gaming (already have))

Y / (N) Miscellaneous* (If yes, which type: _____)

*All above license require additional application per license type.

AMUSEMENT

Type	Description
Auto Amusement Devices	Any machine or device which upon the insertion of a coin or slug operates or may be operated as a game or contest of skill or amusement of any description.
Musical Devices	A mechanical Victrola, a mechanical piano, or any other mechanical musical instrument, the operation of which may be governed or controlled by the deposit of a coin or token therein, so that the person inserting the coin or token can cause the device to reproduce a selected musical piece.
Theatre	Any place within the corporate limits of the City wherein any show, moving picture, theatrical exhibition, amusement, or entertainment is shown, exhibited, or staged and for which an admission charge is made.

MISCELLANEOUS

Type	Description
Sidewalk Cafe	The use of public sidewalk by a food service establishment for the serving of food and beverages on the sidewalk immediately adjacent to the food service establishment, which use will be characterized by the sidewalk use of tables, and chairs and umbrellas.

CITY OF Bloomington ILLINOIS

IMPACT OF ESTABLISHMENT:

1. State the location of your establishment:
   Address: 1206 Towanda Ave City/State: Bloomington IL Zip Code: 61701

2. What hours will the establishment be open?

   Monday: 10Am - 1Am Tuesday: 10Am - 1Am Wednesday: 10Am - 1Am

   Thursday: 6Am - 1Am Friday: 6Am - 2Am Saturday: 6Am - 2Am Sunday: 11Am - 1Am

3. What type or types of building(s) adjoin the establishment? Hair Salon(2), Yarn Shop

   a. If any adjoining buildings are office or commercial, approximately what hours are they open for business? Hair Salons 9Am - 6pm, Yarn Shop 10Am - 6pm

   b. If adjoining buildings are predominately residential, are they single or multi- family and what other business establishments are in the area? _____

4. Describe streets immediately adjoining the establishment (e.g. approximate width, one or two-way, parking restrictions, etc.): Private parking lot on Corner of Towanda & Epike

5. How much additional traffic do you expect the establishment with a liquor license to generate? Ø

6. Describe on and off street parking facilities to handle traffic anticipated: Ø

7. How many establishments with liquor licenses are located within the immediate area of your establishment? 1 Times Past INN

8. What do you estimate to be the demand for your establishment in the area in which it is or will be located? Lunch, Dinner, Weekend Entertainment

   a. Upon what facts do you base your answer to the previous question? We have been Open for Nearly 20 years.

RESPONSIBILITY:

1. If establishment *is presently in operation*, **attach a financial statement** of the establishment's last fiscal year.
2. If establishment *is not presently in operation*, **attach a statement** showing your **assets and liabilities** (or if a corporation, the assets and liabilities of the corporation).
3. Do you now or have you ever had a Bloomington liquor license? Yes [X] No [ ]

   a. If you answer to the previous question is "YES", how many times have you been found guilty by the Bloomington Liquor Commission of violating Bloomington's liquor ordinance? 0 in 20 years

---

DATED this 10 day of July, 2018.

SIGNED:

Chris Hubbard
[redacted]
Signature

Printed Name

Signature

Manager/Owner
Title

Title

[redacted]
Address

Address

[redacted]
City/State/Zip Code

City/State/Zip Code

2018 License Application

For the sale of alcoholic beverages

This application is being submitted as:

☐ A New Application ☒ Renewal (Change to Original Application)

To the Local Liquor Control Commissioner of the City of Bloomington, Mclean County, Illinois:

1. Application is herein made a CLASS TAPS LICENSE to sell Malt Vinous Beverages, pursuant to Chapter 6 of the Bloomington City Code 1960.

2. The undersigned applicant is (Check One):

____ an individual ____ a partnership X a corporation

A. If an **Individual:**

Name: _____ Age: _____

Address: _____ City/State/Zip Code: _____

Have you been a legal resident of City of Bloomington for more than One (1) year?

Yes _____ No _____

B. If a **Partnership:**

Following are the names of all partners who are entitled to share in any profit of the business:

Name: _____ Age: _____

Address: _____ City/State/Zip Code: _____

Have you been a legal resident of City of Bloomington for more than One (1) year?

Yes ☐ No ☐

Name: _____ Age: _____

Address: _____ City/State/Zip Code: _____

Have you been a legal resident of City of Bloomington for more than One (1) year?

Yes ☐ No ☐

C. If a **Corporation:**

Date of Incorporation: 6/1999

State whether same is organized for **profit** X or **nonprofit** _____, under laws of the State of Illinois.

(Attach objects of Incorporation according to the Charter of Corporation.)

The following are the names and addresses of all officers and directors of the said corporation and if the majority of stock is owned by one person, name and address:

Name: Tom Hubbard Title: Owner/President

Address: [redacted]

Name: _____ Title: _____

Address: _____ City/State/Zip Code: _____

Name: _____ Title: _____

Address: _____ City/State/Zip Code: _____

Name: _____ Title: _____

Address: _____ City/State/Zip Code: _____

3. Location and description of the premises or place of business to be operated under this license: 1206 Towanda Ave. Inside Towanda Plaza

   a. Trade Name: Cheeks Bar & Grill

Please answer the following questions by circling Y (yes) or N (no).

Y / (N) Is this a location within 100 feet of any church, school, hospital, home of aged, or indigent persons, or for War Veterans, their wives, or children?

Y / (N) Does the place of business have access to any other portion of the same building or structure which is used for dwelling or lodging purposes, and which is permitted to be used or kept accessible for use by the public?

CITY OF Bloomington ILLINOIS

(Y)/ N Is it proposed to sell food in this place of business?

Y /(N) Is applicant or any partner, officer, director, or majority stockholder engaged in the business of manufacturing or bottling malt vinous beverages or is the agent or any such person or corporation, or is a jobber of malt or vinous beverages?

Y /(N) Has applicant, or any partner, officer, director, or majority stockholder ever been convicted of a felony, or of the violation of any law relating to the prohibition of the sale of intoxicating liquors, or any other crime or misdemeanor, (other than minor traffic violations)? **If yes, fully explain:** _____

_____

_____

Y /(N) Has any other license issued to individual applicant, or to any partner, officer, director, or majority stockholder, issued for sale of alcoholic beverages, ever been revoked? **If yes, give further details:** _____

_____

_____

Y /(N) Has a similar application ever been refused for cause that has been made by any of the foregoing persons?

Y /(N) Is the applicant herein, the owner of the premises for which this license is sought?
If no, the information of the building owner:
Name: Redbird Property Management Term of Lease: Aug 1st 2014 to July 31st, 2019
Address [redacted]

Y /(N) Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code 1960 in connection with the proposed sale of alcoholic beverages?

Please take this time to provide any additional information you would like to include with your application: This Application is simply to add my name onto the current license. Nothing else has changed with the current license.

CITY OF Bloomington ILLINOIS

Applicants and each of them jointly and severally, including all partners, officers, directors, or majority stockholders, hereinafter named and whose signatures are affixed to this application, agree and acknowledge that they and each of them fully understand that any license issued hereunder may be revoked in accordance with the Ordinance of this City.

DATED this 10 day of July, 2018

A. Individual

Printed Name _____ Signature _____

B. Partnership

Business Name _____

Printed Name of Partner _____ Signature of Partner _____

Printed Name of Partner _____ Signature of Partner _____

Printed Name of Partner _____ Signature of Partner _____

C. Corporation

LKH, INC
Corporate Name

T.M. HUBBARD
President of Company (Print Name)

[redacted]
President of Company (Signature)

ATTEST:

_____
Secretary

And the following officers, directors or majority stockholders:

_____ _____

_____ _____

CITY OF Bloomington ILLINOIS

NOTARY ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

Being first duly sworn on their respective oaths say that they comprise of all the owners, partners, officers, directors, or majority stockholders of the above name applicant in accordance with definitions of the Bloomington City Code; that they and each of them have read and signed the foregoing application for license, know the contents thereof, and that all the statements made therein are true.

This application was acknowledged before me on this 12th day of September, 2018 2018, who deposes and says that he/she has read the foregoing application subscribed by him/her, and that the matters stated herein are true to the best of his/her knowledge and belief.

Amber Upchurch
Notary Public

OFFICIAL SEAL
Amber Upchurch
Notary Public, State of Illinois
My Commission Expires 07/07/2019

My Commission Expires: 07/07/2019

2018 License Application

For the sale of alcoholic beverages
- Sunday Sales -

This application is being submitted as:
_____ A New Application __X__ Renewal (Change to Original Application)

To the Local Liquor Control Commissioner of the City of Bloomington, Mclean County, Illinois:

Chris Hubbard
NAME OF APPLICANT

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

1. A CLASS TAS LIQUOR LICENSE is currently held by or is being applied for by the Applicant and it authorizes or will authorize the liquor sales on Monday-Saturday.

2. The Applicant herein requests a CLASS S LICENSE to authorize the operation of the Applicant's liquor establishment on Sundays in the same manner as is or will be authorized by and during the valid period of the license referred to in Paragraph 1 hereof.

3. The Applicant and each and every partner, officer, director, majority stockholder or agent thereof, agree and acknowledge the following:

   (a) Any license issued hereunder may be revoked in accordance with the Ordinances of the City of Bloomington;

   (b) All persons who are employed by or who have an ownership interest in the Applicant will testify under oath to all competent, relevant, and material questions propounded to any of them in any hearing conducted by the local Liquor Commissioner;

   (c) Failure of any person to testify according to the provisions of subsection (b) above shall be sufficient reason for suspension or revocation of any license which may be issued pursuant to this Application; and

   (d) The Applicant will furnish, upon request from the Liquor Commissioner, any books and/or records of its business operations which are relevant to the question of whether such Applicant qualifies or has qualified at any time for the basic license or for the license which may be issued pursuant to this Application.

CITY OF Bloomington ILLINOIS

DATED this 10 day of July, 2018

A. Individual

_____ Printed Name

_____ Signature

B. Partnership

_____

Business Name

_____ Printed Name of Partner

_____ Signature of Partner

_____ Printed Name of Partner

_____ Signature of Partner

_____ Printed Name of Partner

_____ Signature of Partner

C. Corporation

LKH, INC

Corporate Name

T. M. HUBBARD

President of Company (Print Name)

[redacted]

President of Company (Signature)

ATTEST:

_____

Secretary

And the following officers, directors or majority stockholders:

_____ _____

_____ _____

_____ _____

CITY OF Bloomington ILLINOIS

NOTARY ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

Being first duly sworn on their respective oaths say that they comprise of all the owners, partners, officers, directors, or majority stockholders of the above name applicant in accordance with definitions of the Bloomington City Code; that they and each of them have read and signed the foregoing application for license, know the contents thereof, and that all the statements made therein are true.

This application was acknowledged before me on this 12th day of September, 2018, who deposes and says that he/she has read the foregoing application subscribed by him/her, and that the matters stated herein are true to the best of his/her knowledge and belief.

Amber Upchurch
Notary Public

My Commission Expires: 07/07/2019

OFFICIAL SEAL
Amber Upchurch
Notary Public, State of Illinois
My Commission Expires 07/07/2019

Bloomington / Normal Food & Beverage Tax Registration Form

Illinois Business Tax (IBT) #:	[redacted]
Date Business started at this location (Month\Day\Year):	Oct 11th 1999
Describe your type of Business:	Cheers Bar & Grill

DBA Business Name:	Cheers Bar & Grill
Address:	120 E Towanda Ave
Contact:	Chris Hubbard
Phone:	[redacted] Fax:
Email:	[redacted]

Owner/Corporate Name: (if different from above)	LKH, INC.
Address:	SAME
Contact:	Tom Hubbard
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
- ☑ Corporation
- ☐ Other _____
- ☐ Partnership
- ☐ LLC

Mail, Drop Off, Fax, or Email to:

Address: City Hall
Finance Department
Room 207
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] 9/12/18

Signature of Officer Empowered to Sign *Date*

Chris Hubbard owner/manager

Print Name and Title

© City of Bloomington, Illinois

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/6/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER	CONTACT NAME: Michael McNeely/MSM114
The Van Gundy Agency Inc. 101 S Towanda Avenue Normal IL 61761	PHONE (A/C, No, Ext): (309)452-1156 FAX (A/C, No): (309)452-7500 E-MAIL ADDRESS: mmcneely@vangundy.com
INSURED	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
LKH Inc dba Cheek's Bar & Grill 1206 Towanda Ave Bloomington IL 61701	INSURER A: Illinois Casualty Company 0046 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 17-18 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			[redacted]	10/5/2017	10/5/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 2,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000				10/5/2017	10/5/2018	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below				10/5/2017	10/5/2018	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
A	LIQUOR LIABILITY				10/5/2017	10/5/2018	EACH OCCURRENCE	1,000,000

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

CERTIFICATE HOLDER

(217)524-1911

State of Illinois Liquor Control Commission
(Springfield)
101 W. Jefferson St., MC 3-525
Springfield, IL 62702

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

M McNeely/MSM114/CJC

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THE
CINCINNATI
INSURANCE COMPANY

CONTINUATION CERTIFICATE

Bond Number: [redacted]
Bond Amount: $2,000.00
Bond Origination Date: October 5, 2012

Principal:

LKH INC DBA CHEEK'S BAR & GRILL
1206 TOWANDA AVE
BLOOMINGTON, IL 61701-3500

Obligee:
City of Bloomington

109 E OLIVE ST
BLOOMINGTON, IL 61701-5217

It is expressly understood and agreed that the subject bond and all renewal or continuation certificates attached thereto (including this one) are not cumulative, and that the total liability of THE CINCINNATI INSURANCE COMPANY under the attached bond and all such renewal or continuation certificates shall not exceed the penalty named in the subject bond.

This bond is extended to 10/05/2019

Signed and sealed this 14th day of July 2016

The Cincinnati Insurance Company CORPORATE SEAL OHIO

THE CINCINNATI INSURANCE COMPANY

ATTORNEY-IN-FACT Michael S McNeely

The Cincinnati Insurance Company CORPORATE SEAL OHIO

Agency: The Van Gundy Agency 12008
101 S Towanda Ave
Normal, IL 61761

BN-1003(3/97)

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY [redacted]

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

Michael S McNeely

of Normal, IL its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States,

Twenty Million and No/100 Dollars ($20,000,000.00).

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

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

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

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

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

The Cincinnati Insurance Company CORPORATE SEAL OHIO

THE CINCINNATI INSURANCE COMPANY

Thomas H. Kelly

Vice President

STATE OF OHIO)
) ss:
COUNTY OF BUTLER)

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

NOTARIAL SEAL STATE OF OHIO

Mark J. Huller

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

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

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 14th day of July 2016

The Cincinnati Insurance Company CORPORATE SEAL OHIO

Gregory J. Schliemann

Secretary

BN-1005 (3/02)

LEASE EXTENSION AGREEMENT

THIS EXTENSION AGREEMENT made and entered into between **Towanda Plaza Land Trust** hereinafter referred to in this Extension Agreement as the Lessor, and **Thomas Hubbard** as the Lessee.

The Lessee, as of the date of this Agreement, is a holdover tenant under a written Leasing Agreement with **Towanda Plaza Trust** for the property located at **1206 Towanda Ave. #6 Bloomington IL 61701** dated the **20th** day of **May, 1999** which Leasing Agreement provides for an option to renew.

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS

1. That the Leasing Agreement heretofore in existence is extended an additional term of **5 years,** from the **1st** day of **August, 2014** to the **31st** day of **July, 2019**.

2. That in all other respects and provisions the original Leasing Agreement hereinafter referred to shall remain in force and effect, except as modified as follows:

(a) The rental for the renewal period shall be the annual sum of **$41,340.00** which is due in equal payments of **$3,445.00** per month, payable on the **1st** day of each and every month during the term of this Extension Agreement. & CPH (2) TMH T.O

(b) The lessee has the option to extend for 2 (5 year) terms and an early extension shall be under the same terms and conditions except rent charge shall be negotiated at time of renewal.

3. This Extension Agreement includes the property at 1214 Towanda room #3.

ENTERED INTO THIS 1 DAY OF July, 2014.

LESSOR
TOWANDA PLAZA LAND TRUST

BY [redacted]
THOMAS J. O'ROURKE
AGENT FOR TOWANDA PLAZA TRUST
200 N. LINDEN
NORMAL IL 61761

LESSEE
THOMAS HUBBARD

BY [redacted]
THOMAS HUBBARD
1206 TOWANDA AVE. SUITE 6
BLOOMINGTON IL 61701

LEASE EXTENSION AGREEMENT

THIS EXTENSION AGREEMENT made and entered into between **Towanda Plaza Trust** hereinafter referred to in this Extension Agreement as the Lessor, and **Thomas Hubbard – (Cheeks Bar & Grill)** the Lessee.

The Lessee, as of the date of this Agreement, is a holdover tenant under a written Leasing Agreement with **Towanda Plaza Trust**, for the property located at **1206 Towanda Unit 5 & 6** dated the **20th** day of **May, 1999** which Leasing Agreement provides for an option to renew.

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS

1. That the Leasing Agreement heretofore in existence is extended an additional term of **5** year(s), from the **1st** day of **August, 2009** to the **31st** day **July, 2014.**

2. That in all other respects and provisions the original Leasing Agreement hereinafter referred to shall remain in force and effect, except as modified as follows:

(a) The rental for the renewal period shall be the annual sum of **$37,308.00,** which is due in equal payments of **$3,109.00** per month, payable on the **1st** day of each and every month during the term of this Extension Agreement.

(b) The Lessee has the option to extend for **4, 5 year** term and an early extension shall be under the same terms and conditions except rent charge shall increase by C.O.L.A. for the option period.

ENTERED INTO THIS 29th DAY OF July, 2009

LESSOR
REDBIRD PROPERTY MGT., INC.

BY [redacted]

LESSEE

BY [redacted]

CITY OF Bloomington ILLINOIS

MEMO

To: Maria Baslay, Public Works

From: Amanda Mohan, Records and Licensing Specialist

Date: September 12, 2018

Item: Cheek's Bar and Grill Floor Plans

The above-mentioned business has currently has large plans that were submitted some time ago with the original application. The plans are oddly large our office does not have the capability to scan them. Enclosed are two pages of plans. If possible, could you convert these plans into 11 x 17 inch format? Thank you.

If you have any questions and/or require any additional information, please contact Amanda Mohan at ext. 2287. Thank you.

File Number [redacted]

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

LKH, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MAY 25, 1999, ADOPTED THE ASSUMED NAME CHEEKS BAR & GRILL ON AUGUST 05, 2014, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 21ST *day of* MARCH *A.D.* 2018 .

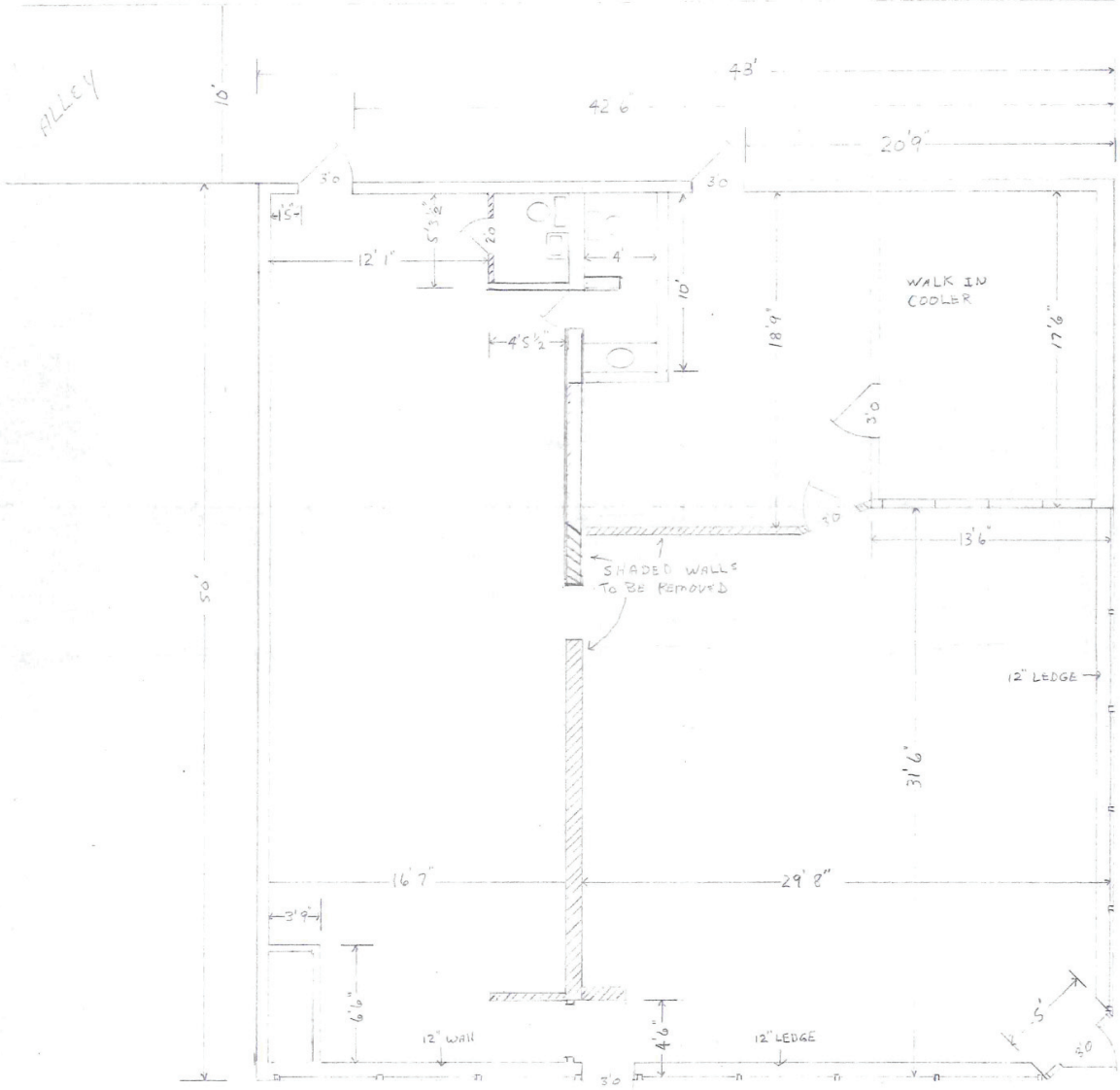
Authentication #: [redacted] verifiable until 03/21/2019

Authenticate at: http://www.cyberdriveillinois.com

Jesse White

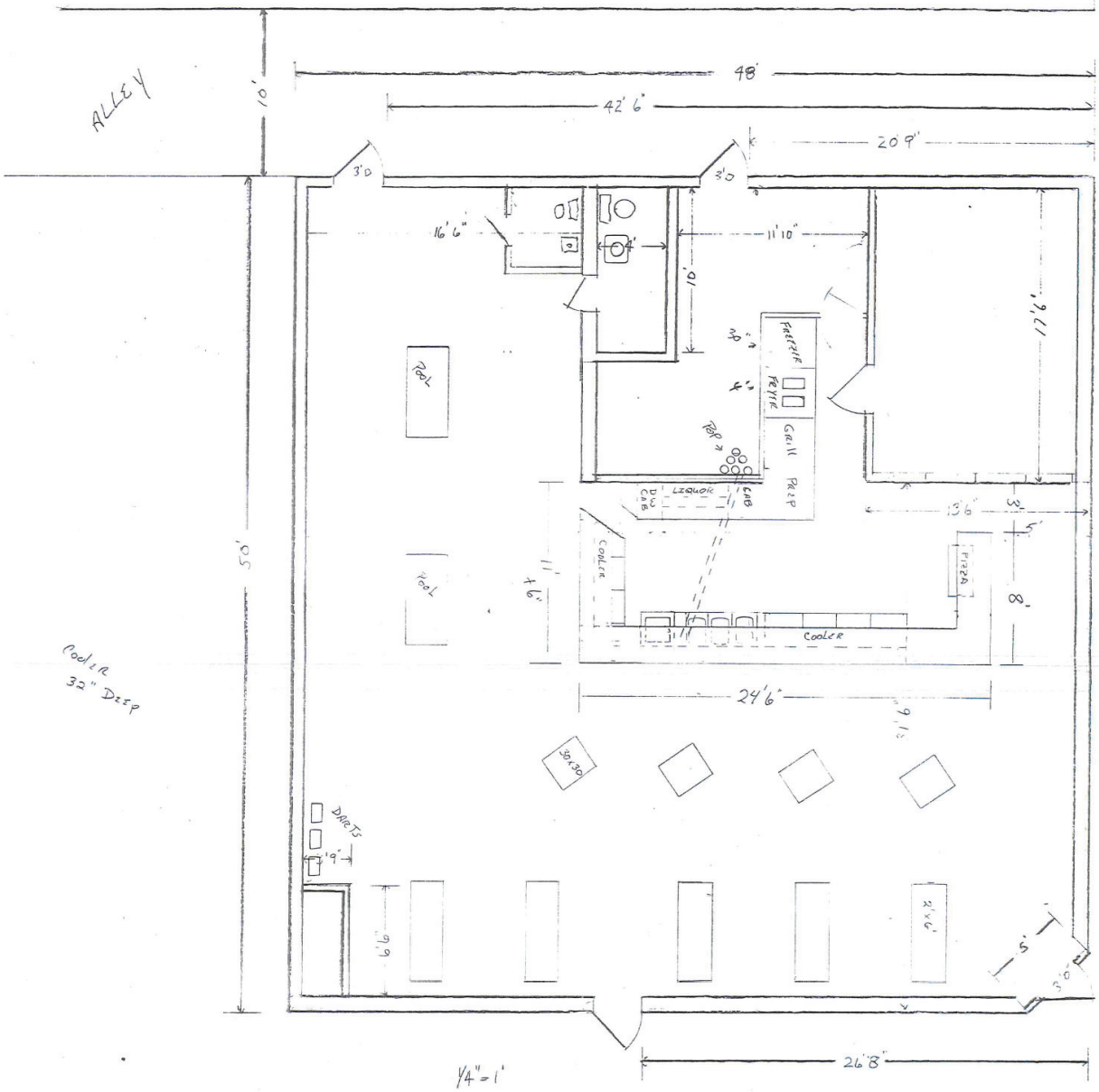
SECRETARY OF STATE

Existing



1/4" = 1'

Proposed



1/4" = 1'

CITY OF BLOOMINGTON
PUBLIC HEARING NOTICE

On Tuesday, October 9, 2018 at 4:00 p.m., in the Council Chambers located at 109 E. Olive St, the Bloomington Liquor Commission will hold a Public Hearing on the Change of Ownership Application of LKH, Inc., d/b/a Cheek's Bar & Grill located at 1206 Towanda Ave; Bloomington, requesting a Tavern and Package Sales of All Types with Sunday Sales (TAPS) liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week.

All persons interested in said application may attend and be heard on the application.

In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk, preferable no later than five days before the hearing.

The City Clerk may be contacted either by letter at 109 E. Olive St, Bloomington, IL 61701, email at cityclerk@cityblm.org, or by telephone at (309) 434-2240. The City Hall is equipped with a text telephone (TTY) that may also be reached by dialing (309) 829-5115.

_____
Cherry L. Lawson, C.M.C., City Clerk

Publication Date: September 29, 2018, Pantagraph Newspaper

Planning And Code Enforcement

Code Enforcement Division
P.O. Box 3157
115 E. Washington St. Bloomington, Il 61702-3157
Fire Inspection 309-434-2226

Routine Inspection 9/5/18 (Date) 1st Re-inspection _____ (Date) 2nd Re-inspection _____ (Date) Special Inspection _____ (Date)

Address 1266 Towanda Plaza **Unit** 6 **Time in:** _____ **Time out:** _____
Name of Business Cheeks Bar & Grill
Business Phone: 309-829-3655 **Emergency Phone:** Chris Hubbard [redacted]

Means of Egress - (IFC Ch 10)

X 10 - **Exit**(s) shall have clear access North exit (tables, bar)
___ 11 - **Exit**(s) shall not be locked/barred while the building is occupied
___ 12 - **Exit** door(s) hard to open/broken
X 13 - **Door Hardware** shall be repaired/replaced. **Location:** Panic Hardware north exit
X 14 - **Exit Light**(s) shall be illuminated at all times. Main door
X 15 - **Emergency lighting** shall be installed/repaired/replaced Gaming Area, outside Restrooms, ceiling, Kitchen

Precautions Against Fire - (IFC & IPMC)

___ 20 - **Storage** shall be kept at proper clearance from ceiling
___ 21 - **Ceiling Tile**(s) shall be replaced
___ 22 - **Receptacle/switch/circuit breaker** shall be installed/repaired. **Location**
___ 23 - **Holes** in walls/ceiling/floor shall be repaired.
___ 24 - **Automatic Door Closure(s)** shall be provided/repaired/replaced **Location**
___ 25 - **Fire/Smoke doors**(s) shall not be blocked open
___ 26 - **Electrical Wiring or plug** shall be repaired/replaced. **Location**
___ 27 - **Electrical panel** shall have 30" clearance from combustibles
X 28 - **Extension cords**/temporary wiring shall be removed **Location** Various locations (see attachment)

Fire Protection Systems - (IFC Ch 9)

X 30 - **Fire Extinguisher**(s) are past due for annual inspection Annual Inspection
___ 31 - **Fire Extinguisher**(s) shall be proper type/hung properly on brackets/be fully charged
___ 32 - **Sprinkler/standpipe** system shall be maintained/inspected/tested
___ 33 - **Hood extinguishing** systems shall be operable and inspected/ tested at 6 month intervals
___ 34 - **Fire Alarm** system shall be maintained/inspected/tested

Unsafe Conditions - (IFC 110.1.1)

___ 40 - **Combustible materials** shall be kept away from ignition sources
___ 41 - **Excessive** accumulation of combustible materials
___ 42 - **Address** - Building/Unit shall be properly identified
X 43 - **Gas cylinders** shall be secured to prevent them from being knocked over Carbon Dioxide
___ 44 - **Flammable/combustible liquids** shall be kept in approved safety containers and/or metal cabinet.
X 45 - **Other violations as noted:** 1) ~~AK~~ Panic bar only on north exit

NOTES

The referenced violations are a list of items noted which shall be corrected in order to bring the safety conditions up to the minimum standards prescribed by the appropriate codes adopted by the City of Bloomington. If you have questions please contact us at the above number.

A FOLLOW UP INSPECTION WILL BE MADE ON APPROXIMATELY 11/5/18

[redacted] _____ [redacted] _____

Owner/Agent **Inspector**

INSPECTOR'S COPY

CONSENT AGENDA ITEM NO. 7G

FOR COUNCIL: January 14, 2019

SPONSORING DEPARTMENT: City Clerk

SUBJECT: Consideration of a Change of Ownership Application from Penalty Box Restaurants, LLC d/b/a Baxter's American Grille, located at 3212 E. Empire Street, currently holding a Restaurant All Types with Package and Sunday Sales (RAPS) liquor license, as requested by the City Clerk Department.

RECOMMENDATION/MOTION: The Change of Ownership Application for Penalty Box Restaurants, LLC d/b/a Baxter's American Grille be approved.

STRATEGIC PLAN LINK: Goal 5. Great place - livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 5.d. Appropriate leisure and recreational opportunities responding to the needs of residents.

BACKGROUND: The Bloomington Liquor Commission met on December 11, 2018 to formally approve the Change of Ownership application for Penalty Box Restaurants, LLC d/b/a Baxter's American Grille, located at 3212 E. Empire Street, which currently holds a Restaurant All Types with Package and Sunday Sales (RAPS) liquor license.

On December 11, 2018 Commissioners Tari Renner, Lindsey Powell, and Jim Jordan were present, as well as George Boyle, Asst. Corporation Counsel, Asst. Police Chief Greg Scott, and Ashley Lara, Legislative Assistant.

Rodney Burchett, Manager of the LLC, appeared to request formal approval of a change of ownership that occurred earlier in the year, which effected 56% ownership. He confirmed that the change in ownership did not result in any operational changes.

Commissioner Jordan made the motion for approval, which was seconded by Commissioner Powell.

Ayes: Commissioners Powell, Jordan, and Renner.

Nays: None

Motion Carried.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, on December 1, 2018, public notice was published in the Pantagraph and approximately 2 courtesy copies of the Public Notice were mailed to neighboring properties. The Agenda for the December 11, 2018 meeting of the Liquor Commission was placed on the City's website.

FINANCIAL IMPACT: This is a Change in Ownership. The current annual license fee for a RAPS liquor license is $2,950, which will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2019 Budget Book titled "Budget Overview & General Fund" on page 119.

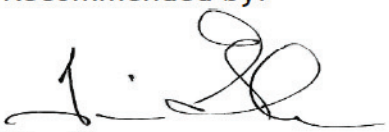
COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By:	Ashley Lara, Legislative Assistant
Review By:	Leslie Yocum, Interim City Clerk
Financial & Budgetary Review By:	Chris Tomerlin, Budget Manager
Legal Review By:	George Boyle, Assistant Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- Creation of New License Findings
- CLK 2B APPLICATION Baxter's American Grill Change in Ownership RAPS
- CLK 2C NOTIFICATION OF CHANGE Baxter's American Grill Change in Ownership RAPS
- CLK 2D RES OF OFFICERS Baxter's American Grill Change in Ownership RAPS
- CLK 2E PHN Baxter's American Grill Change in Ownership RAPS

Chapter 6: Section 4B: Creation of New License – Findings

(a) Standard for Creation. The City Council shall not create a new liquor license unless it has previously found that the creation of such license is necessary for the public convenience of residents of Bloomington and is in the best interest of the City of Bloomington. (Ordinance No. 1981-18)

(b) Factual Criteria. In deciding whether creation of a new license is necessary, the City Council shall consider:

(1) The class of liquor license applied for;
(2) Whether most of the establishment's anticipated gross revenue will be from sale of alcohol or other resources;
(3) The character and nature of the proposed establishment;
(4) The general design, layout and contents of the proposed establishment;
(5) The location of the proposed establishment and the probable impact of a liquor establishment at that location upon the surrounding neighborhood or the City as a whole giving particular consideration to; (Ordinance No. 2004-2)

(a) the type of license(s) requested in the application;

(b) the nature of the proposed establishment; (Ordinance No. 2004-2)

(c) the location of the building of the proposed establishment in relation to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station with particular emphasis on its entrances/exits, windows and parking facilities; (Ordinance No. 2004-2)

(d) the hours of operation of the proposed establishment; (Ordinance No. 2004-2)

(e) the effect of live entertainment and/or amplified music in the proposed establishment upon persons in the surrounding area, particularly with respect to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station; (Ordinance No. 2004-2)

(f) signs and lights which are visible from the exterior of the proposed establishment;

(g) whether a Sunday license is being requested for the proposed establishment;

(h) the extent to which other businesses are licensed to sell alcoholic beverages at retail in the area under consideration;

(i) whether and what types of alcohol the applicant proposes to sell in single serving sizes for consumption off of the premises. (Ordinance No. 2004-2)

(6) The probable demand for the proposed liquor establishment in the City;
(7) The financial responsibility of the applicant;
(8) Whether the applicant, or (if the applicant is a partnership or corporation) whether any partner, officer or director of the applicant has ever held a liquor license and his or her performance as a licensee; (Ordinance No. 1977-69)
(9) Whether the applicant intends to furnish live entertainment in the establishment, and if so, the nature of such entertainment;
(10) Whether the applicant intends to obtain a dancing permit pursuant to Chapter 7 of Bloomington City Code;
(11) Whether the proposed establishment poses any problem to the Bloomington Police Department or Liquor Commissioner in the enforcement of City Ordinance or State and Federal Law;
(12) Whether a current City of Bloomington liquor license has been issued for the premises sought to be licensed in the application;
(13) Whether the premises complies with all pertinent health and safety codes applicable within the City of Bloomington;
(14) No license shall be created for, or maintained by, an establishment whose primary or major focus is video gaming. In determining whether an establishment's primary or major focus is video gaming, the following factors may be considered.

