



CITY OF
BLOOMINGTON
COUNCIL MEETING
JUNE 10, 2019



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

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

PUBLIC COMMENT

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

CONSENT AGENDA

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

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

PUBLIC HEARING

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

REGULAR AGENDA

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

MAYOR AND COUNCIL MEMBERS

Mayor, At-Large - Tari Renner

City Council Members

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

City Manager - Tim Gleason
Deputy City Manager - Billy Tyus

CITY LOGO DESIGN RATIONALE

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

MISSION, VISION, AND
VALUE STATEMENT

MISSION

To Lead, Serve and Uplift the
City of Bloomington

VISION

A Jewel of the Midwest Cities

VALUES

Service-Centered,
Results-Driven,
Inclusive

STRATEGIC PLAN GOALS

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

AGENDA



CITY COUNCIL MEETING AGENDA
CITY HALL COUNCIL CHAMBERS
109 EAST OLIVE STREET, BLOOMINGTON, IL 61701
MONDAY, JUNE 10, 2019, 6:00 PM

1. Call to order
2. Pledge of Allegiance to the Flag
3. Remain Standing for a Moment of Silent Prayer
4. Roll Call
5. Recognition/Appointments
 - A. Proclamation recognizing the 100th Anniversary of the national Easterseals organization, as well as that of Easterseals Central Illinois.
 - B. Proclamation celebrating Juneteenth in the City of Bloomington, IL.
 - C. Proclamation commemorating the 50th anniversary of the Stonewall Riots and the resultant modern gay rights movement that has brought greater equality for our LGBTQIA+ communities.
 - D. Proclamation recognizing June 22 and 23 as Central Illinois Amateur Radio Field Day.
 - E. Recognition of Jason Harden's Completion of the Illinois Public Service Institute.
 - F. Recognition and presentation of Certificates to the Bloomington 101 Spring 2019 Class: Jessica Ackley, Ed Breitweiser, Emily Breitweiser, Jennifer Brown, Brittany Burton, Levi Burton, Morgan Casey, Dan Cochran, Scott McCoy, Ina Perkins, Deb Rodi, Andrew Salmonson, Ashlee Sang, Aleya Staggs, Denny Stanton, Tammy Stanton, De Urban, Kendra Wackt, and Mike Nash.
6. Public Comment
7. Consent Agenda
 - A. Consideration and action to approve the Minutes of the May 28, 2019 Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed minutes be approved.)*
 - B. Consideration and action to approve Bills, Payroll, Electronic Transfers, and Procurement Card Purchases in the amount of \$7,762,354.39, as requested by the Finance Department. *(Recommended Motion: The proposed Bills, Payroll, Electronic Transfers, and Procurement Card Purchases be approved.)*
 - C. Consideration and action to approve the annual software maintenance, System Upgrade Agreement II, and the upgrade and support payment with Motorola Solutions in the amount of \$73,282.58, for the digital trunked radio system used by the Police and Fire Department's Communications Center, as requested

- by the Police Department. *(Recommended Motion: The proposed agreement and payment be approved.)*
- D. Consideration and action to approve the Communications System and Services Agreement with Motorola Solutions in the amount of \$1,274,839.72, for the replacement of portable, mobile, and other radio systems used by the Police Department, as requested by the Police Department. *(Recommended Motion: The proposed agreement and payment be approved.)*
- E. Consideration and action on an Ordinance Approving a Cable Television Franchise Agreement by and between the City of Bloomington and Comcast of Illinois/Indiana/Ohio, LLC, thereby Granting the Franchise, Right, Permission, and Authority to Construct, Operate, and Maintain a Cable System in the City of Bloomington, County of McLean and State of Illinois, as requested by the City Clerk Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- F. Consideration and action on a Resolution Approving Acceptance of the Illinois Housing Development Authority's (IHDA) Abandoned Property Program in the amount of \$73,000, and an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2020 in the amount of \$73,000, as requested by the Community Development Department. *(Recommended Motion: The proposed Resolution and Ordinance be approved.)*
- G. Consideration and action on an Ordinance Suspending Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code Prohibiting Alcohol on Public Property at the Davis Lodge on June 22, 2019, to allow moderate consumption of alcohol, as requested by the City Clerk Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- H. Consideration and action on an Ordinance Suspending Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code Prohibiting Alcohol on Public Property as Pertains to the Davis Lodge on July 20, 2019 to allow moderate consumption of alcohol, as requested by the City Clerk Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- I. Consideration and action on an Ordinance Suspending Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code Prohibiting Alcohol on Public Property as Pertains to the Davis Lodge on August 17, 2019 to allow moderate consumption of alcohol, as requested by the City Clerk Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- J. Consideration and action on an Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code of the Bloomington City Code Prohibiting Possession of Open Alcohol in Public for the Black Dirt Music Festival on Saturday, July 27, from 4:00 PM to 10:30 PM, as requested by the City Clerk Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- K. Consideration and action on an Ordinance Suspending Section 26(d) of Chapter 6 of the Bloomington City Code prohibiting alcohol in public for the

Bloomington Normal Sunrise Rotary's Brats & Bags festival on Friday, August 2, 2019, from 4:00 PM to 10:00 PM in Downtown Bloomington on Jefferson Street between Main Street and Center Street and on Main Street between Jefferson Street and Washington Street; and on the request from the organization for a Class LB liquor license, which allows the sale of beer and wine by the glass for consumption on the premises on the date of the event, as requested by the City Clerk Department. *(Recommended Motion: The proposed Ordinance and request be approved.)*

- L. Consideration and action on the application of MBD Bros, LLC d/b/a Iron Coyote Challenge Park, located at 4113 E. Oakland Ave., requesting a Class RBS (Restaurant/Beer and Wine/Sunday Sales) liquor license, which would allow the sale of beer and wine by the glass for consumption on the premises seven (7) days a week, as requested by the City Clerk Department. *(Recommended Motion: The application and license be approved.)*
- M. Consideration and action on the application of Two Cherries, LLC d/b/a The Pass Pub and Grill, located at 2303 E. Washington, Suite 600 H, requesting a Class RAS (Restaurant/All Types/Sunday Sales) liquor license, which would allow the sale of all types of alcoholic liquor by the glass for consumption on the premises seven (7) days a week, as requested by the City Clerk Department. *(Recommended Motion: The proposed application and license be approved.)*
- N. Consideration and action on the application of R. J. Just, Inc. d/b/a Rob Dobs Restaurant and Bar, located at 801 N. Hershey Rd., requesting a Class RAPS (Restaurant/All Types/Package/Sunday Sales) liquor license, which would allow the sale of all types of alcoholic liquor by the glass for consumption on the premises and sale of packaged alcoholic liquor for consumption off premises seven (7) days a week, as requested by the City Clerk Department. *(Recommended Motion: The proposed license be approved.)*
- O. Consideration and action on a Lake Bloomington Lease Transfer of Lot 1, Block 21 in Camp Potawatomie, from Vicken and Sally Chalian to the petitioner, Mark and Karen Oostman, as requested by the Public Works Department. *(Recommended Motion: The proposed Lease Transfer be approved.)*
- P. Consideration and action to approve the Lake Lot Amendment Agreement and revised plat map for Lots 7, 8, and 9 in Block 3, in Camp Kickapoo at Lake Bloomington to accurately reflect lot boundaries, as requested by the Public Works Department. *(Recommended Motion: The proposed Lake Lot Amendment and revised plat map be approved.)*

8. Regular Agenda

- A. Consideration and action to ratify a Contract with Laborers Local 362 - Inspectors, as requested by the Human Resources, Community Development, and Police Departments. *(Recommended Motion: The proposed Contract be ratified.) (Brief overview by Tim Gleason, City Manager, 3 minutes; and City Council discussion, 3 minutes.)*

- B. Consideration and action to ratify a Contract with Laborers Local 362 - Parking Enforcement, as requested by the Human Resources and Administration Departments, Facilities Division. *(Recommended Motion: The proposed Contract be ratified.) (Brief overview by Tim Gleason, City Manager, 3 minutes; and City Council discussion, 3 minutes.)*
- C. Consideration and action to ratify a Contract with Laborers Local 362 - Support Staff, as requested by the Human Resources Department and majority of the other City Departments. *(Recommended Motion: The proposed Contract be ratified.) (Brief overview by Tim Gleason, City Manager, 3 minutes; and City Council discussion, 3 minutes.)*

- 9. City Manager's Discussion
- 10. Mayor's Discussion
- 11. Council Member's Discussion
- 12. Executive Session - *Cite Section*
- 13. Adjournment
- 14. Notes

RECOGNITIONS



Council Date: June 10, 2019

COUNCIL AGENDA ITEM NO. 5

Recognition/Appointments

- A. Proclamation recognizing the 100th Anniversary of the national Easterseals organization, as well as that of Easterseals Central Illinois.
- B. Proclamation celebrating Juneteenth in the City of Bloomington, IL.
- C. Proclamation commemorating the 50th anniversary of the Stonewall Riots and the resultant modern gay rights movement that has brought greater equality for our LGBTQIA+ communities.
- D. Proclamation recognizing June 22 and 23 as Central Illinois Amateur Radio Field Day.
- E. Recognition of Jason Harden's Completion of the Illinois Public Service Institute.
- F. Recognition and presentation of Certificates to the Bloomington 101 Spring 2019 Class: Jessica Ackley, Ed Breitweiser, Emily Breitweiser, Jennifer Brown, Brittany Burton, Levi Burton, Morgan Casey, Dan Cochran, Scott McCoy, Ina Perkins, Deb Rodi, Andrew Salmonson, Ashlee Sang, Aleya Staggs, Denny Stanton, Tammy Stanton, De Urban, Kendra Wackt, and Mike Nash.

PROCLAMATION

Recognizing the 100th Anniversary of the national Easterseals organization, as well as that of Easterseals Central Illinois

WHEREAS, in 1919, a group of dedicated volunteers in Central Illinois gathered together to meet the needs of children in our community with disabilities; and

WHEREAS, in 1948, Easterseals expanded its children's-focused mission by offering residential camp for children with disabilities at Camp Heffernan on Lake Bloomington; and

WHEREAS, since its inception, Easterseals has strongly advocated for essential services and support for individuals with disabilities and diverse needs, to include authoring a 1931 "Bill of Rights" for children with disabilities that led to government-funded disability services and by increasing public awareness and support through its successful "seals" and other national campaigns; and

WHEREAS, Easterseals was a leading advocate in Central Illinois for education, recreation, and inclusion for children with disabilities and developmental delays; and

WHEREAS, Easterseals has grown from its humble beginnings to become a leading national network of more than 70 community-based nonprofit organizations who deliver high-quality, local services and support to help more than 1.75 million persons with disabilities and their caregivers and families achieve milestones, live independently, and fully participate in their communities; and

WHEREAS, Easterseals purchased Camp Heffernan in 1989. Now called Timber Pointe Outdoor Center, the camp on Lake Bloomington is recognized as a premier destination for inclusive camping, recreation and outdoor experiences for those with special needs; and

WHEREAS, the City of Bloomington is well served by Easterseals Central Illinois in Bloomington, as well as five other locations: and

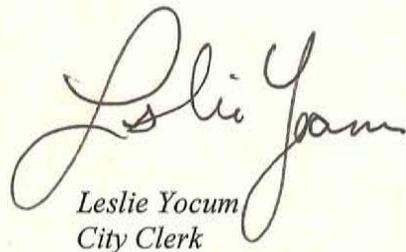
WHEREAS, Easterseals is a strong partner with local, state, and federal government, corporations, foundations, and other sectors to provide or connect individuals and families to early intervention and childhood education services, autism spectrum disorder services, mental health services, respite, camping and recreation, and caregiving supports; and

WHEREAS, Easterseals continues the mission and commitment to service envisioned by its founder, who concluded that, "Your life and mine shall be valued not by what we take, but by what we give;"

NOW THEREFORE BE IT RESOLVED, that the City of Bloomington recognizes Easterseals and its impact over the past 100 years in the lives of families in and around Bloomington and Central Illinois for its commitment to expanding possibilities for children with disabilities to ensure that every one of us can live, learn, work, and play in our communities and embraces a Vision that all people with disabilities, and their caregivers and families, will be 100% included and 100% empowered.


Tari Renner
Mayor




Leslie Yocum
City Clerk

PROCLAMATION

CELEBRATING JUNETEENTH IN THE CITY OF BLOOMINGTON, IL

WHEREAS, President Abraham Lincoln signed the Emancipation Proclamation on January 1, 1863, declaring the slaves in Confederate territory free, paving the way for the passing of the 13th Amendment which formally abolished slavery in the United States of America; and

WHEREAS, word about the signing of the Emancipation Proclamation was delayed some two and one half years, to June 19, 1865, in reaching authorities and African-Americans in the South and Southwestern United States; and

WHEREAS, Emancipation Day observations are held on different days in different states in the South and Southwest, and in other parts of the nation; and

WHEREAS, June 19th has a special meaning to African-Americans, and is called "JUNETEENTH" combining the words June and Nineteenth, and has been celebrated by the African-American community for over 150 years; and

WHEREAS, the annual Juneteenth celebration in the City of Manhattan will take place in Miller Park on June 22, 2019.

NOW, THEREFORE, I, Tari Renner, Mayor of the City of Bloomington, IL, do hereby issue this proclamation in celebration of JUNETEENTH in the City of Bloomington and urge all citizens to become more aware of the significance of this celebration in African-American History and in the heritage of our nation and City.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Bloomington, IL to be affixed below.

Tari Renner
Mayor



Leslie Yocum
Leslie Yocum
City Clerk

PROCLAMATION

Commemorating the 50th anniversary of the Stonewall Riots and the resultant modern gay rights movement that has brought greater equality for our LGBTQIA+ communities

WHEREAS, June is recognized as LGBTQIA+ Pride Month across the United States and around the world; and

WHEREAS, this year's observance coincides with the 50th anniversary of the Stonewall Uprising which is considered to be the beginning of the modern gay rights movement; and

WHEREAS, local members of the LGBTQIA+ community for decades have been working tirelessly to advocate for equitable laws including the 2002 Bloomington Human Rights Ordinance that offered protections to members of our community; and

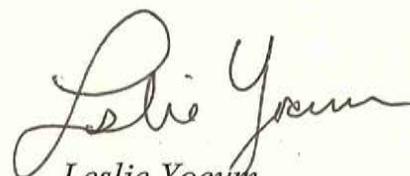
WHEREAS, local members of the LGBTQIA+ community and their supporters have openly worked toward making the Bloomington-Normal community a more welcoming, inclusive, and safe environment for everyone regardless of their sexual orientation or gender identity; and

WHEREAS, this work has enabled members of the local LGBTQIA+ community to live openly in Bloomington-Normal as their authentic selves:

THEREFORE, I, Mayor Tari Renner of the City of Bloomington, issue this proclamation to commemorate the 50th anniversary of the Stonewall Riots and the resultant modern gay rights movement that has brought greater equality for our LGBTQIA+ communities. I congratulate the Prairie Pride Coalition and the local LGBTQIA+ community for its efforts, and encourage us all to support the work that has made our community a better place to live.



Tari Renner
Mayor



Leslie Yocum
City Clerk

RECOGNITION

Central Illinois Amateur Radio Field Day June 22 & 23

WHEREAS, Amateur Radio operators are celebrating over a century of the miracle of the human voice broadcast over the airwaves; and,

WHEREAS, Amateur Radio has continued to provide a bridge between peoples, societies, and countries by creating friendships and sharing of ideas; and,

WHEREAS, Amateur Radio operators have also provided countless hours of community services both in emergencies and to other local organizations throughout the decades; and,

WHEREAS, these Amateur Radio services are provided wholly uncompensated; and,

WHEREAS, the State also recognizes the services Amateur Radio's people have provided to our many Emergency Response organizations, including the Red Cross of the Heartland and the McLean County Emergency Management Association; and,

WHEREAS, these same individuals have further demonstrated their value in public assistance by providing free radio communications for local parades, bike-a-thons, walk-a-thons, fairs, and other charitable public events; and,

WHEREAS, the State of Illinois recognizes and appreciates the diligence of these "hams" who also serve as weather spotters in the Skywarn program of the US Government Weather Bureau; and

WHEREAS, Amateur Radio once again proved its undisputed relevance in the modern world in 2018 by providing emergency communications when other systems failed in the devastation of Hurricanes Michael and Florence in the USA and continued flooding in many states; and

WHEREAS, the ARRL is the leading organization for Amateur Radio in the USA; and

WHEREAS, the ARRL Amateur Radio Field Day exercise will take place on June 22-23, 2019 and is a 24-hour emergency preparedness exercise and demonstration of the Radio Amateurs' skills and readiness to provide self-supporting communications without further infrastructure being required;

NOW, THEREFORE, I, Tari Renner, Mayor of Bloomington, do hereby officially recognize and designate June 22 and 23, 2019 as

Central Illinois Amateur Radio Field Day

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Bloomington to be affixed this 10th day of June, 2019.



Tari Renner
Mayor

Leslie Yocum
Leslie Yocum
City Clerk

RECOGNITION
**Of Jason Harden for Completion of the Illinois Public
Service Institute**

***WHEREAS**, the City of Bloomington is proud of its employees and their accomplishments and wishes to recognize those who excel in their positions; and*

***WHEREAS**, the Public Works Department in the City of Bloomington is dedicated to its values of stewardship, customer service, professionalism, integrity, trust, openness to change, leadership, attitude, and teamwork; and*

***WHEREAS**, Jason has worked for the City of Bloomington for over four years in various roles, including high levels of leadership; and*

***WHEREAS**, Jason now serves as the Superintendent of Water Distribution in the Public Works Department and is an exemplary employee; and*

***WHEREAS**, Jason has completed the Illinois Public Service Institute, a three-year, nationally-recognized leadership program through the American Public Works Association ; and*

***WHEREAS**, the skills Jason has learned through the leadership program have benefitted and will continue to benefit City employees and citizens alike;*

***NOW, THEREFORE**, I, Tari Renner, Mayor of the City of Bloomington do hereby recognize employee Jason Harden's completion of the Illinois Public Service Institute.*

Tari Renner
Mayor



Leslie Yocum
Leslie Yocum
City Clerk



CERTIFICATE OF PARTICIPATION

THIS CERTIFICATE IS PROUDLY PRESENTED TO

Jessica Ackley

For participation in the Bloomington 101 program.

Date

Mayor Tari Renner



CERTIFICATE OF PARTICIPATION

THIS CERTIFICATE IS PROUDLY PRESENTED TO

Ed Breitweiser

For participation in the Bloomington I01 program.

Date

Mayor Tari Renner



CERTIFICATE OF PARTICIPATION

THIS CERTIFICATE IS PROUDLY PRESENTED TO

Emily Breitweiser

For participation in the Bloomington I01 program.

Date

Mayor Tari Renner



CERTIFICATE OF PARTICIPATION

THIS CERTIFICATE IS PROUDLY PRESENTED TO

Jennifer Brown

For participation in the Bloomington 101 program.

Date

Mayor Tari Renner



CERTIFICATE OF PARTICIPATION

THIS CERTIFICATE IS PROUDLY PRESENTED TO

Brittany Burton

For participation in the Bloomington 101 program.

Date

Mayor Tari Renner



CERTIFICATE OF PARTICIPATION

THIS CERTIFICATE IS PROUDLY PRESENTED TO

Levi Burton

For participation in the Bloomington I01 program.

Date

Mayor Tari Renner



CERTIFICATE OF PARTICIPATION

THIS CERTIFICATE IS PROUDLY PRESENTED TO

Morgan Casey

For participation in the Bloomington 101 program.

Date

Mayor Tari Renner



CERTIFICATE OF PARTICIPATION

THIS CERTIFICATE IS PROUDLY PRESENTED TO

Dan Cochran

For participation in the Bloomington 101 program.

Date

Mayor Tari Renner



CERTIFICATE OF PARTICIPATION

THIS CERTIFICATE IS PROUDLY PRESENTED TO

Scott McCoy

For participation in the Bloomington 101 program.

Date

Mayor Tari Renner



CERTIFICATE OF PARTICIPATION

THIS CERTIFICATE IS PROUDLY PRESENTED TO

Ina Perkins

For participation in the Bloomington 101 program.

Date

Mayor Tari Renner



CERTIFICATE OF PARTICIPATION

THIS CERTIFICATE IS PROUDLY PRESENTED TO

Deb Rodi

For participation in the Bloomington 101 program.

Date

Mayor Tari Renner



CERTIFICATE OF PARTICIPATION

THIS CERTIFICATE IS PROUDLY PRESENTED TO

Andrew Salmonson

For participation in the Bloomington 101 program.

Date

Mayor Tari Renner



CERTIFICATE OF PARTICIPATION

THIS CERTIFICATE IS PROUDLY PRESENTED TO

Ashlee Sang

For participation in the Bloomington 101 program.

Date

Mayor Tari Renner



CERTIFICATE OF PARTICIPATION

THIS CERTIFICATE IS PROUDLY PRESENTED TO

Aleya Staggs

For participation in the Bloomington 101 program.

Date

Mayor Tari Renner



CERTIFICATE OF PARTICIPATION

THIS CERTIFICATE IS PROUDLY PRESENTED TO

Denny Stanton

For participation in the Bloomington 101 program.

Date

Mayor Tari Renner



CERTIFICATE OF PARTICIPATION

THIS CERTIFICATE IS PROUDLY PRESENTED TO

Tammy Stanton

For participation in the Bloomington I01 program.

Date

Mayor Tari Renner



CERTIFICATE OF PARTICIPATION

THIS CERTIFICATE IS PROUDLY PRESENTED TO

De Urban

For participation in the Bloomington 101 program.

Date

Mayor Tari Renner



CERTIFICATE OF PARTICIPATION

THIS CERTIFICATE IS PROUDLY PRESENTED TO

Kendra Wacht

For participation in the Bloomington 101 program.

Date

Mayor Tari Renner



CERTIFICATE OF PARTICIPATION

THIS CERTIFICATE IS PROUDLY PRESENTED TO

Mike Nash

For participation in the Bloomington 101 program.

Date

Mayor Tari Renner

CONSENT AGENDA



CONSENT AGENDA ITEM NO: 7A

FOR COUNCIL: June 10, 2019

SPONSORING DEPARTMENT: City Clerk

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

RECOMMENDED MOTION: The proposed minutes be approved.

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

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

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

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by: Leslie Yocum, City Clerk

Recommended by:

A handwritten signature in black ink, appearing to read "Tim Gleason".

Tim Gleason,
City Manager

Attachments:

- CLK 1A Council Minutes May 28, 2019



MINUTES

PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL OF BLOOMINGTON, ILLINOIS
TUESDAY, MAY 28, 2019, 6:00 PM

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 6:03 PM, Tuesday, May 28, 2019.

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

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

Staff Present: Tim Gleason, City Manager; Billy Tyus, Deputy City Manager; Jeffrey Jurgens, Corporation Counsel; Bob Mahrt, Community Development Director; Scott Rathbun, Finance Director; Scott Sprouls, Information Services Director; and other City staff were present.

Recognition/Appointments

A. Proclamation declaring May 2019 "Building Safety Month".

Bob Mahrt, Community Development Director, came forward to accept the Proclamation. Mr. Mahrt addressed Council, thanked them for the Proclamation and introduced the City's new Building Inspector, Chris McAllister.

Mr. McAllister came forward to address Council. He thanked them for the opportunity and shared excitement for his new position.

B. Proclamation recognizing May 19-25, 2019 as "National Public Works Week".

Jim Karch, Public Works Director, came forward to accept the Proclamation. He thanked the Council for the Proclamation and expressed appreciation to his staff, commending them of all their hard work.

C. Appointments approved by City Council at the May 13, 2019 meeting.

- i. Reappointment of James Swanson to the John M. Scott Health Care Commission.
- ii. Appointment of Tyler Noonan to the Board of Zoning Appeals.
- iii. Appointment of Tim Gleason to the Police Pension Board.

Public Comment

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

Alede Diggins	Heidi Zimmerman
Scott Stimeling	Samantha Case
Joel Studebaker	Meryl Brown
Georgene Chissell	Julia Cozad-Callighan
Surena Fish	Tim Maurer

Consent Agenda

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

Council Member Painter made a motion, seconded by Council Member Bray, that the Consent Agenda including all the items listed below, be approved as presented with the exception of Items 7C, 7D, and 7F.

Item 7A. Consideration and action to approve the Minutes of the May 13, 2019 Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed minutes be approved.)*

Item 7B. Consideration and action to approve the Bills, Payroll, Electronic Transfers, and Procurement Card Purchases in the amount of \$6,859,304.32, as requested by the Finance Department. *(Recommended Motion: The proposed Bills, Payroll, Electronic Transfers, and Procurement Card Purchases be approved.)*

Items 7C and 7D were pulled from the Consent Agenda by Council Member Mathy.

Item 7E. Consideration and action to approve annual maintenance and support payment in the amount of \$121,189.10 with Tyler Technologies, for the computer-aided dispatch solution used by the Police and Fire Departments, as requested by the Police Department. *(Recommended Motion: The proposed payment be approved, and the Procurement Manager be authorized to issue the purchase order.)*

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

Item 7G. Consideration and action of a Resolution waiving the formal bidding requirements and approving an agreement with Heartland Coca-Cola Bottling Company, LLC for citywide beverage services, as requested by the City Clerk Department. *(Recommended Motion: The proposed Resolution be approved.)*

Item 7H. Consideration and action to approve the purchase of Neptune Water Meters and accessories from Ferguson Enterprises, in an amount not to exceed \$1,100,000 for the FY 2020 Water Meter Installation Program, as requested by the Public Works Department. *(Recommended Motion: The proposed purchase be approved, and the Procurement Manager be authorized to issue the purchase order.)*

Item 7I. Consideration and action of an Ordinance Suspending Section 701 of Chapter 31 and Section 26(D) of Chapter 6 of the City Code Prohibiting Alcohol on Public Property as Pertains to the Davis Lodge on June 8, 2019 to allow moderate consumption of alcohol, as requested by the City Clerk Department. *(Recommended Motion: The proposed Ordinance be approved.)*

Item 7J. Consideration and action of a Petition for the Lake Bloomington Lease Transfer of Lot 3, Block 26, in Camp Potawatomie from Wayne A. Steffen and Linda M. Steffen to Marie A. Kaufman, as requested by the Public Works Department. *(Recommended Motion: The proposed Lake Lease, Lease Addendum and Easement Agreement be approved, and that the Mayor and City Clerk be authorized to execute the documents.)*

Item 7K. Consideration and action to approve a settlement with two video gaming establishments, Killarney's Irish Pub and Lakeside Country Club, for failure to obtain a video gaming license from the City in 2018, as requested by the Legal Department. *(Recommended Motion: City staff be authorized to settle the claims against Killarney's Irish Pub and Lakeside Country Club, in an amount of \$750 per terminal.)*

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

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

Nays: None.

Motion carried.

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

Item 7C. Consideration and action to approve the appointments of Louis Goseland to the Property Maintenance Review Board; Edward Breitweiser, John Corey, and Guadalupe Diaz III to the Transportation Commission, as requested by the Administration Department. *(Recommended Motion: The proposed appointments be approved.)*

Council Member Mathy discussed tabling the Item so that Council could address procedures used in making appointments to Boards and Commissions.

Council Member Mathy made a motion, seconded by Council Member Painter, that Consent Agenda Item 7C be tabled for later consideration.

Mayor Renner discussed historical changes to procedure and thanked former Mayor Stockton for some of the procedural changes he implemented. The Mayor went on to discuss various procedures and factors currently used when making appointments. He also voiced a few concerns with changing procedure.

Council Member Crabill offered support for Council discussing procedure in the future. He was opposed to tabling the current appointments included in Item 7C.

Council Member Mathy clarified his intent for Council to hold a discussion on procedure at the next Committee of the Whole meeting and pointed out that additional appointments could be brought at the following Council meeting.

Council Member Black asked whether tabling the item would have an impact on the Boards and Commissions in Item 7C.

City Manager Gleason deferred to City Clerk Leslie Yocum.

Mrs. Yocum did not believe that tabling the item would cause the Boards/Commissions included in Item 7C to be unable to meet; however, she stated she would look into it and get back to Council.

Council Member Black provided several different ideas on how to additionally regulate or advance appointments. He also addressed several concerns.

Council Member Carrillo made a distinction between procedural discussion for City Boards and Commissions and issues previously discussed with the Connect Transit Board. She supported the Mayor in his power to make appointments. She stated that if the issue being discussed was about specific individuals being recommended for appointment, then that discussion should be held in public. She was opposed to delaying Item 7C.

Council Member Painter expressed interest in tabling the item and stated that she had an issue with calling out individuals on the floor. Discussion continued.

Mayor Renner reminded Council and the public of the procedure used by the City in making appointments to Boards and Commissions.

Council Member Bray spoke about the various roles and responsibilities of Council in appointing members to Boards and Commissions. She offered support for Council Member Mathy's motion to table the item and encouraged discussion on procedure. She expressed excitement for how engaged the community had been in serving on Boards and Commissions.

Mayor Renner clarified that he understood procedure and current applicable ordinances. He complimented the diversity of the City's Boards and Commissions today.

Council Member Mwilambwe complimented the discussion being had and the opportunity to discuss procedure openly. He offered support for tabling the item and pointed out a few reasons why revisiting procedure surrounding appointments would be helpful.

Council Member Mathy clarified he was not interested in taking powers away from the Mayor. He discussed how Council setting expectations for each Board and Commission would be beneficial to each Board/Commission and would assist the Mayor in making appointments.

Council Member Mathy amended his motion to table Item 7C until discussion on Boards and Commissions could be held at the June 17, 2019 Committee of the Whole meeting. Council Member Painter reaffirmed her second on his motion.

Council Member Black asked for clarification of the motion.

Council Member Carrillo expressed concerns with tabling Item 7C.

Council Member Emig thanked Council for the discussion. She expressed support for tabling the item and improving transparency.

Council Member Boelen expressed support for Council Member Mathy's motion. She also echoed Council Member Bray's statements.

Additional discussion regarding clarification of the motion continued.

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

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

Nays: Carrillo and Crabill.

Motion carried.

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

Item 7D. Consideration and action to approve an annual software licensing maintenance payment in the amount of \$188,631.04, and a support agreement with Tyler Technologies for various MUNIS modules, as requested by the Information Services Department. *(Recommended Motion: The proposed payment and support agreement be approved, and Procurement Manager be authorized to issue a purchase order.)*

Council Member Mathy discussed concerns with Munis modules that had not yet been implemented and questioned plans for implementation.

City Manager Gleason called Scott Sprouls, Information Services Director, forward.

Mr. Sprouls came forward to address Council. He responded by stating that administrative delays had occurred previously causing some of the delay. He updated Council on the currently Utility Billing module being implemented and stated that the other unused modules would follow shortly thereafter.

Council Member Mathy questioned whether additional contractors or consultants would be helpful with implementation.

Mr. Sprouls stated that he and staff had looked at other options to assist in implementing quicker; however, the issues at hand were not with his department, but with other departments involved. He believed his department had a solid plan for finishing.

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

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

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

Nays: None.

Motion carried.

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

Item 7F. Consideration and action of an Ordinance Amending Chapter 2 of the City Code to Restructure the Operations of the Board of Fire and Police Commissioners in Relation to Original Appointments of Police Officers and Fire Fighters, as requested by the Human Resource Department. *(Recommended Motion: The proposed Ordinance be approved.)*

Council Member Crabill questioned the changes proposed.

City Manager Gleason thanked Council Member Crabill for providing his questions in advance of the meeting as it allowed staff to prepare accordingly. Mr. Gleason called Human Resources Director, Nicole Albertson, forward.

Ms. Albertson came forward to address Council. She replied by stating that the primary purpose of the changes presented was to streamline the hiring process of police officers and fire fighters. She discussed in detail a few of the primary changes and pointed out that the procedural changes proposed were in line with statutory requirements.

Council Member Crabill asked whether both the Police and Fire departments would remain involved.

Ms. Albertson responded in the affirmative and pointed out that the proposed changes would actually improve each department's involvement.

City Clerk, Leslie Yocum, asked that when the motion be made it include the corrected word "officers" rather than "offers" in Chapter 2, Section 63(d) as currently stated. She thanked Council Member Crabil for bringing the correction to her attention.

Council Member Crabill made a motion, seconded by Council Member Mwilambwe, that Consent Agenda Item 7F be approved with the corrected word "officers" included in Chapter 2, Section 63(d).

Council Member Carrillo asked a couple questions regarding powers and procedures surrounding the City Manager's authority to regulate the Commission.

Corporation Counsel, Jeff Jurgens, responded by stating that the City Manager would follow statutory requirements in setting rules and regulations.

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

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

Nays: None.

Motion carried.

Regular Agenda

City Manager Gleason pulled Items 8D and 8E for additional consideration and discussion at a later date.

The following was presented:

Item 8A. Consideration and action to ratify a Contract with AFSCME Local 699 who represent workers at the Bloomington Public Library, as requested by the Bloomington Public Library.

Tim Gleason, City Manager, gave a brief overview of the item and introduced Jeanne Hamilton, Library Director.

Ms. Hamilton came forward to address Council. She provided Council a brief update of the terms in the contract and complimented the process used in this year's negotiations.

Council Member Mathy questioned whether closing the Library on the Friday after Thanksgiving would have an impact on the Library.

Ms. Hamilton responded that they had looked at attendance numbers for that day and that while there would be citizens impacted, attendance numbers were low that day compared to a normal day.

Council Member Carrillo made a motion, seconded by Council Member Painter, that the proposed AFSCME Local 699 Library Contract be ratified.

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

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

Nays: None.

Motion carried.

Item 8B. Consideration and action of an Ordinance Establishing the Downtown Cultural District and Adopting the Boundaries Thereof, as requested by the Cultural Commission and the Parks, Recreation, Cultural Arts Department.

Tim Gleason, City Manager, gave a brief overview of the item and introduced Jim Mack, Bloomington Center for Performing Arts (BCPA) Manager and staff liaison to the Cultural Commission.

Mr. Mack came forward to address Council. He introduced Ron Crick, Vice President of the Cultural Commission. He then presented a brief overview of the proposed Cultural District and the work completed in defining the Cultural District map.

Mr. Crick complimented the Board and Mr. Gleason. He echoed the need for the defined area included in the map, discussed some of the goals of the Commission, and provided a list of opportunities the map will bring.

Council Member Boelen questioned whether the map would impact other businesses and if there would be issues with zoning.

Council Member Mathy, who also sits on the Cultural Commission, responded accordingly.

Council Member Carrillo expressed her excitement for the map and sprucing up the downtown area.

Council Member Bray questioned why Grossinger Motors Arena was not included in the defined area.

Mr. Crick stated that the Arena was purposefully left out as the Commission wanted to start small with the district, focusing on success. He stated that the Commission would be open to look at adding the Arena later.

Council Member Mwilambwe offered support for the item. He discussed examples of recent community partnerships and cultural philanthropy he witnessed in the area.

Council Member Painter made a motion, seconded by Council Member Painter, that the proposed Ordinance be approved.

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

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

Nays: None.

Motion carried.

Item 8C. Consideration and action of a Resolution Approving Acceptance of the Illinois Housing Development Authority's Home Accessibility Program Grant in the amount of \$100,000, and an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2020 in the amount of \$100,000, as requested by the Community Development Department.

Council Member Crabill complimented the item and questioned the process in which grants are awarded.

Jennifer Toney, Grants Coordinator, came forward to address Council. She explained the process used and provided detail on how submissions are evaluated.

Council Member Mwilambwe complimented the City for thinking of those in need for the grant.

Council Member Emig thanked Ms. Toney for her hard work in procuring the grant.

Council Member Mwilambwe made a motion, seconded by Council Member Carrillo, that the proposed Resolution and Ordinance be approved.

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

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

Nays: None.

Motion carried.

Items 8D and 8E were pulled by City Manager Gleason for additional discussion and consideration at a later date.

City Manager's Discussion

City Manager Gleason called Finance Director Scott Rathbun forward to present the Finance Director's report.

Mr. Rathbun came forward to address Council. He provided insight on the FY19 Budget update. He emphasized the report being preliminary in that one month's activity was still outstanding and had been estimated in the calculations presented. He addressed tax implications, General Fund Revenue and Expenditures by Category, and summarized the Enterprise Funds.

Council Member Boelen questioned whether a savings had resulted from last year's changes to bulk waste. Mr. Rathbun responded in the affirmative and discussed the matter further.

Mr. Gleason pointed out the upcoming calendar of events available on the City's website.

Mayor's Discussion

Mayor Renner complimented the recent Memorial Day parade and thanked participants.

City Council Discussion

Council Member Black asked Jim Karch, Director of Public Works, to come forward. He requested that Mr. Karch provide Council with information on the Train Horn Quiet Zone.

Mr. Karch came forward to address Council. He clarified that the Quiet Zone is only specific to Union Pacific Railroad. He explained that even in the Quiet Zone there are federally regulated reasons that a train may sound its horn and provided a few examples. He went on to provide insight on reporting horns and how the horns are investigated after a report is made.

Council Member Boelen complimented the recent Education to Employer Summit she attended.

Council Member Bray recommended Council attend the upcoming Illinois Municipal League (IML) conference in the fall.

Executive Session

Adjournment

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

Motion carried unanimously (viva voce).

The meeting adjourned at 8:12 PM.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, City Clerk



CONSENT AGENDA ITEM: 7B

FOR COUNCIL: June 10, 2019

SPONSORING DEPARTMENT: Finance

SUBJECT: Consideration and action to approve Bills, Payroll, Electronic Transfers, and Procurement Card Purchases in the amount of \$7,762,354.39, as requested by the Finance Department.

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

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

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Total disbursements to be approved \$7,762,354.39 (Payroll total \$2,460,699.34, Accounts Payable total \$3,899,749.22, Electronic Transfers total \$1,401,905.83).

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Frances Watts, Accounts Payable
Reviewed By: Scott Rathbun, Finance Director

Recommended By:

A handwritten signature in black ink, appearing to read 'Tim Gleason'.

Tim Gleason
City Manager

Attachment:

- FIN 1A - Summary Sheet Bills, Payroll, Electronic Transfers. Bills & Payroll 061019



CONSENT AGENDA ITEM NO. 7C

FOR COUNCIL: June 10, 2019

SPONSORING DEPARTMENT: Police

SUBJECT: Consideration and action to approve the annual software maintenance, System Upgrade Agreement II, and the upgrade and support payment with Motorola Solutions in the amount of \$73,282.58, for the digital trunked radio system used by the Police and Fire Department's Communications Center, as requested by the Police Department.

RECOMMENDED MOTION: The proposed agreement and payment be approved.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City service deliver in the most cost effective & efficient manner.

BACKGROUND: This agreement provides the City with a comprehensive service and support package covering the digital trunked radio system that is operated by the Communications Center. This radio system provides reliable radio communications for the City Police, Fire, Public Works, and Water departments. The radio system is critical to the function of the above mentioned operational departments of the City. The radio system allows field personnel to efficiently and effectively communicate and coordinate operations while providing vital services to the citizens of Bloomington. The City has a long term and established relationship with Motorola Solutions and their authorized manufacturer and are asking for consideration of a limited source justification due to the prior investment and critical need for uninterrupted and reliable communications.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Funds are included in the FY 2020 Budget under the Police Communications Center Other Professional and Technical Account (10015118-70220). Stakeholders can locate this in the FY 2020 Proposed Budget Book titled "Budget Overview & General Fund" on page 191.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Darren R. Wolf, Communications Center Manager

Reviewed By: Clay E. Wheeler, Chief of Police

Finance & Budgetary Review By:

Chris Tomerlin, Budget Manager
Scott Rathbun, Finance Director

Legal Review By:

Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read 'T. Gleason', with a stylized flourish at the end.

Tim Gleason
City Manager

Attachments:

- BPD 2B Limited Source Justification Motorola
- BPD 2C Invoice Motorola
- BPD 2D System Upgrade Agreement Motorola
- BPD 2E Preventive Maintenance Motorola
- BPD 2F Infrastructure Repair Motorola
- BPD 2G Network Monitoring Motorola
- BPD 2H Technical Support Motorola
- BPD 2I Local Infrastructure Repair Motorola
- BPD 2J Gold Maintenance Motorola
- BPD 2K Onsite Support Motorola

LIMITED SOURCE JUSTIFICATION
(Requester completes Section A and B)

SECTION A - LIMITED SOURCE PURCHASE:

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

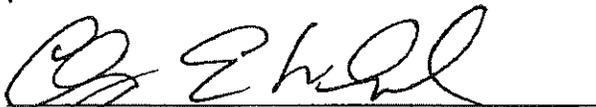
Vendor Name & #: Motorola Solutions # 689	Amount: \$73,282.58	Date 05-16-2019
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Description of item/service:
Annual software maintenance, upgrade and support agreement.

Justification: Explain why this vendor is the only vendor that can perform this work:

This agreement is needed to ensure annual software maintenance, upgrade and support on the digital trunked radio system utilized by the Communications Center, Police, Fire and Public Works Departments. The City has a long-term and established relationship with Motorola Solutions and their authorized manufacturer representatives to provide mission critical radio systems. Their equipment and accessories are proprietary and can only be maintained and upgrade by Motorola Solutions or their authorized manufacturer representatives.

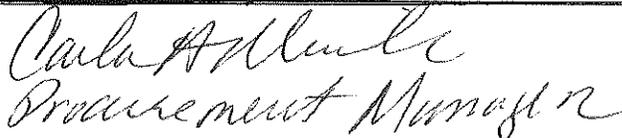
SECTION B - REQUESTER CERTIFICATION: By submitting this request, I attest that the above justification/information is accurate and complete to the best of my knowledge and that I have no personal or business interests relative to this request.


