

**CITY OF
BLOOMINGTON
COUNCIL MEETING
SEPTEMBER 27, 2021**



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

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

PUBLIC COMMENT

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

CONSENT AGENDA

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

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

PUBLIC HEARING

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

REGULAR AGENDA

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

MAYOR AND COUNCIL MEMBERS

Mayor - Mboka Mwilambwe

City Council Members

Ward 1 - Jamie Mathy
Ward 2 - Donna Boelen
Ward 3 - Sheila Montney
Ward 4 - Julie Emig
Ward 5 - Nick Becker
Ward 6 - Vacant
Ward 7 - Mollie Ward
Ward 8 - Jeff Crabill
Ward 9 - Tom Crumpler

City Manager - Tim Gleason

Deputy City Manager - Billy Tyus

CITY LOGO DESIGN RATIONALE

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

MISSION, VISION, AND VALUE STATEMENT

MISSION

To Lead, Serve and Uplift the
City of Bloomington

VISION

A Jewel of the Midwest Cities

VALUES

Service-Centered,
Results-Driven,
Inclusive

STRATEGIC PLAN GOALS

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

AGENDA



REGULAR SESSION CITY COUNCIL MEETING AGENDA
GOVERNMENT CENTER CHAMBERS, 4TH FLOOR, ROOM #400
115 E. WASHINGTON STREET, BLOOMINGTON, IL 61701
MONDAY, SEPTEMBER 27, 2021, 6:00 P.M.
AMENDED

1. Call to Order
2. Pledge of Allegiance to the Flag
3. Remain Standing for a Moment of Silent Prayer
4. Roll Call
5. Recognition/Appointments
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 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

- A. Consideration and action to approve the Minutes of the July 19, 2021 Committee of the Whole Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*
- B. Consideration and action to approve the Minutes of the August 23, 2021 Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*
- C. Consideration and action to approve Bills and Payroll in the amount of \$6,875,855.88, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*
- D. Consideration and action to approve Appointments to various Boards & Commissions, as requested by the Administration Department. *(Recommended Motion: The proposed Appointments be approved.)*
- E. Consideration and action to approve the Purchase of 1 Toro Groundmaster 7200 w/ 72" deck kit, 1 Toro Groundmaster 7200 with 60" deck kit, 1 Toro 52" GrandStand, and 1 Toro 4000 11' cut width w/4wd package from MTI Distributing in the amount of 103,813.47, utilizing the Omnia Partners and State of Illinois joint purchasing contracts, as requested by the Parks, Recreation and Cultural Arts Department. *(Recommended Motion: The proposed Purchase be approved.)*

- F. Consideration and action on the Purchase of Environmental Database Watershed Management Software, through the Watershed Conservation Intergovernmental Agreement between the City of Bloomington, McLean County, the Town of Normal, and the McLean County Soil and Water Conservation District, in the amount of \$66,000, as requested by the Public Works Department. *(Recommended Motion: The proposed Purchase be approved.)*
- G. Consideration and action on an Ordinance Amending Chapter 7 of the City Code Regarding Video Gaming Licensure Requirements Within the City, as requested by the City Clerk Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- H. Consideration and action to postpone consideration of 1) an Ordinance Approving the Vacation of an Alley between Lot 8 of McDowell Subdivision and Lot 4 of J B Stevenson Subdivision, and 2) an Ordinance Amending the City Policy on Street & Alley Vacations, as requested by the Public Works Department. *(Recommended Motion: Consideration of the proposed Ordinances be postponed until a meeting no later than October 25, 2021.)*
- I. Consideration and action on 1) an Ordinance Amending the Budget Ordinance for the Fiscal Year ending April 30, 2022, to increase the Capital Improvement Fund budget by \$175,527, and on 2) an Ordinance Authorizing a Construction Contract Between the City of Bloomington and J Spencer Construction, LLC for the Government Center Remodel Project (BID 2022-09), in the Amount of \$175,527, as requested by the Facilities Department. *(Recommended Motion: The proposed Ordinances be approved.)*
- J. Consideration and action on an Ordinance Amending the Budget Ordinance for the Fiscal Year ending April 30, 2022, to increase the Community Development Block Grant (CDBG) budget by \$685,740, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- K. Consideration and action on an Ordinance Approving the Fourth Amendment to the Contract Between the City of Bloomington and Tim Gleason, as requested by the City Council. *(Recommended Motion: The proposed Ordinance be approved.)*
- L. Consideration and action on a Liquor License Application of Adidev Hospitality Management, LLC, d/b/a Chateau Hotel and Conference Center, located at 1621 Jumer Drive, for a Class EAS (Entertainment, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. *(Recommended Motion: The proposed License be approved.)*
- M. Consideration and action on an Application of Aldi, Inc., d/b/a Aldi, Inc. #55, to be located at 2121 Village Lane, requesting a Class PBS (Package, Beer and Wine Only, and Sunday Sales) Liquor License, as requested by the City Clerk Department. *(Recommended Motion: The proposed License be approved.)*
- N. Consideration and action on a Request from Bloomington Normal Jaycees, who will hold a Bruegala with a Twist fundraiser in Downtown Bloomington on Friday, October 1, 2021, for a Class LB (Limited/Beer and Wine) Liquor License,

as requested by the City Clerk Department. *(Recommended Motion: The proposed License be approved.)*

- O. Consideration and action to approve a Lake Bloomington Lot Transfer and Supplemental Agreement for Lot 7 in Block 1 in Camp Kickapoo, from Andrew and Ashley Netzer to the petitioners, Robert M. and Candice J.M. Osenga and Chad and Roxanna Parker, as requested by the Public Works Department. *(Recommended Motion: The proposed Lot Transfer, Petition, and Supplemental Agreement be approved.)*

8. Regular Agenda

- A. Consideration and action on a Resolution in Support of the Bloomington Historic Preservation Plan, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Resolution be approved.) (Presentation by Nicholas P. Kalogeresis, AICP, Associate Principal, the Lakota Group, 10 minutes; and City Council discussion, 15 minutes.)*
- B. Consideration and action on an Ordinance Amending the Budget Ordinance for the Fiscal Year ending April 30, 2022, as it relates to the City's Overhead Sewer Program, in the amount of \$210,000, as requested by the Administration Department. *(Recommended Motion: The proposed Ordinance be approved.) (Presentation by Tim Gleason, City Manager, 5 minutes; and City Council discussion, 5 minutes.)*
- C. Consideration and action on an Ordinance Authorizing the Mayor and City Manager to Approve Agreements, Contracts, Land Acquisition, and Related Documents Associated with Budgeted Water, Sewer and Stormwater Infrastructure Improvement Projects, as requested by the Legal Department and the Public Works Department. *(Recommended Motion: The proposed Ordinance be approved.) (Presentation by Tim Gleason, City Manager, 5 minutes; and City Council discussion, 5 minutes.)*
- D. Consideration and action on a Resolution Regarding Housing Rehabilitation for those affected by the June 2021 Flooding Event, as requested by Ward 7 Mollie Ward. *(Recommended Motion: Option A: A Resolution in Support of Utilizing the Illinois Housing Development Authority Rehabilitation Program, as well as the Creation and Funding of a Similar Local Program, to Assist Qualified Residents with the 2021 Flooding Event, and Providing Direction to City Staff on Next Steps, be approved; Option B: A Resolution in Support of Utilizing the Illinois Housing Development Authority Rehabilitation Program to Assist Qualified Residents with the 2021 Flooding Event, as well as Potential Future Funding of a Similar Program, and Providing Direction to City Staff on Next Steps, be approved; Option C: A Resolution in Support of Utilizing the Illinois Housing Development Authority Rehabilitation Program to Assist Qualified Residents with the 2021 Flooding Event and Providing Direction to City Staff on Next Steps, be approved.) (Presentation by Tim Gleason, City Manager, 5 minutes; and City Council discussion, 20 minutes.)*

9. Finance Director's Report

<https://www.cityblm.org/government/advanced-components/documents/-folder-145>

10. City Manager's Discussion

11. Mayor's Discussion
12. Council Member's Discussion
13. Executive Session - Cite Section
14. Adjournment

CONSENT AGENDA



CONSENT AGENDA ITEM NO. 7.A

FOR COUNCIL: September 27, 2021

SPONSOR: City Clerk Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Minutes of the July 19, 2021 Committee of the Whole Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Minutes be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

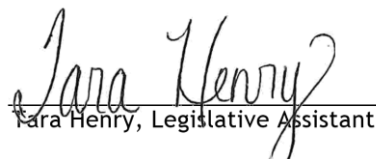
Respectfully submitted for Council consideration.

Prepared by: Amanda Stutsman, Deputy Clerk

Reviewed by:


Leslie Yocum, City Clerk

9/22/2021


Tara Henry, Legislative Assistant

9/22/2021

Attachments:

- CLK 1B DRAFT 07-19-2021 COW Minutes



MINUTES
COMMITTEE OF THE WHOLE CITY COUNCIL MEETING
MONDAY, JULY 19, 2021, 6:00 P.M.

The City Council convened in regular session in-person in Government Center Chambers at 6:00 p.m., Monday, July 19, 2021. The meeting was called to order by Mayor Mboka Mwilambwe.

Roll Call

Attendee Name	Title	Status	Arrived
Mboka Mwilambwe	Mayor	Present	
Jamie Mathy	Council Member, Ward 1	Present	
Donna Boelen	Council Member, Ward 2	Present	
Sheila Montney	Council Member, Ward 3	Present	
Julie Emig	Council Member, Ward 4	Present	
Nick Becker	Council Member, Ward 5	Present	
Jennifer Jazmin Carrillo	Council Member, Ward 6	Present	
Mollie Ward	Council Member, Ward 7	Present	
Jeff Crabill	Council Member, Ward 8	Present	
Tom Crumpler	Council Member, Ward 9	Present	

Public Comment

Mayor Mwilambwe read a statement of procedure for public comment and the following individuals spoke in-person: (1) Ann Miller; (2) Gary Donohue; (3) Robert "Bob" Sampson; (4) Darlene Weber; (5) Stacy Durako; (6) Connie Boznos; (7) Kathy Petty; (8) Judi Davenport; and (9) Kurt Hudson. No emailed public comment was received.

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 Montney, that the Consent Agenda, including all items listed below, be approved as presented.

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

AYES: Mathy, Boelen, Montney, Emig, Becker, Carrillo, Ward, Crabill, Crumpler

Motion carried.

Item 4.A. Consideration and action to approve the Minutes of the May 17, 2021 Committee of the Whole Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Regular Agenda

The following item was presented:

Item 5.A. Presentation and discussion of topics related to the recent storm events, as requested by the Public Works Department and the Administration Department.

City Manager Tim Gleason introduced the item and explained that the presentation would include an overview of the City's response to recent storms. He reminded the community that a more in-depth presentation would take place at the August Committee of the Whole ("COW") meeting and then asked Kevin Kothe, Director of Public Works, to address Council.

Mr. Kothe discussed the extent of storm damage and presented multiple photos of streets, creeks, damaged roads, and other areas of Bloomington that had flooded. He described the flooding at each location, noting multiple feet of water and stalled cars. He then presented a map that indicated the claims for flooding submitted to PMA, the City's Insurance Company, noting that most of the flooding was in the center of town. He went on to show the same map as it compared to sanitary sewer drains, storm drains, and combination drains. Mr. Kothe provided an overview of what would be covered at the August COW meeting. He explained that staff continued to track and compile the data that would be presented.

Council Member Ward was concerned about the number of combined sewers. She asked why some areas would not be addressed until 2029, whereas others were not considered. City Manager Gleason stated that the August COW meeting presentation would address her question. Mr. Kothe explained the difference between a combined sewer versus a combined sewer overflow ("CSO"). Council Member Ward asked for additional explanation on why the Locust-Colton and the Mainsfield CSO projects were addressed initially. Mr. Kothe explained that the Locust-Colton CSO overflowed 4 times a year on average and that the IEPA determined it needed to be addressed. He explained why the sewers downstream needed to be addressed before those on higher ground. Council Member Ward expressed her belief that the City should do more to assist those affected by sewer and sewage flooding.

Council Member Ward made a motion, seconded by Council Member Carrillo, to extend the discussion period by 30 minutes.

Mayor Mwilambwe asked the Clerk to call roll which resulted in the following:

AYES: Mathy, Boelen, Montney, Emig, Becker, Carrillo, Ward, Crabill, Crumpler

Motion carried.

Council Member Ward and Mr. Kothe continued their discussion, including the benefits of detention basins in West Bloomington, the Sewer Overhead Program, and the potential impacts of individual homes making improvements. Council Member Ward and Mr. Kothe then discussed the various phases of a CSO project and the typical timeline. Mr. Kothe reiterated that more details would be provided at the next meeting.

Council Member Crabill and Mr. Kothe talked about expediting the timeline for the Locust-Colton CSO project. They then discussed limitations of the Sewer Overhead Program and the numerous required assessments for each applicant and how the program was not a one-size-fits-all.

Council Member Carrillo echoed Council Member Ward's sentiment about the urgency in response to the community. City Manager Gleason stated that staff had requested time for storm clean-up and to compile data to present to Council. Council Member Carrillo

expressed interest in expediting the presentation. She and Mr. Kothe then walked through possibilities for a less individualized approach to the Overhead Sewer Program.

Council Member Mathy expressed interest in an on-going discussion. He asked Mr. Kothe to add the impacts of retention basins, expedited timeline possibilities, and data on costs to the next presentation.

Council Member Becker stated that the absence of communication with the public was the primary frustration. He encouraged better communication.

Council Member Emig encouraged research into the middle ground and that project phases be better communicated and/or updated for expediting. She asked if grant funding was available to aid residents with significant damages.

Council Member Montney asked for additional clarification on the specific phases of the Locust Colton CSO project. She and Mr. Kothe then discussed costs and funding sources of the various project phases, as well as any opportunity to use COVID relief funds to expedite the project.

Council Member Boelen asked for confirmation on the process for completion. Mr. Kothe reiterated the upstream process for CSO projects. Council Member Boelen supported the use of the COVID relief funds to expedite the projects.

Council Member Mathy made a motion, seconded by Council Member Becker, to extend the discussion period by 10 minutes.

Mayor Mwilambwe asked the Clerk to call roll which resulted in the following:

AYES: Mathy, Boelen, Montney, Emig, Becker, Carrillo, Ward, Crabill, Crumpler

Motion passed.

Council Member Crumpler strongly urged Council to consider the use of the COVID relief funds to accelerate the replacement of the outdated CSO systems.

Council Member Crabill and City Manager Gleason discussed the insurance claim review process, and the estimated timeline for PMA to process claims. They then discussed how staff would seek funds at the State level if the City did not receive federal funding for these projects. Council Member Crabill and Mr. Kothe walked through alternative sewer inspection options to assess potential damage or report damage.

Council Member Ward preferred to fiscally support preventative maintenance as opposed to addressing malfunctions after the fact. She expressed appreciation for the continued free bulk waste pick-up.

Mayor Mwilambwe thanked Mr. Kothe for his presentation and restated the urgency of providing the community answers. He also stressed the importance of giving staff time to adequately prepare data.

Council Member Mathy made a motion, seconded by Council Member Becker, that the item be approved as presented.

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

AYES: Mathy, Boelen, Montney, Emig, Becker, Carrillo, Ward, Crabill, Crumpler

Motion carried.

The following item was presented:

Item 5.B. Update on the American Rescue Plan - COVID Relief Package, as requested by the Finance Department.

City Manager Gleason introduced the item and asked Scott Rathbun, Finance Director, to address Council. Mr. Rathbun explained that the American Rescue Plan ("ARP") was a \$1.9 trillion program for local governments and that the City would receive \$13,386,924 in two installments. He noted that all funds must be obligated by December 31, 2024 and spent by December 31, 2026. He provided examples of multiple uses of the funds, as well as requirements and mandatory reporting. He then provided updates on ARP fiscal recovery funds and resources for information.

Council Member Becker and Mr. Rathbun discussed the process for using funds.

Council Member Mathy and Mr. Rathbun then discussed specific details on calculations.

Council Member Boelen expressed concern about ensuring that funds were used for COVID relief. Mr. Rathbun stated that the funds could be used for a variety of items. Council Member Boelen and Mr. Rathbun talked through the potential for a business focused COVID relief grant and the potential need for additional staff to disperse the funds.

Council Member Montney discussed the potential to use funds to expedite the Locust-Colton CSO project.

Council Member Carrillo expressed interest in obtaining community input on how funds would be spent and stressed the importance of including equity in decision making.

Council Member Ward cautioned Council on utilizing ARP funds for budgeted projects and encouraged Council to use the funds to better the community.

Council Member Crabill agreed with Council Member Ward's comments on fund use. He confirmed with Mr. Rathbun that there was no deadline on how soon the funds could be spent and then encouraged staff to get community input and set a disbursement process.

Council Member Emig suggested a community input process similar to the Community Development Block Grant. She then confirmed with staff that the Locust-Colton CSO was partially funded by an Environmental Protection Agency low interest rate loan. She then asked Council's next step in the process. City Manager Gleason stated that staff were awaiting additional guidance from the federal government on the ARP.

Council Initiatives

The following item was presented:

Item 5.C.1. Discussion regarding a Council Initiative submitted by Council Member Mathy proposing the City begin a 2 year trial program to send mental health crisis counselors out on emergency & non-emergency calls in addition to police or firefighter first responders, possibly in partnership with PATH, FUSE, or some other organization, as requested by the City Council.

Council Member Mathy explained that the Initiative was to create a program to partner first responders with local mental health crisis counselors to be deployed in the field

during emergency situations. He understood that staff would need to determine the types of mental health situations where counselors would be most beneficial and noted that Illinois had seen an increase in mental health needs, yet had seen a decrease in mental health programs and facilities. He stressed this being the reason that increased services for police officers and firefighter's participation were being seen. He recommended a public discussion be had to determine what a program would look like, how it would be created, and how staff could track data. He noted that the Illinois General Assembly had recently passed a law to require such a program and discussed how that could affect his Initiative.

Mayor Mwilambwe explained procedure for Initiatives to Council.

Council Member Mathy made a motion, seconded by Council Member Ward, to have staff evaluate and prepare an analysis on the proposed Initiative and bring it back for further Council discussion.

Council Members Carrillo and Mathy along with Mayor Mwilambwe discussed the potential to amend the intent of the Initiative based on staff analysis and State legislation.

Council Member Montney asked for additional information on the amount of staff time necessary. Council Member Mathy believed staff time would be significant. He further explained that the Governor had 60 days to accept the proposed legislation and that he was open to delaying the vote until after the Governor had made a decision.

Leslie Yocum, City Clerk, asked Council Member Mathy if he wished to continue with the current motion on the floor. Council Member Mathy asked to instead table the item. George Boyle, Assistant Corporation Counsel, explained the procedure.

Council Member Mathy withdrew the initial motion.

Council Member Becker recommended that the item be tabled to the September COW meeting. Council Member Mathy was open to the idea.

Council Member Ward noted that Council could have a discussion at the next COW meeting without requiring staff prepare an analysis.

Mrs. Yocum suggested that if the original motion went forward, then the City Manager and Mayor could determine when the item would return to Council. She noted that since the motion withdrawal had not yet been seconded, it could still be amended.

Council Member Ward agreed to withdraw her second from the previous motion.

Council Member Mathy then motioned, seconded by Council Member Ward, to table the item to the August Committee of the Whole meeting pending the Governor's decision on the proposed legislation.

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

AYES: Mathy, Montney, Emig, Becker, Carrillo, Ward, Crabill, Crumpler

NAYS: Boelen

Motion carried.

City Manager's Report

City Manager Tim Gleason informed Council that, with overtime, the special bulk waste pick up would be complete by the upcoming Wednesday. He discussed options for continued bulk waste pickups for flood damaged items. He explained that to perform the special bulk waste pick-up, staff had been pulled from alley and mowing maintenance. He moved on to recognize three newly hired staff and upcoming Downtown events. He closed by thanking staff who had represented the City at the recent Multi-Agency Resource Center ("MARC") event.

Executive Session

No Executive Session was held.

Adjournment

Council Member Boelen made a motion, seconded by Council Member Emig, to adjourn.

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

AYES: Mathy, Boelen, Montney, Emig, Becker, Carrillo, Ward, Crabill, Crumpler

Motion carried (viva voce).

Meeting adjourned at 8:24 p.m.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk



CONSENT AGENDA ITEM NO. 7.B

FOR COUNCIL: September 27, 2021

SPONSOR: City Clerk Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Minutes of the August 23, 2021 Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Minutes be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amanda Stutsman, Deputy Clerk

Reviewed by:

	
Amanda Stutsman, Deputy Clerk	Tara Henry, Legislative Assistant
9/23/2021	9/23/2021

Attachments:

- CLK 2B DRAFT 08-23-2021 Council Meeting - Regular Session Minutes



MINUTES
REGULAR SESSION CITY COUNCIL MEETING
MONDAY, AUGUST 23, 2021, 6:00 P.M.

The City Council convened in regular session in-person in Government Center Chambers at 6:00 p.m., Monday, August 23, 2021. The meeting was called to order by Mayor Mboka Mwilambwe.

Roll Call

Attendee Name	Title	Status	Arrived
Mboka Mwilambwe	Mayor	Present	
Jamie Mathy	Council Member, Ward 1	Present	
Donna Boelen	Council Member, Ward 2	Present	
Sheila Montney	Council Member, Ward 3	Present	
Julie Emig	Council Member, Ward 4	Present	
Nick Becker	Council Member, Ward 5	Present	
Jennifer Jazmin Carrillo	Council Member, Ward 6	Present	
Mollie Ward	Council Member, Ward 7	Present	
Jeff Crabill	Council Member, Ward 8	Present	
Tom Crumpler	Council Member, Ward 9	Present	

Recognition/Appointments

A. Recognition of Service

Mayor Mwilambwe recognized Council Member Jennifer Carrillo for her service on City Council and presented her with a commemorative plaque.

Public Comment

Mayor Mwilambwe read a statement of procedure for public comment and the following individuals spoke in-person: (1) Jenee Clark; (2) Kurt Hudson; (3) Bob Sampson; (4) Kathy Petty; (5) Matthew Toczko; and (6) Mary Kramp. Gary Donohue and Brandon Gray emailed public comment.

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 Crabill, that the Consent Agenda, including all items listed below, be approved as presented with the exception of Items 7.K., 7.I., and 7.J.

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

AYES: Mathy, Boelen, Montney, Emig, Becker, Carrillo, Ward, Crabill, Crumpler

Motion carried.

Item 7.A. Consideration and action to approve Bills and Payroll in the amount of \$7,729,599.33, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 7.B. Consideration and action to approve 1) the Purchase of A) two (2) Labrie Expert (T) 2000 Helping Hand Dual Arm Automated Side Loader Bodies from Key Equipment of Bridgeton, Missouri, in the amount of \$452,139.00, using Sourcewell Contract (#091219-LEG, exp. 11/15/23); and B) two (2) 2021 Crane Carrier Model LDT2-30 Chassis from Cumberland Servicer of Elk Grove Illinois, in the amount of \$359,140.00, using Sourcewell Contract (#060920-CRN, exp. 8/1/24), for a total of \$811,279.00, and 2) the Authorization to Dispose of the two (2) 2012 Crane Carrier LGT2-26 Automated Collection Trucks by online public auction, as requested by the Public Works Department. (Recommended Motion: The proposed Purchase and Disposal be approved.)

Item 7.C. Consideration and action to approve the one-year (August 2021 - June 2022) School Crossing Guard Contract with All City Management Services, Inc. (ACMS) in an amount not to exceed \$118,000, as requested by the Police Department. (Recommended Motion: The proposed Contract be approved.)

Item 7.D. Consideration and action to approve a Contract with SiteMed to provide OSHA-required Medical Surveillance and Physical Evaluation in compliance with NFPA 1582, in the amount not to exceed \$50,000 annually for FY 2022 & FY 2023 (\$100,000 in total), as requested by the Human Resources Department and the Fire Department. (Recommended Motion: The proposed Contract be approved.)

Item 7.E. Consideration and action to (1) renew the Agreement with Jellyvision (via the ALEX tool) as a limited source, so that employees may be better educated regarding their 2022 - 2024 benefits, (2) transfer administration of Flex Card/Health Savings Accounts from 121 Benefits to HAS Bank, and (3) authorize Gallagher to sign the Jellyvision Reseller Agreement on behalf of the City of Bloomington, as requested by the Human Resources Department. (Recommended Motion: The proposed Agreement be renewed, Administration be transferred, and Authorization be approved.)

Item 7.F. Consideration and action to approve an Agreement with McLean County Asphalt Co. Inc. for the City Parking Lots Project (Bid #2022-07), in the amount of \$281,113.09, as requested by the Public Works Department. (Recommended Motion: The proposed Agreement be approved.)

Item 7.G. Consideration and action to approve an updated City of Bloomington Investment Policy, as requested by the Finance Department. (Recommended Motion: The proposed Investment Policy be approved.)

Item 7.H. Consideration and action on a Resolution Authorizing the Initiation of Text Amendments to the Bloomington Zoning Ordinance, Chapter 44 of the Bloomington City Code, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Resolution be approved.)

Item 7.I. was pulled from the Consent Agenda by Council Member Ward.

Item 7.J. was pulled from the Consent Agenda by Council Member Boelen.

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

Item 7.L. Consideration and action to approve an Application from Barmania, LLC, d/b/a Drifters, to be located at 612 N. Main St., requesting a Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed License be approved.)

Item 7.M. Consideration and action to approve a Lake Bloomington Lot Transfer and Supplemental Agreement for a portion of Lot 3 in Block 12 and Lot 3 in Block 14 in Camp Potawatomie, from the Estate of Rosslyn and Marilyn Elvidge, to the petitioners, Christopher and Sarah Powell, as requested by the Public Works Department. (Recommended Motion: The proposed Lot Transfer and Supplemental Agreement be approved.)

Items Removed from Consent Agenda

The following item was presented:

Item 7.K. Consideration and action on an Ordinance Approving the Final Plat of Davis Block Subdivision, as requested by the Public Works Department.

Council Member Crabill received concerns about how the development would affect the Eastgate Subdivision. He reported that, after discussions with staff, the sewer inlets would flow water north instead of south towards the Eastgate area.

Council Member Crabill made a motion, seconded by Council Member Becker, to approve the proposed Ordinance be approved, subject to the petitioner providing the required sureties.

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

AYES: Mathy, Boelen, Montney, Emig, Becker, Carrillo, Ward, Crabill, Crumpler

Motion carried.

The following item was presented:

Item 7.I. Consideration and action on an Ordinance Amending Bloomington City Code Chapter 2, Section 85 Pertaining to Public Comment, as requested by the Legal Department and the City Clerk Department.

Council Member Ward stated that she pulled the item to highlight the importance of it. She explained the current public comment process and how the Ordinance would allow public comment to be received virtually. Council Member Ward discussed with Leslie Yocum, City Clerk, how individuals could register for public comment.

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

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

AYES: Mathy, Boelen, Montney, Emig, Becker, Carrillo, Ward, Crabill, Crumpler

Motion carried.

The following item was presented:

Item 7.J. Consideration and action on an Ordinance Amending the City Policy on Street & Alley Vacations, as requested by the Legal Department and the Public Works Department.

Council Member Boelen made a motion, seconded by Council Member Emig, to table the item until the September 13, 2021, City Council meeting.

Mayor Mwilambwe and Jeff Jurgens, Corporation Counsel, discussed the proposed Ordinance, which would amend the current policy to allow Council to waive the fee associated to the vacation, if desired. Mr. Jurgens clarified that the Ordinance that appeared in the Regular Agenda addressed the specific alley, which Council had a public hearing on at the August 9, 2021 City Council meeting. He explained that the policy would not be effective immediately.

Council Member Boelen expressed confusion with the item.

Mayor Mwilambwe and Mr. Jurgens discussed meeting procedure.

Council Member Ward and Mr. Jurgens discussed the potential to approve the Regular Agenda item and decline the Consent Agenda item, as well as any potential issues.

Council Member Montney asked for clarification on market value versus perceived value of the property. Mr. Jurgens explained the process of how staff determined the face value of the property. Bob Yehl, Assistant Director of Public Works, provided additional detail on how staff determined the value of the property. Council Member Montney expressed concern with the formula in that the property was not marketable. Mr. Jurgens responded that the City was allowed to request compensation for City-owned property.

Council Member Becker agreed with Council Member Montney and believed the City should move forward.

Council Member Mathy pointed out that Council's discussion had turned to the alley vacation item on the Regular Agenda. He stressed instead that Council should focus on whether to table the Consent Agenda item.

Council Member Ward and Mr. Yehl discussed how only an adjacent property owner could benefit from the purchase the alleyway.

Council Member Crabill and Mr. Jurgens walked through the current alley vacation policy and that it doesn't allow Council to waive property vacation fees for private ownership consideration, whereas the proposed amendment would give them that option. They then discussed process and ability to appeal the determined value of the property.

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

AYES: Mathy, Boelen, Montney, Emig, Ward, Crabill

NAYES: Becker, Carrillo, Crumpler

Motion carried.

Regular Agenda

The following item was presented:

Item 8.A. Presentation of the City Youth Enrichment Program, as requested by the Human Resources Department.

City Manager Gleason told the community about the City's Mentorship Program comprised of local students from the JULE Foundation and the National Association for the Advancement of Colored People ("NAACP"). He then asked Nicole Albertson, Human Resources (HR) Director, to address Council. She provided a brief background of the Program and explained how the program had grown. She was excited to celebrate the program and praised staff for aspiring to grow the program and adding more enrichment opportunities. She recognized Jade and Andre Hursey, JULE Foundation founders, multiple Mentorship participants, and their parents. She also recognized Nikita Richards, Community Relations Manager for the City, who had been an integral part in the creation and continuance of the program. She introduced four Mentorship participants and invited them to present to Council.

Sahara Williams of Normal West High School was a mentee in Public Works. She discussed gaining interview experience, learning about City government, and how spending time in an environment with adults helped her communicate better with them. She noted that she couldn't learn these things in school and appreciated how she was treated like an adult. She looked forward to more young adults participating in the program.

Jadon Eatman of Normal Community High School was a mentee in the Parks, Recreation, and Cultural Arts Department as a T-Ball Leader, where he learned how to save money, be punctual, and communicate with children. He expressed his excitement to return to the program in 2022.

Jackson "Alex" Phillips of the University of Illinois-Chicago was a mentee in the City Clerk Department. He spoke about learning about the liquor license process, and all the things the City does to ensure businesses run appropriately. He complimented his time as a team member in the City Services Hub ("The Hub") and shared that he was excited to share that he was able to stay on for a semester as a seasonal employee. He complimented the team for treating him equally and spoke about his great experience.

Bradley Jackson of Normal Community High School was able to be a mentee with multiple departments where he gained insights and perspectives on each. He learned the value in community connections and was involved in projects where he made a positive impact in residents' lives within the Public Works Department. In his time with HR, he participated in interviews and was able to provide feedback on candidates, as well as work on an employee spotlight video project with another Mentorship participant. He worked with the City's Chief Diversity & Inclusion Officer, where he learned the importance of diversity and inclusion of all backgrounds and abilities. He noted his time with multiple people within the Police Department and that his dispatch experience reinforced his appreciation for police officers. He recommended more students get involved in the program and it be advertised in even more ways.

Mayor Mwilambwe expressed appreciation to staff, students, and their parents involved in making the program a success. He discussed the importance of diversity and looked forward to the program continuing to grow.

Council Member Boelen commended the students for their participation.

Council Member Carrillo also commended the students.

Council Member Crabill appreciated the program and encouraged those who have not yet graduated to stay in touch with City staff for employment opportunities.

Council Member Emig celebrated the mentees and highlighted their leadership. She hoped they would help spread the word about the program.

Mayor Mwilambwe recognized the founders of the JULE Program, Jade and Andre Hursey, and pointed out that Andre is a Public Works' employee. He highlighted the Hurseys' work in the community.

The following item was presented:

Item 8.B. Consideration and action on an Ordinance Approving the Vacation of an Alley between Lot 8 of McDowell Subdivision and Lot 4 of J B Stevensons Subdivision, which will Vacate an Alley between 508 and 514 E. Jackson Street, and Waiving the City's Compensation Requirement, as requested by the Public Works Department and the Community Development Department.

City Manager Gleason asked Jeff Jurgens, Corporation Counsel, to advise Council how this item could be addressed since the policy amendment ordinance had been tabled earlier in the meeting. Mr. Jurgens explained that Council had two options: (1) it could approve the Ordinance and waive the compensation requirement or (2) table the item and direct staff to prepare an ordinance that required compensation where Council would vote at a future meeting.

Council Member Mathy made a motion, seconded by Council Member Emig, to approve Alternative A: that the proposed Ordinance be approved.

Council Member Mathy expressed support in the item and explained that the alley was in disrepair with no plans in place to fix it for years. He noted that the Petitioner wants to update and maintain the property and believed it was in the best interest of the City to waive fees for the property so that Petitioner could move forward.

Council Members Boelen and Mathy discussed use of the property. Council Member Boelen believed that there should be compensation, or the City should consider looking into brick restoration opportunities with the alley.

Council Member Ward expressed her belief that if the item was approved, it would benefit a single private resident. City Manager Gleason noted that, if approved, it would be a mutually beneficial arrangement because the City would experience savings in maintenance. Council Member Ward was not in favor of the item.

Council Member Crumpler supported the current motion as the City did not have intentions of replacing the alley.

Council Member Emig and Mr. Yehl discussed that the City had not received funds for alley vacations in the past. They also speculated that the requirement of payment would likely hinder private citizens' desire to obtain property to maintain. Mr. Yehl noted that the Petitioner had indicated he did not wish to move forward if payment was required. Council Member Emig supported the item.

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

AYES: Mathy, Montney, Emig, Becker, Crumpler

NAYS: Boelen, Carrillo, Ward, Crabill

Motion failed because a ¾ vote in favor of the waiver was required for it to pass.

Mr. Jurgens confirmed vote requirements for passage.

Council Member Carrillo made a motion, seconded by Council Member Boelen, that Alternative B: that the matter be tabled until September 13, 2021, be approved and an Ordinance be brought back with a requirement that compensation be paid.

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

AYES: Mathy, Boelen, Montney, Emig, Becker, Carrillo, Ward, Crabill, Crumpler

Motion carried.

Finance Director's Report

City Manager Tim Gleason introduced the item and asked Scott Rathbun, Finance Director, to address Council. Mr. Rathbun discussed issues with finding labor and how staff have adjusted their processes for capital projects. He presented the Fiscal Year 2022 ("FY22") financial summary and discussed FY22 major tax revenues through July 31, 2021, highlighting key factors and increases in revenue. He presented FY22 general fund revenue and expenditures by category and provided updates on significant changes. Mr. Rathbun went on to discuss general fund highlights of FY22 and noted factors that impacted the cost of projects.

Council Member Mathy noted that a significant amount of people were in town at the Ferrero Roche manufacturing plant, which contributed to the increase in hotel/motel tax.