(a) The layout and design of the establishment, including such factors as:

1. The number of video gaming machines relative to the customer seating capacity of the establishment; and
2. The square footage of space devoted to video gaming relative to the amount of space devoted to other activities;

(b) Whether the probable revenue derived from the establishment will be primarily from video gaming;
(c) The number of employees at the establishment and their proposed function;
(d) Other relevant factors. (Ordinance No. 2013-13)

(15) The recommendation of the Liquor Commission. (Ordinance No. 2013-13)

(c) All licenses created hereby are subject to issuance by the Mayor in his discretion as provided in 235 ILCS 5/4-4 and Section 37 of this Chapter. (Ordinance No. 2013-13)

OFFICE USE ONLY

Submittal Date: 11/07/18

Renewal Type (A, SA, Q): A

Business ID: _____ **Class:** RAPS

Staff Initials: aiana

CITY OF Bloomington ILLINOIS

Emergency Call-In Listing

PLEASE FILL IN YOUR BUSINESS INFORMATION CLEARY AND COMPLETELY.

Individual/Partnership/Corporation/LLC:	Penalty Box Rest. LLC
Doing Business As (D/B/A):	Baxters American Grille
Business Address:	3212 E Empire St.
City/State:	Bloomington IL
Zip Code:	61704
Business Phone Number:	309-662-1114
Business Email Address:	rod@baxtersgrille.com

Please list those responsible for **License Renewals** and **Building Security** for the above establishment. Also, list the **Building Owner** information. *At least one person must live within McLean County.*

License Renewals

Name: Chris Burchett **Phone Number:** [redacted]

Address: 1168 North Pointe Dr **City/State:** Normal, IL **Zip Code:** 61761

Name: Chelsey Heffernan **Phone Number:** [redacted]

Address: [redacted]

Building Security

Name: JB-BL **Phone Number:** [redacted]

Address: [redacted]

Building Owner Name: JB-BL **Phone Number:** [redacted]

Address [redacted]

Liquor License Application Questionnaire

TO THE APPLICANT:

On August 28, 1972, the Bloomington City Council enacted Ordinance No. 1972-57, revising standards for issuance of liquor licenses. The Ordinance, in addition to providing for an increase in the number of licenses, reflected a change in public attitude toward liquor licenses. Rather than lucrative privileges to be bought or sold, they are viewed as potential tools for community development, which can be an asset to the community. Consequently, licenses will be approved, not as a matter of right, but only where a need can be shown to exist and where the issuance of a license for a particular kind of establishment is supportive of and consistent with sound community planning. The following questions and the answers thereto can be of significant value in allowing the Liquor Commission to make an intelligent assessment of your application. Your cooperation in completing it as fully and in as much detail as possible is appreciated.

The questions in the Questionnaire apply equally to yourself and any partner, or any officer or director of a corporation. If more space is needed to answer any question completely, use additional paper.

LEGAL REQUIREMENTS: *(Please Circle)*

Y / N	Have you attained the age of 21 years?	Y / N	Have you ever had a Bloomington liquor license revoked for any cause?
Y / N	Have you been a resident of the City of Bloomington for one year?	Y / N	Are you eligible for a state retail liquor dealer's license?
Y / N	Are you a citizen of the United States?	Y / N	Is the manager of the establishment ineligible to hold a liquor license for any reason other than citizenship or residence?
Y / N	Are you a person of good character and reputation?	Y / N	Have you ever been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor?
Y / N	Do you own or have a valid lease to the premises for which the license is sought?	Y / N	Have you ever been convicted of a felony under the laws of the United States or any state?
Y / N	Have you ever been convicted of being the keeper, or are you now the keeper of a house of prostitution?	Y / N	Is a holder of over 5% of corporate stock ineligible to hold a liquor license for any reason other than citizenship or residence? *(If applicant is a corporation)*
Y / N	Have you ever been convicted of pandering or any other crime opposed to decency and morality?	Y / N	Is the establishment located within 100' of any church, school, hospital, home for aged or indigent persons or war veterans, their wives or children?

NATURE OF LICENSE:

1. What class liquor license are you seeking? *(Please read descriptions below)* RAPS

TYPE	DESCRIPTION
CA	Clubs – All Types of Liquor
CB	Clubs – Beer and Wine Only
EA	Entertainment/Recreational Sports Venue – All Types of Liquor
EB	Entertainment/Recreational Sports Venue – Beer and Wine Only
GPA	Convenience Store – All Types of Liquor
GPB	Convenience Store – Beer and Wine Only
PA	Package Sales – All Types of Liquor
PB	Package Sales – Beer and Wine Only
RAP	Restaurant & Package Sales – All Types of Liquor
RA	Restaurant – All Types of Liquor
RB	Restaurant – Beer and Wine Only
TAP	Tavern & Package Sales – All Types of Liquor
TA	Tavern – All Types of Liquor
TB	Tavern – Beer and Wine Only
W	Catering – Beer and Wine Only (SALE OF ALCOHOL NOT PERMITTED)
S	Sunday Sales

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

3. State the significance of a liquor license to your establishment, present or future: A part of our business and guest experince

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

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

6. Do you intend to furnish live entertainment in the establishment to be licensed? ***(Please Circle)*** (Y) N

a. If you answered "YES" to the previous question, state the nature of such entertainment: Thursday & Saturday Nights small groups in the Bar area

7. Will most of the establishment's gross revenue come from sources other than sale of alcohol? ***(Please Circle)*** Y (N)

a. If you answered "YES" to the previous question, from what sources will such revenue be derived? _____

8. Do you intend to obtain an additional license for any of the following *(please circle)*:

Y / (N) Public Dancing*

Y / (N) Tobacco*

Y / (N) Amusement* (If yes, which type: _____)

Y / (N) Miscellaneous* (If yes, which type: _____)

*ALL ADDITIONAL LICENSES REQUIRE ADDITIONAL APPLICATION PER LICENSE TYPE.

AMUSEMENT

Type	Description
Auto Amusement Devices	Any machine or device which upon the insertion of a coin or slug operates or may be operated as a game or contest of skill or amusement of any description.
Musical Devices	A mechanical Victrola, a mechanical piano, or any other mechanical musical instrument, the operation of which may be governed or controlled by the deposit of a coin or token therein, so that the person inserting the coin or token can cause the device to reproduce a selected musical piece.
Theatre	Any place within the corporate limits of the City wherein any show, moving picture, theatrical exhibition, amusement, or entertainment is shown, exhibited, or staged and for which an admission charge is made.

MISCELLANEOUS

Type	Description
Sidewalk Cafe	The use of public sidewalk by a food service establishment for the serving of food and beverages on the sidewalk immediately adjacent to the food service establishment, which use will be characterized by the sidewalk use of tables, and chairs and umbrellas.
Video Gaming	Currently Not Available; See City Code Chapter 7 Article XIII

IMPACT OF ESTABLISHMENT:

1. State the location of your establishment:
   Address: 3212 E. Empire St City/State: Bloomington IL Zip Code: 61704

2. What hours will the establishment be open?

   Monday: 11:00AM-11:00pm Tuesday: 11Am-11pm Wednesday: 11am-11pm

   Thursday: 11:00 AM-11:00pm Friday: 11:00AM-12:00AM Saturday: 11:00-12:00AM Sunday: 11:00-10:00pm

3. What type or types of building(s) adjoin the establishment? Hotel

   a. If any adjoining buildings are office or commercial, approximately what hours are they open for business? 24 Hours

   b. If adjoining buildings are predominately residential, are they single or multi- family and what other business establishments are in the area? _____

4. Describe streets immediately adjoining the establishment (e.g. approximate width, one or two-way, parking restrictions, etc.): Two way Rt. 9

5. How much additional traffic do you expect the establishment with a liquor license to generate? Not Noticeable

6. Describe on and off street parking facilities to handle traffic anticipated: Parking lot

7. How many establishments with liquor licenses are located within the immediate area of your establishment? 1

8. What do you estimate to be the demand for your establishment in the area in which it is or will be located? good

a. Upon what facts do you base your answer to the previous question? history

RESPONSIBILITY:

1. If establishment *is presently in operation*, **attach a financial statement** of the establishment's last fiscal year.

2. If establishment *is not presently in operation*, **attach a statement** showing your **assets and liabilities** (or if a corporation, the assets and liabilities of the corporation).

3. Do you now or have you ever had a Bloomington liquor license? Yes [X] No [ ]

   a. If you answer to the previous question is "YES", how many times have you been found guilty by the Bloomington Liquor Commission of violating Bloomington's liquor ordinance? No

DATED this 6 day of November, 2018.

SIGNED:

Rodney W Burchett
[redacted]
Signature

Manager of LLC
Title

[redacted]
Address

[redacted]
City/State/Zip Code

Christina M Burchett
[redacted]
Signature

Member of LLC
Title

[redacted]
Address

[redacted]
City/State/Zip Code

Application for the Sale of Alcoholic Beverages

This application is being submitted as:

☒ A New Application ☐ Renewal (Change to Original Application)

To the Local Liquor Control Commissioner of the City of Bloomington, Mclean County, Illinois:

1. Application is herein made a CLASS RAPS LICENSE to sell Malt Vinous Beverages, pursuant to Chapter 6 of the Bloomington City Code 1960.

2. The undersigned applicant is (Check One):

☐ an Individual ☐ a Partnership ☒ a Corporation

A. If an **Individual:**

Name: _____ Age: _____

Address: _____ City/State/Zip Code: _____

Have you been a legal resident of City of Bloomington for more than One (1) year?

Yes ☐ No ☐

B. If a **Partnership:**

Following are the names of all partners who are entitled to share in any profit of the business:

Name: _____ **Age:** _____

Address: _____ **City/State/Zip Code:** _____

Have you been a legal resident of City of Bloomington for more than One (1) year?
Yes ☐ No ☐

Name: _____ Age: _____

Address: _____ City/State/Zip Code: _____

Have you been a legal resident of City of Bloomington for more than One (1) year?
Yes ☐ No ☐

C. If a **Corporation:**

Date of Incorporation: May 11, 2010

State whether same is organized for **profit** [X] or **nonprofit** [ ], under laws of the State of Illinois.

(Attach objects of Incorporation according to the Charter of Corporation.)

The following are the names and addresses of all officers and directors of the said corporation and if the majority of stock is owned by one person, name and address:

Name: Rodney W Borchett Title: Manager of LLC

Address: [redacted] City/State/Zip Code: [redacted]

Name: _____ Title: _____

Address: _____ City/State/Zip Code: _____

Name: _____ Title: _____

Address: _____ City/State/Zip Code: _____

Name: _____ Title: _____

Address: _____ City/State/Zip Code: _____

3. Location and description of the premises or place of business to be operated under this license: 3212 E Empire St Bloomington IL 61701

a. Trade Name: Baxters American Grille

Please answer the following questions by circling Y (yes) or N (no).

Y / N Is this a location within 100 feet of any church, school, hospital, home of aged, or indigent persons, or for War Veterans, their wives, or children?

Y / N Does the place of business have access to any other portion of the same building or structure which is used for dwelling or lodging purposes, and which is permitted to be used or kept accessible for use by the public?

Y / N Is it proposed to sell food in this place of business?

Y / N Is applicant or any partner, officer, director, or majority stockholder engaged in the business of manufacturing or bottling malt vinous beverages or is the agent or any such person or corporation, or is a jobber of malt or vinous beverages?

Y / N Has applicant, or any partner, officer, director, or majority stockholder ever been convicted of a felony, or of the violation of any law relating to the prohibition of the sale of intoxicating liquors, or any other crime or misdemeanor, (other than minor traffic violations)? **If yes, fully explain:** _____

_____

_____

Y / N Has any other license issued to individual applicant, or to any partner, officer, director, or majority stockholder, issued for sale of alcoholic beverages, ever been revoked? **If yes, give further details:** _____

_____

_____

Y / N Has a similar application ever been refused for cause that has been made by any of the foregoing persons?

Y / N Is the applicant herein, the owner of the premises for which this license is sought?
If no, the information of the building owner:
Name: JB-BL LLC Term of Lease: 6/10/10 to 2/28/25
Address: [redacted]

Y / N Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code 1960 in connection with the proposed sale of alcoholic beverages?

Please take this time to provide any additional information you would like to include with your application: _____

_____

_____

_____

_____

CITY OF Bloomington ILLINOIS

Applicants and each of them jointly and severally, including all partners, officers, directors, or majority stockholders, hereinafter named and whose signatures are affixed to this application, agree and acknowledge that they and each of them fully understand that any license issued hereunder may be revoked in accordance with the Ordinance of this City.

DATED this 5 day of November, 20 18

A. Individual

Printed Name _____ Signature _____

B. Partnership

Business Name _____

Printed Name of Partner _____ Signature of Partner _____

Printed Name of Partner _____ Signature of Partner _____

Printed Name of Partner _____ Signature of Partner _____

C. Corporation

Penalty Box Restaurants LLC
Corporate Name

Christina M. Burchett
President of Company (Print Name)

[redacted]
President of Company (Signature)

ATTEST:

[redacted]
Secretary

And the following officers, directors or majority stockholders:

_____ _____

_____ _____

UPDATED 06/2018

NOTARY ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

Being first duly sworn on their respective oaths say that they comprise of all the owners, partners, officers, directors, or majority stockholders of the above name applicant in accordance with definitions of the Bloomington City Code; that they and each of them have read and signed the foregoing application for license, know the contents thereof, and that all the statements made therein are true.

This application was acknowledged before me on this 05th day of November, 2018, who deposes and says that he/she has read the foregoing application subscribed by him/her, and that the matters stated herein are true to the best of his/her knowledge and belief.

MSTillman
Notary Public

My Commission Expires: 10-23-2022

"OFFICIAL SEAL"
M. S. TILLMAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/23/2022

Application for the Sunday Sale of Alcoholic Beverages

This application is being submitted as:

☐ A New Application ☒ Renewal (Change to Original Application)

To the Local Liquor Control Commissioner of the City of Bloomington, Mclean County, Illinois:

Parallel Box Restaurants LLC DBA Baxters American Grille

NAME OF APPLICANT

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

1. A CLASS RAP LIQUOR LICENSE is currently held by or is being applied for by the Applicant and it authorizes or will authorize the liquor sales on Monday-Saturday.

2. The Applicant herein requests a CLASS S LICENSE to authorize the operation of the Applicant's liquor establishment on Sundays in the same manner as is or will be authorized by and during the valid period of the license referred to in Paragraph 1 hereof.

3. The Applicant and each and every partner, officer, director, majority stockholder or agent thereof, agree and acknowledge the following:

   (a) Any license issued hereunder may be revoked in accordance with the Ordinances of the City of Bloomington;

   (b) All persons who are employed by or who have an ownership interest in the Applicant will testify under oath to all competent, relevant, and material questions propounded to any of them in any hearing conducted by the local Liquor Commissioner;

   (c) Failure of any person to testify according to the provisions of subsection (b) above shall be sufficient reason for suspension or revocation of any license which may be issued pursuant to this Application; and

   (d) The Applicant will furnish, upon request from the Liquor Commissioner, any books and/or records of its business operations which are relevant to the question of whether such Applicant qualifies or has qualified at any time for the basic license or for the license which may be issued pursuant to this Application.

CITY OF Bloomington ILLINOIS

Applicants and each of them jointly and severally, including all partners, officers, directors, or majority stockholders, hereinafter named and whose signatures are affixed to this application, agree and acknowledge that they and each of them fully understand that any license issued hereunder may be revoked in accordance with the Ordinance of this City.

DATED this 5 day of November, 2018

A. Individual

Printed Name _____ Signature _____

B. Partnership

Business Name _____

Printed Name of Partner _____ Signature of Partner _____

Printed Name of Partner _____ Signature of Partner _____

Printed Name of Partner _____ Signature of Partner _____

C. Corporation

Penalty Box Restaurants LLC

Corporate Name

Christina M Borchett

President of Company (Print Name)

[redacted]

President of Company (Signature)

ATTEST:

[redacted]

And the following officers, directors or majority stockholders:

_____ _____

_____ _____

NOTARY ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

Being first duly sworn on their respective oaths say that they comprise of all the owners, partners, officers, directors, or majority stockholders of the above name applicant in accordance with definitions of the Bloomington City Code; that they and each of them have read and signed the foregoing application for license, know the contents thereof, and that all the statements made therein are true.

This application was acknowledged before me on this 05th day of November, 20 18 who deposes and says that he/she has read the foregoing application subscribed by him/her, and that the matters stated herein are true to the best of his/her knowledge and belief.

M S Tillman
Notary Public

My Commission Expires: 10·23·2022

"OFFICIAL SEAL"
M. S. TILLMAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/23/2022

Old Republic Surety Company
PO Box 1635
Milwaukee, WI 53201-1635

CONTINUATION CERTIFICATE

BOND NUMBER	BOND DESCRIPTION	BOND AMOUNT	EFFECTIVE DATE	EXPIRATION DATE
[redacted]	Liquor Sales	2,000.00	05/21/2018	05/21/2019

PRINCIPAL

Penalty Box Restaurants, LLC Baxter's American Grille
1168 North Pointe Drive

Normal, IL 61761

OBLIGEE

City of Bloomington
109 E Olive St
P O Box 3157
Bloomington, IL 61702

ORIGINAL FOR BOND RENEWAL

THIS BOND CONTINUES IN FORCE TO THE ABOVE EXPIRATION DATE CONDITIONED AND PROVIDED THAT THE LOSSES OR RECOVERIES ON IT AND ANY AND ALL ENDORSEMENTS SHALL NEVER EXCEED THE PENALTY SET FORTH IN THE BOND AND WHETHER THE LOSSES OR RECOVERIES ARE WITHIN THE FIRST AND/OR SUBSEQUENT OR WITHIN ANY EXTENSION OR RENEWAL PERIOD, PRESENT, PAST OR FUTURE. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

SIGNED AND DATED THIS 15th DAY OF February 2018

[redacted]

MID-AMERICA INS. SERVICES INC.
P O BOX 8

NORMAL, IL 61761
309-454-3667

Old Republic Surety Company
SURETY

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1941

By Roberta S. Witherow
ATTORNEY-IN-FACT

ORSC 22054 (8/94)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/15/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Mid-America Insurance Services, Inc.
321 Susan Drive, Suite C
P.O. Box 8
Normal IL 61761-0008

CONTACT NAME: Laura Garrett
PHONE (A/C, No, Ext): (309) 454-3667 **FAX (A/C, No):** (309) 888-4209
E-MAIL ADDRESS: lgarrett@midamericainsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Frankenmuth Insurance	13986
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Penalty Box Restaurants, LLC, DBA: Baxter's American Grille
3212 E Empire Street
Bloomington IL 61704

COVERAGES **CERTIFICATE NUMBER:** [redacted] **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			[redacted]	06/16/2018	06/16/2019	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Employee Benefits	$ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY				06/16/2018	06/16/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Medical payments	$ 5,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000				06/16/2018	06/16/2019	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A			06/16/2018	06/16/2019	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Liquor Liability				06/16/2018	06/16/2019	Aggregate Limit	$1,000,000

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

CERTIFICATE HOLDER
City of Bloomington
109 E. Olive Street
Bloomington IL 61701

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF MEMBERSHIP UNITS

PENALTY BOX RESTAURANTS, LLC

A LIMITED LIABILITY COMPANY ORGANIZED
UNDER THE LAWS OF THE STATE OF ILLINOIS

CERTIFICATE NUMBER TWENTY-TWO MEMBERSHIP UNITS - 79

THIS CERTIFIES THAT Christina M. Burchett is the owner of Seventy-nine (79) Membership Units of Penalty Box Restaurants, LLC, an Illinois limited liability company.

The Membership Units represented by this Certificate may not be transferred or assigned except in compliance with the Operating Agreement of the Company, a copy of which is available at the principal office of the Company.

IN WITNESS WHEREOF, the Company has caused this Certificate to be signed by its duly authorized Manager this 15 day of January, 2018.

[redacted]

Rodney W. Burchett - Manager

Christina M. Burchett
[redacted]

Kathleen M. Cox
[redacted]

Christopher Cox
[redacted]

Patrick R. Cox
[redacted]

Jason S. Davis
[redacted]

Audrey D. Davis
[redacted]

Carl Zeidler
[redacted]

Chelsea Heffernan
[redacted]

Ownership

	Shares 200	Percentage
Christina Burchett	79	54.48%
Kathleen Cox	45	31.03%
Carl Z	2	1.38%
Jason Davis	5	3.45%
Patrick Cox	2	1.38%
Christopher Cox	2	1.38%
Chelsea Herrernan	10	6.90%
Company	55	
	200	

May 25, 2016

Illinois Liquor Control Commission
101 W. Jefferson, Third Floor
Springfield, IL 62702

Dear Sir or Madam:

I am writing to inform you that Penalty Box Restaurants LLC, d/b/a Baxters American Grill; located at 3212 W. Empire St, informed the City of Bloomington that has been a membership change in the LLC.

The City understands that the new ownership of the LLC is as follows:
Rodney Burchett 69%
Kathleen Cox 11%
Chelsea Heffernan 10%
Jason Davis 2.5%
Audrey Davis 2.5%
Christopher Cox 2%
Patrick Cox 2%
Carl Zeidler 1%

The Liquor Commission met on May 24, 2016 and was informed of these changes. The Commission acknowledged the membership changes. Penalty Box Restaurants, LLC's liquor licenses remains in effect.

If you have any questions or require and additional information, please contact the City Clerk's office at 309-434-2240. Thank you.

Sincerely,

Cherry Lawson
City Clerk.

COX & ASSOCIATES, LLC

Attorneys & Counselors at Law
202 North Center Street
Bloomington, Illinois 61701
309-828-7331

A. CLAY COX — claycox@coxandassoc.com
PATRICK R. COX — patcox@coxandassoc.com
A.CHRISTOPHER COX — christophercox@coxandassoc.com

May 17, 2016

To Whom It May Concern:

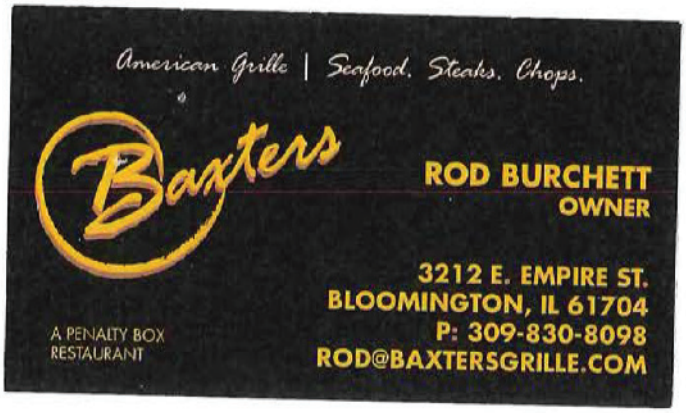
This law firm currently acts as attorneys for Penalty Box Restaurants, LLC. As such, we are familiar with the current ownership of Penalty Box Restaurants, LLC. That current ownership is as follows:

1. Rodney Burchett – 69%
2. Kathleen M. Cox – 11%
3. Chelsea Heffernan – 10%
4. Jason Davis – 2.5%
5. Audrey Davis – 2.5%
6. Christopher Cox – 2%
7. Patrick Cox – 2%
8. Carl Zeidler – 1%

John Butler and Michael Van Dyke have sold their entire ownership interests in the company and are no longer have any ownership.

Yours Truly,

A. Clay Cox



CITY OF BLOOMINGTON
PUBLIC HEARING NOTICE

On Tuesday, December 11, 2018 at 4:00 p.m., in the Council Chambers located at 109 E. Olive St, the Bloomington Liquor Commission will hold a Public Hearing on the Change of Ownership Application of Penalty Box Restaurants, LLC, d/b/a Baxter's located at 3212 E. Empire Street; currently holding a Restaurant All Types with Package and Sunday Sales (RAPS) liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week.

All persons interested in said application may attend and be heard on the application.

In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk, preferable no later than five days before the hearing.

The City Clerk may be contacted either by letter at 109 E. Olive St, Bloomington, IL 61701, email at cityclerk@cityblm.org, or by telephone at (309) 434-2240. The City Hall is equipped with a text telephone (TTY) that may also be reached by dialing (309) 829-5115.

_____
Cherry L. Lawson, C.M.C., City Clerk

Publication Date: December 1, 2018, Pantagraph Newspaper

CONSENT AGENDA ITEM NO. 7H

FOR COUNCIL: January 14, 2019

SPONSORING DEPARTMENT: City Clerk

SUBJECT: Consideration of a Change of Ownership Application from Coppertop, Inc. d/b/a Coppertop Lounge, located at 1107 W. Locust St., currently holding a Tavern and Package Sales, All Types of Alcohol, Sunday Sales (TAPS) liquor license, as requested by the City Clerk Department.

RECOMMENDATION/MOTION: The Change of Ownership Application for Coppertop, Inc. d/b/a Coppertop Lounge be approved.

STRATEGIC PLAN LINK: Goal 5. Great place - livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 5.d. Appropriate leisure and recreational opportunities responding to the needs of residents.

BACKGROUND: The Bloomington Liquor Commission met on December 11, 2018 to formally approve the Change of Ownership application for Coppertop, Inc. d/b/a Coppertop Lounge, located at 1107 W. Locust St., which currently holds a Tavern and Package Sales, All Types of Alcohol, Sunday Sales (TAPS) liquor license.

On December 11, 2018, Commissioners Tari Renner, Lindsey Powell, and Jim Jordan were present, as well as George Boyle, Asst. Corporation Counsel, Asst. Police Chief Greg Scott, and Ashley Lara, Legislative Assistant.

John Rexroad, CPA for Coppertop, Inc., and Bethany Olsen, Owner, appeared to request formal approval of a change of ownership that occurred earlier in the year, which effectively gave Ms. Olson 100% ownership. Ms. Olson confirmed that the change in ownership did not result in any operational changes.

Commissioner Jordan made the motion for approval, which was seconded by Commissioner Powell.

Ayes: Commissioners Powell, Jordan, and Renner.

Nays: None

Motion Carried.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, on December 1, 2018, public notice was published in the Pantagraph and approximately 1 courtesy copies of the Public Notice were mailed to neighboring properties. The Agenda for the December 11, 2018 meeting of the Liquor Commission was placed on the City's website.

FINANCIAL IMPACT: This is a Change in Ownership. The current annual license fee for a RAPS liquor license is $2,950, which will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2019 Budget Book titled "Budget Overview & General Fund" on page 119.

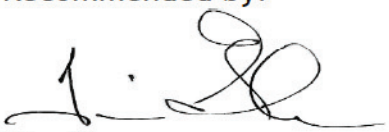
COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By:	Ashley Lara, Legislative Assistant
Review By:	Leslie Yocum, Interim City Clerk
Financial & Budgetary Review By:	Chris Tomerlin, Budget Manager
Legal Review By:	George Boyle, Assistant Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- Creation of New License Findings
- CLK 3B APPLICATION Coppertop Lounge Change in Ownership TAPS
- CLK 3C PHN Coppertop Lounge Change in Ownership TAPS

Chapter 6: Section 4B: Creation of New License – Findings

(a) Standard for Creation. The City Council shall not create a new liquor license unless it has previously found that the creation of such license is necessary for the public convenience of residents of Bloomington and is in the best interest of the City of Bloomington. (Ordinance No. 1981-18)

(b) Factual Criteria. In deciding whether creation of a new license is necessary, the City Council shall consider:

(1) The class of liquor license applied for;
(2) Whether most of the establishment's anticipated gross revenue will be from sale of alcohol or other resources;
(3) The character and nature of the proposed establishment;
(4) The general design, layout and contents of the proposed establishment;
(5) The location of the proposed establishment and the probable impact of a liquor establishment at that location upon the surrounding neighborhood or the City as a whole giving particular consideration to; (Ordinance No. 2004-2)

(a) the type of license(s) requested in the application;

(b) the nature of the proposed establishment; (Ordinance No. 2004-2)

(c) the location of the building of the proposed establishment in relation to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station with particular emphasis on its entrances/exits, windows and parking facilities; (Ordinance No. 2004-2)

(d) the hours of operation of the proposed establishment; (Ordinance No. 2004-2)

(e) the effect of live entertainment and/or amplified music in the proposed establishment upon persons in the surrounding area, particularly with respect to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station; (Ordinance No. 2004-2)

(f) signs and lights which are visible from the exterior of the proposed establishment;

(g) whether a Sunday license is being requested for the proposed establishment;

(h) the extent to which other businesses are licensed to sell alcoholic beverages at retail in the area under consideration;

(i) whether and what types of alcohol the applicant proposes to sell in single serving sizes for consumption off of the premises. (Ordinance No. 2004-2)

(6) The probable demand for the proposed liquor establishment in the City;
(7) The financial responsibility of the applicant;
(8) Whether the applicant, or (if the applicant is a partnership or corporation) whether any partner, officer or director of the applicant has ever held a liquor license and his or her performance as a licensee; (Ordinance No. 1977-69)
(9) Whether the applicant intends to furnish live entertainment in the establishment, and if so, the nature of such entertainment;
(10) Whether the applicant intends to obtain a dancing permit pursuant to Chapter 7 of Bloomington City Code;
(11) Whether the proposed establishment poses any problem to the Bloomington Police Department or Liquor Commissioner in the enforcement of City Ordinance or State and Federal Law;
(12) Whether a current City of Bloomington liquor license has been issued for the premises sought to be licensed in the application;
(13) Whether the premises complies with all pertinent health and safety codes applicable within the City of Bloomington;
(14) No license shall be created for, or maintained by, an establishment whose primary or major focus is video gaming. In determining whether an establishment's primary or major focus is video gaming, the following factors may be considered.

(a) The layout and design of the establishment, including such factors as:

1. The number of video gaming machines relative to the customer seating capacity of the establishment; and
2. The square footage of space devoted to video gaming relative to the amount of space devoted to other activities;

(b) Whether the probable revenue derived from the establishment will be primarily from video gaming;
(c) The number of employees at the establishment and their proposed function;
(d) Other relevant factors. (Ordinance No. 2013-13)

(15) The recommendation of the Liquor Commission. (Ordinance No. 2013-13)

(c) All licenses created hereby are subject to issuance by the Mayor in his discretion as provided in 235 ILCS 5/4-4 and Section 37 of this Chapter. (Ordinance No. 2013-13)

October 30, 2018

City of Bloomington
109 E Olive Street
Bloomington, IL 61701

Re: Liquor License change/application for Copper Top Inc.

To Whom It May Concern:

I (Bethany Olson) am writing this letter as sole owner, president, and secretary of Copper Top Inc, located at 1107 W. Locust St. Bloomington, IL 61701. I have been forty-nine percent owner since January 1, 2017. My former partner Gary Biddle no longer has an ownership interest in the business. I am requesting the City of Bloomington approve the accompanying liquor license application for me as sole owner.

I would like this change to take place as soon as possible.

Contact information for myself and Gary Biddle are as follows:

Bethany Olson
[redacted]

Garry Biddle
[redacted]

Sincerely,

[redacted]

Bethany Olson
President-Copper Top Inc.

OFFICE USE ONLY

Submittal Date: _____

Renewal Type (A, SA, Q): _____

Business ID: _____ **Class:** _____

Staff Initials: _____

CITY OF Bloomington ILLINOIS

Emergency Call-In Listing

PLEASE FILL IN YOUR BUSINESS INFORMATION CLEARY AND COMPLETELY.

Individual/Partnership/Corporation/LLC:	COPPER TOP INC.
Doing Business As (D/B/A):	COPPER TOP LOUNGE
Business Address:	1107 W. LOCUST ST.
City/State:	BLOOMINGTON IL
Zip Code:	61701
Business Phone Number:	309-828-9932
Business Email Address:	

Please list those responsible for **License Renewals** and **Building Security** for the above establishment. Also, list the **Building Owner** information. *At least one person must live within McLean County.*

License Renewals

Name: BETHANY OLSON **Phone Number:** [redacted]

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

Name: _____ **Phone Number:** _____

Address: _____ **City/State:** _____ **Zip Code:** _____

Building Security

Name: CARRIE JACKSON **Phone Number:** [redacted]

[redacted] **City/State:** [redacted] **Zip Code:** [redacted]

Building Owner Name: THOMAS HUBBARD **Phone Number:** [redacted]

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

Liquor License Application Questionnaire

TO THE APPLICANT:

On August 28, 1972, the Bloomington City Council enacted Ordinance No. 1972-57, revising standards for issuance of liquor licenses. The Ordinance, in addition to providing for an increase in the number of licenses, reflected a change in public attitude toward liquor licenses. Rather than lucrative privileges to be bought or sold, they are viewed as potential tools for community development, which can be an asset to the community. Consequently, licenses will be approved, not as a matter of right, but only where a need can be shown to exist and where the issuance of a license for a particular kind of establishment is supportive of and consistent with sound community planning. The following questions and the answers thereto can be of significant value in allowing the Liquor Commission to make an intelligent assessment of your application. Your cooperation in completing it as fully and in as much detail as possible is appreciated.

The questions in the Questionnaire apply equally to yourself and any partner, or any officer or director of a corporation. If more space is needed to answer any question completely, use additional paper.

LEGAL REQUIREMENTS: *(Please Circle)*

(Y) / N	Have you attained the age of 21 years?	Y / (N)	Have you ever had a Bloomington liquor license revoked for any cause?
Y / (N)	Have you been a resident of the City of Bloomington for one year?	Y / (N)	Are you eligible for a state retail liquor dealer's license?
(Y) / N	Are you a citizen of the United States?	Y / (N)	Is the manager of the establishment ineligible to hold a liquor license for any reason other than citizenship or residence?
(Y) / N	Are you a person of good character and reputation?	Y / (N)	Have you ever been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor?
(Y) / N	Do you own or have a valid lease to the premises for which the license is sought?	Y / (N)	Have you ever been convicted of a felony under the laws of the United States or any state?
Y / (N)	Have you ever been convicted of being the keeper, or are you now the keeper of a house of prostitution?	Y / (N)	Is a holder of over 5% of corporate stock ineligible to hold a liquor license for any reason other than citizenship or residence? *(If applicant is a corporation)*
Y / (N)	Have you ever been convicted of pandering or any other crime opposed to decency and morality?	Y / (N)	Is the establishment located within 100' of any church, school, hospital, home for aged or indigent persons or war veterans, their wives or children?

NATURE OF LICENSE:

1. What class liquor license are you seeking? *(Please read descriptions below)* TAPS

TYPE	DESCRIPTION
CA	Clubs – All Types of Liquor
CB	Clubs – Beer and Wine Only
EA	Entertainment/Recreational Sports Venue – All Types of Liquor
EB	Entertainment/Recreational Sports Venue – Beer and Wine Only
GPA	Convenience Store – All Types of Liquor
GPB	Convenience Store – Beer and Wine Only
PA	Package Sales – All Types of Liquor
PB	Package Sales – Beer and Wine Only
RAP	Restaurant & Package Sales – All Types of Liquor
RA	Restaurant – All Types of Liquor
RB	Restaurant – Beer and Wine Only
TAP	Tavern & Package Sales – All Types of Liquor
TA	Tavern – All Types of Liquor
TB	Tavern – Beer and Wine Only
W	Catering – Beer and Wine Only (SALE OF ALCOHOL NOT PERMITTED)
S	Sunday Sales

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

3. State the significance of a liquor license to your establishment, present or future: Our clients are accustomed to beer wine and liquor sales and without a license the companies sales would decrease.

4. How will a liquor license of the kind requested benefit the City of Bloomington and its residents? 1. Sales tax revenue. 2. To provide quality food beverage and entertainment to the citizens of Bloomington / Normal and surrounding areas.

5. Upon what facts do you base your answers to the previous question? The answers are based on the history of the business.