(Name and Signature of Department Head)

5/20/19
Date

SECTION C - TO BE COMPLETED BY PROCUREMENT OFFICE:

Based on the information provided in Section A and attached supporting documents, I concur do not concur (see below) with purchase to be a Limited Source.
Do not concur for the following reason(s):


Procurement Manager



Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

Visit our website at www.motorolasolutions.com

ORIGINAL INVOICE

Transaction Number 8230220558		Transaction Date 01-MAY-2019		Total 73,282.58 USD	
P.O. Number			P.O. Date		Customer Account No 1000204719
Payment Terms Net Due in 20 Days					Payment Due Date 21-MAY-2019
Bill To Address BLOOMINGTON POLICE DEPT ATTN: Accounts Payable 305 S E ST BLOOMINGTON IL 61702 United States			Ship To Address BLOOMINGTON POLICE DEPT 305 S E ST BLOOMINGTON IL 61702 United States		

IMPORTANT INFORMATION		For all invoice payment inquiries contact Oleksandra Panchenko (HXR476@motorolasolutions.com) Telephone: 800-247-2346 Fax: +1(631)883-4238	
Sales Order(s): USC000007443-R07-JUN-17 02:23:23			

SPECIAL INSTRUCTIONS / COMMENTS General Comment: Regular Invoice	
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Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
5	SVC02SVC0127A	Equipment at Site: 0001 1000204719 NICE GOLD PACKAGE:01-MAY-2017:30-APR-2021 Invoiced From: 01-MAY-2019 Invoiced To: 30-APR-2020	1	12,179.00	12,179.00
7	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II:01-MAY-2017:30-APR-2021 Invoiced From: 01-MAY-2019 Invoiced To: 30-APR-2020	1	26,504.00	26,504.00
8	SVC01SVC0336A	NETWORK PREVENTIVE MAINT-LEVEL 2:01-MAY-2017:30-APR-2021 Invoiced From: 01-MAY-2019 Invoiced To: 30-APR-2020	1	3,318.00	3,318.00
9	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC:01-MAY-2017:30-APR-2021 Invoiced From: 01-MAY-2019 Invoiced To: 30-APR-2020	1	6,480.00	6,480.00
1	SVC01SVC1101C	ASTRO INFRASTRUCTURE REPAIR W/ADV REPL:01-MAY-2017:30-APR-2021 Invoiced From: 01-MAY-2019 Invoiced To: 30-APR-2020	1	6,442.00	6,442.00

Please Detach Here and Return the Bottom Portion With Your Payment

Transaction Number 8230220558			Customer Account No 1000204719			Payment Due Date 21-MAY-2019			Payment Coupon	
						Transaction Total 73,282.58 USD		Amount Paid		

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

BLOOMINGTON POLICE DEPT
ATTN: Accounts Payable
305 S E ST
BLOOMINGTON IL 61702
United States

Send Payments To:



Motorola Solutions, Inc.
13104 Collections Center Drive
Chicago IL 60693
United States

Wire Transfer Details

CHICAGO
Routing Transit Number: 026009593
SWIFT: BOFAUS3N
Bank Account No: 3756319819



Motorola Solutions, Inc.
 500 West Monroe
 Chicago IL 60661
 United States
Federal Tax ID: 36-1115800

ORIGINAL INVOICE

Transaction Number 8230220558	Transaction Date 01-MAY-2019	Total 73,282.58 USD	
P.O. Number		P.O. Date	Customer Account No 1000204719
Payment Terms Net Due in 20 Days			Payment Due Date 21-MAY-2019

Visit our website at www.motorolasolutions.com

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
2	SVC01SVC1102C	ASTRO DISPATCH SERVICE:01-MAY-2017:30-APR-2021 Invoiced From: 01-MAY-2019 Invoiced To: 30-APR-2020	1	850.00	850.00
6	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT:01-MAY-2017:30-APR-2021 Invoiced From: 01-MAY-2019 Invoiced To: 30-APR-2020	1	1,137.00	1,137.00
3	SVC01SVC1410C	ONSITE INFRASTRUCTURE RESPONSE-STANDARD:01-MAY-2017:30-APR-2021 Invoiced From: 01-MAY-2019 Invoiced To: 30-APR-2020	1	9,850.00	9,850.00
4	SVC01SVC1420C	SP - LOCAL INFRASTRUCTURE REPAIR:01-MAY-2017:30-APR-2021 Invoiced From: 01-MAY-2019 Invoiced To: 30-APR-2020	1	6,522.58	6,522.58
		Site IL Tax at 0%			0.00
		Site Total			73,282.58
Total Tax IL 0.00				USD Subtotal	73,282.58
				USD Total Tax	0.00
				USD Total	73,282.58
				USD Amount	73,282.58
				Due	73,282.58

Statement of Work

Local Infrastructure Repair

1.0 Description of Services

Local Infrastructure Repair is a repair service provided by the Servicer for Infrastructure named on the Customer Equipment list. At the Servicer's discretion and responsibility, Infrastructure may be sent to Motorola, original equipment manufacturer, third party vendor, or other facility for repair.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola Servicer has the following responsibilities:

- 2.1. Repair or replace Infrastructure at the Servicer facility or Customer location as determined by Servicer. Any replaced FRU will be of a similar kit and version, and will contain like boards and chips, as the Customer's malfunctioning FRU(s). Servicer is responsible for travel costs to a Customer location to repair Infrastructure.
- 2.2. Perform the following on Motorola Infrastructure:
 - 2.2.1. Perform an operational check on the Infrastructure to determine the nature of the problem.
 - 2.2.2. Repair or replace malfunctioning FRU, as determined by Servicer.
 - 2.2.3. Verify that Motorola Infrastructure is returned to Motorola manufactured specifications.
- 2.3. Provide the following service on select third party Infrastructure
 - 2.3.1. Perform pre-diagnostic and repair service to confirm Infrastructure malfunction and eliminate sending Infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
 - 2.3.2. Ship malfunctioning Infrastructure to the original equipment manufacturer or third party vendor for repair service. Servicer is responsible for all shipping and handling charges.
 - 2.3.3. Coordinate and track Infrastructure sent to the original equipment manufacturer or third party vendor for service.
- 2.4. Re-program Infrastructure to original operating parameters based on templates provided by Customer required by Section 3.2. If the Customer template is not provided or is not reasonably usable, a standard default template will be used. The Servicer will provide the standard template.
- 2.5. Notify the Customer upon completion of repair or replacement.
- 2.6. Properly package, return ship or hand deliver Infrastructure to the Customer specified address. Servicer will pay return shipping charges, if being sent via overnight carrier.

3.0 Customer has the following responsibilities:

- 3.1. Contact Servicer and provide the following information:
 - 3.1.1. Provide customer name, address of site location, and symptom of problem.
 - 3.1.2. Provide model description, model number, serial number, and type of System and Firmware version, if known.
- 3.2. Maintain and/or store backups of all applicable Software applications and Firmware for reloading, if necessary by Servicer, after repair service is completed.
- 3.3. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide Local Infrastructure Repair services to Customer.

Statement of Work

NICE Gold Maintenance with Remote Access

Overview

Motorola utilizes NICE equipment to provide a complete, reliable and robust solution for Customer audio recording requirements.

1.0 Description of Services

Motorola System Support Center (SSC) will initiate the Customer service request to NICE Systems, Inc. (NICE). NICE will deliver services identified in the NICE Gold Maintenance tables provided in this SOW. Post warranty services provided by NICE include phone coverage, on site support and hardware support for applicable NICE IP Logging Equipment integrated within a Motorola network or MCC 7500 console site.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

- 2.1 Respond to request for post warranty support for the Restoration of a failed System.
- 2.2 Collect model, serial number information, customer name and customer contact.
- 2.3 Provide a case number.
- 2.4 Contact NICE support and provide them with customer, case number, model, and serial number information. NICE will contact the customer/field team and work the issue to completion.
- 2.5 Advise caller of procedure for determining any additional requirements.
- 2.6 Coordinate resolutions with agreed upon third party vendor.
- 2.7 Close the case once the NICE issue has been resolved.

3.0 Customer has the following responsibilities:

- 3.1 Contact Motorola System Support Center (SSC) to initiate a service request.
- 3.2 Provide model and serial number.
- 3.3 Provide a contact name and contact phone number.
- 3.4 Allow NICE continuous remote access to the customer's ASTRO® 25 radio network for support of the MCC 7500 IP logging recorder, Archiving Interface Server (AIS), and replay station(s).
- 3.5 Provide system information in Section 8.0

4.0 NICE has the following responsibilities:

- 4.1 Provide repair return authorization numbers to Customer.
- 4.2 Provide services in accordance with Table 1, per the time zone where the equipment resides, Monday through Friday, excluding holidays, and within the normal response times.
- 4.3 Receive malfunctioning hardware from Customer and document its arrival, repair and return.
- 4.4 Perform the following service on NICE hardware:
 - 4.4.1. Replace malfunctioning components. NICE will use commercially reasonable efforts to repair or replace, in its discretion, any hardware found to be defective under normal and proper use and service during the contract period. An in-coverage unit will be repaired and returned at no charge except for under the following conditions:
 - (1) The unit has been modified or damaged due to improper packaging; or
 - (2) If a unit is received for repair and found operable in accordance with current NICE standards, it will be classified as "no trouble found" and it will be returned in the same condition in which it was received.

- 4.5 Coordinate any repair activity with Motorola and Customer to ensure resolution
- 4.6 On site reporting the NICE service provider (SP) will:
 - 4.6.1. Arrive at the Customer site and go directly to the Customer contact
 - 4.6.2. When SP is ready to leave, notify the Customer contact
 - 4.6.3. Provide verbal reports to the Customer contact on all work complete and in progress by NICE
 - 4.6.4. Sign out and leave with the Customer contact a visit report of the work accomplished by NICE and the outstanding issues
- 4.7 Provide to the Customer contact within one (1) week of the on site visit a follow-up report on any outstanding issues
- 4.8 Contact Motorola System Support Center to close the case
- 4.9 Perform services according to NICE service priorities

Table 1

This option is available to customers where the location of the equipment is within 4-hour drive time to most major metropolitan areas (identified at the time of purchase.

Support Coverage	Twenty-four (24) hours, seven (7) days per week
Call Back Response Time	Sixty (60) minutes after receipt of call from authorized representative
On-Site Response Time for Priority 1 Service Issues	Four (4) hours

Gold Available within a 4 Hour Drive Time	Priority 1	Priority 2	Priority 3	Priority 4
Phone Availability	24*7	24*7	24*7	24*7
Support Coverage	24*7	24*7	24*7	24*7
Call Back Response Time	60 minutes	120 minutes	24 hours	24 hours
On Site Response Times*	4 hours	24 hours	48 hours	48 hours

**On Site Response Time are in effect following the determination that on site support is required. Repair parts are shipped overnight, unless otherwise pre-arranged. The arrival of the technician and the shipped parts will be coordinated to coincide.*

Priority 1 – Critical Failure – In a 100% recording environment, any failure of equipment, NICE software or communications to the NICE products which results in loss of recording channels or data, or if allowed to persist will result in such recording loss.

Priority 2 – Major Problem – Any problem resulting in loss of ability to retrieve calls or loss of replay functionality for two or more workstations.

Priority 3 – Product Anomaly – Any problem affecting one or more workstations which does not result in a loss of recording or replay but nevertheless results in diminished Product response or performance, for example if an administrator loses the ability to add or delete users.

Priority 4 – System Inquiry, planned intervention or request for information.

4.10 Software Upgrades- NICE’s standard maintenance services shall include installation of only such software updates to the NICE software which, in NICE’s sole discretion, are necessary to ensure efficient operation of the products (“NICE Software Updates”). NICE will provide Customer with a version of the NICE Software Update for Customer to review and authorize for installation. Upon such installation, Customer shall receive a copy of all written materials necessary to allow Customer to operate such NICE Software Updates. All NICE Software Updates are licensed for use solely on the Equipment on which the relevant NICE Software was first installed.

5.0 Ineligible Products-Additional Service fees shall apply for any maintenance provided by NICE for any and all individual products that are damaged by causes not caused directly by the gross negligence or intentional misconduct of NICE and external to the relevant individual product, including without limitation, damages to a individual product caused by: (i) neglect, mishandling, misuse and/or unauthorized repair by anyone other than NICE or a NICE certified technician; (ii) failure to maintain the Site in accordance with NICE’s installation site specifications (“Installation Site Specifications”); (iii) relocation from the Site specified by the parties; (iv) use by anyone other than NICE or a NICE certified technician for purposes other than those for which it was designed, as described in the applicable documents, Operating Manuals and/or specifications provided by NICE; (v) use by anyone other than NICE or a NICE certified technician or material or supplies, including without limitation software and firmware programming, that do not meet NICE’s specifications and instructions; (vi) use of the Products with any Non-Nice Hardware and/or (vii) an accident, transportation, improper cooling or humidity control, failure to telephone equipment or communication lines, failure or fluctuation of electrical power, other unusual physical or electrical stress and/or failure of interconnect equipment not provided by NICE or a NICE certified technician.

6.0 In addition to any exclusions set forth in Section 7.0 below or in any other underlying Agreement to which this SOW is attached, the following items are excluded:

1. All Infrastructure older than seven (7) years from product cancellation date
2. Physically damaged Infrastructure
3. Third party Equipment not shipped by Motorola
4. Consumable items including, but not limited to, batteries, connectors, cables, tone/ink cartridges
5. Test Equipment
6. Racks, furniture and cabinets
7. Firmware and/or Software upgrades

7.0

Data System Infrastructure	Inclusions, Exclusions, Exceptions and Notes for Infrastructure Repair
Logging Recorder	Includes NICE IP logging recorders Excludes all other technologies
Rack Mounts/Shelves	Includes NICE rack mount/shelf ONLY Excludes all other technologies
Replay Station	Excluded
Servers/Storage Center	Includes NICE servers/storage centers ONLY Excludes all other technologies
Workstation	Excluded

8.0

**REMOTE ACCESS
SYSTEM INFORMATION**

System ID _____

IP Address for:

MCC 7500 IP Logging Recorder(s) _____

Archiving Interface Server (AIS) _____

Playback Workstation _____



CONSENT AGENDA ITEM NO. 7D

FOR COUNCIL: June 10, 2019

SPONSORING DEPARTMENT: Police

SUBJECT: Consideration and action to approve the Communications System and Services Agreement with Motorola Solutions in the amount of \$1,274,839.72, for the replacement of portable, mobile, and other radio systems used by the Police Department, as requested by the Police Department.

RECOMMENDED MOTION: The proposed agreement and payment be approved.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City service deliver in the most cost effective & efficient manner.

BACKGROUND: This agreement provides for the replacement of portable and mobile radios used to facilitate the day to day operations of the Police Department. The radios being replaced were originally purchased in 2011 and the model being replaced is no longer manufactured and will no longer be serviced or supported by Motorola Solutions at the end of 2019. The agreement also includes updates to radio consoles and provides for site infrastructure enhancements to improve coverage in the Bloomington-Normal metro area. The City has a long term and established relationship with Motorola Solutions and their authorized manufacturer and are asking for consideration of a limited source justification due to the prior investment and critical need for uninterrupted and reliable communications.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Funds are included in the FY 2020 Budget under the Capital Lease - Capital Outlay Office & Computer Equipment account (40110141-72120). This purchase is budgeted as a 10 year lease. Stakeholders can locate this in the FY 2020 Proposed Budget Book titled "Other Funds & Capital Improvements" on pages 69, 72 and 159.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Darren R. Wolf, Communications Center Manager

Reviewed By: Clay E. Wheeler, Chief of Police

Finance & Budgetary Review By:

Chris Tomerlin, Budget Manager
Scott Rathbun, Finance Director

Legal Review By:

Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read 'T. Gleason', with a stylized flourish at the end.

Tim Gleason
City Manager

Attachments:

- BPD 3B Limited Source Justification Motorola
- BPD 3C Equipment List BPD
- BPD 3D Services Agreement Motorola

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A and B)

SECTION A - LIMITED SOURCE PURCHASE:

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

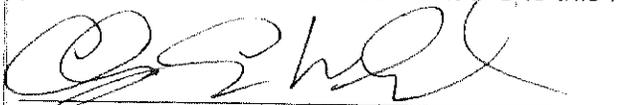
Vendor Name & #:	Amount:	Date
Motorola Solutions # 689	\$1,274,839.72	05/28/2019

Description of item/service:
Replacement of portable, mobile, and other radio components of the Police Department.

Justification: Explain why this vendor is the only vendor that can perform this work:

This agreement is needed for the replacement of aging portable and mobile radio equipment used by the Police Department. The City has a long-term and established relationship with Motorola Solutions and their authorized manufacturer representatives to provide mission critical radio systems. Their equipment and accessories are proprietary and can only be maintained and upgraded by Motorola Solutions or their authorized manufacturer representatives. This equipment is on State contract and approved for usage on the State of Illinois digital interoperable communications platform known as Starcom 21.

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

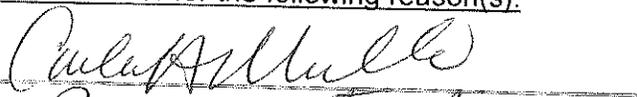

(Name and Signature of Department Head)

5/28/19
Date

SECTION C - TO BE COMPLETED BY PROCUREMENT OFFICE:

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

Do not concur for the following reason(s):


Procurement Manager

5-28/19

Item	Quantity	Nomenclature	Description	MSRP Price	Extended MSRP	Your Price	Extended Price	PE Price	Extended PE
KVL4000 Upgrade									
1	1	T7586A	KVL 4000 FLASHPORT UPGRADE	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 79.03	\$ 79.03
1a	1	CA01639AA	ADD: AES ENCRYPTION	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 592.71	\$ 592.71
1b	1	CA01635AA	ENH: SW UPGRADE TO CURRENT	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 39.51	\$ 39.51
Console AES Encryption									
2	1	T8063	MCC 7500 SECURE VPM ALGORITHM UPGRADE FOR KVL 4000	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 197.57	\$ 197.57
2a	6	CA00182AB	ADD: AES ALGORITHM	\$ 750.00	\$ 4,500.00	\$ 750.00	\$ 4,500.00	\$ 592.71	\$ 3,556.26
3	1	TKN8531C	CABLE, KEYLOAD	\$ 121.00	\$ 121.00	\$ 88.33	\$ 88.33	\$ 69.81	\$ 69.81
4	1	DSMT9234MUCDCXR	USB MODEM - REQUIRED FOR KVL-KMF COMMUNICATION	\$ 250.00	\$ 250.00	\$ 225.00	\$ 225.00	\$ 177.81	\$ 177.81
5	924	SVC03SVC0124D	INSTALL - CUST LOCATION	\$ 1.00	\$ 924.00	\$ 1.00	\$ 924.00	\$ 1.00	\$ 924.00
Equipment Room									
6	6	L30URS9PW1AN	APX CONSOLETTTE 7/800	\$ 4,554.00	\$ 27,324.00	\$ 3,324.42	\$ 19,946.52	\$ 2,627.22	\$ 15,763.32
6a	6	G90AC	ADD: NO MICROPHONE NEEDED	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6b	6	GA00244AA	ADD: 7/800MHZ PRIMARY BAND	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6c	6	L999AB	ADD: FULL FP W/05/KEYPAD/CLOCK/VU	\$ 789.00	\$ 4,734.00	\$ 575.97	\$ 3,455.82	\$ 455.18	\$ 2,731.08
6d	6	G78AR	ADD: 3Y ESSENTIAL SERVICE	\$ 168.00	\$ 1,008.00	\$ 168.00	\$ 1,008.00	\$ 168.00	\$ 1,008.00
6e	6	G843AH	ADD: AES ENCRYPTION APX	\$ 475.00	\$ 2,850.00	\$ 346.75	\$ 2,080.50	\$ 274.03	\$ 1,644.18
6f	6	W969BG	ADD: MULTIPLE KEY ENCRYPTION OPERATION	\$ 330.00	\$ 1,980.00	\$ 240.90	\$ 1,445.40	\$ 190.38	\$ 1,142.28
6g	6	G806BE	ADD: ASTRO DIGITAL CAI OPERATION	\$ 515.00	\$ 3,090.00	\$ 375.95	\$ 2,255.70	\$ 297.10	\$ 1,782.60
6h	6	CA01598AB	ADD: AC LINE CORD US	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6i	6	G51AT	ENH: SMARTZONE OPERATION APX	\$ 1,500.00	\$ 9,000.00	\$ 1,095.00	\$ 6,570.00	\$ 865.35	\$ 5,192.10
6j	6	GA09000AA	ADD: DIGITAL TONE SIGNALING	\$ 150.00	\$ 900.00	\$ 109.50	\$ 657.00	\$ 86.54	\$ 519.24
6k	6	QA01648AA	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	\$ 5.00	\$ 30.00	\$ 3.65	\$ 21.90	\$ 2.88	\$ 17.28
6l	6	G361AH	ENH: P25 TRUNKING SOFTWARE APX	\$ 300.00	\$ 1,800.00	\$ 219.00	\$ 1,314.00	\$ 173.07	\$ 1,038.42
6m	6	GA00580AA	ADD: TDMA OPERATION APX	\$ 450.00	\$ 2,700.00	\$ 328.50	\$ 1,971.00	\$ 259.61	\$ 1,557.66
6n	6	G444AE	ADD: APX CONTROL HEAD SOFTWARE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	6	HKN6233C	APX CONSOLETTTE RACK MOUNT KIT	\$ 200.00	\$ 1,200.00	\$ 146.00	\$ 876.00	\$ 115.38	\$ 692.28
8	1	F2380A	MCD 5000 DESKSET	\$ 1,500.00	\$ 1,500.00	\$ 1,125.00	\$ 1,125.00	\$ 889.06	\$ 889.06
9	1	FTN7490A	ASSY,KIT,MCD 5000 DESKSET RGU RACK MT PNL PLUS SCREWS	\$ 200.00	\$ 200.00	\$ 146.00	\$ 146.00	\$ 115.38	\$ 115.38
10	1	FVN5847A	MCD 5000 DESKSET SYSTEM CONFIG TOOL - SYSTEM W/OUT OMC	\$ 250.00	\$ 250.00	\$ 187.50	\$ 187.50	\$ 148.18	\$ 148.18
11	1	FHN7469A	MCD 5000 DESKSET / RGU POWER SUPPLY WITH USA POWER CORD	\$ 250.00	\$ 250.00	\$ 73.00	\$ 73.00	\$ 57.69	\$ 57.69
12	1	F7879B	SM, RADIO GATEWAY UNIT (RGU)	\$ 1,500.00	\$ 1,500.00	\$ 1,125.00	\$ 1,125.00	\$ 889.06	\$ 889.06
13	1	T7914A	RADIO MANAGEMENT ONLINE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13a	7	UA00049AA	ADD: RADIO MANAGEMENT LICENSES ONLINE	\$ 100.00	\$ 700.00	\$ 73.00	\$ 511.00	\$ 57.69	\$ 403.83
14	1	F4547A	SM IO EXPANSION BASIC	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 711.25	\$ 711.25
14a	1	V266AU	ADD: 90VAC TO 260VAC PS TO SM	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 94.83	\$ 94.83
15	4	F2979A	MLC 8000	\$ 1,000.00	\$ 4,000.00	\$ 750.00	\$ 3,000.00	\$ 592.71	\$ 2,370.84
15a	2	VA00011AA	19INCH RACK MOUNT HARDWARE KIT CABINET OR RACK	\$ 50.00	\$ 100.00	\$ 37.50	\$ 75.00	\$ 29.64	\$ 59.28
15b	4	VA00012AA	ADD: 120/240VAC TO +12VDC POWER ADAPTER	\$ 50.00	\$ 200.00	\$ 37.50	\$ 150.00	\$ 29.64	\$ 118.56
15c	4	VA00783AA	ADD: ANALOG CONVENTIONAL SIMULCAST COMPARATOR/GATEWAY	\$ 1,000.00	\$ 4,000.00	\$ 750.00	\$ 3,000.00	\$ 592.71	\$ 2,370.84
16	282	SVC03SVC0115D	SUBSCRIBER PROGRAMMING	\$ 1.00	\$ 282.00	\$ 1.00	\$ 282.00	\$ 1.00	\$ 282.00
17	5461	SVC03SVC0104D	INFRASTRUCTURE INSTALL	\$ 1.00	\$ 5,461.00	\$ 1.00	\$ 5,461.00	\$ 1.00	\$ 5,461.00
Existing APX7000									
18	1	T7553A	DIGITAL SMARTZONE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18a	1	H869BX	ENH: MULTIKEY	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 300.31	\$ 300.31
18b	1	QA09000AB	ADD: DIGITAL TONE SIGNALING	\$ 173.00	\$ 173.00	\$ 173.00	\$ 173.00	\$ 136.72	\$ 136.72
18c	1	QA00580AB	ENH: TDMA OPERATION	\$ 518.00	\$ 518.00	\$ 518.00	\$ 518.00	\$ 409.36	\$ 409.36
19	1	T8065A	KVL4000 CD FOR MACE UCM	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19a	1	CA00182AG	ADD: AES ENCRYPTION SOFTWARE	\$ 550.00	\$ 550.00	\$ 550.00	\$ 550.00	\$ 434.65	\$ 434.65
19b	1	CA00243AD	ADD: UPGRADING ADP FIELDDED UCM	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 59.27	\$ 59.27
20	94	SVC03SVC0115D	SUBSCRIBER PROGRAMMING	\$ 1.00	\$ 94.00	\$ 1.00	\$ 94.00	\$ 1.00	\$ 94.00
APX8000 All Band Portable									
21	140	H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2.5	\$ 5,983.00	\$ 837,620.00	\$ 4,367.59	\$ 611,462.60	\$ 3,451.61	\$ 483,225.40
21a	140	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	\$ 515.00	\$ 72,100.00	\$ 375.95	\$ 52,633.00	\$ 297.10	\$ 41,594.00

21b	140	Q58AL	ADD: 3Y ESSENTIAL SERVICE	\$ 110.00	\$ 15,400.00	\$ 110.00	\$ 15,400.00	\$ 110.00	\$ 15,400.00
21c	140	QA01648AA	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	\$ 5.00	\$ 700.00	\$ 3.65	\$ 511.00	\$ 2.88	\$ 403.20
21d	140	Q629AH	ENH: AES ENCRYPTION	\$ 475.00	\$ 66,500.00	\$ 346.75	\$ 48,545.00	\$ 274.03	\$ 38,364.20
21e	140	H38BS	ADD: SMARTZONE OPERATION	\$ 1,500.00	\$ 210,000.00	\$ 1,095.00	\$ 153,300.00	\$ 865.35	\$ 121,149.00
21f	140	Q361AN	ADD: P25 9600 BAUD TRUNKING	\$ 300.00	\$ 42,000.00	\$ 219.00	\$ 30,660.00	\$ 173.07	\$ 24,229.80
21g	140	QA00580AA	ADD: TDMA OPERATION	\$ 450.00	\$ 63,000.00	\$ 328.50	\$ 45,990.00	\$ 259.61	\$ 36,345.40
21h	140	H869BW	ENH: MULTIKEY	\$ 330.00	\$ 46,200.00	\$ 240.90	\$ 33,726.00	\$ 190.38	\$ 26,653.20
21i	140	QA09000AA	ADD: DIGITAL TONE SIGNALING	\$ 150.00	\$ 21,000.00	\$ 109.50	\$ 15,330.00	\$ 86.54	\$ 12,115.60
21j	140	QA09001AB	ADD: WIFI CAPABILITY	\$ 300.00	\$ 42,000.00	\$ 219.00	\$ 30,660.00	\$ 173.07	\$ 24,229.80
21k	140	QA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22	140	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	\$ 150.00	\$ 21,000.00	\$ 109.50	\$ 15,330.00	\$ 86.54	\$ 12,115.60
23	20	NMN6274A	IMPRES XP RSM FOR APX W/ DUAL MIC NOISE SUPPRESSION, 3.5MM THRD JACK	\$ 368.50	\$ 7,370.00	\$ 269.01	\$ 5,380.20	\$ 212.59	\$ 4,251.80
24	120	PMMN4099B	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IP68 REMOTE SPEAKER MICROF	\$ 145.00	\$ 17,400.00	\$ 94.25	\$ 11,310.00	\$ 74.48	\$ 8,937.60
25	1	T7914A	RADIO MANAGEMENT ONLINE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25a	210	UA00049AA	ADD: RADIO MANAGEMENT LICENSES ONLINE	\$ 100.00	\$ 21,000.00	\$ 73.00	\$ 15,330.00	\$ 57.69	\$ 12,114.90
26	6580	SVC03SVC0115D	SUBSCRIBER PROGRAMMING	\$ 1.00	\$ 6,580.00	\$ 1.00	\$ 6,580.00	\$ 1.00	\$ 6,580.00
APX8000 Accessories									
27	2	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA-PLUG, ACC USB CHGR	\$ 1,250.00	\$ 2,500.00	\$ 812.50	\$ 1,625.00	\$ 642.10	\$ 1,284.20
28	140	PMNN4486A	BATT IMPRES 2 LIION R IP67 3400T	\$ 142.00	\$ 19,880.00	\$ 92.30	\$ 12,922.00	\$ 72.94	\$ 10,211.60
29	140	PMLN7903A	CARRY ACCESSORY-CASE,APX6000 CC 3 FIX BL TIA BATTERY	\$ 67.00	\$ 9,380.00	\$ 50.25	\$ 7,035.00	\$ 39.71	\$ 5,559.40
30	100	8505241U11	ANTENNA	\$ 35.00	\$ 3,500.00	\$ 22.75	\$ 2,275.00	\$ 17.98	\$ 1,798.00
31	1	WPLN4130A	IMPRES MULTI UNIT CHARGER - 110V US PLUG WITH DISPLAY	\$ 1,485.00	\$ 1,485.00	\$ 965.25	\$ 965.25	\$ 762.82	\$ 762.82
APX8500 All Band Mobile (O2)									
32	35	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	\$ 4,770.00	\$ 166,950.00	\$ 3,482.10	\$ 121,873.50	\$ 2,751.84	\$ 96,314.40
32a	35	GA01513AA	ADD: ALL BAND MOBILE ANTENNA(7/8/V/U)	\$ 95.00	\$ 3,325.00	\$ 69.35	\$ 2,427.25	\$ 54.81	\$ 1,918.35
32b	35	G892AB	ENH: HAND MIC,GCAI WATER RESISTANT	\$ 72.00	\$ 2,520.00	\$ 52.56	\$ 1,839.60	\$ 41.54	\$ 1,453.90
32c	35	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
32d	35	G78AT	ADD: 3Y ESSENTIAL SERVICE	\$ 168.00	\$ 5,880.00	\$ 168.00	\$ 5,880.00	\$ 168.00	\$ 5,880.00
32e	35	G66BA	ADD: DASH MOUNT	\$ 125.00	\$ 4,375.00	\$ 91.25	\$ 3,193.75	\$ 72.11	\$ 2,523.85
32f	35	G843AH	ADD: AES ENCRYPTION APX	\$ 475.00	\$ 16,625.00	\$ 346.75	\$ 12,136.25	\$ 274.03	\$ 9,591.05
32g	35	W969BG	ADD: MULTIPLE KEY ENCRYPTION OPERATION	\$ 330.00	\$ 11,550.00	\$ 240.90	\$ 8,431.50	\$ 190.38	\$ 6,663.30
32h	35	G806BL	ENH: ASTRO DIGITAL CAI OP APX	\$ 515.00	\$ 18,025.00	\$ 375.95	\$ 13,158.25	\$ 297.10	\$ 10,398.50
32i	35	GA00804AA	ADD: APX O2 CONTROL HEAD (Grey)	\$ 492.00	\$ 17,220.00	\$ 359.16	\$ 12,570.60	\$ 283.84	\$ 9,934.40
32j	5	G444AH	ADD: APX CONTROL HEAD SOFTWARE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
32k	35	G51AT	ENH: SMARTZONE OPERATION APX	\$ 1,500.00	\$ 52,500.00	\$ 1,095.00	\$ 38,325.00	\$ 865.35	\$ 30,287.25
32l	35	QA01648AA	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	\$ 5.00	\$ 175.00	\$ 3.65	\$ 127.75	\$ 2.88	\$ 100.80
32m	35	G142AD	ADD: NO SPEAKER NEEDED	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
32n	35	GA01515AA	ADD: J600 ADAPTER CABLE	\$ 95.00	\$ 3,325.00	\$ 69.35	\$ 2,427.25	\$ 54.81	\$ 1,918.35
32o	35	G361AH	ENH: P25 TRUNKING SOFTWARE APX	\$ 300.00	\$ 10,500.00	\$ 219.00	\$ 7,665.00	\$ 173.07	\$ 6,057.45
32p	35	GA00580AA	ADD: TDMA OPERATION APX	\$ 450.00	\$ 15,750.00	\$ 328.50	\$ 11,497.50	\$ 259.61	\$ 9,086.35
32q	35	GA09000AA	ADD: DIGITAL TONE SIGNALING	\$ 150.00	\$ 5,250.00	\$ 109.50	\$ 3,832.50	\$ 86.54	\$ 3,028.90
32r	35	GA09001AA	ADD: WI-FI CAPABILITY	\$ 300.00	\$ 10,500.00	\$ 219.00	\$ 7,665.00	\$ 173.07	\$ 6,057.45
32s	35	GA09007AA	ADD: OUT OF THE BOX WI-FI PROVISIONING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
32t	35	GA00235AA	ADD: NO GPS ANTENNA NEEDED	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
32u	35	GA01579AA	ADD: COVERT WIFI GLASSMOUNT LMR195	\$ 70.00	\$ 2,450.00	\$ 51.10	\$ 1,788.50	\$ 40.38	\$ 1,413.30
33	1	T7914A	RADIO MANAGEMENT ONLINE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
33a	35	UA00049AA	ADD: RADIO MANAGEMENT LICENSES ONLINE	\$ 100.00	\$ 3,500.00	\$ 73.00	\$ 2,555.00	\$ 57.69	\$ 2,019.15
34	1645	SVC03SVC0115D	SUBSCRIBER PROGRAMMING	\$ 1.00	\$ 1,645.00	\$ 1.00	\$ 1,645.00	\$ 1.00	\$ 1,645.00
35	13440	SVC03SVC0124D	INSTALL - CUST LOCATION	\$ 1.00	\$ 13,440.00	\$ 1.00	\$ 13,440.00	\$ 1.00	\$ 13,440.00
APX8500 All Band Mobile (O3)									
36	5	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	\$ 4,770.00	\$ 23,850.00	\$ 3,482.10	\$ 17,410.50	\$ 2,751.83	\$ 13,759.15
36a	5	GA01513AA	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	\$ 95.00	\$ 475.00	\$ 69.35	\$ 346.75	\$ 54.81	\$ 274.05
36b	5	G90AC	ADD: NO MICROPHONE NEEDED	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
36c	5	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
36d	5	G66BB	ADD: DASH MOUNT	\$ 125.00	\$ 625.00	\$ 91.25	\$ 456.25	\$ 72.11	\$ 360.55

36e	5	G78AT	ADD: 3Y ESSENTIAL SERVICE	\$ 168.00	\$ 840.00	\$ 168.00	\$ 840.00	\$ 168.00	\$ 840.00
36f	5	G843AH	ADD: AES ENCRYPTION APX	\$ 475.00	\$ 2,375.00	\$ 346.75	\$ 1,733.75	\$ 274.03	\$ 1,370.15
36g	5	W969BG	ADD: MULTIPLE KEY ENCRYPTION OPERATION	\$ 330.00	\$ 1,650.00	\$ 240.90	\$ 1,204.50	\$ 190.38	\$ 951.90
36h	5	G806BL	ENH: ASTRO DIGITAL CAI OP APX	\$ 515.00	\$ 2,575.00	\$ 375.95	\$ 1,879.75	\$ 297.10	\$ 1,485.50
36i	5	G72AD	ADD: APX O3 HANDHELD CH	\$ 946.00	\$ 4,730.00	\$ 690.58	\$ 3,452.90	\$ 545.75	\$ 2,728.75
36j	5	G444AH	ADD: APX CONTROL HEAD SOFTWARE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
36k	5	G51AT	ENH: SMARTZONE OPERATION APX	\$ 1,500.00	\$ 7,500.00	\$ 1,095.00	\$ 5,475.00	\$ 865.35	\$ 4,326.75
36l	5	QA01648AA	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	\$ 5.00	\$ 25.00	\$ 3.65	\$ 18.25	\$ 2.88	\$ 14.40
36m	5	G142AD	ADD: NO SPEAKER NEEDED	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
36n	5	GA01515AA	ADD: J600 ADAPTER CABLE	\$ 95.00	\$ 475.00	\$ 69.35	\$ 346.75	\$ 54.81	\$ 274.05
36o	5	G361AH	ENH: P25 TRUNKING SOFTWARE APX	\$ 300.00	\$ 1,500.00	\$ 219.00	\$ 1,095.00	\$ 173.07	\$ 865.35
36p	5	GA00580AA	ADD: TDMA OPERATION APX	\$ 450.00	\$ 2,250.00	\$ 328.50	\$ 1,642.50	\$ 259.61	\$ 1,298.05
36q	5	GA09000AA	ADD: DIGITAL TONE SIGNALING	\$ 150.00	\$ 750.00	\$ 109.50	\$ 547.50	\$ 86.54	\$ 432.70
36r	5	GA09001AA	ADD: WI-FI CAPABILITY	\$ 300.00	\$ 1,500.00	\$ 219.00	\$ 1,095.00	\$ 173.07	\$ 865.35
36s	5	GA09007AA	ADD: OUT OF THE BOX WI-FI PROVISIONING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
36t	5	GA00235AA	ADD: NO GPS ANTENNA NEEDED	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
36u	5	GA01579AA	ADD: COVERT WIFI GLASSMOUNT LMR195	\$ 70.00	\$ 350.00	\$ 51.10	\$ 255.50	\$ 40.38	\$ 201.90
37	1	T7914A	RADIO MANAGEMENT ONLINE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
37a	5	UA00049AA	ADD: RADIO MANAGEMENT LICENSES ONLINE	\$ 100.00	\$ 500.00	\$ 73.00	\$ 365.00	\$ 57.69	\$ 288.45
38	5	PMLN4958B	O3 CAN 17' EXTENSION CABLE	\$ 108.90	\$ 544.50	\$ 79.50	\$ 397.50	\$ 62.83	\$ 314.15
39	235	SVC03SVC0115D	SUBSCRIBER PROGRAMMING	\$ 1.00	\$ 235.00	\$ 1.00	\$ 235.00	\$ 1.00	\$ 235.00
40	1920	SVC03SVC0124D	INSTALL - CUST LOCATION	\$ 1.00	\$ 1,920.00	\$ 1.00	\$ 1,920.00	\$ 1.00	\$ 1,920.00
Starcom Site Add-West Bloomington									
41	75000	SVC03SVC0117D	SYSTEM UPGRADE SERVICES - STARCOM SITE COST	\$ 1.00	\$ 75,000.00	\$ 1.00	\$ 75,000.00	\$ 1.00	\$ 75,000.00
42	5845	SVC03SVC0126D	TECHNICAL ASSISTANCE - CLEAR TALK FCC LICENSING	\$ 1.00	\$ 5,845.00	\$ 1.00	\$ 5,845.00	\$ 1.00	\$ 5,845.00

MSRP TOTAL	STATE PRICING TOTAL	PRICE EXCEPTION TOTAL
\$ 2,112,448.50	\$ 1,577,446.32	\$ 1,274,839.72

Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and the City of Bloomington ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Motorola Software License Agreement"

Exhibit B "Payment"

Exhibit C Technical and Implementation Documents

C-1 "System Description" dated June 10, 2019

C-2 "Pricing Summary & Equipment List" dated June 10, 2019

C-3 "Implementation Statement of Work" dated June 10, 2019

C-4 "Acceptance Test Plan" or "ATP" dated - Not applicable

C-5 "Performance Schedule" dated - Not applicable

Exhibit D "System Acceptance Certificate"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

"Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by

examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent. This Agreement and any attachments or exhibits thereto are not considered confidential information.

“Contract Price” means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, “Payment” or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

“Deliverables” means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

“Derivative Proprietary Materials” means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

“Effective Date” means that date upon which the last Party executes this Agreement.

“Equipment” means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

“Force Majeure” means an event, circumstance, or act that is beyond a Party’s reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

“Motorola Software” means software that Motorola or its affiliated companies owns.

“Non-Motorola Software” means software that a party other than Motorola or its affiliated companies owns.

“Open Source Software” (also called “freeware” or “shareware”) means software with either freely obtainable source code, license for modification, or permission for free distribution.

“Proprietary Materials” means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

“Services” means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

“Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

“Software License Agreement” means the Motorola Software License Agreement (Exhibit A).

“Software Support Policy” (“SwSP”) means the policy set forth at <http://www.motorolasolutions.com/softwarepolicy> describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola’s discretion.

“Solution” means the combination of the System(s) and Services provided by Motorola under this Agreement.

“Solution Data” means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

“Specifications” means the functionality and performance requirements that are described in the Technical and Implementation Documents.

“SUA” or “SUA II” means Motorola’s Software Upgrade Agreement program.

“Subsystem” means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

“System” means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

“System Acceptance” means the Acceptance Tests have been successfully completed.

“System Data” means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

“Warranty Period” for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this

Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <https://businessonline.motorolasolutions.com> and the MOL telephone number is (800) 814-0601.

3.5. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software

License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at <http://www.motorolasolutions.com/softwarepolicy> and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. **PROFESSIONAL AND SUBSCRIPTION SERVICES.** If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. **TOOLS.** All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. **COVENANT NOT TO EMPLOY.** During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is

found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. **CUSTOMER OBLIGATIONS.** If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. **ASSUMPTIONS.** If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. **NON-PRECLUSION.** If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. **PROPRIETARY MATERIALS.** Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. **ADDITIONAL SERVICES.** Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$1,274,839.72. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the

pricing pages of the proposal, or the applicable Addendum.

6.3. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

Name: Darren Wolf
Address: 305 S East Street, Bloomington, IL 61701
Phone: 309-434-2589
Email: dwolf@cityblm.org

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: Darren Wolf
Address: 305 S East Street, Bloomington, IL 61701

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: Darren Wolf
Address: 305 S East Street, Bloomington, IL 61701
Phone: 309-434-2589

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. **SITE CONDITIONS.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. **SITE ISSUES.** If a Party determines that the sites identified in the Technical and Implementation

Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE

WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. **PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER.** If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. **CONFIDENTIALITY.** All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any

additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. **GENERAL INDEMNITY BY Motorola.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. **GENERAL INDEMNITY BY CUSTOMER.** Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

14.3. **PATENT AND COPYRIGHT INFRINGEMENT.**

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if

requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party (“Discloser”) and a receiving party (“Recipient”) under this Agreement. All Deliverables will be deemed to be Motorola’s Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser’s Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser’s written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. PRESERVATION OF MOTOROLA’S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola’s Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the

appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and _____ ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and

security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 **FUTURE REGULATORY REQUIREMENTS.** The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing,

any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B

PAYMENT SCHEDULE

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

1. 25% of the Contract Price due upon contract execution (due upon effective date);
2. 75% of the Contract Price due upon beneficial use.

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

EXHIBIT D

System Acceptance Certificate

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and the City of Bloomington ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Motorola Software License Agreement"

Exhibit B "Payment"

Exhibit C Technical and Implementation Documents

C-1 "System Description" dated June 10, 2019

C-2 "Pricing Summary & Equipment List" dated June 10, 2019

C-3 "Implementation Statement of Work" dated June 10, 2019

C-4 "Acceptance Test Plan" or "ATP" dated - Not applicable

C-5 "Performance Schedule" dated - Not applicable

Exhibit D "System Acceptance Certificate"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

"Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to



CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: June 10, 2019

SPONSORING DEPARTMENT: City Clerk

SUBJECT: Consideration and action on an Ordinance Approving a Cable Television Franchise Agreement by and between the City of Bloomington and Comcast of Illinois/Indiana/Ohio, LLC, thereby Granting the Franchise, Right, Permission, and Authority to Construct, Operate, and Maintain a Cable System in the City of Bloomington, County of McLean and State of Illinois, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1e. Partnering with others for the most cost-effective service delivery.

BACKGROUND: Cable television companies enter into agreements with municipalities which permit the cable companies to use rights of way for their cables in return for payments for that privilege. Although they are referred to as "franchise" agreements, the term is somewhat misleading because the cable company does not receive a promise that they will be the only cable company permitted to operate within that municipality. Any company which desires to "overbuild" (that is, to install their own equipment in the right of way) would be entitled to operate provided that it enters into a similar agreement. In this regard, a "cable franchise" agreement is more comparable to a rental agreement for the use of municipal right of way.

The agreement provides that Comcast will pay the City an annual franchise fee of five percent (5%) of Comcast's annual gross revenue collected in Bloomington. Comcast must also provide complimentary basic cable service and a free standard installation of one outlet to all City and school buildings. Comcast will provide and maintain an "Emergency Alert System" consistent with state and federal standards, as well as broadcast, without charge, the City's Public, Educational and Governmental ("PEG") Access Programming. This PEG channel will be shared with the Town of Normal. The City is in charge of regulating the channel's content in partnership with the Town of Normal. The City may allow the channel to be used for other non-commercial uses in the community such as by educational institutions and/or organizations. Comcast is not required to produce programs for the channel, but Comcast must host the channel for free.

The City was mindful of issues surrounding underground boring in rights of way during negotiation of the agreement. The agreement includes language focused on customer service, repairs arising from sewers and other lines hit by accident, and costs of beautifying rights of way following installation or repair projects.

The term of the agreement is for ten (10) years.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Town of Normal and Illinois State University.