City Manager's Discussion

City Manager Gleason highlighted multiple upcoming Downtown Bloomington events and Welcoming Week. He recognized Interim Chief Greg Scott's retirement and thanked him for his 25 years of dedicated service.

Interim Chief Scott thanked Council for the opportunity to serve and recognized the outstanding men and women of the Bloomington Police Department. He thanked his wife, Trina, and their daughter for their continued support throughout his career. He received a standing ovation from Council, staff, and all present at the meeting. He was also accompanied by his grandson, who he looked forward to spending time with in retirement.

City Manager Gleason noted that according to the 2020 Census, Bloomington grew from approximately 76,000 to 78,000 residents. He stated that an offer had been extended to a Police Chief finalist and hoped to have a press release in the coming days.

Mayor's Discussion

Mayor Mwilambwe thanked Interim Chief Scott for his service and for stepping into the Interim Chief position. He thanked Mrs. Scott for her support, noting the difficulty of being a spouse to a first responder. He then informed the community that, with Council

Member Carrillo's resignation, he and staff were processing applications for a replacement.

City Manager Gleason noted with the return of the student population to Illinois State University and Illinois Wesleyan University, and in light of the Delta variant of COVID-19, COVID-19 numbers were being closely monitored. He stated that there was significant communication happening between both University Presidents and City Administration. Mayor Mwilambwe noted that both universities had a high vaccination rate.

Council Member's Discussion

Council Member Ward encouraged residents and students to get vaccinated.

Council Member Mathy thanked Interim Chief Scott and Council Member Carrillo for their service. He recognized the staff members who made the Saturdays on the Square concert series possible.

Council Member Emig echoed appreciation for Interim Chief Scott and Council Member Carrillo for their service. She echoed the statements of Council Member Ward.

Council Member Boelen also echoed appreciation for Interim Chief Scott and Council Member Carrillo for their service. She noted a coalition of organizations that would have a booth at two upcoming Farmer's Markets to spread the word about Welcoming Week.

Council Members Crumpler and Crabill shared appreciation for Interim Chief Scott and Council Member Carrillo's service. Council Member Crabill discussed conversations on alternative uses within the asphalt program with staff.

Council Member Carrillo thanked Council for their kind words. She shared concerns with rules on housing status for Council Members and believed it created barriers for individuals of lower income households to run and hold office. She explained that the previous mayor had worked closely with former Council Member Black, Ward 7, when he resigned from his position to appoint a successor based on his recommendation. Council Member Carrillo stated that she had not been contacted for a similar process, but hoped that the interview process would be intentional based on her values, which had voted her to office. She strongly encouraged Council to appoint a Ward 6 representative that aligned their views with hers as she was elected by the Ward 6 community to represent them. She thanked Council for the opportunity to serve her community.

Executive Session - Personnel - Section 2(c)(1) of 5 ILCS 120

Mayor Mwilambwe stated that an Executive Session was scheduled, but had been cancelled. Council would reconvene in Executive Session on September 13, 2021, to discuss the item.

Adjournment

Council Member Boelen made a motion, seconded by Council Member Carrillo, to adjourn.

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

AYES: Mathy, Boelen, Montney, Emig, Becker, Carrillo, Ward, Crabill, Crumpler

Motion carried (viva voce).

Meeting adjourned at 7:50 p.m.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk

DRAFT



CONSENT AGENDA ITEM NO. 7.C

FOR COUNCIL: September 27, 2021

SPONSOR: Finance Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve Bills and Payroll in the amount of \$6,875,855.88, 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 \$6,875,855.88 (Payroll total \$2,686,403.26, Accounts Payable total \$3,840,771.25, and Bank Transfers total \$348,681.37).

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Support Staff V

Reviewed by:


F. Scott Rathbun, Finance Director

9/22/2021


Tara Henry, Legislative Assistant & Records Manager

9/23/2021

Attachments:

- FIN 1B Council Finance Summary Report

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
9/10/2021	\$ 2,121,008.89	\$ 565,394.37	\$ 2,686,403.26

Off Cycle Adjustments

PAYROLL TOTAL	\$ 2,686,403.26
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ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
9/27/2021	AP General	\$ 3,715,411.74
	AP JMScott	
9/27/2021	AP Comm Devel	\$ 29,914.97
9/27/2021	AP IHDA	\$ 125.00
9/27/2021	AP Library	\$ 62,379.21
9/27/2021	AP MFT	\$ 9,291.89
9/9/2021-9/20/2021	Out of Cycle	\$ 23,648.44
7/7/2021-9/8/2021	AP Bank Transfers	\$ 348,681.37
	AP TOTAL	\$ 4,189,452.62

PCARDS

Date Range

PCARD TOTAL	\$ -
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GRAND TOTAL	\$ 6,875,855.88
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Respectfully,

F Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 7.D

FOR COUNCIL: September 27, 2021

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve Appointments to various Boards & Commissions, as requested by the Administration Department.

RECOMMENDED MOTION: The proposed Appointments be approved.

STRATEGIC PLAN LINK:

-Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

-Objective 5b. City decisions consistent with plans and policies

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

Human Relations Commission: Vivian Doctora to the Human Relations Commission. Vivian is being appointed to fill a vacancy, effective immediately, with an expiration date of 4-30-22. Application is on file in the Administration Office.

Public Safety and Community Relations Board: Rachel McFarland to the Public Safety and Community Relations Board. Rachel is being appointed to fill a vacancy, effective immediately, with an expiration date of 4-30-23. Application is on file in the Administration Office.

Transportation Commission: Joseph Blaney to the Transportation Commission. Joseph is being appointed to fill a vacancy, effective immediately, with an expiration date of 4-30-24. Application is on file in the Administration Office.

Prepared by: Amy Overton, Executive Assistant

Reviewed by:

A handwritten signature in black ink, appearing to read 'B. Ryus'.

Billy Ryus, Deputy City Manager

9/23/2021

A handwritten signature in black ink, appearing to read 'Tara Henry'.

Tara Henry, Legislative Assistant

9/23/2021

Attachments:

- ADM 1B HRC Roster
- ADM 1C PSCRB Roster

- ADM 1D Transportation Roster

Human Relations Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First	Re/Appoint Date
x		Kiranmayi (Kiran)	Konam	04/30/23	2014	04/27/20
x		Gary	McGinnis	04/30/23	2018	04/27/20
x		Anthony	Jones	04/30/24	2016	03/22/21
x	Chair	Rhonda	Smith	04/30/23	2011	04/27/20
x				04/30/22		
x		Ky	Ajayi	04/30/22	2019	04/22/19
x		Netia	Carey	04/30/23	2020	04/27/20

Public Safety and Community Relations Board

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appoint Date
x		William	Bennett	04/30/24	2017	04/12/21
x				04/30/23		
x		Surena	Fish	04/30/24	2017	04/12/21
x	Chair	Ashley	Farmer	04/30/23	2021	02/22/21
x		Arthur	Taylor	04/30/22	2017	04/22/19
x		Jeffery	Woodard	04/30/22	2017	04/22/19
x		Brigitte	Black	04/30/23	2020	08/10/20

Transportation Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date
x		John	Corey	04/30/23	2019	04/27/20
x				04/30/21		
x		Edward	Breitweiser	04/30/22	2019	08/12/19
x				04/30/21		
x				04/30/20		
x		Elicsha	Sanders	04/30/23	2020	04/27/20
x		Rickielee	Benecke	04/30/24	2019	06/14/21



CONSENT AGENDA ITEM NO. 7.E

FOR COUNCIL: September 27, 2021

SPONSOR: Parks, Recreation and Cultural Arts Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Purchase of 1 Toro Groundmaster 7200 w/ 72" deck kit, 1 Toro Groundmaster 7200 with 60" deck kit, 1 Toro 52" GrandStand, and 1 Toro 4000 11' cut width w/4wd package from MTI Distributing in the amount of 103,813.47, utilizing the Omnia Partners and State of Illinois joint purchasing contracts, as requested by the Parks, Recreation and Cultural Arts Department.

RECOMMENDED MOTION: The proposed Purchase 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 Parks, Recreation and Cultural Arts Department (PRCA) is responsible for mowing all grass, ditches, right of ways, parks, community development abatements and public spaces within the City of Bloomington. The following machines have served their useful life and have been approved for replacement in FY 2022:

Unit Number	Year	Model	Hours	Trade-In Amt
784	2006	Jacobsen 5111	2975	(\$5,775.00)
797	2014	Kubota ZP 330	2532	(\$ 787.50)
804	2014	Toro Grandstand	1356	(\$1,575.00)
711	2014	Kubota ZP 330	2528	(\$ 787.50)
				(\$8,925.00)

All four units are proposed to be traded in per the attached quote. Following are the proposed replacement units:

Unit Number	Year	Model
784	2021	Toro Groundmaster 4000 D
797	2021	Toro Groundmaster 7200
804	2021	Toro Grandstand 52
711	2021	Toro Groundmaster 7200

The City of Bloomington will be utilizing joint purchasing contracts with Omnia Partners, contract #2017025 (exp. 3/31/2024) and Illinois State Contract #18-416CMS-BOSS4-P-621 (exp. 3/1/2024). Utilizing these joint purchasing contracts leverages the purchasing power of multiple government entities. Toro and MTI Distributing have consistently provided quality products, fair prices and exceptional service to the City of Bloomington. Providing

consistency in our fleet of mowers with Toro allows for easier repairs, parts stocking, interchanging of parts, training and cross operating of personnel.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will purchase 4 machines from MTI Distributing in the amount of \$103,813.47, utilizing Omnia Partners pricing contract #2017025 and Illinois State pricing contract # PSD4018513 with an expiration date of 9/29/2021.

The purchase is included in the Parks Maintenance-Capital Outlay Equipment Other than Office Account (10014110-72140). These items were originally budgeted to be paid via the capital lease, however, City Council approved a budget amendment on August 9, 2021, Item #7D, to pay cash for General Fund Equipment in FY 2022. The budgeted amount for these 4 machines is \$110,000.00. Stakeholders can locate this information in the FY 2022 Budget Book titled "Other Funds and Capitol Improvement" on page 91.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Dave Lamb, Assistant Superintendent of Parks Maintenance

Reviewed by:


Jay Tetzloff, Director of Parks, Recreation and Cultural Arts

9/2/2021


Carla Murillo, Procurement Manager

9/3/2021


Jeffrey R. Durgens, Corporation Counsel

9/7/2021


Tara Henry, Legislative Assistant & Records Manager

9/8/2021

Attachments:

- PRCA 1B City of Bloomington Budget Quote, 8.30.21



MTI Distributing
Equipment Proposal
August 30, 2021



Expiration Date: 9/29/2021

David Lamb
City of Bloomington
Bloomington Parks & Rec

Qty	Model Number	Description	MSRP	Award Price
OMNIA PARTNERS PRICING - CONTRACT #2017025				
1	30495	Groundsmaster 7200 No Deck	\$23,760.00	\$18,532.80
1	30456	60 Inch Side Discharge Deck	\$4,879.00	\$3,805.62
1	30052	400 Hour MVP Filter Kit	90.52	\$70.61
1	30495	Groundsmaster 7200 No Deck	\$23,760.00	\$18,532.80
1	30481	72 Inch Side Discharge Deck	\$4,627.00	\$3,609.06
1	30052	400 Hour MVP Filter Kit	\$90.52	\$70.61
1	72529	GrandStand MultiForce 52" 26.5HP EFI	\$13,172.00	\$9,615.56
City of Bloomington Omnia Partners Member #50445589				
ILLINOIS STATE CONTRACT PRICING - CONTRACT #PSD4018513				
1	30609	Groundsmaster 4000-D (T4)	\$92,681.00	\$54,937.23
1	30669	Universal Sunshade, White	\$847.00	\$762.30
1	31522	4WD Flow Divider Kit	\$539.00	\$485.10
1	31693	North American Road Light Kit (MY21 & Newer)	\$2,153.00	\$1,937.70
1	44967	MVP Kit 1000 Hour	\$421.20	\$379.08
TRADES:				
1	XC-UE	Jacobsen R311T s/n 6917102134		(\$5,775.00)
1	XC-UE	Kubota ZP330 s/n 10014		(\$787.50)
1	XM-UE	Toro 52" GrandStand 74505 s/n 400084010		(\$1,575.00)
1	XC-UE	Kubota ZP330 s/n 10024		(\$787.50)
TOTALS				
Equipment Total				\$112,738.47
Trades				(\$8,925.00)
6.25% Sales/Use Tax				Exempt
Total				\$103,813.47

Quote is valid for 30 days

Net 30 Terms with qualified credit

New Toro commercial equipment comes with a two-year manufacturer warranty

Equipment delivery at no additional charge

All commercial products purchased by a credit card will be subject to a 2.5% service fee.

Thank you for the opportunity to submit this quote. If you have any questions, please do not hesitate in contacting us.

JP Bliss			Karen Wangenstein
Outside Sales Representative	Tim Gleason, City Manager	Date	Inside Sales Representative
314-873-3322			763-592-5643



CONSENT AGENDA ITEM NO. 7.F

FOR COUNCIL: September 27, 2021

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on the Purchase of Environmental Database Watershed Management Software, through the Watershed Conservation Intergovernmental Agreement between the City of Bloomington, McLean County, the Town of Normal, and the McLean County Soil and Water Conservation District, in the amount of \$66,000, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Purchase be approved.

STRATEGIC PLAN LINK:

- Goal 2. Upgrade City Infrastructure and Facilities
- Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

- Objective 2b. Quality water for the long term
- Objective 1a. Budget with adequate resources to support defined services and level of services

BACKGROUND: Public Works is recommending the approval of the purchase of Environmental Database Watershed Management Software, through the Watershed Conservation Intergovernmental Agreement (IGA) between the City of Bloomington, McLean County, the Town of Normal, and the McLean County Soil and Water Conservation District (SWCD), in the amount of \$66,000.

The McLean County SWCD is the lead agency on the City's Watershed Management Plans. They provide guidance and expertise as it relates to the City's watershed. Through the IGA, the City is able to secure services that promote the watershed, including: plan implementation, procurement of consultant services and contractor work, promotion of conservation practices with land owners, and grant application and administration.

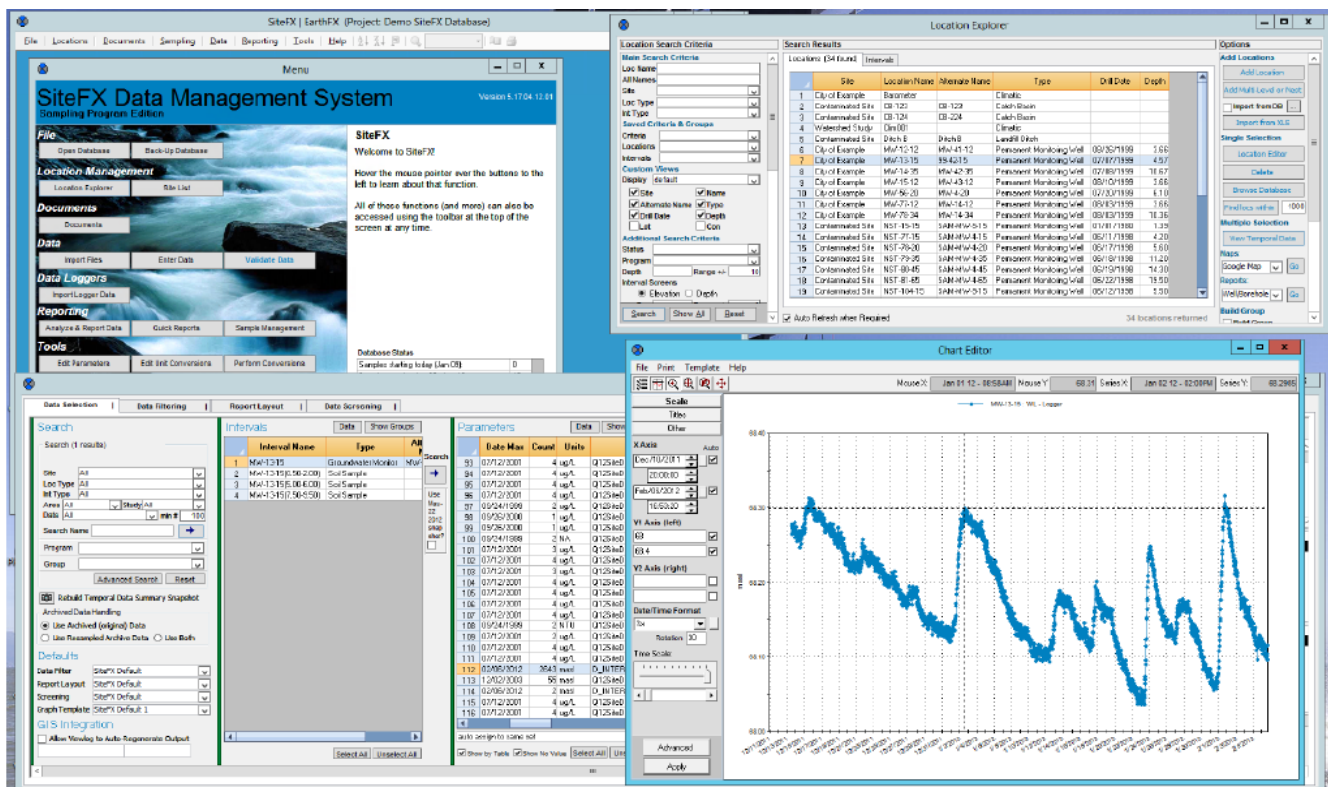
The Watershed Management Plan is data-driven and supported by existing monitoring and data collection efforts. Therefore, the continuation of these efforts is critical to the success of the plan. The City of Bloomington has excelled for decades in the collection and analysis of lake and watershed data.

The Environmental Database Watershed Management Software will include the following:

- ❖ Data that has been previously collected through internal staff efforts, as well as the data previously collected by Illinois State University for the Understanding and Monitoring Local Water Quality program.
- ❖ Water and environmental data relevant to Lake Bloomington, Evergreen Lake, and their respective watersheds.

- ❖ Data from the map-based water quality pollutant loading model, Spatial Watershed Assessment and Management Model (SWAMM).
- ❖ Future monitoring data collected by the City of Bloomington and other agencies used to support ongoing watershed efforts.
- ❖ Storage, analysis, and reporting on creek & lake stage, creek flow, lake depth profiles, lake water quality data, creek water quality data, drainage tile water quality, well drilling records, and well water quality data.

In addition, the database generated by the Environmental Database Watershed Management Software will be designed to be able to import files from contract laboratories and previously purchased water quality monitoring devices, such as the YSI buoys, ExoSondes and other equipment. Custom data standards and import/validation templates will be created to facilitate efficient data entry, data import and validation. Data entry software and templates will make data entry and data importing streamlined and efficient.



Northwater Consulting and EarthFX will provide troubleshooting, customizations and database support for two years from the date of acceptance. In order to align with one of the Information Technology Department's goals of a Cloud First approach, EarthFX will host the database on their network which will free up internal storage on the City's network and will save on hardware and human resources for the City.

The Department is updating the Watershed Management Plan, as required by the Illinois Environmental Protection Agency. The plan will be used to inform and direct the City of Bloomington on how to maintain current efforts while also creating and instituting new Best Management Practices to aid in improving the quality of water entering Lakes Bloomington and Evergreen.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: McLean County Soil and Water Conservation District; Northwater Consulting.

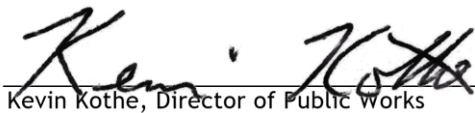
FINANCIAL IMPACT: This item is included in the FY 2022 Budget. If approved, a budget transfer to move \$66,000 from the Lake Maintenance-Other Professional & Technical Services account (50100140-70220) to the Lake Maintenance-Capital Outlay Office & Computer Equipment account (50100140-72120) will be processed. Stakeholders can locate this in the FY 2022 Budget Book titled "Other Funds & Capital Improvement" on pages 126 & 127.

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

Respectfully submitted for Council consideration.

Prepared by: Joe Darter, Property Manager

Reviewed by:


Kevin Kothe, Director of Public Works

9/14/2021


Carla Murillo, Procurement Manager

9/17/2021


Chris Tomerlin, Budget Manager

9/20/2021


Jeffrey R. Jurgens, Corporation Counsel

9/23/2021


Tara Henry, Legislative Assistant & Records Manager

9/23/2021

Attachments:

- PW 2B Quote_Environmental Database Watershed Management Software 09272021
- PW 2C Existing MCSWCD IGA
- PW 2D Extension MCSWCD IGA
- PW 2E Sitefx Hosting Information

September 13, 2021

Jacqueline Kraft
Watershed Coordinator
McLean County SWCD
402 N Kays Drive
Normal, IL 61761

Re: Proposal for Environmental Database Setup and Launch

Dear Ms. Kraft:

Thank you for the opportunity to present this proposal to launch an environmental and water database system for the City and the McLean County Soil and Water Conservation District (MCSWCD). This proposal builds upon the demonstration database that Northwater built and presented to the City and SWCD in June 2020.

At the end of this contract, MCSWCD will have a fully customized and operational database system to accommodate the water and environmental data relevant to Lake Bloomington, Lake Evergreen and their respective watersheds. Data entry software and templates will make data entry and data importing streamlined and efficient. We will import a large volume of historical data and guide efficient data entry and standards for new data. Northwater stands by to support the City to support learning and troubleshooting. We also stand by to help make customizations and database tweaks as we work towards getting the system operating in a way that adds value and utility to the City.

Should you have any questions please do not hesitate to contact James Adamson at +1.630.742.6836 or Jeff Boeckler at +1.217.725.3181. For convenience, this letter proposal may serve as an executable agreement, in which case, the executed copies of this letter proposal shall set forth the contractual elements of this agreement between the MCSWCD and Northwater Consulting.

Scope of Services

Activity 1 – Finalize Database Architecture, Templates and Launch

Upon contract award, Northwater will acquire the licenses of SiteFX and customize the data architecture relevant and focused to the static and temporal data types of the City as outlined in phase I activities. These data types are listed in the table below.

Data Types	Summary
Creek & Lake Stage	- Water level in the lakes and tributary creeks to the lakes. - Sometimes documented as elevation above sea-level, sometimes documented as relative to a measuring point (such as a bridge or staff gage). - Measured manually and with data loggers at various temporal intervals.
Creek Flow	Measured flow in the creeks and tributaries that typically corresponds to a stage (see above).
Lake Depth Profiles	Stations in the lakes where water quality data is collected at different depths.
Lake Water Quality Data	Locations throughout the lakes where water quality data has been collected.
Creek Water Quality Data	Locations on creeks with water quality data.
Drainage Tile Water Quality Data	Water quality data from tile flow associated with research sites.
Well Drilling Records	Two recent test wells drilled into Ordovician sandstone. Data regarding lithology, well construction etc.
Well Water Quality Data	Water quality results from the recent test wells.

Custom data standards and import/validation templates will be created to facilitate efficient data entry, data import and validation. These include:

- Import template for PDC laboratory reports
- Import template for EXO sensors installed in Lake Evergreen and Lake Bloomington
- Import template for level loggers used in Six Mile Creek and Money Creek
- Import template for well transducer data
- Data entry template for field monitoring events and field data
- Data entry template for data collected by ISU

Station locations and identification codes will be standardized, the current stations will be integrated into the database and nomenclature/codes will be formalized based on coordination with the City.

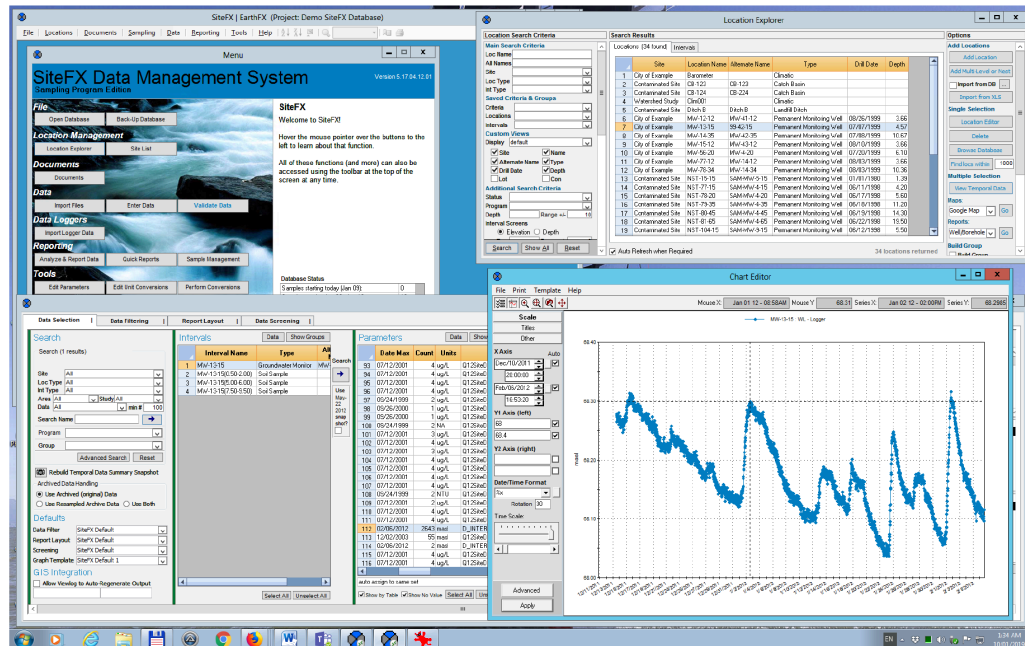


Figure 1 - Screenshot of the SiteFX System

Activity 2 – Database Support and Integration of Historical Data

Northwater will populate the database system with some of the historical data that was already organized to support the development of the watershed plan. This includes select water quality data from the lakes, and water quality / flow data from Money Creek and Six Mile Creek.

As the database system starts to get utilized for data entry, reporting and analysis – we rely on the users to engage and provide feedback to optimize the database system so it has optimized utility and value for the City and SWCD. Support will be provided for two years to help with troubleshooting, small customizations, database adjustments, and custom queries / analyses / reports.

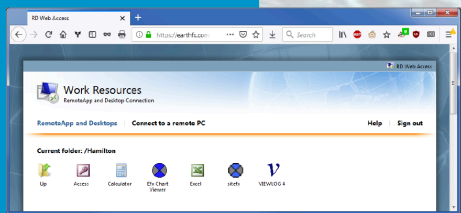
Activity 3 – Software and Hosting

There are two options for software and hosting which allows multiple / simultaneous users which are outlined in the table below.

It is Northwater's recommendation to proceed with Option 1, starting for a two-year period. During this time, the value of a cloud hosted solution is especially warranted due to the collaboration and coordination as the system gets developed and integrated into the City and SWCD programs. At the end of the two-year period, transferring to stand alone licenses can be evaluated. Considering the City alone spends at least \$100,000 per year on data collection and laboratory analysis, 10-percent to maintain a secure and robust cloud-based database system to store, manage and use the data is a reasonable investment.

	Option 1 – Cloud System	Option 2 – City or SWCD Hosted SQL Database
Year 1 Cost	\$15,000	\$10,000
Subsequent Year Cost (subscription or maintenance)	\$10,000	\$2,000
# of users	Up to 3	2
Advantages	• Simultaneous users and easier to share • Redundant servers, automatic backup and archive • Telephone and email support • All hardware, software and IT costs integrated • Software is always updated version • Allows for a web browser interface for partners, managers etc. • Easier for Northwater and EarthFX to access and customize the database • Can be changed at any time to be standalone license, no long-term commitment required.	• Less annual subscription cost
Disadvantages	• Requires an annual subscription cost	• City IT needs to host the SQL database to allow remote access to simultaneous users • City IT needs to keep the software updated • City IT needs to backup and archive the database

EDC REMOTE APPLICATIONS



Remote App Login

For more power and advanced analysis, the EDC Web Tools are complemented by our powerful Sitefx and VIEWLOG remote applications. Remote applications, running on our multi-processor servers, are accessed through a secure Web-based login and that provides a powerful SQL Server software experience anywhere with an internet connection. Our redundant internet connections, including a high speed fiber optic cable connection, ensures an exceptional experience.

Sitefx 6.0

Remote App users access all the advanced functionality of Sitefx 6, including data entry, analysis, reporting, and all the flexible filtering and output options of earlier Sitefx versions.

The new Sitefx 6 interface provides a more flexible graphical experience, with integrated mapping, quick graphs, powerful search functionality and streamlined location editing and data browsing.

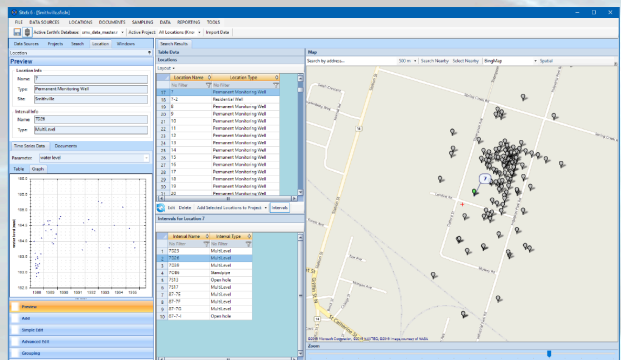


Figure 2 - Details and Screenshots of the Cloud System Solution

Compensation and Payment Terms

The project fee is **\$53,000** or **\$66,000** depending on which license/hosting option is selected and covers two years of costs and support.

Item	Fee	Notes
Finalize database architecture, templates and launch	\$12,500	Custom data architecture for data, templates for data entry/import and launch of database with user interface
Database support and integration of historical datasets	\$28,500	Priority historical data to be assimilated into the SiteFX database as recommended from watershed analysis efforts 2-year support from Northwater & EarthFX for troubleshooting, customizations, database tweaks, etc.
Option 1: Cloud System Solution	\$25,000	Two years of cloud solution for up to 3 organizations, \$10,000 for subsequent years
Option 2: Stand Alone License	\$12,000	Stand-alone license for two organizations and one year of annual maintenance, \$2,000/year software maintenance
Total Cost (including option 1)	\$66,000	
Total Cost (including option 2)	\$53,000	*does not include city server costs for hosting / maintaining database

- Northwater shall invoice 25% upon purchase of the software licenses from EarthFX.
- Northwater shall invoice 50% upon launch of the database for the City / SWCD use
- Northwater shall invoice 25% upon population of the historical data that was integrated into the watershed plan.

Schedule

- 1-2 weeks to acquire the software licenses from EarthFX
- 8 to 10 weeks to customize and launch the database system.
- 2-4 weeks to populate the database with historical datasets.

Miscellaneous Contractual Items

We will initiate services promptly upon acceptance of this proposal.

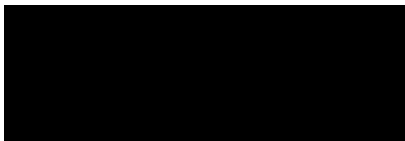
Payment terms are net 30-days. Northwater reserves the right to withhold results and deliverables resulting from subsequent payment delays. Delayed payments may also affect the project schedule.

This document represents an agreement and understanding between the McLean County Soil and Water Conservation District and Northwater Consulting. This agreement, and all questions relating to its formation, validity, interpretation and performance, shall be governed by the laws of the State of Illinois, USA.

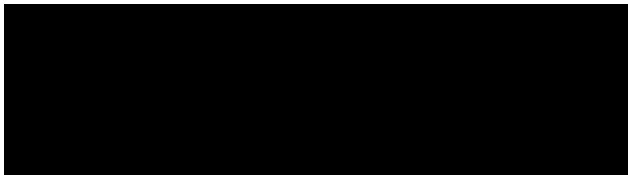
If the terms of this agreement are found to be satisfactory, please sign this proposal and agreement in the space provided below and return one scanned copy to our office via email.

If you have any questions, do not hesitate to call with any questions that you may have. James can be reached at +1.630.742.6836 or by email at james@northwaterco.com.

Sincerely,
NORTHWATER Consulting



James K. Adamson, PG
Principal Hydrogeologist



Jeff Boeckler
Principal Water Resource Specialist

Accepted For:
McLean County Soil and Water
Conservation District

By: _____

Title: City Manager

Date: _____

INTERGOVERNMENTAL AGREEMENT 2018-2021

This agreement is entered into as of this 1st day of October 2018, by and between the City of Bloomington, Town of Normal and County of McLean (hereinafter referred to as the "City", "Town" and "County") and the McLean County Soil and Water Conservation district (hereinafter referred to as the "District").

A. Purpose of This Agreement:

The purpose of this agreement is to establish a framework for the continuing administration and implementation of the McLean County Watersheds Management Program, hereafter referred to as the "Program" prepared by the District, and include 1) maintenance and improvement of Lake Bloomington and Evergreen Lake water quality through implementation of the watershed management plans; 2) assistance to the City, Town and County in obtaining grant funding for watershed management projects; and 3) facilitate the review, updates and modifications of the watershed plans.

B. Period of Agreement:

The period of this agreement commences October 1, 2018 and ends October 1, 2021.

C. Payment:

The City, Town and County shall pay the District the following amounts for services:

- a. The first year of the agreement (2018) payments of \$70,000 shall be made by the City, \$10,000 by the Town and \$10,000 by the County, by the first (1st) week of October, pending the receipt of invoices from the District by the 20th day of the preceding month.
- b. The second (2nd) year of the agreement (2019), payments of \$70,000 shall be made by the City, \$10,000 by the Town and \$10,000 by the County by the first (1st) week of October, pending the receipt of invoices from the District by the 20th day of the preceding month.
- c. The third (3rd) year of the agreement (2020), payments of \$70,000 shall be made by the City, \$10,000 by the Town and \$10,000 by the County by the first (1st) week of October, pending the receipt of invoices from the District by the 20th day of the preceding month.

D. Description of Services:

The District shall:

- Promote agricultural and conservation practices in the Lake Bloomington and Evergreen Lake watersheds via newsletters, news releases, social media, field days and demonstration sites.
- Work closely with producers in the Lake Bloomington and Evergreen Lake watersheds to continue nutrient management and conservation practices.
- Promote Best Management Practices (BMP) such as waterways, filter strips, nutrient management, conservation tillage, stream bank stabilization, wetlands and cover crops, through available federal and state cost share programs to producers in the Lake Bloomington and Evergreen Lake watersheds.

- Act as a liaison between conservation groups and funding agencies such as, The Nature Conservancy, Association of Illinois Soil & Water Conservation Districts, Illinois Environmental Protection Agency, Natural Resource Conservation Service, Illinois Department of Natural Resources, Ecology Action Center, Parklands, McLean County Farm Bureau and Friends of EverBloom.
- Provide annual status reports of the implementation of the Watershed Plans to Bloomington, Normal and the McLean County
- Prepare an update for both the Evergreen Lake and Lake Bloomington Watershed Plans.
- Work with Illinois State University to continue the valuable partnership between students, researchers, faculty to continue to improve water quality.
- Serve as liaison between all parties with lake shoreline and streambank stabilization projects. Work closely with consultant, contractors and Army Corp of Engineers to ensure successful implementation of projects and grants.