6. Do you intend to furnish live entertainment in the establishment to be licensed? ***(Please Circle)*** (Y) / N

a. If you answered "YES" to the previous question, state the nature of such entertainment: Bands

7. Will most of the establishment's gross revenue come from sources other than sale of alcohol? ***(Please Circle)*** Y /(N)

a. If you answered "YES" to the previous question, from what sources will such revenue be derived? _____

8. Do you intend to obtain an additional license for any of the following *(please circle)*:

Y /(N) Public Dancing*

Y /(N) Tobacco*

Y /(N) Amusement* (If yes, which type: _____)

Y /(N) Miscellaneous* (If yes, which type: _____)

*ALL ADDITIONAL LICENSES REQUIRE ADDITIONAL APPLICATION PER LICENSE TYPE.

AMUSEMENT

Type	Description
Auto Amusement Devices	Any machine or device which upon the insertion of a coin or slug operates or may be operated as a game or contest of skill or amusement of any description.
Musical Devices	A mechanical Victrola, a mechanical piano, or any other mechanical musical instrument, the operation of which may be governed or controlled by the deposit of a coin or token therein, so that the person inserting the coin or token can cause the device to reproduce a selected musical piece.
Theatre	Any place within the corporate limits of the City wherein any show, moving picture, theatrical exhibition, amusement, or entertainment is shown, exhibited, or staged and for which an admission charge is made.

MISCELLANEOUS

Type	Description
Sidewalk Cafe	The use of public sidewalk by a food service establishment for the serving of food and beverages on the sidewalk immediately adjacent to the food service establishment, which use will be characterized by the sidewalk use of tables, and chairs and umbrellas.
Video Gaming	Currently Not Available; See City Code Chapter 7 Article XIII

IMPACT OF ESTABLISHMENT:

1. State the location of your establishment:
   Address: 1107 W. LOCUST ST. City/State: BLOOMINGTON IL Zip Code: 61701

2. What hours will the establishment be open?

   Monday: 8:00am-2am Tuesday: 8am-2am Wednesday: 8am-2am

   Thursday: 8am-2am Friday: 8am-2am Saturday: 8am-2am Sunday: 12pm-1am

3. What type or types of building(s) adjoin the establishment? Retail and service.

   a. If any adjoining buildings are office or commercial, approximately what hours are they open for business? 8am-5pm

   b. If adjoining buildings are predominately residential, are they single or multi- family and what other business establishments are in the area? Single family.

4. Describe streets immediately adjoining the establishment (e.g. approximate width, one or two-way, parking restrictions, etc.): Locust St.: Standard two lane with no parking. Morris Ave: standard two lane with on street parking.

5. How much additional traffic do you expect the establishment with a liquor license to generate? None.

6. Describe on and off street parking facilities to handle traffic anticipated: Adjoining parking lot to lounge.

7. How many establishments with liquor licenses are located within the immediate area of your establishment? None.

8. What do you estimate to be the demand for your establishment in the area in which it is or will be located? Standard.

a. Upon what facts do you base your answer to the previous question? Ongoing business.

RESPONSIBILITY:

1. If establishment *is presently in operation*, **attach a financial statement** of the establishment's last fiscal year.

2. If establishment *is not presently in operation*, **attach a statement** showing your **assets and liabilities** (or if a corporation, the assets and liabilities of the corporation).

3. Do you now or have you ever had a Bloomington liquor license? Yes [ ] No [X]

   a. If you answer to the previous question is "YES", how many times have you been found guilty by the Bloomington Liquor Commission of violating Bloomington's liquor ordinance? _____

DATED this 30th day of October, 2018.

SIGNED [redacted]

BETHANY OLSON [redacted]

Printed Name

Signature

PRESIDENT / OWNER

Title

[redacted]

Address

[redacted]

City/State/Zip Code

Printed Name

Signature

Title

Address

City/State/Zip Code

Application for the Sale of Alcoholic Beverages

This application is being submitted as:

[X] A New Application [ ] Renewal (Change to Original Application)

To the Local Liquor Control Commissioner of the City of Bloomington, Mclean County, Illinois:

1. Application is herein made a CLASS TAP5 LICENSE to sell Malt Vinous Beverages, pursuant to Chapter 6 of the Bloomington City Code 1960.

2. The undersigned applicant is (Check One):

[ ] an Individual [ ] a Partnership [X] a Corporation

A. If an **Individual**:

Name: _____ Age: _____

Address: _____ City/State/Zip Code: _____

Have you been a legal resident of City of Bloomington for more than One (1) year?

Yes [ ] No [ ]

B. If a **Partnership**:

Following are the names of all partners who are entitled to share in any profit of the business:

Name: _____ **Age:** _____

Address: _____ **City/State/Zip Code:** _____

Have you been a legal resident of City of Bloomington for more than One (1) year?
Yes [ ] No [ ]

Name: _____ Age: _____

Address: _____ City/State/Zip Code: _____

Have you been a legal resident of City of Bloomington for more than One (1) year?
Yes [ ] No [ ]

C. If a **Corporation**:

Date of Incorporation: 07-06-2001

State whether same is organized for **profit** [X] or **nonprofit** [ ], under laws of the State of ILLINOIS.

(Attach objects of Incorporation according to the Charter of Corporation.)

The following are the names and addresses of all officers and directors of the said corporation and if the majority of stock is owned by one person, name and address:

Name: BETHANY OLSON Title: PRESIDENT

Address: [redacted] City/State/Zip Code: [redacted]

Name: BETHANY OLSON Title: SECRETARY

Address: [redacted] City/State/Zip Code: [redacted]

Name: _____ Title: _____

Address: _____ City/State/Zip Code: _____

Name: _____ Title: _____

Address: _____ City/State/Zip Code: _____

3. Location and description of the premises or place of business to be operated under this license: COPPER TOP LOUNGE located at 1107 W. LOCUST ST. BLOOMINGTON IL 61701

   a. Trade Name: _____

Please answer the following questions by circling Y (yes) or N (no).

Y (N) Is this a location within 100 feet of any church, school, hospital, home of aged, or indigent persons, or for War Veterans, their wives, or children?

Y (N) Does the place of business have access to any other portion of the same building or structure which is used for dwelling or lodging purposes, and which is permitted to be used or kept accessible for use by the public?

(Y) N Is it proposed to sell food in this place of business?

Y (N) Is applicant or any partner, officer, director, or majority stockholder engaged in the business of manufacturing or bottling malt vinous beverages or is the agent or any such person or corporation, or is a jobber of malt or vinous beverages?

Y (N) Has applicant, or any partner, officer, director, or majority stockholder ever been convicted of a felony, or of the violation of any law relating to the prohibition of the sale of intoxicating liquors, or any other crime or misdemeanor, (other than minor traffic violations)? **If yes, fully explain:** _____

_____

_____

Y (N) Has any other license issued to individual applicant, or to any partner, officer, director, or majority stockholder, issued for sale of alcoholic beverages, ever been revoked? **If yes, give further details:** _____

_____

_____

Y (N) Has a similar application ever been refused for cause that has been made by any of the foregoing persons?

Y (N) Is the applicant herein, the owner of the premises for which this license is sought? **If no, the information of the building owner:**

Name: THOMAS HUBBARD Term of Lease: 9-1-16 to 12-31-23

Address [redacted] City/State: [redacted] Zip Code: [redacted]

Y (N) Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code 1960 in connection with the proposed sale of alcoholic beverages?

Please take this time to provide any additional information you would like to include with your application: _____

_____

_____

_____

_____

Applicants and each of them jointly and severally, including all partners, officers, directors, or majority stockholders, hereinafter named and whose signatures are affixed to this application, agree and acknowledge that they and each of them fully understand that any license issued hereunder may be revoked in accordance with the Ordinance of this City.

DATED this 30TH day of OCTOBER, 2018

A. Individual

_____ Printed Name

_____ Signature

B. Partnership

_____

Business Name

_____ Printed Name of Partner

_____ Signature of Partner

_____ Printed Name of Partner

_____ Signature of Partner

_____ Printed Name of Partner

_____ Signature of Partner

C. Corporation

COPPER TOP INC.

Corpora[redacted]

BETHANY OLSON

President of Company (Print Name)

ATTEST:

_____

Secretary

And the following officers, directors or majority stockholders:

BETHANY OLSON, SECRETARY _____

_____ _____

NOTARY ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

Being first duly sworn on their respective oaths say that they comprise of all the owners, partners, officers, directors, or majority stockholders of the above name applicant in accordance with definitions of the Bloomington City Code; that they and each of them have read and signed the foregoing application for license, know the contents thereof, and that all the statements made therein are true.

This application was acknowledged before me on this 30TH day of OCTOBER, 2018, who deposes and says that he/she has read the foregoing application subscribed by him/her, and that the matters stated herein are true to the best of his/her knowledge and belief.

John Rexroad

Notary Public

My Commission Expires: 8/14/22

OFFICIAL SEAL
JOHN REXROAD
Notary Public - State of Illinois
My Commission Expires 8/14/2022

Application for the Sunday Sale of Alcoholic Beverages

This application is being submitted as:

[X] A New Application [ ] Renewal (Change to Original Application)

To the Local Liquor Control Commissioner of the City of Bloomington, Mclean County, Illinois:

COPPER TOP INC.
NAME OF APPLICANT

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

1. A CLASS TAP LIQUOR LICENSE is currently held by or is being applied for by the Applicant and it authorizes or will authorize the liquor sales on Monday-Saturday.

2. The Applicant herein requests a CLASS S LICENSE to authorize the operation of the Applicant's liquor establishment on Sundays in the same manner as is or will be authorized by and during the valid period of the license referred to in Paragraph 1 hereof.

3. The Applicant and each and every partner, officer, director, majority stockholder or agent thereof, agree and acknowledge the following:

   (a) Any license issued hereunder may be revoked in accordance with the Ordinances of the City of Bloomington;

   (b) All persons who are employed by or who have an ownership interest in the Applicant will testify under oath to all competent, relevant, and material questions propounded to any of them in any hearing conducted by the local Liquor Commissioner;

   (c) Failure of any person to testify according to the provisions of subsection (b) above shall be sufficient reason for suspension or revocation of any license which may be issued pursuant to this Application; and

   (d) The Applicant will furnish, upon request from the Liquor Commissioner, any books and/or records of its business operations which are relevant to the question of whether such Applicant qualifies or has qualified at any time for the basic license or for the license which may be issued pursuant to this Application.

CITY OF Bloomington ILLINOIS

DATED this 30TH day of OCTOBER, 2018

A. Individual

_____ _____

Printed Name Signature

B. Partnership

_____

Business Name

_____ _____

Printed Name of Partner Signature of Partner

_____ _____

Printed Name of Partner Signature of Partner

_____ _____

Printed Name of Partner Signature of Partner

C. Corporation

COPPER TOP INC.

Corporate Name

BETHANY OLSON _____

President of Company (Print Name) President of Company (Signature)

[redacted] Secretary

And the following officers, directors or majority stockholders:

BETHANY OLSON, Secretary _____

_____ _____

_____ _____

NOTARY ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

Being first duly sworn on their respective oaths say that they comprise of all the owners, partners, officers, directors, or majority stockholders of the above name applicant in accordance with definitions of the Bloomington City Code; that they and each of them have read and signed the foregoing application for license, know the contents thereof, and that all the statements made therein are true.

This application was acknowledged before me on this 30th day of OCTOBER, 20 18, who deposes and says that he/she has read the foregoing application subscribed by him/her, and that the matters stated herein are true to the best of his/her knowledge and belief.

Notary Public

My Commission Expires: 8/14/22

OFFICIAL SEAL
JOHN REXROAD
Notary Public - State of Illinois
My Commission Expires 8/14/2022

UPDATED 06/2018

THE
CINCINNATI
INSURANCE COMPANY

CONTINUATION CERTIFICATE

Bond Number: [redacted]
Bond Amount: $2,000.00
Bond Origination Date: September 15, 2013

Principal:

Copper Top, Inc. DBA Coppertop Lounge
1107 W LOCUST ST STE C
BLOOMINGTON, IL 61701-2715

Obligee:
City of Bloomington

109 E OLIVE ST
BLOOMINGTON, IL 61701-5217

It is expressly understood and agreed that the subject bond and all renewal or continuation certificates attached thereto (including this one) are not cumulative, and that the total liability of THE CINCINNATI INSURANCE COMPANY under the attached bond and all such renewal or continuation certificates shall not exceed the penalty named in the subject bond.

This bond is extended to 09/15/2019

Signed and sealed this 22nd day of August 2018

[redacted]

THE CINCINNATI INSURANCE COMPANY

David D. McGrew

ATTORNEY-IN-FACT David D McGrew

Agency: The Van Gundy Agency 12008
101 S Towanda Ave
Normal, IL 61761

BN-1003(3/97)

LEASE

THIS AGREEMENT made and entered into this 1st day of September, 2016 by and between Thomas M. Hubbard (Hubbard), hereinafter called "Landlord," and Copper Top, Inc., an Illinois Corporation, hereinafter called "Tenant;"

WITNESSETH:

Landlord, in consideration of the rents and covenants hereinafter specified to be paid and performed by Tenant, hereby leases to Tenant, and Tenant, in consideration of the covenants hereinafter specified to be performed by Landlord, hereby rents from Landlord, the following described premises, located 1107 West Locust Street, City of Bloomington, County of McLean, State of Illinois:

> The premises commonly known as CopperTop Lounge located in the strip center at 1107 West Locust Street, Bloomington, McLean County, Illinois.

together with all easements, improvements, appurtenances, rights and privileges thereunto belonging or in any way appertaining (leased premises) and subject to any restrictions, easements, rights of way and encroachments relating to or affecting the leased premises, provided that no such restrictions, easements, rights of way or encroachments relating to or affecting the leased premises shall in any way impair the ability of Tenant to utilize the said premises for the purpose intended in the manner proposed by Tenant.

1. TERM.

   (a) The initial term of the Lease shall be for a period of seven (7) years , four (4) months commencing on September 1, 2016; and shall terminate on the last day of the December 31, 2023, seven (7) years, four (4) months thereafter (Initial Term). Rent for any partial month shall be as described in Section 2(j).

   (b) This Lease may be renewed for two (2) additional terms of five (5) years each. Tenant shall exercise its option for each renewal term by giving written notice to Landlord at least one hundred twenty (120) days prior to the expiration of the

previous term. Rent for any option term shall be as described in Section 2(b), (c), (d) and (e).

2. RENT.

(a) During the Initial Term, Tenant shall pay to Landlord as rent for the leased premises the sum of Three Hundred Eighty-One Thousand Three Hundred Twelve Dollars ($381,312.00), payable in monthly installments of Four Thousand Eighty-Three Dollars ($4083.00) in advance, commencing on the first day of September, 2016 and on the first day of each month thereafter for four (4) months; and then monthly installments of Four Thousand Three Hundred Forty-Five Dollars $4,345.00 in advance, commencing on the first day of January, 2017, and the same amount on the first day of each month thereafter throughout the Initial Term.

(b) Tenant shall pay to Landlord as rent for the leased premises during the first five (5) year option term an amount computed as follows: the final rent set forth in paragraph (a) of this section shall be increased for the first five (5) year option period in an amount equal to the proportion that the U.S. Consumer Price Index (U. S. City Average) of the United States Department of Labor, Bureau of Labor and Statistics (the Index), in effect on the date of the commencement of the Initial Term, bears to the Index in effect on the first date of the first option term.

(c) Tenant shall pay to Landlord as rent for the leased premises during the second five (5) year option term an amount computed as follows: the rent set forth in paragraph (b) of this section shall be increased for the second five (5) year option period in an amount equal to the proportion that the U.S. Consumer Price Index (U. S. City Average) of the United States Department of Labor, Bureau of Labor and Statistics (the Index), in effect on the date of the commencement of the first option term (determined in paragraph (b) above), bears to the Index in effect on the first date of the second option term.

(d) If the publication of the Index shall be discontinued, the parties hereto shall thereafter accept comparable statistics on the cost of living as they shall be computed and published by an agency of the United States or by a responsible financial periodical of recognized authority then selected by the Landlord. In the

event of the use of comparable statistics in the place of the Index as above-mentioned, there shall be made in the method of computation herein provided for such revisions as the circumstances may require to carry out the intent hereof.

(e) In no event shall the rent during the first or second option term be less than the amount stipulated in paragraph (a) above.

(f) Time is of the essence as to each and every monthly rental installment. Any rental installment not made within ten (10) days of its due date shall be subject to a five percent (5%) late charge. Lessee shall pay to Lessor, on demand, said late charge of five percent (5%) for the first month or any part thereof the rental payment is unpaid; and an additional two percent (2%) for each and every following month or part thereof the payment remains unpaid.

(g) All rent due hereunder shall be paid to Thomas M. Hubbard, 1902 Marzel Drive Bloomington, Illinois 61701, or to such other person and/or such other place as Landlord may from time to time in writing direct.

(h) In the event the term of the Lease shall commence on a day other than the first day of a calendar month, and then the rental for such month shall be prorated upon a daily basis based upon a thirty (30) day calendar month.

(i) Tenant may have possession of the Leased Premises on September 1, 2016. At possession, Tenant shall insure all its own property on the Leased Premises, including equipment, materials and supplies, for loss or damage from theft or other perils. On or before January 1, 2017, Tenant shall deposit with the Landlord as a security deposit for the payment of future rent and Tenant's performance hereunder the sum of Two Thousand One Hundred Seventy-Two Dollars and Fifty Cents ($2,172.50).

3. TAXES AND ASSESSMENTS. Landlord shall pay all real estate taxes and assessments which may be levied, assessed or imposed upon the Premises and improvements during the Initial Term and any option term of the lease.

4. INSURANCE. As additional consideration for this Lease, Tenant agrees that it will, at its sole cost and expense, procure, pay for and keep in force throughout the duration of this Lease, policies of insurance on the leased premises covering the below described risks:

(a) Tenant shall procure and pay for owner's, Landlord's and Tenant's general liability, property damage liability insurance including dram shop, liquor sale liability coverages protecting Landlord and Tenant with limits of not less than Two Million Dollars ($2,000,000.00) with respect to injuries to one person, Three Million Dollars ($3,000,000.00) with respect to any one accident or disaster, and Two Hundred Thousand Dollars ($200,000.00) for property damage for and covering the leased premises. Further Tenant shall insure its own property, equipment and all contents for fire and extended coverage.

(b) Landlord shall procure and pay for fire and extended coverage insurance for loss or damage to the leased premises and the entire premises; Landlord is not required whatsoever to insure Tenant's property.

(c) Landlord and Tenant hereby expressly waive any and all claims against each other for loss or damage due to fire or the perils, risks, or hazards ordinarily insured against in the State of Illinois standard form of Fire Insurance Policy with Extended Coverage Endorsement, regardless of the cause of such loss or damage, including without limitation, loss or damage resulting from the negligence of the respective parties, their agents, servants, employees or invitees. Said policies or proper certificates of insurance, duly executed by the insurance company or the general agency writing said policies effective not later than the first day of the initial term of this Lease and providing for at least thirty (30) days written notice to Landlord and any mortgagee of the leased premises prior to cancellation of said policies, shall be deposited with Landlord at all times throughout the duration of this Lease, or any extension thereof. Appropriate renewal policies or certificates as above provided shall be deposited with Landlord not less than thirty (30) days prior to the expiration of any such policies.

(d) The policy or policies of insurance shall be placed in such company or companies as may be acceptable to Landlord, and any mortgagee of Landlord, who shall not arbitrarily object to such insurance being placed with any reputable company.

(e) All such insurance shall name Landlord and Tenant as the insureds as their interests may appear. At the request of Landlord, any such insurance shall be made payable

to the holders of any mortgage or trust deed upon the leased premises, as the interest of such holders may appear, pursuant to a standard clause for holders of mortgages or trust deeds. Said mortgage clause shall be furnished only if the mortgage provides by its terms, or the mortgagee agrees by a separate written instrument, that so long as this Lease remains in effect the mortgagee will, upon written request of Landlord or Tenant, release the insurance proceeds or apply the same for the repair or replacement required by this Lease.

(f) If Tenant shall refuse or fail to procure, pay for or keep in force the policies of insurance above set forth, or fail to pay its pro rata share as above set forth, or fail to deliver as above provided said policies or certificates showing the existence of the insurance hereinabove set forth, Landlord may, at its election, procure, pay for, keep in force and/or from time to time renew such insurance, and the amounts expended therefore shall be so much additional rent due from Tenant with the next monthly installment of rent accruing hereunder.

5. UTILITIES. Tenant shall pay promptly all charges for gas, water, electricity, garbage/waste removal, telephone, cable/satellite television, wifi, internet, sewer and other utilities furnished to or used and consumed by it on the leased premises, which shall be separately metered by Landlord at Landlord's expense.

6. REPAIRS AND MAINTENANCE. By taking possession of the Leased Premises on the first day of the initial term, Tenant accepts the Leased Premises in the condition existing on such date. Landlord has no notice of any use, occupancy, building, zoning, or use violation existing upon the premises or with respect to any improvement on the premises under any applicable ordinance, statute, Federal law, regulation of any applicable administrative agency, which applies to the present use of the premises as a bar and restaurant. Tenant shall keep the premises clean, orderly and in all respects take good care of the improvements in compliance with good standards of property management and maintenance, and shall make, at its own expense, all repairs, replacements and renewals to the leased premises. Tenant shall remove and shovel all snow and ice from the sidewalks and walk area adjacent to and in front of the Leased Premises. Landlord shall maintain, repair and/or replace the building's structure, including but not limited to its roof and

exterior walls, except to the extent same is damaged by the negligence of the Tenant and/or the Tenant's guests or invites. Tenant may make such alterations in and to the leased premises and the building thereon as it may deem desirable for its own use thereof, provided that if such alterations shall substantially change the basic structure of the building or adversely affect the soundness or value thereof, the prior written approval of Landlord shall be obtained before such work is commenced, which approval shall not be unreasonably withheld. All repairs and alternations shall be in quality at least equal to the original construction. In its use and maintenance of the leased premises, Tenant shall comply with all present and future laws, ordinances and regulations of duly constituted public authorities now or hereafter in any manner affecting the leased premises, the adjacent sidewalks (including snow and ice removal therefrom) or any building thereon or the use of thereof. Tenant shall have the right to contest the validity of any such laws, ordinances or regulations adversely affecting its use of the leased premises, and shall hold Landlord harmless from the consequences of the violation of any such law, ordinance or regulation. At the expiration or other termination of this Lease, Tenant agrees to peaceably vacate the leased premises and remove all goods and effects not the property of Landlord and deliver up to Landlord said premises and all improvements, leasehold build-out, leasehold improvements, erections or additions made upon the same, and all of Landlord's fixtures free and clear and in good repair and condition in all respects, reasonable use, wear and tear and unavoidable casualty alone expected.

7. MECHANICS' LIEN. Tenant shall not permit any mechanics' liens or similar liens to remain on the leased premises for labor or material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed on the leased premises or at the direction or with the consent of Tenant, whether such work was performed or materials furnished before or after the commencement of the term of this lease. Tenant may, however, contest the validity of any such lien or claim, provided, that upon written demand of Landlord, Tenant shall deposit with Landlord an amount equal to the claimed lien, or a surety bond, with sureties to be approved by Landlord, in an amount sufficient to insure payment and prevent any sale or forfeiture of the leased premises by reason of such non-payment. Tenant shall immediately

pay any judgment or decree rendered against Tenant or Landlord, arising out of a claim for mechanics' lien, including all proper costs and charges, and shall cause any such lien to be released of record without cost to Landlord.

8. REPAIR OR RESTORATION IN EVENT OF FIRE OR OTHER CASUALTY. In the event of damage to or destruction of the leased premises by fire or other casualty covered by insurance, Landlord may restore the leased premises as nearly as possible to its condition prior to such damage or destruction. However, in the event the building is so extensively damaged as to render it completely untenantable or shall amount to total destruction, the same may be restored or rebuilt in accordance with such plans and specifications as determined by Landlord in his sole discretion. All insurance proceeds received by Landlord pursuant to the provisions of this Lease, less the cost, if any, of such recovery, shall be applied by Landlord to the payment of such restoration as such restoration, if any. Any disbursement of insurance proceeds by a mortgagee shall be deemed to have been made by Landlord.

9. USE OF PREMISES. The leased premises shall be used and occupied for operation of the Tenant's business and can be used for all purposes incidental to its operation of such business. Tenant customer parking shall be on a first come basis.

10. ACCESS TO PREMISE. At all reasonable hours, Tenant will allow Landlord free access to the leased premises for the purpose of examining the same.

11. SIGNS, FIXTURES, MACHINERY AND EQUIPMENT. All fixtures, machinery and equipment, which are necessary to the general operation and maintenance of the leased premises, as distinguished from those installed, supplied and used by Tenant in the conduct of its business, whether installed at the commencement of the term of this Lease or thereafter, shall be the property of Landlord. Trade fixtures, machinery, equipment, signs, facilities and personal property, which are procured or supplied for use by Tenant in connection with the operation and conduct of its business and placed in the leased premises at the commencement of the term of this Lease or which may hereafter be installed therein during the term of this said Lease whether or not such trade fixtures, machinery, equipment, signs, facilities and personal property can be removed without material damage to the freehold, shall be and remain the property of Tenant and may be removed by Tenant at any

time prior to or upon termination of this Lease. Such removal shall be subject to the right of the Landlord or any party holding a security interest in such property. Tenant agrees to repair any and all damage occasioned by such removal at its own expense.

12. INDEMNITY TO LANDLORD. Tenant hereby agrees to indemnify and save Landlord harmless from any and all fines, suits, claims, demands and actions, costs and expenses of any kind or nature, due to or arising out of any breach or violation or nonperformance of any covenant on the part of Tenant to be kept and performed, or due to or arising out of or connected with the use and occupancy of the leased premises by Tenant, Tenant's agents, customers, invitees, patrons or visitors, sub-tenants or assignees.

13. CONDEMNATION. If all or any portion of the leased premises shall be taken for any public or quasi-public use, under any statute or by right of eminent domain, each of the parties shall, to the extent possible, negotiate separately with the agency taking the leased premises, including the improvements, as to the extent and amount such party is damaged by such taking and as to the award to be given by such public acquisition, that is, Landlord shall negotiate for the value of the damage to his reversionary estate in the leased premises and the improvements thereon and Tenant shall negotiate for any losses that it may be able to successfully claim because of its leasehold interest. If the matter of damages for the taking is litigated in court, then the parties agree to co-operate with each other in the trial of such action to the end of obtaining the highest award possible in the court having jurisdiction of said cause. In the event separate awards are not accepted and/or determined and Landlord and Tenant cannot agree upon an equitable division of any lump award or judgment, between themselves, then the same shall be submitted to arbitration as hereafter provided in this Lease.

If the whole or a substantial part of the leased premises is taken for any public or quasi-public use, Tenant shall have the option of canceling this Lease and terminating the Tenant's obligations hereunder as of the date Tenant is deprived of possession as a result of such taking, the option to be exercised by notice in writing to Landlord given within sixty (60) days from said date. If there is a taking of less than the whole or substantial part of the leased premises or if Tenant, being entitled so to do, does not elect to cancel this Lease, the Lease shall not terminate but Tenant shall promptly restore the remaining portion of the

leased premises as nearly as possible to their condition before taking, and upon completion of said work, Tenant shall be reimbursed to the extent of the total award (less any collection expense) for its costs so expended, and there shall be an equitable adjustment of the rents thereafter to be paid by Tenant as the parties may agree upon as being just and equitable. In the event Landlord and Tenant cannot agree upon an equitable adjustment of such rents, then the same shall be submitted to arbitrations as provided in the following paragraph of this Lease.

14. ARBITRATION. If Landlord and Tenant, within sixty (60) days after the determination of the condemnation award, are unable to agree upon the adjustments to be made in the Lease, then and in that event Tenant or Landlord shall notify the other of his intention to demand arbitration, and such arbitration shall be determined in the following manner: Within thirty (30) days after demand is made, the party upon whom the demand is made shall notify the demanding party of the name of the person who shall represent him in said arbitration. Within fifteen (15) days thereafter, the demanding party shall notify the other party in writing of the name of the person who is to represent him as such arbitrator. The two (2) named arbitrators shall then meet and select a third arbitrator within fifteen (15) days thereafter. In the event that, within the time period allowed for either party to name an arbitrator to represent him in such proceedings such party shall fail to select such arbitrator, or in the event that the two arbitrators chosen shall fail within fifteen (15) days after their selections to agree upon a third, then upon request of the party not in default, or upon the request of either party if neither is in default, the then sitting presiding Judge of the Court of general jurisdiction in the county in which the leased premises is located, may, within fifteen (15) days of such request, name such arbitrator. The three (3) arbitrators so selected are to immediately meet and arbitrate said matter, and each of the parties hereby agrees to be bound by the decision of said arbitrators and to bear the expense of the arbitrations equally.

15. ASSIGNMENT AND SUBLETTING. Tenant may assign and transfer this lease and/or sublet the premises only with the prior written approval of the Landlord. In the event of transfer, subletting or assignment, Tenant shall not be relieved of its obligations under this Lease.

16. ENVIRONMENTAL PROHIBITIONS AND INDEMNIFICATION.

(a) During the term of this Lease, Tenant shall not allow any Hazardous Material upon the leased premises nor allow any discharging, spilling, leaking dumping or bearing of any Hazardous Material or the disposal of hazardous wastes or any other pollutant or contaminate which would result in any liability, of any like, kind or nature under any environmental law or any governmental authority.

(b) Landlord shall be entitled to inspect the leased premises and conduct an environmental audit thereof at or within six (6) months of the end of any term of this Lease.

(c) "Hazardous Material", as used here, means all materials subject to regulations under the Clean Air Act (42 U.S.C. §7401, et seq.), Clean Water Act, 33 U.S.C. §1251, et seq.), Comprehensive Environmental Response, Compensation, and liability Act (Superfund or CERCLA) (42 U.S.C. §9601, et seq.), the Resource Conservation and Recovery Act (Solid Waste Disposal Act or RCRA) (42 U.S.C. §6901, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §1801, et seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. §11001, et seq.), the Toxic Substances Control Act (15 U.S.C. §2601, et seq.), any comparable state or local law, and any other applicable federal or state or local laws now in force relating to Hazardous Substances, in each case as amended to date. "Hazardous Substances" includes but is not limited to asbestos, polychlorinated biphenyls (PCBs), lead-based paints, any petroleum products, including crude oil or any faction of it, and any natural gas, natural gas liquids, synthetic gas, and liquefied natural gas.

17. REMEDIES OF LANDLORD. In the event that during the term of this Lease, regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency or other proceedings, in law, in equity, or before any administrative tribunal, which has prevented or might prevent compliance by Tenant with the term of this Lease:

(a) Tenant shall be in default in the payment of any installment of rent to other sum herein specified to be paid by Tenant and such default shall continue for ten (10) days after Landlord shall have given Tenant written notice specifying such default;

(b) Tenant shall default in the observance or performance of any of Tenant's covenants, agreements or obligations hereunder, and such default shall not be cured within thirty (30) days after landlord shall have given Tenant written notice specifying such default or defaults; or if the nature of the default is such that it cannot be corrected or remedied within such time limit, and Tenant shall have failed within such time limit to commence to correct or remedy such violation or default and thereafter prosecute the same diligently to completion; or

(c) Tenant has sought relief under the Bankruptcy Code, whether or not adjudicated a bankrupt or insolvent; or a receiver is appointed for all or substantially all of Tenant's business or assets on the ground of Tenant's insolvency; or a debtor-in-possession or trustee is appointed for Tenant after a petition has been filed for Tenant's reorganization under the Bankruptcy Code of the United States, or any future law of the United States having the same general purpose; or Tenant shall have made an assignment for the benefit of its creditors, then in any such event Landlord shall have the right, at its election at any time thereafter while such default or defaults continue, to re-enter and take complete and peaceable possession of the leased premises and any and all improvements then forming part of the leased premises, and to declare the term of this Lease ended, whereupon this Lease and all the right, title and interest of Tenant hereunder shall terminate and be of no further force or effect. In the event of such declaration, Landlord shall have the right to sue for and recover all rents and other sums accrued up to the time of such termination including damages arising out of any breach on the part of Tenant. Landlord shall also have the right, without re-entering the leased premises or terminating this Lease, to sue for and recover all rents and other sums, including damages at any time and from time to time accruing hereunder.

18. WAIVER. One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a subsequent breach of the same covenant and condition, and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant.

19. NOTICES. Any notice required to be served upon Tenant shall be sent to Tenant by certified mail with first class postage prepaid, addressed to Tenant at 1107 West Locust Street, Bloomington, Illinois 61701, or to such other address as Tenant may designate in writing. Any notice required to be served upon Landlord, shall be sent by certified mail with first class postage prepaid addressed to Thomas M. Hubbard, 1902 Marzel Drive, Bloomington, Illinois 61701, or to such other address as Landlord may designate in writing.

20. SUBORDINATION OF LEASE. If required by the Mortgagee, Tenant does hereby agree to subordinate its interest in the lease premises to any first mortgage hereafter placed thereon, provided that Tenant assumes no legal or financial obligations thereby, and provided further, that said subordination agreement provides that so long as Tenant shall not be in default under the terms and conditions of this Lease, its occupancy of the leased premises shall not be disturbed.

21. LEASEHOLD IMPROVEMENTS BY TENANT. Tenant may, at its expense, build-out, finish and construct such leasehold improvements upon the leased premises according to plans and specifications approved by Landlord, which approval shall not be unreasonably withheld. All such work shall be done and completed in full compliance with all present laws, statutes, building codes, ordinances and regulations of any applicable public authority including Title 3 of the Americans With Disabilities Act of 1990, As Amended. Tenant shall have reasonable access to contractor to correlate completion of its leasehold improvements.

22. CONSENTS. Whenever consent or approval of Landlord is required for any act of Tenant under this Lease, such consent or approval shall not be unreasonably withheld or conditioned.

23. HEADINGS. The headings preceding the text of the several paragraphs herein are inserted solely for the convenience of reference and shall not constitute a part of this Lease, nor shall it affect its meaning, construction or effect.

24. SUCCESSORS AND ASSIGNS. This Lease and all the covenants and agreements herein contained shall be binding upon, apply and inure to the benefit of the respective legal representatives, heirs, successors and assigns of the parties to this Lease.

25. INDEMNITY TO TENANT. Landlord hereby agrees to indemnify and save Tenant

harmless from any and all fines, suits, claims, demands and actions, costs and expenses of any kind or nature, due to or arising out of any breach or violation or nonperformance of any covenant on the part of Landlord to be kept and performed, or due to or arising out of or connected with the use and occupancy of the entire premises by Landlord, Landlord's agents, customers, invitees, patrons or visitors, tenants or assignees.

26. REMEDIES OF TENANT. In the event that during the term of this Lease, regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency or other proceedings, in law, in equity, or before any administrative tribunal, which has prevented or might prevent compliance by Landlord with the term of this Lease, Landlord shall default in the observance or performance of any of Landlord's covenants, agreements or obligations hereunder, and such default shall not be cured within thirty (30) days after Tenant shall have given Landlord written notice specifying such default or defaults; or if the nature of the default is such that it cannot be corrected or remedied within such time limit, and Landlord shall have failed within such time limit to commence to correct or remedy such violation or default and thereafter prosecute the same diligently to completion, Tenant at its election may declare this Lease terminated and void and vacate leased premises within an additional period of fifteen (15) days, paying rent only to the day of said vacating, provided, nevertheless, that if such default by Landlord can be cured by the payment of money, Tenant at its election may spend such money as is reasonably necessary to cure such default and thereafter deduct the amount so spent from rent due hereunder.

27. LEGAL PROCEEDINGS. In the event it becomes necessary for either party to institute proceedings at law against the other in order to enforce any of the provisions of this Lease, such party may have and obtain as a part of any judgment rendered against the other, such party's court costs and reasonable attorneys fees incurred in connection with such proceedings.

IN WITNESS WHEREOF, Landlord has signed this instrument and Tenant has caused the same to be executed by its duly authorized member/manager along with each individual Tenant on the day and year first above written.

