



CITY OF
BLOOMINGTON
COUNCIL MEETING
AUGUST 26, 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, AUGUST 26, 2019, 6:00 P.M.

1. Call to order
2. Pledge of Allegiance to the Flag
3. Remain Standing for a Moment of Silent Prayer
4. Roll Call
5. Recognition/Appointments
 - A. Appointments approved by City Council at the August 12, 2019 meeting.
 - i. Appointment of Brittany Burton to the Citizens' Beautification Committee.
 - ii. Appointment of Jeffrey Pitzer to the Cultural Commission.
 - iii. Appointment of Betty Middleton to the Bloomington Housing Authority.
 - iv. Appointment of Colton Sylvester to the John M. Scott Health Care Commission.
 - v. Appointment of Ed Breitweiser to the Transportation Commission.
6. Public Comment
7. Consent Agenda
 - A. Consideration and action to approve Bills, Payroll, Electronic Transfers, and Procurement Card Purchases in the amount of \$6,048,241.33, as requested by the Finance Department. *(Recommended Motion: The proposed Bills, Payroll, Electronic Transfers, and Procurement Card Purchases be approved.)*
 - B. Consideration and action to 1) approve the purchase of one (1) 2019 Dodge Grand Caravan from National Auto Fleet Group of Watsonville, CA., in the amount of \$29,752.14, using Sourcewell (Contract #120716-NAF, exp. 9/5/2019), and 2) approve the transfer of 2005 Dodge Grand Caravan (Unit 82) to Information Services, as requested by the Public Works Department. *(Recommended Motion: The proposed Purchase and Transfer be approved.)*
 - C. Consideration and action on a Bid from William Masters, Inc. for installing new emergency backup generators at Fire Stations 1, 3 and 4 through BID #2020-08, as requested by the Fire and Facilities Management Departments. *(Recommended Motion: The proposed Bid and Contract be approved.)*
 - D. Consideration and action to accept the alternate bid for Hydrofluosilicic Acid (fluoride) water treatment chemical from Mosaic Global Sales, LLC., and approve the contract, as requested by the Public Works Department. *(Recommended Motion: The proposed Bid be accepted, and the proposed Contract be approved.)*

- E. Consideration and action to adopt an Ordinance Approving the First Amendment to the Contract Between the City of Bloomington and Tim Gleason and Establishing the Salary of the City Manager and Making Retroactive Salary Adjustments, as requested by the City Council. *(Recommended Motion: The proposed Ordinance be approved.)*
- F. Consideration and action on a Contract with SCADAware, Inc., for SCADA Maintenance Services (RFQ #2020-07), in the amount of \$2,000,000.00, for a five-year period, as requested by the Public Works Department. *(Recommended Motion: The proposed Contract be approved.)*
- G. Consideration and action on a Towing Contract with Joe's Towing & Recovery for 10,000 GVW and Under, for a period of three (3) years with up to two (2) additional twelve (12) month extensions (based on satisfactory performance ratings), as requested by the Police Department. *(Recommended Motion: The proposed Contract be approved.)*
- H. Consideration and action to approve an Agreement with Corrective Asphalt Materials, LLC., as a Limited Source for the FY 2020 Pavement Preservation Program, in the amount of \$419,887.60, as requested by the Public Works Department. *(Recommended Motion: The proposed Agreement be approved.)*
- I. Consideration and action on an Application for Jay Goga, Inc. d/b/a Illini Liquor, to be located at 2402 E. Oakland Ave., Suite 6, requesting a Class PAS (Package, All Types of Alcoholic Liquor, and Sunday Sales) liquor license, which would allow the sale of all types of packaged alcoholic liquor for consumption off premises seven (7) days a week, as requested by the City Clerk Department. *(Recommended Motion: The proposed Application and License be approved.)*
- J. Consideration and action on an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code Prohibiting Alcohol on Public Property as They Pertain to the Davis Lodge at Lake Bloomington on September 6, 2019, to Allow Moderate Consumption of Alcohol for the Sunken and Hites Wedding Reception, as requested by the City Clerk Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- K. Consideration and action on an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code Prohibiting Alcohol on Public Property as They Pertain to the Davis Lodge at Lake Bloomington on September 28, 2019, to Allow Moderate Consumption of Alcohol for the Bothast and Erwin Wedding Reception, as requested by the City Clerk Department. *(Recommended Motion: The proposed Ordinance be approved.)*

8. Regular Agenda

- A. Consideration and action on an Ordinance Approving a Real Estate Contract with the Boys & Girls Club of Bloomington-Normal for the Sale of Property Near 407 East Erickson Avenue in Bloomington, as requested by the Administration Department. *(Recommended Motion: the proposed Ordinance be approved.) (Brief overview and presentation by Tim Gleason, City Manager, 10 minutes; and City Council discussion, 10 minutes.)*

- B. Consideration and action to approve: (1) An Ordinance Amending Chapter 7 of the City Code to Implement New Video Gaming Licensure Requirements within the City; and (2) An Ordinance Setting a Date for Acceptance of Video Gaming License Applications, both as requested by the Administration Department. *(Recommended Motion: the proposed Ordinances be approved.) (Brief overview by Tim Gleason, City Manager; presentation by Jeff Jurgens, Corporation Counsel, 5 minutes; and City Council discussion, 10 minutes.)*

9. City Manager's Discussion

- A. Finance Director's Report

10. Mayor's Discussion

11. Council Member's Discussion

12. Executive Session - *Cite Section*

13. Adjournment

RECOGNITIONS



Council Date: August 26, 2019

COUNCIL AGENDA ITEM NO. 5

Recognition/Appointments

- A. Appointments approved by City Council at the August 12, 2019 meeting
 - i. Appointment of Brittany Burton to the Citizens' Beautification Committee
 - ii. Appointment of Jeffrey Pitzer to the Cultural Commission
 - iii. Appointment of Betty Middleton to the Bloomington Housing Authority
 - iv. Appointment of Colton Sylvester to the John M. Scott Health Care Commission
 - v. Appointment of Ed Breitweiser to the Transportation Commission



Appointments

BRITTANY BURTON: *Citizens' Beautification Committee*

JEFFREY PITZER: *Cultural Commission*

BETTY MIDDLETON: *Bloomington Housing Authority*





Appointments

COLTON SYLVESTER: *John M. Scott Health Care Commission*

ED BREITWEISER: *Transportation Commission*



CONSENT AGENDA



CONSENT AGENDA ITEM NO. 7A

FOR COUNCIL: August 26, 2019

SPONSORING DEPARTMENT: Finance

SUBJECT: Consideration and action to approve Bills, Payroll, Electronic Transfers, and Procurement Card Purchases in the amount of \$6,048,241.33, 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, Electronic Transfers, and Procurement Card Purchases on file in the City Clerk's Department, available at www.cityblm.org.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Total disbursements to be approved \$6,048,241.33 (Payroll total \$2,546,721.60, Accounts Payable total \$2,492,901.92, Electronic Transfers total \$892,721.98, and Procurement Card Purchases total \$115,895.83).

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, and Procurement Card Purchases Bills & Payroll 082619

CITY OF BLOOMINGTON FINANCE REPORT					
PAYROLL					
Date	Gross Pay	Employer Contribution	Totals		
8/16/2019	\$ 2,032,197.77	\$ 505,906.09	\$ 2,538,103.86		
8/14/2019-8/16/2019	\$ 7,268.71	\$ 1,349.03	\$ 8,617.74		
Off Cycle Adjustments					
PAYROLL GRAND TOTAL			\$ 2,546,721.60		
ACCOUNTS PAYABLE (WIRES)			PCARDS		
Date	Bank	Total	Date Range	Total	
8/26/2019	AP General	\$ 2,431,852.24	7/1/2019-7/31/2019	\$ 115,895.83	
	AP JM Scott				
8/26/2019	AP Comm Devel	\$ 24,621.15	PCARD GRAND TOTAL		
8/26/2019	AP IHDA	\$ 1,285.33	\$ 115,895.83		
8/26/2019	AP Library	\$ 23,172.41			
	AP MFT	\$ -			
8/8/2019-8/21/2019	Out of Cycle	\$ 11,970.79			
5/3/2019-8/7/2019	AP Bank Transfers	\$ 892,721.98			
AP GRAND TOTAL		\$ 3,385,623.90			
TOTAL				\$ 6,048,241.33	
			Respectfully,		
			F. Scott Rathbun		
			Director of Finance		



CONSENT AGENDA ITEM NO. 7B

FOR COUNCIL: August 26, 2019

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration and action to 1) approve the purchase of one (1) 2019 Dodge Grand Caravan from National Auto Fleet Group of Watsonville, CA., in the amount of \$29,752.14, using Sourcewell (Contract #120716-NAF, exp. 9/5/2019), and 2) approve the transfer of 2005 Dodge Grand Caravan (Unit 82) to Information Services, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Purchase and 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 service.

BACKGROUND: Public Works is recommending the purchase of one 2019 Dodge Grand Caravan, in the amount of \$29,752.14, to replace a 2005 Dodge Grand Caravan (Unit 82) that is scheduled for replacement this fiscal year. It is 14 years old and has 65,552 miles on it. Maintenance cost to date for this unit is \$5,534.43. Recent repair issues with this unit have included the supplemental restraint system, body electrical, EVAP system, tune-up, power steering and linkage, intake manifold leaking, and A/C system.



Staff will have the replaced unit be moved to the Information Services Department and the current Information Services van, a 2000 Chrysler Grand Voyager with 122,112 miles, be declared surplus and be sold on publicsurplus.com. It is expected to be sold for approximately \$800.00.

Sourcewell is a government agency offering competitively solicited contracts for use by education, government, and nonprofits. Cooperative contracts mean volume discounts. The City has been a member for several years and has made a number of purchases through them over the years.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The new unit will cost \$29,752.14. Stakeholders can locate the budgeted amount of \$28,325.00 for the purchase of the unit in the Capital Lease-Capital Outlay Licensed Vehicle account (40110141-72130). During the course of the year items

included in the budgeted capital lease are either slightly over or under budget. The Finance department monitors this to ensure that the City stays within the overall Capital Lease budget. Stakeholders can locate the Van in the FY 2020 Budget Book titled "Other Funds & Capital Improvement" on pages 87 and 91.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Rob Krones, Supt. of Fleet Maintenance
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: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- PW 2B Quote Unit 82 Van Replacement 08262019



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

8/7/2019

Quote ID: 19618

Order Cut Off Date: 9/5/2019

Rob Krones
 City of Bloomington
 Fleet Managment
 336 South Main st
 Bloomington , Illinois, 61701

Dear Rob Krones,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2019 Dodge Grand Caravan (RTKH53) SE Wagon,) and delivered to your specified location, each for

	One Unit
Contract Price	\$29,752.14
Tax (0.0000 %)	\$0.00
Tire fee	\$0.00
Total	\$29,752.14

- per the attached specifications. Price includes 1 additional key(s).

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 120716-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
 Account Manager
 Email: Fleet@NationalAutoFleetGroup.com
 Office: (855) 289-6572
 Fax: (831) 480-8497



GMC

In order to Finalize your Quote, please submit this purchase packet to your governing body for Purchase Order Approval. Once you issue a Purchase Order please send by:

Fax: (831) 480-8497

**Mail: National Auto Fleet Group
490 Auto Center Drive
Watsonville, CA 95076**

Email: Fleet@nationalautofleetgroup.com

We will then send a W-9 if you need one

**Please contact our main office with any questions:
1-855-289-6572**

Vehicle Configuration Options

ENGINE	
Code	Description
ERB	ENGINE: 3.6L V6 24V VVT (FFV), (STD)
TRANSMISSION	
Code	Description
DG2	TRANSMISSION: 6-SPEED AUTOMATIC 62TE, (STD)
WHEELS	
Code	Description
WFU	WHEELS: 17" X 6.5" STEEL, (STD)
TIRES	
Code	Description
TU3	TIRES: 225/65R17 BSW TOURING, (STD)
PRIMARY PAINT	
Code	Description
PW7	WHITE KNUCKLE CLEARCOAT
PAINT SCHEME	
Code	Description
___	STANDARD PAINT
SEAT TYPE	
Code	Description
H7X1	BLACK/LIGHT GRAYSTONE, CLOTH LOW-BACK BUCKET SEATS
ADDITIONAL EQUIPMENT	
Code	Description
AAJ	UCONNECT HANDS-FREE GROUP, -inc: Remote USB Port, Bluetooth Streaming Audio, Uconnect Voice Command w/Bluetooth
CPOS PKG	
Code	Description
29S	QUICK ORDER PACKAGE 29S SE, -inc: Engine: 3.6L V6 24V VVT (FFV), Transmission: 6-Speed Automatic 62TE, Black Door Handles
SEATING ARRANGEMENT	
Code	Description
CYC	2ND ROW STOW 'N GO BUCKET SEATS, -inc: 3rd Row Stow 'N Go w/Tailgate Seats

2019 Fleet/Non-Retail Dodge Grand Caravan SE Wagon

WINDOW STICKER

2019 Dodge Grand Caravan SE Wagon		
CODE	MODEL	MSRP
RTKH53	2019 Dodge Grand Caravan SE Wagon	\$27,040.00
OPTIONS		
ERB	ENGINE: 3.6L V6 24V VVT (FFV), (STD)	\$0.00
DG2	TRANSMISSION: 6-SPEED AUTOMATIC 62TE, (STD)	\$0.00
WFU	WHEELS: 17" X 6.5" STEEL, (STD)	\$0.00
TU3	TIRES: 225/65R17 BSW TOURING, (STD)	\$0.00
PW7	WHITE KNUCKLE CLEARCOAT	\$0.00
—	STANDARD PAINT	\$0.00
H7X1	BLACK/LIGHT GRAYSTONE, CLOTH LOW-BACK BUCKET SEATS	\$0.00
AAJ	UCONNECT HANDS-FREE GROUP, -inc: Remote USB Port, Bluetooth Streaming Audio, Uconnect Voice Command w/Bluetooth	\$795.00
29S	QUICK ORDER PACKAGE 29S SE, -inc: Engine: 3.6L V6 24V VVT (FFV), Transmission: 6-Speed Automatic 62TE, Black Door Handles	\$0.00
CYC	2ND ROW STOW 'N GO BUCKET SEATS, -inc: 3rd Row Stow 'N Go w/Tailgate Seats	\$1,395.00
Please note selected options override standard equipment		
SUBTOTAL		\$29,230.00
Advert/ Adjustments		\$0.00
Manufacturer Destination Charge		\$1,495.00
TOTAL PRICE		\$30,725.00
Est City: 17 MPG Est Highway: 25 MPG Est Highway Cruising Range: 500.00 mi		

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment

MECHANICAL

Engine: 3.6L V6 24V VVT (FFV)
Transmission: 6-Speed Automatic 62TE
3.16 Axle Ratio
Touring Suspension
GVWR: 6,050 lbs
50 State Emissions
Transmission w/Driver Selectable Mode, AUTOSTICK Sequential Shift Control and Oil Cooler
Front-Wheel Drive
Engine Oil Cooler
730CCA Maintenance-Free Battery w/Run Down Protection
160 Amp Alternator
Towing Equipment -inc: Trailer Sway Control
Gas-Pressurized Shock Absorbers
Front Anti-Roll Bar
Hydraulic Power-Assist Steering
20 Gal. Fuel Tank
Single Stainless Steel Exhaust
Strut Front Suspension w/Coil Springs
Torsion Beam Rear Suspension w/Coil Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist and Hill Hold Control

EXTERIOR

Wheels: 17" x 6.5" Steel
Tires: 225/65R17 BSW Touring
17" Wheel Covers
Spare Tire Mobility Kit
Clearcoat Paint
Body-Colored Front Bumper
Body-Colored Rear Step Bumper
Black Side Windows Trim and Black Front Windshield Trim
Body-Colored Bodyside Moldings
Black Power Heated Side Mirrors w/Manual Folding
Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster
Deep Tinted Glass
Variable Intermittent Wipers
Galvanized Steel/Aluminum Panels
Lip Spoiler
Chrome Grille
Sliding Rear Doors

Liftgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Perimeter/Approach Lights
LED Brakelights
Aero-Composite Halogen Daytime Running Headlamps w/Delay-Off

ENTERTAINMENT

Radio: 430
AM/FM Stereo w/Seek-Scan, In-Dash Mounted Single CD, MP3 Player and Clock
Fixed Antenna
6 Speakers
Steering Wheel Mounted Audio Controls
Audio Jack Input for Mobile Devices
40GB Hard Drive w/28GB Available
1 LCD Monitor In The Front

INTERIOR

2nd Row Bench w/Rear Stow 'N Go 60/40
4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
Full Folding Front Facing Manual Reclining Fold Forward Seatback Cloth Rear Seat w/Manual Fore/Aft
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Trip Odometer and Trip Computer
Power Rear Windows and Power Vented 3rd Row Windows
Fixed Split-Bench Cloth 3rd Row Seat Front, Manual Recline and 3 Fixed Head Restraints
Front Cupholder
Rear Cupholder
Valet Function
Remote Keyless Entry w/Integrated Key Transmitter, 2 Door Curb/Courtesy, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Rear Air Conditioning w/Heater
Dual Zone Front Manual Air Conditioning
HVAC -inc: Underseat Ducts and Headliner/Pillar Ducts
Locking Glove Box
Driver Foot Rest
Full Cloth Headliner
Vinyl Door Trim Insert
Cloth Low-Back Bucket Seats
Interior Trim -inc: Simulated Wood Instrument Panel Insert, Simulated Wood Door Panel Insert and Chrome Interior Accents

Urethane Gear Shift Knob
Day-Night Auto-Dimming Rearview Mirror
Driver And Passenger Visor Vanity Mirrors
Mini Overhead Console w/Storage, Conversation Mirror and 4 12V DC Power Outlets
Fade-To-Off Interior Lighting
Front Map Lights
Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats
Carpet Floor Trim
Cargo Features -inc: Spare Tire Mobility Kit
Cargo Space Lights
6.5" Touchscreen Display
ParkView Rear Back-Up Camera
Instrument Panel Bin, Covered Dashboard Storage, Interior Concealed Storage, Driver And Passenger Door Bins
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Power 1st Row Windows w/Driver 1-Touch Down
Trip Computer
Outside Temp Gauge
Analog Display
2 Seatback Storage Pockets
Manual Anti-Whiplash w/Tilt Front Head Restraints and Manual Adjustable Rear Head Restraints
Driver And Front Passenger Armrests
Sentry Key Engine Immobilizer
Air Filtration
4 12V DC Power Outlets

SAFETY

Electronic Stability Control (ESC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Curtain 1st, 2nd And 3rd Row Airbags
Airbag Occupancy Sensor
Driver Knee Airbag
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners



CONSENT AGENDA ITEM NO. 7C

FOR COUNCIL: August 26, 2019

SPONSORING DEPARTMENT: Fire and Facilities Management

SUBJECT: Consideration and action on a Bid from William Masters, Inc. for installing new emergency backup generators at Fire Stations 1, 3 and 4 through BID #2020-08, as requested by the Fire and Facilities Management Departments.

RECOMMENDED MOTION: The proposed Bid and Contract be approved.

STRATEGIC PLAN LINK: Goal 2. Upgrade City Infrastructure and Facilities.

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

BACKGROUND: The emergency backup generators at Fire Stations 1 and 3 are over forty (40) years old, and the one at Station 4 is nearly thirty (30) years old. Replacement parts for the existing generators are nearly impossible to find and replacement of the generators is needed in order to keep the stations operational during power outages. Three (3) bids were received. A full bid tabulation is attached and a summary of the submitted bids follows. Since all bids were from local vendors, the Local Preference Purchasing Policy evaluation was not performed.

COMPANY	TOTAL BID
William Masters, Inc.	\$146,625.00
Anderson Electric, Inc.	\$190,175.00
Wilcox Electric & Service, Inc.	\$195,950.00

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This bid was advertised in The Pantagraph on July 29, 2019.

FINANCIAL IMPACT: Funds totaling \$300,000 are included in the FY 2020 Budget under the Capital Lease - Equipment Other than Office account (40110141-72140). Stakeholders can locate this in the FY 2020 Budget Book titled "Other Funds & Capital Improvements" on page 87 and 91.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Russel Waller, Facilities Manager

Reviewed By:

Brian Mohr, Fire Chief

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:

- BFD 1B BFD Generators Bid Tab
- BFD 1C BFD Generators Contract

City of Bloomington, Illinois
Fire Station Generator Replacements
Bid 2020-08
BID TABULATION

		William Masters	Anderson Electric	Wilcox Electric
Base Bid Items		Total Cost	Total Cost	Total Cost
1	Station #1 Generator & Transfer Switch Replacement	\$ 41,850.00	\$ 49,000.00	\$ 48,750.00
2	Contingency	\$ 4,185.00	\$ 4,900.00	\$ 4,875.00
	Station #1 Total	\$ 46,035.00	\$ 53,900.00	\$ 53,625.00
1	Station #3 Generator & Transfer Switch Replacement	\$ 41,200.00	\$ 52,000.00	\$ 48,200.00
2	Contingency	\$ 4,120.00	\$ 5,200.00	\$ 4,820.00
	Station #1 Total	\$ 45,320.00	\$ 57,200.00	\$ 53,020.00
1	Station #4 Generator & Transfer Switch Replacement	\$ 33,000.00	\$ 37,500.00	\$ 35,650.00
2	Contingency	\$ 3,300.00	\$ 3,750.00	\$ 3,565.00
	Station #1 Total	\$ 36,300.00	\$ 41,250.00	\$ 39,215.00
Alternate Bid Items				
1	3 yr Maintenance w/Load Bank Tests - Station #1	\$ 1,440.00	\$ 3,275.00	\$ 3,422.00
2	3 yr Maintenance w/Load Bank Tests - Station #3	\$ 1,440.00	\$ 3,275.00	\$ 3,422.00
3	3 yr Maintenance w/Load Bank Tests - Station #4	\$ 1,440.00	\$ 3,275.00	\$ 3,422.00
4	Remove & Dispose of Ex Generator - Station #1	\$ 1,250.00	\$ 7,500.00	\$ 13,600.00
5	ACM Removal - Station #1	\$ 3,400.00	\$ 3,000.00	\$ 3,120.00
6	Remove & Dispose of Ex Generator - Station #3	\$ 1,250.00	\$ 7,500.00	\$ 13,600.00
7	ACM Removal - Station #3	\$ 6,550.00	\$ 6,000.00	\$ 6,240.00
8	Remove & Dispose of Ex Fuel Tank - Station #1	\$ 1,100.00	\$ 2,000.00	\$ 1,632.00
9	Remove & Dispose of Ex Fuel Tank - Station #3	\$ 1,100.00	\$ 2,000.00	\$ 1,632.00
	Alternates Total	\$ 18,970.00	\$ 37,825.00	\$ 50,090.00
	GRAND TOTAL	\$ 146,625.00	\$ 190,175.00	\$ 195,950.00

**CITY OF BLOOMINGTON
CONTRACT WITH**

FOR

THIS AGREEMENT, dated this ____ day of _____, 2019, is between the City of Bloomington (hereinafter “CITY”) and (hereinafter “CONTRACTOR”).

NOW THEREFORE, the parties agree as follows:

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

Section 2. Incorporation of Bid/RFP/RFO & Proposal Terms / Prevailing Wage. This work was subject to the following procurement initiative by the CITY:

_____ (hereinafter “Request”)

Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as “Procurement Documents” and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply. This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

Section 3. Description of Services. CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: _____

Section 4. Payment. For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR one of the following:

A flat fee of \$ _____ as set forth in the Procurement Documents.

Fees as set forth in the Procurement Documents up to the Contract amount of \$ _____.

Section 5. Default and Termination. Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney’s fees and court costs.

Section 6. Representations of Vendor. CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

Section 7. Assignment. Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 8. Compliance with Laws. CONTRACTOR agrees that any and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 9. Compliance with FOIA Requirements. CONTRACTOR further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR shall be responsible for any damages/penalties assessed to CITY for CONTRACTOR'S failure to furnish all documentation in CONTRACTOR'S possession responsive and related to a request within five (5) days after CITY issues a notice of a request.

Section 10. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 11. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 12. Attorney Fees. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

Section 13. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 14. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

By: _____
Its City Manager

By: _____
Its _____

ATTEST:

By: _____
City Clerk

By: _____
Its _____



CONSENT AGENDA ITEM NO. 7D

FOR COUNCIL: August 26, 2019

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration and action to accept the alternate bid for Hydrofluosilicic Acid (fluoride) water treatment chemical from Mosaic Global Sales, LLC., and approve the contract, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Bid be accepted, and the proposed Contract be approved.

STRATEGIC PLAN LINK: Goal 2. Upgrade City Infrastructure and Facilities.

STRATEGIC PLAN SIGNIFICANCE: Objective 2b. Quality water for the long term.

BACKGROUND: Public Works is recommending the approval of the alternate bid with Mosaic Global Sales, LLC., in the amount of \$390 per ton on a 40,000-pound shipment. On August 8, 2019, bids were opened for the City of Bloomington's Hydrofluosilicic Acid (fluoride) water treatment chemical. Hydrofluosilicic Acid is a compound added to provide the necessary concentration of fluoride in the water to assist with oral health. The City is required to maintain a fluoride concentration of 0.7 mg/L. Other chemicals utilized in the water treatment process are under multi-year agreements or will be presented separately in the future as needs arise.

The Public Works Department solicited bids for the following periods: the initial term of September 12, 2019 through April 30, 2020 with alternate bids for September 12, 2019 through April 30, 2020; May 1, 2020 through April 30, 2021; May 1, 2021 through April 30, 2022; and May 1, 2022 through April 30, 2023; in order to align the contracts with the City's fiscal year. Three bids were received.

While Carus Chemical Corporation was the lowest bidder for the initial term, they included variances that stipulated a split load delivery fee and a fee of \$75 per hour if the delivery driver must wait longer than two hours to deliver the chemical. Carus Chemical Corporation submitted a bid for the initial term of September 12, 2019 through April 30, 2020 and did not submit a bid for the alternate bid period for the three-year extension.

Mosaic Global Sales, LLC., submitted a bid for September 12, 2019 through April 30, 2020, as well as the alternate bid which included the initial term and the three-year extensions at the same price. They also did not stipulate additional fees. Therefore, staff determined that it is in the City's best interest to enter into a long-term contract with Mosaic Global Sales, LLC., to avoid additional fees and lock in the price per ton through April 30, 2023.

Staff estimates the cost of Hydrofluosilicic Acid to be approximately \$17,550 for the initial term of the contract and approximately \$30,000 for each of the three one-year extensions. Staff will budget the appropriate amount for each fiscal year of the approved contract.

Please see below for current Hydrofluosilicic Acid and the proposed contract Amount:

	Current Contract Amount	Proposed Contract Amount	% Increase
Mosaic Global Sales, LLC.	\$354/ton	\$390/ton	10.17% Increase

Please see the attached Bid Tab for the complete listing of bids that were received.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The invitation to bid was advertised in the Pantagraph on July 24, 2019.

FINANCIAL IMPACT: Funds are included in the FY 2020 Budget for this purchase under the Water Purification-Water Chemicals account (50100130-71720). Stakeholders can locate this in the FY 2020 Budget Book titled "Other Funds & Capital Improvement" on page 121. Staff estimates the cost of Hydrofluosilicic Acid to be approximately \$17,550 for the initial term of the contract (September 12, 2019 through April 30, 2020, \$390/ton, \$17,550) and approximately \$30,000 for each of the three one-year extensions. Staff will budget the appropriate amount in each of the future fiscal years of the contract if approved.

COMMUNITY DEVELOPMENT IMPACT: Goals UEW-1 Provide quality public infrastructure within the City to protect public health, safety and the environment, and 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
Kevin Whitehouse, Supt. of Water Purification
Michael Hill, Management Analyst

Reviewed By: Jim Karch, P.E., MPA, Public Works 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:

- PW 3B Bid Tab Hydrofluosilicic Acid 08262019
- PW 3C Contract Hydrofluosilicic Acid 08262019
- PW 3D Proposal Hydrofluosilicic Acid 08262019



CITY CLERK
 109 EAST OLIVE STREET
 BLOOMINGTON, IL 61702-3157
 309.434.2240 tel
 309.434.2802 fax

RECORD OF BID OPENING FOR:

BID #2020-09

Water Chemical – Hydrofluosilicic Acid

DATE: August 2, 2017

TIME: 1:00 p.m.

Bidder's Name	City, State	Mandatory City Documents	Bid Signed	Bid Bond	Addendum #1	Hydrofluosilicic Acid Base Bid Total	Hydrofluosilicic Acid Alternate Bid Total
Shannon Chemical Corp.	Malvern, PA			No	Bid		
Geo Specialty Chemicals 8/5/19 10:00am	Little Rock, AR			No	Bid		
Muni Team Univar USA 8/1/19 10:05 AM	Kent, WA			No	Bid		
Mosaic - Fishhawk 8/7/19 10:05am	Lithia, FL	✓	✓	✓	✓	\$390/ton for 40,000lbs	\$390/ton
Pencoco Inc. 8/7/19 12:45pm	Sealy, TX	✓	✓	✓	✓	\$456 for 20,000lbs	\$476.36/ton
Carus Chemical Corp. 8/8/19 10:15AM	Peru, IL	✓	✓	✓	✓	\$355/ton for 40,000lbs	No Bid

*Disclaimer: This is a Bid tabulation for record of the Bid opening. Bids have not been reviewed and have not been presented to council. This does not represent any Award. Prices or options/alternates will not be included on the tabulation.