E. **Indemnification and Hold Harmless:**

The District shall save and hold the City, Town and County, (including its officials, agents and employees) free and harmless from all liability, public or private penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of action, claims and judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity or property of any kind (including, but not limited to choices in action) arising out of or in any way connected with the performance under this agreement, for any costs, expenses, judgments, and attorney's fee paid or incurred or paid for on behalf of the City, Town and/or County, and/or its agents and employees, by insurance provided by the aforementioned government bodies.

F. **Additional Agreements:**

This agreement may be modified by mutual consent of the parties hereto and agreed to in writing and does not preclude separate agreements between the District and individual units of government for additional services.

City of Bloomington

Date

Town of Normal

Date

County of McLean

Date

McLean County Soil and Water Conservation District

Date

Illinois Department of Natural Resources, Ecology Action Center, Parklands, McLean County Farm Bureau, and Friends of EverBloom.

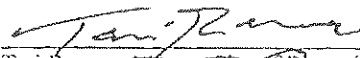
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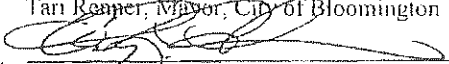
E. **Indemnification and Hold Harmless:**

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Tari Renner, Mayor, City of Bloomington


Attest Signature

July 24, 2018

Date

Town of Normal

Date

County of McLean

Date

McLean County Soil and Water Conservation District

Date

INTERGOVERNMENTAL AGREEMENT 2021-2024

This agreement is entered into as of this 1st day of October 2021, by and between the City of Bloomington, Town of Normal and County of McLean (hereinafter referred to as the "City", "Town" and "County") and the McLean County Soil and Water Conservation district (hereinafter referred to as the "District").

A. Purpose of This Agreement:

The purpose of this agreement is to establish a framework for the continuing administration and implementation of the McLean County Watersheds Management Program, hereafter referred to as the "Program" prepared by the District, and include 1) maintenance and improvement of Lake Bloomington and Evergreen Lake water quality through implementation of the watershed management plans; 2) assistance to the City, Town and County in obtaining grant funding for watershed management projects; and 3) facilitate the review, updates and modifications of the watershed plans.

B. Period of Agreement:

The period of this agreement commences October 1, 2021 and ends October 1, 2024.

C. Payment:

The City, Town and County shall pay the District the following amounts for the administrative services provided in this agreement:

- a. The first year of the agreement (2021-2022) payments of \$70,000 shall be made by the City, \$10,000 by the Town and \$10,000 by the County, by the first (1st) week of October, pending the receipt of invoices from the District by the 20th day of the preceding month.
- b. The second (2nd) year of the agreement (2022-2023), payments of \$90,000 shall be made by the City, \$10,000 by the Town and \$10,000 by the County by the first (1st) week of October, pending the receipt of invoices from the District by the 20th day of the preceding month.
- c. The third (3rd) year of the agreement (2023-2024), payments of \$90,000 shall be made by the City, \$10,000 by the Town and \$10,000 by the County by the first (1st) week of October, pending the receipt of invoices from the District by the 20th day of the preceding month.

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Farm Bureau and Friends of EverBloom.

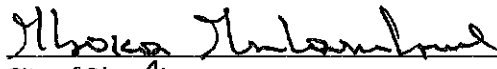
- Provide annual status reports of the implementation of the Watershed Plans to Bloomington, Normal and the McLean County.
- Prepare an update for both the Evergreen Lake and Lake Bloomington Watershed Plans.
- Work with Illinois State University to continue the valuable partnership between students, researchers, faculty to continue to improve water quality.
- Serve as liaison between all parties with lake shoreline and streambank stabilization projects. Work closely with consultant, contractors and Army Corp of Engineers to ensure successful implementation of projects and grants.
- To coordinate, oversee and bid projects, in compliance with all Federal, State, and Local laws, including the payment of prevailing wage where required, that further this agreement, on behalf of the parties and subject to funding approval by the applicable parties.

E. **Indemnification and Hold Harmless:**

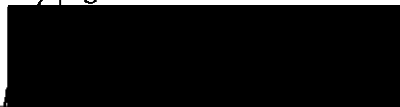
The District shall save and hold the City, Town and County, (including its officials, agents and employees) free and harmless from all liability, public or private penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of action, claims and judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity or property of any kind (including, but not limited to choices in action) arising out of or in any way connected with the performance under this agreement, for any costs, expenses, judgments, and attorney's fee paid or incurred or paid for on behalf of the City, Town and/or County, and/or its agents and employees, by insurance provided by the aforementioned government bodies.

F. **Additional Agreements:**

This agreement may be modified by mutual consent of the parties hereto and agreed to in writing and does not preclude separate agreements between the District and individual units of government for additional services.


City of Bloomington

5/27/21
Date


Town of Normal

6/14/21
Date

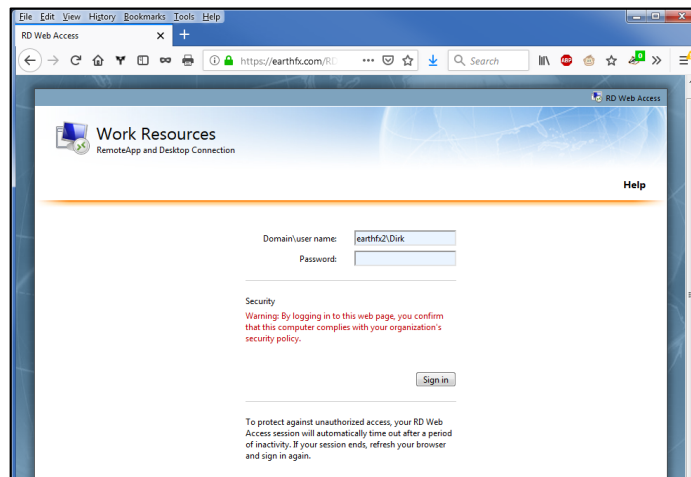

County of McLean

7/8/21
Date


McLean County Soil and Water Conservation District

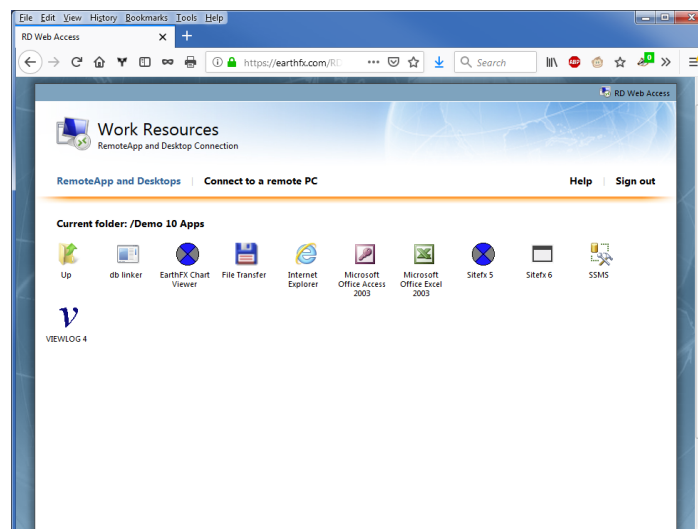
7/6/21
Date

1 Earthfx Data Centre Remote Login: Introduction



The user can login to the Sitefx Cloud Server through any web browser on any internet-connected computer. The user connects simply connects to address <https://earthfx.com/rdweb>. There is no need to make any changes to your firewall settings, and all traffic is fully encrypted and secure.

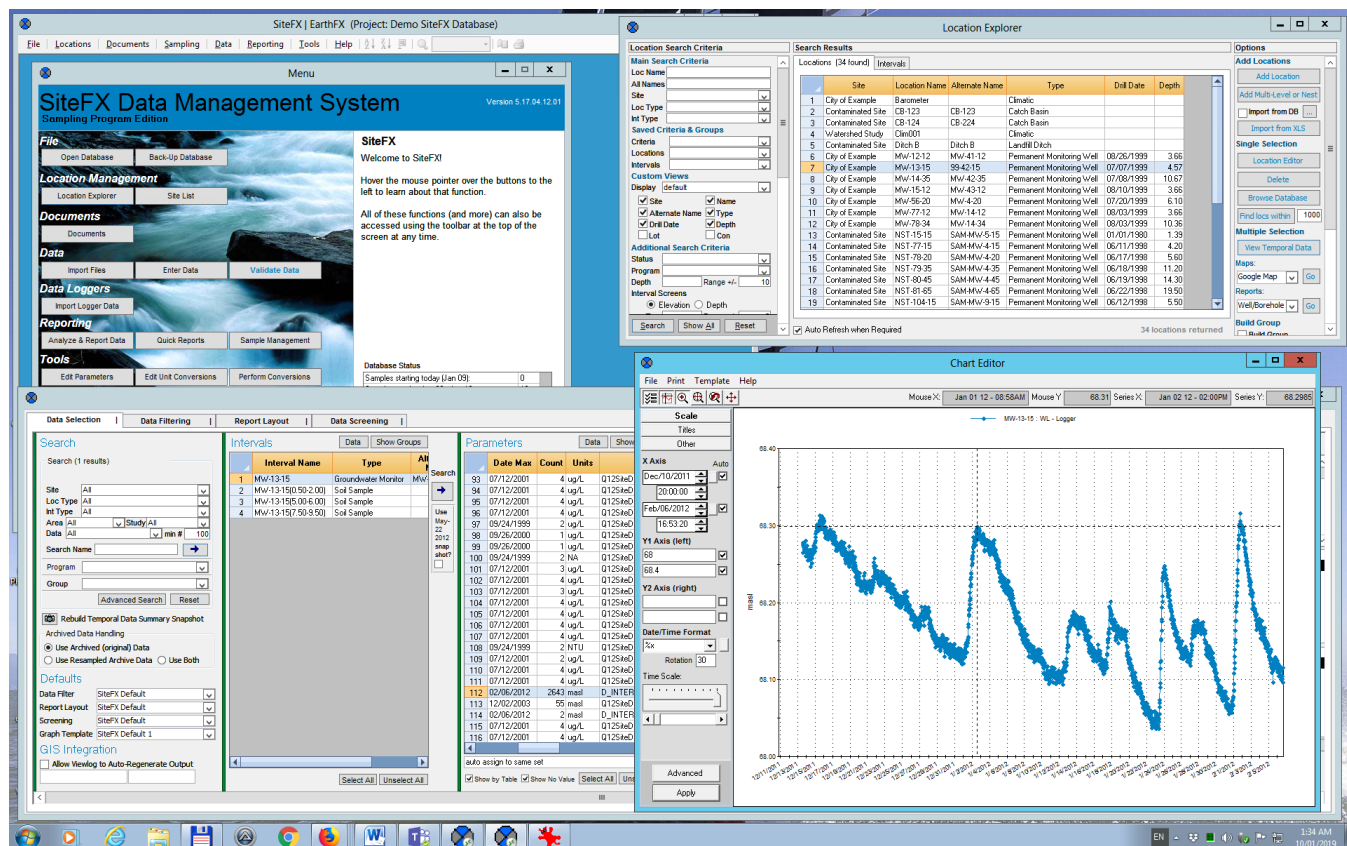
2 Sitefx Hosted Applications



The user is presented with a menu of hosted applications, **including the main Sitefx program**, but also Excel and other hosted tools and applications that may be useful to check data prior to import or after export.

To open Sitefx simply click on the program icon.

3 Running Sitefx Pro Cloud



Once Sitefx Cloud is started, the program “appears” as a regular desktop application. The various program windows can be spread across one or more monitors. Local hard drives and printers are fully accessible. All processing and database access is run on our high performance multi-processor Xeon servers. In most cases the user cannot even notice that Sitefx is running remotely, as our high speed fiber optic internet connection has very low 4 ms latency and the server hardware is fully optimized for Sitefx.

Other options are available, including:

Laboratory Upload Interface: A dedicated web page upload tools is available for laboratories to directly load results as provisional data into the database.

VIEWLOG WebServer Map Interface: The VL Webserver interface allows full access to maps, cross sections, borehole logs, hydrographs and water quality results.

4 Technical Details

4.1 *Server Operating System*

The Sitefx Cloud Service applications are run on a Windows Server 2012 operating system (Virtual Machine) allowing simultaneous multi-user access. Database options include MS Access or SQL Server 2005, 2008 or 2012.

4.2 *Storage, Backup and Archive*

The user database is stored on-site on the Earthfx server. Dual automated backups are made nightly, and archives are created weekly. Hardware RAID drive arrays are used to improved reliability and performance.

4.3 *Redundant Servers*

The Sitefx Cloud Server is hosted on a 12 processor (24 thread) dual Xeon x5670 Server with 72 GB of RAM. Earthfx maintains two identical servers, each with redundant power supplies and battery backup, should there be need for a failover.

4.4 *Redundant Network Connections*

Earthfx maintains redundant network connections, including:

- Bell Business Fiber Optic cable connection (Symmetric 1Gbps connection with 4ms latency)
- Rogers Business Internet Connection (150/20 Mbps) Backup

The dual network connections are load balanced using an advanced Ubiquity router. High Security AES256 IPSEC VPN and Static IP address network connection options are available if necessary, but default access is through a fully secure HTTPS connection.

5 Sitefx Cloud Hosting Benefits

Sitefx Cloud Pro:

- Three simultaneous named users in base configuration
 - o Easy to add more users
- Full **Sitefx Pro** Functionality, including:
 - o SQL Server database
 - o Data Logger Manager
 - o Stats and Water Quality Plotting Tools
 - o Sample Program Manager
- Full telephone and email support cost included
- All hardware and software costs
- Redundant servers, network and backup services
- All data securely stored in the Earthfx offices in Toronto, Canada

Sitefx Cloud Benefits

- Simultaneous multi-user access to the database - Ideal for:
 - o Remote laptop users:
 - The data is securely stored in a central location.
 - No data is lost if a laptop is lost or damaged.
 - o Multiple office configurations: Ideal for field and central office scenarios
 - o Collaboration with consultants
- Centrally managed
 - o Secure, shared access
 - o Automated backup and archive
- Fully supported by the original software developer
 - o Optimized hardware and database management
 - o Dedicated telephone and email support.
- Reduced upfront costs
- Full technical supported included

EARTHFX DATA CENTRE

CLOUD-HOSTED ENVIRONMENTAL DATA MANAGEMENT SYSTEM

KEY FEATURES

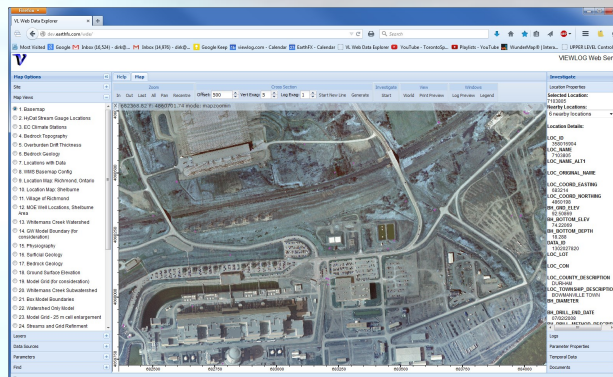
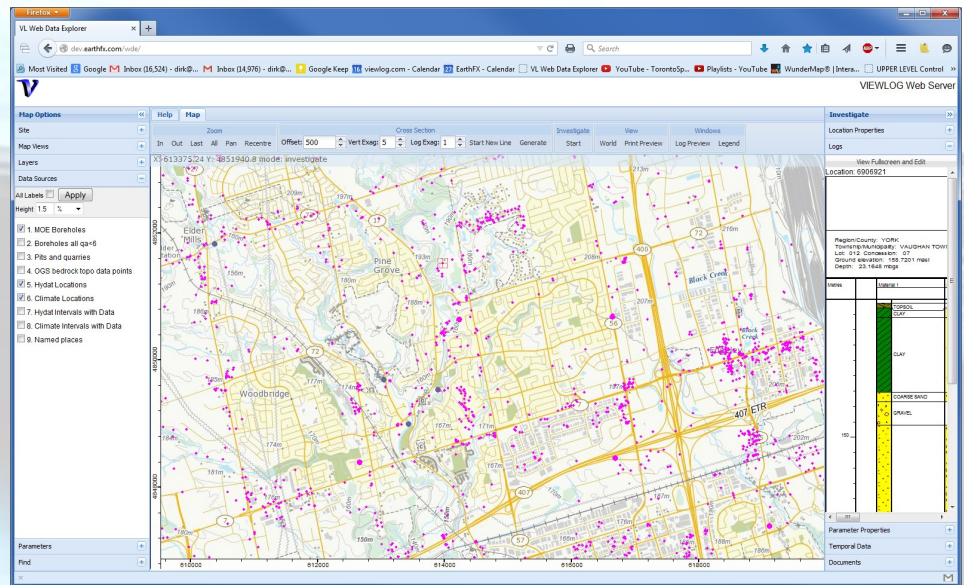
- WEB-BASED HOSTED DATA MANAGEMENT SOLUTION
- CENTRALIZED, MULTI-USER SYSTEM
- WEB AND REMOTE APPLICATION DATA INTERFACE
- COMPREHENSIVE DATA: CHEMISTRY, WATER LEVELS, PRODUCTION, CLIMATE
- COMPARE DATA TO REGULATIONS AND TRIGGERS
- WATER QUALITY ANALYSIS
- BUILD COMPLEX GRAPHS AND REPORTS
- SAMPLE COLLECTION AND TRACKING
- DATA ENTRY
- IMPORT LAB DATA
- DATA LOGGER CALIBRATION AND IMPORTING
- CLIMATE DATA IMPORTING
- ADVERSE EVENT TRACKING
- IDENTIFY MISSING SAMPLES AND MISSING DATA

earth science
information systems

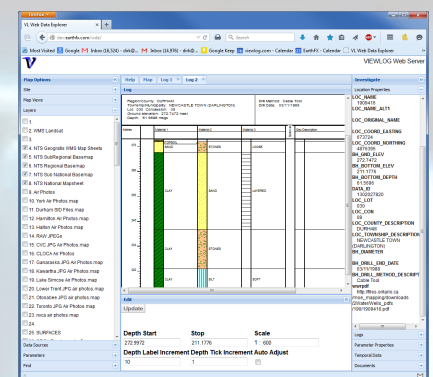
The **Earthfx Data Centre (EDC)** is a hosted environmental data management system that covers all aspects of data field collection, sample tracking, analysis and reporting. Data is hosted on our secure servers, and users access the data through two powerful interfaces:

1. **Web Browser Interface:** Efficient, easy information access—ideal for clients and managers
2. **Remote Applications:** Powerful desktop level tools—for advanced analysis and processing

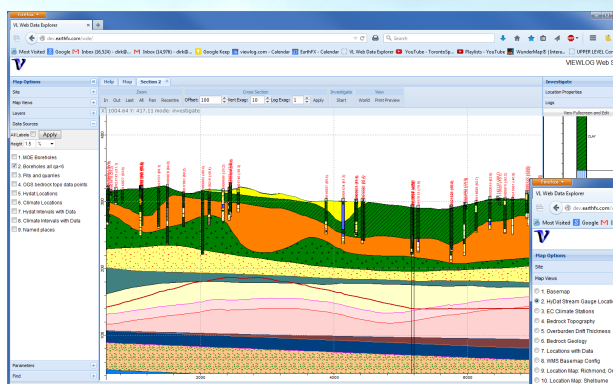
EDC Web Browser Interface: VL Webserver



Full WMS/WMTS Web Map layer integration

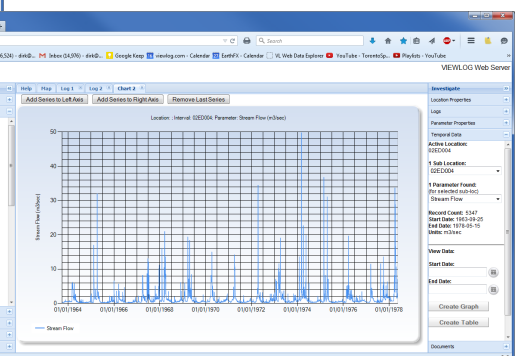


Borehole logs



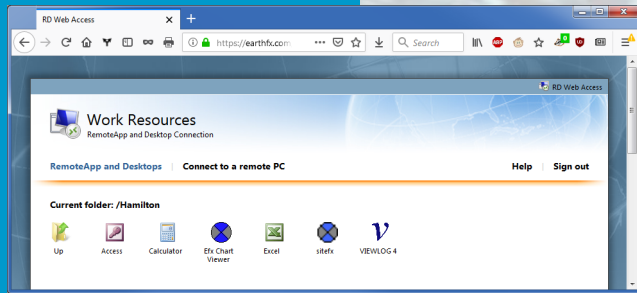
Dynamic cross sections with logs

The **VLWebServer Module** provides a seamless graphical web interface to well locations, field sampling sites, geologic logs, 3D stratigraphic cross sections and time



Time series graphing

EDC REMOTE APPLICATIONS



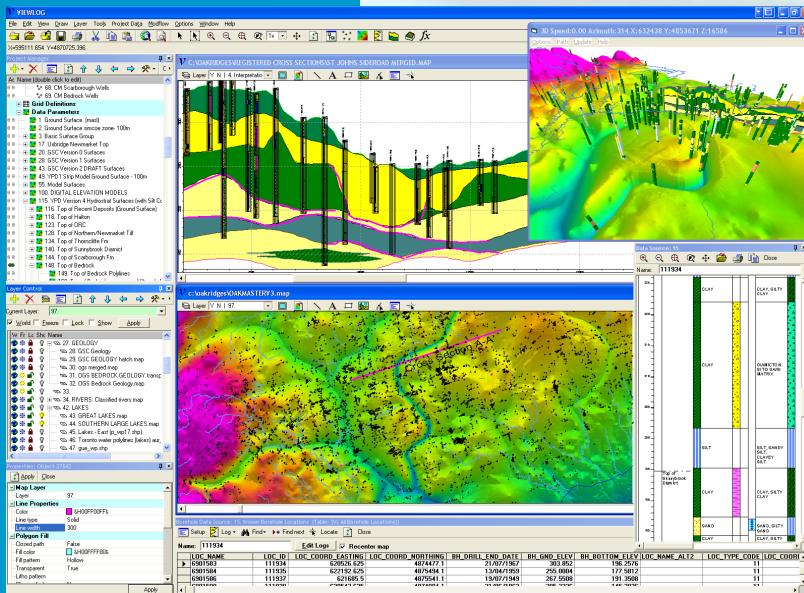
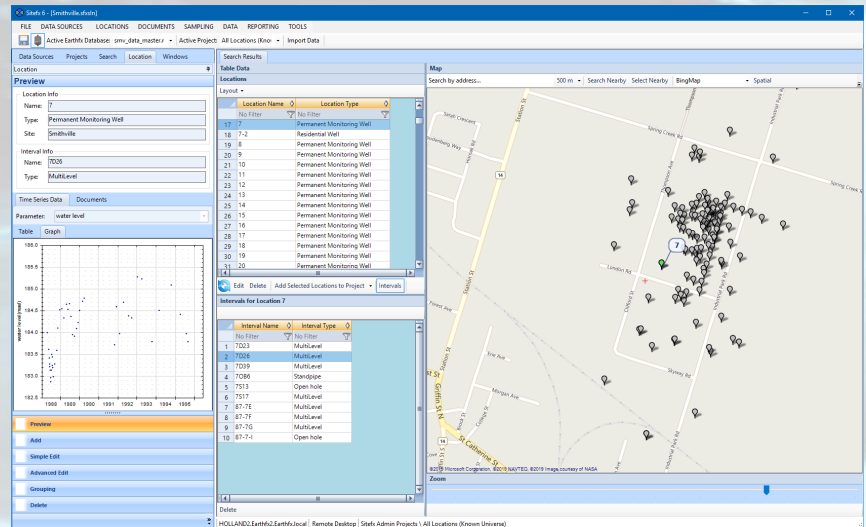
Remote App Login

For more power and advanced analysis, the EDC Web Tools are complemented by our powerful Sitefx and VIEWLOG remote applications. Remote applications, running on our multi-processor servers, are accessed through a secure Web-based login and that provides a powerful SQL Server software experience anywhere with an internet connection. Our redundant internet connections, including a high speed fiber optic cable connection, ensures an exceptional experience.

Sitefx 6.0

Remote App users access all the advanced functionality of Sitefx 6, including data entry, analysis, reporting, and all the flexible filtering and output options of earlier Sitefx versions.

The new Sitefx 6 interface provides a more flexible graphical experience, with integrated mapping, quick graphs, powerful search functionality and streamlined location editing and data browsing.



VIEWLOG 5.0

VIEWLOG 5.0 provides a full graphical interface to your project database. Create borehole logs, maps, cross sections and time-series plots of any database or 3D geologic or hydrogeologic model results.

VIEWLOG 5.0 adds integrated Web Map Services, improve project management and a fully 4-dimensional interface into your database.

VIEWLOG now supports advanced fully integrated surface water/groundwater model such as the USGS GSFLOW model, allowing for simulation of the complete hydrologic cycle and water budget.

Sitefx Data Entry, Importing and Editing

Data can be loaded into your database in various ways:

- Customizable data entry forms
- Automated & configurable data importers (lab data, data loggers, production, rainfall, etc)
- Direct linking to existing systems
- New data are stamped with a username and date stamp, important data modifications are automatically backed up
- All data is automatically converted to a user-defined consistent naming and unit convention

Sitefx Data Retrieval and Reporting

A sophisticated query builder helps find and filter temporal data before presentation

Reports

- Several report layouts are available to choose from including specialized reports such as MOE Annual Water Quality, Quarterly Compliance, Annual Performance, MUMPs, etc

Graphs

- Multi-parameter, multi-axis, multi-location time graphs
- Visual QA—data from data loggers can be checked and corrected visually in the SiteFX graphing tool
- Graph templates can be customized and reused

Historical Comparison

- Compare data to historical sampling events to quickly check for anomalies and trends

Sample Program Manager

The Sampling Program Manager is a SiteFX module that ensures a closed loop process, from sampling requirements to sample collection to sample results:

Scheduling

- Define laboratory test packages, staff, bottle types
- Pre-schedule recurring sampling events

Sample Collection

- Get notified of upcoming samples
- Print bottle labels
- Print Chain of Custody forms

Reconciliation

- Lab results auto-reconciled by comparing expected vs. received results

EarthFX Data Centre Ready

- Have labs upload data directly into the database through the EarthFX Data Centre lab integration module and be e-mailed of activity

WatChemFX Water Quality Module

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Collins Diagram (Bar)
Radial Plots
Schoeller Plot
Extended Durov Plot
Box-Whisker Plot

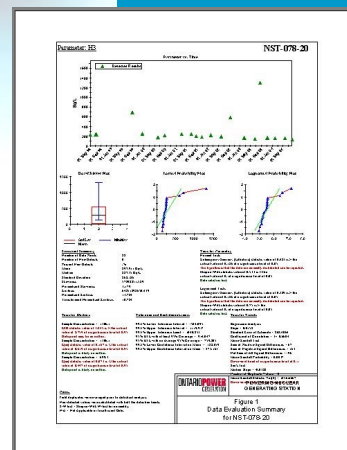
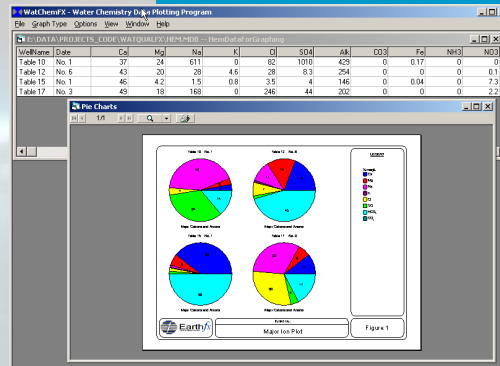
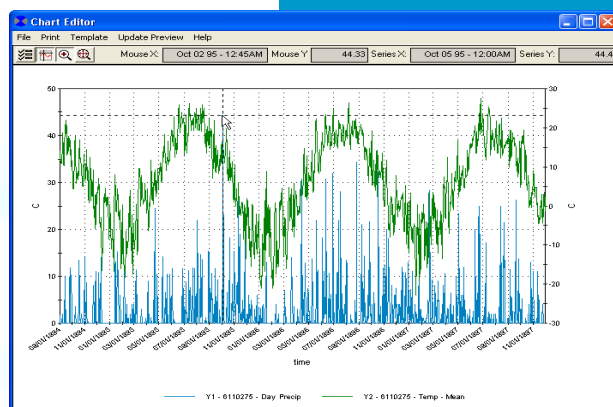
Pie Chart
Hex Plots
Piper (Trilinear) Plot
Ion-Ion Plots

Disk Diagram
Stiff Diagram
Durov Plot
Chernoff Diagram

StatsFX Statistics Module

StatsFX is an add-on to SiteFX that allows you to perform statistical analyses of water quality data, such as:

- Summarize statistical properties of the data
- Check whether data are normally or log-normally distributed
- Identify outliers in the data
- Compute tolerance limits and confidence intervals
- Conduct trend analyses on the data



SITEFX 5.0

ENVIRONMENTAL DATA MANAGEMENT SYSTEM

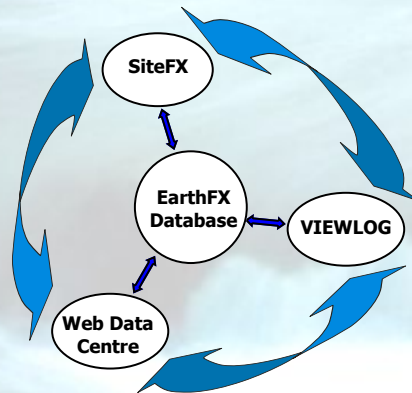
KEY FEATURES:

- ELECTRONIC DATA DELIVERY FROM LAB
- CUSTOMIZABLE DATA ENTRY FORMS
- CENTRALIZED AND CONSISTENT DATA STORAGE (WATER LEVELS, CHEMISTRY, FLOWS, CLIMATE)
- DATA LOGGER CALIBRATION AND IMPORTING
- ADVANCED WATER QUALITY AND TREND ANALYSIS
- BUILD COMPLEX GRAPHS AND REPORTS
- SAMPLE PROGRAM TASK TRACKING (SCHEDULING, COLLECTION, SHIPPING, RECEIPT)
- CHAIN OF CUSTODY: IDENTIFY MISSING SAMPLES AND MISSING DATA
- REGULATORY COMPLIANCE STATUS MONITORING AND REPORTING
- AUTOMATED NOTIFICATION OF TRIGGER EXCEEDANCE
- ADVERSE EVENT TRACKING

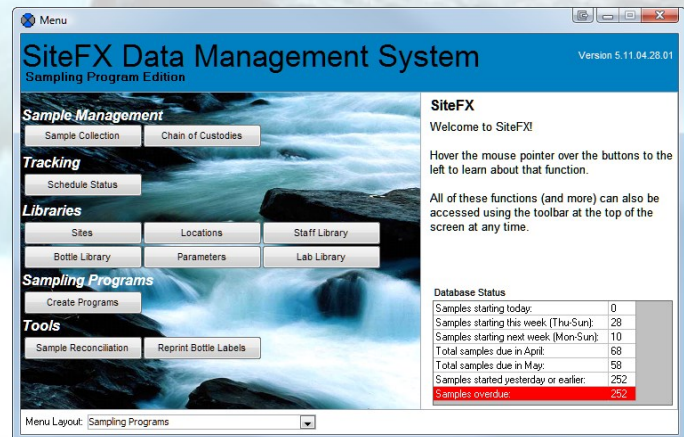
earth science
information systems

SITEFX is a data management system designed for managing, tracking and analyzing complex environmental monitoring programs. SiteFX can track sample collection, pumping and flow data, water chemistry, water levels, surface water and climate data in a single integrated database environment.

SiteFX can operate independently, with your existing systems, or as part of the EarthFX Data Centre, a suite of desktop and web based management tools.



SiteFX is part of an integrated data management solution



Key Benefits:

- Streamlined, efficient information management
- Sample program task tracking: Track not only the data, but that all aspects of the sample program have been collected
- Early notification of threshold compliance
- Standardized and centralized data storage
- Site-wide data integration, from internal SCADA systems to remote groundwater and surface water sampling locations.
- Improved information sharing between operations and engineering
- Improved accountability and consistency

Applications:

- Groundwater, surface water, soil, sediment, biological and climate monitoring
- Effluent discharge flow and water quality tracking
- Sample chain of custody and QA/QC tracking
- Lab data integration and electronic data delivery
- Regulatory graphing and reporting
- Automated notification of trigger exceedance and compliance



Key Users:

- Mining: Sitefx has been used for over 16 INCO mine closures
- Nuclear: Over 10 years of environmental monitoring at Pickering Nuclear Generating Station
- Engineering: Golder, AECOM, WESA, Dillon, CH2MHILL and many more
- Municipal: Region of York, Durham, Peel, Halton, Hamilton

SITEFX

Data Entry, Importing and Editing

Data can be loaded into your database in various ways:

- Data entry forms
- Automated & configurable data importers (lab data, data loggers, production, rainfall, etc)
- Direct linking to existing systems

- New data are stamped with a username and date stamp, important data modifications are automatically backed up
- All data is automatically converted to a user-defined consistent naming and unit convention

Data Validation and Quality

- The underlying data model ensures 'referential integrity', meaning all data *must* link back to the master list of locations — no 'orphaned' data
- User-defined look-up tables ensure consistency by allowing users to pick from lists (e.g., units) instead of typing 'free text'
- The quality assurance (QA) functions in SiteFX check that the data in the database are robust and ready for analysis

Type	Category	Description	Result Count	Run Check	More Info
Data	Interval	Default interval name not changed.	0	☒	...
Data	Interval	Interval type missing.	0	☒	...
Data	Interval	Interval name missing.	0	☒	...
Data	Interval	Interval not assigned to a location.	0	☒	...
Data	Location	Location is not assigned to a site.	0	☒	...
Data	Location	Location type missing.	0	☒	...
Data	Location	Location name missing.	0	☒	...
Data	Location	Master location not selected.	0	☒	...
Data	Location	Default location name not changed.	0	☒	...
Data	Monitor	Top elevation is below bottom elevation.	1	☒	...
Data	Site	No sites exist.	0	☒	...

Run Checks

All checks of the DATA type should have a result count of 0. Checks of the DIAGNOSTIC type are not necessarily errors.