(Signatures Appear on the Follow Page)

LANDLORD:

Thomas M. Hubbard

[redacted]

TENANT:

Copper Top, Inc.

[redacted]

Its President

STATE OF ILLINOIS)
) S.S.
COUNTY OF McLEAN)

I, a Notary Public, in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Gary Biddle, personally known to me to be the President of Copper Top, Inc., whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument of writing as President of Copper Top, Inc., pursuant to authority of said company as his free and voluntary act, and as the free and voluntary act and deed of said company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 18th day of August, 2016.

OFFICIAL SEAL
SABRINA L. PAMPEL
Notary Public - State of Illinois
My Commission Expires 10/06/2018

Sabrina Pampel
Notary Public

PERSONAL GUARANTY

The undersigned, Gary Biddle, hereby personally and unconditionally guarantees the full and timely payment of the all rent, late charges and the performance of all terms and conditions required by Tenant under this lease for the period beginning September 1, 2016 through December 31, 2016, unless the Tenant shall be in default of one or more terms or conditions on December 31, 2016, whereby this guaranty shall continue until all defaults are fully cured or the remedies are satisfied. This guaranty includes the rights of the Landlord upon default to receive all his cost, including reasonable attorney's fees.

Dated this 18th day of August, 2016

[redacted]

Gary Biddle, Individually

PERSONAL GUARANTY

The undersigned, Bethany Lynn Olson, hereby personally and unconditionally guarantees the full and timely payment of the all rent, late charges and the performance of all terms and conditions required by Tenant under this lease for the period beginning January 1, 2017 through December 31, 2023, and during any option term as provided in 1(b) herein. This guaranty includes the rights of the Landlord upon default to receive all his cost, including reasonable attorney's fees.

Dated this 18th day of August, 2016

[redacted]

Bethany Lynn Olson, Individually

TAP Series, LLC

Certificate Of Achievement

It is hereby certified that on **June 28, 2018**

Carrie Jackson

having successfully completed the course of study

BASSET ALCOHOL TRAINING

was awarded this certificate of achievement

This certificate is only valid for the person printed above.
This certificate expires three years from the date above.

George Roughan, President
TAP Series, LLC

[redacted]

Rose Obetz PhD.

info@tapseries.com To verify this certificate, go to tapseries.com/verify
(888) 826-5222

Illinois BASSET On-Premise

SELLER / SERVER CERTIFICATION

Trainee Name: Bethany Olson
Date of Completion: 09/05/2015

School Name:
360training.com dba Learn2Serve

I,_____
certify that the above named person successfully completed an approved Learn2Serve Seller/Server course.

This course provides necessary knowledge and techniques for the responsible serving of alcohol.

This is your temporary certificate of completion. You will receive you official card in the mail. Please forward all questions to

learn2serve

Corporate Headquarters
13801 Burnet Rd., Suite 100
Austin, Texas 78727
P: 800-442-1149

BASSET Card

STATE OF Illinois
LIQUOR CONTROL COMMISSION

August 2, 2017

Letter ID: [redacted]

MOLLY BUZICK
204 W WOOD ST
BLOOMINGTON IL 61701

License No.: [redacted]
Expiration Date: 7/10/2020
License Type: Basset Card

Your "Student ID number" is: [redacted]

Your "Trainer's ID number" is: [redacted]

Your BASSET Card is located BELOW

DO NOT throw away this letter as you will need your "Student ID number" directly above to re-print your card.

IMPORTANT:

To re-print your card, visit the Illinois Liquor Control Commission website at ILCC.illinois.gov
(click on the RESOURCES tab to access the "BASSET Card Lookup" page).

ILLINOIS LIQUOR CONTROL COMMISSION
100 W. Randolph Street, Suite 7-801 - Chicago, IL 60601
BEVERAGE ALCOHOL SELLERS AND SERVERS EDUCATION AND TRAINING [BASSET] CARD

Date of Certification: 7/10/2017 Expires: 7/10/2020
Trainer's IL Liquor License Number [redacted]
MOLLY BUZICK
204 W WOOD ST
BLOOMINGTON IL 61701

****Card is not transferrable****

LCCB-01 (N-01/15)

P-000662

BASSET Card

STATE OF Illinois
LIQUOR CONTROL COMMISSION

May 14, 2018

Letter ID: [redacted]

TINA SMITH
805 E FRONT ST
BLOOMINGTON IL 61701

License No.: [redacted]
Expiration Date: 5/8/2021
License Type: Basset Card

Your "Student ID number" is: [redacted]

Your "Trainer's ID number" is: [redacted]

Your BASSET Card is located BELOW

DO NOT throw away this letter as you will need your "Student ID number" directly above to re-print your card.

IMPORTANT:

To re-print your card, visit the Illinois Liquor Control Commission website at ILCC.illinois.gov
(click on the RESOURCES tab to access the "BASSET Card Lookup" page).

ILLINOIS LIQUOR CONTROL COMMISSION
100 W. Randolph Street, Suite 7-801 - Chicago, IL 60601
BEVERAGE ALCOHOL SELLERS AND SERVERS EDUCATION AND TRAINING [BASSET] CARD

Date of Certification: 5/8/2018 Expires: 5/8/2021
Trainer's IL Liquor License Number: 5A-0080179

TINA SMITH
805 E FRONT ST
BLOOMINGTON IL 61701

****Card is not transferrable****

LCCB-01 (N-01/15)

P-000680

CERTIFICATE OF COMPLETION

[redacted]

THIS CERTIFIES THE FOLLOWING PERSON HAS COMPLETED THE ILLINOIS BASSET CERTIFICATION COURSE – ONLINE COURSE

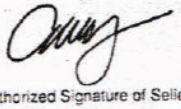
SellerServer.com
4201 FM 1960 WEST, STE. 100
HOUSTON, TX 77068
(866) 378–1587

Date Of Birth: [redacted]
Completion Date: 08/08/2017

KELLY MANGINA
[redacted]

THIS COURSE MEETS ALL REQUIRMENTS FOR STATUTES 125.04, 125.17, AND 134.66.

I CERTIFY UNDER PENALTY OF PERJURY THAT, TO THE BEST OF MY KNOWLEDGE THE FOREGOING IS TRUE AND CORRECT. (PERJURY IS PUNISHABLE BY IMPRISONMENT, FINE OR BOTH)

By: 

(Authorized Signature of SellerServer.com)

Only original certificates are accepted by regulatory agencies

OFFICIAL COPY

Dear KELLY MANGINA,

You have successfully completed the SellerServer.com training course.

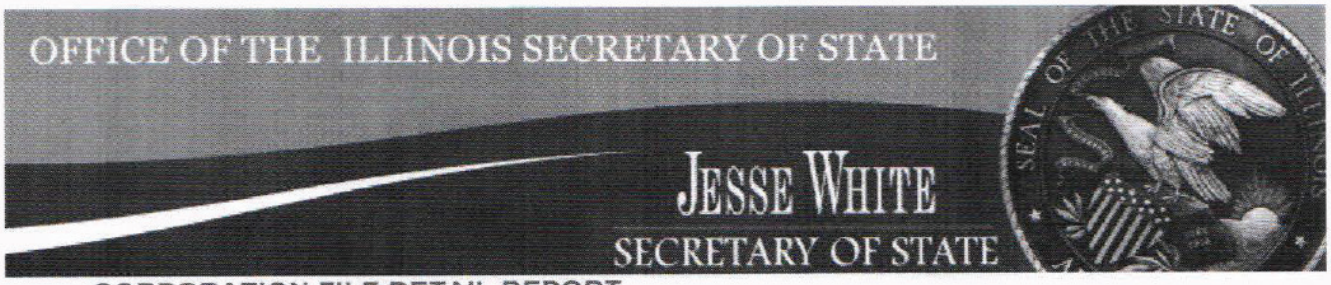
Course Description: Illinois BASSET Certification Course – Online Course

Here is some important data for your records:

Date Of Birth: [redacted]
Completion Date: 08/08/2017

SellerServer.com
4201 FM 1960 WEST, STE. 100
HOUSTON, TX 77068
(866) 378–1587

STUDENT COPY



CORPORATION FILE DETAIL REPORT

File Number	[redacted]		
Entity Name	COPPER TOP, INC.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	07/06/2001	State	ILLINOIS
Agent Name	JOHNSON LAW GROUP LLC	Agent Change Date	08/30/2016
Agent Street Address	115 W FRONT ST	President Name & Address	BETH OLSON [redacted]
Agent City	BLOOMINGTON	Secretary Name & Address	GARY BIDDLE [redacted]
Agent Zip	61701	Duration Date	PERPETUAL
Annual Report Filing Date	06/21/2018	For Year	2018

Return to the Search Screen

Purchase Certificate of Good Standing

(One Certificate per Transaction)

OTHER SERVICES

File Annual Report

Adopting Assumed Name

Articles of Amendment Effecting A Name Change

Change of Registered Agent and/or Registered Office Address

BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE

Note! Business already Registered

Bloomington / Normal Food & Beverage Tax Registration Form

Illinois Business Tax (IBT) #:	[redacted]
Date Business started at this location (Month\Day\Year):	
Describe your type of Business:	LOUNGE

DBA Business Name:	COPPER TOP LOUNGE
Address:	1107 W. LOCUST ST. BLOOMINGTON IL 61701
Contact:	BETH OLSON
Phone:	[redacted] Fax:
Email:	

Owner/Corporate Name: (if different from above)	COPPER TOP INC.
Address:	same
Contact:	same
Phone:	Fax:
Email:	

Please check here to have all correspondence mailed to corporate address instead of the physical address. ☐

Type of Organization:

- ☐ Sole Proprietorship
- ☒ Corporation
- ☐ Other _____
- ☐ Partnership
- ☐ LLC

Mail, Drop Off, Fax, or Email to:

Address: City Hall
Finance Department
Room 207
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, [redacted] complete.

Signature of Officer Empowered to Sign

10-30-2018
Date

BETHANY OLSON, PRESIDENT
Print Name and Title

© City of Bloomington, Illinois

CITY OF BLOOMINGTON
PUBLIC HEARING NOTICE

On Tuesday, December 11, 2018 at 4:00 p.m., in the Council Chambers located at 109 E. Olive St, the Bloomington Liquor Commission will hold a Public Hearing on the Change of Ownership Application of Copper Top, Inc., d/b/a Copper Top Lounge located at 1107 W. Locust St., holding a Class TAPS (Tavern and Package Sales, All Types of Alcohol, Sunday Sales) liquor license, which would allow the sale of all types of alcohol by the glass for consumption on the premises and the retail sale of packaged liquor for off premise consumption seven (7) days a week.

All persons interested in said application may attend and be heard on the application.

In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk, preferable no later than five days before the hearing.

The City Clerk may be contacted either by letter at 109 E. Olive St, Bloomington, IL 61701, email at cityclerk@cityblm.org, or by telephone at (309) 434-2240. The City Hall is equipped with a text telephone (TTY) that may also be reached by dialing (309) 829-5115.

_____
Cherry L. Lawson, C.M.C., City Clerk

Publication Date: December 1, 2018, Pantagraph Newspaper

CONSENT AGENDA ITEM NO. 7I

FOR COUNCIL: January 14, 2019

SPONSORING DEPARTMENT: City Clerk

SUBJECT: Consideration of a Change of Ownership Application for Roko's, Inc. d/b/a Pub I, located at 505 W. Market Street, currently holding a Tavern and Package Sales, All Types of Alcohol (TAP) liquor license, as requested by the City Clerk Department.

RECOMMENDATION/MOTION: The Change of Ownership Application for Roko's, Inc. d/b/a Pub I be approved.

STRATEGIC PLAN LINK: Goal 5. Great place - livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 5.d. Appropriate leisure and recreational opportunities responding to the needs of residents.

BACKGROUND: The Bloomington Liquor Commission met on December 11, 2018 to formally approve the Change of Ownership application for Roko's, Inc., d/b/a Pub I, located at 505 W. Market Street, which currently holds a Tavern and Package Sales, All Types of Alcohol (TAP) liquor license.

On December 11, 2018, Commissioners Tari Renner, Lindsey Powell, and Jim Jordan were present, as well as George Boyle, Asst. Corporation Counsel, Asst. Police Chief Greg Scott, and Ashley Lara, Legislative Assistant.

Barbara Rokos, Owner, appeared to request formal approval of a change of ownership following her husband's passing, which resulted in her becoming 100% owner. She confirmed that the change in ownership did not result in any operational changes.

Commissioner Powell made the motion for approval, which was seconded by Commissioner Jordan.

Ayes: Commissioners Powell, Jordan, and Renner.

Nays: None

Motion Carried.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, on December 1, 2018, public notice was published in the Pantagraph and

approximately 1 courtesy copies of the Public Notice were mailed to neighboring properties. The Agenda for the December 11, 2018 meeting of the Liquor Commission was placed on the City's website.

FINANCIAL IMPACT: This is a Change in Ownership. The current annual license fee for a RAPS liquor license is $2,950, which will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2019 Budget Book titled "Budget Overview & General Fund" on page 119.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By:	Ashley Lara, Legislative Assistant
Review By:	Leslie Yocum, Interim City Clerk
Financial & Budgetary Review By:	Chris Tomerlin, Budget Manager
Legal Review By:	George Boyle, Assistant Corporation Counsel

Recommended by:

Tim Gleason
City Manager

Attachments:

- Creation of New License Findings
- CLK 4B APPLICATION Pub I Change in Ownership TAP
- CLK 4C PHN Pub I Change in Ownership TAP

Chapter 6: Section 4B: Creation of New License – Findings

(a) Standard for Creation. The City Council shall not create a new liquor license unless it has previously found that the creation of such license is necessary for the public convenience of residents of Bloomington and is in the best interest of the City of Bloomington. (Ordinance No. 1981-18)

(b) Factual Criteria. In deciding whether creation of a new license is necessary, the City Council shall consider:

(1) The class of liquor license applied for;
(2) Whether most of the establishment's anticipated gross revenue will be from sale of alcohol or other resources;
(3) The character and nature of the proposed establishment;
(4) The general design, layout and contents of the proposed establishment;
(5) The location of the proposed establishment and the probable impact of a liquor establishment at that location upon the surrounding neighborhood or the City as a whole giving particular consideration to; (Ordinance No. 2004-2)

(a) the type of license(s) requested in the application;

(b) the nature of the proposed establishment; (Ordinance No. 2004-2)

(c) the location of the building of the proposed establishment in relation to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station with particular emphasis on its entrances/exits, windows and parking facilities; (Ordinance No. 2004-2)

(d) the hours of operation of the proposed establishment; (Ordinance No. 2004-2)

(e) the effect of live entertainment and/or amplified music in the proposed establishment upon persons in the surrounding area, particularly with respect to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station; (Ordinance No. 2004-2)

(f) signs and lights which are visible from the exterior of the proposed establishment;

(g) whether a Sunday license is being requested for the proposed establishment;

(h) the extent to which other businesses are licensed to sell alcoholic beverages at retail in the area under consideration;

(i) whether and what types of alcohol the applicant proposes to sell in single serving sizes for consumption off of the premises. (Ordinance No. 2004-2)

(6) The probable demand for the proposed liquor establishment in the City;
(7) The financial responsibility of the applicant;
(8) Whether the applicant, or (if the applicant is a partnership or corporation) whether any partner, officer or director of the applicant has ever held a liquor license and his or her performance as a licensee; (Ordinance No. 1977-69)
(9) Whether the applicant intends to furnish live entertainment in the establishment, and if so, the nature of such entertainment;
(10) Whether the applicant intends to obtain a dancing permit pursuant to Chapter 7 of Bloomington City Code;
(11) Whether the proposed establishment poses any problem to the Bloomington Police Department or Liquor Commissioner in the enforcement of City Ordinance or State and Federal Law;
(12) Whether a current City of Bloomington liquor license has been issued for the premises sought to be licensed in the application;
(13) Whether the premises complies with all pertinent health and safety codes applicable within the City of Bloomington;
(14) No license shall be created for, or maintained by, an establishment whose primary or major focus is video gaming. In determining whether an establishment's primary or major focus is video gaming, the following factors may be considered.

(a) The layout and design of the establishment, including such factors as:

1. The number of video gaming machines relative to the customer seating capacity of the establishment; and
2. The square footage of space devoted to video gaming relative to the amount of space devoted to other activities;

(b) Whether the probable revenue derived from the establishment will be primarily from video gaming;
(c) The number of employees at the establishment and their proposed function;
(d) Other relevant factors. (Ordinance No. 2013-13)

(15) The recommendation of the Liquor Commission. (Ordinance No. 2013-13)

(c) All licenses created hereby are subject to issuance by the Mayor in his discretion as provided in 235 ILCS 5/4-4 and Section 37 of this Chapter. (Ordinance No. 2013-13)

OFFICE USE ONLY

Submittal Date: 11.19.18

Renewal Type (A, SA, Q): Q

Business ID: 3049 **Class:** TAP

Staff Initials: alana

CITY OF Bloomington ILLINOIS

Emergency Call-In Listing

PLEASE FILL IN YOUR BUSINESS INFORMATION CLEARY AND COMPLETELY.

Individual/Partnership/Corporation/LLC:	Rokos Inc
Doing Business As (D/B/A):	Pub I
Business Address:	505 W. Market
City/State:	Bloomington IL
Zip Code:	61701
Business Phone Number:	309-829-9924
Business Email Address:	bjrokos@yahoo.com

Please list those responsible for **License Renewals** and **Building Security** for the above establishment. Also, list the **Building Owner** information. *At least one person must live within McLean County.*

License Renewals

Name: Barbara Rokos **Phone Number:** [redacted]

Address: [redacted]

Name: Lucus Rokos **Phone Number:** [redacted]

Address: [redacted]

Building Security

Name: Barbara Rokos **Phone Number:** [redacted]

Address: [redacted]

Building Owner Name: Barbara Rokos **Phone Number:** [redacted]

Address [redacted]

Liquor License Application Questionnaire

TO THE APPLICANT:

On August 28, 1972, the Bloomington City Council enacted Ordinance No. 1972-57, revising standards for issuance of liquor licenses. The Ordinance, in addition to providing for an increase in the number of licenses, reflected a change in public attitude toward liquor licenses. Rather than lucrative privileges to be bought or sold, they are viewed as potential tools for community development, which can be an asset to the community. Consequently, licenses will be approved, not as a matter of right, but only where a need can be shown to exist and where the issuance of a license for a particular kind of establishment is supportive of and consistent with sound community planning. The following questions and the answers thereto can be of significant value in allowing the Liquor Commission to make an intelligent assessment of your application. Your cooperation in completing it as fully and in as much detail as possible is appreciated.

The questions in the Questionnaire apply equally to yourself and any partner, or any officer or director of a corporation. If more space is needed to answer any question completely, use additional paper.

LEGAL REQUIREMENTS: *(Please Circle)*

(Y) / N	Have you attained the age of 21 years?	Y / (N)	Have you ever had a Bloomington liquor license revoked for any cause?
(Y) / N	Have you been a resident of the City of Bloomington for one year?	(Y) / N	Are you eligible for a state retail liquor dealer's license? Currently have one
(Y) / N	Are you a citizen of the United States?	Y / (N)	Is the manager of the establishment ineligible to hold a liquor license for any reason other than citizenship or residence?
(Y) / N	Are you a person of good character and reputation?	Y / (N)	Have you ever been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor?
(Y) / N	Do you own or have a valid lease to the premises for which the license is sought?	Y / (N)	Have you ever been convicted of a felony under the laws of the United States or any state?
Y / (N)	Have you ever been convicted of being the keeper, or are you now the keeper of a house of prostitution?	Y / (N)	Is a holder of over 5% of corporate stock ineligible to hold a liquor license for any reason other than citizenship or residence? *(If applicant is a corporation)*
Y / (N)	Have you ever been convicted of pandering or any other crime opposed to decency and morality?	Y / (N)	Is the establishment located within 100' of any church, school, hospital, home for aged or indigent persons or war veterans, their wives or children?

NATURE OF LICENSE:

1. What class liquor license are you seeking? *(Please read descriptions below)* TAP

TYPE	DESCRIPTION
CA	Clubs – All Types of Liquor
CB	Clubs – Beer and Wine Only
EA	Entertainment/Recreational Sports Venue – All Types of Liquor
EB	Entertainment/Recreational Sports Venue – Beer and Wine Only
GPA	Convenience Store – All Types of Liquor
GPB	Convenience Store – Beer and Wine Only
PA	Package Sales – All Types of Liquor
PB	Package Sales – Beer and Wine Only
RAP	Restaurant & Package Sales – All Types of Liquor
RA	Restaurant – All Types of Liquor
RB	Restaurant – Beer and Wine Only
TAP	Tavern & Package Sales – All Types of Liquor
TA	Tavern – All Types of Liquor
TB	Tavern – Beer and Wine Only
W	Catering – Beer and Wine Only (SALE OF ALCOHOL NOT PERMITTED)
S	Sunday Sales

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

3. State the significance of a liquor license to your establishment, present or future: Current license has been held since 1973 want to continue business as is.

4. How will a liquor license of the kind requested benefit the City of Bloomington and its residents? Continue serving clientele as we have since 1973.

5. Upon what facts do you base your answers to the previous question? 45 years of experience which has been done in a safe & legal manor.

6. Do you intend to furnish live entertainment in the establishment to be licensed? ***(Please Circle)*** Y (N)

a. If you answered "YES" to the previous question, state the nature of such entertainment: _____

7. Will most of the establishment's gross revenue come from sources other than sale of alcohol? ***(Please Circle)*** Y /(N)

a. If you answered "YES" to the previous question, from what sources will such revenue be derived? _____

8. Do you intend to obtain an additional license for any of the following *(please circle)*:

Y /(N) Public Dancing*

Y /(N) Tobacco*

Y /(N) Amusement* (If yes, which type: _____)

Y /(N) Miscellaneous* (If yes, which type: _____)

*ALL ADDITIONAL LICENSES REQUIRE ADDITIONAL APPLICATION PER LICENSE TYPE.

AMUSEMENT

Type	Description
Auto Amusement Devices	Any machine or device which upon the insertion of a coin or slug operates or may be operated as a game or contest of skill or amusement of any description.
Musical Devices	A mechanical Victrola, a mechanical piano, or any other mechanical musical instrument, the operation of which may be governed or controlled by the deposit of a coin or token therein, so that the person inserting the coin or token can cause the device to reproduce a selected musical piece.
Theatre	Any place within the corporate limits of the City wherein any show, moving picture, theatrical exhibition, amusement, or entertainment is shown, exhibited, or staged and for which an admission charge is made.

MISCELLANEOUS

Type	Description
Sidewalk Cafe	The use of public sidewalk by a food service establishment for the serving of food and beverages on the sidewalk immediately adjacent to the food service establishment, which use will be characterized by the sidewalk use of tables, and chairs and umbrellas.
Video Gaming	Currently Not Available; See City Code Chapter 7 Article XIII

IMPACT OF ESTABLISHMENT:

1. State the location of your establishment:
   Address: 505 W. Market City/State: Bloomington IL Zip Code: 61701

2. What hours will the establishment be open?

   Monday: 3-1 Tuesday: 3-1 Wednesday: 3-1

   Thursday: 3-1 Friday: 3-2 Saturday: 3-2 Sunday: X

3. What type or types of building(s) adjoin the establishment? None

   a. If any adjoining buildings are office or commercial, approximately what hours are they open for business? _____

   b. If adjoining buildings are predominately residential, are they single or multi- family and what other business establishments are in the area? _____

4. Describe streets immediately adjoining the establishment (e.g. approximate width, one or two-way, parking restrictions, etc.): Market Street
   OAK Street 2 lanes

5. How much additional traffic do you expect the establishment with a liquor license to generate? Currently have establishment open No Additional traffic

6. Describe on and off street parking facilities to handle traffic anticipated: None needed

7. How many establishments with liquor licenses are located within the immediate area of your establishment? 1

8. What do you estimate to be the demand for your establishment in the area in which it is or will be located? You Currenly have that information

a. Upon what facts do you base your answer to the previous question? Sale tax records

RESPONSIBILITY:

1. If establishment *is presently in operation*, **attach a financial statement** of the establishment's last fiscal year.

2. If establishment *is not presently in operation*, **attach a statement** showing your **assets and liabilities** (or if a corporation, the assets and liabilities of the corporation).

3. Do you now or have you ever had a Bloomington liquor license? Yes [X] No [ ]

   a. If you answer to the previous question is "YES", how many times have you been found guilty by the Bloomington Liquor Commission of violating Bloomington's liquor ordinance? 1 - 1976 selling pepsi to a minor

DATED this 18th day of November, 20 18.

SIGNED:

Barbara Rokos
Name

[redacted]
Signature

President
Title

[redacted]
City/State/Zip Code

Printed Name

Signature

Title

Address

City/State/Zip Code

Application for the Sale of Alcoholic Beverages

This application is being submitted as:

[ ] A New Application [X] Renewal (Change to Original Application)

To the Local Liquor Control Commissioner of the City of Bloomington, Mclean County, Illinois:

1. Application is herein made a CLASS TAP LICENSE to sell Malt Vinous Beverages, pursuant to Chapter 6 of the Bloomington City Code 1960.

2. The undersigned applicant is (Check One):

[ ] an Individual [ ] a Partnership [X] a Corporation

A. If an **Individual**:

Name: _____ Age: _____

Address: _____ City/State/Zip Code: _____

Have you been a legal resident of City of Bloomington for more than One (1) year?

Yes [ ] No [ ]

B. If a **Partnership**:

Following are the names of all partners who are entitled to share in any profit of the business:

Name: _____ **Age:** _____

Address: _____ **City/State/Zip Code:** _____

Have you been a legal resident of City of Bloomington for more than One (1) year?
Yes [ ] No [ ]

Name: _____ Age: _____

Address: _____ City/State/Zip Code: _____

Have you been a legal resident of City of Bloomington for more than One (1) year?
Yes [ ] No [ ]

C. If a **Corporation**:

Date of Incorporation: 1973

State whether same is organized for **profit** [X] or **nonprofit** [ ], under laws of the State of Delaware.

(Attach objects of Incorporation according to the Charter of Corporation.)

The following are the names and addresses of all officers and directors of the said corporation and if the majority of stock is owned by one person, name and address:

Name: Barbara Rokos Title: President

Address [redacted]

Name: Lucas Rokos Title: Vice Pres/Sec/Treas

Address [redacted]

Name: _____ Title: _____

Address: _____ City/State/Zip Code: _____

Name: _____ Title: _____

Address: _____ City/State/Zip Code: _____

3. Location and description of the premises or place of business to be operated under this license: 505 W. Market Bloomington IL 61701

   a. Trade Name: Pub I

Please answer the following questions by circling Y (yes) or N (no).

Y / (N) Is this a location within 100 feet of any church, school, hospital, home of aged, or indigent persons, or for War Veterans, their wives, or children?

Y / (N) Does the place of business have access to any other portion of the same building or structure which is used for dwelling or lodging purposes, and which is permitted to be used or kept accessible for use by the public?

Y / (N) Is it proposed to sell food in this place of business?

Y / (N) Is applicant or any partner, officer, director, or majority stockholder engaged in the business of manufacturing or bottling malt vinous beverages or is the agent or any such person or corporation, or is a jobber of malt or vinous beverages?

Y / (N) Has applicant, or any partner, officer, director, or majority stockholder ever been convicted of a felony, or of the violation of any law relating to the prohibition of the sale of intoxicating liquors, or any other crime or misdemeanor, (other than minor traffic violations)? **If yes, fully explain:** _____

_____

_____

Y / (N) Has any other license issued to individual applicant, or to any partner, officer, director, or majority stockholder, issued for sale of alcoholic beverages, ever been revoked? **If yes, give further details:** _____

_____

_____

Y / (N) Has a similar application ever been refused for cause that has been made by any of the foregoing persons?

(Y) / N Is the applicant herein, the owner of the premises for which this license is sought?
If no, the information of the building owner:

Name: _____ Term of Lease: _____ to _____

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

Y (N) Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code 1960 in connection with the proposed sale of alcoholic beverages?

Please take this time to provide any additional information you would like to include with your application: This establishment has been in business currently at this location since 1973 - We have provided A safe Environment for our patrons And have abided By all of the rules & regulations Put forth by the city of Bloomington and State of Illinois.

Applicants and each of them jointly and severally, including all partners, officers, directors, or majority stockholders, hereinafter named and whose signatures are affixed to this application, agree and acknowledge that they and each of them fully understand that any license issued hereunder may be revoked in accordance with the Ordinance of this City.

DATED this 19 day of November, 20 18

A. Individual

Printed Name _____ Signature _____

B. Partnership

Business Name _____

Printed Name of Partner _____ Signature of Partner _____

Printed Name of Partner _____ Signature of Partner _____

Printed Name of Partner _____ Signature of Partner _____

C. Corporation

Rokos Inc
Corporate Name

Barbara Rokos
President of Company (Print Name)

[redacted]
President of Company (Signature)

[redacted]
Secretary

And the following officers, directors or majority stockholders:

_____ _____

_____ _____

NOTARY ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

Being first duly sworn on their respective oaths say that they comprise of all the owners, partners, officers, directors, or majority stockholders of the above name applicant in accordance with definitions of the Bloomington City Code; that they and each of them have read and signed the foregoing application for license, know the contents thereof, and that all the statements made therein are true.

This application was acknowledged before me on this 19 day of November, 20 18, who deposes and says that he/she has read the foregoing application subscribed by him/her, and that the matters stated herein are true to the best of his/her knowledge and belief.

Deborah Parker
Notary Public

My Commission Expires: 2/1/2020

"OFFICIAL SEAL"
DEBORAH PARKER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2/1/2020

ROKOINC-CL CCRUZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/15/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Clemens & Associates, Inc. 2806 E Empire Bloomington, IL 61704	PHONE (A/C, No, Ext): (309) 662-2100	FAX (A/C, No): (309) 662-2134
	E-MAIL ADDRESS: cmcruz@clemensins.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Westfield Companies	24112
INSURER B : RLI Surety Division	13056
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Rokos Inc.
505-507 W. Market St
Bloomington, IL 61701

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			[redacted]	02/28/2018	02/28/2019	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 1,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				05/28/2017	05/28/2018	PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
B	Liquor Bond				03/13/2018	03/13/2019	Limit	2,000
A	Liquor Liability				02/28/2018	02/28/2019	Limit	1,000,000

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

CERTIFICATE HOLDER

City of Bloomington
109 E Olive Street
Bloomington, IL 61701

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Frank Niepagen

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The ACORD name and logo are registered marks of ACORD

National Bond Center
350 E. 96th Street
Indianapolis, Indiana 46240
+1 (888) 8442663 Fax: +1 (866) 5474883

CONTINUATION CERTIFICATE

To be attached to and form a part of surety bond number [redacted] (the "Bond"), cross reference bond number [redacted], for CITY OF BLOOMINGTON, LIQUOR LICENSE COMPLIANCE

dated the 1st day of February, 1998, in the penal sum of $ 2,000.00 issued by American States Insurance Company as surety (the "Surety"), on behalf of PUB 1 DBA ROKOS INCORPORATED as principal (the "Principal"), in favor of CITY OF BLOOMINGTON, as obligee (the "Obligee").

The Surety hereby certifies that this Bond is continued in full force and effect until the 1st day of February, 2019, subject to all covenants and conditions of said Bond.

Said Bond has been continued in force upon the express condition that the full extent of the Surety's liability under said Bond, and this and all continuations thereof, for any loss or series of losses occurring during the entire time the Surety remains on said Bond, shall in no event, either individually or in the aggregate, exceed the penal sum of the Bond.

IN WITNESS WHEREOF, the Surety has set its hand and seal this 3rd day of November, 2017

American States Insurance Company
(Surety)

By: Timothy A. Mikolajewski

Timothy A. Mikolajewski
Assistant Secretary - Liberty Mutual Surety

AMERICAN STATES INSURANCE COMPANY INCORPORATED 1929 INDIANA

CLEMENS AND ASSOCIATES INC
PO BOX 5190
BLOOMINGTON, Illinois 61702
309-662-2100

Liberty Mutual Surety

National Bond Ctr
350 E. 96th Street
Indianapolis, IN 46240
888-844-2663 Fax: 866-547-4883

CLEMENS AND ASSOCIATES INC
PO BOX 5190
BLOOMINGTON, Illinois 61702

Agent Telephone: 309-662-2100

Bond Number: [redacted]

Cross Reference:

PUB 1 DBA ROKOS INCORPORATED
505 W MARKET STREET 507
BLOOMINGTON, Illinois 61701-3841

We appreciate having you as a Liberty Mutual customer and we would like to thank you for allowing us to serve your bonding needs. This letter is to confirm Liberty Mutual Surety has received payment for your renewing bond.

The effective date of your renewing bond begins: February 1, 2018

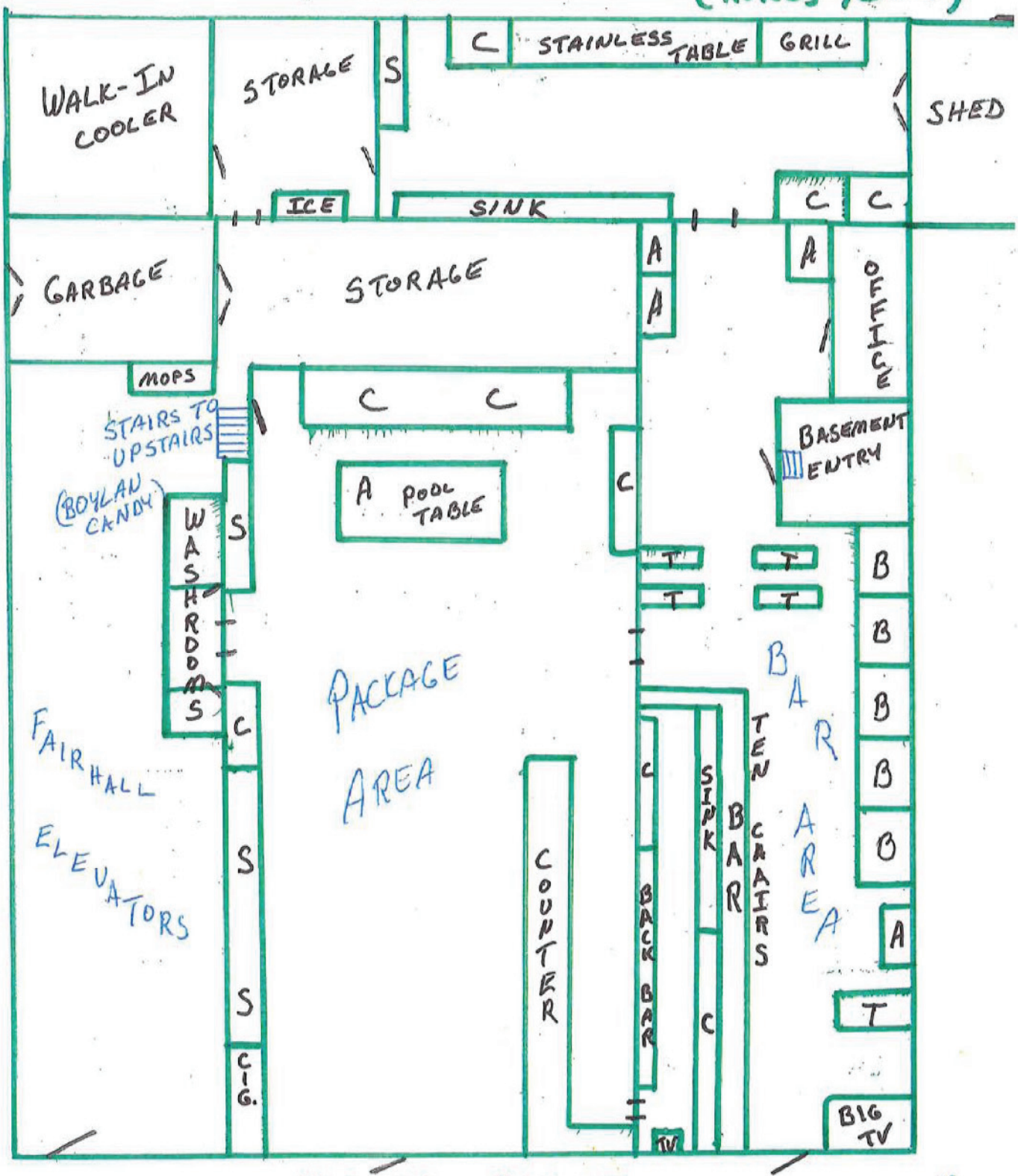
Please review the enclosed documents for accuracy. You must remit the original of the Renew By Certificate and any supporting documents required to your obligee.