FINANCIAL IMPACT: Comcast will pay a franchise fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the cable system to provide cable service in the franchise area. In FY 2019, the City is projected to collect a franchise fee of \$946,133.09. Stakeholders can locate this in the FY 2020 Proposed Budget Book titled "Budget Overview & General Fund" on page 110. These funds are used to support operations within the General Fund.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Leslie Yocum, City Clerk

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

Legal Review By: Alan Jedlicka, Sorling Northrup

Recommended by:



Tim Gleason
City Manager

Attachments:

- CLK 1B Ordinance 2019-41 Comcast Franchise
- CLK 1C Agreement Comcast Franchise

ORDINANCE NO. 2019 - 41

AN ORDINANCE APPROVING A CABLE TELEVISION FRANCHISE AGREEMENT BY AND BETWEEN THE CITY OF BLOOMINGTON AND COMCAST OF ILLINOIS/INDIANA/OHIO, LLC, THEREBY GRANTING THE FRANCHISE, RIGHT, PERMISSION, AND AUTHORITY TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE SYSTEM IN THE CITY OF BLOOMINGTON, COUNTY OF MCLEAN AND STATE OF ILLINOIS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, COUNTY OF MCLEAN, AND THE STATE OF ILLINOIS, AS FOLLOWS:

SECTION 1. It is the intent of the parties by this Ordinance to approve and enter the attached CABLE TELEVISION FRANCHISE AGREEMENT BY AND BETWEEN THE CITY OF BLOOMINGTON AND COMCAST OF ILLINOIS/INDIANA/OHIO, LLC, granting the authorization to Comcast of Illinois/Indiana/Ohio, LLC ("Comcast"), to construct, operate, and maintain a cable system within the City pursuant to the terms and conditions of said agreement.

SECTION 2. All ordinances and parts of ordinances in conflict with this Ordinance or with any of its provisions are, to the extent of such conflict, hereby repealed.

SECTION 3. This Ordinance shall not relieve Comcast of the obligation to comply with any ordinance now existing in the Municipality or enacted in the future requiring Comcast to obtain written permits or other approval from the Municipality prior to commencement of construction of facilities within the streets thereof.

PASSED this 10th day of June 2019.

APPROVED this _____ day of June 2019.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, City Clerk

**CABLE TELEVISION FRANCHISE AGREEMENT
BY AND BETWEEN
The
CITY OF BLOOMINGTON
And
COMCAST OF ILLINOIS\INDIANA\OHIO, LLC**

This Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between the City of Bloomington, Illinois (hereinafter, the “City”) and Comcast of Illinois\Indiana\Ohio, LLC, (hereinafter, “Grantee”) this ____ day of _____, _____ (the “Effective Date”).

The City, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This Agreement is entered into by and between the parties under the authority of the Cable Act, the Illinois Constitution of 1970, and the Illinois Municipal Code, as amended from time to time, and shall be governed by the Cable Act and the Illinois Municipal Code, as amended from time to time; provided that any provisions of the Illinois Municipal Code that are inconsistent with the Cable Act shall be deemed to be preempted and superseded.

SECTION 1: Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

“Basic Service” means any service tier which includes the retransmission of local television broadcast signals and the public, educational, and governmental access channels.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 et seq., as the same may be amended from time to time.

“Cable Operator” means any Person or group of Persons who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System; or who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

"Cable Service" or “Service” means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service.

“Cable System” or “System,” has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

“Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

“City” means the City of Bloomington, Illinois or the lawful successor, transferee, designee, or assignee thereof.

“Customer” or “Subscriber” means a Person who lawfully receives and pays for Cable Service with the Grantee’s express permission.

“FCC” means the Federal Communications Commission or successor governmental entity thereto.

“Franchise” means the initial authorization, or renewal thereof, issued by the City, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction or operation of the Cable System.

“Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

“Franchise Area” means the present legal boundaries of the City as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

“Grantee” shall mean Comcast of Illinois\Indiana\Ohio, LLC.

“Gross Revenue” means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly Basic Cable Service, cable programming service regardless of Service Tier, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and

equipment rental fees. Gross revenues shall also include such other revenue sources from Cable Service delivered over the Cable System as may now exist or hereafter develop, provided that such revenues, fees, receipts, or charges may be lawfully included in the gross revenue base for purposes of computing the City's permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment income, programming launch support payments, third party advertising sales commissions and agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5th Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the "Pasadena Decision," *City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues*, CSR 5282-R, *Memorandum Opinion and Order*, 16 FCC Rcd. 18192 (2001), and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5th Cir. 2003).

"Initial Franchise Service Area" means that portion of the Franchise Area served by the Grantee's Cable System as of the Effective Date of this Franchise Agreement.

"Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the City.

"Public, Educational and Governmental (PEG) Access Channel" shall mean a video Channel designated for non-commercial use by the City, the public, and/or educational institutions such as public or private schools, but not "home schools," community colleges, and universities.

"Public, Educational and Government (PEG) Access Programming" shall mean non-commercial programming produced by any City residents or organizations, schools and government entities and the use of designated facilities, equipment and/or Channels of the Cable System in accordance with 47 U.S.C. 531 and this Agreement.

"Public Way" shall mean, pursuant and in addition to the City's Right of Way Ordinance, Chapter 38 of the Bloomington Municipal Code, the surface of, and the space above and below, any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including, but not limited to, public utility easements and other easements dedicated for compatible uses, now or hereafter held by the City in the Franchise Area, to the extent that the City has the right and authority to authorize, regulate, or permit the location of facilities other than those of the City. Public Way shall not include any real or personal City property that is not specifically described in this definition and shall not include City buildings, fixtures, and other structures and improvements, regardless of whether they are situated in the Public Way.

"Service Tier" means a category of cable service or other services provided by a cable operator and for which a separate rate is charged by the cable operator.

"Standard Installation" means those installations to Subscribers that are located up to one

hundred twenty-five (125) feet from the existing distribution system (Cable System).

“Video Programming” or “Programming” means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2: Grant of Authority

2.1. Pursuant to Section 621(a) of the Cable Act, 47 U.S.C. § 541 (a), and 65 ILCS 5/11-42-11(a) of the Illinois Municipal Code, the Illinois Constitution and Ordinance No. _____ approving and authorizing the execution of this Agreement, the City hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. From and after the Effective Date of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to be the sole and exclusive Franchise Agreement between the Parties pertaining to the Grantee’s Franchise for the provision of Cable Service.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, and any applicable State law which may exist at the time of renewal and which is not superseded by the Cable Act.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the City of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the City pursuant to such police power.

2.5. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the City to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City, or (C) be construed as a waiver or release of the rights of the City in and to the Public Ways.

2.6. Competitive Equity.

2.6.1. In the event the City grants an additional Franchise to use and occupy any Public Way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 65 ILCS 5/11-42-11.

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the City proposing to serve the Franchise Area, in whole or in part, the City shall to the extent permitted by law promptly notify the Grantee, or require the Grantee to be notified, and include a copy of such application.

SECTION 3: Construction and Maintenance of the Cable System

3.1. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of Title/Chapter 38 entitled “Streets, Sidewalks, and Other Public Ways,” of the of the City of Bloomington Municipal Code, as may be amended from time to time.

3.2. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems’ transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee’s cable and other equipment without technical degradation of the Cable System’s signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.3. Undergrounding and Beautification Projects.

3.3.1. In the event the City requires users of the Public Way who operate aerial facilities to relocate such aerial facilities underground, Grantee shall participate in the planning for relocation of its aerial facilities, if any, contemporaneously with such users. Grantee shall be reimbursed its relocation costs from public or private funds allocated for the project to the same extent as such funds are made available to other users of the Public Way, if any, provided that any utility’s exercise of authority granted under its tariff to charge consumers for the said utility’s cost of the project that are not reimbursed by the City shall not be considered to be public or private funds.

3.3.2. The Grantee shall not be required to relocate its facilities unless it has been afforded at least ninety (90) days notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee’s facilities or where the Grantee is entitled to reimbursement pursuant to the preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

3.4. Grantee shall be liable and responsible for damages to existing underground works, connections, services, and facilities, including but not limited to sewer and water lines, that result from or are occasioned by underground installation and maintenance of cable lines and equipment.

SECTION 4: Service Obligations

4.1. Initial Service Obligations. As of the Effective Date of this Agreement, Grantee’s Cable System has been designed to provide, and is capable of providing, Cable Service to residential Customers throughout the Initial Franchise Service Area. The Grantee shall continue to make Cable Service available in the Initial Service Area throughout the term of this Agreement and Grantee shall extend its Cable System and provide service consistent with the provisions of this Franchise Agreement.

4.2. General Service Obligation. The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least sixty-six (66) dwelling units per linear Cable System network mile as measured from the existing Cable System’s technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five (125) feet of the Grantee’s distribution cable (e.g., a Standard Installation).

4.2.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.3. Programming. The Grantee agrees to provide cable programming services in the following broad categories:

Children	General Entertainment	Family Oriented
Ethnic/Minority	Sports	Weather
Educational	Arts, Culture and Performing Arts	News & Information

Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Grantee.

4.4. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time. The Grantee shall cooperate with the City in conducting inspections related to these standards upon reasonable prior written request from the City based on a significant number of Subscriber complaints.

4.5. Annexations and New/Planned Developments. In cases of annexation the City shall provide the Grantee written notice of such annexation. In cases of new construction,

planned developments or property development where undergrounding or extension of the Cable System is required, the City shall provide or cause the developer or property owner to provide notice of the same. Such notices shall be provided at the time of notice to all utilities or other like occupants of the City's Public Way. If advance notice of such annexation, new construction, planned development or property development is not provided, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise Agreement.

4.6. Service to School Buildings and Governmental Facilities. The City and the Grantee acknowledge the provisions of 220 ILCS 5/22-501(f), whereby the Grantee shall provide complimentary Basic Cable Service and a free service line drop, meaning the connection between an eligible building as defined in said statute and the cable or video network that enables such building to receive cable service or video service, at one outlet. Eligible buildings shall not include buildings leased to non-governmental third parties or buildings such as storage facilities at which governmental employees are not regularly stationed.

4.6.1 The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds a Standard Installation.

4.7. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an "Emergency Alert System" ("EAS") consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the "State of Illinois Emergency Alert System State Plan" – as may be amended from time to time. Should the City become qualified and authorized to activate the EAS, the Grantee shall provide instructions on the access and use of the EAS by the City to the City on an annual basis. The City agrees to indemnify and hold the Grantee harmless from any damages or penalties arising out of the negligence of the City, its employees or agents in using such system.

4.8. Customer Service Obligations. The City and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.* Enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*

SECTION 5: Oversight and Regulation by City

5.1. Franchise Fees. The Grantee shall pay to the City a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid

during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by JP Morgan Chase & Company or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the City shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this Section.

5.1.1. The Parties acknowledge that, at present, the Cable Act limits the City to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that a change in the Cable Act would allow the City to increase the Franchise Fee above five percent (5%), and the City actually proposes to increase the Franchise Fee in exercise of such authority, the City may amend the Franchise Fee percentage. Following the determination to increase the Franchise Fee and enactment of an ordinance enabling the same, the City shall notify the Grantee of its intent to collect the increased Franchise Fee, and Grantee shall have a reasonable time (not to be less than ninety (90) days from receipt of notice from the City) to effectuate any changes necessary to begin the collection of such increased Franchise Fee. In the event that the City increases said Franchise Fee, the Grantee shall notify its Subscribers of the City's decision to increase said fee prior to the implementation of the collection of said fee from Subscribers as required by law.

5.1.2. In the event a change in state or federal law requires the City to reduce the franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: i) the maximum permissible franchise fee percentage; or ii) the lowest franchise fee percentage paid by any other Cable Operator granted a Cable Franchise by the City pursuant to the Cable Act, and Section 11-42-11 of the Illinois Municipal Code; provided that: (a) such amendment is in compliance with the change in state or federal law; (b) the City approves the amendment by ordinance; and (c) the City notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.3. Taxes Not Included. The Grantee acknowledges and agrees that the term "Franchise Fee" does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit. The City and Grantee acknowledge that the audit standards are set forth in the Illinois Municipal Code at 65 ILCS 5/11-42-11.05 (Municipal Franchise Fee Review; Requests For Information). Any audit shall be conducted in accordance with generally applicable auditing standards.

5.2.1 In accordance with 65 ILCS 5/11-42-11.05 (k), the City shall provide on an annual basis, a complete list of addresses within the corporate limits of the City. If an address is not included in the list or if no list is provided, the Grantee shall be held harmless for any franchise fee underpayments (including penalty and interest) from situsing errors.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, with the exception of the information directly related to an audit of Franchise Fees as set forth in Section 5.2. The City agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the City that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority’s representative. In the event that the City has in its possession and receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the City shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the City from and against any claims arising from the City’s opposition to disclosure of any information Grantee designates as proprietary or confidential. Compliance by the City with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, or with a decision or order of a court with jurisdiction over the City, shall not be a violation of this Section.

SECTION 6: Transfer of Cable System or Franchise or Control of Grantee

6.1. Grantee shall notify the City of any change in ownership of the Cable System within thirty (30) days of any transfer of ownership totaling more than 51% of the Cable System.

SECTION 7: Insurance and Indemnity

7.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain such insurance and provide the City certificates of insurance in accordance with Title/Chapter 38 of the Bloomington Municipal Code.

7.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the City, its officers, employees, and agents (the “Indemnitees”) from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney’s fees and costs of suit or defense (the “Indemnification Events”), arising in the course of the Grantee constructing, operating, maintaining, and removing its Cable System within the City. The Grantee’s obligation with respect to the Indemnitees shall apply to Indemnification Events which may occur during the term of this Agreement, provided that the claim or action is initiated within the applicable statute of limitations, notwithstanding that the claim may be made or action filed subsequent to the termination or expiration of this Agreement. The City shall give the Grantee timely written notice of its obligation to indemnify and defend the City after the City’s receipt of a claim or action pursuant to this Section. For purposes of this Section, the word “timely” shall

mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the City. If the City elects in its own discretion to employ additional counsel, the costs for such additional counsel for the City shall be the responsibility of the City.

7.2.1. The Grantee shall not indemnify the City for any liabilities, damages, costs or expense resulting from any conduct for which the City, its officers, employees and agents may be liable under the laws of the State of Illinois.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the City by reference to the limits of insurance coverage described in this Agreement.

SECTION 8: Public, Educational and Governmental (PEG) Access

8.1. PEG Capacity. The Grantee shall provide capacity for the City's Public, Educational and Governmental ("PEG") Access Programming through Grantee's Cable System consistent with the requirements set forth herein. As of the Effective Date of this Agreement, the City utilizes one Channel which is shared with the Town of Normal. Unless otherwise agreed to by the City and the Grantee to the extent required by applicable law, the Channel(s) may be carried on the Grantee's basic digital service tier. The City's PEG programming shall be provided consistent with Section 611 of the Cable Act, as amended from time to time.

8.2. The Grantee does not relinquish its ownership of or ultimate right of control over channel(s) by designating it for PEG use. However, the PEG channel(s) are, and shall be, operated by the City, and the City may at any time allocate or reallocate the usage of the PEG channel(s) among and between different non-commercial uses and Users. The City shall be responsible for the editorial control of the Video Programming on the PEG Channel(s) except to the extent permitted in 47 U.S.C. §531(e).

8.3. Origination Point. At such time that the City determines that it wants to establish capacity to allow its residents who subscribe to Grantee's Cable Service to receive PEG access programming originated from Schools and/or City facilities; or at such time that the City determines that it wants to change or upgrade a location from which PEG access programming is originated; the City will give the Grantee written notice detailing the point of origination and the capability sought by the City. The Grantee agrees to submit a cost estimate to implement the City's plan within a reasonable period of time. After an agreement to reimburse the Grantee for its expenditure, the Grantee will implement any necessary system changes within a reasonable period of time.

8.4. PEG Signal Quality. Provided PEG signal feeds are delivered by the City to the designated signal input point without material degradation, the PEG channel delivery system from the designated signal input point shall meet the same FCC technical standards as the remainder of the Cable System set forth in this Agreement.

8.5. Grantee Use of Unused Time. Because the City and Grantee agree that a blank or underutilized Access Channel is not in the public interest, in the event the City does not completely program a Channel, Grantee may utilize the Channel for its own purposes. Grantee

may program unused time on the Channel subject to reclamation to the City upon no less than sixty (60) days notice. Except as otherwise provided herein, the programming of the AccessChannel with text messaging or playback of previously aired programming shall not constitute unused time. Text messaging containing out of date or expired information for a period of thirty (30) days shall be considered unused time. A programming schedule that contains playback of previously aired programming that has not been updated for a period of ninety (90) days shall be considered unused time. Unused time shall be considered to be a period of time, in excess of six (6) hours, where no community produced programming of any kind can be viewed on an access Channel. Unused time shall not include periods of time where programming cannot be viewed that are caused by technical difficulties, transition of broadcast media, signal testing, replacement or repair of equipment, or installation or relocation of facilities.

SECTION 9: Enforcement of Franchise

9.1. Notice of Violation or Default. In the event the City believes that the Grantee has not complied with a material term of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

9.2. Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the City's written notice: (A) to respond to the City, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that the cure will be completed.

9.3. Enforcement. Subject to applicable federal and state law, and following notice and an opportunity to cure and respond pursuant to the provisions of Section 9.2 above, in the event the City determines that the Grantee is in default of any material provision of the Franchise, the City may:

9.3.1. seek specific performance of any provision that reasonably lends itself to such remedy or seek other relief available at law, including declaratory or injunctive relief; or

9.3.2. in the case of a substantial or frequent default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The City shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing, to state its reasons for such objection, and to propose a remedy. In the event the City has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy or in the event that the Grantee has not taken action to cure the default, it may then seek termination of the Franchise at a public hearing. The City shall cause to be served upon the Grantee, at least ten

(10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the City shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which the City shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record. A copy of the transcript shall be made available to the Grantee at its sole expense. The decision of the City shall be in writing and shall be delivered to the Grantee in a manner authorized by Section 10.2. The Grantee may appeal such determination to any court with jurisdiction within thirty (30) days after receipt of the City's decision.

9.4. Remedies Not Exclusive. In addition to the remedies set forth in this Section 9, the Grantee acknowledges the City's ability pursuant to Section 4.8 of this Franchise Agreement to enforce the requirements and standards, and the penalties for non-compliance with such standards, consistent with the Illinois Cable and Video Customer Protection Law; and, pursuant to Section 3.1 of this Franchise Agreement and Title /Chapter 38 of the Bloomington Municipal Code, to enforce the Grantee's compliance with the City's requirements regarding "Construction of Utility Facilities in the Rights-Of-Way." Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to permit the City to exercise such rights and remedies in a manner that permits duplicative recovery from, or payments by, the Grantee. Such remedies may be exercised from time to time and as often and in such order as may be deemed expedient by the City.

SECTION 10: Miscellaneous Provisions

10.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

10.2. Notice. Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties' rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the City:

City of Bloomington
109 E Olive Street
Bloomington, IL 61701
ATTN: Mayor Tari Renner

To the Grantee:

Comcast
1500 N. McConnor Parkway
Schaumburg, Illinois 60173
ATTN: Sr. Director of Government Affairs

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above. Either party may change its address and addressee for notice by notice to the other party under this Section.

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the City and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral. Except for ordinances adopted pursuant to Sections 2.4 and 2.5 of this Agreement, all ordinances or parts of ordinances related to the provision of Cable Service that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

10.3.1. The City may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

10.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. If any material provision of this Agreement is made or found to be unenforceable by such a binding and final decision, either party may notify the other in writing that the Franchise has been materially altered by the change and of the election to begin negotiations to amend the Franchise in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, and the parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

10.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

10.6. Venue. Except as to any matter within the jurisdiction of the federal courts or the FCC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any

other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, McLean County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

10.7. Modification. Except as provided in Sections 5.1.1 and 5.1.2, no provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City and the Grantee, which amendment shall be authorized on behalf of the City through the adoption of an appropriate ordinance or resolution by the City, as required by applicable law.

10.8. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

10.9. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein.

10.10. Validity of Franchise Agreement. The parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Franchise Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

10.11. Authority to Sign Agreement. Grantee warrants to the City that it is authorized to execute, deliver and perform this Franchise Agreement. The individual signing this Franchise Agreement on behalf of the Grantee warrants to the City that s/he is authorized to execute this Franchise Agreement in the name of the Grantee.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For the City of Bloomington:

**For Comcast of Illinois/ Indiana/
Ohio, LLC:**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: June 10, 2019

SPONSORING DEPARTMENT: Community Development - Office of Grants Administration

SUBJECT: Consideration and action on a Resolution Approving Acceptance of the Illinois Housing Development Authority's (IHDA) Abandoned Property Program in the amount of \$73,000, and an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2020 in the amount of \$73,000, as requested by the Community Development Department.

RECOMMENDED MOTION: The proposed Resolution and Ordinance be approved.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1a. Budget with adequate resources to support defined services and level of services.

BACKGROUND: The City has a history of participating in various IHDA grant programs such as the Abandoned Property Program (APP). The City has received grant awards through three previous rounds of the APP program totaling more than \$185,000. The current award provides an additional \$73,000 in funding. Through this program, the City is able to support demolition and property maintenance activities at vacant, abandoned properties within the corporate limits of Bloomington. Round 2 and 3 funding has supported eligible activities at more than 20 properties around the City. Eligible activities include but are not limited to: mowing/trimming grass and weeds, debris cleanup, securing properties (board ups), pest removal/prevention and demolitions. Each property is evaluated for rehabilitation potential before approved for demolition. Properties at which demolition activities occur will be donated to local not-for-profit organizations such as Habitat for Humanity for construction of new, affordable housing when appropriate.

Due to the timing of the APP grant application and award notice, staff did not originally include the grant funding in the FY2020 budget. In order to move forward with the program, funds in the amount of \$73,000 must be appropriated for use. APP expenses are reimbursed at 100% with no match required. Revenues will match expenses.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, grant revenues will increase directly in relation to the expenditures resulting in a "net zero" financial impact to the City's General Fund. Please see Exhibit 1D for the accounts related to the budget amendment to accept and manage this grant.

COMMUNITY DEVELOPMENT IMPACT: Goal H–1.2. Ensure an adequate supply of affordable housing for low to moderate income residents; Objective H-1.2b Work with community partners like Habitat for Humanity, MCCA and Bloomington Housing Authority to have a collective impact on affordable housing issues.

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

Respectfully submitted for Council consideration.

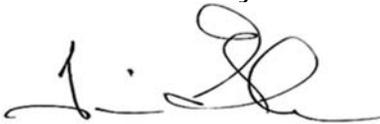
Prepared By: Jennifer Toney, Grants Coordinator

Reviewed By: Bob Mahrt, Community Development Director

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

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- CD 1B Resolution 2019 - 42 Abandoned Property Program
- CD 1C Ordinance 2019 - 42 Abandoned Property Grant
- CD 1D Exhibit Budget Amendment
- CD 1E Conditional Commitment Letter

RESOLUTION NO. 2019 - 42

**A RESOLUTION APPROVING ACCEPTANCE OF THE ILLINOIS HOUSING DEVELOPMENT
AUTHORITY'S ABANDONED PROPERTY PROGRAM GRANT**

WHEREAS, the City of Bloomington applied for and was awarded Abandoned Property Program (APP) funding in the amount of \$73,000, which will allow the City to complete maintenance and demolition activities at vacant/abandoned properties within the corporate city limits; and

WHEREAS, the City Council finds it in the best interest of the City to accept the IHDA AAP Grant in the amount of \$73,000.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, ILLINOIS THAT THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY'S ABANDONED PROPERTY PROGRAM GRANT IS HEREBY ACCEPTED AND THAT THE MAYOR IS AUTHORIZED TO EXECUTE ANY NECESSARY DOCUMENTS, INCLUDING THE CONDITIONAL COMMITMENT LETTER TO EFFECTUATE ACCEPTANCE OF THE GRANT.

PASSED this 10th day of June 2019.

Approved this _____ day of June 2019.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, City Clerk

ORDINANCE NO. 2019 - 42

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2020**

WHEREAS, on April 8, 2019 by Ordinance Number 2019-23, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2020, which Ordinance was approved by Mayor Tari Renner on April, 9, 2019; and

WHEREAS, a Budget Amendment is needed as detailed below;

Consideration to approve acceptance of the Illinois Housing Development Authority's (IHDA) Abandoned Property Program (APP) grant in the amount of \$73,000, by Resolution authorizing the Mayor and City Clerk to sign and execute the Conditional Letter of Commitment and other grant documents as requested by the Community Development Department - Office of Grants Administration; and

Consideration of approving an Ordinance amending the Fiscal Year 2020 Budget in the amount of \$73,000 to adjust the IHDA fund, as requested by the Community Development Department - Office of Grants Administration.

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

Section One: Ordinance Number 2019- 23 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2020) is further hereby amended by inserting the following line item and amount presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2019-23 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2019-23.

Section Three: This Ordinance shall be in full force and effect upon its passage and approval and publication as required by law.

PASSED this 10th day of June 2019.

APPROVED this ____ day of June 2019.

CITY OF BLOOMINGTON:

ATTEST:

Tari Renner, Mayor

Leslie Yocum, City Clerk

FY 2020 Budget Amendment-Exhibit

Account #	Fund	Account Description	Amount	Comments
22502520-53110-56000	IHDA	Federal Grants	\$ (73,000.00)	
22502520-70651-56000	IHDA	Demolition	\$ 50,000.00	
22502520-70690-56000	IHDA	Other Purchased Services	\$ 23,000.00	
Net Transaction:			\$ -	

May 24, 2019

City of Bloomington
109 E. Olive Street
Bloomington, Illinois 61701
Attention: The Honorable Tari Renner

Re: Conditional Commitment Letter (this “Letter”)
Abandoned Residential Property Municipal Relief Program – Round 4

APP - 51581

Dear Mayor Renner:

The Illinois Housing Development Authority (the “Authority”) is the program administrator of the Abandoned Residential Property Municipal Relief Program (the “Program”), as that Program is authorized by Section 7.31 of the Illinois Housing Development Act, 20 ILCS 3805/1 et seq. (the “Act”), and the rules promulgated under the Act codified at 47 Ill. Adm. Code 381, as may be amended from time to time (the “Rules”), a copy of such Rules is attached to this Letter as **Exhibit A** and made a part hereof. All capitalized terms used in this Letter and not otherwise defined shall have the meanings established in the Act or the Rules.

City of Bloomington, an Illinois unit of local government (“Recipient”), has applied to the Authority for, and the Authority agrees to make funds available in the maximum amount of Seventy-Three Thousand and 00/100 Dollars (\$73,000.00) (the “Funds”), to assist with the maintenance and demolition of Abandoned Residential Property (as defined in the Rules) (the “Project”) within the Recipient’s area under the Program from funds appropriated under Section 7.31 of the Act. The Funds shall be subject to the contingencies, terms and conditions set forth in this Letter.

- A. **CONTINGENCIES**: The Authority’s performance of its obligations under this Letter, dated as of the date set forth above, is contingent upon the following:
1. The Authority’s obligations hereunder shall cease immediately, without penalty, if: (a) the Illinois General Assembly fails to make an appropriation sufficient to pay such obligations; (b) adequate funds are not appropriated or funded to the Authority by the Illinois General Assembly to allow the Authority to fulfill its obligations under this Letter; or (c) funds appropriated are de-appropriated or not allocated, or if funds needed by the Authority, at the Authority’s sole discretion, are insufficient. The Authority shall give the Recipient notice of insufficient funding as soon as practicable. The Recipient’s obligation to perform shall cease upon receipt of the notice.

2. The Authority's performance of its obligations under this Letter, dated as of the date set forth above, is also contingent upon:
 - a. Evidence satisfactory to the Authority that Recipient is able to comply with its duties under the Act; and
 - b. Recipient's delivery, subject to the Authority's review and approval in its sole and absolute discretion, of all required due diligence and documentation; and
 - c. Recipient's completion or satisfaction of each and all of the terms and conditions listed in this Letter and any other terms and conditions imposed by the Authority.
3. The Authority's performance under this Letter is also contingent upon (i) its determination, in its sole discretion, on the Closing Date, as defined in Paragraph C.2 hereof that the Recipient, its constituent or related entities, or other related individuals, is not in default under the terms of any other loan or grant made by the Authority under any Authority program, or has not been in default under the terms of any other loan or grant made by the Authority under any Authority program and failed to cure that default.

B. GENERAL CONDITIONS: This Letter and the Funds shall be subject to the terms and conditions of the Act, the Rules, and the policies and procedures now or hereafter adopted by the Authority pursuant to the Act, all as amended from time to time.

C. TERMS AND CONDITIONS OF THE FUNDS: The Funds shall be subject to the following terms and conditions:

1. Funds Amount. The Funds shall be in an amount not to exceed Seventy-Three Thousand and 00/100 Dollars (\$73,000.00).
2. Closing Date. The closing shall occur at such time as (i) the Authority has received, reviewed and approved, as to both form and substance, all due diligence and documentation; and (ii) Recipient has satisfied all of the requirements set forth in this Letter, as determined in the Authority's sole discretion (the "Closing Date"). Unless otherwise agreed in writing by the parties, the Closing Date shall be no later than August 2, 2019 (the "Outside Closing Date"). If the closing of the Funds does not occur on or before the Outside Closing Date, at the Authority's election, this Letter shall terminate and shall not be extended. No undisbursed Funds shall be available after the earlier of (i) two (2) years after the Closing Date and (ii) such other date as the Authority may determine.
3. Purpose of Funds. Recipient shall enter into a Funding Agreement (the "Funding Agreement") with the Authority setting forth the terms and conditions governing the disbursement and use of the Funds. The Funding Agreement shall contain

provisions including, but not limited to: (a) that the Recipient shall use the proceeds of the Funds for Eligible Uses (as defined in the Rules); and (b) recapture of the proceeds of the Funds in the event that the Recipient has not performed its obligations under the Act and the Rules or if there exists a default under the Funding Agreement.

4. First Disbursement Date. The first disbursement of Funds is expected to be approximately three (3) months after the Closing Date. The expected project completion date is approximately two (2) years from the Closing Date.
5. Fund Documents. Prior to the Closing Date, Recipient shall deliver to the Authority two (2) original copies of the Funding Agreement, executed in the manner indicated therein, and such other documents as the Authority may reasonably require, in its sole discretion (this Letter, the Funding Agreement, and such other documents are collectively referred to in this Letter as the “Fund Documents”).
6. Other Showings. **On or before July 19, 2019, Recipient shall, at its sole cost and expense, deliver to the Authority the following documents, in form and substance satisfactory to the Authority:**
 - a. Resolution or ordinance of the Recipient, certified by the clerk or other authorized municipal official acceptable to the Authority, within thirty (30) days of the Closing Date, authorizing the Project and the execution of the Funding Agreement and any other documents in connection with the Project;
 - b. Certificate of Incumbency of the Recipient indicating those officers and/or officials who are authorized to execute and deliver the Funding Agreement and any other documents in connection with the Project, with specimen signatures of those officers and/or officials, certified by an authorized officer or official of the Recipient, as of a date within thirty (30) days prior to the Closing Date;
 - c. A Taxpayer Identification Number Certification in the form attached hereto as **Exhibit B**;
 - d. Drug-Free Workplace Certificate in form attached to this Letter as **Exhibit C**; and
 - e. Any and all other documents and showings requested by the Authority or its counsel, in their sole discretion.

7. Assignment. This Letter is not assignable by Recipient, in whole or in part, without the prior written approval of the Authority, which may be withheld or conditioned in the Authority's sole discretion.
8. Termination. If the closing of the Funds does not take place on or before the Outside Closing Date, this Letter shall, at the Authority's election, immediately terminate and be of no further force and effect.
9. No Personal Liability. No member, officer, agent or employee of the Authority or their successors and assigns, shall be liable personally concerning any matters arising out of or in relation to the undertakings or obligations set forth in this Letter.
10. Indemnification of the Authority. Recipient agrees to defend and indemnify and hold harmless the Authority from and against any and all damages, including, but not limited to, any past, present or future claims, actions, causes of action, suits, demands, liens, debts, judgments, losses, costs, liabilities and other expenses, including, but not limited to, reasonable attorneys' fees, costs, disbursements, and other expenses, that the Authority may incur or suffer by reason of or in connection with the Project, including without limitation the execution of the Fund Documents and the provision of the Funds. Recipient further agrees that the Authority, if it so chooses, shall have the right to select its own counsel with respect to any such claims. The obligations of Recipient under this Paragraph 10 shall survive the provision of the Funds.
11. Time for Acceptance. The terms and conditions of this Letter shall not become effective unless Recipient accepts it by executing two (2) originals of this Letter in the space provided below and returning two (2) executed originals to Rebecca Janovsky, c/o the Illinois Housing Development Authority, 111 East Wacker Drive, Suite 1000, Chicago, Illinois 60601, within sufficient time so that the Letter is received by June 7, 2019. **If not received by June 7, 2019, this Letter shall be void and the Recipient, at the Authority's discretion, may be ineligible to receive the Funds.**
12. Publicity. The Authority reserves the right to publicize the issuance of this Letter and the provision of the Funds. Recipient shall notify the Authority immediately of any proposed formal publicity in connection with the Program that is arranged or promoted by Recipient or any other party participating in the Program. Formal publicity includes, but is not limited to, participation in news conferences and media events. The Authority shall have the right to approve the dates of any formal publicity events and the content of any media releases for such events. Recipient shall prominently display the Authority's name and logo and a statement that financing for the Program has been provided by the Authority on a sign or other form of announcement. The use of the Authority's name in any other signage, advertising or in any other manner is subject to the Authority's prior written consent.

13. Survival of Obligations. Recipient's obligations as set forth in this Letter shall survive the Closing Date and Recipient shall continue to cooperate with the Authority and furnish any documents, exhibits or showings required. In the event of a conflict between this Letter and the Funding Agreement, the Authority shall determine which document shall control.

14. Notices. Any notice, demand, request or other communication which any party may desire or may be required to give to any other party under this Letter shall be given in writing, at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified United States mail, postage prepaid, return receipt requested.

If to Recipient:

City of Bloomington
109 E. Olive Street
Bloomington, Illinois 61701
Attention: The Honorable Tari Renner

If to Authority:

Illinois Housing Development Authority
111 East Wacker Drive, Suite 1000
Chicago, Illinois 60601
Attention: Legal Department

Such addresses may be changed by notice to the other party given in the same manner as provided in this Letter. Any notice, demand, request or other communication sent pursuant to subsection (a) shall be served and effective upon such personal service. Any notice, demand, request or other communication sent pursuant to subsection (b) shall be served and effective one (1) business day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subsection (c) shall be served and effective three (3) business days after proper deposit with the United States Postal Service.

15. Counterparts. This Letter may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Letter must be produced or exhibited, be the Letter, but all such counterparts shall constitute one and the same instrument.

REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW

Very truly yours,

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By: _____
Name: _____
Its: _____

Accepted by Recipient this
_____ day of _____, 2019

CITY OF BLOOMINGTON,
an Illinois unit of local government

By: _____
Name: _____
Its: _____

EXHIBITS

EXHIBIT A: PROGRAM RULES

EXHIBIT B: TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

EXHIBIT C: DRUG FEE WORK PLACE CERTIFICATE

EXHIBIT A
PROGRAM RULES

(attached)

EXHIBIT B

TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Name (Printed): _____

Taxpayer Identification Number:

Social Security Number _____
or
Employer Identification Number _____

Legal Status (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Estate or Trust |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy (non-corporate) |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Pharmacy/Funeral Home/ Cemetery (Corp.) |
| <input type="checkbox"/> Corporation <i>NOT</i> providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| | <input type="checkbox"/> D = disregarded entity |
| | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |
| <input type="checkbox"/> Other: _____ | |

Recipient Signature

Date

EXHIBIT C

DRUG FREE WORK PLACE CERTIFICATE

STATE OF ILLINOIS

This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the 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 the contract or grant and debarment from contracting or grant opportunities with the State for at least one (1) year but not 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 the issuing of 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.

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; and
 - (3) Notifying the employees 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 programs;
and

(4) the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by paragraph (a) hereof to each employee engaged in the performance of the contract or grant and posting the statement in a prominent place in the workplace.

(d) Notifying the contracting or granting agency within ten (10) days after receiving notice under subparagraph (3) of paragraph (a) hereof 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, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

(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.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

CITY OF BLOOMINGTON,
an Illinois unit of local government

By: _____

Name: _____

Title: _____



CONSENT AGENDA ITEM NO. 7G

FOR COUNCIL: June 10, 2019

SPONSORING DEPARTMENT: City Clerk

SUBJECT: Consideration and action on an Ordinance Suspending Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code Prohibiting Alcohol on Public Property at the Davis Lodge on June 22, 2019, to allow moderate consumption of alcohol, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

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

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

BACKGROUND: On May 14, 2019, Bloomington Liquor Commissioner, Tari Renner, called a hearing before the Bloomington Liquor Commission to hear a request from Brittney Glendenning and Zachary Castleman to allow moderate consumption of alcohol on June 22, 2019, for their wedding reception to be held at Davis Lodge.

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

Staff present: George Boyle, Asst. Corporation Counsel; Asst. Police Chief Dan Donath; and Leslie Yocum, City Clerk.

Zachary Castleman, the groom, addressed the Commission. He told the Commission that approximately 120 guests are anticipated to attend the event which would be catered by The Alley Bar and Grill from El Paso, IL. He confirmed that only wine and beer would be served and that the event would be held from 4:00 PM to 10:00 PM.

Commissioner Powell made a motion, seconded by Commissioner Jordan, to recommend the City Council approve the request made by Brittney Glendenning and Zachary Castleman including suspension of the appropriate ordinances to allow moderate consumption of alcohol on June 22, 2019, for their wedding reception to be held at Davis Lodge.

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

Ayes: Commissioners Powel, Jordan and Renner.

Nays: None.

Motion carried.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the May 14, 2019 Liquor Commission meeting was placed on the City's website.

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Amanda Mohan, Records & Licensing Specialist

Reviewed By: Leslie Yocum, City Clerk

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager

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

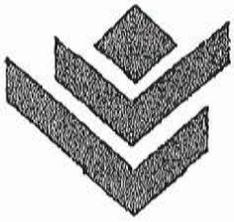
Recommended by:



Tim Gleason
City Manager

Attachments:

- CLK 1B Beer-Wine Application G&C Wedding
- CLK 1C Ordinance 2019 - 43 G&C Wedding



CITY OF Bloomington ILLINOIS

REQUEST FOR BEER/WINE AT A CITY OWNED PROPERTY

My event will be held at (Please Check One) Miller Park Pavilion Davis Lodge

APPLICANT INFORMATION

Name(s) of applicants (Specify how they are related to the event):

Brittney Glendenning - Bride
Zachary Castleman - Groom

Applicant Contact Information:

Phone Number: 309 [REDACTED] Email Address: [REDACTED]@gmail.com
Address: [REDACTED]
City: El Paso State: IL Zip Code: 61738

CATERER INFORMATION

Name of Caterer: The Alley Contact Number: 309 232 2473
Address: 133 W Front St
City: El Paso State: IL Zip Code: 61738

EVENT INFORMATION

Type of Event: Wedding
Date/Time of Event: June 22nd, 2019 @ 4:00pm
Number of Attendees: 170

Have you secured a date with the venue checked above? YES NO

If yes, please provide a copy of the contract and receipt you were given.

[REDACTED]
Applicant Signature

May 1st, 2019
Date

Please email the completed form to cityclerk@cityblm.org, fax to 309-434-2628, or mail to: City Clerk,
109 E Olive St, Bloomington, IL 61701





Water Department
603 W. Division Street
Bloomington, IL 61701
Phone: 309-434-2426
Fax: 309-434-2833

Davis Lodge Receipt for Payment



Name and/or Organization

City of Bloomington
Water Administration - Division Street
109 East Olive Street
Bloomington, IL 61701
309 - 434 - 2426
Welcome

Reserving Lodge: Brittney Glendenning

Event Date: 6/22/19

Event Type: Wedding

118390-0001 Tara G. 12/27/2018 11:20AM

MISCELLANEOUS

Description: WATER DAVIS
LODGE RENTAL

FEES/DEPOSITS (WA0021)

Reference 1: 06-22-2019

2019 Item: WA0021

1 @ 500.00

500.00

Payment Id: 405417

500.00

Subtotal

500.00

Total

500.00

CREDIT CARD

500.00

Change due

0.00

Paid by: Glendenning

Comments: Davis Lodge 6-22-2019 Deposit
Fee

Signature: _____

Thank you for your payment.

CUSTOMER COPY

Have a nice, safe time. Thank y

FOR THE CITY OF BLOOMINGTON, ILLINOIS
CITY OF BLOOMINGTON, ILLINOIS



City of Bloomington
Water Administration - Division Street
109 East Olive Street
Bloomington, IL 61701
309 - 434 - 2426
Welcome

119230-0020 Tara G. 03/12/2019 03:37PM

MISCELLANEOUS

Description: WATER DAVIS
LODGE RENTAL
FEES/DEPOSITS (WA0021)
Reference 1: 6-22-19
2019 Item: WA0021
1 @ 400.00
Payment Id: 419667

400.00

400.00

Subtotal 400.00
Total 400.00

CREDIT CARD 400.00

Change due 0.00

Paid by: Glendenning

Comments: Lodge Rental Fee
6-22-2019

Signature: _____

Thank you for your payment.

CUSTOMER COPY
DUPLICATE RECEIPT



Water Department
603 W. Division Street
Bloomington, IL 61701
Phone: 309-434-2426
Fax: 309-434-2833

OTHER STRUCTURE AGREEMENT FOR DAVIS LODGE

- 1) Tents and other structures are only allowed in the two designated locations. These locations are on the porch that faces Lake Bloomington and next to the fire pit on the Northeast lot.
- 2) No vehicles will be allowed anywhere off of the paved surface.
- 3) Tents and other structures must be removed by 12:00 am MIDNIGHT of the day of the rental. Any tents or other structures remaining will not be saved and the City of Bloomington and the City of Bloomington Water Department will not be responsible.
- 4) An additional security deposit of \$250.00 is required for rentals that utilize tents or other structures not provided by the City of Bloomington.
- 5) If tents and other structures are not removed the day of the rental, the \$250.00 security deposit will be forfeited.
- 6) These rules and regulations shall not supersede any other rule or regulation for the Davis Lodge.
- 7) Please view the attached photograph of Davis Lodge to understand where tents and structures are allowed to be erected.

The undersigned, in consideration of the permission granted by the City of Bloomington to use the Davis Lodge at Lake Bloomington, does hereby agree to indemnify and hold harmless the City of Bloomington, its officers, agents and employees from and against any and all claims, damages, losses, and expenses arising out of the use by the undersigned and guests of Davis Lodge on the dates for which permission has been granted by the City.

Signature _____

Date: 12/27/18

Have a nice, safe time. Thank you for your Cooperation
FAILURE TO COMPLY WITH THESE. ANY STATE LAW, CITY ORDINANCE OR OTHER REGULATION
COULD RESULT IN LOSS OF DEPOSIT, REMOVAL FROM PREMISES AND/OR PROSECUTION BY LAW



Water Department
603 W. Division Street
Bloomington, IL 61701
Phone: 309-434-2426
Fax: 309-434-2833

RULES FOR RENTING DAVIS LODGE

- 1) No early set ups ahead unless that day is rented and paid for.
- 2) **NO ALCOHOLIC BEVERAGES** unless approved by the Bloomington Liquor Commission and City Council.
Contact City Clerk office @ (309) 434-2240
- 3) Outdoor fires allowed only in fire pit and on non-windy days.
- 4) No swimming or wading is allowed in Lake Bloomington.
- 5) No smoking allowed inside Davis Lodges.
- 6) Quiet Hour: 10:00 pm and beyond.
- 7) Check in time: 8:00 am. Check out time: 12:00 Midnight. **MUST BE OUT BY MIDNIGHT**
- 8) No pets allowed in Davis Lodge.
- 9) No glitter/confetti or nails, thumb tacks, tape, staples or other holes in the walls, fans, woodwork or furniture.
Hooks have been installed along the doors, windows and at various locations on the walls for your convenience in decorating the Davis Lodge.