Data Retrieval

A sophisticated query builder helps find and filter temporal data before presentation

Reports

- Several report layouts are available to choose from including specialized reports such as MOE Annual Water Quality, Quarterly Compliance, Annual Performance, MUMPs, etc

Graphs

- Multi-parameter, multi-axis, multi-location time graphs
- Visual QA—data from data loggers can be checked and corrected visually in the SiteFX graphing tool
- Graph templates can be customized and reused

Historical Comparison

- Compare data to historical sampling events to quickly check for anomalies and trends

Instrument type: LF-Levellogger 33996
 Instrument number: 1
 Location: Region of York
 Sample node: Fixed
 Sample rate: 5 Minutes

Channel 1
 Reference: 0.0 cm
 Range: 1000.0 cm
 Master level: 0.0 cm

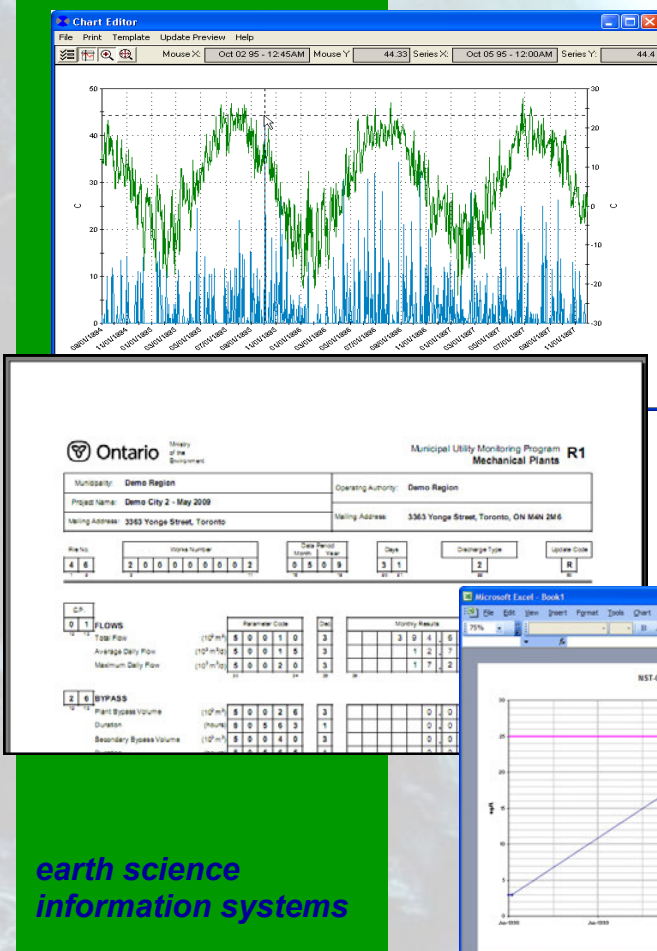
Channel 2
 Reference: -20.00 Deg C
 Range: 100.00 Deg C

No. Date Time Channel 1 Channel 2
 1 2003/04/01 16:15:00 517.2 9.49
 2 2003/04/01 16:20:00 516.8 9.49
 3 2003/04/01 16:25:00 516.8 9.51
 4 2003/04/01 16:30:00 527.6 9.51
 5 2003/04/01 16:35:00 527.6 9.49
 6 2003/04/01 16:40:00 527.2 9.50
 7 2003/04/01 16:45:00 527.2 9.50
 8 2003/04/01 16:50:00 527.2 9.50
 9 2003/04/01 16:55:00 527.2 9.50
 10 2003/04/01 17:00:00 527.2 9.50

Template Name: Water level snapshot
 Parameters: ALL
 Options: Show Hide
 Work Name: Status: Unreviewed
 By Status: By Intervals
 2010-01 waterlevels
 2010-02 waterlevels
 2010-03 waterlevels
 Date From: To
 17/12/2009 17/12/2009
 Sampled Date From: To
 17/12/2009 17/12/2009

Select Intervals: Clear Data: Delete Interval: Delete Parameter: Save Data: Close: Layout 1

Interval Name	Alternate Name	Reading Date	Sample Units	Alkalinity Value	Aluminum Value	Barium Value	Beryllium Value	Boron Value	Bromide Value
MW-12-12	MW-41-12	04/01/2011	mg/L	1.2	5.4	5.4	4.3	3.2	4.3
MW-13-15	MW-42-15	04/01/2011	mg/L	2.3	5.4	4.30	2.3	4.3	2.2
MW-14-35	MW-42-35	04/01/2011	mg/L	4.3	4.3	4.3	3.3	2.3	1.2
MW-15-12	MW-43-12	04/01/2011	mg/L	5.3	2.3	2.3	2.2	4.3	3.2
MW-56-20	MW-44-20	04/01/2011	mg/L	2.3	3.2	4.3	4.4	2.1	3.3



Sample Management

Sample Selection Criteria: Site: ALL Interval Type: ALL Interval: ALL
 Area: ALL Location Type: ALL
 Study: ALL Start Date: End Date:
 Lab: ALL
 Name Like:

Data Display Criteria: Parameter Groups: ALL
 Include: Criteria ODWS
 Exclude: Sub-Criteria ALL
 Advanced Mode

Bequery Samples: Mode: Merge Samples
 Show Data: Export Data

List by Interval Name

Interval	Sample	Sample Dates	Parameter	Value	Criteria
Area A - BH1 (5.7-58.1 1.52-2.29m)	12-Dichlorobenzene	22 Mar 2002	12-Dichlorobenzene	0.2 ug/L	3
Area A - BH2 (2.54-59.0 0.761-37m)	Aluminum	21 Mar 2002	Aluminum	0.2 ug/L	100
Area A - BH2 (5.7-58.1 1.52-2.29m)	Arsenic	21 Mar 2002	Arsenic	2 ug/L	25
Area A - MW1 (5.7-58.1 1.52-2.29m)	Boron	24 Jan 2002	Boron	477 ug/L	1000
Area A - MW2 (15.0-58.0 2.29-3.09m)	Benzene	10 Dec 2001	Benzene	0.1 ug/L	5
Area A - QA/QC (5.7-58.1 1.52-2.29m)	C14	12 Nov 2001	C14	38 ug/L	5000
CB-123	Cadmium	12 Nov 2001	Cadmium	0.1 ug/L	5
CB-224	Chloride	12 Nov 2001	Chloride	0.2 ug/L	5
Dich A	Chromium (Total)	12 Nov 2001	Chromium (Total)	1360000 ug/L	25000
MW-12-12	Copper	31 Aug 2001	Copper	0.5 ug/L	2
MW-12-120 (50-2.00)	C1134	31 Aug 2001	C1134	1 ug/L	1000
MW-12-127 (58-8.50)	C1137	31 Aug 2001	C1137	0.8 ug/L	7
MW-14-35	Dichlorobenzene	30 Aug 2001	Dichlorobenzene	0.4 ug/L	10
MW-15-12		30 Aug 2001		1 ug/L	50
MW-56-20		07 Aug 2001			
MW-56-20 (50-2.00)					
MW-56-20 (50-2.00)					

Adjust Tolerance on Yellow Flag: 10 (1% of criteria)

Sampling Program Manager

The Sampling Program Manager is a SiteFX module that ensures a closed loop process, from sampling requirements to sample collection to sample results

Scheduling

- Define laboratory test packages, staff, bottle types
- Pre-schedule recurring sampling events

Sample Collection

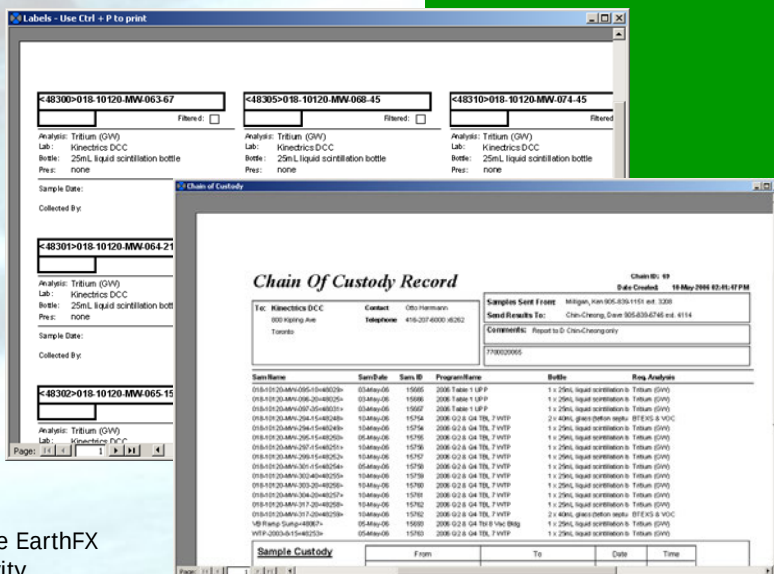
- Get notified of upcoming samples
- Print bottle labels
- Print Chain of Custody forms

Reconciliation

- Lab results auto-reconciled by comparing expected vs. received results

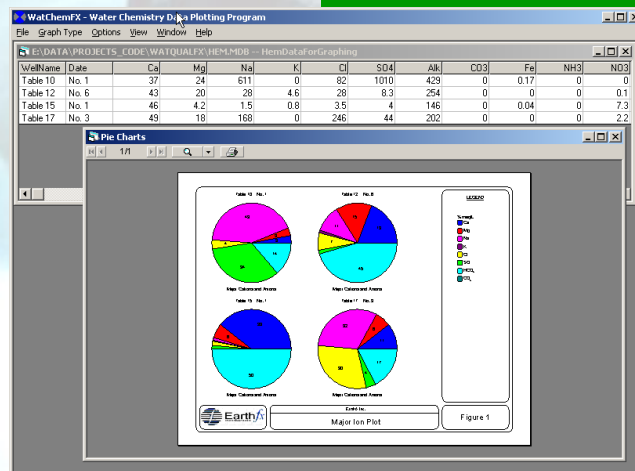
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- Have labs upload data directly into the database through the EarthFX Data Centre lab integration module and be e-mailed of activity



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Radial Plots

Schoeller Plot

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Box-Whisker Plot

Pie Chart

Hex Plots

Piper (Trilinear) Plot

Ion-Ion Plots

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Stiff Diagram

Durov Plot

Chernoff Diagram

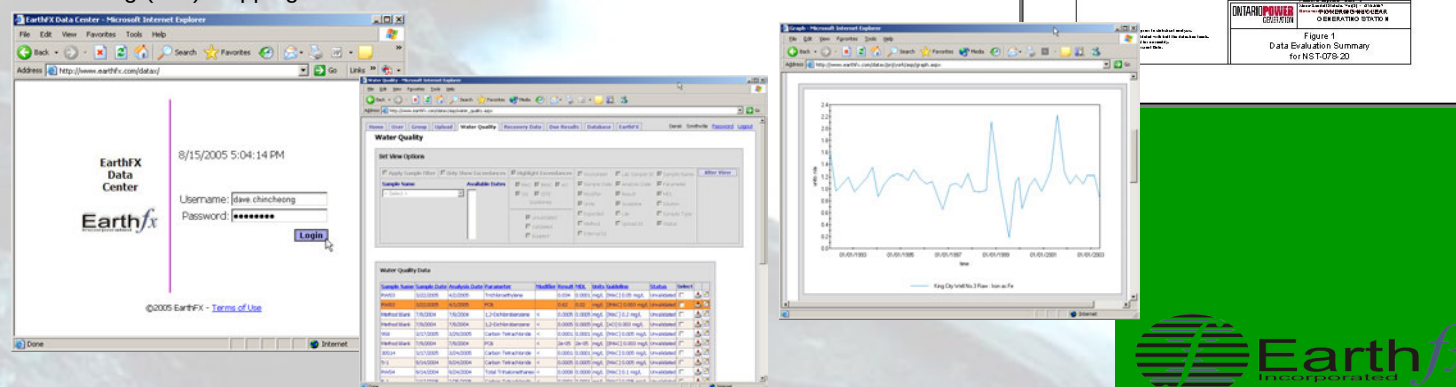
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- Summarize statistical properties of the data
- Check whether data are normally or log-normally distributed
- Identify outliers in the data
- Compute tolerance limits and confidence intervals
- Conduct trend analyses on the data

EarthFX Data Centre

The EarthFX Data Centre (EDC) pulls all of our core software products together in an enterprise solution. In addition to the ability to use SiteFX over the internet, major features are exposed through a web interface, such as Lab Integration / Upload module, Sample Data Reconciliation, Water Quality Review, Temporal Data and Criteria Graphing and Viewlog (GIS) Mapping.



SITEFX VERSIONS

SiteFX Versions

- **DP:** Desktop - single site and minimal users
- **PRO:** Pro - multi-site, multi-user, advanced functionality
- **EDC:** EarthFX Data Centre - allows remote usage and connects with web based components

		DP	PRO	EDC
Location Management	Multiple Site		X	X
	Borehole Construction Details	X	X	X
	Geology	X	X	X
	Document Linking		X	X
	Import	X	X	X
	Export / Database Partitioning		X	X
Chemistry / Water Levels / Climate / Pumping Data	File Importing	X	X	X
	Manual Entry	X	X	X
	Data Validation and Reconciliation	X	X	X
	Import History	X	X	X
	Duplicate Removal Tools	X	X	X
Data Loggers	Calibration / Offset Logging		X	X
	File Import and Screening		X	X
	Visual Correction Tools		X	X
Analysis & Reporting	Tabular Reports & Queries	X	X	X
	Excel Graph Exporting	X	X	X
	Excel Reports		X	X
	QA Duplicates	X	X	X
	Historical Comparison	X	X	X
	Criteria Exceedances	X	X	X
Tools	"Consistent Unit" Converter	X	X	X
	Parameter Name Alias Library	X	X	X
	Parameter Calculator	X	X	X
	Database Backup	X	X	X
	Help	X	X	X
Application	MS Access Database	X	X	X
	SQL Server Database		X	X
	User Tracking		X	X
	Data Change Tracking		X	X
	User Management			X
	Remote Control via Web Browser			X
	Compatible with EDC Web Components			X

SiteFX Add-On Modules:

Sampling Management Module:

Lab & Test Package Setup
Sample Pre-Scheduling
On-the-fly Sampling
Bottle Label Printing
Chain of Custody Printing
Result Reconciliation

Water Quality Module:

Piper Diagrams
Radial Plots
Stiff Plots
Durov Plots
Schoeller Plots
Many More

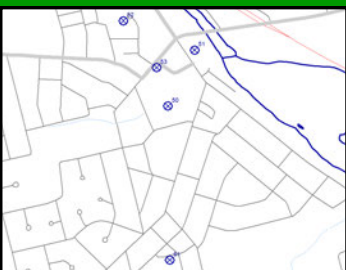
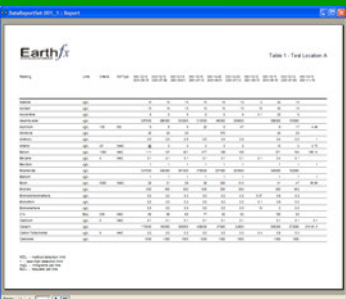
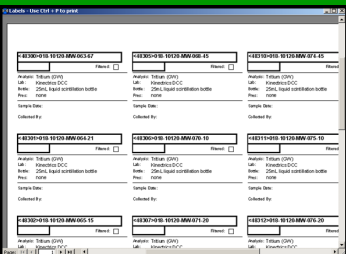
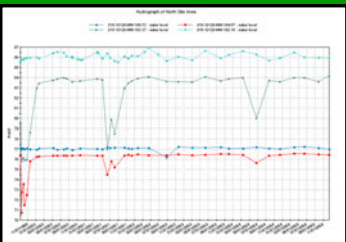
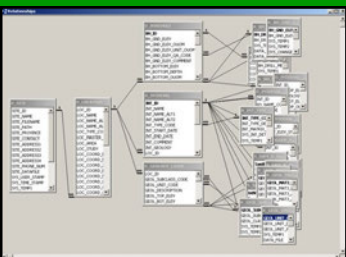
Statistics Module:

Summary Statistics
Tests for Trend
Tests for Outliers
Tests for Normality
Tolerance/Confidence

EDC Web Modules:

Lab Integration & Upload
Sample Data Reconciliation
Water Quality Review
Temporal Data & Criteria Graphing
Viewlog Mapping

VISIT WEBSITE OR CONTACT EARTHFx FOR CURRENT PRICING



EARTHFx INC.
3363 YONGE ST.
TORONTO, ONTARIO,
CANADA M4N 2M6
TEL: (416) 410-4260
FAX: (416) 481-6026
WWW.EARTHFx.COM
INFO@EARTHFx.COM



CONSENT AGENDA ITEM NO. 7.G

FOR COUNCIL: September 27, 2021

SPONSOR: City Clerk Department

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

- Goal 5. Great Place - Livable, Sustainable City
- Goal 3. Grow the Local Economy
- Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5e. More attractive city: commercial areas and neighborhoods
- Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents
- Objective 3e. Strong working relationship among the City, businesses, economic development organizations
- Objective 3d. Expanded retail businesses
- Objective 3b. Attraction of new targeted businesses that are the “right” fit for Bloomington
- Objective 3a. Retention and growth of current local businesses
- Objective 1c. Engaged residents that are well informed and involved in an open governance process

BACKGROUND: The moratorium on City video gaming licenses was lifted on March 1, 2019, and a cap (maximum) of 60 video gaming licensed establishments was placed. Since then, staff have completed three annual video gaming license renewal periods. At this time, all 60 licenses have been given and there are three establishments listed on the Video Gaming Waitlist, which was approved by Council on December 14, 2020. The proposed Ordinance addresses video gaming licensing requirements for the transfer of licenses and licenses which are part of a contractual arrangement approved by the City Council.

The proposed changes, if approved, would prohibit all transfers of video gaming licenses except from a current licensee to a proposed licensee for the same establishment at the same location. Additional proposed changes, if approved, would allow video gaming licenses, which are a result from a development agreement or annexation agreement, to be issued to qualified applicants. Licenses from Council approved contractual arrangements shall not count against the limitation on the number of licenses set forth in Chapter 7, Section 1307, nor shall they be required to be placed on the Video Gaming Waitlist. The contracted establishment licenses will still be subject to all other applicable laws included within Chapter 7, Article XIII of the City Code.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amanda Stutsman, Deputy Clerk

Reviewed by:



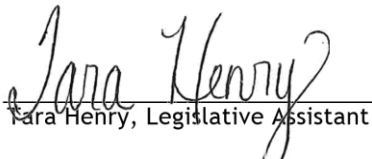
Leslie Yocum, City Clerk

9/24/2021



Chris Tomerlin, Budget Manager

9/24/2021



Tara Henry, Legislative Assistant

9/24/2021

Attachments:

- CLK 5B Ordinance_Video Gaming Transfers and Contracted Establishment Licenses

ORDINANCE NO. 2021 - _____

**AN ORDINANCE AMENDING CHAPTER 7 OF THE CITY CODE
REGARDING VIDEO GAMING LICENSURE REQUIREMENTS WITHIN THE CITY**

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

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

WHEREAS, the City Council is updating video gaming licensing requirements to address the transfer of licenses and to address that some licenses are part of a contractual arrangement approved by the City Council.

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

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

SECTION 2. That Section 7-1301 in Chapter 7, Article XIII in Chapter 7 shall be amended by adding a new definition as follows:

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

CONTRACTED ESTABLISHMENT LICENSES

A license that results from a development agreement or annexation agreement, previously approved by the City Council, subject to the applicant and establishments compliance with and eligibility in accordance with this Article, except the capacity limits of 7-1307, and other applicable law.

SECTION 3. That Section 7-1307(A) in Chapter 7, Article XIII shall be amended as follows:

§ 7-1307 [Ch. 7, Sec. 126] Limitation on number of video gaming licenses in City.

- A. There shall be no more than 60 establishments licensed to operate video gaming terminals in the City at any given time. Contracted Establishment Licenses shall not count against the limitation on the number of licenses contained herein or otherwise be subject to the provisions of this section.

SECTION 4. That Section 7-1313 in Chapter 7, Article XIII in Chapter 7 shall be amended as follows:

§ 7-1313 [Ch. 7, Sec. 132] Transfer of video gaming licenses.

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

SECTION 5. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 6. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 7. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 8. This Ordinance shall be effective immediately after its approval and publication as required by law.

PASSED this 27th day of September 2021.

APPROVED this _____ day of September 2021.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



CONSENT AGENDA ITEM NO. 7.H

FOR COUNCIL: September 27, 2021

SPONSOR: Public Works Department

WARD IMPACTED: Ward 1

SUBJECT: Consideration and action to postpone consideration of 1) an Ordinance Approving the Vacation of an Alley between Lot 8 of McDowell Subdivision and Lot 4 of J B Stevenson Subdivision, and 2) an Ordinance Amending the City Policy on Street & Alley Vacations, as requested by the Public Works Department.

RECOMMENDED MOTION: Consideration of the proposed Ordinances be postponed until a meeting no later than October 25, 2021.

STRATEGIC PLAN LINK:

-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

-Objective 4c. Preservation of property/home valuations

BACKGROUND: At the City Council meeting on August 23, 2021, the Council voted to postpone consideration of an ordinance amending the City's policy on alley vacations and an ordinance vacating the alley between 508 and 514 E. Jackson Street until the meeting on September 13, 2021. On September 13, 2021, the Council approved postponing these items until the September 27, 2021, meeting. Public Works continues to work with the petitioner on the consideration issue and more time is needed to obtain an appraisal of the property, gather information and evaluate different options. Accordingly, City staff is recommending these ordinances again be postponed for consideration at a meeting in the future once additional information is received from the petitioner and an evaluation can be performed.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Brandon Gray. A public hearing on the application was held on August 9, 2021, by the Bloomington City Council. Notice of the public hearing was published in *The Pantagraph* on July 24, 2021. Notices were also sent by certified mail to 120 property owners within 500 feet of the property. No one appeared at the public hearing to speak in favor or against the proposed vacation.

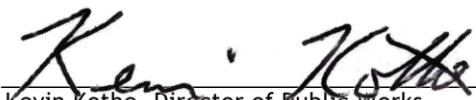
FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Tony Meizelis, Civil Engineer I

Reviewed by:


Kevin Kothe, Director of Public Works

9/15/2021


Chris Tomertlin, Budget Manager

9/15/2021


Jeffrey R. Jurgens, Corporation Counsel

9/23/2021


Tara Henry, Legislative Assistant & Records Manager

9/23/2021



CONSENT AGENDA ITEM NO. 7.I

FOR COUNCIL: September 27, 2021

SPONSOR: Facilities Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on 1) an Ordinance Amending the Budget Ordinance for the Fiscal Year ending April 30, 2022, to increase the Capital Improvement Fund budget by \$175,527, and on 2) an Ordinance Authorizing a Construction Contract Between the City of Bloomington and J Spencer Construction, LLC for the Government Center Remodel Project (BID 2022-09), in the Amount of \$175,527, as requested by the Facilities Department.

RECOMMENDED MOTION: The proposed Ordinances be approved.

STRATEGIC PLAN LINK:

- Goal 2. Upgrade City Infrastructure and Facilities
- Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

- Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service
- Objective 1d. City services delivered in the most cost-effective, efficient manner

BACKGROUND: Pursuant to direction from City Administration, the relocation of multiple department offices between existing City facilities is underway. The reconfiguration and better utilization of existing City space avoids the need to construct new facilities or purchase new property. Some of these relocations require the construction of new offices, installation of cubicles and workstations, installation of new mechanical, electrical and plumbing systems, and other modifications to the existing facilities.

The City Clerk, Bloomington Election Commission and Hub have already been relocated to the first floor of the Government Center into the former Parks, Recreation and Cultural Arts administration office area.

The Finance Department will be relocated to the third floor of the Government Center, into what is now part of the Public Works administration office area. The existing offices will be used to the extent possible, but the utility billing division will occupy space that is currently a plan storage area. Removal of the plan storage system and construction of cubicle offices is necessary. Electrical, mechanical and life safety system modifications to this existing space are also necessary.

The Legal Department will be relocated to the fourth floor of the Government Center, into the former Bloomington Election Commission office area. This existing space has an open floor plan with only one private office that will be utilized by the Director-Corporation Counsel. Due to the nature of their work, the other City attorneys and Procurement Manager

also require private offices. Construction of these offices and related electrical, mechanical and life safety modifications are necessary.

In addition to changes in the Finance Utility Billing area and future Legal Department, other improvements are necessary on the first floor of the Government Center. These improvements include the addition of electric and data outlets in Hub offices and at the locations where digital displays will be installed. These displays will be used for office directories, notice of meetings, and agenda postings for various public meetings.

All of these improvements were included in the Government Center Remodel Bid #2022-09. The two bids shown in the following table were submitted. A full bid tabulation is attached.

VENDOR	TOTAL BID
J Spencer Construction, LLC	\$175,527.00
Zobrist Construction	\$186,835.00

City staff have reviewed the submitted bids and recommend award to J Spencer Construction, LLC who is a local firm.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Bid 2022-09 was released through the City's ProcureNow portal and advertised in *The Pantagraph* on August 25, 2021.

FINANCIAL IMPACT: If approved, \$175,527 will be spent for the construction. Funds are available in the Capital Improvement Fund utilizing fund balance. The unaudited unassigned fund balance in the Capital Improvement Fund as of May 1, 2021, is \$2,127,542.26. The expense for the construction will be charged to the Capital Improvement-Buildings-City Move account (40100100-72520-15000) account. Stakeholders can locate the Capital Improvement Fund Budget in the FY 2022 Budget Book titled "Other Funds & Capital Improvement" beginning on page 74.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Russel Waller, Director of Facility Management

Reviewed by:



Russel Waller, Director of Facility Management

9/13/2021



Carla Murillo, Procurement Manager

9/23/2021



Chris Tomerlin, Budget Manager

9/23/2021



Jeffrey R. Jurgens, Corporation Counsel

9/23/2021



Tara Henry, Legislative Assistant & Records Manager

9/24/2021

Attachments:

- FAC 1B GC Remodel Bid Tab
- FAC 1C Ordinance_Budget Amendment for Remodel Contract
- FAC 1D Ordinance Exhibit for Budget Amendment
- FAC 1E Ordinance_Authorizing Contract
- FAC 1F Contract J Spencer Signed

GOVERNMENT CENTER REMODEL (BID 2022-09)
BID TABULATION

				J Spencer Construction LLC		Zobrist Construction	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
1	Government Center Remodel in accordance with Plans, Specifications & all Addenda	1	Lump Sum	\$159,570.00	\$159,570.00	\$169,850.00	\$169,850.00
2	Contingency (10% of Item #1, to be used at the sole discretion of the City)	1	Lump Sum	\$15,957.00	\$15,957.00	\$16,985.00	\$16,985.00
	Total				\$175,527.00		\$186,835.00

ORDINANCE NO. 2021 - ____

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2022**

WHEREAS, on April 12, 2021, by Ordinance Number 2021-24, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Beginning May 1, 2021, and Ending April 30, 2022, City of Bloomington, which Ordinance was approved by Mayor Tari Renner on April 14th, 2021; and

WHEREAS, a Budget Amendment is needed amending the Fiscal Year 2022 Budget, in the amount of \$175,527, to increase the budget for the Government Center Remodel Project as requested by the Facilities Maintenance Department.

NOW, THEREFORE, BE IT ORDAINED BY THE City Council of the City of Bloomington, McLean County, Illinois, as follows:

Section One: Ordinance Number 2021-24 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2022) is further hereby amended by inserting the following line items and amount presented in the Exhibit and in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2021-24 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2021-24.

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

PASSED this 27th day of September 2021.

APPROVED this ____ day of September 2021.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

FY 2022 Budget Amendment-Exhibit

Account #	Fund	Account Description	Amount	Comments
40100100-40000	Capital Improvement	Use of Fund Balance	\$ (175,527.00)	
40100100-72520-15000	Capital Improvement	Buildings	\$ 175,527.00	
Net Transaction:			\$ -	

ORDINANCE NO. 2021 - ____

AN ORDINANCE AUTHORIZING A CONSTRUCTION CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND J SPENCER CONSTRUCTION, LLC FOR THE GOVERNMENT CENTER REMODEL PROJECT (BID 2022-09), IN THE AMOUNT OF \$175,527

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 is recommending a contract with J Spencer Construction, LLC (CONTRACTOR) be approved for the Government Center Remodel (PROJECT) in the amount of \$175,527; and

WHEREAS, PROJECT consists of work necessary to improve and better utilize existing City office space and avoid construction of new facilities or purchase new property; and

WHEREAS, the City Council finds it in the best interest of the City to approve the contract.

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

That the recitals set forth above are incorporated herein and the City Manager, or designated representatives, are authorized to execute the Contract, and any other necessary documents to effectuate the purchase. The City Manager, or designee, is further authorized to approve any changes to the work or increases in the contract amount, up to the contingency amount set forth in the contract, to the extent the City Manager finds such to be in the best interests of the City.

PASSED this 27th day of September 2021.

APPROVED this ____ day of September 2021.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

**CITY OF BLOOMINGTON
CONTRACT WITH
J SPENCER CONSTRUCTION, LLC
FOR
GOVERNMENT CENTER REMODEL**

THIS AGREEMENT, dated this 27th day of September, 2021, is between the City of Bloomington (hereinafter "CITY") and J SPENCER CONSTRUCTION, LLC (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

Section 2. Incorporation of Bid/RFP/RFQ & Proposal Terms / Prevailing Wage. This work was subject to the following procurement initiative by the CITY:
Government Center Remodel (Bid 2022-09) (hereinafter "Request")

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

Section 3. Description of Services. CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: Work as indicated in the Government Center Remodel Bid 2022-09.

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

- ☐ A flat fee of \$ _____ as set forth in the Procurement Documents.
- ☒ Fees as set forth in the Procurement Documents up to the Contract amount of \$ 175,527.00.

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
City Clerk

J SPENCER CONSTRUCTION, LLC

By: [Redacted]
Its Chief Executive Manager

By: [Redacted]
Its Member Owner



CONSENT AGENDA ITEM NO. 7.J

FOR COUNCIL: September 27, 2021

SPONSOR: Economic & Community Development Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on an Ordinance Amending the Budget Ordinance for the Fiscal Year ending April 30, 2022, to increase the Community Development Block Grant (CDBG) budget by \$685,740, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

- Goal 4. Strong Neighborhoods
- Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

- Objective 4e. Strong partnership with residents and neighborhood associations
- Objective 4d. Improved neighborhood infrastructure
- Objective 4c. Preservation of property/home valuations
- Objective 4b. Upgraded quality of older housing stock
- Objective 4a. Residents feeling safe in their homes and neighborhoods
- Objective 3a. Retention and growth of current local businesses

BACKGROUND: As an Entitlement Community, the City is eligible for funding from the US Department of Housing and Urban Development (HUD) for the provision of the Community Development Block Grant (CDBG) program. In recent years, HUD has not notified the City of its annual award amount until after the City's annual budget is approved. Therefore, the budget that staff develops each year is based on estimates using the current year's allocation. For FY22, the City's CDBG allocation was \$555,361 which is \$4,153 less than the previous year. These funds were not included in the City's FY22 approved budget.

Each year, there is usually \$100,000 - \$150,000 in CDBG funding from prior years that was not expended. These funds are known as carry-forward funding. Carry-forward funds result from a variety of factors such as projects being completed under budget and fewer housing rehabilitation and/or demolition projects being completed than anticipated. Due to COVID 19 impacts, the carry-forward balance was greater than usual for FY22 at \$155,000. Additional carry-forward funding from the CDBG-CV activities is at \$379,436. These funds were not included in the City's FY22 approved budget.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: These funds were included in the Program Year 2021 CDBG Action Plan, which was available for public review starting May 22, 2020. A virtual public hearing was conducted on May 24, 2021 and written public comments were accepted from May 21 - June 24, 2021. Significant public outreach was conducted

throughout the development process for the 2020-2024 Consolidated Plan, which includes the Program Year 2021 Action Plan.

FINANCIAL IMPACT: Revenues will increase in direct relation to the expenditures (\$685,740 each) resulting in a “net zero” financial impact to the City’s General Fund.

Failure to approve the FY 2022 Budget Amendment request will result in the loss of use of \$685,740 in federal funding. Additionally, federal regulations require all entitlement communities maintain no more than 1.5 times its annual allocation in the US Treasury account. Failure to approve the FY 2021 Budget amendment request will affect the City’s ability to maintain compliance with the timely use of US Treasury funds and, ultimately, a reduction in future funding.

COMMUNITY DEVELOPMENT IMPACT: The above activities support the following goals within the City’s 2035 Comprehensive Plan 2035: H-1. Ensure the availability of safe, attractive and high quality housing stock to meet the needs of all current and future residents of Bloomington; H-1.2 Ensure an adequate supply of affordable housing for low and moderate income households; UEW-1: Provide quality public infrastructure within the City to protect public health, safety and the environment; HL-3: Ensure a health environment and accessibility of parks and open spaces; and HL-4 Continue to develop quality parks and recreational programming for all.

Respectfully submitted for Council consideration.

Prepared by: William Bessler, Grant Specialist

Reviewed by:



Melissa Hall, Economic and Community Development Director

9/21/2021



Chris Tomerlin, Budget Manager

9/22/2021



Jeffrey R. Jurgens, Corporation Counsel

9/23/2021



Tara Henry, Legislative Assistant & Records Manager

9/24/2021

Attachments:

- E&CD 2B Signed Funding Agreement
- E&CD 2C Funding Letter
- E&CD 2D Budget Ordinance
- E&CD 2E Ordinance Exhibit CDBG & Cares

Funding Approval/Agreement

Title I of the Housing and Community
Development Act (Public Law 930383)
HI-00515R of 20515R

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

OMB Approval No. 2506-0193
exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424) Bloomington	3a. Grantee's 9-digit Tax ID Number [REDACTED]	3b. Grantee's 9-digit DUNS Number [REDACTED]
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 109 East Olive Street Po Box 3157 Bloomington, IL 61702-3157	4. Date use of funds may begin (09/01/2021)	
	5a. Project/Grant No. 1 B-21-MC-17-0004	6a. Amount Approved \$555,361
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Donald G. Kathan		Grantee Name (Contractual Organization) Bloomington (Bloomington Ha (City of))	
Title CPD Director		Title Mayor	
Signature [REDACTED]	Date (09/01/2021)	Signature [Signature]	Date (mm/dd/yyyy) 9/8/2021 8:58 AM

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) ☐ None ☒ Attached	9a. Date HUD Received Submission (8/30/2021)	10. check one ☒ a. Orig. Funding Approval ☐ b. Amendment Amendment Number
		9b. Date Grantee Notified (09/01/2021)	
		9c. Date of Start of Program Year (05/01/2021)	
11. Amount of Community Development			
Block Grant		FY 2021	
a. Funds Reserved for this Grantee		\$555,361	
b. Funds now being Approved			
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency Bloomington Ha (City of) 109 East Olive Street Po Box 3157 Bloomington, IL 61702-3157
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature [Signature]

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	1 5 3											
	1 7 6											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
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8. Special Conditions.

- (a) The period of performance for the funding assistance specified in the Funding Approval (“Funding Assistance”) shall begin on the date specified in item 4 and shall end on September 1, 2028. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2028.
- (b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

<u>Administering Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or

highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107–118) shall be considered a public use for purposes of eminent domain.

- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Chicago Field Office
77 W. Jackson Blvd.
Chicago, Illinois 60604-3507

OFFICE OF COMMUNITY PLANNING & DEVELOPMENT

September 7, 2021

The Honorable Mboka Mwilambwe
Mayor of Bloomington
109 E. Olive Street
Bloomington, IL 61701

SUBJECT: FY21 Formula Grant Award Transmittal

Dear Mayor Mwilambwe:

The Chicago Field Office would like to thank you for your continued partnership in providing quality affordable housing, a suitable living environment, and expanding economic opportunities for low-and moderate-income persons through HUD programs. On Thursday, June 10, 2021, the Department published an interim final rule with a request for comments, titled: *Requesting Affirmatively Furthering Fair Housing Definitions and Certifications* (86 Fed Reg 30779). The effective date for the interim rule is July 31, 2021, and you are encouraged to review the interim rule in developing your programs. Enclosed is the Grant Agreement for the following program:

Community Development Block Grant Program (CDBG)	\$555,361
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Total FY 2021 Award	\$555,361
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Transmittal of these Grant Agreement/s does not constitute approval of the activities described in your Consolidated Plan. You are reminded that you, as grantee, are responsible for ensuring that all grant funds are used in accordance with all program requirements. An executed Grant Agreement is a legally binding agreement between the Department of Housing and Urban Development and the City of Bloomington, IL.

To establish a Line of Credit for Fiscal Year 2021 grant, it will be necessary for your agency to sign, execute and return one (1) copy of the Grant Agreement. If there is a need to add or remove individuals authorized to access the Integrated Disbursement Information System (IDIS), please submit an IDIS Online Access Request Form (HUD 27055). Also, please ensure the IDIS Online Access Request Form is notarized and returned to this office with your Grant Agreement. Additionally, if there is a need to establish or change the depository account where these funds are to be wired, a Direct Deposit Sign-Up form (SF-1199A) must be completed by your financial institution and returned to this office with a copy of a voided check.

If applicable, please note the special condition in your CDBG Funding Approval/Agreement.

You are reminded that certain activities are subject to the provisions of 24 CFR Part 58 (**Environmental Review Procedures**). Funds for such activities may not be obligated or expended until HUD has approved the release of funds in writing. A request for release of funds

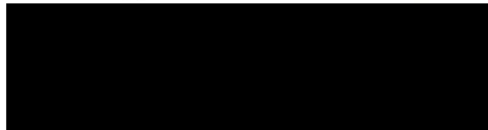
(RROF) must be accompanied by an environmental certification, and until the RROF is approved and notification is received, no HUD funds should be committed. If the project or activity is exempt per 24 CFR 58.34 or categorically excluded (except in extraordinary circumstances), no RROF is required.

Please execute two (2) copies of the CDBG Funding Approval/Agreement with electronic signature. In response to COVID-19, HUD authorizes you to electronically execute the grant agreement with your electronic signature. Return one (1) of each of the agreement to this office to the attention of Donald Kathan, Director, Community Planning and Development. Please ensure the Chief Elected Official and/or authorized designee electronically signs the CDBG grant agreement in the box directly across from the HUD CPD Director's signature. The CDBG Funding Approval/Agreement should **not** be electronically signed in box 12c. Maintain a copy of each of the agreement with your original signature on site in your program files.

For additional information and guidance on grant-based accounting, please refer to the HUD Exchange at: <https://www.hudexchange.info/manage-a-program/grant-based-accounting/>.

HUD congratulates the City of Bloomington on its grant award, and we look forward to assisting you in accomplishing your programs goals. If you have any questions or need further information of assistance, please contact Community Planning and Development Representative Eunice Cho at Eunice.cho@hud.gov.

Sincerely,



Donald Kathan
Director

Enclosures

ORDINANCE NO. 2021 - ____

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2022**

WHEREAS, on April 12, 2021 by Ordinance Number 2021-24, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Beginning May 1, 2021 and Ending April 30, 2022, City of Bloomington, which Ordinance was approved by Mayor Tari Renner on April 14th, 2021; and

WHEREAS, a Budget Amendment is needed amending the Fiscal Year 2022 Budget, in the amount of \$685,740, to increase the budget for the Community Development Block Grant Budget, as requested by the Economic and Community Development Department.

NOW, THEREFORE, BE IT ORDAINED BY THE City Council of the City of Bloomington, McLean County, Illinois, as follows:

Section One: Ordinance Number 2021-24 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2022) is further hereby amended by inserting the following line items and amount presented in the Exhibit and in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2021-24 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2021-24.

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

PASSED this 27th day of September 2021.

APPROVED this ____ day of September 2021.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

FY 2022 Budget Amendment-Exhibit

Organization	Object	Project	Fund	Account Description	Amount	Comments
22402410	53110	51000	Community Development	CD Federal Grants Rehab	(143,600.00)	
22402410	53110	52000	Community Development	CD Federal Grants Cap Imp	(60,000.00)	
22402410	53110	53000	Community Development	CD Federal Grants Community Sv	(102,704.00)	
22402410	53110	73000	Community Development	CD Federal Grants CARES - LMI	(296,450.00)	
22402410	53110	73200	Community Development	CD Federal Grants CARES - BUS	(10,000.00)	
22402410	53110	73300	Community Development	CD COMM SVS CARES Fed Grants	(7,619.00)	
22402410	53110	73400	Community Development	CD ADMIN CARES Federal Grants	(65,367.00)	
22402410	70220	73400	Community Development	CD ADMIN CARES Ot Prof & Tech	65,367.00	
22402430	70530	51000	Community Development	CD REHAB Rep/Mt Off & Comp Eq	600.00	
22402430	70632	51000	Community Development	CD REHAB Professional Develop	3,000.00	
22402430	70690	51000	Community Development	CD REHAB Other Purchased Svcs	40,000.00	
22402430	79020	51000	Community Development	CD REHAB Loans	100,000.00	
22402440	70651	52000	Community Development	CD REHAB Grants	60,000.00	
22402450	79130	53000	Community Development	CD COMM SVS Grants-Pub Svc	102,704.00	
22402450	79130	73000	Community Development	CD COMM SVC CARES-LMI	296,450.00	
22402450	79130	73200	Community Development	CD COMM SVC CARES-BUS	10,000.00	
22402450	79130	73300	Community Development	CD COMM SVS CARE Grnt Prog Exp	7,619.00	
Net Transaction:					-	



CONSENT AGENDA ITEM NO. 7.K

FOR COUNCIL: September 27, 2021

SPONSOR: City Council

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on an Ordinance Approving the Fourth Amendment to the Contract Between the City of Bloomington and Tim Gleason, as requested by the City Council.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: On June 25, 2018, the Council approved the initial employment agreement with Tim Gleason, City Manager. The performance review for the City Manager's third year of service exceeded expectations, the highest ranking, and as a result an ordinance is presented to provide the City Manager with a 2.5% raise, retroactive to July 23, 2021. In addition, the proposed ordinance amends the employment agreement to provide for the payment of a monthly contribution to the City Manager's existing ICMA 457 account in lieu of a monthly car allowance.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

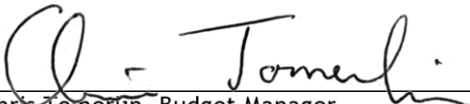
FINANCIAL IMPACT: The financial terms are set forth in the attached ordinance. The City Manager's salary is budgeted and paid out of the Administration-Salaries Full-Time account (10011110-61100). Stakeholders can locate this in the FY 2022 Budget Book titled "Budget Overview & General Fund" on page 138.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Jeffrey Jurgens, Corporation Counsel

Reviewed by:


Chris Tomertlin, Budget Manager

9/23/2021


Jeffrey R. Jurgens, Corporation Counsel

9/23/2021


Tara Henry, Legislative Assistant & Records Manager

9/24/2021

Attachments:

- CC 1B 2021 Ordinance Amending City Manager Contract

ORDINANCE NO. 2021 - ____

**AN ORDINANCE APPROVING THE FOURTH AMENDMENT TO THE CONTRACT
BETWEEN THE CITY OF BLOOMINGTON AND TIM GLEASON**

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

WHEREAS, on June 25, 2018, the Council approved the initial employment agreement with Tim Gleason, City Manager; and

WHEREAS, the City Council subsequently approved three amendments to the Contract regarding various provisions, including the City Manager’s salary and benefits; and

WHEREAS, the performance of the City Manager in 2020-2021 is deemed to exceed expectations, the highest performance ranking, and as a result thereof the City Council desires to provide an increase of 2.5% in the City Manager’s base salary effective July 23, 2021, and to amend the contract to modify the monthly car allowance into a contribution to the City Manager’s ICMA retirement account; and

WHEREAS, the City Council desires to approve a Fourth Amendment to the employment agreement to reflect the new salary and term extension.

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

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

SECTION 2. The City Council hereby approves the Fourth Amendment to the Contract Between the City of Bloomington and Tim Gleason as set forth on Exhibit A. The City Mayor and City Clerk are hereby authorized to execute said Second Amendment.

SECTION 3. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 4. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

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

SECTION 6. This ordinance shall be effective immediately after the date of its publication as required by law.

SECTION 7. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 27th day of September 2021.

APPROVED this ____ day of September 2021.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

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

This Fourth Amendment to the Contract between the City of Bloomington and Timothy A. Gleason is made on this ____ day of September, 2021, as set forth herein, between the CITY OF BLOOMINGTON, a municipal corporation in the County of McLean and State of Illinois (“City”), and TIM GLEASON (“Gleason”).

RECITALS

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

B. The City previously approved the First Amendment, Second Amendment, and Third Amendment to the contract setting new salaries for the City Manager based on performance reviews and making other various changes.

C. The parties desire to further amend the contract to adjust the salary based on the contract’s performance criteria and modify the change the payment of a car allowance to a contribution to the Manager’s ICMA 457 account.

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

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

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

A. City agrees to pay Manager for services rendered pursuant hereto an annual base salary of ~~One Hundred Ninety-Seven Thousand and Two Hundred and Nineteen Dollars (\$197,219.00) effective July 23, 2020, One Two-Hundred and Two Thousand and One-Hundred and Forty-Nine Dollars (\$202,149.00) effective July 23, 2021, One Hundred Ninety-One Thousand and Four Hundred and Seventy-Five Dollars (\$191,475.00) effective July 23, 2019,~~ payable in installments at the same time as other Employees of the City are paid.

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

E. ~~Allowance for use of personal automobile for City business. The Manager shall receive the amount of Five Hundred Fifty Dollars (\$550.00) per month (equal to \$6,000.00 per year) to reimburse him for the use of his personal automobile with fifty (50) miles of the City while on City business. The monthly allowance may be raised annually during, and in the same process, as the Manager's salary increase review. The City also agrees to reimburse the Manager for mileage for out-of-town travel associated with City business, at a rate commensurate with the rates provided to other employees of the City.~~

4. A new Section 11(G) shall be added as follows:

G. Beginning with the first pay period of every month, starting with the payroll in October 2021, the City shall pay Five Hundred Fifty Dollars (\$550.00) per month into the Manager's existing ICMA-RC 457 retirement account.

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

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

CITY OF BLOOMINGTON

TIM GLEASON

By: _____
Its City Mayor

By: _____
Tim Gleason

ATTEST:

By: _____
Its City Clerk



CONSENT AGENDA ITEM NO. 7.L

FOR COUNCIL: September 27, 2021

SPONSOR: City Clerk Department

WARD IMPACTED: Ward 4

SUBJECT: Consideration and action on a Liquor License Application of Adidev Hospitality Management, LLC, d/b/a Chateau Hotel and Conference Center, located at 1621 Jumer Drive, for a Class EAS (Entertainment, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed License be approved.

STRATEGIC PLAN LINK:

-Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Adidev Hospitality Management, LLC, Applicant, has purchased the Chateau Hotel and Conference Center, located at 1621 Jumer Drive, from Hostmark Hospitality Group, Inc. The Applicant has requested a Class EAS (Entertainment, All Types of Alcohol, and Sunday Sales) liquor license. This classification allows establishments whose primary function is entertainment or recreational sports with at least 60% of gross sales attributed to admission to events to sell all types of alcohol by the glass for consumption on premises seven days a week. In order for an establishment to continue to qualify for an Entertainment classification, alcohol gross sales cannot exceed more than 40% of the licensee's total gross sales. The Applicant has requested that the license be approved for use in the hotel and conference center.

The Applicant appeared before the Liquor Commission on September 14, 2021, where they unanimously agreed to send the item to Council with a positive recommendation (draft minutes attached).

All license creations, amendments, or transfers are contingent upon compliance with all building, health, and safety codes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, on September 4, 2021, a public notice was published in *The Pantagraph*. 12 notices were mailed to properties adjacent to the applicant property.

FINANCIAL IMPACT: The current annual license fee for a Class EAS liquor license is \$2,950, which will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2022 Budget Book titled "Budget Overview & General Fund" on page 132. It is also the establishment's responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

COMMUNITY DEVELOPMENT IMPACT: ED-4 Enhance the image of Bloomington as a business-friendly community; ED-4.2 Prioritize infill and redevelopment to spur growth and reinvestment in the City; ED-4.5 Identify and reduce barriers for local growth and economic development

Respectfully submitted for Council consideration.

Prepared by: Amanda Stutsman, Deputy Clerk

Reviewed by:



Leslie Yocum, City Clerk

9/20/2021



Chris Tomertin, Budget Manager

9/20/2021



Melissa Holt, Economic and Community Development Director

9/21/2021

Chad Wamsley

Chad Wamsley, Interim Police Chief

9/23/2021

George Boyle

George Boyle, Assistant Corporation Counsel

9/24/2021



Tara Henry, Legislative Assistant

9/24/2021

Attachments:

- CLK 5B Adidev Hospitality Management (Class EAS) Application_Redacted
- CLK 5C Chateau_Assignment of Lease Agreement_Executed_2021_Redacted
- CLK 5D Draft 09-10-21 Liquor Commission Minutes_The Chateau (Class EAS)

September 19, 2021

City Clerk Requirement Verification Memo

To: Liquor Commission Review

Re: Legal Name: Adidev Hospitality Management, LLC

D/B/A Name: Chateau Hotel and Conference Center

Dear Reviewer,

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

- Articles of Organization
- Certificate of Good Standing with the State of Illinois
- Financial Documentation: Letter confirming balance amount from J.P. Morgan Chase
- Certificate of Liability Insurance (DRAM Shop) – 08/10/2021 to 08/10/2022
- Bloomington/Normal Food and Beverage Tax Registration Form

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

Respectfully,

Amanda Mohan
Deputy City Clerk



Liquor License Application

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

Legal Entity Name (Corporate/LLC Name)	ADIDEV HOSPITALITY MANAGEMENT LLC
Doing Business As (DBA) OR Establishment Name <i>(Assumed names must be registered with the State of Illinois)</i>	Chateau Hotel and Conference Center Bloomington ADIDEVHM
Legal Entity Address <i>(including City, State, and Zip)</i>	1621 Jumer Drive, Bloomington, IL 61704
Legal Entity Phone Number	3096622020
Legal Entity Email Address	jcruthis@bloomingtonchateau.com
Establishment Address including Zip	1621 Jumer Drive, Bloomington, IL 61704
Establishment Phone Number	3096622020 jeremycruthis@adidevhm.com
Establishment Email Address	jcruthis@bloomingtonchateau.com
*Email Address for ALL City Communications:	jcruthis@bloomingtonchateau.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
Jeremy Cruthis	Bloomington	IL	61704
Phone Number	Email Address		
	jcruthis@bloomingtonchateau.com		

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

Name (First & Last)	City	State	Zip
Nalin Gupta	Bloomington	IL	61704
Phone Number	Email Address		

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

Name (First & Last)	City	State	Zip
Jeremy Cruthis	Bloomington	IL	61704
Phone Number	Email Address		
	jcruthis@bloomingtonchateau.com		

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

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

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

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

Status of Business Information:

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

☐ **Sole Proprietorship**
☒ **Limited Liability Company (LLC)**
A copy of the Articles of Organization must be attached.

☐ **Partnership** (Date of Formation: _____)
☐ **Corporation** (Inc. or Corp.)
A copy of the Articles of Incorporation must be attached.
- Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.
- ☐ Yes **If Applicant is a Corporation or LLC:** Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? *If yes, please identify the individual(s) and explain:* _____
☒ No
☐ N/A

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

- I verify that all owners, partners, officers, members, and majority stockholders:

☒ Yes ☐ No Are 21 years of age or older.
☒ Yes ☐ No Are citizens of the United States.
☒ Yes ☐ No Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).
☒ Yes ☐ No Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.
☒ Yes ☐ No Have never been convicted of pandering or any other crime opposed to decency and morality.
- Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)

2A ☒ Yes ☐ No Are any of the persons listed under ownership a resident of McLean County?
 2B ☒ Yes ☐ No Is the General Manager a resident of McLean County?
- ☐ Yes ☒ No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?
- ☐ Yes ☒ No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?



5. ☒ Yes ☐ No Is the premises for which the license is sought owned?
5A ☐ Yes ☒ No If not, does a valid lease to the premises for which the license is sought exist?
If so, a copy of the lease is required.
☐ Yes ☒ No Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code in connection with the proposed sale of alcoholic beverages? *If yes, please explain:* _____

Nature of License:

- What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) Hotel and Conference Center
- What class of liquor license is being sought? (See descriptions beginning on page 1.) FAS
- ☒ Yes ☐ No Will the establishment offer Sunday Sales?
- ☐ Yes ☒ No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? (Package License Holders Only)
See City Code Ch. 6 Sec. 32 for more details. <https://ecode360.com/34837503>
- ☐ Yes ☒ No Will the establishment offer an Outdoor Dining Area?
- State the reason the applicant desires a liquor license for the establishment: _____
To cater to events held in our hotel & conference center
- If approved, how would the liquor license benefit the City and its residents? _____
It would provide tax revenue and additional venue for conferences
- ☒ Yes ☐ No Will the establishment offer live entertainment in the establishment? *If yes, please explain:*
Live bands, DJ Service and other entertainments
- ☒ Yes ☐ No Will the proposed or current establishment sell food?
- ☒ Yes ☐ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol?
If yes, what sources will such revenue be derived? _____
Hotel rooms, catered food, and event space
- If approved, what license renewal billing cycle would be preferred? ☒ Annual ☐ Semi-Annual

Impact of Establishment:

- What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	8 AM	2 AM
Tuesday:	8 AM	2 AM
Wednesday:	8 AM	2 AM
Thursday:	8 AM	2 AM
Friday:	8 AM	2 AM
Saturday:	8 AM	2 AM
Sunday:	8 AM	2 AM

- Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.)
80/20 COMMERCIAL/RESIDENTIAL
 - If there are office or commercial buildings nearby, approximately what are their hours of operation?
VARIES AS IT A DENSE COMMERCIAL AREA, 5:00 AM TILL 2:00 AM
 - Is the area predominately residential, are they single or multi-family homes?
IT IS PREDOMINATELY COMMERCIAL
- Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.)
VETERANS PKWY AND JUMER DRIVE
- How much additional traffic is expected to be generated with a liquor license? _____
SAME AMOUNT OF TRAFFIC, NO ADDITIONAL CONGESTION
- Describe any and all on- and off-street parking: _____
465 PARKING SPACE ATTACHED PARKING LOT
- 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: _____
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:

There is a current liquor license in place for the property that is currently being managed by the Primary Contact, who has been managing the facility for past 15 years

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.

Jeremy Cruthis

General Manager

Name (Please Print)

Title

July-21-2021

Signature

Date

August 11, 2021

Nicolas P. Nelson
Jacob & Klein, Ltd.
1701 Clearwater Avenue, Suite C
Bloomington, IL 61704
nnelson@jacobkleinlaw.com

RE: Adidev Developers Real Estate, LLC, Chateau Hotel and Conference Center

Extension of Liquor License During Real Estate Transfer and License Application

I, Mboka Mwilambwe, Liquor Commissioner of the City of Bloomington, Illinois, have received a request pursuant to Chapter 6, Section 6-102E of the Bloomington City Code, from Adidev Developers Real Estate, LLC, (Adidev) for extension of the current liquor license at the Chateau Hotel and Conference Center, located at 1621 Jumer Drive, Bloomington IL (the premises). In addition to said request, I have also received from Adidev, an application for a liquor license, evidence of dram shop insurance and a statement from the license holder, Hostmark Hospitality Group, Inc., consenting to extension of the license.

I find that the applicant, Adidev, has provided sufficient reasons and documentation to make extension of the license at the premises appropriate and in the best interest of the City of Bloomington. I therefore extend said license for forty-five days from the date of this document, or until the City Council meeting at which the application of Adidev will be considered, whichever occurs first.

Signed: 
Mboka Mwilambwe, Mayor



Nalin Gupta <[REDACTED]>

Bloomington Chateau - Liquor License Transfer

1 message

Gabriel Rezende [REDACTED]

Tue, Aug 10, 2021 at 2:55 PM

To: Nalin Gupta [REDACTED]

Hey Nalin,

As the owner representative for the Bloomington Chateau Hotel located on [1601 Jumer Dr](#) and on behalf of SDO Fund II D37, LLC, we're supportive of allowing the transfer of our liquor license to Nalin Gupta and/or affiliates. We are also supportive of allowing our current property managers, Hostmark Hospitality, effectuate this transfer to Nalin Gupta and/or affiliates. Please let me know if you have any questions.

Thank you,

Gabe Rezende



Secured Debt Investments, LLC

[REDACTED]

[Coral Gables, FL 33134](#)

[Office:](#) [REDACTED]

[Fax: \(305\) 722-5977](#)

[REDACTED]

THE CHATEAU

BLOOMINGTON

HOTEL AND CONFERENCE CENTER

Date: August 5, 2021

Dear Vendor:

Please be advised that The Chateau Hotel & Conference Center will change ownership as of August 12, 2021.

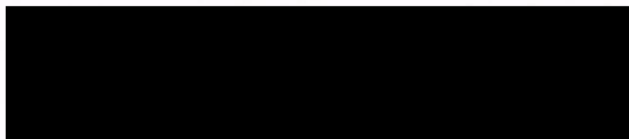
The hotel will continue operations under new ownership, but we, the current owners, will only be responsible for purchases / deliveries made prior to August 12, 2021.

The current Management Company for this hotel will still maintain operations and management of numerous hotels throughout the United States, and after August 11, 2021, all open invoices dated before August 12, 2021 will be processed from their office in Chicago. Please address all invoices and correspondence to:

Hostmark Hospitality Group
1300 E. Woodfield Rd.
Suite 400
Schaumburg, IL 60173
c/o Regional Controller: Sharon Mitchell

Thank you for your past services. If there are any questions, or if you require additional information, please contact the Regional Controller at HHG at the address listed above.

Very truly yours,



Jeremy Cruthis
General Manager

Amanda Stutsman

From: Nic Nelson [REDACTED]
Sent: Tuesday, August 10, 2021 5:03 PM
To: George Boyle
Cc: Amanda Stutsman; Jeff Jurgens; 'Nalin Gupta'
Subject: Chateau Hotel and Conference Center Liquor License
Attachments: Liquor License - Insurance.pdf; Liquor License - SDO Authorization.pdf; Liquor License - Bank Reference Letter.pdf

George and Amanda,

Thank you for speaking with me earlier regarding the application of Adidev Developers Real Estate, LLC for a liquor license regarding the Chateau Hotel and Conference Center and the extension of the current liquor license until such application is approved by the City.

Please let this serve as a formal request by my client, Adidev Developers Real Estate, LLC, for an extension of the current liquor license pursuant to Chapter 6, Section 6-102E of the City Code, so that Adidev may continue uninterrupted business operation of the Chateau Hotel and Conference Center. The City has already received my clients application for the license.

Attached to this email is the documentation the City has requested in addition to the application, including:

- Documentation of dram insurance coverage
- Authorization from the current operator of the hotel to the extension of its liquor license until such time as the application of Adidev is approved
- A letter from the bank of my client attesting to his financial capability to maintain business operations of the hotel and conference center.

Additionally, I would like to note that my client intends to retain most of the employees that currently manage and operate the hotel. Furthermore, my client has confirmed that any current and future employees that will serve liquor will receive the appropriate Basset training and certification.

Lastly, we would ask that include my client's application for a liquor license on the agenda for the next liquor commission to be held on September 14, 2021.

Please let me know if there are any questions or if you need anything further.

Thanks
Nic

Nicolas P. Nelson
Associate Attorney
Jacob & Klein, Ltd.

[REDACTED]
Bloomington, IL 61704
Phone [REDACTED]
Fax: ([REDACTED])

Adidev Developers LLC is 100% owner of Adidev Hospitality Management LLC

Adidev Developers LLC is owned by following

Nalin Gupta : 50% Owner

Neha Aggarwal : 50% Owner

Verify that all of your Illinois Business Authorization information is correct.

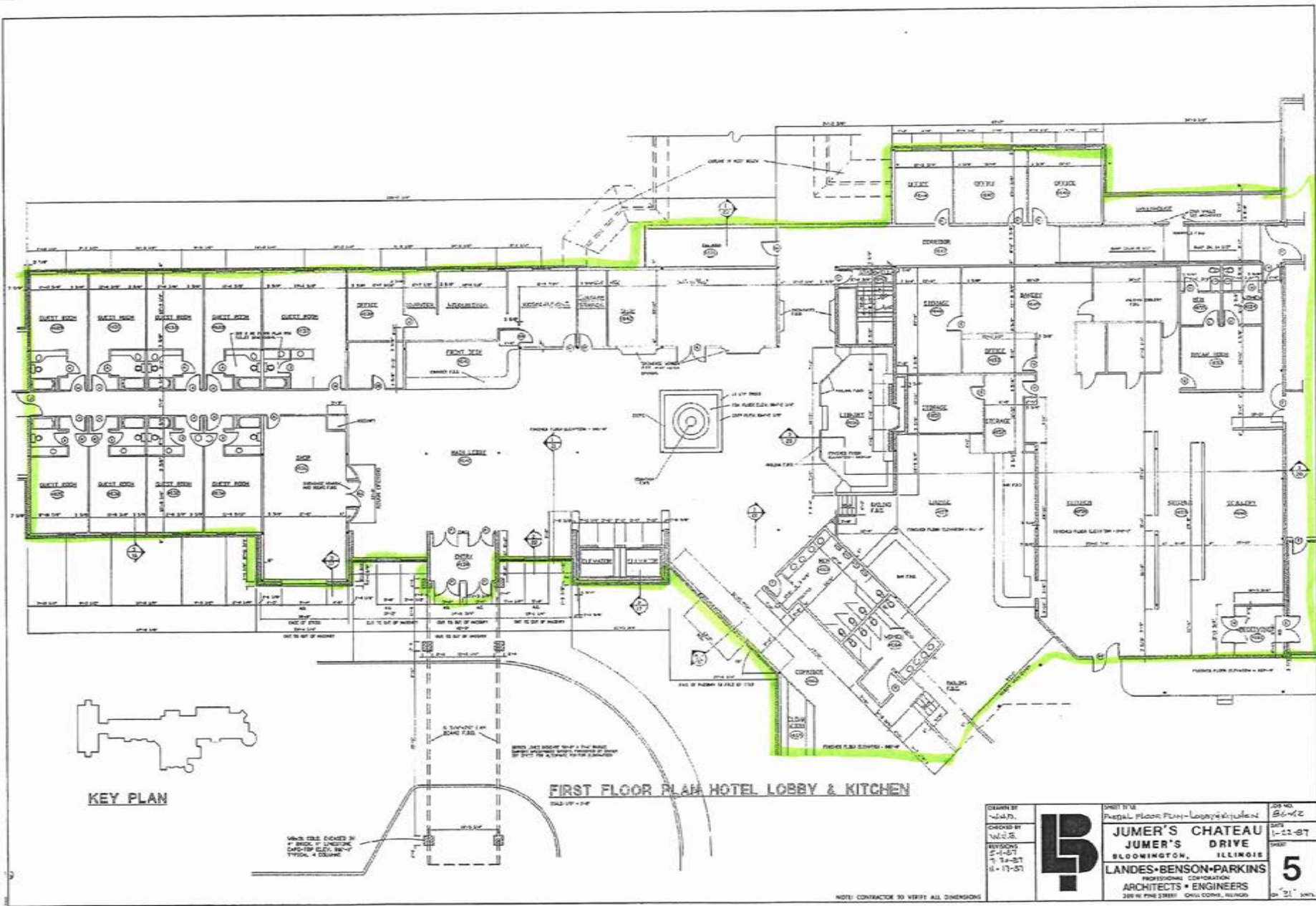
Verify that the information below correctly represents your business location. In particular, be sure to verify that the information correctly represents whether you are within or outside of a municipality. If you have registered for Sales and Use Tax and the retail sales location listed is incorrect, contact our Local Tax Allocation Division at 217 785-6518.

**Bloomington
McLean County**

For all other corrections, contact our Central Registration Division at 217 785-3707.

If all of the information is correct, cut along the dotted line (fits a standard 5" x 7" frame). Your authorization must be visibly displayed at the address listed. ***Do not discard the attached Illinois Business Authorization unless the information displayed is incorrect or until it expires.*** Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

OFFICIAL DOCUMENT	State of Illinois - Department of Revenue	OFFICIAL DOCUMENT
Illinois Business Authorization		
ADIDEV HOSPITALITY MANAGEMENT LLC		
DBA: CHATEAU HOTEL AND CONFERENCE CENTER BLOOMINGTON		
1621 JUMER DR BLOOMINGTON IL 61704-0901		Loc. Code: 057-0001-9-001
		Bloomington McLean County
Expiration Date: 8/12/2022	Certificate of Registration Sales and use taxes and fees	(4415-3112)
		 ILLINOIS REVENUE <i>[Signature]</i> Director
OFFICIAL DOCUMENT		Issued Date: 08/12/2021

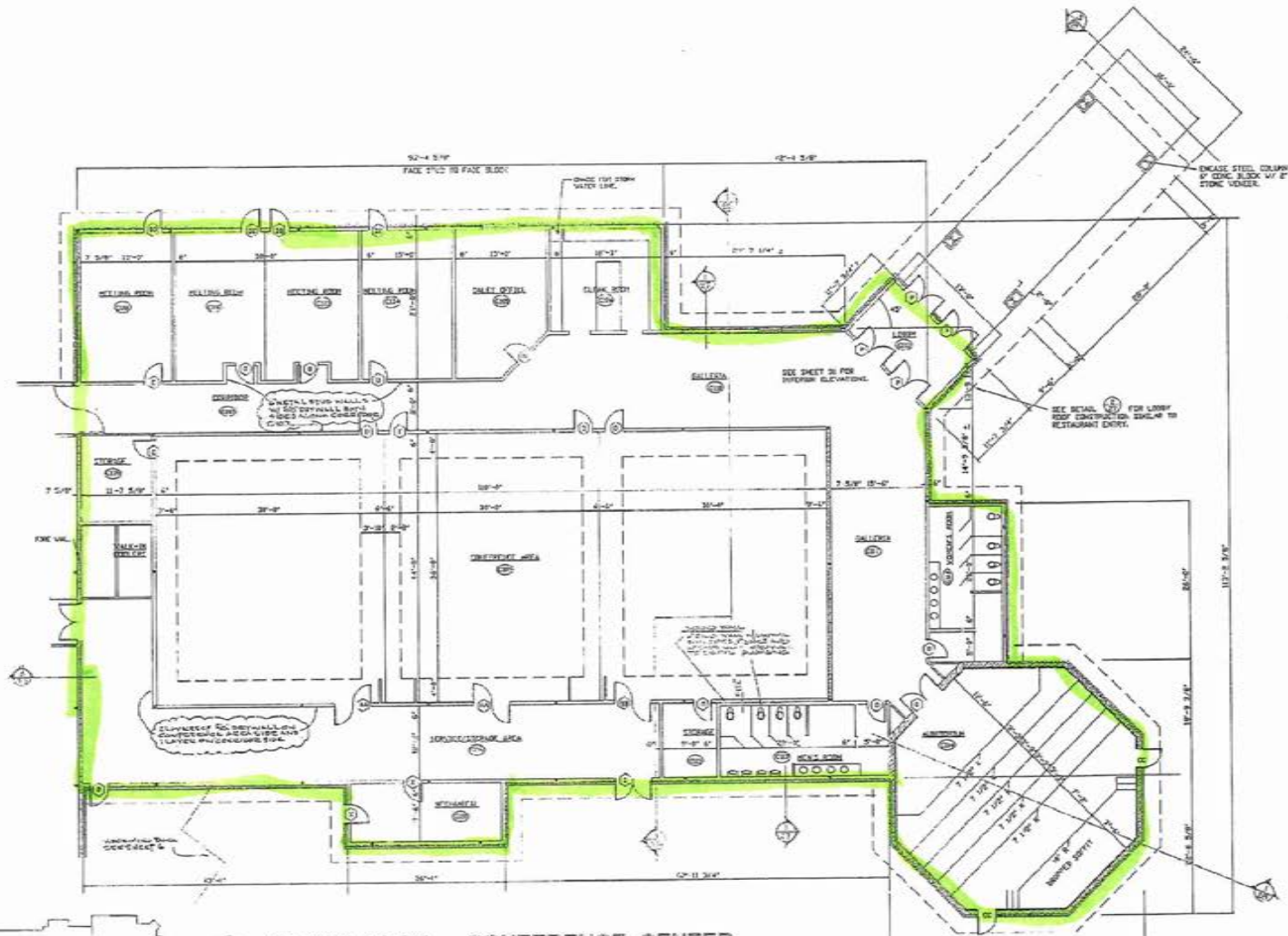


DRAWN BY
 CHECKED BY
 REVISIONS
 1-1-87
 2-1-87
 3-1-87



PROJECT
 FIRST FLOOR PLAN - Lobby & Kitchen
JUMER'S CHATEAU
JUMER'S DRIVE
 BLOOMINGTON, ILLINOIS
 LANDE-BENSON-PARKINS
 PROFESSIONAL CORPORATION
 ARCHITECTS • ENGINEERS
 200 N. PINE STREET • CHICAGO, ILLINOIS