If you have any questions regarding this bond or would like to discuss your future bond needs, please contact your Liberty Mutual agent.

Again, thank you for entrusting us with your bonding needs.

Sincerely,
National Bond Center

PUB I (ROKOS, INC.)



505 W. MARKET

/ = DOORWAYS

T = TABLE + 4 CHAIRS

B = BOOTHS FOR (4)

C = COOLING

A = AMUSEMENT EQPT.

S = SHELVES

+ + = ENTRY / NO DOORS

CIG. = TOBACCO MACH.

N

W E

S

exp. 12/20

Certificate of Completion

American Safety Council

BARBARA ROKOS

Has diligently and with merit completed the

On-Premise BASSET Alcohol Certification on 12/12/2017

from the American Safety Council.

Jeff Pairan

ILLINOIS LIQUOR CONTROL COMMISSION

100 W. Randolph Street, Suite 7-801 - Chicago, IL 60601

BEVERAGE ALCOHOL SELLERS AND SERVERS EDUCATION AND TRAINING [BASSET] CARD

Date of Certification: 5/19/2017 Expires: 5/19/2020

Trainer's IL Liquor License Number: [redacted]

LUKE ROKOS

3144 FIRE FLY

NORMAL IL 61761

****Card is not transferrable****

exp 05/20

exp 12/20

Certificate of Completion

American Safety Council

GARY PRICE

Has diligently and with merit completed the

On-Premise BASSET Alcohol Certification on 12/28/2017

from the American Safety Council.

Jeff Pairan

File Number [redacted]

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

ROKOS, INC., INCORPORATED IN DELAWARE AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON JANUARY 31, 1973, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 15TH *day of* NOVEMBER *A.D.* 2018 .

Authentication #: [redacted] verifiable until 11/15/2019
Authenticate at: http://www.cyberdriveillinois.com

Jesse White

SECRETARY OF STATE

STATE OF ILLINOIS

[redacted]

EXPIRES Feburary 28, 1974

ISSUED February 8, 1973

R [redacted]

THIS LICENSE
NOT TRANSFERABLE
AS TO PRINCIPAL

ANNUAL FEE $50.00

This Certifies that

• Rokos, Inc.
• 505 West Market Street
• Bloomington 61701
•
•

Donald G. Adams
CHAIRMAN

COMMISSIONERS

Attest:

SECRETARY

HAS PAID THE REQUIRED FEE AND IS HEREBY ISSUED A

RETAILER LICENSE

UNDER AN "ACT RELATING TO ALCOHOLIC LIQUORS"
IN FORCE FEBRUARY 1, 1934 AS AMENDED
BY THE
ILLINOIS LIQUOR CONTROL COMMISSION
SPRINGFIELD

mp

THIS LICENSE MUST BE DISPLAYED IN PLAIN VIEW IN A CONSPICUOUS PLACE ON THE LICENSED PREMISES, IN ACCORDANCE WITH THE PROVISIONS OF THE ACT.

L. C. 51 (6-72)

CERTIFICATION OF DEATH RECORD

MCLEAN COUNTY HEALTH DEPARTMENT
BLOOMINGTON, ILLINOIS
MEDICAL CERTIFICATE OF DEATH

STATE FILE NUMBER 2018 0070385 **DATE ISSUED** 8/31/2018

DECEDENT'S LEGAL NAME: JOHN J ROKOS		SEX: MALE	DATE OF DEATH: AUGUST 30, 2018
COUNTY OF DEATH: MCLEAN	AGE AT LAST BIRTHDAY: 70 YEARS	DATE OF BIRTH: AUGUST 02, 1948	
CITY OR TOWN: NORMAL	HOSPITAL OR OTHER INSTITUTION NAME: ADVOCATE BROMENN REGIONAL MEDICAL CENTER		
PLACE OF DEATH: INPATIENT			
BIRTHPLACE: CHICAGO, IL	SOCIAL SECURITY NUMBER: 319-40-3367	STATUS AT TIME OF DEATH: MARRIED	SURVIVING SPOUSE/CIVIL UNION PARTNER'S MAIDEN NAME: BARBARA A SIRON / EVER IN U.S. ARMED FORCES? NO
RESIDENCE: 708 S MERCER AVENUE	APT. NO.	CITY OR TOWN: BLOOMINGTON	INSIDE CITY LIMITS? YES
COUNTY: MCLEAN	STATE: IL	ZIP CODE: 61701	FATHER/CO-PARENT'S NAME PRIOR TO FIRST MARRIAGE/CIVIL UNION: ROBERT ROKOS / MOTHER/CO-PARENT'S NAME PRIOR TO FIRST MARRIAGE/CIVIL UNION: ELLIE SVEJNOHA
INFORMANT'S NAME: BARBARA A ROKOS	RELATIONSHIP: WIFE	MAILING ADDRESS: 708 S MERCER AVENUE, BLOOMINGTON, IL, 61701	
METHOD OF DISPOSITION: CREMATION	PLACE OF DISPOSITION: CARMODY-FLYNN CREMATORY	LOCATION - CITY OR TOWN AND STATE: BLOOMINGTON, IL	DATE OF DISPOSITION: AUGUST 31, 2018
FUNERAL HOME: CARMODY-FLYNN FUNERAL HOME, 1800 EASTLAND DRIVE, BLOOMINGTON, IL, 61704			
FUNERAL DIRECTOR'S NAME: JODELL A JARMAN		FUNERAL DIRECTOR'S ILLINOIS LICENSE NUMBER: 034015661	
LOCAL REGISTRAR'S NAME: CAMILLE K RODRIGUEZ		DATE FILED WITH LOCAL REGISTRAR: AUGUST 31, 2018	

CAUSE OF DEATH PART I.

IMMEDIATE CAUSE (Final disease or condition resulting in death)

a. ACUTE MYELOID LEUKEMIA

Due to (or as a consequence of):

b.

Due to (or as a consequence of):

c.

Due to (or as a consequence of):

APPROXIMATE INTERVAL BETWEEN ONSET AND DEATH: 4 YEARS

PART II. Enter other ***significant conditions contributing to death*** but not resulting in the underlying cause given in PART I.

WAS AN AUTOPSY PERFORMED? NO

WERE AUTOPSY FINDINGS USED TO COMPLETE CAUSE OF DEATH? N/A

FEMALE PREGNANCY STATUS: NOT APPLICABLE		MANNER OF DEATH: NATURAL	
DATE OF INJURY	TIME OF INJURY	PLACE OF INJURY	INJURY AT WORK?
LOCATION OF INJURY			
DESCRIBE HOW INJURY OCCURRED:		IF TRANSPORTATION INJURY, SPECIFY:	
ATTEND THE DECEASED? NO	DATE LAST SEEN ALIVE: UNKNOWN	WAS MEDICAL EXAMINER OR CORONER CONTACTED? YES	DATE PRONOUNCED / TIME OF DEATH: 02:03 PM
CERTIFIER: PHYSICIAN		DATE CERTIFIED: AUGUST 31, 2018	
NAME, ADDRESS AND ZIP CODE OF PERSON COMPLETING CAUSE OF DEATH: PRAMERN SRIRATANA MD, 407 E VERNON AVENUE, NORMAL, ILLINOIS, 61761		PHYSICIAN'S LICENSE NUMBER: 036.050943	

McLean County Health Department
Partners in Prevention

This is to certify that this is a true and correct copy from the official death record filed with the Illinois Department of Public Health.

Camille Rodriguez

Signature McLean County Registrar

McLean County Health Department
Partners in Prevention

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

STATE OF ILLINOIS

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT

MCLEAN COUNTY – IN PROBATE

FILED
McLEAN
OCT 10 2018
CIRCUIT CLERK

Estate of)
)
)
JOHN J. ROKOS)
)

No. [redacted]

LETTERS OF OFFICE - DECEDENT'S ESTATE

BARBARA ANN ROKOS has been appointed EXECUTOR of the estate of JOHN J. ROKOS, deceased, who died AUGUST 30TH, 2018 and is authorized to take possession of and collect the estate of the decedent, and to do all acts required of her by law.

Witness, OCTOBER 10TH, 2018

SEAL

DON R. EVERHART, JR.

By LINDSEY GRAHAM

CERTIFICATE

I certify that this is a copy of the letters of office now in force in this estate.

October 10th, 2018

SEAL

Don R. Everhart Jr.

B [redacted]

Name: PATRICK R. COX

Attorney for: EXECUTOR

Address: 202 NORTH CENTER STREET

City: BLOOMINGTON, ILLINOIS 61701

Telephone: (309) 828-7331

CITY OF BLOOMINGTON
PUBLIC HEARING NOTICE

On Tuesday, December 11, 2018 at 4:00 p.m., in the Council Chambers located at 109 E. Olive St, the Bloomington Liquor Commission will hold a Public Hearing on the Change of Ownership Application of Roko's, Inc., d/b/a Pub 1 located at 505 W. Market Street; Bloomington, requesting a Tavern and Package Sales of All Types Sales (TAP) liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises six (6) days a week.

All persons interested in said application may attend and be heard on the application.

In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk, preferable no later than five days before the hearing.

The City Clerk may be contacted either by letter at 109 E. Olive St, Bloomington, IL 61701, email at cityclerk@cityblm.org, or by telephone at (309) 434-2240. The City Hall is equipped with a text telephone (TTY) that may also be reached by dialing (309) 829-5115.

_____
Cherry L. Lawson, C.M.C., City Clerk

Publication Date: December 1, 2018, Pantagraph Newspaper

REGULAR AGENDA

REGULAR AGENDA ITEM NO. 8A

FOR COUNCIL: January 14, 2019

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of (1) an Agreement with ACE Sign Company for the construction and installation of Wayfinding Signage and Gateways in Downtown Bloomington, in an amount up to $580,080, depending upon the award option chosen and (2) an Ordinance amending the Fiscal Year 2019 Budget, in an amount up to $330,080, depending upon the award option chosen for Wayfinding Signage and Gateways Agreement, as requested by the Public Works Department.

RECOMMENDATION/MOTION: (1) The Agreement with ACE Sign Company for the construction and installation of Wayfinding Signage and Gateways in Downtown Bloomington, in an amount up to $580,080, depending upon the award option chosen, and the City Manager and Interim City Clerk be authorized to execute the necessary documents; and (2) The Ordinance amending the Fiscal Year 2019 Budget, in an amount up to $330,080, depending upon the award option chosen for Wayfinding Signage and Gateways Agreement be adopted, and the Mayor and Interim City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 1. Financially Sound City Providing Quality Basic Services; Goal 2. Upgrade City Infrastructure and Facilities; Goal 4. Strong Neighborhoods; Goal 5. Great Place - Livable, Sustainable City; Goal 6. Prosperous Downtown Bloomington

STRATEGIC PLAN SIGNIFICANCE: Objective 1c. Engaged residents that are well-informed and involved in an open governance process; Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service; Objective 4d. Improved neighborhood infrastructure; Objective 5a. Well-planned City with necessary services and infrastructure; Objective 5b. City decisions consistent with plans and policies; Objective 5e. More attractive city: commercial areas and neighborhoods; Objective 6a. More beautiful, clean Downtown area; Objective 6b. Downtown Vision and Plan used to guide development, redevelopment and investments; Objective 6c. Downtown becoming a community and regional destination.

BACKGROUND: Public Works is recommending approval of an agreement with ACE Sign Company for the construction and installation of Wayfinding Signage and Gateways in Downtown Bloomington, in an amount up to $580,080, depending upon the award option chosen by Council. Public Works is also recommending that an ordinance be adopted amending the Fiscal Year 2019 Budget in an amount up to $330,080, depending upon the award option chosen by the Council, to finance the Wayfinding Signage and

Gateways agreement. Initially, staff planned to group projects into biddable portions and award contracts in FY 2018, FY 2019, and FY 2020. Anticipating this approach, staff budgeted and planned for $250,000 in each of the three fiscal years, for a total of $750,000. The first portion of the project was designed and bid in FY 2018 (wayfinding), but Staff received no bids for that portion of the bid in FY 2018 leaving $196,928.90 in the Capital Improvement Fund, fund balance. Staff and the Downtown Signage Committee combined biddable portions of the work in FY 2019 to encourage interest in the project.

With the most recent bidding process, staff combined both portions previously separated into FY 2018 and FY 2019 packages into one bid package with two Additive Alternates (see below for details). Since the unsuccessful FY 2018 bid letting occurred in April 2018, it was too late in the FY 2019 budget process to increase the FY 2019 budget by the amount not utilized in FY 2018. Therefore the budgeted amount for FY 2019 is currently $250,000.

Staff presents three (3) options to Council for the award:

1) Award the Full Bid: This option will allow the completion of the entire project as envisioned and developed by the Downtown Signage Committee and the public during the various public involvement activities during the development of the project. It will also allow the purchase of various "spare part" components discussed below in Additive Alternate 2 to simplify future maintenance of the signs. A summary of the anticipated work items and quantities for this award option can be found on the attached Bid Tabulation. For this award, the budget amendment will add $330,080.00 to the FY 2019 budget from the Capital Improvement Fund, fund balance, for a total revised FY 2019 amount for this project of $580,080.00.

2) Award Based on FY 2018 (not encumbered/remained in Capital Improvement Fund, fund balance) and FY 2019 Budget Amount: Following the opening of the bids, the Downtown Signage Committee met and discussed a recommendation for award. At this meeting, it was assumed that the funding available was limited to $446,928.90 (the total of the FY 2018 unused budgeted amount and the FY 2019-budgeted amount). Under this funding scenario, the Committee voted to recommend to Council an award that prioritized the Gateway Arch and Pedestrian Map Directories over the LED Gateway Monuments. As a result, with this award option, the Downtown Gateway Monuments planned at Main and Olive (for traffic from the south) and at Market and Center (for traffic from the north and west) will be removed from the project. This option will award all of the Base Bid along with portions of Additive Alternate 1 (Gateway Arch and Pedestrian Map Directory with Community Event Panel) and reduced quantities of Additive Alternate 2 ("spare parts" for future maintenance). A summary of the anticipated work items and revised quantities for this award option is attached. For this award, the budget amendment will add $196,810.00 to the FY

2019 budget from the Capital Improvement Fund, fund balance, for a total revised FY 2019 amount for this project of $446,810.00.

3) Award the Base Bid only: This option minimizes the additional allocation required for FY 2019 by reducing the project to the directional wayfinding and secondary gateway signage as detailed in the Base Bid description below. With this award option, the Downtown Gateway Monuments planned at Main and Olive (for traffic from the south) and at Market and Center (for traffic from the north or west) will not be installed. Pedestrian Map Directory Signs planned by the Lincoln and Market Parking Decks will not be installed. The Downtown Gateway Arch on Center just south of Locust will not be installed. Finally, there will not be any "spare parts" for future maintenance purchased. A summary of the anticipated work items and quantities for this award option can be found under the Base Bid section below and on the attached Bid Tabulation. For this award, the budget amendment will add $106,520.00 to the FY 2019 budget from the Capital Improvement Fund, fund balance, for a total revised FY 2019 amount for this project of $356,520.00.

For bidding, the work was separated into a Base Bid with two separate Additive Alternates. The Base Bid consisted of the single pole, core wayfinding signage: Downtown single and double panel wayfinding signage, parking directional signage, pathfinder signage (signs placed outside Downtown on Veteran's Parkway, south Main Street, etc. directing to Downtown), and the smaller secondary gateway signage (placed on smaller streets such as Washington).

Additive Alternate 1 consisted of the various gateway components including the LED primary gateways, the gateway arch, a non-LED primary gateway option, and the pedestrian map sign with a community events bulletin board option. This Additive Alternate was setup to establish bid prices for multiple configurations of gateways that could allow the project award to be reduced if needed to meet the available budget.

Additive Alternate 2 consisted of various "spare part" components that would not be installed, but that would be materials to be furnished to the City for use during future maintenance of the signs. This would allow for the quick replacement by City Staff of signs and/or posts that become damaged. This would also guarantee that the replacement parts are compatible with and aesthetically match those installed originally with this project. This Additive Alternate was also setup to be awarded in whole, in part, or not at all depending on available budget.

A visual representation of each of the signs, their locations, and their associated portion of the bid breakdown is attached.

City staff received bids for wayfinding signage and gateways for Downtown Bloomington until 2:00p.m. Monday, December 17, 2018, in the Office of the City Clerk. Staff received a total of two (2) bids and opened them at City Hall in the council chambers conference room. A bid tabulation is attached. The City received the following bids:

	ACE Sign Co.	Prairie Signs, Inc.	Engineer's Estimate
Base Bid	**$356,520.00**	$501,629.00	$130,700.00
*Base Bid Adjusted for Local Preference:		$486,580.13	
Additive Alternate 1	**$153,160.00**	*$247,117.00* **	$346,000.00
*Add. Alt. 1 Adjusted for Local Preference:		*$239,703.49* **	
Additive Alternate 2	**$70,400.00**	*$57,960.00* **	$80,000.00
*Add. Alt. 1 Adjusted for Local Preference:		*$56,221.20* **	
Summary for Comparison*:			
Total Base Bid	**$356,520.00**	$486,580.13	$130,700.00
Total Base + Add. Alt 1	**$509,680.00**	*$726,283.62* **	$476,700.00
Total Base + Add. Alt 2	**$426,920.00**	*$542,801.33* **	$210,700.00
Total Base + Add. Alt 1 & 2	**$580,080.00**	*$782,504.82* **	$556,700.00
	LOW BIDDER		

* Prairie Signs, Inc. is a Local Bidder as defined in the City's Local Preference Purchasing Policy. For the purposes of comparison and consideration in the contract award, an adjustment of 3% up to a maximum of $30,000 is applied (total bid between $250,000.01 and $1,000,000.00).

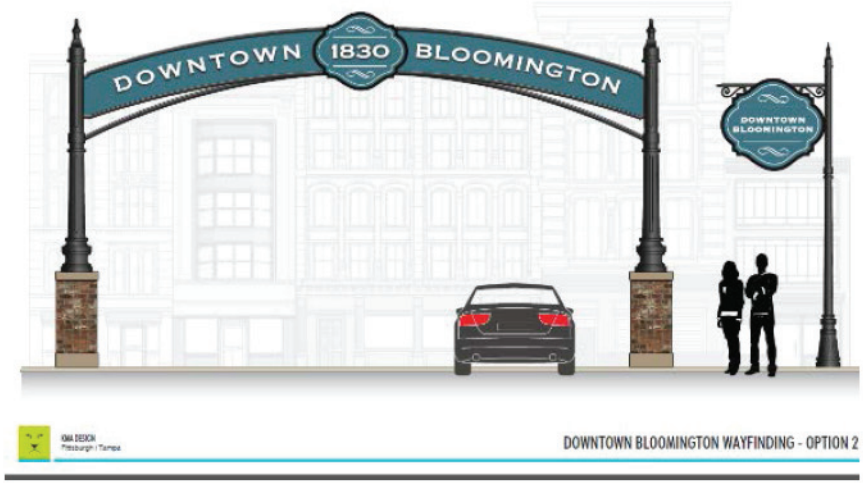
** One bidder, Prairie Signs, Inc., failed to include bid prices for two of the items in Additive Alternate 1 and one of the items in Additive Alternate 2. Totals provided represent the summary of the prices for the items received.

Timeline

On August 24, 2015, the Bloomington City Council adopted the 2035 Comprehensive Plan, which was developed from an intensive community engagement process. The Plan identifies Downtown Bloomington as a core attraction for employment, specialty retail, innovative mixed uses, and cultural and entertainment uses. The Plan highlights many strengths of Downtown Bloomington including its history, architecture, and nightlife. However, a salient theme emerged during the outreach process: *there is a clear lack of understanding in the community regarding the boundaries of Downtown.* The Plan recommends unified marketing and branding for the Downtown district and the creation of signage and wayfinding installations.

On August 22, 2016 the City Council approved a contract with Kerestes Martin Associates Inc. (aka KMA Design), a reputable design firm from Pittsburg, PA, in the amount of $62,190.00 (Purchase Order # 20170182) to provide wayfinding and branding design services focused on improving navigation to and around Downtown Bloomington. The Downtown Signage Committee along with City staff has met numerous times working with the consultant to develop a plan for wayfinding, branding and gateways for the downtown. KMA Design surveyed residents and determined strategic locations for wayfinding signage and gateway installations. The survey results aligned with the findings from the Comprehensive Plan specifically the need for a unified, clear message. Additionally, the survey reinforced Downtown Bloomington's biggest strengths as its history, architecture, nightlife and arts scene.

On September 27, 2016, KMA Designs held a public meeting and open forum at the Bloomington Center for the Performing Arts. KMA also distributed surveys at the meeting and online. 70 residents and visitors responded to the survey. On November 1, 2017 another open house public meeting was held at the McLean County Museum of history to gather additional feedback on the three conceptual designs. In addition, the three options were on display at City Hall, Illinois Wesleyan University, The Snyder Companies main office, and the Monroe Building/Fox and Hounds public lobby during the month of November. This information was also made available on the City's website, where people could vote on their preferred option. The final results showed support for the historical option with a teal background color.



On December 11, 2017, KMA Design presented the results and a proposal to use a rendering of Option 2 with a brick base rather than a stone base. In addition, internal lighting would be added to the archway sign to increase visibility. These recommendations are based on the feedback received during the public input period as well as the recommendation from the Downtown Signage Committee. This wayfinding concept incorporates a blend of decorative styles and features, much like the buildings and existing streetscape in Downtown. The brick base matches the aesthetic of Downtown better than the original stone design.

The unified appearance of the recommended signs remind patrons that they have arrived at Bloomington's historic, safe, and friendly downtown destination. The positive financial impacts of implementing a unified marketing and wayfinding concept for Downtown are tangentially related to the initial investment. Many direct benefits of

the marketing campaign exist, such as improved sense of community and place. In addition, staff temporarily installed a mockup of a wayfinding sign on the right side of East Street between Front Street and Washington Street in order for the public to see how the signs will look once they are installed. This is not the permanent location or mounting method for the sign.

On December 18, 2017, council approved a change order to pay KMA Design to create construction documents in preparation for bidding and field services. The cost for providing these additional services was limited to $28,095.10. A total amount of $250,000 was included in the FY 2018 budget to begin the installation of signs in the downtown. However, this amount was not automatically carried over to FY 2019. The Parks, Recreation & Cultural Arts Department spent $24,976 on Downtown Streetscape items such as bike racks, benches and trash receptacles in FY 2018. After this change order was approved, $196,928.90 remained available for a portion of the construction and installation costs for the signs.

KMA completed the plans and specifications, and the proposed wayfinding work was publicly bid in April 2018. Even though there were a number of plan holders, the City did not receive any bids on the contract. Staff opinion is that, as the project is unique in scope, bidders may have needed more time or a different bidding period in order to take part in the bidding process. Staff put the entire project out to bid beginning October 2018 with a bid opening in December 2018.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Members of the Downtown Signage Committee and the public were involved throughout the development of the proposed downtown wayfinding signage. Additional information can be found in the Background section. Staff advertised the bid online and in The Pantagraph on October 17, 2018. Staff opened the bids at 2:00p.m. Monday, December 17, 2018, in the City Hall council chambers conference room. On Tuesday, December 18, 2018, staff presented the bids to the Committee. The Committee discussed the award under the assumption that the available project funding consisted of $250,000 budgeted for FY 2019 and the $196,928.90 remainder from FY 2018 for a total budget amount of $446,928.9. Under this assumption, the Committee voted unanimously to include the Center Street Arch and the two pedestrian kiosk maps and poles along with the Base Bid in the award recommendation to Council. This corresponds to Award Option 2.

FINANCIAL IMPACT: The FY 2019 Budget includes $250,000 under the Capital Improvements-Other Capital Improvements (40100100-72620) account. The Ordinance allocates an additional amount of up to $330,080.00 from the Capital Improvement Fund reserves. Stakeholders can locate this in the FY 2019 Budget Book titled “Other

Funds & Capital Improvement" on pages 78, 243, 260, 277, and 278. If approved, dependent on the option chosen, a budget amendment will be processed to cover the additional cost. Please see the "Exhibit" for specific account details.

COMMUNITY DEVELOPMENT IMPACT: The Neighborhoods and Downtown chapters of the City's Comprehensive Plan 2035 (Adopted August 24, 2015) includes multiple goals and objectives related to approving this item:

> **N-2. Improve community identity and appearance by celebrating the unique nature and character of the City's individual neighborhoods.**
> *N-2.2 Celebrate the uniqueness of Bloomington's neighborhoods*
> *N-2.3 Enhance Bloomington's public realm*
>
> **D-2 Market and promote the unique brand and image of Downtown Bloomington**
> *D-2.1 Identify and designate gateways to Downtown*
> *D-2.3 Improve wayfinding Downtown*

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

Respectfully submitted for Council consideration.

Prepared By:	Michael Hill, Miscellaneous Technical Assistant Philip Allyn, City Traffic Engineer
Reviewed By:	Jim Karch, P.E., MPA, Director of Public Works
Finance & Budgetary Review By:	Chris Tomerlin, Budget Manager Scott Rathbun, Finance Director
Water/Community Dev. Review By:	Katie Simpson, City Planner
Legal Review By:	George D. Boyle, Assistant Corporation Counsel

Recommended by:

Tim Gleason
City Manager

Attachments:

- PW 1B ORDINANCE Wayfinding Signage and Gateways
- PW 1C EXHIBIT Wayfinding Signage and Gateways
- PW 1D AGREEMENT Wayfinding Signage and Gateways
- PW 1E BID TABULATION Wayfinding Signage and Gateways

- PW 1F BID BREAKDWON Wayfinding Signage and Gateways
- PW 1G AWARD OPTION TWO Wayfinding Signage and Gateways

ORDINANCE NO. 2019 - ___

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

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

WHEREAS, both the City Council and the City Comprehensive Plan prioritizes the promotion and continuation of development of Downtown Bloomington; and

WHEREAS, a budget amendment is needed to finance an agreement to furnish Downtown Wayfinding and Gateway signage essential to the promotion and continuation of development of Downtown Bloomington.

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

Section One: That Ordinance Number 2018- 23 is further hereby amended by adding to the Capital Improvements - Other Capital Improvements (40100100-72620) account in said ordinance in the amount of

(Option 1): $330,080.00.
(Option 2): $196,810.00.
(Option 3): $106,520.00.

Section Two: Except as provided herein, Ordinance Number 2018-23 shall remain in full force and effect.

Section Three: The City Clerk is hereby directed to publish this ordinance as provided by law.

Section Four: This Ordinance shall be in full force and effect 10 days after its publication as provided by law.

PASSED this 14th day of January 2019.

APPROVED this ____ day of January 2019.

AYES:
NAYS:
ABSENT:

CITY OF BLOOMINGTON

_____
Tari Renner, Mayor

ATTEST:

_____
Leslie Yocum, Interim City Clerk

FY 2019 Budget Amendment-Exhibit

Account #	Fund	Account Description		Amount	Comments
40100100-40000	Capital Improvement	Use of Fund Balance	$	(330,080.00)	$330,080 if Option 1 is selected, $196,810 if Option 2 is selected, or $106,520 if Option 3 is selected
40100100-72620	Capital Improvement	Other Capital Improvement Projects	$	330,080.00	$330,080 if Option 1 is selected, $196,810 if Option 2 is selected, or $106,520 if Option 3 is selected
		Net Transaction:	$	-	

AGREEMENT (To be Completed After Award of Contract)

THIS AGREEMENT, Made and entered into this _____, by and between,_____, first party, also hereinafter referred to as "Contractor", and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

THAT WHEREAS, the City of Bloomington, did on October 17, 2018, by advertisement, call for bids for furnishing all labor and material for the construction of **Downtown Wayfinding Signage – FY 2019** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **December 17, 2018**, submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **Downtown Wayfinding Signage – FY 2019** on file in the office of the City Engineer of said City. A copy of which specifications, plans and profiles of said improvement on file in the City Engineer's Office are hereby referred to and made a part hereof by reference, and said first party being the lowest responsible bidder was awarded the contract for the construction of the said improvement, which bid of said Contractor is hereto attached and made a part hereof.

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

And it is also understood and agreed that the Proposal Package, Specifications, Special Provisions, Contractor's Proposal, Contract Bond and Project Addenda hereto attached, and the Plans for **Downtown Wayfinding Signage – FY 2019** are all essential documents of this contract and are a part hereof.

IT IS FURTHER AGREED that said Contractor will furnish a bond to the City of Bloomington in the penal sum of **$580,080.00** executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the said City of Bloomington and the City Council, as a guarantee that said Contractor faithfully will perform the work in accordance with this agreement.

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

IT IS FURTHER AGREED that said Contractor shall complete all work included in this Contract by August 31st, 2019.

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

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

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

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

The number of inspectors to be placed on said work shall be determined by the City of Bloomington, but if at any time on account of a disregard of any of the provisions of this contract by the said first party, or on account of the failure of said first party to faithfully perform the work in accordance with this contract, additional inspectors shall be deemed necessary by said City, the pay of such additional inspectors shall be charged to said Contractor and be deducted from the amount due said Contractor on final settlement under this contract.

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

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

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

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

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

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

(Seal)

ATTEST;

_____
City Clerk

CITY OF BLOOMINGTON

By:_____
City Manager

WITNESS:

CONTRACTOR (Seal)

_____

CITY OF BLOOMINGTON

FY19 Downtown Wayfinding Signage

PROJECT NO. # 50-18-53006-19-00

CITY BID NO. 2019-20

BID TABULATION

Bid Opening Date: 12/17/2018
Bid Opening Time: 2:00 PM
Prepared By: PSA 12/17/2018

Attended By: Kevin Kothe, Phil Allyn, Misty Shafer, Amanda Mohan

LOW BID

BASE BID

ITEM	DESCRIPTION	UNIT	APPROX QTY	*ENGINEERS ESTIMATE* UNIT COST	*ENGINEERS ESTIMATE* TOTAL	ACE Sign Co. 2540 S. 1st Street Springfield, IL 62704 UNIT COST	ACE Sign Co. TOTAL	Prairie Signs Inc. 1215 Warriner Street Normal, IL 61761 UNIT COST	Prairie Signs Inc. TOTAL
3	Downtown Gateway (Secondary)	EACH	3	$4,000.00	$12,000.00	$10,900.00	$32,700.00	$13,122.00	$39,366.00
4	Vehicular Directional, Single Panel	EACH	14	$4,500.00	$63,000.00	$9,400.00	$131,600.00	$14,326.00	$200,564.00
4.1	Vehicular Directional, Single Panel – Alternate Option	EACH	2	$4,500.00	$9,000.00	$12,100.00	$24,200.00	$14,524.00	$29,048.00
5	Vehicular Directional, Double Panel	EACH	3	$6,500.00	$19,500.00	$14,800.00	$44,400.00	$17,664.00	$52,992.00
6	Vehicular Directional, Pathfinder	EACH	9	$800.00	$7,200.00	$7,680.00	$69,120.00	$12,736.00	$114,624.00
7	Vehicular Directional, Parking	EACH	5	$4,000.00	$20,000.00	$10,900.00	$54,500.00	$13,007.00	$65,035.00
			TOTAL BASE BID:		$130,700.00		**$356,520.00**		$501,629.00

ADDITIVE ALTERNATE 1

ITEM	DESCRIPTION	UNIT	APPROX QTY	*ENGINEERS ESTIMATE* UNIT COST	*ENGINEERS ESTIMATE* TOTAL	ACE Sign Co. 2540 S. 1st Street Springfield, IL 62704 UNIT COST	ACE Sign Co. TOTAL	Prairie Signs Inc. 1215 Warriner Street Normal, IL 61761 UNIT COST	Prairie Signs Inc. TOTAL
1	Monument Gateway (Primary)	EACH	1	$18,000.00	$18,000.00	$13,800.00	$13,800.00	$39,826.00	$39,826.00
2	LED Monument	EACH	1	$43,000.00	$43,000.00	$34,100.00	$34,100.00	$77,225.00	$77,225.00
2.1	LED Monument (Alternate with Pedestrian Map Backer)	EACH	1	$45,000.00	$45,000.00	$3,800.00	$3,800.00	$69,260.00	$69,260.00
2.2	LED Monument (Raised)	EACH	1	$35,000.00	$35,000.00	$26,500.00	$26,500.00	***NO BID***	**** Incomplete Bid***
8	Downtown Gateway Arch	EACH	1	$185,000.00	$185,000.00	$56,000.00	$56,000.00	***NO BID***	**** Incomplete Bid***
9	Pedestrian Map Directory	EACH	2	$5,000.00	$10,000.00	$7,800.00	$15,600.00	$15,142.00	$30,284.00
9.1	Community Events Panel	EACH	2	$5,000.00	$10,000.00	$1,680.00	$3,360.00	$15,261.00	$30,522.00
			TOTAL ADD ALTERNATE 1:		$346,000.00		**$153,160.00**		*$324,342.00* *As-read*
									$247,117.00 *CORRECTED & INCOMPLETE BID*

ADDITIVE ALTERNATE 2

ITEM	DESCRIPTION	UNIT	APPROX QTY	*ENGINEERS ESTIMATE*		ACE Sign Co. 2540 S. 1st Street Springfield, IL 62704		Prairie Signs Inc. 1215 Warriner Street Normal, IL 61761		
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	
3	Downtown Gateway (Secondary) – Above Ground Components Only (Attic Stock)	EACH	5	$8,000.00	$40,000.00	$6,900.00	$34,500.00	$4,100.00	$20,500.00	
10	Downtown Plaque (Attic Stock)	EACH	10	$500.00	$5,000.00	$290.00	$2,900.00	$1,653.00	$16,530.00	
	Metal Pole Bases (Attic Stock)	EACH	10	$3,000.00	$30,000.00	$2,980.00	$29,800.00	***NO BID***	**** Incomplete Bid***	
	Breakaway Support System For Pole (1 Skirt and 4 couplings with associated nut/washer/etc. per each) (Attic Stock)	EACH	10	$500.00	$5,000.00	$320.00	$3,200.00	$2,093.00	$20,930.00	
			TOTAL ADD ALTERNATE 2:		$80,000.00		**$70,400.00**		*$57,960.00*	*As-read*
									$57,960.00	*CORRECTED & INCOMPLETE BID*
			TOTAL ALT. BID 1 + BASE BID =		$476,700.00		**$509,680.00**		*$825,971.00*	*As-read*
									$748,746.00	*CORRECTED & INCOMPLETE BID*
			TOTAL ALT. BID 2 + BASE BID =		$210,700.00		**$426,920.00**		*$559,589.00*	*As-read*
									$559,589.00	*CORRECTED & INCOMPLETE BID*
			TOTAL ALT. BID 1 + 2 + BASE BID =		$556,700.00		**$580,080.00**		*$883,931.00*	*As-read*
									$806,706.00	*CORRECTED & INCOMPLETE BID*

BASE BID ITEMS

3 Downtown Gateway (Secondary)	4 Vehicular Directional, Single Panel	4.1 Vehicular Directional, Single Panel – Alternate Option	5 Vehicular Directional, Double Panel	6 Vehicular Directional, Pathfinder	7 Vehicular Directional, Parking

BASE BID ITEM LOCATIONS

Page 89 of 102

*Reference plans GPS3, GPS4, GPS4.1, GPS5, GPS6 and GPS8 for exact GPS locations provided by City of Bloomington.