YOU ARE RESPONSIBLE FOR CLEANING UP

BEFORE LEAVING, THE FOLLOWING SHOULD BE DONE:

- 1) Wipe off tables and chairs.
- 2) Leave tables and chairs set up.
- 3) Floors must be swept.
- 4) Any spills must be wiped up.
- 5) Garbage should be removed to dumpster (North of Building).
- 6) Brooms & Mops available. Extra Garbage Liners in bottom of cans.
- 7) All traces of signs and decorations must be removed.
- 8) All doors and windows must be closed.
- 9) Any extra equipment (tables, chairs, tents, arches, etc.) must be removed the same day as rental. The City of Bloomington is not responsible for items left past check out time of rental.

Maintenance or Cleaning Questions or Related Problems

Work Hours (Monday through Friday 7:00 am - 3:00 pm)

Phone: (309) 434-2163

After Hours

Phone: (309) 434-2151 - Water Treatment Plant at Lake Bloomington
(309) 820-8888 (Non-emergency police dispatch)

Police Emergencies: County 911

The undersigned, in consideration of the permission granted by the City of Bloomington to use the Davis Lodge at Lake Bloomington, does hereby agree to indemnify and hold harmless the City of Bloomington, its officers, agents and employees from and against any and all claims, damages, losses, and expenses arising out of the use by the undersigned and guests of Davis Lodge on the dates for which permission has been granted by the City.

Signature required

Date: 12/27/18

Have a nice, safe time. Thank you for your Cooperation

FAILURE TO COMPLY WITH THESE, ANY STATE LAW, CITY ORDINANCE OR OTHER REGULATION
COULD RESULT IN LOSS OF DEPOSIT, REMOVAL FROM PREMISES AND/OR PROSECUTION BY LAW



Water Department
603 W. Division Street
Bloomington, IL 61701
Phone: 309-434-2426
Fax: 309-434-2833

Dear Event Coordinator:

The City has restrictions regarding alcohol consumption at a City facility and in a City park. This includes the Miller Park Pavilion and Lake Bloomington Davis Lodge. The restrictions include that the event must be catered, i.e. no cash bar, and alcohol is limited to beer and wine only. Individuals are not allowed to provide or serve their own alcohol.

Anyone wishing to consume alcohol at a City facility must make that request in writing to the City Clerk's office. This request should be submitted 45 days in advance of the event.

The request must include the following information:

- Date and time of event
- Location of event
- If the event location has been reserved
- Bride and groom names, phone numbers and email addresses
- Contact information for any other individual representing the organizers
- Number of guests expected
- Name of catering business that has been selected.

The request will be presented to the Liquor Commission at their meeting which is held on the second Tuesday of each month at 4:00 p.m. in the Council chambers. A representative of the organizer must be present at this meeting.

If the Commission approves the request, it will then be scheduled for the next possible Council meeting. Under City ordinance, the Council must pass an ordinance which suspends the City Code to allow alcohol consumption for a specific day and time period.

If the event is approved by Council, the City Clerk will contact the licensed caterer to arrange for the proper license to be issued.

If you have any questions and/or require any additional information, please contact me at 309/434 - 2240. Thank you.

Sincerely,

City Clerk

DATED this 27 day of 12, 20 18.

Have a nice, safe time. Thank you for your Cooperation
FAILURE TO COMPLY WITH THESE, ANY STATE LAW, CITY ORDINANCE OR OTHER REGULATION
COULD RESULT IN LOSS OF DEPOSIT, REMOVAL FROM PREMISES AND/OR PROSECUTION BY LAW



Water Department
603 W. Division Street
Bloomington, IL 61701
Phone: 309-434-2426
Fax: 309-434-2833

RELEASE AND HOLD HARMLESS AGREEMENT

March 15, 2017

The undersigned, in consideration of the permission granted by the City of Bloomington to use the Davis Lodge at Lake Bloomington, does hereby agree to indemnify and hold harmless the City of Bloomington, its officers, agents and employees from and against any and all claims, damages, losses, and expenses arising out of the use by the undersigned and guests of the undersigned of Davis Lodge on the dates for which permission has been granted by the City.

DATED this 27 day of 12-2018

RENTAL DATE (S): 06/22/18

Signature Required

Mailing Address

El Paso, IL 61738

Have a nice, safe time. Thank you for your Cooperation

FAILURE TO COMPLY WITH THESE, ANY STATE LAW, CITY ORDINANCE OR OTHER REGULATION
COULD RESULT IN LOSS OF DEPOSIT, REMOVAL FROM PREMISES AND/OR PROSECUTION BY LAW

ORDINANCE NO. 2019 - 43

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING RECEPTION ON JUNE 22, 2019 AT DAVIS LODGE AT LAKE BLOOMINGTON

WHEREAS, Brittney Glendenning and Zachary Castleman desire to allow moderate consumption of alcohol on June 22, 2019, for their wedding reception to be held at Davis Lodge at Lake Bloomington from 4:00 PM to 10:00 PM; and

WHEREAS, Brittney Glendenning and Zachary Castleman have requested permission from the City to serve beer and wine during this event; and

WHEREAS, in order to legally possess alcohol in a City park, Sections 701(a), (b) and (c) of Chapter 31 of the Bloomington City Code, which prohibits the drinking, selling and possessing of alcoholic beverages within the City parks and Section 26(d) of Chapter 6 of the Bloomington City Code, which prohibits possession of open alcohol on public property must be suspended:

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

Section 1: Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended as those ordinances pertain to the Davis Lodge at Lake Bloomington, on June 22, 2019 from 4:00 PM to 10:00 PM.

Section 2: Except for the date, location and times set forth in Section 1 of this Ordinance, Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, shall remain in full force and effect. Nothing in this Ordinance shall be interpreted as repealing said Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code.

Section 3: This Ordinance shall be effective on the date of its passage and approval.

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

PASSED this 10th day of June 2019.

APPROVED this ____ day of June 2019.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, City Clerk



CONSENT AGENDA ITEM NO. 7H

FOR COUNCIL: June 10, 2019

SPONSORING DEPARTMENT: City Clerk

SUBJECT: Consideration and action on an Ordinance Suspending Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code Prohibiting Alcohol on Public Property as Pertains to the Davis Lodge on July 20, 2019 to allow moderate consumption of alcohol, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

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

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

BACKGROUND: On May 14, 2019, Bloomington Liquor Commissioner, Tari Renner, called a hearing before the Bloomington Liquor Commission to hear a request from Stephani Hieronymus and Donny Braun to allow moderate consumption of alcohol on July 20, 2019, for their wedding reception to be held at Davis Lodge.

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

Staff present: George Boyle, Asst. Corporation Counsel; Asst. Police Chief Dan Donath; and Leslie Yocum, City Clerk.

Stephani Hieronymus, bride-to-be, addressed the Commission. She told the Commission that approximately 90 guests are anticipated to attend the event which would be catered by Redbird Catering. She confirmed that only wine and beer would be served and that the event would be held from 4:00 PM to 9:00 PM.

Commissioner Powell made a motion, seconded by Commissioner Jordan, to recommend the City Council approve the request made by Stephani Hieronymus and Donny Braun, including suspension of the appropriate ordinances to allow moderate consumption of alcohol on July 20, 2019, for their wedding reception to be held at Davis Lodge.

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

Ayes: Commissioners Powell, Jordan and Renner.

Nays: None.

Motion carried.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the May 14, 2019 Liquor Commission meeting was placed on the City's website.

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Amanda Mohan, Records & Licensing Specialist

Reviewed By: Leslie Yocum, City Clerk

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager

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

Recommended by:



Tim Gleason
City Manager

Attachments:

- CLK 2B Beer-Wine Application H&B Wedding
- CLK 2C Ordinance 2019-45 H&B Wedding



CITY OF Bloomington ILLINOIS

REQUEST FOR BEER/WINE AT A CITY OWNED PROPERTY

My event will be held at (Please Check One) Miller Park Pavilion Davis Lodge

APPLICANT INFORMATION

Name(s) of applicants (Specify how they are related to the event):

Stephani Hieronymus _____ Bride _____
Donny Braun _____ Groom _____

Applicant Contact Information:

Phone Number: _____ Email Address: _____@gmail.com

Address: _____

City: Bloomington State: IL Zip Code: 61705

CATERER INFORMATION

Name of Caterer: Redbird Catering Contact Number: _____

Address: 1507 N Main

City: Bloomington State: IL Zip Code: 61701

EVENT INFORMATION

Type of Event: Wedding

Date/Time of Event: 7/20/2019 @ 4pm

Number of Attendees: 80-100

Have you secured a date with the venue checked above? YES NO

If yes, please provide a copy of the contract and receipt you were given.

Applicant Signature

3/24/19
Date

Please email the completed form to cityclerk@cityblm.org, fax to 309-434-2628, or mail to: City Clerk, 109 E Olive St, Bloomington, IL 61701

OFFICE USE ONLY

Liquor Commission Date: _____

➤ Date Approved for Council: _____

City Council Meeting Date: _____

➤ Date Council Approved: _____

➤ Ordinance Number: _____

Confirmed Reservation and Deposit with Event Location: YES NO

Caterer has a Current City of Bloomington License: YES NO

Water/Parks Departments have been notified: YES NO

Date Received: _____ **Staff Initials:** _____



Water Department
603 W. Division Street
Bloomington, IL 61701
Phone: 309-434-2426
Fax: 309-434-2833

Reservation Letter

May 2, 2018

Dear Stephani Hieronymus,

Thank you for choosing Davis Lodge at Lake Bloomington for your upcoming event. Per your request, we will hold July 20, 2019 for 2 weeks without a deposit after this time the date will be released.

Rental fees for the Lodge are as follows:

Regular Rate - \$400.00 per day with a \$500.00 Damage/Cleanup Deposit per event
Tent and other structure Deposit - \$250.00 per event

50% Discount on rental rated for Monday, Tuesday and Wednesday rentals (Non-Profit Organizations are not eligible for the 50% discount) with a \$500.00 Damage/Cleanup Deposit per event

Please send in your deposit immediately this will hold your reservation. Also return a signed attached "Release and Hold Harmless Agreement." We accept Credit cards (Discover, Visa, and Master Card) or Checks made payable to the City of Bloomington. Please mail your payment to Water Dept. - Lake Division, 603 W. Division St., Bloomington, IL 61701.

The rental times are 8:00 am - 12:00 am. The Lodge doors will be unlocked when you arrive.

Your Security deposit will be reimbursed if the Lodge is not damaged and it is left neat and clean (See enclosed list of rules). Cancellation Policy: Security deposits are only refundable if cancellations are made 60 days prior the reservation date. The security deposit refund can take 6-8 weeks to receive via mail after the date of the event.

If you have questions or will not be keeping your reservation, please call (309)434-2303. If it is an urgent matter, please contact Water Department-Office Manager @ (309)434-2645.

We wish you a happy, safe experience at Davis Lodge.

Respectfully,

Jessica Carroll
For: Bob Yehl
Director of Water Department
Email: jcarroll@cityblm.org

Signature: _____

Date: 5-2-2018

Have a nice, safe time. Thank you for your Cooperation
FAILURE TO COMPLY WITH THESE, ANY STATE LAW, CITY ORDINANCE OR OTHER REGULATION
COULD RESULT IN LOSS OF DEPOSIT, REMOVAL FROM PREMISES AND/OR PROSECUTION BY LAW



City of Bloomington
Water Administration - Division Street
109 East Olive Street
Bloomington, IL 61701
309 - 434 - 2426
Welcome

115788-0006 Tara G. 05/02/2018 01:41PM

MISCELLANEOUS

Description: WATER DAVIS

LODGE RENTAL

FEES/DEPOSITS (WA0021)

Reference 1: 7/20/19

2019 Item: WA0021

1 @ 900.00 900.00

Payment Id: 362603

900.00

Subtotal 900.00

Total 900.00

CHECK 900.00

Check Number [REDACTED]

Change due 0.00

Paid by: Hieronymus

Comments: Lodge deposit/rental fees
07/20/2019

STEFANO A. HIERONYMUS
10644 Olive Cr
Bloomington, IL 61710
5-2-2018
City of Bloomington \$900.00
nine hundred dollars and 00/100
REGIONS
for Davis Lodge Rental Hieronymus

Thank you for your payment,

CUSTOMER COPY

ORDINANCE NO. 2019 - 45

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING RECEPTION ON JULY 20, 2019 AT DAVIS LODGE AT LAKE BLOOMINGTON

WHEREAS, Stephani Hieronymus and Donny Braun desire to allow moderate consumption of alcohol on July 20, 2019, for their wedding reception to be held at Davis Lodge at Lake Bloomington from 4:00 PM to 9:00 PM; and

WHEREAS, Stephani Hieronymus and Donny Braun have requested permission from the City to serve beer and wine during this event; and

WHEREAS, in order to legally possess alcohol in a City Park, Sections 701(a), (b) and (c) of Chapter 31 of the Bloomington City Code, which prohibits the drinking, selling and possessing of alcoholic beverages within the City parks and Section 26(d) of Chapter 6 of the Bloomington City Code, which prohibits possession of open alcohol on public property must be suspended:

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

Section 1: Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended as those ordinances pertain to the Davis Lodge at Lake Bloomington, on July 20, 2019 from 4:00 PM to 9:00 PM.

Section 2: Except for the date, location and times set forth in Section 1 of this Ordinance, Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, shall remain in full force and effect. Nothing in this Ordinance shall be interpreted as repealing said Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code.

Section 3: This Ordinance shall be effective on the date of its passage and approval.

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

PASSED this 10th day of June 2019.

APPROVED this ____ day of June 2019.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, City Clerk



CONSENT AGENDA ITEM NO. 71

FOR COUNCIL: June 10, 2019

SPONSORING DEPARTMENT: City Clerk

SUBJECT: Consideration and action on an Ordinance Suspending Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code Prohibiting Alcohol on Public Property as Pertains to the Davis Lodge on August 17, 2019, to allow moderate consumption of alcohol, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

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

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

BACKGROUND: On May 14, 2019, Bloomington Liquor Commissioner, Tari Renner, called a hearing before the Bloomington Liquor Commission to hear a request from Lacey Steidl and Brian Fulks to allow moderate consumption of alcohol on August 17, 2019, for their wedding reception to be held at Davis Lodge.

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

Staff present: George Boyle, Asst. Corporation Counsel; Asst. Police Chief Dan Donath; and Leslie Yocum, City Clerk.

Kathy Fulks, bride-to-be's mother, addressed the Commission. She told the Commission that approximately 75 to 80 guests are anticipated to attend the event which would be catered by Nelson's Catering. She confirmed that only wine and beer would be served and that the event would be held from 4:00 PM to 9:30 PM.

Commissioner Powell made a motion, seconded by Commissioner Jordan, to recommend the City Council approve the request made by Lacey Steidl and Brian Fulks including suspension of the appropriate ordinances to allow moderate consumption of alcohol on August 17, 2019, for their wedding reception to be held at Davis Lodge.

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

Ayes: Commissioners Powell, Jordan and Renner.

Nays: None.

Motion carried.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the May 14, 2019 Liquor Commission meeting was placed on the City's website.

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Amanda Mohan, Records & Licensing Specialist

Reviewed By: Leslie Yocum, City Clerk

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager

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

Recommended by:



Tim Gleason
City Manager

Attachments:

- CLK 3B Beer-Wine Application S&F Wedding
- CLK 3C Ordinance 2019-44 S&F Wedding



CITY OF
Bloomington
ILLINOIS

**REQUEST FOR
BEER/WINE AT A
CITY OWNED
PROPERTY**

My event will be held at (Please Check One) Miller Park Pavilion Davis Lodge

APPLICANT INFORMATION

Name(s) of applicants (Specify how they are related to the event):

Lacey Steidl(Bride)
Brian Fulks(Groom)

Kathy Fulks(Mother of Groom)
Jeff Fulks(Father of Groom)

Applicant Contact Information:

Phone Number: 309- [REDACTED] Email Address: [REDACTED]@gmail.com

Address: [REDACTED]

City: Hudson State: Illinois Zip Code: 61748

CATERER INFORMATION

Name of Caterer: Nelson's Catering Contact Number: E04552

Address: 3005 Great Northern Road

City: Springfield State: Illinois Zip Code: 62711

EVENT INFORMATION

Type of Event: Wedding Ceremony and Reception

Date/Time of Event: Saturday, August 17, 2019 - 4:00 - 9:30 p.m.

Number of Attendees: 85

Have you secured a date with the venue checked above? YES NO

If yes, please provide a copy of the contract and receipt you were given.

[REDACTED]
Applicant Signature

March 10, 2019
Date

OFFICE USE ONLY

Liquor Commission Date: 05.14.19

➤ Date Approved for Council: _____

City Council Meeting Date: _____

➤ Date Council Approved: _____

➤ Ordinance Number: _____

Confirmed Reservation and Deposit with Event Location: YES NO

Caterer has a Current City of Bloomington License: YES NO

Water/Parks Departments have been notified: YES NO

Date Received: 3/14/19 Staff Initials: dm



Water Department
603 W. Division Street
Bloomington, IL 61701
2426
2833

Davis Lodge Receipt for Payment



City of Bloomington
Water Administration - Division Street
109 East Olive Street
Bloomington, IL 61701
309 - 434 - 2426
Welcome

Name and/or Organization

Reserving Lodge: Kathy Fulks

Event Date: 8/16/19-8/17/19

Event Type: Wedding

118626-0002 Tara G. 01/17/2019 12:55PM

MISCELLANEOUS
Description: WATER DAVIS
LODGE RENTAL
FEES/DEPOSITS (WA0021)
Reference 1: 8-16-19
2019 Item: WA0021
1 @ 1,300.00 1,300.00
Payment Id: 409756

1,300.00
Subtotal 1,300.00
Total 1,300.00

CREDIT CARD 1,300.00

Change due 0.00

Paid by: Fulks

Comments: Lodge Deposit/Rental Fee
8/16/19 - 8/17/19

Signature: _____

Thank you for your payment.

CUSTOMER COPY
DUPLICATE RECEIPT

Have a nice, safe time. Thank you _____
FAILURE TO COMPLY WITH THESE, ANY STATE LAW, CITY ORDINANCE OR OTHER REGULATION
COULD RESULT IN LOSS OF DEPOSIT. REMOVAL FROM PREMISES AND/OR PROSECUTION BY LAW



Water Department
603 W. Division Street
Bloomington, IL 61701
Phone: 309-434-2426
Fax: 309-434-2833

Reservation Letter

January 16, 2019

Dear Davis Lodge Renter,

Thank you for choosing Davis Lodge at Lake Bloomington for your upcoming event. Per your request, we will hold 8-16-19 & 8-17-19 for 2 weeks without a deposit after this time the date will be released.

Rental fees for the Lodge are as follows:

Regular Rate - \$400.00 per day with a \$500.00 Damage/Cleanup Deposit per event
Tent and other structure Deposit - \$250.00 per event

50% Discount on rental rated for Monday, Tuesday and Wednesday rentals (Non-Profit Organizations are not eligible for the 50% discount) with a \$500.00 Damage/Cleanup Deposit per event

Please send in your deposit immediately this will hold your reservation. **Also return a signed attached "Release and Hold Harmless Agreement."** We accept Credit cards (*Discover, Visa, and Master Card*) or Checks made payable to the *City of Bloomington*. Please mail your payment to **Water Dept. - Lake Division, 603 W. Division St., Bloomington, IL 61701.**

The rental times are 8:00 am - 12:00 am. The Lodge doors will be unlocked when you arrive.

Your Security deposit will be reimbursed if the Lodge is not damaged and it is left neat and clean (**See enclosed list of rules**). Cancellation Policy: Security deposits are only refundable if cancellations are made 60 days prior the reservation date. **The security deposit refund can take 6-8 weeks to receive via mail after the date of the event.**

If you have questions or will not be keeping your reservation, please call (309)434-2303. If it is an urgent matter, please contact Water Department-Office Manager @ (309)434-2645.

We wish you a happy, safe experience at Davis Lodge.

Respectfully,

Tara Gosnell
For: Brett Lueschen
Operations Manager Lake Division
Public Works Department
Email: davislodge@cityblm.org

Signature: _____

Date: January 16, 2019

Have a nice, safe time. Thank you for your Cooperation
FAILURE TO COMPLY WITH THESE, ANY STATE LAW, CITY ORDINANCE OR OTHER REGULATION
COULD RESULT IN LOSS OF DEPOSIT, REMOVAL FROM PREMISES AND/OR PROSECUTION BY LAW



Water Department
605 W. Division Street
Bloomington, IL 61701
Phone: 309-434-2426
Fax: 309-434-2833

RULES FOR RENTING DAVIS LODGE

- 1) No early set ups ahead unless that day is rented and paid for.
- 2) **NO ALCOHOLIC BEVERAGES** unless approved by the Bloomington Liquor Commission and City Council.
Contact City Clerk office @ (309) 434-2240
- 3) Outdoor fires allowed only in fire pit and on non-windy days.
- 4) No swimming or wading is allowed in Lake Bloomington.
- 5) No smoking allowed inside Davis Lodge.
- 6) Quiet Hour: 10:00 pm and beyond.
- 7) Check in time: 8:00 am. Check out time: 12:00 Midnight. **MUST BE OUT BY MIDNIGHT**
- 8) No pets allowed in Davis Lodge.
- 9) No glitter/confetti or nails, thumb tacks, tape, staples or other holes in the walls, fans, woodwork or furniture.
Hooks have been installed along the doors, windows and at various locations on the walls for your convenience in decorating the Davis Lodge.

YOU ARE RESPONSIBLE FOR CLEANING UP

BEFORE LEAVING, THE FOLLOWING SHOULD BE DONE:

- 1) Wipe off tables and chairs.
- 2) Leave tables and chairs set up.
- 3) Floors must be swept.
- 4) Any spills must be wiped up.
- 5) Garbage should be removed to dumpster (North of Building).
- 6) Brooms & Mops available. Extra Garbage Liners in bottom of cans.
- 7) All traces of signs and decorations must be removed.
- 8) All doors and windows must be closed.
- 9) Any extra equipment (tables, chairs, tents, arches, etc.) must be removed the same day as rental. The City of Bloomington is not responsible for items left past check out time of rental.

Maintenance or Cleaning Questions or Related Problems

Work Hours (Monday through Friday 7:00 am – 3:00 pm)

Phone: (309) 434-2163

After Hours

Phone: (309) 434-2151 – Water Treatment Plant at Lake Bloomington

(309) 820-8888 (Non-emergency police dispatch)

Police Emergencies: County 911

The undersigned, in consideration of the permission granted by the City of Bloomington to use the Davis Lodge at Lake Bloomington, does hereby agree to indemnify and hold harmless the City of Bloomington, its officers, agents and employees from and against any and all claims, damages, losses, and expenses arising out of the use by the undersigned and guests of Davis Lodge on the dates for which permission has been granted by the City.

Signature required: _____

Date: January 16, 2019

Have a nice, safe time. Thank you for your Cooperation

**FAILURE TO COMPLY WITH THESE, ANY STATE LAW, CITY ORDINANCE OR OTHER REGULATION
COULD RESULT IN LOSS OF DEPOSIT, REMOVAL FROM PREMISES AND/OR PROSECUTION BY LAW**



CITY OF
Bloomington
ILLINOIS

Water Department
603 W. Division Street
Bloomington, IL 61701
Phone: 309-434-2426
Fax: 309-434-2833

OTHER STRUCTURE AGREEMENT FOR DAVIS LODGE

- 1) Tents and other structures are only allowed in the two designated locations. These locations are on the porch that faces Lake Bloomington and next to the fire pit on the Northeast lot.
- 2) No vehicles will be allowed anywhere off of the paved surface.
- 3) Tents and other structures must be removed by 12:00 am MIDNIGHT of the day of the rental. Any tents or other structures remaining will not be saved and the City of Bloomington and the City of Bloomington Water Department will not be responsible.
- 4) An additional security deposit of \$250.00 is required for rentals that utilize tents or other structures not provided by the City of Bloomington.
- 5) If tents and other structures are not removed the day of the rental, the \$250.00 security deposit will be forfeited.
- 6) These rules and regulations shall not supersede any other rule or regulation for the Davis Lodge.
- 7) Please view the attached photograph of Davis Lodge to understand where tents and structures are allowed to be erected.

The undersigned, in consideration of the permission granted by the City of Bloomington to use the Davis Lodge at Lake Bloomington, does hereby agree to indemnify and hold harmless the City of Bloomington, its officers, agents and employees from and against any and all claims, damages, losses, and expenses arising out of the use by the undersigned and guests of Davis Lodge on the dates for which permission has been granted by the City.

Signature: _____

Date: January 16, 2019

Have a nice, safe time. Thank you for your Cooperation

FAILURE TO COMPLY WITH THESE, ANY STATE LAW, CITY ORDINANCE OR OTHER REGULATION
COULD RESULT IN LOSS OF DEPOSIT, REMOVAL FROM PREMISES AND/OR PROSECUTION BY LAW



Water Department
603 W. Division Street
Bloomington, IL 61701
Phone: 309-434-2426
Fax: 309-434-2833

Dear Event Coordinator:

The City has restrictions regarding alcohol consumption at a City facility and in a City park. This includes the Miller Park Pavilion and Lake Bloomington Davis Lodge. The restrictions include that the event must be catered, i.e. no cash bar, and alcohol is limited to beer and wine only. Individuals are not allowed to provide or serve their own alcohol.

Anyone wishing to consume alcohol at a City facility must make that request in writing to the City Clerk's office. This request should be submitted 45 days in advance of the event.

The request must include the following information:

- Date and time of event
- Location of event
- If the event location has been reserved
- Bride and groom names, phone numbers and email addresses
- Contact information for any other individual representing the organizers
- Number of guests expected
- Name of catering business that has been selected.

The request will be presented to the Liquor Commission at their meeting which is held on the second Tuesday of each month at 4:00 p.m. in the Council chambers. A representative of the organizer must be present at this meeting.

If the Commission approves the request, it will then be scheduled for the next possible Council meeting. Under City ordinance, the Council must pass an ordinance which suspends the City Code to allow alcohol consumption for a specific day and time period.

If the event is approved by Council, the City Clerk will contact the licensed caterer to arrange for the proper license to be issued.

If you have any questions and/or require any additional information, please contact me at 309/434 - 2240. Thank you.

Sincerely,

City Clerk

DATED this ____ day of January, 2019.

Have a nice, safe time. Thank you for your Cooperation
FAILURE TO COMPLY WITH THESE, ANY STATE LAW, CITY ORDINANCE OR OTHER REGULATION
COULD RESULT IN LOSS OF DEPOSIT, REMOVAL FROM PREMISES AND/OR PROSECUTION BY LAW



CITY OF
Bloomington
ILLINOIS

Water Department
603 W. Division Street
Bloomington, IL 61701
Phone: 309-434-2426
Fax: 309-434-2833

RELEASE AND HOLD HARMLESS AGREEMENT

The undersigned, in consideration of the permission granted by the City of Bloomington to use the Davis Lodge at Lake Bloomington, does hereby agree to indemnify and hold harmless the City of Bloomington, its officers, agents and employees from and against any and all claims, damages, losses, and expenses arising out of the use by the undersigned and guests of the undersigned of Davis Lodge on the dates for which permission has been granted by the City.

DATED this 16th day of January.

RENTAL DATE (S): 08-16-19 & 08-17-19

Signature Required [REDACTED]

Mailing Address: [REDACTED] Bloomington IL 61701

Have a nice, safe time. Thank you for your Cooperation

FAILURE TO COMPLY WITH THESE, ANY STATE LAW, CITY ORDINANCE OR OTHER REGULATION
COULD RESULT IN LOSS OF DEPOSIT, REMOVAL FROM PREMISES AND/OR PROSECUTION BY LAW

ORDINANCE NO. 2019 - 44

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING RECEPTION ON AUGUST 17, 2019, AT DAVIS LODGE AT LAKE BLOOMINGTON

WHEREAS, Lacey Steidl and Brian Fulks desire to allow moderate consumption of alcohol on August 17, 2019, for their wedding reception to be held at Davis Lodge at Lake Bloomington from 4:00 PM to 9:30 PM; and

WHEREAS, Lacey Steidl and Brian Fulks have requested permission from the City to serve beer and wine during this event; and

WHEREAS, in order to legally possess alcohol in a City Park, Sections 701(a), (b) and (c) of Chapter 31 of the Bloomington City Code, which prohibits the drinking, selling and possessing of alcoholic beverages within the City parks and Section 26(d) of Chapter 6 of the Bloomington City Code, which prohibits possession of open alcohol on public property must be suspended:

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

Section 1: Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended as those ordinances pertain to the Davis Lodge at Lake Bloomington, on August 17, 2019, from 4:00 PM to 9:30 PM.

Section 2: Except for the date, location and times set forth in Section 1 of this Ordinance, Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, shall remain in full force and effect. Nothing in this Ordinance shall be interpreted as repealing said Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code.

Section 3: This Ordinance shall be effective on the date of its passage and approval.

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

PASSED this 10th day of June 2019.

APPROVED this ____ day of June 2019.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, City Clerk



AGENDA ITEM NO. 7J

FOR COUNCIL: June 10, 2019

SPONSORING DEPARTMENT: City Clerk

SUBJECT: Consideration and action on an Ordinance Suspending Section 26(d) of Chapter 6 of the City Code of the Bloomington City Code Prohibiting Possession of Open Alcohol in Public for the Black Dirt Music Festival on Saturday, July 27, 2019, from 4:00 PM to 10:30 PM, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

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

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

BACKGROUND: The Bloomington Liquor Commission met on May 14, 2019, to consider a request from The Castle Theater for the suspension of Chapter 6 of the Bloomington City Code prohibiting possession of open alcohol in a public place for the Black Dirt Music Festival on Saturday, July 27, 2019, from 4:00 PM to 10:30 PM. The request being considered, if approved, would close the Government Center parking lot located on East Street between Front Street and Washington Street.

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

Staff present: George Boyle, Asst. Corporation Counsel; Asst. Police Chief Dan Donath; and Leslie Yocum, City Clerk.

Rory O'Connor, representative for The Castle Theater, testified before the Commission. This event's special event permit lists the event from 8:00 AM until 11:00 PM and the original request for liquor sales was listed as 6:30 PM until 10:30 PM. Mr. O'Connor requested an amendment to the liquor sales schedule. He asked that sales begin at 4:00 PM, as an increased number of bands are expected and the schedule has been bumped up. The Castle Theater has held previous festivals in Downtown Bloomington.

If approved, beer and wine will be sold by The Castle Theater via a secondary liquor license.

The area would be secured and Basset trained personnel would be checking Id's where alcohol would be served.

Assistant Chief Donath had no concerns with the festival as described or the time amendment.

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

Ayes: Commissioners Jordan, Powell and Renner.

Nays: None.

Motion carried.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The festival is a for profit event by a private entity being held on public property. The event organizer in FY 2019 had paid \$3,000 to the City for 3 events (\$1,000 per event) but wound up only holding 2 events. The \$1,000 thus is a credit from FY 2019 that will be applied in Economic Development-Other Miscellaneous Revenue account (10019170-57990) to pay for this event. Stakeholders can locate this in the FY 2020 Proposed Budget titled "Budget Overview & General Fund" beginning on page 246.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Amanda Mohan, Records & Licensing Specialist

Reviewed By: Leslie Yocum, City Clerk

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:

- CLK 4B Special Event Permit Castle
- CLK 4C Map Castle
- CLK 4D Castle Festival Ordinance 2019-46

EAST STREET

POTABLE TOILETS

1 FOOD TRUCKS

EMERGENCY EXIT

GATE

BUS

EMERGENCY EXIT

GATE

SOUND

STAGE

B
A
R

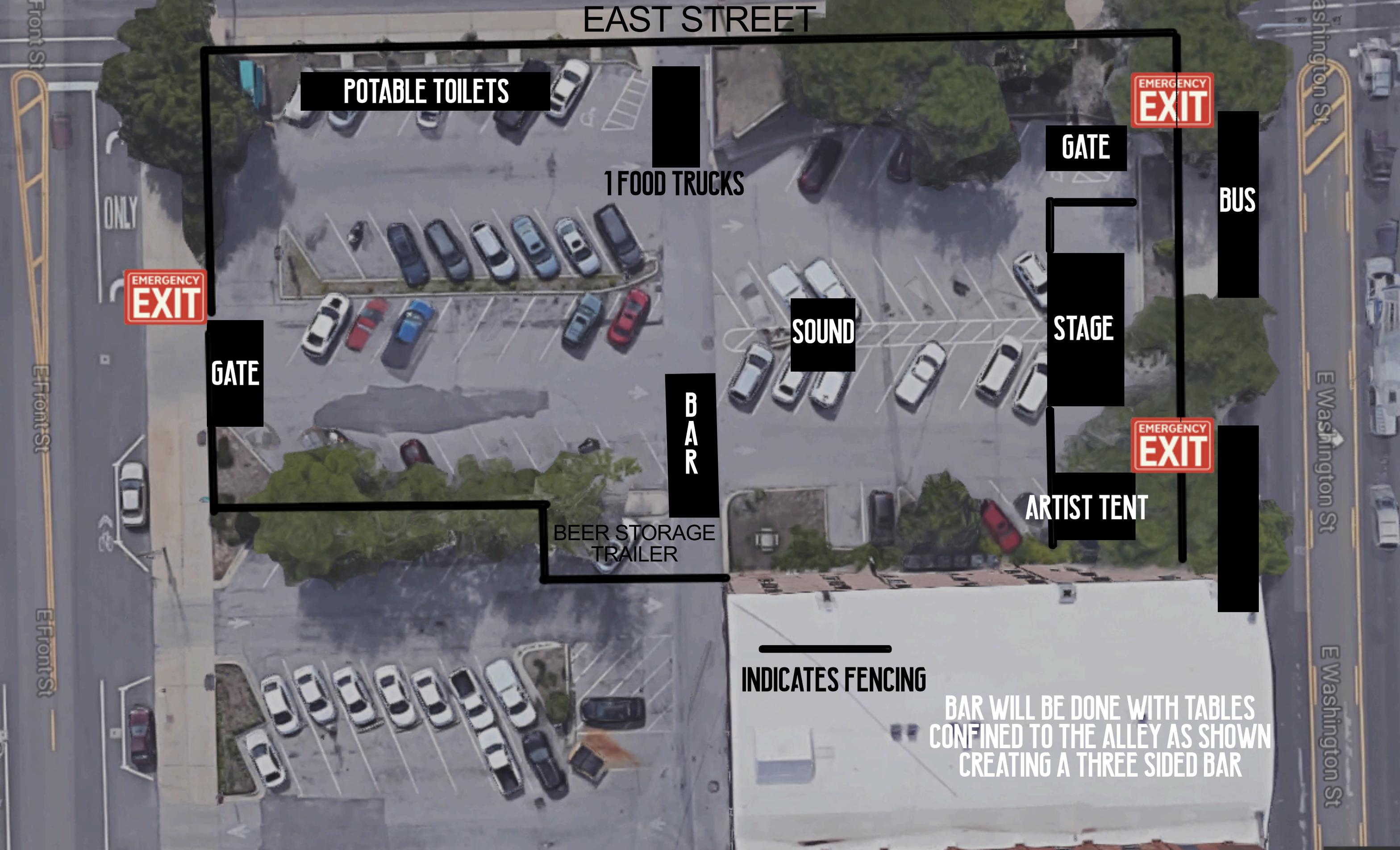
EMERGENCY EXIT

ARTIST TENT

BEER STORAGE TRAILER

INDICATES FENCING

BAR WILL BE DONE WITH TABLES
CONFINED TO THE ALLEY AS SHOWN
CREATING A THREE SIDED BAR





- Snow Fence by Petitioner
- Road Closed to Thru Traffic
- Barricade



ORDINANCE NO. 2019 - 46

AN ORDINANCE SUSPENDING SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR THE BLACK DIRT MUSIC FESTIVAL ON SATURDAY, JULY 27, 2019, FROM 4:00 PM TO 10:30 PM IN THE GOVERNMENT CENTER PARKING LOT, CORNER OF WASHINGTON ST. AND EAST ST.

WHEREAS, Castle Productions LLC, d/b/a The Castle Theater, desire to allow moderate consumption of alcohol on July 27, 2019, for the Black Dirt Music Festival from 4:00 PM to 10:30 PM in the Government Center parking lot, corner of Washington St. and East St.; and

WHEREAS, Castle Productions LLC, d/b/a The Castle Theater have requested permission from the City to serve beer and wine during this event; and

WHEREAS, in order to legally possess alcohol on public property, Section 26(d) of Chapter 6 of the Bloomington City Code, must be suspended during the time and at the location of the festival:

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

Section 1: Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, is suspended as that ordinance pertains to the Government Center parking lot, corner of Washington St. and East St., on July 27, 2019, from 4:00 PM to 10:30 PM.

Section 2: Except for the date, location and times set forth in Section 1 of this Ordinance, Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, shall remain in full force and effect. Nothing in this Ordinance shall be interpreted as repealing said Section 26(d) of Chapter 6 of the Bloomington City Code.

Section 3: This Ordinance shall be effective on the date of its passage and approval.

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

PASSED this 10th day of June 2019.

APPROVED this ____ day of June 2019.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, City Clerk



AGENDA ITEM NO. 7K

FOR COUNCIL: June 10, 2019

SPONSORING DEPARTMENT: City Clerk

SUBJECT: Consideration and action on an Ordinance Suspending Section 26(d) of Chapter 6 of the Bloomington City Code prohibiting alcohol in public for the Bloomington Normal Sunrise Rotary's Brats & Bags festival on Friday, August 2, 2019, from 4:00 PM to 10:00 PM in Downtown Bloomington on Jefferson Street between Main Street and Center Street and on Main Street between Jefferson Street and Washington Street; and on the request from the organization for a Class LB liquor license, which allows the sale of beer and wine by the glass for consumption on the premises on the date of the event, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Ordinance and request be approved.

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

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

BACKGROUND: The Bloomington Liquor Commission met on May 14, 2019, to consider the request by the Bloomington-Normal Sunrise Rotary, whose event would be held on August 2, 2019 in Downtown Bloomington on Jefferson St. between Main St. and Center St. and on Main St. between Jefferson St. and Washington St., requesting a Class LB liquor license, which allows the sale of beer and wine by the glass for consumption on the premises on the date of the event. The organization was also requesting suspension of that portion of the Bloomington City Code prohibiting possession of alcohol in public for the area in which the event would be held.

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

Staff present: George Boyle, Asst. Corporation Counsel; Asst. Police Chief Dan Donath; and Leslie Yocum, City Clerk.

Kristen Kubsch and Brian Shoemaker were present as representatives of the Bloomington-Normal Sunrise Rotary Club. Kristen Kubsch spoke on behalf of the event and reminded the Commission this would be the event's eleventh (11th) year, if approved. The event supports Midwest Food Bank, Boys and Girls Club, and other local rotary initiatives. It is a brat lunch from 11:00 AM to 1:00 PM with a bags tournament in the evening from 5:00 PM to approximately 9:30 PM, with beer and wine being served from 4:00 PM to approximately 10:00 PM.

Commissioner Jordan posed questions regarding how the perimeter would be monitored and how many entrances and exits were anticipated. Ms. Kubsch stated that additional volunteers were going to walk around the perimeter to ensure no one was coming in or out with alcohol.

There are no barriers for the perimeter but there would be an I.D. check station manned by BASSET trained staff and guests over 21 years old would receive wristbands. Only guests with wristbands and a beer/wine ticket would be served alcohol.

Catherine Dunlap, City of Bloomington representative who manages Special Event Permits, was asked to make comments on the event by Commissioner Renner. Ms. Dunlap explained the Bloomington Normal Sunrise Rotary Club had already addressed concerns brought up by the City's Special Event Permit Review Team.

Police and Legal had no concerns.

Commissioner Jordan made a motion, seconded by Commissioner Renner, to approve the item.

Ayes: Commissioners Jordan and Renner.

Nays: None.

Recuse: Commissioner Powell

Motion carried.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, on May 3, 2019, public notice was published in the Pantagraph. A total of sixteen (16) courtesy copies of the Public Notice were mailed to businesses adjacent to the event location. The Agenda for the May 14, 2019 meeting of the Liquor Commission was placed on the City's website.

FINANCIAL IMPACT: The license fee for this Class LB liquor license is \$100 for the day, which will be recorded in the Non-Departmental Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2020 Proposed Budget Book titled "Budget Overview & General Fund" on page 110.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

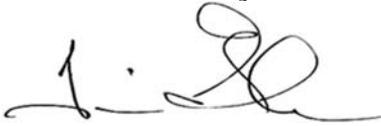
Prepared By: Amanda Mohan, Records & Licensing Specialist

Reviewed By: Leslie Yocum, City Clerk

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager

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

Recommended by:

A handwritten signature in black ink, appearing to read 'T. Gleason', with a stylized flourish at the end.

Tim Gleason
City Manager

Attachments:

- CLK 5B Liquor License Application Sunrise Rotary
- CLK 5C Special Event Permit Sunrise Rotary
- CLK 5D Location Map Sunrise Rotary
- CLK 5E Ordinance 2019-47 Sunrise Rotary Event



APPLICATION FOR CLASS "L" LIMITED LIQUOR LICENSE

Check Appropriate Category:

X LB (Beer & Wine Only) LA (All Types)

APPLICANT INFORMATION

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

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

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

Name: Kristen Kubisch Phone Number: [Redacted] Address: [Redacted] City/State: Normal IL Zip Code: 61761

Name: Chris Downing Phone Number: [Redacted] Address: [Redacted] City/State: Bloomington IL Zip Code: 61701

Name: Brian Shoemaker Phone Number: [Redacted] Address: [Redacted] City/State: Bloomington IL Zip Code: 61704

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

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

EVENT INFORMATION

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

Name of Establishment: Downtown Bloomington "L" shape on square Address: Jefferson St. City/State: Bloomington IL Zip Code: 61701

between main & Center & main between Washington & Jefferson

Date(s) on which the Limited alcoholic liquor license will be utilized: 8/21/2019



Hours during which alcohol will be sold: 3pm - 10pm

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

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

Bags Tournament Fundraiser

Estimate of number of persons expected to attend: 500

Description of the proposed procedures for handling the following:

A. Crowd control: see attached #2

B. Identification check: see attached #3

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

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

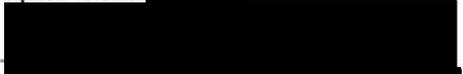
Is the civic, service, charitable, fraternal or social organization, group or entity applying for this license incorporated under the laws of the State of Illinois (Please Circle)? Y/N

a. If so, please list Date Incorporated: NA

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

a. If so, please list how many: 2 (last year's Brats + Bags event + this year's Oktoberfest Run)

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

Name: Kristen Kubsch Phone Number: 

Name: Chris Downing Phone Number: 

Name: Brian Shoemaker Phone Number: 

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



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

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

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

MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC

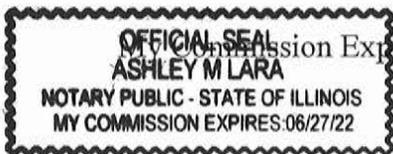
Kristen J. Kubsch

Printed Name of Applicant



Signature of Applicant

Subscribed and sworn to before me this 8th day of April, 2018~~8~~9



Commission Expires: 06.27.22

Ashley M. Lara
Notary Public

OFFICE USE ONLY

04.08.19 Date Received/Paid (\$100/Day; \$50/Additional) WILL PAY ON APPROVAL
 Receipt # - Check # (if applicable) alara Staff Initials
 DRAM Certificate \$2,000 Surety Bond
 Emergency Call-In Sheet Certificate of Good Standing

Possible Public Hearing Date: 05/14/19 Possible Council Date: _____

1. Sale of Alcoholic Liquor: See attached map. Those who are 21 years and over who are participating and attending the event will have access to beer and wine during the tournament. The cost of beer and wine is in addition to the registration fee. All servers and ID checkers will be BASSET trained.
2. Crowd Control: The event is to be held in Downtown Bloomington on Jefferson Street between Main and Center and Main Street between Washington and Jefferson Street. The alcohol will be served on main street and will not be allowed outside of designated area on attached map.
3. Identification Check: We will have BASSET trained club member volunteers checking ID's and issuing wristbands only to those 21 and over. No alcohol will be served without ID check and wristband.