JOB NO.
 86-002
 DATE
 1-22-87
 SHEET
5
 OF 21



KEY PLAN



FLOOR PLAN - CONFERENCE CENTER

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

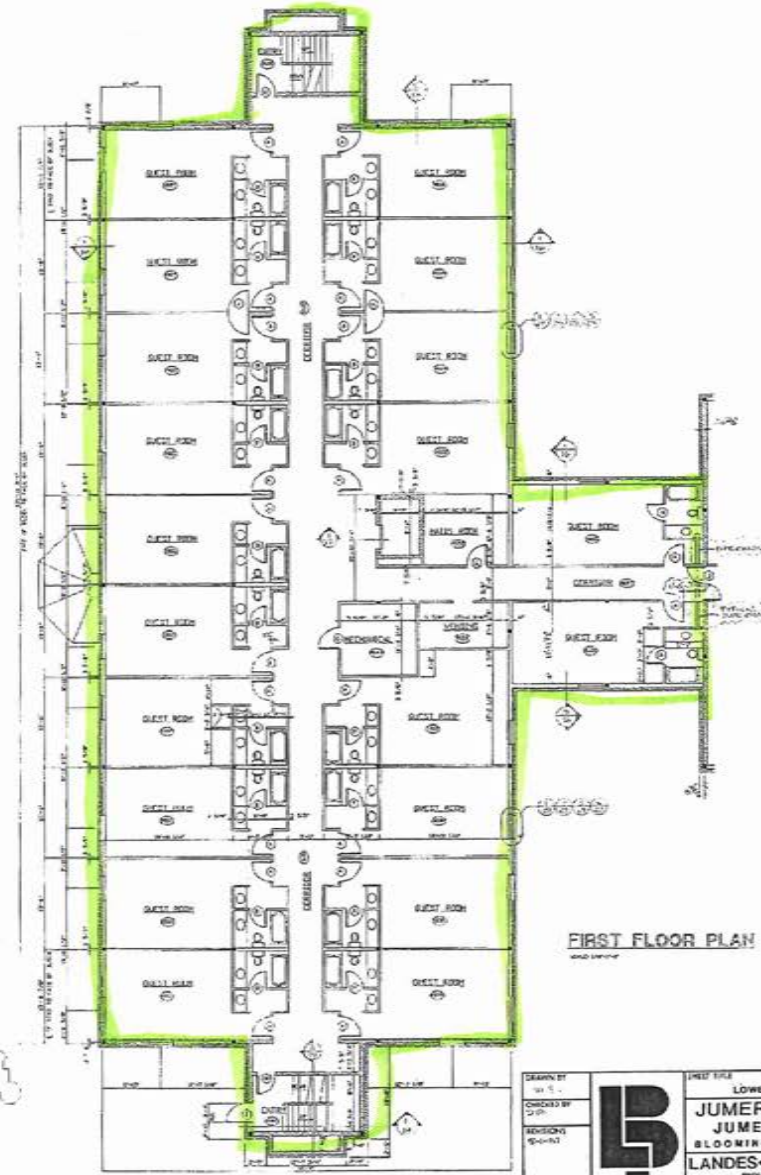
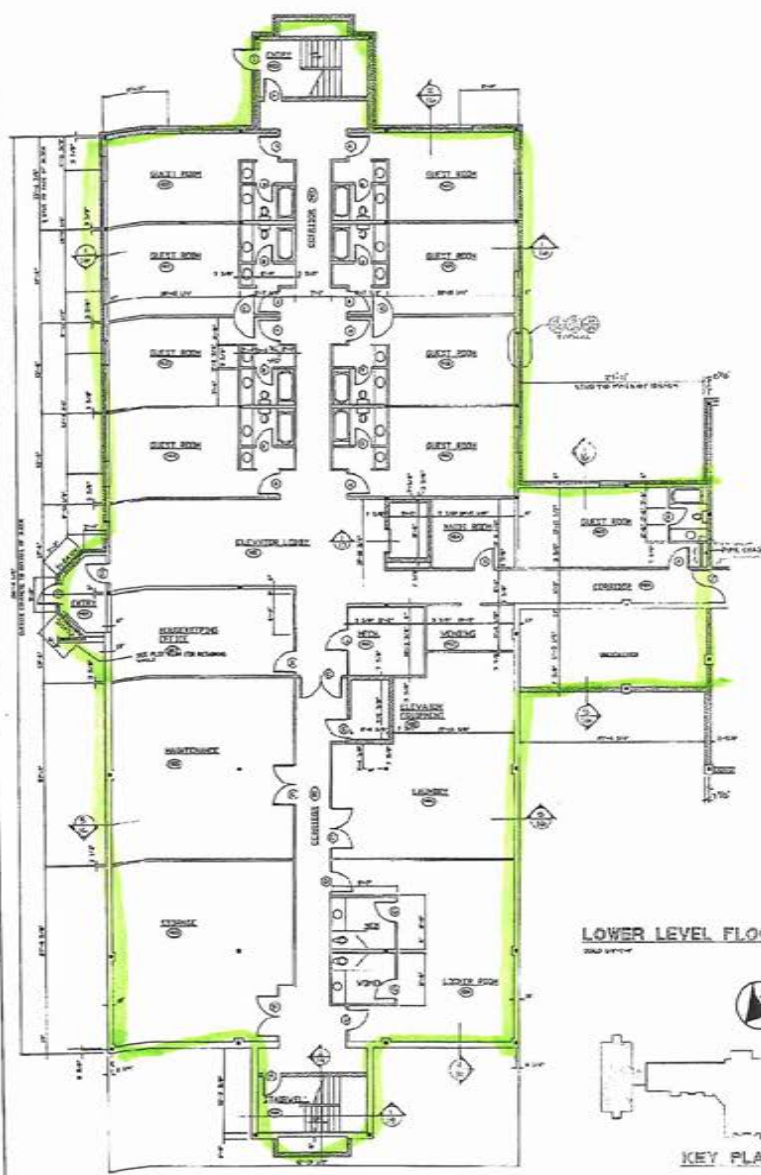
NOTE: CONTRACTOR TO VERIFY ALL DIMENSIONS

SEE SHEET 24 FOR INTERIOR ELEVATIONS
ENCASE STEEL COLUMN BY CONCRETE BLOCK WITH STONE VENEER
SEE SHEET 24 FOR LOBBY RECEPTION DESK TO RESTAURANT ENTRY



SHEET TITLE
FLOOR PLAN CONFERENCE CENTER
JUMER'S CHATEAU
JUMER'S DRIVE
BLOOMINGTON, ILLINOIS
LANDE-BENSON-PARKINS
ARCHITECTS • ENGINEERS
300 W. PINE STREET CHICAGO, ILLINOIS

JOB NO.
88-42
DATE
1-22-87
SHEET
9
OF 31 SHEETS



NOTE: CONTRACTOR TO VERIFY ALL DIMENSIONS

DRAWN BY CHECKED BY REVISIONS 1-1-87		PARTIAL PLANS - LOWER LEVEL & 1st FLOOR		JOB NO. 90-42
		JUMER'S CHATEAU JUMER'S DRIVE BLOOMINGTON, ILLINOIS		DATE 1-22-87
		LANDES-BENSON-PARKINS PROFESSIONAL CORPORATION ARCHITECTS • ENGINEERS 300 W. PINE STREET CHICAGO, ILLINOIS		SHEET 1
		OF 51 SHEETS		

**ASSIGNMENT
OF
LEASE AGREEMENT**

THIS ASSIGNMENT OF LEASE AGREEMENT ("Agreement") is made and entered into this 20 day of August, 2021, by and between SDO Fund II D37, LLC, a Florida Limited Liability Company ("Assignor") and Adidev Developers, LLC, an Illinois Limited Liability Company ("Assignee").

WITNESSETH:

WHEREAS, on November 12, 1986, the City of Bloomington, Illinois (the "City") and Jumer's of Bloomington, Inc. entered into a certain Lease Agreement (the "Lease Agreement") regarding property located at 1601 Jumer Drive, Bloomington, Illinois, commonly known as the Conference Center (Permanent Index Number 14-26-401-008) (hereinafter referred to as the Leased Premises), whereby Jumer's of Bloomington, Inc. was entitled to lease the Leased Premises for the amount of One Dollar (\$1) per year through the year ending December 31, 2027.

WHEREAS, pursuant to the Lease Agreement, the Lessee has an option to purchase the Leased Premises for a price of Three Hundred Fifty Thousand Dollars (\$350,000.00), which option must be exercised any time during the two-year period between January 1, 2026 and December 31, 2027.

WHEREAS, the Lease Agreement was amended by an Estoppel Certificate, Consent and Amendment Agreement (hereinafter referred to as "Amended Lease Agreement") executed by and between the City, Bloomington Chateau Partners, LLC, successor in interest to Jumer's of Bloomington, Inc., and Barclays Capital Real Estate, Inc. (hereinafter referred to as "Lender"), lender of a loan provided to Bloomington Chateau Partners, LLC.

WHEREAS, the Lender took a security interest in the Leased Premises as a condition of the loan provided by Lender to Bloomington Chateau Partners, LLC.

WHEREAS, the Amended Lease Agreement provides that the purchaser of the Tenant's leasehold estate in the Leased Premises pursuant to any proceedings of foreclosure of the Security Instrument held by Lender shall be a Permitted Transferee (as that term is defined in the Amended Lease Agreement), and such Permitted Transferee shall not be required to obtain the City's consent to the assignment of the Lease Agreement from the Lender to said Permitted Transferee.

WHEREAS, the Lender or its successor in interest commenced a foreclosure action with respect to its security interest in the Leased Premises and the Lease Agreement was then subsequently sold and assigned as a result of said foreclosure to Assignor. As such, Assignor is a Permitted Transferee and may assign the Lease, and the leasehold estate created thereby, to the Assignee. Such an assignment shall not require the consent of the City pursuant to the terms set forth in the Amended Lease Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns to Assignee all of its right, title and interest under and pursuant to the Lease Agreement as amended by the Amended Lease Agreement, including the right to continue leasing the Leased premises from the City for the amount of \$1 per year through the year ending December 31, 2027, and the right to purchase said Leased Premises for the sum of \$350,000.00 between January 1, 2026 and December 31, 2027.
2. Assignor hereby represents and warrants that there has been no prior assignment of the Lease Agreement, that the Lease Agreement is a valid and enforceable agreement, and that neither the City nor Assignor is in default thereunder, and that, through the date of this Assignment, all covenants, conditions and agreements have been performed as required therein.
3. Assignor warrants that it will indemnify, defend, and hold Assignee harmless against all claims, demands, causes of action, or judgments, including reasonable expenses in connection with any such matters relating to any disputes arising between Assignor and the City prior to the effective date of this instrument. In the event any claims are made, any party receiving notice of any claim will give the other party prompt written notice of the claims. Assignor will defend or settle the claim to the extent of its interests under this Assignment and will assume responsibility for all costs and legal fees in connection with the defense or settlement.
4. Assignee warrants that it will indemnify, defend, and hold Assignor harmless against all claims, demands, causes of action, or judgments, including reasonable expenses in connection with any such matters relating to any disputes arising between Assignor and the City subsequent to the effective date of this instrument. In the event any claims are made, any party receiving notice of any claim will give the other party prompt written notice of the claims. Assignee will defend or settle the claim to the extent of its interests under this Assignment and will assume responsibility for all costs and legal fees in connection with the defense or settlement.
5. The Assignee shall assume each and every obligation set forth in the Lease Agreement as amended by the Amended Lease Agreement.
6. This Assignment shall constitute a perfected, absolute and present assignment.
7. As a signatory hereto, the City hereby consents and agrees to the terms and conditions of this Assignment. The City further represents and warrants to Assignee that the Lease Agreement as amended by the Amended Lease Agreement is a valid agreement enforceable in accordance with its terms and that neither the City nor the Assignor is in default thereunder, and that all covenants, conditions and agreements have been performed as required therein. The City hereby releases Assignor from any obligations to perform under the Lease Agreement arising from and after the effective date of this instrument.

8. The City agrees that all of its obligations under the Lease Agreement shall remain in full force and effect upon assignment from Assignors to Assignee through the term of the Lease Agreement as amended by the Amended Lease Agreement.

9. No provision of this Assignment shall be deemed or construed to alter, amend or modify, in any way, the rights and obligations set forth in the Lease Agreement as amended by the Amended Lease Agreement.

10. Any notice, request, demand or other communication hereunder shall be deemed duly given if delivered with postage prepaid, certified or registered, addressed to the parties as set forth below:

Assignor:

SDO Fund II D37, LLC
c/o Gabe Rezende
2600 Douglas Rd, #901
Coral Gables, FL 33134

With copy to:

Mary A. Corrigan
Howard & Howard Attorneys PLLC
211 Fulton Street, Suite 600
Peoria, IL 61601

Assignee:

Adidev Developers, LLC
c/o Nalin Gupta
1408 E. Empire Street
Bloomington, IL 61701

With copy to:

Jacob & Klein, Ltd.
c/o Attorney Nicolas Nelson
1701 Clearwater Ave
Bloomington, IL 61704

11. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

12. This Assignment is contingent, in its entirety, on the Assignor selling property commonly known as the Chateau Hotel and Conference Center, 1601 Veterans Parkway, Bloomington, Illinois (PIN # 14-26-401-007) to Assignee and shall be effective upon the closing thereof.

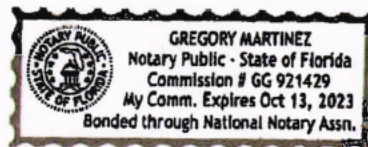
IN WITNESS WHEREOF, the parties hereto have made and entered into this Assignment the day and year first above written.

SDO Fund II D37, LLC, a Florida
Limited Liability Company

BY: _____, Assignor

STATE OF ^{Florida} ILLINOIS)
) SS.
COUNTY OF Miami Dade)

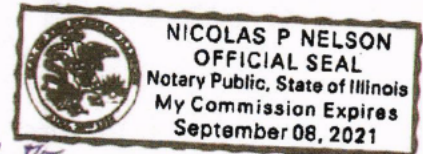
The foregoing instrument was acknowledged before me this 14 day of July, 2021, by Orlando Garcia.



[Signature]
Notary Public

BY: _____, Assignee

STATE OF ILLINOIS)
) SS.
COUNTY OF MCLEAN)



The foregoing instrument was acknowledged before me this 6th day of August, 2021, by Nicola Gupta.

[Signature]
Notary Public

ACKNOWLEDGEMENT OF ASSIGNMENT AND CONSENT THERETO

The City of Bloomington hereby acknowledges the terms set forth herein and consents to the Assignment of the Lease Agreement to Adidev Developers, LLC.

CITY OF BLOOMINGTON, ILLINOIS, a
Municipal Corporation

BY: *Theresa Thibault*
Mayor

ATTEST:

Lynette H. Gorman
City Clerk

4821-6763-3390, v. 1



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

AYES: Mwilambwe, Meister

Motion carried.

The following item was presented:

Item 5.E. Public Hearing and action on a Liquor License Change of Ownership Application from Hostmark Hospitality Group Inc., d/b/a Bloomington Chateau Hotel & Corporate Center Bloomington, located at 1621 Jumer Drive, holding a Class EAS (Entertainment, All Types of Alcohol, and Sunday Sales) Liquor License, to Adidev Hospitality Management, LLC, d/b/a Chateau Hotel and Conference Center, for the same license type, as requested by the City Clerk Department.

Commissioner Mwilambwe opened the public hearing at 9:34 p.m.

Jeremy Cruthis, General Manager of The Chateau Hotel and Conference Center, after being sworn in, addressed Commission. He briefly explained the long-standing Chateau Hotel and that they sought a change of ownership from Hostmark to Adidev.

Commissioner Meister asked the hours of operation. Mr. Cruthis stated that while they sought for the license to permit the hotel and conference center to be opened until 2:00 a.m. and that all employees were BASSET certified.

Commissioner Mwilambwe confirmed that staff would remain the same. Mr. Cruthis responded affirmatively.

There were not concerns from staff advisors.

Commissioner Mwilambwe asked if there was anyone who would like to speak. No individuals spoke.

Mr. Cruthis stated that the new owner was local and was confident of the direction it was going.

Commissioner Mwilambwe closed the public hearing at 4:38 p.m.

Commissioner Meister made a motion, seconded by Commissioner Mwilambwe, to send the item to Council with a positive recommendation.

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

AYES: Mwilambwe, Meister

Motion carried.

Old Business

No Old Business was discussed.

New Business

No New Business was discussed.

Executive Session

No Executive Session was held.

Adjournment

Commissioner Meister made a motion, seconded by Commissioner Mwilambwe, that the meeting be adjourned.

Motion carried unanimously (Viva Voce).

The meeting adjourned at 4:39 p.m.

CITY OF BLOOMINGTON

Amanda Stutsman, Deputy City Clerk



CONSENT AGENDA ITEM NO. 7.M

FOR COUNCIL: September 27, 2021

SPONSOR: City Clerk Department

WARD IMPACTED: Ward 8

SUBJECT: Consideration and action on an Application of Aldi, Inc., d/b/a Aldi, Inc. #55, to be located at 2121 Village Lane, requesting a Class PBS (Package, 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 3d. Expanded retail businesses

-Objective 3b. Attraction of new targeted businesses that are the “right” fit for Bloomington

BACKGROUND: Aldi, Inc., Applicant, whose building is currently under construction, will be located at 2121 Village Lane. The Applicant has requested a Class PBS (Package, Beer and Wine Only, and Sunday Sales) liquor license, which would allow the sale of packaged sales of beer and wine only for consumption off premises seven (7) days a week. The Applicant has another licensed store location at 907 Maple Hill Rd., Bloomington, IL.

The Applicant appeared before the Liquor Commission on September 14, 2021, where they unanimously agreed to send the item to Council with a positive recommendation (draft minutes attached).

All license creations, amendments, or transfers are contingent upon compliance with all building, health, and safety codes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, on September 4, 2021, a public notice was published in *The Pantagraph*. Fourteen notices were mailed to properties within 500 feet of the property where the license would be located.

FINANCIAL IMPACT: The current annual license fee for a Class PBS liquor license is \$1,450, which will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2022 Budget Book titled "Budget Overview & General Fund" on page 132. It is also the establishment's responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

COMMUNITY DEVELOPMENT IMPACT: ED-4 Enhance the image of Bloomington as a business-friendly community; ED-4.2 Prioritize infill and redevelopment to spur growth and reinvestment in the City; ED-4.5 Identify and reduce barriers for local growth and economic development

Respectfully submitted for Council consideration.

Prepared by: Amanda Stutsman, Deputy Clerk

Reviewed by:


Leslie Yocum, City Clerk

9/20/2021


Chris Tomertin, Budget Manager

9/20/2021


Melissa Hall, Economic and Community Development Director

9/21/2021

Chad Wamsley
Chad Wamsley, Interim Police Chief

9/23/2021

George Boyle
George Boyle, Assistant Corporation Counsel

9/24/2021


Tara Henry, Legislative Assistant

9/24/2021

Attachments:

- CLK 4B Aldi #55 (Class PBS) Liquor License Application
- CLK 4C Draft 09-10-21 Liquor Commission Minutes_Aldi #55 (Class PBS)

September 19, 2021

City Clerk Requirement Verification Memo

To: City Council Review

Re: Legal Name: Aldi Inc.

D/B/A Name: Aldi Inc. #55

Dear Reviewer,

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

- Articles of Incorporation
- Certificate of Good Standing with the State of Illinois
- Financial Documentation from Aldi Inc. Corporate for June 2020 to June 2021
- A recorded Deed for the property.
- Certificate of Liability Insurance (DRAM Shop) – 01/01/2021 to 01/01/2022
- Bloomington/Normal Food and Beverage Tax Registration Form
- Bloomington/Normal Packaged Liquor Tax Registration Form

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

Respectfully,

Amanda Stutsman
Deputy City Clerk



Liquor License Application

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

Legal Entity Name (Corporate/LLC Name)	ALDI INC
Doing Business As (DBA) OR Establishment Name <i>(Assumed names must be registered with the State of Illinois)</i>	ALDI INC #55
Legal Entity Address <i>(including City, State, and Zip)</i>	1 Aldi Drive, Dwight, IL, 60420
Legal Entity Phone Number	815-941-6020
Legal Entity Email Address	jacki.rogers@aldi.us
Establishment Address including Zip	2121 Village Lane, Bloomington, IL, 61705
Establishment Phone Number	815-941-6020
Establishment Email Address	jacki.rogers@aldi.us
*Email Address for <u>ALL</u> City Communications:	jacki.rogers@aldi.us

*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
Jacki Rogers	Dwight	IL	60420
Phone Number	Email Address		

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

Name (First & Last)	City	State	Zip
Meredith Oliva	Glen Ellyn	IL	60137
Phone Number	Email Address		

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

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

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

Status of Business Information:

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

☐ **Sole Proprietorship**
☐ **Limited Liability Company (LLC)**
A copy of the Articles of Organization must be attached.

☐ **Partnership** (Date of Formation: _____)
☒ **Corporation** (Inc. or Corp.)
A copy of the Articles of Incorporation must be attached.
- Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.
- ☐ Yes **If Applicant is a Corporation or LLC:** Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? *If yes, please identify the individual(s) and explain:* _____
☐ No
☒ N/A

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

- I verify that all owners, partners, officers, members, and majority stockholders:

☒ Yes ☐ No Are 21 years of age or older.
☒ Yes ☐ No Are citizens of the United States.
☒ Yes ☐ No Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).
☒ Yes ☐ No Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.
☒ Yes ☐ No Have never been convicted of pandering or any other crime opposed to decency and morality.
- Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)

2A ☐ Yes ☒ No Are any of the persons listed under ownership a resident of McLean County?
 2B ☒ Yes ☐ No Is the General Manager a resident of McLean County?
- ☐ Yes ☒ No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?
- ☐ Yes ☒ No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?



5. ☒ Yes ☐ No Is the premises for which the license is sought owned?
5A ☐ Yes ☒ No If not, does a valid lease to the premises for which the license is sought exist?
If so, a copy of the lease is required.
☐ Yes ☒ No Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code in connection with the proposed sale of alcoholic beverages? *If yes, please explain:* _____

Nature of License:

- What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) Retail grocery store
- What class of liquor license is being sought? (See descriptions beginning on page 1.) PBS
- ☒ Yes ☐ No Will the establishment offer Sunday Sales?
- ☒ Yes ☐ No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? (Package License Holders Only)
See City Code Ch. 6 Sec. 32 for more details. <https://ecode360.com/34837503>
- ☐ Yes ☒ No Will the establishment offer an Outdoor Dining Area?
- State the reason the applicant desires a liquor license for the establishment: _____
To sell beer and wine for off premises consumption.
- If approved, how would the liquor license benefit the City and its residents? _____
More revenue for the city and convenience to the residents
- ☐ Yes ☒ No Will the establishment offer live entertainment in the establishment? *If yes, please explain:* _____
- ☒ Yes ☐ No Will the proposed or current establishment sell food?
- ☒ Yes ☐ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol?
If yes, what sources will such revenue be derived? _____
- If approved, what license renewal billing cycle would be preferred? ☒ Annual ☐ Semi-Annual

Impact of Establishment:

- What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	9am	8pm
Tuesday:	8:30am	8pm
Wednesday:	9am	8pm
Thursday:	8:30am	8pm
Friday:	9pm	8pm
Saturday:	9am	8pm
Sunday:	9am	8pm

- Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.)
Commercial
 - If there are office or commercial buildings nearby, approximately what are their hours of operation?
Office 7am - 7pm; Retail; Restaurants & Hotel: 24 hours and 7am -10pm.
 - Is the area predominately residential, are they single or multi-family homes?
No. It is a commercial area.
- Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.)
ALDI has 3 streets adjacent to the property. Mercer Ave: 60', 2 way, no parking; Ireland Grove Rd: 50' 2 way, no parking; and Village Lane: 30', 2 way, no parking.
- How much additional traffic is expected to be generated with a liquor license? _____
Zero additional
- Describe any and all on- and off-street parking: _____
ALDI will have 94 on-site parking stalls.
- How many establishments with liquor licenses are located within 500 ft. of the establishment? Unknown

**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: Multiple stores across the US
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.

Heather M. Moore

Vice President

Name (Please Print)

Title

Signature

Date

ALDI OWNERSHIP INFORMATION

Aldi Inc. is a privately held corporation owned by Hofer KG, Sattledt, Austria. There are no stockholders owning more that 5%. The following individuals are officers of Aldi Inc.

David K. Behm
President
[REDACTED]
Elmhurst, IL 60126
Phone # [REDACTED]
DOB [REDACTED]

Eric Riegger
Treasurer
[REDACTED]
Hinsdale, IL 60521
Phone # [REDACTED]
DOB [REDACTED]

Heather M. Moore (Hay)
Vice President
[REDACTED]
Morris, IL 60450
Phone # [REDACTED]
DOB [REDACTED]

similar to the Brats and Bags event and that the stage would be on the corner of Jefferson St. and Front St. which would also act as a barrier. She stated that they had received permission to use the Museum lawn for the event from the McLean County History Museum.

Ms. Whalen stated that the hiring of BASSET trained volunteers that understood alcohol cannot leave the event area was a high priority for the Jaycees.

Mr. Boyle noted that various safety measurements suggested by City staff were implemented into the Special Event Permit.

Commissioner Mwilambwe asked the type of receptacle the alcohol would be served in. Ms. Whalen stated that alcohol would be served in cans or 12-ounce servings. Mr. Boyle reminded the Commission that the Ordinance now permitted aluminum cans but not glass bottles.

Commissioner Mwilambwe asked about the anticipated number of attendees. Ms. Whalen responded that they anticipated 600 attendees.

Commissioner Mwilambwe asked if they would still hold the traditional event at the Corn Crib. Ms. Whalen explained that they elected to hold the Bruegala with a Twist in place of the larger event.

Commissioner Mwilambwe asked if the Bruegala event would return next year. Ms. Whalen hoped it would.

Commissioner Meister confirmed with Ms. Whalen that alcohol would only be served from 5:00 p.m. to 9:00 p.m.

Commissioner Mwilambwe close the public hearing at 4:18 p.m.

Commissioner Meister made a motion, seconded by Commissioner Mwilambwe, that the item be sent to Council with a positive recommendation.

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

AYES: Mwilambwe, Meister

Motion carried.

The following item was presented:

Item 5.C. Public Hearing and action on an Application from Aldi, Inc., d/b/a Aldi, Inc. #55, to be located at 2121 Village Lane, requesting a Class PBS (Package, Beer and Wine Only, and Sunday Sales) Liquor License, as requested by the City Clerk Department.)

Commissioner Mwilambwe opened the public hearing at 4:19 p.m.

Camre Harrer, representative of Aldi Inc., after being sworn, addressed the Commission. Ms. Harrer explained that Aldi would opening a 3rd store on October 27, 2021.

George Boyle, Assistant Corporation Counsel, stated that the Legal Department had no previous issues with Aldi.

Commissioner Meister confirmed with Ms. Harrer that all employees selling alcohol would be BASSET trained.

Commissioner Mwilambwe closed the public hearing at 4:21 p.m.

Commissioner Meister made a motion, seconded by Commissioner Mwilambwe, Commissioner Mwilambwe made a motion, seconded by Commissioner Meister, that the item be sent to the City Council with a positive recommendation.

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

AYES: Mwilambwe, Meister

Motion carried.

The following item was presented:

Item 5.D. Public Hearing and action on an Application from The 236 Group, LLC, d/b/a The Stable Music Hall and Lounge, to be located at 236 E. Front St. requesting a Class EAS (Entertainment, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

Commissioner Mwilambwe opened the public hearing at 4:21 p.m.

Nicolas LeRoy, Owner of The Stable Music Hall & Lounge, after being sworn, addressed the Commission. He explained that the business model centered around an intimate and upscale music and entertainment space that would include comedy, singer songwriters, blues, live band, karaoke, etc. He explained that they would have mixologists on staff to create and serve craft cocktails and beers from local breweries. He noted that the establishment would close at midnight on the weekdays and 1:00 a.m. on weekends. He stressed his intentions not to stay open late. Mr. LeRoy then explained that he also owned NTL Productions, who worked with local businesses such as The Castle Theatre. He noted that The Castle had a capacity of 800 whereas the Stable would have a smaller capacity which would provide new talent a location to begin and grow their fan base.

George Boyle, Assistant Corporation Counsel, asked what the capacity was. Mr. LeRoy stated the multiple configurations ultimately allowing for a capacity of 175 to 200.

Commissioner Mwilambwe asked if Mr. LeRoy intended to serve food. Mr. LeRoy responded that they were not interested at this time but may serve frozen pizza. The then



CONSENT AGENDA ITEM NO. 7.N

FOR COUNCIL: September 27, 2021

SPONSOR: City Clerk Department

WARD IMPACTED: Ward 4, Ward 6

SUBJECT: Consideration and action on a Request from Bloomington Normal Jaycees, who will hold a Bruegala with a Twist fundraiser in Downtown Bloomington on Friday, October 1, 2021, for a Class LB (Limited/Beer and Wine) Liquor License, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed License be approved.

STRATEGIC PLAN LINK:

-Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Bloomington Normal Jaycees, Applicant, plans to host a Bruegala with a Twist event in Downtown Bloomington on Jefferson St. between Main St. and Center St., and on Main St. between Jefferson St. and Washington St. Friday, October 1, 2021, from 5:00 p.m. until 9:00 p.m.

The Applicant requests a Class LB (Limited Service of Beer and Wine Only) liquor license, which allows the retail sale of beer and wine by civic, charitable, fraternal, educational, patriotic, festival, and/or religious organizations on premises in nonresidential locations with the following conditions: (1) Each license may only be issued for a maximum period of 60 days; (2) The qualified organization has been in active and continuous existence for a period of one year prior to the date of making the application, or is incorporated under the laws of the State of Illinois will be eligible to receive a "LB" license; and (3) No organization shall be issued more than three "LB" licenses in any twelve-month period. The Applicant has met these conditions and, if the license was approved, this would be the 1st Class LB issued to the organization within the past 12 months. If the license is approved, the Applicant will be required to follow Section 133(D) 6(d) - 6(j) of Chapter 6 of the City Code, which imposes license conditions consistent with other events.

The Applicant appeared before the Liquor Commission on September 14, 2021, where they unanimously agreed to send the item to Council with a positive recommendation (draft minutes attached).

All license creations, amendments, or transfers are contingent upon compliance with all building, health, and safety codes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, on September 4, 2021, a public notice was published in *The Pantagraph*. Forty-three notices were mailed to properties adjacent to the applicant location.

FINANCIAL IMPACT: The current annual license fee for a Class LB liquor license is \$100, which will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2022 Budget Book titled "Budget Overview & General Fund" on page 132. It is also the establishment's responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

COMMUNITY DEVELOPMENT IMPACT: D-1 Continue to build a healthy Downtown that offers a range of employment, retail, housing, cultural and entertainment opportunities for all.

Respectfully submitted for Council consideration.

Prepared by: Amanda Stutsman, Deputy Clerk

Reviewed by:



Leslie Yocum, City Clerk

9/20/2021



Chris Tomerlin, Budget Manager

9/20/2021



Melissa Hall, Economic and Community Development Director

9/21/2021

Chad Wamsley

Chad Wamsley, Interim Police Chief

9/23/2021

George Boyle

George Boyle, Assistant Corporation Counsel

9/24/2021



Tara Henry, Legislative Assistant

9/24/2021

Attachments:

- CLK 3B BLM-NM Jaycees (Class L_Application_Redacted
- CLK 3C BLM-NM Jaycees Bruegala with a Twist Special Event Permit_Final_Redacted
- CLK 3D BLM-NM Jaycees_Bruegala Site Plan 8-27-21
- CLK 3E Draft 09-14-21 Liquor Commission Minutes_BLMNM Jaycees (Class LB)



Application for Class "L" Limited Liquor License

Events for Civic, Service, Charitable, Fraternal or Social Organization, Group or Entity

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

Legal Entity Name (Corporate/LLC Name)	Bloomington-Normal Jaycees
Doing Business As (DBA) OR Establishment Name (Assumed names must be registered with the State of Illinois)	Bloomington-Normal Jaycees
Legal Entity Address (including City, State, and Zip)	PO Box 42, Bloomington, IL 61704
Legal Entity Phone Number	309-824-1945
Legal Entity Email Address	bnjaycees@gmail.com
Establishment Address including Zip	
Establishment Phone Number	
Establishment Email Address	
*Email Address for ALL City Communications:	awhalen@inb.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 Event & Attending the Liquor Commission Meeting

Primary Contact: (A current member, officer or director of the organization, group or entity in charge of event.)

Name (First & Last)	City	State	Zip
Andrea Whalen	Bloomington	IL	61704
Phone Number	Email Address		

Secondary Contact: (A current member, officer or director of the organization, group or entity assisting with event.)

Name (First & Last)	City	State	Zip
Gwen Robinson	Bloomington	IL	61704
Phone Number	Email Address		

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

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

EVENT INFORMATION

Name of Event	Bruegala with a Twist
Event Address	Jefferson and Main
Anticipated Number of Attendees:	600

Event Date(s)	Start Time(s)	End Time(s)
10-1-21	05:00	09:00



1. Description of the activity or event in connection with which the limited alcoholic liquor license will be utilized, specifying the nature of the proposed entertainment, if any:
Local beer and music festival, a condensed version of a 20+ year event. Beer tickets will be sold to redeem beer at the beer tent, and there will be a stage with live music. We will also have food trucks and vendors with booths.
2. Description of the proposed procedures for handling the following:
 - A. Crowd control:
Volunteers at all entrances and exits, signs restricting alcohol to the event space, road blocks
 - B. Identification check:
We will have a wristband ID check system in place where beer tickets are purchased. Wristband must
3. Classification of Limited License: ☒ LB (Beer & Wine Only) ☐ LA (All Types)
4. ☒ Yes ☐ No Is the premises within 100 feet of any church, school, hospital, home for the aged or indigent persons, or for War Veterans, their wives or children?
5. ☒ Yes ☐ No Has the civic, service, charitable, fraternal, or social organization, group or entity applying for this license been in existence continuously for at least one year?
 - a. If so, please list Date Established: 4-23-1957
6. ☐ Yes ☒ No Is the civic, service, charitable, fraternal, or social organization, group or entity applying for this license incorporated under the laws of the State of Illinois?
 - a. If so, please list Date Incorporated: _____
7. ☐ Yes ☒ No Has the civic, service, charitable, fraternal, or social organization, group or entity seeking a Limited Alcoholic Liquor License received such a licensee within the past year?
 - a. If so, please list how many: _____

I, the undersigned, swear or affirm that:

1. I am authorized to sign as an owner, officer, or authorized agent, of the above listed organization;
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. The applicant organization is 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.

Date Signed: 08/25/2021

Bruegala Chairperson

Title

Andrea Whalen

Name (Print)

Signature



BLOOJAY-CL

DCRANE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/23/2021

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

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

PRODUCER Clemens & Associates, Inc. 2806 E Empire Bloomington, IL 61704	CONTACT NAME:	
	PHONE (A/C, No, Ext): (309) 662-2100	FAX (A/C, No): (309) 662-2134
	E-MAIL ADDRESS: info@clemensins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Northfield Insurance Co.	27987
INSURED Bloomington-Normal Jaycees PO Box 42 Bloomington, IL 61702	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			BEING ASSIGNED	10/1/2021	10/22/2021	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 1,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 1,000,000
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N		N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
A	LIQUOR LIABILITY			BEING ASSIGNED	10/1/2021	10/22/2021	LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

CITY OF BLOOMINGTON
PO BOX 3157
Bloomington, IL 61702

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

AUTHORIZED REPRESENTATIVE

Raid Butts



P.O. BOX 3967 PEORIA, IL 61612-3967
P: (800)645-2402 E: asksurety@rlicorp.com
RLISURETY.COM

LICENSE AND PERMIT BOND

Bond No. [REDACTED]

KNOW ALL MEN BY THESE PRESENTS:

That we, Bloomington Normal Jaycees
PO Box 42
Bloomington, IL 61702

as Principal, and the RLI Insurance Company, a corporation duly licensed to do business in the state of Illinois, as Surety, are held and firmly bound unto the City of Bloomington, State of Illinois, Obligee, in the penal sum of Two Thousand and 00/100 (\$ 2,000.00) DOLLARS, lawful money of the United States, to be paid to the said Obligee, for which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally by these presents.