WITNESSES:

8/30/19
 11:45

**CITY OF BLOOMINGTON
CONTRACT WITH**

FOR

THIS AGREEMENT, dated this ____ day of _____, 2019, is between the City of Bloomington (hereinafter “CITY”) and (hereinafter “CONTRACTOR”).

NOW THEREFORE, the parties agree as follows:

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

Section 2. Incorporation of Bid/RFP/RFO & Proposal Terms. This work was subject to the following procurement initiative by the CITY:

_____ (hereinafter “Request”)

Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as “Procurement Documents” and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply.

Section 3. Description of Services. CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: _____

Section 4. Payment. For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR one of the following:

___ A flat fee of \$_____ as set forth in the Procurement Documents.

___ Fees as set forth in the Procurement Documents and included in the Council Memo as PW 3D Proposal Hydrofluosilicic Acid.

Section 5. Default and Termination. Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney’s fees and court costs.

Section 6. Representations of Vendor. CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

Section 7. Assignment. Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 8. Compliance with Laws. CONTRACTOR agrees that any and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 9. Compliance with FOIA Requirements. CONTRACTOR further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR shall be responsible for any damages/penalties assessed to CITY for CONTRACTOR'S failure to furnish all documentation in CONTRACTOR'S possession responsive and related to a request within five (5) days after CITY issues a notice of a request.

Section 10. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 11. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 12. Attorney Fees. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

Section 13. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 14. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

By: _____
Its City Manager

By: _____
Its _____

ATTEST:

By: _____
City Clerk

By: _____
Its _____

WATER DEPARTMENT

FLUORIDE - HYDRO FLUOSILIC ACID

Bid shall be submitted based on AWWA Standard Specifications for Fluoride. All bids to be 25% acid content. Each order must be delivered with an affidavit of analysis for acid content.

Approximate usage - 125,000 to 200,000 lbs.

Bidder shall supply the City with Fluoride as required and ordered by the City. Supplier shall deliver the Fluoride to the Water Treatment Plant at Lake Bloomington and unload into two 2,000 gallon receiving tanks.

INITIAL TERM PRICING FOR SEPTEMBER 12, 2019 – APRIL 30, 2020

PRICE BID PER 2,000 LBS. \$0.195 FOR 40,000 LB. SHIPMENT

FREIGHT PER 2,000 LBS. included in price above

TOTAL COST DELIVERED/TON \$390*** FOR 40,000 LB. SHIPMENT

ALTERNATE BID FOR SEPTEMBER 12, 2019 – APRIL 30, 2023 TERM

Initial Term: TOTAL COST DELIVERED/TON \$390 FOR 40,000 LB. SHIPMENT

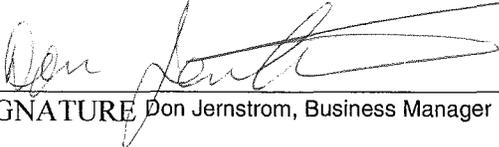
1st Year Extension: TOTAL COST DELIVERED/TON \$390 FOR 40,000 LB. SHIPMENT

2nd Year Extension: TOTAL COST DELIVERED/TON \$390 FOR 40,000 LB. SHIPMENT

3rd Year Extension: TOTAL COST DELIVERED/TON \$390 FOR 40,000 LB. SHIPMENT

TOTAL COST FOR SEPTEMBER 12, 2019 – APRIL 30, 2023 TERM: \$390/Ton

Mosaic Global Sales, LLC
NAME OF COMPANY


SIGNATURE Don Jernstrom, Business Manager

BID FORM

BID #2020-09

Water Chemical – Hydrofluosilicic Acid

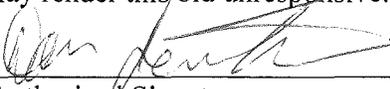
We, the undersigned, agree to the terms and conditions used by the City of Bloomington, Illinois, at the bid price submitted, and to supply all services and/or commodities as required in the requirements and Instructions to Bidders. We further agree to deliver the commodity and/or services as outlined with in this document, FOB Bloomington, Illinois, freight prepaid.

The bidder certifies by signature below that it has not been barred from contracting with a unit of State or Local government in the State of Illinois as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

We further agree to complete all of the above work in a complete, neat, and workmanlike manner.

The undersigned understands that any condition above, clarification made to the above, or information submitted on or with this form other than requested may render this bid unresponsive.

Mosaic Global Sales, LLC
Firm


Authorized Signature

13830 Circa Crossing Drive
Address

Lithia FL 33547
City State Zip

800.578.7891
Phone Number

08/06/19
Date

Email Address: FSA.Group@mosaicco.com



CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: August 26, 2019

SPONSORING DEPARTMENT: N/A

SUBJECT: Consideration and action to adopt an Ordinance Approving the First Amendment to the Contract Between the City of Bloomington and Tim Gleason and Establishing the Salary of the City Manager and Making Retroactive Salary Adjustments, as requested by the City Council.

RECOMMENDED MOTION: The proposed Ordinance be approved.

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

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

BACKGROUND: On June 25, 2018, the Council approved the initial employment agreement with Tim Gleason, City Manager. The performance review for the City Manager's first year of service exceeded expectations, the highest ranking, and as a result an ordinance is presented to provide the City Manager with a 3.5% raise and an additional week of vacation.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The financial terms are set forth in the attached ordinance.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Jeffrey R. Jurgens, Corporation Counsel

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager

Recommended by:

A handwritten signature in black ink that reads "Tari Renner".

Tari Renner
Mayor

Attachments:

- LGL 1B Ordinance 2019-67 City Manager Contract

ORDINANCE 2019 - 67

AN ORDINANCE APPROVING THE FIRST AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND TIM GLEASON AND ESTABLISHING THE SALARY FOR THE CITY MANAGER AND MAKING RETROACTIVE SALARY ADJUSTMENTS

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

WHEREAS, on June 25, 2018, the Council approved the initial employment agreement with Tim Gleason, City Manager, which had certain requirements regarding performance evaluations and salary considerations; and

WHEREAS, the performance of the City Manager in 2018-2019 is deemed to exceed expectations, the highest performance ranking, and as a result thereof the City Council desires to provide an increase of 3.5% in the City Manager's base salary effective July 23, 2019, and to add an additional week of vacation; and

WHEREAS, the City Council desires to approve a First Amendment to the employment agreement to reflect the salary and benefit changes.

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

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

SECTION 2. The base salary of the City Manager is established to be \$191,475.00, retroactive to July 23, 2019.

SECTION 3. The City Council hereby approves the First Amendment to the Contract Between the City of Bloomington and Tim Gleason as set forth on Exhibit A. The City Mayor and City Clerk are hereby authorized to execute said First Amendment.

SECTION 4. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 5. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 6. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 7. This ordinance shall be effective immediately after the date of its publication as required by law.

SECTION 8. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 26th day of August 2019.

APPROVED this ____ day of August 2019.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, City Clerk

EXHIBIT A TO FOLLOW ON NEXT PAGE

FIRST AMENDMENT TO CONTRACT
BETWEEN THE CITY OF BLOOMINGTON AND TIMOTHY A. GLEASON

This First Amendment to the Contract between the City of Bloomington and Timothy A. Gleason is made on this 26th day of August, 2019, as set forth herein, between the CITY OF BLOOMINGTON, a municipal corporation in the County of McLean and State of Illinois ("City"), and TIM GLEASON ("Gleason").

RECITALS

A. On June 25, 2018, the City entered into a contract with Tim Gleason for him to serve as the City Manager for the City of Bloomington.

B. The parties desire to amend the June 25, 2018, contract to adjust the salary and provide an additional week of vacation based on the contract's performance criteria.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the parties hereto, intending legally to be bound, agree to incorporate the above recitals as if fully restated herein and further agree as follows:

1. The recitals set forth above shall be incorporated into the terms and conditions of this First Amendment as if fully set forth herein.

2. Section 6(A) shall be amended, in pertinent part, as follows:

A. City agrees to pay Manager for services rendered pursuant hereto an annual base salary of ~~One Hundred Eighty Five Thousand (\$185,000.00)~~ One Hundred Ninety-One Thousand and Four Hundred and Seventy-Five Dollars (\$191,475.00) effective July 23, 2019, payable in installments at the same time as other Employees of the City are paid.

3. Section 11(B) shall be amended as follows:

B. The Manager shall receive five (5) ~~four (4)~~ weeks of paid vacation annually, effective and commencing on the first day of his employment, until he reaches the point in the vacation schedule for non-bargaining unit managers of the City where he would be eligible for more than five (5) ~~four (4)~~ weeks of vacation, in which case he shall accrue at the same rate as other non-bargaining unit managers of the City.

4. In all other respects the Contract Between the City of Bloomington and Tim Gleason shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Contract Between the City of Bloomington and Timothy A. Gleason in duplicate this day and year first above written.

CITY OF BLOOMINGTON

TIM GLEASON

By: _____
Its City Mayor

By: _____
Tim Gleason

ATTEST:

By: _____
Its City Clerk



CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: August 26, 2019

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration and action on a Contract with SCADAware, Inc., for SCADA Maintenance Services (RFQ #2020-07), in the total amount of \$2,000,000.00, for a five-year period, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Contract be approved.

STRATEGIC PLAN LINK: Goal 2. Upgrade City Infrastructure and Facilities.

STRATEGIC PLAN SIGNIFICANCE: Objective 2b. Quality water for the long term.

BACKGROUND: Public Works is recommending the approval of a Professional Services Contract with SCADAware, Inc., for SCADA Maintenance Services, in the amount of \$2,000,000, for a five-year period. This is a long-term project with the budgeted \$2,000,000 not-to-exceed contract amount encumbered in FY 2020 and the expenditure of those funds scheduled over a five-year period. Annual expenditures are anticipated to range from \$300,000 to \$500,000.

Since its completion in the late 1990s, the Water Division Supervisory Control and Data Acquisition (SCADA) system has received limited maintenance with rehabilitation, repair, and replacement occurring as outdated components fail. Currently, the SCADA system relies on equipment that is years past its normal service life. In addition, replacement of the SCADA software will be necessary now that Microsoft has announced that it will discontinue support for the software's operating system. This proposed SCADA Maintenance Services will continue the maintenance, repair, and rehabilitation services for the Water Division SCADA System with the addition of a targeted approach that is based on strategic planning, condition assessment, and preventative maintenance. The proposed multi-year service contract will allow the Public Works Department to pursue a prioritized implementation of the necessary system-wide maintenance and improvements while minimizing the impact on day-to-day operations of the water system.

The services provided by SCADAware, Inc. under this SCADA Maintenance Services contract will encompass routine maintenance, troubleshooting, repair and replacement of system components, and programming of control panels and SCADA computer software. They will provide planning, design, construction, testing, and commissioning of improvement projects. The services will also include 24-hour telephone support and emergency service.

In FY 2017, the City contracted with a consultant to develop a SCADA Master Plan and construction documents for SCADA system improvements following the standard design-bid-build model for public works projects. The bidding and construction that was planned for FY

2018 had to be delayed until FY 2019 and then again to FY 2020, as the consultant was unable to successfully complete the master plan and construction documents. That FY 2017 professional services contract was terminated.

This SCADA Maintenance Services contract was developed to expedite the completion of the needed SCADA improvements. The high-priority SCADA system improvements that had been planned for FY 2018 have not been completed. Portions of the needed SCADA system assessment and planning for improvements were completed under the draft FY 2017 SCADA Master Plan. This previous work will be used to coordinate and inform the SCADA Maintenance Services and allow for completion of the needed maintenance, repair, and rehabilitation services for the Water Division SCADA System without starting the design-bid-build cycle over again and delaying the start of the high-priority SCADA maintenance, repair, and improvements work by another one to two years.

The Public Works Department has selected SCADAware, Inc., as a firm that is uniquely qualified to leverage the previous assessment and planning work and provide a rapid and integrated response to the City's need for SCADA system improvements.

SCADAware, Inc. was selected using the Professional Services Qualifications Based Selection Process. This process involved:

- 1) Sending out Request for Qualifications (RFQ) specific to the project,
- 2) Reviewing each of the submitted Statements of Qualifications based on the criteria outlined in the RFQ,
- 3) Selecting the most qualified firm and negotiating scope and fee with them.

The City's procurement agent reviewed this process and confirmed that the procedure was performed in accordance with applicable standards.

The firms that submitted Statement of Qualifications in response to the City's Request for Qualifications No. 2020-07 are as follows:

1. SCADAware, Inc.
2. Farnsworth Group, Inc.

SCADAware, Inc., was selected as the best firm to perform SCADA Maintenance Services for the Public Works Water Division, based on the proposed staff and their experience related to previous similar projects completed.

The contract amount included in the Professional Service Contract is a not-to-exceed amount. The final overall rates and fees proposed by SCADAware, Inc., are fair, appropriate and competitive for the scope of work included.

The schedule for the project is to begin the services immediately upon receipt of a signed Professional Services Contract.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Qualifications was advertised in The Pantagraph on July 16, 2019.

FINANCIAL IMPACT: Funds totaling \$2,000,000 are included in the FY 2020 Budget under the Water Purification-Other Capital Improvement account (50100130-72620). Stakeholders can

locate this in the FY 2020 Budget Book titled "Other Funds & Capital Improvement" on pages 121, 242, 291, 309 and 310.

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

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

Respectfully submitted for Council consideration.

Prepared By: Aaron Kinder, Supt. of Mechanical Maintenance
Richard Bernard, Civil Engineer II
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: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- PW 1B Contract SCADA Maintenance Final 08262019

**CITY OF BLOOMINGTON CONTRACT WITH
SCADAware, Inc.
FOR PROFESSIONAL SERVICES FOR
SCADA Maintenance Services**

THIS AGREEMENT, dated this 26th day of August _____, 2019, is between the City of Bloomington (hereinafter "CITY") and SCADAware, Inc. (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

Section 2. Description of Services. CONTRACTOR shall provide the services/work identified on Exhibit A.

Section 3. Payment. For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR one of the following:

- A flat fee of \$ _____ as set forth in the payment terms attached as Exhibit B.
- Fees as set forth in the Payment Terms attached as Exhibit B.

Section 4. Default and Termination. Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney's fees and court costs.

Section 5. Reuse of Documents. All documents including reports, drawings, specifications, and electronic media furnished by CONTRACTOR pursuant to this Contract are instruments of CONTRACTOR'S services. Nothing herein, however, shall limit the CITY'S right to use the documents for municipal purposes, including but not limited to the CITY'S right to use the documents in an unencumbered manner for purposes of remediation, remodeling and/or construction. CONTRACTOR further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act.

Section 6. Standard of Care. Services performed by CONTRACTOR under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

Section 7. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, its officers, officials, agents and employees from and against liability arising out of CONTRACTOR'S negligent acts, errors, or omissions in performance of services under this Contract. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force.

Section 8. Insurance Requirements. CONTRACTOR shall maintain an errors and omissions policy in the amount of \$2,000,000.00 and shall further maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits not less than \$2,000,000.00. Certificates of insurance shall be provided to CITY and CITY shall be named as an additional insured under the policy.

Section 9. Representations of Vendor. CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

Section 10. Assignment. Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 11. Compliance with Laws. CONTRACTOR agrees that any and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 12. Compliance with FOIA Requirements. CONTRACTOR further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR shall be responsible for any damages/penalties assessed to CITY for CONTRACTOR'S failure to furnish all documentation in CONTRACTOR'S possession responsive and related to a request within five (5) days after CITY issues a notice of a request.

Section 13. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 14. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

Section 15. Attorney Fees. In the event that any action is filed by a party in relation to this contract and the party prevails in court and obtains a court order or judgment as a result of said litigation, the non-prevailing party in the action shall pay to the prevailing party, in addition to the sums that either party may be called on to pay, a reasonable sum for the prevailing party's attorneys' fees and court costs (including expert witness fees).

Section 16. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 17. Term. The term of this Contract shall be:

- Until all of the services and/or deliverables required to provided within this Contract are completed.
- From one (1) year from the date of execution.
- From two (2) years from the date of execution.
- Other:Up to Five (5) years from the date of execution, or until CITY funds allocated for said project are depleted or the CITY determines that the services and/or deliverables within this Contract have been completed.
CITY shall complete an evaluation of the Contract 30 days prior to the end of each Contract year and shall have sole discretion to determine whether the Contract continues into the next year. CITY and CONTRACTOR shall work together to determine goals for each continued year.

The Contract shall also be subject to the following renewal terms, if any: _____

Notwithstanding anything herein, the provisions in Sections 7 and 12 shall survive termination.

Section 18. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

SCADAware, Inc.

By: _____
Its City Manager

By: _____
Its _____

ATTEST:

By: _____
City Clerk

By: _____
Its _____

EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

EXHIBIT B
PAYMENT TERMS

SCADAware

2023 Eagle Road • Normal, Illinois 61761
Phone: (309) 665-0135 • Fax: (309) 665-0975

QUOTATION

To: Richard Bernard
City of Bloomington Public Works
Water Division

Project: SCADA System Maintenance Agreement

Quotation No. Q2019281

Date: 8-August-2019

Contact: Scott Dappen

Phone (309) 665-0135
Fax (309) 665-0975
Mobile (309) 825-2875
Email dappen@scadaware.com

1. GENERAL

In order to assist the City of Bloomington with the maintenance of the SCADA system, SCADAware is submitting the following SCADA System Maintenance proposal.

SCADAware will provide services for routine maintenance, 24-hour phone support, troubleshooting, general support, & miscellaneous projects.

SCADAware and City of Bloomington have the flexibility of providing these services either in person onsite at City of Bloomington, via remote computer access from the SCADAware office in Bloomington, or via phone.

The Scope of Work section of this agreement generally defines the services provided by SCADAware and those services retained by City of Bloomington. Using the Scope of Work as a guideline, the services provided by SCADAware can be estimated.

2. SCOPE OF WORK

2.1 Routine Services

As part of the maintenance plan for the Bloomington SCADA System, there are certain services which need to be performed on a routine basis.

These routine services, mostly considered to be preventive maintenance, will be directed at the core components of the SCADA System, including PLCs, instrumentation, computer hardware, computer software, and the network administration.

Items that can be considered part of the Routine Services provided by SCADAware:

- Upkeep of system documentation, including drawings and manuals
- Computer Hardware Preventative Maintenance & Review
 - Check Logs for Errors/Faults
 - Check for Loose Cable Connections
 - UPS – Check for Errors/Faults, Test Battery
 - Clean/Vacuum Inside of Computer
- SCADA System Software Review
 - Operating Systems
 - SCADA Application
 - Misc. Applications
 - SCADA System Security
- Verification of system instrumentation
- PLC hardware preventive maintenance
 - Firmware upgrades
 - Backup of PLC programs
 - Processor battery replacement

2.2 24-Hour Phone Support

SCADAware is proposing to provide the City of Bloomington with 24-hour access via phone to a SCADAware Engineer, and the monthly fee for this access is \$600. A response time of less than one-hour is guaranteed, but a minimum of 1-hour labor will be incurred for each call.

2.3 Troubleshooting Services

When requested by the City of Bloomington, SCADAware will provide troubleshooting services to the City of Bloomington. These troubleshooting services can pertain to the SCADA System, or any other area that the City of Bloomington determines that SCADAware can provide valuable assistance.

2.4 General Support Services

At the request of the City of Bloomington, SCADAware will provide general support services, such as coordination with City IT, minor software updates, minor system improvements, system training, & disaster recovery.

2.5 Upgrade Projects

SCADAware will work with the City of Bloomington to prioritize system upgrades. It is assumed that information from the previously developed SCADA master plan will be used to help define a five-year plan, prioritize projects, and define the implementation path. These projects will be identified together by the City of Bloomington & SCADAware.

For these projects, SCADAware will provide an estimate and quotation to the City of Bloomington for their consideration. SCADAware realizes that such project work may be bid outside the scope of the maintenance agreement at the discretion of the City of Bloomington. The City of Bloomington may also decide to budget SCADAware services within the special pricing structure provided by this agreement. Unless these projects are planned and budgeted, it is possible that these projects will require separate billing according to standard SCADAware terms and rates.

2.6 Provided by City of Bloomington

As a general guideline, some services and areas of responsibility that will be performed by City of Bloomington included, but not limited to, the following items:

- Administration Network Hardware & Software
- Internet Access & ISP Administration
- Firewall & Routers
- Mechanical Equipment such as Pumps & Motors
- Preventative Maintenance on Field Instrumentation
- Supplies such as UPS Batteries, Laser Printer Toner & Paper, Backup Tapes

2.7 Documentation of Support Service

SCADAware will document each support service situation and submit this documentation to the Main City of Bloomington Contact for SCADAware Support Services.

2.8 Designated Work Area

The onsite services provided by SCADAware would be most efficient if City of Bloomington could allocate a designated work area for onsite SCADAware engineers. The ideal work area would be an out-of-the-way area which would include a desk, a storage cabinet, adequate light, good heating & air conditioning, and network access.

2.9 SCADAware Personnel

SCADAware intends to provide support services to City of Bloomington using the same personnel that installed the SCADA System during the Phase I-IV projects.

2.10 SCADAware Warranty

In general, the SCADAware warranty is one-year for labor and the Manufacturer's warranty for hardware.

3. COST

On a monthly basis, SCADAware provide the City of Bloomington with a report that documents all time & material costs for that month. This monthly report will be broken out according to a work order that labor is assigned.

SCADAware will work with the City of Bloomington to develop a listing of long and short-term system improvements. This list will typically be developed in detail for near term projects and tasks, and in general terms for a longer-term plan. The long-term plan is assumed to cover five years, with many items that may fall outside of the scope of normal SCADA service.

SCADAware will periodically review of the near-term tasks with the City of Bloomington to ensure prioritization and progress of tasks. These reviews will be conducted either monthly, or quarterly.

SCADAware

2023 Eagle Road • Normal, Illinois 61761
Phone: (309) 665-0135 • Fax: (309) 665-0975

Schedule of Hourly Rates effective 01/01/2019

Category	Work	Travel
Control Technician	\$90.00	\$55.00
Project Engineer	\$115.00	\$70.00
Computer Software Engineer	\$115.00	\$70.00
Senior Engineer/Specialist	\$130.00	\$85.00
Project Manager	\$165.00	\$110.00
Emergency Service (without a contract)	+\$35 to above	+\$35 to above

Overtime:

(SCADAware business hours are 8AM to 5PM Monday through Friday)

Weekday overtime and Saturdays.....50%
Sundays and Holidays100%

Service Calls:

- On-site calls may incur a four (4) hour minimum charge, plus travel time.
- On-Site technical support (without a contract) that requires immediate attention (less than 24-hour notice) may be subject to a fee of \$150 per incident in addition to applicable hourly rates.
- Telephone support calls will incur a one (1) hour minimum charge at the appropriate hourly rate.

Expenses:

Expenses are calculated or charged atCost + 10%

Notes:

- Expenses include personal car mileage, car rental, airfares, equipment rental, accommodations and meals.
- Personal car mileage cost is calculated at the current IRS allowable rate.
As of January 1, 2019: 58 cents per mile.
- As a general rule, during extended remote commissioning, we request that engineers return to home and the office every two weeks, and recuperate for two days. The costs associated with travel to and from the SCADAware office will be invoiced to the customer if the work performed is on a time and material basis. The travel cost will otherwise be included in the lump sum or fixed priced quotations.



CONSENT AGENDA ITEM NO. 7G

FOR COUNCIL: August 26, 2019

SPONSORING DEPARTMENT: Police

SUBJECT: Consideration and action on a Towing Contract with Joe’s Towing & Recovery for 10,000 Gross Vehicle Weight (GVW) and Under, for a period of three (3) years with up to two (2) additional twelve (12) month extensions (based on satisfactory performance ratings), as requested by the Police Department.

RECOMMENDED MOTION: The proposed Contract be approved.

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

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

BACKGROUND: The prior towing contract expired on April 30, 2019 and Bid #2020-06 was released on 7/11/19. The bid specifications asked for 1) towing, winching, and other miscellaneous services for cars, trucks, and light equipment (10,000 GVW and under) owned by the City of Bloomington, and 2) Police Department ordered towing, relocation and storage of cars and trucks.

The bidder must provide services as needed twenty-four (24) hours a day for 365 days per each awarded year. Joe’s Towing & Recovery was the sole bidder. The City has had a long relationship with Joe’s Towing & Recovery and they have provided satisfactory services in the prior two contracts. The award will be for the period of May 1, 2019 through April 30, 2021 (3 years). There is also an option based upon satisfactory performance during the first three years to extend the contract an additional two (2), twelve (12) month periods with the City Council’s approval.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The term for renewal is three (3) years, which covers May 1, 2019 and ends on April 30, 2021, with an option of renewing for an additional two (2) years. The contract specifications require no charge to the City for specific tow services which include:

Description of Service	Amount
Towing of City owned cars and equipment under 10,000 GVW	No Charge to the City
Towing of other cars and equipment	No Charge to the City
Tire changes	No Charge to the City
Abandoned and impounded vehicle storage charge to the City	No Charge to the City
Storage of City owned vehicles	No Charge to the City

Power Starting or Jump Starting of city owned vehicles	No Charge to the City
Vehicle held on an investigative hold	No Charge to the City

The bid included specific services the bidder would provide to the City with set amounts the City would be charged for these services. The list of tow services provided that require City reimbursement include:

Description of Services	Amount
Winching	\$50.00
Outside City Mileage Rate	\$3.00/mile
Transport/tow vehicles to and from the Bloomington Police Department Range (round trip)	\$50.00
Vehicles for training purposes (one-time fee per vehicle)	No Charge to the City
Relocation of other cars and equipment	No Charge to the City

As a condition of this tow contract, the successful towing operator will be required to pay the City of Bloomington an annual referral fee, of not less than \$28,835.00 per year, for receiving the tow referrals from the Police Department. This will include tows from accident scenes, Police Department arrests that require the vehicle to be towed, and abandoned vehicles that the owner would retrieve. This payment shall be made to the City of Bloomington upon issuance of the towing contract.

The tow referral fee revenue is accounted for in the Non-Departmental - Other Miscellaneous Revenue account (10010010-57990). The towing fees are budgeted in the Police-Towing account (10015110-70620) and Fleet Management-Towing account (10016310-70620). Stakeholders can locate this in the FY 2020 Budget Book titled "Budget Overview & General Fund" on pages 121, 221, and 295.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Gregory Scott, Assistant Chief of Police

Reviewed By: Daniel A. Donath, Assistant Chief of Police

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

Legal Review By: Angela Fyans Jimenez, Deputy 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

Attachments:

- PD 1B Contract City Towing
- PD 1C Bid Tab City Towing

**CITY OF BLOOMINGTON
CONTRACT WITH**

FOR

THIS AGREEMENT, dated this ____ day of _____, 2019, is between the City of Bloomington (hereinafter “CITY”) and (hereinafter “CONTRACTOR”).

NOW THEREFORE, the parties agree as follows:

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

Section 2. Incorporation of Bid/RFP/RFO & Proposal Terms / Prevailing Wage. This work was subject to the following procurement initiative by the CITY:

_____ (hereinafter “Request”)

Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as “Procurement Documents” and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply. This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

Section 3. Description of Services. CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: _____

Section 4. Payment. For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR one of the following:

___ A flat fee of \$_____ as set forth in the Procurement Documents.

___ Fees as set forth in the Procurement Documents.

Section 5. Default and Termination. Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney’s fees and court costs.

Section 6. Representations of Vendor. CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

Section 7. Assignment. Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 8. Compliance with Laws. CONTRACTOR agrees that any and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 9. Compliance with FOIA Requirements. CONTRACTOR further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR shall be responsible for any damages/penalties assessed to CITY for CONTRACTOR'S failure to furnish all documentation in CONTRACTOR'S possession responsive and related to a request within five (5) days after CITY issues a notice of a request.

Section 10. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 11. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 12. Attorney Fees. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

Section 13. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 14. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

By: _____
Its City Manager

By: _____
Its _____

ATTEST:

By: _____
City Clerk

By: _____
Its _____

EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

REVISED - SPECIFICATIONS for Bid #2020-06 Towing of Vehicles up to 10,000 GVW:

The following Specification is for the towing, winching, and other miscellaneous services for the City of Bloomington owned cars, trucks and light equipment 10,000 GVW and under, and Police Department ordered towing or relocation and storage of cars and trucks 10,000 GVW and under. Cars and trucks 10,000 GVW and under hereafter may be referred to as vehicles in this Specification.

Any variations from the following minimum specifications shall be noted in the space provided on the "Questionnaire Sheet" at the end of this Specification. Vendors will be required to write "Comply" or "Does Not Comply" and their reason they do not comply in the space provided. In event that your bid does not comply, you are required to write your variation in the space provided or provide a sheet of paper with your explanation of your variations.

Vendors that do not follow these instructions will automatically be disqualified from this bid. *This portion of the instructions will strictly be adhered to.* Bids containing variations will be considered.