Doctor
s, Inc

Satio

ATM

W Jefferson St

ID Check

E Jefferson St

Event Boundary and Liquor Boundary

Maguire's Bar & Grill

Kent
Framing

The HodgePodge Shop

McLean County
Museum of History

Pouring
location

CVS

Dunbar Breitweiser
& Company, LLP

The Pantagraph

Heartland Bank and
Trust Company

W Washington St

W Washington Google

E Washington St

E Washi

Map data ©2018 Google 50 ft

N Center St

N Center St

N Center St

N Main St

N Main St

N Main St



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/02/2019

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	CONTACT NAME: Ali Sulita
	PHONE (A/C, No, Ext): 1-833-3ROTARY FAX (A/C, No): E-MAIL ADDRESS: rotary@ajg.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Lexington Insurance Company	NAIC # 19437
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

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

COVERAGES **CERTIFICATE NUMBER:** 899307648 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			[REDACTED]	7/1/2017	7/1/2018	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
								\$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			[REDACTED]	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			NOT APPLICABLE			PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

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

CERTIFICATE HOLDER

The City of Bloomington, Illinois
Bloomington Normal Sunrise Rotary, District 6490
Brats and Bags Downtown Bloomington IL (Jefferson between Center and Main, and Main between Jefferson and Washington)
Event Date: 8:00 a.m. to 11 p.m., August 2, 2019
3-10 pm

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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CONTINUATION CERTIFICATE
(For Use On Surety Bonds)



STATE FARM FIRE AND CASUALTY COMPANY
BLOOMINGTON, ILLINOIS

The STATE FARM FIRE AND CASUALTY COMPANY (hereafter called the Company) hereby continues in force its Bond No. [REDACTED] in the sum of Dollars (\$ 2,000), Two thousand and 00/100

on behalf of Miles Bardell & Bloomington Normal Sunrise Rotary

in favor of City of Bloomington

for the (extended) term, subject to all the covenants and conditions of said bond, beginning on October 14, 2018 and ending on October 14, 2019.

This Continuation is executed upon the express condition that the Company's liability under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the sum stated above.

IN WITNESS WHEREOF, the company has caused this instrument to be signed by its officers proper for the purpose and its corporate seal to be hereto affixed July 27, 2018.



STATE FARM FIRE AND CASUALTY COMPANY

(Surety)

By [REDACTED]

Attorney-in-Fact

(SEAL)



POWER OF ATTORNEY
STATE FARM FIRE AND CASUALTY COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That STATE FARM FIRE AND CASUALTY COMPANY, an Illinois corporation, with its principal office in Bloomington, Illinois, does hereby constitute and appoint: Chris Bryson of Bloomington, IL its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in the nature of a bond as follows:
\$ 2,500 - License, Permit or Indemnity - Financial Guarantee
\$25,000 - License & Permit - Code Compliance
\$25,000 - Public Official
\$100,000 - Administrator, Executor, or Trustee of a decedent's estate
\$50,000 - Guardian, Conservator, or Committee
\$25,000 - Receiver
\$ 2,500 - Judicial

THIS POWER OF ATTORNEY IS NOT VALID FOR THE EXECUTION OF ANY CONTRACT (CONSTRUCTION OR SUPPLY) BOND - BID, PERFORMANCE OR PAYMENT.

This appointment is made under and by the authority of a resolution which was passed by the Executive Committee of the Board of Directors of State Farm Fire and Casualty Company on the 14th day of March, 2018, as is duly authorized by the Board of Directors in Article II, Section 6 of the By-Laws of the Company, which resolution is:

WHEREAS, the Board desires to delegate the authority to appoint persons as Attorneys-in-Fact for certain bonds, undertakings, or other writings obligatory in the nature of a bond.

RESOLVED, that any Officer of the Company who works regularly with surety bonds is hereby authorized to appoint and empower any representative of the Company as Attorney-in-Fact to execute on behalf of the Company any bonds, undertakings, or other writings obligatory in the nature of a bond, which the Company might execute through its officers. Any said execution of such documents by an Attorney-in-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by he regularly elected or appointed officers of the Company. Any Attorney-in-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

IN WITNESS THEREOF, STATE FARM FIRE AND CASUALTY COMPANY has caused this instrument to be signed by its Officer, and its Corporate Seal to be affixed this 14th day of March, 2018.

This APPOINTMENT SHALL CEASE AND TERMINATE AUTOMATICALLY AS OF DECEMBER 31, 2021, UNLESS SOONER REVOKED AS PROVIDED.



STATE FARM FIRE AND CASUALTY COMPANY

By: [Redacted Signature] John R. Horton - Assistant Secretary Treasurer

STATE OF ILLINOIS
COUNTY OF McLEAN

On this 14th day of March, 2018, before me personally came John R. Horton to me known, who being duly sworn, did depose and say that he is Assistant Secretary Treasurer of STATE FARM FIRE AND CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such Corporate Seal; and that he executed said instrument on behalf of the corporation by authority of his office under the By-Laws of said corporation.



[Handwritten Signature]
Notary Public
My commission expires August 30, 2021

CERTIFICATE

I, the undersigned Assistant Secretary Treasurer of STATE FARM FIRE AND CASUALTY COMPANY, do hereby certify that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and sealed at Bloomington, Illinois. Dated this 27 day of July, 2018



[Redacted Signature] Julia Klinzing - Assistant Secretary Treasurer

If you have a question concerning the validity of this Power of Attorney, call 309-766-2090.

ILLINOIS LIQUOR CONTROL COMMISSION

100 W. Randolph Street, Suite 7-801 - Chicago, IL 60601

BEVERAGE ALCOHOL SELLERS AND SERVERS

EDUCATION AND TRAINING [BASSET] CARD

Date of Certification: 8/3/2017 Expires: 8/3/2020

Trainer's IL Liquor License Number: 5A-0105312

PAUL LEAHEY

BLOOMINGTON IL 61704

****Card is not transferrable****

ILLINOIS LIQUOR CONTROL COMMISSION

100 W. Randolph Street, Suite 7-801 - Chicago, IL 60601

**BEVERAGE ALCOHOL SELLERS AND SERVERS
EDUCATION AND TRAINING [BASSET] CARD**

Date of Certification: 6/19/2017 Expires: 6/19/2020

Trainer's IL Liquor License Number: 5A-0109517

GLENN HARBIN

BLOOMINGTON IL 61705

****Card is not transferrable****

ILLINOIS LIQUOR CONTROL COMMISSION

100 W. Randolph Street, Suite 7-801 - Chicago, IL 60601

BEVERAGE ALCOHOL SELLERS AND SERVERS

EDUCATION AND TRAINING [BASSET] CARD

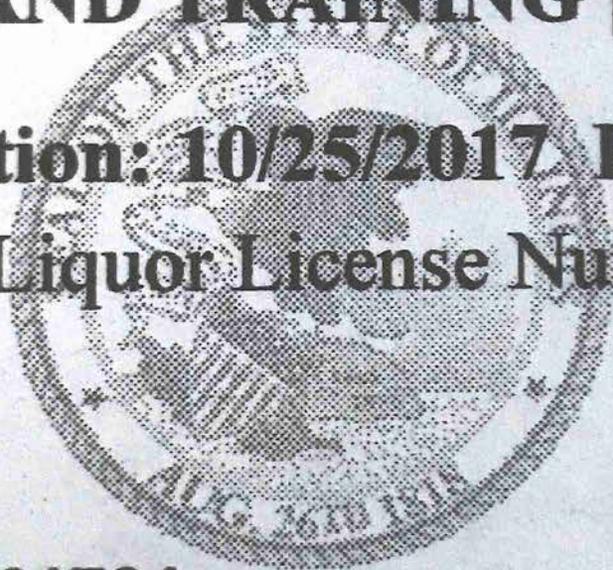
Date of Certification: 10/25/2017 Expires: 10/25/2020

Trainer's IL Liquor License Number: 5A-0105593

LINDSEY POWELL



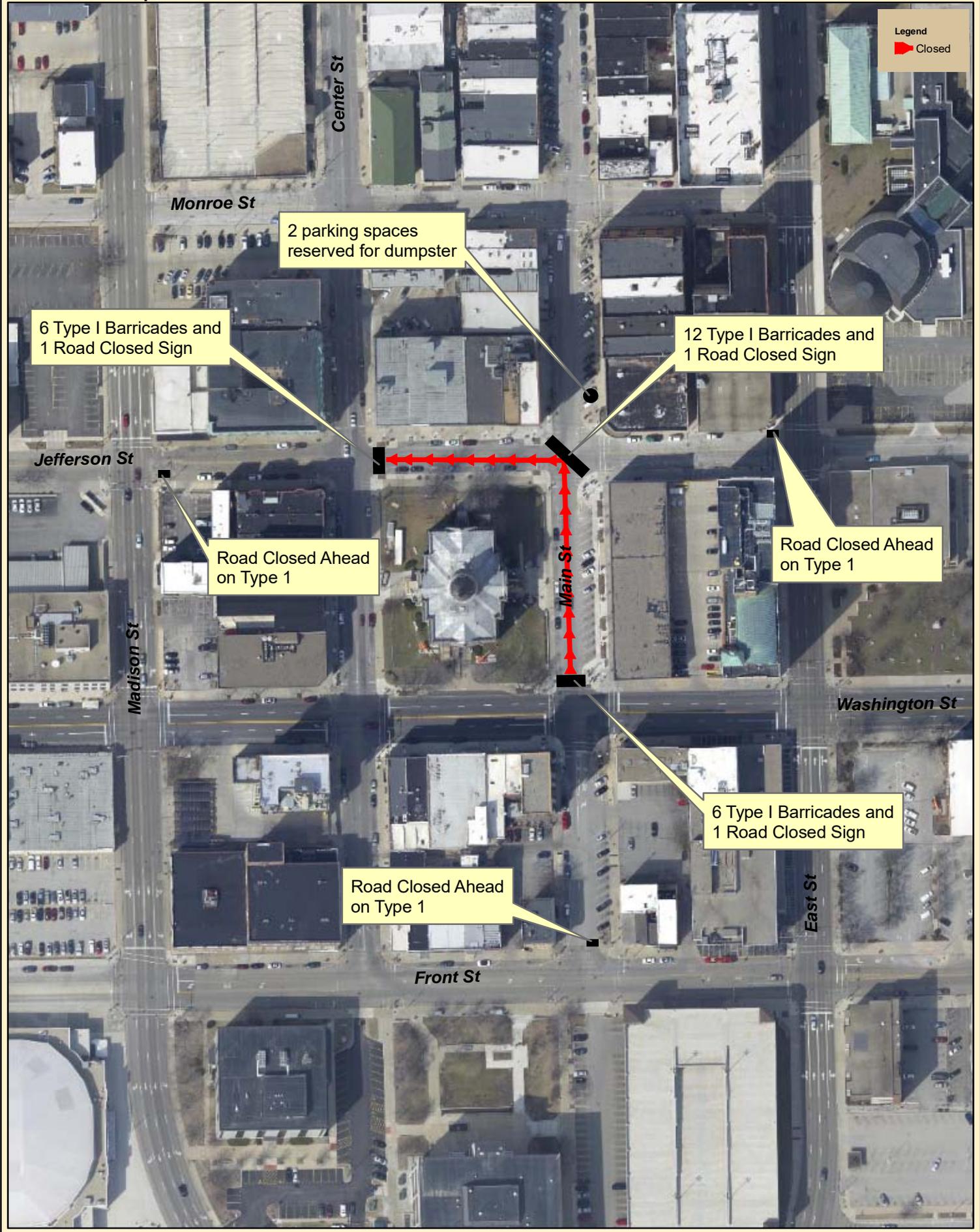
BLOOMINGTON IL 61704



****Card is not transferrable****



Legend

 Closed


ORDINANCE NO. 2019 - 47

AN ORDINANCE SUSPENDING SECTION 26(d) OF CHAPTER 6 OF
THE BLOOMINGTON CITY CODE TO ALLOW POSSESSION OF OPEN ALCOHOL
ON PUBLIC PROPERTY IN SPECIFIED PORTIONS OF DOWNTOWN BLOOMINGTON
DURING THE BRATS AND BAGS FUNDRAISING TOURNAMENT

WHEREAS, the Bloomington-Normal Sunrise Rotary Club will hold a Brats and Bags Fundraising Event in specified areas of Downtown Bloomington on August 2, 2019; and

WHEREAS, the Bloomington-Normal Sunrise Rotary Club requested permission to allow sales and consumption of beer and wine during the Brats and Bags Tournament in specified areas of Downtown Bloomington outlined in Exhibit A.; and

WHEREAS, to allow possession of an open container of alcohol on a public street, Section 26(d) of Chapter 6 of the Bloomington City Code, which prohibits the possession of open containers of alcohol on public streets, must be suspended.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, ILLINOIS;

Section 1: That Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, is suspended on August 2, 2019, between 4:00 PM and 10:00 PM for the specified areas of Downtown Bloomington outlined in Exhibit A. This suspension shall be effective as to persons inside the designated area only, and only for alcohol purchased from the event vendor within the designated area.

Section 2: Except for the date, times and location set forth in Section 1 of this Ordinance, Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, shall remain in full force and effect. Nothing in this ordinance shall be interpreted as repealing said Section 26(d).

Section 3: This Ordinance shall be effective on the date of its passage and approval.

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

PASSED this 10th day of June 2019.

APPROVED this _____ day of June 2019.

CITY OF BLOOMINGTON:

ATTEST:

Tari Renner, Mayor

Leslie Yocum, City Clerk



AGENDA ITEM NO. 7L

FOR COUNCIL: June 10, 2019

SPONSORING DEPARTMENT: City Clerk

SUBJECT: Consideration and action on the application of MBD Bros, LLC d/b/a Iron Coyote Challenge Park, located at 4113 E. Oakland Ave., requesting a Class RBS (Restaurant/Beer and Wine/Sunday Sales) liquor license, which would allow the sale of beer and wine by the glass for consumption on the premises seven (7) days a week, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed application and license be approved.

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

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

BACKGROUND: The Bloomington Liquor Commission met on May 14, 2019, to consider an application of MBD Bros, LLC d/b/a Iron Coyote Challenge Park, located at 4113 E. Oakland Ave., requesting a Class RBS (Restaurant/Beer and Wine/Sunday Sales) liquor license, which would allow the sale of beer and wine by the glass for consumption on the premises seven (7) days a week.

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

Staff present: George Boyle, Asst. Corporation Counsel; Asst. Police Chief Dan Donath; and Leslie Yocum, City Clerk.

Derek Williams, representative for MBD Bros, LLC d/b/a Iron Coyote Challenge Park, addressed the Commission. Mr. Williams explained the business will be an indoor challenge park that offers ninja courses and a high ropes course. Participants will be strapped into harnesses while completing various obstacle courses 15 feet in the air. The maximum occupancy is 260 patrons.

Mr. Williams provided the Commission with photo renderings as Exhibits.

Commissioner Jordan posed questions about alcohol consumption and participants. Mr. Williams responded providing additional detail. He stated that no one drinking will be allowed to participate. Participants will be required to wear wristbands and if a guest has a wristband, they will not be served alcohol. Alcohol will also be confined to the Mezzanine level where seating is located. I.D.s will be checked at every point of sale location and for each transaction. If a customer has completed participating in the obstacle courses, they will be able to remove their wristband and go to the Mezzanine Level to enjoy an alcoholic beverage should they choose. Additional concerns over the wristband system were raised.

Commissioner Renner proposed the wristband system currently set in place by Iron Coyote would be approved. However, if there was an issue in the future, a new system would need to be developed.

Commissioner Jordan asked about the age range of participants. Mr. Williams explained the minimum age is five (5) years old and that the facility would include a soft play area for children younger.

Alcohol would be served on weekdays from 4:00 PM until 9:00 PM and served on weekends from 12:00 PM until 9:00 PM when food is also available.

The Police Department did not raise any concerns.

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

Ayes: Commissioners Jordan, Powell and Renner.

Nays: None.

Motion carried.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, on May 3, 2019, public notice was published in the Pantagraph. A total of eleven (11) courtesy copies of the Public Notice were mailed to businesses within 500 feet of the primary place of business for the proposed license. The Agenda for the May 14, 2019 meeting of the Liquor Commission was placed on the City's website.

FINANCIAL IMPACT: The annual license fee for a Class RBS liquor license is \$1,350, which will be recorded in the Non-Departmental Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2020 Proposed Budget Book titled "Budget Overview & General Fund" on page 110.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Amanda Mohan, Records & Licensing Specialist

Reviewed By: Leslie Yocum, City Clerk

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager

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

Recommended by:

A handwritten signature in black ink, appearing to read 'T. Gleason', with a stylized flourish at the end.

Tim Gleason
City Manager

Attachments:

- CLK 6B Liquor License Application Iron Coyote
- CLK 6C Exhibit A Photographs Iron Coyote
- CLK 6D Public Notice Iron Coyote



OFFICE USE ONLY

Submittal Date: _____

Renewal Type (A, SA): _____

Staff Initials: RBS

Business Contact Sheet

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

Doing Business As (D/B/A): Iron Coyote Challenge Park

Business Address: 4113 E Oakland Ave

City/State: Blm IL 61704

Zip Code: 61704

Business Phone Number: [REDACTED]

Business Email Address: [REDACTED] @IronCoyotePark

Please list an email address where all billing information will be received by the business. *Please note that if this email address changes, it is the responsibility of the business to notify the City to ensure all information is received.*

Billing Email Address: [REDACTED] @IronCoyotePark.com

License Renewals

Please list those responsible for License Renewals for the above establishment.

Primary Contact:

Name: ERIN Williams Phone Number: [REDACTED]

Address: [REDACTED] City/State: Blm, IL Zip Code: 61704

Alternate Contact:

Name: Derrick Williams Phone Number: [REDACTED]

Address: [REDACTED] City/State: Blm, IL Zip Code: 61704

Manager:

Name: _____ Phone Number: _____

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



Liquor License Application Questionnaire

TO THE APPLICANT:

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

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

LEGAL REQUIREMENTS:

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



NATURE OF LICENSE:

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

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
X 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
X 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 / cafe

3. State the significance of a liquor license to your establishment, present or future: Allow non participating patrons a refreshment.

4. How will a liquor license of the kind requested benefit the City of Bloomington and its residents? liquor license will complete a full ~~to~~ family entertainment package. Everyone can enjoy there time at Iron caote.

5. Upon what facts do you base your answers to the previous question? These facts are based on my own experiences.

6. Do you intend to furnish live entertainment in the establishment to be licensed? Y N
a. If you answered "YES" to the previous question, state the nature of such Entertainment: _____

7. Will most of the establishment's gross revenue come from sources other than the sale of alcohol? Y N
a. If you answered "YES" to the previous question, from what sources will such revenue be derived? food and admissions

8. Do you intend to obtain an additional license for any of the following:

- Y N Public Dancing*
- Y N Tobacco*
- Y N Amusement* (If yes, which type: _____)
- Y N Miscellaneous* (If yes, which type: _____)

***ALL ADDITIONAL LICENSES REQUIRE ADDITIONAL APPLICATION AND FEE PER LICENSE TYPE.**

AMUSEMENT

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

MISCELLANEOUS

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

IMPACT OF ESTABLISHMENT:

1. State the location of your establishment:

Address: 4113 E Oakland City/State: Bism IL Zip: 61704

2. What hours will the establishment be open?

DAY	TIME OPEN	DAY	TIME CLOSE
Monday:	10 AM	Monday:	10 pm
Tuesday:	10 AM	Tuesday:	10 pm
Wednesday:	10 AM	Wednesday:	10 pm
Thursday:	10 AM	Thursday:	10 pm
Friday:	10 AM	Friday:	10 pm
Saturday:	10 AM	Saturday:	10 pm
Sunday:	10 AM	Sunday:	10 pm

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

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.): Branco + Oakland Ave

5. How much additional traffic do you expect the establishment with a liquor license to generate? We expect 10-1 in sales. We anticipate parents to hang around and relax while there children are participating.

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

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

8. What do you estimate to be the demand for your establishment in the area in which it is or will be located? We estimate 20% of adults would enjoy having beer and wine.

9. Upon what facts do you base your answer to the previous question? These facts are based on from other businesses in the community.

RESPONSIBILITY:

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

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

3. Do you now or have you ever had a Bloomington liquor license? Y N

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

DATED this 31 day of March, 20 19.

SIGNED:

ERIN Williams
Printed Name

Signature
Owner
Title

Address
Bim, IL 61704
City/State/Zip Code

Michael D. Williams
Printed Name

Signature
Owner
Title

Address
Bim IL 61704
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 FB5 LICENSE** to sell Malt Vinous Beverages, pursuant to Chapter 6 of the Bloomington City Code 1960.

2. The undersigned applicant is (Check One and Complete the Corresponding Section):

an Individual a Partnership a Corporation

If an Individual:

Name: ERIN Williams Age: [REDACTED]
 Address: [REDACTED] City/State/Zip: Bim IL 61704
 Have you been a legal resident of the City of Bloomington for more than one (1) year? Y N

If a Partnership:

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

Name: _____ Age: _____
 Address: _____ City/State/Zip: _____
 Have you been a legal resident of the City of Bloomington for more than one (1) year? Y N

Name: _____ Age: _____
 Address: _____ City/State/Zip: _____
 Have you been a legal resident of the City of Bloomington for more than one (1) year? Y N

* If a Corporation/LLC:

Date of Incorporation: 10-8-18
 State whether same is organized for **profit** or **nonprofit** , under laws of the State of IL.
 (Attach objects of Incorporation according to the Charter of Corporation.)
 The following are the names and addresses of all officers and directors of the said corporation and if the majority of stock is owned by one person, name and address (if more space is needed, attach additional page):
 Name: ERIN Williams Title: Owner
 Address: [REDACTED] City/State/Zip: Hudson, IL 61748
 Name: Michael D Williams Title: Owner
 Address: [REDACTED] City/State/Zip: Hudson, IL 61748



3. Location and description of the premises or place of business to be operated under this license: East Side of Bloomington. Challenge Park

for Children + Adults. It will have ninja, rope courses, and zip line!

a. Trade Name: Iron Coyote Challenge Park

-- Please answer the following questions by selecting Y (yes) or N (no) --

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

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

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

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

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

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

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

Y N Is the applicant herein, the owner of the premises for which this license is sought?
If no, list the information of the building owner:
Name: _____ Term of Lease: _____ to _____
Address: _____ City/State/Zip: _____

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



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

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

Dated this 31 day of March, 2019

A. Individual

<u>ERIN WILLIAMS</u>	
Printed Name of Applicant	Signature of Applicant

B. Partnership

Business Name	
_____	_____
Printed Name of Partner	Signature of Partner
_____	_____
Printed Name of Partner	Signature of Partner

C. Corporation/LLC

<u>MBO Bros, LLC</u>	
Corporate Name	
<u>Michael D. Williams</u>	
Printed Name of President	Signature of President
ATTEST	
<u>ERIN WILLIAMS</u>	
Printed Name of Secretary	Signature of Secretary
And the following officers, directors, or majority stockholders:	
_____	_____
_____	_____

CONTINUE TO NEXT PAGE FOR NOTARY ACKNOWLEDGEMENT



NOTARY ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

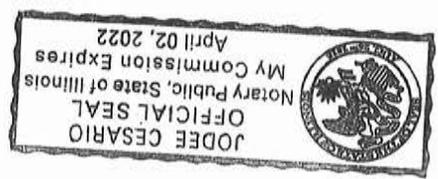
Being first duly sworn on their respective oaths say that they comprise of all the owners, partners, officers, directors, or majority stockholders of the above name applicant in accordance with definitions of the Bloomington City Code; that they and each of them have read and signed the foregoing application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

This application was acknowledged before me on this 31 day of March, 2019, who deposes and says that he/she has read the foregoing application subscribed by him/her, and that the matters stated herein are true to the best of his/her knowledge and belief.

Faith J. Hart
Notary Public
My Commission Expires: 10-5-22



Jodee Cesar
April, 02 2022





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.

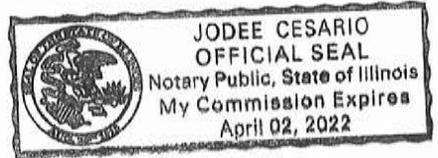
This application was acknowledged before me on this 1st day of April, 2019, who deposes and says that he/she has read the foregoing application subscribed by him/her, and that the matters stated herein are true to the best of his/her knowledge and belief.

Faith J. Hart
Notary Public

My Commission Expires: 10-5-22



Jodee Cesario
April, 02 2022





PERSONAL FINANCIAL STATEMENT

Submitted to: Bloomington Liquor Control Commission

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

Name:	ERIN Williams
Address:	[REDACTED]
City, State & Zip Code:	Blm, IL 61704
Personal Phone Number:	[REDACTED]
Position or Occupation:	Owner
Length of Employment:	N/A
Business Name:	Iron Coyote Challenge Park
Business Address:	4113 E Oakland Ave
City, State & Zip Code:	Blm IL 61704
Business Phone Number:	[REDACTED]

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

Name:	Michael D Williams
Address:	[REDACTED]
City, State & Zip Code:	Hudson, IL 61748
Personal Phone Number:	[REDACTED]
Position or Occupation:	owner / Real estate investor
Length of Employment:	N/A
Business Name:	Iron Coyote Challenge Park
Business Address:	4113 E Oakland Ave
City, State & Zip Code:	Blm IL 61704
Business Phone Number:	[REDACTED]

[REDACTED]

BOND OF LICENSE
FOR THE SALE OF INTOXICATING LIQUOR

Know All Men by these presents, that we, MBD Bros, LLC DBA Iron Coyote Challenge Park

4113 E OAKLAND AVE BLOOMINGTON, IL 61704-1285

as principal and The Cincinnati Insurance Company

6200 S GILMORE RD FAIRFIELD OH 45014-5141

*as sureties, are held and firmly bound unto the **CITY OF BLOOMINGTON**, a municipal corporation, of the State of Illinois, in the penal sum of **TWO THOUSAND DOLLARS**, lawful money of the United States, for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly, severally and firmly by these presents.*

***WITNESS** our hands and seals this 3rd day of April, A.D. 2019*

The condition of the above obligation is such, that whereas, the above bounden principal has applied to the City Liquor Commission of said City for a Class Liquor License to sell intoxicating liquor in said City.

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

(Seal)

(Seal)

(Seal)

Attorney-in-Fact, John McGrew



THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

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

John McGrew

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

Any such obligations in the United States, Twenty Million and No/100 Dollars (\$20,000,000.00).

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

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

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

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

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



STATE OF OHIO)
COUNTY OF BUTLER) ss:

THE CINCINNATI INSURANCE COMPANY



Vice President

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



Handwritten signature of 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 3rd day of April 2019



Secretary



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

Illinois Business Tax (IBT) #:

Date Business started at this location (Month\Day\Year): July 2019

Describe your type of Business: Entertainment

DBA Business Name: Iron Coyote Challenge Park

Address: 4113 E Oakton Ave
Blm IL 61704

Contact: ERIN Williams

Phone: [Redacted] **Fax:**

Email: [Redacted]@ironcoyotepark.com

Owner/Corporate Name:
(if different from above)

Address:

Contact:

Phone: **Fax:**

Email:

Please check here to have all correspondence mailed to corporate address instead of the physical address.

Type of Organization:

Sole Proprietorship Partnership

Corporation LLC

Other _____

Mail, Drop Off, Fax, or Email to: **Address:** City Hall
Finance Department
Room 100
109 E. Olive Street
Bloomington, IL 61702

Fax: 309-434-2463
Email: finance@cityblm.org
Phone: 309-434-2233

Under penalties as provided by law, I declare that to the best of my knowledge and belief, the information on this form is true, correct and complete.

Signature of Officer Empowered to Sign: [Redacted] **Date:** 3/31/19

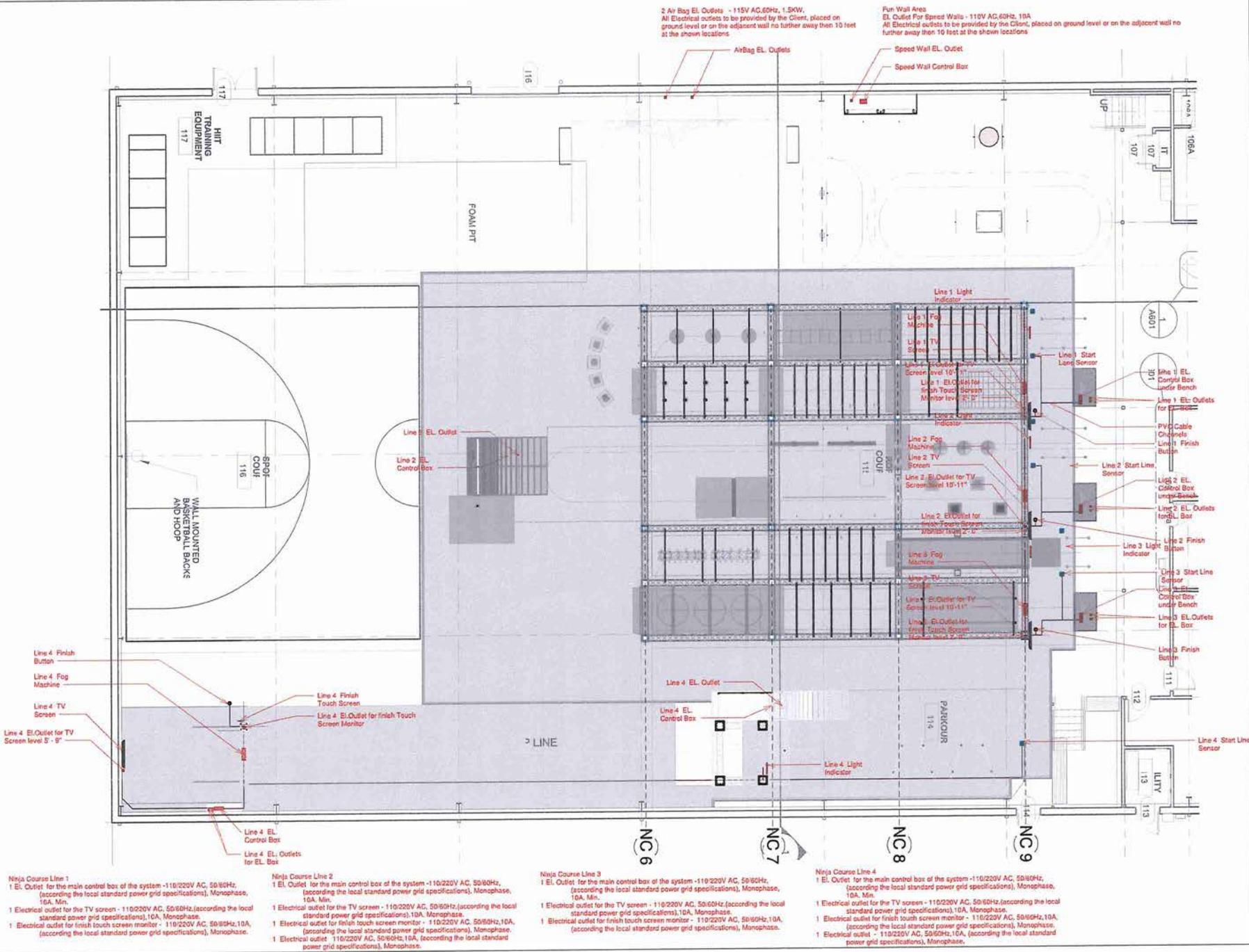
Print Name and Title: ERIN Williams / Owner Michael D. Williams

Please Kindly Note:

Please note that due to technical reasons in the phase of engineering minor changes on the design may occur.

All Electrical outlets to be provided by the Client, placed on ground level or on the adjacent wall no further away than 10 feet at the shown locations.

There should be no participant under the smoke machine when it works, otherwise, the participant can hurt herself/himself or the person under the machine.



Ninja Course Line 1
 1 EL Outlet for the main control box of the system -110/220V AC, 50/60Hz, (according the local standard power grid specifications), Monophase, 10A, Min.
 1 Electrical outlet for the TV screen - 110/220V AC, 50/60Hz (according the local standard power grid specifications), 10A, Monophase.
 1 Electrical outlet for finish touch screen monitor - 110/220V AC, 50/60Hz, 10A, (according the local standard power grid specifications), Monophase.

Ninja Course Line 2
 1 EL Outlet for the main control box of the system -110/220V AC, 50/60Hz, (according the local standard power grid specifications), Monophase, 10A, Min.
 1 Electrical outlet for the TV screen - 110/220V AC, 50/60Hz (according the local standard power grid specifications), 10A, Monophase.
 1 Electrical outlet for finish touch screen monitor - 110/220V AC, 50/60Hz, 10A, (according the local standard power grid specifications), Monophase.
 1 Electrical outlet - 110/220V AC, 50/60Hz, 10A, (according the local standard power grid specifications), Monophase.

Ninja Course Line 3
 1 EL Outlet for the main control box of the system -110/220V AC, 50/60Hz, (according the local standard power grid specifications), Monophase, 10A, Min.
 1 Electrical outlet for the TV screen - 110/220V AC, 50/60Hz (according the local standard power grid specifications), 10A, Monophase.
 1 Electrical outlet for finish touch screen monitor - 110/220V AC, 50/60Hz, 10A, (according the local standard power grid specifications), Monophase.

Ninja Course Line 4
 1 EL Outlet for the main control box of the system -110/220V AC, 50/60Hz, (according the local standard power grid specifications), Monophase, 10A, Min.
 1 Electrical outlet for the TV screen - 110/220V AC, 50/60Hz (according the local standard power grid specifications), 10A, Monophase.
 1 Electrical outlet for finish touch screen monitor - 110/220V AC, 50/60Hz, 10A, (according the local standard power grid specifications), Monophase.
 1 Electrical outlet - 110/220V AC, 50/60Hz, 10A, (according the local standard power grid specifications), Monophase.

Please note that the colors represented here may vary with your device settings and is not intended to be used as an actual representation. It is essential to refer to the original color chart! The actual colors may vary in shade by +/-1 position in PAL code, due to differences in batch mixing.

Page Sheet is Format A2

PROJECT	FEC Em Williams Ninja Gym
CLIENT	Em Williams
DESIGNER	Dimitar Georgiev
HEAD DESIGNER	Pencho Penchev
DATE	09/21/16

Please Kindly Note:

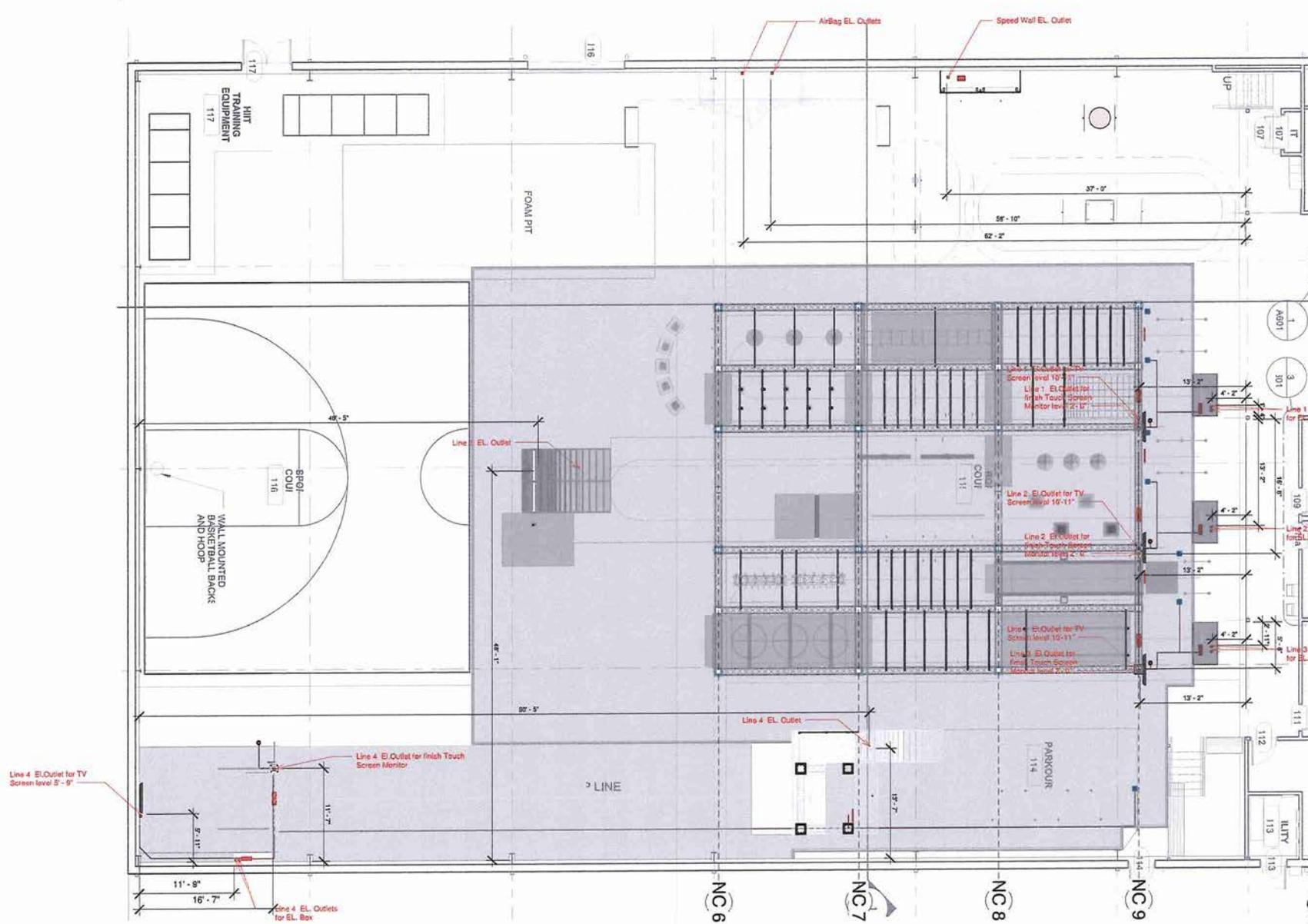
Please note that due to technical reasons in the phase of engineering minor changes on the design may occur.

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There should be no participant under the smoke machine when it works, otherwise, the participant can hurt herself/himself or the person under the machine.

Life area on mezzanine level

Bar and wine solid



Please note that the colors represented here may vary with your device settings and is not intended to be used as an actual representation. It is essential to refer to the original color chart. The actual colors may vary in shade by +/- 1 position in RAL code, due to differences in batch mixing.

Page Sheet is Format A2

PROJECT

FSC Erin Williams Nery's Gym

A1-0337

CLIENT

Erin Williams

DESIGNER

Dimitar Georgiev

HEAD DESIGNER

Pencho Penchev

DATE

08/31/18

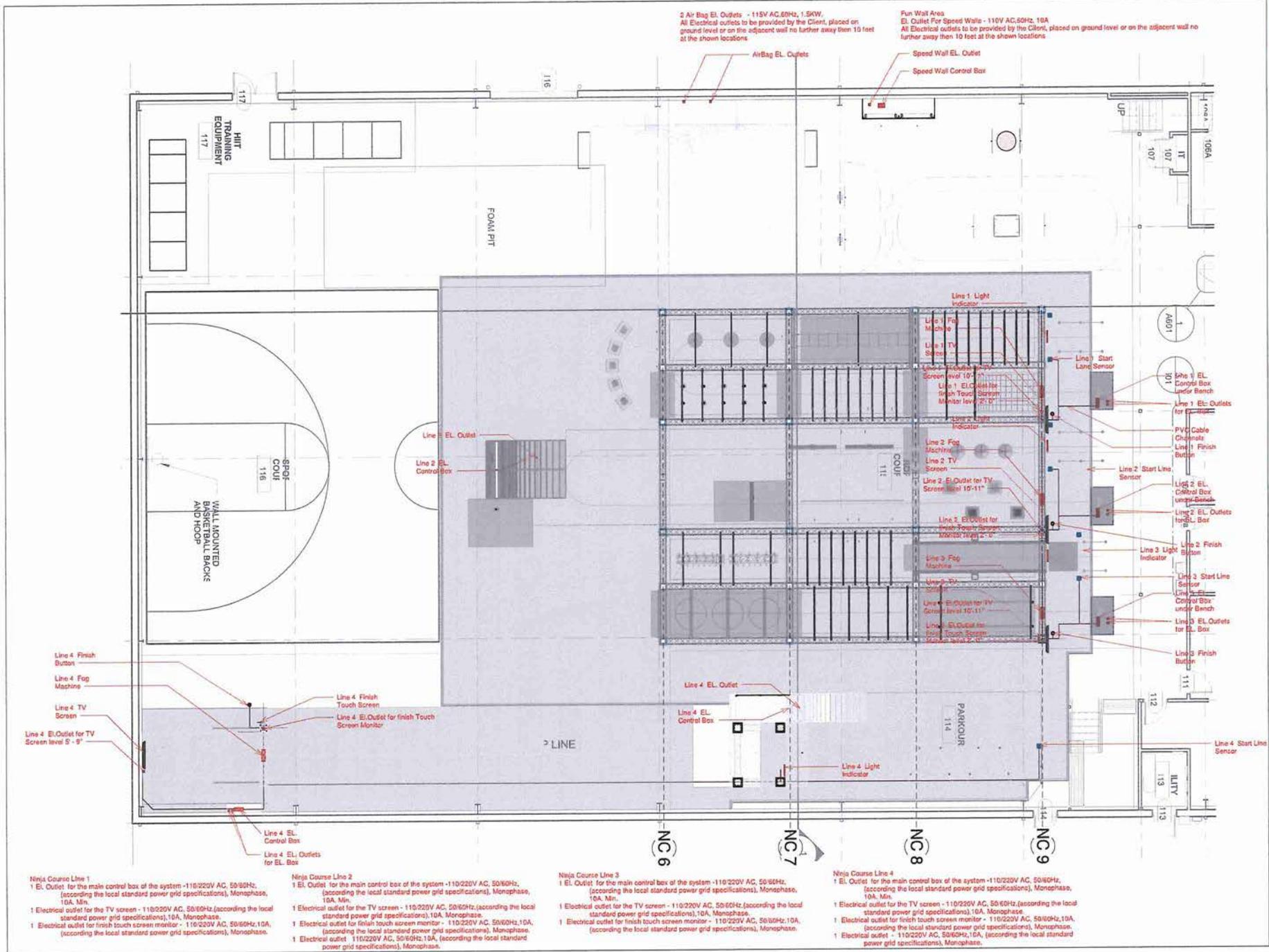
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Please Kindly Note:

Please note that due to technical reasons in the phase of engineering minor changes on the design may occur.

All Electrical outlets to be provided by the Client, placed on ground level or on the adjacent wall no further away than 10 feet from the shown locations.

There should be no participant under the smoke machine when it works, otherwise, the participant can hurt herself/himself or the person under the machine.



Please note that the colors represented here may vary with your device settings and is not intended to be used as an actual representation. It is essential to refer to the original color chart! The actual colors may vary in shade by +/- 1 position in RAL code, due to differences in batch mixing.

Page Sheet is Format A2

PROJECT
FEC Em Williams Ninja Gym

A1-0337
CLIENT
Em Williams

DESIGNER
Dimitar Georgiev

HEAD DESIGNER
Pancha Pancher

DATE
08/21/18

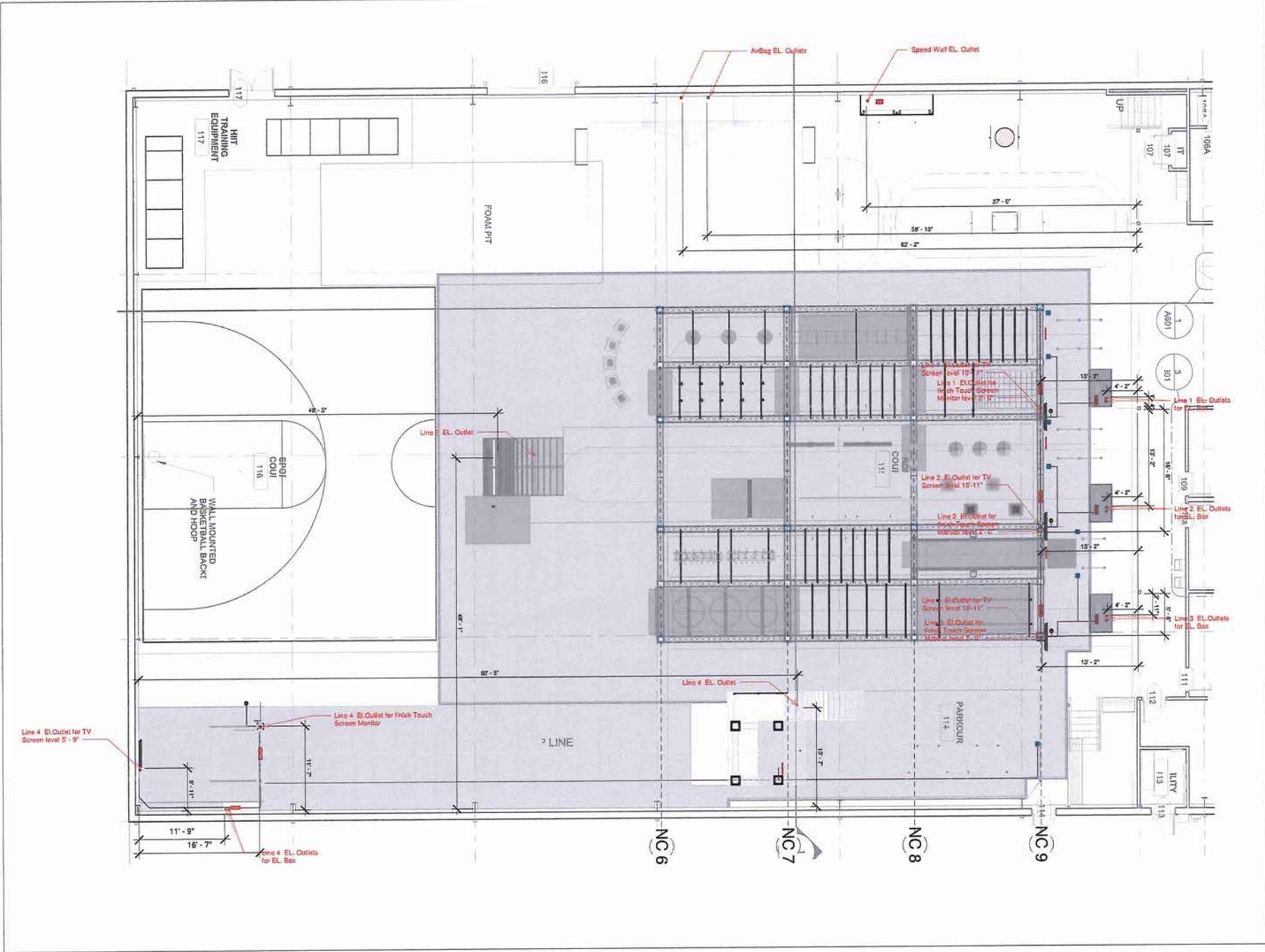
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Please Kindly Note:

Please note that due to technical reasons in the phase of engineering minor changes on the design may occur.

All Electrical outlets to be provided by the Client, placed on ground level or on the adjacent wall no further away than 10 feet at the shown locations.

There should be no participant under the smoke machine when it works, otherwise, the participant can hurt herself/himself or the person under the machine.



Please note that the colors represented here may vary with your device settings and is not intended to be used as an actual representation. It is essential to refer to the original color chart! The actual colors may vary in shade by +/- 1 position in RGB code, due to differences in batch mixing.

Page Sheet is Format A2

PROJECT
FEC Erin Williams Ninja Gym

A1-0337

CLIENT
Erin Williams

DESIGNER
Dimitar Georgiev

HEAD DESIGNER
Pencho Panchev

DATE
08/21/18

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NINJA COURSE

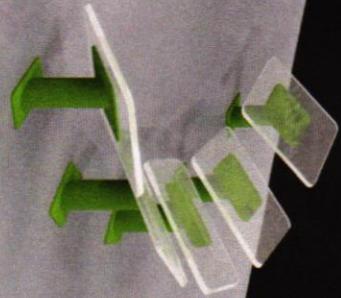
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CITY OF BLOOMINGTON
PUBLIC HEARING NOTICE

On Tuesday, May 14, 2019 at 4:00 P.M., in the City Hall Council Chambers, located at 109 E. Olive St., the Bloomington Liquor Commission will conduct a Public Hearing on the Application of MBD, Bros, LLC d/b/a Iron Coyote Challenge Park, located at 4113 E. Oakland Ave., requesting a Class RBS (Restaurant/Beer and Wine/Sunday Sales) liquor license, which would allow the sale of beer and wine 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, preferably no later than five days before the hearing.

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

Leslie Yocum, Interim City Clerk

Publication Date: May 3, 2019, Pantagraph Newspaper



AGENDA ITEM NO. 7M

FOR COUNCIL: June 10, 2019

SPONSORING DEPARTMENT: City Clerk

SUBJECT: Consideration and action on the application of Two Cherries, LLC d/b/a The Pass Pub and Grill, located at 2303 E. Washington, Suite 600 H, requesting a Class RAS (Restaurant/All Types/Sunday Sales) liquor license, which would allow the sale of all types of alcoholic liquor by the glass for consumption on the premises seven (7) days a week, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed application and license be approved.

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

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

BACKGROUND: The Bloomington Liquor Commission met on May 14, 2019, to consider the application of Two Cherries, LLC d/b/a The Pass Pub and Grill, located at 2303 E. Washington, Suite 600 H, requesting a Class RAS (Restaurant/All Types/Sunday Sales) liquor license, which would allow the sale of all types of alcoholic liquor by the glass for consumption on the premises seven (7) days a week.

Commissioners present: Tari Renner, Lindsey Powell, Jim Jordan.

Staff present: George Boyle, Asst. Corporation Counsel; Asst. Police Chief Dan Donath; and Leslie Yocum, City Clerk.

Sarah Morgan and attorney Richard Marvel testified on behalf of Two Cherries, LLC d/b/a The Pass Pub and Grill.

Mr. Marvel stated that the establishment can seat up to 40 patrons inside with an additional seating for 20 patrons outside. The business anticipated food sales being at least 50% of the business.

Commissioner Jordan inquired about the hours of operation. Ms. Morgan stated they will be open from 10:00 AM until 1:00 AM Sunday through Thursday and from 10:00 AM until 2:00 AM on Friday and Saturday.

The Police Department weighed in on concerns of the proximity of the business to high traffic roads, Washington Street and Veterans Parkway. Ms. Morgan stated the patio will be completely fenced in and the only way in or out of the patio would be through the main bar.

Both Ms. Morgan and Mr. Marvel confirmed they were aware of the video gaming moratorium.

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

Ayes: Commissioners Jordan, Powell and Renner.

Nays: None.

Motion carried.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, on May 3, 2019, public notice was published in the Pantagraph. A total of eighty-nine (89) courtesy copies of the Public Notice were mailed to businesses within 500 feet of the primary place of business for the proposed license. The Agenda for the May 14, 2019 meeting of the Liquor Commission was placed on the City's website.

FINANCIAL IMPACT: The annual license fee for a Class RAS liquor license is \$2,950, which will be recorded in the Non-Departmental Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2020 Proposed Budget Book titled "Budget Overview & General Fund" on page 110.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Amanda Mohan, Records & Licensing Specialist

Reviewed By: Leslie Yocum, City Clerk

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager

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

Recommended by:



Tim Gleason
City Manager

Attachments:

- CLK 7B Liquor License Application Pass Pub and Grill
- CLK 7C Public Notice Pass Pub and Grill

OFFICE USE ONLY

Submittal Date: 4/8/19

Renewal Type (A, SA): _____

Staff Initials: AM



Business Contact Sheet

PLEASE FILL IN YOUR BUSINESS INFORMATION CLEARLY AND COMPLETELY.

LLC: Two Cherries, LLC

Doing Business As (D/B/A): The Pass Pub and Grill

Business Address: 2303 E. Washington Suite 600H

City/State: Bloomington, IL

Zip Code: 61704

Business Phone Number: _____

Business Email Address: _____

Please list an email address where all billing information will be received by the business. Please note that if this email address changes, it is the responsibility of the business to notify the City to ensure all information is received.

Billing Email Address: [Redacted]@yahoo.com

License Renewals

Please list those responsible for License Renewals for the above establishment.

Primary Contact:

Name: Sarah Morgan Phone Number: 309-261-5332

Address: [Redacted] City/State: Bloomington, IL Zip Code: 61704

Alternate Contact:

Name: _____ Phone Number: _____

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

Manager:

Name: Sarah Morgan Phone Number: 309-261-5332

Address: [Redacted] City/State: Bloomington, IL Zip Code: 61704



Liquor License Application Questionnaire

TO THE APPLICANT:

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

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

LEGAL REQUIREMENTS:

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



NATURE OF LICENSE:

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

TYPE DESCRIPTION

CA	Clubs - All Types of Liquor
CB	Clubs - Beer and Wine Only
EA	Entertainment/Recreational Sports Venue - All Types of Liquor
EB	Entertainment/Recreational Sports Venue - Beer and Wine Only
GPA	Convenience Store - All Types of Liquor
GPB	Convenience Store - Beer and Wine Only
PA	Package Sales - All Types of Liquor
PB	Package Sales - Beer and Wine Only
RAP	Restaurant & Package Sales - All Types of Liquor
RA	Restaurant - All Types of Liquor
RB	Restaurant - Beer and Wine Only
TAP	Tavern & Package Sales - All Types of Liquor
TA	Tavern - All Types of Liquor
TB	Tavern - Beer and Wine Only
S	Sunday Sales

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

3. State the significance of a liquor license to your establishment, present or future: Liquor license is vital for the operation of the bar/restaurant

4. How will a liquor license of the kind requested benefit the City of Bloomington and its residents? I will create a safe environment for citizens of the community to come together to form relationships & support local business.

5. Upon what facts do you base your answers to the previous question? My 20 years of experience in the business has allowed me to attract business through personal relationships.

6. Do you intend to furnish live entertainment in the establishment to be licensed? Y N
a. If you answered "YES" to the previous question, state the nature of such Entertainment: _____

7. Will most of the establishment's gross revenue come from sources other than the sale of alcohol? Y N
a. If you answered "YES" to the previous question, from what sources will such revenue be derived? I intend for liquor & food sales to be 50/50.

8. Do you intend to obtain an additional license for any of the following:

- Y N Public Dancing*
- Y N Tobacco*
- Y N Amusement* (If yes, which type: Gaming) *Not at this time.*
- Y N Miscellaneous* (If yes, which type: _____)

*ALL ADDITIONAL LICENSES REQUIRE ADDITIONAL APPLICATION AND FEE PER LICENSE TYPE.

AMUSEMENT

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

MISCELLANEOUS

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

IMPACT OF ESTABLISHMENT:

1. State the location of your establishment:

Address: 2303 E. Washington Suite 600-H City/State: Bloomington, IL Zip: 61704

2. What hours will the establishment be open?

DAY	TIME OPEN	DAY	TIME CLOSE
Monday:	10:00 am	Monday:	1:00 am
Tuesday:	↓	Tuesday:	1:00 am
Wednesday:		Wednesday:	1:00 am
Thursday:		Thursday:	1:00 am
Friday:		Friday:	2:00 am
Saturday:		Saturday:	2:00 am
Sunday:		Sunday:	1:00 am

3. What type or types of building(s) adjoin the establishment? Nail Salon, Jimmy Johns, Carmela's, Real Estate Office
- a. If any adjoining buildings are office or commercial, approximately what hours are they open for business? Carmela's → 6am-2pm Nail Salon 10am-7pm Sweet Temptations, 10am-5pm
- b. If adjoining buildings are predominately residential, are they single or multi-family and what other business establishments are in the area? None
4. Describe streets immediately adjoining the establishment (e.g. approximate width, one or two-way, parking restrictions, etc.): Washington St - 2 way street Veterans Parkway
5. How much additional traffic do you expect the establishment with a liquor license to generate? It will maintain, if not increase, the high traffic intersection that is already established.
6. Describe on and off street parking facilities to handle traffic anticipated: Ample parking behind the building. Also small parking lot in front that can be utilized when other businesses close
7. How many establishments with liquor licenses are located within the immediate area of your establishment? Jim's Steakhouse & The Windjammer (Not in our building)
8. What do you estimate to be the demand for your establishment in the area in which it is or will be located? High demand. Washington street is a high traffic area & our building is surrounded by local businesses. We are visible from Veterans Pkwy. Also anticipate a large crowd from the State Farm Corporate building.
9. Upon what facts do you base your answer to the previous question? The building is centrally located.
Estimated traffic count → Veterans 39,500 vehicles per day
Washington St: 11,700 vehicles per day

RESPONSIBILITY:

1. If establishment is presently in operation, attach a financial statement of the establishment's last fiscal year.
2. If establishment is not presently in operation, attach a statement showing your assets and liabilities (or if a corporation, the assets and liabilities of the corporation).
3. Do you now or have you ever had a Bloomington liquor license? Y N

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

DATED this 4 day of April, 20 19.

SIGNED:

Sarah Morgan



Printed Name

Signature

owner / manager

Title



Address

Bloomington, IL 61701
City/State/Zip Code

Printed Name

Signature

Title

Address

City/State/Zip Code



Application for the Sale of Alcoholic Beverages

This application is being submitted as:

A New Application Renewal (Change to Original Application)

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

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

2. The undersigned applicant is (Check One and Complete the Corresponding Section):

an Individual a Partnership a Corporation

If an Individual:

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

Have you been a legal resident of the City of Bloomington for more than one (1) year? Y N

If a Partnership:

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

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

Have you been a legal resident of the City of Bloomington for more than one (1) year? Y N

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

Have you been a legal resident of the City of Bloomington for more than one (1) year? Y N

If a Corporation/LLC:

Date of Incorporation: April 2, 2019

State whether same is organized for profit 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 (if more space is needed, attach additional page):

Name: Parah Morgan Title: Owner / Manager
Address: [REDACTED] City/State/Zip: Bloomington IL 61711
Name: _____ Title: _____
Address: _____ City/State/Zip: _____



3. Location and description of the premises or place of business to be operated under this license: 2303 E. Washington St. Suite 600-H

a. Trade Name: The Pass Pub and Grill

-- Please answer the following questions by selecting Y (yes) or N (no) --

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

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

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

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

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

If yes, please fully explain: _____

Y N Has any other license issued to individual applicant, or to any partner, officer, director, or majority stockholder, issued for sale of alcoholic beverages, ever been revoked?

If yes, give further details: _____

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

Y N Is the applicant herein, the owner of the premises for which this license is sought?

If no, list the information of the building owner:

Name: Schroff Co. Term of Lease: 5/1/19 to 4/30/24

Address: 2303 E. Washington Suite SA City/State/Zip: Blm, IL 61704

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 5 day of April, 2019

A. Individual

_____	_____
Printed Name of Applicant	Signature of Applicant

B. Partnership

Business Name	
_____	_____
Printed Name of Partner	Signature of Partner
_____	_____
Printed Name of Partner	Signature of Partner

C. Corporation/LLC

Two Cherries	
Corporate Name	
_____	_____
Sarah Morgan	
Printed Name of President	Signature of President
ATTEST	
_____	_____
Printed Name of Secretary	Signature of Secretary
And the following officers, directors, or majority stockholders:	
_____	_____
_____	_____

CONTINUE TO NEXT PAGE FOR NOTARY ACKNOWLEDGEMENT



NOTARY ACKNOWLEDGEMENT

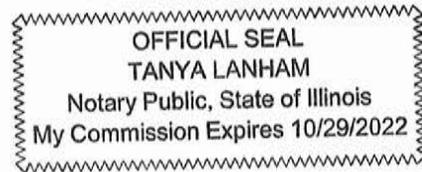
STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

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

This application was acknowledged before me on this 4 day of April, 2019, who deposes and says that he/she has read the foregoing application subscribed by him/her, and that the matters stated herein are true to the best of his/her knowledge and belief.

Tanya Lanham
Notary Public

My Commission Expires: 10/29/22





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:

Two Cherries, LLC

NAME OF APPLICANT

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

1. A CLASS 2AS 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 5 LICENSE to authorize the operation of the Applicant's liquor establishment on Sundays in the same manner as is or will be authorized by and during the valid period of the license referred to in Paragraph 1 hereof.
3. The Applicant and each and every partner, officer, director, majority stockholder or agent thereof, agree and acknowledge the following:
 - (a) Any license issued hereunder may be revoked in accordance with the Ordinances of the City of Bloomington;
 - (b) All persons who are employed by or who have an ownership interest in the Applicant will testify under oath to all competent, relevant, and material questions propounded to any of them in any hearing conducted by the local Liquor Commissioner;
 - (c) Failure of any person to testify according to the provisions of subsection (b) above shall be sufficient reason for suspension or revocation of any license which may be issued pursuant to this Application; and
 - (d) The Applicant will furnish, upon request from the Liquor Commissioner, any books and/or records of its business operations which are relevant to the question of whether such Applicant qualifies or has qualified at any time for the basic license or for the license which may be issued pursuant to this Application.

CONTINUE FOR SIGNATURE PAGE



Dated this 5 day of April, 2019

A. Individual

_____	_____
Printed Name of Applicant	Signature of Applicant

B. Partnership

Business Name	
_____	_____
Printed Name of Partner	Signature of Partner
_____	_____
Printed Name of Partner	Signature of Partner

C. Corporation/LLC

Two Cherries, LLC	
Corporate Name	
_____	_____
Sarah Morgan	[Redacted]
Printed Name of President	Signature of President
ATTEST	
_____	_____
Printed Name of Secretary	Signature of Secretary
And the following officers, directors, or majority stockholders:	
_____	_____
_____	_____

CONTINUE TO NEXT PAGE FOR NOTARY ACKNOWLEDGEMENT



NOTARY ACKNOWLEDGEMENT

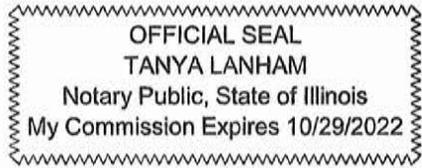
STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

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

This application was acknowledged before me on this 4 day of April, 20 19, 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.

Tanya Lanham
Notary Public

My Commission Expires: 10/29/22





PERSONAL FINANCIAL STATEMENT

Submitted to: Bloomington Liquor Control Commission

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

Name:	Sarah Morgan
Address:	[REDACTED]
City, State & Zip Code:	Bloomington, IL 61701
Personal Phone Number:	(309) [REDACTED]
Position or Occupation:	Bar Manager
Length of Employment:	2 years
Business Name:	The Spotted Dog
Business Address:	1504 Morrissey Dr.
City, State & Zip Code:	Bloomington, IL 61701
Business Phone Number:	[REDACTED]

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

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



SCHEDULE F
Business Ventures

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

DATED this 4 day of April, 20 19.

Individual

Other Party

[Redacted]
Social Security Number

Social Security Number

[Redacted]
Date of Birth

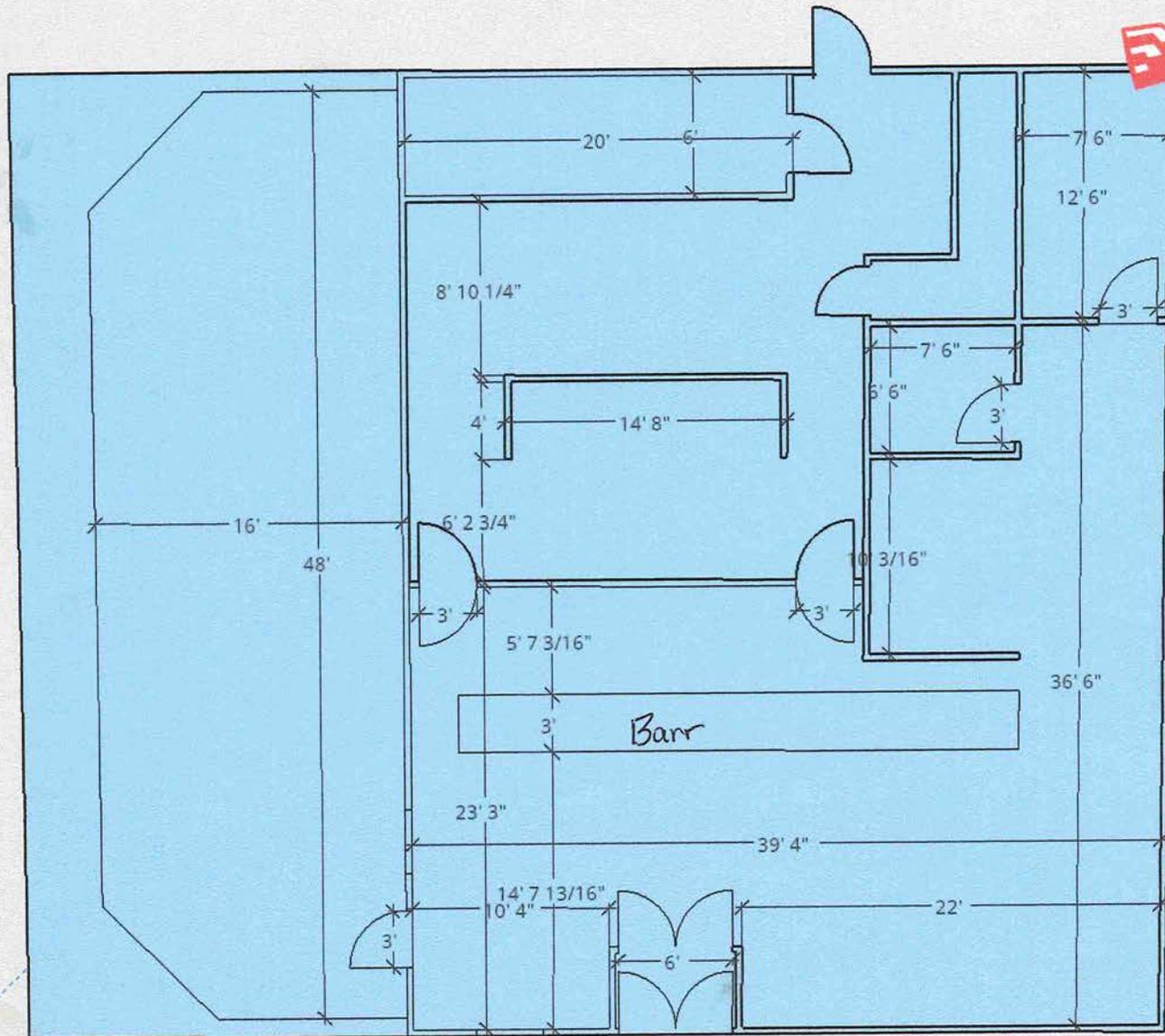
Date of Birth

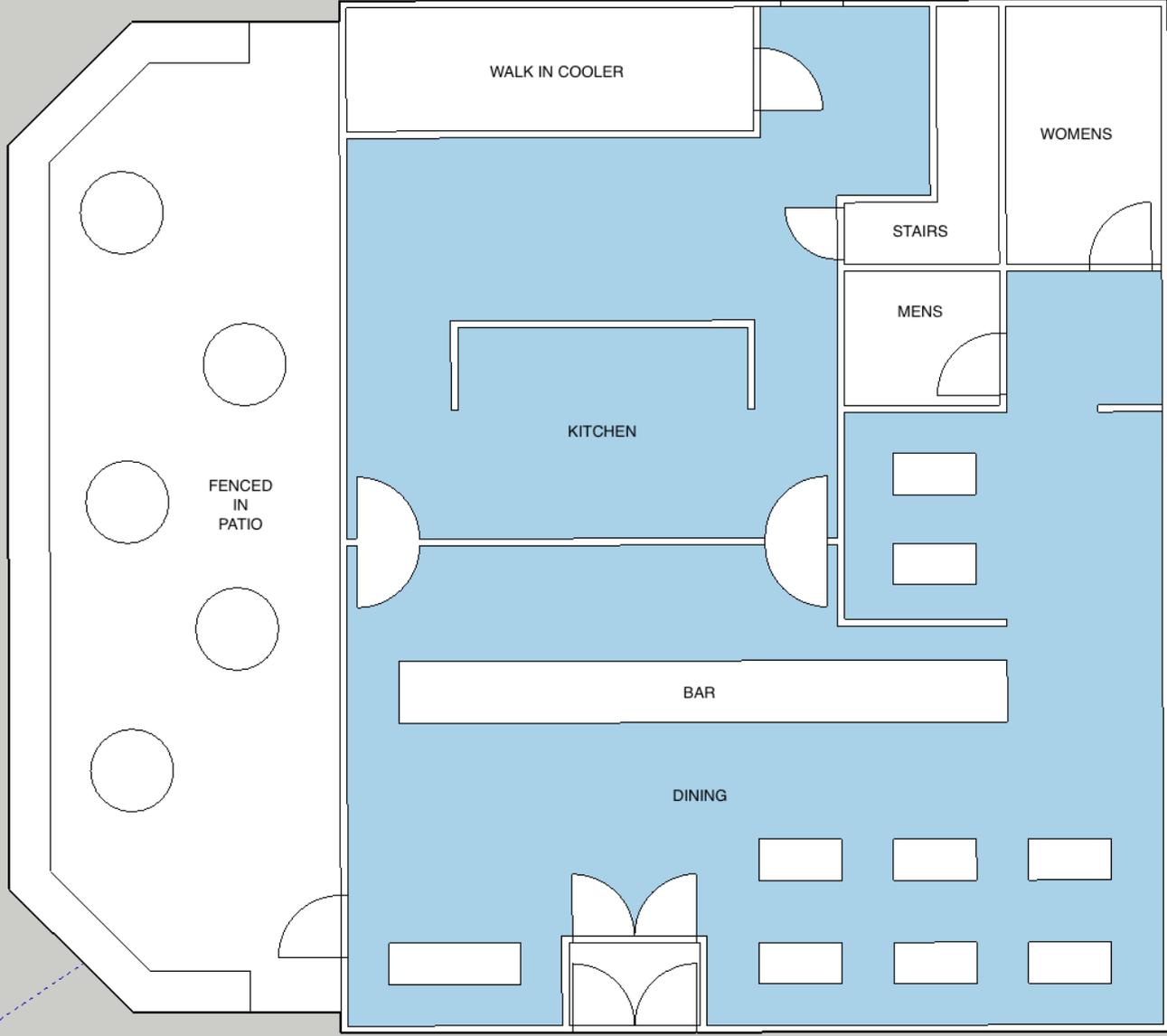
Sarah Morgan
Printed Name

Printed Name

[Signature]
Signature

Signature





TAP Series, LLC

Certificate Of Achievement

It is hereby certified that on **April 01, 2019**

Sarah Morgan

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.

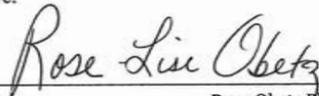


George Roughan, President
TAP Series, LLC

5A-1135096

info@tapseries.com

To verify this certificate, go to tapseries.com/verify
(888) 826-5222



Rose Obetz PhD.

ServSafe® CERTIFICATION

SARAH MORGAN

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)—Conference for Food Protection (CFP).

17574263

CERTIFICATE NUMBER

3/12/2019

DATE OF EXAMINATION

Local laws apply. Check with your local regulatory agency for recertification requirements.

5418

EXAM FORM NUMBER

3/12/2024

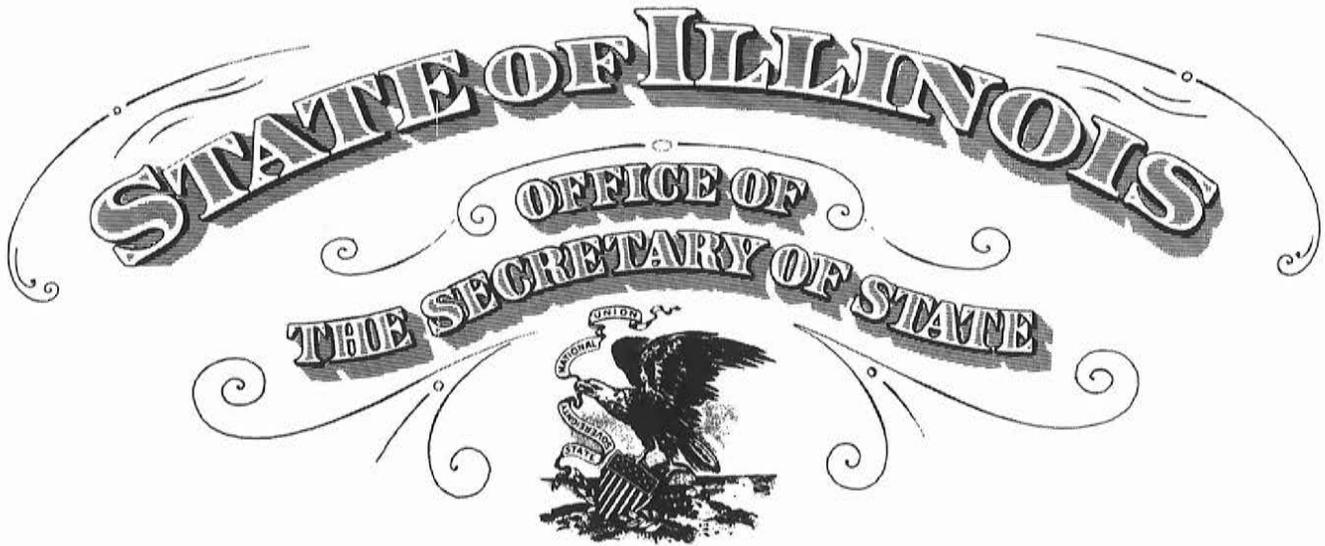
DATE OF EXPIRATION



#0655

Sheri L. Brown
Executive Vice President, National Restaurant Association Solutions





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

TWO CHERRIES, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON APRIL 02, 2019, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 8TH day of APRIL A.D. 2019 .

Jesse White

SECRETARY OF STATE



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

Illinois Business Tax (IBT) #:
Date Business started at this location (Month\Day\Year):
Describe your type of Business: *Restaurant*

DBA Business Name: *The Pass Pub and Grill*
Address: *2303 E. Washington, Suite 600H
Bloomington, IL 61704*
Contact: *Sarah Morgan*
Phone: [Redacted] **Fax:**
Email: [Redacted] *@yahoo.com*

Owner/Corporate Name:
(if different from above) *Two Cherries, LLC*
Address: *2303 E. Washington, Suite 600H
Bloomington IL 61704*
Contact: *Sarah Morgan*
Phone: [Redacted] **Fax:**
Email: [Redacted] *@yahoo.com*

Please check here to have all correspondence mailed to corporate address instead of the physical address.

Type of Organization: Sole Proprietorship Partnership
 Corporation LLC
 Other _____

► **Mail, Drop Off, Fax, or Email to:** **Address:** City Hall
Finance Department
Room 100
109 E. Olive Street
Bloomington, IL 61702
Fax: 309-434-2463
Email: finance@cityblm.org
Phone: 309-434-2233

► Under penalty provided by law, I declare that to the best of my knowledge and belief, the information furnished herein is true, correct and complete.

Signature: [Redacted] *Sarah Morgan, President*
 Date: *4/4/19*

CITY OF BLOOMINGTON
PUBLIC HEARING NOTICE

On Tuesday, May 14, 2019, at 4:00 P.M., in the City Hall Council Chambers, located at 109 E. Olive St., the Bloomington Liquor Commission will conduct a Public Hearing on the Application of Two Cherries, LLC d/b/a The Pass Pub and Grill, located at 2303 E. Washington St., Suite 600-H, requesting a Class RAS (Restaurant/All Types/Sunday Sales) liquor license, which would allow the sale of all types of alcoholic liquor 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, preferably no later than five days before the hearing.

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

Leslie Yocum, Interim City Clerk

Publication Date: May 3, 2019, Pantagraph Newspaper



AGENDA ITEM NO. 7N

FOR COUNCIL: June 10, 2019

SPONSORING DEPARTMENT: City Clerk

SUBJECT: Consideration and action on the application of R. J. Just, Inc. d/b/a Rob Dobs Restaurant and Bar, located at 801 N. Hershey Rd., requesting a Class RAPS (Restaurant/All Types/Package/Sunday Sales) liquor license, which would allow the sale of all types of alcoholic liquor by the glass for consumption on the premises and sale of packaged alcoholic liquor for consumption off premises seven (7) days a week, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed license be approved.

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

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

BACKGROUND: The Bloomington Liquor Commission met on May 14, 2019, to consider an application by R. J. Just, Inc. d/b/a Rob Dobs Restaurant and Bar, located at 801 N. Hershey Rd., requesting a Class RAPS (Restaurant/All Types/Package/Sunday Sales) liquor license, which would allow the sale of all types of alcoholic liquor by the glass for consumption on the premises and sale of packaged alcoholic liquor for consumption off premises seven (7) days a week.

Commissioners present: Tari Renner, Lindsey Powell, Jim Jordan.

Staff present: George Boyle, Asst. Corporation Counsel; Asst. Police Chief Dan Donath; and Leslie Yocum, City Clerk.

Mr. Robert Dobski, owner of R. J. Just, Inc. d/b/a Rob Dobs Restaurant and Bar, addressed the Commission.

Mr. Dobski described the restaurant to the Commission. The restaurant will be a full menu restaurant with the capacity to seat 260 patrons. There will be a piano in the lounge area. There will be capacity to seat an additional 65 patrons outside on the patio. The restaurant will be open for lunch and dinner from 10:30 AM to 9:00 PM Sunday through Thursday and open at 10:00 AM on Friday and Saturday.

The Police Department had no concerns.

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

Ayes: Commissioners Jordan, Powell and Renner.

Nays: None.

Motion carried.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, on May 3, 2019, public notice was published in the Pantagraph. A total of forty-eight (48) courtesy copies of the Public Notice were mailed to businesses within 500 feet of the primary place of business for the proposed license. The Agenda for the May 14, 2019 meeting of the Liquor Commission was placed on the City's website.

FINANCIAL IMPACT: The annual license fee for a Class RAPS liquor license is \$2,950, which will be recorded in the Non-Departmental Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2020 Proposed Budget Book titled "Budget Overview & General Fund" on page 110.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Amanda Mohan, Records & Licensing Specialist

Reviewed By: Leslie Yocum, City Clerk

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager

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

Recommended by:



Tim Gleason
City Manager

Attachments:

- CLK 8B Liquor License Application Rob Dobs
- CLK 8C Public Notice Rob Dobs

OFFICE USE ONLY

Submittal Date: 04.05.19
Renewal Type (A, SA): A
Staff Initials: Alara



Business Contact Sheet

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

Doing Business As (D/B/A): "Rob Dobs" RESTAURANT and BAR

Business Address: 801 N. HERSHEY

City/State: BLOOMINGTON, ILLINOIS

Zip Code: 61704

Business Phone Number: [REDACTED]

Business Email Address: [REDACTED]@gmail.com

Please list an email address where all billing information will be received by the business. *Please note that if this email address changes, it is the responsibility of the business to notify the City to ensure all information is received.*

Billing Email Address: [REDACTED]@gmail.com

License Renewals

Please list those responsible for License Renewals for the above establishment.

Primary Contact:

Name: ROBERT A. DOBSKI Phone Number: [REDACTED]

Address: [REDACTED] City/State: BLOOMINGTON, ILL Zip Code: 61704

Alternate Contact:

Name: JULIE DOBSKI Phone Number: 309- [REDACTED]

Address: [REDACTED] City/State: BLOOMINGTON, ILL Zip Code: 61704

Manager:

Name: _____ Phone Number: _____

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



Liquor License Application Questionnaire

TO THE APPLICANT:

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

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

LEGAL REQUIREMENTS:

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



NATURE OF LICENSE:

1. What class liquor license are you seeking? (Please read descriptions below) RA/S

TYPE	DESCRIPTION
CA	Clubs - All Types of Liquor
CB	Clubs - Beer and Wine Only
EA	Entertainment/Recreational Sports Venue - All Types of Liquor
EB	Entertainment/Recreational Sports Venue - Beer and Wine Only
GPA	Convenience Store - All Types of Liquor
GPB	Convenience Store - Beer and Wine Only
PA	Package Sales - All Types of Liquor
PB	Package Sales - Beer and Wine Only
RAP	Restaurant & Package Sales - All Types of Liquor
RA	Restaurant - All Types of Liquor
RB	Restaurant - Beer and Wine Only
TAP	Tavern & Package Sales - All Types of Liquor
TA	Tavern - All Types of Liquor
TB	Tavern - Beer and Wine Only
S	Sunday Sales

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

3. State the significance of a liquor license to your establishment, present or future:
NECESSARY FOR THE RESTAURANT TO COMPLIMENT THE FOOD BEING SERVED / ALCOHOLIC DRINKS ARE NECESSARY

4. How will a liquor license of the kind requested benefit the City of Bloomington and its residents?
ADD A NEW CHOICE OF "FULL MENU" RESTAURANT FOR BLOOMINGTON TO CHOOSE FROM

5. Upon what facts do you base your answers to the previous question?
THE NEED AND INTEREST OF THE COMMUNITY TO OPEN A RESTAURANT THAT IS NOT A "CHAIN" OR "FRANCHISE" -

6. Do you intend to furnish live entertainment in the establishment to be licensed? Y N
a. If you answered "YES" to the previous question, state the nature of such Entertainment: PIANO PLAYER.

7. Will most of the establishment's gross revenue come from sources other than the sale of alcohol? Y N
a. If you answered "YES" to the previous question, from what sources will such revenue be derived? SALE OF FOOD i.e. MEALS PREPARED AT THE RESTAURANT.

8. Do you intend to obtain an additional license for any of the following:

- Y N Public Dancing*
- Y N Tobacco*
- Y N Amusement* (If yes, which type: _____)
- Y N Miscellaneous* (If yes, which type: _____)

***ALL ADDITIONAL LICENSES REQUIRE ADDITIONAL APPLICATION AND FEE PER LICENSE TYPE.**

AMUSEMENT

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

MISCELLANEOUS

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

IMPACT OF ESTABLISHMENT:

1. State the location of your establishment:

Address: 801 N. HERSHEY City/State: BLOOMINGTON, ILL Zip: 61704

2. What hours will the establishment be open?

DAY	TIME OPEN	DAY	TIME CLOSE
Monday:	<u>10:30 AM</u>	Monday:	<u>10 PM</u>
Tuesday:	<u>10:30 AM</u>	Tuesday:	<u>10 PM</u>
Wednesday:	<u>10:30 AM</u>	Wednesday:	<u>10 PM</u>
Thursday:	<u>10:30 AM</u>	Thursday:	<u>10 PM</u>
Friday:	<u>10:30 AM</u>	Friday:	<u>11 PM</u>
Saturday:	<u>10:30 AM</u>	Saturday:	<u>11 PM</u>
Sunday:	<u>10:30 AM</u>	Sunday:	<u>10 PM</u>

3. What type or types of building(s) adjoin the establishment? LEASED OFFICE
SPACE

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?
RETAIL / INSURANCE CO. / HAIR STYLISTS / INVESTMENT Co.
FAST FOOD / CONVENIENT STORE / GAS STATION

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

5. How much additional traffic do you expect the establishment with a liquor license to generate? NOT SURE AT THIS TIME

6. Describe on and off street parking facilities to handle traffic anticipated:
PARKING LOT / ADJACENT to the RESTAURANT "Rob Jobs"

7. How many establishments with liquor licenses are located within the immediate area of your establishment? 6

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

9. Upon what facts do you base your answer to the previous question?
COMMENTS FROM LOCAL RESIDENTS, BUSINESSES, FRIENDS, etc

RESPONSIBILITY:

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

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

3. Do you now or have you ever had a Bloomington liquor license? Y N

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

DATED this 4 day of APRIL, 20 19.

SIGNED:

ROBERT A. DOBSKI
Printed Name
[Redacted Signature]
Signature
OWNER/OPERATOR
Title
[Redacted Address]
Address
BLOOMINGTON, ILL 61704
City/State/Zip Code

JULIE DOBSKI
Printed Name
[Redacted Signature]
Signature
OWNER/OPERATOR
Title
[Redacted Address]
Address
BLOOMINGTON, ILL 61704
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 RA/S LICENSE to sell Malt Vinous Beverages, pursuant to Chapter 6 of the Bloomington City Code 1960.

2. The undersigned applicant is (Check One and Complete the Corresponding Section):

an Individual a Partnership a Corporation

If an Individual:

Name: _____ Age: _____
 Address: _____ City/State/Zip: _____
 Have you been a legal resident of the City of Bloomington for more than one (1) year? Y N

If a Partnership:

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

Name: _____ Age: _____
 Address: _____ City/State/Zip: _____
 Have you been a legal resident of the City of Bloomington for more than one (1) year? Y N

Name: _____ Age: _____
 Address: _____ City/State/Zip: _____
 Have you been a legal resident of the City of Bloomington for more than one (1) year? Y N

If a Corporation/LLC:

R. J. JUST INC.

Date of Incorporation: 07/1984 (MO) → ILLINOIS IN 12/12/88
 State whether same is organized for profit or nonprofit , under laws of the State of IL.
 (Attach objects of Incorporation according to the Charter of Corporation.)

The following are the names and addresses of all officers and directors of the said corporation and if the majority of stock is owned by one person, name and address (if more space is needed, attach additional page):

Name: ROBERT A. DOBSKI Title: PRESIDENT
 Address: [REDACTED] City/State/Zip: BLOOMINGTON, ILL 61704
 Name: JULIE DOBSKI Title: SECRETARY
 Address: [REDACTED] City/State/Zip: BLOOMINGTON, ILL 61704



3. Location and description of the premises or place of business to be operated under this license: " ROB DOBS " RESTAURANT and BAR

801 N. HERSEY / BLOOMINGTON, ILL 60174

a. Trade Name: " ROB DOBS "

-- Please answer the following questions by selecting Y (yes) or N (no) --

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

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

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

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

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

If yes, please fully explain: _____

Y N Has any other license issued to individual applicant, or to any partner, officer, director, or majority stockholder, issued for sale of alcoholic beverages, ever been revoked?

If yes, give further details: _____

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

Y N Is the applicant herein, the owner of the premises for which this license is sought?