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

NOW, THEREFORE, if the said Principal shall faithfully perform the duties and in all things comply with the laws and ordinances, including all Amendments thereto, pertaining to the license or permit applied for, then this obligation to be void, otherwise to remain in full force and effect for a period commencing on the 23rd day of August, 2021, and ending on the 23rd day of August, 2022.

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

Dated this 23rd day of August, 2021.

[REDACTED]
Principal
(Individual, Partner or Corporate Officer)



RLI Insurance Company

By [REDACTED]
Barton W. Davis

Vice President



Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number	36904151
Entity Name	BLOOMINGTON-NORMAL JAYCEES
Status	ACTIVE

Entity Information

Entity Type
CORPORATION

Type of Corp
NOT-FOR-PROFIT

Incorporation Date (Domestic)
Tuesday, 23 April 1957

State
ILLINOIS

Duration Date
PERPETUAL

Agent Information

Name

ERIC JOSEPH BARBOUR
Address 212 BEACON CIR BLOOMINGTON , IL 61704
Change Date Wednesday, 17 July 2019

Annual Report
Filing Date Tuesday, 6 July 2021
For Year 2021

[Return to Search](#)

[File Annual Report](#)

[Adopting Assumed Name](#)

[Change of Registered Agent and/or Registered Office](#)

(One Certificate per Transaction)

SPECIAL EVENT PERMIT

BRUEGALA WITH A TWIST DOWNTOWN

DATE: FRIDAY, OCTOBER 1, 2021

TIME: 4:00 P.M. UNTIL 10 P.M.

Date Prepared: August 24, 2021; Updated: September 3, 2021

SPONSORING ORGANIZATION(S): Bloomington-Normal Jaycees

CONTACT PERSON: Andi Whalen

PHONE: [REDACTED]

EMAIL: [REDACTED]

APPLICATION RECEIVED: Yes

CERTIFICATE OF INSURANCE RECEIVED: Yes

HOLD HARMLESS: Yes

NATURE OF EVENT:

Fundraiser for the various charitable projects, consisting of beer, food, and amplified music. Due to COVID-19, the event organizer could not hold their traditional Bruegala event during its regular time and location. This event will be a much smaller version. The event is free to attend, but customers must purchase a ticket to buy beer. The event will run from 4 p.m. - 9 p.m. around the Museum Square.

COVID – 19 CONSIDERATIONS:

Event organizers will adhere to State, local, CDC regulations regarding COVID-19 (mask requirements, social distancing) and will limit the number of people attending the event in accordance with the Restore Illinois Plan. The event organizer will communicate the requirements through signage and event promotional materials. Should the Region move into a new phase or tier the event organizer agrees to adhere to attendance number changes.

EVENT LOCATION/PARADE ROUTE:

Jefferson St. between Main and Center and Main St. between Jefferson and Washington.

TRAFFIC CONTROL ARRANGEMENTS:

Close Jefferson St. between Main and Center and Main from Washington to Jefferson on October 1, 2021 at 3 p.m. until 10:00 p.m.

POLICE:

Tow vehicles at the owner's expense by Joe's Towing. Vehicles will be relocated to Joe's holding lot.

PUBLIC WORKS WILL PROVIDE THE FOLLOWING:

Install all "No Parking" signs thirty-six (36) hours in advance of event. Close Jefferson St. between Main and Center and Main St. between Jefferson and Washington on at 3 p.m. on Friday, October 1, 2021, and reopen streets at 10 p.m.

SPECIAL EVENT PERMIT

PARKS AND RECREATION WILL PROVIDE THE FOLLOWING:

Provide the Parks Portable stage and place it at the Jefferson and Main intersection. The event organizer will provide its own sound and lights for the event. **Provide five (5) trash cans with bags.**

LIQUOR:

Each business that intends to sell/serve liquor outside of their original approved premise must contact the City Clerk Department at (309) 434-2509 ext. 6 to obtain the correct application and information needed. All special events approved for liquor are required to comply with the provisions of Bloomington City Code Chapter 6, Section 133D. If approved, the organizer must obtain the required certificates or permits before the special event.

For **recurring special events**, the Liquor Commissioner (Mayor) may consider the request and approve, deny, or approve with conditions without the need for a public hearing. A recurring event is defined as (i) an event that has occurred in two or more consecutive years and is held by the same event organizers; (ii) an event where there are no substantial changes from previous years; (iii) the organizer has obtained a Special Event Permit; and (iv) there were no previous violation, enforcement or public safety issues or concerns.

For special events that do not qualify as recurring special events, the organizer will be scheduled to appear at a public hearing before the Liquor Commission to provide details to the Commissioners regarding the event. **The organizer must attend this meeting.** The Liquor Commission has the authority to approve, deny, or approve requests with conditions.

AMERICA DISABILITIES ACT CONSIDERATIONS:

The event organizer will provide reasonable accommodations in making their event accessible to those with disabilities. This includes, but is not limited to; ADA-compliant bathrooms or portapotties, access to food and beverage, designated walkways or aisles of at least five feet in width, allowing service animals, and have access to or provide designated ADA parking. Please adhere to state ADA guidelines, <https://www.illinoisattorneygeneral.gov/rights/disabilityrights.html> Here is an additional resource to aid event organizers ADA accessible, <https://adata.org/guide/planning-guide-making-temporary-events-accessible-people-disabilities>

ORGANIZER RESPONSIBILITIES:

1. The event organizer is responsible for notifying residents, property owners, and businesses about the event at least thirty days prior to the event. Notice shall be given for an area within a three-block radius of the event, or within five hundred (500) feet in every direction of the event site, whichever is greater. The notice must include the date(s) on which the event organizer will be appearing before the Liquor Commission, or upon which any suspension of the Liquor Code for the event will be considered by the Liquor Commission.
2. If using a stage with portable audiovisual rigging, the event organizer must provide the City of Bloomington's Economic Development Division a copy of the certification from the Entertainment Technician Certification Program operated by the Entertainment Services and Technology Association for the person(s) doing the work prior to the event. Failure to meet this responsibility will result in the revocation of your special event permit. This certification must be received no later than one week prior to the event.

SPECIAL EVENT PERMIT

3. If using a tent larger than 10'x10', you will need to fill out permit from the Economic and Community Development Department, <https://www.cityblm.org/home/show-publisheddocument/9675/636571472819270000>
4. Make arrangements with the Economic Development Division to gain access to the power boxes on Jefferson and in the lampposts prior to your event by calling 309-434-2295.
5. All food trucks must apply for a permit from the Economic and Community Development Department. Here is the link to the permit, <https://www.cityblm.org/home/show-publisheddocument/9675/636571472819270000>
6. Appoint a designated volunteer or staff person to be in charge of ensuring that barricades remain intact. It is the City's recommendation that barricades not be moved. Only the designated volunteer(s) can move the barricades, if necessary. The designated person must meet with Public Works staff prior to the event so that staff can train the volunteer on proper barricade set up. You can make this appointment by calling Colleen Winterland at 309-434-2225. If that volunteer is not available, contact Police, non-emergency 309-820-8888 prior to moving barricades. Keep in mind Staff at this number will not be able to respond instantly. It is the responsibility of the organizer to ensure that nobody removes, changes, or anyway interferes with the setup of barricades, signs, or any other traffic control device set up by City staff, except for the designated volunteer(s). Contact the Police, non-emergency 309-820-8888, to report anyone tampering of such. There is a fine ranging from \$250-\$500 for illegal moving the barricades or other traffic control devices.
7. The event organizer must post a notice to inform the public and victims of human trafficking of the telephone hotline number of the Human Traffic Resource Center as required by the Human Trafficking Resource Center Notice Act. (775 ILCS 50/1, et seq.) Find helpful models at <https://www.dhs.state.il.us/page.aspx?item=82023>. The notice must be posted in a conspicuous and accessible place in clear view of the public and employees where similar notices are customarily posted. Failure to do so could result in a \$500 fine per violation.
8. Follow the CDC's guidelines on holding events amidst COVID-19. Information can be found on their website at <https://www.cdc.gov/coronavirus/2019-ncov/your-health/large-gatherings.html>
9. Please review the Illinois Department of Commerce and Economic Opportunity resources for special events, <https://dceocovid19resources.com/restore-illinois/restore-illinois-phase-4/meetings-and-social-events/> There are several resources on this site, such as posters and social media graphics you can download.

CANCELLATION POLICY:

If you need to cancel your event, please call the Bloomington Police non-emergency number at 309-820-8888 at least 2 hours prior to your event. They will notify the appropriate department staff. The more advance notice you can provide helps the staff considerably.

FOR OFFICE USE ONLY

DISTRIBUTION LIST

Tim Gleason, City Manager	Billy Tyus, Deputy City Manager
Amanda Stutsman, City Clerk Department	Kevin Kothe, Public Works
Shelly Perry, Connect Transit	Phil Allyn, Traffic Engineer, Public Works

SPECIAL EVENT PERMIT

Melissa Hon, Economic & Community Development	Darwin Miles, Public Works
Catherine Dunlap, Economic & Community Development	Craig Shonkwiler, Engineer, Public Works
Samantha Mlot, Economic & Community Development	JT Thomas, Public Works
Russ Waller, Facilities	Troy Olson, Public Works
Chris McAllister, Economic & Community Development	Colleen Winterland, Public Works
Chief Eric West, Fire Department	Brett Lueschen, Water Department
Linda Foutch, McLean County Health Dept.	Michael White, Public Works
Bob Moews, Parks, Recreation & Cultural Arts Dept.	Greg Koch, Public Works
Asst. Chief Timothy McCoy, Police Department	Katherine Murphy, Communications Director
George Boyle, Legal	

BRUEGALA WITH A TWIST SITE PLAN

OCTOBER 1, 2021



Liquor Commissioner asked the hours that alcohol would be served. Mr. Harbin stated alcohol would be served from 3:00 p.m. - 4:00 p.m. and was typically one serving per customer.

Closed the public hearing at 4:10 p.m.

Liquor Commissioner Mwilambwe approved to send the item to Council with a positive recommendation.

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

AYES: Mwilambwe, Meister

Motion carried.

Commissioner Meister returned to the meeting at 4:11 p.m.

The following item was presented:

Item 5.B. Public Hearing and action on the Request from Bloomington Normal Jaycees, who will hold their Bruegala with a Twist fundraiser in Portions of Downtown Bloomington on Friday, October 1, 2021, for a Class LB (Limited/Beer and Wine) Liquor License, as requested by the City Clerk Department.

Commissioner Mwilambwe opened the public hearing at 4:11 p.m.

Andrea Whalen, representative from Bloomington Normal Jaycees ("Jaycees"), after being sworn, addressed the Commission.

Ms. Whalen explained that the organization condensed the event and combined it with Downtown Bloomington's First Friday event for October. She went on to explain that both Jefferson St. and Main St. would be closed for the event and would hold a variety of beer tents and food trucks along with a stage for live music entertainment.

The BASSET trained volunteers from Bloomington Normal Jaycees would verify identification at the ticket station where wristbands would be issued to individuals aged 21 and the volunteers would also serve the alcohol. Signs would be posted that no alcohol could leave the event

Catherine Dunlap, Downtown Development Specialist in the Economic and Community Development Department, explained that she had worked with the event organizer on the event and that the Special Event Permit was included in the Commission's packet. She also confirmed that the event would be held in conjunction with the First Friday event.

George Boyle, Assistant Corporation Counsel, asked for additional details on the barricades for street closure. Mrs. Dunlap stated that Type 3 barricades would be placed

similar to the Brats and Bags event and that the stage would be on the corner of Jefferson St. and Front St. which would also act as a barrier. She stated that they had received permission to use the Museum lawn for the event from the McLean County History Museum.

Ms. Whalen stated that the hiring of BASSET trained volunteers that understood alcohol cannot leave the event area was a high priority for the Jaycees.

Mr. Boyle noted that various safety measurements suggested by City staff were implemented into the Special Event Permit.

Commissioner Mwilambwe asked the type of receptacle the alcohol would be served in. Ms. Whalen stated that alcohol would be served in cans or 12-ounce servings. Mr. Boyle reminded the Commission that the Ordinance now permitted aluminum cans but not glass bottles.

Commissioner Mwilambwe asked about the anticipated number of attendees. Ms. Whalen responded that they anticipated 600 attendees.

Commissioner Mwilambwe asked if they would still hold the traditional event at the Corn Crib. Ms. Whalen explained that they elected to hold the Bruegala with a Twist in place of the larger event.

Commissioner Mwilambwe asked if the Bruegala event would return next year. Ms. Whalen hoped it would.

Commissioner Meister confirmed with Ms. Whalen that alcohol would only be served from 5:00 p.m. to 9:00 p.m.

Commissioner Mwilambwe close the public hearing at 4:18 p.m.

Commissioner Meister made a motion, seconded by Commissioner Mwilambwe, that the item be sent to Council with a positive recommendation.

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

AYES: Mwilambwe, Meister

Motion carried.

The following item was presented:

Item 5.C. Public Hearing and action on an Application from Aldi, Inc., d/b/a Aldi, Inc. #55, to be located at 2121 Village Lane, requesting a Class PBS (Package, Beer and Wine Only, and Sunday Sales) Liquor License, as requested by the City Clerk Department.)

Commissioner Mwilambwe opened the public hearing at 4:19 p.m.



CONSENT AGENDA ITEM NO. 7.0

FOR COUNCIL: September 27, 2021

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Lake Bloomington Lot Transfer and Supplemental Agreement for Lot 7 in Block 1 in Camp Kickapoo, from Andrew and Ashley Netzer to the petitioners, Robert M. and Candice J.M. Osenga and Chad and Roxanna Parker, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Lot Transfer, Petition, and Supplemental Agreement 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: Public Works is recommending the approval of a Petition for Lake Bloomington Lot Transfer and Supplemental Lease Agreement for the Lake Bloomington Lot Transfer for Lot 7 in Block 1 in Camp Kickapoo, from Andrew and Ashley Netzer to the petitioners, Robert M. and Candice J.M. Osenga and Chad and Roxanna Parker. Lot 7 in Block 1 has a residence, a septic system, and one boat dock.

A licensed inspector, Rob Williamson, inspected the septic system on August 13, 2021, and found the system to be in the following condition, as noted in the August 23, 2021, letter from the McLean County Health Department:

- ❖ The water softener discharges to the septic system. This may remain as is until the septic system is repaired or replaced.
- ❖ The basement floor drain cannot be used as a discharge point for sewage producing fixtures.
- ❖ The seepage field is a minimum of 72 square feet too small. This may remain as is until the septic system is repaired or replaced.

The Petitioners has signed a supplemental lease agreement providing that within six months of the execution of the supplemental lease agreement, and prior to occupying the residence, the lessees will perform the following:

- ❖ Re-route the water softener so that it does not discharge to the septic system.
- ❖ Prevent the basement floor drain from being used as a discharge point for sewage producing fixtures.
- ❖ The Lessees will provide proof to the City of Bloomington that the water softener has been re-routed and that the basement floor drain has been sealed to prevent the drain from being used as a discharge point.

The agreement also states that the septic tank must be pumped and the septic system must be evaluated by an approved McLean County Health Department approved septic evaluator prior to September 27, 2024, and once every three years following. Proof of tank pumping and evaluation shall be submitted to the City of Bloomington.

There is currently a boat dock on the subject lot. Pursuant to Ordinance 2018-87, passed by the City Council on October 8, 2018, boat docks are allowed on leased lots with a residence and a valid lease with the City of Bloomington, so long as the lessee obtains a permit.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

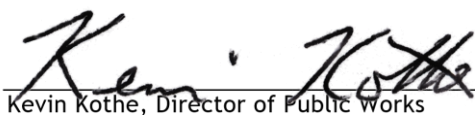
FINANCIAL IMPACT: This petition will have a neutral financial impact in that the current lease uses the formula of \$0.40 per \$100.00 Equalized Assessed Value to determining the Lake Lease Fee. With the lease rate formula of \$0.40 per \$100.00 Equalized Assessed Value, this lease will generate approximately \$474.40 per year in lease income and \$150.00 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance Lease Income account (50100140-57590). The Garbage Collection fee is recorded in Lake Maintenance - Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY 2022 Budget Book titled "Other Funds & Capital Improvements" on page 126.

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

Respectfully submitted for Council consideration.

Prepared by: Joe Darter, Property Manager

Reviewed by:



Kevin Kothe, Director of Public Works

9/14/2021



Chris Tomerlin, Budget Manager

9/14/2021



George Boyle, Assistant Corporation Counsel

9/16/2021



Tara Henry, Legislative Assistant & Records Manager

9/23/2021

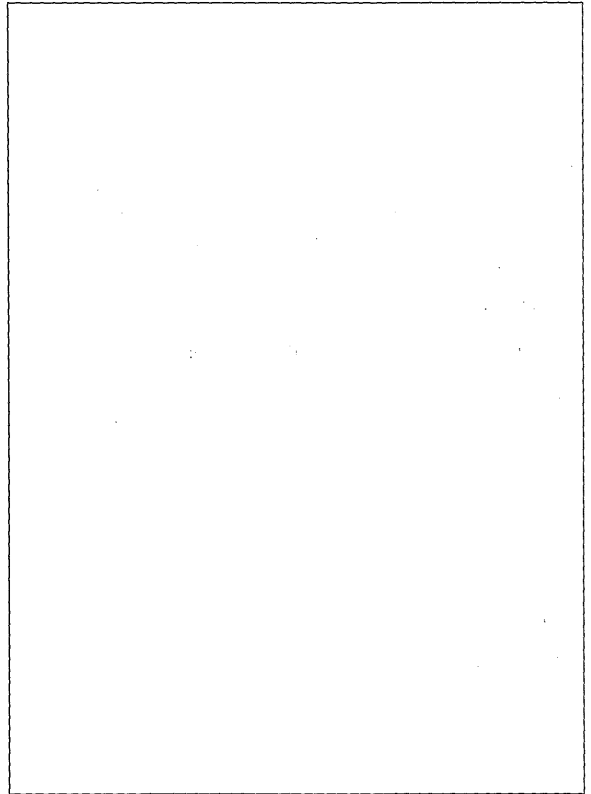
Attachments:

- PW 3B Current Lease_Netzer to Osenga and Parker Lake Lot Transfer
- PW 3C Property Manager Memo_Netzer to Osenga and Parker Lake Lot Transfer
- PW 3D Petition_Netzer to Osenga and Parker Lake Lot Transfer
- PW 3E Septic Information_Netzer to Osenga and Parker Lake Lot Transfer
- PW 3F Agreement_Netzer to Osenga and Parker Lake Lot Transfer

- PW 3G Supplemental Agreement_Netzer to Osenga and Parker Lake Lot Transfer
- PW 3H Location Map_Netzer to Osenga and Parker Lake Lot Transfer
- PW 3I Unrecorded Plat Map_Netzer to Osenga and Parker Lake Lot Transfer
- PW 3J Structure Map_Netzer to Osenga and Parker Lake Lot Transfer
- PW 3K Photograph_Netzer to Osenga and Parker Lake Lot Transfer

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 12th
day of October, 2015
between the City of Bloomington, a municipal
corporation, of McLean County, Illinois, hereinafter
called CITY and
ANDREW & ASHLEY NEIDER
Z



(if more than one Lessee, cross out 2 of the following that do not apply) (as joint tenants) (as tenants in common) (as tenants by the entirety) of, _____, County of McLean, State of Illinois, hereinafter called "Lessee,"

WITNESSETH

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. PREMISES. The City leases to Lessee the following described real estate owned by the City in the vicinity of Lake Bloomington, Illinois as follows:

Lot 7 in Block 1 in Camp KICKAPOO according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.
2. TERM OF LEASE. The term of this Lease shall be for a term commencing (**cross out the one that does not apply**) (on the date of this Lease) (on January 1 following the date of this Lease) and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.
3. RENT.

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

- A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:

1) ~~If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ (\$.15) per \$100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.~~

2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ (\$.15) per \$100 EAV, the rent shall be charged at the rate of 40¢ (\$.40) per \$100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.

3) ~~If the Lessee is not eligible for the 15¢ (\$.15) or 40¢ (\$.40) per \$100 EAV rental rate, the rent shall be charged at the rate of _____ ¢ (\$._____) per \$100 EAV.~~

SELECT THE RENT TO BE PAID BY CORSSING OUT 2 OF THE 3 RENT OPTIONS.

- B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the. United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.
4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.
5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington.

Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.

6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.
7. WATER. Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.
8. GARBAGE. City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.
9. ASSIGNMENT. Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.
10. RULES & REGULATIONS. Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.
11. USE OF AND ACCESS TO LAKE. Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.
12. TREE CUTTING. No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.
13. DEFAULT. If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the

giving of such notice or, if such other default is of such nature that it cannot be completely cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.

14. **TERMINATION BY LESSEE.** Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.

15. **EMINENT DOMAIN.** If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between City and Lessee as follows:

That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the leased premises or the improvements located thereon shall be paid to Lessee.

16. **PRIOR LEASE TERMINATED.** If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.

17. **NOTICE.** Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

City

City of Bloomington
City Hall
109 E. Olive Street
Bloomington, IL 61701

Lessee Name and Mailing Address

Andrew
Ashley + Andy Netzer
[Redacted Address]

Lessee Billing Address

Andrew
Andy + Ashley Netzer
[Redacted Address]

18. **BINDING EFFECT.** This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

-Lessor-

-Lessee-

CITY OF BLOOMINGTON

By: Toni R. [Signature]

Its Mayor

Attest: [Signature]
City Clerk



MEMORANDUM

September 8, 2021

To: Kevin Kothe, PE, Director of Public Works

From: Joseph M. Darter, Property Manager

Subject: Lot 7, Block 1 in Camp Kickapoo Lake Lot Transfer

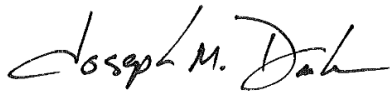
A Petition and Lake Lease Transfer request has been submitted for Lot 7, Block 1 in Camp Kickapoo, from Andrew and Ashley Netzer to the petitioners, Robert M. and Candice J.M. Osenga and Chad and Roxanna Parker.

EAV for this property is \$118,600. The Lake Lease uses the current lake lease rate of \$0.40 per \$100.00 of EAV.

This petition will have a neutral financial impact in that the current lease uses the current formula of \$0.40 per \$100.00 Equalized Assessed Value to determining the Lake Lease Fee. With the current lease rate formula of \$0.40 per \$100.00 Equalized Assessed Value, this lease will generate approximately \$474.40 per year in lease income and \$150.00 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance Lease Income account (50100140-57590). The Garbage Collection fee is recorded in Lake Maintenance – Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY2022 Budget Book titled "Other Funds & Capital Improvements" on page 126.

Please feel free to contact me directly should you have any questions.

Sincerely,



Joseph M. Darter
City of Bloomington | Property Manager
Public Works Department | Water Division
25515 Waterside Way | Hudson, IL 61748
Office: (309) 434-2431 | Cell: (309) 275-8087
Fax: (309) 434-2159 | Email: jdarter@cityblm.org



Lake Bloomington Lease Transfer Petition

That the purchase price and rentals having been paid to the City of Bloomington for:

LOT: 7 BLOCK 1 of Camp Kickapoo

I respectfully petition the City Council of the City of Bloomington, Illinois to approve the transfer the Lease on the above property;

From: (please print) Andrew N. Netzer & Ashley E. Netzer (Seller Name)

To: (please print) Robert M. Osenga, Candice J.M. Osenga, Chad Parker, Roxanna Parker (Buyer Name)

Signatures of Sellers

Signatures of Sellers

To the Honorable Mayor and City Council of the City of Bloomington, Illinois:

Now comes (please print) Robert M. Osenga, Candice J.M. Osenga, Chad Parker, Roxanna Parker (Buyer) and

respectfully shows that He/She/They became the purchaser of all right, title, and interests of

Andrew N. Netzer & Ashley E. Netzer (Seller) In and to the Lease made on the (Date) 10/12/2015 upon the above property, all located in McLean County, Illinois, together with all the improvements, buildings and appurtenances thereon situated and thereunto belonging, and that the said (Seller) Andrew N. Netzer & Ashley E. Netzer has executed deed of transfer of their interest in said premises and an assignment of the Leases therefore your petitioner.

Petitioner further shows that in and by the terms of said Leases it was provided that the Lessee shall not sell, assign, or transfer said premises without the written consent of the Lessor.

Petitioner therefor prays that the written consent to said transfer may be forthwith provided by the said Lessor, the City of Bloomington, Illinois and your petitioner has submitted herewith a form of said written consent.

Respectfully submitted

Signature of Buyer

Signature of Buyer



WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON:

LOT 7 BLOCK 1 CAMP Kickapoo,
OF LAKE BLOOMINGTON.

Now comes the City of Bloomington and gives this, its written consent to the assignment on all right, title, and interest of (Seller) Andrew N. Netzer & Ashley E. Netzer, in and to the premises known as LOT 7 BLOCK 1 in Camp Kickapoo, in McLean County, Illinois and to the leases thereon executed by the City of Bloomington, Illinois.

Said consent to said assignment and transfer however, is with the express understanding that the said Lessor retains all right in said leases provided, and particularly its right to the payment of any unpaid rental thereon with all legal remedies incidental thereto.

Executed this _____ day of _____, _____.

, Mayor



McLean County Health Department
200 West Front Street, Room 304
Bloomington, IL 61701

August 23, 2021

Mr. Ralph Endress

Re: Septic Permit #19-14214
Parcel #08-06-302-002
Lot 187, Lake Bloomington – Kickapoo Subdivision

Dear Mr. Endress:

On August 16, 2021, this department received a septic system evaluation report from Mr. Rob Williamson, a McLean County licensed private sewage system installer, regarding the above-referenced property. The septic system evaluation was performed on August 13, 2021 and the following deficiencies were noted:

- The water softener discharges to the septic system. This may remain as is until the septic system is repaired or replaced.
- The basement floor drain discharges to the sump pit which discharges to the ground surface. The floor drain cannot be used as a discharge point for sewage producing fixtures.
- The seepage field is a minimum of 72 square feet too small. This may remain as is until the septic system is repaired or replaced.

In summary, the septic tank was installed in 2019 and is now approximately 2 years old. The seepage field was installed in 1994 and is now approximately 27 years old. This office considers the average life expectancy of a septic system to be 20 to 25 years.

For information on routine operation and maintenance of your septic system, please visit our website at <https://health.mcleancountyil.gov/>.

If you have any questions, please contact Ms. Samantha Odenthal, of this department, at (309) 888-5482.

Respectfully,

Thomas J. Anderson
Director of Environmental Health

cc: Mr. Rob Williamson, Williamson Excavating, LLC
Mr. Joe Darter, Water Department Property Manager
Mr. & Mrs. Robbie Osenga

TJA:AC:du

AC-0601-21-178

EVALUATION REPORT FOR A MCLEAN COUNTY PRIVATE SEWAGE DISPOSAL SYSTEM

Log #: _____
Date Received: _____

This form is to be used for all inspections or evaluations of existing septic systems in McLean County. It is essential that the inspection be as complete as possible to determine the condition of the entire system. This includes interviewing the person who resides at or uses the building the septic system serves. Please complete all sections of the form that apply to the septic system you are evaluating. The tank must be uncovered with the baffles, liquid and sludge depths checked. At a minimum, the field must be probed to determine if there is water standing in the trenches. Upon probing, if it is determined there is water standing in the trenches, the Health Department highly recommends a minimum of two locations in the trenches be exposed to determine the condition of the rock and pipe. Any sign the system is failing or has not functioned properly, must be thoroughly documented on this report. Place all comments in the comment section on the last page.

This evaluation is NOT FINAL until the McLean County Health Department has reviewed the information in this evaluation and issued a letter regarding the information to the parties listed in the evaluation.

1. Current Owner Information:

Name: Ralph Endress

Address: _____

Phone #: Day _____ Home _____ - -

2. Requestor Information:

Name: Robbie & Candice Osenga

Address: _____

Phone #: Day _____ Home _____ - -

3. Property Information:

Parcel Number (Tax ID): () 08-06-302-002

Date Evaluation Performed: 08-13-21

Address of property evaluated: _____ Sub. & Lot: _____

Permit available from Health Dept.: Yes ☒ No ☐ Permit #: 19-14214

4. Interview Information:

Person interviewed: Ralph Endress

Original owner: Yes ☐ No ☒

Age of home (years): _____

Intended for seasonal use: Yes ☐ No ☒

Date last occupied: currently

Number of occupants: 2

Has tank ever been pumped: Yes ☐ No ☒

If yes, how often: _____

5. Interior Evaluation:

Number of bedrooms: 3

Garbage disposal: Yes ☐ No ☒

Toilet tanks and other fixtures have evidence of leakage or overflow: Yes ☐ No ☒

Water softener discharges to: septic

Clothes washer discharges to: septic

Dishwasher discharges to: septic

Hot tub discharges to: n/a

Basement plumbing fixtures:

Discharge locations:

a. all

a. septic

b. _____

b. _____

c. _____

c. _____

d. _____

d. _____

Basement floor drains discharge to: sump

Garage floor drains discharge to: n/a

Sump pit/pump discharges to: ground surface

Downspouts discharge to: tile

6. Exterior Evaluation Points:

A. SEPTIC TANK(s) -- This Section N/A ☐

All tanks must not be pumped before the inspection, but should be pumped after the inspection, if needed.

Tank One: N/A ☐	Yes	No	Tank Two: N/A ☒	Yes	No
Depth of soil to top of tank: 17 inches			Depth of soil to top of tank: inches		
Tank has access within 12" of ground surface	☒	☐	Tank has access within 12" of ground surface	☐	☐
Size: 1500 gallons Type:			Size: gallons Type:		
Meets current code:	☒	☐	Meets current code:	☐	☐
Tank lids in good condition:	☒	☐	Tank lids in good condition:	☐	☐
Inlet baffle in good condition:	☒	☐	Inlet baffle in good condition:	☐	☐
Evidence of solids on inlet baffle:	☐	☒	Evidence of solids on inlet baffle:	☐	☐
Outlet baffle in good condition:	☒	☐	Outlet baffle in good condition:	☐	☐
Evidence of solids on outlet baffle:	☐	☒	Evidence of solids on outlet baffle:	☐	☐
Water standing in outlet:	☐	☒	Water standing in outlet:	☐	☐
Water level below outlet:	☐	☒	Water level below outlet:	☐	☐
Tank needs to be pumped:	☐	☒	Tank needs to be pumped:	☐	☐
Outlet device/filter on tank:	☐	☒	Outlet device/filter on tank:	☐	☐
Type:			Type:		
Back flow into tank from system after pumping:			Back flow into tank from system after pumping:		
Yes ☐ No ☐ N/A ☐			Yes ☐ No ☐ N/A ☐		

B. SEEPAGE FIELD -- This Section N/A ☐

Depth to top of field: 11 inches to 18 inches

Square feet of field: 528 square feet

Meets current code sizing requirements:

Seepage standing on ground surface:

Lush vegetation or saturated soil on or near seepage field area:

Evidence that water has ponded over seepage field or the soil is saturated:

Solids or "carry over" material present in the rock or bedding material:

Depth of water in trench : 0 inches

Yes	No
☐	☒
☐	☒
☐	☒
☐	☒
☐	☒

C. SERIAL DISTRIBUTION/STEP-DOWN -- This Section N/A ☒

Are the serial distribution relief or "step-down" pipes in compliance with Section 905.60 (d) of the code?

Yes	No
☐	☐

D. SEEPAGE BED -- This Section N/A ☒

Depth to top of bed: inches to inches

Square feet of bed: square feet

Meets current code sizing requirements:

Seepage standing on ground surface:

Lush vegetation or saturated soil on or near seepage bed area:

Evidence water has ponded over seepage bed or is soil saturated:

Solids or "carry over" material present in the rock or bedding material:

Depth of water in bed : inches

Yes	No
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐

E. SAND FILTER -- This Section N/A ☒

Minimum soil cover depth to top of sand filter: _____ inches

Square feet of sand filter: _____ square feet

Is water standing in the distribution pipes or in the rock that surrounds the pipe:

Meets current code sizing requirements:

Seepage standing on ground surface over filter:

Lush vegetation on or near sand filter:

Evidence if water has ponded over sand filter:

Sand filter vented as required:

Vent in good repair:

Chlorinator with screw on cap present:

Chlorinator tube with corrosion resistant handle present:

Evidence of chlorination:

Evidence of restricted flow in chlorinator:

Sample port with screw on cap present:

Yes	No
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐

Where does the contact tank discharge to: *(Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.)*: _____

F. PUMP OR LIFT STATION -- This Section N/A ☐

Pump chamber an approved design:

Chamber volume 1.5 times the daily flow:

Is there a dual pump:

Alarm present:

Alarm location: outside next to pit

Alarm properly working with audio and visual functions:

Yes	No
☒	☐
☐	☒
☒	☐
☒	☐
☒	☐

G. AEROBIC UNIT -- This Section N/A ☒

Manufacturer: _____ Model number: _____

Size of unit: _____ gallons

Pump running at time of inspection:

Current maintenance contract in place:

Who is maintenance contract with: _____

Alarm present:

Alarm location: _____

Alarm properly working with audio and visual functions:

Unit discharges to: Seepage field ☐ Seepage bed ☐ Sand filter ☐ Other: _____

If other, what method of chlorination is used: _____

Chlorinator with screw on cap present:

Chlorinator tube with corrosion resistant handle present:

Evidence of chlorination:

Yes	No
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐

Where does the contact tank discharge to: *(Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.)*: _____

Include all distances as described below.

NOTE: Be sure to attach drawing to this report.

The following distances must be verified to ensure all the information is correct and available in the future.

*Well or cistern to: N/A ☐	*Geothermal unit to: N/A ☐	*Building to:
Septic tank: _____ feet	Septic tank: _____ feet	Septic tank: _____ feet
Seepage system: _____ feet	Seepage system: _____ feet	Seepage system: _____ feet
Sand filter: _____ feet	Sand filter: _____ feet	Sand filter: _____ feet
Effluent tile: _____ feet	Effluent tile: _____ feet	Effluent tile: _____ feet
Effluent discharge: _____ feet	Effluent discharge: _____ feet	Effluent discharge: _____ feet
Geothermal unit: _____ feet	Aerobic unit: _____ feet	Geothermal unit: _____ feet
Aerobic unit: _____ feet		Aerobic unit: _____ feet
*Water line to:	*Body of water to: N/A ☐	
Septic tank: _____ feet	Septic tank: _____ feet	
Seepage system: _____ feet	Seepage system: _____ feet	
Sand filter: _____ feet	Sand filter: _____ feet	
Effluent tile: _____ feet	Effluent tile: _____ feet	
Effluent discharge: _____ feet	Effluent discharge: _____ feet	
Aerobic unit: _____ feet	Aerobic unit: _____ feet	

Comments:

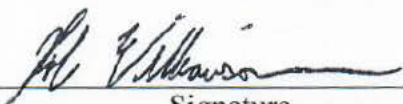
This section is to include any maintenance (pumping) repairs or problems in the history of the septic system. Write any observations and/or conclusions made by probing or excavating the seepage field or sand filter. A serial distribution system must include the condition of each level of field or trench.