General Information:

The City of Bloomington operates all types of cars, trucks, and light equipment up to 10,000 GVW which the successful Bidder may be asked to tow or winch at the City's discretion. The Specification will also apply to relocation of vehicles as required by the City of Bloomington and for emergency towing for the Bloomington Police Department. The Specification applies to changing automotive tires on Police and staff vehicles including pickup trucks. The City of Bloomington is an organization which operates 24 hours a day, 7 days a week, 365 days a year and may require immediate service at any time.

General Requirements:

Each bidder must furnish to the City in their submittals:

1. Evidence of successfully engaging in towing operations for not less than the last five (5) years
2. Compliance with State licensing requirements
3. Itemized list of towing equipment
4. Detailed description of storage facilities. Such equipment and facilities must be available to the towing operator before the commencement of this contract.

Length Of The Contract: The contract will be awarded for a three (3) year term that will begin on May 1, 2019 and be valid through April 30, 2022. The contract may be extended upon successful completion of the initial three (3) year term, upon mutual agreement between the City and the Successful Bidder, up to two (2) additional twelve (12) month increments beginning each May 1st until April 30, 2024. Contract extensions may be granted by the City's Council with recommendations of satisfactory performance ratings by the departments using this service.

Termination Of The Contract:

The contract with the Successful Bidder shall end at the expiration date of the contract. The towing contract may also be terminated at any time during the term of the contract for lack of performance as outlined in the Specification, or should a violation occur in any of the other areas of the Specification.

Communication Information And Contact List:

The successful Bidder shall be capable of communicating with the Bloomington Police Department Towing Officer by FAX, email, as well as by telephone. The successful Bidder shall provide the Fleet Management Division with an emergency call list consisting of employee phone numbers that are authorized to accept and dispatch equipment for the needs of the City of Bloomington. This list will be forwarded to the appropriate departments of the City of Bloomington that will be authorized to contact the towing service. The successful

Bidder shall be responsible for providing an updated emergency call list as necessary to the Fleet Management Division.

Insurance:

The successful Bidder shall maintain insurance limits in accordance with the State Statutes and shall provide a copy of their insurance certificate with the bid. The contractor's liability for loss to vehicles, either in transit or stored at their facility, shall conform to the standards of established by those statutes.

Records:

The successful Bidder shall maintain a complete records system on all abandoned and impounded vehicles which the City of Bloomington has ordered to be towed to the towing operator's lot, including all released vehicles impounded. Such records shall be consistent with the Police Department system and comply with all Police Department procedures. The records will be reviewed with the successful Bidder by an officer of the Police Department Traffic Division on a monthly basis.

Employees:

The successful Bidder shall employ safety-conscious, well-trained, and courteous employees. The tow vehicle drivers shall be properly licensed under the CDL act.

Security, Employee Background Investigation:

All of the successful contractor's employees, including all management, during the course of this contract will be required to agree to a criminal background check. No convicted felons will be allowed to perform work on this contract. The successful bidder shall be required to conduct a background check on all employees and provide the results to the City of Bloomington for review. The contractor is responsible for maintaining a daily roster of employees performing work working on this contract. Any person whose name is not on the "approved" background check list will not be allowed to work on this contract. This list is subject to review at the discretion of City Staff at any given time during the work day. The roster will be compared to the list of employees who participated and "passed" the background check.

Dedication and Priority:

The towing contract is not intended to limit the towing operator's work in the area of private enterprise; however, the towing operator shall give priority to the City of Bloomington. Should there be a natural disaster or other emergency declared by the Mayor, City Manager, Governor of the State of Illinois affecting the operation of the City, the Contractor agrees to devote first priority responses to accommodate the needs of the City.

Law:

The towing operator shall comply with the Bloomington City Ordinance, Chapter 29, sections 220 - 236 and the Illinois Statutes 625 ILCS 5/18a-100 thru 18a-700 and all other applicable laws, rules and regulations.

Towing Service:

The towing operator shall provide 24-hour towing service, 7 days a week, every day of the year. Under normal circumstances the towing operator will be the primary service used by the City of Bloomington for the towing of City-owned vehicles 10,000 GVW and under. It shall be the policy of the Bloomington Police Department in situations in which they are involved and the towing of vehicles 10,000 GVW and under is required, to suggest the towing operator to other persons for all such towing, unless the person(s) at the scene of the crash or other incident specifically request another towing service.

The successful Bidder shall bill the owner or operator driver of the private vehicle for their required services based on their published towing and storage rates and shall hold the City of Bloomington harmless in any unpaid debt to the successful Bidder for services provided.

Non-Vehicle Hauling Service:

The towing operator shall provide towing and hauling service for the Police Department to assist in their investigation and other work by hauling items too heavy to carry in a police vehicle. Such hauling will be considered as towing and be paid at the same rate as the towing of abandoned cars.

Tire Change Service:

The towing operator shall provide 24-hour, 7 days a week, 365 days per year tire changing service for Police cars and City of Bloomington staff vehicles. The available spare tire in the vehicle will be mounted on the vehicle and the flat tire put back in the vehicle in the proper storage location. The City will be responsible for repair of the flat or damaged tire.

Vehicle Jump Starting:

The towing operator must provide 24 hour, 7 days a week, 365 days per year jump starting or power starting services for all City of Bloomington vehicles 10,000 GVW and under.

Relocation Service:

The towing operator shall provide wrecker service for relocation purposes, such as snow, ice, fire, construction, etc. If such vehicle was legally parked, the Department ordering the service will be responsible for the bill and shall be charged as a City-owned vehicle. If such vehicle was not legally parked, the owner of the vehicle will be responsible for the bill.

Outside the City Towing Rate:

The Outside the City Towing Rate shall be the mileage rate the City will be charged to tow vehicles back to the City as required.

Response time:

The response time for arriving to the scene of the required tow or winching shall be no more than thirty (30) minutes (such response time is based on normal traffic flow) from the time the towing operator's office or designee receives the phone call unless other arrangements are made at the time of the call. If the response time is not met, the City of Bloomington will, at their discretion call another towing company.

Towing Equipment:

The towing operator shall own a minimum of five (5) wreckers with wheel lifts and tow dollies capable of towing the equipment as outlined in the "General Information" & "Towing Capabilities" section of the Specification and within the laws of the State of Illinois and the Federal interstate system. The towing operator shall also be capable of towing the equipment to the City's Vehicle Maintenance Facility lot and putting the disabled vehicle into the building when required. All towing equipment shall be properly licensed, permitted, and safety inspected for operation in the State of Illinois.

Roll Back Truck:

The successful towing operator shall own a minimum of two (2) rollback flatbed trucks which are capable of hauling severely damaged vehicles which cannot be safely towed.

Crash Scene Clean-up:

It shall be the responsibility of the tow operators to clean up all debris and broken glass from a crash scene after the last involved vehicle has been removed from the scene. Each tow and roll back vehicle shall be equipped with a broom, shovel, and a container for the debris removed from the scene.

Winching Capabilities:

The towing operator shall be capable of winching a vehicle that is unable to move in the terrain in which the vehicle is located.

Towing Capabilities:

The towing operator shall be capable of wheel lifting or axle lifting the vehicle to tow it. Under circumstances that the engine cannot be operated, and the drive wheels cannot be raised, the towing operator will be required to remove the drive shaft from the vehicle. The towing operator shall also have the proper lift equipment to lift and tow or haul motorcycles and snowmobiles.

Business and Storage Lot:

The towing operator shall operate their offices, dispatch center, and storage lot in a location zoned for this type of business. The towing operator shall maintain a storage facility for the storage of Police-ordered towing and damaged or evidentiary vehicles that may be towed under order of the Police Department. The storage facility shall be secured with a fence having a minimum height of eight (8) feet with locking gates. The storage area shall be kept clean and orderly, free of debris and weeds, and will allow for the movement of vehicles within the storage area.

The lot shall be located in an area that is easily accessible by City staff as well as the public. Access shall be granted to City staff 24 hours a day, 7 days a week, 365 days per year, and shall be maintained by the tow company so that movement inside the area is free and clear of debris and not unsightly.

This lot shall have a minimum capacity of three hundred (300) vehicles dedicated for the storage of vehicles for the City.

This lot shall be located within the city limits of Bloomington, IL. All vehicles towed for storage or impoundment under contract for the City of Bloomington will be towed to this lot unless other arrangements are agreeable between the towing contractor and a person in appropriate position of authority with the City of Bloomington.

Inside Storage of Impounded Vehicles:

Under orders of the Police Department, the towing operator may be required to impound vehicles that have been involved in a crime which will be required to be stored in a secured building to preserve evidence in or on the vehicle. The storage area must be secured from access by other employees and the public.

This secured building shall have an inside work area with a concrete floor; lights, heat, and a vehicle lift to accommodate crash investigation and or evidentiary searches by the Police Department.

This same building shall be used to store Police vehicles which have been in severe accidents to prevent further damage to equipment in the cars.

This building shall have a minimum capacity of three (3) vehicles dedicated for the storage of vehicles for the City.

Security of Lot and Buildings:

All areas used for the storage of vehicles shall be fenced and locked. All buildings used for the storage of vehicles shall be locked and secured. Please list on the questionnaire sheet the types of security measures you have in place.

Inspection of Storage Facility:

At the City's discretion, City staff may choose to tour the storage lot and storage building. The towing operator will be given reasonable notice of the intent to inspect the facility.

Charges:

The towing operator shall leave a copy of the bill with the Department that requested the service. This tow bill must include, but not be limited to, the following information:

- Unit number,
- Make and Model,
- License Plate Number,
- Date and time of tow,
- Where the unit was towed from and starting time,
- Where the unit was towed to and ending time,
- Signature of the Department representative.

The towing company shall bill the City of Bloomington at their normal billing cycle for payment of the bills. Bills shall be addressed to City of Bloomington, 109 East Olive Street, Bloomington, IL 61701.

When an abandoned or impounded vehicle is released to the owner by the Police Department and reclaimed by its owner, the towing operator may charge the vehicle owner the towing operator's published fees for towing and storage.

Storage fees will be waived by the towing operator in instances for the following:

- Where the vehicle operator is acquitted or not prosecuted for the offense or ordinance violation resulting in the initial impound and is in the contractor's possession.
- The owner of an impounded vehicle will have seven (7) calendar days following acquittal or no prosecution to retrieve the vehicle before storage fees are incurred. Storage fees may be incurred beginning on the 8th day and said fees are the responsibility of the owner.

The towing operator **shall not charge** the City of Bloomington for the following operations:

- Towing & processing of City owned cars and equipment 10,000 GVW and under
- Towing & processing of other cars and equipment under 10,000 GVW initiated by the City
- Tire changes
- Abandoned and impounded vehicle storage charge to the City
- Processing and Storage of City owned vehicles
- Power Starting or Jump Starting of City owned vehicles
- Storage of City Owned vehicles or vehicles in process of being seized

The towing operator **shall not charge** the City of Bloomington, owner, lien holder, or insurance company for storage fees while the vehicle is being held on an investigative hold.

The tow operator **may charge at their discretion** the City for the following operations:

- Winching
- Outside City mileage rate
- Transport/tow vehicles to and from the BPD Range (onetime fee each trip)

Payment to the City of Bloomington for Referred Towing:

As condition of this tow contract, the successful towing operator will be required to pay the City of Bloomington an annual referral fee, of not less than **\$28,835 per year**, for receiving the tow referrals from the Police Department. This will include tows from accident scenes, Police Department arrests that require the vehicle to be towed and abandoned vehicles that the owner would retrieve. This payment shall be made to the City of Bloomington upon issuance of the towing contract.

Payment Made To Tow Company By Private Citizens Or Businesses:

The tow company shall, at a minimum, accept MasterCard/VISA credit and debit cards as well as cash for payment to the tow company for referred towing and storage of private or business vehicles.

Additional Information Requested By The City Of Bloomington:

Please include the following published rates charged to the public that would be in effect at the time the contract would be awarded. Charges under this bid will be compared against the fees for similar work/services requested without being directed by the City.

1. Towing of vehicles 10,000 GVW and under
2. Hauling with rollback truck
3. Mileage rate
4. Daily storage rate
5. Fuel Surcharge
6. Storage Fee and definition of what constitutes “a storage day”

After the contract is awarded, any and all changes to the above referenced rates charged to the public must be submitted to the Bloomington Police Department no less than 30 days prior to the proposed change.

Vehicles For Training Purposes:

At times throughout the year, disabled/salvaged vehicles will be used to train members of the Police and Fire Departments in extradition of trapped occupants in a vehicle. The towing operator will be required, on an as needed basis, tow disabled/salvaged vehicles to the Police Firing Range located at 14047 N. 3000 East Road, Colfax, Illinois 61728, or to the Bloomington Fire Station No. 2 located at 1911 E. Hamilton Road, Bloomington, Illinois 61704, at the City’s request. The towing operator shall indicate on the Bid Form if they will charge the City for the above operations.

Failure To Comply With Specifications:

Failure to comply with stipulated specifications shall be noted by the City. At such time as the failure to comply creates a threat to public safety or otherwise creates a breach of contract, the City may seek corrective measures commensurate with the threat or breach of contract including a monetary penalty and/or the selection of another service towing service provider.

HOLD HARMLESS & INDEMNIFICATION:

The successful bidder shall indemnify and hold harmless the City for any cause of action, incident, claim or demand arising from the bid documents and/or the contractual arrangement entered into between the successful bidder and the City, except that successful bidder shall not be responsible, nor indemnify and hold harmless the

City, for any liability or loss occurring as a result of the City's gross negligence.

DEFAULT:

In the event of a default or breach of the bid documents and/or contractual arrangement entered into between the successful bidder and the City, the non-defaulting party may elect to terminate the agreement as the sole and exclusive remedy available. However, neither party will be in default if an act of God prevents or delays a party's performance of its obligations hereunder. Notice of any other default must be given in writing by the non-defaulting party to the defaulting party and the defaulting party shall have a 30-day period to cure said default prior to any rights being available hereunder or such being considered a default or breach of the bid documents and/or the contractual arrangement entered into between the successful bidder and the City.

SEVERABILITY:

The invalidity of any paragraph or subparagraph of the bid documents and/or contractual arrangement entered into between the successful bidder and the City shall not impair the validity of any other paragraph or subparagraph. If any such provision is determined to be unenforceable, such provision shall be determined severable and the bid documents and/or contractual arrangement may be enforced, at the election of the City, with such provision severed or as modified by a court of competent jurisdiction.

QUESTIONNAIRE

The Completion and Submission of Pages 26-31 with the Bid Is Mandatory

In the below indicated areas, please indicate that you “Comply” or “Do not Comply” and your reason why you do not comply in the space provided.

NOTE: Failure to complete this form may result in disqualification in this bid.

	Comply	Does not Comply
General Information:	We comply	
General Requirements:	We comply	
Length Of The Contract:	We comply	
Termination Of The Contract:	We comply	

	Comply	Does not Comply
Communication Information And Contact List:	We comply	
Insurance:	We comply	
Records:	We comply	
Employees:	We comply	
Security, Employee Background Investigation:	We comply	
Dedication And Priority:	We comply	

	Comply	Does not Comply
Law:	We comply	
Towing Service:	We comply	
Non Vehicle Hauling Service:	We comply	
Tire Change Service:	We comply	
Vehicle Jump Starting:	We comply	
Relocation Service:	We comply	

	Comply	Does not Comply
Outside The City Towing Rate:	We comply	
Response Time:	We comply	
Towing Equipment:	We comply	
Roll Back Truck:	We comply	
Crash Scene Clean Up:	We comply	
Winching Capabilities:	We comply	

	Comply	Does not Comply
Towing Capabilities:	We comply	
Business And Storage Lot:	We comply	
Inside Storage Of Impounded Vehicles:	We comply	
Security Of Lot And Buildings:	We comply	
Inspection Of Storage Facility:	We comply	
Charges:	We comply	

	Comply	Does not Comply
Payment To The City Of Bloomington For Referred Towing:	We comply	
Payment Made To Tow Company By Private Citizens Or Businesses:	We comply	
Additional Information Requested By The City Of Bloomington	We comply	
Vehicles For Training Purposes	We comply	

EXHIBIT B
PAYMENT TERMS

**The Completion and Submission of This Page with the Bid Is Mandatory
BID FORM**

BID # 2020-06 PD TOWING OF VEHICLES UP TO 10,000 POUNDS GVW

We, the undersigned, agree to furnish the City of Bloomington, Illinois with towing and related services at the below price, and to supply all services as required in the Specifications and General Instructions for Bidders for a period ending April 30, 2024.

The bidder certifies by signature below that it has not been barred from contracting with a unit of State or Local government in the State of Illinois as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Compiled Statutes, as amended.

We further agree to complete all of the above work in a complete, neat, and workmanlike manner.

<u>Description of Service</u>	<u>Amount</u>
Towing of City owned cars and equipment under 10,000 GVW	No Charge to the City
Towing of other cars and equipment.	No Charge to the City
Tire changes	No Charge to the City
Abandoned and impounded vehicle storage charge to the City	No Charge to the City
Storage of City owned vehicles	No Charge to the City
Power Starting or Jump Starting of City owned vehicles	No Charge to the City
Vehicle is being held on an investigative hold	No Charge to the City, owner, lien holder or insurance co.
Winching	\$ <u>50.00</u>
Outside City mileage rate	\$ <u>3.00</u>
Transport/tow vehicles to and from the BPD Range (Per round trip)	\$ <u>50.00</u>
Vehicles for training purposes (one-time fee per vehicle)	\$ <u>no charge to the City</u>
Relocation of other cars and equipment.	\$ <u>no charge to the City</u>

As condition of this tow contract, the successful towing operator will be required to pay the City of Bloomington an annual referral fee, of not less than \$28,835 per year, for receiving the tow referrals from the Police Department. This will include tows from accident scenes, Police Department arrests that require the vehicle to be towed and abandoned vehicles that the owner would retrieve. This payment shall be made to the City of Bloomington upon issuance of the towing contract. 28835.00

By initialing and signing below, Contractor acknowledges the referral fee as part of the bid submission.

Ann, Inc. d/b/a Joe's Towing & Recovery

Firm

2233 Springfield Rd

Address



Authorized Signature

Bloomington IL 61701

City State Zip

309-829-2123

07/25/2019

Phone Number

Date

Email Address: joestowingil@gmail.com

RECORD OF BID OPENING FOR:

BID # 2020-06 TOWING OF VEHICLES UP TO 10,000 POUNDS GW

DATE: July 25, 2019

TIME: 10:00 a.m.

*AM 7/24/19
8:56am*

Bidder's Name	City, State	Mandatory City Documents	Bid Signed	Addendum #1	Winching Rate	Outside City Mileage Rate	Transport / Tow to/from BPD Range	Vehicles for training purposes	Relocation of other cars & equipment	Acceptance of Referral Fee
<i>Joe's Towing & Recovery</i>	<i>Bloomington, IL</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<i>50.00</i>	<i>3.00</i>	<i>50.00</i>	<i>0</i>	<i>0</i>	<input checked="" type="checkbox"/>

WITNESSES:

Amanda Miller
Carol K. Muller
Greg Smith

*Disclaimer: This is a Bid tabulation for record of the Bid opening. Bids have not been reviewed and have not been presented to council. This does not represent any Award. Prices or options/alternates will not be included on the tabulation.



CONSENT AGENDA ITEM NO. 7H

FOR COUNCIL: August 26, 2019

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration and action to approve an Agreement with Corrective Asphalt Materials, LLC., as a Limited Source for the FY 2020 Pavement Preservation Program, in the amount of \$419,887.60, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Agreement be approved.

STRATEGIC PLAN LINK: Goal 2. Upgrade City Infrastructure and Facilities.

STRATEGIC PLAN SIGNIFICANCE: Objective 2a. Better quality roads and sidewalks.

BACKGROUND: Public Works is recommending the approval of an agreement with Corrective Asphalt Materials, LLC., in the amount of \$419,887.60, for the FY 2020 Pavement Preservation Program. Corrective Asphalt Materials, LLC., is a sole source distributor/applicator of C85 and Reclamite for our region. Both C85 and Reclamite materials are proprietary.

Reclamite is a pavement preservation technique that uses emulsion made up of specific petroleum oils and resins. The rejuvenating process keeps the pavement flexible, so both cracking and road fatigue are reduced. It also seals the pavement from air and water, slowing the oxidation process and reducing the loss of small aggregate. To get the maximum benefit from the Reclamite, pavements are treated with Reclamite within a year after they are resurfaced and then again approximately five years after resurfacing. In addition, Reclamite cures clear and does not obstruct existing pavement markings. Other products cure black and require pavement marking maintenance.

C85 is a restorative seal that is intended for asphalt that has deteriorated beyond the point that Reclamite alone is an effective treatment method for the surface. C85 is a petroleum based emulsion product that is covered in lime screenings in order to mend the asphalt surface, sealing cracks and filling in voids. The product is designed to be kneaded into the surface by vehicular traffic once it has been applied. C85 is designed to maintain its flexibility overtime which helps to reduce cracking and weathering.

Prior to widespread utilization of Reclamite and C85, City staff researched pavement preservation products and performed field testing to compare Reclamite and a promising competitor. City staff also researched and tested the use of C85. The field test locations are still monitored periodically by staff. This research and the test location results have been used to determine that Reclamite and C85 remain staff's recommended pavement preservation products.

Staff negotiated the following pricing with Corrective Asphalt Materials, LLC.:

Rejuvenator - Reclamite	\$63,000.00
C85 Preservative Treatment	\$310,547.60
Street Sweeping and Cleaning - Before Treatment	\$5,000.00
Street Sweeping and Cleaning - Final Cleaning	\$12,000.00
Resident Notification	\$4,000.00
Off-site Dumping of Sweepings	\$8,500.00
Striping	\$6,600.00
Pneumatic Tire Roller	\$10,240.00
TOTAL	\$419,887.60

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, a budget transfer to move funds in the amount of \$50,695.57 from the Capital Improvement (Asphalt & Sidewalk) Fund-Sidewalk Construction account (40120200-72560) to the Capital Improvement (Asphalt & Sidewalk) Fund-Street Construction Improvement account (40120200-72530) where \$399,887.60 would be paid. The remaining \$20,000 will be paid from the Lake Maintenance-Repair/Maintenance Infrastructure account (50100140-70550) for work on streets around Lake Bloomington. Stakeholders can locate this in the FY 2020 Budget Book titled "Other Funds & Capital Improvement" on pages 78, 79, 124, 242, 282, and 283.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.1. Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs; Goal TAQ-1. A safe and efficient network of streets, bicycle- pedestrian facilities and other infrastructure to serve users in any surface transportation mode, Objective TAQ-1.1. Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system, Objective TAQ-1.2. Data-driven transportation infrastructure policy and management.

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

Respectfully submitted for Council consideration.

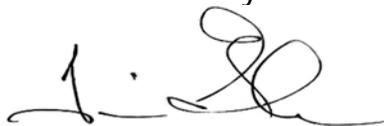
Prepared By: Luke Thoele, P.E., Assistant City Engineer
Michael Hill, Management Analyst

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: 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:

- PW 4B Agreement FY 2020 Pavement Preservation 08262019
- PW 4C Sole Source Letter FY 2020 Pavement Preservation 08262019
- PW 4D Maps FY 2020 Pavement Preservation 08262019
- PW 4E Limited Source Justification_Corrective Asphalt

AGREEMENT (To be Completed After Award of Contract)

THIS AGREEMENT, Made and entered into this **August 26, 2019**, by and between **,Corrective Asphalt Materials, LLC.**, first party, also hereinafter referred to as "Contractor", and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

WHEREAS, in pursuance of said call for contract said first party, did on **August 26, 2019**, submit this contract to said City of Bloomington for furnishing all of the labor and materials for the construction of said **FY 2020 Pavement Preservation** on file in the office of the City Engineer of said City. A copy of which specifications, plans and profiles of said improvement on file in the City Engineer's Office are hereby referred to and made a part hereof by reference, and said first party being sole source was awarded the contract for the construction of the said improvement, which bid of said Contractor is hereto attached and made a part hereof.

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

And it is also understood and agreed that the Proposal Package, Specifications, Special Provisions, Contractor's Proposal, Contract Bond and Project Addenda hereto attached, and the Plans for **FY 2020 Pavement Preservation** are all essential documents of this contract and are a part hereof.

IT IS FURTHER AGREED that said Contractor will furnish a bond to the City of Bloomington in the penal sum of **\$419,887.60** executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the said City of Bloomington and the City Council, as a guarantee that said Contractor faithfully will perform the work in accordance with this agreement.

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

IT IS FURTHER AGREED that said Contractor shall complete all work within **120 calendar days** of issuance of the written CONTINGENT NOTICE TO PROCEED.

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

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

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

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

The number of inspectors to be placed on said work shall be determined by the City of Bloomington, but if at any time on account of a disregard of any of the provisions of this contract by the said first party, or on account of the failure of said first party to faithfully perform the work in accordance with this contract, additional inspectors shall be deemed necessary by said City, the pay of such additional inspectors shall be charged to said Contractor and be deducted from the amount due said Contractor on final settlement under this contract.

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

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

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act") including the Public Act 100-1177 effective June 1, 2019. The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

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

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

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

(Seal)

ATTEST;

City Clerk

By: _____
City Manager

WITNESS:

CONTRACTOR (Seal)



1134 Manor St. • Bakersfield, CA 93308 / P.O. Box 5877 • Bakersfield, CA 93388
Phone 661.393.7110 – www.tricorrefining.com

August 12, 2019

City of Bloomington, IL
Attention: Kenneth Lee
Engineering Technician II.
Phone: (309)-434-2225

RE: Sole Source Applicator for Reclamite® and CRF® Restorative Seal 2019/2020

Corrective Asphalt Materials, LLC
P.O. BOX 87129
South Roxana, IL 62087

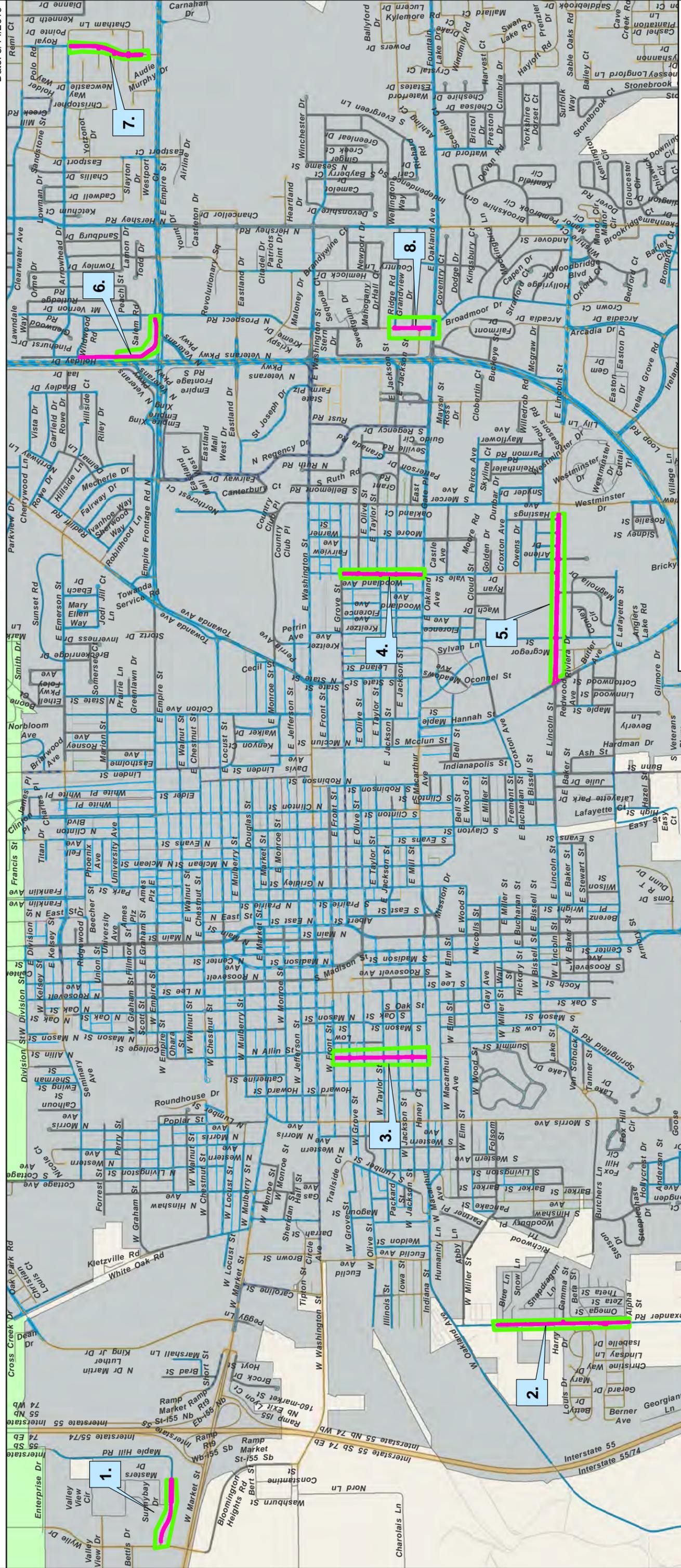
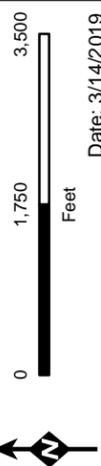
This letter confirms that TRICOR Refining, LLC has appointed Corrective Asphalt Materials, South Roxana, Illinois to market and apply Reclamite Preservative Seal and CRF Restorative Seal as the sole source supplier/applicator in the State of Illinois. Corrective Asphalt Materials has the necessary equipment and product familiarity to provide a successful application. Corrective Asphalt Materials has a very successful track record in the State of Illinois with applying the applications.