KMA DESIGN

DRAWN BY: Ashley M. Karpa

PROJECT MGR: Victoria N. Aubele

ISSUED FOR: Bid

DATE: 10/10/2018

REVISION NUMBER:

DATE:

PROJECT # 1712.04

SCALE N/A

PLAN TITLE Site Plan

NOTES:
3 - Downtown Gateway
4 - Vehicular Directional, Single Panel
5 - Vehicular Directional, Double Panel
7 - Vehicular Directional, Parking

LOCATION LEGEND:
Plan Identifier
S 1-01
Sign Type / Numeral Identifier

OWNER: City of Bloomington

PROJECT: City Wayfinding

CUSTOMER APPROVAL:

DATE:

KMA DESIGN
104 Broadway Street
Carnegie, Pa 15106

THEKMAGROUP.COM
V. 412-429-4071
F. 412-429-4074

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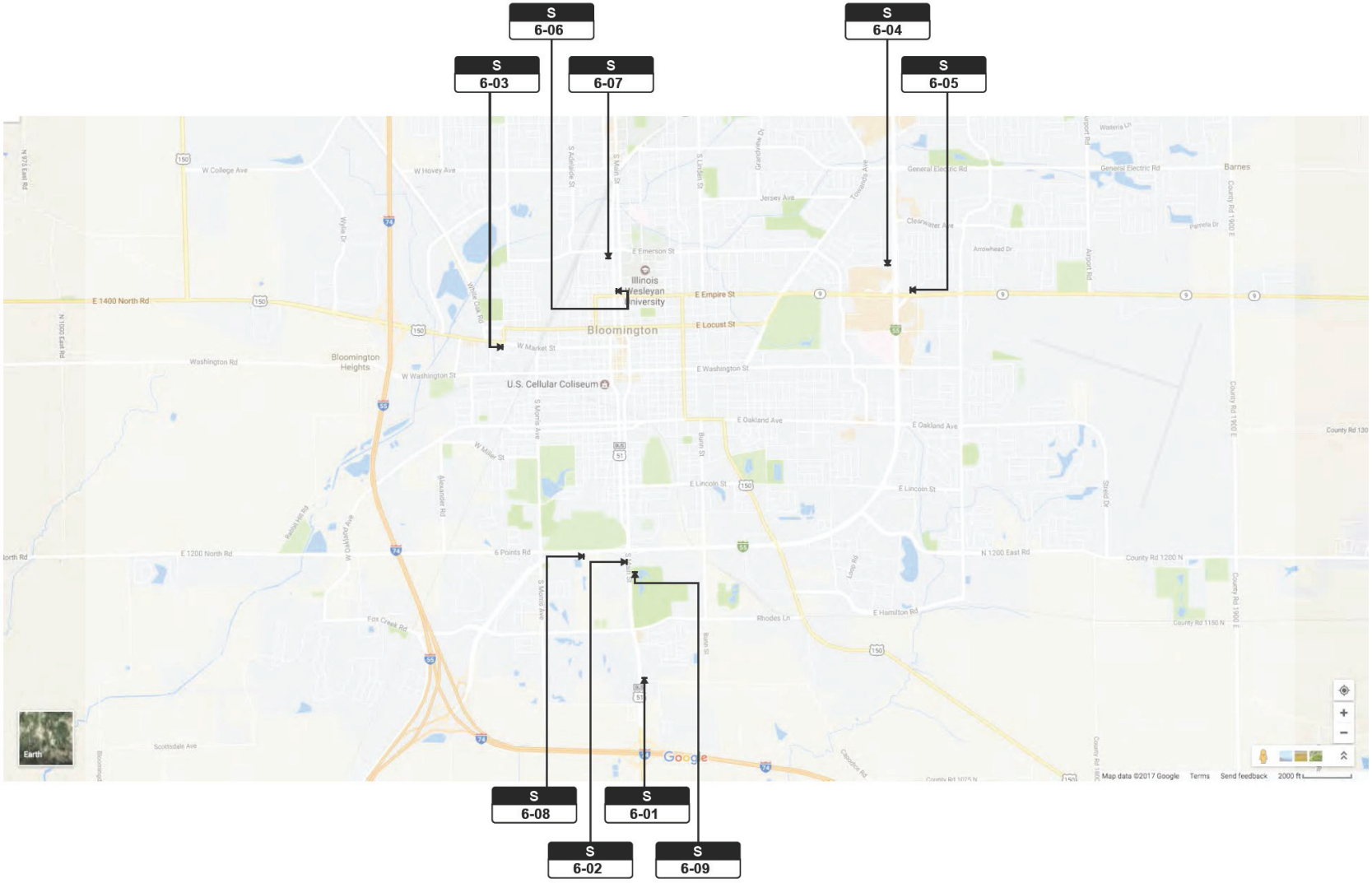
SHEET SP1

BASE BID ITEM LOCATIONS (Continued)



Page 90 of 102

*Reference plans GPS7 for exact GPS locations provided by City of Bloomington.

KMA DESIGN

DRAWN BY: Ashley M. Karpa

PROJECT MGR: Victoria N. Aubele

ISSUED FOR: Bid — DATE: 10/10/2018

REVISION NUMBER: — DATE:

PROJECT # 1712.04 | SCALE N/A | PLAN TITLE Site Plan

NOTES:
6 - Vehicular Directional, Pathfinder

LOCATION LEGEND:
Plan Identifier
S 1-01
Sign Type / Numeral Identifier

OWNER: City of Bloomington
PROJECT: City Wayfinding

CUSTOMER APPROVAL: — DATE:

KMA DESIGN
104 Broadway Street
Carnegie, Pa 15106
THEKMAGROUP.COM
V. 412-429-4071
F. 412-429-4074

SHEET SP2

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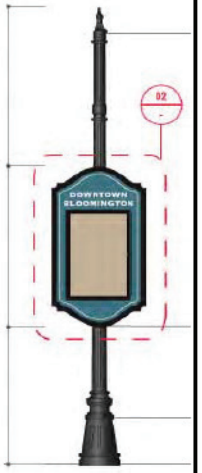
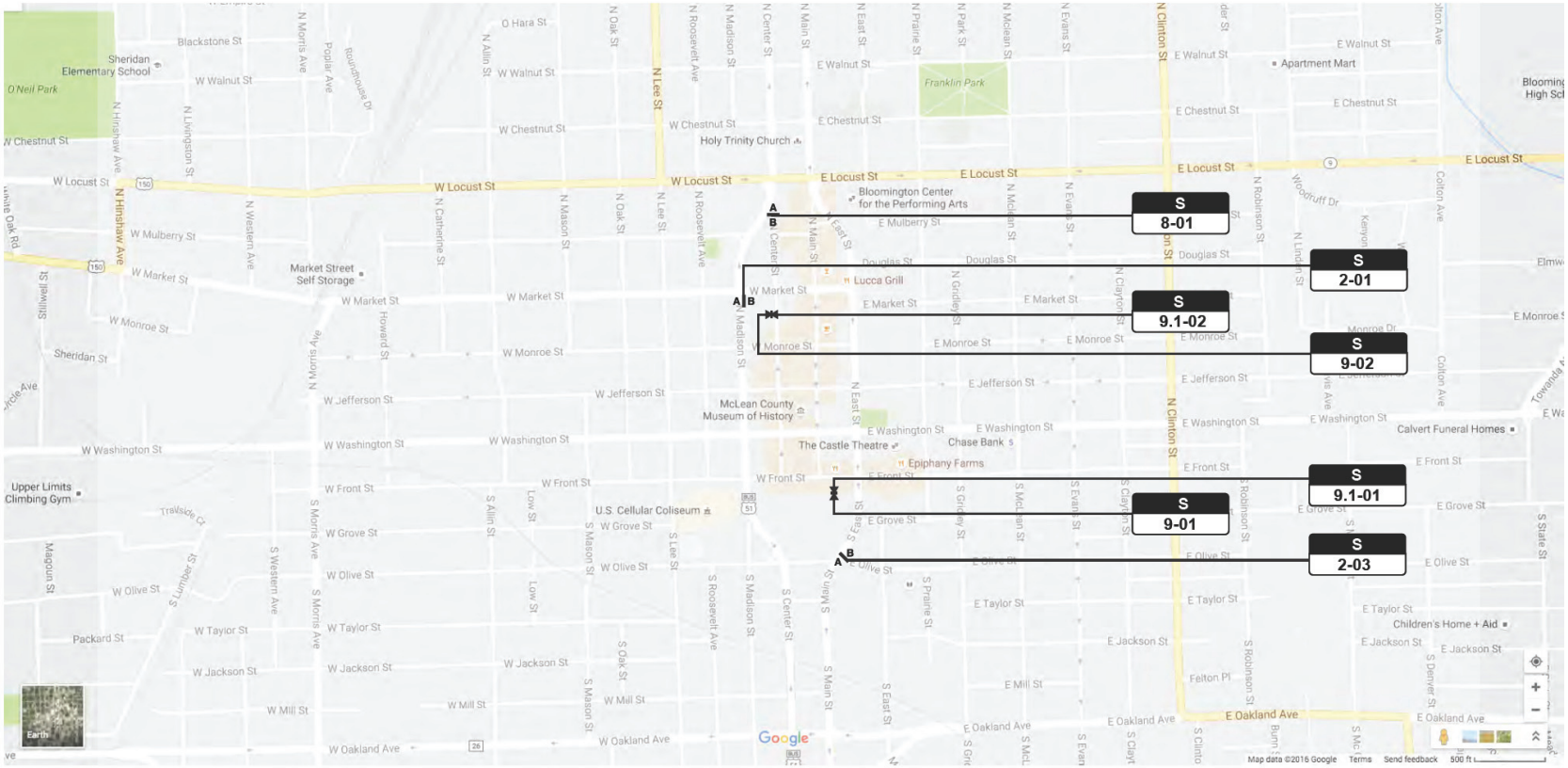
ADDITIVE ALTERNATE 1 ITEMS

1 Monument Gateway (Primary)	2 LED Monument	2.1 LED Monument (Alternate with Pedestrian Map Backer)	2.2 LED Monument (Raised)	8 Downtown Gateway Arch	9 Pedestrian Map Directory	9.1 Community Events Panel
	 	 				

ADDITIVE ALTERNATE 1 ITEM LOCATIONS



KMA DESIGN

DRAWN BY: Ashley M. Karpa

PROJECT MGR: Victoria N. Aubele

ISSUED FOR: Bid — DATE: 10/10/2018

REVISION NUMBER: — DATE:

PROJECT # 1712.04 | SCALE N/A | PLAN TITLE Site Plan

NOTES:
2 - City Information LED
8 - Downtown Gateway Arch
9 - Pedestrian Map Directory
9.1 - Community Events Pane

LOCATION LEGEND:
Plan Identifier
S
1-01
Sign Type / Numeral Identifier

OWNER: City of Bloomington

PROJECT: City Wayfinding

CUSTOMER APPROVAL: — DATE:

KMA DESIGN
104 Broadway Street
Carnegie, Pa 15106
THEKMAGROUP.COM
V. 412-429-4071
F. 412-429-4074

SHEET SP3

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AWARD OPTION 2

BASE BID

ITEM	DESCRIPTION	UNIT	AWARD QTY	ACE Sign Co. UNIT COST	ACE Sign Co. TOTAL
3	Downtown Gateway (Secondary)	EACH	3	$10,900.00	$32,700.00
4	Vehicular Directional, Single Panel	EACH	14	$9,400.00	$131,600.00
4.1	Vehicular Directional, Single Panel – Alternate Option	EACH	2	$12,100.00	$24,200.00
5	Vehicular Directional, Double Panel	EACH	3	$14,800.00	$44,400.00
6	Vehicular Directional, Pathfinder	EACH	9	$7,680.00	$69,120.00
7	Vehicular Directional, Parking	EACH	5	$10,900.00	$54,500.00
				TOTAL BASE BID:	**$356,520.00**

ADDITIVE ALTERNATE 1 (REVISED FOR AWARD)

ITEM	DESCRIPTION	UNIT	AWARD QTY	ACE Sign Co. UNIT COST	ACE Sign Co. TOTAL
1	Monument Gateway (Primary)	EACH	0	$13,800.00	$0.00
2	LED Monument	EACH	0	$34,100.00	$0.00
2.1	LED Monument (Alternate with Pedestrian Map Backer)	EACH	0	$3,800.00	$0.00
2.2	LED Monument (Raised)	EACH	0	$26,500.00	$0.00
8	Downtown Gateway Arch	EACH	1	$56,000.00	$56,000.00
9	Pedestrian Map Directory	EACH	2	$7,800.00	$15,600.00
9.1	Community Events Panel	EACH	2	$1,680.00	$3,360.00
				TOTAL ADD ALTERNATE 1:	**$74,960.00**

ADDITIVE ALTERNATE 2 (REVISED AWARD)

ITEM	DESCRIPTION	UNIT	AWARD QTY	ACE Sign Co. UNIT COST	ACE Sign Co. TOTAL
3	Downtown Gateway (Secondary) – Above Ground Components Only (Attic Stock)	EACH	1	$6,900.00	$6,900.00
10	Downtown Plaque (Attic Stock)	EACH	3	$290.00	$870.00
	Metal Pole Bases (Attic Stock)	EACH	2	$2,980.00	$5,960.00
	Breakaway Support System For Pole (1 Skirt and 4 couplings with associated nut/washer/etc. per each) (Attic Stock)	EACH	5	$320.00	$1,600.00
				TOTAL ADD ALTERNATE 2:	**$15,330.00**

TOTAL ADD. ALT. BID 1 + 2 + BASE BID = **$446,810.00**

REGULAR AGENDA ITEM NO. 8B

FOR COUNCIL: January 14, 2019

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of a Professional Services Agreement with Hanson Professional Services, for Phase II design of Hamilton Road, from Bunn Street to Commerce Parkway, in the amount of $558,460.32, as requested by the Public Works Department.

RECOMMENDATION/MOTION: The Professional Services Agreement with Hanson Professional Services, for Phase II design of Hamilton Road, from Bunn Street to Commerce Parkway, in the amount of $558,460.32, be approved, and the City Manager and Interim City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2. Upgrade City Infrastructure and Facilities; Goal 3. Grow the Local Economy; and Goal 5. Great Place - Livable, Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 2a. Better quality roads and sidewalks; Objective 3e. Strong working relationship among the City, businesses, economic development organizations; and Objective 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: Public Works is recommending the approval of a Professional Services Agreement with Hanson Professional Services in order to complete Phase II design for Hamilton Road from Bunn Street to Commerce Parkway, in the amount of $558,460.32. As Phase I for this project will be completed in the spring, City staff has negotiated a contract with Hanson Professional Services to complete the Phase II design. Staff selected Hanson for the Phase I and Phase II design utilizing Quality Based Selection in 2015. This is a continuation of their previous work. This design will be completed using 80 percent federal funds (Surface Transportation - Urban) with a 20 percent local match. That means that the City will be reimbursed $446,768.26 for a net cost of $111,692.06 in local funds.

Illinois Department of Transportation (IDOT) staff has advised that the Phase II agreement with Hanson must be in place before they draft the Joint Agreement between IDOT and the City. This Joint Agreement will commit the Federal Funds to the Phase II design. City Staff will present the MFT Resolution, which will appropriate the funds to the project, along with the Joint Agreement for Council approval when available. Hanson Professional Services will not be allowed to proceed with the work in this Agreement until both the Joint Agreement and MFT Resolution are approved by the City Council and IDOT.

The extension of Hamilton Road from Bunn Street to Commerce Parkway has been a priority for the City of Bloomington for many years. City Council has set this project as a high priority by approving multiple design contracts, applications for TIGER grants, FASTLANE grants, OneVoice trips, the potential closures of City streets at two railroad crossings, and, most recently, a Resolution to commit to providing construction funds (see attached). Unfortunately, two different attempts in 2000 and 2008 to come to an agreement with Norfolk Southern Railway (NSR) to build this project have failed. The current began in 2015 with a Phase I contract which is scheduled to be completed in the spring of 2019. The City has spent more than $28 million on the south corridor, starting in the 1990s, and is moving forward on the other unimproved gap in the corridor: Fox Creek Road, from Danbury Drive to Beich Road, which will cost another $7.4 million.

The current construction estimate for this project is $12.5 million dollars, assuming an agreement can be made with Norfolk Southern Railway to construct a new at-grade railroad crossing rather than a bridge. Staff included an estimated $2.5 million dollars to relocate the existing railroad siding storage tracks in the construction estimate. Currently, this amount is budgeted from the City MFT fund.

Hamilton Road - Bunn Street to Commerce Parkway Funding				
Year	Description	Total Cost	Funding Source	
			Local	Federal
2019	Phase II Design	$558,460.32	$111,692.06	$446,768.26
2020	Right-of-Way	$2,000,000 (Est.)	$400,000 (Est.)	$1,600,000 (Est.)
	Railroad Siding Relocation	$2,500,000 (Est.)	$2,500,000 (Est.)	$0 (See Note 1)
2022	Construction	$7,400,000 (Est.)	$1,480,000 (Est.)	$5,920,000 (Est.)
	Total	**$12,458,460.32** (Est.)	**$4,491,692.06** (Est.)	**$7,966,768.26** (Est.)

Note 1: City staff is attempting to secure partial federal funding for the railroad siding relocation.

Hamilton Road, from Bunn Street to Commerce Parkway, is the remaining street segment needed to provide a continuous east-west transportation corridor south of Veterans Parkway (another remaining segment, Fox Creek from Danbury to Beich, is funded and in the design phase.) The Hamilton-Fox Creek corridor is at a critical

juncture that relies on a commitment from the City of Bloomington for funding for construction of the Bunn-to-Commerce segment.

The completed project will:

- Complete an essential east-west arterial from Fox Creek Subdivision to 0.5 miles east of Hershey Road;
- Promote multi-modal transportation from residential and recreational areas to employment centers by connecting multi-use trails that run east and west in the area;
- Facilitate in-fill commercial and residential development as advocated in the Comprehensive Plan;
- Construct approximately 3,000 feet of new four-lane arterial road between Bunn Street and Commerce Parkway;
- Relocate existing Norfolk Southern Railway (NS) sidings;
- Close the intersection of Rhodes Lane and US 150 (Morrissey Drive); and
- Construct a new at-grade crossing with NS.

On August 28, 2017 Council adopted Resolution 2017-30 to commit the City to fund 20 percent of the project once an Illinois Commerce Commission (ICC) Order (which would approve the railroad plan) is passed. This Resolution was critical to show Norfolk Southern that the City is serious about this project. Discussions with Norfolk Southern have progressed since Council adopted the Resolution. The completion of Phase I design and commencement of Phase II should help these negotiations as well.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Staff held a public open house for the Hamilton Road from Bunn Street to Commerce Parkway project on September 22, 2016. Staff invited members of the community to ask questions and provide comments. Those in attendance were largely in favor of the project.

In addition, staff held a public open house for the potential closure of the Roosevelt Avenue and Western Avenue railroad crossings on September 20, 2016. The closures are anticipated to be necessary to add the proposed at-grade crossing at Hamilton Road. A representative of Norfolk Southern Railroad flew in from Atlanta, GA to attend the meeting. Staff invited members of the community to ask questions and provide comments. Those in attendance had concerns but were largely understanding of the situation.

Staff also held a meeting with representatives from State Farm on October 12, 2016. City staff explained the project and the implications to State Farm property.

Staff has started discussing land acquisition with several property owners adjacent to the project.

FINANCIAL IMPACT: Phase II design for this project has a total cost of $558,460.32. The City will initially encumber this amount and then incrementally pay the total and be reimbursed 80 percent with Federal Funds, Surface Transportation - Urban (STU), as the invoices are paid.

Surface Transportation - Urban funds were budgeted for this Phase II design in IDOT's FY 2019-2024 Proposed Highway Improvement Program in the amount of $800,000. The Federal share of the cost is $446,768.26.

Motor Fuel Tax (MFT) Funds were budgeted for this project in the FY 2019 Adopted Budget for this project in the amount of $200,000. The City's share of this cost is $111,692.06. However, the total amount of $558,460.32 needs to be encumbered by the City. The difference of $358,460.32 will be taken from unutilized budgeted funds in the MFT-Street Construction & Improvement account (20300300-72530) for the Fox Creek Road project. (The Fox Creek Road project is behind schedule and funding has been budgeted for FY 2020.)

Stakeholders can locate this item budgeted at $200,000 in the Adopted FY 2019 Budget Book titled "Other Funds & Capital Improvement" under the Motor Fuel Tax- Architectural & Engineering for Capital account (20300300-70051) on pages 243 and 248 - 250. If approved, a budget transfer in the amount of $358,460.32 will be processed from unutilized budgeted funds in the MFT-Street Construction & Improvement account (20300300-72530) for the Fox Creek Road project to the Motor Fuel Tax- Architectural & Engineering for Capital account (20300300-70051).

Additional monies are budgeted for land acquisition and construction of this project in FY 2020 and FY 2021 respectively.

COMMUNITY DEVELOPMENT IMPACT: This project would be a great accomplishment for the TAQ-1 goal (listed below) as well as promote the core value of "Solid Infrastructure". This section of Hamilton Road runs through an area with a land use priority of Tier 2. Additionally, it would provide better connection, and therefore increase the likelihood of development, for many areas that have land use priority of Tier 1 and Tier 2.

Link to Comprehensive Plan/Downtown Plan Goals: TAQ-1: A safe and efficient network of streets, bicycle-pedestrian facilities and other infrastructure to serve users in any surface transportation mode.

Regional Significance: The Hamilton, Bunn, to Commerce is also a regional project that provides to McLean County residents and the Bloomington/Normal Urban Area. The project aligns with Goals 1 and 5 of the Regional Long Range Transpiration Plan *BN Mobile* which promote preserving the integrity of our transportation system and improving the quality of the freight and distribution network.

- Goal 1: we will increase the utility of the transportation system to maintain its operational integrity, leverage previous investment and meet future needs."

- Objective 5.2: providing first and last mile infrastructure connections to key facilities that provide access to the goods, markets, and modes

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

Respectfully submitted for Council consideration.

Prepared By:	Luke Thoele, P.E., Assistant City Engineer Michael Hill, Miscellaneous Technical Assistant
Reviewed By:	Jim Karch, P.E., MPA, Director of Public Works
Finance & Budgetary Review By:	Chris Tomerlin, Budget Manager Scott Rathbun, Finance Director
Water/Community Dev. Review By:	Katie Simpson, City Planner
Legal Review By:	George D. Boyle, Assistant Corporation Counsel

Recommended by:

Tim Gleason
City Manager

Attachments:

- PW 2B AGREEMENT Hamilton Road PhII
- PW 2C PROCEEDINGS Hamilton Road PhII
- PW 2D ADOPTED RESOLUTION Hamilton Road PhII

LOCAL AGENCY		CONSULTANT	
Local Public Agency City of Bloomington	Illinois Department of Transportation **Preliminary Engineering Services Agreement For Federal Participation**	Consultant Hanson Professional Services Inc.	
County McLean		Address 7625 N. University Street, Suite 200	
Section 16-00360-00-PV		City Peoria	
Project No. F3PS(358)		State IL	
Job No. D-95-038-18		Zip Code 61614	
Contact Name/Phone/E-mail Address Luke Thoele, P.E. 309-434-2437 lthoele@cityblm.org		Contact Name/Phone/E-mail Address Kurt Bialobreski, P.E., PTOE 309-713-1408 kbialobreski@hanson-inc.com	

THIS AGREEMENT is made and entered into this _____ day of January , 2019 between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LPA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name Hamilton Road – Phase II Addendum Route FAU 6371 Length 0.80 mi Structure No. _____

Termini Hamilton Road from Bunn Street to Morrissey Drive

Description: Perform Phase II Construction Document Preparation services for the extension and widening of Hamilton Road from Bunn Street to Morrissey Drive.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LPA for the proposed improvement herein described.

2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LPA or STATE.

3. To complete the services herein described within 550 calendar days from the date of the Notice to Proceed from the LPA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.

4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.

5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.

6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.

7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.

8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LPA.

9. The undersigned certifies neither the ENGINEER nor I have:

   a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
   b. agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
   c. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
   d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
   e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
   f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
   g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.

11. To submit all invoices to the LPA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.

12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).

13. Scope of Services to be provided by the ENGINEER:

☒ Make such detailed surveys as are necessary for the planning and design of the PROJECT.

☐ Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.

☐ Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.

☐ Design and/or approve cofferdams and superstructure shop drawings.

☐ Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).

☐ Prepare the necessary environmental and planning documents including the Project Development Report or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.

☐ Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.

☐ Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.

☐ Prepare preliminary roadway and drainage structure plans and meet with representatives of the LPA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.

☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.

☒ Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.

☐ Furnish the LPA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

II. THE LPA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee
- ☒ CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
- ☐ CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
- ☐ CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where:
DL = Direct Labor
IHDC = In House Direct Costs
OH = Consultant Firm's Actual Overhead Factor
R = Complexity Factor

Specific Rate ☐ (Pay per element)

Lump Sum ☐ _____

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

☐ With Retainage

a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
c) **Final Payment** – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

☒ Without Retainage

a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
b) **Final Payment** – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum o money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

5. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LPA of a written Notice to Proceed.

2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LPA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LPA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.

5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

6. The payment by the LPA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.

7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

8. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.

9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

   For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of $5,000 or more from the State, as defined in the Act.

   The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

   a. Publishing a statement:
      (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
      (2) Specifying the actions that will be taken against employees for violations of such prohibition.
      (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
         (a) abide by the terms of the statement; and
         (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
   b. Establishing a drug free awareness program to inform employees about:
      (1) The dangers of drug abuse in the workplace;
      (2) The grantee's or contractor's policy of maintaining a drug free workplace;
      (3) Any available drug counseling, rehabilitation and employee assistance program; and
      (4) The penalties that may be imposed upon an employee for drug violations.
   c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
   d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
   e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
   f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
   g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.

11. When the ENGINEER is requested to complete work outside the scope of the original AGREEMENT, a supplemental AGREEMENT will be required. Supplements will also be required for the addition or removal of subconsultants, direct costs, the use of previously unspecified staff, and other material changes to the original AGREEMENT.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Hanson Professional Services Inc.	37-0844717	$377,110.32

Sub-Consultants:	TIN Number	Agreement Amount
Clark Dietz, Inc.	37-1212051	$181,350
	Sub-Consultant Total:	$181,350
	Prime Consultant Total:	$377,110.32
	Total for all Work:	$558,460.32

Executed by the LPA: City of Bloomington
(Municipality/~~Township/County~~)

ATTEST:

By: _____ By: _____

Interim City Clerk Title: City Manager

(SEAL)

Executed by the ENGINEER:

ATTEST: Hanson Professional Services Inc.

By: _____ By: _____

Title: Associate Title: Senior Vice President

Exhibit A - Preliminary Engineering

Route: Hamilton Road – FAU 6371
Local Agency: City of Bloomington
(Municipality/~~Township~~/~~County~~)
Section: 16-00360-00-PV
Project: F3PS(358)
Job No.: D-95-038-18

*Firm's **approved rates** on file with IDOT'S Bureau of Accounting and Auditing:

Overhead Rate (OH) 160.10 %
Complexity Factor (R) 0.00
Calendar Days 550

Method of Compensation:

- Cost Plus Fixed Fee 1 ☒ 14.5%[DL + R(DL) + OH(DL) + IHDC]
- Cost Plus Fixed Fee 2 ☐ 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
- Cost Plus Fixed Fee 3 ☐ 14.5%[(2.3 + R)DL + IHDC]
- Specific Rate ☐
- Lump Sum ☐

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
Public Involvement		37	$46.04	$1,703.48	$2,727.27	$0.00	$826.00	$642.46	$5,899.21
Survey		8	$52.53	$420.24	$672.80	$27,560.00	$0.00	$158.49	$28,811.53
Land Acquisition		0	0	$0.00	$0.00	$6,000.00	$0.00	$0.00	$6,000.00
Environmental		166	$42.19	$7,003.54	$11,212.67	$0.00	$7,715.00	$2,641.35	$28,572.56
Drainage		24	$43.80	$1,051.20	$1,682.97	$97,815.00	$0.00	$396.45	$100,945.62
Water Main		24	$43.80	$1,051.20	$1,682.97	$49,975.00	$0.00	$396.45	$53,105.62
Roadway		420	$37.40	$15,708.00	$25,148.51	$0.00	$60.00	$5,924.19	$46,840.70
Plan Preparation		2,035	$39.20	$79,772.00	$127,714.97	$0.00	$60.00	$30,085.61	$237,632.58
Project Management		303	$54.88	$16,628.64	$26,622.45	$0.00	$1,130.00	$6,271.41	$50,652.50
Totals		3017	$40.88	$123,338.30	$197,464.61	$181,350.00	$9,791.00	$46,516.41	$558,460.32

Exhibit B

Illinois Department of Transportation

Engineering Payment Report
(Submit with Final Invoice)

Prime Consultant

Name	Hanson Professional Services Inc.
Address	7625 N. University Street, Suite 200
Telephone	309-691-0902
TIN Number	37-0844717

Project Information

Local Agency	City of Bloomington
Section Number	16-00360-00-PV
Project Number	F3PS(358)
Job Number	D-95-038-18

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

Sub-Consultant Name	TIN Number	Actual Payment from Prime
Clark Dietz, Inc	37-1212051	
	Sub-Consultant Total:	
	Prime Consultant Total:	
	Total for all Work Completed:	

Signature and title of Prime Consultant

Date

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.

For information about IDOTs collection and use of confidential information review the department's Identity Protection Policy.

Exhibit C
Federal Qualification Based Selection (QBS) Checklist

Local Public Agency City of Bloomington
Section Number 16-00360-00-PV
Project Number F3PS(358)
Job Number D-95-038-18

The LPA must complete Exhibit C, if federal funds are used for this engineering agreement and the value will exceed $25,000. The LPA must follow federal small purchase procedures, if federal funds are used and the engineering agreement has a value less than $25,000.

☒ Form Not Applicable ~~(engineering services less than $25,000)~~ (Selection done prior to current QBS approvals with IDOT approval per correspondence in Attachment E)

1. Do the written QBS policies and procedures discuss the initial administration (procurement, management, and administration) concerning engineering and design related consultant services? ☐ Yes ☐ No

2. Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06(e) of the *BLRS Manual*? ☐ Yes ☐ No
If no, IDOT's approval date: _____

3. Was the scope of services for this project clearly defined? ☐ Yes ☐ No

4. Was public notice given for this project? ☐ Yes ☐ No Due date of submittal: _____
Method(s) used for advertisement and dates of advertisement: _____

5. Do the written QBS policies and procedures cover conflicts of interest? ☐ Yes ☐ No

6. Do the written QBS policies and procedures use covered methods of verification for suspension and debarment? ☐ Yes ☐ No

7. Do the written QBS policies and procedures discuss the method of evaluation? ☐ Yes ☐ No

Criteria for this project	Weighting	Criteria for this project	Weighting
_____	_____ %	_____	_____ %
_____	_____ %	_____	_____ %
_____	_____ %	_____	_____ %
_____	_____ %	_____	_____ %

8. Do the written QBS policies and procedures discuss the method of selection? ☐ Yes ☐ No
Selection committee (titles) for this project: _____
Top three consultants selected for this project in order: 1) _____
2) _____ 3) _____
If less than 3 responses were received, IDOT's approval date: _____

9. Was an estimated cost of engineering for this project developed in-house prior to contract negotiation? ☐ Yes ☐ No

10. Were negotiations for this project performed in accordance with federal requirements? ☐ Yes ☐ No

11. Were acceptable costs for this project verified? ☐ Yes ☐ No ☐ LPA will rely on IDOT review and approval of costs.

12. Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval? ☐ Yes ☐ No

13. Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, record retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)? ☐ Yes ☐ No

ATTACHMENT A

SCOPE OF SERVICES

ATTACHMENT A
SCOPE OF SERVICES
HAMILTON ROAD

Hanson Professional Services Inc. shall prepare contract documents for an extension of Hamilton Road from Bunn Street to Morrissey Drive (approximately 5,500 feet) in the City of Bloomington (CITY). The improvements will include an at-grade crossing of the Norfolk Southern Railroad tracks. Hamilton Road will be extended with a 20-year design section that includes a separated path for Constitution Trail and a sidewalk. Rhodes Lane improvements will include new geometry to create an intersection with proposed Hamilton Road, a new cross road pipe culvert, and a cul-de-sac eliminating the intersection of Rhodes Lane and Morrissey Drive (US 150). See aerial photograph attached to the Scope of Services to define the limits of the project.

The Project shall be designed and contract documents shall be prepared in accordance with the Illinois Department of Transportation (IDOT) Bureau of Local Road Standards for projects with Federal aid, except as may be modified or approved by IDOT or the City of Bloomington Public Works Department.

Plans will be prepared in English units (feet) using Microstation software in accordance with CAD conventions of the Illinois Department of Transportation (IDOT) in IL State Plane Coordinates (East Zone), except as modified and approved by the City of Bloomington Public Works Department.

SERVICES: The Scope of Services will be limited to the following:

A. Public Involvement
   1. Conduct public involvement activities to seek public input on the project. Public involvement activities will include:
      i. One (1) public meeting
   2. Exhibits, handouts and questionnaires will be prepared for the public meetings. Notices will be published in the Pantagraph and on the CITY website.
   3. Prepare renderings for meetings
      i. Typical sections
      ii. Plan views with construction limits

B. Field Surveying (by Clark Dietz Inc.)
   1. Preliminary Coordination and Data Gathering
      i. Courthouse research for expanded limits (Obtain Copies of Subdivision Plats, Surveys, Monument Records, R.O.W. Plats & Easements).
      ii. Preliminary field layout for Survey Control and Centerline Staking.
      iii. Develop Survey Plan for detailed property monument & topographic survey.
   2. Control Field Surveys
      i. Locate, Uncover, Flag all property corner & Existing R.O.W. monumentation for expanded limits.
      ii. Set & Tie Data additional collection points for expanded project limits including Hamilton & Rte 150 intersection.

iii. Traverse & Run Level Circuit Through Data Collection Points & Traverse Section Corners. (assume vertical benchmarks from previous survey are available.

3. Field Surveys
   i. Topographic, X-Section, Property Pin Locates (Hamilton, Bunn, Rhodes expanded limits and Hamilton/Rte 150 Intersection)
   ii. Download Data Collector, Data Reduction, Back-Up Files
   iii. Shoot/Compile/Index Photo Log
   iv. Sanitary / Storm Structure Inspection Reports for additional limits.
   v. Regional drainage study related data collection and surveys.
   vi. Pick-up Survey as requested by Designer (assume 2 trip maximum)

C. Land Aquisition (by Clark Dietz Inc.)
1. Right of Way Plans & Parcel Plats Development
   i. Courthouse Research and Develop Preliminary Existing R.O.W./Existing Property Line Configuration in CADD from Record Information
   ii. Configure CADD Model of Existing R.O.W. and Property Lines with Field Surveyed Data
   iii. Field Check & Pick-up Survey
   iv. Review Title Letters, Incorporate Record Data, Easements, etc., into R.O.W. Plans.
   v. Coordination with Design Engineers for Proposed R.O.W. & Temporary Construction Easement Configuration/Geometry, Configure on CADD Model.
   vi. Develop Legal Descriptions for 1 ROW and 1 TCE parcels *
   vii. Annotate Metes & Bounds Courses in CADD Model
   viii. R.O.W./Easement Plan Details, Ties, General Annotation and Parcel Plats (2 Individual Plats)
   ix. Create and file survey monument records
2. Field Staking of Property Line Intersection and Proposed R.O.W. Corridor Configuration
   i. Develop Staking Plan from CADD Model - Organize Field Procedures
   ii. Coordination of Procedures with Survey Crew
   iii. Stake Final ROW Points - Iron Pins - with Cap
   iv. Project Management and Coordination with Hanson/City

D. Environmental Studies
1. Submit a request to IDOT for an update of the biological resources review.
2. Conduct a validation of the original Preliminary Environmental Site Assessment (PESA) for any new land use changes, inventoried database sites, or on-site indications of special waste involvement. The results of the PESA validation will be documented in a memorandum.
3. Conduct a Preliminary Site Investigation (PSI) of the project area as recommended in the original PESA. Up to five locations are assumed for soil borings and laboratory analysis. Hanson will arrange to drill soil borings and collect soil samples for laboratory analyses of potential contaminants. The results of the PSI will be documented in a report, and include recommendations and a remediation scope of work.
4. Prepare a Section 404 permit application for culvert and in-stream work. Assume a nationwide permit will cover construction activities and an individual Section 401 water quality certification from the Illinois Environmental Protection Agency will not be

required. This scope also assumes that mitigation will not be required for wetland and stream impacts due to minimal impacts.

5. Coordinate with the City for replacement of trees at an offsite location.

E. Roadway Storm Water Drainage Design (by Clark Dietz Inc.)
   1. Roadway Drainage Design
      i. Review Phase I Location Drainage Study and verify basis of design
      ii. Obtain and review Phase I Preliminary Design Plans and CADD files
      iii. Update Phase I StormCAD and CulvertMaster models and prepare outputs
      iv. Coordination with Hanson for proposed Roadway/Drainage design
      v. Local Agency coordination for drainage
   2. Utility Analysis
      i. Analyze utility conflicts and revise drainage designs as possible to mitigate
      ii. Coordinate with Hanson for additional utility data and/or locates
   3. Drainage Plans
      i. Plan view layout of storm sewer network including drainage structures and detention basin details
      ii. Obtain and review intersection details and cross sections from roadway designers. Verify and/or establish proposed rim elevations.
      iii. Preparation of proposed storm sewer trunk line in profile view for roadway plan and profile sheets (assume 20 sheets)
      iv. Preparation of Plan and Profile Drainage Tables (assume 20 sheets)
      v. Miscellaneous Details (assume 2 sheets)
      vi. Special Drainage Structure Details including any necessary culvert design
      vii. Pay item determination and quantity calculations
      viii. Opinion of probable cost
      ix. Technical Specifications
      x. QA/QC and address review comments
   4. Contract Administration
      i. Update Project Work Plan
      ii. Monthly progress meetings with Hanson (assume 10)
      iii. Misc. coordination with regulatory agencies
      iv. Monthly administration of contract (assume 12 months)

F. Water Main Design (by Clark Dietz Inc.)
   1. Conceptual Water Main Design
      i. Obtain and review Phase I Preliminary Design Plans
      ii. Revise and update water main conceptual layout
      iii. Coordination with Hanson for proposed Roadway/Drainage
   2. Preliminary Water Main Design
      i. Finalize route plan
      ii. Coordination of railroad crossing and IDOT jurisdiction
      iii. Complete design computations
      iv. Submit preliminary plans to Client
      v. Meeting with Client & field review (assume 2 trips)
   3. Water Main Plans, Specs, Estimates

i. Construction Drawings
    1. Title Sheets
    2. Location Maps, General Notes, Index
    3. Plan & Profile Sheets
    4. Detail Sheets, including Railroad
    5. Technical Specifications
ii. Pay item determination and quantity calculations
iii. Opinion of probable cost
iv. IEPA and Railroad Permits
v. Submit 95% plans & spec's to Client
vi. 95% Review Meeting with Client
vii. Quality Control Review
viii. Submit Final Construction Documents

G. Roadway Design
1. Conduct a field visit to verify existing conditions are still correct and work with proposed improvements. Identify any items requiring additional examination during final design.
2. Coordinate and finalize alignments and profiles based on construction staging to maintain access. Refine profiles for any concerns identified during field visit.
3. Finalize pavement design calculation with updated construction year traffic projections and submit to IDOT as appropriate.
4. Finalize proposed typical sections for each construction phase.
5. Revise proposed CAD model to address alignment, profile, pavement, and typical section changes along with project phasing. Finalize project grading with additional pick up survey where currently missing and develop proposed cross sections (50' intervals).
6. Coordinate submittal of the concept plans to the utility companies for their review. Review responses and comments from utilities which are received after the concept plan submittal to determine whether utilities need to be relocated or if project modifications can be suggested which will resolve the conflict. For locations where utilities will need to be relocated, coordinate with the utility companies and the City to determine the approximate limits of relocation and cost.
7. Develop plan and profile sheets.
8. Finalize ROW and Easement needs.
9. Erosion control design.

H. Roadway Plan Preparation
The following sheet types will be included.
1. Title Sheet (w/ Sheet Index)
2. General Notes, Standard List, Legend/Abbrev.
3. Summary of Quantities Sheets
4. Schedule of Quantities
5. Existing/Proposed Typical Sections
6. Alignment, Ties, and Benchmarks
7. Right of Way Plans (1"=20')
8. Construction Sequencing and Detour Plans
9. Removal/Relocation Plans (1"=20')

10. Plan / Profile Sheets (1" = 20' H & 1" = 5' V)
11. Pavement Marking / Signing Sheets (1"=20')
12. Erosion Control Plans (1"=20')
13. Drainage Plans - Regional
14. Intersection Details (1"=10')
15. Sidewalk Ramp Grading Details (1"=10')
16. Traffic Signal Plans
    i. Complete traffic signal installation at Bunn Street and Hamilton Road (3 sheets)
    ii. Update traffic signal design at Morrissey Drive and Hamilton Road (3 sheets)
    iii. Fiber optic interconnect plans from Bunn Street to Morrissey Drive (4 sheets)
17. Miscellaneous Details
18. Railroad Crossing Details
19. Cross Section Sheets (with cross-sections every 50' (min.) and at all driveways)

I. Prepare Prefinal Plans, Specifications, and Estimates
1. Calculate and schedule quantities
2. Preparation of Opinion of Probable Construction Cost and Estimate of Time
3. Prepare special provision for the project including a provision for each pay item not being constructed per IDOT Standard Specifications. Identify and incorporate IDOT BDE and Local Roads Special Provisions.
4. Prepare Storm Water Pollution Prevention Plan (SWPPP)
5. Plot and Submit Preliminary PS&E
6. QC/QA Review

J. Final Plans
1. Revise Prefinal Plans, Specifications
2. Prepare disposition of comments
3. Finalize quantities and cost/time estimates.
4. Plot and Submit Final Plans, Specifications, and Estimates
5. Attend prebid meeting
6. QC/QA Review

K. Project Administration
1. Administer project kick-off meeting with client
2. Internal kick-off meeting
3. Staffing and Management Plan
4. Financial and schedule controls
5. Coordination meetings with CITY (3)
6. IDOT Coordination Meetings (2)
7. Prepare for and attend Bi-Monthly coordination meeting (1)
8. Coordinate with property owners
9. Coordinate with utilities
10. Coordinate with railroad
11. Coordination with ICC
12. Prepare and submit Project Development Report (PDR) addendum if necessary

L. Quality Control/Quality Assurance Review

Provide proper quality assurance prior to sending any construction plans and specifications for review. The following items as a minimum will be reviewed prior to submitting any construction plans or specifications for review:

1. Every item shown in the construction plans either has a pay item or is specifically discussed in a pay item special provision.
2. Items to be constructed have been reviewed for constructability and directly correspond to a standard pay item or a special provision.
3. Existing utilities have been checked against proposed facilities for horizontal and vertical conflict (based on information received from the utility companies) during construction.
4. Address CITY comments and concerns.

M. Project Deliverables

The following are the number of copies of project documents to be submitted for each progress review:

1. 75% Review Submittal
2. One set of in progress plans and special provisions in pdf format90% Pre-final Documents

   1 Sets and Special Provisions and one pdf set
3. Final Construction Documents

   2 Sets and Special Provisions and one pdf set

N. Project Progress Reviews

Project progress review meetings will be held monthly and at the following milestones:

A. Preliminary Geometric Design
B. 90% Pre-final Construction Documents

The CITY will provide or cause to be furnished the following:

A. Existing Roadway Plans
B. Existing Sewer Plans
C. Existing Sanitary and Storm sewer conditions and locations of any desired repairs to occur with this project
D. Updated property owner information if available
E. Proposed Roadway Plans for any adjacent improvements

The following items are not included in the scope of work but could be provided as an addendum to the contract:

A. Construction observation activities
B. Railroad siding relocation design or construction documents
C. Sewer televising
D. Section 106 statement or mitigation for cultural resource impacts
E. Section 4(f) evaluation
F. Special waste investigations beyond a PSI
G. Preparation of any NEPA documentation including Environmental Assessment (EA) or Environmental Impact Statement (EIS)

H. Mitigation planning and design for impacts to threatened and endangered species, wetlands/waters, or historic/archaeological resources.
I. Utility relocation plans
J. Preparation of and coordination for an individual Section 404 permit and individual Section 401 Water Quality Certification.
K. Landscaping plans other than turf restoration will not be included in the plans. Any tree replacements necessary will be not be included in the plans, but will be coordinated with the City to be replaced at an offsite location.
L. Sanitary sewer plans and details.
M. Necessary permitting and/or mitigation for floodplain impacts.
N. Temporary and permanent roadway lighting analysis and design, existing lighting will be maintained where present.
O. Traffic volumes and analysis at any intersections that are not currently signalized.

P. Retaining wall evaluation and design.
Q. Railroad signal design or warning time study. It is assumed that the signals design and construction will be completed by the railroad.

The contract conditions attached in Attachment D shall be included as a part of this agreement

ATTACHMENT B

HANSON PROFESSIONAL SERVICES INC.

COST ESTIMATE OF CONSULTANT SERVICES

		Totals →	$123,342	$ 191,141	$ 314,483	100%	$ 50	$ 75	$ 1,440	$ 189,576	$ 40.88	3017	68	443	80	724	163	586	920	-	22	-	11
		Click here for Help inserting rows	Labor	Expenses	Total	% of	Other Direct Costs				Ave Hourly	Total	EASVIII	EASVII	EASVI	EASV	EASIV	EASII	TVI	EASIII	TV	TIV	AV
			$	$	$	Total	Printing	Postage	Travel	Other	Rate	Hours	70.00	60.42	50.89	44.64	37.79	28.21	34.50	31.17	31.60	28.88	27.22
Task #	Task Description																						
1	**Public Involvement**		$ 1,704	$ 826	2,530	1%	$ -	$ -	$ 60	$ 766	$ 46.04	37	-	11	-	14	-	-	12	-	-	-	-
2	A. Public Meeting - 1				690				$ 60		$ 52.53	12		6		6							
3	B. Prepare Documents for Public Meetings				875						$ 43.74	20		4		8			8				
4	C. Public Meeting Renderings				964					$ 766	$ 39.68	5		1					4				
5					-							-											
6	**Survey - CDI**		$ 420	$ 27,560	27,980	9%	$ -	$ -	$ -	$ 27,560	$ 52.53	8	-	4	-	4	-	-	-	-	-	-	-
7	A. Field Survey Services				27,980					$ 27,560	$ 52.53	8		4		4							
8																							
9																							
10																							
11																							
12																							
13																							
14					-							-											
15	**Land Aquisition - CDI**		$ -	$ 6,000	6,000	2%	$ -	$ -	$ -	$ 6,000		-	-	-	-	-	-	-	-	-	-	-	-
16	A. Land Acquisition				6,000					$ 6,000		-											
17																							
18																							
19					-							-											
20	**Environmental**		$ 7,004	$ 7,715	14,719	5%	$ 50	$ 25	$ 180	$ 7,460	$ 42.19	166	11	-	48	-	74	-	-	-	22	-	11
21	A. Section 404 (NWP) Permit Application				2,734			$ 10			$ 43.93	62	4		30		8				16		4
22	B. Preliminary Site Investigation (PSI)				10,057		$ 50	$ 15	$ 180	$ 7,160	$ 39.01	68	3		5		50				6		4
23	C. Request Biological Clearance Update				547						$ 54.71	10	2		8								
24	D. PESA Validation				1,381					$ 300	$ 41.57	26	2		5		16						3
25					-							-											
26	**Drainage Design (Roadway) - CDI**		$ 1,051	$ 97,815	98,866	31%	$ -	$ -	$ -	$ 97,815	$ 43.80	24	4	-	-	8	-	-	12	-	-	-	-
27	A. Drainage Plan Preparation Services				98,866					$ 97,815	$ 43.80	24	4			8			12				
28																							
29																							
30																							
31																							
32	**Watermain Design - CDI**		$ 1,051	$ 49,975	51,026	16%	$ -	$ -	$ -	$ 49,975	$ 43.80	24	4	-	-	8	-	-	12	-	-	-	-
33	A. Water Main Design Services				51,026					$ 49,975	$ 43.80	24	4			8			12				
34																							
35																							
36																							
37																							
38																							
39	**Roadway Design**		$ 15,710	$ 60	15,770	5%	$ -	$ -	$ 60	$ -	$ 37.40	420	2	42	-	130	-	200	46	-	-	-	-
40	A. Field Visit/Summarize Design Criteria				593				$ 60		$ 44.42	12		4		4		4					
41	B. Coordinate/Finalize Horizontal/Vertical Alignments				478						$ 47.80	10		2		8							
42	C. Finalize Pavement Design Calculation				393						$ 43.66	9	1	2		2		4					
43	D. Develop Typical Roadway Section				511						$ 39.28	13	1	2				4	6				
44	E. Develop Prop Cross Sections (50' Interval)				8,240						$ 33.22	248		8		60		180					
45	F. Identify Utility Conflicts				1,083						$ 41.67	26		6		8		8	4				
46	G. Develop Plan & Profile Sheets				2,382						$ 41.07	58		10		12			36				
47	H. Finalize ROW and Easement Needs				1,019						$ 50.95	20		8		12							
48	I. Erosion Control Design				1,071						$ 44.64	24				24							
49					-							-											

	Totals →	$123,342	$ 189,981	$ 313,323	100%	$ 50	$ 75	$ 1,440	$ 188,416	$ 40.88	3017	68	443	80	724	163	586	920	-	22	-	11							
	Click here for Help inserting rows	Labor	Expenses	Total	% of	Other Direct Costs				Ave Hourly	Total	EASVIII	EASVII	EASVI	EASV	EASIV	EASII	TVI	EASIII	TV	TIV	AV							
		$	$	$	Total	Printing	Postage	Travel	Other	Rate	Hours	70.00	60.42	50.89	44.64	37.79	28.21	34.50	31.17	31.60	28.88	27.22							
50	**Prefinal Plan Preparation**	$ 79,775	$ 60	79,835	25%	-	-	60	-	$ 39.20	2,035	22	212	32	487	76	385	821	-	-	-	-							
51	A. Title Sheet (w/ Sheet Index)			190						$ 47.46	4		2					2											
52	B. General Notes, Standard List, Legend/Abbrev.			349						$ 49.87	7	1	2		2			2											
53	C. Summary of Quantities Sheet			441						$ 36.72	12		2				4	6											
54	D. Schedule of Quantities			776						$ 36.96	21		3		3		9	6											
55	E. Existing/Proposed Typical Sections			2,396						$ 37.44	64		8		8		16	32											
56	F. Alignment, Ties, and Benchmarks			656						$ 40.98	16		4					12											
57	G. Right-of-Way Plans			3,118						$ 35.43	88		8				20	60											
58	H. Stage Construction / Maintenance of Traffic Plans			6,924						$ 36.83	188		8		60		60	60											
59	I. Removals/Relocations Plan			6,080						$ 36.19	168		8		20		20	120											
60	J. Plan / Profile Sheets (1" = 20' H & 1" = 5' V)			5,405						$ 36.03	150	2	8		20		40	80											
61	K. Pavement Marking / Signing and Details (1"=20')			3,438						$ 35.08	98		8		10		40	40											
62	L. Erosion Control Plans			3,438						$ 35.08	98		8		10		40	40											
63	M. Drainage Plans - Regional			2,101						$ 42.03	50		2		32			16											
64	N. Intersection Detail			1,385						$ 36.44	38		4		2		8	24											
65	O. ADA Sidewalk Ramp Details			1,385						$ 36.44	38		4		2		8	24											
66	P. Traffic Signal Plans			4,951						$ 41.26	120		8	24		64		24											
67	P. Interconnect Plans			1,533						$ 40.35	38		2	8		12		16											
68	Q. Miscellaneous details			3,209						$ 37.32	86	1	5		20		20	40											
69	R. Railroad Crossing Details			1,826						$ 43.49	42	2	4		20			16											
70	S. Cross Section Sheets - Hamilton Road			7,908						$ 41.19	192		12		96			84											
71	T. Cross Section Sheets - Rhodes Lane			1,977						$ 41.19	48		3		24			21											
72	U. Cross Section Sheets - Bunn Street			1,318						$ 41.19	32		2		16			14											
73	V. Cross Section Sheets - Commerce Parkway			659						$ 41.19	16		1		8			7											
74	W. Cross Section Sheets - Morrissey Drive			1,036						$ 41.44	25		2		12			11											
75																													
76	**Prefinal Plan Submital**																												
77	A. Calculate and schedule quantities			1,457						$ 36.43	40				20		20												
78	B. Prepare Opinion of Probable Construction Cost and Estimate of Time			404						$ 33.69	12				4		8												
79	C. Special Provisions			1,835						$ 50.96	36	4	8		24														
80	D. Storm Water Pollution Prevention Plan (SWPPP)			599						$ 49.90	12		4		8														
81	E. Plot & Submit Preliminary PS&E			712						$ 35.59	20		2		2		8	8											
82	F. QC/QA Review			2,977						$ 62.02	48	8	40																
83				-							-																		
84	**Final Plan Preparation**																												
85	A. Final Roadway Plans (Incorporate review comments)			5,502						$ 39.30	140		20		40		40	40											
86	B. Disposition of Comments			824						$ 41.22	20		4		8		8												
87	C. Final Quantities			980						$ 37.68	26		2		8		8	8											
88	D. Plot & Submit Final PS&E			801						$ 36.41	22		2		4		8	8											
89	E. Attend Pre Bid Meeting			480				$ 60		$ 52.53	8		4		4														
90	F. QC/QA Review			763						$ 63.61	12	4	8																
91				-							-																		
92	**Project Administration**	$ 16,628	$ 1,130	17,758	6%	$ -	$ 50	$ 1,080	$ -	$ 54.88	303	25	174	-	73	13	1	17	-	-	-	-							
93	A. Kick-off meeting with client			480				$ 60		$ 52.53	8		4		4														
94	B. Internal team kick-off meeting			336						$ 48.00	7	1	2		1	1	1	1											
95	D. Staffing and Management Plan			242						$ 60.42	4		4																
96	E. Financial and Schedule Control			1,450						$ 60.42	24		24																
97	F. Coordinate with City (3 meetings)			905				$ 180		$ 60.42	12		12																
98	F. Coordinate with IDOT (2 meetings)			1,359				$ 180		$ 49.11	24		12			12													
99	G. Bi-Monthly Coordination Meeting (1)			1,717				$ 180		$ 48.02	32		12		12			8											
100	H. Coordination with Property Owners			1,690				$ 240		$ 60.42	24		24																
101	I. Coordination with Utilities			1,318				$ 120		$ 49.90	24		8		16														
102	J. Coordination with Railroad			4,322				$ 120		$ 52.53	80		40		40														
103	K. Coordination with ICC			3,180			$ 50			$ 65.21	48	24	24																
104	K. PDR Addendum			759						$ 47.46	16		8					8											

ATTACHMENT C

CLARK DIETZ, INC.

SUBCONSULTANT COST PROPOSAL

Proposal for Hamilton Road Extension, Phase II Services
Bunn Street to Commerce Parkway
City of Bloomington / Hanson Professional Services
McLean County

Clark Dietz, Inc.

Cost Estimate of Consultant Services

Phase II Services

		LABOR (A)	SALARY (B)	(1) OVERHEAD, FRINGE & PROFIT (C)	SUBTOTAL (D)	EXPENSES (E)	(2) OUTSIDE SERVICES (F)	TOTAL (G)	PERCENT OF GRAND TOTAL (H)
I.	Drainage Plans	660	$30,171.60	$64,868.95	$95,040.55	$2,774.45	$0.00	$97,815.00	53.94%
II.	Field Survey Services	198	$8,201.15	$17,632.47	$25,833.62	$1,726.38	$0.00	$27,560.00	15.20%
III.	Land Acquisition Document Preparation	35	$1,542.45	$3,316.27	$4,858.72	$1,141.28	$0.00	$6,000.00	3.31%
IV.	Water Main Design	363	$15,218.85	$32,720.53	$47,939.38	$2,035.62	$0.00	$49,975.00	27.56%
GRAND TOTAL		**1256**	**$55,134.05**	**$118,538.22**	**$173,672.27**	**$7,677.73**	**$0.00**	**$181,350.00**	**100.00%**

(1) Salary x 2.15 (Includes overhead, fringe burden & profit). Based on IDOT's CPFF formula.

(2) Existing pipe conditions, televising and reporting (if necessary) to be provided by the City of Bloomington.
Soils survey and recommendations to be provided by others.
Environmental surveys including Special Waste, PESA and PSI to be provided by others.
Wetland determination, delineations, surveys and evaluations to be provided by others.
Subsurface investigations (if necessary) to be provided by others.

Proposal for Hamilton Road Extension, Phase II Services
Bunn Street to Commerce Parkway
City of Bloomington / Hanson Professional Services
McLean County

Clark Dietz, Inc.

Cost Estimate of Consultant Services

Drainage Plan Preparation Services

		LABOR	SALARY	(1) OVERHEAD, FRINGE & PROFIT	SUBTOTAL	EXPENSES	TOTAL	PERCENT OF TOTAL
		(A)	(B)	(C)	(D)	(E)	(F)	(G)
I.	Roadway Drainage Design (DESIGN)	58	$2,924.00	$6,286.60	$9,210.60	$99.40	$9,310.00	9.52%
II.	Utility Analysis (UTIL)	18	$753.00	$1,618.95	$2,371.95	$58.05	$2,430.00	2.48%
III.	Drainage Plans (PLAN)	504	$22,091.70	$47,497.16	$69,588.86	$1,906.14	$71,495.00	73.09%
IV.	Contract Administration (ADMN)	80	$4,402.90	$9,466.24	$13,869.14	$710.86	$14,580.00	14.91%
TOTAL		**660**	**$30,171.60**	**$64,868.95**	**$95,040.55**	**$2,774.45**	**$97,815.00**	**100.00%**

(1) Salary x 2.15 (Includes overhead, fringe burden & profit). Based on IDOT's CPFF formula.

Proposal for Hamilton Road Extension, Phase II Services
Bunn Street to Commerce Parkway
City of Bloomington / Hanson Professional Services
McLean County

Estimated Labor Hours/Salary Worksheets
Clark Dietz, Inc.

Drainage Plan Preparation Services

Project Element		Project Manager $63.50	Senior Engineer $46.25	Project Engineer $32.60	Senior Tech $50.00	Tech $37.25	Total Hours	Total Salary
I.	**Roadway Drainage Design (DESIGN)**							
A.	Review Phase I Location Drainage Study and verify basis of design	1			2		3	$163.50
B.	Obtain and review Phase I Preliminary Design Plans and CADD files	1			2		3	$163.50
C.	Update Phase I StormCAD and CulvertMaster models and prepare outputs		8		40		48	$2,370.00
D.	Coordination with Hanson for proposed Roadway/Drainage design	1			2		3	$163.50
E.	Local Agency coordination for drainage	1					1	$63.50
	Total Hours Section I.	**4**	**8**	**0**	**46**	**0**	**58**	
	Total Salaries Section I.	**$254.00**	**$370.00**	**$0.00**	**$2,300.00**	**$0.00**		**$2,924.00**
	Average Salary Section I.							**$50.41**
II.	**Utility Analysis (UTIL)**							
* A.	Analyze utility conflicts and revise drainage designs as possible to mitigate	1		6	2		9	$359.10
B.	Coordinate with Hanson for additional utility data and/or locates	1		4	4		9	$393.90
	Total Hours Section II.	**2**	**0**	**10**	**6**	**0**	**18**	
	Total Salaries Section II.	**$127.00**	**$0.00**	**$326.00**	**$300.00**	**$0.00**		**$753.00**
	Average Salary Section II.							**$41.83**

* Scope of services does not include utility coordination on behalf of overall roadway design and various project improvements.

Proposal for Hamilton Road Extension, Phase II Services
Bunn Street to Commerce Parkway
City of Bloomington / Hanson Professional Services
McLean County

Estimated Labor Hours/Salary Worksheets
Clark Dietz, Inc.

Drainage Plan Preparation Services

Project Element		Project Manager $63.50	Senior Engineer $46.25	Project Engineer $32.60	Senior Tech $50.00	Tech $37.25	Total Hours	Total Salary
III.	**Drainage Plans (PLAN)**							
A.	Plan view layout of storm sewer network including drainage structures	2	2		16	32	52	$2,211.50
B.	Obtain and review intersection details and cross sections from Roadway designers. Verify and/or establish proposed rim elevations.	1			4	8	13	$561.50
C.	Preparation of proposed storm sewer trunk line in profile view (Hanson's Plan & Profile Sheets - assume 20)	1			8	40	49	$1,953.50
D.	Preparation of Plan and Profile Drainage Tables (assume 20 sheets)	8			120	76	204	$9,339.00
E.	Miscellaneous Details & Detention Basin Plan (assume 8 sheets)		2		16	24	42	$1,786.50
G.	Special Drainage Structure/Culvert Details				20	20	40	$1,745.00
H.	Pay item determination and quantity calculations	2	2	4	8	48	64	$2,537.90
I.	Estimate of cost	2		8			10	$387.80
J.	Technical Specifications	2		10	2		14	$553.00
K.	QA/QC and address review comments	16					16	$1,016.00
	Total Hours Section III.	**34**	**6**	**22**	**194**	**248**	**504**	
	Total Salaries Section III.	**$2,159.00**	**$277.50**	**$717.20**	**$9,700.00**	**$9,238.00**		**$22,091.70**
	Average Salary Section III.							**$43.83**

* B. Hanson to provide proposed tin model
* G. Hanson to provide structural drawings with Clark Dietz hydraulic inputs

IV.	**Contract Administration (ADMN)**							
* A.	Update Project Work Plan	2					2	$127.00
* B.	Monthly progress meetings with Hanson (assume 10)	10	10	2	10		32	$1,662.70
* C.	Misc. coordination with regulatory agencies	4	8	2	8		22	$1,089.20
* D.	Monthly administration of contract (assume 12 months)	24					24	$1,524.00
	Total Hours Section IV.	**40**	**18**	**4**	**18**	**0**	**80**	
	Total Salaries Section IV.	**$2,540.00**	**$832.50**	**$130.40**	**$900.00**	**$0.00**		**$4,402.90**
	Average Salary Section IV.							**$55.04**

* Contract administration for drainage, survey, land aq, and water main phase II design services as noted herein.

GRAND TOTAL HOURS	**80**	**32**	**36**	**264**	**248**	**660**	
GRAND TOTAL SALARIES	**$5,080.00**	**$1,480.00**	**$1,173.60**	**$13,200.00**	**$9,238.00**		**$30,171.60**
GRAND TOTAL AVERAGE SALARY							**$45.71**

Proposal for Hamilton Road Extension, Phase II Services
Bunn Street to Commerce Parkway
City of Bloomington / Hanson Professional Services
McLean County

Summary of Estimated Direct Expenses

Drainage Plan Preparation Services

		Mileage	Meals	Motel	Reproduction	Telephone/ Fax	Postage	Misc.	CADD	Totals
I.	Roadway Drainage Design (DESIGN)	$0.00	$0.00	$0.00	$0.00	$0.00	$9.40	$0.00	$90.00	$99.40
II.	Utility Analysis (UTIL)	$0.00	$0.00	$0.00	$50.00	$0.00	$8.05	$0.00	$0.00	$58.05
III.	Drainage Plans (PLAN)	$0.00	$0.00	$0.00	$300.00	$0.00	$16.14	$0.00	$1,590.00	$1,906.14
III.	Contract Administration (ADMN)	$500.00	$0.00	$0.00	$100.00	$100.00	$10.86	$0.00	$0.00	$710.86
	TOTALS	**$500.00**	**$0.00**	**$0.00**	**$450.00**	**$100.00**	**$44.45**	**$0.00**	**$1,680.00**	**$2,774.45**

Proposal for Hamilton Road Extension, Phase II Services
Bunn Street to Commerce Parkway
City of Bloomington / Hanson Professional Services
McLean County

Clark Dietz, Inc.

Cost Estimate of Consultant Services

Field Survey Services

		LABOR	SALARY	(1) OVERHEAD, FRINGE & PROFIT	SUBTOTAL	EXPENSES	(2) TOTAL	PERCENT OF TOTAL
		(A)	(B)	(C)	(D)	(E)	(F)	(G)
I.	Preliminary Coordination and Data Gathering (DATA)	4	$198.35	$426.45	$624.80	$1,255.20	$1,880.00	6.82%
II.	Control Field Surveys (CTRL)	16	$657.60	$1,413.84	$2,071.44	$103.56	$2,175.00	7.89%
III.	Field Surveys (SURV)	178	$7,345.20	$15,792.18	$23,137.38	$367.62	$23,505.00	85.29%
TOTAL		**198**	**$8,201.15**	**$17,632.47**	**$25,833.62**	**$1,726.38**	**$27,560.00**	**100.00%**

(1) Salary x 2.15 (Includes overhead, fringe burden & profit). Based on IDOT's CPFF formula.

(2) Assumed COB notice to proceed such that survey is complete before winter months and/or delayed until spring. Additional effort for winter survey is not included.

Proposal for Hamilton Road Extension, Phase II Services
Bunn Street to Commerce Parkway
City of Bloomington / Hanson Professional Services
McLean County

Estimated Labor Hours/Salary Worksheets
Clark Dietz, Inc.

Field Survey Services

Project Element		Project Manager $63.50	PLS $44.95	Survey Tech $37.25			Total Hours	Total Salary
I.	**Preliminary Coordination and Data Gathering (DATA)**							
A.	Courthouse research for expanded limits (Obtain Copies of Subdivision Plats, Surveys, Monument Records, R.O.W. Plats & Easements).		1				1	$44.95
B.	Preliminary field layout for Survey Control and Centerline Staking.		1				1	$44.95
C.	Develop Survey Plan for detailed property monument & topographic survey.	1	1				2	$108.45
	Total Hours Section I.	**1**	**3**	**0**	**0**	**0**	**4**	
	Total Salaries Section I.	**$63.50**	**$134.85**	**$0.00**	**$0.00**	**$0.00**		**$198.35**
	Average Salary Section I.							**$49.59**
II.	**Control Field Surveys (CTRL)**							
A.	Field Locate Monument Recorded Section Corners, Tie As Required.						0	$0.00
B.	Field search for unrecorded section corners needed for project property definition.						0	$0.00
C.	Locate, Uncover, Flag all property corner & Existing R.O.W. monumentation for expanded limits.		2	2			4	$164.40
D.	Field Locate Peripheral Block, Subdivision, Property Corners and shoot.						0	$0.00
E.	Set & Tie Data additional collection points for expanded project limits including Hamilton & Rte 150 intersection.		3	3			6	$246.60
F.	Traverse & Run Level Circuit Through Data Collection Points & Traverse Section Corners. (assume vertical benchmarks from previous survey are available.		3	3			6	$246.60
	Total Hours Section II.	**0**	**8**	**8**	**0**	**0**	**16**	
	Total Salaries Section II.	**$0.00**	**$359.60**	**$298.00**	**$0.00**	**$0.00**		**$657.60**
	Average Salary Section II.							**$41.10**

Proposal for Hamilton Road Extension, Phase II Services
Bunn Street to Commerce Parkway
City of Bloomington / Hanson Professional Services
McLean County

Estimated Labor Hours/Salary Worksheets
Clark Dietz, Inc.

Field Survey Services

Project Element		Project Manager $63.50	PLS $44.95	Survey Tech $37.25			Total Hours	Total Salary
III. Field Surveys (SURV)								
* A.	Topographic, X-Section, Property Pin Locates (Hamilton, Bunn, Rhodes expanded limits and Hamilton/Rte 150 Intersection).	1	24	24			49	$2,036.30
B.	Download Data Collector, Data Reduction, Back-Up Files.		2	6			8	$313.40
C.	Shoot/Compile/Index Photo Log.		2	2			4	$164.40
D.	Final Stake and Tie P.I.'s for Proposed Centerline.						0	$0.00
E.	Sanitary / Storm Structure Inspection Reports for additional limits.		10	10			20	$822.00
F.	Regional drainage study related data collection and surveys.		32	32			64	$2,630.40
G.	Pick-up Survey as requested by Designer (assume 2 trips maximum)	1	16	16			33	$1,378.70
	Total Hours Section III.	**2**	**86**	**90**	**0**	**0**	**178**	
	Total Salaries Section III.	**$127.00**	**$3,865.70**	**$3,352.50**	**$0.00**	**$0.00**		**$7,345.20**
	Average Salary Section III.							**$41.27**

* Phase II level of topographic survey assumed. Additional scope will be necessary to complete the survey during the winter months (not included herein).

GRAND TOTAL HOURS	**3**	**97**	**98**	**0**	**0**	**198**	
GRAND TOTAL SALARIES	**$190.50**	**$4,360.15**	**$3,650.50**	**$0.00**	**$0.00**		**$8,201.15**
GRAND TOTAL AVERAGE SALARY							**$41.42**

Proposal for Hamilton Road Extension, Phase II Services
Bunn Street to Commerce Parkway
City of Bloomington / Hanson Professional Services
McLean County

Summary of Estimated Direct Expenses

Field Survey Services

		Mileage	Meals	Motel	Reproduction	Telephone/ Fax	Postage	Misc. (1)	CADD	Totals
I.	Preliminary Coordination and Data Gathering (DATA)	$0.00	$0.00	$0.00	$0.00	$0.00	$5.20	$1,250.00	$0.00	$1,255.20
II.	Control Field Surveys (CTRL)	$100.00	$0.00	$0.00	$0.00	$0.00	$3.56	$0.00	$0.00	$103.56
III.	Field Surveys (SURV)	$200.00	$0.00	$0.00	$0.00	$50.00	$7.62	$50.00	$60.00	$367.62
	TOTALS	**$300.00**	**$0.00**	**$0.00**	**$0.00**	**$50.00**	**$16.38**	**$1,300.00**	**$60.00**	**$1,726.38**

(1.) - Miscellaneous expenses for survey supplies and photo log materials. $1,250 Railroad ROW Permit Fee.

Proposal for Hamilton Road Extension, Phase II Services
Bunn Street to Commerce Parkway
City of Bloomington / Hanson Professional Services
McLean County

Clark Dietz, Inc.

Cost Estimate of Consultant Services

Land Acquisition Document Preparation

		LABOR (A)	SALARY (B)	(1) OVERHEAD, FRINGE & PROFIT (C)	SUBTOTAL (D)	EXPENSES (E)	TOTAL (F)	PERCENT OF TOTAL (G)
I.	Right of Way Plans & Parcel Plats Development (ROW)	29	$1,272.75	$2,736.41	$4,009.16	$985.84	$4,995.00	83.25%
II.	Field Staking of Property Line Intersection and Proposed R.O.W. Corridor Configuration (STAKE)	6	$269.70	$579.86	$849.56	$155.44	$1,005.00	16.75%
TOTAL		**35**	**$1,542.45**	**$3,316.27**	**$4,858.72**	**$1,141.28**	**$6,000.00**	**100.00%**

(1) Salary x 2.15 (Includes overhead, fringe burden & profit). Based on IDOT's CPFF formula.

Proposal for Hamilton Road Extension, Phase II Services
Bunn Street to Commerce Parkway
City of Bloomington / Hanson Professional Services
McLean County

Estimated Labor Hours/Salary Worksheets
Clark Dietz, Inc.

Land Acquisition Document Preparation

		Project Manager $63.50	P.L.S. $44.95	CADD Tech $37.25				Total Hours	Total Salary
Project Element									
I.	**Right of Way Plans & Parcel Plats Development (ROW)**								
	A. Courthouse Research and Develop Preliminary Existing R.O.W./Existing Property Line Configuration in CADD from Record Information.		2					2	$89.90
	B. Configure CADD Model of Existing R.O.W. and Property Lines with Field Surveyed Data.		2					2	$89.90
	C. Field Check & Pick-up Survey.		4	4				8	$328.80
	D. Review Title Letters, Incorporate Record Data, Easements, etc., into R.O.W. Plans.		2					2	$89.90
	E. Coordination with Design Engineers for Proposed R.O.W. & Temporary Construction Easement Configuration/Geometry, Configure on CADD Model.		2					2	$89.90
*	F. Develop Legal Descriptions for 1 ROW and 1 TCE parcels *		4					4	$179.80
*	G. Annotate Metes & Bounds Courses in CADD Model.		4					4	$179.80
*	H. R.O.W./Easement Plan Details, Ties, General Annotation and Parcel Plats (2 Individual Plats).		4					4	$179.80
	I. Create and file survey monument records.		1					1	$44.95
	Total Hours Section I.	**0**	**25**	**4**	**0**	**0**	**0**	**29**	
	Total Salaries Section I.	**$0.00**	**$1,123.75**	**$149.00**	**$0.00**	**$0.00**	**$0.00**		**$1,272.75**
	Average Salary Section I.								**$43.89**

* Hard copy and dvd provided to City (effort assumes 1 additional parcel and 2 Plats). City to develop conveyance documents.

Proposal for Hamilton Road Extension, Phase II Services
Bunn Street to Commerce Parkway
City of Bloomington / Hanson Professional Services
McLean County

Estimated Labor Hours/Salary Worksheets
Clark Dietz, Inc.

Land Acquisition Document Preparation

Project Element	Project Manager $63.50	P.L.S. $44.95	CADD Tech $37.25				Total Hours	Total Salary
II. Field Staking of Property Line Intersection and Proposed R.O.W. Corridor Configuration (STAKE)								
A. Develop Staking Plan from CADD Model - Organize Field Procedures.		1					1	$44.95
B. Coordination of Procedures with Survey Crew.		1					1	$44.95
* C. Stake Final ROW Points - Iron Pins - with Cap.		3					3	$134.85
D. Project Management and Coordination with Hanson/City.		1					1	$44.95
Total Hours Section II.	**0**	**6**	**0**	**0**	**0**	**0**	**6**	
Total Salaries Section II.	**$0.00**	**$269.70**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$269.70**
Average Salary Section II.								**$44.95**

* Staking to be done after construction is complete. Includes all proposed ROW points and resetting existing property monuments lost due to construction operations.

GRAND TOTAL HOURS	**0**	**31**	**4**	**0**	**0**	**0**	**35**	
GRAND TOTAL SALARIES	**$0.00**	**$1,393.45**	**$149.00**	**$0.00**	**$0.00**	**$0.00**		**$1,542.45**
GRAND TOTAL AVERAGE SALARY								**$44.07**

Proposal for Hamilton Road Extension, Phase II Services
Bunn Street to Commerce Parkway
City of Bloomington / Hanson Professional Services
McLean County

Summary of Estimated Direct Expenses

Land Acquisition Document Preparation

		Mileage	Meals	Motel	Reproduction	Telephone/ Fax	Postage	Misc. (1)	CADD	Totals
I.	Right of Way Plans & Parcel Plats Development (ROW)	$100.00	$0.00	$0.00	$100.00	$0.00	$5.84	$600.00	$180.00	$985.84
II.	Field Staking of Property Line Intersection and Proposed R.O.W. Corridor Configuration (STAKE)	$100.00	$0.00	$0.00	$0.00	$0.00	$5.44	$50.00	$0.00	$155.44
	TOTALS	**$200.00**	**$0.00**	**$0.00**	**$100.00**	**$0.00**	**$11.28**	**$650.00**	**$180.00**	**$1,141.28**

(1.) Miscellaneous expenses for survey supplies - assume $50
Miscellaneous expenses are for Title Searches (1 Parcels). Assume $600

Proposal for Hamilton Road Extension, Phase II Services
Bunn Street to Commerce Parkway
City of Bloomington / Hanson Professional Services
McLean County

Clark Dietz, Inc.

Cost Estimate of Consultant Services

Water Main Design Services

		LABOR (A)	SALARY (B)	(1) OVERHEAD, FRINGE & PROFIT (C)	SUBTOTAL (D)	EXPENSES (E)	TOTAL (F)	PERCENT OF TOTAL (G)
I.	Conceptual Water Main Design (WMCON)	8	$352.00	$756.80	$1,108.80	$156.20	$1,265.00	2.53%
II.	Preliminary Water Main Design (WMDSN)	36	$1,644.00	$3,534.60	$5,178.60	$261.40	$5,440.00	10.89%
III.	Water Main Plans, Specs, Estimates (WMPSE)	319	$13,222.85	$28,429.13	$41,651.98	$1,618.02	$43,270.00	86.58%
TOTAL		**363**	**$15,218.85**	**$32,720.53**	**$47,939.38**	**$2,035.62**	**$49,975.00**	**100.00%**

(1) Salary x 2.15 (Includes overhead, fringe burden & profit). Based on IDOT's CPFF formula.

Proposal for Hamilton Road Extension, Phase II Services
Bunn Street to Commerce Parkway
City of Bloomington / Hanson Professional Services
McLean County

Estimated Labor Hours/Salary Worksheets
Clark Dietz, Inc.

Water Main Design Services

Project Element		Project Manager $63.50	Senior Engineer $46.25	Project Engineer $32.60	Senior Tech $50.00	Tech $37.25		Total Hours	Total Salary
I.	**Conceptual Water Main Design (WMCON)**								
A.	Obtain and review Phase I Preliminary Design Plans		2					2	$92.50
B.	Revise and update watermain conceptual layout		2			2		4	$167.00
C.	Coordination with Hanson for proposed Roadway/Drainage design		2					2	$92.50
	Total Hours Section I.	**0**	**6**	**0**	**0**	**2**	**0**	**8**	
	Total Salaries Section I.	**$0.00**	**$277.50**	**$0.00**	**$0.00**	**$74.50**	**$0.00**		**$352.00**
	Average Salary Section I.								**$44.00**
II.	**Preliminary Water Main Design (WMDSN)**								
A.	Develop preliminary route plan		2			6		8	$316.00
B.	Gather right-of-way information					2		2	$74.50
C.	Contact utility companies							0	$0.00
D.	Coordination of railroad crossing and IDOT jurisdiction	4	8					12	$624.00
E.	Complete design computations		1					1	$46.25
F.	Submit preliminary plans to Client		1			2		3	$120.75
G.	Meeting with Client & field review (assume 2 trips)		10					10	$462.50
	Total Hours Section II.	**4**	**22**	**0**	**0**	**10**	**0**	**36**	
	Total Salaries Section II.	**$254.00**	**$1,017.50**	**$0.00**	**$0.00**	**$372.50**	**$0.00**		**$1,644.00**
	Average Salary Section II.								**$0.00**

Proposal for Hamilton Road Extension, Phase II Services
Bunn Street to Commerce Parkway
City of Bloomington / Hanson Professional Services
McLean County

Estimated Labor Hours/Salary Worksheets
Clark Dietz, Inc.

Water Main Design Services

Project Element	Project Manager $63.50	Senior Engineer $46.25	Project Engineer $32.60	Senior Tech $50.00	Tech $37.25		Total Hours	Total Salary
II. Water Main Plans, Specs, Estimates (WMPSE)								
A. Construction Drawings							0	$0.00
i. Title Sheets		1			4		5	$195.25
ii. Location Maps, General Notes, Index		1			8		9	$344.25
iii. Plan & Profile Sheets	2	24			140		166	$6,452.00
iv. Detail Sheets, including Railroad		8			28		36	$1,413.00
v. Technical Specifications		24					24	$1,110.00
B. Pay item determination and quantity calculations		4	16		4		24	$855.60
C. Estimate of cost		6					6	$277.50
D. IEPA and Railroad Permits	4	16					20	$994.00
E. Submit 95% plans & spec's to Client		1			2		3	$120.75
F. 95% Review Meeting with Client	4	6					10	$531.50
G. Quality Control Review	12						12	$762.00
H. Submit Final Construction Documents		2			2		4	$167.00
Total Hours Section III.	**22**	**93**	**16**	**0**	**188**	**0**	**319**	
Total Salaries Section III.	**$1,397.00**	**$4,301.25**	**$521.60**	**$0.00**	**$7,003.00**	**$0.00**		**$13,222.85**
Average Salary Section III.								**$0.00**
GRAND TOTAL HOURS	**26**	**121**	**16**	**0**	**200**	**0**	**363**	
GRAND TOTAL SALARIES	**$1,651.00**	**$5,596.25**	**$521.60**	**$0.00**	**$7,450.00**	**$0.00**		**$15,218.85**
GRAND TOTAL AVERAGE SALARY								**$41.93**

Proposal for Hamilton Road Extension, Phase II Services
Bunn Street to Commerce Parkway
City of Bloomington / Hanson Professional Services
McLean County

Summary of Estimated Direct Expenses

Water Main Design Services

		Mileage	Meals	Motel	Reproduction	Telephone/ Fax	Postage	Misc.	CADD	Totals
I.	Conceptual Water Main Design (WMCON)	$0.00	$0.00	$0.00	$0.00	$0.00	$6.20	$0.00	$150.00	$156.20
II.	Preliminary Water Main Design (WMDSN)	$200.00	$0.00	$0.00	$50.00	$0.00	$11.40	$0.00	$0.00	$261.40
II.	Water Main Plans, Specs, Estimates (WMPSE)	$0.00	$0.00	$0.00	$150.00	$50.00	$8.02	$0.00	$1,410.00	$1,618.02
	TOTALS	**$200.00**	**$0.00**	**$0.00**	**$200.00**	**$50.00**	**$25.62**	**$0.00**	**$1,560.00**	**$2,035.62**

ATTACHMENT D

CITY OF BLOOMINGTON - CONSULTANT SERVICES CONTRACT ADDENDUM

GENERAL CONDITIONS (C-S) REV. 7

Addendum to Scope of Services

City of Bloomington Public Works Department

Baseline Consultant Expectations:

1. Quality
    a. The Consultant shall consult with the City to determine the final design with constructability and ease of maintenance in mind.
    b. The quality of the construction plans shall reflect the percent complete when submitted to the City for review. All plans shall be reviewed for quality assurance / quality control prior to submittal to the City. The City will not design the project and shall resend back to the Consultant if the quality is substandard.
2. Customer Service / Communication
    a. During initial design phases, Consultant will discuss material decisions with the City. Material decisions shall include all major components of the project. For example, pumps, electrical controls, software, pipe materials, pavement designs, signal materials and erosion protection.
    b. Consistent communication with the Project Manager for the City is critical.
    c. Communication through email is preferred for record keeping purpose.
    d. If issues arise that prevent timelines from being met or cause additional costs in the design, it is critical that the consultant contact the city as soon as possible.
    e. Electronic files shall be provided to the City upon completion of the design.
    f. Quantity take.off and calculation sheets shall be provided for construction field inspection.
3. Project Management
    a. Extensive field work throughout the design is expected. An onsite "plan in hand" meeting shall be scheduled with the City during appropriate phases of the design.
    b. Consultants shall be expected to submit plans with sufficient time for City to provide an adequate review of the design. This City review time shall be built into the project schedule up front.
    c. As.built information provided from previous construction plans shall be used to supplement survey data. Comprehensive survey data collection shall be done to verify as much field information as possible.
    d. Consulting contracts shall include a timeline for completion of design. The timeline provided shall allow sufficient time for dealing with outside agencies and any public interaction.
    e. Invoices submitted to the City shall include project percent complete on billing, design and timeline progression.
    f. A monthly status report shall be provided which includes major items completed, major issues, potential extra work, change orders, out of scope issues, information required from the City and other relevant issues.

The Public Works Department shall hold an exit project interview upon the completion of the project construction. This meeting will discuss how the Consultant has performed in

each of these three areas. Unfavorable performances shall impact the Consultant's selection on future City projects.

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General Conditions

Hanson Agreement: C15L0098A **Agreement Date: December 3, 2018**

Project Name: Hamilton Road Extension – Phase II Addendum

1. Invoices: Charges for services will be billed at least as frequently as monthly, and at the completion of the Project. CLIENT shall compensate HANSON for any sales or value added taxes which apply to the services rendered under this agreement or any addendum thereto. CLIENT shall reimburse HANSON for the amount of such taxes in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by HANSON. ~~Invoices are delinquent if payment has not been received within 30 days from date of invoice. There will be an additional charge of 1 1/2 percent per month compounded on amounts outstanding more than 30 days. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to HANSON per HANSON's current fee schedules.~~

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

3. Reuse of Documents: All documents including reports, drawings, specifications, and electronic media furnished by HANSON pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of this project, or on any other project. Any reuse without specific written verification or adaptation by HANSON will be at CLIENT's sole risk, and without liability to HANSON, and CLIENT shall indemnify and hold harmless HANSON from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting there from. Any such verification or adaptation will entitle HANSON to further compensation at rates to be agreed upon by CLIENT and HANSON.

4. Standard of Care: Services performed by HANSON under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party. Hanson is not acting as a municipal advisor to CLIENT as defined by the Securities and Exchange Commission.

5. General Liability Insurance and Limitation: HANSON is covered by general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with limits which HANSON considers reasonable. Certificates of insurance shall be provided to CLIENT upon request in writing. HANSON shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. HANSON shall not be responsible for any loss, damage or liability arising from any act or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which HANSON has no supervision or control.

6. Suspension of Services: If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, HANSON may suspend performance of services upon five (5) calendar days' notice to CLIENT. HANSON shall have no liability whatsoever to CLIENT, and CLIENT agrees to make no claim for any delay or damage as a result of such suspension.

7. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest

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

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

JPM

9. Additional Limitation: In recognition of the relative risks and benefits of the Project to both the CLIENT and HANSON, the risks have been allocated such that the CLIENT agrees that for the compensation herein provided HANSON cannot expose itself to damages disproportionate to the nature and scope of HANSON's services or the compensation payable to it hereunder. Therefore, the CLIENT agrees to limit its remedies against HANSON arising from HANSON's professional acts, errors or omissions, in any action based on strict liability, breach of contract, negligence or any other cause of action, such that the total aggregate amount of the CLIENT's damages shall not exceed $50,000 or HANSON's total net fee for services rendered on the Project, whichever is greater. This limitation pertains to HANSON and to its subcontractors and subconsultants, and applies as a single aggregate amount to all work performed under the Agreement, including all work performed under an amendment or modification. If CLIENT desires a limit greater than that provided above, CLIENT and HANSON shall include in this Agreement the amount of such limit and the additional compensation to be paid to HANSON for assumption of such additional risk. CLIENT must notify HANSON in writing, before HANSON commences any services, of CLIENT's intention to negotiate a greater limitation of remedies against Hanson and its associated impact on services, schedules, and compensation. Absent CLIENT's written notification to the contrary, HANSON will proceed on the basis that the total remedies against HANSON is limited as set forth above.

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

11. Assignment: Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party. Subcontracting to subconsultants, normally contemplated by HANSON as generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

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

13. Dispute Resolution: In an effort to resolve any conflicts that arise during the design and construction of this Project or following completion of this Project, the CLIENT and HANSON agree that all disputes between them arising out of or relating to this

Agreement or this Project shall be submitted to nonbinding mediation.

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

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

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

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

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

19. Shop Drawing Review: CLIENT agrees that HANSON's review of shop drawings, when such review is included in the scope of services, shall be solely for their conformance with HANSON's design intent and conformance with information given in the construction documents. HANSON shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto, all of which are the Contractor's responsibility. The Contractor will be responsible for lengths, dimensions, elevations, quantities and coordination of the work with other trades. CLIENT warrants that the Contractor shall be made aware of his responsibilities to review shop drawings and approve them in these respects before submitting them to HANSON.

20. Record Drawings: CLIENT agrees that HANSON's preparation of record drawings, when such preparation is included in the scope of services and such preparation is based on information furnished by the Contractor and/or other third parties, will be made under the assumption that all furnished information is reliable and that HANSON cannot and does not warrant the accuracy of the furnished information. In the event that the scope of services additionally provides for HANSON to conduct surveys, investigations, and field measurements to collect or verify the information needed for the record drawings, HANSON will conduct such services with the standard of care as set forth in these General Conditions

~~***21. Confidentiality:*** Each party shall retain as confidential, all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission, and are obtained or acquired by the receiving party in connection with this Agreement,~~

~~and said party shall not disclose such information to any third party.~~

22. Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or HANSON. HANSON's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against HANSON because of this Agreement or the performance or nonperformance of services hereunder. CLIENT and HANSON agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

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

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

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

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

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

ATTACHMENT E

IDOT QBS Selection Correspondence

Kurt Bialobreski

From: Luke Thoele <lthoele@cityblm.org>
Sent: Monday, December 3, 2018 3:22 PM
To: Kurt Bialobreski
Subject: Fw: RE: [External] Fw: Hamilton Road - IDOT LPA Programming Section 16-00360-00-PV

Kurt,
Please include the below correspondence as an attachment to BLR 05610,
Thank you.

Luke Thoele, P.E.
Civil Engineer II
City of Bloomington
Public Works Department
T: 309.434.2225
F: 309.434.2201
lthoele@cityblm.org

-----Forwarded by Luke Thoele/Cityblm on 12/03/2018 03:20PM -----
To: Luke Thoele <lthoele@cityblm.org>
From: "Trygg, Brian K" <Brian.Trygg@illinois.gov>
Date: 01/24/2018 02:51PM
Cc: "Magee, Daniel A" <Daniel.Magee@illinois.gov>, "Roark, Timothy P" <Timothy.Roark@illinois.gov>
Subject: RE: [External] Fw: Hamilton Road - IDOT LPA Programming Section 16-00360-00-PV

Luke,

The Department Reviewed all the data you supplied concerning QBS selection. Everything appears to have followed all the QBS requirements in place at the time the contract was let. We do not find any issues or concerns with allowing the combined Phase I, II, and III for this project. So it appears we are good to go with preparing a Phase II agreement which should be available to process if the programming is approved for FY 2019. What is the status of the Phase I work at this time?

Brian K. Trygg, PE

IDOT - Region 3/District 5

Local Roads Engineer

(217) 466-7252 (Desk Phone)

(217) 251-4858 (Mobile Phone)

Brian.Trygg@illinois.gov

From: Luke Thoele [mailto:lthoele@cityblm.org]
Sent: Thursday, January 04, 2018 7:47 AM
To: Trygg, Brian K <Brian.Trygg@illinois.gov>
Cc: Kevin Kothe <kkothe@cityblm.org>; Roark, Timothy P <Timothy.Roark@illinois.gov>; Ryan Otto <rotto@cityblm.org>
Subject: RE: [External] Fw: Hamilton Road - IDOT LPA Programming Section 16-00360-00-PV

Brian,

Please consider the following explanation of how QBS was used for this project:

In 2015 the City of Bloomington used the Quality Based Selection (QBS) process to select a consultant to study and design the Hamilton Road project from Bunn to Commerce. The QBS process was followed because it was anticipated at that time that Federal Funds may be used in the future. This was described to the City Council in Attachment F. We request that IDOT allow the selection to stand based on the fact that QBS was followed.

A timeline for the work completed follows. The purpose of this is to illustrate that the QBS process was followed. The exhibits referenced are attached for reference.

7/31/2015	RFQ for Engineering Services published in Pantagraph (Attachment A)
8/7/2015	RFQ published a 2nd time
8/26/2015	QBS Evaluation of all firms (Attachment B)
8/28/2017	QBS interviews scheduled with 2 firms (Attachment C)
9/8/2015	QBS interviews conducted and evaluated (Attachment D)
9/10/2015	Selection letter to Hanson (Attachment E)
9/14/2015	Scoping Meeting with Hanson
10/26/2015	Council Approval (Attachment F)
10/26/2015	Contract with Hanson (Attachment G)

Again, we request that IDOT allow the selection to stand. We are more than happy to discuss this further or answer any questions you may have.

Thank you for your consideration.

Luke Thoele, P.E.

Civil Engineer II

City of Bloomington

Public Works Department

T: 309.434.2225

F: 309.434.2201

lthoele@cityblm.org

-----"Trygg, Brian K" <Brian.Trygg@illinois.gov> wrote: -----

To: Luke Thoele <lthoele@cityblm.org>
From: "Trygg, Brian K" <Brian.Trygg@illinois.gov>
Date: 12/11/2017 01:15PM
Cc: Kevin Kothe <kkothe@cityblm.org>, "Roark, Timothy P" <Timothy.Roark@illinois.gov>
Subject: RE: [External] Fw: Hamilton Road - IDOT LPA Programming

Luke,

As a follow-up, I discussed your quandary with Greg Lupton in our Central Bureau. Since we have not used Federal Funds on this project yet and the QBS procedures have been implemented since June 2017, we will need to proceed with using QBS for this project.

Brian K. Trygg, PE

IDOT - Region 3/District 5

Local Roads/ Acting Land Acquisition Engineer

(217) 466-7252 (Desk Phone)

(217) 251-4858 (Mobile Phone)

Brian.Trygg@illinois.gov

From: Luke Thoele [mailto:lthoele@cityblm.org]
Sent: Monday, December 11, 2017 9:39 AM
To: Trygg, Brian K
Cc: Kevin Kothe
Subject: RE: [External] Fw: Hamilton Road - IDOT LPA Programming

Brian,

As we discussed on the phone, the City initially selected a firm for Phase I and Phase II services. The contract that we have is just for Phase I services. When the Phase I work is substantially completed we were going to get another contract for the Phase II services with the firm selected for that work.

We wish to use the firm for Phase II that we have already selected and not have to redo the QBS process. Exhibit C of BLR form 05610 has new requirements in place from when we initially selected the firm which I don't believe were satisfied. How can we approach this without having to redo the QBS process?

Thanks,

Luke Thoele, P.E.

Civil Engineer II

City of Bloomington

Public Works Department

T: 309.434.2225

F: 309.434.2201

lthoele@cityblm.org

-----"Trygg, Brian K" <Brian.Trygg@illinois.gov> wrote: -----

To: Luke Thoele <lthoele@cityblm.org>
From: "Trygg, Brian K" <Brian.Trygg@illinois.gov>
Date: 12/08/2017 08:13AM
Cc: Kevin Kothe <kkothe@cityblm.org>
Subject: RE: [External] Fw: Hamilton Road - IDOT LPA Programming

Luke,

Attached is an electronic copy of the programming form with the bulk of the updates included. I wanted to confirm the project limits before changing things. The past data was from 0.1 mile east of Bunn ST to Commerce PKWY. Your change suggests to Bunn Street to the east, but the revised stationing goes east to Morrissey. Is the project intended to go from Bunn to Morrissey? I would like to correct that data to clear up the programming.

Also wanted to discuss the Phase II Funding and Engineering agreements. After the programming is completed in January, we can proceed in drafting the Joint agreement to get is authorized after FY 2019 begins. Documentation for the Engineering Agreement will need to confirm the consultant was selected using the QBS process, and the Central Bureau typically will not request Federal Authorization until both documents are submitted for execution or concurrence. The QBS selection and negotiation takes some time, so wanted to keep that time frame in mind to minimize delay in getting authority to proceed.

Please advise what the Project limits are intended to be and I will address the programming data corrections.

Brian K. Trygg, PE

IDOT - Region 3/District 5

Local Roads/ Acting Land Acquisition Engineer

(217) 466-7252 (Desk Phone)

(217) 251-4858 (Mobile Phone)

Brian.Trygg@illinois.gov

From: Luke Thoele [mailto:lthoele@cityblm.org]
Sent: Wednesday, December 06, 2017 2:50 PM
To: Trygg, Brian K
Cc: Kevin Kothe
Subject: [External] Fw: Hamilton Road - IDOT LPA Programming

Brian,

Please see my suggestions for changes in the attached documents.

Luke Thoele, P.E.

Civil Engineer II

City of Bloomington

Public Works Department

T: 309.434.2225

F: 309.434.2201

lthoele@cityblm.org

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[attachment "2019 BLM Sec 16-00360-00-PV Bloomington BLR 17100.pdf" removed by Luke Thoele/Cityblm]

ATTACHMENT F

BDE 436 – Direct Expenses and Backup Information

Illinois Department of Transportation

Direct Costs Check Sheet

COMPANY NAME: Hanson Professional Services Inc.
PTB NUMBER: Hamilton Road Phase 2
TODAY'S DATE: 1/7/2019

ITEM	ALLOWABLE	UTILIZE W.O. ONLY	QUANTITY J.S. ONLY	CONTRACT RATE	TOTAL
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			$0.00	$0.00
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			$0.00	$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost			$0.00	$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00	$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum		2,691	$0.535	$1,440.00
Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day			$0.00	$0.00
Vehicle Rental	Actual cost (Up to $55/day)			$0.00	$0.00
Tolls	Actual cost			$0.00	$0.00
Parking	Actual cost			$0.00	$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00	$0.00
Shift Differential	Actual cost (Based on firm's policy)			$0.00	$0.00
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			$0.00	$75.00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			$0.00	$0.00
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			$0.00	$50.00
Project Specific Insurance	Actual cost			$0.00	$0.00
Monuments (Permanent)	Actual cost			$0.00	$0.00
Photo Processing	Actual cost			$0.00	$0.00
2-Way Radio (Survey or Phase III Only)	Actual cost			$0.00	$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual cost			$0.00	$0.00
CADD	Actual cost (Max $15/hour)			$0.00	$0.00
Web Site	Actual cost (Submit supporting documentation)			$0.00	$0.00
Advertisements	Actual cost (Submit supporting documentation)			$0.00	$0.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			$0.00	$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)		1	$766.00	$766.00
Recording Fees	Actual cost			$0.00	$0.00
Transcriptions (specific to project)	Actual cost			$0.00	$0.00
Courthouse Fees	Actual cost			$0.00	$0.00
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
Testing of Soil Samples*	Actual cost			$0.00	$4,040.00
Lab Services*	Actual cost (Provide breakdown of each cost)			$0.00	$0.00
Equipment and/or Specialized Equipment Rental*	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
Title Commitments				$0.00	$0.00
EDR Report			1	$300.00	$300.00
PSI Soil Borings				$0.00	$3,120.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
TOTAL DIRECT COST					**$9,791.00**

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

LEGEND
W.O. = Work Order
J.S. = Job Specific

PDC Laboratories, Inc.

PDC Laboratories, Inc.
1210 Capital Airport Drive
Springfield, IL 62707

Phone: 217.753.1148
Fax: 217.753.1152

7-Jan-19

Quotation for Analytical Services

Company: **Hanson Professional Services**
Contact: **Ryan Lawless**
Address: **1525 South Sixth Street**
Springfield, IL 62703
Phone: **(217) 788-2450** Fax: **(217) 788-5241**

Project: **Bloomington, IL Project**
TAT: **5 working days**

Expires: 7-Jan-20

Pricing Summary

Parameter	Method	Comments	Quantity	TAT (days)	Unit Price	Extended Price
Solid						
Toxicity Characteristic Leaching Procedure	SW1311 R0 1992		8	5	$50.00	$400.00
Arsenic	SW6010B R2 1996		8	5	$10.00	$80.00
Barium	SW6010B R2 1996		8	5	$10.00	$80.00
Cadmium	SW6010B R2 1996		8	5	$10.00	$80.00
Chromium	SW6010B R2 1996		8	5	$10.00	$80.00
Lead	SW6010B R2 1996		8	5	$10.00	$80.00
TCLP Arsenic	SW6010B R2 1996		8	5	$10.00	$80.00
TCLP Barium	SW6010B R2 1996		8	5	$10.00	$80.00
TCLP Cadmium	SW6010B R2 1996		8	5	$10.00	$80.00
TCLP Chromium	SW6010B R2 1996		8	5	$10.00	$80.00
TCLP Lead	SW6010B R2 1996		8	5	$10.00	$80.00
Mercury	SW6020A R1 1998		8	5	$10.00	$80.00
Selenium	SW6020A R1 1998		8	5	$10.00	$80.00
Silver	SW6020A R1 1998		8	5	$10.00	$80.00
TCLP Mercury	SW6020A R1 1998		8	5	$10.00	$80.00
TCLP Selenium	SW6020A R1 1998		8	5	$10.00	$80.00
TCLP Silver	SW6020A R1 1998		8	5	$10.00	$80.00
Volatiles	SW8260B R2 1996		8	5	$95.00	$760.00
Base/Neutral/Acids	SW8270C R3 1996		8	5	$200.00	$1,600.00
					Bid Total:	**$4,040.00**

Fee Estimate
Hamilton Road
Bloomington, Illinois
January 4, 2019

RAMSEY GEOTECHNICAL ENGINEERING LLC
1701 W. Market Street, Suite B, Bloomington, IL 61701-2641 - 309-821-0430 - FAX 309-821-1242

ITEM		UNITS	QTY	RATE	COST
	UTILITY CLEARANCE, MOBILIZATION AND DEMOBILIZATION OF DRILL RIG AND CREW				
1.1	Field Technician – Site Reconnaissance and Clearance of Underground Utilities	Hour	2	55.00	$ 110.00
1.2	Initial Decontamination of Drill Rig & Down Hole Sampling Equipment	Lump Sum	1	250.00	$ 250.00
1.3	Mobilization & Demobilization of Drill Rig	Lump Sum	1	150.00	$ 150.00
1.4	Decontamination of Down Hole Drilling & Sampling Equipment On Site	Day	1	250.00	$ 250.00
	ADVANCE BORE HOLE BY HOLLOWSTEM AUGER METHODS AND OBTAIN SPLIT SPOON SAMPLES AND BACKFILL BORE HOLES				
2.1	Drill Rig & Two Person Crew	Day	1.0	1750..00	$1,750.00
2.2	55 Gallon Drums	Each	2.0	65.00	$ 130.00
2.3	Backfill Bore Holes With Bentonite Chips	Foot	64	7.50	$ 480.00
				ESTIMATED TOTAL:	$3,120.00

Assumptions

- Eight (8) borings to a depths ranging from 6 feet to 8 feet.
- Split-spoon samples will be obtained at 2.5 foot intervals to the termination depths of all borings.
- Drill cuttings will be placed in 55 gallon drums and left at a designated location as directed by Hanson Professional Services.
- Borings will be backfilled with bentonite chips.
- Borings will be staked and samples retained by Hanson Professional Services.

Development Department, Approve an Ordinance Amending the FY 2018 Budget in the amount of $144,304.85, and authorize the Mayor and City Clerk to execute the necessary documents.

Mayor Pro Tem Schmidt directed the Clerk to call the roll which resulted in the following:

Ayes: Aldermen Schmidt, Buragas, Hauman, Black, and Bray.

Recuse: Alderman Joni Painter and Jamie Mathy

Nays: Alderman Sage and Alderman Mwilambwe.

Motion carried.

The following was presented:

Item 8C: Consideration of a Resolution approving commitment of funding the Hamilton Road - Bunn to Commerce project.

Mr. Karch presented the proposed resolution. He explained the investment that the City has already made and there will continue to be additional investments by the Council in a southern, east-west arterial road that has some additional benefits. The funding for this to this point is $36.3 million dollars being spent on this road and a positive thing is they now have secured 80% federal funding for the majority of the project. He stated they have gone for every type of grant that they could possibly qualify for, have tried multiple years, and have not been able to secure difficult grant funding. Finally, through the Federal Aid Urban Funding through the Metropolitan Organization - McLean County Regional Planning facilitates that NPO process - we have been able to secure that. However, we as a City have to be able to show we continue to be behind this project, and what we are asking tonight is for you to support a resolution. Whenever we look at the overall funding of just the road, if it is just over $10 million dollars, 20% of that is just over $2 million dollars.

RESOLUTION NO. 2017-30

A RESOLUTION TO COMMIT TO PROVIDING CONSTRUCTION FUNDS FOR THE HAMILTON ROAD (BUNN TO COMMERCE) CONNECTION

Motion by Alderman Sage seconded by Alderman Hauman that Council a Resolution to commit to fund the 20% local match in order to receive 80% federal funding for the design and construction of Hamilton Road from Bunn to Commerce be adopted.

Mayor Pro Tem Schmidt directed the Clerk to call the roll which resulted in the following:

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

Nays: None

Motion carried.

The following was presented:

Item 8D: Consideration of adopting an ordinance approving termination of a three-party agreement pertaining to a portion of Eagle View South Commercial Subdivision and approving an amended preliminary plan entitled "Revision #2 to a portion of the Eagle View South Commercial Subdivision Preliminary Plan Bloomington, Illinois" dated June 29, 2017, for 15.84 acres located north of GE Road and east of Towanda Barnes Rd.

Mr. Dabareiner stated that Council has seen this project in several forms before, a couple different adorations, and tonight's discussion is about two items. First of all, adopting an ordinance that approves the termination of the original 3-party agreement from 2007 and then secondly, approving an amended preliminary plan.

ORDINANCE NO 2017-73

AN ORDINANCE APPROVING A TERMINATION AGREEMENT FOR THE 2007 THREE PARTY AGREEMENT PERTAINING TO A PORTION OF EAGLE VIEW SOUTH AND APPROVING AN AMENDED PRELIMINARY PLAN FOR THE EAGLE VIEW SOUTH SUBDIVISION ENTITLED "REVISION #2 TO A PORTION OF THE EAGLE VIEW SOUTH COMMERCIAL SUBDIVISION PRELIMINARY PLAN BLOOMINGTON, ILLINOIS" AND DATED JUNE 29, 2017

Motion by Alderman Hauman seconded by Alderman Bray that Council adopt an ordinance approving termination of a three-party agreement pertaining to a portion of Eagle View South Commercial Subdivision and approving an amended preliminary plan entitled "Revision #2 to a portion of the Eagle View South Commercial Subdivision Preliminary Plan Bloomington, Illinois" revised on June 29, 2017, for 15.84 acres located north of GE Road and east of Towanda Barnes Rd. and that the Mayor and City Clerk be authorized to execute the necessary documents.

Mayor Pro Tem Schmidt directed the Clerk to call the roll which resulted in the following:

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

Nays: None.

RESOLUTION NO. 2017- 30

A RESOLUTION TO COMMIT TO PROVIDING CONSTRUCTION FUNDS FOR THE HAMILTON ROAD (BUNN TO COMMERCE) CONNECTION

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, the Hamilton Road (Bunn to Commerce) project would more efficiently move commuters, school students, and goods, improve safety by removing an intersection near an at-grade crossing; reduce traffic on substandard and over capacity roadways; provide economic opportunities west of Norfolk Southern Railway; and promote multi-modal transportation to and from residential, recreational and employment areas; and

WHEREAS, the corporate authority of the City of Bloomington desires to pass this Resolution to demonstrate its commitment to this project to Norfolk Southern Railway.

WHEREAS, the City has already committed local funds for Phase I design services; and

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

SECTION ONE: That staff is authorized to continue negotiations with Norfolk Southern Railway with the confidence that the project will be built after an Order from the Illinois Commerce Commission is delivered, using 80% federal funds and 20% local funds.

SECTION TWO: That the City Clerk be and she is hereby authorized and directed to attest the signature of the Mayor on said Resolution and retain an original in her office for public inspection.

ADOPTED this 28th day of August, 2017

APPROVED this 29th day of August, 2017

CITY OF BLOOMINGTON

Tari Renner

Tari Renner, Mayor by Karen Schmidt Mayor Pro Tem

Cherry L. Lawson, City Clerk

APPOINTMENTS

Appointments

Michael Rivera Jr.: *Board of Zoning Appeals*

Melissa Libert: *Cultural Commission*

Catrina Parker: *Library Board of Trustees*