The septic tank does not need to be pumped at this time but it should be checked regularly and pumped as needed in the future. The seepage field is undersized for this house. This septic system appears to be functioning at this time.

This is the condition I found the septic system on this day. This evaluation is not and should not be considered a guarantee nor does it imply warranty of how the sewage disposal system may function at any time in the future.

Rob Williamson

Inspector's Name (print)



Signature

08-16-21

Date

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the _____ day of _____, 2021

between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and Robert M. Osenga & Candice J.M. Osenga

Chad Parker & Roxanna Parker

(if more than one Lessee, cross out 2 of the following that do not apply) (as joint tenants) (as tenants in common) (as tenants by the entirety) of , Bloomington, County of McLean, State of Illinois, hereinafter called "Lessee,"

WITNESSETH

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. PREMISES. The City leases to Lessee the following described real estate owned by the City in the vicinity of Lake Bloomington, Illinois as follows:

Lot 7 in Block 1 in Camp Kickapoo according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

2. TERM OF LEASE. The term of this Lease shall be for a term commencing (**cross out the one that does not apply**) (on the date of this Lease) (on January 1 following the date of this Lease) and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.
3. RENT.

LESSEE'S NOTICE: This lease form, including the rental rate, is currently under review by the City of Bloomington City Council (see City Code: Chapter 23, Section 58). Once City staff has completed the updates to the lease form, it will be provided to you and will thereafter be subject to City Council approval. Note for leases with an end date, prior to this transfer, of January 1, 2032 or earlier, the updated lease form is likely to include a change in the rental rate of this transfer and therefore, the rate change will also be applied to this lease effective January 1, 2032 to December 31, 2131.

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

- A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:

- 1) If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ (\$.15) per \$100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of

McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.

2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ (\$.15) per \$100 EAV, the rent shall be charged at the rate of 40¢ (\$.40) per \$100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.

3) If the Lessee is not eligible for the 15¢ (\$.15) or 40¢ (\$.40) per \$100 EAV rental rate, the rent shall be charged at the rate of _____¢ (\$._____) per \$100 EAV.

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.

4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.
5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.
6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.

7. **WATER.** Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.
8. **GARBAGE.** City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.
9. **ASSIGNMENT.** Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.
10. **RULES & REGULATIONS.** Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.
11. **USE OF AND ACCESS TO LAKE.** Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.
12. **TREE CUTTING.** No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.
13. **DEFAULT.** If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.
14. **TERMINATION BY LESSEE.** Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any

improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.

15. EMINENT DOMAIN. If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between City and Lessee as follows:

That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the leased premises or the improvements located thereon shall be paid to Lessee.

16. PRIOR LEASE TERMINATED. If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.
17. NOTICE. Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

City

City of Bloomington
City Hall
109 E. Olive Street
Bloomington, IL 61701

Lessee Name and Mailing Address

Robert M. Osenga & Candice J.M. Osenga
Chad & Roxanna Parker



Lessee Billing Address

Robert M. Osenga & Candice J.M. Osenga
Chad & Roxanna Parker



18. BINDING EFFECT. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

-Lessor-

-Lessee-

CITY OF BLOOMINGTON

By:

Its Mayor

Attest:

City Clerk





115 E. Washington St.
Bloomington, IL 61702-3157
www.cityblm.org/publicworks
Phone: (309) 434-2225
Fax: (309) 434-2201

SUPPLEMENTAL LEASE AGREEMENT

This Agreement is entered into by and between the City of Bloomington, McLean County, Illinois, a Municipal Corporation, (hereinafter, "Lessor") and Robert M. and Candice J.M. Osenga and Chad and Roxanna Parker, (hereinafter, "Lessees") and is intended by the parties to be incorporated into and made a part of the lake lot lease between the parties for Lot 7 in Block 1 in Camp Kickapoo and enforceable under the terms of said lease.

WHEREAS, on August 16, 2021, the McLean County Health Department received a septic system evaluation regarding the above-mentioned property, attached hereto and labeled Exhibit A, noting several deficiencies in the septic system; and,

WHEREAS, in consideration for the City of Bloomington entering into a lease agreement with lessees, lessees agree to perform the actions set forth in this agreement.

Now, therefore, the parties agree as follows:

1. Within six (6) months of the execution of the agreement, and prior to occupying the residence, lessees agree to perform the following:
 - a. Re-route the water softener so that it does not discharge to the septic system.
 - b. Prevent the basement floor drain from being used as a discharge point for sewage producing fixtures.
2. Lessees may use the existing septic system provided that:
 - a. Lessees perform as required in paragraph 1 of this agreement; and
 - b. Lessees maintain a residence on the premises of 3 bedrooms with no garbage disposal or less; and
 - c. The existing system meets all codes and regulations of all government agencies with jurisdiction over the premises, and
 - d. The existing system does not fail.
3. If the existing system fails or needs to be replaced, lessees shall install, within 90 days, a new septic system upon the leased premises that meets all codes and regulations of all government agencies with jurisdiction over the premises.
4. In the event that lessees construct or occupy a residence with more than the current number of bedrooms or the installation of a garbage disposal, lessees shall install a septic system meeting the requirements for a residence of that size meeting all codes and regulations of all government agencies with jurisdiction over the premises.
5. Prior to any construction or demolition activity upon the premises including, included but not limited to, residential construction, septic system installation or maintenance, all adversely affected trees must be assessed according to the City of Bloomington tree assessment policy and payment made to the City for the assessed value of the affected trees. A copy of the City of Bloomington tree assessment policy has been provided to the lessees.
6. Any construction project occurring on the premises must comply with all codes and regulations of all governmental agencies having jurisdiction over the premises in effect at the time of construction.
7. Septic tank to be pumped no later than September 27, 2024, and once every three years following. Proof of pumping shall be submitted to the City of Bloomington.



115 E. Washington St.
Bloomington, IL 61702-3157
www.cityblm.org/publicworks
Phone: (309) 434-2225
Fax: (309) 434-2201

8. Septic system shall be evaluated by a McLean County Health Department approved septic evaluator no later than September 27, 2024, and once every three years following. Proof of evaluation shall be submitted to the City of Bloomington.
9. This supplemental lease agreement shall be enforceable under the terms of the lease it supplements in the same manner and to the same extent as if fully set forth in the terms of the lease. Failure to comply with the terms of this agreement will be construed as a failure to comply with the terms of the lease and may be considered a breach of said lease.

LESSOR:

City of Bloomington,
a Municipal Corporation

By: _____
Mboka Mwilambwe, Mayor

ATTEST: _____
Leslie Smith-Yocum, City Clerk

LESSEES:

Robert M. Osenga, Lessee

Candice J.M. Osenga, Lessee

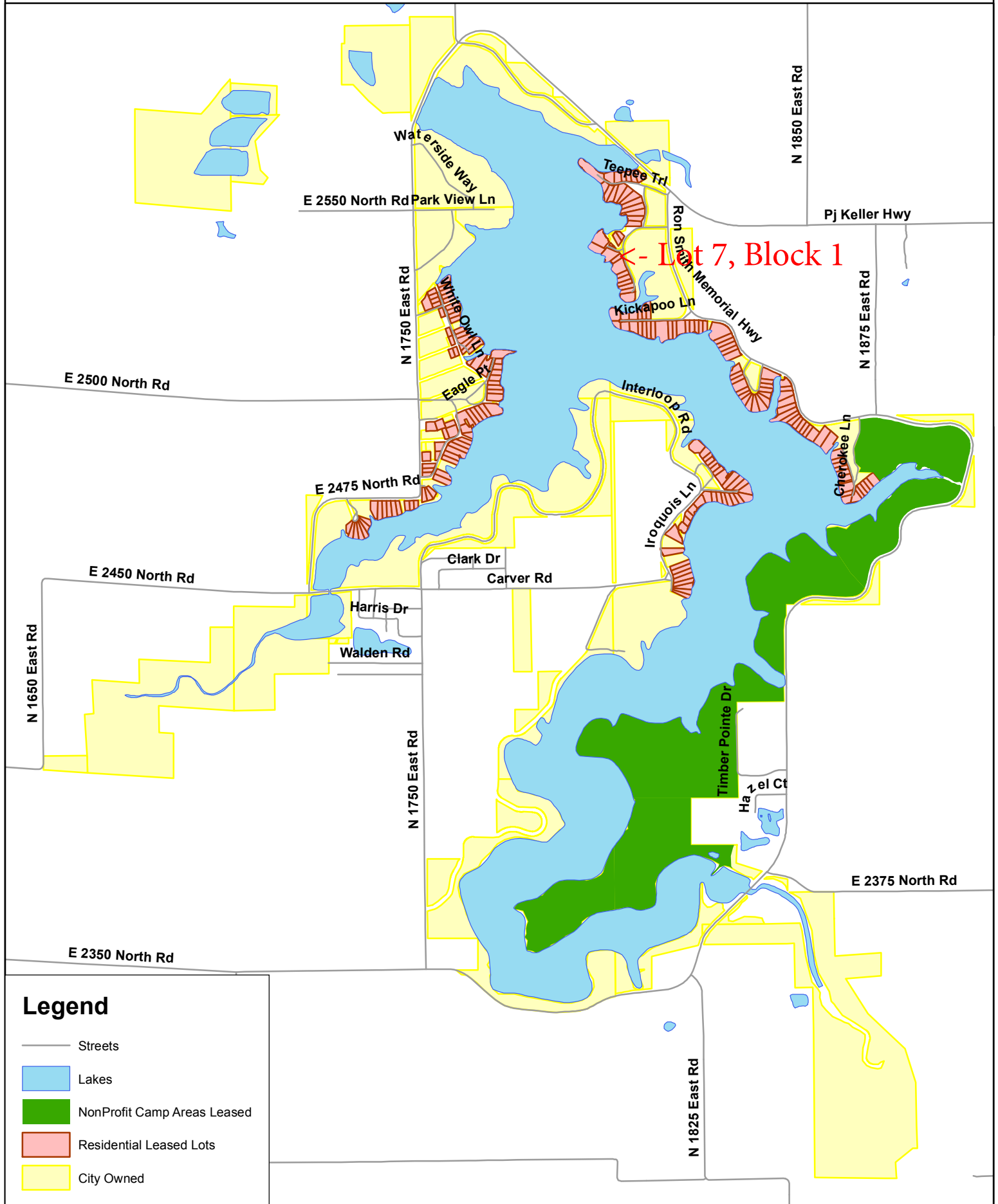
Chad Parker, Lessee

Roxanna Parker, Lessee

Lake Bloomington Lease Map



0 1,000 2,000
Feet
Date: 4/23/2021



Legend

- Streets
- Lakes
- NonProfit Camp Areas Leased
- Residential Leased Lots
- City Owned

CAMP KICKAPOO

ON EAST SHORE OF
LAKE BLOOMINGTON

SCALE IN FEET
0 100 200 300 400 500
K113 • MAILING ADDRESS 1/86

<- Lot 7, Block 1

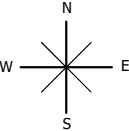
RETRACED ON JULY 23, 1973 FROM A PRINT OF A TRACING MADE AUGUST 20, 1943 OF THE ORIGINAL PLAT.
(NO DATE AVAILABLE FOR THE ORIGINAL PLAT)

CAMP KICKAPOO LAKE BLOOMINGTON		
CITY OF BLOOMINGTON, ILLINOIS 61701		
OFFICE OF THE CITY ENGINEER		
PLAT SCALE	DEPT. SCALE	FILE NO.
REU	7/23/73	LB-1
REU	7/23/73	SHT. 1 OF 1

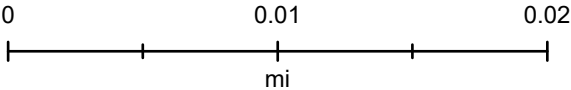
25292 Hiawatha LN Structure Map



- Addresses - full label
- Parcels
- PIN



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



1 inch = 47 feet





REGULAR AGENDA



REGULAR AGENDA ITEM NO. 8.A

FOR COUNCIL: September 27, 2021

SPONSOR: Economic & Community Development Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on a Resolution in Support of the Bloomington Historic Preservation Plan, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

- Objective 4e. Strong partnership with residents and neighborhood associations
- Objective 4c. Preservation of property/home valuations
- Objective 4b. Upgraded quality of older housing stock

BACKGROUND: The Lakota Group will be delivering a presentation on the proposed Historic Preservation Plan for the City. The link to the 256-page Bloomington Community Preservation Plan can be found as attachment 1C at the bottom of the memo.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The final Historic Preservation Plan is the result of extensive outreach and public input, described in the narrative of the plan itself.

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: The plan promotes a number of items and themes within the City's Comprehensive Plan, particularly as related to neighborhoods and economic development.

Respectfully submitted for Council consideration.

Prepared by: Kimberly Smith, Asst Economic & Community Development Director

Reviewed by:



Melissa Hall, Economic and Community Development Director

9/21/2021



Chris Tomertin, Budget Manager

9/22/2021



Jeffrey R. Jurgens, Corporation Counsel

9/23/2021



Tara Henry, Legislative Assistant & Records Manager

9/23/2021

Attachments:

- E&CD 1B Resolution
- E&CD 1C Bloomington Community Preservation Plan

RESOLUTION NO. 2021 - ____

A RESOLUTION IN SUPPORT OF THE BLOOMINGTON HISTORIC PRESERVATION PLAN

WHEREAS, the City of Bloomington is a home-rule municipality operating in McLean County, Illinois; and

WHEREAS, “Bring It On Bloomington,” the City’s comprehensive plan adopted in 2015, encourages a strong preservation program within the City; and

WHEREAS, in August 2021, the Historic Preservation Commission, its steering committee, and the Lakota Group completed a draft of the Bloomington Historic Preservation Plan; and

WHEREAS, the plan was made possible by an Illinois Historic Preservation Grants in Aid CLG Grant awarded in July of 2019; and

WHEREAS, the Bloomington Historic Preservation Commission reviewed the draft plan on August 19, 2021 and took formal action to accept and acknowledge the plan.

NOW, THEREFORE, BE IT RESOLVED BY THE City Council of the City of Bloomington, McLean County, Illinois, as follows:

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

Section 2. That the City of Bloomington does hereby accept and acknowledge the Bloomington Historic Preservation Plan.

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

PASSED this 27th day of September 2021.

APPROVED this ____ day of September 2021.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



REGULAR AGENDA ITEM NO. 8.B

FOR COUNCIL: September 27, 2021

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on an Ordinance Amending the Budget Ordinance for the Fiscal Year ending April 30, 2022, as it relates to the City's Overhead Sewer Program, in the amount of \$210,000, as requested by the Administration Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

- Goal 5. Great Place - Livable, Sustainable City
- Goal 4. Strong Neighborhoods
- Goal 2. Upgrade City Infrastructure and Facilities
- Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5a. Well-planned City with necessary services and infrastructure
- Objective 4d. Improved neighborhood infrastructure
- Objective 2c. Functional, well maintained sewer collection system
- Objective 1d. City services delivered in the most cost-effective, efficient manner
- Objective 1a. Budget with adequate resources to support defined services and level of services

BACKGROUND: The City is recommending an increase in funding for its Overhead Sewer Program by \$210,000 to \$250,000 as part of an overall program to impact drainage in the community. Currently the program is funded at \$40,000 and the City has had limited participation over the last few years; however, it is expected that the number of applicants will grow significantly going forward based on renewed attention in the wake of recent heavy rains and associated flooding.

Staff is also planning to present plans to cover a larger percentage of program costs and to give residents flexibility in repayment in the near future.

Budget Amendment process: While item details are included in the budgeting documentation and process, budget totals are appropriated via the 'Budget and Appropriation Ordinance' - at the Fund Level. Budget total expenditures exceeding the appropriated fund total must be supported with an Ordinance Amendment. While detail changes later in the fiscal year may not include an amendment, given projections indicate the total approved appropriation may not be exceeded, material changes early in the fiscal year often include an amendment - as it is assumed all other expenditures for the remainder of the year, will occur as budgeted. Therefore, this recommendation includes a budget ordinance amendment.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the FY2022 Sanitary Sewer Budget will be amended by \$210,000. The Sanitary Sewer-Other Purchased Services account (51101100-70690) will be utilized to pay for the expenditures. See the “Exhibit” for additional account details. Stakeholders can find the original budgeted amount in the FY 2022 Budget Book titled “Other Funds & Capital Improvement” on page 139.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Billy Tyus, Deputy City Manager

Reviewed by:



Billy Tyus, Deputy City Manager

9/24/2021



Chris Tomertin, Budget Manager

9/23/2021



Jeffrey R. Durgens, Corporation Counsel

9/23/2021



Tara Henry, Legislative Assistant

9/24/2021

Attachments:

- PW 1B Ordinance Overhead Sewer Program
- PW 1C Ordinance Exhibit_Overhead Sewer Program

ORDINANCE NO. 2021 - ____

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2022**

WHEREAS, on April 12, 2021, by Ordinance Number 2021-24, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Beginning May 1, 2021, and Ending April 30, 2022, City of Bloomington, which Ordinance was approved by Mayor Tari Renner on April 14th, 2021; and

WHEREAS, a Budget Amendment is needed amending the Fiscal Year 2022 Budget, in the amount of \$210,000, to increase the budget for Overhead Sewer Program by \$210,000 as requested by the Administration, Public Works and Finance Departments.

NOW, THEREFORE, BE IT ORDAINED BY THE City Council of the City of Bloomington, McLean County, Illinois, as follows:

Section One: Ordinance Number 2021-24 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2022) is further hereby amended by inserting the following line items and amount presented in the Exhibit and in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2021-24 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2021-24.

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

PASSED this 27th day of September 2021.

APPROVED this ____ day of September 2021.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

FY 2022 Budget Amendment-Exhibit

Account #	Fund	Account Description	Amount	Comments
51101100-40000	Sanitary Sewer	Use of Fund Balance	\$ (210,000.00)	
51101100-70690	Sanitary Sewer	Other Purchased Services	\$ 210,000.00	
Net Transaction:			\$ -	



REGULAR AGENDA ITEM NO. 8.C

FOR COUNCIL: September 27, 2021

SPONSOR: Legal Department and Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on an Ordinance Authorizing the Mayor and City Manager to Approve Agreements, Contracts, Land Acquisition, and Related Documents Associated with Budgeted Water, Sewer and Stormwater Infrastructure Improvement Projects, as requested by the Legal Department and the Public Works Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

-Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

-Objective 2c. Functional, well maintained sewer collection system

BACKGROUND: Consistent with discussion by the City Council, staff is bringing forward an ordinance to help expedite the process associated with projects making various water, sewer and stormwater infrastructure improvements. Specifically, the proposed ordinance authorizes the Mayor and City Manager to approve agreements (e.g., construction, design, evaluations, studies, land acquisition, etc.) for City water, sewer and stormwater infrastructure projects where funding has been approved in the City budget.

The City Manager currently has spending authority up to \$50,000.00. This ordinance increases that authority, solely for purposes of water, sewer and stormwater infrastructure projects, up to the budgeted amount through April 30, 2023, to allow for the execution and processing of these contracts on a more expedited basis.

Although these agreements would not need to come back before the City Council for approval, the ordinance does require the City Manager to report to the City Council, at its regular meeting, any contracts for design and/or construction that were approved by the Mayor and City Manager since the last Council meeting. The Mayor was included as a signatory requirement for the contracts as an additional check and balance for the process.

In addition to the budget limitation and involvement by the Mayor, agreements are also subject to the applicable bidding requirements. Any contracts for design or plan work would also still be subject to the qualification-based selection process and any agreement for land acquisition is also required to be based on certified appraisals or waiver valuations of the land.

By authorizing the Mayor and City Manager to execute these agreements, it is estimated to cut approximately 30 days of "administration" time to the contracting process and thus get vendors to work more quickly on these high priority infrastructure projects.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

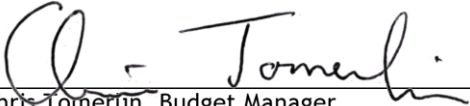
FINANCIAL IMPACT: As the expanded authority is limited by the budget, no financial impact is expected if the Ordinance is approved.

COMMUNITY DEVELOPMENT IMPACT: Expediting the process for improving the City's sewer and stormwater infrastructure is expected to have a positive impact on community development within the City.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey Jurgens, Corporation Counsel

Reviewed by:


Chris Tomerlin, Budget Manager

9/2/2021


Jeffrey R. Jurgens, Corporation Counsel

9/7/2021


Tara Henry, Legislative Assistant & Records Manager

9/23/2021

Attachments:

- LGL 2B Ordinance_Infrastructure Expedited Process

ORDINANCE NO. 2021 - ____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO APPROVE AGREEMENTS, CONTRACTS, LAND ACQUISITION, AND RELATED DOCUMENTS ASSOCIATED WITH BUDGETED WATER, SEWER AND STORMWATER INFRASTRUCTURE IMPROVEMENT PROJECTS

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

WHEREAS, the City of Bloomington is a home-rule municipality located in the County of McLean, State of Illinois; and

WHEREAS, the City has a 2014 City of Bloomington Stormwater and Sewer Master Plan that calls for various improvements to City infrastructure regarding stormwater and sewers, and City staff is additionally identifying projects to improve the City's stormwater and sewer system (hereinafter collectively "Stormwater & Sewer Improvements"); and

WHEREAS, the City Council finds it in the best interest of the City to expedite and streamline the approval process associated with improving the City's stormwater and sewer infrastructure as set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE City Council of the City of Bloomington, McLean County, Illinois, as follows:

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

SECTION 2. Subject to the restrictions in Section 3, the Mayor and City Manager are authorized to approve any and all agreements, contracts or related documents, including change orders and amendments, for evaluations, studies, design plans, design work, or construction observation and construction work and projects, land acquisition, easements, and/or purchases related to the City's Stormwater & Sewer Improvements, including ancillary or associated improvements and components.

SECTION 3. The approval authority set forth in Section 2 shall be subject to the following conditions and restrictions:

- A. No agreements or contracts may be approved by the Mayor and City Manager unless there are appropriated funds identified in the existing current fiscal year City budget sufficient to cover the costs of the agreement or contract.
- B. All agreements or contracts for land acquisition shall be based on certified appraisals or waiver valuations which shall be documented by Public Works and submitted in writing to the City Manager.
- C. All agreements or contracts for construction approved pursuant to Section 2 shall follow the applicable bidding requirements set forth in the City Code or as required by other applicable law.

- D. All agreements or contracts for design or engineering work shall follow the qualification selection process set forth in the City Code or as required by other applicable law. The City's most recent Professional Architectural & Engineering Services RFQ (2019-34) ordinance or replacement ordinance may be used for selection of qualified engineers, architects and surveyors.

SECTION 4. The City Manager shall report to the City Council, at its regular meeting, any agreements or contracts for design and/or construction that were approved by the Mayor and City Manager since the last Council meeting under the authority granted in Section 2.

SECTION 5. The provisions in Chapter 16 on the approval of contracts and spending authority that are in conflict with the provisions of this Ordinance are hereby suspended and superseded by the provisions of this Ordinance where in conflict and while this Ordinance is in force and effect.

SECTION 6. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 7. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 7. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 8. This Ordinance shall be effective immediately after the date of its publication as required by law and shall remain in full force and effect until April 30, 2023.

SECTION 9. This Ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 27th day of September 2021.

APPROVED this _____ day of September 2021.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



REGULAR AGENDA ITEM NO. 8.D

FOR COUNCIL: September 27, 2021

SPONSOR: Legal Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on a Resolution Regarding Housing Rehabilitation for those affected by the June 2021 Flooding Event, as requested by the Legal Department.

RECOMMENDED MOTION: *Option A:* A Resolution in Support of Utilizing the Illinois Housing Development Authority Rehabilitation Program, as well as the Creation and Funding of a Similar Local Program, to Assist Qualified Residents with the 2021 Flooding Event, and Providing Direction to City Staff on Next Steps, be approved; *Option B:* A Resolution in Support of Utilizing the Illinois Housing Development Authority Rehabilitation Program to Assist Qualified Residents with the 2021 Flooding Event, as well as Potential Future Funding of a Similar Program, and Providing Direction to City Staff on Next Steps, be approved; *Option C:* A Resolution in Support of Utilizing the Illinois Housing Development Authority Rehabilitation Program to Assist Qualified Residents with the 2021 Flooding Event and Providing Direction to City Staff on Next Steps, be approved.

STRATEGIC PLAN LINK:

-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

-Objective 4e. Strong partnership with residents and neighborhood associations

BACKGROUND: On August 9, 2021, Council Member Mollie Ward submitted an agenda initiative proposal to direct City staff to create a plan to provide near-term financial assistance to residents whose property was flooded with sewage during the storms of June 25/26, 2021. This initiative was discussed at the Committee of the Whole meeting on August 16, 2021, at which time a majority of the City Council decided they wanted to discuss it further and have staff investigate. The initiative was again discussed at the Committee of the Whole on September 20, 2021, at which time there was a consensus to bring forward a formal action item on the initiative and aid for housing rehabilitation. At that meeting, there was specific discussion about creating a local program, similar to the Illinois Development Housing Authority, that would assist with housing rehabilitation once funding for the State program is depleted.

In line with the discussion at the last meeting, three alternate resolutions were prepared for the Council to consider and on which to take action. The first resolution directs staff to bring back an ordinance establishing a locally funded housing rehabilitation program, along with a budget ordinance amendment, in the amount of \$250,000.00, to fund said program. The second resolution requires an ordinance establishing a local program to be brought back to the Council at the time the State program gets depleted to \$100,000. The third resolution does not have a local program component but does speak in favor of the State program being used to assist victims of the flooding event.

In lieu of creating a new local program under either of the first two resolutions, they also leave open the door of being able to add funding to the State or a similar existing program if feasible.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Approval of any of the resolutions will not have a financial impact, although approval of either of the first two resolutions may lead the way to a necessary future budget amendment, in the amount of \$250,000.00, should the Council ultimately establish a local program to assist with housing rehabilitation and/or add additional funding to the state program.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Jeffrey Jurgens, Corporation Counsel

Attachments:

- LGL 1B Council Initiative_Mollie Ward_Financial Assistance for June 2021 Flood
- LGL 1C Option A: Housing Rehabilitation Resolution
- LGL 1D Option B: Housing Rehabilitation Resolution
- LGL 1E Option C: Housing Rehabilitation Resolution



**MAYOR & COUNCIL MEMBER
AGENDA INITIATIVE PROPOSAL FORM**

SPONSOR: Ward 7 Alderwoman Mollie Ward

PROPOSED INITIATIVE:

Direct City Staff to create a plan to provide near-term financial assistance to residents whose property was flooded with sewage during the storms of June 25/26, 2021. This plan should take into account factors such as residents' income levels, eligibility for other assistance, and insurance coverage as well as City collaboration with other officials and entities to draw on resources from the State of Illinois and other agencies as available.

ESTIMATED CITY STAFF TIME TO RESEARCH & PREPARE FULL COUNCIL MEMO ON PROPOSED INITIATIVE, INCLUDING BACKGROUND AND ANY NECESSARY RESEARCH:

- ☐ Nominal (less than 5 hours)
☒ Moderate (5 to 10 hours)
☐ Significant (more than 10 hours)

ESTIMATED COST OF PROPOSED INITIATIVE: unknown

WILL THE PROPOSED INITIATIVE REQUIRE A BUDGET AMENDMENT?

- ☒ Yes
☐ No

WHAT CITY PROGRAMS OR STAFF ACTIVITIES ARE PROPOSED TO BE CUT OR REDUCED IN LIEU OF THE PROPOSED INITIATIVE, IF ANY:

eSigned via SeamlessDocs.com
M.C. Ward+
Key: 8e44c1dfbc3400bc6e48f408eea20982

SPONSOR SIGNATURE

08/09/2021

DATE SUBMITTED

RESOLUTION NO. 2021 - _____

A RESOLUTION IN SUPPORT OF UTILIZING THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY REHABILITATION PROGRAM, AS WELL AS THE CREATION AND FUNDING OF A SIMILAR LOCAL PROGRAM, TO ASSIST QUALIFIED RESIDENTS WITH THE 2021 FLOODING EVENT, AND PROVIDING DIRECTION TO CITY STAFF ON NEXT STEPS

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

WHEREAS, on June 25, 2021 - June 26, 2021, an excessive rainfall occurred within the City that was atypical and with the intensity of an extraordinary rainfall event; and

WHEREAS, the flooding caused property damage throughout the City, including what is believed to be structural damage to certain residences; and

WHEREAS, residents have come forward with no to limited means of rehabilitating their properties; and

WHEREAS, there is currently a shortage of housing within the City, including specifically what is often times considered affordable housing; and

WHEREAS, various programs offered by the government and non-profit organizations address the need for property rehabilitation and offer various solutions; and

WHEREAS, the City desires to address relief and assistance to citizens to address housing sustainability issues, notwithstanding that the City is not liable in tort or otherwise for damage suffered as a result of the extraordinary rainfall event; and

WHEREAS, the City Council finds it in the best interest of the City that this Resolution be adopted giving City staff direction regarding the need for continued aid and assistance to the City’s flood victims.

NOW, THEREFORE, BE IT RESOLVED BY THE City Council of the City of Bloomington, McLean County, Illinois, as follows:

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

Section 2. The City shall make it a priority to provide assistance to the residents most in need as a result of the flooding and as set forth herein. Specifically, City staff shall:

- (A) Take action to re-open the Illinois Development Housing Authority property rehabilitation program (“Rehabilitation Program”)
- (B) Identify any other governmental and/or non-profit programs that may assist residents with needs stemming from the flooding event.
- (C) Promote the Rehabilitation Program and other assistance programs within the community.
- (D) Draft and bring back an ordinance creating a local program that mirrors the IDHA Rehabilitation Program. The local program shall stand ready to

- supplement the IDHA Rehabilitation Program once its funding has depleted. The ordinance creating the program shall be brought back before the City Council for formal consideration no later than October 25, 2021.
- (E) Draft and bring back an ordinance amending the budget setting the initial funding of the City's local rehabilitation program at \$250,000. The budget amendment shall take the money from reserves and shall be brought back before the City Council for formal consideration no later than October 25, 2021.
 - (F) In lieu of creating and funding a local program, if feasible, City staff may also bring forward the option to supplement the funding of Rehabilitation Program (or similar government rehabilitation program) with local funding thereby extending and continuing such programs.
 - (G) Monitor the funding availability within both the Rehabilitation Program and/or local program and regularly report on same to the City Council.

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

PASSED this 27th day of September 2021.

APPROVED this _____ day of September 2021.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

RESOLUTION NO. 2021 - _____

**A RESOLUTION IN SUPPORT OF UTILIZING THE ILLINOIS HOUSING DEVELOPMENT
AUTHORITY REHABILITATION PROGRAM TO ASSIST QUALIFIED RESIDENTS WITH THE 2021
FLOODING EVENT, AS WELL AS POTENTIAL FUTURE FUNDING OF A SIMILAR PROGRAM,
AND PROVIDING DIRECTION TO CITY STAFF ON NEXT STEPS**

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

WHEREAS, on June 25, 2021 - June 26, 2021, an excessive rainfall occurred within the City that was atypical and with the intensity of an extraordinary rainfall event; and

WHEREAS, the flooding caused property damage throughout the City, including what is believed to be structural damage to certain residences; and

WHEREAS, residents have come forward with no to limited means of rehabilitating their properties; and

WHEREAS, there is currently a shortage of housing within the City, including specifically what is often times considered affordable housing; and

WHEREAS, various programs offered by the government and non-profit organizations address the need for property rehabilitation and offer various solutions; and

WHEREAS, the City desires to address relief and assistance to citizens to address housing sustainability issues, notwithstanding that the City is not liable in tort or otherwise for damage suffered as a result of the extraordinary rainfall event; and

WHEREAS, the City Council finds it in the best interest of the City that this Resolution be adopted giving City staff direction regarding the need for continued aid and assistance to the City’s flood victims.

NOW, THEREFORE, BE IT RESOLVED BY THE City Council of the City of Bloomington, McLean County, Illinois, as follows:

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

Section 2. The City shall make it a priority to assist the residents most in need as a result of the flooding, including the potential for the creation and funding of a local housing rehabilitation program. Specifically, City staff shall:

- (A) Take action to re-open the Illinois Development Housing Authority property rehabilitation program (“Rehabilitation Program”)
- (B) Identify any other governmental and/or non-profit programs that may assist residents with needs stemming from the flooding event.
- (C) Promote the Rehabilitation Program and other assistance programs within the community.

- (D) Monitor the funding availability within the Rehabilitation Program and regularly report on same to the City Council. If the funding gets to \$100,000, bring for the City Council's formal consideration: (1) an ordinance creating a similar local rehabilitation program to address the City's housing and public needs; or (2) an ordinance or other appropriate approvals to supplement the Rehabilitation Program (or similar government rehabilitation program) with local funding. At said time, the budget amendment ordinance to initially fund the local program and/or supplement funds to another similar government program, shall be brought forward in the amount of \$250,000.

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

PASSED this 27th day of September 2021.

APPROVED this _____ day of September 2021.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

RESOLUTION NO. 2021 - _____

**A RESOLUTION IN SUPPORT OF UTILIZING THE ILLINOIS HOUSING DEVELOPMENT
AUTHORITY REHABILITATION PROGRAM TO ASSIST QUALIFIED RESIDENTS WITH THE 2021
FLOODING EVENT AND PROVIDING DIRECTION TO CITY STAFF ON NEXT STEPS**

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

WHEREAS, on June 25, 2021 - June 26, 2021, an excessive rainfall occurred within the City that was atypical and with the intensity of an extraordinary rainfall event; and

WHEREAS, the flooding caused property damage throughout the City, including what is believed to be structural damage to certain residences; and

WHEREAS, residents have come forward with no to limited means of rehabilitating their properties; and

WHEREAS, there is currently a shortage of housing within the City, including specifically what is often times considered affordable housing; and

WHEREAS, various programs offered by the government and non-profit organizations address the need for property rehabilitation and offer various solutions; and

WHEREAS, the City desires to address relief and assistance to citizens to address housing sustainability issues, notwithstanding that the City is not liable in tort or otherwise for damage suffered as a result of the extraordinary rainfall event; and

WHEREAS, the City Council finds it in the best interest of the City that this Resolution be adopted giving City staff direction regarding the need for continued aid and assistance to the City’s flood victims.

NOW, THEREFORE, BE IT RESOLVED BY THE City Council of the City of Bloomington, McLean County, Illinois, as follows:

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

Section 2. The City shall make it a priority to highlight and provide assistance, through existing programs to the residents most in need as a result of the flooding and as set forth herein. Specifically, City staff shall:

- (A) Take action to re-open the Illinois Development Housing Authority property rehabilitation program (“Rehabilitation Program”)
- (B) Identify any other governmental and/or non-profit programs that may assist residents with needs stemming from the flooding event.
- (C) Promote the Rehabilitation Program and other assistance programs within the community.

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

PASSED this 27th day of September 2021.

APPROVED this _____ day of September 2021.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk