CITY OF BLOOMINGTON CITY COUNCIL - REGULAR SESSION MEETING AUGUST 12, 2024

COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

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

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.

PUBLIC COMMENT

Each City Council meeting shall have a public comment period not to exceed 30 minutes. Every speaker is alloted up to 3 minutes to speak. Individuals wishing to email public comment or speak remotely must email comments and/or register online at least 15 minutes before the start of the meeting. Individuals wishing to speak in-person must register up to 5 minutes before the start of the meeting. Speakers will be selected at random. Public comment is a time to provide feedback. City Council does not respond to public comment. 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.

REGULAR AGENDA

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

MAYOR AND COUNCIL MEMBERS

Mayor - Mboka Mwilambwe

City Council Members

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

City Manager - Jeff Jurgens
Deputy City Manager - Billy Tyus
Deputy City Manager - Vacant

CITY LOGO DESIGN RATIONALE

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

MISSION, VISION, AND VALUE STATEMENT

MISSION
To Lead, Serve and Uplift the City of Bloomington

VISION
A Jewel of the Midwest Cities

VALUES
Service-Centered, Results-Driven, Inclusive

STRATEGIC PLAN GOALS

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

CITY COUNCIL - REGULAR SESSION MEETING AGENDA
GOVERNMENT CENTER BOARDROOM, 4TH FLOOR, ROOM #400
115 E. WASHINGTON STREET, BLOOMINGTON, IL 61701
MONDAY, AUGUST 12, 2024, 6:00 PM

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

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

7. **Consent Agenda**

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

   A. Consideration and Action to Approve the Minutes of the July 8, 2024, Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*

   B. Consideration and Action on Approving Bills and Payroll in the Amount of $11,941,484.80, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*

   C. Consideration and Action on an Ordinance Amending the Budget Ordinance for Fiscal Year (FY) Ending April 30, 2025, to Utilize Fund Balance and Increase the Federal Equitable Sharing Forfeiture Funds Under the Drug Enforcement Fund Budget By $19,628 and to Approve the Purchase of Mobile Radio Equipment from Motorola Solutions, as a Limited Source, in the Amount $54,986, as requested by the Police Department. *(Recommended Motion: The proposed Ordinance and Purchase be approved.)*

   D. Consideration and Action on a Resolution Authorizing a Rental Agreement with Coe Equipment, Inc. for a TruVac Vacuum Excavator for the Rental Amount of $150,000 with an Option to Purchase after the Rental Period for an Additional $404,070.95, as requested by the Water Department. *(Recommended Motion: The proposed*

Resolution be approved.)

E. Consideration and Action on a Resolution Authorizing the City of Bloomington's Participation in the Settlement Agreement Arising from the Visa and Mastercard Interchange Fees Class Action Lawsuit, as requested by the Legal Department. *(Recommended Motion: The proposed Resolution be approved.)*

F. Consideration and Action on an Ordinance Approving the Final Plat of Thompson-QuikTrip Phase 1, as requested by the Department of Operations & Engineering Services. *(Recommended Motion: The proposed Ordinance be approved.)*

G. Consideration and Action on an Ordinance Authorizing a Construction Agreement with Hoerr Construction, Inc., for the Fiscal Year 2025 Sewer Rehabilitation and CCTV Inspection Program (Bid #2025-07), in the Amount of $1,773,299.60, as requested by the Department of Operations & Engineering Services. *(Recommended Motion: The proposed Ordinance be approved.)*

H. Consideration and Action on an Application from Hurley Entertainment Group, Inc., d/b/a Spotted Dog Tavern, located at 1504 Morrissey Drive, Requesting Approval of a Change in Ownership of the Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. *(Recommended Motion: The proposed Request be approved.)*

I. Consideration and Action on an Application from Chronister Oil Company, Inc., d/b/a QIK N EZ, located at 1607 Morrissey Drive, Requesting Approval of a Change in Ownership/Corporate Name for their Class PAS (Packaged Sales, All Types of Alcohol, Sunday) Liquor License, as requested by the City Clerk Department. *(Recommended Motion: The proposed Requests be approved.)*

J. Consideration and Action on an Application from Turf Matters, LLC, d/b/a Bloomington Tennis & Turf, located at 4101 Wicker Rd, Requesting Approval of the Creation of a Class EBS (Entertainment/Recreational Sports Venue, Beer and Wine Only, and Sunday Sales) Liquor License, as requested by the City Clerk Department. *(Recommended Motion: The proposed License be approved.)*

K. Consideration and Action on an Application from Mauli, Inc., d/b/a Galaxy Liquor & Smoke, located at 2210 Cottage Ave., Unit B, Requesting Approval of the Creation of a Class PAS (Packaged Sales, All Types of Alcohol, Sunday Sales) Liquor License, as requested by the City Clerk Department. *(Recommended Motion: The proposed License be denied.)*

8. Regular Agenda

A. Consideration and Action on a Resolution Authorizing Waiving Formal Bidding Requirements and Approving an Agreement with Iverson Consulting Group (ICG) through December 20, 2024, as requested by the Administration Department. *(Recommended Motion: The proposed Resolution be approved.) (Presentation by Jeff Jurgens, City Manager, 5 minutes; and City Council Discussion, 10 minutes.)*

9. City Manager's Discussion

10. Mayor's Discussion

11. Council Member's Discussion

12. Executive Session

13. Adjournment

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

CONSENT AGENDA ITEM NO. 7.A.

FOR COUNCIL: August 12, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Minutes of the July 8, 2024, Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Minutes be approved.

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

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

BACKGROUND: The minutes of the meetings provided have been reviewed and certified as correct and complete by the City Clerk. In compliance with the Open Meetings Act, minutes must be approved thirty (30) days after the meeting or at the second subsequent regular meeting whichever is later. In accordance with the Open Meetings Act, minutes are available for public inspection and posted to the City's website within 10 days after approval.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Leslie Yocum, City Clerk

ATTACHMENTS:
CLK 1B Minutes

MINUTES
CITY COUNCIL - REGULAR SESSION
MONDAY JULY 8, 2024, 6:00 P.M.

The City Council convened in regular session in the Government Center Boardroom at 6:00 P.M. Mayor Mboka Mwilambwe called the meeting to order and led the Pledge of Allegiance ending with a moment of silent prayer/reflection.

Roll Call

Attendee Name	Title	Status
Mboka Mwilambwe	Mayor	Present
Jenna Kearns	Council Member, Ward 1	Present
Donna Boelen	Council Member, Ward 2	Present
Sheila Montney	Council Member, Ward 3	Present
John Danenberger	Council Member, Ward 4	Present
Nick Becker	Council Member, Ward 5	Present
Cody Hendricks	Council Member, Ward 6	Present
Mollie Ward	Council Member, Ward 7	Present
Kent Lee	Council Member, Ward 8	Present
Tom Crumpler	Council Member, Ward 9	Present

Recognition/Appointments

Item 5.A. Recognition of Board & Commission Appointments and Reappointments, as requested by the Administration Department.

The Mayor recognized the following: Craig McCormick, Library Board of Trustees; Amy Endicott, Human Relations Commission; Sean Murphy, Public Safety & Community Relations Board; and Goverdhan Galpalli, William Peradotti, and Mary Ann Cullen, Planning Commission.

Public Comment

Mayor Mwilambwe read a public comment statement of procedure. Tammy Grifford and Timothy Maurer emailed public comments. Surena Fish spoke in person.

Public Hearings

Item 7.A. Public Hearing for the Proposed Downtown Redevelopment Project Area as Scheduled by Ordinance 2024-034, as requested by the Economic & Community Development Department.

Mayor Mwilambwe opened the Public Hearing at 6:08 P.M.

Melissa Hon, Economic & Community Development Department Director, gave a presentation on the Proposed Downtown Redevelopment Project, which aimed to spur private investment to revitalize Downtown Bloomington. She discussed how the Redevelopment Project Area started north at a vacant property owned by the City and Illinois Wesleyan, and moved south to include blighted commercial properties. She mentioned that the Northwestern Mutual building located at 102 S. East St. had been purposefully excluded. She then walked

through next steps and how the existing Downtown Southwest TIF (Tax Increment Financing) District would need to be dissolved and then the area included in the new Redevelopment Project Area adopted under a new TIF. She stated that the redevelopment area met the conservation area criteria due to its age, deterioration, inadequate utilities, and declining/subpar EAV (Equalized Assessment Value) growth. She also stated that the EAV was expected to grow from $37,492,147 (2023) to $59,400,000 after redevelopment. She reported that the Joint Review Board had made a positive recommendation in favor of establishing the new Downtown TIF and an intergovernmental agreement with District 87 was being pursued. She shared that additional information could be found on the City's website and stated that Adam Stroud of PGAV Planners was present to answer any questions.

Mayor Mwilambwe opened the floor for public testimony.

Goverdhan Galpalli came forward and was sworn in by City Clerk, Leslie Yocum. He raised the question of what the City looked to accomplish with development of the District. He asked whether the focus was on development of commercial, residential, or a museum. He asked for clarification on the main ideas behind the project.

Director Hon responded that all the mentioned developments were welcomed. She stated that each development opportunity would be looked at project by project.

Mr. Galpalli then asked what was the most important thing that the Town (City) needed.

Director Hon responded private investment and public investment in infrastructure.

Michael Lemacher came forward and was sworn in by the Clerk. He stated that he lives at a property that sits right at this development area and that he wanted to know exactly what was going to happened as it might impact him and his property. He mentioned that he lives on Center street bordered by Elm, Main, and Macarthur. He shared that he owns his property outright and is surrounded by commercial. He was concerned with everything around him being torn down and his property being left alone.

Director Hon responded that the City is looking for private investment and anyone interested in speaking with the City about incentives is welcome to come forward. She stated that the City looks for a "but for" cause for incentives in that "but for" the incentive the project wouldn't be able to occur. She mentioned that projects are looked at individually and shared that she was not aware of any plans to tear any buildings down.

No further testimony was given.

Mayor Mwilambwe closed the Public Hearing at 6:16 P.M.

Consent Agenda

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

Council Member Boelen made a motion, seconded by Council Member Crumpler, to approve the Consent Agenda with the exception of Item 8G.

Item 8.A. Consideration and Action to Approve the Minutes of the June 10, 2024, Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 8.B. Consideration and Action on Approving Bills and Payroll in the Amount of $8,529,146.97, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 8.C. Consideration and Action on the Purchase of a Fire Safety Simulator from JHB Group, in the Amount of $180,434.44, as requested by the Fire Department. (Recommended Motion: The proposed Purchase be approved.)

Item 8.D. Consideration and Action on a Resolution Authorizing the Rejection of All Bids for the Wylie & Maple Hill Drive Intersection Improvements Project (Bid #2025-03), as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2024 – 036

A RESOLUTION AUTHORIZING THE REJECTION OF ALL BIDS FOR THE WYLIE & MAPLE HILL DRIVE INTERSECTION IMPROVEMENTS PROJECT (Bid #2025-03)

Item 8.E. Consideration and Action on a Resolution Amending the Contract with Stewart Spreading Inc., for Lime Sludge Removal, Due to Changes to the Prevailing Wage Act of the State of Illinois Public Act 103-0327, as requested by the Water Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2024 – 037

A RESOLUTION AMENDING THE CONTRACT WITH STEWART SPREADING INC., FOR LIME SLUDGE REMOVAL, DUE TO CHANGES TO THE PREVAILING WAGE ACT OF THE STATE OF ILLINOIS PUBLIC ACT 103-0327

Item 8.F. Consideration and Action on a Resolution Authorizing a Change Order for the Design Contract with Stanley Consultants, Inc., for the Meadowbrook Subdivision Improvement Project, in an Amount Not to Exceed $59,267, as requested by the Water Department and the Department of Operations & Engineering Services. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2024 – 038

A RESOLUTION AUTHORIZING A CHANGE ORDER FOR THE DESIGN CONTRACT WITH STANLEY CONSULTANTS, INC., FOR DESIGN SERVICES FOR THE MEADOWBROOK SUBDIVISION IMPROVEMENT PROJECT, IN THE AMOUNT NOT TO EXCEED $59,267

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Boelen, Montney, Danenberger, Becker, Hendricks, Ward, Lee, Crumpler

Motion carried.

Items Pulled from the Consent Agenda

The following Item was pulled from the Consent Agenda by Council Member Ward:

Item 8.G. Consideration and Action on an Ordinance Amending the Bloomington City Code Updating Chapters 21, 36, and the Schedule of Fees Pertaining to Scavengers, Waste Collectors, Waste Haulers, and Bulk Waste Collection, as requested by the Public Works Department.

Council Member Ward expressed her concerns with waste management throughout the City during construction projects and rental property move outs. She explained the amendments would increase fees and establish penalties for inappropriate dumping. She highlighted the importance of improving community appearance.

Council Member Ward made a motion, seconded by Council Member Montney, to approve the Item as presented.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Boelen, Montney, Danenberger, Becker, Hendricks, Ward, Lee, Crumpler

Motion carried.

ORDINANCE NO. 2024 – 047

AN ORDINANCE AMENDING THE BLOOMINGTON CITY CODE UPDATING CHAPTERS 21, 36, AND THE SCHEDULE OF FEES PERTAINING TO SCAVENGERS, WASTE COLLECTORS, WASTE HAULERS, AND BULK WASTE COLLECTION

City Manager's Discussion

City Manager Jeff Jurgens provided a brief update on the Coalition working to address homelessness in the community. He discussed a recent Supreme Court decision that addressed the enforcement of local level Code regarding camping on public property. He assured the community that they were working to develop long-term solutions. He then moved on to share updates on buildbloomington.com.

Mayor's Discussion

Mayor Mwilambwe echoed City Manager Jurgens comments on homelessness in the community and assured the community that the City is committed to addressing the issue. He expressed his appreciation to City Manager Jurgens, staff, and the Bloomington Police Department for their continued efforts. He also mentioned a press conference held last Wednesday with Congressman Sorenson that announced Bloomington being awarded $2,000,000 in federal funding for the Locust-Colton Project. He ended by thanking staff for their work planning and executing the Fourth of July Celebrations.

Council Member's Discussion

Council Member Crumpler thanked the Parks & Recreation Department for their efforts during the Fourth of July Celebration.

Council Member Montney echoed appreciation regarding the Fourth of July celebrations. She discussed standard procedures for public hearings and asked Legal to reassess how Council Member questions were addressed.

Executive Session

No Executive Session was held.

Adjournment

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

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Boelen, Montney, Danenberger, Becker, Hendricks, Ward, Lee, Crumpler

Motion carried (viva voce).

The meeting adjourned at 6:28 P.M.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Yocum, City Clerk

DRAFT

CONSENT AGENDA ITEM NO. 7.B.

FOR COUNCIL: August 12, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving Bills and Payroll in the Amount of $11,941,484.80, as requested by the Finance Department.

RECOMMENDED MOTION: The proposed Bills and Payroll be approved.

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

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Total disbursements to be approved $ 11,941,484.80 (Payroll total $3,549,987.36, Accounts Payable total $7,922,800.13, Bank Transfers total $211,479.86, and Procurement Card Purchases total $257,217.45).

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Stacey Moews,

ATTACHMENTS:
FIN 1B Council Finance Summary Report

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
7/26/2024	$ 2,898,802.19	$ 630,018.33	$ 3,528,820.52
			$ -
Off Cycle Adjustments	$ 22,325.69	$ (1,158.85)	$ 21,166.84
		PAYROLL TOTAL	**$ 3,549,987.36**

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
8/12/2024	AP General	$ 7,223,674.28
8/12/2024	AP JMScott	-
8/12/2024	AP Comm Devel	$ 1,425.00
8/12/2024	AP IHDA	$ 200.00
8/12/2024	AP Library	$ 104,425.47
8/12/2024	AP MFT	$ 354,609.54
07/18/2024-08/01/2024	Out of Cycle AP	$ 238,465.84
05/17/2024-07/28/2024	AP Bank Transfers	$ 211,479.86
	AP TOTAL	**$ 8,134,279.99**

PCARDS

05/02/2024-06/03/2024	**$257,217.45**
PCARD TOTAL	**$257,217.45**

GRAND TOTAL	**$ 11,941,484.80**

Respectfully,

F Scott Rathbun
Director of Finance

CONSENT AGENDA ITEM NO. 7.C.

FOR COUNCIL: August 12, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Amending the Budget Ordinance for Fiscal Year (FY) Ending April 30, 2025, to Utilize Fund Balance and Increase the Federal Equitable Sharing Forfeiture Funds Under the Drug Enforcement Fund Budget By $19,628 and to Approve the Purchase of Mobile Radio Equipment from Motorola Solutions, as a Limited Source, in the Amount $54,986, as requested by the Police Department.

RECOMMENDED MOTION: The proposed Ordinance and Purchase be approved.

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

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

BACKGROUND: The Bloomington Police Department ("BPD") and Motorola Solutions have a long-term relationship to provide maintenance and service on their proprietary equipment utilized by BPD, as well as the Fire Department and other public safety groups in the region. BPD has requested 10 additional radios to equip fleet vehicles, which has been expanded to accommodate personnel additions. The purchase of additional mobile radios from Motorola Solutions is necessary to provide interoperability with the existing radio fleet. These radios will be configured identically to the existing mobile radios currently in service fleet-wide.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will purchase 10 Mobile Radios from Motorola Solutions, in the Amount of $54,986. Originally, $35,358 was budgeted from Drug Fund Federal Equitable Sharing Forfeiture Fund-Other Purchased Services account (20900900-70690-34000). A budget amendment is needed for the remaining $19,628 for a total of $54,986. In addition, if approved, a budget transfer in the amount of $35,358 will be processed to move the funds from the Drug Fund Federal Equitable Sharing Forfeiture Fund-Other Purchased Services account (20900900-70690-34000) to the Drug Fund Federal Equitable Sharing Forfeiture Fund-Capital Outlay Office & Computer Equipment account (20900900-72120-34000) where the total purchase of $54,986 will be expensed. The transfer is needed as the radios cost more than $5,000 each and meet the City Asset threshold of $5,000 or more approved by Council on August 23, 2010, effective May 1, 2011. Please see the "Exhibit" for additional accounts effected by the Budget Amendment.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Darren Wolf, Communication Center Manager

ATTACHMENTS:
PD 1B Ordinance
PD 1C Ordinance Exhibit
PD 1D Motorola Solutions Quote
PD 1E Limited Source Justification
PD 1F Notice to Proceed Letter

ORDINANCE NO. 2024 – ___

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR FISCAL YEAR (FY) ENDING APRIL 30, 2025 TO UTILIZE FUND BALANCE AND INCREASE THE FEDERAL EQUITABLE SHARING FORFEITURE FUNDS UNDER THE DRUG ENFORCEMENT FUND BUDGET BY $19,628, AND TO APPROVE THE PURCHASE OF MOBILE RADIO EQUIPMENT FROM MOTOROLA SOLUTIONS, AS A LIMITED SOURCE, IN THE AMOUNT OF $54,986

WHEREAS, on April 8, 2024, by Ordinance Number 2024-024, the City passed a Budget and Appropriation Ordinance for the Fiscal Year Beginning May 1, 2024 and Ending April 30, 2025, which then was approved by Mayor Mboka Mwilambwe on April 9, 2024; and

WHEREAS, a Budget Amendment is needed amending the FY 2025 Budget to increase the FY 2025 Federal Equitable Sharing Forfeiture Funds under the Drug Enforcement Fund Budget by $19,628 for the purchase of Mobile Radio Equipment from Motorola Solutions, as a Limited Source, in the Amount of $54,986.00, as requested by the Police and Finance Departments.

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

SECTION 1. The above recitals are hereby incorporated herein as if specifically stated in full.

SECTION 2. Ordinance Number 2024-024 is hereby amended as laid out in this Ordinance and as displayed in the attached Exhibit.

SECTION 3. Except as provided for herein, Ordinance Number 2024-024 shall remain in full force and effect.

SECTION 4. The City Manager is hereby authorized to execute any and all documents necessary to facilitate the purchase approved by this Ordinance.

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

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

SECTION 7. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 12th day of August 2024.

APPROVED this ____ day of August 2024.

CITY OF BLOOMINGTON

_____

Mboka Mwilambwe, Mayor

ATTEST

_____

Leslie Smith-Yocum, City Clerk

FY 2025 Budget Amendment-Exhibit A

Account #	Fund	Account Description		Amount
20900900-40000	Drug	Use of Fund Balance	$	(19,628.00)
20900900-72120-34000	Drug	Federal Equitable Sharing Forfeiture Funds-Capital Outlay Office & Computer Equipment	$	19,628.00
		Net Transaction:	$	-

05/29/2024

Bloomington Police Department
305 S EAST ST
BLOOMINGTON, IL 61701

RE: Motorola Quote for PD Mobiles 2024 - 4500s Only
Dear Mr. Wolf,

Motorola Solutions is pleased to present Bloomington Police Department with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide Bloomington Police Department with the best products and services available in the communications industry. Please direct any questions to Eldon Sprague at eldonsprague@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Eldon Sprague
Senior Account Manager

Billing Address:
BLOOMINGTON POLICE DEPT
305 S EAST ST
BLOOMINGTON, IL 61701
US

Quote Date:05/29/2024
Expiration Date:08/27/2024
Quote Created By:
Eldon Sprague
Senior Account Manager
eldonsprague@
motorolasolutions.com
(815) 375-1535

End Customer:
Bloomington Police Department
Mr. Wolf
dwolf@cityblm.org
(309) 275-2400

Contract: 37987 - STARCOM 21, IL
CMT2028589

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ Radio Management	RADIO MANAGEMENT				
1	T7913A	RADIO MANAGEMENT OFFLINE	1	$0.00	$0.00	$0.00
1a	UA00048AA	ADD: RADIO MANAGEMENT LICENSES OFFLINE	10	$110.00	$80.30	$803.00
	APX™ 4500 Enhanced					
2	M22URS9PW1BN	APX4500 ENHANCED 7/800 MHZ MOBILE	10	$2,117.44	$1,545.73	$15,457.30
2a	G24AX	ENH: 3 YEAR ESSENTIAL SVC	10	$216.00	$216.00	$2,160.00
2b	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	10	$6.00	$4.38	$43.80
2c	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	10	$0.00	$0.00	$0.00
2d	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	10	$0.00	$0.00	$0.00
2e	GA01579AB	ADD: BLUETOOTH/WIFI GLASSMOUNT 2.4/5GHZ	10	$77.00	$56.21	$562.10
2f	G66BF	ADD: DASH MOUNT O2 APXM	10	$138.00	$100.74	$1,007.40

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
2g	GA00580AA	ADD: TDMA OPERATION	10	$495.00	$361.35	$3,613.50
2h	G142AD	ADD: NO SPEAKER APX	10	$0.00	$0.00	$0.00
2i	GA09000AA	ADD: DIGITAL TONE SIGNALING	10	$165.00	$120.45	$1,204.50
2j	GA09001AA	ADD: WI-FI CAPABILITY	10	$330.00	$240.90	$2,409.00
2k	G843AH	ADD: AES ENCRYPTION AND ADP	10	$523.00	$381.79	$3,817.90
2l	GA00804AA	ADD: APX O2 CH (GREY)	10	$541.00	$394.93	$3,949.30
2m	G444AH	ADD: APX CONTROL HEAD SOFTWARE	10	$0.00	$0.00	$0.00
2n	G335AW	ADD: ANT 1/4 WAVE 762-870MHZ	10	$15.00	$10.95	$109.50
2o	W22BA	ADD: STD PALM MICROPHONE APX	10	$79.00	$57.67	$576.70
2p	QA09113AB	ADD: BASELINE RELEASE SW	10	$0.00	$0.00	$0.00
2q	W969BG	ENH: MULTIKEY OPERATION	10	$363.00	$264.99	$2,649.90
2r	QA02812AE	ADD: P25 9600 TRUNKING W/ INTEROPERABILITY	10	$2,277.00	$1,662.21	$16,622.10

Grand Total $54,986.00(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

DocuSign Envelope ID: 64C99244-455A-41EB-A45D-C534136FA163

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A and B)

SECTION A –LIMITED SOURCE PURCHASE:

Complete if a purchase is $5,000 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 & #: **689 - Motorola Solutions**	Amount: $ **54,986.00**	Date: **06/03/2024**

Description of item/service:
Motorola Solutions agreement to purchase 10 mobile radios

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

It is necessary to procure these mobile radios from Motorola Solutions to provide interoperability with the existing radio fleet. These radios will be configured identically to the existing mobile radios currently in service fleet-wide. These radios are being requested due to the expansion of the fleet due to additional personnel. There is a long-term relationship between Motorola Solutions and the Department to provide maintenance and service on their proprietary equipment utilized by the Police Department. THE CITY HAS MADE A SIGNIFICANT CAPITAL INVESTMENT WITH MOTOROLA. AM

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.

Aaron Veerman
(Name and Signature of Department Head)

6/4/2024
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):

Carla A Mullis
Name and Signature of Procurement Designee

6/4/2024
Date

05/14/2024

To: Motorola Solutions, Inc.

Re: Purchase of Motorola radio communications equipment

This letter serves as authorization for Motorola to place an order for the communications equipment on the attached sheet for a purchase price of $54,986.00. The City of Bloomington agrees to pay Motorola Solutions for the equipment "Net 30 days upon shipment" to:

Bloomington Police Department
Attn: Darren Wolf
305 S. East St
Bloomington, IL 61701-7609

When Motorola Solutions invoices the City of Bloomington the invoice should reference quote-2657287 and be emailed to Accounts Payable at accountspayable@cityblm.org and be mailed the following address:

Bloomington Police Department
Attn: Darren Wolf
305 S. East St
Bloomington, IL 61701-7609

For taxation purposes, even if tax-exempt, the equipment sold to the City of Bloomington will ultimately reside at the following address:

Bloomington Police Department
305 S. East St
Bloomington, IL 61701-7609

Payments can be authorized solely on this document. I submit that I am a duly authorized official of our entity and that my signature makes this a legal and binding document, and that funding has been encumbered for this order.

If you have any questions regarding this order, please feel free to contact Darren Wolf at (309)434-2589.

Sincerely yours,

By: _____
Jeffrey R. Jurgens
City Manager

cc: Eldon Sprague

CONSENT AGENDA ITEM NO. 7.D.

FOR COUNCIL: August 12, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Authorizing a Rental Agreement with Coe Equipment, Inc. for a TruVac Vacuum Excavator for the Rental Amount of $150,000 with an Option to Purchase after the Rental Period for an Additional $404,070.95, as requested by the Water Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

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

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

BACKGROUND: As the Water Department continues to work on the water service line inventory that is required by the Illinois Environmental Protection Agency, the TruVac vacuum excavator is the most efficient way to determine the service line material. Currently the City has 6,090 unknown service lines. The inventory must identify service lines as lead, non-lead, or galvanized requiring replacement (GRR). The inventory must include material data for both the water-system-owned portion and the private-side portion of the service line.

Using a shovel or heavy machinery like backhoes can easily uproot more than just dirt. Vacuum excavating, in contrast, is non-destructive – the TruVac vactor can loosen soil with pressurized water before vacuuming it out of the way into a debris tank. This simple, efficient method of excavation is safer because no mechanical parts ever come into contact with other utilities.

In addition to being safer, vacuum excavators are more cost-effective than other types of digging. You'll also face substantially less repair work due to the extreme precision of TRUVAC hydrovac trucks. TRUVAC was created for safe digging. It's why their trucks feature exclusive details like DigRight patented technology that lets you control water pressure with the touch of a button. The unit also feature exclusive water shut-offs that automatically stop water flow if you lose control of the lance. These are just some of the things that make TRUVAC the best when it comes to safe, efficient digging.

If approved, the City will enter into a rental contract with Coe Equipment Inc., for ten months in the Amount of $150,000. The rental contract will also include an option to purchase the unit after the rental period with 100% of the rent applied to the final purchase price. The final purchase cost with the Sourcewell Discount and the applied rent, the purchase price will be $404,070.95. Should the Water Department determine the purchase should be pursued, the Department would either budget for the purchase in FY2026 or, if in FY2025, return to Council for a Budget Amendment to secure the additional funds needed for the purchase.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City's Sourcewell Contract (Contract: #101221-VTR – valid through 11/29/2025) would be used to receive a lower cost for the vehicle. The City will enter into a rental agreement for $150,000 and thereby securing a future purchase price of $404,070.95. A budget transfer to move $150,000 from the Water Transmission & Distribution-Architectural & Engineering Service for Capital Account (50100120-70051) to the Water Transmission and Distribution Rentals account (50100120-70420) where the $150,000 will be paid will be necessary. Stakeholders can locate this in the FY 2025 Budget Book titled "Other Funds & Capital Improvement" on page 128. If the Water Department decides to pursue the purchase option at the end of the lease agreement, they will include the $404,070.95 in the FY 2026 Budget or if in FY 2025, a budget amendment would be brought before City Council for consideration.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Brett Lueschen, Assistant Water Director

ATTACHMENTS:
WTR 2B Resolution
WTR 2C Coe Equip Rental Quote
WTR 2D Coe Equip Contract

RESOLUTION NO. 2024 - ____

A RESOLUTION AUTHORIZING A RENTAL AGREEMENT WITH COE EQUIPMENT, INC. FOR A TRUVAC VACUUM EXCAVATOR FOR THE RENTAL AMOUNT OF $150,000 WITH AN OPTION TO PURCHASE AFTER THE RENTAL PERIOD FOR AN ADDITIONAL $404,070.95

WHEREAS, the City needs to complete a water service line inventory that is required by the Illinois Environment Protection Agency (IEPA) which can be accomplished in the most efficient way utilizing a TruVac vacuum excavator (TruVac) to determine the service line material in the least destructive manner; and

WHEREAS, staff feel this equipment is critical to effectively and efficiently meeting IEPA requirements and will benefit both the City and the citizens as the material vacuumed for the inventory must include material data for both the water-system-owned portion and the private-side portion of the service line; and

WHEREAS, the City can rent a TruVac from COE Equipment Inc (COE) for ten (10) months in the amount of $150,000 with an option to purchase in the amount of $404,070.95 after 100% of the rental payments are applied towards the purchase price utilizing the Sourcewell Joint Purchasing Contract (101221-VTR, exp. 11/29/2025); and

WHEREAS, the Water Department has the funds for the rental in Fiscal Year (FY) 2025 and the purchase option is not mandatory, and the equipment can be returned and if the Department determines the purchase should be pursued the Department will either budget for the purchase in FY 2026, or return to Council for a Budget Amendment in FY 2025; and

WHEREAS, staff believe the rental with securing the option to purchase and applying all rents paid to the purchase price is in the best interest of City.

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

SECTION 1. The above stated recitals are incorporated herein by reference.

SECTION 2. The City Manager, or designated representatives, are hereby to execute any and all documents necessary to facilitate the above-mentioned rental.

SECTION 3. This Resolution shall be in full force and effect immediately after its passage and approval.

PASSED this 12th day of August 2024.

APPROVED this ___ day of August 2024.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

Coe Equipment Inc.

5953 Cherry Street, Rochester, IL 62563 ▪ P. 217.498.7200 ▪ F. 217.498.7205 ▪ www.coe-equipment.com
Serving Illinois & Missouri Since 1986 ▪ All Sewer Cleaning & Vacuum Excavation Equipment

Quotation

Date	Quote #
5/17/2024	9702

Requested By	Ship To
City of Bloomington PO Box 3157 Bloomington, IL 61701	City of Bloomington Water Department 603 W Division St Bloomington, IL 61701

Customer Contact	Quoted By	Sales Contact	Terms
Brett 309-728-2353	Scott	Steve	Net 30

Description	Qty	Price Each	Total
New 2024 TRUVAC by Vactor Manufacturing Truck-Mounted Vacuum Excavator Model 21HXXPD36 S/N 24-01R-22331 mounted on New 2023 International Chassis Model HV607 SBA 4X2 VIN 3HAEKTATXPL293148 GVWR 66,000 Axles 3 Color White Renter is responsible for all insurance, damage, and maintenance required on unit per manufactures recommendations. Replacement Value of $575,000.00 Unit must be returned emptied and cleaned. Failure to comply will result in cleaning fee. Unit must return in same operating condition as it left. Failure to comply will result in repair fee. Unit must be returned with the same amount of fuel as left with. Failure to comply will result in fuel charges. Rental Period is Per 28 Days:			

Plus freight and tax, as applicable.
This quotation expires 30 days from the date shown above.

Quotation Total

Orders paid by credit card are subject to a 3% processing fee.

PLEASE DO NOT PAY FROM THIS DOCUMENT.

Coe Equipment Inc.

5953 Cherry Street, Rochester, IL 62563 ▪ P. 217.498.7200 ▪ F. 217.498.7205 ▪ www.coe-equipment.com
Serving Illinois & Missouri Since 1986 ▪ All Sewer Cleaning & Vacuum Excavation Equipment

Quotation

Date	Quote #
5/17/2024	9702

Requested By
City of Bloomington PO Box 3157 Bloomington, IL 61701

Ship To
City of Bloomington Water Department 603 W Division St Bloomington, IL 61701

Customer Contact	Quoted By	Sales Contact	Terms
Brett 309-728-2353	Scott	Steve	Net 30

Description	Qty	Price Each	Total
Rent Full size HXX/Truvac $15,000.00 per 28 day period, $4,750.00 / week, $1,000.00 / day FOB Rochester, IL Sales Tax, title, and license are in addition to the unit price. Rent to purchase terms as per below. Rent will not be applied unless invoices have been paid. Rent towards purchase is only applicable to unit on rent. If in 11 Rental Periods: 100% If in 12 Rental Periods: 75% If 13 or more periods: 50% Period (28 Days) $15,000.00 A proposal with applied rent towards purchase dated July 19th, 2024 for Build 2024-74518 is valid during rental. The proposal expires 14 days after unit is returned and is off rent. Rent towards purchase option expires 14 days after return of unit.			
Rental Period 1: (PER 28 DAYS) Rental Period to be Determined		15,000.00	15,000.00
Illinois Municipal/Exempt from Sales Tax		0.00%	0.00

Plus freight and tax, as applicable.
This quotation expires 30 days from the date shown above.

Quotation Total **$15,000.00**

Orders paid by credit card are subject to a 3% processing fee.

PLEASE DO NOT PAY FROM THIS DOCUMENT.

Coe Equipment Inc.

5953 Cherry Street, Rochester, IL 62563 ▪ P. 217.498.7200 ▪ F. 217.498.7205 ▪ www.coe-equipment.com

Serving Illinois & Missouri Since 1986 ▪ All Sewer Cleaning & Vacuum Excavation Equipment

TRUVAC™ by Vactor Mfg., Inc.

Presents a Proposal Summary
of the

HXX

for

City of Bloomington
336 South Main Street
Bloomington, IL 61701

Contents

About Coe Equipment (Background, years in business and business team) 3
Location and Contacts 3
Proposal Specifications 4
Total Delivered Price 7
Appendix 1: Warranty and Literature 8

About Coe Equipment (Background, years in business and business team)

Coe Equipment Incorporated is a distributor of sewer cleaning and municipal equipment to cities and contractors throughout Illinois and Missouri. Our team includes over 115 years of combined experience, and over $500,000 in parts availability. In addition to selling new and used equipment, we also repair all makes and models of sewer cleaning and vacuum equipment. Coe Equipment has been the Vactor Manufacturing, Inc. local manufacturer's representative for over 38 years, since 1986. Coe Equipment has four field technicians and three mechanics certified to work on Vactor equipment. Our warranty and service facility is located in Rochester, IL.

Vactor Manufacturing is the leading manufacturing of sewer cleaners and catch basin cleaners, jetters, industrial vacuum loaders and vacuum excavation equipment featuring innovative technology and custom-configurable designs. Originally founded in Chicago in 1911 as the Myers-Sherman Company, Vactor has been creating and perfecting sewer cleaning equipment for over 100 years. Vactor is located on 20 acres with 245,000 square feet of manufacturing space under one roof in Streator, Illinois and is ISO 9001:2008 and ISO 14001:2004 certified.

Location and Contacts

Coe Equipment, Inc. is headquartered in Rochester, IL. Primary contact information for Coe Equipment is provided below:

Coe Equipment, Inc.
5953 Cherry Street
Rochester, IL 62563
Contact: Steve Smith, Territory Field Representative
Phone: 217-494-0284
Fax: 217-498-7205
Email: steve@coe-equipment.com
Office hours: 7:30 AM – 6:00 PM, Monday - Friday
After office hours: Call cell phone to troubleshoot and schedule appointments outside of office hours.

Proposal Specifications

QTY	PART NUMBER	DESCRIPTION
1	21HXPD36	HXX PD 18" Vacuum 12 yrd Debris 1200 Gal Water
1	H002STD	DigRight Technology
1	H011STD	Aluminum Fenders
1	H012STD	Mud Flaps
1	H015ASTD	Blower-Roots 824RCS/18
1	H016STD	Sealed Electrical System
1	H017ASTD	Single Cyclone Separator
1	H020STD	Double Acting Dump Hoist
1	H022STD	2" Y-Strainer w/25' Fill Hose
1	H026STD	Exten Steel Debris Body
1	H040STD	Electronic Low Water Indicator
1	H047STD	Flat Rear Door w/Hyd Locks/Lift
1	H048STD	8" ID Vacuum System
1	H049STD	Multi Flow System
1	H050STD	Handgun Kit 5gpm/10gpm
1	H051STD	75' Retractable Handgun Reel
1	H055STD	Vacuum Relief
1	H056STD	Electronic Back-Up Alarm
1	H057STD	3" Water Tank Drain
1	H058STD	2-1/2" Cam-Lok Water Fill Fitiings
1	H059STD	Control Panel Boom Control
1	H060STD	Circuit Breakers
1	H061STD	Tow Hooks -- Rear
1	H063STD	Hydrant Wrench/Tool Package
1	H067STD	Debris Body Deflectors
1	H068STD	S.S. Float Ball Shut Off
1	H069STD	Manual hand pump for boom hydraulic override
1	H080STD	Electronic Low Water Indicator
1	H101STD	1200 Gallon Poly Water Tank
1	H1022STD	Rear Door Splash Shield
1	H1025STD	8" Inspection Port W/Ladder
1	H1027STD	Removable Boom Turret Box

1	H102STD	6" Rear Door Knife Valve w/Camloc 6:00 position - Standard
1	H103STD	Control Cabinet Tool Box - 36w x 24h x 12d
1	H104STD	Water Pump Cabinet Tool Box - 50w x 30h x 30d
1	H105STD	Digging Lance Package
1	H106BSTD	HXX Nozzles
1	H127STD	Grounding cable to tie debris body sub frame and chassis
1	H160STD	Mandatory Transfercase Mounting Charge
1	H4011STD	Wireless Remote w/Pump Vac-Relief - Hand- held
1	H4012STD	Remote Corded Pendant
1	H4017STD	Boom Out of Position Indicator/Alarm
1	H4019ASTD	ISO 46 Hydraulic Oil
1	H4020STD	Body Out of Position Indicator/Alarm
1	H4022STD	Telescopic Boom Elbow Standard
1	H6017STD	Hydraulic Tank Shutoff Valves
1	H8021STD	8" Vacuum Tube Package w/8" Dig Tube
1	H9006STD	Hydroexcavating Digging Nozzles &Single Jet Spinner
1	H9020STD	Toolbox Driver Side Chassis Frame 48w x 20h x 30d.
1	H9023STD	Toolbox Passenger Side Chassis Frame 48w x 20h x 30d.
1	H9025ASTD	Tool Tray Driver Side Subframe
1	H9025STD	Toolbox Passenger Side Subframe in lieu of Tool Tray 104w x 24h x 22d
1	H9031STD	Camera System Rear Only
1	512459A-30	Standard Manual w/ Cloud Parts
1	H1008	6" Rear Door Knife Valve w/Camloc 3:00 position
1	H1015B	Folding Pipe Rack Rear Door
1	H1016A	Billboards Curbside
1	H1016B	Billboards Streetside
1	H1023	Lube Manifold
1	H1023A	Laminated Lube Chart - Included
1	H1026	Debris Body Vibrator Electric
1	H2006	Air Purge
1	H2021E	Water Heater 800 000 BTUs - 12V
1	H4004A	7ft Telescoping Boom 320 deg. with Removable Turret Box
1	H5010C	Cold Weather Package 2 - Includes PTO Cold Weather Recirculator
1	H5017A	20 GPM/3000 PSI Water System in lieu of 10 GPM
1	H7004A	Front Station Control Second Operator Station Spring Retract Hose Reel Passenger Side
1	H8004D	Rear Mounted LED Beacon Light

1	H8004E	Front Mounted LED Beacon Light
1	H8009	Worklight Operators Station
1	H9021	Toolbox Passenger Side Behind Tandem 18w x 48h x 24d
1	H9022	Water Tank Toolbox Driver Side
1	LOGO-APPL.	TruVac Logos - Applied
1	TPIT370A-CH	Vactor Supplied Chassis Tandem Axle 2023 International HV607 SBA 370 HP Auto 66 000 GVWR GHG

Module Paint Color – Gray
Cab Color – White

Total Delivered Price

Unit Price:	$572,077.76
Less Sourcewell Discount (Member # 25014):	-$18,006.81
Subtotal:	$554,070.95
Applied Rent (11 rental periods: July-May):	-$165,000.00
Total:	$389,070.95

Sales Tax, title, and license are in addition to the unit price.
FOB Rochester, IL. Payment Terms: NET. Unit subject to prior sale.

*Proposal Notes:

1. All prices quoted are in US Dollars unless otherwise noted. TruVac Model 21HXXPD36, S/N 24-01R-22331, 2023 International Chassis, HV607 SBA 6x4, VIN 3HAEKTATXPL293148, GVWR 66,000, Axles 3, Color White
2. Renter is responsible for all insurance, damage, and maintenance required on unit per manufactures recommendations. Replacement Value of $575,000.00
3. Rental Period is Per 28 Days: Rent Full size HXX/Truvac $15,000.00 per 28-day period, $4,750.00 / week, $1,000.00 / day
4. Rent will not be applied unless invoices have been paid. Rent towards purchase is only applicable to unit on rent. Rent to purchase terms as per table below.

Applied Rent to Purchase Price – Rental Rate of $15,000 per Period	
If in 11 Rental Periods:	100%
If in 12 Periods:	75%
If 13 or more periods:	50%
Period (28 Days)	$15,000.00

5. The proposal expires 14 days after unit is returned and is off rent. Any rental credit will expire 14 days after return of unit.

This quotation becomes a contract for delivery and payment of the merchandise listed above only when signed by the Company and the customer or one of its officers.

_____	Coe Equipment, Inc.
Customer	Company
_____	Steve Smith
Customer Representative	Company Representative
_____	7/19/2024
Date	Date

Appendix 1: Warranty and Literature

LIMITED WARRANTY

Limited Warranty. Each TRUVAC machine manufactured by VACTOR MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

All Models	10 years against stainless steel water tank leakage due to corrosion. 3 years against aluminum water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 years against any factory defect in material or workmanship.
All Models	5 years against leakage of debris body, centrifugal compressor or fan housing due to rust-through.
ALL Models starting with 21-09X-XXXXX and beyond	2 year- Electrical & Electronics (excludes Chassis components)

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's authorized dealer's or distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended, nor intended, or not in accordance with operating, maintenance or safety instructiions provided by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR A WARRANTY AGAINST FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

TRUVAC by Vactor Mfg., Inc.

VACTOR MANUFACTURING
1621 S. Illinois Street
Streator, IL 61364

9-1-2021

TRUVAC®
by Vactor Mfg., Inc.

HXX

MAXIMUM VERSATILITY
Two debris body sizes, numerous axle configurations

VACUUM SYSTEM CHOICES
Wide range of types, flow and pressure ratings ratings available

MAXIMUM STORAGE
Multiple storage options for a variety of applications

AIR AND HYDRO
Multiple excavation options for all conditions

DIGGING BIG. DIGGING DURABLE. DIGGING SMART.

This full-sized beast was developed from the ground up—literally. The HXX® is the result of years of vacuum excavation research, customer input, testing and industry experience. Created by Vactor® Manufacturing, Incorporated, no job is too big or too tough for this vacuum excavator to tackle.

PROVEN PERFORMANCE, RUGGED CONSTRUCTION, MAXIMUM PAYLOADS. THIS TRUCK CAN:

- Meet all mid-sized and full-sized excavation needs
- Deliver maximum jobsite productivity
- Power jack hammers, tampers or other tools
- Tow mini-excavators, HDD drills or job supply trailers

HXX SPECS

BOOM	8″ vacuum system, extendable or telescopic to 22′ reach, 320° rotation
CHASSIS	Multiple options
DEBRIS BODY	50° tilting 12 yd^3 or 15 yd^3 debris body
VACUUM SYSTEM	Positive displacement blower options rated at 18 in-HG/4970 cfm, 28 in-HG/5200 cfm, or 28 in-HG/6176 cfm, also available with two-stage centrifugal compressor
WATER SYSTEM	10, 20, or 25 gpm at 2500 or 3000 psi water pump options with DigRight® technology

BACKED BY TRUVAC SUPPORT

It's not just our innovative technology and dependability that makes digging with TRUVAC® vacuum excavators the smart choice. We back up our vacuum excavators with an unrestrained commitment to quality and service. Dedication, responsiveness, personal care. They aren't words—they're our promise.

- *Parts and service centers coast-to-coast*
- *Dedicated training for equipment use, best practices and safe digging, and maintenance*
- *Rapid-response time ensures machines are back up and running*

Coe Equipment Inc.

5953 Cherry Street, Rochester, IL 62563 ▪ P. 217.498.7200 ▪ F. 217.498.7205 ▪ www.coe-equipment.com

Serving Illinois & Missouri Since 1986 ▪ All Sewer Cleaning & Vacuum Excavation Equipment

Effective 6/21 P/N 300072-D

CONSENT AGENDA ITEM NO. 7.E.

FOR COUNCIL: August 12, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Authorizing the City of Bloomington's Participation in the Settlement Agreement Arising from the Visa and Mastercard Interchange Fees Class Action Lawsuit, as requested by the Legal Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

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

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

BACKGROUND: A class action lawsuit was filed against Visa, Mastercard, and other Bank Defendants regarding Visa and Mastercard interchange fees charged to merchants between 2004 and 2019 in U.S. District Court for the Eastern District of New York case, *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation,* case number 05-MD-1720. The City is a qualified "merchant" as defined in the lawsuit. A settlement agreement has been approved by the court which requires Visa, Mastercard, and the Bank Defendants to pay $5.54 billion to merchants that are part of the settlement class. The terms of the settlement provide that every merchant that is part of the settlement class will receive a portion of the settlement fund, based on the value of interchange fees attributable to each authorized claimant. As a "merchant," the City may opt-in and receive certain as yet undetermined benefits from the Settlement in exchange for releasing any claim that it may have against the Visa, Mastercard, and Bank Defendants for overcharging interchange fees. The deadline to participate in this settlement is August 30, 2024, and upon doing so the City will be entitled to receive funds from the Settlement. The City wishes to agree to the material terms of the proposed Settlement and seeks authority from the Council to execute all necessary documents and participate in this class action lawsuit.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Participation in the settlement is expected to lead to funds being distributed to the City, although the amount is undetermined at this time. There is no direct cost to the City to participate as the fees and costs are covered by the settlement agreement.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Jenna Finegan, Associate Corporation Counsel

ATTACHMENTS:
LGL 1B Resolution
LGL 1C Claim Form

RESOLUTION NO. 2024 - ____

A RESOLUTION AUTHORIZING THE CITY OF BLOOMINGTON'S PARTICIPATION IN THE SETTLEMENT AGREEMENT ARISING FROM THE VISA AND MASTERCARD INTERCHANGE FEES CLASS ACTION LAWSUIT

WHEREAS, the City of Bloomington, Illinois ("City"), is a home rule unit of government under the laws of the State of Illinois; and

WHEREAS, the City is a qualified "merchant" as defined in a class action lawsuit regarding Visa and Mastercard interchange fees charged to merchants between 2004 and 2019, U.S. District Court for the Eastern District of New York case, In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation, case number 05-MD-1720; and

WHEREAS, a settlement agreement has been approved by the court in this lawsuit which requires Visa, Mastercard, and the Bank Defendants to pay $5.54 billion to merchants that are part of the settlement class; and

WHEREAS, the terms of the settlement provide that every merchant that is part of the settlement class will receive a portion of the settlement fund, based on the value of interchange fees attributable to each authorized claimant; and

WHEREAS, as a "merchant," the City may opt-in and receive certain as yet undetermined benefits from the Settlement in exchange for releasing any claim that it may have against the Visa, Mastercard, and Bank Defendants for overcharging interchange fees; and

WHEREAS, the deadline to participate in this settlement is August 30, 2024, and upon doing so the City will be entitled to receive funds from the Settlement; and

WHEREAS, the City wishes to agree to the material terms of the proposed Settlement, and seeks authority from the Council to execute all necessary documents and participate in this class action lawsuit.

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

SECTION 1. The above stated recitals are incorporated herein by reference.

SECTION 2. The City Manager, or designated representatives, are hereby authorized and directed to file a claim and any necessary supporting documentation by the August 30, 2024, filing deadline.

SECTION 3. Should any section, clause, or provision of this Resolution be declared by the Courts to be invalid, the same shall not affect the validity of the Resolution as a whole, or parts thereof, other than the part so declared to be invalid.

SECTION 4. This Resolution shall be in full force and effect immediately after its passage and approval.

PASSED this 12th day of August 2024.

APPROVED this ___ day of August 2024.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

Claim your share now.

Payment Card Interchange Fee Settlement
Class Administrator
PO Box 2530
Portland, OR 97208-2530

4006924699999999990

Submission Deadline:
August 30, 2024

• COURT-APPROVED CLAIM FORM •

If your business accepted Visa and/or Mastercard between 2004 - 2019, you're now eligible to claim your share of a $5.5 billion Settlement. Claim your share now.

A merchant (business owner) with Visa and/or Mastercard Interchange Fees Paid for the period from January 1, 2004, to January 25, 2019 (the "Class Period") is eligible to file a claim in this settlement. Visa and Mastercard and their issuing banks ("Defendants") are alleged to have violated the law because they wrongfully inflatedInterchange Fees. Defendants say they have done nothing wrong. They claim their business practices are legal. After years of appeals, the Settlement is now final, and it is time to file your claim for a Settlement Payment. If you do not file a claim, you will not receive a Settlement Payment. Visit **www.PaymentCardSettlement.com** to get detailed information about the Settlement.

Rather than submitting this form, you can go to **www.PaymentCardSettlement.com** and provide information about your business in order to ask the Class Administrator to query the Defendants' databases for qualifying Interchange Fees Paid by your business. You will then be notified of Interchange Fees Paid identified by the Class Administrator and then you can file a claim based on those figures or further work with the Class Administrator to validate your claim.

If you prefer to submit this Claim Form, provide the estimated dollar amount of your eligible Visa and/or Mastercard Interchange Fees Paid for the period January 1, 2004, to January 25, 2019 then complete the Claim Form. If the Class Administrator is unable to validate the Interchange Fees Paid you have claimed, you may later be required to submit documents to support your claim. If you do not know your Interchange Fees Paid, check the box "I do not know" and the Class Administrator will contact you about next steps.

As part of the Settlement, your actual recovery will not be the validated Interchange Fees Paid by your business, but rather a percentage of the total based on a variety of factors including the total number of eligible claims submitted.

If you do not want to visit **www.PaymentCardSettlement.com** to submit your claim online, you may fill out the information below and mail the completed form postmarked by **August 30, 2024** to Payment Card Interchange Fee Settlement, PO Box 2530, Portland, OR 97208-2530.

Class Period Interchange Fees Paid:

$ _____ ☐ I do not know.

Merchant U.S. Tax Identification Number (TIN): _____

Merchant Legal Name: _____

Street Address: _____

City, ST, Zip Code: _____

Country (If not United States): _____

By signing below, I attest that I have sufficient authority to submit a Claim Form for this Merchant:

Signature: _____

Date (MM/DD/YYYY): _____

Printed Name: _____

Title: _____

Email Address: _____

Phone Number: _____

Settlement Payments will be made after all claims are received and processed following the Claims Deadline of **August 30, 2024**. Please be patient.

Are you claiming on behalf of someone else? For claims that are determined eligible to receive a Settlement Payment, the resulting check generally will be issued payable to the Merchant Legal Name on this form. HOWEVER, if you want any change to the payee name that would be printed on your check (if your business name has changed, or you believe you have authority for any reason to file on behalf of the named Class Member), you must provide additional information to the Class Administrator and/or submit your claim online. Please go to **www.PaymentCardSettlement.com** or call 1-800-625-6440 for assistance.

Questions? Assistance with preparing your claim is available at no cost to you from the Class Administrator and Class Counsel. Please email info@PaymentCardSettlement.com or call 1-800-625-6440.

To download a version of this Claim Form in Spanish Español, Russian Русский, Korean 한국어, Vietnamese Tiếng Việt, Japanese 日本語, Chinese 汉语, or Thai ภาษาไทย, please visit **www.PaymentCardSettlement.com**.

Questions? Visit www.PaymentCardSettlement.com or call 1-800-625-6440.

CONSENT AGENDA ITEM NO. 7.F.

FOR COUNCIL: August 12, 2024

WARD IMPACTED: Ward 7

SUBJECT: Consideration and Action on an Ordinance Approving the Final Plat of Thompson-QuikTrip Phase 1, as requested by the Department of Operations & Engineering Services.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:
Goal 3. Grow the Local Economy

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

BACKGROUND: The Petitioner, QuikTrip Corporation, is requesting approval of a Final Plat and Road Easement Vacations for the Thompson-QuikTrip Phase 1 subdivision, which consists of three lots of record and two outlots, and is located southwest and southeast of the West Market Street (U.S. 150 / Illinois Route 9) and Wylie Drive intersection.

The property is part of existing Parcel Identification Numbers (PINs) 21-06-102-003 and 21-06-102-004. The majority of the subject parcels currently exist as farm land, with the exception of a house and some outbuildings located at the southeast corner of West Market Street and Wylie Drive. The proposed development includes a fueling center, located at the southwest corner of West Market Street and Wylie Drive, with the area further to the south remaining as farm land. The parcels are within the corporate limits of the City of Bloomington (Annexed per Ordinance Number 2022-36, passed April 5, 2022) where the northern portion of the property (Lots 1, 2, 3, and Outlots A & B) is zoned B-1 (General Commercial) District and the southern portion of the property (Future Phase) is zoned A (Agriculture) District.

The Final Plat includes Road Easement vacations and the dedication of new utility easements. The utility companies have no objection to the proposed changes. The Final Plat also includes the dedication of right of way for a new public street, Keen Crossing, and the extension of two existing public streets, JC Parkway and Wylie Drive. Portions of the extensions of JC Parkway and Wylie Drive, along with an adjacent section of Bloomington Heights Road, are proposed to be constructed or reconstructed as part of the currently proposed development. Keen Crossing and the further extensions of JC Parkway and Wylie Drive will be constructed at a later date as the adjacent properties develop. The subject construction provides the necessary public utility infrastructure including a public sanitary sewer extension as described in the Annexation Agreement (see Resolution Number 2022-12, passed April 25, 2022). A surety, such as a bond or letter of credit, is required to assure the construction of public improvements.

A tap-on fee is a fee paid by the landowner/developer so that the City can recoup its cost to install public infrastructure. Tap-on fees have been waived for this construction per the

Annexation Agreement. See the attached tap-on memo for additional information.

The Final Plat complies with City engineering standards (Manual of Practice and Chapter 24 of City Code). City staff have no objections to the plat.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: QuikTrip Corporation

FINANCIAL IMPACT: QuikTrip Corporation paid all survey and plat costs. Tap-on fees are not required.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: 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-1.5 (Plan for appropriate and safe access to major surface transportation facilities, including arterial and collector streets), and Goal ED-1 (Ensure a broad range of employment opportunities for all residents), Objective ED-1.2 (Leverage community assets in attracting business).

Respectfully submitted for consideration.

Prepared by: Steven Law, Senior Civil Engineer

ATTACHMENTS:
DOES 1B Ordinance
DOES 1C Final Plat
DOES 1D Owners Petition
DOES 1E County Clerks Certificate
DOES 1F Owners Certificate
DOES 1G School District Certificate
DOES 1H Final Plat Checklist
DOES 1I Final Plat Map
DOES 1J Tap On Memo
DOES 1K Drainage Statement
DOES 1L Utility Sign-offs

ORDINANCE NO. 2024 - _____

AN ORDINANCE APPROVING THE FINAL PLAT OF THOMPSON-QUIKTRIP PHASE 1

WHEREAS, there was heretofore filed with the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of Thompson-QuikTrip Phase 1, dated July 24, 2024, legally described in Exhibit “A” and depicted in Exhibit “B”, attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition requests no exemptions or variations from the provisions of the Bloomington City Code; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided and the Final Plat attached to said Petition was prepared in compliance with the requirements of the Bloomington City Code.

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

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

SECTION 2. The Final Plat of Thompson-QuikTrip Phase 1, dated July 24, 2024, is hereby approved, subject to minor technical modifications. Performance Guarantees are due prior to recording.

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

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

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

PASSED this 12th day of August 2024.

APPROVED this _____ day of August 2024.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

EXHIBIT A
LEGAL DESCRIPTION

A tract of land being part of Lots 1-5, 9-10 and 21-23 and All Lots 6-8 and 11-16 C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois, and being described as follows:

Beginning at the Northwest corner of Lot 2 of First Addition to Bert's Subdivision, a subdivision filed for record under Plat in Document Number 73-5847, said point being in the Southern right of way line of Bloomington Heights Road; thence leaving said right of way South 00 degrees 49 minutes 17 seconds East along the West line of said Lot 2 a distance of 181.34 feet to a point in the North line of Lot 1 of Bert's Subdivision, a subdivision filed for record under Plat in Document Number 71-3101; thence South 89 degrees 10 minutes 43 seconds West along the North line of said Lot 1 a distance of 68.00 feet to a point being the Northwest corner of said Lot 1; thence South 00 degrees 49 minutes 17 seconds East along the West line of said Lot 1 a distance of 195.00 feet to the Southwest corner thereof; thence leaving Lot 1 South 89 degrees 10 minutes 43 seconds West a distance of 132.00 feet to a point; thence South 00 degrees 21 minutes 47 seconds East a distance of 175.00 feet to a point in the North line of Bert Street (AKA Jefferson); thence South 89 degrees 10 minutes 49 seconds West along said Bert Street a distance of 213.43 feet to a point; thence leaving said Bert Street South 01 degrees 02 minutes 42 seconds East along the West line of Bloomington Heights, a subdivision according to the Plat thereof recorded May 31, 1907 in Book 6, Page 148 in The McLean County Records a distance of 501.67 feet to a point; thence North 89 degrees 18 minutes 04 seconds West a distance of 211.57 feet to a point; thence South 01 degrees 02 minutes 42 seconds East a distance of 215.29 feet to a point in the North line of the Peoria, Bloomington and Champaign Traction Company; thence North 89 degrees 18 minutes 04 seconds West along said North line of Traction Company a distance of 1550.45 feet to a point in the West line of Section 6, Township 23 North, Range 2 East of the 3rd Principal Meridian; thence along said Range line North 00 degrees 58 minutes 07 seconds West a distance of 2164.69 feet to a point in the Southern right of way line of West Market Street (width varies, AKA U.S. 150 - State Highway 9); thence along said right of way South 74 degrees 12 minutes 47 seconds East a distance of 683.52 feet to a point; thence South 78 degrees 01 minutes 37 seconds East a distance of 240.00 feet to a point; said point being in the Western right of way line of Bloomington Heights Road; thence South 88 degrees 54 minutes 45 seconds East across Bloomington Heights Road a distance of 132.38 feet to a point; thence continuing along West Market Street South 78 degrees 01 minutes 37 seconds East a distance of 785.04 feet; thence South 72 degrees 34 minutes 34 seconds East a distance of 473.72 feet to a point in the Western right of way line of Interstate 55; thence South 54 degrees 29 minutes 58 seconds East along said Interstate 55 a distance of 124.06 feet to a point; thence continuing along said Interstate South 27 degrees 11 minutes 58 seconds East a distance of 284.39 feet to a point; thence South 38 degrees 51 minutes 31 seconds West a distance of 65.95 feet to a point of curve to the left being in the North right of way line of Bloomington Heights Road; thence along Bloomington Heights Road along a curve to the left having a radius of 833.94 feet an arc distance of 288.34 and a chord bearing and distance of North 58 degrees 19 minutes 59

seconds West 286.90 feet to a point; thence leaving said Northern right of way line South 00 degrees 49 minutes 17 seconds East a distance of 143.12 to a point in the Southern right of way line of Bloomington Heights Road being the point of beginning and containing 88.1 Acres, more or less.

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

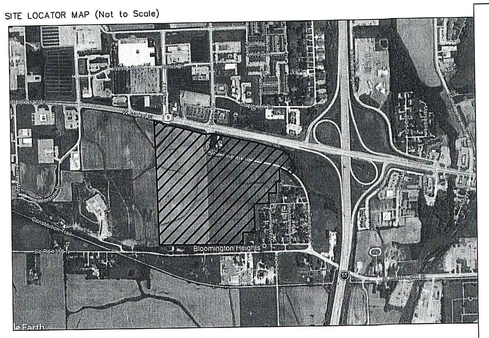
PINs: 21-06-102-003 and 21-06-102-004

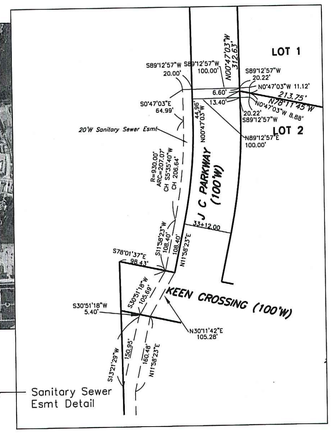
EXHIBIT B
PLAT – SEE FOLLOWING ATTACHMENT (PW 1C – Final Plat)

FINAL PLAT OF "THOMPSON–QUIKTRIP PHASE 1" A SUBDIVISION OF A TRACT OF LAND BEING PART OF LOTS 1–5, 9–10 AND 21–23, AND ALL LOTS 6–8 AND 11–16 C. A. NAFZIGER'S SUBDIVISION Being Part of the Northwest Quarter of Section 6, Township 23 North, Range 2 East, Third Principal Meridian

City of Bloomington, McLean County, Illinois

SITE LOCATOR MAP (Not to Scale)





CITY CLERK'S CERTIFICATE

State of Illinois)
)ss
County of McLean)

I, Leslie Smith–Yocum, City Clerk of the City of Bloomington, Illinois, do hereby certify that the foregoing is a true and complete copy of an original "THOMPSON–QUIKTRIP PHASE 1", presented, passed and approved at a regular meeting of said City Council held on the _____ day of _____, 2024, by an affirmative vote of the majority of all members of said Council, the vote having been taken by yeas and nays and entered on the record of the proceedings of said Council.

Witness my hand and seal of said City of Bloomington, this _____ day of _____, A.D. 2024.

_____
LESLIE SMITH–YOCUM, City Clerk

CITY ENGINEER'S CERTIFICATE

State of Illinois)
)ss
County of McLean)

I, Kevin Kothe, City Engineer for the City of Bloomington, hereby certify that the land improvements described in the annexed plat and the plans and specifications therefor meet the minimum requirements for said City of Bloomington outlined in Chapter 24 of the Bloomington City code.

Dated at Bloomington, Illinois, this _____ day of _____, 2024.

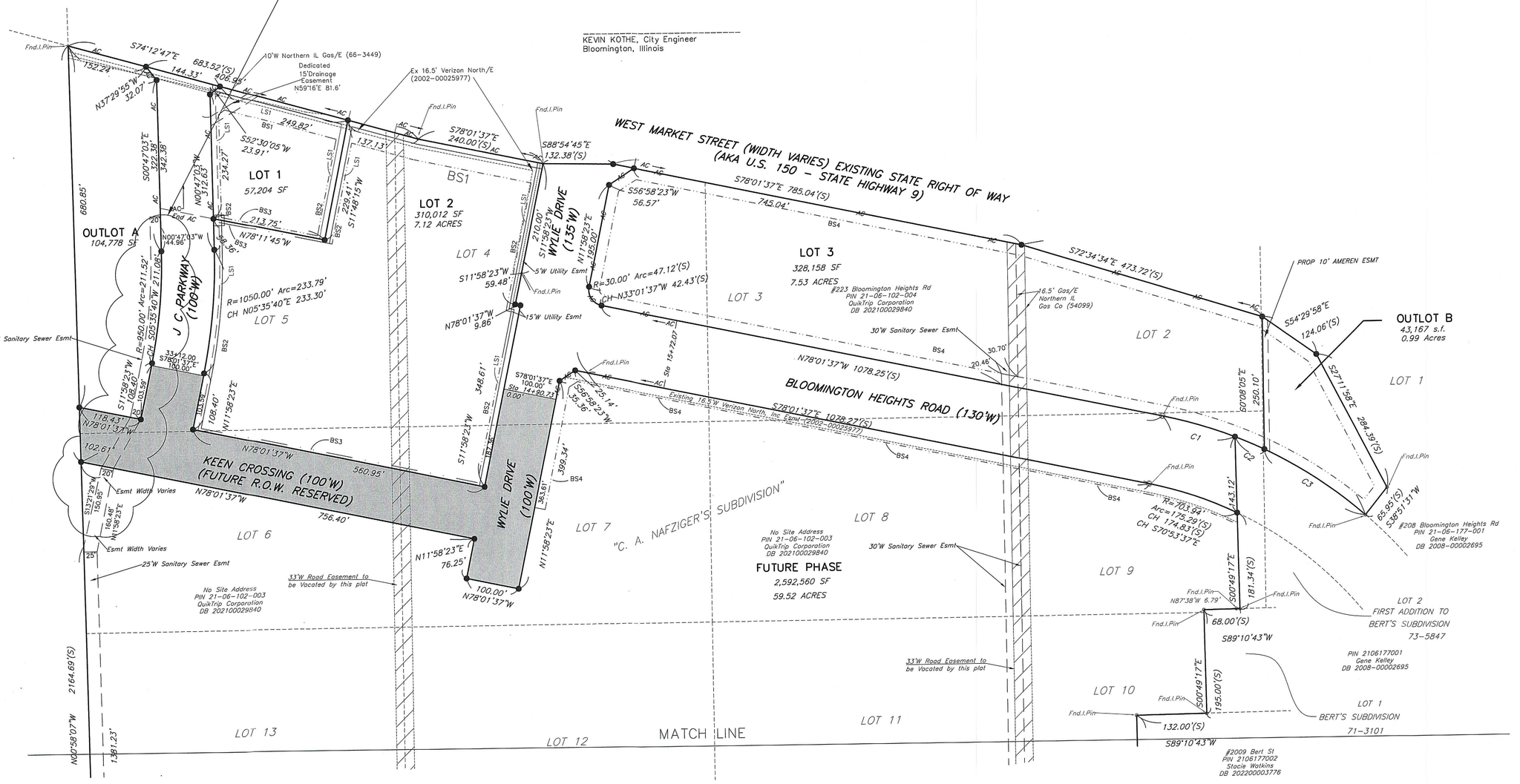
_____
KEVIN KOTHE, City Engineer
Bloomington, Illinois

CURVE TABLE				
Curve	Radius	Arc Distance	Chord Bearing	Chord Distance
C1	R=833.94'	Arc=142.49'(S)	N73°07'59"W	142.32'
C2	R=833.94'	Arc=60.32'(S)	N66°09'58"W	60.31'
C3	R=833.94'	Arc=228.02'(S)	N56°15'40"W	227.31'

SETBACK TABLE	
Setback	Size/Type
BS1	40' Building Setback
BS2	15' Building Setback
BS3	5' Building Setback
BS4	20' Building Setback
LS1	10' Landscape Setback

SCALE: 1"=100'
0 50' 100' 150' 200'

● Set Iron Pin
○ Found Iron Pin
AC = no access



SURVEYOR'S NOTES:
1) Flood Zone X – area of minimal flood hazard, Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) 17113C0481E. dated 7/16/2008
2) Basis of Bearings Grid North determined by using Trimble VRS NOW real time kinematic
3) Total Acres: 88.1 Acres
4) School District CUSD 5 Normo
5) Parcel Identification Numbers are 21-06-102-003 and 21-06-102-004

Owner/Developer: QuikTrip Corporation
4705 S 19th East Av
Tulsa, OK 74134-7008
Phone: (918) 615-7700

Engineer: Midwest Design Group, LLC
Darla Holman, PE
PO Box 860015
Shawnee, KS 66286-0015
Phone: (913-530-4706)
darla@mdg-kc.com

Surveyor: SWT Design Inc
Mark Wiley
7722 Big Bend Blvd
St Louis, Missouri 63119
Phone 314-644-5700
markw@swtdesign.com

SWT DESIGN
7722 Big Bend Blvd.
St. Louis, MO 63119
t. 314.644-5700

QUIKTRIP #7193

West Market St
Bloomington, IL

FINAL PLAT OF "THOMPSON–QUIKTRIP PHASE 1" A SUBDIVISION OF A TRACT OF LAND BEING PART OF LOTS 1–5, 9–10 AND 21–23, AND ALL LOTS 6–8 AND 11–16 C. A. NAFZIGER'S SUBDIVISION Being Part of the Northwest Quarter of Section 6, Township 23 North, Range 2 East, Third Principal Meridian
City of Bloomington, McLean County, Illinois

PROFESSIONAL LAND SURVEYOR
MARK WAYNE WILEY
035-003712
HILLSBORO MISSOURI
STATE OF ILLINOIS
7-24-24

SWT Design, Inc.
Illinois Design Firm
Land Surveyor/Professional Engineer
License No: 184-008401-0010

Date: 05/10/2023
Field By: N/A
Drafted By: MAG
Checked By: MWW
SWT Project No.: 21271.02.000

Revisions

No.	Description	Date
1	add Gas line Doc	10/02/2023
2	chg bearingments to Phase	10/02/2023
3	review comments	03142024
4	comments from reviewer	05/06/2024
5	changed sewer numbers	06/10/2024
6	take off blank line for sewer esmt	06/10/2024
7	review comments	06/10/2024

Sheet Title
SURVEY

Number
SUV-1

Sheet No. 01 of 02

---- - SURVEY

FINAL PLAT OF "THOMPSON–QUIKTRIP PHASE 1" A SUBDIVISION OF A TRACT OF LAND BEING PART OF LOTS 1–5, 9–10 AND 21–23, AND ALL LOTS 6–8 AND 11–16 C. A. NAFZIGER'S SUBDIVISION Being Part of the Northwest Quarter of Section 6, Township 23 North, Range 2 East, Third Principal Meridian

City of Bloomington, McLean County, Illinois

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SETBACK TABLE	
Setback	Size/Type
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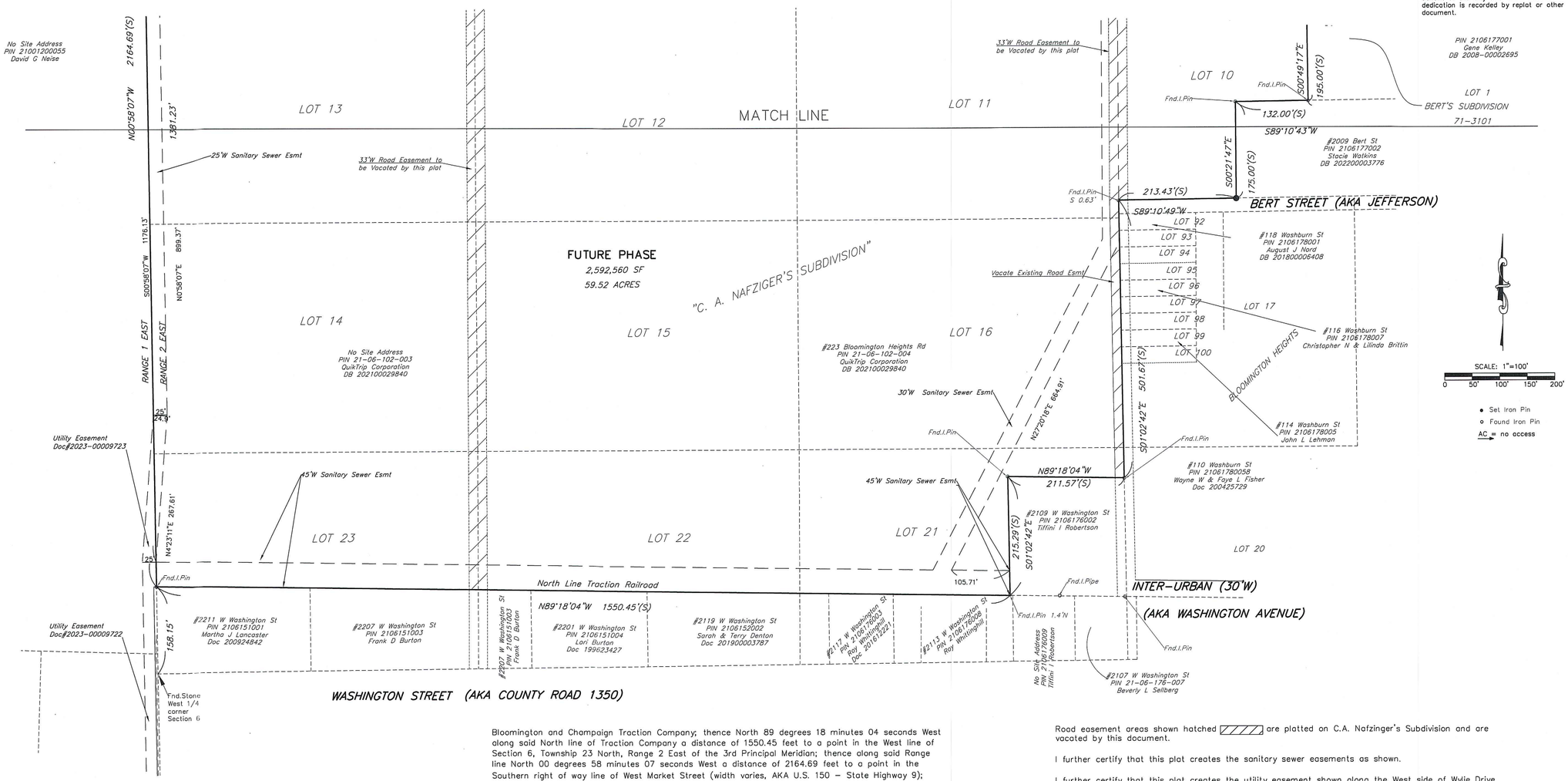
SURVEYOR'S NOTES:
1) Flood Zone X – area of minimal flood hazard, Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) 17113C0481E, dated 7/16/2008
2) Basis of Bearings Grid North determined by using Trimble VRS NOW real time kinematic
3) Total Acres: 88.1 Acres
4) School District CUSD 5 Normal

NOTES:
1) Outlot B to be owned by owner of Lot 2. Deed restrictions should be recorded.
2) Lot 2 provides detention for Lot 1. All other lots shall provide their own privately maintained stormwater detention
3) Future Development area is unbuildable until replatted.
4) Lots along Market Street are subject to access control with the exception of Lot 2.
5) Reserved Right of Way are for the exclusive benefit of the City until such time as dedication is recorded by replat or other document.



SURVEYOR'S CERTIFICATE

State of Missouri)
)ss
County of St Louis)

I, Mark Wayne Wiley, Illinois Professional Land Surveyor No. 035–0003713, do hereby certify that I have surveyed, in accordance with the laws of the State of Illinois, and with the Ordinances of the City of Bloomington, Illinois for the following described property, to wit:

A tract of land being part of Lots 1–5, 9–10 and 21–23 and All Lots 6–8 and 11–16 C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois, and being described as follows:

Beginning at the Northwest corner of Lot 2 of First Addition to Bert's Subdivision, a subdivision filed for record under Plat in Document Number 73–5847, said point being in the Southern right of way line of Bloomington Heights Road; thence leaving said right of way South 00 degrees 49 minutes 17 seconds East along the West line of said Lot 2 a distance of 181.34 feet to a point in the North line of Lot 1 of Bert's Subdivision, a subdivision filed for record under Plat in Document Number 71–3101; thence South 89 degrees 10 minutes 43 seconds West along the North line of said Lot 1 a distance of 68.00 feet to a point being the Northwest corner of said Lot 1; thence South 00 degrees 49 minutes 17 seconds East along the West line of said Lot 1 a distance of 195.00 feet to the Southwest corner thereof; thence leaving Lot 1 South 89 degrees 10 minutes 43 seconds West a distance of 132.00 feet to a point; thence South 00 degrees 21 minutes 47 seconds East a distance of 175.00 feet to a point in the North line of Bert Street (AKA Jefferson); thence South 89 degrees 10 minutes 49 seconds West along said Bert Street a distance of 213.43 feet to a point; thence leaving said Bert Street South 01 degrees 02 minutes 42 seconds East along the West line of Bloomington Heights, a subdivision according to the Plat thereof recorded May 31, 1907 in Book 6, Page 148 in The McLean County Records a distance of 501.67 feet to a point; thence North 89 degrees 18 minutes 04 seconds West a distance of 211.57 feet to a point; thence South 01 degrees 02 minutes 42 seconds East a distance of 215.29 feet to a point in the North line of the Peoria, Bloomington and Champaign Traction Company; thence North 89 degrees 18 minutes 04 seconds West along said North line of Traction Company a distance of 1550.45 feet to a point in the West line of Section 6, Township 23 North, Range 2 East of the 3rd Principal Meridian; thence along said Range line North 00 degrees 58 minutes 07 seconds West a distance of 2164.69 feet to a point in the Southern right of way line of West Market Street (width varies, AKA U.S. 150 – State Highway 9); thence along said right of way South 74 degrees 12 minutes 47 seconds East a distance of 683.52 feet to a point; thence South 78 degrees 01 minutes 37 seconds East a distance of 240.00 feet to a point; said point being in the Western right of way line of Bloomington Heights Road; thence South 88 degrees 54 minutes 45 seconds East across Bloomington Heights Road a distance of 132.38 feet to a point; thence continuing along West Market Street South 78 degrees 01 minutes 37 seconds East a distance of 785.04 feet; thence South 72 degrees 34 minutes 34 seconds East a distance of 473.72 feet to a point in the Western right of way line of Interstate 55; thence South 54 degrees 29 minutes 58 seconds East along said Interstate 55 a distance of 124.06 feet to a point; thence continuing along said Interstate South 27 degrees 11 minutes 58 seconds East a distance of 284.39 feet to a point; thence South 38 degrees 51 minutes 31 seconds West a distance of 65.95 feet to a point of curve to the left being in the North right of way line of Bloomington Heights Road; thence along Bloomington Heights Road along a curve to the left having a radius of 833.94 feet an arc distance of 288.34 and a chord bearing and distance of North 58 degrees 19 minutes 59 seconds West 286.90 feet to a point; thence leaving said Northern right of way line South 00 degrees 49 minutes 17 seconds East a distance of 143.12 to a point in the Southern right of way line of Bloomington Heights Road being the point of beginning and containing 88.1 Acres, more or less.

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

I further certify that I have subdivided the same into 3 lots, 2 outlots and streets as shown on the attached plat and further certifies that it contains 88.1 acres.

Iron pins identify all lot corners as shown on said plat and all measurements are given in feet and decimals thereof.

All streets and easements designated on said plat are dedicated for public use, except as otherwise dedicated.

Said subdivision is to be known as "THOMPSON–QUIKTRIP PHASE 1", City of Bloomington, McLean County, Illinois.

Road easement areas shown hatched ▨ are platted on C.A. Nafzinger's Subdivision and are vacated by this document.

I further certify that this plat creates the sanitary sewer easements as shown.

I further certify that this plat creates the utility easement shown along the West side of Wylie Drive as labeled.

I further certify that the foregoing plat accompanying this certificate correctly represents the above described property as subdivided.

I further certify that no portion of said subdivision lies within 500 feet of any surface drain or water course serving a tributary area of 640 acres or more.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 2nd day of April, 2024.

MARK WAYNE WILEY IL PLS 035–003713
Expiration: November 30, 2024
SWT Design Inc
7722 Big Bend Blvd
St Louis, Missouri 63119

---- - SURVEY

SWT DESIGN
7722 Big Bend Blvd.
St. Louis, MO 63119
t. 314.644.5700

QUIKTRIP #7193

West Market St
Bloomington, IL

FINAL PLAT OF "THOMPSON–QUIKTRIP PHASE 1" A SUBDIVISION OF A TRACT OF LAND BEING PART OF LOTS 1–5, 9–10 AND 21–23, AND ALL LOTS 6–8 AND 11–16 C. A. NAFZIGER'S SUBDIVISION Being Part of the Northwest Quarter of Section 6, Township 23 North, Range 2 East, Third Principal Meridian
City of Bloomington, McLean County, Illinois

SWT Design, Inc.
Illinois Design Firm
Land Surveyor/Professional Engineer
License No: 184-008401-0010

Date: 05/10/2023
Field By: N/A
Drafted By: MAG
Checked By: MWW
SWT Project No.: 21271.02.000

Revisions

No.	Description	Date
1	add Gas line Doc	10/02/2023
2	chg Development to Phase	10/02/2023
3	review comments	03/14/2024
4	comments from reviewer	05/06/2024
5	changed street numbers	06/10/2024
6	add 20' ut line for sewer esmt	06/10/2024
7	review comments	06/10/2024

Sheet Title
FINAL PLAT OF SURVEY

Number
SUV-1
Sheet No. 02 of 02

PETITION FOR APPROVAL OF FINAL PLAT

STATE OF MISSOURI)
) ss.
COUNTY OF ST. LOUIS)

Now Comes QUIKTRIP CORPORATION, an Oklahoma Corporation, (hereinafter referred to as your "Petitioner"), respectfully representing and requesting as follows:

1. Petitioner is the owner of the freehold estate of the premises hereinafter legally described in Exhibit A attached hereto and incorporated herein (hereinafter referred to as the "Premises") and depicted by the Final Plat of THOMPSON – QUIKTRIP PHASE I SUBDIVISION in the City of Bloomington, McLean County, Illinois prepared by the SWT Design, Inc., on July 24, 2024, which is attached hereto and incorporated herein.

2. Petitioner seeks approval of the Final Plat for the subdivision of the Premises to be known and described as THOMPSON – QUIKTRIP PHASE I SUBDIVISION in the City of Bloomington, McLean County, Illinois.

Wherefore, your Petitioner respectfully prays that the THOMPSON – QUIKTRIP PHASE I SUBDIVISION in the City of Bloomington, McLean County, Illinois, submitted herewith, be approved.

Respectfully submitted,

QUIKTRIP CORPORATION

By: _____
Truitt Priddy, Division Real Estate Manager

Prepared by:
John L. Pratt
Meyer Capel, A Professional Corporation
201 E. Grove Street, Suite 100
Bloomington, IL 61701
(309) 829-9486

Exhibit A

Legal Description

A tract of land being part of Lots 1-5, 9-10 and 21-23 and All Lots 6-8 and 11-16 C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois, and being described as follows:

Beginning at the Northwest corner of Lot 2 of First Addition to Bert's Subdivision, a subdivision filed for record under Plat in Document Number 73-5847, said point being in the Southern right of way line of Bloomington Heights Road; thence leaving said right of way South 00 degrees 49 minutes 17 seconds East along the West line of said Lot 2 a distance of 181.34 feet to a point in the North line of Lot 1 of Bert's Subdivision, a subdivision filed for record under Plat in Document Number 71-3101; thence South 89 degrees 10 minutes 43 seconds West along the North line of said Lot 1 a distance of 68.00 feet to a point being the Northwest corner of said Lot 1; thence South 00 degrees 49 minutes 17 seconds East along the West line of said Lot 1 a distance of 195.00 feet to the Southwest corner thereof; thence leaving Lot 1 South 89 degrees 10 minutes 43 seconds West a distance of 132.00 feet to a point; thence South 00 degrees 21 minutes 47 seconds East a distance of 175.00 feet to a point in the North line of Bert Street (AKA Jefferson); thence South 89 degrees 10 minutes 49 seconds West along said Bert Street a distance of 213.43 feet to a point; thence leaving said Bert Street South 01 degrees 02 minutes 42 seconds East along the West line of Bloomington Heights, a subdivision according to the Plat thereof recorded May 31, 1907 in Book 6, Page 148 in The McLean County Records a distance of 501.67 feet to a point; thence North 89 degrees 18 minutes 04 seconds West a distance of 211.57 feet to a point; thence South 01 degrees 02 minutes 42 seconds East a distance of 215.29 feet to a point in the North line of the Peoria, Bloomington and Champaign Traction Company; thence North 89 degrees 18 minutes 04 seconds West along said North line of Traction Company a distance of 1550.45 feet to a point in the West line of Section 6, Township 23 North, Range 2 East of the 3rd Principal Meridian; thence along said Range line North 00 degrees 58 minutes 07 seconds West a distance of 2164.69 feet to a point in the Southern right of way line of West Market Street (width varies, AKA U.S. 150 - State Highway 9); thence along said right of way South 74 degrees 12 minutes 47 seconds East a distance of 683.52 feet to a point; thence South 78 degrees 01 minutes 37 seconds East a distance of 240.00 feet to a point; said point being in the Western right of way line of Bloomington Heights Road; thence South 88 degrees 54 minutes 45 seconds East across Bloomington Heights Road a distance of 132.38 feet to a point; thence continuing along West Market Street South 78 degrees 01 minutes 37 seconds East a distance of 785.04 feet; thence South 72 degrees 34 minutes 34 seconds East a distance of 473.72 feet to a point in the Western right of way line of Interstate 55; thence South 54 degrees 29 minutes 58 seconds East along said Interstate 55 a distance of 124.06 feet to a point; thence continuing along said Interstate South 27 degrees 11 minutes 58 seconds East a distance of 284.39 feet to a point;

thence South 38 degrees 51 minutes 31 seconds West a distance of 65.95 feet to a point of curve to the left being in the North right of way line of Bloomington Heights Road; thence along Bloomington Heights Road along a curve to the left having a radius of 833.94 feet an arc distance of 288.34 and a chord bearing and distance of North 58 degrees 19 minutes 59 seconds West 286.90 feet to a point; thence leaving said Northern right of way line South 00 degrees 49 minutes 17 seconds East a distance of 143.12 to a point in the Southern right of way line of Bloomington Heights Road being the point of beginning and containing 88.1 Acres, more or less.

PINS: 21-06-102-003 and 21-06-102-004

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

I, KATHY MICHAEL, County Clerk of McLean County, State of Illinois, do hereby certify that on 27 day of June, 2024, there were no delinquent general taxes, unpaid current general taxes, delinquent special assessments or unpaid current special assessments against the tract of land shown on the Final Plat of the THOMPSON – QUIKTRIP PHASE I SUBDIVISION in the City of Bloomington, McLean County, Illinois, attached to this certificate and described in the certificate of the Surveyor attached hereto and to said Plat.

Kathy Michael
KATHY MICHAEL, County Clerk of McLean County, Illinois

Prepared by:
John L. Pratt
Meyer Capel, A Professional Corporation
201 E. Grove Street, Suite 100
Bloomington, IL 61701
(309) 829-9486

OWNER'S CERTIFICATE

KNOW ALL PERSONS BY THESE PRESENTS: That QUIKTRIP CORPORATION, an Oklahoma Corporation, hereby certifies that it is the owner of all the premises embodied in the attached Final Plat of THOMPSON – QUIKTRIP PHASE I SUBDIVISION in the City of Bloomington, McLean County, Illinois, and that it has caused said Plat to be made and that it is a true and correct plat of THOMPSON – QUIKTRIP PHASE I SUBDIVISION in the City of Bloomington, McLean County, Illinois, as laid off in lots and streets by Mark Wayne Wiley, Registered Illinois Land Surveyor No. 035-003713; and it hereby dedicates and sets apart to the City of Bloomington for general utility and public use purposes the areas as shown on said Plat.

In Witness Whereof QUIKTRIP CORPORATION has hereunto set its hands and affixed its seal this 28th day of June, 2024.

QUIKTRIP CORPORATION

By: _____
Truitt Priddy, Division Real Estate Manager

STATE OF ~~OKLAHOMA~~ Missouri)
) SS
COUNTY OF St. Charles)

I, the undersigned Notary Public, in and for said County in the State aforesaid, DO HEREBY CERTIFY, That Truitt Priddy, personally known to me to be the Division Real Estate Manager of QUIKTRIP CORPORATION, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Division Real Estate Manager, he signed and delivered the said instrument of writing as Division Real Estate Manager of said Corporation, and caused the seal of said Corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation as his free and voluntary act, and as the free and voluntary act and deed of said Corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 28th day of June, 2024.

_____
Notary Public

ANNE M. ADAMS
Notary Public - Notary Seal
St Charles County - State of Missouri
Commission Number 14434098
My Commission Expires Apr 27, 2026

Prepared by:
John L. Pratt
Meyer Capel, A Professional Corporation
201 E. Grove Street, Suite 100
Bloomington, IL 61701
(309) 829-9486

Exhibit A

Legal Description

A tract of land being part of Lots 1-5, 9-10 and 21-23 and All Lots 6-8 and 11-16 C. A. Nafziger's Subdivision being part of the Northwest quarter of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois, and being described as follows:

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minutes 17 seconds East a distance of 143.12 to a point in the Southern right of way line of Bloomington Heights Road being the point of beginning and containing 88.1 Acres, more or less.

PINS: 21-06-102-003 and 21-06-102-004

SCHOOL DISTRICT CERTIFICATE

QUIKTRIP CORPORATION, an Oklahoma Corporation, is the owner of the property described in Exhibit A attached hereto and incorporated herein and in the Surveyor's Certificate, which will be known as the THOMPSON – QUIKTRIP PHASE I SUBDIVISION in the City of Bloomington, McLean County, Illinois, and hereby certifies that to the best of its knowledge, said property is located within the boundaries of COMMUNITY UNIT SCHOOL DISTRICT NO. FIVE, McLEAN AND WOODFORD COUNTIES, ILLINOIS.

Dated June 28th, 2024.

QUIKTRIP CORPORATION

By: _____
Truitt Priddy, Division Real Estate Manager

STATE OF ~~OKLAHOMA~~ Missouri)
) SS
COUNTY OF St. Charles)

I, the undersigned Notary Public, in and for said County in the State aforesaid, DO HEREBY CERTIFY, That Truitt Priddy, personally known to me to be the Division Real Estate Manager of QUIKTRIP CORPORATION, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Division Real Estate Manager, he signed and delivered the said instrument of writing as Division Real Estate Manager of said Corporation, and caused the seal of said Corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation as his free and voluntary act, and as the free and voluntary act and deed of said Corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 28th day of June, 2024.

_____
Notary Public

ANNE M. ADAMS
Notary Public - Notary Seal
St Charles County - State of Missouri
Commission Number 14434098
My Commission Expires Apr 27, 2026

Prepared by:
John L. Pratt
Meyer Capel, A Professional Corporation
201 E. Grove Street, Suite 100
Bloomington, IL 61701
(309) 829-9486

QuikTrip Corporation (Thompson-QuikTrip Phase 1)

Date Prepared: 07/24/2024

Shown on Final Plat:		Initial
	Easements shown for all public improvements	SJL
	City Engineer's Signature Block	SJL
	Clerk's Signature Block	SJL
	Areas or facilities to be dedicated to the public	SJL
	Railroad Right of Ways	N/A
	Subdivision Boundaries	SJL
	References to nearest street lines, Township, Sections lines, or monuments.	SJL
	Name of Subdivision	SJL
	Legal Description	SJL
	Existing Parcel Id Number (PIN)	SJL
	Surveyor's statement regarding any Special Flood Hazard Areas.	SJL
	Total Acreage	SJL
	Street Names	SJL
	Proposed Lot numbers (consecutively numbered)	SJL
The following shall be provided:		
	School District Certificate	SJL
	County Clerk's Certificate	SJL
	Owner's Certificate	SJL
	Drainage Statement	SJL
	Owner's Petition	SJL
	Ordinance	SJL
	Utility Company Signoffs	SJL
	Digital PDF Submittal provided to Public Works	SJL
	Digital CAD format submittal provided to Public Works	Not yet
The following requirements shall be met:		
	Final plat retains the design characteristics of a valid Preliminary Plan that has not expired	SJL
	Retains the design characteristics of approved public improvement engineering plans and specifications.	SJL
	Final Plat is signed by IL licensed surveyor	SJL
	Plans for all public improvements approved by Public Works	SJL

City of Bloomington Illinois

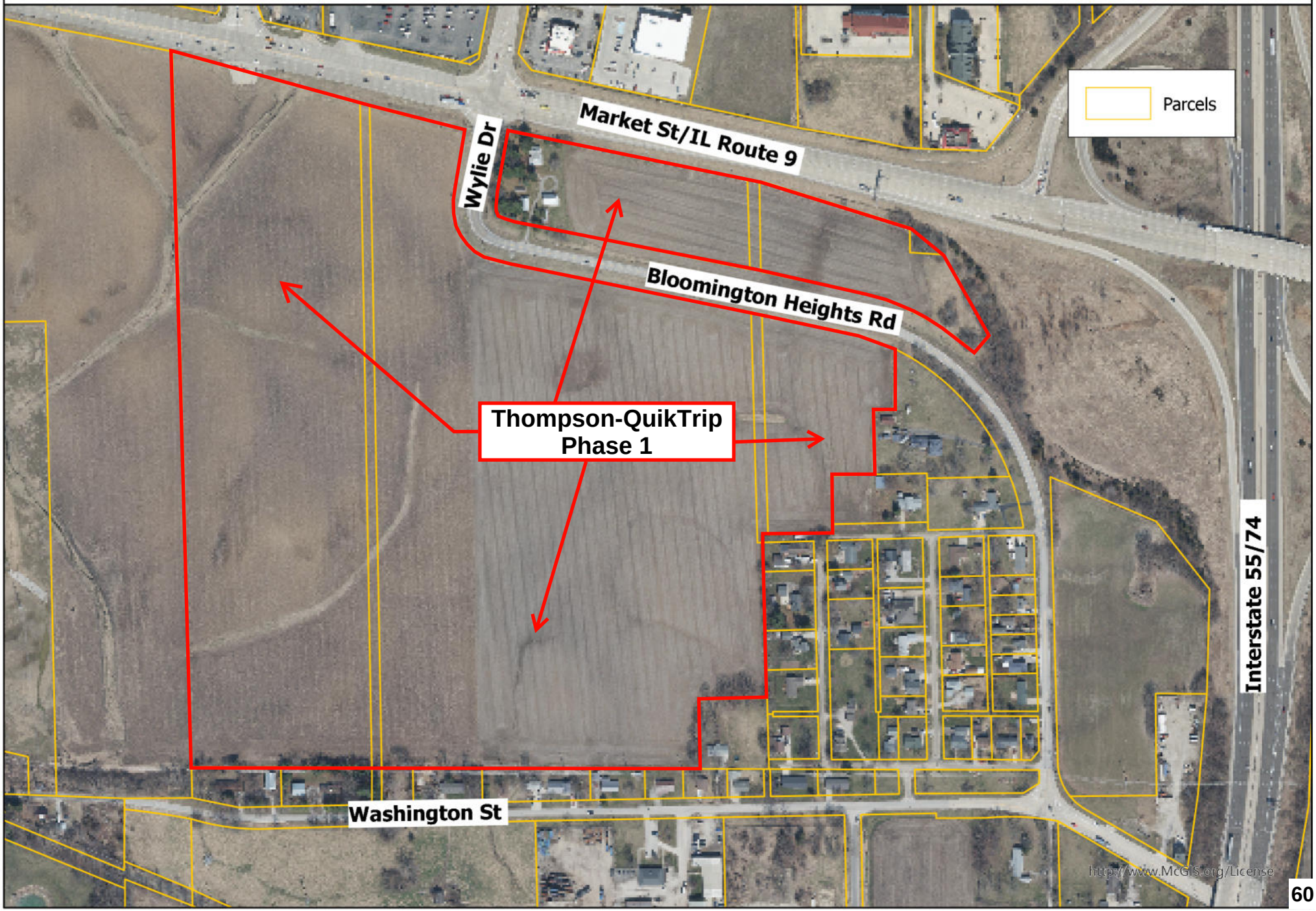
Department of Operations and Engineering Services

Thompson-QuikTrip Phase I

0 500 1,000

Feet

Date: 7/19/2024



CITY OF Bloomington ILLINOIS
PUBLIC WORKS DEPARTMENT

PO Box 3157
Bloomington, IL 61702-3157
www.cityblm.org/publicworks
E-mail: publicworks@cityblm.org
Phone: (309) 434-2225

MEMORANDUM

Date: July 24, 2024
To: Alissa Pemberton, City Planner
From: Steven J. Law, P.E.
Re: **Thompson-QuikTrip Phase 1**
Performance Guarantees and Tap-On Fees

The following are the Performance Guarantee and Tap On fees required from the developer before releasing for recording: **Thompson-QuikTrip Phase 1.** The final plat is scheduled for Council consideration at the August 12, 2024 Council meeting.

A: Tap-On Fees:

The following tap-on fees are due prior to final plat recording:

		Fund Code	***Principal***	***Interest***	***Total***
1					
2					
	Total				NONE

Parcel area:
Frontage on _____:

Per the Annexation Agreement (see Resolution No. 2022-12, passed April 25, 2022) all tap-on fees for water and sanitary sewer have been waived for Lots 1, 2, and 3.

** Interest calculated based on the lower of 6% simple interest or the CPI calculated on the principal using the BLS inflation calculator at (http://www.bls.gov/data/inflation_calculator.htm)

B: Performance Guarantee

110% of Public Improvements	(Site: $114,000 x 1.1)	$125,400.00
10% of Public Imp. For One-Year Warranty	(Sanitary: $716,145 x 0.1)	$71,614.50
110% of Public Improvements	(City Off-Site: $5,213,900 x 1.1)	$5,735,290.00
	TOTAL	$5,932,304.50

Bonds/Guarantees must be in the form(s) and language provided by City Code. Potential bond reductions will be explored as the project items are completed and accepted by the City.

C: Bond for the Improvement of Adjacent Substandard Street

None

cc: Wayne Carl, Director of Operations and Engineering Services
Kevin Kothe, City Engineer
Bob Yehl, Assistant City Engineer
Chris Tomerlin, Finance
file

DRAINAGE STATEMENT

I, DARLA K. HOLMAN, a professional engineer duly licensed under the laws of the State of Illinois, and TRUITT PRIDDY, Division Real Estate Manager of QUIKTRIP CORPORATION, an Oklahoma Corporation, being the owner of the premises heretofore platted by MARK WAYNE WILEY, Professional Land Surveyor No. 035-003713, to be and become "THOMPSON – QUIKTRIP PHASE I SUBDIVISION" in the City of Bloomington, McLean County, Illinois, do hereby state that to the best of their knowledge and belief, the drainage of surface waters will not be changed by the construction of said Subdivision or any part thereof; or that if such surface waters drainage will be changed, reasonable provision has been made for collection and diversion of such surface waters into public areas or drains which the Subdivider has a right to use and that such waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining property because of the construction of the Subdivision.

DARLA K. HOLMAN
Registered Professional Engineer #062-072191

TRUITT PRIDDY, Division Real Estate Manager
QUIKTRIP CORPORATION

Prepared by:
John L. Pratt
Meyer Capel, A Professional Corporation
201 E. Grove Street, Suite 100
Bloomington, IL 61701
(309) 829-9486

GEORGE R. FOILES, P.E. INC.

T.B.P.E. FIRM REGISTRATION F-12660

Construction Management Services
geofoiles@gmail.com

May 16, 2023

Ms. Janet Ahern — ***Sent Via Email: ja1763@att.com***
AT&T
1000 Commerce Drive
Oak Brook, IL 60523
630-573-6414

Re: Proposed QuikTrip #7193 – 2202 W Market Street, Bloomington, IL 61705
Review of Road Easements to be Vacated

Dear Ms. Ahern,

On behalf of QuikTrip Corporation, we request your review of the attached Preliminary Replat / Road Easement Vacation Exhibit for the subject project and formal response by checking/marking the appropriate statement below.

Please sign, date, and submit your response to me at the below address or via email at: geofoiles@gmail.com. Please note that if a response is not received within two (2) weeks of the above listed date, it will be understood that you have no objections to this easement vacate.

We appreciate your cooperation in this matter. Please contact me at 817-798-1986 if you have any questions or need additional information.

Sincerely,

George R. Foiles

The Preliminary Replat / Road Easement Vacation Exhibit for the overall proposed QuikTrip site has been reviewed and the following has been found:

☒ AT&T has reviewed the road vacation drawing exhibit and has no facilities within the (2) road easements proposed to be vacated and therefore has no objections to said vacation(s).

☐ AT&T has reviewed the preliminary replat drawing exhibit and have conflicts and/or need easements for facilities in the proposed subdivision at the following locations. See our attached comments/drawings that reference our conflicts.

Tom Faulkowski Design Engineer Network Services 8/17/23

Name / Title Date

Attachment
cc: Gwen Keen - QT

at&t
AT&T Illinois
1000 Commerce Drive
Oak Brook, IL 60523
Tom Laskowski
Design Engineer
Network Services
T: 630.573.5643
M: 630.779.4722
F: 630.573.5567
tl7895@att.com
USA
Proud Sponsor of the
U.S. Olympic Team

GEORGE R. FOILES, P.E. INC.

T.B.P.E. FIRM REGISTRATION F-12660

Construction Management Services
geofoiles@gmail.com

May 16, 2023

Mr. Lionel Lusardi
Campus Communications
601 N. Country Fair Road
Champaign, IL 61821
888-799-7249

Sent Via Email: llusardi@pavlovmedia.com

Re: Proposed QuikTrip #7193 – 2202 W Market Street, Bloomington, IL 61705
Review of Road Easements to be Vacated

Dear Mr. Lusardi,

On behalf of QuikTrip Corporation, we request your review of the attached Preliminary Replat / Road Easement Vacation Exhibit for the subject project and formal response by checking/marking the appropriate statement below.

Please sign, date, and submit your response to me at the below address or via email at: geofoiles@gmail.com. Please note that if a response is not received within two (2) weeks of the above listed date, it will be understood that you have no objections to this easement vacate.

We appreciate your cooperation in this matter. Please contact me at 817-798-1986 if you have any questions or need additional information.

Sincerely,

George R. Foiles

The Preliminary Replat / Road Easement Vacation Exhibit for the overall proposed QuikTrip site has been reviewed and the following has been found:

☑ Campus Communications has reviewed the road vacation drawing exhibit and has no facilities within the (2) road easements proposed to be vacated and therefore has no objections to said vacation(s).

☐ Campus Communications has reviewed the preliminary replat drawing exhibit and have conflicts and/or need easements for facilities in the proposed subdivision at the following locations. See our attached comments/drawings that reference our conflicts.

VP Finance — 05/17/2023

Name / Title — Date

Attachment
cc: Gwen Keen - QT

GEORGE R. FOILES, P.E. INC.

T.B.P.E. FIRM REGISTRATION F-12660

Construction Management Services
geofoiles@gmail.com

May 16, 2023

Mr. Troy Olson — ***Sent Via Email: tolson@cityblm.org***
Mr. Steve Law — ***Sent Via Email: slaw@cityblm.org***
City of Bloomington
115 E. Washington Street
Bloomington, IL 61701

Re: Proposed QuikTrip #7193 – 2202 W Market Street, Bloomington, IL 61705
Review of Road Easements to be Vacated

Dear Mr. Olson and Law,

On behalf of QuikTrip Corporation, we request your review of the attached Preliminary Replat / Road Easement Vacation Exhibit for the subject project and formal response by checking/marking the appropriate statement below.

Please sign, date, and submit your response to me at the below address or via email at: geofoiles@gmail.com. Please note that if a response is not received within two (2) weeks of the above listed date, it will be understood that you have no objections to this easement vacate.

We appreciate your cooperation in this matter. Please contact me at 817-798-1986 if you have any questions or need additional information.

Sincerely,

George R. Foiles

The Preliminary Replat / Road Easement Vacation Exhibit for the overall proposed QuikTrip site has been reviewed and the following has been found:

☒ City of Bloomington has reviewed the road vacation drawing exhibit and has no facilities within the (2) road easements proposed to be vacated and therefore has no objections to said vacation(s).

☐ City of Bloomington has reviewed the preliminary replat drawing exhibit and have conflicts and/or need easements for facilities in the proposed subdivision at the following locations. See our attached comments/drawings that reference our conflicts.

Steven J. Law — 05/18/2023

Name / Title: Senior Civil Engineer — Date

Attachment
cc: Gwen Keen - QT

GEORGE R. FOILES, P.E. INC.

T.B.P.E. FIRM REGISTRATION F-12660

Construction Management Services
geofoiles@gmail.com

May 16, 2023

Mr. Jason Klein — *Sent Via Email: jason.klein@ftr.com*
Mr. Adam Gangloff — *Sent Via Email: adam.r.gangloff@ftr.com*
Frontier
109 E. Market Street
Bloomington, IL 61701
309-557-1378

Re: Proposed QuikTrip #7193 – 2202 W Market Street, Bloomington, IL 61705
Review of Road Easements to be Vacated

Dear Mr. Klein and Mr. Gangloff,

On behalf of QuikTrip Corporation, we request your review of the attached Preliminary Replat / Road Easement Vacation Exhibit for the subject project and formal response by checking/marking the appropriate statement below.

Please sign, date, and submit your response to me at the below address or via email at: geofoiles@gmail.com. Please note that if a response is not received within two (2) weeks of the above listed date, it will be understood that you have no objections to this easement vacate.

We appreciate your cooperation in this matter. Please contact me at 817-798-1986 if you have any questions or need additional information.

Sincerely,

George R. Foiles

The Preliminary Replat / Road Easement Vacation Exhibit for the overall proposed QuikTrip site has been reviewed and the following has been found:

☒ Frontier has reviewed the road vacation drawing exhibit and has no facilities within the (2) road easements proposed to be vacated and therefore has no objections to said vacation(s).

☐ Frontier has reviewed the preliminary replat drawing exhibit and have conflicts and/or need easements for facilities in the proposed subdivision at the following locations. See our attached comments/drawings that reference our conflicts.

Adam Gangloff - Network Engineer — 05/17/2023
Name / Title — Date

Attachment
cc: Gwen Keen - QT

GEORGE R. FOILES, P.E. INC.

T.B.P.E. FIRM REGISTRATION F-12660

Construction Management Services
geofoiles@gmail.com

October 30, 2023

Rebecca Luginbill
Nicor Gas
1844 Ferry Road
Naperville, IL 60563
603-388-2903

Sent Via Email: x2rlugin@@southernco.com

Re: Proposed QuikTrip #7193 – 2202 W Market Street, Bloomington, IL 61705
Review of Road Easements to be Vacated

Mrs. Luginbill,

On behalf of QuikTrip Corporation, we request your review of the attached Preliminary Final Plat detailing the Road Easement Vacation for the subject project dated 10/02/2023 and formal response by checking/marking the appropriate statement below.

Please sign, date, and submit your response to me at the below address or via email at: geofoiles@gmail.com. Please note that if a response is not received within two (2) weeks of the above listed date, it will be understood that you have no objections to this easement vacate.

We appreciate your cooperation in this matter. Please contact me at 817-798-1986 if you have any questions or need additional information.

Sincerely,

George R. Foiles

The Preliminary Replat / Road Easement Vacation Exhibit for the overall proposed QuikTrip site has been reviewed and the following has been found:

☒ Nicor Gas has reviewed the preliminary final plat showing the existing (2) road easements and has no objections to said vacation(s) of the (2) road easements proposed to be vacated.

☐ Nicor Gas has reviewed the preliminary final platt and have conflicts and/or need easements for facilities in the proposed subdivision at the following locations. See our attached comments/drawings that reference our conflicts.

Rebecca Luginbill - Land Agent 10/30/23

Name / Title Date

Attachment
cc: Gwen Keen - QT

GEORGE R. FOILES, P.E. INC.

T.B.P.E. FIRM REGISTRATION F-12660

Construction Management Services
geofoiles@gmail.com

May 16, 2023

Ms. Lauren Phillips — ***Sent Via Email: lphillips@asginc.us***
Mr. Jason Jarvis — ***Sent Via Email: jason.jarvis@verizon.com***
Verizon Business
219-314-6926

Re: Proposed QuikTrip #7193 – 2202 W Market Street, Bloomington, IL 61705
Review of Road Easements to be Vacated

Dear Ms. Phillips and Mr. Jarvis,

On behalf of QuikTrip Corporation, we request your review of the attached Preliminary Replat / Road Easement Vacation Exhibit for the subject project and formal response by checking/marking the appropriate statement below.

Please sign, date, and submit your response to me at the below address or via email at: geofoiles@gmail.com. Please note that if a response is not received within two (2) weeks of the above listed date, it will be understood that you have no objections to this easement vacate.

We appreciate your cooperation in this matter. Please contact me at 817-798-1986 if you have any questions or need additional information.

Sincerely,

George R. Foiles

The Preliminary Replat / Road Easement Vacation Exhibit for the overall proposed QuikTrip site has been reviewed and the following has been found:

☒ Verizon Business has reviewed the road vacation drawing exhibit and has no facilities within the (2) road easements proposed to be vacated and therefore has no objections to said vacation(s).

☐ Verizon Business has reviewed the preliminary replat drawing exhibit and have conflicts and/or need easements for facilities in the proposed subdivision at the following locations. See our attached comments/drawings that reference our conflicts.

Name / Title Bob Vezina Engineering Manager Date 11/6/23

Attachment
cc: Gwen Keen - QT

GEORGE R. FOILES, P.E. INC.

T.B.P.E. FIRM REGISTRATION F-12660

Construction Management Services
geofoiles@gmail.com

May 16, 2023

Ms. Lisa Zingula — ***Sent Via Email: locatedesk@windstream.com***
Mr. Scott Builta — ***Sent Via Email: donald.buita@windstream.com***
McLeod USA - Windstream
3200 Washington Blvd
Bellwood, IL 60104

Re: Proposed QuikTrip #7193 – 2202 W Market Street, Bloomington, IL 61705
Review of Road Easements to be Vacated

Dear Ms. Zingula and Mr. Builta,

On behalf of QuikTrip Corporation, we request your review of the attached Preliminary Replat / Road Easement Vacation Exhibit for the subject project and formal response by checking/marking the appropriate statement below.

Please sign, date, and submit your response to me at the below address or via email at: geofoiles@gmail.com. Please note that if a response is not received within two (2) weeks of the above listed date, it will be understood that you have no objections to this easement vacate.

We appreciate your cooperation in this matter. Please contact me at 817-798-1986 if you have any questions or need additional information.

Sincerely,

George R. Foiles

The Preliminary Replat / Road Easement Vacation Exhibit for the overall proposed QuikTrip site has been reviewed and the following has been found:

- ☒ McLeod USA - Windstream has reviewed the road vacation drawing exhibit and has no facilities within the (2) road easements proposed to be vacated and therefore has no objections to said vacation(s).

- ☐ McLeod USA - Windstream has reviewed the preliminary replat drawing exhibit and have conflicts and/or need easements for facilities in the proposed subdivision at the following locations. See our attached comments/drawings that reference our conflicts.

Scott Builta — 6/1/2023
Name / Title — Date

Attachment
cc: Gwen Keen - QT

GEORGE R. FOILES, P.E. INC.

T B P E FIRM REGISTRATION F-12660

Construction Management Services
geofoiles@gmail.com

May 16, 2023

Mr. Nate Hill
Ms. Daylyn Wells
Ameren Illinois
#6 Executive Drive
Collinsville, IL 62234

Sent Via Email: nhill2@ameren.com
Sent Via Email: dwells4@ameren.com

Re: Proposed QuikTrip #7193 – 2202 W Market Street, Bloomington, IL 61705
Review of Road Easements to be Vacated

Dear Mr. Hill & Ms. Wells,

On behalf of QuikTrip Corporation, we request your review of the attached Preliminary Replat / Road Easement Vacation Exhibit for the subject project and formal response by checking/marking the appropriate statement below.

Please sign, date, and submit your response to me at the below address or via email at: geofoiles@gmail.com. Please note that if a response is not received within two (2) weeks of the above listed date, it will be understood that you have no objections to this easement vacate.

We appreciate your cooperation in this matter. Please contact me at 817-798-1986 if you have any questions or need additional information.

Sincerely,

George R. Foiles

The Preliminary Replat / Road Easement Vacation Exhibit for the overall proposed QuikTrip site has been reviewed and the following has been found:

☒ Ameren Illinois has reviewed the road vacation drawing exhibit and has no facilities within the (2) road easements proposed to be vacated and therefore has no objections to said vacation(s).

☐ Ameren Illinois has reviewed the preliminary replat drawing exhibit and have conflicts and/or need easements for facilities in the proposed subdivision at the following locations. See our attached comments/drawings that reference our conflicts.

JASON ZUMWALT AMEREN ILLINOIS 9-22-23
Name / Title SR. REAL ESTATE AGENT Date

Attachment
cc: Gwen Keen - QT

GEORGE R. FOILES, P.E. INC.

T.B.P.E. FIRM REGISTRATION F-12660

Construction Management Services
geofoiles@gmail.com

May 16, 2023

Ms. Reena Thomas — ***Sent Via Email: reena_thomas@comcast.com***
Mr. Robert Schulter, Jr. — ***Sent Via Email: bob_schulter@comcast.com***
Comcast
688 Industrial Drive
Elmhurst, IL 60126

Re: Proposed QuikTrip #7193 – 2202 W Market Street, Bloomington, IL 61705
Review of Road Easements to be Vacated

Dear Ms. Thomas and Mr. Schulter,

On behalf of QuikTrip Corporation, we request your review of the attached Preliminary Replat / Road Easement Vacation Exhibit for the subject project and formal response by checking/marking the appropriate statement below.

Please sign, date, and submit your response to me at the below address or via email at: geofoiles@gmail.com. Please note that if a response is not received within two (2) weeks of the above listed date, it will be understood that you have no objections to this easement vacate.

We appreciate your cooperation in this matter. Please contact me at 817-798-1986 if you have any questions or need additional information.

Sincerely,

George R. Foiles

The Preliminary Replat / Road Easement Vacation Exhibit for the overall proposed QuikTrip site has been reviewed and the following has been found:

- ☒ Comcast has reviewed the road vacation drawing exhibit and has no facilities within the (2) road easements proposed to be vacated and therefore has no objections to said vacation(s).
- ☐ Comcast has reviewed the preliminary replat drawing exhibit and have conflicts and/or need easements for facilities in the proposed subdivision at the following locations. See our attached comments/drawings that reference our conflicts.

Ted Wyman / RIGHT-OF-WAY ENGINEER — 5-18-23
Name / Title — Date

Attachment
cc: Gwen Keen - QT

GEORGE R. FOILES, P.E. INC.

T.B.P.E. FIRM REGISTRATION F-12660

Construction Management Services
geofoiles@gmail.com

May 16, 2023

Mr. Joseph Huffman
Stratus Networks
4700 N. Prospect Road
Peoria Heights, IL 61616
309-222-2080

Sent Via Email: jhuffman@stratusnet.com
jcarr@stratus net. com

Re: Proposed QuikTrip #7193 – 2202 W Market Street, Bloomington, IL 61705
Review of Road Easements to be Vacated

Dear Mr. Huffman,

On behalf of QuikTrip Corporation, we request your review of the attached Preliminary Replat / Road Easement Vacation Exhibit for the subject project and formal response by checking/marking the appropriate statement below.

Please sign, date, and submit your response to me at the below address or via email at: geofoiles@gmail.com. Please note that if a response is not received within two (2) weeks of the above listed date, it will be understood that you have no objections to this easement vacate.

We appreciate your cooperation in this matter. Please contact me at 817-798-1986 if you have any questions or need additional information.

Sincerely,

George R. Foiles

The Preliminary Replat / Road Easement Vacation Exhibit for the overall proposed QuikTrip site has been reviewed and the following has been found:

☑ Stratus Networks has reviewed the road vacation drawing exhibit and has no facilities within the (2) road easements proposed to be vacated and therefore has no objections to said vacation(s).

☐ Stratus Networks has reviewed the preliminary replat drawing exhibit and have conflicts and/or need easements for facilities in the proposed subdivision at the following locations. See our attached comments/drawings that reference our conflicts.

Jeremy Carr Construction Manager 05/17/2023
Name / ~~Title~~ Date

Attachment
cc: Gwen Keen - QT

CONSENT AGENDA ITEM NO. 7.G.

FOR COUNCIL: August 12, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Authorizing a Construction Agreement with Hoerr Construction, Inc., for the Fiscal Year 2025 Sewer Rehabilitation and CCTV Inspection Program (Bid #2025-07), in the Amount of $1,773,299.60, as requested by the Department of Operations & Engineering Services.

RECOMMENDED MOTION: The proposed Ordinance be approved.

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

STRATEGIC PLAN SIGNIFICANCE:
Objective 2c. Functional, well maintained sewer collection system
Objective 5a. Well-planned City with necessary services and infrastructure

BACKGROUND: If approved, the City will enter into an agreement with Hoerr Construction for the Fiscal Year (FY) 2025 Sewer Rehabilitation and CCTV Inspection program. This scope of work involves the installation of approximately 20,000 feet of sanitary sewer cured-in-place pipe lining (CIPP) of sizes between eight inches and 48 inches.

The project was advertised by the City to solicit competitive bids. Bids were received until 10:00 AM on Thursday, July 23, 2024, electronically via the City's e-Procurement Portal, *OpenGov*. Hoerr Construction was the lowest responsible bidder among four bids opened on July 23. None of the bidders were local firms, and, therefore, the Local Preference Policy does not impact the recommendation. A full bid tabulation is included. Contingency is included in the bid and shall be used for unforeseen issues which may arise during the project. This contingency shall be at the City's sole discretion and any amount not used during the project shall revert to the City and not be paid to the contractor. The contract allows 300 calendar days for the work to be completed from the issuance of the Notice to Proceed.

The work within the proposed contract includes the Base Bid and Additive Alternatives 1, 2, and 3. The Additive Alternatives are additional work and were included in this bid package in case the City received favorable pricing. The original FY 2025 budgeted amount for the project was $2,000,000, and the low bid totaled $1,773,299.60.

Since 2012, the City has televised approximately 296 miles, or 88 percent, of the 336 miles of combination and sanitary sewers using CCTV. By televising the sewers, staff and consultants can determine the condition of the existing sewer system and prioritize sewers to be lined, before potential failures at the surface, and reduce the chances of expensive sewer point repairs that require traditional excavation methods. The sewer rehabilitation contracts prioritize the sewers that require CIPP lining based on such criteria as: Consequences of Failure,

NASSCO Pipeline Assessment Certification Program structural assessment or Likelihood of Failure, and the location of the sewer under major City routes. The City's 2014 Stormwater and Sanitary Sewer Master Plans have recommended spending $3,250,000.00 annually to rehabilitate the City's sewer system.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Bids was released through the City's *OpenGov* portal and advertised in *The Pantagraph* on July 2, 2024.

FINANCIAL IMPACT: If approved, the City will enter into a construction agreement with Hoerr Construction, Inc., for the FY 2025 Sewer Rehabilitation and CCTV Inspection (Bid #2025-07), in the amount of $1,773,299.60. The awarded contract amount of $1,773,299.60 will be paid out of the Sanitary Sewer-Sewer Construction & Improvement account (51101100-72550). This project is included in the FY 2025 Budget as the "Multi-Year Sanitary Sewer Rehabilitation" budgeted at $2,000,000. Stakeholders can locate this in the FY 2025 Budget Book titled "Other Funds & Capital Improvement" on pages 149, 226, 334, 336, and 337.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: Goal UEW-1 (Provide quality public infrastructure within the City to protect public health, safety and the environment), Objective UEW-1.1 (Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs), and Objective UEW-1.7 (Reliable and efficient collections systems (sanitary sewer, combined sewer, and storm sewer systems) to protect public health, safety and the environment)

Respectfully submitted for consideration.

Prepared by: Jonathan Kothe, Civil Engineer I

ATTACHMENTS:
DOES 1B Ordinance
DOES 1C Agreement
DOES 1D Bid Tab
DOES 1E Overall Plan
DOES 1F Completed Sewer Lining
DOES 1G DEI Verification

ORDINANCE NO. 2024-_____

AN ORDINANCE AUTHORIZING A CONSTRUCTION AGREEMENT WITH HOERR CONSTRUCTION, INC., FOR THE FISCAL YEAR 2025 SEWER REHABILITATION & CCTV INSPECTION PROGRAM (BID #2025-07), IN THE AMOUNT OF $1,773,299.60

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

WHEREAS, subject to the provisions of the City Code, City staff recommend approval of an agreement with Hoerr Construction, Inc., for the Fiscal Year 2025 Sewer Rehabilitation & CCTV Inspection Program ("PROJECT") in the amount of $1,773,299.60; and

WHEREAS, PROJECT consists of work necessary to install approximately 20,000 feet of sanitary sewer cured-in-place pipe lining of sizes between 8-48 inches and a contingency; and

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

WHEREAS, City Council has the power to adopt this Ordinance and award the agreement.

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

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

SECTION 2. The City Manager, or designee, are authorized to execute the agreement, and any other necessary documents to effectuate the purchase. The City Manager, or designee, is further authorized to approve work changes or increase the contract amount, up to the contingency set in the contract, to the extent the City Manager finds it to be in the best interests of the City.

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

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

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

PASSED this 12th day of August 2024.

APPROVED this ___ day of August 2024.

CITY OF BLOOMINGTON

_____
Mboka Mwilambwe, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

CITY OF BLOOMINGTON AGREEMENT WITH

Hoerr Construction, Inc.

FOR

FY2025 Sewer Rehabilitation & CCTV Inspection

THIS AGREEMENT, dated this ___ day of August, 2024, is between the City of Bloomington, IL (hereinafter "CITY") and Hoerr Construction, Inc. (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

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

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

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

☑ This Agreement was subject to the following procurement initiative by the CITY: (Bid #2025-07) FY2025 Sewer Rehabilitation & CCTV Inspection (hereinafter "REQUEST"). Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

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

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

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

☑ This Agreement is subject to bonding requirements.

i. It is therefore understood that the VENDOR will furnish, at no expense to the CITY, Payment and Performance Bonds to the CITY in the amount of the contract as stated in Exhibit B executed by the VENDOR and at least two sureties as set forth under the Laws of the State of Illinois, as a guarantee that the VENDOR will timely and faithfully perform the work outlined herein.

ii. Said bond shall be conditioned to save and keep harmless the CITY from any and all claims, demands, losses, suits, costs, expenses, and damages which may be brought, sustained,

or recovered against the CITY by reason of any negligence, default, or failure of the said VENDOR in designing, building, constructing, or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the CITY, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

Section 6. **Default.** Either PARTY shall be in default if it fails to perform all or any part of this Agreement. If either PARTY is in default, the other PARTY may terminate this contract upon giving written notice of such termination to the PARTY in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting PARTY shall be entitled to all remedies as set forth in Section 9 herein, upon the default or violation of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☑ This Agreement calls for the construction of "public works," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130.01 et seq. (hereinafter "ACT"). The ACT requires contractors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus an amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor (hereinafter "DEPARTMENT") publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The DEPARTMENT revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the DEPARTMENT's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to thee DEPARTMENT's website. All contractors and subcontractor rendering services under this Agreement much comply with all requirements of the ACT, including but not limited to all wage requirements and notice and record keeping duties.

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

i. The VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The VENDOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The VENDOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The VENDOR will, in all solicitations or advertisements for employees placed by or on behalf of the VENDOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The VENDOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the VENDOR's legal duty to furnish information.

iv. The VENDOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the VENDOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

i. The VENDOR agrees to provide CITY, or any of their authorized representatives access to any books, documents, papers, and records of the VENDOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

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

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

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

If to VENDOR:

Hoerr Construction, Inc.
1416 County Road 200 North
Goodfield, IL 61742
smartin@hoerr.com

Copy to:

If to CITY:

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

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

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

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

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

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

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

Section 27. **Attorney's Fees.** In the event that any action is filed in relation to this Agreement, the unsuccessful PARTY in the action shall pay to the successful PARTY, in addition to all the sums that either PARTY may be called on to pay, a reasonable sum for the successful PARTY's attorney's fees (including expert witness fees).

Section 28. **Paragraph Headings.** The titles to the paragraphs of this agreement are solely for the convenience of the PARTIES and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

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

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: _____
Its Vice President

By: _____
Its President

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

This project consists of the following major work items:

1. Sewer Lining with Cured-in-Place Pipe (CIPP) Various Sizes up to 20,093 Linear Feet (LF)
2. Point Repairs ------- and other necessary items and incidentals.
3. CCTV Inspection Various Sizes 11,796 Linear Feet (LF)

Start: Date provided on Notice to Proceed
Completion: 300 days following the date provided on Notice to Proceed

Additional terms and procedures documented in the Special Provisions as part of the incorporated Procurement Documents.

EXHIBIT B
COSTS/FEES

The City will be awarding the Base Bid and Alternates 1-3 for a total of **$1,773,229.60**. Line item unit costs and totals are included in the Evaluation Tabulation which has been incorporated in this Agreement as part of the Procurement Documents.

Additional payment terms are included in the Special Provisions as part of the Procurement Documents.

CITY OF BLOOMINGTON
FY2025 SEWER REHABILITATION
PROJECT NO. # 50-18-53006-25-00
Bid No. # 2025-07
Bid Tabulation

Bid Opening Date: 07/23/2024
Bid Opening Time: 10:00 AM

LOW BID

Base Bid				Hoerr Construction, Inc.		Insituform Technologies, USA LLC		National Power Rodding Corp.		SAK Construction, LLC	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	8" Dia. Cured-In-Place Pipe (CIPP)	5664	LF	$32.50	$184,080.00	$35.39	$200,448.96	$38.00	$215,232.00	$41.00	$232,224.00
2	10" Dia. Cured-In-Place Pipe (CIPP)	749	LF	$40.00	$29,960.00	$35.75	$26,776.75	$40.00	$29,960.00	$46.00	$34,454.00
3	12" Dia. Cured-In-Place Pipe (CIPP)	5176	LF	$43.00	$222,568.00	$45.73	$236,698.48	$44.65	$231,108.40	$50.00	$258,800.00
4	15" Dia. Cured-In-Place Pipe (CIPP)	4487	LF	$57.00	$255,759.00	$58.54	$262,668.98	$51.00	$228,837.00	$92.00	$412,804.00
5	18" Dia. Cured-In-Place Pipe (CIPP)	945	LF	$81.00	$76,545.00	$99.83	$94,339.35	$66.20	$62,559.00	$110.00	$103,950.00
6	20"-21" Dia. Cured-In-Place Pipe (CIPP)	1435	LF	$87.00	$124,845.00	$99.12	$142,237.20	$150.00	$215,250.00	$121.00	$173,635.00
7	24" Dia. Cured-In-Place Pipe (CIPP)	652	LF	$102.00	$66,504.00	$126.25	$82,315.00	$165.00	$107,580.00	$152.00	$99,104.00
8	27" Dia. Cured-In-Place Pipe (CIPP)	286	LF	$142.00	$40,612.00	$154.44	$44,169.84	$385.00	$110,110.00	$195.00	$55,770.00
9	Root Cutting	40	HR	$250.00	$10,000.00	$714.93	$28,597.20	$450.00	$18,000.00	$550.00	$22,000.00
10	Lateral Launch	160	HR	$540.00	$86,400.00	$714.93	$114,388.80	$450.00	$72,000.00	$460.00	$73,600.00
11	Heavy Duty Sewer Cleaning, 8"-27" DIA	80	HR	$500.00	$40,000.00	$714.93	$57,194.40	$450.00	$36,000.00	$680.00	$54,400.00
12	Service Lateral Reinstatement	600	EA	$100.00	$60,000.00	$77.96	$46,776.00	$250.00	$150,000.00	$.01	$6.00
13	Removal of Protruding Lateral	85	EA	$350.00	$29,750.00	$178.74	$15,192.90	$500.00	$42,500.00	$365.00	$31,025.00
14	Locate Pipe Defect	10	EA	$250.00	$2,500.00	$714.94	$7,149.40	$200.00	$2,000.00	$55.00	$550.00
15	Manhole Cementitious Coating - Street	40	VF	$345.00	$13,800.00	$296.47	$11,858.80	$600.00	$24,000.00	$420.00	$16,800.00
16	Manhole Cementitious Coating -	10	VF	$600.00	$6,000.00	$468.38	$4,683.80	$600.00	$6,000.00	$460.00	$4,600.00
17	Manhole Replace Bench and Trough	4	EA	$3,400.00	$13,600.00	$7,435.98	$29,743.92	$2,500.00	$10,000.00	$2,300.00	$9,200.00
18	Supply Water - Complete	1	LS	$6,000.00	$6,000.00	$11,918.08	$11,918.08	$2,500.00	$2,500.00	$5,000.00	$5,000.00
19	Traffic Control and Protection	1	LS	$6,000.00	$6,000.00	$27,025.12	$27,025.12	$100,000.00	$100,000.00	$30,000.00	$30,000.00
20	Mobilization	1	LS	$29,000.00	$29,000.00	$137,171.93	$137,171.93	$150,000.00	$150,000.00	$25,000.00	$25,000.00
21	Contingency	1	LS	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00
	Total				**$1,403,923.00**		**$1,681,354.91**		**$1,913,636.40**		**$1,742,922.00**

Additive Alternate 1				Hoerr Construction, Inc.		Insituform Technologies, USA LLC		National Power Rodding Corp.		SAK Construction, LLC	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	48" Dia. Cured-In-Place Pipe (CIPP) (TBD)	699	LF	$335.00	$234,165.00	$410.31	$286,806.69	$500.00	$349,500.00	$478.00	$334,122.00
	Total				**$234,165.00**		**$286,806.69**		**$349,500.00**		**$334,122.00**

Additive Alternate 2				Hoerr Construction, Inc.		Insituform Technologies, USA LLC		National Power Rodding Corp.		SAK Construction, LLC	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	ZIA SYSTEM CONTINUOUS TEMPERATURE MONITORING & DATA COLLECTION (24"-48")	1637	FT	$4.50	$7,366.50	$3.98	$6,515.26	$5.00	$8,185.00	$2.00	$3,274.00
	Total				**$7,366.50**		**$6,515.26**		**$8,185.00**		**$3,274.00**

Additive Alternate 3				Hoerr Construction, Inc.		Insituform Technologies, USA LLC		National Power Rodding Corp.		SAK Construction, LLC	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	CCTV Sewer Inspection, 8" DIA	138	LF	$4.00	$552.00	$3.66	$505.08	$2.50	$345.00	$5.00	$690.00
2	CCTV Sewer Inspection, 10" DIA	598	LF	$4.00	$2,392.00	$3.66	$2,188.68	$2.65	$1,584.70	$5.00	$2,990.00
3	CCTV Sewer Inspection, 12" DIA	1691	LF	$4.00	$6,764.00	$3.66	$6,189.06	$2.80	$4,734.80	$5.00	$8,455.00
4	CCTV Sewer Inspection, 15" DIA	1377	LF	$4.50	$6,196.50	$3.66	$5,039.82	$3.50	$4,819.50	$9.00	$12,393.00
5	CCTV Sewer Inspection, 18" DIA	1081	LF	$4.60	$4,972.60	$3.66	$3,956.46	$4.25	$4,594.25	$9.00	$9,729.00
6	CCTV Sewer Inspection, 24" DIA	178	LF	$5.00	$890.00	$3.66	$651.48	$5.85	$1,041.30	$10.00	$1,780.00
7	CCTV Sewer Inspection, 27" DIA	327	LF	$5.00	$1,635.00	$3.66	$1,196.82	$7.50	$2,452.50	$10.00	$3,270.00
8	CCTV Sewer Inspection, 36" DIA	1727	LF	$5.00	$8,635.00	$8.94	$15,439.38	$10.00	$17,270.00	$14.00	$24,178.00
9	CCTV Sewer Inspection, 48" DIA	766	LF	$5.00	$3,830.00	$14.30	$10,953.80	$15.00	$11,490.00	$14.00	$10,724.00
10	CCTV Sewer Inspection, 60" DIA	188	LF	$6.00	$1,128.00	$28.60	$5,376.80	$15.00	$2,820.00	$16.00	$3,008.00
11	CCTV Sewer Inspection, 90" DIA	1308	LF	$6.00	$7,848.00	$28.60	$37,408.80	$25.00	$32,700.00	$16.00	$20,928.00
12	CCTV Sewer Inspection, 96" DIA	260	LF	$6.00	$1,560.00	$28.60	$7,436.00	$35.00	$9,100.00	$16.00	$4,160.00
13	CCTV Sewer Inspection, 9' x 7' Box Culvert	2157	LF	$6.00	$12,942.00	$28.60	$61,690.20	$55.00	$118,635.00	$18.00	$38,826.00
14	Heavy Duty Sewer Cleaning, 36"-48" DIA	30	HR	$650.00	$19,500.00	$714.94	$21,448.20	$500.00	$15,000.00	$650.00	$19,500.00
15	Heavy Duty Sewer Cleaning, 60"- 96" DIA	30	HR	$650.00	$19,500.00	$714.94	$21,448.20	$500.00	$15,000.00	$650.00	$19,500.00
16	Heavy Duty Sewer Cleaning, 9' x 7' Box Culvert	30	HR	$650.00	$19,500.00	$714.94	$21,448.20	$600.00	$18,000.00	$650.00	$19,500.00
17	Traffic Control and Protection	1	LS	$3,000.00	$3,000.00	$14,389.36	$14,389.36	$50,000.00	$50,000.00	$7,500.00	$7,500.00
18	Mobilization	1	LS	$2,000.00	$2,000.00	$2,859.78	$2,859.78	$50,000.00	$50,000.00	$6,500.00	$6,500.00
19	Contingency	1	LS	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
	Total				**$127,845.10**		**$244,626.12**		**$364,587.05**		**$218,631.00**

TOTAL Base Bid + Additive Alternate 1, 2, & 3				#1 Hoerr Construction, Inc.	#2 Insituform Technologies, USA LLC	#3 National Power Rodding Corp.	#4 SAK Construction, LLC
	Total			**$1,773,299.60**	**$2,219,302.98**	**$2,298,949.00**	**$2,627,723.45**

FY2025 Lining and CCTV

City of Bloomington Illinois

Department of Operations & Engineering

- Lining (Base Bid)
- Lining (ALT 1)
- CCTV (ALT 3)
- Map Page

N W E S

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Date: 6/21/2024

City of Bloomington ILLINOIS
Operations and Engineering

Completed Sewer Lining

N

0 0.5 1 2 Miles

Date: 7/26/2024

Sewer Lining

Year Lined

- 2002 or earlier
- 2007
- FY 2015
- FY 2016
- FY 2017
- FY 2018
- FY 2019
- FY 2020
- FY 2022
- FY 2023
- FY 2024

McGIS-McLean County GIS, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, USFWS

Section V: Verification

The information provided in this Good Faith Efforts Form is true and accurate to the best of my belief.

Signature (Bidder or Authorized Representative) — Date: 7-12-24

CITY OF BLOOMINGTON USE ONLY

On behalf of the City's Diversity, Equity & Inclusion Office, I have reviewed the Good Faith Efforts form and find the completed form to be responsive and in compliance with the requirements of Chapter 16 the City Code.

Signature — Date: 7/22/2024

On behalf of the City's Diversity, Equity & Inclusion Office, I have reviewed the Good Faith Efforts form and find that the participation goals are not met and that good faith efforts were not made as required by Chapter 16 of the City Code. Accordingly, the bidder shall be immediately notified and given five (5) days to appeal this determination.

Signature — Date

CONSENT AGENDA ITEM NO. 7.H.

FOR COUNCIL: August 12, 2024

WARD IMPACTED: Ward 1

SUBJECT: Consideration and Action on an Application from Hurley Entertainment Group, Inc., d/b/a Spotted Dog Tavern, located at 1504 Morrissey Drive, Requesting Approval of a Change in Ownership of the Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Request be approved.

STRATEGIC PLAN LINK:
Goal 3. Grow the Local Economy

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

BACKGROUND: Hurley Entertainment Group, Inc., d/b/a Spotted Dog Tavern (Applicant), located at 1504 Morrissey Drive, is requesting approval of a Change in Ownership for the Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License. The Ownership structure is as follows:

Current Ownership: Hurley Entertainment Group, Inc.,100% (Nick Hurley, 50%, and Jennifer Hurley, 50%)
Proposed Ownership: Hurley Entertainment Group, Inc., 100% (Nick Hurley, 33.33%; Jennifer Hurley, 33.33%; and Carrie Welch, 33.33%)

On July 9, 2024, the Liquor Commissioner positively recommended approval of the request to Council. All license creations, amendments, or transfers are contingent upon compliance with all building, health, and safety codes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, a public notice was published on June 30, 2024, in *The Pantagraph*. 7 notices were mailed to properties adjacent to the applicant's property.

FINANCIAL IMPACT: The current annual license fee for a Class TAS Liquor License is $3,300 and will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2025 Budget Book titled "Budget Overview & General Fund" on page 131. It is also the establishment’s responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: Goal ED-1 (Ensure a broad range of employment opportunities for all residents), Objective ED-1.1 (Focus on retention and

expansion of existing businesses)

Respectfully submitted for consideration.

Prepared by: Shakira Taylor, Administrative Specialist

ATTACHMENTS:
CLK 3B Application_SPOTTED DOG TAVERN
CLK 3C DRAFT Minutes_Spotted Dog

08/01/2024

City Clerk Requirement Verification Memo

To: City Council Review

Re: HURLEY ENTERTAINMENT GROUP, INC. d/b/a SPOTTED DOG TAVERN

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

- Completed Application
- Letter Outlining Change in Ownership with List of Owner Information (Name, Age & Address) and Percentage Owned
- Paid $400 Application Fee

Information Verified During Review

- DBA/Assumed Name Registered with the State of IL
- Entity is in Good Standing with the State of IL

Current Ownership

- 50% Nick Hurley
- 50% Jennifer Hurley

Proposed Ownership

- 33.33% Nick Hurley
- 33.33% Jennifer Hurley
- 33.33% Carrie Welch

Items Due Before License Issuance

- Bond

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

Liquor License Application

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

Legal Entity Name (Corporate/LLC Name)	Hurley Entertainment Group INC
Doing Business As (DBA) OR **Establishment Name** *(Assumed names must be registered with the State of Illinois)*	Spotted Dog Tavern
Legal Entity Address *(including City, State, and Zip)*	1504 Morrissey drive, Bloomington IL 61701
Legal Entity Phone Number	309-585-0378
Legal Entity Email Address	nickhur@hotmail.com
Establishment Address including Zip	1504 Morrissey drive, Bloomington IL 61701
Establishment Phone Number	309-585-0378
Establishment Email Address	nickhur@hotmail.com
***Email Address for ALL City Communications:**	nickhur@hotmail.com

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

BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

Primary Contact:

Name (First & Last)	**City**	**State**	**Zip**
Nicholas Hurley	Palm Harbor	FL	34683
Phone Number	**Email Address**		
[redacted]	[redacted]		

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

Name (First & Last)	**City**	**State**	**Zip**
Richard Marvel	Bloomington	IL	61701
Phone Number	**Email Address**		
[redacted]	[redacted]		

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

Name (First & Last)	**City**	**State**	**Zip**
Carrie Welch	Normal	il	61761
Phone Number	**Email Address**		
[redacted]	[redacted]		

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

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

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

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

Status of Business Information:

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

☐ **Sole Proprietorship**
☐ **Partnership** (Date of Formation: _____)
☐ **Limited Liability Company** (LLC)
A copy of the Articles of Organization must be attached.
● **Corporation** (Inc. or Corp.)
A copy of the Articles of Incorporation must be attached.

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

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

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

1. I verify that all owners, partners, officers, members, and majority stockholders:
   - ● Yes ☐ No Are 21 years of age or older.
   - ● Yes ☐ No Are citizens of the United States.
   - ☐ Yes ● No Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).
   - ☐ Yes ● No Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.
   - ☐ Yes ● No Have never been convicted of pandering or any other crime opposed to decency and morality.
2. Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)
   - 2A ● Yes ☐ No Are any of the persons listed under ownership a resident of McLean County?
   - 2B ● Yes ☐ No Is the General Manager a resident of McLean County?
3. ☐ Yes ● No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?
4. ☐ Yes ● No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?

5. ☐ Yes ● No Is the premises for which the license is sought owned?
5A ● Yes ☐ No If not, does a valid lease to the premises for which the license is sought exist? *If so, a copy of the lease is required.*

☐ Yes ● No Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code in connection with the proposed sale of alcoholic beverages? *If yes, please explain:* _____

Nature of License:

1. What type of establishment is intended to be operated with this license? *(e.g. lounge, tavern, restaurant, wine & cheese shop)* restaurant
2. What class of liquor license is being sought? *(See descriptions beginning on page 1.)* TAS
3. ● Yes ☐ No Will the establishment offer Sunday Sales?
4. ☐ Yes ● No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? *(Package License Holders Only) See City Code Ch. 6 Sec. 32 for more details. https://ecode360.com/34837503*
5. ● Yes ☐ No Will the establishment offer an Outdoor Dining Area?
6. State the reason the applicant desires a liquor license for the establishment: License already exists, Manager is purchasing a percentage of the corporation
7. If approved, how would the liquor license benefit the City and its residents? Established business for 8 years, we have always had a good relationship with the city and the residents
8. ☐ Yes ● No Will the establishment offer live entertainment in the establishment? *If yes, please explain:* _____
9. ● Yes ☐ No Will the proposed or current establishment sell food?
10. ☐ Yes ● No Will most of the establishment's gross revenue come from sources other than the sale of alcohol? *If yes, what sources will such revenue be derived?* _____
11. If approved, what license renewal billing cycle would be preferred? ● Annual ☐ Semi-Annual

Impact of Establishment:

1. What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	6am	1am
Tuesday:	6am	1am
Wednesday:	6am	1am
Thursday:	6am	1am
Friday:	6am	2am
Saturday:	6am	2am
Sunday:	6am	1am

2. Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.) commercial car lots

2A. If there are office or commercial buildings nearby, approximately what are their hours of operation?
no

2B. Is the area predominately residential, are they single or multi-family homes?
no

3. Describe any and all streets immediately surrounding the establishment: *(e.g. approximate width, one-way, two-way, parking restrictions, etc.)* Morrissey drive is the only immediate surrounding street 1/2 block in from veterans
4. How much additional traffic is expected to be generated with a liquor license? same amount as current sales 900K annual
5. Describe any and all on- and off-street parking: large rear parking lot 25 spaces, 6 spaces in front
6. How many establishments with liquor licenses are located within 500 ft. of the establishment? none

Responsibility:

1. If the establishment **is presently in operation**, attach a financial statement of the establishment's last fiscal year.
2. If the establishment **is not presently in operation**, attach a financial statement showing ownerships personal assets and liabilities (or the entity's assets and liabilities).
3. ☒ Yes ☐ No Is the establishment eligible for a State of Illinois retail liquor dealer's license?
4. ☒ Yes ☐ No Has any owner, partner, officer, member, or majority stockholder ever held a liquor license?
   4A If yes, please explain: currently hold the license for this establishment

5. ☐ Yes ☒ No If yes, has any owner, partner, officer, member, or majority stockholder ever been found guilty of violating Bloomington's Liquor Ordinance? *If yes, please explain:* _____

6. ☐ Yes ☒ No Has any owner, partner, officer, member, or majority stockholder ever had a liquor license revoked? *If yes, please explain:* _____

7. ☐ Yes ☒ No Has a similar application made by any of the persons of ownership ever been denied? *If yes, please explain:* _____

8. ☐ Yes ☒ No Has any other license type ever been revoked from any owner, partner, officer, member, or majority stockholder? *If yes, please explain:* _____

Please provide any additional information significant to this application:

Additional License Interests:

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

☐ Yes ☒ No **Sidewalk Café License** *(Downtown Area Only)* Allows use of public sidewalk for serving food and beverages on the sidewalk immediately adjacent to the establishment.

☐ Yes ☒ No **Catering Liquor License** *Allows liquor license holders to provide catering services to private parties.*

☒ Yes ☐ No **Video Gaming License** Allows an establishment to have video gaming terminals and to conduct video gaming on the premises as defined by the Illinois Video Gaming Act.

☐ Yes ☒ No **Public Dancing License** Allows a for-profit establishment to offer dance privileges to the public.

☐ Yes ☒ No **Tobacco License** Allows retail sale of any cigar, cigarette, snuff, chewing tobacco, manufactured product of tobacco or tobacco in any form.

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

I, the undersigned, swear or affirm that:

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

nicholas hurley	owner, president
Name (Please Print)	**Title**
eSigned via SeamlessDocs.com nicholas hurley Key: 5145a77d2cb37259b6755f99f6445473	6/13/2024
Signature	**Date**

MARVEL LAW

221 E. Front Street | Bloomington, IL 61701
309.807.2885

207 S. McLean Street, Ste. 2 | Lincoln, IL 62656
217.803.2940

Richard T. Marvel
Attorney at Law
marvellaw@richmarvel.com
marvellawpc.com

June 13, 2024

City of Bloomington
Attn: Ashley M. Lara
Records & Licensing Specialist
alara@cityblm.org

Re: Liquor License Change of Ownership of Hurley Entertainment Group Inc.

Ms. Lara,

I am in receipt of your email regarding the change of ownership request we have for Liquor and Gaming license Holder Hurley Entertainment Group Inc. Please see the responses below:

A. Ownership Change.
    a. This is a change associated with a transfer of ownership in excess of 5% to Carrie Welch.
    b. License is type is : TAS
    c. No changes to daily operations.
    d. Current ownership and proposed ownership which lists:
        i. Nick Hurley
            1. [redacted], Bloomington, IL 61701
            2. Current Ownership: 50%
            3. Proposed Ownership: 33.33%
            4. Age: [redacted]
        ii. Jennifer Hurley
            1. [redacted], Bloomington, IL 61701
            2. Current Ownership: 50%
            3. Proposed Ownership: 33.33%
            4. Age: [redacted]
        iii. Carrie Welch
            1. Address: [redacted], Normal IL
            2. Proposed Ownership 33.33%
            3. Age: [redacted]
B. Application Requirements.
    a. No documents are impacted by the change of ownership.
        i. All owners are over the age of 21.
        ii. Application is completed and invoice is paid.
C. Hearing Date if at all Possible, please see if this can make the July Liquor Commission.

MARVEL LAW

221 E. Front Street | Bloomington, IL 61701
309.807.2885

207 S. McLean Street, Ste. 2 | Lincoln, IL 62656
217.803.2940

Richard T. Marvel
Attorney at Law
marvellaw@richmarvel.com
marvellawpc.com

Very truly yours,

RICHARD T. MARVEL

RTM/TL
Cc: George Boyle

Mr. Boyle asked if the venue had been hired out by groups or if it was strictly a sports venue. Mr. Hensleigh stated that it was strictly a sports venue, and there had only been one child's birthday since he joined. He noted they had signed contracts with sports clubs for turfs, but they wouldn't have access to the alcohol.

Commissioner Mwilambwe asked if there was anyone in the audience present to speak for or against the item. No one came forward.

Commissioner Mwilambwe closed the Public Hearing at 5:10 p.m.

Commissioner Mwilambwe positively recommended the Item to Council as presented.

Amanda Stutsman, Deputy City Clerk, stated the Item would appear on the August 12, 2024, City Council meeting.

The following item was presented:

Item 5.C. Public Hearing and Action on an Application from Chronister Oil Company, Inc., d/b/a QIK N EZ, located at 1607 Morrissey Drive, Requesting Approval of a Change in Ownership/Corporate Name for their Class PAS.

Commissioner Mwilambwe opened the Public Hearing at 5:11 p.m.

Mr. Boyle mentioned that the request for a change of ownership was described in detail in the packet. He summarized the change of ownership noting the 100% owner passed away and the subsidiary inaccurately reported it, but it was a change in form rather than substance. Due to inaccurate reporting, the business acknowledged fault and paid a $2000 fine. Mr. Boyle stated the business' attorney was in St. Louis, and due to the details of the letter and payment of the fine, attendance was not required. He stated further inquiry could be done next month.

Grant Jones, a Representative of ME Gaming, asked a question about the fine amount compared to the daily video gaming fines.

Mrs. Stutsman stated that his question was not a testimony for the Public Hearing. Mr. Boyle agreed and stated the citation was a matter of public record.

Mrs. Stutsman explained Mr. Jones could file a Freedom of Information Act request for records with the City Clerk Department.

Commissioner Mwilambwe closed the Public Hearing at 5:16 p.m.

Commissioner Mwilambwe positively recommended the Item to Council as presented.

Mrs. Stutsman stated the Item would appear on the August 12, 2024, City Council meeting.

The following item was presented:

Item 5.D. Public Hearing and Action on an Application from Hurley Entertainment Group, Inc., d/b/a Spotted Dog Tavern, located at 1504 Morrissey Drive, Requesting Approval of a Change in Ownership of the Class TAS.

Commissioner Mwilambwe opened the Public Hearing at 5:17 p.m.

Rich Marvel, Attorney for Hurley Entertainment, after being sworn, addressed the Commission. Mr. Marvel stated that they requested a change in ownership. He stated that Carey Walsh had been with the business for five years and had been presented with the opportunity to

buy into the business. He then stated Ms. Walsh was BASSET trained and that no substantial changes would be made to business operations, including to change to the business' hours.

Nick Hurley, President & Partial Owner of Hurley Entertainment Group, and Carey Walsh Hurley, Manager of Spotted Dog, were both sworn in.

City staff had no comments or questions.

Commissioner Mwilambwe asked if there was anyone in the audience present to speak for or against the item. No one came forward.

Commissioner Mwilambwe closed the Public Hearing at 5:18 p.m.

Commissioner Mwilambwe positively recommended the Item to Council as presented.

Mrs. Stutsman stated the Item would appear on the August 12, 2024, City Council meeting.

The following item was presented:

Item 5.E. First Appearance on a Citation Issued to JL Palma, LLC, d/b/a Venue 309, located at 1611 Morrissey Dr. Unit 2, for Violating Chapter 6, Section 102A of the Bloomington City Code Relating to Sale of Alcohol Without a License and Chapter 6, Section 102 of the Bloomington City Code Relating to Failure to Seek Approval or Notify Regarding Change of Ownership.

Mr. Boyle provided an update on the Item and noted the applicant requested an extension of their permit for 140 days. He reminded the Commission that the business did not have a current license. He then discussed procedure.

Commissioner Mwilambwe continued the Item to the August 13, 2024, Liquor Commission Meeting at 4:00 p.m. in the Government Center Chambers.

New Business

No New Business was discussed.

Adjournment

Commissioner Mwilambwe adjourned the meeting.

The Meeting Adjourned at 5:20 p.m.

CITY OF BLOOMINGTON

_____ _____

Mboka Mwilambwe, Commissioner Amanda Stutsman, Deputy City Clerk

DRAFT

CONSENT AGENDA ITEM NO. 7.I.

FOR COUNCIL: August 12, 2024

WARD IMPACTED: Ward 1

SUBJECT: Consideration and Action on an Application from Chronister Oil Company, Inc., d/b/a QIK N EZ, located at 1607 Morrissey Drive, Requesting Approval of a Change in Ownership/Corporate Name for their Class PAS (Packaged Sales, All Types of Alcohol, Sunday) Liquor License, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Requests be approved.

STRATEGIC PLAN LINK:
Goal 3. Grow the Local Economy

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

BACKGROUND: Chronister Oil Company, Inc. (Applicant) is requesting approval of a Change in Ownership/Corporate Name for their Class PAS (Packaged Sales, All Types of Alcohol, Sunday) liquor license. The premises is located at 1607 Morrissey Drive. The liquor license has been held by B, Q, & E, LLC, which is a subsidiary of Chronister Oil Company, Inc. The applicant is requesting approval of a merger of B, Q, & E, LLC into Chronister Oil Company, Inc., and the resulting name change of the licensee to Chronister Oil Company, Inc. No change in operations is planned at the licensed location.

On July 9, 2024, the Liquor Commissioner positively recommended approval of the requested changes to Council. All license creations, amendments, or transfers are contingent upon compliance with all building, health, and safety codes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with the City Code, a public notice was published on June 30, 2024 in *The Pantagraph*. 9 notices were mailed to properties adjacent to the applicant's property.

FINANCIAL IMPACT: The current annual license fee for a Class PAS Liquor License is $1,900 and will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2025 Budget Book titled "Budget Overview & General Fund" on page 131. It is also the establishment's responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: Goal ED-1 (Ensure a broad range of employment opportunities for all residents), Objective ED-1.1 (Focus on retention and expansion of existing businesses)

Respectfully submitted for consideration.

Prepared by: Shakira Taylor, Administrative Specialist

ATTACHMENTS:
CLK 4B Application_Chronister Oil
CLK 4C DRAFT Minutes_Chronister Oil

08/01/2024

City Clerk Requirement Verification Memo

To: City Council Review

Re: Chronister Oil Company, Inc., d/b/a QIK N EZ

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

- Completed Application
- Letter explaining Change in Ownership/Corporate Name
- List of Owner Information (Name, Age & Address) and Percentage Owned
- Lease Agreement
  - Term: December 15, 2016 - December 14, 2031
- Computer Generated Site/Floor Plan
- Financial Statement
- Articles of Incorporation
- Bloomington/Normal Food and Beverage Tax Registration Form
- Bloomington/Normal Package Tax Registration Form
- Paid $400 Application Fee

Information Verified During Review

- DBA/Assumed Name Registered with the State of IL
- Entity is in Good Standing with the State of IL

Current Ownership

- 100% B, Q, & E, LLC
  /\ 100% Grady Chronister

Proposed Ownership

- 90.36% Linda Chronister Folse
- 4.82% Amy Chronister-Ridley
- 4.82% Amy Chronister-Ridley

Items Due Before License Issuance

- Bond
- Insurance

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

Liquor License Application

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

Legal Entity Name (Corporate/LLC Name)	Chronister Oil Company, Inc.
Doing Business As (DBA) OR **Establishment Name** *(Assumed names must be registered with the State of Illinois)*	Qik N EZ #62
Legal Entity Address *(including City, State, and Zip)*	2026 North Republic Street, Springfield, IL 62702
Legal Entity Phone Number	217-523-5050
Legal Entity Email Address	kelly.bedolli@lincolnlandoil.com
Establishment Address including Zip	1607 Morrissey Drive, Bloomington, IL 61704
Establishment Phone Number	309-661-0524
Establishment Email Address	acctspayable@lincolnlandoil.com
***Email Address for ALL City Communications:**	kelly.bedolli@lincolnlandoil.com

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

BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

Primary Contact:

Name (First & Last)	**City**	**State**	**Zip**
Kelly Bedolli	Springfield	IL	62702
Phone Number	**Email Address**		
[redacted]	[redacted]		

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

Name (First & Last)	**City**	**State**	**Zip**
Amy Chronister	Springfield	IL	62702
Phone Number	**Email Address**		
[redacted]	[redacted]		

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

Name (First & Last)	**City**	**State**	**Zip**
Thomas Yount	Normal	IL	61761
Phone Number	**Email Address**		
[redacted]	[redacted]		

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

Liquor License Fee Chart

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

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

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

Status of Business Information:

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

☐ **Sole Proprietorship**
☐ **Partnership** (Date of Formation: _____)
☐ **Limited Liability Company** (LLC)
A copy of the Articles of Organization must be attached.
☒ **Corporation** (Inc. or Corp.)
A copy of the Articles of Incorporation must be attached.

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

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

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

1. I verify that all owners, partners, officers, members, and majority stockholders:
   - Yes ☐ No Are 21 years of age or older.
   - Yes ☐ No Are citizens of the United States.
   - Yes ☐ No Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).
   - Yes ☐ No Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.
   - Yes ☐ No Have never been convicted of pandering or any other crime opposed to decency and morality.
2. Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)
   - 2A ☐ Yes ☒ No Are any of the persons listed under ownership a resident of McLean County?
   - 2B Yes ☐ No Is the General Manager a resident of McLean County?
3. ☐ Yes ☒ No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?
4. ☐ Yes ☒ No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?

5. ☐ Yes ● No Is the premises for which the license is sought owned?
5A ● Yes ☐ No If not, does a valid lease to the premises for which the license is sought exist? *If so, a copy of the lease is required.*

☐ Yes ● No Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code in connection with the proposed sale of alcoholic beverages? *If yes, please explain:* _____

Nature of License:

1. What type of establishment is intended to be operated with this license? *(e.g. lounge, tavern, restaurant, wine & cheese shop)* Continued operations as Convenience Store with fuel. Application reflects a name change.
2. What class of liquor license is being sought? *(See descriptions beginning on page 1.)* Package Sales-All Types
3. ● Yes ☐ No Will the establishment offer Sunday Sales?
4. ☐ Yes ● No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? *(Package License Holders Only) See City Code Ch. 6 Sec. 32 for more details.* https://ecode360.com/34837503
5. ☐ Yes ● No Will the establishment offer an Outdoor Dining Area?
6. State the reason the applicant desires a liquor license for the establishment: Applicant is not requesting a new license but rather a transfer of existing license to new name.
7. If approved, how would the liquor license benefit the City and its residents? Continued operations of a locally owned convenience store that has served the residents for nearly 30
8. ☐ Yes ● No Will the establishment offer live entertainment in the establishment? *If yes, please explain:* _____
9. ● Yes ☐ No Will the proposed or current establishment sell food?
10. ● Yes ☐ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol? *If yes, what sources will such revenue be derived?* Fuel sales and other convenience store products such as groceries and tobacco.
11. If approved, what license renewal billing cycle would be preferred? ● Annual ☐ Semi-Annual

Impact of Establishment:

1. What are the proposed hours of operation?

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

2. Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.) Commercial area with a variety of establishments such as restaurants and car dealers.

2A. If there are office or commercial buildings nearby, approximately what are their hours of operation?
To my knowledge they operate traditional business hours.

2B. Is the area predominately residential, are they single or multi-family homes?
No

3. Describe any and all streets immediately surrounding the establishment: *(e.g. approximate width, one-way, two-way, parking restrictions, etc.)* Veterans Parkway; major divided highway; Morrissey - 2 Way traffic; approximately 4 lanes at entrance.
4. How much additional traffic is expected to be generated with a liquor license? No change as the business in this application has been in operation for nearly 30 years.
5. Describe any and all on- and off-street parking: The establishment has ample off street parking for all customers, just as it has for the past nearly 30
6. How many establishments with liquor licenses are located within 500 ft. of the establishment? 2 Including,

Responsibility:

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

Please provide any additional information significant to this application:
This application is being submitted to allow for Chronister Oil Company to merge its 100% wholly-owned, ~~direct subsidiary, B, Q & E, L.L.C. (which currently holds an active PA License at the truck stop location)~~ with and into Chronister Oil Company in accordance with discussions with the City of Bloomington to make

Additional License Interests:

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

☐ Yes ☒ No **Sidewalk Café License** *(Downtown Area Only)* Allows use of public sidewalk for serving food and beverages on the sidewalk immediately adjacent to the establishment.

☐ Yes ☒ No **Catering Liquor License** *Allows liquor license holders to provide catering services to private parties.*

☒ Yes ☐ No **Video Gaming License** Allows an establishment to have video gaming terminals and to conduct video gaming on the premises as defined by the Illinois Video Gaming Act.

☐ Yes ☒ No **Public Dancing License** Allows a for-profit establishment to offer dance privileges to the public.

☒ Yes ☐ No **Tobacco License** Allows retail sale of any cigar, cigarette, snuff, chewing tobacco, manufactured product of tobacco or tobacco in any form.

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

I, the undersigned, swear or affirm that:

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

Kelly N. Bedolli	CFO
Name (Please Print)	**Title**
eSigned via SeamlessDocs.com Kelly Bedolli Key: 5145a77d2cb37259b6755f99f6445473	6/10/2024
Signature	**Date**

Ownership Listing

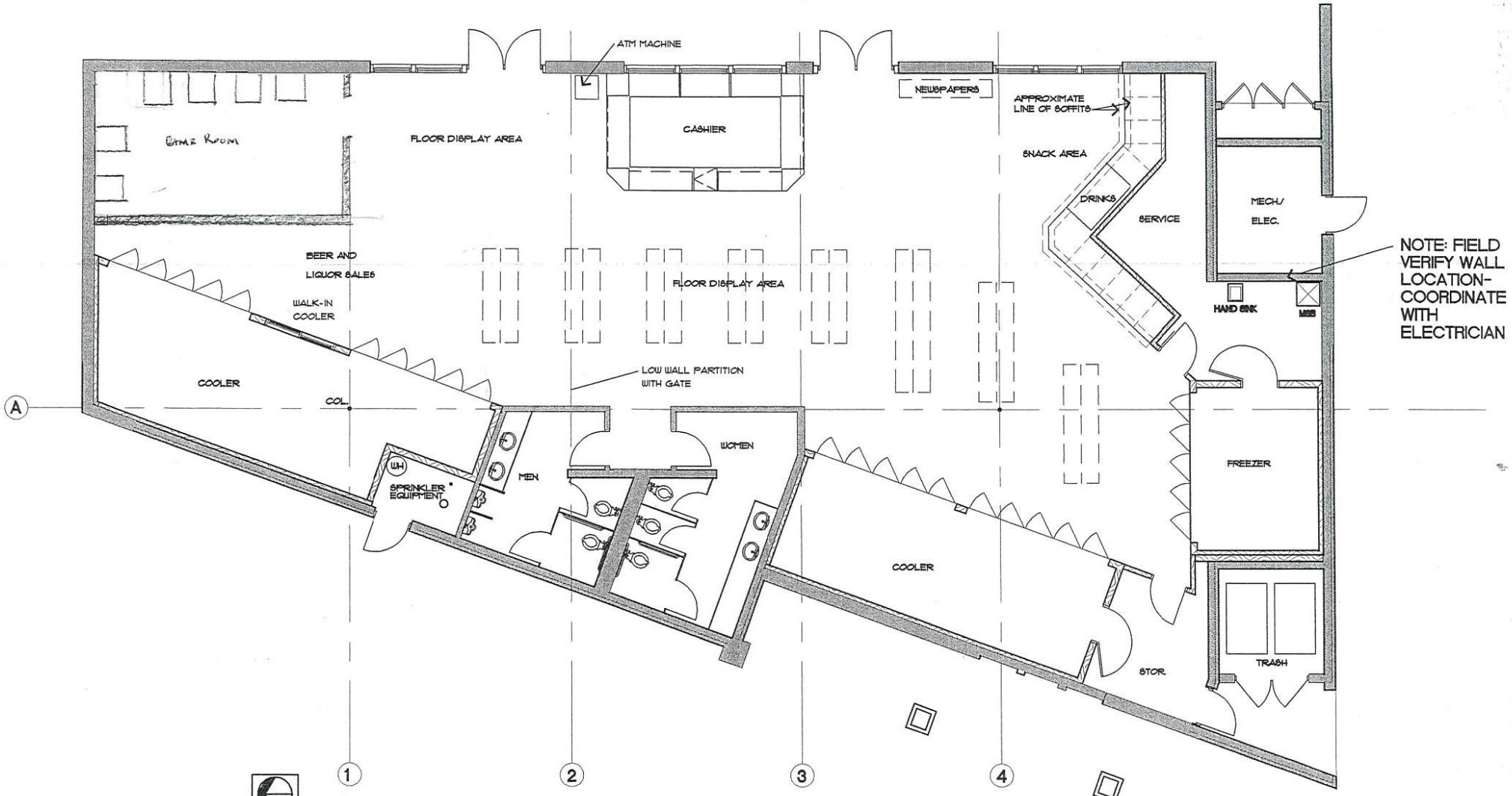
Chronister Oil Company, Inc.

---

1. Linda Chronister Folse, Controlling Interest
   [redacted]
   Springfield, IL 62712 [redacted] 90.36%

2. Amy Chronister-Ridley
   [redacted]
   Decatur, IL 62521 [redacted] 4.82%

3. Julie Chronister-Meyers
   [redacted]
   San Francisco, CA 64131 [redacted] 4.82%



FLOOR PLAN
SCALE: 1/8" = 1'-0"

NOTE: THESE DRAWINGS PREPARED FOR INTERIOR STORE FURNISHING LAYOUT ONLY. LIFE SAFETY, PLUMBING, EXIT FACILITIES, AND STRUCTURAL DESIGN OF BUILDING BY OTHERS

NOTE: CONTRACTOR SHALL OBTAIN AND VERIFY ALL DIMENSIONS AND CONDITIONS AT JOB SITE AND BE FULLY RESPONSIBLE FOR SAME

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ALLIED DESIGN CONSULTANTS, INC.
405 1/2 South Sixth Street
Springfield, Illinois 62701
(217) 522-3355 FAX:(217) 522-5570
Architecture · Design · Planning

DRAWN	APPROVED	PLOT DATE	DRAWING SCALE

Oik-n EZ

FLOOR PLAN

MISCELLANEOUS CONSULTING WORK FOR
Oik-n-EZ
BLOOMINGTON, ILLINOIS

PROJECT # 673
DATE 10-31-07
SHEET NUMBER A-1 OF 1

Mr. Boyle asked if the venue had been hired out by groups or if it was strictly a sports venue. Mr. Hensleigh stated that it was strictly a sports venue, and there had only been one child's birthday since he joined. He noted they had signed contracts with sports clubs for turfs, but they wouldn't have access to the alcohol.

Commissioner Mwilambwe asked if there was anyone in the audience present to speak for or against the item. No one came forward.

Commissioner Mwilambwe closed the Public Hearing at 5:10 p.m.

Commissioner Mwilambwe positively recommended the Item to Council as presented.

Amanda Stutsman, Deputy City Clerk, stated the Item would appear on the August 12, 2024, City Council meeting.

The following item was presented:

Item 5.C. Public Hearing and Action on an Application from Chronister Oil Company, Inc., d/b/a QIK N EZ, located at 1607 Morrissey Drive, Requesting Approval of a Change in Ownership/Corporate Name for their Class PAS.

Commissioner Mwilambwe opened the Public Hearing at 5:11 p.m.

Mr. Boyle mentioned that the request for a change of ownership was described in detail in the packet. He summarized the change of ownership noting the 100% owner passed away and the subsidiary inaccurately reported it, but it was a change in form rather than substance. Due to inaccurate reporting, the business acknowledged fault and paid a $2000 fine. Mr. Boyle stated the business' attorney was in St. Louis, and due to the details of the letter and payment of the fine, attendance was not required. He stated further inquiry could be done next month.

Grant Jones, a Representative of ME Gaming, asked a question about the fine amount compared to the daily video gaming fines.

Mrs. Stutsman stated that his question was not a testimony for the Public Hearing. Mr. Boyle agreed and stated the citation was a matter of public record.

Mrs. Stutsman explained Mr. Jones could file a Freedom of Information Act request for records with the City Clerk Department.

Commissioner Mwilambwe closed the Public Hearing at 5:16 p.m.

Commissioner Mwilambwe positively recommended the Item to Council as presented.

Mrs. Stutsman stated the Item would appear on the August 12, 2024, City Council meeting.

The following item was presented:

Item 5.D. Public Hearing and Action on an Application from Hurley Entertainment Group, Inc., d/b/a Spotted Dog Tavern, located at 1504 Morrissey Drive, Requesting Approval of a Change in Ownership of the Class TAS.

Commissioner Mwilambwe opened the Public Hearing at 5:17 p.m.

Rich Marvel, Attorney for Hurley Entertainment, after being sworn, addressed the Commission. Mr. Marvel stated that they requested a change in ownership. He stated that Carey Walsh had been with the business for five years and had been presented with the opportunity to

CONSENT AGENDA ITEM NO. 7.J.

FOR COUNCIL: August 12, 2024

WARD IMPACTED: Ward 8

SUBJECT: Consideration and Action on an Application from Turf Matters, LLC, d/b/a Bloomington Tennis & Turf, located at 4101 Wicker Rd, Requesting Approval of the Creation of a Class EBS (Entertainment/Recreational Sports Venue, Beer and Wine Only, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed License be approved.

STRATEGIC PLAN LINK:
Goal 3. Grow the Local Economy

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

BACKGROUND: Turf Matters, LLC (Applicant), is requesting the creation of a Class EBS (Entertainment/Recreational Sports Venue, Beer and Wine Only, and Sunday Sales) Liquor License. The premises will be located at 4101 Wicker Rd.

On July 9, 2024, the Liquor Commissioner positively recommended approval of the license application to Council. All license creations, amendments, or transfers are contingent upon compliance with all building, health, and safety codes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with the City Code, a public notice was published on June 30, 2024, in *The Pantagraph*. 26 notices were mailed to properties within 500 ft. of the applicant's property.

FINANCIAL IMPACT: The current annual license fee for a Class EBS Liquor License is $1,500 and will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2025 Budget Book titled "Budget Overview & General Fund" on page 131. It is also the establishment's responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: **This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035**: Goal ED-1 (Ensure a broad range of employment opportunities for all residents), Objective ED-1.1 (Focus on retention and expansion of existing businesses)

Respectfully submitted for consideration.

Prepared by: Shakira Taylor, Administrative Specialist

ATTACHMENTS:
CLK 5B Application_Turff Matters
CLK 5C DRAFT Minutes_Turff Matters

08/01/2024

City Clerk Requirement Verification Memo

To: City Council Review

Re: TURF MATTERS, LLC d/b/a BLOOMINGTON TENNIS & TURF

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

- Completed Application
- List of Owner Information (Name, Age & Address) and Percentage Owned
- Lease Agreement
  - Term: February 16, 2024 - February 15, 2034
- Computer Generated Site/Floor Plan
- Financial Statement
- Articles of Organization
- Bloomington/Normal Food and Beverage Tax Registration Form
- Paid $400 Application Fee

Information Verified During Review

- Entity is in Good Standing with the State of IL
- DBA/Assumed Name Registered with the State of IL

Current Ownership

- 70% Axel Jimenez
- 15% Omar Khokhar
- 15% Luke Hensleigh

Items Due Before License Issuance

- Bond
- Insurance
- E&CD Inspection
- Health Dept. Inspection
- BASSET Certified Employee List

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

Liquor License Application

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

Legal Entity Name (Corporate/LLC Name)	Turf Matters LLC
Doing Business As (DBA) OR **Establishment Name** *(Assumed names must be registered with the State of Illinois)*	Bloomington Tennis & Turf
Legal Entity Address *(including City, State, and Zip)*	1520 E COLLEGE AVE E, Normal, IL 61761
Legal Entity Phone Number	309-660-1487
Legal Entity Email Address	axelismylandlord@gmail.com
Establishment Address including Zip	4101 Wicker Rd, Bloomington, IL 61704
Establishment Phone Number	309-808-6996
Establishment Email Address	kim@blonotennisturf.com
***Email Address for ALL City Communications:**	axelismylandlord@gmail.com

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

BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

Primary Contact:

Name (First & Last)	**City**	**State**	**Zip**
Axel Jimenez	Bloomington	IL	61704
Phone Number	**Email Address**		
[redacted]	[redacted]		

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

Name (First & Last)	**City**	**State**	**Zip**
Nathan B. Hinch	Bloomington	IL	61704
Phone Number	**Email Address**		
[redacted]	[redacted]		

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

Name (First & Last)	**City**	**State**	**Zip**
Kim Roberts	Bloomington	IL	61704
Phone Number	**Email Address**		
[redacted]	[redacted]		

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

Liquor License Fee Chart

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

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

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

Status of Business Information:

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

☐ **Sole Proprietorship**
☐ **Partnership** (Date of Formation: _____)
☐ **Limited Liability Company** (LLC)
A copy of the Articles of Organization must be attached.
☐ **Corporation** (Inc. or Corp.)
A copy of the Articles of Incorporation must be attached.

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

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

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

1. I verify that all owners, partners, officers, members, and majority stockholders:
   - ☐ Yes ☐ No Are 21 years of age or older.
   - ☐ Yes ☐ No Are citizens of the United States.
   - ☐ Yes ☐ No Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).
   - ☐ Yes ☐ No Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.
   - ☐ Yes ☐ No Have never been convicted of pandering or any other crime opposed to decency and morality.
2. Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)
   - 2A ☐ Yes ☐ No Are any of the persons listed under ownership a resident of McLean County?
   - 2B ☐ Yes ☐ No Is the General Manager a resident of McLean County?
3. ☐ Yes ☐ No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?
4. ☐ Yes ☐ No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?

5. Offes ☐ No Is the premises for which the license is sought owned?
5A ☐ Yes • No If not, does a valid lease to the premises for which the license is sought exist? *If so, a copy of the lease is required.*

☐ Yes ^No Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code in connection with the proposed sale of alcoholic beverages? *If yes, please explain:* NA

Nature of License:

1. What type of establishment is intended to be operated with this license? *(e.g. lounge, tavern, restaurant, wine & cheese shop)* Sports Recreation Club
2. What class of liquor license is being sought? *(See descriptions beginning on page 1.)* ~~CBS~~ EBS
3. ● Yes ☐ No Will the establishment offer Sunday Sales?
4. ☐ Yes ● No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? *(Package License Holders Only) See City Code Ch. 6 Sec. 32 for more details. https://ecode360.com/34837503*
5. ☐ Yes BNo Will the establishment offer an Outdoor Dining Area?
6. State the reason the applicant desires a liquor license for the establishment: Expanded sports and recreation activities focused on relationships and community.
7. If approved, how would the liquor license benefit the City and its residents? Increased sense of community in a positive, locally rooted, recreational sports facility.
8. ☐ Yes ^No Will the establishment offer live entertainment in the establishment? *If yes, please explain:*
9. ● Yes D No Will the proposed or current establishment sell food?
10. ^Yes ☐ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol? *If yes, what sources will such revenue be derived?* Club membership and court and turf rentals.
11. If approved, what license renewal billing cycle would be preferred? ● Annual ☐ Semi-Annual

Impact of Establishment:

1. What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	8am	10pm
Tuesday:	8am	10pm
Wednesday:	8am	10pm
Thursday:	8am	10pm
Friday:	8am	10pm
Saturday:	8am	10pm
Sunday:	8am	10pm

2. Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.) commercial

2A. If there are office or commercial buildings nearby, approximately what are their hours of operation? 8am-5pm

2B. Is the area predominately residential, are they single or multi-family homes? NA

3. Describe any and all streets immediately surrounding the establishment: *(e.g. approximate width, one-way, two-way, parking restrictions, etc.)* approximately 50 feet wide, two-way street with parking on both sides
4. How much additional traffic is expected to be generated with a liquor license? none
5. Describe any and all on- and off-street parking: 50 space parking lot at the facility. Parking is available on the Wicker Rd.
6. How many establishments with liquor licenses are located within 500 ft. of the establishment? none

Responsibility:

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

Please provide any additional information significant to this application:
None known at this time.

Additional License Interests:

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

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

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

I, the undersigned, swear or affirm that:

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

Luke Hensleigh	Ownership Group Partner
Name (Please Print)	**Title**
eSigned via SeamlessDocs.com Joseph L Hensleigh Key: 5145a77d2cb37259b6755f99f6445473	6/3/2020
Signature	**Date**

Bloomington Tennis and Turf Ownership Group

70% Owner

Axel Jimenez, age [redacted]

[redacted]

Normal, IL 61761

15% Owner

Omar Khokhar, age [redacted]

[redacted]

Bloomington, IL 61704

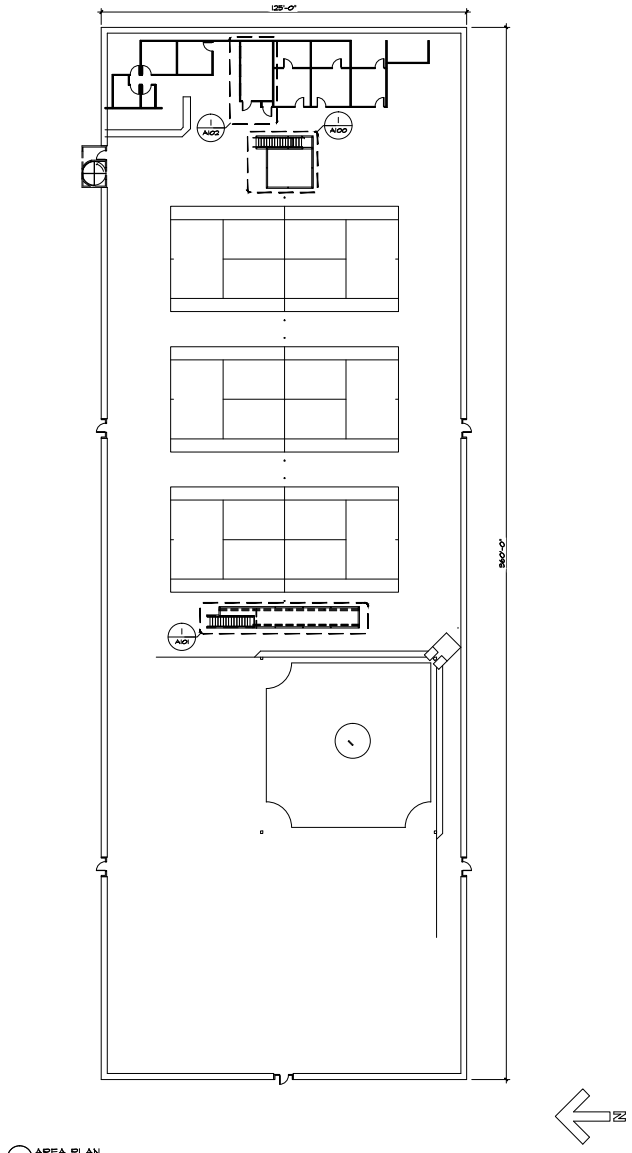
15% Owner

Luke Hensleigh, age[redacted]

[redacted]

Bloomington, IL 61704

BLOOMINGTON TENNIS CENTER
4101 WICKER
BLOOMINGTON, IL 61704



1 AREA PLAN
1" = 30'-0"

DRAWING INDEX

Sheet Number	Sheet Title
G101	COVER SHEET
A100	PLATFORM 1 STAIRWAY
A101	PLATFORM 2 STAIRWAY
A102	GAME ROOM

GENERAL NOTES:

1. NO WORK SHALL COMMENCE ON THIS PROJECT UNTIL PLANS ARE RECEIVED AND APPROVED BY THE CITY OF BLOOMINGTON AND ALL NECESSARY PERMITS ARE ISSUED.
2. ALL CONTRACTORS, SUBCONTRACTORS AND OTHER WORKERS PERFORMING ANY PORTION OF THIS WORK SHALL BE PROPERLY LICENSED AND REGISTERED WITH THE CITY OF BLOOMINGTON TO PERFORM SUCH WORK.
3. THE PROPOSED GAME ROOM IS TO BE CONSTRUCTED IN AN AREA THAT HAS FIRE SPRINKLER SYSTEMS WHICH MUST BE ALTERED IN ACCORDANCE WITH ALL APPLICABLE CODES AND CITY OF BLOOMINGTON REQUIREMENTS. THE SPRINKLER CONTRACTOR SHALL PROVIDE DESIGN/REVIEW DRAWINGS STAMPED AND SEALED BY A PROFESSIONAL ENGINEER OR A NICET LEVEL III DESIGNER TO THE AHJ FOR APPROVAL, PRIOR TO BEGINNING WORK ON THE FIRE SPRINKLER SYSTEM.
4. ANY MODIFICATIONS REQUIRED OF THE FIRE ALARM SYSTEM SHALL REQUIRE THAT FIRE ALARM CONTRACTOR PROVIDE DESIGN/REVIEW DRAWINGS TO THE AHJ FOR APPROVAL, PRIOR TO BEGINNING WORK ON THE FIRE ALARM SYSTEM.
5. THE FIRE ALARM SYSTEM AND THE FIRE SPRINKLER SYSTEM ARE REQUIRED TO BE INSPECTED BY THE AHJ PRIOR TO OCCUPANCY, EVEN IF NO MODIFICATIONS ARE DETERMINED NECESSARY.
6. ALL NEW GLAZING IN OPERABLE DOORS, OR WITHIN 24" OF THE EDGE OF THE DOOR OPENING AND BELOW 60" A.F.F. SHALL BE TEMPERED.
7.

LICENSED ARCHITECT RUSSELL T. ARBUCKLE 001.020392 EXPIRES 11/30/2020 STATE OF ILLINOIS

I HEREBY CERTIFY THAT THE PORTION OF THIS TECHNICAL SUBMISSION DESCRIBED HEREIN WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION. I AM A DULY LICENSED ARCHITECT/ENGINEER UNDER THE LAWS OF THE STATE OF ILLINOIS.

SIGNATURE: _____

NAME: Russell T. Arbuckle

DATE: _____

LICENSE RENEWAL DATE: 11/30/20

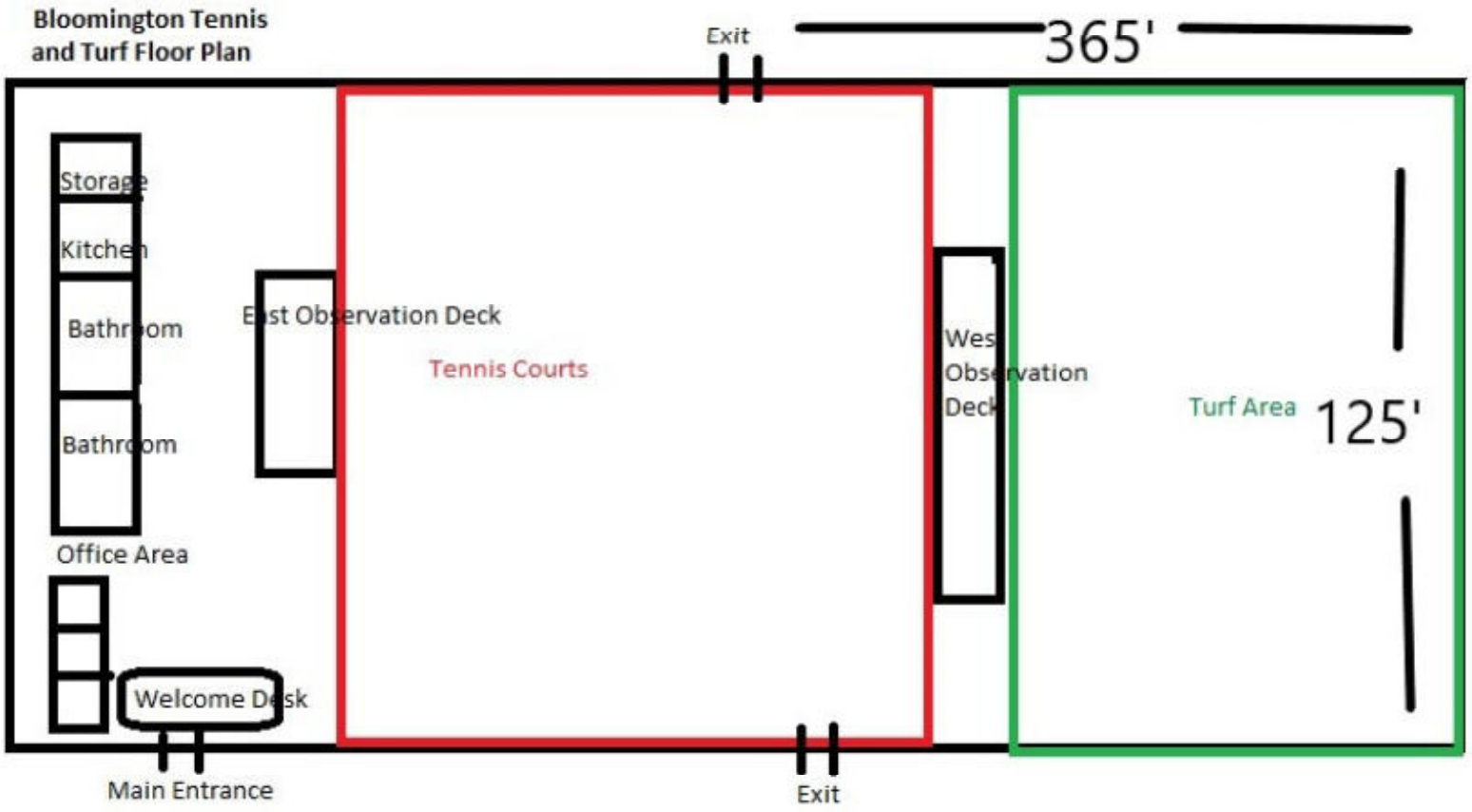
PAGES OR DIVISIONS COVERED BY THIS CERTIFICATION: _____

EA ARCHITECTURE & DESIGN, INC.
246 E. WASHINGTON ST., SUITE C-3
BLOOMINGTON, ILLINOIS 61704
PHONE: [redacted] WWW.EA-AD.NET
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.007110

No.	Date	REVISIONS

BLOOMINGTON TENNIS CENTER
4101 WICKER
BLOOMINGTON, IL 61704

DATE: 9.3.2020
SCALE: AS NOTED
DRAWN BY: R. ARBUCKLE
JOB: 20-015
COVER SHEET
SHEET: G101
OF -


Bloomington Tennis
and Turf Floor Plan
Exit
365'
Storage
Kitchen
Bathroom
Bathroom
Office Area
East Observation Deck
Tennis Courts
West
Observation
Deck
Turf Area
125'
Welcome Desk
Main Entrance
Exit

The following item was presented:

Item 5.B. Public Hearing and Action on an Application from Turf Matters, LLC, d/b/a Bloomington Tennis & Turf, located at 4101 Wicker Rd, Requesting Approval of the Creation of a Class EBS (Entertainment/Recreational Sports Venue, Beer and Wine Only, and Sunday Sales) Liquor License.

Commissioner Mwilambwe opened the Public Hearing at 5:03 p.m.

Luke Hensleigh, Owner of Bloomington Tennis & Turf, after being sworn, addressed the Commission. He shared they had been the new ownership group for six months. He shared that their goals were to make the business a community-based center for pickleball, tennis, and other community-based activities by offering drinks after activities.

Commissioner Mwilambwe asked how many employees were on staff. Mr. Hensleigh stated there were 4-5 employees.

Commissioner Mwilambwe asked if any employees serving liquor would be BASSET certified. Mr. Hensleigh said all employees would be BASSET certified, but that only the General Manager would serve alcohol.

Commissioner Mwilambwe asked what the typical number of patrons that may consume alcohol. Mr. Hensleigh stated that they averaged 15-20 patrons per day but would most likely be used by the older demographic that play pickleball.

Commissioner Mwilambwe asked whether alcohol was requested by patrons. Mr. Hensleigh stated there had been requests from patrons for incentives to stay longer after playing games, so TVs and lounge areas have been added.

Commissioner Mwilambwe asked how staff would manage the mixing of age groups. Mr. Hensleigh stated they offer adult event nights with ticket sales that wouldn't have kids.

AC Williams asked if there were plans to rent to big groups for parties of 150 or more. Mr. Hensleigh responded no. AC Williams then asked if food would be served. Mr. Hensleigh said there was no kitchen but they offered a wide variety of snacks.

Mr. Boyle asked if the venue had been hired out by groups or if it was strictly a sports venue. Mr. Hensleigh stated that it was strictly a sports venue, and there had only been one child's birthday since he joined. He noted they had signed contracts with sports clubs for turfs, but they wouldn't have access to the alcohol.

Commissioner Mwilambwe asked if there was anyone in the audience present to speak for or against the item. No one came forward.

Commissioner Mwilambwe closed the Public Hearing at 5:10 p.m.

Commissioner Mwilambwe positively recommended the Item to Council as presented.

Amanda Stutsman, Deputy City Clerk, stated the Item would appear on the August 12, 2024, City Council meeting.

The following item was presented:

Item 5.C. Public Hearing and Action on an Application from Chronister Oil Company, Inc., d/b/a QIK N EZ, located at 1607 Morrissey Drive, Requesting Approval of a Change in Ownership/Corporate Name for their Class PAS.

Commissioner Mwilambwe opened the Public Hearing at 5:11 p.m.

CONSENT AGENDA ITEM NO. 7.K.

FOR COUNCIL: August 12, 2024

WARD IMPACTED: Ward 7

SUBJECT: Consideration and Action on an Application from Mauli, Inc., d/b/a Galaxy Liquor & Smoke, located at 2210 Cottage Ave., Unit B, Requesting Approval of the Creation of a Class PAS (Packaged Sales, All Types of Alcohol, Sunday Sales) Liquor License, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed License be denied.

STRATEGIC PLAN LINK:
Goal 4. Strong Neighborhoods

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

BACKGROUND: Mauli, Inc., d/b/a Galaxy Liquor & Smoke (Applicant) is requesting the approval of the creation of a Class PAS (Packaged Sales, All Types of Alcohol, Sunday Sales) Liquor License. The premises would be located at 2210 Cottage Ave., Unit B.

On July 9, 2024 the Liquor Commission held a public hearing on the application. Following the hearing, the Liquor Commissioner Mboka Mwilambwe took the matter under advisement and prepared findings of fact and a recommendation (see attached). The Commissioner's recommendation to Council is to deny the license application.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with the City Code, a public notice was published on June 30, 2024 in *The Pantagraph*. 150 notices were mailed to properties within 500 ft. of the applicant's property.

FINANCIAL IMPACT: If denied, no financial impact is stated.

If approved, the current annual license fee for a Class PAS Liquor License is $1,900 and will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2025 Adopted Budget Book titled "Budget Overview & General Fund" on page 131. It is also the establishment’s responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Shakira Taylor, Administrative Specialist

ATTACHMENTS:
CLK 6B Application_Galaxy Liquor & Smoke
CLK 6C Minutes_Galaxy Liquor & Smoke
CLK 6D Findings and Recommendation_Galaxy Liquor & Smoke

08/01/2024

City Clerk Requirement Verification Memo

To: City Council Review

Re: MAULI INC d/b/a GALAXY LIQUOR & SMOKE

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

- Completed Application
- List of Owner Information (Name, Age & Address) and Percentage Owned
- Lease Agreement
  - Term: April 30, 2024 - April 30, 2034
- Computer Generated Site/Floor Plan
- Financial Statement
- Articles of Incorporation
- Bloomington/Normal Food and Beverage Tax Registration Form
- Bloomington/Normal Package Liquor Tax Registration Form
- Paid $400 Application Fee

Information Verified During Review

- DBA/Assumed Name Registered with the State of IL
- Entity is in Good Standing with the State of IL

Current Ownership

- 100% Narendra Patel

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

Liquor License Application

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

Legal Entity Name (Corporate/LLC Name)	MAULI INC
Doing Business As (DBA) OR **Establishment Name** *(Assumed names must be registered with the State of Illinois)*	GALAXY LIQUOR & SMOKE
Legal Entity Address *(including City, State, and Zip)*	1809 LITTLEFIELD LN, MAHOMET, IL 61853
Legal Entity Phone Number	(217)218-9724
Legal Entity Email Address	nelpatel25@gmail.com
Establishment Address including Zip	2210 COTTAGE AVE., BLOOMINGTON, IL 61701 Unit B
Establishment Phone Number	(217)218-9724
Establishment Email Address	nelpatel25@gmail.com
***Email Address for ALL City Communications:**	w.leifheit@ams.law

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

BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

Primary Contact:

Name (First & Last)	**City**	**State**	**Zip**
WHITNEY A. LEIFHEIT, Attorney	BLOOMINGTON	IL	61704
Phone Number	**Email Address**		
[redacted]	[redacted]		

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

Name (First & Last)	**City**	**State**	**Zip**
NARENDRA PATEL	MAHOMET	IL	61853
Phone Number	**Email Address**		
[redacted]	[redacted]		

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

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

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

Liquor License Fee Chart

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

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

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

Status of Business Information:

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

☐ **Sole Proprietorship**
☐ **Partnership** (Date of Formation: _____)
☐ **Limited Liability Company** (LLC)
A copy of the Articles of Organization must be attached.
● **Corporation** (Inc. or Corp.)
A copy of the Articles of Incorporation must be attached.

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

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

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

1. I verify that all owners, partners, officers, members, and majority stockholders:
   - ● Yes ☐ No Are 21 years of age or older.
   - ● Yes ☐ No Are citizens of the United States.
   - ● Yes ☐ No Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).
   - ● Yes ☐ No Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.
   - ● Yes ☐ No Have never been convicted of pandering or any other crime opposed to decency and morality.
2. Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)
   - 2A ☐ Yes ● No Are any of the persons listed under ownership a resident of McLean County?
   - 2B ● Yes ☐ No Is the General Manager a resident of McLean County?
3. ☐ Yes ● No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?
4. ☐ Yes ● No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?

5. ☐ Yes ● No Is the premises for which the license is sought owned?
5A ● Yes ☐ No If not, does a valid lease to the premises for which the license is sought exist? *If so, a copy of the lease is required.*

☐ Yes ● No Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code in connection with the proposed sale of alcoholic beverages? *If yes, please explain:* _____

Nature of License:

1. What type of establishment is intended to be operated with this license? *(e.g. lounge, tavern, restaurant, wine & cheese shop)* Retail liquor store
2. What class of liquor license is being sought? *(See descriptions beginning on page 1.)* PA
3. ● Yes ☐ No Will the establishment offer Sunday Sales?
4. ☐ Yes ● No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? *(Package License Holders Only) See City Code Ch. 6 Sec. 32 for more details. https://ecode360.com/34837503*
5. ☐ Yes ● No Will the establishment offer an Outdoor Dining Area?
6. State the reason the applicant desires a liquor license for the establishment: To operate a storefront which offers the retail sale of packaged alcoholic liquor for purchase by patrons
7. If approved, how would the liquor license benefit the City and its residents? Increasing tax revenue to the City; Adding diversity to the local marketplace for the benefit of
8. ☐ Yes ● No Will the establishment offer live entertainment in the establishment? *If yes, please explain:* _____
9. ☐ Yes ● No Will the proposed or current establishment sell food?
10. ☐ Yes ● No Will most of the establishment's gross revenue come from sources other than the sale of alcohol? *If yes, what sources will such revenue be derived?* _____
11. If approved, what license renewal billing cycle would be preferred? ● Annual ☐ Semi-Annual

Impact of Establishment:

1. What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	9:00 AM	10:00 PM
Tuesday:	9:00 AM	10:00 PM
Wednesday:	9:00 AM	10:00 PM
Thursday:	9:00 AM	10:00 PM
Friday:	9:00 AM	10:00 PM
Saturday:	9:00 AM	11:00 PM
Sunday:	12:00 PM	9:00 PM

2. Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.) Mixed - predominantly commercial with some residential housing nearby

2A. If there are office or commercial buildings nearby, approximately what are their hours of operation? 10:30 a.m. - 10 pm (Little Caesar's Pizza); 7 am - 11 pm (Jewel Osco)

2B. Is the area predominately residential, are they single or multi-family homes? Mixed - Some multi-family apartment complexes, some single-family homes across the street

3. Describe any and all streets immediately surrounding the establishment: *(e.g. approximate width, one-way, two-way, parking restrictions, etc.)* Cottage Avenue is a two-way street approximately 32 ft wide. The establishment building is set back approximately 100 ft from the street with a 70 ft wide parking lot immediately in front of the building.
4. How much additional traffic is expected to be generated with a liquor license? Minimal to moderate
5. Describe any and all on- and off-street parking: There is a parking lot surrounding the establishment. No nearby on-street parking is available.
6. How many establishments with liquor licenses are located within 500 ft. of the establishment? 1

Responsibility:

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

Please provide any additional information significant to this application:
Applicant intends to employ a McLean County resident as General Manager for the establishment upon application approval.

Additional License Interests:

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

☐ Yes ☒ No **Sidewalk Café License** *(Downtown Area Only)* Allows use of public sidewalk for serving food and beverages on the sidewalk immediately adjacent to the establishment.

☐ Yes ☒ No **Catering Liquor License** *Allows liquor license holders to provide catering services to private parties.*

☒ Yes ☐ No **Video Gaming License** Allows an establishment to have video gaming terminals and to conduct video gaming on the premises as defined by the Illinois Video Gaming Act.

☐ Yes ☒ No **Public Dancing License** Allows a for-profit establishment to offer dance privileges to the public.

☒ Yes ☐ No **Tobacco License** Allows retail sale of any cigar, cigarette, snuff, chewing tobacco, manufactured product of tobacco or tobacco in any form.

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

I, the undersigned, swear or affirm that:

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

Narendra Patel	Owner and President
Name (Please Print)	**Title**
eSigned via SeamlessDocs.com Narendra Patel Key: 5145a77d2cb37259b6755f99f6445473	05/01/2024
Signature	**Date**

MAULI INC. OWNER INFORMATION

Owner Name	Age	Address	Percent Ownership
Narendra Patel	[redacted]	[redacted] Mahomet, IL 61853	100%

EXHIBIT A-1
FLOOR PLAN

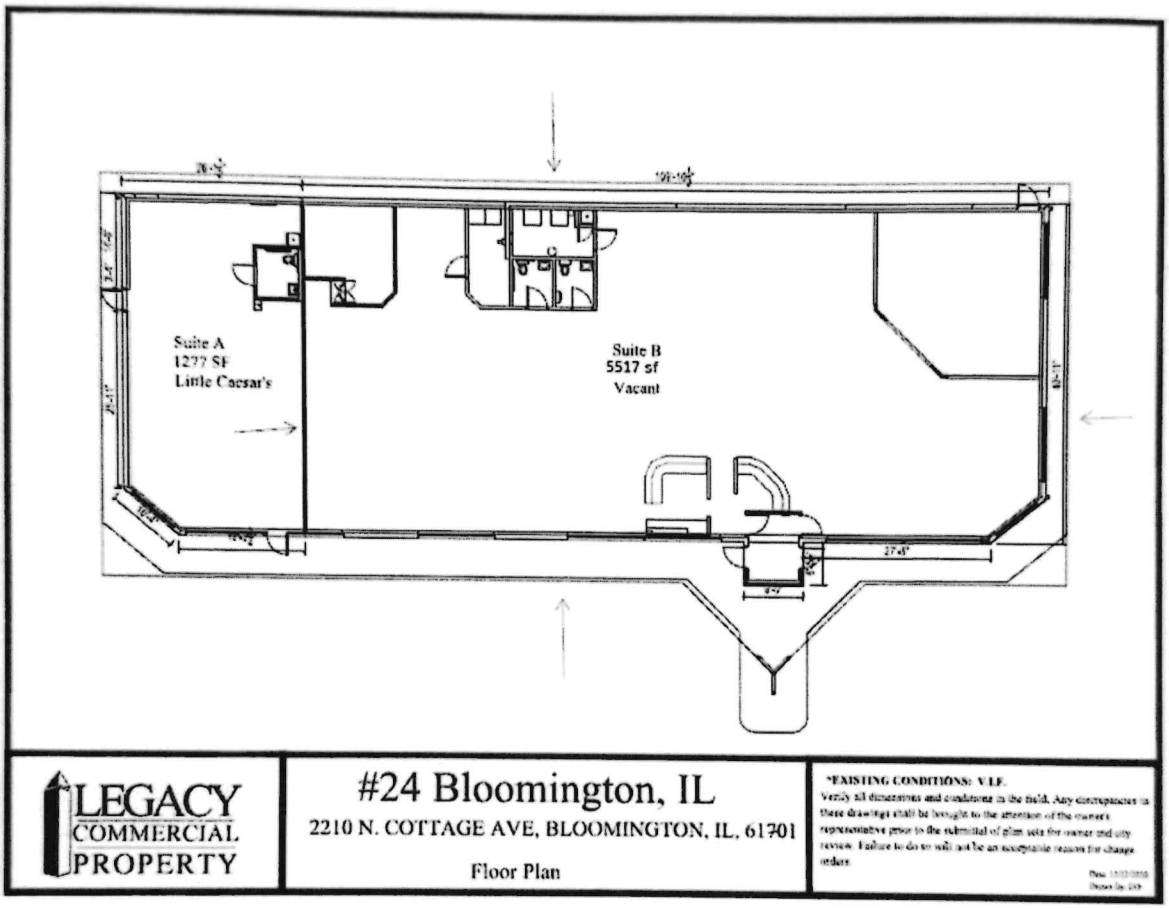


EXHIBIT A-2
SITE PLAN

NP

MINUTES
LIQUOR COMMISSION - REGULAR SESSION
TUESDAY, JULY 9, 2024, 4:00 PM

The Liquor Commission convened in regular session at 4:00 p.m., July 9, 2024. Commissioner Mwilambwe called the meeting to order.

Roll Call

Attendee Name	Title	Status
Lindsey Meister	Commissioner	Absent
Mboka Mwilambwe	Commissioner	Present

Staff Advisors

Attendee Name	Title	Status
Amanda Stutsman	Deputy City Clerk	Present
George Boyle	Asst. Corporation Counsel	Present
Chris McAllister	Building Official	Present
Paul Williams	Asst. Police Chief (“AC”)	Present

Public Comment

Commissioner Mwilambwe read a public comment statement of procedure. No in-person public comment was received. The following emailed public comment was received: (1) Marsha Herrick; (2) Bob & Sandy Kohlhase; and (3) Bill & Gay Cochran; (4) Crystal Haycraft; (5) Steve Aves; (6) Ra’Nelle Hartless; (7) Rebecca Barber; and (8) Wayne Karplus.

Consent Agenda

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

Commissioner Mwilambwe approved the Consent Agenda as presented.

Item 4.A. Consideration and Action on Approving the Minutes of the June 11, 2024, Regular Liquor Commission Meeting. (Recommended Motion: The proposed Minutes be approved.)

Regular Agenda

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

The following item was presented:

Item 5.A. Public Hearing and Action on an Application from Mauli, Inc., d/b/a Galaxy Liquor & Smoke, located at 2210 Cottage Ave., Unit B, Requesting Approval of the Creation of a Class PAS (Packaged Sales, All Types of Alcohol, Sunday Sales) Liquor License.

Commissioner Mwilambwe opened the Public Hearing at 4:08 p.m.

Michael Scott, Attorney of Narendra Patel, after being sworn, addressed the Commission. Mr. Scott stated that the establishment will be a packaged liquor store that will not be serving liquor. He stated that Mr. Patel operated two other stores in Mansfield and Mahomet that have never had any issues with the police or the community. Mr. Scott stated that he believed opening the store would bring business and additional tax revenue to the City. He noted the business was in compliance with the Health Department and Fire Department.

Commissioner Mwilambwe asked how long Mr. Patel had been an owner of this type of establishment. Narendra Patel, Owner & President of Mauli Inc., after being sworn, addressed the Commission. Mr. Patel stated that he had 14 years of experience with this type of business.

George Boyle, Assistant Corporation Counsel, asked what type of businesses Mr. Patel owned. Mr. Patel stated that he owned gas stations in Mahomet and Mansfield.

Commissioner Mwilambwe asked what type of liquor the business would sell that would be different from the nearby Jewel-Osco or other stores. Mr. Patel stated that the store would sell the same types of alcohol but would have more variety of bourbons and beers.

Mr. Boyle asked if Mr. Scott received the email correspondence sent to the Commission. Mr. Scott confirmed he had and addressed the concerns of the correspondence regarding the type of service and reassured the Commission that the business would be a packaged liquor store, not unlike the nearby Jewel-Osco.

Commissioner Mwilambwe asked who the store manager would be. Mr. Patel stated that he would be on-site and that he was looking to hire a local manager.

Commissioner Mwilambwe asked how long the location had been vacant. Mr. Patel believed the building had been vacant for several years before the COVID-19 pandemic.

City staff had no additional questions.

Commissioner Mwilambwe asked if there was anyone in the audience present to speak for the item. No one came forward. Commissioner Mwilambwe asked if there was anyone in the audience present to speak against the Item. Annette Handing registered but was not present. The following individuals provided testimony:

Desha Cobb, after being sworn, addressed the Commission. She did not support a liquor and smoke shop opening within a mile of her home and which was across the street from a senior apartment building. She noted she worked in healthcare, aging in place, and neighborhood safety. She shared that the area had a mixed-family residential apartment complex. Ms. Cobb believed the business would increase the number of drivers under the influence and noted smoke shops typically sold paraphernalia in addition to tobacco products. She noted there were similar smoke shops within a 3-mile radius. She explained that she was an alumnus of Illinois State University and shared her concerns about the influx of smoke shops, dispensaries, and video game parlors. Ms. Cobb spoke to how affluent communities didn't have these types of stores due to the type of attention they garnish. She expressed concern that the previous family-oriented business was being replaced with a liquor store. She had additional concerns regarding the attention that the business would attract, and the safety of the local park, and strongly believed the neighborhood should remain family-focused. She mentioned other communities voted to have dry neighborhoods to control crime and expressed interest in a dry community. She concluded that the business would not bring value to the neighborhood but would take away value.

Commissioner Mwilambwe asked Ms. Cobb if had there been any issues recently. Mrs. Cobb stated that a few years ago, the Dollar General was robbed several times within a few

months. She said there had been increased Police Department patrol to ensure the safety of the area. She noted that while she did not have crime data, believed the community was relatively safe and wanted to keep it that way.

Crystal Haycraft, after being sworn, addressed the Commission. She stated she lived in the neighborhood for 35 years and that the community had always been very safe growing up and continued to feel safe as an adult. She shared the Turnberry Apartments near the Jewel-Osco brought some crime and noise complaints, with police being called weekly. She stated that a packaged liquor store would increase the drunkenness of individuals and provide increased access to alcohol. She expressed safety concerns as a woman within the neighborhood at night. She did not see the added value that the business would bring.

Commissioner Mwilambwe asked how long she had been in the neighborhood. Mrs. Haycraft stated she lived in the neighborhood for 35 years but has owned her home for 10 years.

Ed Wright Jr., after being sworn, addressed the Commission. He stated that he lived in the neighborhood for 39 years and enjoyed living there. He explained that he researched packaged liquor stores in neighborhoods and was concerned with the impact on older established neighborhoods similar to this one. He shared that when these businesses opened on a thoroughfare, violent crime rose, additional similar businesses moved in, there was an increased negative impact on teens, and future neighborhood development declined. He disagreed with the applicant in that positively impactful development would increase. He supported with previous individuals' testimony. He provided *Galaxy Opposition Exhibit #2* to the applicant (*attached*).

Peter Pontius, after being sworn, addressed the Commission. He stated that he had been a Bloomington-Normal resident since 1981 and a Park Place resident for 23 years. He raised his kids here. He listed the stores, parks, and recreational facilities within the area. He expressed his believe that the store was not needed and was duplicative. He questioned if parents would feel safe sending their kids unattended to stores such as Little Caesars or Jewel-Osco. He raised concerns about the residency of the owner and that there was no resident general manager. He shared that the business would be within 500 feet of a home for the aging. He disagreed with applicant's answer of there being mostly commercial properties when it was a mostly residential area. He highlighted the applicant's indicated interest in video gaming licenses. Mr. Pontius noted the video gaming waitlist. He mentioned that the lease did not mention paraphernalia, and glass, etc. He shared that the applicant did not disclose ownership of Sunrise Petro or the most recent revenue statements of video gaming. He reiterated that the store was not wanted, wished for, or welcome in the neighborhood. He provided *Galaxy Opposition Exhibit #2* (*attached*) to the applicant.

Alicia Henry, after being sworn, addressed the Commission. She lived in Park Place Subdivision, immediately west of proposed, for 33 years. She enjoyed living in the west side neighborhood and noted it was stable, safe, and affordable. She said there would be much to lose, and the business would not be a benefit to the neighborhood. Ms. Henry stated research of negative effects on neighborhoods including increased crime. She noted that Jewel Osco had alcohol and tobacco products plus thousands of other grocery items.

Mr. Boyle asked for clarification on the argument for the business not making a difference when Jewel-Osco provides alcohol. Ms. Henry mentioned several studies that supported the argument that increased access to alcohol led to increased crime. She stated Jewel-Osco, a grocery store, already provided alcohol as well as other products meaning there was no need for an additional store exclusively selling alcohol.

Kathy Gorham, after being sworn, addressed the Commission. She agreed with most of what other testimonies. She stated she lived in Normal across the street. She witnessed a lot of kids picking up pizza at Little Caesars and believed the City did not need to be exposed to alcohol and cigarettes. She expressed concern with Sunday sales when there were two churches and retiree homes close. She said the neighborhood was family-oriented and the business was unnecessary.

Wayne Karplus, after being sworn, addressed the Commission. He noted he lived in Park Place since 1990. He stated the standard for the creation of liquor licenses that it was necessary for the public, convenient for the residents, and in the best interest of the City. He echoed the belief the store was not necessary, as Jewel-Osco was a regular grocery store that provided a wide variety of products. He emphasized that a store focused on alcohol and tobacco was not needed as the neighborhood was primarily residential with children present. He listed the multiple types of residences in the area. He stressed this type of business was not in the best interest of the neighborhood and was specifically concerned of the impact on the neighborhood children. He encouraged the Commission to deny the license due to the residential neighborhood. He again emphasized that the same products can be found at the Jewel-Osco.

Mr. Scott expressed appreciation for the residents' thoughts. He stated he too had been a resident since 1971 and a local business owner so he understood their concerns. He noted the comments on public safety and the comparisons of the proposed business to marijuana dispensaries and gaming businesses. He clarified that the business would not serve alcohol, operate as a dispensary or gaming site; there would be no smoking in the shop, or selling drug paraphernalia. He stressed the proposed store would sell prepackaged liquor and tobacco products. He mentioned that Bloomington was not a dry community and that the elderly homes were given notice, but no one came to speak at the hearing. He addressed the concern of a packaged liquor store increasing crime. He stated the applicant never had any crime at his other businesses in cities with lower crime rates than Bloomington-Normal. He stated his client was respectful of the communities that he had business in. Mr. Scott commented that he grew up in the community and attended Normal Community High School but stressed that the area was commercial and not residential. He acknowledged that Jewel-Osco sold the same products, but his client would have more variety of products. He noted that the client would hire a local General Manager. He stated there were a lot of vacant buildings in Bloomington-Normal and those vacancies attracted more crime than businesses of this model.

Commissioner Mwilambwe asked for clarification on the application to have video gaming at the business. Mr. Scott stated that the owner had interest in applying for video gaming for this establishment.

Mr. Boyle stated the City did not allow video gaming at packaged liquor stores per ordinance. He stated the Commission was not aware that a General Manager had not been hired. He explained that applicants usually had the General Manager present to answer questions as they must also qualify for a license. Mr. Patel stated that he could not commit to hiring without license approval, but would do so if the license was approved. Mr. Scott stated that they could commit to hiring a General Manager by a certain date.

Mr. Boyle asked whether the client was aware of the property line distance from the assisted living community. Mr. Scott stated that he believed the property line iwa more than 80 feet but measurements hadn't been made.

Commissioner Mwilambwe asked Paul Williams, Assistant Police Chief ("AC"), if he had any information on the crime rates in the area. AC Williams stated the crime rates have been

relatively low for that neighborhood, and the Turnberry Apartments noise complaints were accurate. He stated the Family Video (previous occupant) was robbed a few times. He noted that a robust camera system would be recommended by police if the license was approved.

Mr. Scott stated that while there were no cameras currently, cameras would be installed similar to his client's other businesses.

Commissioner Mwilambwe stated that he would like to take all testimony under advisement and release a decision within the next few days.

Commissioner Mwilambwe closed the Public Hearing at 5:02 p.m.

The following item was presented:

Item 5.B. Public Hearing and Action on an Application from Turf Matters, LLC, d/b/a Bloomington Tennis & Turf, located at 4101 Wicker Rd, Requesting Approval of the Creation of a Class EBS (Entertainment/Recreational Sports Venue, Beer and Wine Only, and Sunday Sales) Liquor License.

Commissioner Mwilambwe opened the Public Hearing at 5:03 p.m.

Luke Hensleigh, Owner of Bloomington Tennis & Turf, after being sworn, addressed the Commission. He shared they had been the new ownership group for six months. He shared that their goals were to make the business a community-based center for pickleball, tennis, and other community-based activities by offering drinks after activities.

Commissioner Mwilambwe asked how many employees were on staff. Mr. Hensleigh stated there were 4-5 employees.

Commissioner Mwilambwe asked if any employees serving liquor would be BASSET certified. Mr. Hensleigh said all employees would be BASSET certified, but that only the General Manager would serve alcohol.

Commissioner Mwilambwe asked what the typical number of patrons that may consume alcohol. Mr. Hensleigh stated that they averaged 15-20 patrons per day but would most likely be used by the older demographic that play pickleball.

Commissioner Mwilambwe asked whether alcohol was requested by patrons. Mr. Hensleigh stated there had been requests from patrons for incentives to stay longer after playing games, so TVs and lounge areas have been added.

Commissioner Mwilambwe asked how staff would manage the mixing of age groups. Mr. Hensleigh stated they offer adult event nights with ticket sales that wouldn't have kids.

AC Williams asked if there were plans to rent to big groups for parties of 150 or more. Mr. Hensleigh responded no. AC Williams then asked if food would be served. Mr. Hensleigh said there was no kitchen but they offered a wide variety of snacks.

Mr. Boyle asked if the venue had been hired out by groups or if it was strictly a sports venue. Mr. Hensleigh stated that it was strictly a sports venue, and there had only been one child's birthday since he joined. He noted they had signed contracts with sports clubs for turfs, but they wouldn't have access to the alcohol.

Commissioner Mwilambwe asked if there was anyone in the audience present to speak for or against the item. No one came forward.

Commissioner Mwilambwe closed the Public Hearing at 5:10 p.m.

Galaxy - Opposition Exhibit #1

Galaxy Opposition Exhibit #1

ED M WRIGHT <edwrightjr@comcast.net> 6/25/2024 5:32 PM

Concerns over Liquor License for Mauli, Inc, DBA Galaxy Liquor & Smoke

To ward7@cityblm.org <ward7@cityblm.org>

Hello Molly,

I hope you are doing well.

I know there is a public hearing with the Bloomington Liquor Commission scheduled for July 9, 2024

for a liquor license for Mauli, Inc, DBA Galaxy Liquor & Smoke. I plan on attending that meeting, but I also wanted you to know I am in opposition to a new liquor store moving into our neighborhood.

From the research I have done for an older neighborhood such as ours, this is not a good addition. Statistically when these kind of businesses come into a neighborhood rather than on a thoroughfare, violent crime rises 4+%, property values decline, additional "like" businesses move in such as CBD stores, the negative impact on teenagers increases because of greater availability whether legally or not, and future development in such neighborhoods declines.

This will not be a good addition to our neighborhood. I hope if you have any say so, you will please speak negatively concerning this or at least share my concerns.

Thanks very much for serving in this manner.

Gratefully,

Ed

One source for comments above. I used a newly downloaded search engine from a trusted State Farm friend: Perplexity. He explained it as Google without algorithms.

https://www.perplexity.ai/search/What-are-the-NfX.z4QBTaeJ6XPB2eu9LA#0

Ed Wright, Jr.
11 Boardwalk Ct.
Bloomington, IL 61701
309-310-2408
edwrightjr@comcast.net

EXHIBITS FOR LIQUOR COMMISSION MEETING REGARDING MAULI, INC DBA GALAXY LIQUOR & SMOKES

Liquor License Application

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

Legal Entity Name (Corporate/LLC Name)	MAULI INC
Doing Business As (DBA) OR **Establishment Name** *(Assumed names must be registered with the State of Illinois)*	GALAXY LIQUOR & SMOKE
Legal Entity Address *(including City, State, and Zip)*	1809 LITTLEFIELD LN, MAHOMET, IL 61853
Legal Entity Phone Number	(217)218-9724
Legal Entity Email Address	[redacted]
Establishment Address including Zip	2210 COTTAGE AVE., BLOOMINGTON, IL 61701 Unit B
Establishment Phone Number	[redacted]
Establishment Email Address	[redacted]
***Email Address for ALL City Communications:**	w.leifheit@ams.law

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

BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

Primary Contact:

Name (First & Last)	**City**	**State**	**Zip**
WHITNEY A. LEIFHEIT, Attorney	BLOOMINGTON	IL	61704
Phone Number	**Email Address**		
(309)662-5084	w.leifheit@ams.law		

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

Name (First & Last)	**City**	**State**	**Zip**
NARENDRA PATEL	[redacted]		
Phone Number	**Email Address**		
[redacted]	[redacted]		

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

Name (First & Last)	**City**	**State**	**Zip**
TBD	[redacted]		
Phone Number	**Email Address**		

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

Liquor License Fee Chart

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

Bloomington ILLINOIS

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

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

Status of Business Information:

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

☐ **Sole Proprietorship**
☐ **Partnership** (Date of Formation: _____)
☐ **Limited Liability Company** (LLC)
A copy of the Articles of Organization must be attached.
● **Corporation** (Inc. or Corp.)
A copy of the Articles of Incorporation must be attached.

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

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

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

1. I verify that all owners, partners, officers, members, and majority stockholders:
   - ● Yes ☐ No Are 21 years of age or older.
   - ● Yes ☐ No Are citizens of the United States.
   - ● Yes ☐ No Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).
   - ● Yes ☐ No Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.
   - ● Yes ☐ No Have never been convicted of pandering or any other crime opposed to decency and morality.
2. Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)
   - 2A ☐ Yes ● No Are any of the persons listed under ownership a resident of McLean County?
   - 2B ● Yes ☐ No Is the General Manager a resident of McLean County?
3. ☐ Yes ● No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?
4. ☐ Yes ● No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?

5. ☐ Yes ● No Is the premises for which the license is sought owned?
5A ● Yes ☐ No If not, does a valid lease to the premises for which the license is sought exist? *If so, a copy of the lease is required.*

☐ Yes ● No Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code in connection with the proposed sale of alcoholic beverages? *If yes, please explain:* _____

Nature of License:

1. What type of establishment is intended to be operated with this license? *(e.g. lounge, tavern, restaurant, wine & cheese shop)* Retail liquor store
2. What class of liquor license is being sought? *(See descriptions beginning on page 1.)* PA
3. ● Yes ☐ No Will the establishment offer Sunday Sales?
4. ☐ Yes ● No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? *(Package License Holders Only) See City Code Ch. 6 Sec. 32 for more details.* https://ecode360.com/34837503
5. ☐ Yes ● No Will the establishment offer an Outdoor Dining Area?
6. State the reason the applicant desires a liquor license for the establishment: To operate a storefront which offers the retail sale of packaged alcoholic liquor for purchase by patrons
7. If approved, how would the liquor license benefit the City and its residents? Increasing tax revenue to the City; Adding diversity to the local marketplace for the benefit of
8. ☐ Yes ● No Will the establishment offer live entertainment in the establishment? *If yes, please explain:*
9. ☐ Yes ● No Will the proposed or current establishment sell food?
10. ☐ Yes ● No Will most of the establishment's gross revenue come from sources other than the sale of alcohol? *If yes, what sources will such revenue be derived?* _____
11. If approved, what license renewal billing cycle would be preferred? ● Annual ☐ Semi-Annual

Impact of Establishment:

1. What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	9:00 AM	10:00 PM
Tuesday:	9:00 AM	10:00 PM
Wednesday:	9:00 AM	10:00 PM
Thursday:	9:00 AM	10:00 PM
Friday:	9:00 AM	10:00 PM
Saturday:	9:00 AM	11:00 PM
Sunday:	12:00 PM	9:00 PM

2. Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.) Mixed - predominantly commercial with some residential housing nearby

2A. If there are office or commercial buildings nearby, approximately what are their hours of operation? 10:30 a.m. - 10 pm (Little Caesar's Pizza); 7 am - 11 pm (Jewel Osco)

2B. Is the area predominately residential, are they single or multi-family homes? Mixed - Some multi-family apartment complexes, some single-family homes across the street

3. Describe any and all streets immediately surrounding the establishment: *(e.g. approximate width, one-way, two-way, parking restrictions, etc.)* Cottage Avenue is a two-way street approximately 32 ft wide. The establishment building is set back approximately 100 ft from the street with a 70 ft wide parking lot immediately in front of the building.
4. How much additional traffic is expected to be generated with a liquor license? Minimal to moderate
5. Describe any and all on- and off-street parking: There is a parking lot surrounding the establishment. No nearby on-street parking is available.
6. How many establishments with liquor licenses are located within 500 ft. of the establishment? 1

Bloomington ILLINOIS

Responsibility:

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

Please provide any additional information significant to this application:
Applicant intends to employ a McLean County resident as General Manager for the establishment upon application approval.

Additional License Interests:

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

☐ Yes ■ No **Sidewalk Café License** *(Downtown Area Only)* Allows use of public sidewalk for serving food and beverages on the sidewalk immediately adjacent to the establishment.

☐ Yes ■ No **Catering Liquor License** *Allows liquor license holders to provide catering services to private parties.*

■ Yes ☐ No **Video Gaming License** Allows an establishment to have video gaming terminals and to conduct video gaming on the premises as defined by the Illinois Video Gaming Act.

☐ Yes ■ No **Public Dancing License** Allows a for-profit establishment to offer dance privileges to the public.

■ Yes ☐ No **Tobacco License** Allows retail sale of any cigar, cigarette, snuff, chewing tobacco, manufactured product of tobacco or tobacco in any form.

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

I, the undersigned, swear or affirm that:

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

Narendra Patel	Owner and President
Name (Please Print)	**Title**
eSigned via SeamlessDocs.com [redacted] Key: 5145a77d2cb37256b6755b9d65445473	05/01/2024
Signature	**Date**

Galaxy Opposition Exhibit #2

Video Gaming Waitlist

As of Monday, December 21, 2020 at 8:00 a.m., if a license is unavailable, an applicant may still submit a completed application with all necessary required documents. The application will be reviewed and if the applicant establishment would have qualified for a video gaming license if one was available, it will be placed on the Video Gaming Waitlist. Applications are reviewed on a first come first serve basis. For more information, please view Ord. No. 2020 - 85 Video Gaming Waitlist.

Current Waitlist:

1. Jim's Steak House of BLM, Inc. d/b/a Jim's Steak House (2307 E. Washington St.)
2. Clarabel, LTD. d/b/a Rosie's Pub (106 E. Front St.)
3. Arlandria, LLC. d/b/a Reality Bites (414 N. Main St.)
4. No Ceiling Hospitality, LLC. d/b/a Shake It Up Cocktail Lounge (105 W. Front St.)
5. Smokque, Inc. d/b/a Brass Pig Smoke & Ale House (602 N. Main St.)
6. B FORE, LLC. d/b/a X-Golf Bloomington (1407 N. Veteran's Pkwy, Ste. 2 & 3)
7. Casper Brewing Company, LLC (3803 & 3807 Bally Bunion Rd)

* Month 1 may be a partial month from the Rent Commencement Date to the first full calendar month of the Term.

In the event that Tenant exercises the Renewal Option(s), the " Minimum Annual Rent" during the Renewal Term shall be payable as follows:

Option Period:		PSF
Year 11	Months 121-132	$17.10
Year 12	133-144	$17.61
Year 13	145-156	$18.14
Year 14	157-168	$18.69
Year 15	169-180	$19.25
Year 16	181-192	$19.83
Year 17	193-204	$20.42
Year 18	205-216	$21.03
Year 19	216-228	$21.66
Year 20	229-240	$22.31

I. Initial Estimated CAM, Real Estate Tax, and Insurance:

CAM/Common Utilities/Trash:	$ 919.50 per month
Real Estate Taxes:	$ 942.49 per month
Insurance:	$ 160.91 per month

J. "Security Deposit" shall mean an amount equivalent to **$5,000.00**

K. **"Permitted Use" (as further referenced in Article 5.1) shall mean for the operation of liquor store primarily selling at retail, beer, wine and spirits. Incidental thereto, Tenant shall be permitted to sell tobacco products, canned and bottle beverages, and various candies and snacks as are typically sold in a convenience store. The Demised Premises shall be used solely for the Permitted Use and for no other use or purpose.**

L. Trade Name: **Galaxy Liquor**

M. Legal "Notice Address" for all information shall mean:

Landlord:
Legacy Commercial Property
209 Powell Place
Brentwood, TN 37027
Attn: Property Management
Phone: (847) 904-9201

Landlord Remittance Address:
2701 West Lawrence Avenue; Ste A
Springfield, IL 62704

Tenant.
To the Premises, or to:
Narendra Patel
[redacted]

N. Guarantor: **Narendra Patel,** an individual, whose address is as set forth above.

Personal Financial Statements

Financial Condition as of: 30-Apr-24

Section I

Joint:	Narendra G Patel	&	Bhavisha Patel
Relation:	Married		Married
DOB:	[redacted]		[redacted]
SS:	[redacted]		
Phone:	[redacted]		
Address:	[redacted]		Maa Krupa inc
City & State:			1005 Purnell dr
Occupation:	Entrepreneur		Mahomet, Il 61853
Company:	Maa Krupa, Inc.		217-586-6900
Address:	1005 Purnell Dr.		
City & State:	Mahomet, IL 61853		
Phone:	217-586-6900		

Section II

Assets		**Liabilities**	
Cash on & in Bank	[redacted]		[redacted]
U.S. Gov't. & Marketable Sec. (Sch. A)			
Simple Ira			
Real Estates & Assets (Sch. C)		Real Estate mortgages (Sch. D)	
Pranami Inc (Hard Cash)			
Maa Krupa, Inc. (Hard Cash)			
Visat LLC (Hard Cash)			
Cash value-life insurance (Sch. E)			
Personal Properties			
		Total Liabilities	
Total Assets:		Net Worth	
		Total Liabilities & Net Worth	

Section III

Sources of Income	[redacted]
Salary, Bonuses & Commissions	
Interest	
Other Income:	
Anticipated K1	
Total Income	

Contingent Liabilities	[redacted]
Any contingent liability (describe)	
As endorser, co-maker or guarantor	
Legal claims	
Other special debt	
Amount of contested income tax liens	

Personal Information	[redacted]
Do you have a will? (executor)	
Are you a partner in any other venture not listed? (describe)	
Are you obligated to pay alimony, child support or separate maintenance? (describe)	
Are any assets pledged other than as described on schedule? (describe)	
Income Tax settled through?	
Are you a defendant in any suits or legal actions?	
Personal bank accounts carried at:	
Ever declared bankrupt? (describe)	

Schedule A - U.S. Government & Marketable Securities

Number of Shares or Face Value (Bond)	Description	In Name of	Are these Pledged	Market Value
			Total	$ -

Schedule C - Real Estate & Other Assets

Address & Type of Property	Title in Name of	Date Acquired	Cost	Market Value	Owned % of Shares	Current Loan Amounts
Gas Station/ C-Store - Equipment/Goodwill	Maa Krupa, Inc.	Nov-16	[redacted]		100%	$ -
Gas Station/ C-Store - Inventory	Maa Krupa, Inc.	Dec-20			100%	$ -
Vehical	Narendra G Patel	Dec-09			100%	$ -
Pranami Inc c store Inventoy	Narendra G Patel	Oct-18			100%	
			Total			$ -

Schedule D - Notes Payable Banks & Other

Name of the Lender	Credit in Name of	Original Date	Original Amount	Current Loan Amount	Maturity	Collateral
City National Bank	Narendra G Patel	oct	[redacted]		oct	Real este
First State bank of forrest	Narendra G Patel	Aug-21				Home
First State bank of forrest	Narendra G Patel	Nov-24				Home
			Total			

Schedule E - Life Insurance Carried, Including N.S.L.I. And Group Insurance

Name of Insurance Company	Owner of Policy	Beneficiary	Face Amount	Policy Loans	Accumulation Value
New York Life	Narendra G Patel	[redacted]			
Mass Mutual	Narendra G Patel				

The information contained in this statement is provided for the purpose of obtaining, or maintaining credit with you on behalf of the undersigned people, firms, or corporation in whose the undersigned may either seperately or jointly, excute a guaranty in your favor. Each undersigned understands that you are relying on the information provided herein (included in designation made as to ownership or property) in deciding to grant or continue credit. Each undersigned represents and warrants that the information provided is true and complete and that you may consider this statement as continuing to be true and correct until a further notice of a change is given by the undersigned. You are authorized to make all inquires you deem necessary to verify the accuracy of the statement made herein, and to determine our creditworthiness.

Signature: Narendra pate [redacted] **Signature:** [redacted]

Date: 4/30/24

ILLINOIS GAMING BOARD

160 North LaSalle Street, 3rd Floor
Chicago, Illinois 60601
312-814-4700

VIDEO GAMING LOCATION
DISCLOSURE OF RECORDS

Name of Video Gaming Location Applicant :

Sunrise Petro Inc.

Disclosure Date :

3/11/2024 3:23:43PM

Section 80 of the Video Gaming Act provides, in part, that the provisions of the Illinois Gambling Act shall apply to the Video Gaming Act. 230 ILCS 40/80. Section 5.1 of the Illinois Gambling Act sets forth certain information regarding each applicant or licensee that the Board will make available to any person upon written request. 230 ILCS 10/5.1. The "5.1 Information" regarding applicants and licensees under the Video Gaming Act will also be made available upon written request. Accordingly, **ALL APPLICANTS FOR LICENSURE MUST PROVIDE THE FOLLOWING INFORMATION, WHICH WILL BE PUBLICLY AVAILABLE TO ANYONE WHO REQUESTS IT.**

1. The name, business address and business telephone number of any applicant or licensee.

Sunrise Petro Inc. d/b/a Mansfield Winks Mart
502 N McKinley Street
Mansfield, IL. 61854
217-218-9724

2. An identification of any applicant or licensee including, if an applicant or licensee is not an individual, the names and addresses of all stockholders and directors, if the entity is a corporation; the names and addresses of all members, if the entity is a limited liability company; the names and addresses of all partners, both general and limited, if the entity is a partnership; and the names and addresses of all beneficiaries, if the entity is a trust. If an applicant or licensee has a pending registration statement filed with the Securities and Exchange Commission, only the names of those persons or entities holding interest of 5% or more must be provided.

Sunrise Petro Inc. d/b/a Mansfield BP - Incorporated in the state of Illinois

Narendra Patel - 100% owner President
1809 Littlefield lane, Mahomet, IL 61853

3. An identification of any business, including, if applicable, the state of incorporation or registration, in which an applicant or licensee or an applicant's or licensee's spouse or children has an equity interest of more than 1%. If an applicant or licensee is a corporation, partnership or other business entity, the applicant or licensee shall identify any other corporation, partnership or business entity in which it has an equity interest of 1% or more, including, if applicable, the state of incorporation or registration. This information need not be provided by a corporation, partnership or other business entity that has a pending registration statement filed with the Securities and Exchange Commission.

n/a

4. Whether an applicant or licensee has been indicted, convicted, pleaded guilty or nolo contendere, or forfeited bail concerning any criminal offense under the laws of any jurisdiction, either felony or misdemeanor (except for traffic violations), including the date, the name and location of the court, arresting agency and prosecuting agency, the case number, the offense, the disposition and the location and length of incarceration.

n/a

5. Whether an applicant or licensee has had any license or certificate issued by a licensing authority in Illinois or any other jurisdiction denied, restricted, suspended, revoked or not renewed and a statement describing the facts and circumstances concerning the denial, restriction, suspension, revocation or non-renewal, including the licensing authority, the date each such action was taken, and the reason for each such action.

n/a

6. Whether an applicant or licensee has ever filed or had filed against it a proceeding in bankruptcy or has ever been involved in any formal process to adjust, defer, suspend or otherwise work out the payment of any debt including the date of filing, the name and location of the court, the case and number of the disposition.

n/a

7. Whether an applicant or licensee has filed, or been served with a complaint or other notice filed with any public body, regarding the delinquency in the payment of, or a dispute over the filings concerning the payment of, any tax required under federal, State or local law, including the amount, type of tax, the taxing agency and time periods involved.

8. A statement listing the names and titles of all public officials or officers of any unit of government, and relatives of said public officials or officers who, directly or indirectly, own any financial interest in, have any beneficial interest in, are the creditors of or hold any debt instrument issued by, or hold or have any interest in any contractual or service relationship with, an applicant or licensee.

n/a

9. Whether an applicant or licensee has made, directly or indirectly, any political contribution, or any loans, donations or other payments, to any candidate or office holder, within 5 years from the date of filing the application, including the amount and the method of payment.

n/a

10. The name and business telephone number of the counsel representing an applicant or licensee in matters before the Board.

n/a

(Paragraphs 11 and 12 below have been modified to provide information applicable for video gaming.)

11. A description of any proposed or approved gambling operation, including the type of boat, home dock, or casino or gaming location, expected economic benefit to the community, anticipated or actual number of employees, any statement from an applicant or licensee regarding compliance with federal and State affirmative action guidelines, projected or actual admissions and projected or actual adjusted gross gaming receipts.

A licensed liquor pouring establishment with 9 employees,Mansfield Winks Mart is seeking to be licensed under the Illinois Video Gaming Act, in order to manage and maintain live video gaming terminals for use by its patrons.

12. A description of the product or service to be supplied by an applicant for a supplier's license.

(see answer to question #11)

ILLINOIS GAMING BOARD
VIDEO GAMING REPORT

Sunrise Petro Inc.
190700878

January 2024 - May 2024

6/18/2024
8:01 am

Establishment	License Number	Municipality	VGT Count	VGT Wagering Activity			VGT Income			VGT Tax Distribution		
				Amount Played	Amount Won	Net Wagering Activity	Funds In	Funds Out	Net Terminal Income	NTI Tax	State Share	Municipality Share
Sunrise Petro Inc.	190700878	Mansfield	6	$1,346,254.09	$1,214,217.58	$132,036.51	$437,641.00	$305,604.49	$132,036.51	$44,892.57	$38,290.73	$6,601.84

Galaxy Opposition Exhibit #2

ILLINOIS GAMING BOARD
VIDEO GAMING REPORT

Sunrise Petro Inc.
190700878

January 2023 - December 2023

6/18/2024
8:02 am

Establishment	License Number	Municipality	VGT Count	VGT Wagering Activity			VGT Income			VGT Tax Distribution		
				Amount Played	Amount Won	Net Wagering Activity	Funds In	Funds Out	Net Terminal Income	NTI Tax	State Share	Municipality Share
Sunrise Petro Inc.	190700878	Mansfield	6	$2,725,791.64	$2,441,326.31	$284,465.33	$920,179.00	$635,713.67	$284,465.33	$96,718.48	$82,495.18	$14,223.30

Galaxy Opposition Exhibit #2

FROM: Mboka Mwilabwe, Liquor Commissioner

TO: City Council

RE: The Application of Mauli Inc. d/b/a Galaxy Liquor & Smoke

DATE: July 19, 2024

Findings and Recommendation

A public hearing was held before the Liquor Commissioner of the City of Bloomington on July 9, 2024, on the Application of Mauli Inc. d/b/a Galaxy Liquor & Smoke, in the Government Center Boardroom. At the end of the hearing, the Commissioner took the matter under advisement to consider the application, testimony and other evidence presented in order to make findings and prepare a recommendation to the City Council. In making this recommendation, the Commissioner has considered the factual criteria listed in Sections 6-104 and 6-106 of the Bloomington City Code (the Code). Copies of those Sections are attached to this report.

After having considered the application, the testimony and other evidence presented, the Commissioner finds as follows:

The applicant is applying for a license to operate a package liquor store at the premises located at 2210 Cottage Avenue, Unit B. The unit had formerly been a Family Video store and has been vacant for several years. The applicant corporation is owned entirely by Narendra Patel, who testified at the hearing. Mr. Patel testified that he owns two other businesses that sell alcohol, one in Mohamet and the other in Mansfield and that neither business has ever had a violation of the laws relating to sale of alcohol. A successful liquor store at the location would contribute to the community through payment of taxes. There is a Jewel-Osco located adjacent to the premises that sells alcohol and cigarettes. Mr. Patel stated that the proposed liquor store would contribute to the variety of alcohol available to the community, but he did not state any specific varieties of alcohol he intended to sell that are not available at the Jewel-Osco.

The Liquor Commissioner finds that there are significant factors present in the application and raised at the public hearing that warrant a recommendation to the City Council that this application be denied. Briefly stated, these factors are the lack of an owner or manager residing in McLean County, the proximity of the proposed establishment to housing for persons age 55 years and older, the nature of the establishment being a package liquor and smoke shop and its potential negative impact on the surrounding community.

Regarding the first factor, Section 6-104B. of the Code provides that no liquor license shall be issued to a person who is not a resident of McLean County, unless the general manager of the establishment resides in McLean County. Section 6-104J. requires that the manager of a licensee must "possess the same qualifications required of the licensee". The Code therefore requires that either the owner of a business applying for a liquor license reside in McLean County, or that a manager is hired who resides in McLean County and possesses the same qualifications to hold a license as the owner of the license. In the case of this applicant, the owner does not live in McLean County, nor has he hired a manager who resides in McLean County. When asked about his not having hired a manager, Mr. Patel

responded that he did not want to hire a manager unless he knew he would be getting a liquor license. On one hand, it is understandable that an applicant would not want to spend time and funds hiring a manager if they are not sure of getting a license, but on the other hand, the lack of a manager at the hearing on the license creation means that the Commission cannot learn and assess the qualifications of the manager as required by the Code. Similar to leases and contracts for purchase for licensed premises, the hiring of a manager could be made contingent upon receipt of a liquor license for the business to be managed. In my experience in the past three years as Liquor Commissioner, it is highly unusual, if not unprecedented, for a license applicant to appear without the person being present who will be responsible for the day to day operations of the business. As it stands, this applicant has neither a resident owner nor a manager of the business who is a resident of McLean County and is therefore disqualified for a license under the above-stated provisions of Section 6-104 of the Code.

The location of the proposed business in relation to senior housing is also problematic. At the hearing, several witnesses testified that the proposed liquor store is located directly across the street from what some witnesses referred to as an "assisted living facility" and others referred to as senior apartments. Two sections of the Code are pertinent in this regard. The first is a blanket prohibition. Section 6-110 of the Code prohibits any store with a package liquor license from being within 100 feet of a home for aged persons, measured from property line to property line. Since the hearing, staff did some research to assist the Commissioner and the Council in determining whether the apartment complex should be considered a home for aged persons which would make the license application subject to the prohibition. Staff reviewed the apartment complex website, a printout of which is attached to this report. The apartment complex located across the street from the proposed location is called South Cottage Village. It is described on its website as a "Senior Community" and rents apartments only to those persons who are 55 years of age and older. One of the witnesses at the hearing, Wayne Karplus, testified that he measured the distance between the properties and found them to be 80 feet apart. Staff consulted the City's GIS, which gave the distance between the properties as 75.3 feet. No definition of "home for aged persons" appears in the City's liquor or zoning codes. Section 6-106B.(5(c) requires the Commissioner and City Council to consider the location of the building of the proposed establishment in relation to any "home for the aged." The Commissioner finds that the proximity of the applicant's proposed location to a Senior Community for persons 55 and older should be considered by the Council to fall within the prohibition of Section 6-110, or, if not within that prohibition, should be considered a negative factor under Section 6-106B(5), since a liquor store so close to the apartments may have a negative impact on the residents.

The Commissioner noted that, while only the owner/applicant and their attorney spoke in favor of the application, eight people from the Park Place community spoke against it. While an application should not be judged solely on the number of persons testifying for or against it, the number of residents providing testimony is indicative of a high level of opposition to the application, and their testimony centered on several factors set out in Section 6-106B. of the Ordinance, but most specifically on the factors set forth in Section 6-106B.5., which requires consideration of "The location of the proposed establishment and the probable impact of a liquor establishment at the location upon the surrounding neighborhood." There were concerns that the presence of a store that primarily sells liquor could increase crime, lower property values and fundamentally change the residential character of the neighborhood. The Commissioner is aware that, as pointed out by the applicant's attorney, this is not strictly a residential neighborhood, in that there are businesses located in it. Those businesses include

the previously mentioned Jewel-Osco, that sells liquor and cigarettes along with other groceries. Taking that into account, the Commissioner finds that the concerns of the residents of the neighborhood outweigh the limited benefit additional liquor sales would make to the neighborhood.

Conclusion

Section 6-106A. states that the City Council shall not create a new liquor license unless it finds that the creation of such license is necessary for the public convenience of the residents of Bloomington and is in the best interest of the City of Bloomington. For the reasons set forth above, the Liquor Commissioner recommends that the Council find that the proposed license is not necessary for the public convenience, is not in the best interest of the City of Bloomington and should be denied.

§ 6-104. [Ch. 6, Sec. 4] Disqualification for license. [Amended 10-23-2023 by Ord. No. 2023-107]

No such license shall be issued to:

A. A person not of legal age or under any legal disability;

B. A person who is not a resident of McLean County, unless the general manager of the establishment resides in McLean County;

C. A person who is not of good character with a good reputation in the community in which they reside;

D. A person who has been convicted of a felony under the laws of the State of Illinois or any other state or the United States, unless the Commissioner determines, after investigation, that such person has been sufficiently rehabilitated to warrant the public trust;

E. A person who has been convicted of being the keeper of or is keeping a house of ill fame;

F. A person who has been convicted of pandering or other crime or misdemeanor opposed to decency or morality;

G. A person whose license issued under this Ordinance has been revoked for cause;

H. A person who at the time of application for renewal of any license hereunder would not be eligible for such license upon a first application;

I. An entity, if any official, manager or director thereof or any stockholder or stockholders owning in the aggregate more than 5% of the stock of such entity, would not be eligible to receive a license hereunder for any reason other than citizenship or residence within the City;

J. A person whose place of business is conducted by a manager or agent unless said manager or agent possess the same qualifications required of the licensee;

K. A person who has been convicted of a violation of any Federal or State law concerning the manufacture, possession or sale of alcoholic liquor subsequent to the passage of this Code or shall have forfeited their bond to appear in court to answer charges for any such violation;

L. A person who does not own the premises for which a license is sought or does not have a lease thereon for the full period for which the license is to be issued;

M. Any law enforcing public official, any Mayor or Council member, and no such official shall be interested in any way, either directly or indirectly, in the manufacture, sale or distribution of alcoholic liquor;

N. Any person, association or entity not eligible for a state retail liquor dealer's license;

O. Any person who fails to furnish or falsely furnishes information or who fails to make or falsely makes statements required in the application for license as set forth in this chapter. **[Ord. No. 2006-113]**

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§ 6-106. [Ch. 6, Sec. 4B] Creation of new license - findings.

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

B. Factual criteria. In deciding whether creation of a new license is necessary, the City Council shall consider:

(1) The class of liquor license applied for;

(2) Whether most of the establishment's anticipated gross revenue will be from sale of alcohol or other resources;

(3) The character and nature of the proposed establishment;

(4) The general design, layout and contents of the proposed establishment;

(5) The location of the proposed establishment and the probable impact of a liquor establishment at that location upon the surrounding neighborhood or the City as a whole giving particular consideration to; **[Ord. No. 2004-2]**

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

(b) The nature of the proposed establishment;

(c) The location of the building of the proposed establishment in relation to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their families, or any military or naval station with particular emphasis on its entrances/exits, windows and parking facilities; **[Amended 10-23-2023 by Ord. No. 2023-107]**

(d) The hours of operation of the proposed establishment;

(e) The effect of live entertainment and/or amplified music in the proposed establishment upon persons in the surrounding area, particularly with respect to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their families, or any military or naval station; **[Amended 10-23-2023 by Ord. No. 2023-107]**

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

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

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

(i) Whether and what types of alcohol the applicant proposes to sell in single serving sizes for consumption off of the premises.

(6) The probable demand for the proposed liquor establishment in the City;

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(7) The financial responsibility of the applicant;

(8) Whether the applicant or (if the applicant is a partnership or entity) whether any partner, officer or director of the applicant has ever held a liquor license and their performance as a licensee; **[Ord. No. 1977-69 ; amended 10-23-2023 by Ord. No. 2023-107]**

(9) Whether the applicant intends to furnish live entertainment in the establishment, and if so, the nature of such entertainment;

(10) Whether the applicant intends to obtain an entertainment venue operator license pursuant to Chapter 7 of the Bloomington City Code; **[Amended 10-23-2023 by Ord. No. 2023-107]**

(11) Whether the proposed establishment poses any problem to the Bloomington Police Department or Liquor Commissioner in the enforcement of City Ordinance or State and Federal Law;

(12) Whether a current City of Bloomington liquor license has been issued for the premises sought to be licensed in the application;

(13) Whether the premises complies with all pertinent health and safety codes applicable within the City of Bloomington;

(14) No license shall be created for, or maintained by, an establishment whose primary or major focus is video gaming. In determining whether an establishment's primary or major focus is video gaming, the following factors may be considered:

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

[1] The number of video gaming machines relative to the customer seating capacity of the establishment; and

[2] The square footage of space devoted to video gaming relative to the amount of space devoted to other activities;

(b) Whether the probable revenue derived from the establishment will be primarily from video gaming;

(c) The number of employees at the establishment and their proposed function;

(d) Other relevant factors. **[Ord. No. 2013-13]**

(15) The recommendation of the Liquor Commission. **[Ord. No. 2013-13]**

C. All licenses created hereby are subject to issuance by the Mayor, at their discretion, as provided in 235 ILCS 5/4-4 and § 6-142 of this chapter. **[Ord. No. 2013-13 ; amended 10-23-2023 by Ord. No. 2023-107]**

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First Site
Apartments

back to search

South Cottage Village

(309) 888-4444

This new construction community opened its doors in August 2011! SCV is a Senior Commmunity focuses on your needs. This 55 years of age or older community offers amenities and features which are unmatched. Check with our staff to see if you are eligible and to complete a pre-application card. We also offer apartments for elderly residents in need of supportive housing. White Oak Villas will have two floor plan layouts: 3 Bedroom 2.5 Baths & 2 Bedroom 2.5 Baths. They will be located in West Normal near intersection of Cottage Ave. & Hovey Ave. This community will be unique, no true comparable community currently exists in the Bloomington/Normal area. It's array of features/amenities will separate this new community from other developments. Features like private driveways, garages, HDTVs, multiple bathrooms and elegant features make this new community unlike anything else!

- Floor Plans
- Photos & Tours
- Amenities
- Directions
- Apply Now

Our Floor Plans

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FILTERS

1 Bed 1

More

1 Bedroom 1 Bath

BEDS / BATHS
1 bd / 1 ba

RENT
$510/month

DEPOSIT
$500

SQ. FT
—

Request Info | Details >

* Pricing and availability are subject to change. Rent is based on monthly frequency.
**SQFT listed is an approximate value for each unit.

Photos & Tour

Photos

More

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1 / 13

Amenities

Community Amenities

Online Payments Available

- Experience The Freedom of Independent Living
- Senior Living Community (55 and over)
- Affordable Rents
- Secured Facility w/ Cameras
- Elegant Lobby w/ Elevators
- Fitness Room
- Library
- Laundry Room
- Large Community Room

Apartment Amenities

- Ample Closet Space w/ Organizers
- Large Windows for Plenty of Sunlight
- Exceptional Kitchens

Skip to content >

od Bedroom/Bathroom Doors

- Above Range Microwave
- Quartz Countertops
- Stainless Steel Appliances including Above Range Microwave, Side by Side Refrigerator, Stove, and Digital Dishwasher
- Contemporary Apartment Features
- Comfortable Floor Plans
- Grey Oak Cabinetry
- Stone, Glass, Metal Mosaic Backsplash
- Bronze Gooseneck Faucet
- HIgh Efficiency Front Load Washer/Dryer
- Private Garage
- Electric Fireplace
- Luxury Vinyl Plank Flooring
- Patio Door in Master Bedroom
- Closet Organizers
- Stand-up Shower
- Vaulted Ceilings in Living Room
- Tray Ceilings in Bedrooms
- 2-Panel Cheyanne Interior Doors
- 9ft Ceilings
- 65" Smart TV in Each Living Room
- 55" Smart TV in Each Bedroom
- Bathtub
- Elegant Lighting
- Bronze Fixtures
- High Profile Ceiling Fans
- Rain Drop Shower Heads

*Select Units

Neighborhood & Directions

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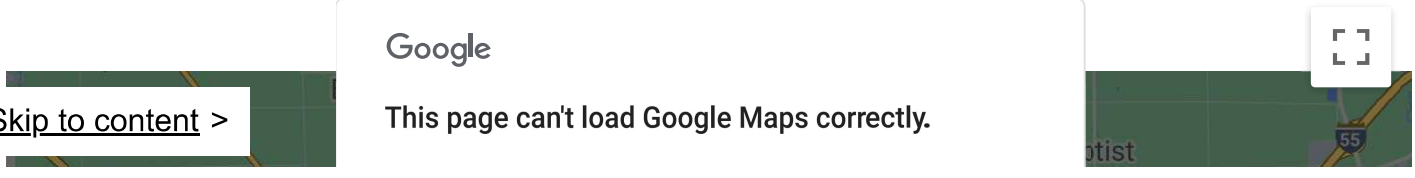
Places

Distance

Reset Filters



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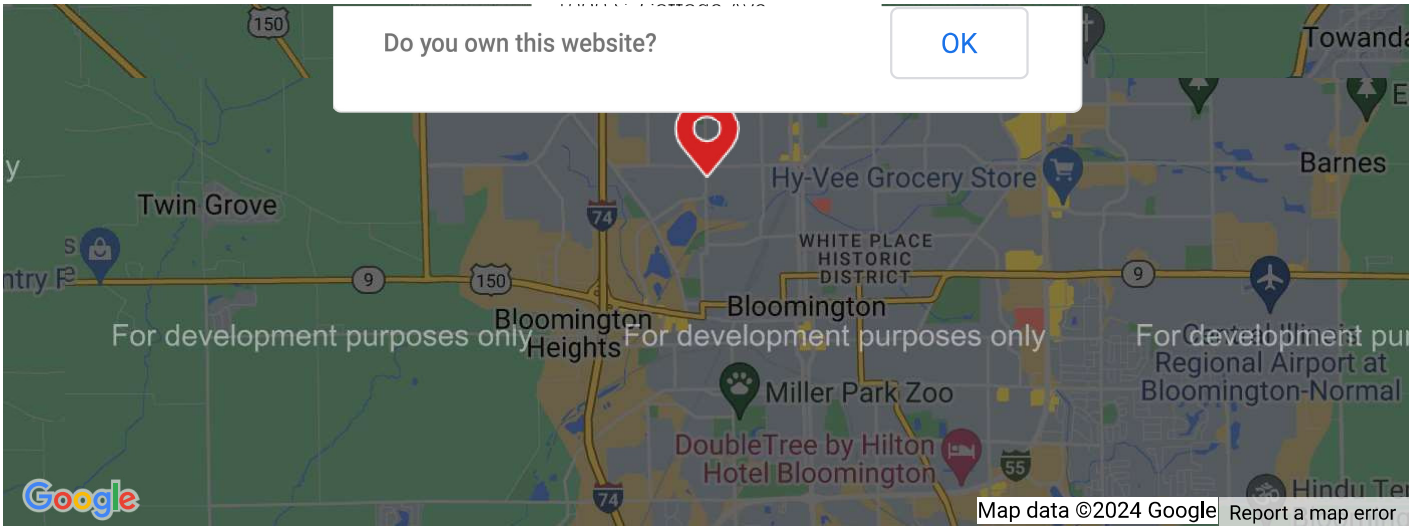

View on Google Maps

Contact

(309) 888-4444
Send us an email

Location

1000 S. Cottage Ave
Normal, IL 61761

Office Hours

Mon: 9:00 AM-6:00 PM
Tue: 9:00 AM-6:00 PM
Wed: 9:00 AM-6:00 PM
Thu: 9:00 AM-6:00 PM
Fri: 9:00 AM-6:00 PM
Sat: 10:00 AM-4:00 PM
Sun: Closed

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REGULAR AGENDA ITEM NO. 8.A.

FOR COUNCIL: August 12, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Authorizing Waiving Formal Bidding Requirements and Approving an Agreement with Iverson Consulting Group (ICG) through December 20, 2024, as requested by the Administration Department.

RECOMMENDED MOTION: The proposed Resolution 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
Objective 1e. Partnering with others for the most cost-effective service delivery

BACKGROUND:

If approved, the Resolution would authorize the City to enter into an agreement with Iverson Consulting Group (ICG) to begin services to help scope out what a formalized, continuous improvement effort could look like for the City. During the timeframe of the contract, support will be provided to help City staff:

- Assess current departmental practices and organizational behaviors in place;
- Review organizational goals, objectives, and priorities including the process and methodologies for creating alignment and accountability at each layer of the organization;
- Define gaps between current state and what a potential future could look like;
- Identify 2-3 changes to implement by the end of 2024, to help build buy-in for future continuous improvement efforts and show immediate return on investment; and
- Develop a plan for potential implementation efforts for 2025, 2026, and beyond.

Pending future Council approval, work with ICG may continue into 2025 so that plans created could be realized. If that were to occur, support will be provided to help City Staff:

- Execute implementation plans created;
- Identify ideal leadership behaviors that include tactical and emotional leadership practices to achieve sustainable, long-term improvement;
- Determine resources to support the organization during transitions to new ways of working; and/or
- Design and implement performance management and problem-solving systems with

associated metrics.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will enter into an agreement with Iverson Consulting Group (ICG) to begin services to help scope out what a formalized, continuous improvement effort could look like for the City. Costs incurred as a result of this agreement will be taken from the Administration-Other Professional & Technical Services account (10011110-70220). It is estimated that costs during this period will be approximately $40,000. This includes $33,000-$34,000 in consulting-related fees to Iverson Consulting Group. The remaining $6,000-$7,000 cost is being budgeted for travel-related expenses and any potential unforeseen costs that may be incurred. Stakeholders can locate this in the FY 2025 Budget Book titled "Budget Overview & General Fund" on page 138.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Josh Hansen, Compensation and Benefits Manager

ATTACHMENTS:
ADM 1B Resolution
ADM 1C ICG Agreement

RESOLUTION NO. 2024 - ____

A RESOLUTION AUTHORIZING WAIVING FORMAL BIDDING REQUIREMENTS AND APPROVING AN AGREEMENT WITH IVERSON CONSULTING GROUP (ICG) FROM THROUGH DECEMBER 20, 2024

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

WHEREAS, it has been determined that the City will need outside expertise to help scope out what a formalized, continuous improvement effort could look like; and

WHEREAS, the Iverson Consulting Group (hereinafter "ICG") has extensive global experience assisting clients through continuous improvement and other transformational change, in both the public and private sectors; and

WHEREAS, staff requests the formal bidding process be waived and the City Manager be authorized to enter into an agreement with the ICG through December 20, 2024.

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

SECTION 1. That the recitals set forth above are incorporated herein and the City Manager, or designated representatives, are authorized to execute and facilitate the fulfillment of any other necessary documents or processes to enable said project.

SECTION 2. This Resolution shall be in full force and effect immediately after its passage and approval.

PASSED this 12th day of August 2024.

APPROVED this ___ day of August 2024.

CITY OF BLOOMINGTON **ATTEST**

_____ _____

Mboka Mwilambwe, Mayor Leslie Smith-Yocum, City Clerk

FRACTIONAL CHIEF TRANSFORMATION OFFICER SUPPORT AGREEMENT

This Fractional Chief Transformation Officer Agreement (this "Agreement"), dated 24 July 2024, is made by and between the City of Bloomington, Illinois with an address at 115 E Washington St, Ste 402. Bloomington, IL 61701 (the "City"), and ICG, with an address at 1054 W Coastal Court, Meridian, Idaho 83642 ("Consultant").

1. Consulting Services. The City hereby engages the Consultant to perform the services set forth in the **Appendix: Statement of Work** attached hereto (the "Statement of Work")[1], and the Consultant hereby accepts such engagement. Consultant shall render such services in a professional and workmanlike manner[, at such times, locations and facilities as are mutually agreed between Consultant and the City from time to time]. The City shall, upon reasonable notice and during regular business hours, provide Consultant reasonable access to the City's relevant personnel, facilities and Confidential Information (as defined below), as necessary for Consultant to perform such services. [Consultant shall have the right to designate one or more persons reasonably acceptable to the City to render the services described on the Statement of Work; provided that Consultant shall be responsible for any such person's compliance with the terms of this Agreement.][2] [If the City and Consultant agree to modifications, additions or enhancements to services that are not already the subject of an executed Statement of Work, each such change will be described in a new Statement of Work describing such modifications, additions and/or enhancements in reasonable detail and including the payment terms therefor.] Nothing in this Agreement shall in any way limit, restrict or prohibit Consultant from being employed or engaged by any third party during the term of this Agreement; provided that any such other employment or engagement does not materially and adversely interfere with the performance by Consultant of its services to the City hereunder.

2. Term. This Agreement shall be effective as of 12 August 2024 and will terminate on 20 December 2024 unless extended by mutual agreement of the City and Consultant; provided that [each of the City and Consultant shall have the right to terminate this Agreement at any time upon not less than 7 days' prior written notice to the other party].[3] In the event of any termination of this Agreement by the City, Consultant shall be paid pro rata through the date of such termination[, plus such additional days (at the daily rate set forth on the Statement of Work) as the City and Consultant may mutually agree are necessary for a suitable turnover of work in progress].

3. Fee; Expenses. The City shall pay the Consultant such fee(s) as are identified in the Statement of Work. In addition, the City shall reimburse Consultant for all reasonable and documented expenses incurred in the course of performing Consultant's duties and responsibilities under this Agreement, including reasonable travel-related expenses.[4] Unless otherwise provided in the Statement of Work, payments to be made to Consultant hereunder shall be made within [thirty (30)] days of invoicing by check.

4. Independent Contractor. It is expressly understood and agreed that Consultant is, and shall at all times during the term of this Agreement be deemed to be, an independent contractor of the City, and nothing in this Agreement shall in any way be deemed or construed to constitute Consultant as a partner or employee of the City.

---

[1] NTD: Alternatively, "Services" could also be specified in the Consulting Agreement itself.
[2] NTD: In certain instances, City may require specific individuals.
[3] NTD: Term s may vary. In some circumstances, it may be appropriate to provide for built in "extensions" or automatic renewals, or to provide either party with specific rights to terminate prior to expiration of the initial term.
[4] NTD: City may at times seek caps on individual and/or aggregate expenses or may require prior approval of larger expense items.

5. Confidential Information. Consultant acknowledges and agrees that its engagement with the City may involve the understanding of and access to trade secrets and/or non-public proprietary information pertaining to the business and affairs of the City (collectively, "Confidential Information"). Consultant agrees that it will hold in trust, keep confidential, and not disclose to any person or entity or make any use of any Confidential Information except for the benefit of the City and only as necessary in connection with its engagement with the City. The foregoing obligations shall not apply to, and the term "Confidential Information" shall not include, any information which (a) is or becomes a part of the public domain, (b) was in Consultant's possession prior to its disclosure to Consultant by or on behalf of the City, or (c) was or is received by Consultant from a third party who was not, to Consultant's knowledge at the time of such receipt, prohibited from disclosing such information by a confidentiality or other obligation to the City in respect of such information.[5]

6. Indemnification. The City agrees to indemnify, defend and hold Consultant harmless from and against any and all liability, loss, damage, claim or expense, including, without limitation, reasonable attorneys' fees and expenses, arising out of, resulting from or relating to any performance by Consultant of any duties or responsibilities for or at the direction of the City, except in each case to the extent that any such liability, loss, damage, claim or expense resulted from the negligence or misconduct of Consultant or from the breach by Consultant of this Agreement.[6]

7. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR LOST PROFITS OR PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.[7]

8. Force Majeure. No party shall be liable or responsible for any delay in performing its obligations under this Agreement to the extent that the delay is caused by any act, event or circumstance beyond the reasonable control of such party, including without limitation any act of war, terrorism, civil riot or upheaval, quarantine, embargo or similar governmental action, strike or labor dispute, hurricane, flood or other natural disaster (each, a "Force Majeure Event"), as long as that party gives notice, as soon as is practicable, describing the Force Majeure Event to the other party and uses commercially reasonable efforts to resume performance as soon as is reasonably possible.

9. Successors and Assigns. This Agreement shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned in whole or in part by either party without the prior written consent of the other party.[8]

10. Severability. If any provision of this Agreement would be held to be invalid, prohibited or unenforceable in any jurisdiction for any reason, such provision, as to such jurisdiction only, shall be ineffective to the extent of such invalidity, prohibition, unenforceability, without invalidating the remaining provisions of this Agreement.

11. Entire Agreement; Waivers. This Agreement constitutes the entire agreement and understanding of the parties hereto and supersedes all prior agreements, whether oral or written, between

[5] NTD: City may also request "work for hire" and/or invention assignment provisions with respect to intellectual property created by Consultant during the course of rendering services.
[6] NTD: Certain Companies may seek to resist indemnification altogether and/or may request "mutual" indemnification from the Consultant.
[7] NTD: Liability limits and caps may be a matter of negotiation.
[8] NTD: City may request ability to assign to affiliates or other third parties. This may be acceptable; however, Consultant should ensure that a creditworthy continues to stand behind payment obligations.

the parties relating to the subject matter hereof and may not be changed or modified except in writing signed by the parties hereto. The failure of either party to require the performance of any term of this Agreement or the waiver by either party of any breach under this Agreement shall not prevent a subsequent enforcement of such term, nor be deemed a waiver of any subsequent breach.

12. Construction, Interpretation. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring either party by virtue of the authorship of any of the provisions of this Agreement. The headings of the Sections and sub-sections hereof are inserted for convenience of reference only and shall not affect any interpretation of this Agreement.

13. Governing Law. This Agreement shall be governed in all respects by the internal laws of the State of Illinois, without regard to conflicts of laws principles.

14. Counterparts; Signatures. This Agreement may be executed by facsimile or electronic signature and in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

[*remainder of page intentionally left blank; signature page follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives as of the date first above written.

ACCEPTED AND AGREED:

Consultant	**Client**
Signature	Signature
Ted J Iverson	Jeff Jurgens
Name	Name
Managing Director	City Manager
Title	Title
	Date
Date	Date

Please sign, scan, and email to Ted@IversonConsultingGroup.com

Appendix: Statement of Work #1[9]

CONSULTANT: ICG (Iverson Consulting Group)

CITY: Bloomington, IL

EFFECTIVE DATE: 12 August 2024

This Statement of Work is subject to the terms of the Consultant Agreement between the parties, dated 12 August 2024 (the "Agreement"). The terms of this Statement of Work shall control if there is a conflict between the terms of the Agreement and this Statement of Work.

DESCRIPTION OF SERVICES:

Fractional Chief Transformation Officer support duties including

- Collaboratively develop a plan defining resources and actions essential for increased impact during 2025, 2026, and beyond
- Begin new to increase the frequency and strength of ideal leadership behaviors that include tactical and emotional leadership practices to achieve significant impact with sustainable long-term improvement trends
- Development of highly effective and easily accessible resources to support the organization during this transition to new ways of working and sustainable improvement
- Facilitation, Design and Implementation of a Municipal Improvement System inclusive of performance management and problem-solving systems, with their associated metrics

Examples of included activities are

- Identification of 2-3 changes to implement by the end of 2024, to help build buy-in for future Continuous Improvement efforts and show immediate return on investment
- On-site visit at one or more select departments to assess current practices and organizational behaviors that are in place
- Review and assessment of organizational goals, objectives, and priorities including the process and methodologies for creating alignment and accountability at each layer of the organization
- Regularly scheduled working sessions to create focus and engagement of key stakeholders
- Scheduling of training events and leadership experiences that create early clarity for aspirations that will inspire the organization

Time Commitment

- Multi-day, on-site visit (one per quarter)
- Weekly and bi-weekly remote working sessions
- Monthly review and alignment meetings

[9] NTD: Format to be customized/expanded, as appropriate.

- Regular individual coaching sessions with 2-4 leaders

INDIVIDUAL PERFORMING THE WORK:

Ted Iverson and such other person(s) as shall be acceptable to the City in its [sole]/[reasonable] discretion.

PROFESSIONAL FEES:

- Retainer: $7,750 USD/month

  * Travel and lodging associated with days of service to be reimbursed by the City

  Payment Terms: Invoice the first of the month following for the prior month. Payable net 30 days