If no, list the information of the building owner:

Name: _____ Term of Lease: _____ to _____

Address: _____ City/State/Zip: _____

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



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

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

Dated this 4 day of APRIL, 2019

A. Individual

_____	_____
Printed Name of Applicant	Signature of Applicant

B. Partnership

Business Name	
_____	_____
Printed Name of Partner	Signature of Partner
_____	_____
Printed Name of Partner	Signature of Partner

C. Corporation/LLC

Corporate Name	
_____	_____
Printed Name of President	Signature of President
ATTEST	
_____	_____
Printed Name of Secretary	Signature of Secretary
And the following officers, directors, or majority stockholders:	
_____	_____
_____	_____

CONTINUE TO NEXT PAGE FOR NOTARY ACKNOWLEDGEMENT



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 4TH day of APRIL, 2019, who deposes and says that he/she has read the foregoing application subscribed by him/her, and that the matters stated herein are true to the best of his/her knowledge and belief.

[Handwritten Signature]
Notary Public

My Commission Expires: 11/15/2020



Application for the Sunday Sale of Alcoholic Beverages

This application is being submitted as:

A New Application Renewal (Change to Original Application)

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

R.J. JUST INC. / d.b.a. Rob Dobs RESTAURANT and BAR
NAME OF APPLICANT

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

1. A **CLASS RA LIQUOR LICENSE** is currently held by or is being applied for by the Applicant and it authorizes or will authorize the liquor sales on Monday-Saturday.
2. The Applicant herein requests a **CLASS S LICENSE** to authorize the operation of the Applicant's liquor establishment on Sundays in the same manner as is or will be authorized by and during the valid period of the license referred to in Paragraph 1 hereof.
3. The Applicant and each and every partner, officer, director, majority stockholder or agent thereof, agree and acknowledge the following:
 - (a) Any license issued hereunder may be revoked in accordance with the Ordinances of the City of Bloomington;
 - (b) All persons who are employed by or who have an ownership interest in the Applicant will testify under oath to all competent, relevant, and material questions propounded to any of them in any hearing conducted by the local Liquor Commissioner;
 - (c) Failure of any person to testify according to the provisions of subsection (b) above shall be sufficient reason for suspension or revocation of any license which may be issued pursuant to this Application; and
 - (d) The Applicant will furnish, upon request from the Liquor Commissioner, any books and/or records of its business operations which are relevant to the question of whether such Applicant qualifies or has qualified at any time for the basic license or for the license which may be issued pursuant to this Application.

CONTINUE FOR SIGNATURE PAGE



Dated this 4 day of APRIL, 2019.

A. Individual

_____	_____
Printed Name of Applicant	Signature of Applicant

B. Partnership

Business Name	
_____	_____
Printed Name of Partner	Signature of Partner
_____	_____
Printed Name of Partner	Signature of Partner

C. Corporation/LLC

Corporate Name	
_____	_____
Printed Name of President	Signature of President
ATTEST	
_____	_____
Printed Name of Secretary	Signature of Secretary
And the following officers, directors, or majority stockholders:	
_____	_____
_____	_____

CONTINUE TO NEXT PAGE FOR NOTARY ACKNOWLEDGEMENT



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 4 day of APRIL, 2019, who deposes and says that he/she has read the foregoing application subscribed by him/her, and that the matters stated herein are true to the best of his/her knowledge and belief.

[Signature]
Notary Public

My Commission Expires: 11/15/2020



PERSONAL FINANCIAL STATEMENT

Submitted to: Bloomington Liquor Control Commission

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

Name:	ROBERT A. DOBSKI
Address:	[REDACTED]
City, State & Zip Code:	BLOOMINGTON ILL 61704
Personal Phone Number:	[REDACTED]
Position or Occupation:	RETIRED/ OWNER of McDONALDS
Length of Employment:	35 yrs
Business Name:	"ROB DOB'S" RESTAURANT & BAR
Business Address:	801 N. HERSHEY RD.
City, State & Zip Code:	BLOOMINGTON, ILL 61704
Business Phone Number:	[REDACTED]

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

Name:	JULIE DOBSKI
Address:	[REDACTED]
City, State & Zip Code:	BLOOMINGTON, ILLINOIS 61704
Personal Phone Number:	309-[REDACTED]
Position or Occupation:	OWNER / "LITTLE JEWELS LEARNING Center"
Length of Employment:	15 yrs
Business Name:	"ROB DOB'S" RESTAURANT & BAR / 4117 E. OAKLAND BLOOMINGTON, ILL
Business Address:	801 N. HERSHEY RD 61704
City, State & Zip Code:	BLOOMINGTON, ILL 61704
Business Phone Number:	[REDACTED]

File Number

5532-178-7



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

R. J. JUST, INC., INCORPORATED IN MISSOURI AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON DECEMBER 12, 1988, 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 3RD day of APRIL A.D. 2019 .

Jesse White

SECRETARY OF STATE

Authentication #: 1909303226 verifiable until 04/03/2020

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

JESSE WHITE
SECRETARY OF STATE



CORPORATION FILE DETAIL REPORT

Entity Name	R. J. JUST, INC.	File Number	55321787
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	FOREIGN BCA
Qualification Date (Foreign)	12/12/1988	State	MISSOURI
Agent Name	ROBERT A DOBSKI	Agent Change Date	03/18/1998
Agent Street Address	14 WORTHINGTON	President Name & Address	ROBERT A DOBSKI 14 WORTHINGTON CT BLOOMINGTON 61704
Agent City	BLOOMINGTON	Secretary Name & Address	JULIE DOBSKI SAME
Agent Zip	61704	Duration Date	PERPETUAL
Annual Report Filing Date	11/20/2014	For Year	2014

[Return to the Search Screen](#)

Purchase Certificate of Good Standing

(One Certificate per Transaction)



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

Illinois Business Tax (IBT) #: 2106-9921
 Date Business started at this location (Month\Day\Year):
 Describe your type of Business: RESTAURANT and BAR

DBA Business Name: "ROB DOB'S RESTAURANT + BAR
 Address: 801 N. HERSHEY RD
BLOOMINGTON ILL 61704
 Contact: ROBERT A. DOBSKI
 Phone: [Redacted] Fax: [Redacted]
 Email: [Redacted] @ gmail.com

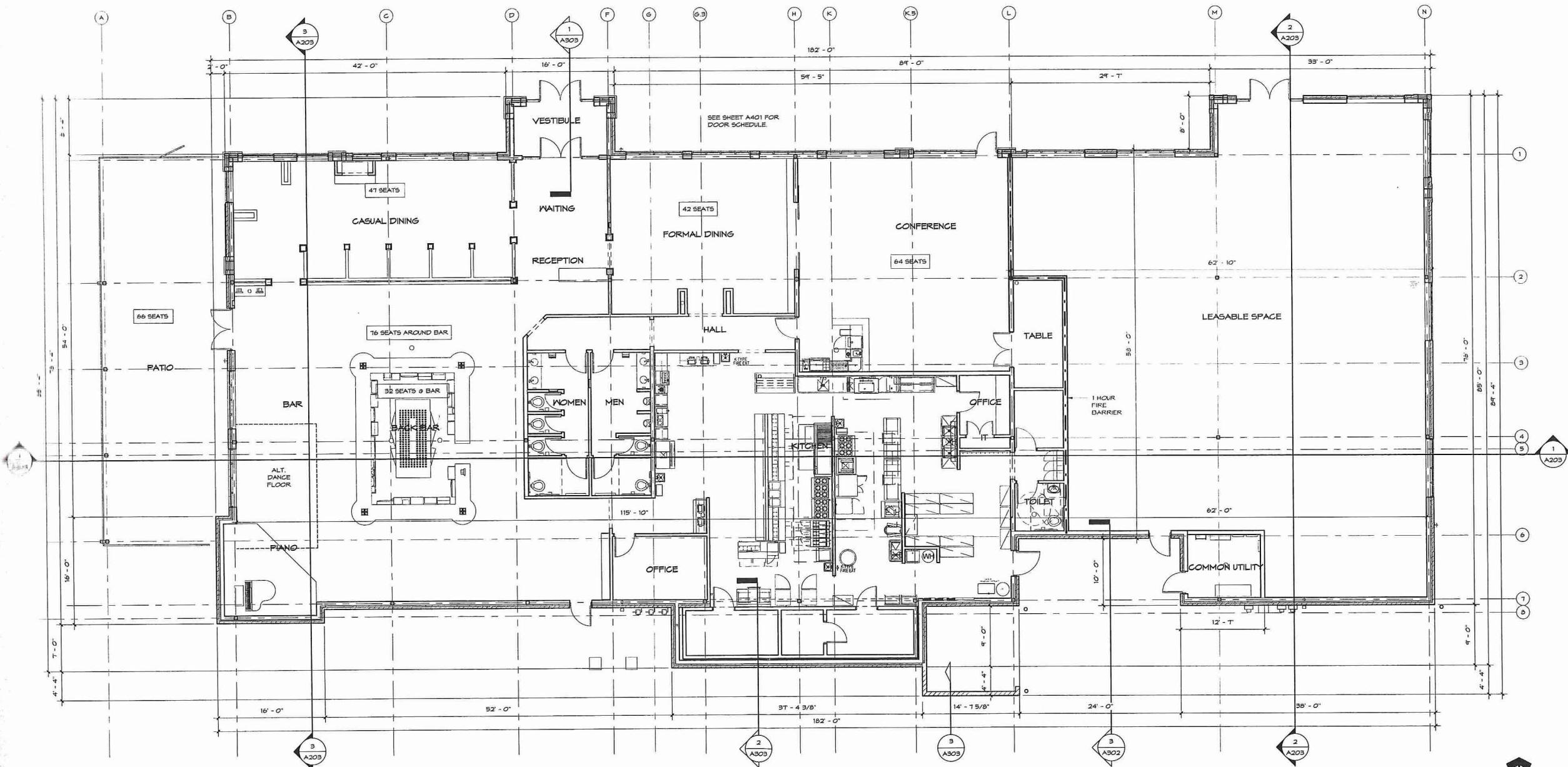
Owner/Corporate Name: R. J. JUST INC.
 (if different from above)
 Address: 1607 COMMERGE PKWY.
BLOOMINGTON, ILL 61704
 Contact: BOB DOBSKI
 Phone: [Redacted] Fax: [Redacted]
 Email: [Redacted] @ gmail.com

Please check here to have all correspondence mailed to corporate address instead of the physical address.

Type of Organization: Sole Proprietorship Partnership
 Corporation LLC
 Other _____

Mail, Drop Off, Fax, or Email to: Address: City Hall
 Finance Department
 Room 100
 109 E. Olive Street
 Bloomington, IL 61702
 Fax: 309-434-2463
 Email: finance@cityblm.org
 Phone: 309-434-2233

Under penalties as provided by law, I declare that to the best of my knowledge and belief, the information on this form is true, correct and complete.
 Sig: [Redacted] Date: 4/1/2019
ROBERT A. DOBSKI as PRES. R.J. JUST INC.
 Print Name and Title



1 FLOOR PLAN
1/8" = 1'-0"

64
42
47
76

229
32
261
66

FOR CONSTRUCTION

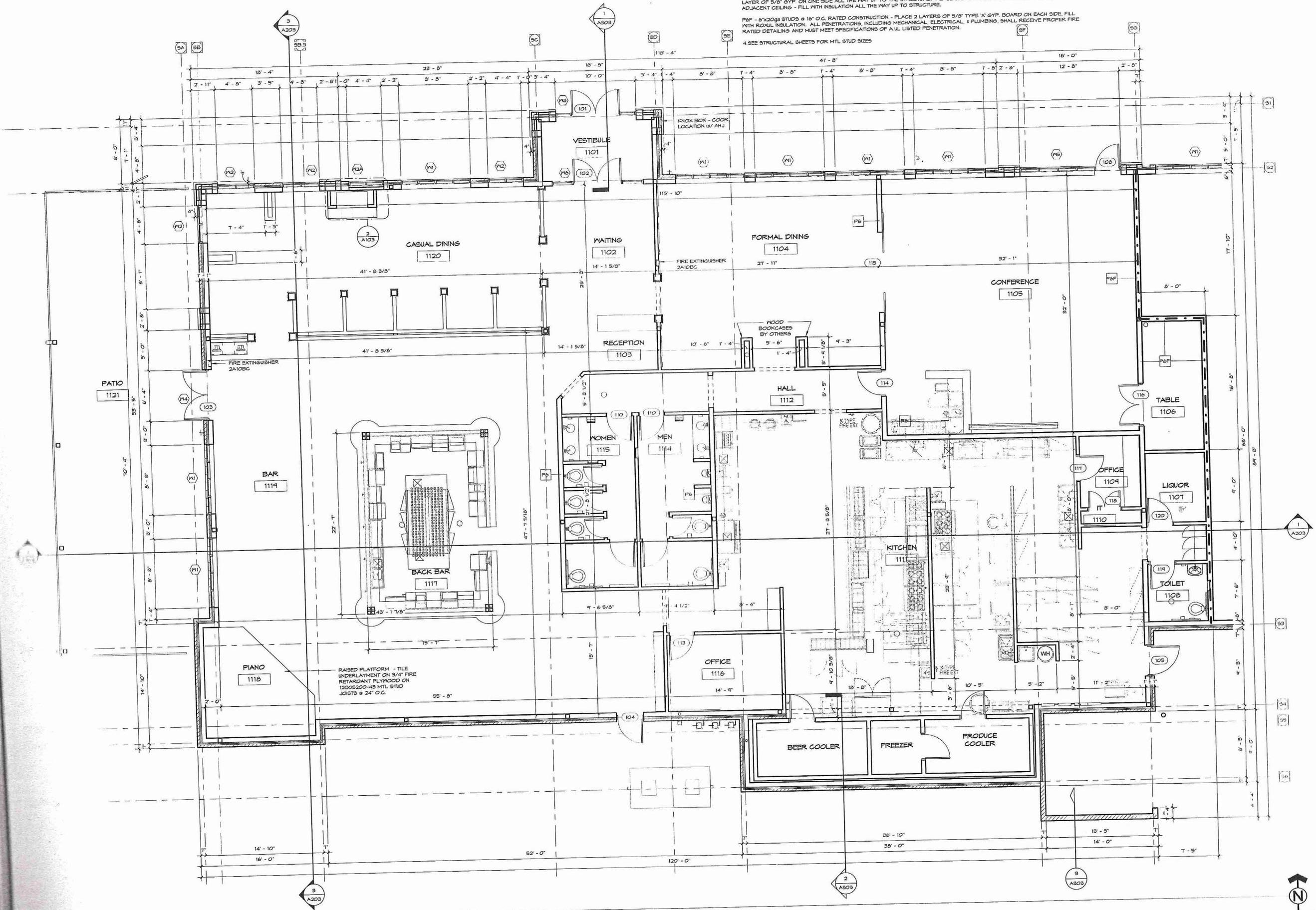
No.	Date	REVISIONS

EA ARCHITECTURE & DESIGN, INC.
2416 E. WASHINGTON ST., SUITE C-3
BLOOMINGTON, ILLINOIS 61704
PHONE: (309) 663-7111 FAX: (309) 663-7222
DESIGN FIRM #184.007110

ROB DOBS
801 N HERSHEY ROAD
BLOOMINGTON, ILLINOIS 61704

DATE: 10/5/18
SCALE: AS NOTED
DRAWN BY: npe
JOB: 18-007
OVERALL FLOOR PLAN
SHEET: A101
OF

FOR CONSTRUCTION



2. PARTITION TYPES
 P4 - 3 5/8" x 20ga STUDS @ 16" O.C. - RUN TO THE STRUCTURE ABOVE - BRACE STUD @ 12'-0" TO PREVENT DEFLECTION. PLACE 1 - LAYER OF 5/8" GYP. ON ONE SIDE ALL THE WAY UP TO THE STRUCTURE. PLACE 5/8" GYP. ON THE OTHER SIDE 12" ABOVE ADJACENT CEILING - FILL WITH INSULATION ALL THE WAY UP TO STRUCTURE.
 P5 - 5" x 20ga STUDS @ 16" O.C. - RUN TO THE STRUCTURE ABOVE - BRACE STUD @ 12'-6" TO PREVENT DEFLECTION. PLACE 1 - LAYER OF 5/8" GYP. ON ONE SIDE ALL THE WAY UP TO THE STRUCTURE. PLACE 5/8" GYP. ON THE OTHER SIDE 12" ABOVE ADJACENT CEILING - FILL WITH INSULATION ALL THE WAY UP TO STRUCTURE.
 P6F - 5" x 20ga STUDS @ 16" O.C. RATED CONSTRUCTION - PLACE 2 LAYERS OF 5/8" TYPE 'X' GYP. BOARD ON EACH SIDE. FILL WITH ROXUL INSULATION. ALL PENETRATIONS, INCLUDING MECHANICAL, ELECTRICAL, PLUMBING, SHALL RECEIVE PROPER FIRE RATED DETAILS AND MUST MEET SPECIFICATIONS OF A UL LISTED PENETRATION.
 4. SEE STRUCTURAL SHEETS FOR MTL STUD SIZES

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EA ARCHITECTURE & DESIGN, INC.
 2416 E WASHINGTON ST., SUITE C-5
 BLOOMINGTON, ILLINOIS 61704
 PHONE: (309) 663-1111 FAX: (309) 663-1222
 DESIGN FIRM #184-00110

ROB DOBS
 801 N HERSHEY ROAD
 BLOOMINGTON, ILLINOIS 61704

DATE	10/5/18
SCALE	AS NOTED
DRAWN BY	npe
JOB	18-001
ENLARGED RESTAURANT PLAN SHEET	A102
OF	

CITY OF BLOOMINGTON
PUBLIC HEARING AMENDED NOTICE

On Tuesday, May 14, 2019 at 4:00 P.M., in the City Hall Council Chambers, located at 109 E. Olive St., the Bloomington Liquor Commission will conduct a Public Hearing on the Application of R. J. Just, Inc. d/b/a Rob Dobs Restaurant and Bar, located at 801 N. Hershey Rd., requesting a Class RAPS (Restaurant/All Types/Packaged/Sunday Sales) liquor license, which would allow the sale of all types of alcoholic liquor by the glass for consumption on the premises, and packaged sales off the premises, seven (7) days a week.

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

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

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

Leslie Yocum, Interim City Clerk

Publication Date: May 7, 2019, Pantagraph Newspaper



CONSENT AGENDA ITEM NO. 70

FOR COUNCIL: June 10, 2019

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration and action on a Lake Bloomington Lease Transfer of Lot 1, Block 21 in Camp Potawatomie, from Vicken and Sally Chalian to the petitioner, Mark and Karen Oostman, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Lease Transfer be approved.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1a. Budget with adequate resources to support defined services and level of services.

BACKGROUND: The Public Works Department is recommending the approval of a Petition for the Lake Bloomington Lease Transfer of Lot 1, Block 21, in Camp Potawatomie from Vicken and Sally Chalian to the petitioners, Mark and Karen Oostman. Lot 1 has a residence, a septic system, and a dock.



A licensed septic system inspector, Jeff Litwiller, inspected the septic system on April 4, 2019, and found the septic system to be in good repair and within the size requirements approved by the McLean County Health Department. In addition, staff has investigated the property and found no deficiencies or ordinance violations for the subject property.

There is currently a boat dock on the subject lot. Pursuant to Ordinance 2018-87, passed by the City Council on October 8, 2018, boat docks are allowed on leased lots with a residence and a valid lease with the City of Bloomington, so long as they obtain a permit.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This petition will have a neutral financial impact in that the current lease uses the current formula of \$0.40 per \$100.00 Equalized Assessed Value for determining the Lake Lease Fee. With the current lease rate formula of \$0.40 per \$100.00 Equalized Assessed Value this lease will generate about \$1,261.66. per year in lease income and \$128.28 for lot garbage pickup. Lease revenue is posted into the Water Lake Maintenance Lease Income

account (50100140-57590). The Garbage Collection fee is recorded in the Lake Maintenance-Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY 2020 Proposed Budget Book titled "Other Funds & Capital Improvements" on page 86.

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

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

Respectfully submitted for Council consideration.

Prepared By: Joseph M. Darter, Property Manager
Brett Lueschen, Operations Manager
Michael Hill, Management Analyst

Reviewed By: Jim Karch, P.E., MPA, Director of Public Works

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:

- PW 1B Current Lease Potawatomie
- PW 1C Petition Memo Potawatomie
- PW 1D Transfer Petition Potawatomie
- PW 1E MCHD Eval Potawatomie
- PW 1F Oostman Lease Potawatomie
- PW 1G Location Map Potawatomie
- PW 1H Plat Map Potawatomie
- PW 1I Structure Map Potawatomie
- PW 1J Photographs Potawatomie

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 14th day of October, 2002 between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called "City," and V.S. Chalian and Sally H. Chalian (if more than one Lessee, as joint tenants of the City of Bloomington, County of McLean, State of Illinois, hereinafter called "Lessee,"

WITNESSETH

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. PREMISES. The City leases to Lessee the following described real estate owned by the City in the vicinity of Lake Bloomington, Illinois as follows:

A part of the Northeast Quarter of Section 12, Township 25 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois and Lot 1 in Block 21 in the Resurvey of Blocks 21 and 22 in Camp Potawatomic in said Northeast Quarter as shown on an unrecorded plat prepared by the Office of the City Engineer, Bloomington, McLean County, Illinois as said Resurvey was approved by the Bloomington City Council on March 20, 1936, more particularly described as follows: Beginning at the Northwest Corner of Lot 1 in Block 21 in said Resurvey, said Northwest Corner also being the Northeast Corner of Lot 1 in Block 22 in said Resurvey. From said Point of Beginning, thence south 34°-20'-46" east (bearings are assumed for descriptive purposes) 189.46 feet along the West Line of said Lot 1 in Block 21 to the Southwest Corner thereof; thence north 84°-14'-39" east 112.34 feet along the South Line of said Lot 1 in Block 21 to the Southeast Corner thereof; thence north 29°-21'-32" east 45.00 feet; thence north 23°-25'-16" west 61.00 feet; thence north 47°-18'-59" west 66.83 feet to the Easterly Extension of the North Line of said Lot 1 in Block 21; thence north 84°-49'-19" west 115.73 feet along said Easterly Extension and said North Line; thence south 83°-39'-48" west 52.42 feet along said North Line to the Point of Beginning, containing 0.573 acre, more or less.

2. TERM OF LEASE. The term of this Lease shall be for a term commencing (cross out the one that does not apply) (on the date of this Lease) (on January 1 following the date of this Lease) and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.

3. RENT.

A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:

~~1) If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ (\$.15) per \$100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.~~

2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ (\$.15) per \$100 EAV, the rent shall be charged at the rate of 40¢ (\$.40) per \$100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.

~~3) If the Lessee is not eligible for the 15¢ (\$.15) or 40¢ (\$.40) per \$100 EAV rental rate, the rent shall be charged at the rate of _____¢ (\$._____) per \$100 EAV.~~

SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.

B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.

4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any

subdivision thereof.

5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises. Lessee shall not be permitted, under any circumstances, to erect any structure or part thereof within the base flood elevation, which has been established by Lessor as 722.9.

6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.

7. WATER. Lessee shall be permitted to purchase water from the City through water mains provided by the City, and ~~Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers.~~ Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.

8. GARBAGE. City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.

9. ASSIGNMENT. Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.

10. RULES & REGULATIONS. Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.

11. USE OF AND ACCESS TO LAKE. Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.

12. TREE CUTTING. No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.

13. DEFAULT. If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely be cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, ~~then Lessor may terminate this Lease on not less than thirty (30) days notice to~~ Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.

14. TERMINATION BY LESSEE. Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.

15. EMINENT DOMAIN. If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between City and Lessee as follows:

That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the leased premises or the improvements located thereon shall be paid to Lessee.

16. PRIOR LEASE TERMINATED. If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.

17. NOTICE. Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

City

Lessee

City of Bloomington
City Hall
109 E. Olive Street
Bloomington, IL 61701

V.S. and Sally F. Chalian
1706 Sweetbriar Drive
Bloomington, IL 61701

18. BINDING EFFECT. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

~~IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.~~

-Lessor-

-Lessee-

CITY OF BLOOMINGTON

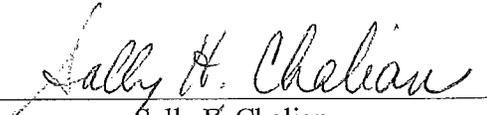
By:


Its Mayor

Attest:




V.S. Chalian


Sally F. Chalian
H

LAKE BLOOMINGTON LEASE TRANSFER PETITION

That the purchase price and rentals having been paid to the City of Bloomington for:

Lot 137 Block _____ of Camp Potowatomie

I respectfully petition the City Council of the City of Bloomington, Illinois to approve the transfer of the Lease on the above property:

From: Vicken and Sally Chalian (Sellers Name)

To: Mark and Karen Oostman (Buyers Name)

[Signature]
Sally Chalian (Signatures of Seller)

To the Honorable Mayor and City Council of the City of Bloomington, Illinois:

Now comes Mark and Karen Oostman (Buyer) and respectfully shows that He/She/They became the purchaser of all right, title and interest of Vicken and Sally Chalian (Seller) In and

to the Lease made on the (Date) June 21, 2019 upon the above property, all located in McLean County, Illinois, together with all the improvements, buildings and appurtenances thereon situated and thereunto belonging, and that the said (Seller)

Vicken and Sally Chalian

has executed deed of transfer of their interest in said premises and an assignment of the Leases therefore your petitioner.

Petitioner further shows that in and by the terms of said Leases it was provided that the Lessee shall not sell, assign or transfer said premises without the written consent of the Lessor.

Petitioner therefore prays that the written consent to said transfer may be forthwith provided by the said Lessor, the City of Bloomington, Illinois and your petitioner has submitted herewith a form of said written consent.

Respectfully submitted,
[Signature]
Karen Oostman
(Signature of Buyer(s))

WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON LOT _____
BLOCK _____ CAMP _____, OF LAKE BLOOMINGTON.

Now comes the City of Bloomington and gives this, its written consent to the assignment on all right, title and interest of (seller) _____ in and to the premises known as Lot _____ Block _____ in Camp _____, McLean County, Illinois and to the leases thereon executed by the City of Bloomington, Illinois.

Said consent to said assignment and transfer however, is with the express understanding that the said Lessor retains all right in said leases provided, and particularly its right to the payment of any unpaid rental thereon with all legal remedies incidental thereto.

Executed this _____ day of _____.

, Mayor

April 19, 2019

Ms. Sally Chalian
25017 Woodthrush Circle
Hudson, IL 61748

Re: Septic Permit #04-11986
Parcel #07-12-206-007
Lot 137, Lake Bloomington – Potowatomie Subdivision

Dear Ms. Chalian:

On April 4, 2019, this department received a septic system evaluation report from Mr. Jeff Litwiller, a McLean County licensed private sewage system installer, regarding the above-referenced property. The septic system evaluation was performed on March 22, 2019 and the following deficiencies were noted:

- The water softener discharges to the septic system. This may remain as is until the septic system is repaired or replaced.
- The septic tank does need to be pumped at this time. This department recommends the septic tank be pumped every three to five years. If the tank is not properly pumped to remove accumulated solids, the solids will start to bypass the baffles in the tank and cause rapid failure of the septic system.
- The alarm for the aerobic unit is located in the basement. This may remain as is until the septic system is repaired or replaced.
- There is not a maintenance contract currently in place for this system. This department recommends a maintenance contract be established.
- There is not a sample port with a screw on cap present. This must be provided. **A screw on cap has been provided and it was verified by Mr. Jared Johnson, of this department, on April 18, 2019.**

As the current owner of a surface discharging septic system (sand filter, aerobic treatment unit, etc.), this office is informing you of State wide changes in regulations regarding the operation and ownership of such discharging septic systems. They include the following:

1. As of February 10, 2014, any proposed new or replacement surface discharging system must have coverage under a National Pollutant Discharge
-

Ms. Sally Chalian

April 19, 2019

Page 2

Elimination System (NPDES) permit prior to installation. For more information, please visit our website at <https://health.mcleancountyil.gov>.

2. Routine sampling of the effluent discharged from the system and the reporting of the laboratory results to a regulatory agency or agencies.
3. The cost of effluent sampling and any additional treatment components needed to keep the system compliant with permit requirements will be the responsibility of the owner of the system.
4. The Illinois Department of Public Health (IDPH) now requires additional operation and maintenance for on-site wastewater treatment systems repaired or installed after January 1, 2014.
5. Future regulations may be implemented by the Illinois Environmental Protection Agency (IEPA) and/or the IDPH for systems constructed prior to February 10, 2014.

Chlorine tablets made for use in the chlorinator are available through the following companies:

Bradford Supply
2000 South Bunn Street
Bloomington, IL 61704
Phone: (309) 828-8313

Tolan's Excavating
2903 Gill Street
Bloomington, IL 61704
Phone: (309) 663-0191

Shoemaker Farm Drainage
202 W. Pine Street
LeRoy, IL 61752
Phone: (309) 962-3108

Zeschke Septic Cleaning
2408 Greyhound Road
Bloomington, IL 61704
Phone: (309) 808-2776

In summary, the septic system was installed in 2004 and is now approximately 15 years old. This office considers the average life expectancy of a septic system to be 20 to 25 years.

For information on routine operation and maintenance of your septic system, please visit our website at <https://health.mcleancountyil.gov>.

If you have any questions, please contact Mr. Johnson at (309) 888-5842.

Respectfully,



Thomas J. Anderson
Director of Environmental Health

cc: Mr. Jeff Litwiller, Wayne Litwiller Excavating, LLC
Mr. Rick Twait, City of Bloomington

TJA:AC:hm

AC-0601-19-046a

9:00 A.M.

For Office Use Only

EVALUATION REPORT FOR A MCLEAN COUNTY PRIVATE SEWAGE DISPOSAL SYSTEM

Log #: _____
Date Received: _____

This form is to be used for all inspections or evaluations of existing septic systems in McLean County. It is essential that the inspection be as complete as possible to determine the condition of the entire system. This includes interviewing the person who resides at or uses the building the septic system serves. Please complete all sections of the form that apply to the septic system you are evaluating. The tank must be uncovered with the baffles, liquid and sludge depths checked. At a minimum, the field must be probed to determine if there is water standing in the trenches. Upon probing, if it is determined there is water standing in the trenches, the Health Department highly recommends a minimum of two locations in the trenches be exposed to determine the condition of the rock and pipe. Any sign the system is failing or has not functioned properly must be thoroughly documented on this report. Place all comments in the comment section on the last page.

This evaluation is NOT FINAL until the McLean County Health Department has reviewed the information in this evaluation and issued a letter regarding the information to the parties listed in the evaluation.

1. Current Owner Information:

Name: Sally Chalian
Address: 25017 Woodthrush circle
Hudson, IL 61748
Phone #: Day: 309-261-3697 Home: _____

2. Requestor Information:

Name: _____
Address: _____
Phone #: Day: _____ Home: _____

3. Property Information:

Parcel Number (Tax ID): 18-07-12-206-007 Date Evaluation Performed: _____
Address of property evaluated: 25017 Woodthrush circle Sub. & Lot: _____
Permit available from Health Dept.: Yes No Permit Number: 04-11986

4. Interview Information:

Person interviewed: VICKEN CHALIAM Original owner: Yes No
Age of home (years): 15 yr Intended for seasonal use: Yes No
Date last occupied: CURRENT Number of occupants: 2
Has tank ever been pumped: Yes No If yes, how often: N/A

5. Interior Evaluation:

Number of bedrooms: 4 Garbage disposal: Yes No
Toilet tanks and other fixtures have evidence of leakage or overflow: Yes No
Water softener discharges to: SEPTIC Clothes washer discharges to: SEPTIC
Dishwasher discharges to: SEPTIC Hot tub discharges to: N/A
Basement plumbing fixtures: Discharge locations:
a. FULL BATH a. EJECTOR Pit - septic
b. DISHWASHER/SINK b. EJECTOR Pit - septic
c. _____ c. _____
d. _____ d. _____
Basement floor drains discharge to: SEPTIC Garage floor drains discharge to: N/A
Sump pit/pump discharges to: N/A Downspouts discharge to: YARD

6. Exterior Evaluation Points:

A. SEPTIC TANK(s) -- This Section N/A

All tanks must not be pumped before the inspection, but should be pumped after the inspection, if needed.

Tank One: N/A <input type="checkbox"/>	Yes	No	Tank Two: N/A <input checked="" type="checkbox"/>	Yes	No
Depth of soil to top of tank: <u>12"</u> inches			Depth of soil to top of tank: _____ inches		
Tank has access within 12" of ground surface: <input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tank has access within 12" of ground surface: <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Size: <u>250</u> gallons Type: <u>CONCRETE</u>			Size: _____ gallons Type: _____		
Meets current code: <input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Meets current code: <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tank lids in good condition: <input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tank lids in good condition: <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Inlet baffle in good condition: <input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Inlet baffle in good condition: <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Evidence of solids on inlet baffle: <input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evidence of solids on inlet baffle: <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Outlet baffle in good condition: <input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Outlet baffle in good condition: <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Evidence of solids on outlet baffle: <input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evidence of solids on outlet baffle: <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water standing in outlet: <input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water standing in outlet: <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water level below outlet: <input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water level below outlet: <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tank needs to be pumped: <input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tank needs to be pumped: <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Outlet device/filter on tank: <input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Outlet device/filter on tank: <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Type: <u>N/A</u>			Type: _____		
Back flow into tank from system after pumping: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>			Back flow into tank from system after pumping: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>		

B. SEEPAGE FIELD -- This Section N/A

Depth to top of field: _____ inches to _____ inches

Square feet of field: _____ square feet

Meets current code sizing requirements: Yes No

Seepage standing on ground surface: Yes No

Lush vegetation or saturated soil on or near seepage field area: Yes No

Evidence that water has ponded over seepage field or the soil is saturated: Yes No

Solids or "carry over" material present in the rock or bedding material: Yes No

Depth of water in trench: _____ inches

C. SERIAL DISTRIBUTION/STEP-DOWN -- This Section N/A

Are the serial distribution relief or "step-down" pipes in compliance with Section 905.60 (d) of the code? Yes No

D. SEEPAGE BED -- This Section N/A

Depth to top of bed: _____ inches to _____ inches

Square feet of bed: _____ square feet

Meets current code sizing requirements: Yes No

Seepage standing on ground surface: Yes No

Lush vegetation or saturated soil on or near seepage bed area: Yes No

Evidence water has ponded over seepage bed or is soil saturated: Yes No

Solids or "carry over" material present in the rock or bedding material: Yes No

Depth of water in the bed: _____ inches

E. SAND FILTER -- This Section N/A

Minimum soil cover depth to top of sand filter: 36" inches

Square feet of sand filter: 414 square feet

	Yes	No
Is water standing in the distribution pipes or in the rock that surrounds the pipe:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Meets current code sizing requirements:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Seepage standing on ground surface over filter:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Lush vegetation on or near sand filter:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Evidence if water has ponded over sand filter:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sand filter vented as required:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vent in good repair:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Chlorinator with screw on cap present:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Chlorinator tube with corrosion resistant handle present:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Evidence of chlorination:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Evidence of restricted flow in chlorinator:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sample port with screw on cap present:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Where does the contact tank discharge to: (Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.)	<u>Rock TRENCH (evap trench)</u>	

F. PUMP OR LIFT STATION -- This Section N/A

	Yes	No
Pump chamber an approved design:	<input type="checkbox"/>	<input type="checkbox"/>
Chamber volume 1.5 times the daily flow:	<input type="checkbox"/>	<input type="checkbox"/>
Is there a dual pump:	<input type="checkbox"/>	<input type="checkbox"/>
Alarm present:	<input type="checkbox"/>	<input type="checkbox"/>
Alarm location: _____		
Alarm properly working with audio and visual functions:	<input type="checkbox"/>	<input type="checkbox"/>

G. AEROBIC UNIT -- This Section N/A

Manufacturer: Consolidated Treatment Model number: Multi Flow (5TB 06)

Size of unit: 600 gallons

	Yes	No
Pump running at time of inspection:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Current maintenance contract in place:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Who is maintenance contract with: <u>N/A</u>		
Alarm present:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Alarm location: <u>BASEMENT</u>		
Alarm properly working with audio and visual functions:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Unit discharges to: Seepage field <input type="checkbox"/> Seepage bed <input type="checkbox"/> Sand filter <input checked="" type="checkbox"/> Other: _____		
If other, what method of chlorination is used: _____		
Chlorinator with screw on cap present:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Chlorinator tube with corrosion resistant handle present:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Evidence of chlorination:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Where does the contact tank discharge to: (Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.)	<u>exposed rock TRENCH (evap. trench)</u>	

See attached drawing

Include all distances as described below.

NOTE: Be sure to attach drawing to this report.

The following distances must be verified to ensure all the information is correct and available in the future.

*Well or cistern to: N/A <input checked="" type="checkbox"/>	*Geothermal unit to: N/A <input checked="" type="checkbox"/>	*Building to:
Septic tank: _____ feet Seepage system: _____ feet Sand filter: _____ feet Effluent tile: _____ feet Effluent discharge: _____ feet Geothermal unit: _____ feet Aerobic unit: _____ feet	Septic tank: _____ feet Seepage system: _____ feet Sand filter: _____ feet Effluent tile: _____ feet Effluent discharge: _____ feet Aerobic unit: _____ feet	Septic tank: <u>12'</u> feet Seepage system: <u>N/A</u> feet Sand filter: <u>8'</u> feet Effluent tile: <u>N/A</u> feet Effluent discharge: <u>N/A</u> feet Geothermal unit: <u>N/A</u> feet Aerobic unit: <u>15'</u> feet
*Water line to:	*Body of water to: N/A <input type="checkbox"/>	
Septic tank: <u>+100'</u> feet Seepage system: <u>N/A</u> feet Sand filter: <u>26'</u> feet Effluent tile: <u>N/A</u> feet Effluent discharge: <u>+100'</u> feet Aerobic unit: <u>+100'</u> feet	Septic tank: <u>N/A</u> feet Seepage system: <u>N/A</u> feet Sand filter: <u>+100'</u> feet Effluent tile: <u>N/A</u> feet Effluent discharge: <u>N/A</u> feet Aerobic unit: <u>+200'</u> feet	

Comments:

This section is to include any maintenance (pumping) repairs or problems in the history of the septic system. Write any observations and/or conclusions made by probing or excavating the seepage field or sand filter. A serial distribution system must include the condition of each level of field or trench.

The septic system was installed in 2003 and at the time of inspection is working properly. The pretank could be pumped in the near future. Septic tanks should be pumped out every 3-5 years. The buried sand filter is only 8' from the garage, code is 10' from a building. This was passed at the time of inspection due to a tight working space and no footing tile around the perimeter of the garage foundation. The exposed rock trench is 3' from the property line, code is 5'. There is a variance for this due to a tight working space.

This is the condition I found the septic system on this day. This evaluation is not and should not be considered a guarantee of how the sewage disposal system may function at any time in the future.

Jeff Litwiler

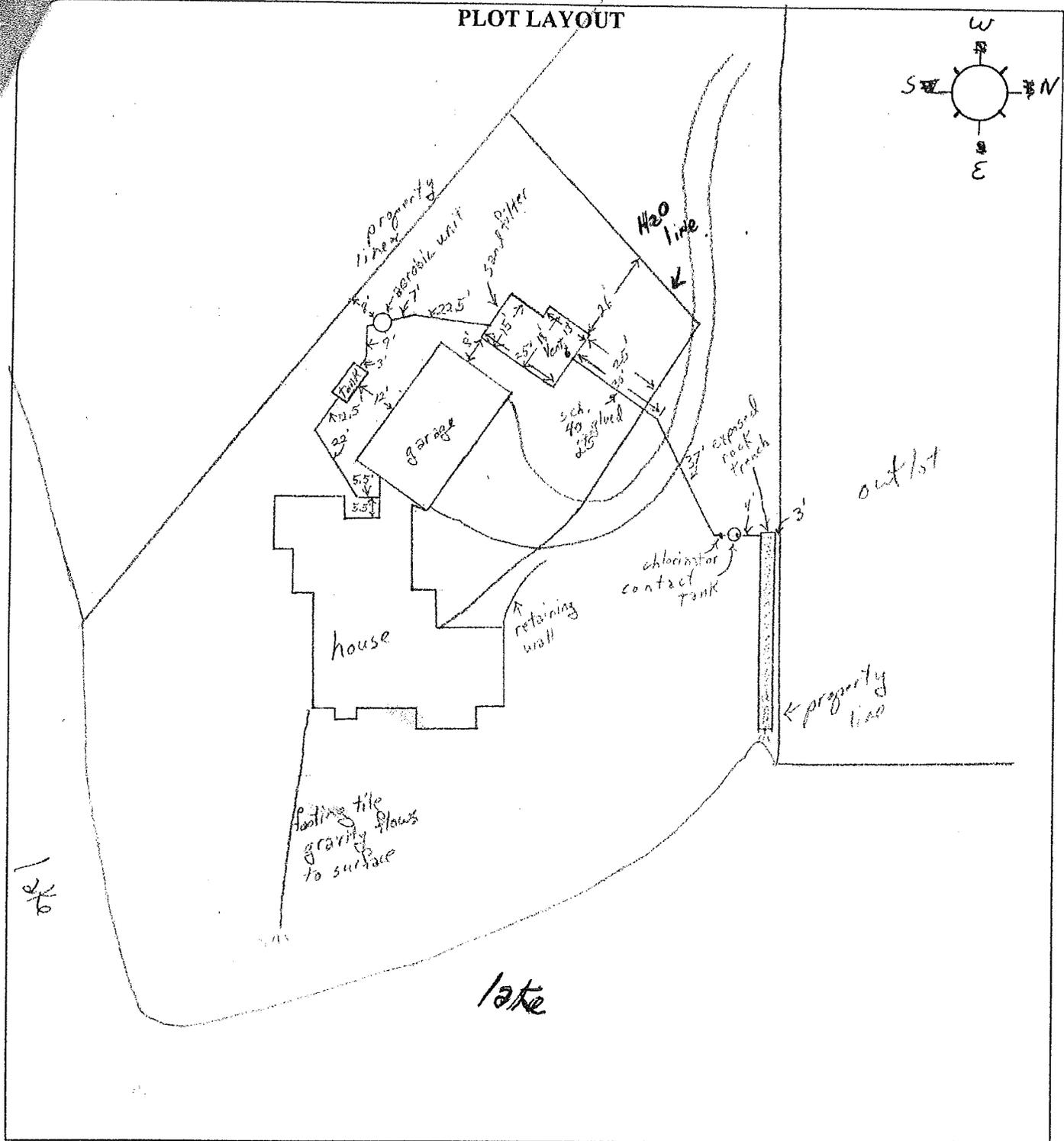
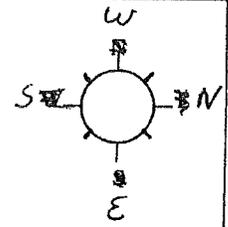
Inspector Name (print)



Signature

Date

LOT LAYOUT



FOR OFFICE USE ONLY

1. Permit # 04-11757

5. Sq. Ft. of Field/S.F. 414'

2. Owner Vicken Chalian

6. Inspection Date 7-23-04

3. Installer Bob Chrispen

7. Inspector A. J. F. [Signature]

4. Tank Mfg. GP Size 750

FORMS\0601-10

MCHD 03/00

multiflo 0.5 model 500gal.

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the _____ day of _____,

between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and

Mark & Karen Costman

25017 WOOD THRUSH CIRCLE HUDSON IL 61748

(if more than one Lessee, cross out 2 of the following that do not apply) ~~(as joint tenants)~~ (as tenants in common) (as tenants by the entirety) of , Hudson, County of McLean, State of Illinois, hereinafter called "Lessee,"

WITNESSETH

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

- 1. PREMISES. The City leases to Lessee the following described real estate owned by the City in the vicinity of Lake Bloomington, Illinois as follows:

Lot 1 in Block 21 in Camp Potawatomie according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

- 2. TERM OF LEASE. The term of this Lease shall be for a term commencing (~~cross out the one that does not apply~~) (on the date of this Lease) (on January 1 following the date of this Lease) and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.

- 3. RENT.

LESSEE'S NOTICE: This lease form, including the rental rate, is currently under review by the City of Bloomington City Council (see City Code: Chapter 23, Section 58). Once City staff has completed the updates to the lease form, it will be provided to you and will thereafter be subject to City Council approval. Note for leases with an end date, prior to this transfer, of January 1, 2032 or earlier, the updated lease form is likely to include a change in the rental rate of this transfer and therefore, the rate change will also be applied to this lease effective January 1, 2032 to December 31, 2131.

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

- A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:

- 1) If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ (\$.15) per \$100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of

McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.

2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ (\$.15) per \$100 EAV, the rent shall be charged at the rate of 40¢ (\$.40) per \$100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.

3) If the Lessee is not eligible for the 15¢ (\$.15) or 40¢ (\$.40) per \$100 EAV rental rate, the rent shall be charged at the rate of _____¢ (\$._____) per \$100 EAV.

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.

4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.
5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.
6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.

7. WATER. Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.
8. GARBAGE. City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.
9. ASSIGNMENT. Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.
10. RULES & REGULATIONS. Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.
11. USE OF AND ACCESS TO LAKE. Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.
12. TREE CUTTING. No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.
13. DEFAULT. If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.
14. TERMINATION BY LESSEE. Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any

improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.

15. EMINENT DOMAIN. If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between City and Lessee as follows:

That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the leased premises or the improvements located thereon shall be paid to Lessee.

16. PRIOR LEASE TERMINATED. If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.

17. NOTICE. Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

City

City of Bloomington
City Hall
109 E. Olive Street
Bloomington, IL 61701

Lessee Name and Mailing Address

Mark & Karen Costman
25017 Wood Thrush Circle
HUDSON IL 61748

Lessee Billing Address

18. BINDING EFFECT. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

-Lessor-

CITY OF BLOOMINGTON

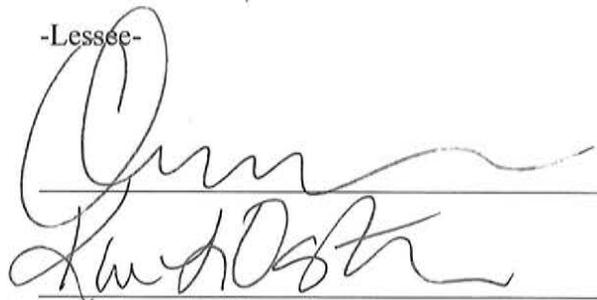
By: _____

Its Mayor

Attest: _____

City Clerk

-Lessee-



Lake Bloomington Dock Permit Application

Date: _____

Applicant Information

Full Name: OGSTMAN Karen _____
Last First M.I.

Lot Lease: 1 Z1 Camp Potawatomi _____
Lot Block Camp

Lot Lease Address: 25017 Woodthrush Circle Hudson IL 61748 _____
Street Address City State Zip

Mailing Address: Same as above _____
Street Address City State Zip

Phone: (309) 926-1158 **Email:** karen@thelifequandstore.com _____

Co-Applicant Information (If applicable)

- If additional co-applicants exist please attach this Section's information for each applicant via a separate sheet of paper. All applicants must also sign and date the disclosure at the end of this application.
- Reminder: Dock permits run with the owner ("applicant") and are not transferrable. Therefore, if one applicant withdraws in the future a new permit application is required.

Co-Applicant: _____
Last First M.I.

Lot Lease: _____
Lot Block Camp

Lot Lease Address: _____
Street Address City State Zip

Mailing Address: _____
Street Address City State Zip

Phone: _____ **Email:** _____

Insurance Requirements

- A copy of your certificate of insurance must be provided with this application
- Minimum of \$100,000 coverage is required
- City of Bloomington must be listed on the provided policy as an Additional Insured party

Do you have a liability insurance policy worth at least \$100,000 on this dock? YES NO **If yes, who is the insurer?** _____

Insurer's Contact: _____
Contact Name Phone Email

Boat Dock Information

Dock Site Address: 25017 Woodthrush Circle Hudson IL 61748 _____
Street Address City State Zip

Do you own multiple permanent docks? YES NO **If yes, how many?** _____

Are there additional structures, not requiring a permit, associated to the leased lot? (swim platforms, inflatables, etc.) YES NO **If yes, how many?** _____

Types of Additional Structures: _____

Additional Information (if any): _____

Type of Application
(check one)

Annual Dock Permit Fee (\$50) New Dock Permit Fee (\$250)
 Non-profit / Marina Dock Permit Fee (Fee Waived)

Application Checklist
(All items must be included with this application in order to be considered complete)

- Copy of all Lake Bloomington lot leases associated to this dock permit request
- Certificate of Insurance (minimum of \$100,000 coverage and City listed as additional insured)
- Payment of fee made out to the City of Bloomington

Disclaimer and Signature

I certify that my answers are true and complete to the best of my knowledge. If this application leads to my receiving a dock permit, I understand that false or misleading information in my application may result in the loss of my permit.

I have read, acknowledge, accept, and agree to follow Chapter 23, Section 3.1 of the Bloomington City Code, which established provisions on Boat Dock Permits including rules and regulations, and further, I understand it is my duty to follow Council action in the future as the Code may be amended from time to time.

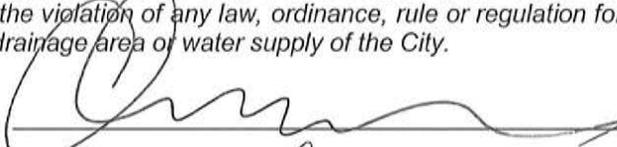
I hereby agree to abide by any rules and regulations implemented by the City of Bloomington at Lake Bloomington.

I understand that failure to comply with the provisions applicable to the Boat Dock Permitting Program may result in the loss of the privilege of maintaining structures on the marginal land and reservoir and should a violation occur, the structures may be ordered to be removed at my expense.

I acknowledge that any violation of the same may also result in an ordinance violation and/or court summons against me, which puts my dock permit at risk and may also include penalties and fines.

I am aware that approval of my Dock Permit Application may also require issuance of a Building Permit from the City of Bloomington Community Development Department.

I recognize that dock permits are a privilege and that all permits and licenses issued by the City are not transferable in any way and that all benefits derived therefrom accrue only to the person the permit was originally issued by the City. Further, all permits are subject to revocation by the City whenever the holder of such permit in any way violates or permits the violation of any law, ordinance, rule or regulation for the regulation, care, protection or control of the reservoir, drainage area or water supply of the City.

Applicant Signature:  Date: 5/1/19

Co-Applicant Signature:  Date: 5/1/19



Lake Bloomington Dock Permit

WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK & IDEMUNITY AGREEMENT

IN CONSIDERATION of the City of Bloomington (hereinafter "City") issuing a dock permit at Lake Bloomington; I, for myself, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns (hereinafter collectively "Permittee"), hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (hereinafter the "Agreement") which is hereby agreed to, accepted and acknowledged as set forth below, including warranting that all representations made by me below are true and accurate:

- (1) The City shall not be held liable for any injury to either public or private property located on Marginal Land (leased or non-leased) and the Reservoir and instead Permittee shall hold harmless and indemnify City for any and all such claims as set forth herein;
(2) The City shall not be held liable for any injury that may result in personal bodily harm on the Marginal Land (leased and non-leased) and the Reservoir and instead Permittee shall hold harmless and indemnify City for any and all such claims as set forth herein.
(3) The Permittee hereby agrees to save, hold harmless, and indemnify the City from and against all injury, death, damage, loss, claims, and liability caused by or arising out of the use of my dock and thereafter by the Permittee, its employees, agents, or sub-contractors. This agreement extends to all claims, of any nature, whether made by the Permittee or third parties.
(4) The Permittee shall indemnify and save harmless the City, its officers, agents, employees and servants against all loss, damage or expense that it or they may sustain as a result of any suits, actions or claims of any character brought on account of property damage, injury to or death of any person or persons, including all persons rightfully using the dock or upon it by trespass.
(5) Except for the gross negligence or willful or wanton conduct by the City, its officers, employees or agents, the Permittee shall indemnify and hold the City harmless from any and all damages and claims arising out of damage or use thereafter to the Improvements caused in whole or in part by the City, its officers, employees, and agents or by any other person(s) whether or not they have a permit from the City and whether or not they are associated with the City in any direct or indirect manner. Permittee waives all claims, except for gross negligence or willful or wanton conduct by the City, its officers, employees or agents, against the City, whether arising directly, by subrogation, assignment, or otherwise, for any and all damages, direct or indirect, resulting from damage to the Improvements structures done in whole or in part by the City, its officers, employees and agents or by any other person(s) whether or not they have a permit from the City and whether or not they are associated with the City in any direct or indirect manner, provided however, that the City shall notify Permittee in advance of any construction activity the City plans to undertake in or around the Improvements.
(6) Permittee shall continue to be bound by and follow all applicable laws and regulations and agrees to comply with same, including those of the City, County, State and Federal Government.

I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the minor, my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement freely and voluntarily, without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

IN WITNESS WHEREOF, the above stated terms are accepted and approved on this ___ day of ___, 20__.

Permittee Printed Name: Karen DOSTMAN Permittee Signature: [Handwritten Signature]

Additional Permittee Printed Name: [Handwritten] Additional Permittee Signature: [Handwritten]

Dock Site Address: 25017 Woodthrust Circle Hudson IL 61748

FOR OFFICE USE ONLY Dock Permit No. _____ Issuance Date: _____ Approved by: _____

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the _____ day of _____,

between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and

Mark & Karen Oostman

(if more than one Lessee, cross out 2 of the following that do not apply) (as joint tenants) (as tenants in common) (as tenants by the entirety) of, Hudson, IL, County of McLean, State of Illinois, hereinafter called "Lessee,"

WITNESSETH

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

- 1. PREMISES. The City leases to Lessee the following described real estate owned by the City in the vicinity of Lake Bloomington, Illinois as follows:

Lot 1 in Block 21 in Camp Potawatomie according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

- 2. TERM OF LEASE. The term of this Lease shall be for a term commencing (~~cross out the one that does not apply~~) (on the date of this Lease) (on January 1 following the date of this Lease) and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.

- 3. RENT.

LESSEE'S NOTICE: This lease form, including the rental rate, is currently under review by the City of Bloomington City Council (see City Code: Chapter 23, Section 58). Once City staff has completed the updates to the lease form, it will be provided to you and will thereafter be subject to City Council approval. Note for leases with an end date, prior to this transfer, of January 1, 2032 or earlier, the updated lease form is likely to include a change in the rental rate of this transfer and therefore, the rate change will also be applied to this lease effective January 1, 2032 to December 31, 2131.

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

- A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:

1) If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ (\$.15) per \$100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of

McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.

2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ (\$.15) per \$100 EAV, the rent shall be charged at the rate of 40¢ (\$.40) per \$100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.

3) If the Lessee is not eligible for the 15¢ (\$.15) or 40¢ (\$.40) per \$100 EAV rental rate, the rent shall be charged at the rate of ____¢ (\$.____) per \$100 EAV.

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.

4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.
5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.
6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.

7. WATER. Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.
8. GARBAGE. City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.
9. ASSIGNMENT. Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.
10. RULES & REGULATIONS. Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.
11. USE OF AND ACCESS TO LAKE. Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.
12. TREE CUTTING. No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.
13. DEFAULT. If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.
14. TERMINATION BY LESSEE. Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any

Lake Bloomington Dock Permit Application

Date: _____

Applicant Information

Full Name: OGSTMAN Karen
Last First M.I.

Lot Lease: 1 21 Camp Potawatomi
Lot Block Camp

Lot Lease Address: 25017 Woodthrush Circle Hudson IL 61748
Street Address City State Zip

Mailing Address: Same as above
Street Address City State Zip

Phone: (309) 926-1158 **Email:** karen@thelifequandstore.com

Co-Applicant Information (If applicable)

- If additional co-applicants exist please attach this Section's information for each applicant via a separate sheet of paper. All applicants must also sign and date the disclosure at the end of this application.
- **Reminder:** Dock permits run with the owner ("applicant") and are not transferrable. Therefore, if one applicant withdraws in the future a new permit application is required.

Co-Applicant: _____
Last First M.I.

Lot Lease: _____
Lot Block Camp

Lot Lease Address: _____
Street Address City State Zip

Mailing Address: _____
Street Address City State Zip

Phone: _____ **Email:** _____

Insurance Requirements

- A copy of your certificate of insurance must be provided with this application
- Minimum of \$100,000 coverage is required
- City of Bloomington must be listed on the provided policy as an Additional Insured party

Do you have a liability insurance policy worth at least \$100,000 on this dock? YES NO **If yes, who is the insurer?** _____

Insurer's Contact: _____
Contact Name Phone Email

Boat Dock Information

Dock Site Address: 25017 Woodthrush Circle Hudson IL 61748
Street Address City State Zip

Do you own multiple permanent docks? YES NO **If yes, how many?** _____

Are there additional structures, not requiring a permit, associated to the leased lot? (swim platforms, inflatables, etc.) YES NO **If yes, how many?** _____

Types of Additional Structures: _____

Additional Information (if any): _____

Type of Application
(check one)

Annual Dock Permit Fee (\$50) New Dock Permit Fee (\$250)
 Non-profit / Marina Dock Permit Fee (Fee Waived)

Application Checklist
(All items must be included with this application in order to be considered complete)

- Copy of all Lake Bloomington lot leases associated to this dock permit request
- Certificate of Insurance (minimum of \$100,000 coverage and City listed as additional insured)
- Payment of fee made out to the City of Bloomington

Disclaimer and Signature

I certify that my answers are true and complete to the best of my knowledge. If this application leads to my receiving a dock permit, I understand that false or misleading information in my application may result in the loss of my permit.

I have read, acknowledge, accept, and agree to follow Chapter 23, Section 3.1 of the Bloomington City Code, which established provisions on Boat Dock Permits including rules and regulations, and further, I understand it is my duty to follow Council action in the future as the Code may be amended from time to time.

I hereby agree to abide by any rules and regulations implemented by the City of Bloomington at Lake Bloomington.

I understand that failure to comply with the provisions applicable to the Boat Dock Permitting Program may result in the loss of the privilege of maintaining structures on the marginal land and reservoir and should a violation occur, the structures may be ordered to be removed at my expense.

I acknowledge that any violation of the same may also result in an ordinance violation and/or court summons against me, which puts my dock permit at risk and may also include penalties and fines.

I am aware that approval of my Dock Permit Application may also require issuance of a Building Permit from the City of Bloomington Community Development Department.

I recognize that dock permits are a privilege and that all permits and licenses issued by the City are not transferable in any way and that all benefits derived therefrom accrue only to the person the permit was originally issued by the City. Further, all permits are subject to revocation by the City whenever the holder of such permit in any way violates or permits the violation of any law, ordinance, rule or regulation for the regulation, care, protection or control of the reservoir, drainage area or water supply of the City.

Applicant Signature: _____ Date: 5/1/19

Co-Applicant Signature: Karen A. Ostrom Date: 5/1/19



Lake Bloomington Dock Permit

WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK & IDEMNITY AGREEMENT

IN CONSIDERATION of the City of Bloomington (hereinafter "City") issuing a dock permit at Lake Bloomington; I, for myself, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns (hereinafter collectively "Permittee"), hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (hereinafter the "Agreement") which is hereby agreed to, accepted and acknowledged as set forth below, including warranting that all representations made by me below are true and accurate:

- (1) The City shall not be held liable for any injury to either public or private property located on Marginal Land (leased or non-leased) and the Reservoir and instead Permittee shall hold harmless and indemnify City for any and all such claims as set forth herein;
(2) The City shall not be held liable for any injury that may result in personal bodily harm on the Marginal Land (leased and non-leased) and the Reservoir and instead Permittee shall hold harmless and indemnify City for any and all such claims as set forth herein.
(3) The Permittee hereby agrees to save, hold harmless, and indemnify the City from and against all injury, death, damage, loss, claims, and liability caused by or arising out of the use of my dock and thereafter by the Permittee, its employees, agents, or sub-contractors. This agreement extends to all claims, of any nature, whether made by the Permittee or third parties.
(4) The Permittee shall indemnify and save harmless the City, its officers, agents, employees and servants against all loss, damage or expense that it or they may sustain as a result of any suits, actions or claims of any character brought on account of property damage, injury to or death of any person or persons, including all persons rightfully using the dock or upon it by trespass.
(5) Except for the gross negligence or willful or wanton conduct by the City, its officers, employees or agents, the Permittee shall indemnify and hold the City harmless from any and all damages and claims arising out of damage or use thereafter to the Improvements caused in whole or in part by the City, its officers, employees, and agents or by any other person(s) whether or not they have a permit from the City and whether or not they are associated with the City in any direct or indirect manner. Permittee waives all claims, except for gross negligence or willful or wanton conduct by the City, its officers, employees or agents, against the City, whether arising directly, by subrogation, assignment, or otherwise, for any and all damages, direct or indirect, resulting from damage to the Improvements structures done in whole or in part by the City, its officers, employees and agents or by any other person(s) whether or not they have a permit from the City and whether or not they are associated with the City in any direct or indirect manner, provided however, that the City shall notify Permittee in advance of any construction activity the City plans to undertake in or around the Improvements.
(6) Permittee shall continue to be bound by and follow all applicable laws and regulations and agrees to comply with same, including those of the City, County, State and Federal Government.

I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the minor, my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement freely and voluntarily, without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

IN WITNESS WHEREOF, the above stated terms are accepted and approved on this ___ day of ___, 20__.

Permittee Printed Name: Karen Oostman Permittee Signature: Karen Oostman

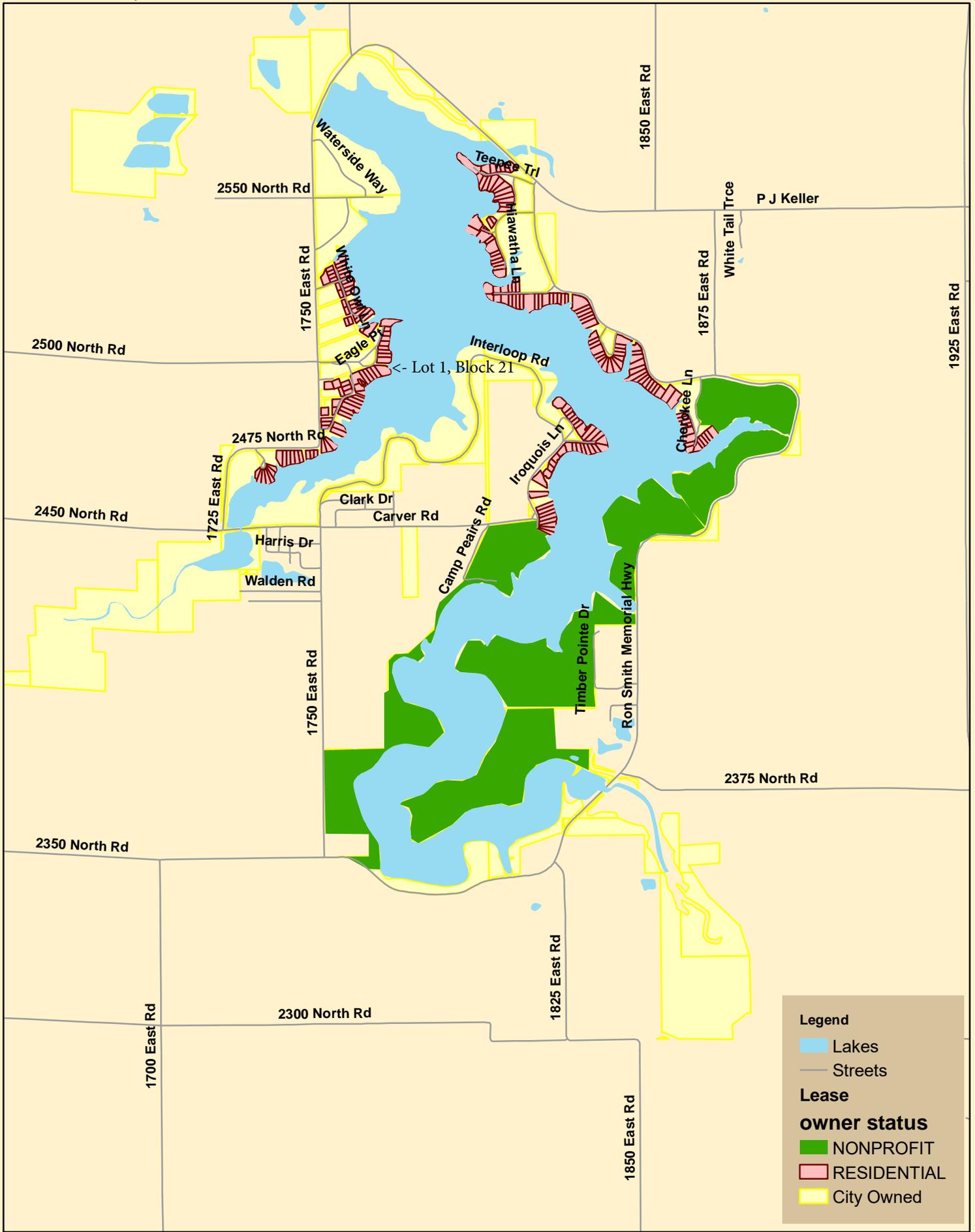
Additional Permittee Printed Name: Additional Permittee Signature:

Dock Site Address: 25017 Woodthrust Circle Hudson IL 61748

Lake Bloomington Lease Map



0 1,000 2,000 Feet



Legend

- Lakes
- Streets

Lease owner status

- NONPROFIT
- RESIDENTIAL
- City Owned

25017 Wood Thrush Circle Structure Map



McGIS



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.

0 0.0075 0.015 0.03 mi











CONSENT AGENDA ITEM NO. 7P

FOR COUNCIL: June 10, 2019

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration and action to approve the Lake Lot Amendment Agreement and revised plat map for Lots 7, 8 and 9 in Block 3, in Camp Kickapoo at Lake Bloomington to accurately reflect lot boundaries, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Lake Lot Amendment and revised plat map be approved.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1a. Budget with adequate resources to support defined services and level of services.

BACKGROUND: The attached Lake Lot Amendment Agreement redraws the boundaries of contiguous Lots 7, 8 and 9 in Block 3, in Camp Kickapoo at Lake Bloomington. The three lots are leased by separate parties. The proposed Amendment is written in order to achieve lot lines that reflect the buildings and uses of the lots involved. A recently conducted survey of the lots indicated that a redrawing of the lots would more accurately reflect existing conditions on the lake lot leases and the parties leasing the three contiguous lots have therefore agreed to modifications of their lot leases with the City. The City has no objection to redrawing the boundaries of the lots involved.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: No financial impact is expected from the plat revision changes to the lease boundaries. The rents paid by the Lessees are based upon the equalized assessed value (EAV) of the properties. The plat revisions will not result in any change in the EAV for the leased lots.

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

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

Respectfully submitted for Council consideration.

Prepared By:

Joseph M. Darter, Property Manager
Brett Lueschen, Operations Manager

Reviewed By:

Robert Yehl, P.E., Asst. Director of Public Works

Finance & Budgetary Review By:

Chris Tomerlin, Budget Manager

Legal Review By:

George D. Boyle, Assistant Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read 'T. Gleason', with a stylized flourish at the end.

Tim Gleason
City Manager

Attachments:

- PW 1B Agreement Lake Blm Lot Cleanup

LAKE LOT AMENDMENT AGREEMENT

This Agreement is entered into by and between the City of Bloomington, McLean County, Illinois, a Municipal Corporation, (hereinafter, "Lessor"); Nancy J. Baumgart, Lessee of the City of Bloomington's Lake Bloomington Lot 9 in Block 3 in Camp Kickapoo, lease dated the 16th day of December, 1997 (hereinafter, "Lessee Baumgart"); Jamie L. Drake, Trustee of the Jamie L. Drake Revocable Trust dated March 27, 2014, Lessee of the City of Bloomington's Lake Bloomington Lot 7 in Block 3 in Camp Kickapoo, lease dated the 26th day of August, 2014 (hereinafter, "Lessee Drake"); and Marie Keeley and Mike Sturtewagen, Lessees of the City of Bloomington's Lake Bloomington Lot 8 in Block 3 in Camp Kickapoo, lease dated the 11th day of May, 2010 (hereinafter, "Lessee Sturtewagen/Keeley").

This Agreement shall be incorporated into and made a part of each of the Lake lot leases held by the above listed Lessees with the Lessor. It shall become enforceable under the terms of each said lease upon all parties hereto signing and shall amend the legal descriptions contained in the leases for the lots described above, and further, shall amend the unrecorded plats for these lots as held by the Lessor.

1. Lessee Drake shall agree to grant the following to Lessee Sturtewagen/Keeley which hereinafter shall therefore be removed from Lessee Drake's original Lot 7 and, therefore, shall be added to Lessee Sturtewagen/Keeley's Lot 8. The tract below shall be known as Tract 1:

A part of Lot 7 in Camp Kickapoo according to the private unrecorded Plat of the ground belonging to the City of Bloomington located around Lake Bloomington in Hudson and Money Creek Townships in the SW¹/₄ of Section 6, Township 25 North, Range 3 East of the Third Principle Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the southwest corner of Lot 7; thence Northerly 20.00 feet on the westerly line of said Lot 7; thence Southeasterly 57.61 feet to a point of the southerly line of said Lot 7, said point lying 63.00 feet East of the southwest corner of said Lot 7, thence Southwesterly 63.00 feet on the southerly line of said Lot 7 to the Point of Beginning containing 572.7 square feet/0.013 acres, more or less.

2. Lessee Sturtewagen/Keeley shall agree to grant the following to Lessee Baumgart which hereinafter shall be removed from Lessee Sturtewagen/Keeley's original Lot 8 and, therefore, shall be added to Lessee Baumgart's Lot 9. The tract below shall be known as Tract 2:

A part of Lot 8 in Camp Kickapoo according to the private unrecorded Plat of the ground belonging to the City of Bloomington located around Lake Bloomington in Hudson and Money Creek Townships in the SW¹/₄ of Section 6, Township 25 North, Range 3 East of the Third Principle Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the southwest corner of Lot 8; thence Northerly 21.90 feet on the westerly line of said Lot 8; thence Easterly 87.92 feet to a point on the southerly line of said Lot 8, said point lying 85.60 feet West of the southeast corner of said Lot 8; thence Southwesterly 94.70 feet on the southerly line of said Lot 8 to the Point of Beginning containing 943.8 square feet/0.022 acres, more or less.

3. Lessee Baumgart shall agree to grant the following to Lessee Sturtewagen/Keeley which hereinafter shall be removed from Lessee Baumgart's original Lot 9 and, therefore, shall be added to Lessee Sturtewagen/Keeley's Lot 8. The tract below shall be known as Tract 3:

A part of Lot 9 in Camp Kickapoo according to the private unrecorded Plat of the ground belonging to the City of Bloomington located around Lake Bloomington in Hudson and Money Creek Townships in the SW¹/₄ of Section 6, Township 25 North, Range 3 East of the Third Principle Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the northeast corner of Lot 9; thence Southerly 20.00 feet on the

easterly line of said Lot 9; thence Westerly 87.90 feet to a point on the northerly line of said Lot 9, said point lying 85.60 feet West of the northeast corner of said Lot9; thence Northeasterly 85.60 feet on the northerly line of said Lot 9 to the Point of Beginning containing 856.0 square feet/0.020 acres, more or less.

By signing below I/we confirm my/our understanding of this Agreement and accept all terms contained.

LESSOR:

City of Bloomington,
a Municipal Corporation

By: _____

Tari Renner, Mayor

Date: _____

ATTEST: _____

Cherry Lawson, City Clerk

LESSEES:

Lessee Drake of Lake Bloomington Lot 7 in Block 3 in Camp Kickapoo

Jamie L. Drake, Trustee

Jamie L. Drake, Trustee
Jamie L. Drake Revocable Trust

Date: 3-15-19

Lessees Sturtewagen/Keeley of Lake Bloomington Lot 8 in Block 3 in Camp Kickapoo

Marie Keeley

Marie Keeley

Date: 4-18-2019

Mike Sturtewagen

Mike Sturtewagen

Date: 4-18-19

Lessee Baumgart of Lake Bloomington Lot 9 in Block 3 in Camp Kickapoo

Nancy Baumgart
Nancy J. Baumgart

Date: 4/18/19

REGULAR AGENDA



REGULAR AGENDA ITEM NO. 8A

FOR COUNCIL: June 10, 2019

SPONSORING DEPARTMENT: Human Resources, Community Development and Police Departments

SUBJECT: Consideration and action to ratify a Contract with Laborers Local 362 - Inspectors, as requested by the Human Resources, Community Development, and Police Departments.

RECOMMENDED MOTION: The proposed Contract be ratified.

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

STRATEGIC PLAN SIGNIFICANCE: Objectives 1d. City services delivery in the most cost-effective, efficient manner, and 1e. Partnering with others for the most cost-effective service delivery.

BACKGROUND: Beginning on March 14, 2019, Local 362 - Inspectors and the City staff negotiated the terms of a collective bargaining agreement to replace the agreement which expired on April 30, 2019. Local 362 represents Inspectors in the Community Development Department and Crime Data and Crime Intelligence Analysts in the Police Department. The expired agreement can be located at www.cityblm.org under Human Resources in a folder titled Labor Contracts. The parties were able to reach a Tentative Agreement and the Union ratified the Tentative Agreements. Highlights from the Tentative Agreement include:

Sick Leave Buy Back - In October 2018, the City Council passed Ordinance 2018-96 in support of finding a way to ease the financial impact associated with Sick Leave buyback. We believe this agreement, if approved, will bring significant savings to the city as it will effectively end future sick leave buy back-related accelerated pension payments and reduce the artificial inflation of employee pensions for this employee group after May 1, 2020. This City Council goal was accomplished through what we would call a fair give and take between both parties and an appreciated willingness by Local 362 to modify the timing of how accrued sick leave is paid to eligible employees.

Employees will be allowed until April 30, 2020 to retire/resign and receive eligible Sick Leave Buy Back payments in accordance with the current payout practice through April 30, 2020 if they provide notice by October 31, 2019. Any employee who fails to provide such notice or leaves after May 1, 2020 shall be paid out for sick leave in a manner which does not incur an Accelerated Payment from Sick Leave Buy Back from IMRF. Employees leaving prior to April 30, 2020, who have Sick Leave Buy Back paid out under the current practice, who do not draw their pension immediately will result in a future Accelerated Payment when the employee applies for their pension. Please note that Accelerated Payments may be prompted through other payments such as overtime and vacation.

Wages/Term - The parties agreed to a three (3) year contract term. In the first year of the contract, employees will receive an across the board increase effective May 1, 2019 of 2.5%. The across the board increase on the second year of the contract is effective May 1, 2020 at 3% and the third year of the contract is effective May 1, 2021 at 2.5%. Employees who are not eligible for Sick Leave Buy Back will receive a \$300 signing bonus and those employees eligible for Sick Leave Buy Back (but not leaving prior to April 30, 2020) will receive a \$1200 signing bonus.

Educational Certifications - Employees currently receive a .50 cents per hour per certification increase for the achievement of core certifications from an approved list. The parties agreed to increase the core certification pay to .60 cents per hour per certification.

Allowances - The parties agreed to increase the Safety Equipment allowance to \$450 dollars.

Vacation - The vacation accrual schedule was modified to allow employees to receive three (3) weeks of vacation starting at five (5) years (previously 8 years) and four (4) weeks (previously 15 year) of vacation starting at eleven (11) years.

LIUNA Pension Contributions - The LIUNA Pension Contributions increased to \$.45 per hour.

Bargaining Unit Staffing Reclassification - The parties agreed to reclassify seven (7) bargaining unit position upon the employees completing an additional educational core certification.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT:

- **Rate Increase:** Increase in hourly rates over the three year term of this contract will result in an anticipated cost of approximately \$133,719 related to the current base from the General Fund:
 - FY2020 costs of \$20,523 were not included in the FY2020 adopted budget from the General Fund. It is anticipated vacancy savings will partially offset this increase, with the remainder accommodated by Operational budget management.
 - FY2021 costs of \$45,765 will be captured in that year's budget process.
 - FY2022 costs of \$67,432 will be captured in that year's budget process.
- **Signing Bonus:** The signing bonus for employees ineligible for Sick Leave Buy Back is estimated at \$2,400, with those eligible estimated at \$7,200. Both will be paid in FY2020. These costs were not included in the FY2020 adopted budget. It is anticipated vacancy savings will partially offset this increase, with the remainder accommodated by Operational budget management.
- **Cost Avoidance (SLBB):** City Staff anticipates a number of retirements as a result of this new language, as two (2) employees within the bargaining unit are eligible to leave the City by 4/30/20 and have their SLBB paid in a way that would positively impact their pension benefit. However, by making this change, if these two (2) employees do not retire from the City during the window and when the additional five (5) employees eligible for SLBB leave the City, they will have their

SLBB payments made in a way that will not impact their pension. While IMRF Accelerated Payments for union employees have approached the \$140k threshold, most Accelerated Payments received cost the City between \$20k-\$60k per individual. That said, long-term cost savings to the City are significant. Depending on the materiality of the Accelerated Payment volume, Fund Balance (City Cash Reserves) may be used so that the City may address this long-term exposure.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Angie Brown, Asst. Human Resources Manager

Reviewed By: Nicole Albertson, Human Resources Director

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

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager



REGULAR AGENDA ITEM NO. 8B

FOR COUNCIL: June 10, 2019

SPONSORING DEPARTMENT: Human Resources and Administration, Facilities Division

SUBJECT: Consideration and action to ratify a Contract with Laborers Local 362 - Parking Enforcement, as requested by the Human Resources and Administration Departments, Facilities Division.

RECOMMENDED MOTION: The proposed Contract be ratified.

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

STRATEGIC PLAN SIGNIFICANCE: Objectives 1d. City services delivery in the most cost-effective, efficient manner, and 1e. Partnering with others for the most cost-effective service delivery.

BACKGROUND: Beginning on May 6, 2019, Local 362 - Parking Enforcement and the City staff negotiated the terms of a collective bargaining agreement to replace the agreement which expired on April 30, 2019. Local 362 represents employees in the Facilities Division of Administration. The expired agreement can be located at www.cityblm.org under Human Resources in a folder titled Labor Contracts. The parties were able to reach a Tentative Agreement and the Union ratified the Tentative Agreements. Highlights from the Tentative Agreement include:

Sick Leave Buy Back - In October 2018, the City Council passed Ordinance 2018-96 in support of finding a way to ease the financial impact associated with Sick Leave buyback. We believe this agreement, if approved, will bring significant savings to the city as it will effectively end future sick leave buy back-related accelerated pension payments and reduce the artificial inflation of employee pensions for this employee group after May 1, 2020. This City Council goal was accomplished through what we would call a fair give and take between both parties and an appreciated willingness by Local 362 to modify the timing of how accrued sick leave is paid to eligible employees.

Employees will be allowed until April 30, 2020 to retire/resign and receive eligible Sick Leave Buy Back payments, in accordance with the current payout practice through April 30, 2020, if they provide notice by October 31, 2019. Any employee who fails to provide such notice or leaves after May 1, 2020 shall be paid out for sick leave in a manner which does not incur an Accelerated Payment from Sick Leave Buy Back from IMRF. Employees leaving prior to April 30, 2020, who have Sick Leave Buy Back paid out under the current practice, who do not draw their pension immediately, will result in a future Accelerated Payment when the employee applies for their pension. Please note that Accelerated Payments may be prompted through other payments such as overtime and vacation.

All bargaining unit employee who are at the maximum allowable Sick Leave balance (960) will have up to 50% (4 hours) paid into a Retirement Health Savings Account.

Wages/Term - The parties agreed to a three (3) year contract term. In the first year of the contract, employees will receive an across the board increase effective May 1, 2019 of 2.5%. The across the board increase on the second year of the contract is effective May 1, 2020 at 3% and the third year of the contract is effective May 1, 2021 at 2.5%. Employees who are not eligible for Sick Leave Buy Back will receive a \$300 signing bonus and those employees eligible for Sick Leave Buy Back (but not leaving prior to April 30, 2020) will receive a \$1200 signing bonus.

Allowances - Previously, the City purchased clothing items in accordance with an established schedule and provided an annual shoe allowance for employees. The parties agreed to limit the clothing allotment managed by the City in lieu of an annual payment for clothing and shoes in the amount of \$450.

Vacation - The vacation accrual schedule was modified to allow employees to receive three (3) weeks of vacation starting at five (5) years (previously 8 years) and four (4) weeks (previously 15 year) of vacation starting at eleven (11) years.

LIUNA Pension Contributions - The LIUNA Pension Contributions increased to \$.45 per hour.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT:

- **Rate Increase:** Increase in hourly rates over the three year term of this contract will result in an anticipated cost of approximately \$22,752 related to the current base, with approximately 17,064 in the General Fund:
 - FY2020 costs of \$3,492 were not included in the FY2020 adopted budget (approximately \$2,619 for the General Fund). It is anticipated vacancy savings will partially offset this increase, with the remainder accommodated by Operational budget management.
 - FY2021 costs of \$7,787 will be captured in that year's budget process.
 - FY2022 costs of \$11,474 will be captured in that year's budget process.
- **Signing Bonus:** The signing bonus for employees ineligible for Sick Leave Buy Back is estimated at \$1,200, with those eligible estimated at \$1,200 (approximately \$1,800 total for the General Fund). Both will be paid in FY 2020. These costs were not included in the FY 2020 Adopted budget. It is anticipated vacancy savings will partially offset this increase, with the remainder accommodated by operational budget management.
- **Cost Avoidance (SLBB):** City Staff anticipates a number of retirements as a result of this new language, as 2 employees within the bargaining unit are eligible to leave the City by 4/30/20 and have their SLBB paid in a way that would positively impact their pension benefit. However, by making this change, if these two (2) employees do not retire from the City, they will have SLBB payments made in a way that will not impact their pension. While IMRF Accelerated Payments for union employees have approached the \$140K threshold, most Accelerated Payments received cost the City between \$20k-\$60k per individual. That said,

long-term cost savings to the City are significant. Depending on the materiality of the Accelerated Payment volume, Fund Balance (City Cash Reserves) may be used so that the City may address this long-term exposure.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Angie Brown, Asst. Human Resources Manager

Reviewed By: Nicole Albertson, Human Resources Director

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

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason', with a stylized flourish at the end.

Tim Gleason
City Manager



REGULAR AGENDA ITEM NO. 8C

FOR COUNCIL: June 10, 2019

SPONSORING DEPARTMENT: Human Resources and Administration, Facilities Division

SUBJECT: Consideration and action to ratify a Contract with Laborers Local 362 - Support Staff, as requested by the Human Resources Department and majority of the other City Departments.

RECOMMENDED MOTION: The proposed Contract be ratified.

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

STRATEGIC PLAN SIGNIFICANCE: Objectives 1d. City services delivery in the most cost-effective, efficient manner, and 1e. Partnering with others for the most cost-effective service delivery.

BACKGROUND: Beginning on May 14, 2019, Local 362 - Support Staff and the City staff negotiated the terms of a collective bargaining agreement to replace the agreement which expired on April 30, 2019. Local 362 represents Support Staff employees in the majority of all the City Departments. The expired agreement can be located at www.cityblm.org under Human Resources in a folder titled Labor Contracts. The parties were able to reach a Tentative Agreement and the Union ratified the Tentative Agreements. Highlights from the Tentative Agreement include:

Sick Leave Buy Back - In October 2018, the City Council passed Ordinance 2018-96 in support of finding a way to ease the financial impact associated with Sick Leave buyback. We believe this agreement, if approved, will bring significant savings to the city as it will effectively end future sick leave buy back-related accelerated pension payments and reduce the artificial inflation of employee pensions for this employee group after May 1, 2020. This City Council goal was accomplished through what we would call a fair give and take between both parties and an appreciated willingness by Local 362 to modify the timing of how accrued sick leave is paid to eligible employees.

Employees will be allowed until April 30, 2020 to retire/resign and receive eligible Sick Leave Buy Back payments in accordance with the current payout practice through April 30, 2020, if they provide notice by October 31, 2019. Any employee who fails to provide such notice or leaves after May 1, 2020 shall be paid out for sick leave in a manner which does not incur an Accelerated Payment from Sick Leave Buy Back from IMRF. Employees leaving prior to April 30, 2020, who have Sick Leave Buy Back paid out under the current practice, who do not draw their pension immediately will result in a future Accelerated Payment when the employee applies for their pension. Please note that Accelerated Payments may be prompted through other payments such as overtime and vacation.

All bargaining unit employee who are at the maximum allowable Sick Leave balance (960) will have up to 50% (4 hours) paid into a Retirement Health Savings Account.

Wages/Term - The parties agreed to a three (3) year contract term. In the first year of the contract, employees will receive an across the board increase effective May 1, 2019 of 2.5%. The across the board increase on the second year of the contract is effective May 1, 2020 at 3% and the third year of the contract is effective May 1, 2021 at 2.5%. Employees who are not eligible for Sick Leave Buy Back will receive a \$300 signing bonus and those employees eligible for Sick Leave Buy Back (but not leaving prior to April 30, 2020) will receive a \$1200 signing bonus.

Vacation - The vacation accrual schedule was modified to allow new employees to accrue (2) weeks' vacation when they are hired and all employees to receive three (3) weeks of vacation starting at five (5) years (previously 8 years) and four (4) weeks (previously 15 year) of vacation starting at eleven (11) years.

Court Exchange Days - Employees hired after August 26, 2013 were ineligible to accrue Court Exchange Days to recognize the inconvenience endured when subpoenaed for court to testify. The parties agreed to allow all four (4) employees, classified as a Community Service Officer (CSO), to receive two (2) Court Exchange Days.

LIUNA Pension Contributions - The LIUNA Pension Contributions increased to \$.45 per hour.

Bargaining Unit Staffing - The parties agreed to reclassify two bargaining unit positions and the elimination of the Zoo Gift Shop Manager position from the bargaining unit when the current employee vacates the position.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT:

- **Rate Increase:** Increase in hourly rates over the three year term of this contract will result in an anticipated cost of approximately \$180,618 related to the current base, with approximately \$163,030. in the General Fund:
 - FY2020 costs of \$27,721 were not included in the FY2020 adopted budget (approximately \$25,021 for the General Fund). It is anticipated vacancy savings will partially offset this increase, with the remainder accommodated by Operational budget management.
 - FY2021 costs of \$61,816 will be captured in that year's budget process.
 - FY2022 costs of \$91,082 will be captured in that year's budget process.
- **Signing Bonus:** The signing bonus for employees ineligible for Sick Leave Buy Back is estimated at \$6,300, with those eligible estimated at \$9,600 (approximately \$15,000 for the General Fund). Both will be paid in FY2020. These costs were not included in the FY2020 adopted budget. It is anticipated vacancy savings will partially offset this increase, with the remainder accommodated by Operational budget management.
- **Cost Avoidance (SLBB):** City Staff anticipates a number of retirements as a result of this new language, as 3 employees within the bargaining unit are eligible to leave the City by 4/30/20 and have their SLBB paid in a way that would positively

impact their pension benefit. However, by making this change, if these three (3) employees do not retire from the City during the window, and when the additional six (6) employees eligible for SLBB leave the City, they will have SLBB payments made in a way that will not impact their pension. While IMRF Accelerated Payments for union employees have approached the \$140k threshold, most Accelerated Payments received cost the City between \$20k-\$60k per individual. That said, long-term cost savings to the City are significant. Depending on the materiality of the Accelerated Payment volume, Fund Balance (City Cash Reserves) may be used so that the City may address this long-term exposure.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Angie Brown, Asst. Human Resources Manager

Reviewed By: Nicole Albertson, Human Resources Director

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Recommended by:



Tim Gleason
City Manager