TRICOR Refining, LLC – Reclamite Preservative Seal is the only Maltene based asphalt rejuvenator marketed nationally with a 50 plus year history of product use. Reclamite has been proven in various testing by state, county and government agencies to decrease viscosity and increase penetration value of the asphalt. Please feel free to contact me if you have any questions.

Respectfully,

John Church
Tricor Refining, LLC
Marketing Manager
Cell: 760.600.6486
johnc@tricorrefining.com

C85 MAJOR STREETS WITH PAVEMENT MARKINGS

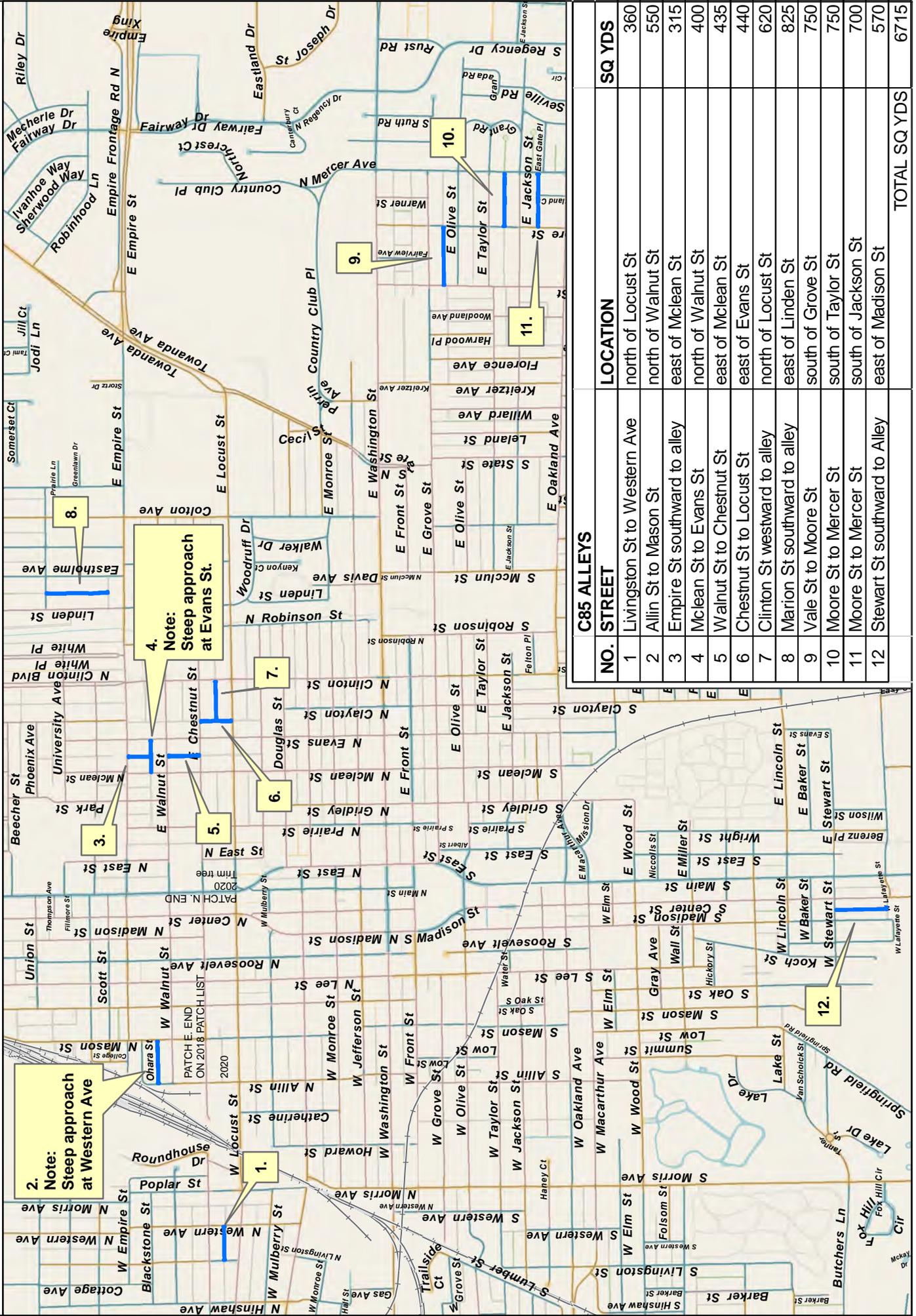


C85 STREETS WITH TRAFFIC MARKINGS			
NO.	STREET	LOCATION	SQ YDS
1	Maple Hill Rd	west of Wylie Dr	3160
2	Alexander Rd	Canada Ln thru Alpha St	7000
3	Allin St	Front St to Oakland Ave	6100
4	Vale St	Grove St to Oakland Ave	5300
5	Lincoln St	Morrissey Ave to Hastings Ave	16500
6	Holiday Dr	Mt Vernon Dr to south of Wildwood St	4475
7	Royal Pointe Dr	Arrowhead Dr to Reed Rd	6300
8	Prospect Rd	Ridge Rd to Oakland Ave	3050
TOTAL SQ YDS			51885

C85 ALLEYS 2019 (FY2020)

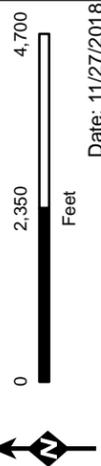


Date: 3/14/2019

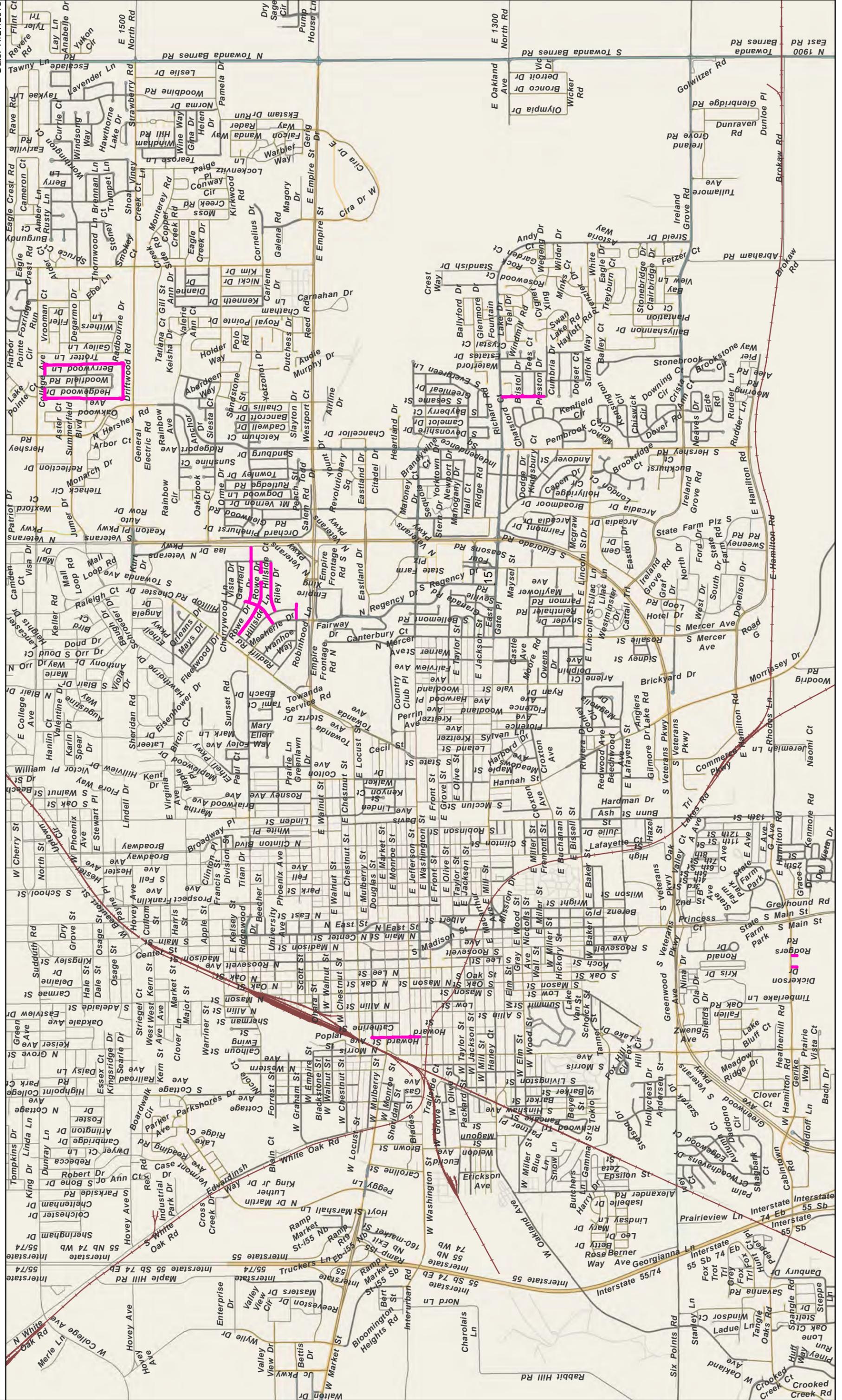


C85 ALLEYS		NO. STREET	LOCATION	SQ YDS
1	Livingston St to Western Ave	1	north of Locust St	360
2	Allin St to Mason St	2	north of Walnut St	550
3	Empire St southward to alley	3	east of Mclean St	315
4	McLean St to Evans St	4	north of Walnut St	400
5	Walnut St to Chestnut St	5	east of Mclean St	435
6	Chestnut St to Locust St	6	east of Evans St	440
7	Clinton St westward to alley	7	north of Locust St	620
8	Marion St southward to alley	8	east of Linden St	825
9	Vale St to Moore St	9	south of Grove St	750
10	Moore St to Mercer St	10	south of Taylor St	750
11	Moore St to Mercer St	11	south of Jackson St	700
12	Stewart St southward to Alley	12	east of Madison St	570
TOTAL SQ YDS				6715

Reclamite 2nd ap 50,000 sq yds = \$48,000



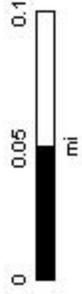
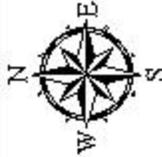
Date: 11/27/2018



McLean County GIS Consortium

8/6/2019

Interloop Rd.
Lake Bloomington
4692 ft x 17 ft/ 9= 8863 sq yd



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



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 & #: Corrective
Asphalt Materials, LLC.
Vendor #: 2157

Amount:\$ 419,887.60

8/21/18

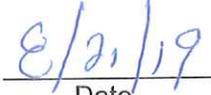
Description of item/service: Application of Reclamite Preservation Seal to City streets recently resurfaced and C85 to select locations. In addition, associated street cleaning will be performed by the contractor. The amount noted above reflects the FY 2020 funding budgeted and available for this work. The proposal package for this work is being finalized at this time. Upon finalization, the package will be provided to Corrective Asphalt Materials, LLC., for proposal submission to the City.

Justification: Explain why this vendor is the only vendor that can perform this work: Prior to widespread utilization of Reclamite & C85, City staff researched pavement preservation products and performed field testing to compare them to a promising competitor. The field test locations are still monitored periodically by staff. This research and the test location results have been used to determine that the product is the recommended rejuvenator. In addition, Reclamite cures clear and does not obstruct existing pavement markings. Other products cure black and require pavement marking maintenance. Reclamite Preservation Seal materials are proprietary and Corrective Asphalt Materials, LLC., is the sole source distributor / applicator for our region. Please see the attached sole distributor letter from Corrective Asphalt Materials, LLC.

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)



Date

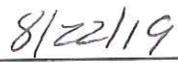
SECTION C –TO BE COMPLETED BY PROCUREMENT OFFICE:

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):



Name and Signature of Purchasing Agent or Designee



Date



CONSENT AGENDA ITEM NO. 71

FOR COUNCIL: August 26, 2019

SPONSORING DEPARTMENT: City Clerk

SUBJECT: Consideration and action on an Application for Jay Goga, Inc. d/b/a Illini Liquor, to be located at 2402 E. Oakland Ave., Suite 6, requesting a Class PAS (Package, All Types of Alcoholic Liquor, and Sunday Sales) liquor license, which would allow the sale of all types of packaged alcoholic liquor for consumption off 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 July 9, 2019, to consider the application of Jay Goga, Inc. d/b/a Illini Liquor, to be located at 2402 E. Oakland Ave., Suite 6. Minutes of the meeting are attached to this memorandum and labeled CLK 1E. This location was previously occupied by AmeriCash Loans adjacent to Reilly Foot Care.

On July 9, 2019, at the Regular Liquor Commission Meeting, the Commission voted to continue the item to a future Liquor Commission Meeting so that Commissioner Renner was able to review the application.

At the request of the applicant, Jay Goga, Inc. d/b/a Illini Liquor, the item was placed on the July 16, 2019 Special Liquor Commission meeting agenda where the item was approved to be sent to Council for final approval. Minutes of the Special Meeting are attached to this memorandum as labeled CLK 1F.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, on June 28, 2019, a public notice was published in the Pantagraph for the July 9, 2019 Liquor Commission Meeting. Thirty-five (35) courtesy copies of the Public Notice were mailed to neighboring properties within 500-feet of Jay Goga, Inc. d/b/a Illini Liquor.

On July 12, 2019, a public notice was published in the Pantagraph for the July 16, 2019 Special Liquor Commission Meeting. Thirty-five (35) courtesy copies of the Public Notice were mailed to neighboring properties within 500-feet of Jay Goga, Inc. d/b/a Illini Liquor.

FINANCIAL IMPACT: The current annual license fee for a Class TAPS liquor license is \$2,950, which will be recorded in the Non-Departmental Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2020 Budget Book titled "Budget Overview & General Fund" on page 120.

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 Application Jay Goga_Illini Liquor Creation PAS_Redacted
- CLK 1C Public Notice Illini Liquor Creation PAS
- CLK 1D Special Meeting Public Notice Illini Liquor Creation PAS
- CLK 1E Liquor Commission Meeting Minutes 7-9-19
- CLK 1F Special Liquor Commission Meeting Minutes 7-16-19

OFFICE USE ONLY

Submittal Date: 10/7/19

Renewal Type (A, SA): _____

Staff Initials: g



Business Contact Sheet

PLEASE FILL IN YOUR BUSINESS INFORMATION CLEARLY AND COMPLETELY.

Legal Name (Individual, Partnership, Corporation/LLC):	Jayx Goga Inc.
Doing Business As (D/B/A):	Illini Liquor
Business Address:	2402 Oakland Ave., Ste. 6
City/State:	Bloomington, IL
Zip Code:	61701
Business Phone Number:	[REDACTED]
Business Email Address:	[REDACTED]

Please list an email address where all billing information will be received by the business. Please note that if this email address changes, it is the responsibility of the business to notify the City to ensure all information is received.

Billing Email Address: [REDACTED]

License Renewals

Please list those responsible for License Renewals for the above establishment.

Primary Contact:

Name: Parimal Patel Phone Number: [REDACTED]

Address: [REDACTED] City/State: Machesney Pk, IL Zip Code: 61115

Alternate Contact:

Name: Alpesh Patel Phone Number: [REDACTED]

Address: [REDACTED] City/State: Normal, IL Zip Code: 61761

Manager:

Name: Nitin Patel Phone Number: [REDACTED]

Address: [REDACTED] City/State: Normal, IL Zip Code: 61761



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)* PAS

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)* Convenient Store

3. State the significance of a liquor license to your establishment, present or future: New owner to upgrade inside. Neighborhood convenient store for neighborhood convenience.

4. How will a liquor license of the kind requested benefit the City of Bloomington and its residents? City of Bloomington will receive revenue and neighborhood convenient store will have all types of daily necessities.

5. Upon what facts do you base your answers to the previous question? There is no convenient store location around this location.

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? groceries, soda, daily need items, and general convenient store itmes.

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: 2402 Oakland Ave., Ste City/State: Bloomington, IL Zip: 61701

2. What hours will the establishment be open?

DAY	TIME OPEN	DAY	TIME CLOSE
Monday:	7:00 am	Monday:	12:00 am
Tuesday:	7:00 am	Tuesday:	12:00 am
Wednesday:	7:00 am	Wednesday:	12:00 am
Thursday:	7:00 am	Thursday:	12:00 am
Friday:	7:00 am	Friday:	1:00 am
Saturday:	7:00 am	Saturday:	1:00 am
Sunday:	9:00 am	Sunday:	12:00 am

3. What type or types of building(s) adjoin the establishment? Reilly Footcare Center
-
- a. If any adjoining buildings are office or commercial, approximately what hours are they open for business? 8am to 6pm
-
- b. If adjoining buildings are predominately residential, are they single or multi- family and what other business establishments are in the area? _____
-
4. Describe streets immediately adjoining the establishment (e.g. approximate width, one or two-way, parking restrictions, etc.): Oakland and Rengency
-
-
-
5. How much additional traffic do you expect the establishment with a liquor license to generate? _____
-
-
6. Describe on and off street parking facilities to handle traffic anticipated:
No parking restrictions. There is a parking lot.
-
-
7. How many establishments with liquor licenses are located within the immediate area of your establishment? none
-
8. What do you estimate to be the demand for your establishment in the area in which it is or will be located? Neighborhood convenient store
-
-
-
9. Upon what facts do you base your answer to the previous question? There are no other convenient store around
-
-
-

RESPONSIBILITY:

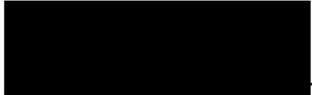
1. If establishment *is presently in operation*, **attach a financial statement** of the establishment's last fiscal year.
2. If establishment *is not presently in operation*, **attach a statement** showing your **assets and liabilities** (or if a corporation, the assets and liabilities of the corporation).
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 7 day of June, 20 19.

SIGNED:

Parimal Patel
Printed Name


Signature

President
Title


Address

Normal, IL 61761
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 PAS 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: May 15, 2019

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: Parimal Patel Title: President
Address: [REDACTED] City/State/Zip: Machesney Pk, IL 61115
Name: _____ Title: _____
Address: _____ City/State/Zip: _____



3. Location and description of the premises or place of business to be operated under this license: 2402 Oakland Ave., Ste., 6, Bloomington, IL 61701

a. Legal Name: Jay Goga Inc.
Illini Liquor
b. D/B/A: _____

-- 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: Aguas Trust Term of Lease: 6-1-2019 to 6-1-2039

Address: [REDACTED] 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 7 day of June, 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:	
_____	_____
_____	_____



NOTARY ACKNOWLEDGEMENT

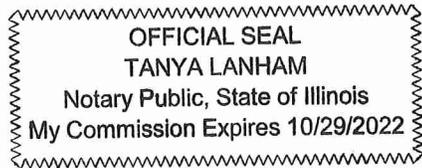
STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

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 7 day of June, 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:
Jay Goga, Inc. dba Illini Liquor

NAME OF APPLICANT

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

1. A CLASS ^{PAS} 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 7 day of June, 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

Jay Cooga Inc.	
Corporate Name	
_____	_____
Parimal Patel	
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

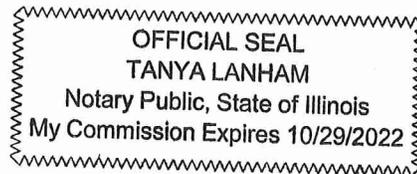
STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

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 day of June 7, 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





PERSONAL FINANCIAL STATEMENT

Submitted to: Bloomington Liquor Control Commission

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

Name:	Parimal Patel
Address:	[REDACTED]
City, State & Zip Code:	Machesney Park, IL 61115
Personal Phone Number:	[REDACTED]
Position or Occupation:	Cashier
Length of Employment:	10 years
Business Name:	Tabacco Outlet
Business Address:	[REDACTED]
City, State & Zip Code:	Rockford, IL 61103
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:	



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

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



Section 4 (Please type or print legibly) If none, type N/A						
Annual Income for Year Ended 20 ____	Annual Expenditures	\$\$\$	Contingent Liabilities	Y / N (Circle)	Estimated Amounts	
Salary, Bonuses & Commissions	Mortgage/Rental Payments	\$	Do you have any?	Y / N	\$	
Dividends & Interest	Real Estate Taxes & Assessments	\$	Contingent Liabilities (As endorser, co-maker or guarantor? on leases? on contracts?)	Y / N	\$	
Real Estate Income	Taxes (Federal, State, & Local)	\$			\$	
Other Income	Other Contract Payments (Car Payments, Charge Cards, Etc.)	\$			\$	
<i>(Alimony, Child Support or Separate Maintenance Income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation)</i>	Alimony, Child Support, & Maintenance	\$	Involvement in pending legal actions?	Y / N	-	
	Other Expenses	\$	Other special debt or circumstances?	Y / N	\$	
			Contested income tax liens?	Y / N	\$	
			If "yes" to any questions please describe			
Total Income:	Total Expenditures	\$	Total Contingent Liabilities		\$	

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

SCHEDULE A
U.S. Government & Marketable Securities

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



SCHEDULE B
Non-Marketable Securities

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

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

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

SCHEDULE D
Life Insurance Carried, Including Group Insurance

Name of Insurance Company	Owner of Policy	Beneficiary & Relationship	Face Amount	Policy Loans	Cash Surrender Value
Met-Life	Parimal Patel	Manishaben Patel			

SCHEDULE E
Bank & Other Institutional Relationships

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



**SCHEDULE F
Business Ventures**

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

DATED this 7 day of June, 20 19.

Individual

Other Party

[Redacted]

Social Security Number

[Redacted]

Date of Birth

Parimal Patel

Printed Name

[Redacted]

Signature

Social Security Number

Date of Birth

Printed Name

Signature



RLI Insurance Company
 P.O. Box 3967 Peoria IL 61612-3967
 Phone: (309)692-1000 Fax: (309)683-1610

LICENSE AND PERMIT BOND

Bond No. [REDACTED]

KNOW ALL MEN BY THESE PRESENTS:

That we, JAY GOGA INC. DBA ILLINI LIQUORS.
2402 E Oakland Ave Suite # 06
Bloomington, IL 61701

as Principal, and the RLI Insurance Company, a corporation duly licensed to do business in the state of Illinois, as Surety, are held and firmly bound unto the City of Bloomington, State of Illinois, Obligee, in the penal sum of Five Thousand and 00/100 (\$ 5,000.00) DOLLARS, lawful money of the United States, to be paid to the said Obligee, for which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said Principal has been licensed as a(n) Liquor Sales by the Obligee.

NOW, THEREFORE, if the said Principal shall faithfully perform the duties and in all things comply with the laws and ordinances, including all Amendments thereto, pertaining to the license or permit applied for, then this obligation to be void, otherwise to remain in full force and effect for a period commencing on the 24th day of May, 2019, and ending on the 24th day of May, 2020.

This bond may be terminated at any time by the Surety upon sending written notice to the clerk of the Political Subdivision with whom this bond is filed and to the Principal, addressed to them at their first known address, and at the expiration of thirty (30) days from the mailing of said notice, or as soon thereafter as permitted by applicable law, whichever is later, this bond shall terminate and the Surety shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to said date.

Dated this 24th day of May, 2019.

 Principal
 (Individual, Partner or Corporate Officer)



RLI Insurance Company

By B. H. W. J.
 Baice President

POWER OF ATTORNEY

RLI Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Bond No. [REDACTED]

Know All Men by These Presents:

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Barton W. Davis in the City of Peoria, State of Illinois, as it's true and lawful Agent and Vice President, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, and undertakings in an amount not to exceed One Million and 00/100 Dollars (\$ 1,000,000.00) for any single obligation, and specifically for the following described bond.

Principal: JAY GOGA INC. DBA ILLINI LIQUORS.

Obligee: City of Bloomington
(Valid only when a County, City, Town or Village is named as Obligee)

Type Bond: Liquor Sales

Bond Amount: \$ 5,000.00

Effective Date: May 24, 2019

The RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 24th day of May, 2019.

RLI Insurance Company

By: Barton W. Davis
Bar Vice President



State of Illinois }
County of Peoria } SS

On this 24th day of May, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretcl Notary Public

I, the undersigned officer of RLI Insurance Company do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 24th day of May, 2019.

RLI Insurance Company
By: Jean M. Stephenson
Jean M. Stephenson Corporate Secretary





P.O. Box 3967
Peoria, IL 61612-3967
Phone: (309)692-1000 Fax: (309)683-1610

Illinois Disclosure Notice

Bond No. [REDACTED]

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

RLI Insurance Company
9025 N. Lindbergh Drive
Peoria, IL 61615
TOLL-FREE (800)645-2402
(309)692-1000

In the unlikely event you are unable to resolve any complaints with the company, you may contact the

Illinois Department of Insurance
Consumer Division
320 W. Washington Street
Springfield, IL 62767
(866)445-5364 Toll-Free

This Notice is for information only and does not become a part of or a condition of your policy.

OAKLAND REGENCY PLAZA

Oakland Avenue
Bloomington, Illinois

FUNDAMENTAL LEASE PROVISIONS

Landlord: Core 3 Property Management, authorized agent for Ross Mattis Properties, LLC

Tenant: JAY GOGA INC.

Street Address: 2402 Oakland Avenue, Suite 6
Bloomington, IL 61701

Lease Term: 3 Years and 3 Months

Commencement Date: June 1, 2019

Termination Date: August 31, 2022

Square Feet: 1,693 Sq. Ft. more or less.

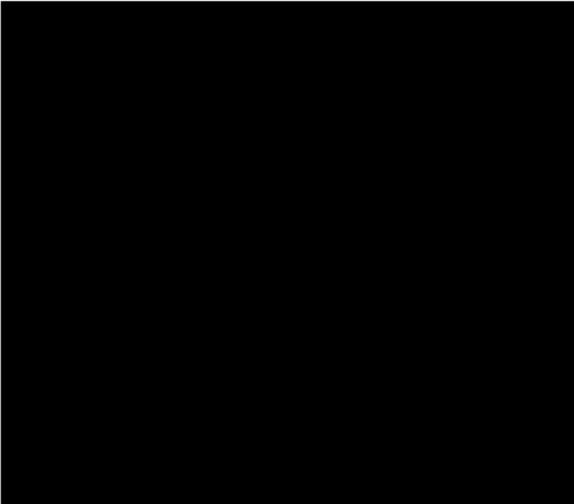
Minimum Annual Rent (1st 3 Months):

Minimum Annual Rent (next 12 Months):

Minimum Annual Rent (next 12 Months):

Minimum Annual Rent (next 12 Months):

Minimum Annual Rent (next n/a Months):



Security Deposit:

Common Area Maintenance (CAM)

Address for Notices:

Landlord: Core 3 Property Management
[Redacted]
Bloomington, IL 61701

Tenant: JAY GOGA INC
[Redacted]
Normal, IL 61761

Permitted Use: Convenience Store with Packaged Beer and Wine
and liquor. P.P. 

The foregoing provisions are for the convenience of the parties. Each reference hereafter in the Lease to any of the above provisions shall be construed to incorporate all the terms provided under the above provisions. In the event of any conflict between the above provisions and the balance of the Lease, the later shall control.

Lease Agreement

THIS INDENTURE OF LEASE made and entered into this 20th day of May, 2019 by and between the Landlord, hereinafter referred to as LESSOR, and the Tenant, hereinafter referred to as LESSEE.

WITNESSETH:

1. **EXHIBITS.** The following special provisions are attached hereto as Exhibits and made a part of this lease:

Exhibit "A"- General Site Plan of the office complex located in the City Of Bloomington, Mclean County, Illinois, hereinafter referred to as the "office complex"

Exhibit "B"- Description of Leased Premises

Exhibit "C"- Description of work to be performed by Lessor and by Lessee in or on the premises.

Exhibit "D"- Option to Renew Lease.

2. **PREMISES.** The LESSOR hereby leases to the LESSEE the premises as set forth on Exhibit "B", attached hereto and made a part hereof.
3. **DURATION OF LEASE.** The term of this lease shall commence and expire upon the dates set forth in the earlier provisions.
4. **QUITE ENJOYMENT.** LESSOR covenants and warrants that it is the owner of the premises herein demised; that as a continuing condition of the Lease Agreement, LESSEE, on payment of rents herein provided for and performance of the provisions hereof on its part to be performed, shall and may peacefully possess and enjoy the demised premises, for the uses herein contemplated, during the term hereof without interruption or disturbance; that LESSEE shall have the right to make payment of any defaults under any mortgage, trust deeds, contracts, or liens of record on the demised premises, and to receive reimbursement for such payment by deduction and credit from and against rentals becoming due hereunder.
5. **RENT.** The LESSEE agrees to pay to LESSOR minimum annual rent in the monthly installments in the amount specified in the earlier provisions, the first installment shall be due and payable on the first day of each succeeding calendar month thereafter. If LESSEE fails to pay rent, when the same is due and payable, or amounts or charges imposed under the Lease, LESSOR may impose a late charge penalty equal to ten percent (10%) of the unpaid amount.

6. **SURRENDER OF POSSESSION AT END OF LEASE.** The LESSEE agrees to surrender possession of the lease premises to LESSOR at the end of the term, without notice or demand, in as good condition as when entered, ordinary wear and tear excepted. Upon termination, the LESSEE agrees to reimburse LESSOR for any damage done to said premises and not repaired during the term of the Lease.

7. **LESSEE'S DUTY TO MAINTAIN.** The LESSEE shall keep the interior of the premises in good repair and shall furnish at his own expense all materials and parts required to keep it in good repair. The LESSEE releases the LESSOR from all duty to repair and maintain said interior, and releases the LESSOR from all liability for failing to repair and maintain the interior premises.
 - (a) The LESSEE agrees to take the premises as is and acknowledges that the LESSOR has made no warranties as to the condition of said premises or its fitness for the LESSEE'S use.
 - (b) The LESSEE shall maintain his own interior janitorial services and pest control.
 - (c) The LESSEE shall maintain and provide his own insurance covering all plate glass, personal property and liability insurance as stated in Section 12 of this lease.
 - (d) The LESSEE shall be responsible for any repairs, minor or major, that may be required to maintain the plumbing, electrical, or H.V.A.C. If the plumbing, electrical and H.V.A.C. are not reasonable maintained and kept in good repair, LESSOR, at LESSOR discretion and at LESSEE'S cost, may make any repairs with LESSOR deems necessary to maintain the plumbing, electrical, and H.V.A.C. in good working order. It is understood that LESSOR shall be under no obligation to make any repairs, alterations, replacements or improvements to the premises or the mechanical equipment and H.V.A.C. exclusively serving the premises, except as expressly provided for in the Lease. The LESSEE shall also repair any damage in connection with any burglary or forcible entry at LESSEE'S sole expense.

8. **ALTERATIONS BY LESSEE.** LESSEE shall make no changes or alterations to the premises, prior to obtaining liquor license, and, without prior written consent of LESSOR, which shall not be unreasonable, withheld, conditioned or delayed.

9. **LIENS.** The LESSEE shall not suffer or permit any liens to be attached to the premises, building, improvements, appurtenances, trade fixtures, apparatus or equipment of LESSOR located on said premises.

10. WAIVER OF MECHANIC'S AND CONTRACTOR'S LIENS. Prior to the commencement of work on any alteration, addition, repair or maintenance of the premises, trade fixtures or equipment located on said premises, the LESSEE shall first obtain a written waiver of all claims or liens of any contractor, sub-contractor or anyone claiming under them or of any other repairman who would have the right to claim a Mechanic's Lien under Illinois Law.
- a. The LESSEE shall submit said waivers to the LESSOR prior to the commencement of the work
 - b. Failure by the LESSEE to obtain said waivers or to timely submit them to the LESSOR shall constitute a default of this Lease.
11. TAXES AND FEES. LESSEE shall pay prorata all license fees, assessments, sales, use, property, and other taxes now or hereafter imposed on the leased Premises by reason of ownership, leasing, renting, possession or use, whether they be assessed to LESSOR, or LESSEE'S square footage usage, together with any penalties or interest in connection therewith, excepting federal, state or local governmental taxes, or payments in lieu thereof imposed on or measured by the income of the LESSOR. LESSEE shall reimburse the LESSOR for all real estate taxes on a monthly basis for the period taxes are assessed. LESSEE'S monthly payment is an estimate and will be adjusted annually on June 1. Any credits due to the LESSEE shall be paid within thirty (30) days of LESSEE'S receipt of statement from LESSOR. LESSEE shall pay any amount of tax, which is in excess of the estimated amount, and shall receive a credit for any amounts paid that are in excess of LESSEE'S pro rate share of taxes. LESSEE will cause all billings of such taxes to LESSOR to be made by LESSOR in care of LESSEE and will, from time to time on request of LESSOR, submit written evidence of the payment of all the governmental obligations mentioned in this paragraph.
12. INSURANCE. LESSEE shall pay all costs prorata for insurance policies insuring the leased premises for fire and extended damage coverage. The payment of said premiums shall be assessed and paid as a common area expense as set forth in Section 29 of this Lease. In addition thereto, the LESSEE agrees to maintain at LESSEE'S expense, liability insurance coverage in an amount of not less than \$1,000,000.00 per person and \$3,000,000.00 per accident and to name the LESSOR as an additional insured party in the event of claims resulting from the ownership of said property. LESSEE shall supply a copy of the policy, or a Certificate of Insurance to LESSOR and shall name LESSOR as an additional insured.
13. LESSEE'S FAILURE TO MAINTAIN INSURANCE OR PAY TAXES. In the event LESSEE fails to make any payment or do any act required hereof, LESSOR may, without notice of demand and without releasing LESSEE from any obligation hereunder or waiving any breach hereof, make or do the same, and may pay, purchase, contest, or compromise any charge, lien or encumbrance that in the judgment of LESSOR appears to affect the leased property thereby incurring any

liability and expending any amounts LESSOR may, in his discretion, deem necessary or appropriate. All expenses so paid or incurred by LESSOR shall be due immediately, shall be payable by LESSEE without demand, and shall bear interest at the maximum lawful rate thereafter until paid.

14. UTILITIES. The LESSEE shall pay for gas, electricity, and all public utility service charges to the premises.
15. DESTRUCTION. In the event that the demised premises shall be either wholly destroyed by fire or other casualty or destroyed by said causes to the extent that the said premises are not usable as office space and pending restoration of the premises and cannot be restored for said use within ninety (90) days from the date of said destruction, this LEASE shall terminate as of the date of said destruction and any prepaid unearned rental returned to LESSEE. In the event said premises so destroyed are restored within forty-five (45) days from said date of destruction, this LEASE shall continue in full force and effect except that LESSEE shall be absolved and released from rental payments hereinabove set forth for the period during which said premises were not usable as office space. It is further stipulated and agreed that LESSEE has an option to extend the unusable period herein provided and retain the full force and legal effect of said Lease.
16. INSPECTION. LESSEE shall permit LESSOR to enter the leased property at reasonable times during the usual business hours, on one day's notice, for the purpose of inspecting the same for waste, repairs and maintenance. LESSOR shall use its best efforts no to interrupt LESSEE's business.
17. EMINENT DOMAIN. In the event that eminent domain proceedings are commenced to acquire the leased premises, or such portion thereof as to render the same untenable, by any public or quasi-public body having the right of eminent domain, the term of this Lease shall cease upon the filing of such Petition in eminent domain and the LESSEE shall have no claim against the LESSOR for the value of the unexpired term and all of the LESSEE'S rights, except the right to remove this personal property from the premises, shall cease and be terminated.
18. DELETED.
19. RESTRICTION ON USE. The LESSEE shall use the premises as set forth in the initial provisions; any change in the character of the use must be approved in writing by the LESSOR, which approval shall not be unreasonably withheld. This lease may be assigned to any purchaser of LESSEE's assets who is licensed by the State of Illinois to operate a loan store at the Premises. to operate a convenience store with packaged beer and wine and liquor. (P.P) (BH)

20. DEFAULT. In the event that LESSEE shall fail to make any payment of rent specified in this lease promptly as the same becomes due or shall fail to comply with any other term, condition, or covenant of this Lease, LESSOR shall give LESSEE written notice of said default, said notice shall specify in detail the nature of such claimed default and LESSEE shall have ten (10) days after receipt of said notice within which to rectify said default or commence rectifying such default if the default is not for payment of rent and cannot be completely rectified in ten days. Should said notice not be complied with within said period of ten (10) days, LESSOR may, upon written notice to LESSEE, enter into said premises and relet the same for the account of LESSEE upon the best rental and terms obtainable. Such re-entry shall not work a forfeiture of the rents to be paid and the covenants to be performed by LESSEE during the full term of this lease.
21. WAIVER OF DEFAULT. Acceptance of lease payment after due date shall not constitute a waiver of any rights or remedies of LESSOR hereunder, nor shall any rights and remedies hereunder granted to LESSOR limit those otherwise available to him.
22. INSOLVENCY OR BANKRUPTCY AS DEFAULT. Any affirmative act of bankruptcy by LESSEE, or the filing of a petition under any bankruptcy, reorganization, insolvency or moratorium law, or any law for the relief of, or relating to debtors shall constitute a default of this Lease.
23. NOTICES. All notice, demands, consents and requests which may or are required to be given by either party to the other shall be in writing and served by United State Mail, return receipt requested, postage prepaid, addressed to LESSEE as hereinabove set forth, or at such other place as from time to time may be designated by written notice. Notices shall be deemed delivered upon receipt.
24. HOLDING OVER. If LESSEE remains in possession after expiration of the term, with Landlord's acquiescence and without any written agreement between the parties, LESSEE shall be a tenant at will and such tenancy shall be subject to all the provisions hereof, except that the monthly rental rate shall be 150% of the base rent at the time of the lease expiration, the entire holdover period and there shall be no renewal of this Lease by operation of law. Nothing in this paragraph shall be construed as a consent by LESSOR to the possession of the premises by LESSEE after the expiration of the term.
25. ATTORNEY'S FEES. LESSEE agrees that in any action brought by LESSOR based on LESSEE'S default for collection of past due rent, LESSOR shall be reimbursed for reasonable attorney's fees incurred, even though suit to enforce the collection of said rent is not commenced.

26. CODES AND ZONING. LESSEE shall be solely responsible for complying with all fire, health and safety codes now and during the term of the lease. LESSEE shall be solely responsible for complying with all state, county and zoning requirements now and during the term of this Lease. LESSOR makes no warranty that such premises do now or will hereafter comply with federal, state, is changed that would render it impossible, illegal, or unfeasible to operate the business of LESSEE at the premises. LESSEE shall have the right and option to terminate this lease upon six (6) months prior written notice to LESSOR. If this lease is terminated as provided for in this paragraph, as of the Termination date stated in LESSEE's notice, this Lease shall be no further forced or effect and the parties shall have no obligations hereunder, except for the obligations that survive termination.
27. SECURITY DEPOSIT. LESSEE has deposited with the LESSOR the sum specified as set forth in the Fundamental Lease Provisions, receipt of which is hereby acknowledged. Said deposit shall be non-refundable.
28. ADVERTISING SIGNS. LESSEE may, at its sole costs, erect exterior signs which in all respects shall be approved in writing by the LESSOR, Approval shall not be unreasonably withheld, conditioned or delayed. The LESSEE shall not affix or maintain upon the glass panes, show windows, doors, or the exterior walls, any signs, advertising placards, names or any other such like item without the express written approval of LESSOR, which shall not be unreasonably withheld conditioned or delayed. LESSEE has the right, at its sole expense, to construct and erect a pole sign on the east side of the parking lot to display LESSEE'S service mark and logo, with LESSOR'S approval. LESSEE is solely responsible for compliance with City of Bloomington sign ordinances and laws. LESSEE shall be solely responsible for erecting, maintaining and providing electrical service for their sign. Upon termination of the Lease, LESSEE, at LESSEE'S sole expense, shall remove paid pole sign.
29. COMMON AREAS. The term "Common Areas" refers to all areas within the exterior boundaries of the office complex which are now or hereafter made available for general use, convenience and benefit of the LESSEE and other persons entitled to occupy floor area in the office complex including, without limiting the generally of the foregoing automobile parking area, driveways, sidewalks, open and enclosed courts, landscaped and painted areas.

A. Maintenance. LESSEE and its employees and invitees are, except as otherwise specifically provided in this Lease. Authorized, empowered and privileged to use the Common Areas in common with other persons during the term of this Lease. LESSOR agrees to maintain and operate, or cause to be maintained and operated (except as hereinafter provided with reference to cost of maintenance), said Common Areas at all times, for the benefit and use of the customer and patrons of the LESSEE, and of other tenants, owners and occupants of the land constituting the office complex of which the premises are a part. The LESSOR shall keep or cause to be kept said Common Areas in a neat, cleaned and orderly condition, properly lighted and landscaped, and shall repair any damage to the facilities thereof. Only LESSOR shall contract for work to be performed.

B. Expenses. All expenses in connection with said Common Area shall be charged and prorated in the manner hereafter set forth. It is understood and agreed that the phrase "expenses" in connection with said Common Areas as used herein shall be construed to include, but not be limited to all sums expended in connection with said Common Areas for all general operation and maintenance and repairs, resurfacing, or painting, restriping, cleaning, sweeping and janitorial services, maintenance and repair of sidewalks, curbs and office complex signs, sprinkler systems planting and landscaping, lighting and other utilities, Sanitary District fees, snow removal, hauling and waste removal, water, directional signs and other markers and bumpers, maintenance and repair of any fire protection systems, manager and all on-site personnel hired by LESSOR and if LESSOR deems necessary, the cost of security guards, real and personal property taxes and assessments on the improvements and land comprising said Common Area, and governmental imposition or surcharge imposed against LESSOR or assessed against the automobile parking area or any other portion of Common Areas, all costs and expenses pertaining to a security alarm system for the LESSEE in the office complex, depreciation on maintenance and operating machinery and equipment (if owned), and rental paid for such machinery and equipment (if rented), adequate public liability and property damage insurance on the office complex and Common Areas. LESSOR may cause any or all of said services to be provided by an independent contractor or contractors. Should LESSOR acquire or make available additional land not shown as part of the office complex on Exhibit "A" and make the same available for parking or other Common Area purpose, then and expenses in connection with said Common Areas shall also include all of the aforementioned expenses incurred and paid in connection with said additional land. Common Area Charges shall exclude capital improvements and remodeling costs.

C. Payment of Operating Expenses. LESSEE shall pay its pro rate share of such Common Area expenses to LESSOR in the following manner:

(i) From and after the date the Minimum Annual Report provided for in Section 5 hereof has commenced, but subject to adjustment as hereinafter in this Subparagraph (i) provided, LESSEE shall pay LESSOR on the first day of each calendar month of the term of this Lease an amount estimated by LESSOR to be LESSEE'S pro rate share of such Common Area expenses. LESSOR may adjust the estimated monthly charge at the end of any fiscal year on the basis of LESSOR'S experience and reasonably anticipated costs.

(ii) Within sixty (60) days following the end of each fiscal year, LESSOR shall furnish LESSEE a statement covering the fiscal year just expired, certified as correct by an authorized representative of LESSOR, showing the total operating cost, the amount of LESSEE'S pro rate share of such Common Area expenses for such fiscal year and the payments made by LESSEE with respect to such period as set forth in subparagraph (i). If LESSEE shall be entitled to offset the excess against payments next thereafter to become due LESSOR as set forth in said Paragraph (i). Any credits due LESSEE, or charges due LESSOR, shall be paid with thirty (30) days after LESSEE received its statement. LESSEE'S pro rate share of the total Common Area expenses for the previous fiscal year shall be that portion of all of such expenses which is equal to the proportion thereof which the number of square feet of floor area in the Premises set forth in the Fundamental Lease Provisions, bears to the total number of square feet of floor area of buildings in the entire office complex. The term "floor area" as used herein is defined as: The number of square feet of total building area on all levels in the office complex, measured in all cases to the exterior surface of exterior walls, excluding any floor space in the common areas and facilities. There shall be an appropriate commencement of rent and expiration of the term of this Lease.

D. Change of Common Area: Rules. LESSOR reserves the right to change from time to time the dimensions and location of the Common Areas, as well as the dimensions, identify and type of any buildings in the office complex. The LESSOR shall also have the right to establish and from time to time, change, alter and amend, and to enforce against the LESSEE and the other users of said Common Areas such reasonable rules and regulations as may be deemed necessary or advisable for the proper and efficient operation for the maintenance of the Common Areas. LESSOR shall deliver any modifications of the rules and regulations to LESSEE in writing. If LESSOR encloses the complex or blocks access to or visibility of the premises, LESSEE may terminate the Lease.

30. USE OF EXTERIOR PREMISES. The LESSEE may not display, sell merchandise, allow carts, portable signs, devices or any other objects to be stored or to remain outside the defined exterior walls or roof and permanent doorways of the premises, or in the hallways. No aerial antenna shall be erected on the roof or exterior walls of the premises without first obtaining the written consent of the LESSOR. LESSEE shall not solicit in any manner in any of the automobile parking or Common Areas of the office complex.

31. LESSEE'S USE OF PARKING. LESSEE, and its employees and customers, shall have the non-exclusive right to use the common areas, and such use is to be in common with LESSOR and other tenants in the complex and other persons permitted by the LESSOR to use the same and subject to reasonable rules and regulations governing use as LESSOR may from time to time prescribe, including the designation of specific areas within the complex or in reasonable proximity thereto in which automobiles operated by LESSEE and its employees. If LESSEE does not comply with the designated parking provisions, LESSEE shall be in default of this Lease.
32. LESSOR'S REPAIRS. Subject to the foregoing provisions, the LESSOR shall keep and maintain in good condition and repair, the roof and exterior walls, provided that the LESSOR shall not be required to make repairs necessitated by reason of LESSEE'S negligence. The expression "exterior walls" shall not be deemed to include store front, plate glass, window cases or frames, doors or door frames. LESSOR shall have the right to enter LESSEE'S premises to make any and all alterations, repairs or maintenance which LESSOR deems necessary, provided LESSOR shall use its best efforts not to interrupt LESSEE's business.
33. INDEMNITY AND HOLD HARMLESS. The LESSEE agrees that it will indemnify and hold harmless LESSOR from and against all claims of any type arising from any act, admission or negligence of any person or persons, firm or firms, corporation or corporations, in connection with personal property during the term hereof in or about the premises or arising from any act, injury or damage to personal property during the term hereof in or about the premises with in the office complex, or such acts, injuries or damages resulting or are claimed to have resulted from any act, admission or negligence on the part of the LESSEE, its licensees, agents or invitees, servants or employees. This indemnity and hold harmless shall include indemnity against all losses, claims, expenses, penalties, liens and proceedings brought thereon or in the defense thereof. LESSEE agrees LESSOR shall not be responsible to LESSEE or those claiming by, through or under the LESSEE or any loss or damage occasioned by the acts, admissions or negligence of the occupants of the adjoining premises or any part office complex, or any loss or damage resulting to LESSEE or those claiming by, though under the LESSEE or to its or their property from bursting, stopping, leaking or overflowing of water, gas, or sewer pipes or any of its costs, unless caused by LESSOR'S negligence.
34. VENUE. LESSOR and LESSEE agree that this Lease is entered into in the State of Illinois, Mclean County, and that venue is exclusively in McLean County, Illinois.
35. BINDING UPON HEIRS. This Lease shall be binding upon and insure to the benefit of the parties hereto, their heirs, executors, administrators, successors or assigns.

36. RIDER. The Rider, titled "FUNDAMENTAL LEASE PROVISIONS", attached hereto is hereby incorporated into the Lease by this reference.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year first above written

"LESSOR."

Core 3 Property Management as Agent for: Ross Mattis Properties, LLC.

By



"LESSEE":

JAY GOGA INC.

By:



Addendum to Oakland Regency Plaza

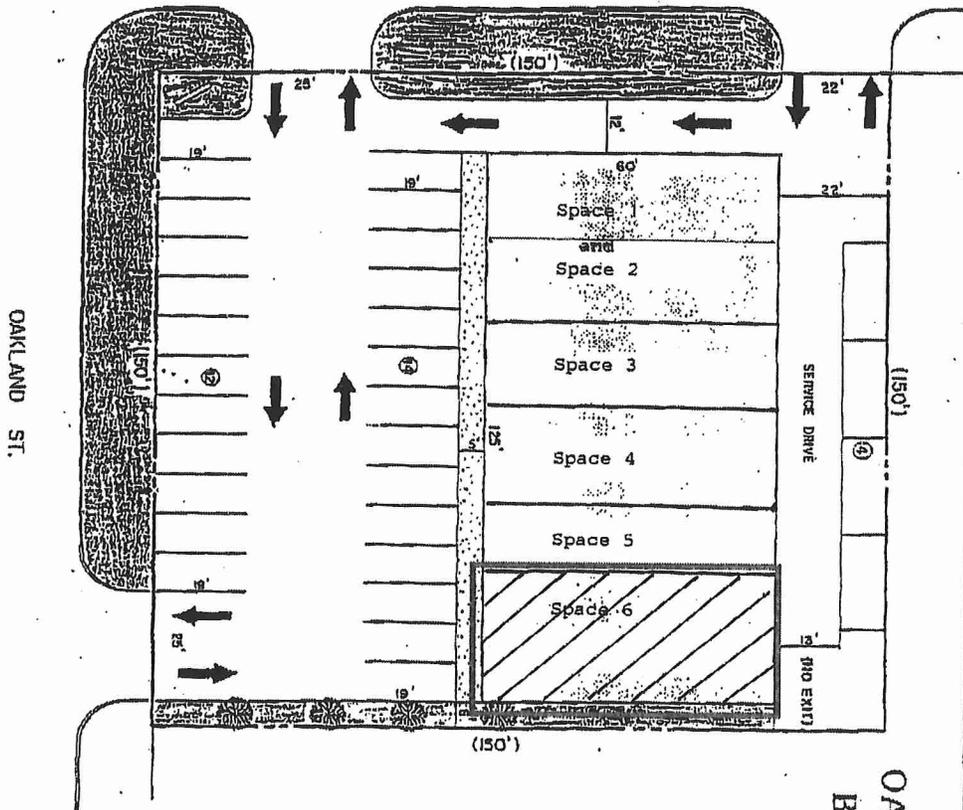
Termination:

Lessee shall have until September 1, 2019 to terminate this lease agreement, ("opt out").

Notice of Termination shall be sent via written notice to Lessor. Upon the issuance of the liquor license to the Lessee the opt out shall expire.

EXHIBIT "A"

EXHIBIT A
REGENCY ST.



OAKLAND - REGENCY PLAZA
BLOOMINGTON, ILLINOIS

ZONING: B-1

PARKING RATIO	1/250
PARKING REQ'D.	30 SPACES
PARKING PROVIDED	30 SPACES
DRIVEWAY AND DRIVEWAY AREA (10% REQ'D)	13,338 SF
	1,334 SF



LOCATION MAP
1/8\"/>



DESIGNS LANDSCAPED AREAS

HDC

Blending Park Development, Inc.
101 W. ...
CHICAGO, ILL.

AUG. 29, 1985 REVISION 5, 1985

EXHIBIT "B"

Description of Premises

The premises in the City of Bloomington, County of Mclean, State of Illinois, defined as 2402 E Oakland Ave, Suite 6, containing approximately 1,693 square feet of floor area, with a frontage of 26 feet and a depth of 63 feet. The approximate location of the premises is outlined on Exhibit "A".

Use of Premises

Lessee may use the premises only for:

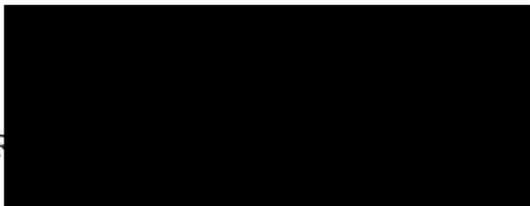
Convenience Store with Packaged Beer and Wine

Trade Name of Lessee

Lessee shall operate the premises under the trade name of:

"To Be Determined"

LESSOR



LESSEE



EXHIBT "C"

Work to be Performed by Lessor on Leased Premises

The Lessor agrees that it will, at its own cost and expense, as soon as practicable, commence with the improvements, which are set forth as follows:

Lessee is the current tenant and agrees to lease space in "as is" condition

LESSOR



LESSEE

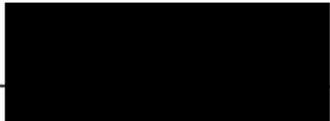


EXHIBIT "D"
Option to Renewal Lease

Lessee shall have Two (2) Options to renew this Lease for additional Five (5) year terms each, subject to the conditions hereinafter contained:

- A. LESSEE shall mail to LESSOR written notice of LESSEE'S intention to exercise the optional renewal periods heretofore mentioned no less than six (6) months, prior to the expiration of the existing Lease from the procedures herein mentioned shall form the conclusive presumption that the LESSEE does not choose to exercise this option.

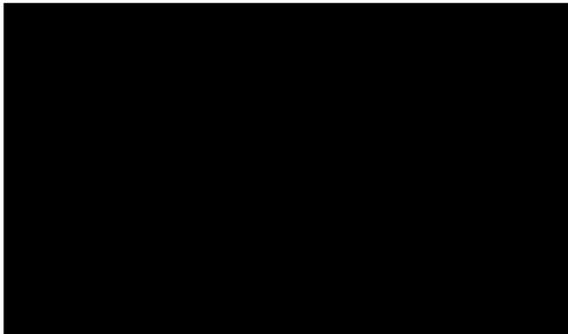
- B. The written notices and procedure herein outlined are conditions precedent to the exercise of the option granted herein, and deviation from the procedures herein mentioned shall form the conclusive presumption that the LESSEE does not choose to exercise the option.

Rent Payments During Option Periods

In the event that LESSEE exercises the options as provided in the above paragraphs, LESSEE covenants and agrees to pay the LESSOR the amounts due as set forth below:

1st Option	1st Option
<u>Commencement</u>	<u>Termination</u>
<u>Date</u>	<u>Date</u>
<u>September 1, 2022</u>	<u>August 31, 2027</u>

- Minimum Annual Rent (1st 12 Months):
- Minimum Annual Rent (2nd 12 Months):
- Minimum Annual Rent (3rd 12 Months):
- Minimum Annual Rent (4th 12 Months):
- Minimum Annual Rent (5th 12 Months):



All Payments are due monthly and are due on the first day of each month.

LESSOR _____

LESSEE _____

2nd Option
Commencement
Date
September 1, 2027

2nd Option
Termination
Date
August 31, 2032

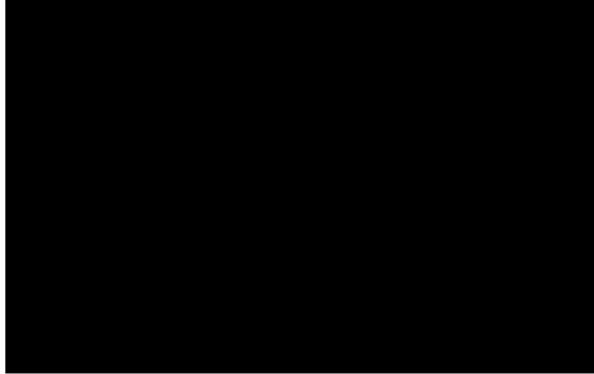
Minimum Annual Rent (1st 12 Months):

Minimum Annual Rent (2nd 12 Months):

Minimum Annual Rent (3rd 12 Months):

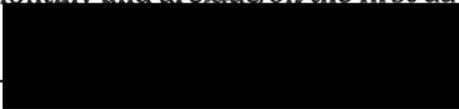
Minimum Annual Rent (4th 12 Months):

Minimum Annual Rent (5th 12 Months):



All Payments are due monthly and are due on the first day of each month.

LESSOR



LESSEE



GUARANTY

In consideration of the renting of the premises pursuant to the terms of the attached lease dated May 20, 2019, and for other good and valuable consideration the undersigned on behalf of their heirs, executors, administrators, successors and assigns, guarantees to LESSOR and to its heirs, executors, administrators, successors and assigns prompt payment by LESSEE of all rent and other monetary obligations of LESSEE as provided in said lease together with performance by LESSEE of all provisions of the Lease and of any renewal thereof.

This is a continuing Guaranty and notice of its acceptance is waived. Notice of any default is hereby waived and is hereby waived and consent is given to all extensions of time that LESSOR may grant.

IN WITNESS WHEREOF this Guaranty is executed as of the 20 day of May,
2019.

[Redacted Signature]
(Guarantor)

[Redacted Signature]
(Guarantor)

AL PESHKUMAR PATEL

NORMAL, IL 61761-6273



2-1/710

DATE 5/20/19

PAY TO THE ORDER OF

Core 3

\$ 3500.⁰⁰/₁₀₀

Three thousand five hundred dollar ⁰⁰/₁₀₀ DOLLARS

Security Features Include Details on Back.

CHASE

JPMorgan Chase Bank, N.A. www.Chase.com

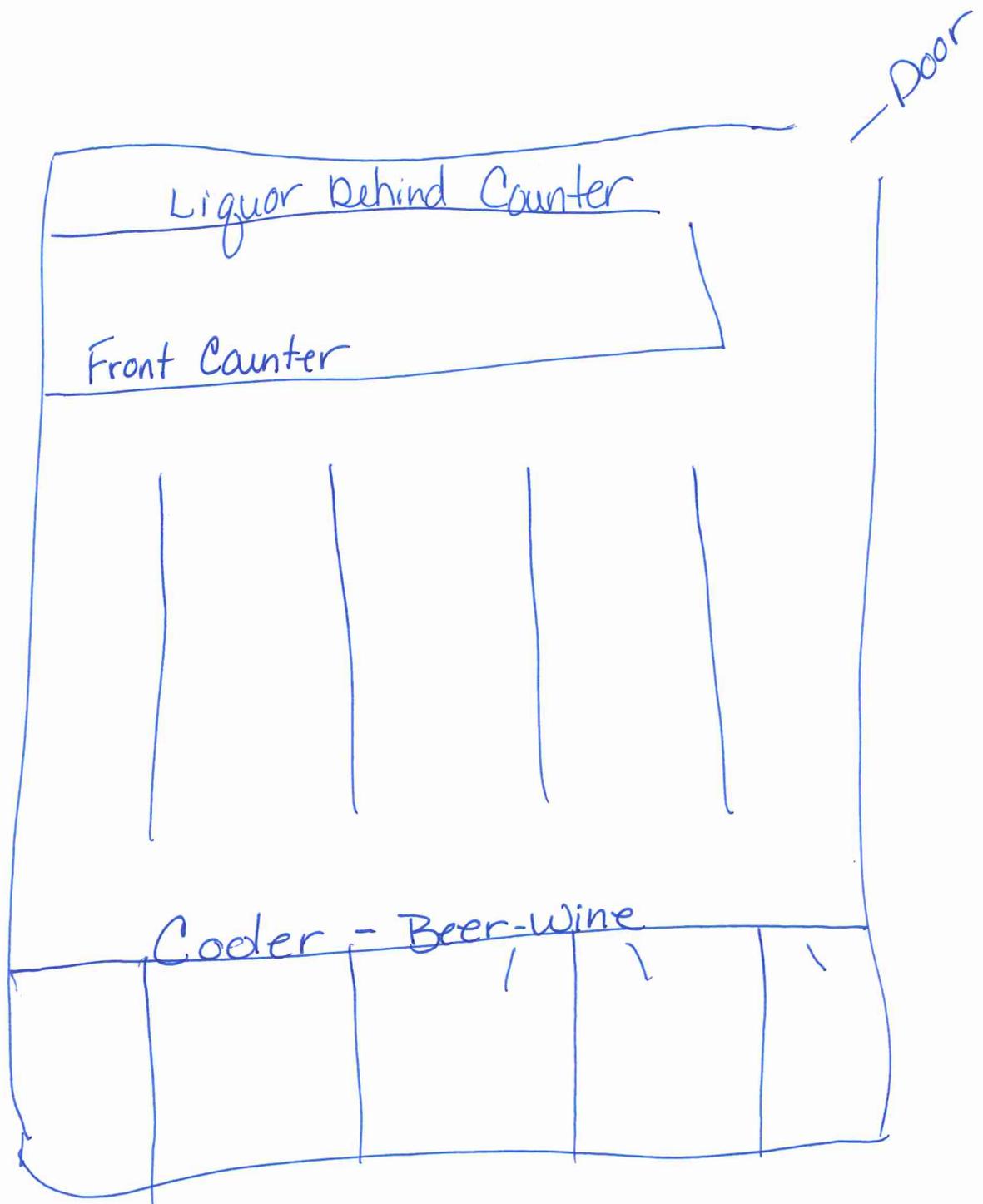


MEMO June 1, 2019

MP

⑆071000013⑆



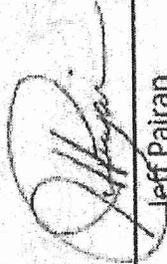


Certificate of Completion

**American
Safety Council**

NITIN PATEL

Has diligently and with merit completed the
Off-Premise BASSET Alcohol Certification on 5/30/2019
from the American Safety Council.


Jeff Pairan



Illinois BASSET Training

This card certifies that:

NITIN PATEL

has completed the
Off-Premise BASSET Alcohol Certification



Nishu Parani

6/29/2019

Exp. Date

Certificate of Completion

**American
Safety Council**

PARIMAL PATEL

Has diligently and with merit completed the
Off-Premise BASSET Alcohol Certification on 5/30/2019

from the American Safety Council.



Jeff Pairan



Illinois BASSET Training

This card certifies that:

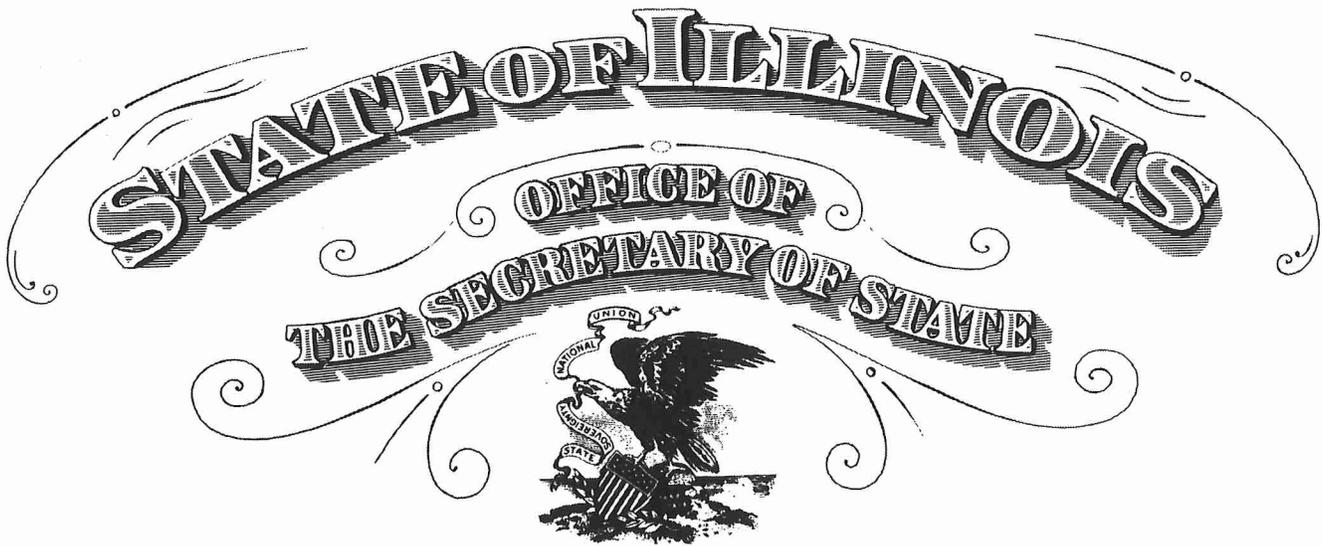
PARIMAL PATEL

has completed the
Off-Premise BASSET Alcohol Certification


Parimal Patel

6/29/2019

Exp. Date



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

JAY GOGA INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MAY 15, 2019, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 7TH day of JUNE A.D. 2019 .



Jesse White



**Package Liquor Tax
Registration Form**

Illinois Business Tax (IBT) #:

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

Describe your type of Business: *Convenient Store*

DBA Business Name: *Illini Liquor*

Address: *2402 Oakland Ave. Ste. 6
Bloomington, IL 61701*

Contact: *Parimal Patel*

Phone: [Redacted] **Fax:**

Email: [Redacted]

Owner/Corporate Name:
(if different from above) *Jay Coors Inc*

Address: [Redacted]

Normal, IL 61761

Contact: *Parimal Patel*

Phone: [Redacted] **Fax:**

Email: [Redacted]

Please check here to have all correspondence mailed to corporate address instead of the physical address.

Type of Organization:

Sole Proprietorship Partnership

Corporation LLC

Other _____

▶ **Mail, Drop Off, Fax, or Email to:** **Address:** City Hall
Finance Department
Room 100
109 E. Olive Street
Bloomington, IL 61702

Fax: 309-434-2463

Email: finance@cityblm.org

Phone: 309-434-2233

▶ Under penalties as provided by law, I declare that to the best of my knowledge and belief, the information on this form is true, correct and complete.

[Redacted Signature] _____ *6-7-19* _____
Signature of Officer Empowered to Sign Date

Parimal Patel _____
Print Name and Title

CITY OF BLOOMINGTON
PUBLIC HEARING NOTICE

On Tuesday, July 9, 2019 at 4:00 PM, in the City Hall Council Chambers, located at 109 E. Olive St., the Bloomington Liquor Commission will conduct a Public Hearing on the Application of Jay Goga, Inc. d/b/a Illini Liquor, located at 2402 E. Oakland Ave., Suite 6, for a Class PAS (Package, All Types of Alcoholic Liquor, and Sunday Sales) liquor license, which would allow the sale of all types of packaged alcoholic liquor for consumption 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, City Clerk

Publication Date: June 28, 2019, Pantagraph Newspaper

CITY OF BLOOMINGTON
PUBLIC HEARING NOTICE

On Tuesday, July 16, 2019 at 6:00 p.m., in the City Hall Council Chambers, located at 109 E. Olive St., the Bloomington Liquor Commission will conduct a continued Public Hearing on the Application of Jay Goga, Inc. d/b/a Illini Liquor, located at 2402 E. Oakland Ave., Suite 6, for a Class PAS (Package, All Types of Alcoholic Liquor, and Sunday Sales) liquor license, which would allow the sale of all types of packaged alcoholic liquor for consumption 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, City Clerk

Publication Date: July 12, 2019, Pantagraph Newspaper

Item 12. Public Hearing on an application for Jay Goga, Inc. d/b/a Illini Liquor, located at 2402 E. Oakland Ave., Suite 6, requesting a Class PAS (Package, All Types of Alcoholic Liquor and Sunday Sales) liquor license, which would allow the sale of all types of packaged alcoholic liquor for consumption off premises seven (7) days a week.

Public Hearing began at 4:20 p.m.

Richard Marvel, Attorney for Illini Liquor, after being sworn in, addressed the Commission. He described the business to the Commission as a 1,700 - 1,800 square foot convenience store that will be in a strip mall near State Farm where eight to ten percent of the floor space will be utilized by liquor. The store will offer full convenience items, hot food, grab and go sandwiches, tobacco, liquor, coffee, newspapers, etc. The owners believe there will be a demand based on the proximity to State Farm and that there will be demand for walk in traffic. Mr. Patel, owner, has business operations in Rockford, IL. Nitin, store manager, has experience in package liquor sales in Buckley, IL as well as managing a grocery store in Champaign, IL for four years where there have been no problems. Both owner and manager are certified in BASSET and they anticipate hiring an additional three employees who will also become certified. The hours of operation will be from 7:00 a.m. until 12:00 a.m. (midnight) daily. The owners anticipate there to be twenty to thirty percent alcohol sales.

Commissioner Jordan inquired about the parking situation for the building. Mr. Marvel responded stating the business will be in a strip mall with six or seven retail spaces and there are fifty shared parking spaces.

Commissioner Jordan expressed concern with the types of businesses located in the strip mall relative to the parking spaces. He also asked if either the owner or manager have had a liquor license in Bloomington. Mr. Marvel responded confirming neither had a liquor license in Bloomington. Nitin Patel, store manager, owns a Seva Salon, in the Greenbriar Walmart, and owns a smoke shop in Champaign.

Commissioner Jordan and George Boyle, Asst. Corporation Council, inquired about the residency of the applicant and manager. Mr. Marvel stated that the owner is a resident of Rockford, IL and may move to Bloomington and the manager is a resident of Normal, IL.

Commissioner Jordan asked the advantage to have liquor at this location. Mr. Marvel stated Oakland Ave. is a high traffic area, near State Farm and to-go restaurants. He also stated the gas station has a liquor license across the street but, this location would be the only location on the particular side of Oakland.

Nitin Patel, owner, after being sworn in, addressed the Commission.

George Boyle, Asst. Corporation Counsel, asked how long he has been a resident of Normal and why the initial application stated there were no liquor licenses in the area when there are multiple options near the establishment, including the gas station located at 2401 E. Oakland. Mr. Patel stated he has been a Normal resident for three years but was unable to answer why the initial application stated no liquor licenses were in the area. Mr. Marvel stated that the application was completed in his office with his staff, the owner and manager. He also stated the only liquor convenience store in the area is the gas station across the street. Discussion was had about the locations and amount of locations in the area where liquor is available.

Commissioner Jordan asked if no liquor license was granted, would the owner still open the business. Nitin, manager, stated that they would not as there are more likely to succeed

with liquor. Discussion was had on the percentage of sales needed to turn a profit and how a liquor license was necessary.

Commissioner Jordan asked if there were any citizens who would like to speak in favor or in opposition of the business. No one came forward.

Commissioner Powell commented that it would be difficult to operate convenience store without liquor when competitors operate with a liquor license and did not have an issue with granting a license.

George Boyle, Asst. Corporation Counsel, asked for Bob Mahrt, Community Development to come forward and discuss parking. Mr. Mahrt, after being sworn in, addressed the Commission on parking. He confirmed the property is zoned for commercial and that the parking is not assigned to an individual business and is to be shared. He also explained the parking allowed under the previous code verses the newly implemented zoning code. Mr. Mahrt the property has 26 parking spaces in the front and four spaces in the back of the building. There is no bicycle parking but, that is the responsibility of the developer, not the lease holders. He also confirmed six units within the strip mall.

Mr. Boyle expressed concern with 7:00 a.m. opening time to have liquor available.

Commissioner Powell expressed concern about the name as Illini Liquor if the business is more focused on convenience instead of liquor. Nitin Patel, manager, suggested a potential name change to Illinois Food and Liquor.

Commissioner Jordan reiterated concerned about location and proximity to other license holders. He continued by stating if a store is contingent to be successful based on liquor, it is concerning with so many establishments offering the same product. Discussion was had about the heavy traffic during peak times and the options to purchase liquor locations are all on the opposite side of the street from the proposed location.

Robert Fazzini, after being sworn in, addressed the Commission. He stated he used to live on Canterbury Court which is not far from the proposed location. He stated he would not order a pizza for pick up at the Papa Murphy's, and then drive across Oakland to pick up liquor. He stated that liquor is a part of their business plan and it is more convenient to walk to their store than to walk or drive to the other establishments that sell liquor.

Commissioner Jordan closed the Public Hearing at 4:57 p.m.

Commissioner Powell made a motion, to recommend the approval the item and died for lack of a second.

Commissioner Jordan made a motion, seconded by Commissioner Powell, to table the item until a future Liquor Commission Meeting to allow Commissioner Renner an opportunity to review the application and the meeting.

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

Ayes: Commissioners Jordan and Powell.

Nays: None.

Motion carried.

The following was presented:



SPECIAL MEETING MINUTES

PUBLISHED BY THE AUTHORITY OF THE LIQUOR COMMISSION OF BLOOMINGTON, ILLINOIS
TUESDAY, JUNE 16, 2019, 6:00 P.M.

The Liquor Commission convened in Special Session in the Council Chambers, City Hall Building at 6:00 p.m., Tuesday, June 16, 2019.

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

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

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

Public Comment

Commissioner Renner opened the meeting to receive public comment and no one came forward.

The following was presented:

Item 4. Continuation of the Public Hearing on the Application of Jay Goga, Inc. d/b/a Illini Liquor, located at 2402 E. Oakland Ave., Suite 6, requesting a Class PAS (Package, All Types of Alcoholic Liquor and Sunday Sales) liquor license, which would allow the sale of all types of packaged alcoholic liquor for consumption off premises seven (7) days a week, as requested by the Liquor Commission.

The public hearing opened at 6:02 p.m.

Commissioner Renner opened the floor for individuals to come forward to speak for or against the business. No one came forward.

Commissioner Renner reminded attendants that this hearing is a continuation of the previous hearing held on July 9, 2019. He stated that he had listened to the recording of the previous public hearing and ask all speakers and presenters to pick-up where they left off, being mindful that everything previously stated is already part of the record. He discussed his understanding of the location and the experience of the proposed owner and operator with liquor license in other municipalities. He stated that he was in support of the business obtaining a liquor license.

Mr. Marvel, attorney for the Jay Goga, Inc. d/b/a Illini Liquor, came forward to address the Commission and requested to have a document regarding the traffic count of 12,200 for Oakland Avenue, where the business would be located, entered as an exhibit. The Clerk accepted the document as Exhibit A for the file.

Commissioner Powell made a motion, seconded by Commissioner Renner, to approve the item and send it to Council for final approval.

Commissioner Jordan stated that he hoped the business would follow its promise in operating as a convenience store and not a liquor store. He reminded the applicants that they had testified that 70% of sales would be attributed to dry goods and only 30% from alcohol. He

hoped that would be the actual result of sales and expressed some concerns with the hours of the business.

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

Ayes: Commissioners Renner, Jordan, and Powell.

Nays: None.

Motion carried.

The public hearing closed at 6:06 p.m.

The following was presented:

Item 5. Second Public Hearing on an Application of Puma Enterprises, Inc. d/b/a Park Pantry, located at 906 S. Morris Avenue, requesting a Class PAS (Package, All Types of Alcoholic Liquor and Sunday Sales) liquor license, which would allow the sale of all types of packaged liquor for consumption off the premises seven (7) days a week, as requested by the City Council.

The public hearing opened at 6:06 p.m.

Richard Marvel, attorney for Puma Enterprises, Inc. d/b/a Park Pantry, came forward to address the Commission. He was sworn in and testified as follows.

Mr. Marvel began by providing the Commission with a copy of the presentation he planned to make. The Clerk accepted the presentation as Group Exhibit A for the file.

Mr. Marvel discussed the PAS liquor license requested and talked about traffic counts on Morris Avenue, where the business would be located. He requested to have a document regarding the traffic count for Morris Avenue entered as an exhibit. The exhibit was accepted, marked for identification as Exhibit B and entered into the file.

Mr. Marvel described the proposed improvements to the building where the establishment would be located, overviewed the history of the building, and described the proposed business model as a convenience store focusing on sales of groceries and “grab and go” food items.

Commissioner Renner described the Liquor Commission had previously recommended conditions be imposed on the license: the store closing at 11:00 p.m., Liquor sales would remain below 50% of total sales, and lights and cameras would be installed to ensure safety.

Mr. Marvel stated that he and his client had no objections to those conditions placed on the License by the Liquor Commission. He went on to point out distances of churches and other liquor license that he had researched in the area.

Commissioner Jordan asked questions clarifying some of Mr. Marvel’s statements. He particularly inquired about package licenses in the area.

Leslie Yocum, City Clerk, clarified that the Parkview Inn and Sport & Bait, both located on Morris Avenue, hold package license.

Adjeet Singh, President and owner of Puma Enterprises Inc., was sworn in and testified as follows.

Mr. Singh discussed the layout of the store, inventory and quick-serve items to be sold, such as Hunt Brothers Pizza.



CONSENT AGENDA ITEM NO. 7J

FOR COUNCIL: August 26, 2019

SPONSORING DEPARTMENT: City Clerk

SUBJECT: Consideration and action on an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code Prohibiting Alcohol on Public Property as They Pertain to the Davis Lodge at Lake Bloomington on September 6, 2019, to Allow Moderate Consumption of Alcohol for the Sunken and Hites Wedding Reception, 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 August 13, 2019, to consider the request from Bryce Hites and Ciji Sunken to allow moderate consumption of alcohol on September 6, 2019, for their wedding to be held at Davis Lodge.

Present: Commissioners Tari Renner, Lindsey Powell and Jim Jordan; Staff present: Greg Moredock, Attorney with Sorling Northrup; Dan Donath, Asst. Police Chief; and Amanda Mohan, Deputy City Clerk.

Ciji Sunken, bride to be, addressed the Commission. She told the Commission that approximately 120 guests are anticipated to attend the event, which would be catered by Lake Road Inn. She confirmed that only beer would be served and that the event would be held from 5:30 p.m. to 9:30 p.m.

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

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

Ayes: Commissioners Renner, Powell, and Jordan.

Nays: None.

Motion carried.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the August 13, 2019 Liquor Commission meeting was placed on the City's website.

FINANCIAL IMPACT: A rental fee of \$500.00 has been paid for use of the Davis Lodge. This is recorded in the Lake Maintenance-Facility Rental account (50100140-54430). Stakeholders can locate this in the FY 2020 Budget Book titled "Other Funds & Capital Improvement" on page 124.

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

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager

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

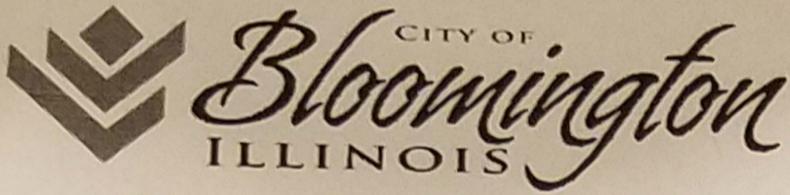
Recommended by:



Tim Gleason
City Manager

Attachments:

- CLK 3B Application Sunken-Hites Wedding 9-6-19 Redacted
- CLK 3C Class W License Lake Road Inn
- CLK 3D Ordinance 2019-68 Sunken-Hites Wedding 9-6-19



REQUEST FOR BEER/WINE AT A CITY OWNED PROPERTY

The City of Bloomington has restrictions regarding alcohol consumption at a City Facility or in a City Park. This includes the Miller Park Pavilion and the Davis Lodge at lake Bloomington. 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.

Please submit this application to the City Clerk Department located in City Hall at 109 E. Olive Street. This application must go to the Liquor Commission for review and then the City Council for approval. **A representative must be present at the Liquor Commission for the event to answer any questions that may arise.** Please check with the City Clerk Department for your Liquor Commission date.

EVENT INFORMATION

My event will be held at (Please Check One) Miller Park Pavilion Davis Lodge
Type of Event: Wedding Number of Attendees: 130
Date of Event: September 6, 2019 Time of Event: 6pm

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.

CATERER INFORMATION

Name of Caterer: Lake Road Inn - Craig Hanson Contact Number: [REDACTED]
Address: [REDACTED]
City: Hudson State: IL Zip Code: 61748

APPLICANT INFORMATION

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

Ciji Sunken - Bride
Bryce Hites - Groom

Applicant Contact Information:

Phone Number: [REDACTED] Email Address: [REDACTED]
Address: [REDACTED]
City: Fisher State: IL Zip Code: [REDACTED]

[REDACTED]
Applicant Signature

7-3-19
Date

CITY OF BLOOMINGTON IL
109 E OLIVE STREET
BLOOMINGTON, IL 61701

05/14/2019

09:28:01

CREDIT CARD

MC SALE

Wat

Card # XXXXXXXXXXXX [REDACTED] 3t
SEQ #: 1
Batch #: 425
INVOICE 2
Approval Code: [REDACTED]
Entry Method: Manual 5AM
Mode: Online
Avs Code: NYZ

119912

MISCEL

Descr

LODGE

FEES/

Refer

2020

1 @

Payme

SALE AMOUNT \$1150.00

CUSTOMER COPY .00

.00

Subtotal 1,150.00

Total 1,150.00

CREDIT CARD 1,150.00

Change due 0.00

Paid by: Sunken

Comments: Lodge Rental/Deposit/Tent Fees
9-06-2019

Signature: _____

Thank you for your payment.

CUSTOMER COPY



CITY OF
Bloomington
 ILLINOIS

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

119912-0014 Tara G. 05/14/2019 10:35AM

MISCELLANEOUS

Description: WATER DAVIS

LODGE RENTAL

FEES/DEPOSITS (WA0021)

Reference 1: 9-6-2019

2020 Item: [REDACTED]

1 @ 1,150.00 1,150.00

Payment Id: 429977

 1,150.00

Subtotal 1,150.00

Total 1,150.00

CREDIT CARD 1,150.00

 Change due 0.00

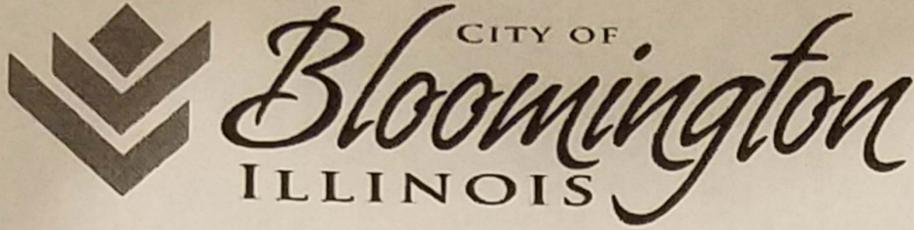
Paid by: Sunken

Comments: Lodge Rental/Deposit/Tent Fees
 9-06-2019

Signature: _____

Thank you for your payment.

CUSTOMER COPY



Public Works Department
115 E. Washington Street
Bloomington, IL 61701
Phone: 309-434-2225
Fax: 309-434-2201

Reservation Letter

7/3/2019

Dear Ciji,

Thank you for choosing Davis Lodge at Lake Bloomington for your upcoming event. Per your request, we will hold September 6th, 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 **Public Works Dept. – Water Division, 115 E. Washington 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)434-2225.

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

Respectfully,

Jessica Carroll
Email: jcarroll@cityblm.org

Signature: _____

Date: 5-19

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 LIQUOR LICENSE

EXPIRES 12/31/2019

Number
11435

W LIQUOR LICENSE
CATERING



GRAYBILL LIMITED
DBA LAKE ROAD INN
25106 N 1750 EAST RD
HUDSON, IL 61748

ID: 8193

This license is issued subject to all requirements of the ordinances of the City of Bloomington. Information may be obtained from the office of the Bloomington City Clerk.

PAID

01/23/2019

Tari Renner

Tari Renner, Mayor/Liquor Commissioner

Attest

Leslie Smith-Yokum

Leslie Smith-Yokum, Interim City Clerk

Total Received..... \$75.00

This License is NOT Transferable

NOTE: This is your receipt for payment of amount indicated. Original license has imprint.

01/23/2019	CITY OF BLOOMINGTON LIQUOR LICENSE	Number 11435
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>GRAYBILL LIMITED DBA LAKE ROAD INN 25106 N 1750 EAST RD HUDSON, IL 61748</p> </div> <div style="width: 45%;"> <p>ID: 8193</p> </div> </div>		
<p style="text-align: center;">W LIQUOR LICENSE</p> <p>CATERING</p>	<div style="text-align: right;"> </div> <p>CATERING \$75.00</p> <p>Total \$75.00</p>	

ORDINANCE NO. 2019 - 68

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE PROHIBITING ALCOHOL ON PUBLIC PROPERTY AS THEY PERTAIN TO THE DAVIS LODGE AT LAKE BLOOMINGTON ON SEPTEMBER 6, 2019, TO ALLOW MODERATE CONSUMPTION OF ALCOHOL FOR THE SUNKEN AND HITES WEDDING RECEPTION

WHEREAS, Mr. Bryce Hites and Ms. Ciji Sunken desire to allow moderate consumption of alcohol on September 6, 2019, for their wedding, to be held at Davis Lodge at Lake Bloomington from 5:30 p.m. to 9:30 p.m.; and

WHEREAS, Mr. Bryce Hites and Ms. Ciji Sunken requested permission from the City to serve beer 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 September 6, 2019, from 5:30 p.m. to 9:30 p.m.

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

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

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

PASSED this 26th day of August 2019.

APPROVED this ____ day of August 2019.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, City Clerk



CONSENT AGENDA ITEM NO. 7K

FOR COUNCIL: August 26, 2019

SPONSORING DEPARTMENT: City Clerk

SUBJECT: Consideration and action on an Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code Prohibiting Alcohol on Public Property as They Pertain to the Davis Lodge at Lake Bloomington on September 28, 2019, to Allow Moderate Consumption of Alcohol for the Erwin and Bothast Wedding Reception, 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 August 13, 2019, to consider the request from Nicholas Erwin and Morgan Bothast to allow moderate consumption of alcohol on September 28, 2019, for their wedding to be held at Davis Lodge.

Present: Commissioners Tari Renner, Lindsey Powell and Jim Jordan; Staff present: Greg Moredock, Attorney with Sorling Northrup; Dan Donath, Asst. Police Chief; and Amanda Mohan, Deputy City Clerk.

Nicholas Erwin, groom to be, addressed the Commission. He told the Commission that approximately 100 guests are anticipated to attend the event, which would be catered by Childer's Catering of Peoria, IL. He confirmed that only beer and wine would be served and that the event would be held from 5:30 p.m. to 10:00 p.m.

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

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

Ayes: Commissioners Renner, Powell, and Jordan.

Nays: None.

Motion carried.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the August 13, 2019 Liquor Commission meeting was placed on the City's website.

FINANCIAL IMPACT: A rental fee of \$500.00 has been paid for use of the Davis Lodge. This is recorded in the Lake Maintenance-Facility Rental account (50100140-54430). Stakeholders can locate this in the FY 2020 Budget Book titled "Other Funds & Capital Improvement" on page 124.

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 Application Bothast-Erwin Wedding 9-28-19 Redacted
- CLK 2C Ordinance 2019-66 Bothast-Erwin Wedding 9-28-19



REQUEST FOR BEER/WINE AT A CITY OWNED PROPERTY

The City of Bloomington has restrictions regarding alcohol consumption at a City Facility or in a City Park. This includes the Miller Park Pavilion and the Davis Lodge at lake Bloomington. 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.

Please submit this application to the City Clerk Department located in City Hall at 109 E. Olive Street. This application must go to the Liquor Commission for review and then the City Council for approval. **A representative must be present at the Liquor Commission for the event to answer any questions that may arise.** Please check with the City Clerk Department for your Liquor Commission date.

EVENT INFORMATION

My event will be held at (Please Check One) Miller Park Pavilion Davis Lodge
Type of Event: Wedding Number of Attendees: 120
Date of Event: 09/28/2019 Time of Event: 5:30

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.

CATERER INFORMATION

Name of Caterer: Childer's Catering Contact Number: [REDACTED]
Address: [REDACTED]
City: Peoria State: IL Zip Code: [REDACTED]

APPLICANT INFORMATION

Name(s) of applicants (Specify how they are related to the event):
Morgan Bothast Bride
Nicholas Erwin Groom

Applicant Contact Information:

Phone Number: [REDACTED] Email Address: [REDACTED]
Address: [REDACTED]
City: [REDACTED] State: [REDACTED] Zip Code: [REDACTED]

[REDACTED] 07/09/2019
Applicant Signature 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



Lake Bloomington – Davis Lodge

25449 Davis Lodge Road
Hudson, IL 61748
Phone: 309-434-2157
davislodge@cityblm.org

Fee Confirmation Letter

September 19, 2018

Dear Nicholas Erwin,

Thank you for choosing Davis Lodge at Lake Bloomington for your upcoming event. This is confirmation of your reservation *for September 28, 2019.*

The Deposit Fee of \$500.00 has been paid in full and the Rental Fee of \$400.00 is due by July 28, 2019.

Cancellation Policy: Security deposits are only refundable if cancellations are made 60 days prior the reservation date.

Please refer questions regarding Set-Up Instructions (*for tables & chairs set up*) to Lake Park Maintenance Crew @ (309) 434-2163.

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

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

Thank you,

Jessica Carroll
Water Department – Lake Division
603 W. Division St.
Bloomington, IL 61701
Davis Lodge Reservation Line: 309-434-2157 Fax 309-434-2833
jcarroll@cityblm.org



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

117339-0002 Tara G. 09/19/2018 04:35PM

MISCELLANEOUS

Description: WATER DAVIS

LODGE RENTAL

FEES/DEPOSITS (WA0021)

Reference 1: 9-28-2019

2019 Item: WA0021

1 @ 500.00 500.00

Payment Id: [REDACTED]

500.00

Subtotal 500.00

Total 500.00

CREDIT CARD 500.00

Change due 0.00

Paid by: Erwin

Comments: Lodge Deposit Fee
9-28-2019

Signature: _____

Thank you for your payment.

CUSTOMER COPY

ORDINANCE NO. 2019 - 66

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE PROHIBITING ALCOHOL ON PUBLIC PROPERTY AS THEY PERTAIN TO THE DAVIS LODGE AT LAKE BLOOMINGTON ON SEPTEMBER 28, 2019, TO ALLOW MODERATE CONSUMPTION OF ALCOHOL FOR THE ERWIN AND BOTHAST WEDDING RECEPTION

WHEREAS, Mr. Nicholas Erwin and Ms. Morgan Bothast desire to allow moderate consumption of alcohol on September 28, 2019, at their wedding, to be held at Davis Lodge at Lake Bloomington from 5:30 p.m. to 10:00 p.m.; and

WHEREAS, Mr. Nicholas Erwin and Ms. Morgan Bothast 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 September 28, 2019, from 5:30 p.m. to 10:00 p.m.

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

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

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

PASSED this 26th day of August 2019.

APPROVED this ____ day of August 2019.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, City Clerk

REGULAR AGENDA



REGULAR AGENDA ITEM NO. 8A

FOR COUNCIL: August 26, 2019

SPONSORING DEPARTMENT: Administration

SUBJECT: Consideration and action on an Ordinance Approving a Real Estate Contract with the Boys & Girls Club of Bloomington-Normal for the Sale of Property Near 407 East Erickson Avenue in Bloomington, as requested by the Administration Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK: Goals 2. Upgrade City Infrastructure and Facilities and 5. Great Place - Livable, Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objectives 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service, and 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: This ordinance, if approved, would represent a critical step in helping to bring a new \$12-\$15 million 45,000 square foot space serving hundreds of kids to the city's west end. We have been working with the Boys & Girls Club to sell approximately 3.34 acres in Sunnyside Park to the Club in exchange for various other park and drainage improvements. The Club will improve almost 4 acres west of the park into two usable open sports/playing fields with seeded turf surfaces and will make considerable drainage improvements that will benefit both the space and the entire neighborhood.

A newly constructed parking lot will also be accessible to park users and the building will be available to the surrounding neighborhood. It would represent a significant investment in an area of the community that unfortunately has not seen large-scale development for some time. It will also compliment newly installed playground equipment and athletic courts approved by the City Council in prior years and the Sunnyside Garden program immediately adjacent to the park.

According to reports, the club, through June 2019, served more than 800 kids with more than 90% of members being from low-income families. This agreement follows and builds upon a Memorandum of Understanding in support of the sale approved by the Bloomington City Council in 2018.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Boys & Girls Club of Bloomington/Normal and Sunnyside Park residents.

FINANCIAL IMPACT: The City would sell the land for \$1.00. Please see the background the non-monetary but valuable items that this partnership would bring to the community.

COMMUNITY DEVELOPMENT IMPACT: Goals CWB-3. Develop a coordinated and efficient system of services that addresses comprehensive needs of children, families, and communities; HL-1. Create a park and green space system that provides for a variety of active and passive recreational and wellness activities for current and future residents; and CF-1. Continue to provide quality public facilities and services.

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

Respectfully submitted for Council consideration.

Prepared By: Billy Tyus, Deputy City Manager
Finance & Budgetary Review By: Chris Tomerlin, Budget Manager
Community Dev. Review By: Katie Simpson, City Planner
Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- ADM 2B Ordinance 2019-69 Boys & Girls Club
- ADM 2C Contract Boys & Girls Club
- ADM 2D Exhibit B_Boys & Girls Club Site Plan

ORDINANCE 2019 - 69

AN ORDINANCE APPROVING A REAL ESTATE CONTRACT WITH THE BOYS & GIRLS CLUB OF BLOOMINGTON-NORMAL FOR THE SALE OF PROPERTY NEAR 407 EAST ERICKSON AVENUE IN BLOOMINGTON

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

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

WHEREAS, City owns real property commonly known as 407 East Erickson Avenue, Bloomington, Illinois, and delineated on the map attached hereto as Exhibit A ("City Property"), that is currently used for recreation, open space and other park purposes and is currently underutilized;

WHEREAS, pursuant to its home rule powers, City is authorized to sell any real or personal property it owns located within its limits as City deems proper;

WHEREAS, the Boys and Girls Club of Bloomington-Normal ("BGC") desires to purchase the City Property from City for the purpose of developing it into a Boys and Girls Club facility ("Facility") offering a broad range of services and recreation programs for youth ages 5 to 18;

WHEREAS, City acknowledges the need for services for young people in the city and that a new facility offering such services would be consistent with the City's strategic goals and objectives for a livable, sustainable City;

WHEREAS, the development of the Facility also creates a safe environment for the community's youth; and

WHEREAS, in the additional consideration of helping the City meet its objectives with comprehensive goals and addressing public safety issues, the BGC will also: (1) improve currently unimproved City property to the west of the Facility, including the addition of turf surfaces, so that it can be utilized by the City as park property; (2) add drainage improvements to the area; and (3) provide additional parking; and

WHEREAS, the development by the BGC will help facilitate and complement the use of adjoining park and recreation spaces by the City; and

WHEREAS, City Council finds it in the best interest of the City to approve the Real Estate Purchase Contract with the BGC.

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

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

SECTION 2. That the Real Estate Purchase Contract, attached as Exhibit B, shall be approved and the Mayor and City Clerk authorized to execute the Contract.

SECTION 3. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

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

SECTION 5. This ordinance shall be effective after its execution and upon the date of its publication as required by law.

PASSED this 26th day of August 2019.

APPROVED this ____ day of August 2019.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, City Clerk

EXHIBIT A
DELINEATED PROPERTY TO BE SOLD

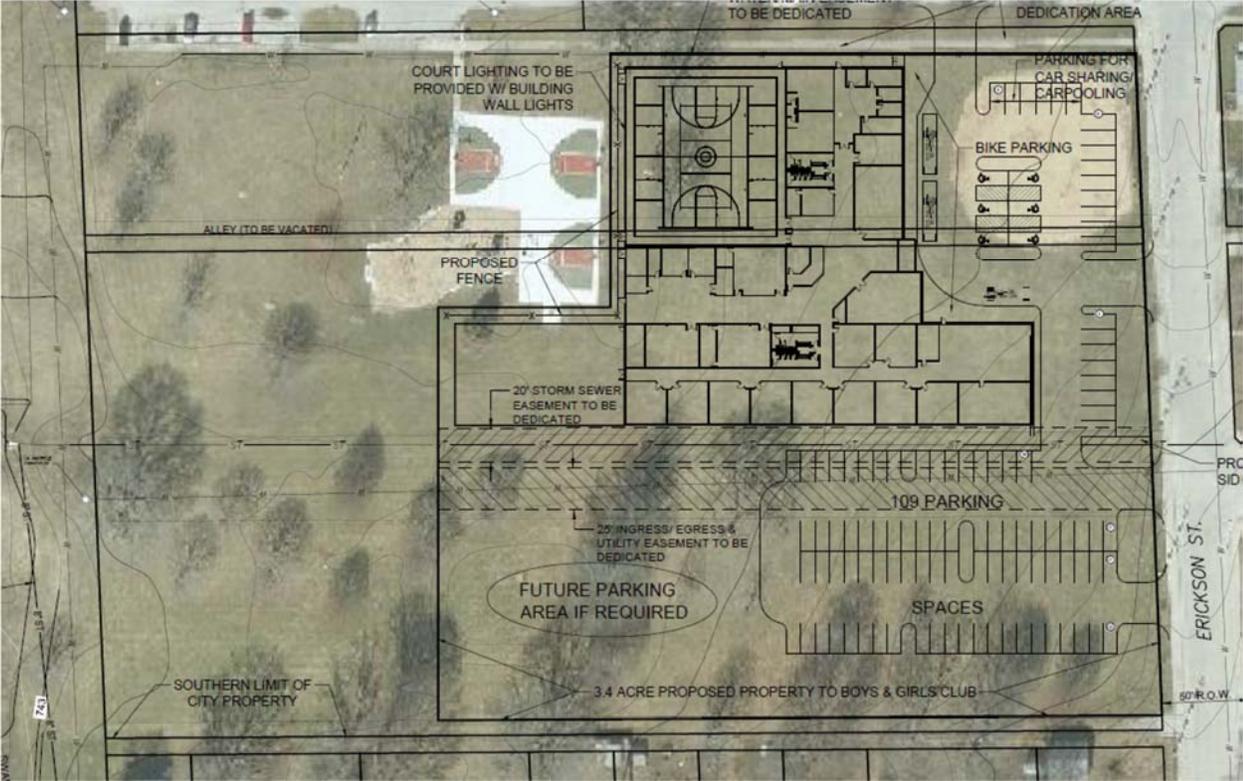


EXHIBIT B
Real Estate Purchase Contract

REAL ESTATE PURCHASE CONTRACT

THIS REAL ESTATE PURCHASE CONTRACT (“Contract”) is made and entered into this ____ day of _____, 2019, by and between the **CITY OF BLOOMINGTON, ILLINOIS** (“City”) and **BOYS & GIRLS CLUB OF BLOOMINGTON-NORMAL**, an Illinois not-for-profit corporation (“BGC”).

WHEREAS, City owns real property in Bloomington, Illinois, consisting of two parcels: 5.81 acres at 407 East Erickson Avenue, commonly known as Sunnyside Park (PIN 21-05-353-024) (hereinafter referred to as “**Sunnyside Park**”); and 9.97 acres west of and adjacent to Sunnyside Park commonly known as the “**BNWRD**” parcel (PIN 21-06-476-003) (hereinafter referred to as the “**BNWRD Parcel**”); Sunnyside Park and the BNWRD Parcel are currently used for recreation, open space and other park purposes and are legally described on the attached **Exhibit A** (legal description tentative and subject to change pending survey and title commitment/policy);

WHEREAS, pursuant to its home rule powers, City is authorized to sell any real or personal property it owns located within its limits as City deems proper;

WHEREAS, BGC desires to purchase a portion of the Sunnyside Park from City for the purpose of developing it into a Boys & Girls Club facility (“**Facility**”) offering a broad range of services and recreation programs for youth ages 5 to 18;

WHEREAS, City acknowledges the need for services for young people in the City, that a new facility offering such services would be consistent with the City’s strategic goals and objectives for a livable, sustainable city, and

WHEREAS, City hereby finds that it would be in the best interests of the City and its residents to sell a portion of Sunnyside Park to BGC for development of a Facility; and

WHEREAS, City and BGC have previously entered into a Memorandum of Understanding dated September 10, 2018, regarding the sale of a portion of the Sunnyside Park subject to the negotiation and execution of a formal contract, which Memorandum is superseded by this Agreement;

NOW, THEREFORE, in consideration of the terms, covenants, and conditions which are contained in this Contract, City and BGC agree as follows:

1. DESCRIPTION OF PROPERTY AND PROPOSED DEVELOPMENT. City shall sell and BGC shall purchase a portion of Sunnyside Park (the “Property”), as depicted in **Exhibit B**. Within 90 days after the execution of this Contract, BGC shall obtain and pay for a plat of survey of Sunnyside Park and shall initiate subdivision and rezoning applications with the City as may be needed to sell the Property for BGC’s purposes. City shall cooperate with and timely respond to BGC’s subdivision and zoning applications, and seek to help expedite such applications to the extent reasonable and appropriate, for example via a potential combined (rather

than separate) application and hearing process. The precise boundaries of the Property shall be negotiated in good faith and by mutual agreement between City and BGC. It is further understood that the BGC may build the Facility in phases, subject to City review and approval.

2. CONSIDERATION. BGC shall pay, and City shall accept in full payment for the total purchase price of the Property, the sum of \$1.00 plus additional consideration as follows: BGC shall improve approximately four acres on the BNWRD Parcel into two useable open sports/playing fields with seeded, turf surfaces and a detention basin, as depicted on Exhibit B (the "Park Improvements"), and subject to City review and approval. The purchase price shall be subject to adjustments and prorations, if any herein provided, and shall be paid or credited at the time of closing.

3. EVIDENCE OF TITLE. City shall, within 30 days after a plat of survey of the Sunnyside Park (as described in Paragraph 1) has been delivered to City, deliver to BGC a written commitment for title insurance in an amount equal to \$80,000.00, disclosing insurable title to the Property held by the City subject only to restrictive covenants of record, easements of record, visible or in place, conveyances or reservations of mineral rights of record, and 2019 real estate taxes, if any. BGC shall have a reasonable time to cause said title commitment to be examined by an attorney and if any title objections are disclosed thereby, City shall have a reasonable time in which to cure same. If City is unable to, or elects not to, cure said defect, City shall so advise BGC, who shall then have the option of closing this sale subject to such defect, or to terminate the Contract. City agrees to vacate any existing right-of-way on the Property. On February 25, 2019, City passed a resolution repealing a 1971 use restriction on Sunnyside Park and will use its best efforts to cause any exception regarding such use restriction appearing on the title insurance commitment to be removed. After closing, BGC will be responsible for having the title policy issued. City shall pay the premium for the title policy in the amount set forth above. Any special endorsements or riders desired by BGC or required by BGC's lender shall be paid by BGC.

4. CLOSING AND CONVEYANCE OF TITLE. It is understood and agreed that the Property cannot be conveyed until a Final Plat of Subdivision subdividing Sunnyside Park is approved by the City and recorded with the McLean County Recorder of Deeds (as per the process described in Paragraph 1 herein). Closing shall take place at such time and place as the parties mutually agree upon, but not later than 90 days after recording of the Final Plat of Subdivision. At closing, BGC shall pay the total balance of the agreed purchase consideration (net of applicable credits and prorations) to the City and City shall thereupon execute and deliver to BGC a recordable Warranty Deed to the Property in accordance with the statutes of the State of Illinois. City shall pay for state, county and local transfer or other documentary stamps as may be required by law. Said deed shall be subject to the exceptions set forth in Paragraph 3 above and to the reverter set forth in Paragraph 5 below. City and BGC also agree to execute such documents as may legally be required by the Recorder of Deeds and any other official or agency. BGC shall pay recording fees.

5. REVERTER OF PROPERTY. City's Warranty Deed to the Property shall contain a reverter clause in substantially the following form:

If Grantee has not commenced construction of a building in which to operate a Boys & Girls Club within five (5) years from the date of this Deed, title to the property conveyed to Grantee by this Deed shall revert to Grantor. Commencement of construction shall be defined as Grantee's procurement of a building permit for construction of a Boys & Girls Club or for an initial phase thereof, evidence of a construction contract with a reputable contractor as determined by Grantee, and physical ground-breaking and laying of the building foundation on the property conveyed herein. Upon satisfaction of commencement of construction and upon request by Grantee, Grantor shall execute a release of this reverter.

City and BGC stipulate and agree that a written representation by BGC and delivered to City representing that a construction contract has been executed with a reputable contractor, shall be reasonable and sufficient evidence of a construction contract.

Notwithstanding the foregoing, if construction has not commenced as defined herein within five (5) years from the date of the deed but BGC has completed construction of the Park Improvements in accordance with this Contract to Purchase, then City expressly agrees to extend the time in which BGC has to commence construction of a building in which to operate a Boys & Girls Club for another five years and shall execute such documentation as BGC shall reasonably request. If BGC has not commenced construction within this extended time, then title to the property conveyed to BGC shall revert to City.

Without negating the survival of other sections of this Contract to Purchase, this Section 5 explicitly shall not merge with the deed, shall survive the closing, and shall be enforceable by either party.

6. BGC'S ADDITIONAL COVENANTS. BGC agrees to and covenants to the following:

- (a) **Park Improvements.** The Park Improvements shall not include the existing community gardens located in the northeast corner of the BNWRD Parcel. BGC shall have no right or responsibility to improve or relocate the community gardens. The Park Improvements shall be completed as per the drawing in Exhibit B hereto, and shall be completed no later than the time a certificate of occupancy is issued for the Facility. If the Park Improvements are not completed, City may withhold issuance of a certificate of occupancy for the Facility until the Park Improvements have been completed.
- (b) **Completion of Facility.** BGC shall use its best efforts to obtain an occupancy certificate for the Facility within two years after City issues a building permit to commence construction of the Facility.
- (c) **Relocations.** BGC shall relocate any utility lines at its own expense in accordance with the recorded Final Plat of Subdivision and City Code. Lighting for the existing basketball courts located in Sunnyside Park shall not be removed unless replacement lighting is approved by City and installed by BGC at its expense. An

existing drinking fountain located in Sunnyside Park may be relocated with City approval and at BGC expense.

- (d) **Storm water detention requirements.** BGC shall provide stormwater detention as per the drawing in Exhibit B hereto and as shall be reasonably agreed between the parties. BGC further understands and agrees that an existing 8" water main located on the BNWRD Parcel under the proposed storm water detention basin shall be re-located or the design of the detention basin configured to avoid negative impact on the detention basin.
- (e) **Construction.** BGC shall construct at its sole cost and expense a Facility on the Property, which shall include adequate parking for vehicles as depicted in Exhibit B.
- (f) **Easements.** BGC and City shall determine suitable easement dedications, including any necessary easement for the Illinois Street water main.
- (g) **Use of Facility, right of first refusal.** BGC shall continuously use the Facility as a Boys & Girls Club; if BGC ever discontinues using the Facility as a Boys & Girls Club, or similar non-profit organization that offers programing directed at youth activities, the City shall have a right of first refusal to purchase the Property back from the Boys & Girls Club, at fair market value and in accordance with Paragraph 7. BGC is obligated to provide at least 90 days' notice to City prior to discontinuing use as a Boys & Girls Club.
- (h) **Sale of Facility, right of first refusal.** If BGC decides to sell the Property, City shall have a right of first refusal to purchase the Property at fair market value and in accordance with Paragraph 7. BGC is obligated to provide at least 120 days' notice to City prior to offering the subject property to a third party.

7. PROCEDURES TO EXERCISE RIGHTS OF FIRST REFUSAL. City's rights of first refusal to purchase the Property under Paragraph 6 herein may be exercised and consummated as follows:

- (a) **Exercise under 6(g).** City may exercise its right of first refusal under Paragraph 6(g) within sixty (60) days from (1) notification by BGC to City that BGC has or will discontinue using the Property as a Boys & Girls Club or (2) notification by City to BGC that City has determined that BGC has discontinued using the Property as a Boys & Girls Club and BGC has confirmed or failed to dispute this determination in writing within ten days after receiving City's notification. If BGC disputes City's determination, City's right of first refusal shall not be extinguished but shall continue. City and BGC shall negotiate in good faith to resolve the dispute as to use of the Property.
- (b) **Exercise under 6(h).** City may exercise its right of first refusal under Paragraph 6(h) within sixty (60) days from notification by BGC to City that BGC desires to sell the Property.
- (c) **Evidence of title; right to terminate.** Within fifteen (15) days after City has exercised its right of first refusal, BGC shall deliver to City a written commitment for title insurance in the amount of the purchase price as determined under subparagraph 7(e), disclosing insurable title to the Property in BGC subject only to restrictive covenants of record, easements of record, visible or in place,

conveyances or reservations of mineral rights of record, and current but not due and payable real estate taxes, if any. City shall have a reasonable time to cause said title commitment to be examined by an attorney and if any title objections are disclosed thereby, BGC shall have a reasonable time in which to cure same. If BGC is unable to, or elects not to, cure said defect, BGC shall so advise City, which shall then have the option of closing this sale subject to such defect or terminating its right to purchase

- (d) **Conveyance.** At closing BGC shall convey title to City by Warranty Deed subject only to exceptions acceptable to City.
- (e) **Fair market value.** Provided that the Park Improvements have been substantially completed, the fair market value purchase price of the Property shall be determined by two real estate appraisers licensed by the State of Illinois. One shall be chosen by BGC and one chosen by City. Each party shall pay the cost of an appraisal submitted by the appraiser it chose. Fair market value for the Property shall be determined by averaging the two valuations produced by the two appraisers. If however the BGC decides to offer the Property for sale prior to completing construction of the Park Improvements, the parties agree that the fair market value price to be paid by City shall be \$1.00, regardless of any expenses BGC may have incurred whatsoever with regard to the actions and conditions contemplated under this Contract.
- (f) **Costs.** BGC shall pay the premium for the title policy in the amount of the purchase price. After closing, City will be responsible for having the title policy issued. Any special endorsements or riders desired by City shall be paid by City.
- (g) BGC shall pay costs attributable to the preparation of the Warranty Deed and any other closing documents. City shall pay recording fees for the Warranty Deed.
- (h) **Closing.** If title is acceptable to City, the closing shall occur within thirty (30) days after fair market value has been determined or such other date as the parties agree upon.

8. CITY'S ADDITIONAL COVENANTS. The parties acknowledge they have discussed the possibility of BGC receiving fee waivers; City shall in good faith investigate such waivers to help offset the costs associated with construction of the Facility and the Park Improvements.

9. REAL ESTATE TAXES. As a government entity, City is not obligated to and has paid no real estate taxes on the Property. At closing City shall not grant BGC any credits for taxes paid. BGC shall be responsible for any real estate taxes that may become due on the Property after the date of Closing.

10. TERMINATION.

- (a) **BGC default.** In the event that BGC shall fail for a period of 30 days to perform any of the covenants on its part hereby made and entered into, City may terminate this Contract by giving written notice to BGC or pursue such remedies as are available either at law or in equity.

- (b) **City default.** In the event City shall fail for a period of 30 days to perform any of the covenants on its part hereby made and entered into, BGC may terminate this Contract by giving written notice to City or pursue such remedies as are available either at law or in equity.
- (c) **Reciprocal easements.** City previously vacated a portion of Illinois Street situated at the west end of the street in favor of Housing Authority of the City of Bloomington. Conveyance of the Property to BGC as contemplated by the Conceptual Site Plan may result in restricted access to the remaining portion of Sunnyside Park and the BNWRD Parcel from Illinois Street. City shall use its best efforts to obtain an access easement over the vacated portion of Illinois Street or to reach another mutually-acceptable solution with Bloomington Housing Authority.
- (d) **Zoning map amendment.** If for any reason City does not grant subdivision, zoning, and permitting for construction allowing BGC to develop the Property as contemplated by Exhibit B, BGC may terminate this Contract by giving written notice to City and the parties shall have no further obligations to each other.

11. CITY'S REPRESENTATION; ENVIRONMENTAL CONTINGENCY. The Property is not subject to any lease and accordingly no third parties have any interest to use or occupy the property to whom notice need be given. City makes no representations as to the condition of the Property or its suitability for development, but warrants that the City has not received and has no knowledge of any written notice of violation, consent order(s)/agreement(s), or other environmental enforcement correspondence regarding the Property, and no knowledge of any hazardous wastes having been generated, treated, stored, or disposed of on the Property, nor that there are any underground storage tanks located on the Property. Notwithstanding the foregoing, in event an environmental issue affecting the Property is discovered prior to closing, the BGC shall have the option to declare this Agreement null and void and to terminate the contract, without penalty or default.

12. BROKER'S COMMISSION. The parties confirm that no real estate broker or agent brought about this Contract and accordingly they each represent and warrant that no broker's commission is owing to any person or entity in regard to the sale and purchase of the land governed by this Contract.

13. STATUS QUO MAINTAINED. Neither party shall within the period of this Contract between them sell, convey, mortgage, or otherwise encumber the Property, or any part thereof, although BGC reserves the right to designate the manner in which BGC wishes to take title, including but not limited to a trust or corporate entity established by it being named Grantee of the Warranty Deed.

14. ACCESS & DETENTION EASEMENTS. BGC may request and shall be granted access to the Property and the entire City Park Property for soil and other testing, surveying, or studies, during normal business hours. It is understood and agreed that no construction of the Facility, Park Improvements or a detention basin shall commence prior to the closing; provided, however, that BGC may request from City a temporary easement over and within the City Park Property to begin construction of detention improvements concurrently with the zoning map amendment petition process. City shall not be obligated to grant such an easement

but shall not unreasonably withhold its consent. Terms of an easement grant shall be contained in a separate agreement and shall require civil engineering plans detailing detention improvements sealed by a licensed engineer and subject to approval by City. Construction of detention improvements shall be solely at BGC's expense regardless of whether this Contract terminates for any reason.

15. EXTENT OF COVENANTS. The covenants and agreements herein contained shall extend to and be obligatory upon the successors and assigns of the parties hereto and shall survive the closing and the execution and delivery of a deed to the Property. This Contract supersedes any and all terms contained in the Memorandum of Understanding dated September 10, 2018, between the parties.

16. AUTHORITY TO SIGN. Each party represents that the persons signing this Contract have been duly authorized to bind each party.

17. FORCE MAJEURE. If any event occurs whereby City's or BGC's performance hereunder is materially hampered, as a result (wholly or in part) of any cause not entirely within City's or BGC's control and which it could not by reasonable diligence have avoided, such as a fire or other Act of God, riot, labor strike, work stoppage, refusal to work, lock-out, slow-down, picketing, boycott, or any other concerted activities, whether engaged in by employees or non-employees of City or BGC, national or local emergency, calamity, unforeseen adverse weather conditions, or other cause not entirely within City's or BGC's control (each a "Force Majeure"), City's or BGC's performance under this Agreement shall be suspended for the period of the Force Majeure.

18. NOTICES. Any notice given by one party to the other shall be sent by U.S. Mail with postage affixed or as the parties may otherwise agree as follows:

To City:

City of Bloomington
Attention: City Manager
109 East Olive Street
Bloomington, IL 61701

To BGC:

Boys & Girls Club of Bloomington-Normal
Attention: Chief Executive Officer
1615 Illinois Street
Bloomington, IL 61701

19. LEASE BACK TO CITY. BGC agrees to lease the Property back to City for use as a public park under a lease agreement to be executed at closing. The parties shall negotiate in good faith the terms of the lease prior to closing. Terms shall include, among other terms, (a) rent payments at \$1.00 per year; (b) indemnification by City; (c) maintenance by City; (d) adequate

insurance to be provided by City, which may include self-insurance; and (e) termination upon notice at any time by BGC that it intends to secure the Property from public use in order to begin construction of the Facility. If formal terms of the lease agreement cannot be agreed on prior to closing, either party may cancel this contract and the parties shall have no further obligations to each other.

[The remainder of this page is intentionally left blank. Signatures follow on the next page.]

IN WITNESS WHEREOF, this Agreement has been executed in duplicate originals by the parties hereto as of the date first above written.

CITY OF BLOOMINGTON, ILLINOIS

BOYS & GIRLS CLUB OF
BLOOMINGTON-NORMAL, an Illinois
not-for-profit corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A
LEGAL DESCRIPTION OF DEVELOPMENT AREA
(SUNNYSIDE PARK AND BNWRD PARCEL)

Sunnyside Park (PIN 21-05-353-024)

LOTS 1 THRU 50 IN BLOCK 3 IN SUNNYSIDE SUBDIVISION OF LOT 16 IN THE SUBDIVISION OF THE SOUTH 1/2 OF SECTION 5, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN; AND LOTS 1 THRU 25 IN BLOCK 6 IN SUNNYSIDE SUBDIVISION OF LOT 16 IN THE SUBDIVISION OF THE SOUTH 1/2 OF SECTION 5, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO VACATED IOWA STREET LYING SOUTH OF SAID BLOCK 3 AND NORTH OF SAID BLOCK 6, IN MCLEAN COUNTY, ILLINOIS.

BNWRD Parcel (PIN 21-06-476-003)

A PART OF LOT 14 IN SUBDIVISION OF SECTION 6, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE RIGHT OF WAY OF THE JACKSONVILLE BRANCH OF THE CHICAGO AND ALTON RAILROAD, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 14. FROM SAID POINT OF BEGINNING, THENCE WEST 319.85 FEET ALONG THE SOUTH LINE OF SAID LOT 14; THENCE NORTHWEST 497.67 FEET ALONG A LINE WHICH FORMS AN ANGLE TO THE LEFT OF 107 DEGREES 37 MINUTES 17 SECONDS WITH THE LAST DESCRIBED COURSE TO A POINT OF CURVATURE; THENCE NORTHWEST 209.33 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE EAST WITH A RADIUS OF 618.00 FEET AND THE 208.34 FOOT CHORD OF SAID ARC FORMS AN ANGLE TO THE LEFT OF 170 DEGREES 17 MINUTES 46 SECONDS WITH THE LAST DESCRIBED COURSE TO A POINT OF TANGENCY; THENCE NORTH 199.04 FEET ALONG A LINE WHICH FORMS AN ANGLE TO THE LEFT OF 170 DEGREES 17 MINUTES 46 SECONDS WITH THE LAST DESCRIBED CHORD TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID JACKSONVILLE BRANCH OF THE CHICAGO AND ALTON RAILROAD; THENCE NORTHEAST 492.40 FEET ALONG SAID SOUTH RIGHT OF WAY LINE WHICH FORMS AN ANGLE TO THE LEFT OF 118 DEGREES 47 MINUTES 07 SECONDS WITH THE LAST DESCRIBED COURSE TO THE NORTH LINE OF SAID LOT 14, SAID NORTH LINE ALSO BEING THE SOUTH LINE OF OLIVE STREET; THENCE EAST 28.25 FEET ALONG SAID NORTH LINE WHICH FORMS AN ANGLE TO THE LEFT OF 148 DEGREES 37 MINUTES 33 SECONDS WITH THE LAST DESCRIBED COURSE TO THE NORTHWEST CORNER OF LOT 25 IN BLOCK 2 IN SUNNYSIDE SUBDIVISION IN THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, SAID NORTHWEST CORNER ALSO BEING ON THE EAST LINE OF SAID LOT 14; THENCE SOUTH 1101.30 FEET ALONG SAID EAST LINE AND ALONG THE WEST LINE OF SAID SUNNYSIDE SUBDIVISION TO THE POINT OF BEGINNING, IN MCLEAN COUNTY, ILLINOIS.

EXHIBIT B
SITE PLAN DRAWING OF PROPERTY AND PARK IMPROVEMENTS



Farnsworth GROUP

2709 MCGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435 / info@f-w.com

www.f-w.com
Engineers | Architects | Surveyors | Scientists

ISSUE: # DATE: DESCRIPTION:

DESIGN DEVELOPMENT
NOT FOR CONSTRUCTION

PROJECT:
**BLOOMINGTON/
NORMAL BOYS &
GIRLS CLUB
PROPOSED FACILITY**

DATE: 08/21/2019
DESIGNED: SLN
DRAWN: SLN
REVIEWED: CNF
FIELD BOOK NO.: 3298

SHEET TITLE:
**CONCEPT PLAN
EXHIBIT B**

SHEET NUMBER:

DM-1

PROJECT NO.: 0181251.00



I:\projects\181251\0181251.00 - Boys & Girls Club Proposed Site\04_Drainage\DWG\CI_Determination Basin Plan Exhibit B (08/07/19) - 0181251.00.dwg | 8/21/2019 9:00 AM |

1 DRAINAGE AREA MAP
SCALE: 1"=50'



REGULAR AGENDA ITEM NO. 8B

FOR COUNCIL: August 26, 2019

SPONSORING DEPARTMENT: Administration

SUBJECT: Consideration and action to approve: (1) An Ordinance Amending Chapter 7 of the City Code to Implement New Video Gaming Licensure Requirements within the City; and (2) An Ordinance Setting a Date for Acceptance of Video Gaming License Applications, both as requested by the Administration Department.

RECOMMENDED MOTION: The proposed Ordinances be approved.

STRATEGIC PLAN LINK: Goals 1. Financially sound City providing quality basic services; 3. Grow the Local Economy; and 5. Great Place - Livable, Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objectives 1c. Engaged residents that are well informed and involved in an open governance process; 3a. Retention and growth of current local businesses; 3b. Attraction of new targeted businesses that are the "right" fit for Bloomington; 3d. Expanded retail businesses; 3e. Strong working relationship among the City, businesses, economic development organizations; and 5e. More attractive City; commercial areas and neighborhoods.

BACKGROUND: City staff has worked to develop new licensing requirements that address the primary concerns raised by the Council on video gaming. Specifically, the proposed requirements address the proliferation of video gaming throughout the community and enact provisions to ensure establishments do not operate as gaming parlors.

A few of the standout requirements include:

- The number of licensed establishments that can have video gaming terminals will be capped at 60 (currently the City has issued 52 video gaming license);
- Video gaming revenue for each licensed establishment cannot exceed 50% of the establishment's total gross revenues (except large truck stops);
- Establishments will be limited to 5 video gaming terminals (except large truck stops);
- Establishments will have to meet certain requirements, including:
 - at least 5 customer seats per video gaming terminal (except truck stops);
 - be in operation for at least 12 months (with certain exceptions) prior to getting a video gaming license; and
 - not be located within a residential zoning district;
- The sale of cannabis will be prohibited at establishments;
- Sports betting will be prohibited at establishments (except truck stops);
- Detailed application requirements;
- Auditing and reporting provisions to ensure compliance with non-video gaming revenue requirements;

- Provisions on the transfer of video gaming licenses, location changes and the cessation of operations;
- Directive to the City Manager to explore potential partnerships and/or grant opportunities with local non-profit organizations that provide addiction services;
- The fee for a video gaming license will remain the same at \$500 per video gaming terminal and the terminal fee for large truck stops is set at \$1,500 per terminal.

There are certain exceptions to some of the general requirements for large truck stops, defined as establishments that sell at least 50,000 gallons of diesel fuel per month and located within three miles of a freeway exchange. These distinctions are based on the size of these locations, the fact that they are located near interstate exchanges, are part of interstate travel, are required to sell 50,000 gallons of fuel per month and are differentiated within the Video Gaming Act. It should be noted the license fee for large truck stops is higher based on the number of terminals.

For those that fail to comply with the City's licensing requirements, there are a variety of penalties, including monetary fines up to \$1,000 per day. In addition, those who operate a video gaming terminal without a license are subject to having their terminals seized. Licenses can also be revoked or suspended for several reasons, including failing to abide by the revenue and/or seating requirements. Finally, those that fail to comply with the requirements may also have other City licenses, like a liquor license, revoked or suspended.

The City's Schedule of Fees is also amended to reflect the potential in the future should the City Council desire to establish an application fee or any license transfer fees. At this time, however, it should be noted there is no application or transfer fee proposed.

A second ordinance is on the agenda to provide that no video gaming license application will be accepted by the City until September 16, 2019. This will provide City staff with time to update the license application and create the other applications and permits needed to abide by the new licensing provisions.

Two amendments have also been prepared in accordance with discussion at the August 19, 2019 Committee of the Whole meeting, including: (1) an amendment to lower the license fee for veteran and fraternal establishments to \$250; and (2) an amendment to limit the number of terminals at truck stops to 5 video gaming terminals instead of 10.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This topic has been discussed at multiple City Council meetings over the last two years.

FINANCIAL IMPACT: If adopted, the City may realize additional Video Gaming Tax and licensing revenues. The Video Gaming Tax revenue is recorded in the Non-Departmental-Video Gaming Tax account (10010010-50070). The Video Gaming License revenue is recorded in the Non-Departmental-Video Gaming License account (10010010-51021). Stakeholders can locate this in the FY 2020 Budget Book titled "Budget Overview & General Fund" on page 120.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Jeffrey R. Jurgens, Corporation Counsel

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager

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:

- ADM 1B Ordinance 2019-65 Video Gaming
- ADM 1C Draft Amendments on Video Gaming Ordinance
- ADM 1D Ordinance 2019-70 Video Gaming Application

ORDINANCE 2019 - 65

AN ORDINANCE AMENDING CHAPTER 7 OF THE CITY CODE TO IMPLEMENT
NEW VIDEO GAMING LICENSURE REQUIREMENTS WITHIN THE CITY

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

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

WHEREAS, in 2018 the City Council enacted licensing requirements for video gaming establishments and placed a moratorium on the issuance of new licenses; and

WHEREAS, the moratorium was designed to allow City staff time to research the impacts of video gaming on the City's residents and businesses, the potential proliferation of the video gaming, whether any additional licensing requirements were necessary, and to bring back recommendations to the City Council for further consideration; and

WHEREAS, City Council finds it in the best interest of the City to amend the City Code put into place new licensing requirements to prevent the proliferation of video gaming throughout the City and to address the impacts associated with video gaming within the City; and

WHEREAS, to prevent the proliferation of video gaming within the City, the City Council desires to put a cap on the number of video gaming licenses available; and

WHEREAS, to prevent businesses that are designed purely as gaming establishments, the City Council desires to limit the number of video gaming terminals per location and require each establishment's revenue from video gaming to not exceed 50% of the establishment's total revenue; and

WHEREAS, similar to the Illinois Video Gaming Act, certain exceptions are made by the City for Large Truck Stops, as defined by the Illinois Video Gaming Act, as such must be located within three-miles of a freeway exchange and sell at least 50,000 gallons of diesel fuel per month and thus said establishments are on the periphery of the community and part of interstate travel, as well as for other truck stops that have to meet certain acreage and fuel requirements; and

WHEREAS, in light of the impact of gambling on the community and local economy, the City Manager is directed to explore potential partnerships and/or grant opportunities with local non-profit organizations that provide addiction services.

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

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

SECTION 2. That Article XIII in Chapter 7 shall be deleted in its entirety and replaced with the new provisions on Video Gaming as set forth in Exhibit A.

SECTION 3. The Schedule of Fees shall be amended as follows:

AMUSEMENTS (CHAPTER 7)

J. VIDEO GAMING LICENSES

1. VIDEO GAMING LICENSE \$500 per video gaming terminal except for Large Truck Stops that have more than 5 video gaming terminals
\$1,500 per video gaming terminal for Large Truck Stops that have more than five video gaming terminals.
2. APPLICATION FEE No fee
3. TRANSFER FEE No fee

SECTION 4. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 5. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 6. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 7. This ordinance shall be effective ten (10) days after the date of its publication as required by law.

PASSED this 26th day of August 2019.

APPROVED this _____ day of August 2019.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, City Clerk

EXHIBIT A
ARTICLE XIII, CHAPTER 7

§ 7-1301 [Ch. 7, Sec. 120] Definitions.

For the purposes of this Article, the certain words or phrases shall be defined as set forth below:

(A) *City Video Gaming License* shall mean the license issued by the City of Bloomington that authorizes an establishment to have video gaming terminals and to conduct video gaming on the premises as defined by the Illinois Video Gaming Act.

(B) *Establishment* shall mean any business licensed by the State of Illinois to have or operate a video gaming device in Bloomington and shall include any licensed establishment, licensed fraternal establishment, licensed veterans establishment, licensed truck stop establishment, and licensed large truck stop establishment as those terms are defined in the Illinois Video Gaming Act, 230 ILCS 40/5.

(C) *Licensed Fraternal Establishment* shall mean the location where a qualified fraternal organization that derives its charter from a national fraternal organization regularly meets.

(D) *Licensed Veterans Establishment* shall mean the location where a qualified veterans organization, that derives its charter from a national veterans organization, regularly meets.

(E) *Licensed Truck Stop Establishment or "Regular Truck Stop"* shall mean a facility (i) that is at least a 3-acre facility with a convenience store; (ii) with separate diesel islands for fueling commercial motor vehicles; (iii) that sells at retail more than 10,000 gallons of diesel or biodiesel fuel per month; and (iv) with parking spaces for commercial motor vehicles. "Commercial motor vehicles" has the same meaning as defined in Section 18b-101 of the Illinois Vehicle Code. The requirement of item (iii) of this paragraph may be met by showing that estimated future sales or past sales average at least 10,000 gallons per month.

(F) *Licensed Large Truck Stop Establishment or "Large Truck Stop"* shall mean a facility located within 3 road miles from a freeway interchange, as measured in accordance with the Department of Transportation's rules regarding the criteria for the installation of business signs: (i) that it is at least a 3-acre facility with a convenience store; (ii) with separate diesel islands for fueling commercial motor vehicles; (iii) that sells at retail more than 50,000 gallons of diesel or biodiesel fuel per month; and (iv) with parking spaces for commercial motor vehicles. "Commercial motor vehicles" has the same meaning as defined in Section 18b-101 of the Illinois Vehicle Code. The requirement of item (iii) of this paragraph may be met by showing that estimated future sales or past sales average at least 50,000 gallons per month.

(G) *Person* shall mean any individual, partnership, corporation, firm, limited liability company, or other legal entity.

(H) *Video Gaming Terminal* shall mean any electronic video game machine that, upon insertion of cash, electronic cards or vouchers, or any combination thereof, is available to play or simulate the play of a video game, including but not limited to video poker, line up,

and blackjack, as authorized by the Illinois Video Gaming Board utilizing a video display and microprocessors in which the player may receive free games or credits that can be redeemed for cash. The term does not include a machine that directly dispenses coins, cash, or tokens or is for amusement purposes only.

§ 7-302 [Ch.7, Sec. 121] License Required.

No person, either as owner, lessee, manager, officer or agent, or in any other capacity, shall operate or permit to be operated any video gaming terminal, as defined herein, at any premises within the City of Bloomington without first having obtained a video gaming license from the City. The license provided for in this article shall permit a licensee to operate video gaming terminals at the specified establishment.

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

- (A) No applicant, including any person, either as owner, lessee, manager, officer or agent shall be eligible for a video gaming license from the City, nor shall an existing license holder be entitled to maintain a video gaming license, unless each of the following requirements are met and continue to be met:
 - (1) the applicant holds the appropriate certificate or license from the State of Illinois permitting video gaming and is in good standing with same;
 - (2) the establishment has been in operation at the location for at least 12 months at the time the application is filed;
 - (3) the establishment must maintain customer seating outside of the gaming area but within the premises at a rate of 5 seats for each permitted video gaming terminal;
 - (4) the applicant has not violated or is otherwise in violation of the 50% rule set forth in Section 7-1303(B);
 - (5) the applicant is not in arrears in any tax, fee or bill due to the City of Bloomington or State of Illinois;
 - (6) the applicant has completed and complies with all the application requirements set forth in Section 7-1304 and is not disqualified due to a felony, gambling offense, or crime of moral turpitude; and
 - (7) the establishment is located outside of a residential zoning district.
- (B) Except for large truck stops, to be eligible to have video gaming at an establishment, the revenues paid to the establishment from video gaming cannot exceed 50% of the total gross revenues generated.
- (D) Large truck stop and regular truck stop establishments do not need to meet the requirements set forth in Section 7-1303(A)(3).
- (E) A new establishment must meet the requirements of Section 7-1303(A)(2) unless the applicant is also the current majority owner of an existing business at another location, that has been operational for at least 12 months, and the business model for the new establishment is proposed to replicate the existing business location and the applicant can provide satisfactory evidence detailing that in the last 12 month period

video gaming revenues at the other business location did not exceed 50% of the gross revenues.

- (F) An establishment licensed and in existence prior to September 1, 2019, located within a residential zoning district does not have to meet the requirements of Section 7-1303(A)(7) and instead shall be considered grandfathered from this provision. This exception shall not apply if the establishment ceases operations for more than sixty (60) days unless the operation has ceased due to a fire or other natural disaster and the establishment complies with Section 7-1320(B) of this Article and the business operations resume within twelve (12) months.

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

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

- (A) The legal name of the establishment;
- (B) The business name of the establishment;
- (C) The address of the establishment where the video gaming terminals are to be located;
- (D) The type of establishment, including whether it is classified as a veteran, fraternal, regular truck stop, large truck stop, or liquor establishment, and supporting documentation demonstrating the classification;
- (E) A floor plan, drawn to scale using a computer, detailing the overall layout of the establishment including the location and count of dining seating, the location and count of video gaming terminals and seating for said terminals, and other significant features of the establishment including exit locations, restrooms, and other equipment. A high-resolution electronic copy of the floor plan as well as a paper printed copy (no smaller than 11x17) shall be submitted at the time of application, hand drawn floor plans and floor plans not including a scale will not be accepted;
- (F) The amount of time the establishment has been in business under the ownership of the applicant at the location where video gaming is proposed to take place;
- (G) The business office address of the establishment if different from the address of the establishment;
- (H) In the case of a corporation, limited liability company, or trust, the name and address of an agent authorized and designated to accept services on behalf of the licensee;
- (I) A phone number for the establishment;
- (J) An e-mail address for the establishment;
- (K) The name and address of every person owning more than a 5% share of the establishment;

- (L) The name, address, phone number and e-mail address of any terminal operator or distributor proposed to own, service or maintain video gaming terminals at the establishment;
- (M) A copy of the establishment's State of Illinois Video Gaming License;
- (N) In the case of a corporation, limited liability company, or partnership, a copy of the establishment's State Certificate of Good Standing;
- (O) A statement as to the number of video gaming terminals which the establishment proposes to have on its premises (not to exceed 5 for all establishments except large truck stops which can have up to 10);
- (P) A statement that the establishment is not in arrears in any tax, fee or bill due to the City of Bloomington or State of Illinois;
- (Q) A statement that the establishment agrees to abide by all State and Federal laws and any local ordinance;
- (R) A statement that no manager or owner with more than a 5% interest of the establishment has ever been convicted of a felony, a gambling offense, or a crime of moral turpitude. In the event that an establishment cannot provide such statement, the establishment may apply for a Certificate of Rehabilitation from the City Manager indicating that the individual who would disqualify the establishment from obtaining the Video Gaming License has been rehabilitated and is no longer a threat to violate the law. The City Manager may consider the nature of the offense, the length of time since the offense, the length of time since release from custody, and other factors to determine if the individual has rehabilitated himself such that he is no longer likely to commit another offense;
- (S) If the application is for a new establishment based on the business model of another existing location, information regarding the existing business location must be provided, including the type of business, the gross receipts as compared to any video gaming revenue for the prior twelve month period, proof of the length of time the existing business has been operational and proof of ownership verifying the applicant's ownership rights;
- (T) For renewal applications, a report or reports showing its gross annual revenue for the previous calendar year by category of revenue generated and showing the percentage of gaming revenue payable to the establishment as compared to the total gross revenues of the establishment.

§ 7-1305 [Ch. 7, Sec. 124] Application Filing; Renewals

- (A) Applications shall be processed by the City Clerk on a first come, first served basis. Every application shall be date and time stamped upon filing. An application received in the mail shall be considered filed on the date and time it is opened by the City Clerk's Department.

- (B) Every video gaming license holder shall be required to file a renewal application, which may contain the same or similar information as set forth in Section 7-1304. Renewal applications shall be due on or before April 1st unless the 1st falls on a holiday in which case the application may be received by the Clerk on the following business day.

§ 7-1306 [Ch.7, Sec.125] Fees

The fee for a Video Gaming License shall be set forth in the Schedule of Fees. Said fees are not subject to proration or refund and are due prior to issuance of the license. The application fee shall also be set forth in the Schedule of Fees and is not subject to reimbursement or refund upon denial of a license.

§ 7-1307 [Ch.7, Sec. 126] Number of Video Gaming Licenses; Limitations

There shall be no more than 60 establishments licensed to operate video gaming terminals in the City at any given time.

§ 7-1308 [Ch.7, Sec. 127] Number of Video Gaming Terminals; Limitations

No establishment shall have on its premises more video gaming terminals than are set forth on the license issued by the City. No license issued by the City may permit more than 5 video gaming terminals at an establishment, except that a City license may permit up to 10 video gaming terminals to an establishment that qualifies as a Large Truck Stop.

§ 7-1309 [Ch.7, Sec. 128] Issuance of Video Gaming Licenses; Term; Late Fee

- (A) The City Clerk shall be responsible for the review and evaluation of all video gaming license applications and the issuance of same. Video gaming licenses shall be issued for a twelve-month period that shall run from May 1st to April 30th of each year. All video gaming license shall be considered invalid at midnight on the date of expiration listed on the license.
- (B) Renewal applications shall also be subject to this Article and the Video Gaming License fees as set forth in the Schedule of Fees. Each video gaming license fee must be received by the City Clerk on or before April 1st unless the 1st falls on a holiday in which license fees may be received by the Clerk on the following business day. If a license fee is received late, the license holder must pay a penalty in the amount of 10% of the invoiced license fee and may be subject to the renewal license being denied.

§ 7-1310 [Ch.7, Sec. 129] Existing Licenses

Licenses existing in effect as of September 1, 2019, shall be continued in effect through April 30, 2020, unless revoked or suspended pursuant to the provisions of this Article. Until May 1, 2020, a person holding an existing license shall not be required to comply with the seating requirements of Section 7-1303(A)(3) or the revenue requirements of Section 7-1303(B). Compliance with Section 7-1303(A)(3) and Section 7-1303(B) shall be required if any existing license is transferred or a change in location granted.

§ 7-1311 [Ch.7, Sec. 130] Denial of Licenses

A video gaming license shall be denied if any required information is omitted or false, if the applicant does not meet the licensing requirements, and/or if there is no license available under Section 7-1307. The City Clerk shall send a letter to an applicant stating the reason for the denial. An applicant may appeal any denial to the City Manager, or his/her designee, who shall then hold a hearing to determine if the denial of the license was for a lawful reason. It shall be the burden of the applicant to show that he meets the qualifications for a license. In order for an appeal to be considered, a written request for appeal must be received by the City Clerk within ten (10) days of the date of the Notice of Denial.

§ 7-1312 [Ch.7, Sec. 131] Permit Stickers; Affixing Requirements

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

§ 7-1313 [Ch.7, Sec. 132] Transfer of Video Gaming Licenses

A person desiring to transfer a video gaming license shall be required to complete a transfer application. The person acquiring the license must meet the requirements of Section 7-1303 of this Chapter, including that the new person holds the appropriate video gaming license from the State of Illinois. The application to transfer shall include at a minimum the information contained in Section 7-1304 and shall be granted by the City Clerk if the new applicant meets the requirements of Section 7-1303. The fee for a transfer of a license shall be as set forth in the Schedule of Fees.

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

An establishment may change locations upon the completion and approval of a location change application, which shall include information on the new location, including floor plans and other pertinent information required by Section 7-1303. The City Clerk shall be responsible for reviewing and granting location change applications based on the criteria set forth in this Chapter. No location change application may be granted unless it meets the general licensure requirements set forth in this Chapter. The fee for a location change application shall be the same as the license application fee set forth in the Schedule of Fees.

§ 7-1315 [Ch.7, Sec. 134] Unlawful activity.

No establishment shall permit the use of a video gaming terminal in any manner not authorized by State law including, but not limited to, improper location of terminals, lack of required oversight, payouts in excess of those provided for by law, side bets, underage use, and other illegal gambling activities.

§ 7-1316 [Ch.7, Sec. 135] Restriction on the sale of cannabis

No establishment shall allow or provide for the sale of cannabis on the establishment's premises.

§ 7-1317 [Ch.7, Sec. 136] Restriction on sports betting

No establishment, except for large truck stops and regular truck stops, shall allow or provide for sports betting on the establishment's premises.

§ 7-1318 [Ch.7, Sec.137] Employer responsibility.

Any action by an employee of an establishment in violation of the provisions of this Article shall be considered a violation committed by the establishment.

§ 7-1319 [Ch.7, Sec.138] Right of entry.

Any licensee must permit the entry into the establishment of any police officer or agent of the City charged with investigating crime or compliance with this Code at any time when persons are present in the establishment for the purpose of investigating compliance with this Code or State Statute regarding video gaming. The City of Bloomington is authorized to obtain a warrant from a court should entry to the establishment be denied.

§ 7-1320 [Ch.7, Sec. 139] Records; Audit.

Each establishment shall maintain records for four years and shall provide those records to the City within seven days of a request for the purpose of an audit.

§ 7-1321 [Ch.7, Sec. 140] Cessation of Business Operations.

- (A) Any establishment that ceases its business operations, including the operation of video gaming terminals, for more than sixty (60) days shall have its video gaming license revoked, except as provided in Subsection (B).
- (B) Any establishment that ceases its business operations, including the operation of video gaming terminals, as a result of either an Act of God or as part of planned remodel/upgrade to the establishment, shall have its licensed revoked unless the business operations, including the operation of video gaming terminals, resumes within twelve (12) months. Any and all license fees must be paid during the cessation period.

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

- (A) Any Video Gaming License may be revoked or suspended, after notice and hearing by the City Manager, or his designee, for any of the following reasons:
 - (1) Failure to pay the Video Gaming License fee;
 - (2) Violation of any law occurring on the establishment's premises committed by the establishment or an employee of the establishment;

- (3) Violation of any law or State regulation regarding video gaming or video gaming terminals;
 - (4) Violation of any law occurring on the establishment's premises which the establishment did not take adequate means to prevent, or did not respond in an appropriate manner after it became aware of such violation;
 - (5) Failure to pay any tax, fee, or bill due to the City of Bloomington; or
 - (6) Failure to provide current information regarding the ownership or location of the business.
 - (7) Ceasing to meet the video gaming licensure requirements of Section 7-1303(A) and Section 7-1303(B), except as may be permitted by Section 7-1321.
 - (8) Exceeding the number of video gaming terminals as outlined in the establishment's video gaming license or as otherwise permitted by this Article.
 - (9) The failure to meet or abide by the requirements of this Article.
- (B) If in any quarter, the video gaming revenues payable to the establishment exceed 50% of the total gross revenues generated by the establishment, the establishment's video gaming license may be revoked, suspended or altered, including the potential reduction in the number of video gaming terminals at the establishment. Any establishment that exceeds the 50% requirement in Section 7-1303(B) in total for the previous calendar year shall be not be eligible for the reissuance of a video gaming license and any existing video gaming license shall be revoked.
- (C) For the administration of this section, the rules of evidence shall not apply at the hearing and hearsay will be permitted. At the hearing, the City Manager, or his designee, shall determine by a preponderance of the evidence whether a lawful reason exists to revoke or suspend the license. The City Manager, or his designee, after determining that a lawful reason exists to revoke or suspend the license, shall also determine whether that lawful reason merits the sanction of a revocation or suspension of the license.

§ 7-1323 [Ch.7, Sec. 142] Penalty.

In addition to the revocation/suspension provisions in Section 7-1322, the following shall be additional non-exclusive penalties for a violation of the provisions of this Article:

- (A) Any person, including any establishment, found guilty of violating, disobeying, omitting, neglecting, or refusing to comply with or resisting or opposing the enforcement of any of the provisions of this Article, except when otherwise specifically provided, upon conviction thereof shall be fined not less than \$100 nor more than \$1,000 for each offense. A separate and distinct offense shall be regarded as committed each day upon which said person shall continue any such violation or permit any such violation to exist.
- (B) Any person, including any establishment, found guilty of violating this article XII and operating a video gaming terminal without a video gaming license shall subject the unlicensed video gaming terminal to removal and/or seizure. The City shall be entitled to injunctive relief and all other judicial remedies necessary to cause said removal and/or seizure.

- (C) Failure to comply with the provisions of this Article may result in the sanction, suspension or revocation of liquor and other City issued licenses as may be permitted by the City Code.

DRAFT AMENDMENTS

1. PROPOSED LICENSE FEE AMENDMENT

That Section 3 of the Ordinance be amended to provide that the video gaming license fee for veteran and fraternal organizations shall be \$250 per video gaming terminal.

2. PROPOSED LARGE TRUCK STOP AMENDMENT

That: (1) Section 3 of the Ordinance be amended to remove the language on large truck stop terminal fees; (2) Exhibit A, Section 7-1304(N) be amended to remove the reference to large truck stops and the difference in the terminal numbers; (3) Exhibit A, Section 7-1308 be amended to remove the reference to large truck stops and the number of terminals allowed thereon.

ORDINANCE 2019 - 70

AN ORDINANCE SETTING A DATE FOR ACCEPTANCE OF
VIDEO GAMING LICENSE APPLICATIONS

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

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

WHEREAS, the City is in the process of updating its video gaming licensing provisions and is adding new application procedures and requirements; and

WHEREAS, to allow time for the new application forms to be completed, the City shall not accept any applications for new video gaming establishments until September 16, 2019; and

WHEREAS, any applications filed on or after September 16, 2019, shall be processed on a first come, first served basis, and in accordance with the applicable provisions of the City Code.

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

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

SECTION 2. No application for a video gaming license from the City shall be accepted until September 16, 2019. All applications shall be on the form created by the City Clerk and completed in compliance with the procedures and requirements established by the City Code.

SECTION 3. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

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

SECTION 5. This ordinance shall be effective upon its publication as required by law.

PASSED this 26th day of August 2019.

APPROVED this _____ day of August 2019.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, City Clerk