



**CITY OF
BLOOMINGTON
COUNCIL MEETING
AUGUST 24, 2020**



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

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

PUBLIC COMMENT

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

CONSENT AGENDA

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

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

PUBLIC HEARING

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

REGULAR AGENDA

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

MAYOR AND COUNCIL MEMBERS

Mayor, At-Large - Tari Renner

City Council Members

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

City Manager - Tim Gleason

Deputy City Manager - Billy Tyus

CITY LOGO DESIGN RATIONALE

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

MISSION, VISION, AND VALUE STATEMENT

MISSION

To Lead, Serve and Uplift the
City of Bloomington

VISION

A Jewel of the Midwest Cities

VALUES

Service-Centered,
Results-Driven,
Inclusive

STRATEGIC PLAN GOALS

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

AGENDA



REGULAR SESSION CITY COUNCIL MEETING AGENDA
CITY COUNCIL CHAMBERS
109 EAST OLIVE STREET, BLOOMINGTON, IL 61701
MONDAY, AUGUST 24, 2020, 6:00 P.M.

THIS MEETING WILL BE HELD VIRTUALLY. LIVE STREAM AVAILABLE AT:
www.cityblm.org/live

Prior to 15 minutes before the start of the meeting, 1) those persons wishing to provide public comment or testify at the meeting must register at www.cityblm.org/register, and/or 2) those persons wishing to provide written comment must email their comments to publiccomment@cityblm.org.

Members of the public may also attend the meeting at City Hall. Attendance will be limited to the lesser of 50 persons or 50% of room capacity and will require compliance with City Hall COVID-19 protocols and social distancing.

The rules for participation and attendance may be subject to change due to changes in law or to executive orders relating to the COVID-19 pandemic occurring after the publication of this agenda. Changes will be posted at www.cityblm.org/register.

1. Call to Order
2. Pledge of Allegiance to the Flag
3. Remain Standing for a Moment of Silent Prayer
4. Roll Call
5. COVID-19 Update by City Manager
6. Recognition/Appointments
 - A. Recognition of Appointments to various Boards and Commissions, as requested by the Administration Department. (*Recommended Motion: None; recognition only.*)
7. Public Comment

This meeting is being held virtually via live stream. Public comment will be accepted up until 15 minutes before the start of the meeting. Written public comment must be emailed to publiccomment@cityblm.org and those wishing to speak Live must register at <https://www.cityblm.org/register>.
8. Consent Agenda

Electronic Roll Call Vote

- A. Consideration and action to approve Bills and Payroll in the amount of \$8,467,417.81, as requested by the Finance Department. (*Recommended Motion: The proposed Bills and Payroll be approved.*)
- B. Consideration and action to approve a Contract with CDM Smith Inc. for a Water Rate Study, in the amount not to exceed \$214,809, utilizing RFQ #2019-34, as requested by the Public Works Department. (*Recommended Motion: The proposed Contract be approved.*)
- C. Consideration and action to approve a Contract with Tarlton Corporation in the amount of \$600,000 for repairs to the Arena and Market Street Parking Garages (Bid #2021-12), as requested by the Facilities Department. (*Recommended Motion: The proposed Contract be approved.*)
- D. Consideration and action on a Resolution Approving an Intergovernmental Agreement with McLean County Regarding Use of the Arena as a Voting Center and Authorizing the City Manager to Enter Into an Agreement with the Bloomington Election Commission for Use of the Arena for Voting Purposes, as requested by the Legal Department. (*Recommended Motion: The proposed Resolution be approved.*)
- E. Consideration and action on an Ordinance Amending Chapter 23 of the City Code on Boat Docks and Approving Certain Access Easements and a Dock Agreement at Lake Bloomington, as requested by the Legal Department and the Public Works Department. (*Recommended Motion: The proposed Ordinance be approved.*)
- F. Consideration and action on an Ordinance Approving Minor Text Amendments, Modifications, and Deletions to the Bloomington Zoning Ordinance, Chapter 44 of the Bloomington City Code, as requested by the Community Development Department. (*Recommended Motion: The proposed Ordinance be approved.*)
- G. Consideration and action to approve the Application of Aldi, Inc., d/b/a Aldi, Inc. #54R, to be located at 907 Maple Hill Road, 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.*)
- H. Consideration and action to approve the Application of Ralben, Inc., d/b/a Cadillac Jacks, located at 1507 S. Main St., requesting to redefine their approved area for service and consumption to allow an expanded Outdoor Service and Consumption Area, as requested by the City Clerk Department. (*Recommended Motion: The proposed redefined premises be approved on the condition the Outdoor Service and Consumption Area closes at midnight Sunday through Thursday and closes at 2:00 a.m. on Friday and Saturday; and contingent on taxes for Bentley Motors, Inc. being paid current; and contingent upon compliance with all building, health, and safety codes.*)
- I. Consideration and action to approve a Lake Bloomington Lease Transfer of Lot 15 in Block 1 in Peoria Pointe, from Donald and Sharon Morkin to the petitioners, Leslie and Van Friederich, as requested by the Public Works Department. (*Recommended Motion: The proposed Lease Transfer be approved.*)

- J. Consideration and action to approve a Lake Bloomington Lease Transfer of Lot 5 and 1/2 of 6 in Peoria Point, from Linda Thorson to the petitioner, Mark C. Schuler, as requested by the Public Works Department. *(Recommended Motion: The proposed Lease Transfer be approved.)*

9. Regular Agenda

Electronic Roll Call Vote

- A. Presentation and discussion of Public Works project updates, as requested by the Public Works Department. *(Recommended Motion: None; presentation only.) (Presentation by Kevin Kothe, PE, Director of Public Works, 10 minutes; and City Council discussion, 10 minutes.)*
- B. Consideration and potential action regarding Ordinance 2020-18, An Ordinance Declaring a Local Emergency Due to the COVID-19 Virus & Enacting Various Emergency Measures, as requested by the Legal Department. *(Recommended Motion: No modifications recommended at this time.) (Presentation by Tim Gleason, City Manager, 5 minutes; and City Council discussion, 5 minutes.)*

10. Finance Director's Report

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

11. City Manager's Discussion

12. Mayor's Discussion

13. Council Member's Discussion

14. Executive Session - Cite Section

Clerk-led Roll Call Vote

- A. Litigation - Section 2 (c)(11) of 5 ILCS 120 (15 minutes)
- B. Personnel - Section 2 (c)(1) of 5 ILCS 120 (15 minutes)

15. Return to Open Session

Clerk-led Roll Call Vote

16. Direction and Action on Case No. 17-L-133

Clerk-led Roll Call Vote

17. Adjournment

Clerk-led Roll Call Vote

RECOGNITIONS



RECOGNITION/APPOINTMENTS ITEM NO. 6.A

FOR COUNCIL: August 24, 2020

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Recognition of Appointments to various Boards and Commissions, as requested by the Administration Department.

RECOMMENDED MOTION:

None; recognition only.

STRATEGIC PLAN LINK:

-Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The included Appointments are representative of City Council's approval from the August 10, 2020 meeting.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by: Amy Overton, Executive Assistant

Reviewed by:


Billy Iyus, Deputy City Manager

8/19/2020


Tara Henry, Legislative Assistant

8/19/2020

Recommended by:

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Tim Gleason, City Manager

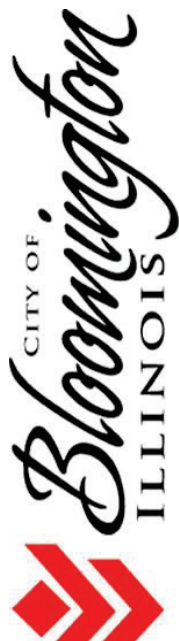
Attachments:

- ADM 1B Recognition of Appointments from 081020_Cultural_Planning_PSCRB



Appointment

Christine Sipula: *Cultural Commission*



Appointment

Sheila Montney: *Planning Commission*



Appointment

Brigitte Black: *Public Safety and Community
Relations Board (PSCRB)*

CONSENT AGENDA



CONSENT AGENDA ITEM NO. 8.A

FOR COUNCIL: August 24, 2020

SPONSOR: Finance Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve Bills and Payroll in the amount of \$8,467,417.81, 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

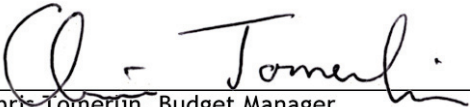
FINANCIAL IMPACT: Total disbursements to be approved \$8,467,417.81 (Payroll total \$2,699,381.60, Accounts Payable total \$4,243,897.66, and Bank Transfers total \$1,409,132.00).

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Support Staff V

Reviewed by:


Chris Tomertin, Budget Manager

8/19/2020


Tara Henry, Legislative Assistant

8/19/2020

Recommended by:

A handwritten signature in black ink, appearing to read 'T. Gleason', is positioned above a horizontal line.

Tim Gleason, City Manager

Attachments:

- FIN 1B Council Finance Summary Report

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
8/14/2020	\$ 2,104,290.52	\$ 548,000.68	\$ 2,652,291.20
8/7/2020	\$ 39,150.65	\$ 7,939.75	\$ 47,090.40
Off Cycle Adjustments			

PAYROLL GRAND TOTAL \$ 2,699,381.60

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total	PCARDS Date Range	Total
8/24/2020	AP General	\$ 3,772,208.17		
	AP JM Scott			
8/24/2020	AP Comm Devel	\$ 31,232.28		
	AP IHDA			
8/24/2020	AP Library	\$ 29,117.82		
8/24/2020	AP MFT	\$ 411,339.39		
8/7/2020-8/17/2020	Out of Cycle	\$ 115,066.55		
5/4/2020-8/5/2020	AP Bank Transfers	\$ 1,409,132.00		
	AP GRAND TOTAL	\$ 5,768,036.21		
			PCARD GRAND TOTAL	

TOTAL \$ 8,467,417.81

Respectfully,

F. Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 8.B

FOR COUNCIL: August 24, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Contract with CDM Smith Inc. for a Water Rate Study, in the amount not to exceed \$214,809, utilizing RFQ #2019-34, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Contract 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 5c. Incorporation of "Green Sustainable" concepts into City's development and plans
- Objective 5b. City decisions consistent with plans and policies
- Objective 4d. Improved neighborhood infrastructure
- Objective 2e. Investing in the City's future through a realistic, funded capital improvement program
- Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service
- Objective 2b. Quality water for the long term
- 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: Public Works is recommending the approval of a contract with CDM Smith Inc. for the Water Rate Study, in the amount not to exceed \$214,809. Through Resolution 2020-21, the City Council approved the Water Infrastructure Master Plan, which provides a solid basis for a water rate evaluation and study. The proposed Water Rate Study will provide a financial and rate assessment for the Public Works Water Division to begin to implement that Master Plan and to:

- ❖ Develop long-term projections of the City's water utility financial requirements considering the recommendations of the water master plan.
- ❖ Conduct a cost of service study to determine the appropriateness of the current rate structure and evaluate alternatives to determine whether a shift in the rate structure is appropriate.

- ✦ Assess the various miscellaneous service charges and fees currently charged to determine their appropriateness and that the fees are fully recovering related costs.
- ✦ Engage citizens of the City of Bloomington and other stakeholders for discussion and resolution of issues of fairness, equity, and water as a human right as they pertain to the financial planning and water rates.

Through Resolution 2019-34, the City Council approved a list of prequalified vendors for Architectural and Engineering Services. Resolution 2019-34 established eight (8) categories of services and identified qualified vendors to provide services in each category. City staff reviewed the eight (8) engineering firms under the potable water category, which is the key design service of the project as described above, and determined CDM Smith Inc. to be the most qualified firm to do the work. Based on their selection under RFQ 2019-34 and their experience in potable water work, CDM Smith Inc. was asked to submit a proposal for scope and fees associated with the Water Rate Study. The vendor chosen for this project utilized a qualification-based selection process and therefore, the City's local preference policy does not apply.

The proposed Scope of Services and Professional Services Contract fees are not to exceed \$214,809. For this specific project, as outlined above, CDM Smith Inc. was deemed to be the most qualified and best fit for the work out of the pre-qualified engineering firms.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this expenditure is necessary, because evaluation of our current rate structure and funding is required for the Water Enterprise Fund to remain stable and for the ability to provide clean, safe drinking water.

The Water Fund is an Enterprise Fund that generates fees for funding its operations. Water Fund fees are intended/dedicated solely for the support of water services to the City, including infrastructure expenditures, such as the water treatment plant, water mains, and water meters. The use of fund balance (reserves) is common practice for Enterprise Funds, which oftentimes accumulate fund balance to be used for the execution of larger projects/purchases.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, \$214,809 will be paid out of the Water Administration-Engineering Services account (50100110-70050). \$150,000 was included for this work in the FY 2021 Budget. The additional \$64,809 will be transferred from the Water Transmission & Distribution-Architectural & Engineering for Capital Account (50100120-70051) to the Water Administration-Engineering Services account (50100110-70050). The Meadowbrook Subdivision Water Main Replacement design budgeted in FY 2021 at \$177,000 is being delayed until FY 2022 to better coordinate with Engineering Division planned work. This make the transfer of the \$64,809 available to cover the total cost of the Water Division Rate Study. Stakeholders can locate this in the FY 2021 Budget Book titled "Other Funds & Capital Improvement" on pages 116, 120, 249, 288, 289, 292, 293, 301 and 302.

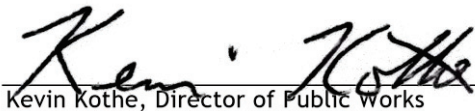
COMMUNITY DEVELOPMENT IMPACT: Goal NE-3. Reduce environmental pollutants, Objective NE-3.2. Identify and reduce water pollutants; Goal NE-4. Increase cooperation and coordination among governments, nonprofits and businesses across the region to address shared environmental issues, Objective NE-4.2. Continue to participate in regional efforts to

establish a sustainable and responsible water supply; 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, Objective UEW-1.6. Continue to participate in regional efforts to establish a sustainable and responsible water supply; Goal CF-1. Continue to provide quality public facilities and services, Objective CF-1.2. Ensure the community facilities provide the greatest cost-benefit ratio to the population served; and Goal CF-2. Provide public services in a fiscally, socially and environmentally responsible manner, Objective CF-2.1 Seek opportunities to co-locate community facilities to maximize efficiencies in service provisions and reduce capital and operating costs.

Respectfully submitted for Council consideration.

Prepared by: Richard Bernard, Civil Engineer II

Reviewed by:



Kevin Kothe, Director of Public Works

8/11/2020



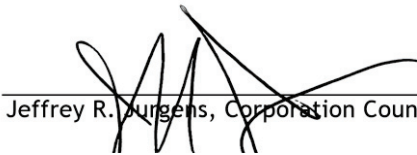
Carla Murillo, Procurement Manager

8/12/2020



Chris Tomertin, Budget Manager

8/14/2020



Jeffrey R. Jurgens, Corporation Counsel

8/17/2020



Tara Henry, Legislative Assistant

8/19/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- PW 3B Contract_Water Rate Study Contract 08242020

CITY OF BLOOMINGTON CONTRACT WITH
CDM Smith Inc.
FOR PROFESSIONAL SERVICES FOR
Multi Year Professional Architectural & Engineering Services

THIS AGREEMENT, dated this 24th day of August, 2020, is between the City of Bloomington (hereinafter "CITY") and CDM Smith Inc. (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 14. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing 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 15. Attorney Fees. In the event that any action is filed by a party in relation to this contract and the party prevails in court and obtains a court order or judgment as a result of said litigation, the non-prevailing party in the action shall pay to the prevailing party, in addition to the sums that either party may be called on to pay, a reasonable sum for the prevailing party's attorneys' fees and court costs (including expert witness fees).

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

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

☒ Until all of the services and/or deliverables required to provided within this Contract are completed.

☐ From one (1) year from the date of execution.

☐ From two (2) years from the date of execution.

☐ Other: _____

The Contract shall also be subject to the following renewal terms, if any: NONE

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
City Clerk

CDM Smith Inc.

By: _____
Amrou Atassi
Its Vice President

By: _____
Candice Szczepanik
Its Senior Billing Accountant

EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

See attached Scope of Work, Fee, and Schedule for Water Rate Study prepared by CDM Smith Inc.

City of Bloomington Public Works Water Division

Water Rate Study

Scope of Work, Fee, and Schedule

Revised August 11, 2020

Project Background and Goals

The City of Bloomington (City) is interested in undertaking a water utility financial and rate assessment to:

- Develop long term projections of the City's water utility financial requirements for the next 20 years considering the recommendations of the Water Infrastructure Master Plan.
- Conduct a cost of service study to determine the appropriateness of the current rate structure and evaluate alternatives, then work with City staff to determine whether a shift in the rate structure is appropriate.
- Assess the various miscellaneous service charges and fees currently charged by the City and determine if the fees are fully recovering related costs.
- Incorporate public outreach and input in the Study.

The intent of this study is to provide the City with a financial plan and rate structure that will meet its requirements over the Master Planning period. The study will:

- Project water utility rate revenue requirements for the Master Plan study period (20 years) to assess the impact of the Master Plan and other related initiatives;
- Conduct a cost of service evaluation for the City's water consumption charge to determine if adjustments/modifications should be made to the rate structure;
- Conduct cost of service for miscellaneous revenues and charges;
- Work with City staff confirm the adequacy of the charges and recommend revisions as appropriate;
- Present to the City the results of the study including the recommended rates for the next five years; and
- Engage the public and seek input on equitable rates for City residents.

CDM Smith proposes to conduct this study in two phases as follows:

- Phase 1—Alternative rate structure evaluation and determination
- Phase 2—Revenue requirements development (20-year) and rate setting (5 years)

Scope of Work

Phase 1: Alternative Rate Structure Evaluation and Determination

The purpose of Phase 1 is to evaluate the rate alternatives that have been identified and enable the City to determine its preferred approach. This evaluation will follow AWWA's M-1 guidance document and will focus on a test year (which ideally will be the current budget year). This will form the basis for assessing the alternatives and for the City to determine if and how it would like to modify its current declining four block rate structure.

Task 1: Data Collection and Evaluation

CDM Smith will prepare a formal data request to include items such as the following:

- Revenues by source for the past 3 years plus budgeted revenues for the current fiscal year. This will also include volume billing and collections by customer type and customer counts for at least two fiscal years. Customer types shall include:
 - Single family (In-City and Out-of-City)
 - Multi-family residential (In-City and Out-of-City)
 - Commercial (In-City and Out-of-City)
 - Industrial (In-City and Out-of-City)
 - Wholesale (In-City and Out-of-City)
 - Fire Protection (In-City and Out-of-City)
- Customer accounting showing the number of customers by customer type and meter size. For fire customers data will be number of fire connections by connection side and if the utility has public fire charges or is interested in those will need the number of hydrants (In-City and Out-of-City)
- Customer billing summary (for the customer groups listed above) showing for the past three years the summary of bills issued in each of the City's four blocks. If the City can also provide that summary for consumption in ranges of 500 to 1,000 cubic-foot blocks, CDM Smith can use that information to identify what adjustments may be appropriate to the current block definitions.
- Bulk and wholesale sales by customer (volume and dollars) for past three years as well as any agreements/contracts that govern such charges
- Total sales (\$ billed and volume billed) for past five years by revenue type

Task 2: Data Review Meeting and Project Objectives Discussion

Approximately two weeks after all data has been received, it is proposed that a data review meeting be held (virtual). The primary purpose of the call is to review the data and resolve any questions CDM Smith may have regarding the data. For the miscellaneous charges, there will be a discussion

regarding the purpose of each charge and whether there are legal or contractual requirements governing/establishing some of these charges.

In addition, CDM Smith will review rate policy objectives the City is interested in assessing (primarily associated with the water consumption, water service, fire protection and bulk water charges) including those that have surfaced since the initial discussions were held on this topic.

Task 3: Briefing and Support for Public Outreach

The City may wish to engage a Public Outreach Committee or equivalent group to serve as a sounding board on equity and related issues. In this initial meeting, CDM Smith would brief the outreach group on the scope and provide a summary of the City's current rate structure as well as to identify the rate structure alternatives that will be evaluated. This will include describing the legal and policy limitations for use of general revenues to support/subsidize the Utility Enterprise fund.

CDM Smith and City staff will solicit input from the members of the Committee regarding their perspectives on additional rate structures that should be considered that may improve customer equity in the rate system. Based on the discussion in that briefing, CDM Smith will make appropriate adjustments to rate structure alternatives to be evaluated.

It is expected that City staff will have ongoing interaction with the outreach group as the study progresses. CDM Smith will support City staff in responding to questions from the outreach group through discussions with City staff on the issues being raised and drafting responses/talking points to be used as appropriate.

Task 4: Develop Rate Structure Evaluation Tool

CDM Smith will develop an excel based financial tool to facilitate the evaluation of rate structure alternatives. The tool will include:

- Billing summary evaluation (to assess blocks)
- Customer classification
- Functional cost allocation
- Service demands by customer class
- Impacts of alternative structures

The model will include a billing summary evaluation to assess whether the current block break points are appropriate or should be reset based on more current billing data. The result of the evaluation may include modifying the number of blocks and/or changing the break points for the blocks.

The tool will be structured to facilitate evaluation of a range of rate structure alternatives. This will likely include uniform rate structures, inclining blocks, and also potentially lifeline rates, economic

development rates and water conservation rates. The actual structures to be evaluated will be determined following Task 3 and the input from the outreach group has been received.

The model will then consist of a series of modules to facilitate the assessment of the impacts of alternative rate structure based on an M-1 based cost of service evaluation. A key issue to be addressed is the robustness of the City's data to drive cost of service evaluations (specifically peak day and hour demand by customer class); if that data is not available from the City's billing records CDM Smith will work with the City to estimate or use approximations. The quantitative impacts will focus on how the rate structures shift the burden among customer types and relative to the customer class cost of service.

Task 5: Cost of Service Evaluation

With the tool developed in Task 3, CDM Smith will undertake a cost of service evaluation following the AWWA M-1 guidance document for a test year (which will likely be the current budget year). The purpose of this evaluation is to determine if the City's current rate structure is appropriate given the changes to the City's customer base and the potential changes in customers' demand profile since the rate structure was put in place. M-1 requires average day, maximum day demand and peak hour demand for each customer class. Typically, that information is not directly available; if that is the case for the City, CDM Smith will work with the City to develop appropriate proxy values for each of these parameters for the City's twelve customer classes (this is in addition to the customer class data called out in Task 1.)

This task will also require assigning costs to cost categories (Base demand, peak demand, fire protection, wholesale service and customer service) and then determining each customer classes' contribution to the cost categories. Consistent with the available billing data, CDM Smith will segment wholesale customers to reflect the services provided to each and to be able to isolate the cost of service provided each. The intent is to ensure that each customer is paying their appropriate share of costs and that no customer group being subsidized. Through this process, CDM Smith will be able to identify whether some customer classes are paying too little and whether others are paying too much. This potential cross-subsidization is the fundamental issue related to the equity of the City's current rate structure.

Cost of service is one component of establishing appropriate rates but is an important element to allow for the identification of potential inequities caused by cross-subsidization. CDM Smith will also discuss with the City how frequently the cost of service evaluation should be updated. Typically, CDM Smith recommends that cost of service be updated every three to five years.

Task 6: Assess Other Rate Considerations

Cost of service and equity are one factor in evaluating rates and rate structures. Other key criteria include:

- Revenue stability
- Complexity and ease of implementation

In addition, the City has expressed interest in assessing rate structure alternatives in regard to impact on conservation, affordability to low income customers and economic development which frequently deviate from pure cost of service evaluations. And, specifically the City has identified lifeline and

seasonal rates as structures to be considered. Economic development rates also tend to be developed outside cost of service parameters typically by providing rate concessions to certain customer types (e.g., new firms entering or expanding in the service area, certain industrial sectors, or firms experiencing hardships). CDM Smith will work with the City to develop rate structure alternatives focused on these broader policy objectives. These include water conservation, revenue stability and affordability especially for customers on fixed incomes or having limited means.

CDM Smith will also develop a matrix for evaluating alternative rate structures accounting for both quantitative and qualitative factors for the various rate structures.

Task 7: Develop Rate Structure Alternatives

CDM Smith will develop the following rate alternatives for discussion with the City:

- Continue existing declining block structure (the as-is case)
- Up to two alternatives identified through the public outreach process.
- Uniform rate structure
- One inclining block structure that better reflects the current consumption pattern
- A capacity readiness to serve charge modification to the uniform rate structure. This alternative will build on the City's existing fixed charge but likely allocate a more significant share of cost to this existing charge. This type of alternative will shift the burden among customer classes but reduces revenue volatility which can be important for utilities since fixed costs are a major share of utility expenses. CDM Smith will work with the City to determine the magnitude of costs it would like to shift.

For each alternative, CDM Smith will identify typical customer bills within each customer class so that the City can see the impacts of the changes. This evaluation will also incorporate the results of the lifeline, conservation and economic development incentive rate layered on top of the uniform rate structure to illustrate the implications of those policy objectives. By applying them to the uniform rate structure, it will be possible to assess how they would affect any other rate alternative under consideration by the City. In addition, CDM Smith will provide a qualitative evaluation of the alternative rate structures in terms of criteria such as equity, revenue stability, customer understandability, economic development and affordability to targeted customers.

Task 8: Rate Structure Workshop City

The purpose of this virtual workshop with City staff is two-fold. First, to discuss the rate structure alternatives and to describe/discuss their differing impact on customers. Second, to discuss the qualitative factors with the intent of beginning to target a limited number of rate alternatives that could be presented to stakeholders and elected officials prior to final approval. Prior to the workshop, CDM Smith will provide participants with the results of Task 7 as a starting point. Implicit in the workshop discussion will be determining what objectives are most important to the City since that type of discussion will be critical to focusing on alternatives that are most attractive to the City. And, invariably, the City's policy objectives may conflict in some regard so the discussion of how they meet the City's objectives is critical with such a wide range of rate structure alternatives under

consideration. It is unlikely that any of the rate structures that are evaluated will fully meet all of the City's objectives so trade-offs will be required.

The intent is to narrow the range of rate structure alternatives to be considered.

Task 9: Public Engagement Committee Workshop

A workshop will be held with the public outreach group following the Task 8 Rate Structure workshop with City representatives. During this workshop, CDM Smith will present the results of the evaluation conducted in Task 7 as well as the outcome of the Task 8 workshop. The intent is to ensure that the concerns of the Engagement Committee are addressed and to narrow the focus of Phase 2 to no more than two essential rate structures.

As noted in Task 3, CDM Smith will support the City staff in its interaction with the public outreach group.

Phase 2: Revenue Requirements and Rate Determination

The purpose of Phase 2 will be to estimate the City's water utility revenue requirement for the next 20 years driven by CIP requirements and assumptions regarding budgetary and economic factors. Then based on the rate structure agreed to in Task 7, CDM Smith will develop recommended rates for the first five years of the revenue requirement forecast period.

Task 10: Revenue Requirements Data Collection

In addition to the data identified in Task 1, to develop the revenue requirements CDM Smith will require the City's current year budget and actual expenditures for the past three years, plus revenue billings (dollars and units) and collections by customer type and source and outstanding debt service (short term and permanent) through maturity by issue.

This data will be used to develop a long-term revenue requirement forecasting model.

Task 11: Develop Revenue Requirements Forecasting Model

CDM will develop a forecasting model to project revenue requirements, expenses and miscellaneous revenues for the 20-year forecast period.

The model will be structured to facilitate the evaluation of alternative economic assumptions (inflation, capital financing terms, customer and sales growth), capital improvement plans (and financing methods), reserve funding, and approaches to smoothing required rate increases using available balances and debt issuance and timing.

CDM Smith will work with the City to develop baseline assumptions to be used for projecting revenue requirements. The model will be structured to project the customer impact of the forecasted revenue requirements on two rate structure alternatives.

Task 12: Develop 20 Year Capital Improvement plan.

In 2019, CDM Smith completed a Water Infrastructure Master Plan that identified capital improvement plans for the next 20 years. CDM Smith will work with the City to develop a 20-year capital improvement plan with projected spending on the water system by year. CDM Smith

anticipate using much of the master plan results to develop this CIP. Two virtual workshops will be scheduled to review the recommended CIP list for the next 20 years.

Working with the City, CDM Smith will develop up to three alternative CIPs that may vary based on the projects included as well as the timing within the 20 year forecast.

Task 13: Miscellaneous Charges Costs of Service

The City has identified a significant list of miscellaneous charges to be evaluated. CDM Smith will evaluate the five most important miscellaneous charges in terms of revenue, whether there appears to be a significant issue with the amount charged, and the City's costs for performing the service. These are relatively small revenue sources, and it is likely that even larger percentage changes in the amount charged will not materially impact the revenues generated. The five most important charges will be incorporated into the financial model. The following are the list of charges the City has identified, CDM Smith will work with the City to determine the most important five for evaluation under this task. To conduct this evaluation, CDM Smith will need the current rate, the frequency of application and the total revenues received for each of the past 3 years.

- Water main side tap
- New water meter
- Replacement water meter
- Meter damage
- Frozen meters
- After hour call-out
- Manual reads
- Delinquencies
- Property lien
- Payment arrangement setup
- Lake Bloomington Lot transfers
- Lake Bloomington Davis Lodge rentals
- Lake Bloomington Davis Lodge deposits
- Lake Bloomington Boat License/Registration
- Laboratory
- Water main tap on
- Lake Bloomington Lot Lease

- Lake Bloomington Marina Lease
- Lake Bloomington Tree Impact fees
- BNWRD Billing fees
- BNWRD J.U.L.I.E. Locate

The intent is to estimate to the extent the City has data for (or City staff can approximate) what the approximate costs of the top five are on a unit basis. CDM Smith will discuss with City staff whether the volume of activity has been, and is expected to be, relatively constant, grow or decline marginally or materially or is uncertain or volatile. Based on that input, CDM Smith will compare the current charges with the estimated costs and make recommendations on what the fee should be for each of the miscellaneous charges. This will also include recommendations regarding how the fees should be adjusted periodically.

Task 14: Rate Revenue Requirements

The results from Tasks 12 and 13 will be entered into the model developed in Task 11 to produce a 20-year revenue requirements projection. This will include expenses and the annual amount of the average increase in revenues. The model will also summarize the impacts on the various customer types and classes discussed in Phase 1.

CDM Smith propose to develop a baseline forecast which will be reviewed with the City. CDM Smith will then discuss with the City potential changes to the baseline forecast. Frequently, the baseline forecast will include rate spikes caused by new debt service coming on-line or reductions or very small increases in revenue requirements where major components of debt service drop off and a “hole” is created in the expense projections. CDM Smith will work with the City to create two alternatives to the baseline to create a more realistic and smoother pattern over the forecast period.

At the conclusion of this Task, CDM Smith will provide the City with the final revenue forecasting model to allow the City to update its projections and revenue requirements as future year budgets are developed and capital improvement projects are constructed. This will also enable the City to update/modify economic assumptions to reflect then-current conditions. CDM Smith will also provide the City with a short users’ manual to aid in the use of the forecasting model.

Task 15: Five-Year Rate Development

Following the final rate revenue forecast, CDM Smith will apply the rate structure agreed to in Phase 1 to the revenue requirement for the first five years. This will provide the City with the recommended rates for that initial five-year period.

Typically, it is recommended that rates not be set for more than three to five years. This is because there are enough changes over that time period that the rates for periods longer than that may not be accurate. There will be underlying budgetary changes (costs increasing/decreasing more than assumed, shifts in project priorities), and customer changes (sales changing more than assumed). In addition, the cumulative impact of these changes typically means that the underlying cost of service evaluation is outdated and needs updating.

Task 16: Develop Technical Memorandum with Executive Summary

CDM Smith will develop a technical memorandum that summarizes the work from both Phases 1 and 2, including:

- Summarizes the revenue requirements forecast for the forecast period.
- Describes the current cost of service and the City's other rate structure objectives
- Describes the preferred rate structure and what the recommended rates would be for the initial five-year period.
- Summarizes the recommendations for miscellaneous charges
- Describes the process for updating and modifying the rates and charges over time.

Schedule

CDM Smith anticipates the following schedule for the project:

- Completion of Phase 1 within four months of receipt of requested data
- Complete of Phase 2 within four months of approving to start on Phase 2 and receipt of requested data.

Fee

Based on the above scope of work, CDM Smith has prepared the attached Exhibit 1 fee broken by Task. This project will be billed on a time and materials basis with monthly invoices prepared to the City. An allowance or contingency of \$15,000 is added to the Fee to be used as directed by the City for additional support required for Task 3 – Support for Public Outreach. The not-to-exceed for this Study is \$214,809.

EXHIBIT B
PAYMENT TERMS

Cost for all employee compenstation, overhead, and expenses, plus fixed fee not to exceed \$214,809.00 as detailed in the attached Exhibit 1.



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

October 1, 2019

Subject: PRELIMINARY ENGINEERING

Consultant Unit

Prequalification File

Mr. Steve Pasinski
CDM Smith Inc.
125 South Wacker Drive, 700
Chicago, IL 60606

Dear Mr. Pasinski:

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending December 29, 2018. Your firm's total annual transportation fee capacity will be \$38,400,000.

Your firm's NAU office rate of 174.32%, NAU field CEI rate of 142.53% as well as your firm's NAU field Non-CEI rate of 119.04% is approved on a provisional basis. The rate used in agreement negotiations may be verified by our Office of Quality Compliance and Review in a pre-award audit.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until December 29, 2019. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,



Jack A. Elston, P.E.
Bureau Chief
Design and Environment

From: [Atassi, Amrou](#)
Sent: Friday, August 7, 2020 7:38 AM
To: [Richard Bernard](#)
Subject: FW: IDOT Letter

From: Atassi, Amrou
Sent: Tuesday, July 28, 2020 10:48 AM
To: Kevin Whitehouse <kwhitehouse@cityblm.org>
Subject: IDOT Letter

Hi Kevin,

I just checked with our IDOT folks, and they confirmed we don't have the new letter yet. We have submitted all of the documents, but IDOT has not responded. This usually takes until September or October.

Hope this helps. Let me know if you have any questions.

Thanks,
Amrou

Websense: Click [here](#) to report this email as spam.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/07/2020

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 Aon Risk Services Northeast, Inc. Boston MA Office 53 State Street Suite 2201 Boston MA 02109 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): 800-363-0105
INSURED CDM Smith Inc. 75 State Street Suite 701 Boston MA 02109 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: LM Insurance Corporation	33600
	INSURER B: Liberty Insurance Corporation	42404
	INSURER C: Liberty Mutual Fire Ins Co	23035
	INSURER D: ACE Property & Casualty Insurance Co.	20699
INSURER E: Lloyd's Syndicate No. 2623	AA1128623	
INSURER F: Commerce & Industry Ins Co	19410	

COVERAGES**CERTIFICATE NUMBER:** 570083494780**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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:				01/01/2020	01/01/2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY				01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION				01/01/2020	01/01/2021	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				01/01/2020	01/01/2021	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A					01/01/2020	01/01/2021	

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

RE: City of Bloomington Project (Water Rate Study). The City of Bloomington, its employees and officials are included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of The City of Bloomington, its employees and officials in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies. Umbrella Liability policy is follow-form.

CERTIFICATE HOLDER**CANCELLATION**

City of Bloomington 603 W. Division St. Bloomington IL 61701 USA	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 <i>Aon Risk Services Northeast, Inc.</i>



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED CDM Smith Inc.	
POLICY NUMBER See Certificate Number: 570083494780			
CARRIER See Certificate Number: 570083494780	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
B		N/A		██████████ ██████████	01/01/2020	01/01/2021		
	OTHER							
E	Archit&Eng Prof			██████████ ████████████████████	01/01/2020	01/01/2021	Each Claim	\$2,000,000
							Aggregate	\$2,000,000



AGENCY CUSTOMER ID: 10518329

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED CDM Smith Inc.
POLICY NUMBER See Certificate Number: 570083494780		
CARRIER See Certificate Number: 570083494780	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Beazley (Syndicates 2623/0623) - 37.5%
BRIT (Syndicate 2987) - 31.25%
Ms Amlin (Syndicate 2001) - 12.5%
Munitus (Syndicate 4242) - 12.5%
Re/Rn (Syndicate 1458) - 6.25%

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any Person or Organization to whom you become obligated to include as an Additional Insured as a result of any contract or agreement you enter into.	Per the contract or agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Policy Number TB7-611-B8T8Z6-040
Issued by Liberty Insurance Corp.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE AMENDMENT – SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person(s) or organization(s) shown in the Schedule of this endorsement that qualifies as an additional insured on this Policy, this Policy will apply solely on the basis required by such written agreement and Paragraph 4. **Other Insurance** of **Section IV – Conditions** will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. **Other Insurance** of **Section IV – Conditions** will apply. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured for the same "occurrence", claim or "suit".

Schedule

Name of Person(s) or Organization(s):

Any person(s) or organization(s) to whom you are obligated by a written agreement to procure Additional Insured coverage under your policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

- **Transfer of Rights of Recovery Against Others to Us**

1. If the “insured” has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. Subject to paragraph 3. below, the “insured” must do nothing to impair them. At our request, the “insured” will bring “suit” or transfer those rights to us and help us enforce them.
2. Any amount recovered will be apportioned in the inverse order of payment of “loss” to the extent of actual payment. The expenses of all such recovery proceedings will be apportioned in the ratio of respective recoveries.
3. If you waive any right of recovery against a specific person or organization for damages as required under an “insured contract”, we will also waive, to the same extent, such right of recovery we may have against such person or organization provided that the “bodily injury” or “property damage” occurs subsequent to the execution of the “insured contract”.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss and allowed by law

Issued by: LM Insurance Corp.

For attachment to Policy No WA5-61D-B8T8Z6-010
\$ 0

Effective Date 1/1/2020

Premium

Issued to: CDM Smith Inc.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss and allowed by law

Issued by: Liberty Insurance Corp.

For attachment to Policy No WA7-61D-B8T8Z6-030
\$ 0

Effective Date 1/1/2020

Premium

Issued to: CDM Smith Inc.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss and allowed by law

Issued by: LM Insurance Corp.

For attachment to Policy No WC5-611-B8T8Z6-020
\$ 0

Effective Date 1/1/2020

Premium

Issued to: CDM Smith Inc.

Policy Number **TB7-611-B8T8Z6-040**
Issued by **LIBERTY INSURANCE CORPORATION**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
A Schedule of each person or Organization provided to us by the First Named Insured within 15 days of written cancellation notice received by the First Named Insured for any reason other than nonpayment of premium As Required by Written Contract		30

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Policy Number **AS2-611-B8T8Z6-060**

Issued by **LIBERTY MUTUAL FIRE INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Blanket - as required by written contract		30

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

- A.** If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B.** This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Schedule on file with Broker	Per Schedule on file with Broker	30

All other terms and conditions of this policy remain unchanged.

Issued by LM Insurance Corporation

For attachment to Policy No. WA5-61D-B8T8Z6-010 Effective Date: 1/1/2020 Premium \$

Issued to CDM Smith Inc.

NOTICE OF CANCELLATION TO OTHERS – SPECIFIED PARTIES

Named Insured CDM Smith, Inc.			Endorsement Number 017
Policy Symbol XEU	Policy Number G28194687 004	Policy Period 01/01/2020 to 01/01/2021	Effective Date of Endorsement 01/01/2020
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following: ENHANCED COMMERCIAL UMBRELLA LIABILITY POLICY

The policy is amended as follows:

Section **VI. CONDITIONS**, is amended to add the following:

- **Notice to Others**

1. If we cancel the Policy prior to its expiration date by notice to you or the first “Named Insured” for any reason other than nonpayment of premium, we will, as set out below, send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule set out below (the “Schedule”). You or your representative must provide us with both the physical and e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.
2. We will send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
3. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
4. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with the information necessary to complete the Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
5. We may arrange with your representative to send such notice in the event of any such cancellation.
6. You will cooperate with us in providing, or in causing your representative to provide, the e-mail address and physical address of the persons or organizations listed in the Schedule.
7. This endorsement does not apply in the event that you cancel the Policy.

SCHEDULE

Name of Person or Entity	E-Mail Address	Physical Address
Per schedule on file with the Producer noted on the Declarations, provided such schedule is provided to us by such Producer at the time the Producer is notified of cancellation as referenced above.		

All other terms and conditions of the policy remain unchanged.

Authorized Representative



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
08/07/2020

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.

PRODUCER Aon Risk Services Northeast, Inc. Boston MA Office 53 State Street Suite 2201 Boston MA 02109 USA	CONTACT NAME PHONE (A/C. No. Ext) (866) 283-7122 FAX (A/C. No.) (800) 363-0105 E-MAIL ADDRESS PRODUCER CUSTOMER ID# 10518329
INSURED CDM Smith Inc. 75 State Street Suite 701 Boston MA 02109 USA	INSURER(S) AFFORDING COVERAGE INSURER Federal Insurance Company NAIC # 20281 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

Holder Identifier :

COVERAGES CERTIFICATE NUMBER 570083494872 REVISION NUMBER

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: City of Bloomington Project (Water Rate Study).

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	☐ PROPERTY ☐ CAUSES OF LOSS DEDUCTIBLES ☐ BASIC BUILDING ☐ BROAD CONTENTS ☐ SPECIAL ☐ EARTHQUAKE ☐ WIND ☐ FLOOD				☐ BUILDING ☐ PERSONAL PROPERTY ☐ BUSINESS INCOME ☐ EXTRA EXPENSE ☐ RENTAL VALUE ☐ BLANKET BUILDING ☐ BLANKET PERS PROP ☐ BLANKET BLDG & PP	
	☐ INLAND MARINE ☐ CAUSES OF LOSS ☐ NAMED PERILS	TYPE OF POLICY POLICY NUMBER				
A	☒ CRIME TYPE OF POLICY Crime - Primary	☐ SIR applies per policy terms & conditions	08/31/2019	08/31/2020	☒ Employee Dishonesty	\$2,000,000
	☐ BOILER & MACHINERY / EQUIPMENT BREAKDOWN					

CERTIFICATE NUMBER: 570083494872

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Bloomington
603 W. Division St.
Bloomington IL 61701 USA

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

Aon Risk Services Northeast Inc.

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CONSENT AGENDA ITEM NO. 8.C

FOR COUNCIL: August 24, 2020

SPONSOR: Facilities Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Contract with Tarlton Corporation in the amount of \$600,000 for repairs to the Arena and Market Street Parking Garages (Bid #2021-12), as requested by the Facilities Department.

RECOMMENDED MOTION:

The proposed Contract be approved.

STRATEGIC PLAN LINK:

-Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The Market Street garage was built in 1974, has undergone considerable repairs and is near the end of its useful life. This 45-year-old facility has 550 parking spaces and has the highest utilization of all public parking facilities in the City. Prior to the COVID-19 pandemic, 75% of the available monthly parking spaces were rented. Repairs completed in 2013 were expected to extend the useful life of the garage for about 10 years. Since 2013, a few minor maintenance projects have been completed, but no additional structural repairs have been done. A structural evaluation of the garage that was completed near the end of FY 2020 showed considerable problems which will need attention during FY 2021. Although continued structural repairs can keep the facility operational, the rate of return exponentially decreases with the age of the structure. Discussions regarding how to best address the parking facility and continue to fill downtown parking needs in the future are in process.

To provide sufficient time for proper evaluation, design and construction of a replacement parking facility, some repairs to the Market Street garage are needed. The necessary repairs determined by the structural engineering evaluation were bid in a phased approach. Life safety issues and major structural problems were the base bid. If these repairs are completed, the structural engineer estimates the life expectancy to be extended 3-5 years. Alternate 1 includes additional structural repairs and joint sealing. Completing the base bid and alternate 1 is expected to extend the life 5-7 years. Alternate 2 includes further structural repairs, surface sealing and drainage repairs. Completing the base bid and alternates 1 & 2 is expected to extend the life 7-10 years. Staff are concerned that 3 years may not be sufficient time to adequately evaluate, plan, design and construct a new parking facility and are recommending award of the base bid and part of alternate 1.

The Arena garage was built in 2005 as part of the US Cellular Coliseum project. Serious structural defects were discovered during the City's facility study. The defects were addressed in 2014 and the facility is currently rated in good condition. Despite the good condition rating, repairs are needed to address minor cracking and sealant issues. For efficiency, these repairs were bid in conjunction with the Market Garage repairs. Since regular maintenance and repairs like these minimize deterioration and extend the useful life of the facility at minimal expense, staff recommend the Arena Garage repairs also be awarded.

Six bids were received for the project. The bids are summarized in the following table. The bid opening record and a full bid tabulation are attached. None of the bidders met the Local Preference Purchasing Policy. Also, several errors in the submitted bids were discovered during bid tabulation. As stated in the bid document, in case of error in the extension of prices, the unit price shall govern. These errors do not impact the award.

VENDOR	LOCATION	MARKET TOTAL	ARENA TOTAL	TOTAL BID
Tarlton Corporation	St. Louis, MO	\$848,103.00	\$119,235.00	\$1,015,704.90
Golf Acquisition Group	Hammond, IN	\$1,148,600.00	\$116,925.00	\$1,328,801.25
Restocon Corp.	Tampa, FL	\$1,226,191.92	\$243,065.05	\$1,542,719.82
Western Waterproofing Company, Inc.	Springfield, IL	\$1,573,125.00	\$96,760.00	\$1,753,379.25
Bulley & Andrews	Chicago, IL	\$1,951,938.00	\$77,172.00	\$2,130,565.50
CCC Holdings	Chicago, IL	\$2,320,573.20	\$132,396.00	\$2,575,617.66

If approved by Council, staff will work with the Contractor to complete as many repairs as possible while limiting the total contract amount to \$600,000.00 (\$500,000 for Market Garage repairs and \$100,000 for Arena Garage repairs).

Staff are aware of heightened concerns regarding the current COVID-19 pandemic. However, this project should move forward since many of the repairs are life safety issues. Performing this timely, necessary maintenance is vital to ensuring parking customers have safe and functional facilities.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The project was advertised in *The Pantagraph* on July 20, 2020.

FINANCIAL IMPACT: Funds totaling \$1,330,000 for the Market Street garage repairs and \$100,000 for the Arena garage repairs were included in the FY 2021 Budget under the Capital Improvement-Buildings account (40100100-72520). The Market Street garage funding was reduced to \$500,000 in the \$5M budget balancing to help address the financial impacts of COVID-19 and to allow time for evaluation. The funding for the Arena parking deck of \$100,000 was removed relative to COVID-19, however the Finance Department is in favor of moving forward with the original \$100,000 work on this deck, given potential future

maintenance issues that may be encountered if delayed. The contract for \$600,000.00, if approved, is within the budgeted parameters. Stakeholders can locate this in the FY 2021 Budget Book titled "Other Funds & Capital Improvement" on pages 74, 76, 247, 266, 270-273.

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

8/11/2020



Carla Murillo, Procurement Manager

8/12/2020



Chris Tomerlin, Budget Manager

8/12/2020



Jeffrey R. Jurgens, Corporation Counsel

8/17/2020



Tara Henry, Legislative Assistant

8/19/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- FAC IB Bid #2021-12_Bid Opening Record
- FAC 1C Bid #2021-12_Bid Tabulation
- FAC 1D Bid #2021-12_Contract



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

RECORD OF BID OPENING FOR:

BID #2021-12 Parking Structures 2020 Maintenance Repairs

DATE: August 10, 2020

TIME: 2:00 p.m.

Date & Time Rec'd	Bidder's Name	City, State	City Docs	Bid Signed	Bid Bond	Add #1	Market Base Price	Market Alternate 1	Market Alternate 2	Arena Base Bid	Subtotal of ALL	Contingency (%5) of Total of All	TOTAL BID
8/10/2020 10:42 AM	RESTORATION CORPORATION	TAMPA FL	✓	✓	✓	✓	\$427,538.39	\$591,987.53	\$200,666.00	\$243,065.05	\$1,469,256.97	\$73,462.85	\$1,542,719.82
8/10/2020 11:04 AM	THALTON CORP.	ST. LOUIS MO	✓	✓	✓	✓	\$318,631.00	\$397,362.00	\$129,947.00	\$119,235.00	\$965,175.00	\$48,259.00	\$1,013,434.00
8/10/2020 1:34 PM	BAC	CHICAGO IL	✓	✓	✓	✓	\$588,916.00	\$1,179,552.00	\$210,686.00	\$163,488.00	\$2,142,612.00	\$107,130.60	\$2,249,742.60
8/10/2020 1:57 PM	Acquisition	Hammond IN	✓	✓	✓	✓	\$408,916.50	\$556,782.50	\$236,850.00	\$116,925.00	\$1,319,525.00	\$65,976.25	\$1,385,501.25
8/10/2020 12:57 PM	Western Specialty	Springfield, IL	✓	✓	✓	✓	\$603,550.00	\$727,815.00	\$241,760.00	\$96,760.00	\$1,669,885.00	\$83,494.06	\$1,753,379.06
8/10/2020 1:55 PM	CC Holdings	Chicago IL	✓	✓	✓	✓	\$925,257.80	\$1,212,052.00	\$183,258.00	\$132,396.00	\$2,452,968.80	\$122,608.00	\$2,575,576.80

WITNESSES:

Christy Shaper
Carolyn Shaper

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

			TARLTON CORPORATION		GOLF ACQUISITION GROUP		RESTOCON CORPORATION		WESTERN SPECIALTY CONT		BULLEY & ANDREWS	
	UNITS	TOTAL QTY	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
	L.S.	1	\$36,800.00	\$36,800.00	\$6,000.00	\$6,000.00	\$106,184.45	\$106,184.45	\$121,522.00	\$121,522.00	\$142,743.00	\$142,743.00
	LV	3	\$1,380.00	\$4,140.00	\$4,500.00	\$13,500.00	\$1,875.81	\$5,627.43	\$2,800.00	\$8,400.00	\$2,781.00	\$8,400.00
	EA	6	\$410.00	\$2,460.00	\$500.00	\$3,000.00	\$388.16	\$2,328.96	\$608.00	\$3,648.00	\$386.00	\$3,648.00
	S.F.	521	\$116.00	\$60,436.00	\$165.00	\$85,965.00	\$177.58	\$92,519.18	\$390.00	\$203,190.00	\$195.00	\$195.00
	S.F.	600	\$46.00	\$27,600.00	\$85.00	\$51,000.00	\$119.79	\$71,874.00	\$95.00	\$57,000.00	\$177.00	\$177.00
	S.F.	251	\$65.00	\$16,315.00	\$85.00	\$21,335.00	\$119.79	\$30,067.29	\$140.00	\$35,140.00	\$167.00	\$35,140.00
	L.F.	245	\$145.00	\$35,525.00	\$195.00	\$47,775.00	\$144.33	\$35,360.85	\$163.00	\$39,935.00	\$299.00	\$39,935.00
	L.F.	320	\$196.00	\$62,720.00	\$140.00	\$44,800.00	\$93.21	\$29,827.20	\$206.00	\$65,920.00	\$222.00	\$65,920.00
	EA	1	\$70,500.00	\$70,500.00	\$79,000.00	\$79,000.00	\$52,788.28	\$52,788.28	\$65,440.00	\$65,440.00	\$36,322.00	\$65,440.00
	LF	305	\$7.00	\$2,135.00	\$8.50	\$2,592.50	\$3.15	\$960.75	\$11.00	\$3,355.00	\$17.00	\$3,355.00
	Market Base Bid			\$318,631.00		\$354,967.50		\$427,538.39		\$603,550.00		\$603,550.00

			TARLTON CORPORATION		GOLF ACQUISITION GROUP		RESTOCON CORPORATION		WESTERN SPECIALTY CONT		BULLEY & ANDREWS	
	UNITS	TOTAL QTY	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
	L.S.	1	\$19,992.00	\$19,992.00	\$45,000.00	\$45,000.00	\$88,152.71	\$88,152.71	\$121,300.00	\$121,300.00	\$258,960.00	\$258,960.00
	LV	-3	\$556.00	-\$1,668.00	\$4,500.00	-\$13,500.00	\$1,875.81	-\$5,627.43	\$2,800.00	-\$8,400.00	\$2,781.00	-\$8,400.00
	S.F.	30	\$98.00	\$2,940.00	\$75.00	\$2,250.00	\$90.84	\$2,725.20	\$65.00	\$1,950.00	\$88.00	\$1,950.00
	S.F.	750	\$116.00	\$87,000.00	\$125.00	\$93,750.00	\$109.53	\$82,147.50	\$178.00	\$133,500.00	\$115.00	\$133,500.00
	S.F.	2400	\$47.00	\$112,800.00	\$85.00	\$204,000.00	\$109.53	\$262,872.00	\$95.00	\$228,000.00	\$177.00	\$228,000.00
	S.F.	1005	\$65.00	\$65,325.00	\$85.00	\$85,425.00	\$109.53	\$110,077.65	\$140.00	\$140,700.00	\$167.00	\$140,700.00
	L.F.	180	\$104.00	\$18,720.00	\$100.00	\$18,000.00	\$55.44	\$9,979.20	\$115.00	\$20,700.00	\$227.00	\$20,700.00
	L.F.	600	\$6.00	\$3,600.00	\$8.00	\$4,800.00	\$3.02	\$1,812.00	\$6.00	\$3,600.00	\$8.00	\$3,600.00
	LF	10095	\$6.00	\$60,570.00	\$8.50	\$85,807.50	\$3.19	\$32,203.05	\$6.00	\$60,570.00	\$17.00	\$60,570.00
	LS	2	\$8,657.00	\$17,314.00	\$12,250.00	\$24,500.00	\$3.45	\$6.90	\$8,350.00	\$16,700.00	\$12.00	\$16,700.00
	Pairs	15	\$856.00	\$12,840.00	\$450.00	\$6,750.00	\$509.25	\$7,638.75	\$613.00	\$9,195.00	\$193.00	\$9,195.00
	Market Alternate 1			\$399,433.00		\$556,782.50		\$591,987.53		\$727,815.00		\$1,115,115.00

+ Bid Alternate 1			TARLTON CORPORATION		GOLF ACQUISITION GROUP		RESTOCON CORPORATION		WESTERN SPECIALTY CONT		BULLEY & ANDREWS	
	UNITS	TOTAL QTY	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
	L.S.	1	\$3,451.00	\$3,451.00	\$20,000.00	\$20,000.00	\$71,430.06	\$71,430.06	\$38,950.00	\$38,950.00	\$40,778.00	\$38,950.00
	S.F.	500	\$6.00	\$3,000.00	\$15.00	\$7,500.00	\$63.03	\$31,515.00	\$32.00	\$16,000.00	\$40.00	\$16,000.00
	S.F.	190	\$76.00	\$14,440.00	\$125.00	\$23,750.00	\$63.03	\$11,975.70	\$178.00	\$33,820.00	\$94.00	\$33,820.00
	S.F.	20	\$669.00	\$13,380.00	\$125.00	\$2,500.00	\$63.03	\$1,260.60	\$178.00	\$3,560.00	\$92.00	\$3,560.00
	S.F.	80	\$113.00	\$9,040.00	\$125.00	\$10,000.00	\$63.03	\$5,042.40	\$178.00	\$14,240.00	\$88.00	\$14,240.00
	S.F.	1200	\$15.00	\$18,000.00	\$13.00	\$15,600.00	\$5.73	\$6,876.00	\$20.00	\$24,000.00	\$11.00	\$24,000.00
	EA	42	\$960.00	\$40,320.00	\$3,000.00	\$126,000.00	\$796.32	\$33,445.44	\$1,925.00	\$80,850.00	\$1,860.00	\$80,850.00
	L.F.	130	\$24.00	\$3,120.00	\$150.00	\$19,500.00	\$78.60	\$10,218.00	\$26.00	\$3,380.00	\$114.00	\$3,380.00
	Levels	4	\$6,322.00	\$25,288.00	\$3,000.00	\$12,000.00	\$8,725.70	\$34,902.80	\$6,740.00	\$26,960.00	\$4,257.00	\$26,960.00
	Market Alternate 2			\$130,039.00		\$236,850.00		\$206,666.00		\$241,760.00		\$241,760.00

			TARLTON CORPORATION		GOLF ACQUISITION GROUP		RESTOCON CORPORATION		WESTERN SPECIALTY CONT		BULLEY & ANDREWS	
	UNITS	TOTAL QTY	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
	L.S.	1	\$3,451.00	\$3,451.00	\$20,000.00	\$20,000.00	\$71,430.06	\$71,430.06	\$38,950.00	\$38,950.00	\$40,778.00	\$38,950.00
	S.F.	500	\$6.00	\$3,000.00	\$15.00	\$7,500.00	\$63.03	\$31,515.00	\$32.00	\$16,000.00	\$40.00	\$16,000.00
	S.F.	190	\$76.00	\$14,440.00	\$125.00	\$23,750.00	\$63.03	\$11,975.70	\$178.00	\$33,820.00	\$94.00	\$33,820.00
	S.F.	20	\$669.00	\$13,380.00	\$125.00	\$2,500.00	\$63.03	\$1,260.60	\$178.00	\$3,560.00	\$92.00	\$3,560.00
	S.F.	80	\$113.00	\$9,040.00	\$125.00	\$10,000.00	\$63.03	\$5,042.40	\$178.00	\$14,240.00	\$88.00	\$14,240.00
	S.F.	1200	\$15.00	\$18,000.00	\$13.00	\$15,600.00	\$5.73	\$6,876.00	\$20.00	\$24,000.00	\$11.00	\$24,000.00
	EA	42	\$960.00	\$40,320.00	\$3,000.00	\$126,000.00	\$796.32	\$33,445.44	\$1,925.00	\$80,850.00	\$1,860.00	\$80,850.00
	L.F.	130	\$24.00	\$3,120.00	\$150.00	\$19,500.00	\$78.60	\$10,218.00	\$26.00	\$3,380.00	\$114.00	\$3,380.00
	Levels	4	\$6,322.00	\$25,288.00	\$3,000.00	\$12,000.00	\$8,725.70	\$34,902.80	\$6,740.00	\$26,960.00	\$4,257.00	\$26,960.00
	Market Alternate 2			\$130,039.00		\$236,850.00		\$206,666.00		\$241,760.00		\$241,760.00

**CITY OF BLOOMINGTON
CONTRACT WITH
TARLTON CORPORATION
FOR**

PARKING STRUCTURES - 2020 MAINTENANCE REPAIRS

THIS AGREEMENT, dated this 24th day of August, 2020, is between the City of Bloomington (hereinafter "CITY") and TARLTON CORPORATION (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

Section 2. Incorporation of Bid/RFP/RFO & Proposal Terms / Prevailing Wage. This work was subject to the following procurement initiative by the CITY:
Parking Structures - 2020 Maintenance Repairs (Bid 2021-12) (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 Parking Structures - 2020 Maintenance Repairs (Bid 2021-12).

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 \$ 600,000.00.

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

TARLTON CORPORATION

DocuSigned by:
By: _____ Tracy E. Hart
905DC41 _____

DocuSigned by:

905DC41 _____ Emily A. Thorne
Contracts Administrator



CONSENT AGENDA ITEM NO. 8.D

FOR COUNCIL: August 24, 2020

SPONSOR: Legal Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on a Resolution Approving an Intergovernmental Agreement with McLean County Regarding Use of the Arena as a Voting Center and Authorizing the City Manager to Enter Into an Agreement with the Bloomington Election Commission for Use of the Arena for Voting Purposes, as requested by the Legal Department.

RECOMMENDED MOTION:

The proposed Resolution be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The General Assembly recently enacted Public Act 101-642 which mandates all election authorities “establish one location to be located at an office of the election authority...where all voters in its jurisdiction are allowed to vote on election day”. Given the pandemic and the need for a large location to allow all residents of McLean County to vote on Election Day, the County approached the City about using the Arena as temporary office of the McLean County Clerk and the “one” universal location where any voter within McLean County can come in-person and vote.

By using the Arena as the designated “universal” voting location, residents of McLean County will not have to decipher to which “universal” polling place they can go. Instead, the Arena will be designated as this location and all residents in McLean County, regardless of where they live, will know they can go to the Arena to vote if they desire. It should be noted this does not mean that everyone will or must go to the Arena to vote. Rather, all the usual polling places will still be available. The Arena will instead simply serve as an additional option as the “universal” polling place for all residents of McLean County.

- Residents of Bloomington who decide to vote at the Arena will be guided to the City’s area of the Arena.
- Residents that live outside of Bloomington will be guided to the County Clerk’s area of the Arena.

Due to the pandemic, the use of the Arena is currently limited and allowing its use by the County will help serve an important and vital public function. As a result, staff for both the City and County have worked on and are proposing an intergovernmental agreement that will allow the Arena to be used by the McLean County Clerk as a universal voting location on November 3, 2020. The Arena will also be available for set up and tear down before and

after Election Day.

The proposed agreement was reviewed and approved by the McLean County Finance Committee on August 5, 2020, and was approved by the McLean County Board on August 18, 2020.

Because this purpose serves a government function, the standard Arena rental fees are proposed to be waived.

The Resolution also authorizes the City Manager to enter into a similar memorandum of understanding with the Bloomington Election Commission to allow their use of the Arena for voting purposes.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, the approval of this intergovernmental agreement will not have a negative economic impact on the City.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: There is no rental fee associated with the proposed intergovernmental agreement, however the County has agreed to cover any extra expenses that might be incurred due to the use of the Arena.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

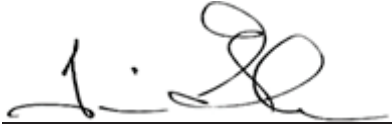
Prepared by: Jeffrey Jurgens, Corporation Counsel

Reviewed by:

	
Jeffrey R. Jurgens, Corporation Counsel	Chris Tomerlin, Budget Manager
8/13/2020	8/18/2020


Tara Henry, Legislative Assistant
8/20/2020

Recommended by:


Tim Gleason, City Manager

Attachments:

- LGL 3B Voting Center Resolution
- LGL 3C IGA_City of Bloomington Coliseum for Election FINAL

RESOLUTION NO. 2020 - _____

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MCLEAN COUNTY
REGARDING USE OF THE ARENA AS A VOTING CENTER AND AUTHORIZING THE CITY
MANAGER TO ENTER INTO AN AGREEMENT WITH THE BLOOMINGTON ELECTION
COMMISSION FOR USE OF THE ARENA FOR VOTING PURPOSES**

WHEREAS, the General Assembly recently enacted Public Act 101-642 which mandates all election authorities “establish one location to be located at an office of the election authority or in the largest municipality within its jurisdiction where all voters in its jurisdiction are allowed to vote on election day”; and,

WHEREAS, the County of McLean and the Bloomington Election Commission both desire to use the Arena to fulfill this new statutory duty, imposed by Public Act 101-642, for the November 2020 General Elections; and

WHEREAS, the City Council finds it to be in the best interests of the City to authorize the use of the Arena for voting purposes for the upcoming November 3, 2020, General Election.

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

That the Intergovernmental Agreement Between the City of Bloomington and the County of McLean for Use of the Arena as a Voting Center on Election Day, November 3rd, 2020, is hereby approved and the City Manager is further authorized to enter into a Memorandum of Understanding for use of the Arena for the November 3, 2020, General Election by the Bloomington Election Commission.

PASSED this ____ day of August 2020.

APPROVED this _____ day of August 2020.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum-Smith, City Clerk

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON AND THE COUNTY OF McLEAN
FOR USE OF THE ARENA AS A VOTING CENTER
ON ELECTION DAY, NOVEMBER 3RD, 2020

WHEREAS, under Article 7, Section 10, of the Illinois Constitution of 1970, units of local government may contract among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the City of Bloomington is a home rule municipality under Article 7, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, the County of McLean is a unit of local government exercising power under the Counties Code (55 ILCS 5/1-1001, et seq.); and

WHEREAS, in addition to the constitutional allowance for intergovernmental cooperation, the General Assembly has codified the ability of local units of government to enter into agreements to exercise authority in the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); and

WHEREAS, Section 5/3-2007 of the Counties Code authorizes mandates that the County Clerk maintain offices “at the court house of the county, or at such other place as may be provided for” and further provides that the office(s) of the County Clerk “may be changed and otherwise fixed and determined by the county board of any county”; and,

WHEREAS, the General Assembly recently enacted Public Act 101-642 which mandates all election authorities “establish one location to be located at an office of the election authority or in the largest municipality within its jurisdiction where all voters in its jurisdiction are allowed to vote on election day”; and,

WHEREAS, the City of Bloomington and County of McLean desire to agree on the manner in which the McLean County Clerk may use the Arena to fulfill a new statutory duty imposed by Public Act 101-642 for the November 2020 General Elections.

NOW, THEREFORE, the City of Bloomington and the County of McLean enter into an intergovernmental agreement with the following terms to make the Arena an office of the McLean County Clerk for the week of November 1, 2020 to November 7, 2020.

I. STATEMENT OF PURPOSE

The Arena will serve as an office of the McLean County Clerk from November 2, 2020 through November 6, 2020 and be the single location wherein all voters in the jurisdiction of the McLean County Clerk are allowed to vote on election day pursuant to Public Act 101-642. The Arena is owned by the City of Bloomington and is located in the City of Bloomington.

II. DEFINITIONS

When used in the Agreement, the following terms shall have the meaning indicated:

“Arena”: Grossinger Motor’s Arena located at 101 S. Madison St. Bloomington, Illinois

“Clerk”: The McLean County Clerk, Kathy Michael or her designee

"City": The City of Bloomington

“County”: The County of McLean

“Election day”: November 3, 2020

III. ADMINISTRATION

The Arena shall be administered by the City.

IV. USE OF THE ARENA

The City shall permit the County and the Clerk to use the arena under the following conditions.

a. Scheduling

The Clerk shall establish a master schedule for the use of the facility for the duration of the November 2020 term. A proposed schedule will be given to the City for their review. The City will be responsible for notifying the Clerk of any problems with the scheduled dates. After a reasonably sufficient time to correct scheduling conflicts/issues, the Clerk will issue a final schedule.

At no time will the City prohibit the use of or make the Arena unavailable to the Clerk on November 3, 2020.

b. Supervision

The Clerk shall be required to provide a representative who shall be present at all times the Clerk uses the Arena. The use of the Arena shall be conditioned on the Clerk providing the City a current list of approved election judges confirmed to facilitate the 2020 general election by a court of competent jurisdiction. The Clerk and all employees, election workers and/or judges of the election shall not be considered employees or agents of the City and instead shall be the sole responsibility of the County.

c. Equipment

The Clerk shall provide its own equipment necessary for the taking and tallying of votes in its jurisdiction. The City maintains no responsibility for the safety or security of the equipment, which shall remain the responsibility of the Clerk.

The City shall determine which area of the Arena is designated for the Clerk's use and said area shall be sufficient to accommodate the Clerk to satisfaction of the Clerk. The City shall provide the appropriate signage to the general public to navigate the Arena on election day.

d. Damage

While using the Arena, the Clerk shall be responsible for damages to the Arena that are due to willful or wanton negligence, intentional or illegal conduct, or misuse of the site. Damages associated with regular wear and tear of the arena are the responsibility of the City.

The City shall inspect the Arena after the term of this agreement for any damage and shall notify the County and Clerk as soon as reasonably possible for such damage.

e. Arena Preparation

The City shall allow the Clerk access to the Arena to set up election equipment, train election judges, and for any other election related purpose leading up to the general election day. Said access shall be at an agreed upon date and time by the Clerk and the City.

V. FEES/BILLING

There shall be no rental charge or fee associated with the use of the Arena by the County. However, the County shall be responsible for and cover any extra expenses associated with the Clerk's use of the Arena. Said extra expenses shall be detailed on an invoice and provided to the County within 30 days for payment.

VI. MAINTENANCE

The City shall maintain the current physical Arena and upkeep of the property as it is on November 2, 2020. The City shall keep the Arena clean and tidy for the duration of the term of this agreement, providing receptacles for refuge and sanitary restrooms to the

Clerk and election judges. If the Clerk cannot use the Arena because it is not in operating condition (defined as the ability to qualify by state standards) during the scheduled term of this agreement, the Clerk may cancel the agreement. At no time shall the Arena be unavailable to the Clerk on November 3, 2020.

VII. LIABILITY

Each of the parties of this Agreement shall insure themselves or obtain insurance in an aggregate amount of \$1,000,000 and \$500,000 per incident for claims or judgments against them arising from the construction, management, operation, maintenance, or usage of the arena established by the agreement. Each party to this Agreement shall indemnify and hold harmless the other parties to this Agreement against all liability arising for injury to person or property resulting from the acts of each party's own employees.

In the event an employee of any jurisdiction which is a party to this Agreement is injured in such a manner as to require the jurisdiction employing said employee to pay claims to said employee under the Worker's Compensation Act, the expenses for such injury shall be borne by the jurisdiction employing the employee and shall not be subject to contribution from any other jurisdictions entering into this Agreement.

Each party to the Agreement shall waive any claims for damages or injury which it may have a right to assert against any other party to this Agreement which arises from the management, operation, or maintenance of the arena established by this Agreement, excepting claims for misappropriation of funds and claims for damages or injury resulting from willful or wanton conduct of an employee of a party to the Agreement.

Nothing in the Agreement is intended to modify or waive the protections each party has under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.).

VIII. AMENDMENT OF AGREEMENT

No amendment or modification to this Agreement or waiver of a Party's rights hereunder shall be binding unless it shall be in writing and signed by the Party against whom enforcement is sought.

IX. TERM

This Agreement shall remain in full force and effect for a period of one (1) week, beginning on November 2, 2020 and terminating on November 6, 2020.

X. SEVERABILITY

In the event any portion of this Agreement is held by any court to be unconstitutional or in excess of the powers granted by law to the parties to this Agreement, such ruling or findings shall not void this Agreement, but shall instead be deemed to have severed such provisions from the remainder of this Agreement.

Date

COUNTY OF McLEAN

By: _____
Chairman, McLean County Board

By: _____
McLean County Clerk

ATTEST: _____
McLean County Clerk

Date

CITY OF BLOOMINGTON

By: _____
Mayor

ATTEST: _____
Bloomington City Clerk



CONSENT AGENDA ITEM NO. 8.E

FOR COUNCIL: August 24, 2020

SPONSOR: Legal Department and Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on an Ordinance Amending Chapter 23 of the City Code on Boat Docks and Approving Certain Access Easements and a Dock Agreement at Lake Bloomington, 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
- Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

- Objective 2b. Quality water for the long term
- Objective 1d. City services delivered in the most cost-effective, efficient manner

BACKGROUND: Legal and Public Works are recommending the approval of an Ordinance Amending Chapter 23 of the City Code on Boat Docks and Approving Certain Access Easements and a Dock Agreement at Lake Bloomington.

In 2018, the City Council approved a new permit requirement for docks at Lake Bloomington. This new permitting structure allows individuals leasing property from the City that maintain a residence on their leased property, to also apply and receive a permit to have a dock on Lake Bloomington. In addition, non-profit organizations that lease land near Lake Bloomington are also allowed to have dock permits. Since the enactment of the dock permitting ordinance, the City has issued 237 dock permits. All of these docks have to comply with the City's requirements to help maximize water quality protection, and the docks are inspected on an annual basis.

Although the 2018 dock permitting ordinance addressed the majority of the dock issues at Lake Bloomington, City staff has worked since that time to address a few remaining dock issues. As a result, two docks that were not entitled to a permit were removed. This left only a dock owned by Dale Whitwood and five docks south of the Hickory Bridge.

While Mr. Whitwood leases land from the City at Lake Bloomington, he does not maintain a residence on it and thus was not entitled to a dock permit under the 2018 ordinance. Since adoption of the 2018 Ordinance, he has moved and reconstructed the dock to be in compliance with the City's requirements and has agreed to further limit its transferability. Accordingly, City staff is recommending a change to the City Code to allow a dock permit in this situation. The proposed ordinance also authorizes the City Manager to enter into an agreement with Mr. Whitwood that will ensure the dock is limited in terms of its

transferability and that it complies with all City requirements.

The proposed ordinance also provides a mechanism for the individuals that own land south of the Hickory Bridge to maintain their docks, subject to strict limitations, including restrictions on transferability. As part of this, the proposed ordinance authorizes the City Manager to enter into access easements with five property owners.

The City limits boat docks to no more than 245, and this number will not need to be increased based on the changes proposed in the ordinance. Rather, by the enactment of the 2018 ordinance, the City has been able to control the growth and expansion of docks at Lake Bloomington. The approval of the proposed ordinance will serve to finalize the remaining dock issues in a manner that is acceptable to all involved.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this agenda item is operational in nature and expected to have little to no impact on City resources or finances.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Property owners and lease holder impacted by the access easements.

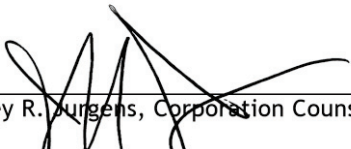
FINANCIAL IMPACT: The City charges an initial \$250 for a dock permit, with a renewal fee of \$50. The proposed access easements will include a one-time fee of \$500. These revenues are recorded in the Lake Maintenance-Dock Permits account (50100140-54171). Stakeholders can locate this in the FY 2021 Budget Book titled "Other Funds & Capital Improvement" on page 127.

COMMUNITY DEVELOPMENT IMPACT: UEW-1 Provide quality public infrastructure within the City to protect public health, safety and the environment. Goals 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: Jeffrey Jurgens, Corporation Counsel

Reviewed by:


Jeffrey R. Jurgens, Corporation Counsel

8/5/2020


Chris Tomertin, Budget Manager

8/12/2020


Tara Henry, Legislative Assistant

8/20/2020

Recommended by:

A handwritten signature in black ink, appearing to read 'T. Gleason', is positioned above a horizontal line.

Tim Gleason, City Manager

Attachments:

- LGL 2B Lake Bloomington Docks Ordinance 08242020

ORDINANCE NO. 2020 - ____

AN ORDINANCE AMENDING CHAPTER 23 OF THE CITY CODE ON BOAT DOCKS AND
APPROVING CERTAIN ACCESS EASEMENTS AND A DOCK AGREEMENT
AT LAKE BLOOMINGTON

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois:

SECTION 1. That Chapter 23, Section 3.1(B) on Boat Docks is hereby amended as follows:

- (B) A dock permit may be issued only to Lake Leaseholders that maintain a residence on the leased property. In addition, dock permits may be issued to: (1) nonprofit Lake Leaseholders; (2) and those that have a separate lease agreement with the City for the operation of a marina at the Lake; (3) those that had a Lake Lease and existing dock with a dock permit prior to March 1, 2018, and separate agreement with the City relating to said dock; and (4) those that have an access easement south of the Hickory Bridge. However, no permit may be issued for any boat dock that: (1) is anchored/located within a public access area and lays within 15 feet of any a neighboring lot line; and/or (2) extends more than 40 feet into the reservoir from the shoreline. In addition, if a dock resides on, in or next to a cove or public access area, the dock, and any accompanying structure, shall not extend more than 25% of the width of the cove or public access area.

SECTION 2. The City Manager is authorized to approved and execute non-transferable Access Easements with the owners of the following properties that currently have docks at Lake Bloomington and are in close proximity to Lake Bloomington: 17302 Walden; 17322 Walden; 17351 Harris; 24460 Anderson; and 2446 Anderson, all located in unincorporated McLean County. The City Manager is also authorized to enter into a dock permitting agreement with Dale Whitwood for the placement and operation of his dock.

SECTION 3. Except as provided herein, Ordinance 2020-18, as amended, shall remain in full force and effect.

SECTION 4. The City Clerk shall be, and is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 5. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 6. This ordinance shall be effective immediately after its execution and publication as required by law.

PASSED this 24th day of August 2020.

APPROVED this _____ day of August 2020.

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk



CONSENT AGENDA ITEM NO. 8.F

FOR COUNCIL: August 24, 2020

SPONSOR: Community Development Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on an Ordinance Approving Minor Text Amendments, Modifications, and Deletions to the Bloomington Zoning Ordinance, Chapter 44 of the Bloomington City Code, as requested by the Community Development Department.

RECOMMENDED MOTION:

The proposed Ordinance 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 City of Bloomington is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs. Pursuant to the Illinois Municipal Code, the City of Bloomington has authority to create and establish, by ordinance, zoning regulations and districts, and to amend said regulations and districts from time to time. On March 11, 2019, the Bloomington City Council adopted a comprehensive text amendment to Chapter 44 of the City Code. At that time, staff announced that the City would revisit the adopted ordinance in a year to make minor changes, modifications, and clarifications as needed. As a best practice, the City should evaluate its ordinances every one or two years. On April 13, 2020, the City Council approved Resolution 2020-12 initiating a public hearing for text amendments, modifications, deletions and clarification to Divisions 2,5,6,9,10,12,13,16, and 17 of Chapter 44. Most of the modifications address incorrect references to other sections and divisions of the ordinance. Scheduling of the public hearing was delayed due to the COVID-19 pandemic; staff wanted to ensure that the public could attend the public hearing in-person. The Planning Commission held a public hearing on the proposed text amendments on August 12, 2020 and recommended unanimously that Council approve this ordinance. The staff report and documentation from this meeting is available online at <https://www.cityblm.org/Home/ShowDocument?id=24994>.

The most significant amendments in the ordinance are to the Permitted Use Table in Division 5 Business District Regulations. Staff discovered an error in the footnotes associated with this Table. Note "4" is redundant and matches the language in Note "1" that "a special use is required when the use abuts a residential district". The recommended ordinance deletes Note "4". Additionally, because of the redundancy of footnote 4, many uses in the Business District referenced Footnote "3" which reads "maximum height of 45'" rather than the intended Footnote 1. For example, the existing ordinance reads that "Car Washes, Bars, Taverns, and Gun Shops" etc. "should be limited to 45 feet" instead of "requiring a special use adjacent to residential districts". These uses may be incompatible with adjacent to

residential uses, depending on their location and the nature of the business. Staff is proposing a modification of the footnotes to address this error.

Additionally, the recommended ordinance adds certain uses, like a “theater”, “sports and fitness establishments” and “Commercial Recreation Facilities with a special use” in the D-2, Downtown Transitional District and D-3, Warehouse and Entertainment District. These uses can facilitate the adaptive reuse of many larger, older buildings on the periphery of the D-1 Central Business District, and that offer amenities which serve nearby residential uses while maintaining a walkable neighborhood. Furthermore, some theaters already exist in the D-2 District and the recommended ordinance will eliminate their nonconforming status.

Lastly, the proposed ordinance includes a text amendment that clarifies the public hearing notification requirements in Division 17-5 of Chapter 44. The Planning Commission recommended that the notification requirements mirror those of the state statute and that the notice is provided in the newspaper at least 15 days prior to the public hearing. The Commission also recommended that the City mail courtesy notices to residents within 500 feet of the property in question. The Commission recommended a mailed courtesy notice rather than a required mailed notice because the mailed courtesy notice would still provide adequate notice to residents but could avoid unnecessary delays or hardship to the applicant, should there be an issue or delay with the mail. These changes to the notice requirements match the previous practice and requirements of the City.

As previously mentioned, it is a best practice to revisit ordinances every few years to ensure they are relevant, consistent, and clear; the proposed text amendments clarify Chapter 44 of the City Code.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic, however this agenda item is operational in nature and expected to have little to no impact on City resources or finances.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: On April 13, 2020 City Council adopted Resolution 2020-12 directing the Planning Commission to review Chapter 44 and hold a public hearing on minor text amendments, deletions and clarifications. Due to the COVID-19 pandemic, the public hearing was delayed until a time when people could participate in the hearing in-person. On August 12, 2020, the Planning Commission held a public hearing on the multiple amendments. The meeting materials are online at <https://www.cityblm.org/Home/ShowDocument?id=24994>. Legal notice of the hearing was published in *The Pantagraph* on July 27, 2020. The meeting was held at City Hall and virtually at www.cityblm.org/live. The meeting is available for review at <https://www.youtube.com/watch?v=5R652guxiSg>. No one from the public spoke in favor of the amendments and no one from the public spoke against the amendments. The Planning Commission found the amendments to be in the best interest of the public and to align with the goals of the Comprehensive Plan. The Commission unanimously recommended that City Council approve the text amendments provided in the attached ordinance.

FINANCIAL IMPACT: N/A

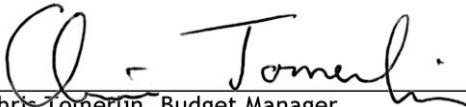
COMMUNITY DEVELOPMENT IMPACT: Objective N-1.1 Enhance the livability of all Bloomington neighborhoods, Action N-1.1a Update the ordinances and regulations as needed to accomplish the goals of the comprehensive plan; Objective N-1.3 develop the

neighborhoods in the Preservation area while carefully protecting their historic nature and character, Action N- 1.3c Foster preservation and adaptive reuse of significant historic buildings and structures. While residents can file variances, the sections of the zoning code that address setbacks should be revisited and amended to reflect the “non-conforming” condition. Such revision adds predictability and make this area more appealing for private investment; and Objective D-2.5 Consolidate retail uses within in the Downtown core, Action D-2.5a Ensure codes and regulations facilitate use of the area for retail locations.

Respectfully submitted for Council consideration.

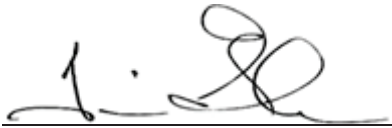
Prepared by: Katie Simpson, City Planner

Reviewed by:

	
Robert G. Mahrt, Community Development Director	Chris Tomertin, Budget Manager
8/18/2020	8/18/2020

	
Jeffrey R. Jurgens, Corporation Counsel	Tara Henry, Legislative Assistant
8/19/2020	8/19/2020

Recommended by:


Tim Gleason, City Manager

Attachments:

- CD 1B Ordinance Minor Amendments to Chapter 44
- CD 1C Draft Minutes PC 08.12.20

ORDINANCE NO. 2020 - ____

**AN ORDINANCE APPROVING MINOR TEXT AMENDMENTS, MODIFICATIONS,
AND DELETIONS TO THE BLOOMINGTON ZONING ORDINANCE, CHAPTER 44
OF THE BLOOMINGTON CITY CODE**

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

WHEREAS, pursuant to the Illinois Municipal Code, the City of Bloomington has authority to create and to establish, by ordinance, zoning regulations and districts, and to amend said regulations and districts from time to time; and,

WHEREAS, the Bloomington City Council adopted a comprehensive text amendment to Chapter 44 of the City Code on March 11, 2019; and,

WHEREAS, the City desired to evaluate said text amendment after one year and make minor amendments, clarifications, modifications, and deletions as necessary; and,

WHEREAS, on April 13, 2020 City Council passed Resolution 2020-12 initiating multiple minor text amendments to Chapter 44 and,

WHEREAS, on August 12, 2020, after proper notice was given, the Bloomington Planning Commission held a public hearing on the minor text amendments and determined the adoption of the amendments presented in Exhibit A, attached to and hereby incorporated in this Ordinance, are in the interest of the public's health safety and welfare; and,

WHEREAS, pursuant to Chapter 44.17-6 of the Bloomington City Code, the City Council has the power to pass this ordinance to initiate minor amendments, clarifications, modifications and deletions to its zoning regulations, Chapter 44 of the Bloomington City Code, and to direct the Bloomington Planning Commission to hold a public hearing on said amendments.

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

1. That the minor text amendments to the Bloomington Zoning Ordinance, Chapter 44 of the Bloomington City Code as set forth in Exhibit A, are hereby approved.
2. That this Ordinance shall be in full force and effective as the time of its passage.

PASSED this 24th day of August 2020.

APPROVED this ____ day of August 2020.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk

Exhibit A

Minor Text Amendments to Chapter 44 of the City Code

Code Reference	Amendment	Reason
Chapter 2-Title	BLOOMINGTON ZONING ORDINANCE - SECTION DIVISION 2	Modification— consistency
Table 5(2)A: Business Districts-Permitted and Special Uses	Delete footnote “4” text and leave blank for future reference.	Deletion— redundant, footnote 4 was the same as footnote 1
Table 5(2)A: Business Districts-Permitted and Special Uses	Change the footnote reference from “3 maximum height of 45’” to “1 special use required when use adjoins a residential district boundary line” for the following uses: “Car Wash” in B-1; “Farm Machinery Sales and Service” in B-1; “Vehicle Rental Service” in B-1; “Entertainment and Exhibition Venues” in B-1; “Kennels, with no outdoor exercise area” in B-1, B-2, C-1 and D-3; “Bars, Taverns and Nightclubs” in B-1; “Drive-Through, attached to retail or service use” in B-1 and B-2; “Gun Shops” in B-1 and B-2;	Clarification— footnotes incorrect
Table 5(2)A: Business Districts-Permitted and Special Uses	Delete the footnote “2-use is permitted only when located above the first story above grade” for “Place of Worship” in the B-1 district.	Clarification— footnotes incorrect
Table 5(2)A: Business Districts-Permitted and Special Uses	Add “Place of Worship” with a “special use” in the B-2 district	Addition—to address existing nonconformities
Table 5(2)A: Business Districts-Permitted and Special Uses	Add “Commercial Recreation Facilities” as a “special use” in the D-2 and D-3 districts	Addition
Table 5(2)A: Business Districts-Permitted and Special Uses	Modify “Sports and Fitness Establishments” in the D-2 district from “special use” to “permitted use”	Modification— consistency with adjacent districts and uses
Table 5(2)A: Business Districts-Permitted and	Add “Theaters and Auditoriums” as a permitted use in the D-2 district	Addition—to address existing

Special Uses		nonconformities
Table 5(2)A: Business Districts-Permitted and Special Uses	Add “Bus and Taxi Passenger Terminals” as a “special use” in the D-2 and D-3 districts	Addition—consistency with adjacent districts and uses
Table 6(2)A: Manufacturing Districts-Permitted and Special Uses	Add “Place of Worship” with a “special use” in the M-1 district	Addition—to allow consistency with other assembly uses in district
9-4A Permitted Encroachments in Required Yards.	“Table 9-4 5 ”	Modification—incorrect reference
9-4B Permitted Encroachments in Public Rights-of-Way.	“provided a minimum 5’4’ wide clear path be maintained”	Clarification—to ensure compliance with ADA
9-5B Principal Building on a Lot (nonresidential districts)	“In all other districts, and subject to the site plan review requirements in 5 of this Code , more”	Deletion—simplify
9-7A5(B)—Temporary Uses	“items described in Section 9-7 8 A. 34 (a), (b), (c), and (l).”	Modification—incorrect reference
9-10 B. Fence Materials	Fence Materials. “1. Residential fences shall not be constructed of chain-link, wire mesh, barbed wire, electrically charged fence, or topped with sharp edged materials. In residential districts, chain link fence may be allowed in the rear yard when not visible from the street. 2. In all other districts, except in the agricultural, manufacturing and P-3 Airport District, fences shall not be constructed of chain link, wire mesh, barbed wire, electrically charged fence, or topped with sharp edged materials.”	Addition and Clarification—to allow residential uses to have chain link fences in rear yards not visible from street (addressing economic hardship) and clarify regulations between residential and other nonresidential districts
9-11D1. Outdoor Lighting.	“General. All outdoor lights used to illuminate any lot in any district business, manufacturing or public interest district	Clarification--simplify

	that is adjacent to or across a street from any lot in a residential district shall be so shielded and directed as to protect such residentially zoned adjacent lots or lots across the street from direct or reflected glare.”	
10-15A2(a) Operational Standards for Commercial Recreation Facilities	“It shall be unlawful for any person to set up for operation or allow operation of more than sixty (60) such mechanical, electronic and/or video type game machines in any one location or establishment in the B-1 , B-2, and B-3 D-1 , D-2 , and D-3 Districts and more than one hundred forty (140) such machines in any one location or establishment in the C-3-B-1 District.”	Modification— incorrect references
10-20A. Home Occupations	“A home occupation or profession shall be permitted as an accessory use in the A and R districts subject to the following restrictions”	Addition—incorrect reference
Division 12. Off-Street Parking and Loading Table of Contents	Add “ 12-9 Adjustments to Required Parking. ” Renumber: 12- 9 10 Other Parking Uses 12- 10 11 Loading Design Standards 12- 11 12 Off-Street Loading Requirements 12- 12 13 Bicycle parking requirements 12- 13 14 Mobility and circulation	Modification— missing reference
12-3E5	“recreational equipment must be on a hard surface as defined in Section 3-2 Division 16 of this Code”	Modification— incorrect reference
12-3E6	“Camping trailers, domestic utility trailers, boats on trailers, and other items of recreational equipment stored on trailers need to be a compacted surface, as defined by Section 10 Division 16 of this Code”	Modification— incorrect reference
12-4	Renumber Subsection “G” to “B”	Modification— incorrect reference, consistency
12-5B3	“Where ten (10) or more parking spaces are required, off-street parking areas	Modification— consistency with

	shall be located a minimum distance of twelve (12) six (6) feet from the property line, in front yards, and six (6) feet from the side and rear property lines to accommodate a landscaped perimeter as provided in Division 13.”	Division 13
Graphic 12-5B	Amend graphic to reflect twelve (12) foot setback in front yards.	Modification—consistency with Division 13
12-6F2(a)	“Driveways leading to parking lots of ten (10) parking spaces or more shall conform to the requirements of Section 12-6 FD .1. of this Code.”	Modification—incorrect reference
12-6H3	Dimensions for compact spaces are shown in Table 12-6 I. X- .	Modification—incorrect reference
13-4E2 Sight Distance Requirements	“shall be in compliance with Section 9-9 4-5-E . of this Code and the following visibility triangle standard:”	Modification—incorrect reference
Graphic 13-7(B)	Amend graphic to reflect twelve (12) foot setback in front yards.	Modification—for consistency
Graphic 13-7(C)	Amend graphic to reflect twelve (12) foot setback in front yards.	Modification—for consistency
16-2-Definitions “A”	ARTISANAL/CRAFT PRODUCTION AND RETAIL: An establishment for the preparation, display, and sale of individually crafted artwork, jewelry, furniture, sculpture, pottery, leathercraft, hand-woven articles, and related items of artisanal quality. This category also includes small scale alcohol production* outlined and defined in (235 ILCS 5/5-1) (from Ch. 43, par. 115). *production amounts and distribution requirements regulated by the Illinois Municipal Code and Chapters 6 and 26 of the City of Bloomington City Code	Modification—to match ordinance adopted in 2016
16-9-Defintions “H”	HARD SURFACE: Means any asphalt or concrete surface of an approved thickness as required by Division 7 12 of this Code, but excluding rock, gravel,	Modification—incorrect reference

	grass, or dirt.	
16-9-Defintions “H”	HOME OCCUPATION: An occupation or business conducted within any dwelling unit which meets the standards of Section Division 4-4-D 10-20 of this Code.	Modification— incorrect reference
Division 17 Table of Contents	Delete 17-14—Zoning—Compliance Certificate ; Renumber 17- 15 14 Zoning Verification Letters, 17- 16 15 Complaints and Penalties	Deletion—obsolete Modification— incorrect reference
17-5 Notice and Public Hearings	“Notices shall also be sent by first-class mail”	Deletion— consistency with actual practice
17-7D4(l)	“Landscaping plan indicating the size, location and general characteristic of plant materials as specified in Division 13 of this Zoning Ordinance.”	Addition— clarification
17-7J Expiration and Revocation of special use permits and existing special use.	The revocation or expiration of a special use permit issued pursuant to Section 10-3 of this Code or the expiration or revocation of an existing special use shall cause the use to become an illegal use for the property in question and shall be subject to the enforcement procedures under Section 13-1 of this Code.	Deletion—simplify
17-7L Change of Use.	“In any case where a special use permit has been granted or where existing special use status has been granted, and the special use has been established, a change in use, from the approved or authorized special use to another use, shall cause the special use permit or existing special use status authorized by Section 10-3 of this Code to expire.”	Deletion—simplify
17-9E3(b) Minor Changes to an approved site plan.	“Minor changes to an approved site plan are those that do not change the intent or character of development or modify the conditions of approval. Examples of minor changes are such as slight adjustments to the in the location, siting, and height of structures, the location of parking stalls and loading areas, and the location and	Clarification

	species of landscaping. Minor changes may be authorized by the Director of Community Development pursuant to the administrative procedures in Section 17-9 F.;"	
17-12D1 Administrative Appeals	"In appeals to the Board from decisions of the administrator denying a sign permit or declaring a sign structure to be illegal, the Board's scope of review shall be limited to determining whether or not the Administrator's decision is in accordance with the requirements of the Sign this Code and applicable law and accordingly affirm or reverse the appealed decision. The Board may direct the Administrator to issue the permit or statement permitting the sign structure in accordance with its decision or may remand the matter for further consideration and investigation consistent with the Board's ruling"	Clarification
17-5A&B Notices and Public Hearing Procedures	Required legal notice. After an application has been certified complete as required by § 44-1704, the applicable review or decision-making body shall fix a reasonable time for the required hearing of the application or appeal. Notice of the time and place of a legislative or administrative hearing shall be given in accordance with the laws of the State of Illinois. <u>(1)</u> The Zoning Administrator or designee shall publish notice of the hearing in a newspaper of general circulation in the City of Bloomington at least 15 days, but no more than 30 days before the date of the public hearing. (2) Notice shall also be sent by first class mail or personal delivery to the property owner as shown on the records of the Local Tax Assessor's Office of record of all parcels, lying in whole or in part within	Clarification and consistency with state statute

~~500 feet, inclusive of public right-of-way, of the property lines of the property for which the action is requested.~~

~~(3) The notice shall be given at least 15 days, but not more than 30 days before the date the application will be considered for approval.~~

(3) If the name of the occupant is not known, the term "occupant" may be used in making notification under this subsection.

(4) The notice shall include all of the following:

(a) The name and address of the applicant and property owner;

(b) The common address or location of the subject property;

(c) A description of the nature and purpose of the requested action;

(d) The location, date and time of the public hearing or meeting; and

(e) The office address and telephone number of the City office where information concerning the application may be obtained.

B. Courtesy notice. In addition to any required legal notice as provided herein, courtesy notice may be given at the direction of the Director of Community Development in the following ways:

~~(a) Notice shall also be sent by mail or personal delivery to the property owner as shown on the records of the Local Tax Assessor's Office of record of all parcels, lying in whole or in part within 500 feet, inclusive of public right-of-way, of the property lines of the property for~~

	which the action is requested before the date of the public hearing. (b) by posting the property affected with a sign indicating that zoning action affecting the property is pending and that additional information may be obtained from the Director of Community Development. Distribution of courtesy notice shall not constitute a precedent for future notice on the subject application or on any future application.	
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DRAFT
MINUTES

**PUBLISHED BY THE AUTHORITY OF
THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS
WEDNESDAY, AUGUST 12, 2020, 4:00 P.M.
WWW.CITYBLM.ORG/LIVE**

This meeting was conducted under Governor Pritzker's Executive Order 2020-07, Section 6 implemented in response to COVID-19, which suspended in-person attendance under the Open Meeting Act, 5 ILCS 120.

The Planning Commission convened in Regular Session virtually via zoom conferencing at 4:01 p.m., Wednesday, August 12, 2020. The meeting was live streamed to the public at www.cityblm.org/live. The Meeting was called to order by Chairperson Megan Headean.

Roll Call

Attendee Name	Title	Status
Ms. Megan Headean	Chair	Present
Mr. Tyson Mohr	Vice Chair	Present
Mr. Justin Boyd	Commissioner	Absent
Mr. Thomas Krieger	Commissioner	Present
Ms. Megan McCann	Commissioner	Present
Mr. Mark Muehleck	Commissioner	Present
Mr. David Stanczak	Commissioner	Present, arrived at 4:12 PM
Mr. John Danenberger	Commissioner	Present
Mr. George Boyle	Assistant Corporate Council	Present
Mr. Craig McBeath	Interim Information Systems Director	Present
Ms. Katie Simpson	City Planner	Present
Mr. Bob Mahrt	Community Development Director	Present

COVID-19

Chairperson Headean explained that this meeting was being held virtually via live stream pursuant to the gubernatorial executive order 2020-07, Section 6. Public comment was accepted until 15 minutes before the start of the meeting. Written public comment must have been emailed to publiccomment@cityblm.org and those wishing to speak live must have registered at <https://www.cityblm.org/register> at least 15 minutes prior to the meeting. Chairperson Headean and City Planner Katie Simpson were at City Hall, 109 E. Olive Street, Bloomington IL 61701. City Hall was open to the public with limited occupancy. No one from the public attended the meeting in person.

DRAFT
MEETING MINUTES

**PUBLISHED BY THE AUTHORITY OF THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS
WEDNESDAY AUGUST 12, 2020**

Public Comment

Chairperson Headean opened the floor for public comment. None.

Minutes

The Commission reviewed the minutes from the July 22, 2020 regular meeting of the Bloomington Planning Commission.

No changes were proposed.

Commissioner Krieger made a motion, seconded by Commissioner McCann, that the amended Minutes from the July 22, 2020, meeting be approved:

AYES: Daneberger; Krieger; McCann; Mohr; Muehleck, Chairperson Headean

NAYES: None.

Motion carried.

Regular Agenda

Z-12-20 Public Hearing, review and action on minor text amendments, modifications and deletions to the Bloomington Zoning Ordinance, Chapter 44 of the City Code, submitted by the Bloomington City Council (Resolution 2020-12)

Chairperson Headean opened the public hearing and introduced the case. Ms. Simpson provided staff's positive recommendation and explained that staff was looking for guidance regarding a clarification to the notice procedures. Staff prepared two possible revision options to Division 17-5. Each option clarifies the timing of neighborhood notice. The first option (the "Courtesy" option) requires legal notice to be published in the paper 15 days prior to the public hearing, consistent with the state statute, and allows for a courtesy notice to be mailed to property owners within 500 feet. The first option aligns with the city's previous notification requirements. The second option (the "Required" option) specified that legal notice is published in the newspaper and that neighborhood notices are mailed at least 15 days prior to the public hearing.

The Commission discussed the pros and cons of both options. The general consensus of the Commission was that the "Courtesy" option would still provide adequate notice to the neighborhood while protecting applicants from unnecessary public hearing delays that could occur if there was an issue with or delay in the mailing system outside of the city and the applicant's control. The Commission found the amendments to be in the interest of public health, safety and welfare.

Commissioner Mohr made a motion, seconded by Commissioner Muehleck, to adopt the staff findings and analysis.

AYES: Daneberger; Krieger; McCann; Mohr; Muehleck, Chairperson Headean

NAYES: None.

Motion carried.

Commissioner Mohr made a motion, seconded by Commissioner Krieger, to recommend that the City Council approve the proposed text amendment and amend Division 17-5 to reflect the first notice option (the “Courtesy” option) provided by staff.

AYES: Daneberger; Krieger; McCann; Mohr; Muehleck, Stanczak Chairperson Headean

NAYES: None.

Motion carried.

OLD BUSINESS

None.

NEW BUSINESS

None.

ADJOURNMENT

Commissioner Krieger made a motion, seconded by Commissioner McCann, that the meeting be adjourned.

Motion carried (viva voce)

The meeting adjourned at 4:14 p.m.

CITY OF BLOOMINGTON

ATTEST

Chairperson Megan
Headean

Katie Simpson, City Planner



CONSENT AGENDA ITEM NO. 8.G

FOR COUNCIL: August 24, 2020

SPONSOR: City Clerk Department

WARD IMPACTED: Ward 7

SUBJECT: Consideration and action to approve the Application of Aldi, Inc., d/b/a Aldi, Inc. #54R, to be located at 907 Maple Hill Road, 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 3a. Retention and growth of current local businesses

BACKGROUND: The applicant is building a new store to replace the current one located at 1025 Wylie Dr. They are requesting the same license type as the one held at the current location. A Class PBS liquor license will allow the sale of packaged beer and wine only for consumption off the premises seven days a week.

This item appeared on the August 11, 2020 Liquor Commission agenda where the Commission unanimously approved the request and positively recommended the application to the City Council (draft minutes attached) for additional consideration.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic, however this agenda item is operational in nature and expected to have little to no impact on City resources or finances.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, on August 1, 2020 a public notice was published in *The Pantagraph* and 87 notices were mailed to properties within 500 feet of the business. The application appeared on the August 11, 2020 Liquor Commission Meeting Agenda.

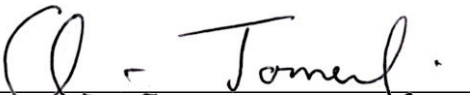
FINANCIAL IMPACT: The current annual license fee for a Class PBS liquor license is \$1,450, which will be recorded in the Non-Departmental Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2021 Budget Book titled "Budget Overview & General Fund" on page 124. It is also 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: N/A

Respectfully submitted for Council consideration.

Prepared by: Amanda Mohan, Records and Licensing Specialist

Reviewed by:


Chris Tomerlin, Budget Manager

8/18/2020

George Boyle

George Boyle, Assistant Corporation Counsel

8/19/2020


Tara Henry, Legislative Assistant

8/19/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- CLK 1B Aldi #54R_New Location Application_Class PBS_Redacted
- CLK 1C DRAFT 08-11-2020 Liquor Commission Meeting Minutes_Aldi Inc. #54R

July 27, 2020

City Clerk Requirement Verification Memo

To: Liquor Commission

Re: Legal Name: Aldi, Inc.

D/B/A Name: Aldi, Inc. #54R

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
- ☒ BASSET Certifications for Management
- ☒ Certificate of Good Standing with the State of Illinois
- ☒ Certificate of Liability Insurance (DRAM Shop)
- ☒ Liquor Bond in the amount of \$2,000
- ☒ Financial Information
- ☒ A Lease not required. The building is owned by Applicant.

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
Records and Licensing Specialist

OFFICE USE ONLY

Submittal Date: 7/13/20

Renewal Type (A, SA): A

Staff Initials: AM



Business Contact Sheet

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

Legal Name (Individual, Partnership, Corporation/LLC): ALDI INC

Doing Business As (D/B/A): ALDI INC #54R

Business Address: ~~KANNON~~ 907 Maple Hill Road

City/State: ~~Dwight, IL~~ Bloomington, IL

Zip Code: ~~60420~~ 61705

Business Phone Number: ~~815-841-8020~~ 309-556-0765

Business Email Address: [REDACTED]

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

Billing Email Address: [REDACTED]

License Renewals

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

Primary Contact:

Name: Jacki Rogers Phone Number: [REDACTED]

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

Alternate Contact:

Name: Phone Number:

Address: City/State: Zip Code:

Manager:

Name: Skylynn Hockenbury Phone Number: [REDACTED]

Address: [REDACTED] City/State: East Peoria, IL Zip Code:

Shift Manager: Nicole Grinderslve, [REDACTED] Bloomington

Amanda Mohan

From: [REDACTED]
Sent: Thursday, July 23, 2020 11:26 AM
To: Amanda Mohan
Subject: RE: Application Update Confirmation & Questions

Jacki Rogers
Executive Assistant

ALDI Inc. Dwight Division
Executive Assistant

1 ALDI Drive
Dwight, IL 60420

Tel: [REDACTED]
Fax: [REDACTED]

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From: Amanda Mohan <amohan@cityblm.org>
Sent: Thursday, July 23, 2020 11:21 AM
To: Rogers, Jacki (DWT/Exe Asst) [REDACTED]
Subject: RE: Application Update Confirmation & Questions

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Good morning,

Great, thank you for the confirmation. Would you also be able to answer the two questions for clarification?

If you have any questions, please do not hesitate to reach out. Thank you.

Sincerely,

Amanda Mohan
Records and Licensing Specialist
City Clerk Department
City of Bloomington
109 E. Olive Street
Bloomington, IL 61701
(309) 434-2287

From: [REDACTED]
Sent: Wednesday, July 22, 2020 1:58 PM

To: Amanda Mohan <amohan@cityblm.org>
Subject: RE: Application Update Confirmation & Questions

Yes, the edits are current.

Jacki Rogers
Executive Assistant

ALDI Inc. Dwight Division
Executive Assistant

1 ALDI Drive
Dwight, IL 60420

Tel: +1 [REDACTED]
Fax: +1 [REDACTED]

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From: Amanda Mohan <amohan@cityblm.org>
Sent: Wednesday, July 22, 2020 1:05 PM
To: Rogers, Jacki (DWT/Exe Asst) [REDACTED]
Subject: Application Update Confirmation & Questions

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Good afternoon,

Thank you for taking a few moments to review the application for Aldi #54R this morning. Below are the changes and a question we discussed. Please review and respond, confirming the edits to the application.

Updates:

- ☐ Business Address is 907 Maple Hill Road, Bloomington, IL 61705
- ☐ Filled in the address for Skylynn Hockenbury, Store Manager, as 109 Raynor St, East Peoria, IL
- ☐ Added name and address for Nicole Grinderslve, Shift Manager, at 1020 Ekstam Drive, Apt 9, Bloomington, IL
- ☐ Question #6 under Legal Requirements asked: Is the manager of the establishment ineligible to hold a liquor license for any reason other than citizenship or residence? You answered yes, but informed me the box was incorrectly marked and should have been marked no.
- ☐ We clarified the location's requested liquor license classification as a Class PBS (Package, Beer and Wine Only, and Sunday Sales) instead of a Class GPBS which is for gas station convenience stores.
- ☐ There are multiple questions in the application regarding a lease and the answers submitted contradicted each other. You clarified the building is owned and not leased.
- ☐ We clarified the Legal Name as Aldi, Inc. and the d/b/a as Aldi, Inc. #54R as this is how it will appear on the license if approved.

Questions:

- ☐ What is the new location's phone number? 309-556-0765
- ☐ You answered that the current Aldi location in Bloomington received two liquor violations. Can you please provide a little detail on each violation? It was actually violation relating to the liquor license in February 2013. Violation no. 2013-004. The other one was for an alarm.

If you have any questions, please do not hesitate to reach out. Thank you.

Sincerely,

Amanda Mohan

Records and Licensing Specialist

City Clerk Department

City of Bloomington

109 E. Olive Street

Bloomington, IL 61701

(309) 434-2287



Liquor License Application Questionnaire

TO THE APPLICANT:

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

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

LEGAL REQUIREMENTS:

- | | | | |
|--|---------------------------------------|---------------------------------------|-------|
| 1. Have you attained the age of 21 years? | Y ☒ | N ☐ | |
| 2. Have you ever had a Bloomington liquor license revoked for any cause? | Y ☐ | N ☒ | |
| 3. Have you been a resident of the City of Bloomington for one year? | Y ☒ | N ☐ | |
| 4. Are you eligible for a state retail liquor dealer's license? | Y ☒ | N ☐ | |
| 5. Are you a citizen of the United States? | Y ☒ | N ☐ | |
| 6. Is the manager of the establishment ineligible to hold a liquor license for any reason other than citizenship or residence? | Y ☒ | N ☒ | |
| 7. Are you a person of good character and reputation? | Y ☒ | N ☐ | |
| 8. Have you ever been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor? | Y ☐ | N ☒ | |
| 9. Do you own or have a valid lease to the premises for which the license is sought? | Y ☒ | N ☐ | Owned |
| 10. Have you ever been convicted of a felony under the laws of the United States or any state? | Y ☐ | N ☒ | |
| 11. Have you ever been convicted of being the keeper, or are you now the keeper of a house of prostitution? | Y ☐ | N ☒ | |
| 12. Is a holder of over 5% of corporate stock ineligible to hold a liquor license for any reason other than citizenship or residence? <i>(If applicant is a corporation)</i> | Y ☐ | N ☒ | |
| 13. Have you ever been convicted of pandering or any other crime opposed to decency and morality | Y ☐ | N ☒ | |
| 14. Is the establishment located within 100' of any church, school, hospital, home for aged, indigent persons, or war veterans, their wives or children? | Y ☐ | N ☒ | |



NATURE OF LICENSE:

1. What class liquor license are you seeking? (Please read descriptions below) ~~GPB~~ PBS

TYPE	DESCRIPTION
------	-------------

CA	Clubs - All Types of Liquor
CB	Clubs - Beer and Wine Only
EA	Entertainment/Recreational Sports Venue - All Types of Liquor
EB	Entertainment/Recreational Sports Venue - Beer and Wine Only
GPA	Convenience Store - All Types of Liquor
GPB	Convenience Store - Beer and Wine Only
PA	Package Sales - All Types of Liquor
PB	Package Sales - Beer and Wine Only
RAP	Restaurant & Package Sales - All Types of Liquor
RA	Restaurant - All Types of Liquor
RB	Restaurant - Beer and Wine Only
TAP	Tavern & Package Sales - All Types of Liquor
TA	Tavern - All Types of Liquor
TB	Tavern - Beer and Wine Only
S	Sunday Sales

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

3. State the significance of a liquor license to your establishment, present or future:
Future (replacement store)

4. How will a liquor license of the kind requested benefit the City of Bloomington and its residents? Availability of award winning products sold exclusively for ALDI

5. Upon what facts do you base your answers to the previous question?
All of the national awards we've earned which can be found on our website <https://www.aldi.us/en/grocery-goods/wine-beer/wine-awards/>

6. Do you intend to furnish live entertainment in the establishment to be licensed? Y ☐ N ☒
a. If you answered "YES" to the previous question, state the nature of such
Entertainment: N/A

7. Will most of the establishment's gross revenue come from sources other than the sale of alcohol? Y ☐ N ☒
a. If you answered "YES" to the previous question, from what sources will such revenue be derived? N/A

8. Do you intend to obtain an additional license for any of the following:

- Y ☐ N ☒ Public Dancing*
- Y ☐ N ☒ Tobacco*
- Y ☐ N ☒ Amusement* (If yes, which type: N/A)
- Y ☐ N ☒ Miscellaneous* (If yes, which type: N/A)

***ALL ADDITIONAL LICENSES REQUIRE ADDITIONAL APPLICATION AND FEE PER LICENSE TYPE.**

AMUSEMENT

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

MISCELLANEOUS

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

IMPACT OF ESTABLISHMENT:

1. State the location of your establishment:

Address: 907 Maple Hill City/State: Bloomington, IL Zip: 61705

2. What hours will the establishment be open?

DAY	TIME OPEN	DAY	TIME CLOSE
Monday:	9am	Monday:	8pm
Tuesday:	9am	Tuesday:	8pm
Wednesday:	9am	Wednesday:	8pm
Thursday:	9am	Thursday:	8pm
Friday:	9am	Friday:	8pm
Saturday:	9am	Saturday:	8pm
Sunday:	9am	Sunday:	8pm

3. What type or types of building(s) adjoin the establishment? None
- a. If any adjoining buildings are office or commercial, approximately what hours are they open for business? N/A
- b. If adjoining buildings are predominately residential, are they single or multi- family and what other business establishments are in the area? N/A
4. Describe streets immediately adjoining the establishment (e.g. approximate width, one or two-way, parking restrictions, etc.): Market Street (around 14K vpd) and Wylie Dr. - both are 2 way streets
5. How much additional traffic do you expect the establishment with a liquor license to generate? No additional traffic expected
6. Describe on and off street parking facilities to handle traffic anticipated:
We will have our own parking lot with 90 parking stalls
7. How many establishments with liquor licenses are located within the immediate area of your establishment? Unknown
8. What do you estimate to be the demand for your establishment in the area in which it is or will be located? We are relocating our current grocery store that is located at 1025 Wylie Dr.
9. Upon what facts do you base your answer to the previous question?
We are repositioning our store so that we have better visibility for our customers and hope to establish new customers by giving them our newest prototype store.

RESPONSIBILITY:

1. If establishment is **presently in operation**, attach a financial statement of the establishment's last fiscal year.
2. If establishment is **not presently in operation**, attach a statement showing your **assets and liabilities** (or if a corporation, the assets and liabilities of the corporation).
3. Do you now or have you ever had a Bloomington liquor license? Y ☒ N ☐

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

OV 2013-004 underage selling.

DATED this 18 day of June, 20 2020.

SIGNED:

Heather M. Moore

[Redacted Signature]

Vice President

[Redacted Address]

[Redacted City/State/Zip Code]

Printed Name

Signature

Title

Address

City/State/Zip Code

Printed Name

Signature

Title

Address

City/State/Zip Code



Application for the Sale of Alcoholic Beverages

This application is being submitted as:

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

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

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

2. The undersigned applicant is (Check One and Complete the Corresponding Section):

☐ an Individual ☐ a Partnership ☒ a Corporation

If an Individual:

Name: N/A Age: _____

Address: _____ City/State/Zip: _____

Have you been a legal resident of the City of Bloomington for more than one (1) year? Y ☐ N ☐

If a Partnership:

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

Name: N/A Age: _____

Address: _____ City/State/Zip: _____

Have you been a legal resident of the City of Bloomington for more than one (1) year? Y ☐ N ☐

Name: _____ Age: _____

Address: _____ City/State/Zip: _____

Have you been a legal resident of the City of Bloomington for more than one (1) year? Y ☐ N ☐

If a Corporation/LLC:

Date of Incorporation: 12/19/1975

State whether same is organized for **profit** ☒ or **nonprofit** ☐, under laws of the State of IL.

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

The following are the names and addresses of all officers and directors of the said corporation and if the majority of stock is owned by one person, name and address (if more space is needed, attach additional page):

Name: See Attached Title: _____

Address: _____ City/State/Zip: _____

Name: _____ Title: _____

Address: _____ City/State/Zip: _____

3. Location and description of the premises or place of business to be operated under this license: ALDI INC #54R

ALDI INC #54R

a. Legal Name: ~~ALDI INC #54R~~ ALDI INC

b. D/B/A: ALDI INC #54R

Update to Aldi Inc.

-- Please answer the following questions by selecting Y (yes) or N (no) --

- Y ☐ N ☒ Is this a location within 100 feet of any church, school, hospital, home of aged, or indigent persons, or for War Veterans, their wives, or children?
- Y ☐ N ☒ Does the place of business have access to any other portion of the same building or structure which is used for dwelling or lodging purposes, and which is permitted to be used or kept accessible for use by the public?
- Y ☒ N ☐ Is it proposed to sell food in this place of business?
- Y ☐ N ☒ Is applicant or any partner, officer, director, or majority stockholder engaged in the business of manufacturing or bottling malt vinous beverages or is the agent or any such person or corporation, or is a jobber of malt or vinous beverages?
- Y ☐ N ☒ Has applicant, or any partner, officer, director, or majority stockholder ever been convicted of a felony, or of the violation of any law relating to the prohibition of the sale of intoxicating liquors, or any other crime or misdemeanor, (other than minor traffic violations)?
If yes, please fully explain: _____
- Y ☐ N ☒ Has any other license issued to individual applicant, or to any partner, officer, director, or majority stockholder, issued for sale of alcoholic beverages, ever been revoked?
If yes, give further details: _____
- Y ☐ N ☒ Has a similar application ever been refused for cause that has been made by any of the foregoing persons?
- Y ☒ N ☐ Is the applicant herein, the owner of the premises for which this license is sought?
If no, list the information of the building owner:
Name: _____ Term of Lease: _____ to _____
Address: _____ City/State/Zip: _____
- Y ☐ N ☒ Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code 1960 in connection with the proposed sale of alcoholic beverages?



Please take this time to provide any additional information you would like to include with your application: This application for for the replacement of our current Bloomington, IL store.

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

Dated this 12 day of June, 2020

A. Individual

N/A

Printed Name of Applicant

Signature of Applicant

B. Partnership

N/A

Business Name

Printed Name of Partner

Signature of Partner

Printed Name of Partner

Signature of Partner

C. Corporation/LLC

ALDI INC

Corporate Name

Charles E. Youngstrom

Printed Name of President

Signature of President

ATTEST

Terry E. Pfortmiller

Printed Name of Secretary

Signature of Secretary

And the following officers, directors, or majority stockholders:

CONTINUE TO NEXT PAGE FOR NOTARY ACKNOWLEDGEMENT



NOTARY ACKNOWLEDGEMENT

STATE OF ILLINOIS)

) SS

COUNTY OF ~~MCLEAN~~)

Kane

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

This application was acknowledged before me on this 12th day of June, 2020, who deposes and says that he/she has read the foregoing application subscribed by him/her, and that the matters stated herein are true to the best of his/her knowledge and belief.

Amy Renae Smith
Notary Public

My Commission Expires: January 13, 2022





Application for the Sunday Sale of Alcoholic Beverages

This application is being submitted as:

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

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

ALDI INC #54R

NAME OF APPLICANT

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

1. A ~~CLASS GPBS~~ **LIQUOR LICENSE** is currently held by or is being applied for by the Applicant and it authorizes or will authorize the liquor sales on Monday-Saturday.
2. The Applicant herein requests a **CLASS S LICENSE** to authorize the operation of the Applicant's liquor establishment on Sundays in the same manner as is or will be authorized by and during the valid period of the license referred to in Paragraph 1 hereof.
3. The Applicant and each and every partner, officer, director, majority stockholder or agent thereof, agree and acknowledge the following:
 - (a) Any license issued hereunder may be revoked in accordance with the Ordinances of the City of Bloomington;
 - (b) All persons who are employed by or who have an ownership interest in the Applicant will testify under oath to all competent, relevant, and material questions propounded to any of them in any hearing conducted by the local Liquor Commissioner;
 - (c) Failure of any person to testify according to the provisions of subsection (b) above shall be sufficient reason for suspension or revocation of any license which may be issued pursuant to this Application; and
 - (d) The Applicant will furnish, upon request from the Liquor Commissioner, any books and/or records of its business operations which are relevant to the question of whether such Applicant qualifies or has qualified at any time for the basic license or for the license which may be issued pursuant to this Application.

CONTINUE FOR SIGNATURE PAGE



Dated this 12 day of June, 2020

A. Individual

<u>N/A</u>	
Printed Name of Applicant	Signature of Applicant

B. Partnership

<u>N/A</u>	
Business Name	
<u></u>	<u></u>
Printed Name of Partner	Signature of Partner
<u></u>	<u></u>
Printed Name of Partner	Signature of Partner

C. Corporation/LLC

<u>ALDI INC</u>	
	Corporate Name <u></u>
<u>Charles E. Youngstrom</u>	<u></u>
Printed Name of President	Signature of President
ATTEST <u></u>	
<u>Terry E. Pfortmiller</u>	<u></u>
Printed Name of Secretary	Signature of Secretary
And the following officers, directors, or majority stockholders:	
<u></u>	<u></u>
<u></u>	<u></u>

CONTINUE TO NEXT PAGE FOR NOTARY ACKNOWLEDGEMENT



NOTARY ACKNOWLEDGEMENT

STATE OF ILLINOIS)

) SS

COUNTY OF ~~MCLEAN~~)

Kane

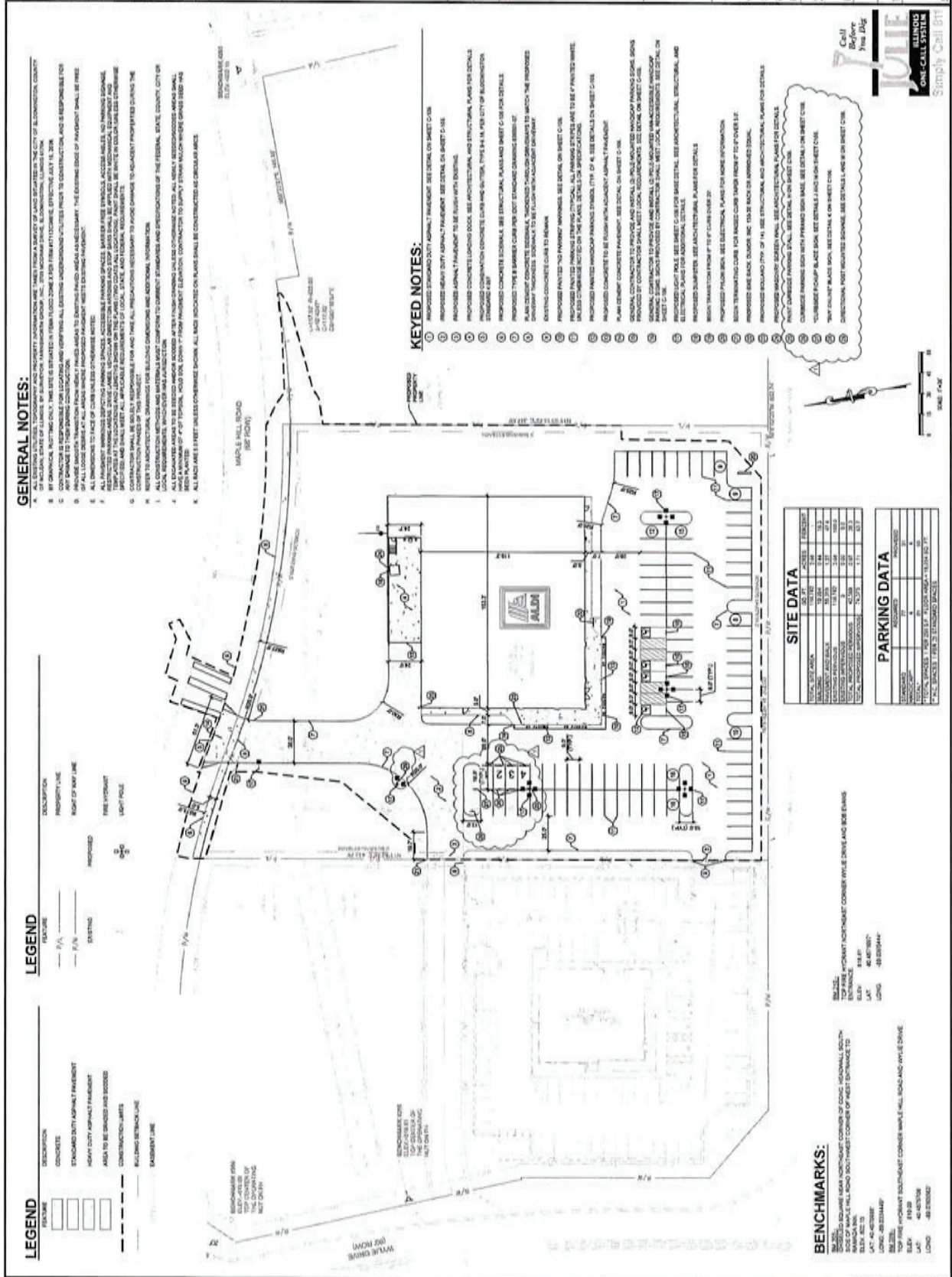
Being first duly sworn on their respective oaths say that they comprise of all the owners, partners, officers, directors, or majority stockholders of the above name applicant in accordance with definitions of the Bloomington City Code; that they and each of them have read and signed the foregoing application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

This application was acknowledged before me on this 18th day of June, 2020, who deposes and says that he/she has read the foregoing application subscribed by him/her, and that the matters stated herein are true to the best of his/her knowledge and belief.

Amy Renae Smith
Notary Public

My Commission Expires: January 13, 2022





testimony against the application was received, and that Mr. Bentley had reached out to residents to remedy any issues.

Commissioner Renner suggested the item was approved with a 12:00 a.m. (midnight) closure during the week and a 2:00 p.m. on the weekend with the knowledge that the applicant may return after six months to request the limitation be lifted.

Commissioner Renner closed the Public Hearing at 4:32 p.m.

Commissioner Powell motioned, seconded by Commissioner Renner, to positively recommend the application to City Council on the condition the Outdoor Service and Consumption Area closed at 12:00 a.m. (midnight) Sunday through Thursday and closed at 2:00 a.m. on Friday and Saturday; and on the condition taxes for Bentley Motors, Inc. were made current; and contingent upon compliance with all building, health, and safety codes.

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

AYES: Powell, Renner

Motion carried.

The following item was presented:

Item 6. Public Hearing and action on the Application of Aldi, Inc., d/b/a Aldi, Inc. #54R, to be located at 907 Maple Hill Road, requesting a Class PBS (Package, Beer and Wine Only, and Sunday Sales) liquor license, as requested by the City Clerk Department.

The following Commissioners were present for the Public Hearing: (1) Powell; and (2) Renner.

Commissioner Renner opened the Public Hearing at 4:34 p.m.

Commissioner Renner asked Ryan Moredock, Aldi District Manager, to describe their application. Mr. Moredock responded that they were building a replacement store down the road from their current location on 1025 Wylie Drive with a projected opening date of September 17, 2020.

Commissioner Powell noted the license requested was same as the current location.

Mr. Boyle responded that the Legal Department had no objections to the application.

Commissioner Renner asked if anyone had registered to speak for or against the application. Ms. Mohan responded that no one registered to speak live nor submitted emailed public comment.

Mr. Boyle asked Mr. Moredock for confirmation on the similar business plan for the new location. Mr. Moredock confirmed the new location would operate under similar business and operation plans to their current location with the same liquor license requested.

Ryan Moredock, Aldi District Manager, was sworn in.

Commissioner Renner confirmed with Mr. Moredock under sworn testimony that the new location would operate under similar business and operations plans. Mr. Moredock confirmed.

Commissioner Renner closed the Public Hearing at 4:36 p.m.

Commissioner Powell motioned, seconded by Commissioner Renner, to positively recommend to Council the approval of the application and license as presented, contingent upon compliance with all building, health and safety codes.

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

AYES: Powell, Renner

Motion carried.

The following item was presented:

Item 7. Continued Hearing on Europe, Inc., d/b/a Chasers, located at 110 W. Washington Street, on a Complaint and Citation alleging violations of Chapter 6, Section 27(b) of the Bloomington City Code prohibiting minors in a tavern, as requested by the Legal Department.

Commissioner Renner asked Mr. Boyle to provide an update. Mr. Boyle stated this item stemmed from allegations that the licensee allowed minors in their tavern when the Bloomington City Code does not allow minors on licensed tavern premises without a parent or guardian or employed by the establishment. He stated the parties agreed to a settlement where the licensee acknowledged five counts of violating the Bloomington Liquor Code on January 16th, 17th, 18th and January 23rd and 24th of 2020. He informed the Commission that when preparing the settlement agreement, staff were cognizant of COVID-19's affect on taverns and their limits of income and the history of the licensee and similar situations. He informed the Commission the fine totaled \$1,250 for all violations with a payment agreement in place. He stated that Bob Lenz, Legal Representative of Europe, Inc., signed the agreement on behalf of the licensee.

Old Business

No old business was discussed.

New Business

No new business was discussed.

Adjournment

Commissioner Powell made a motion, seconded by Commissioner Renner, that the meeting be adjourned.

Motion carried (viva voce).

The meeting adjourned at 4:41 p.m.

Amanda Mohan, Deputy City Clerk



CONSENT AGENDA ITEM NO. 8.H

FOR COUNCIL: August 24, 2020

SPONSOR: City Clerk Department

WARD IMPACTED: Ward 1

SUBJECT: Consideration and action to approve the Application of Ralben, Inc., d/b/a Cadillac Jacks, located at 1507 S. Main St., requesting to redefine their approved area for service and consumption to allow an expanded Outdoor Service and Consumption Area, as requested by the City Clerk Department.

RECOMMENDED MOTION:

The proposed redefined premises be approved on the condition the Outdoor Service and Consumption Area closes at midnight Sunday through Thursday and closes at 2:00 a.m. on Friday and Saturday; and contingent on taxes for Bentley Motors, Inc. being paid current; and contingent upon compliance with all building, health, and safety codes.

STRATEGIC PLAN LINK:

- Goal 5. Great Place - Livable, Sustainable City
- Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents
- Objective 3a. Retention and growth of current local businesses

BACKGROUND: Cadillac Jacks was recently approved by the Liquor Commission in November of 2019 for a large expansion of their outdoor dining area. They just completed an additional expansion of their new outdoor dining development and are now requesting the licensed premise be redefined to include the additional expansion.

This request initially was set to be heard at the July 14, 2020 Liquor Commission meeting, however, a representative of the establishment did not appear and the Liquor Commission unanimously approved tabling the item until the next Liquor Commission meeting. It appeared on the August 11, 2020 Liquor Commission meeting, the Commission unanimously approved sending the application with a positive recommendation to Council with condition that the Outdoor Service and Consumption Area closes at midnight Sunday through Thursday and closes at 2:00 a.m. on Friday and Saturday; and contingent on taxes for Bentley Motors, Inc. being paid current; and contingent upon compliance with all building, health, and safety codes (draft minutes attached). On August 19, 2020, the use taxes for Bentley Motors, Inc. were paid current.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic, however this agenda item is operational in nature and expected to have little to no impact on City resources or finances.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, on July 7, 2020, and August 1, 2020 a public notice was published in *The Pantagraph* and 10 notices were mailed to the adjacent neighboring properties. The item appeared on the August 11, 2020 Liquor Commission agenda.

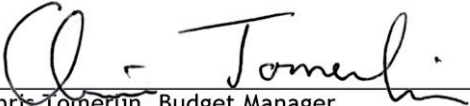
FINANCIAL IMPACT: The applicant currently pays an annual license fee of \$2,950 for their Class TAPS liquor license, which is recorded in the Non-Departmental-Liquor License account (10010010-51010). Stakeholders can locate this in the FY 2021 Budget Book titled "Budget Overview & General Fund" on page 124. It is also the establishment's responsibility to continue to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amanda Mohan, Records and Licensing Specialist

Reviewed by:


Chris Tomerlin, Budget Manager

8/18/2020

George Boyle
George Boyle, Assistant Corporation Counsel

8/20/2020


Tara Henry, Legislative Assistant

8/20/2020

Recommended by:


Tim Gleason, City Manager

Attachments:

- CLK 2B Cadillac Jacks Second Addition_Outdoor Consumption_App_Redacted
- CLK 2C DRAFT 08-11-2020 Liquor Commission Meeting Minutes_Cadillac Jacks
- CLK 2D Cadillac Jacks_Exhibit A_07-14-20 PC1_Redacted
- CLK 2E Cadillac Jacks_Wall Photo (Exhibit B)
- CLK 2F Cadillac Jacks_Letter (Exhibit C)

June 17, 2020

City Clerk Requirement Verification Memo

To: Liquor Commission

Re: Legal Name: Ralben, Inc.

D/B/A Name: Cadillac Jacks

Dear Reviewer,

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

- ☒ Business Call-In Information
- ☒ BASSET Certifications for Management
- ☒ Certificate of Good Standing with the State of Illinois
- ☒ Certificate of Liability Insurance (DRAM Shop)
- ☒ Liquor Bond in the amount of \$2,000
- ☒ Permission from Landlord for outdoor consumption area. N/A - Owned by Applicant.
- ☒ A valid Lease. N/A - Owned by Applicant.

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
Records and Licensing Specialist



Request to add an Outdoor Service or Consumption Area to a Current Class "R" or "T" Liquor

1. Name of Applicant/Liquor License Holder: RALBEN INC dba CAPIWAC JAWKS

2. The undersigned applicant is (Check One):

☐ an Individual

☐ a Partnership

☒ a Corporation/LLC

A. If an Individual:

Name: _____ Age: _____

Address: _____ City/State/Zip Code: _____

B. If a Partnership:

Following are the names of all partners who are entitled to share in any profit of the business (please attach an additional page if more space is needed):

Name: _____ Age: _____

Address: _____ City/State/Zip Code: _____

Name: _____ Age: _____

Address: _____ City/State/Zip Code: _____

C. If a Corporation/LLC:

Date of Incorporation: 1-1-1985

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

The following are the names and addresses of all officers and directors of the said corporation and if the majority of stock is owned by one person, name and address (please attach an additional page if more space is needed):

Name: William E. Bentley Title/Position: President

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

Name: _____ Title/Position: _____

Address: _____ City/State/Zip Code: _____

Name: _____ Title/Position: _____

Address: _____ City/State/Zip Code: _____



3. What days and hours will the proposed area be open?

DAY	HOURS OF OPERATION	DAY	HOURS OF OPERATION
Monday	From <u>11 AM</u> to <u>12 AM</u>	Friday	From <u>11 AM</u> to <u>2 AM</u>
Tuesday	From <u>11 AM</u> to <u>12 AM</u>	Saturday	From <u>11 AM</u> to <u>2 AM</u>
Wednesday	From <u>11 AM</u> to <u>12 AM</u>	Sunday	From <u>11 AM</u> to <u>12 AM</u>
Thursday	From <u>11 AM</u> to <u>12 AM</u>		

4. Describe the intended use and function of the proposed area and how it relates to your establishment's business plan: SEE Attached A-1

5. Will the proposed area be open year-round or operate for specific months of the year? Please explain: As weather permits

6. Will live music be performed in the Proposed area (please circle)? Y ☒ N

7. Will there be amplified music played over speakers in the Proposed area (please circle)? Y ☒ N

The following shall be provided at the time of application submission:

- ❖ Proof of Dram Shop Insurance Policy showing coverage with proposed area specifically listed in the description field. *The City of Bloomington must be listed as the Certificate Holder.*
- ❖ A Floor plan showing the complete location and layout of the proposed Outdoor Service or Consumption Area. *Floor plan of the proposed area must be clear and accurate, as it exists in relation to the establishment.*
- ❖ Emergency Call-In Sheet

The undersigned, upon oath or affirmation, states as follows:

1. I am an authorized representative of the applicant.
2. All statements made on this application are true and correct to the best of my information, knowledge, and belief.
3. I understand that any inaccuracies, misstatements, or misrepresentations made on this application may result in its denial and/or in sanctions being imposed upon the licensee or applicant.
4. The applicant hereby agrees to reimburse the City for the cost of publishing in the Pantagraph a public notice of the date and time of the Liquor Commission hearing at which this application for an Outdoor Service or Consumption Area will be considered and the cost incurred by the City for mailing notice of the hearing to the occupants of properties within 500 feet of the applicant's licensed establishment. Reimbursement will be made within **fourteen days** after the City mails to the licensed establishment an invoice for the costs incurred for said publication.



5. The applicant understands and agrees that payment of the costs as set forth in the preceding paragraph is a condition precedent to the issuance of the license for the Outdoor Service or Consumption Area requested in this application and that failure to make said payment will prevent the issuance of the license.

William E Bentley
Printed Name of Representative

President
Title or Position of Representative

[Redacted Signature]
Signature of Representative

5.7.20

Date

OFFICE USE ONLY

05/13/2020 Date Received
AM Staff Initials
Comm. Dev. Approved
06/09/20 Potential Hearing Date

X DRAM Received
X Floor Plan Received
X Call-In Sheet Receive
X Questionnaire in Liquor Packet

A-1

The Extension of our outside beer garden is not a decision by choice but a decision by the current social distancing that people are going to be practicing so in order for us to have the same amount of people in our old beer garden we have to double the size of it so people can spread out away from each other. This was not an expense that we were planning on occurring but due to the total change and how we will be conducting business from this day forward changes everything. We are doing everything we can to help our business exist and hopefully not to be a statistic of the businesses that will be closing in Bloomington for good.



Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number 55818649

Entity Name RALBEN, INC.

Status
ACTIVE

Entity Information

Entity Type
CORPORATION

Type of Corp
DOMESTIC BCA

Incorporation Date (Domestic)
Friday, 26 January 1990

State
ILLINOIS

Duration Date
PERPETUAL

Agent Information

Name
WILLIAM E BENTLEY

Address

1508 S MAIN STREET
BLOOMINGTON , IL 61701

Change Date
Thursday, 30 January 2014

Annual Report

Filing Date
Friday, 22 November 2019

For Year
2020

Officers

President
Name & Address
WILLIAM E BENTLEY 1508 S MAINBLOOMINGTON 61701

Secretary
Name & Address
WILLIAM E BENTLEY 1508 S MAINBLOOMINGTON 61701

Assumed Name

INACTIVE
BONKER'S PLACE

ACTIVE
CADILLAC JACKS

[Return to Search](#)

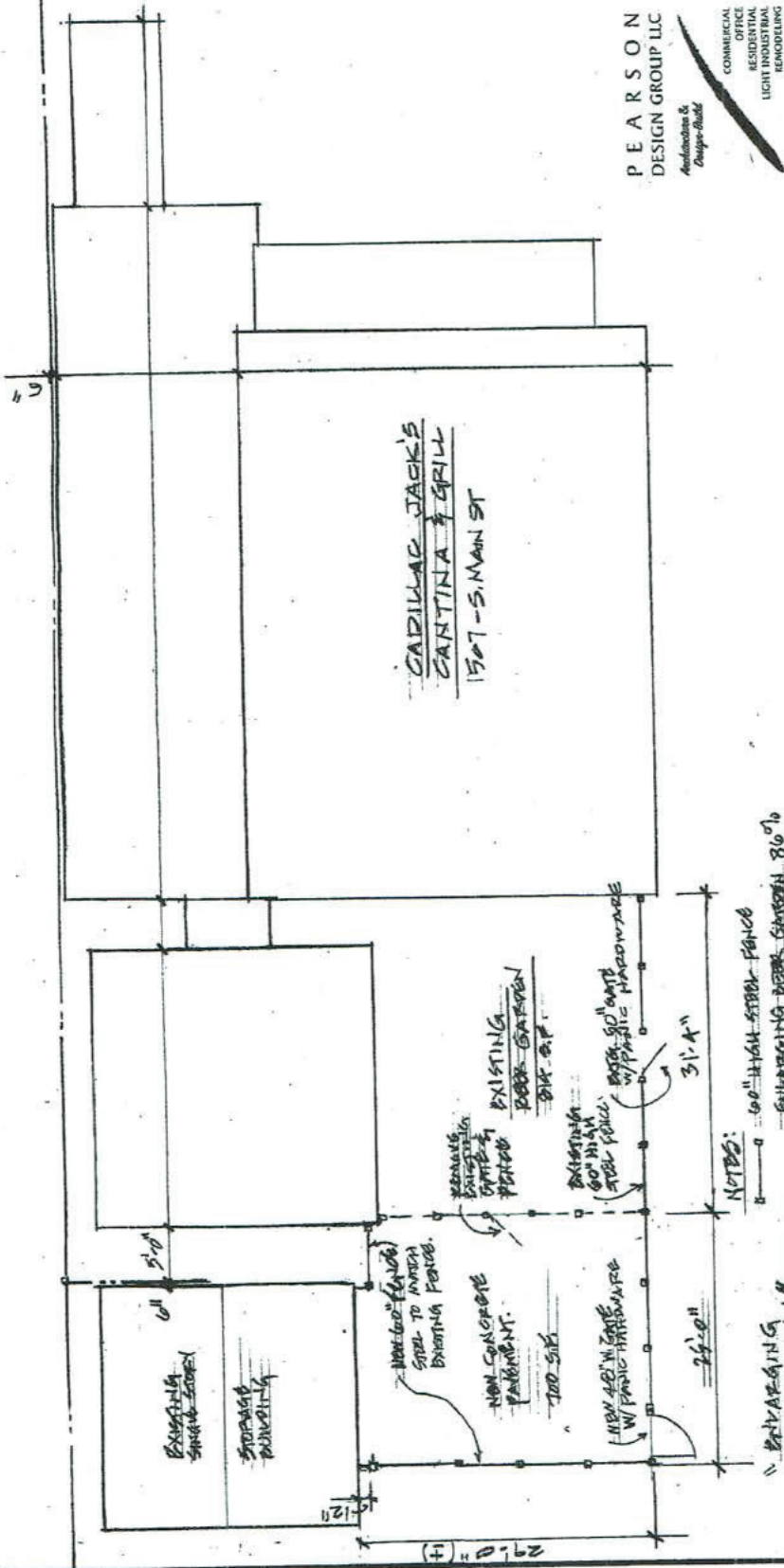
[File Annual Report](#)

[Adopting Assumed Name](#)

[Articles of Amendment Effecting A Name Change](#)

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

(One Certificate per Transaction)



PEARSON
DESIGN GROUP LLC

Architecture &
Design Studio

COMMERCIAL
OFFICE
RESIDENTIAL
LIGHT INDUSTRIAL
REMODELING

JAMES R. PEARSON
Senior Architect - Principal
LICENSED ILLINOIS ARCHITECT

PO BOX 264
BLOOMINGTON, IL 61702-0264

A-3

NOTE: WE FEEL THIS EXPANSION OF THE BEER
GARDEN IS NECESSARY BECAUSE OF THE
PANDEMIC AND SOCIAL DISTANCING.

Ⓜ SITE PLAN

MAY 2020

Item 5. Public Hearing and action on the Application of Ralben, Inc., d/b/a Cadillac Jacks, located at 1507 S. Main St., requesting to redefine their approved area for service and consumption to allow an expanded Outdoor Service and Consumption Area, as requested by the City Clerk Department.

The following Commissioners were present for the Public Hearing: (1) Powell and (2) Renner.

Commissioner Renner opened the Public Hearing at 4:06 p.m.

Commissioner Renner asked if anyone had registered to speak for or against the application. Ms. Mohan responded that no one registered to speak live nor submitted emailed public comment.

Commissioner Renner asked George Boyle, Assistant Corporation Counsel, for additional information on the item. Mr. Boyle informed the Commission that before the Hearing, the Legal Department learned of unpaid taxes owed by a related corporation. He stated he spoke with Mr. Bentley, President and Secretary of Cadillac Jacks, to discuss the matter and that both parties agreed the outstanding taxes would be paid by the end of the week.

Mr. Boyle explained that Mr. Bentley was the President and Secretary of both Cadillac Jacks (applicant) and of Bentley Motors, Inc. (related corporation). He went on to explain the outstanding taxes owed by Bentley Motors, Inc. were Bloomington Sales Use Tax from June of 2019 to present in an estimated amount of approximately \$12,500. Mr. Boyle stated that the Legal Department recommended that approval of the outdoor service area be made contingent upon payment of outstanding taxes. He noted that in 2019, Cadillac Jacks had permitting issues that were settled and a payment agreement was in place which Mr. Bentley had continued to pay. He concluded that the Legal Department had no objections to the application.

Ms. Mohan stated for the record that the Commission was supplied with copies of the three exhibits for the Public Hearing. She stated a copy of the public comment email that was submitted for the July 14, 2020 Liquor Commission which expressed concerns (Exhibit A) was provided. She went on to explain that the applicant submitted a photo of a wall that was built to muffle amplified sounds to the neighboring residents (Exhibit B) as well as a copy of a letter that he delivered to local residents before an event (Exhibit C).

William Bentley, Owner of Cadillac Jacks, after being sworn, addressed the Commission. He stated he was requesting an additional expansion to the outdoor beer garden. He expressed the need for the additional space was due to COVID encouraging customers to dine outdoors and he was fortunate to have the space to expand.

Commissioner Powell confirmed the initial application did not request amplified sound, but this application did. Mr. Bentley confirmed and stated under the COVID Outdoor Service program, they have had live music. He stated with a limitation on indoor dining capacity, the ability to provide indoor bands was not feasible whereas providing outdoor bands would allow entertainment and profits. He stated it also provided socialization for customers and employees off unemployment.

Commissioner Powell stated she appreciated the letter to residents (Exhibit C) that Mr. Bentley provided. Mr. Bentley responded that in light of the complaint received at the previous Liquor Commission, he hand-delivered a letter to the local residences and

explained an event would take place and asked residents to contact him if the music was too loud. He stated he also built a temporary wall in between two of the buildings on premises (Exhibit B) that muffled the sounds going to neighboring residences.

Commissioner Powell asked at what time the live music or outdoor music stopped. Mr. Bentley responded that live music typically stopped around 10:00 p.m. but could extend until 10:30 p.m. He stated he learned that prior to the complaint received at the July Liquor Commission meeting, the sound system was not limited and would be increased in volume as the night went on. He stated that since then, he had the company make a service call to place a maximum volume threshold on the sound system. He stated that during events, he was on premises and would walk the perimeter to ensure the noise level was not too loud.

Commissioner Powell asked out of the residents who received the letter, if any reached out to complain. Mr. Bentley responded that none reached out and he also offered them a free meal if they brought the letter with them to foster a neighboring relationship.

Commissioner Renner expressed his appreciation for Mr. Bentley's outreach to the neighbors. He confirmed with Ms. Mohan that no complaints had been received by the City Clerk Department since the July 14, 2020 Liquor Commission meeting. Ms. Mohan confirmed.

Commissioner Renner asked Mr. Bentley if he had any additional comments. Mr. Bentley informed the Commission that he maintained the alley between Cadillac Jacks and the residences by attending to the weeds. He stated he also owned multiple rental houses near Cadillac Jacks and that he even had blacktopped a portion of the alley and filled potholes in the alley.

Mr. Boyle confirmed with Mr. Bentley the agreement to pay the outstanding Bloomington Normal Vehicle Use Tax by the end of the week. Mr. Bentley confirmed.

Mr. Boyle asked Mr. Bentley at what time music would stop. Mr. Bentley reiterated their music procedures under the current permissions.

Mr. Boyle asked Mr. Bentley how he wanted to proceed post-COVID permissions. Mr. Bentley responded he would request the ability for outdoor live bands from the Liquor Commission in the future, but until then, he wished to operate under the COVID permissions for outdoor dining and entertainment. Mr. Bentley explained he did not build the extension with the intention to have constant outdoor live music.

Mr. Boyle asked Mr. Bentley if was open to a condition placed on the approval that post-COVID, no outdoor live music would be allowed. Mr. Bentley responded affirmatively.

Mr. Boyle asked how late the recorded music be allowed and how late the outdoor area would be open. Mr. Bentley responded he preferred to have the recorded music during regular business hours but believed there would be no issues with noise after the recent system limitations.

Mr. Boyle confirmed with Mr. Bentley he intended to operate the outdoor area consistent with normal hours of operation. Mr. Bentley confirmed.

Commissioner Renner asked Greg Scott, Assistant Police Chief, if the Police Department received any calls to service for Cadillac Jacks and if they had any additional concerns. AC Scott responded they did not.

Commissioner Renner reiterated for the record that the Police Department had no concerns, that no additional complaints calls or emails were received, that no additional testimony against the application was received, and that Mr. Bentley had reached out to residents to remedy any issues.

Commissioner Renner suggested the item was approved with a 12:00 a.m. (midnight) closure during the week and a 2:00 p.m. on the weekend with the knowledge that the applicant may return after six months to request the limitation be lifted.

Commissioner Renner closed the Public Hearing at 4:32 p.m.

Commissioner Powell motioned, seconded by Commissioner Renner, to positively recommend the application to City Council on the condition that the Outdoor Service and Consumption Area closes at midnight Sunday through Thursday and closes at 2:00 a.m. on Friday and Saturday; and contingent on taxes for Bentley Motors, Inc. being paid current; and contingent upon compliance with all building, health, and safety codes.

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

AYES: Powell, Renner

Motion carried.

The following item was presented:

Item 6. Public Hearing and action on the Application of Aldi, Inc., d/b/a Aldi, Inc. #54R, to be located at 907 Maple Hill Road, requesting a Class PBS (Package, Beer and Wine Only, and Sunday Sales) liquor license, as requested by the City Clerk Department.

The following Commissioners were present for the Public Hearing: (1) Powell and (2) Renner.

Commissioner Renner opened the Public Hearing at 4:34 p.m.

Commissioner Renner asked Ryan Moredock, Aldi District Manager, to describe their application. Mr. Moredock responded that they were building a replacement store down the road from their current location on 1025 Wylie Drive with a projected opening date of September 17, 2020.

Commission Powell noted the license requested was same as the current location.

Mr. Boyle responded that the Legal Department had no objections to the application.

Commissioner Renner asked if anyone had registered to speak for or against the application. Ms. Mohan responded that no one registered to speak live nor submitted emailed public comment.

Mr. Boyle asked Mr. Moredock for confirmation on the similar business plan for the new location. Mr. Moredock confirmed the new location would operate under similar business and operation plans to their current location with the same liquor license requested.

Ryan Moredock, Aldi District Manager, was sworn in.

Amanda Mohan

From: Jennifer Weber [REDACTED]
Sent: Tuesday, July 14, 2020 12:33 PM
To: Public Comment
Subject: 7/14 Liquor Commission: Public Comment

As a nearby resident, I do not support the permanent extension of premise without specific conditions regarding noise levels and restrictions on live outdoor music.

I am concerned about the noise level since the expansion of the beer garden and the subsequent restrictions on the ability to handle patrons indoors. Since relaxing of state COVID restrictions, there has been loud music and very loud live concerts outdoors. I had hoped, when the restrictions eased, the music would go back inside, because the frequency and level of noise is disruptive and intrusive to residents.

Up until the last couple of weeks, there were multiple incidences where both music played over the speakers as well as live music events would extend beyond the 10pm and 11pm ordinance rules. I hope this minimum level regard for nearby residents and compliance with noise ordinances isn't predicated by the desire for approval of this request and will be ignored once approval is granted.

Cadillac Jacks did, at least one-time in 2019, provide notice to residents of a large outdoor event with live music. There has been no other consideration for the nearby neighborhood residents since that time. Residents in this area include a number of families with small children and elderly who may be more disturbed by noise levels, as well as residents who generally want to be able to enjoy their outdoor spaces on their own terms.

There has been a tavern/bar at this location for a long time and has blended well with the neighborhood, possibly considered an asset to the area for some. There has long been a sufficient balance between small business needs and respect for resident property. Without restrictions in place on noise and outdoor music, this permanent expansion would shift the balance away from residents who also have a vested financial interest in the value of their homes and in the overall neighborhood.



Bentley Motors, Inc.

Pre-owned Vehicles ~ Since 1964
www.BentleyMotorsOnline.com



Cadillac Jack's
1507 S Main St.
Bloomington, IL 61701

To All South Hill Residents,

Due to COVID-19 restrictions the City of Bloomington has allowed the outside seating area to have amplified music for all bars & restaurants. The City of Bloomington has extended this policy through August 31st, we are trying to work through this as best as we can, while taking into consideration the surrounding residents.

Cadillac Jack's is having Live Performances outside on Friday July 17th. I am providing you all my personal cell phone number so that you may contact me directly, if it should be too loud. It was recently brought to my attention the patio outdoor speaker volume was set too high and I have since had them permanently set to an unchangeable volume!

Thank you for your continued support of this small local business that has been around this neighborhood for 35+ years! It's all of us supporting each other than makes this neighborhood and those like us, a great one!

Please contact me if you ever feel it is too loud and I will personally see to it that we accommodate your request as best we can! My cell phone number is [REDACTED], feel free to text or call!

Sincerely,

[REDACTED]

Bill Bentley
Owner

****Also please bring this letter to Friday's event & show it for a FREE plate of food (burger/brat, chips & baked beans) so that you may join us & enjoy the festivities!**

1508 South Main Street • Bloomington, Illinois 61701

Office 309.829.9999 • Fax 309.829.6464

Email BentleyMotors@msn.com



CONSENT AGENDA ITEM NO. 8.I

FOR COUNCIL: August 24, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Lake Bloomington Lease Transfer of Lot 15 in Block 1 in Peoria Pointe, from Donald and Sharon Morkin to the petitioners, Leslie and Van Friederich, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Lease Transfer be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

-Objective 1a. Budget with adequate resources to support defined services and level of services

BACKGROUND: Public Works is recommending the approval of a Petition and Supplemental Agreement for the Lake Bloomington Lease Transfer of Lot 15 in Peoria Pointe, from Donald and Sharon Morkin, to the petitioners, Leslie and Van Friederich. Lot 15 has a residence, a septic system, and one boat dock.

A licensed inspector, Rob Williamson, inspected the septic system on July 31, 2020, and found the system to be in the following condition, as noted in a July 31, 2020, letter from the McLean County Health Department:

- ❖ The septic tank is a minimum of 500 gallons too small. This may remain as is until the septic system is repaired or replaced.
- ❖ The outlet baffle in the septic tank is not in good condition. Mr. Williamson replaced the outlet baffle following the evaluation.
- ❖ The septic tank does need to be pumped at this time.
- ❖ The sand filter is a minimum of 200 square feet too small. This may remain as is until the septic system is repaired or replaced.
- ❖ The pump chamber does not have dual pumps or adequate reserve volume above the pumping level of the chamber. This may remain as is until the septic system is repaired or replaced.
- ❖ The alarm system for the pump chamber is located in the basement of the residence. This may remain as is until the septic system is repaired or replaced.

Staff contacted the McLean County Health Department concerning the dual pumps and reserve volume and learned that the system functions properly and efficiently as a result of the sand filter's adequate reserve storage capabilities. The alarm system is designed to protect the sand filter from being overfilled. The sand filter can safely store up to 1,000

gallons of effluent before triggering the alarm.

The lessees have entered into a supplemental agreement with the City of Bloomington to have the septic tank pumped at least once every three years. The lessees will submit proof to the City of Bloomington upon completion. The septic tank was pumped on July 31, 2020.

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.

City staff is aware of the heightened concerns regarding the current COVID-19 pandemic. However, this agenda item is operational in nature and expected to have little to no impact on City resources or finances.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

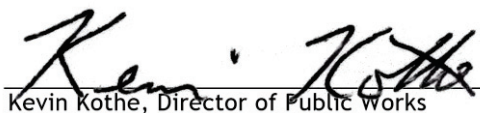
FINANCIAL IMPACT: This petition will have a financial impact in that the current lease uses the current formula of \$0.15 per \$100.00 Equalized Assessed Value to determining the Lake Lease Fee. With the current lease rate formula of \$0.40 per \$100.00 Equalized Assessed Value, this lease will generate approximately \$746.05 per year in lease income and \$128.28 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 2021 Budget Book titled "Other Funds & Capital Improvements" on page 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 current and future residents.

Respectfully submitted for Council consideration.

Prepared by: Joe Darter, Property Manager

Reviewed by:


Kevin Kothe, Director of Public Works

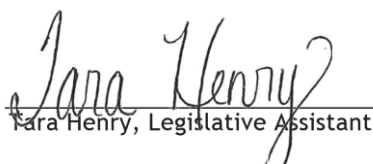
8/11/2020


Chris Tomertin, Budget Manager

8/11/2020

George Boyle
George Boyle, Assistant Corporation Counsel

8/13/2020


Tara Henry, Legislative Assistant

8/19/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- PW 1B Current Lease_Morkin to Friederich Lake Lease Transfer 08242020
- PW 1C Property Manager Memo_Morkin to Friederich Lake Lease Transfer 08242020
- PW 1D Petition_Morkin to Friederich Lake Lease Transfer 08242020
- PW 1E Septic Information_Morkin to Friederich Lake Lease Transfer 08242020
- PW 1F Agreement_Morkin to Friederich Lake Lease Transfer 08242020
- PW 1G Supplemental Agreement_Morkin to Friederich Lake Lease Transfer 08242020
- PW 1H Location Map_Morkin to Friederich Lake Lease Transfer 08242020
- PW 1I Unrecorded Plat Map_Morkin to Friederich Lake Lease Transfer 08242020
- PW 1J Structure Map_Morkin to Friederich Lake Lease Transfer 08242020
- PW 1K Photographs_Morkin to Friederich Lake Lease Transfer 08242020

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 24th day of December, 19 97 between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called "City," and Donald W. Workin and Sharon K. Workin (if more than one Lessee, cross out 2 of the following that do not apply) (as joint tenants) (as ~~tenants in common~~) (as tenants by the entirety) of Hudson, County of McLean, State of Illinois, hereinafter called "Lessee,"

WITNESSETH

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

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

Lot 15 in Block D in Camp Peoria Point, 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.

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

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

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

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

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

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

City

Lessee Name and Mailing Address

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

Donald and Sharon Workin
[Redacted]
[Redacted]

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:

Tracy Cost

[Redacted]

[Redacted]

MEMORANDUM

August 3, 2020

To: Kevin Kothe, PE, Director of Public Works

From: Joseph M. Darter, Property Manager

Subject: Lot 15 in Peoria Pointe Lake Lease Transfer

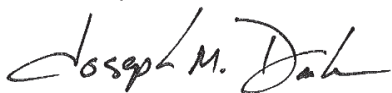
A Petition and Lake Lease Transfer request has been submitted for Lot 15 in Peoria Pointe, from Donald and Sharon Morkin to the petitioner, Leslie and Van Friederich.

EAV for this property is \$186,512. The Lake Lease uses the current lake lease rate of \$0.15 per \$100.00 of EAV.

This petition will have a financial impact in that the current lease uses the current formula of \$0.15 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 \$746.05 per year in lease income and \$128.28 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 FY2020 Budget Book titled "Other Funds & Capital Improvements" on page 88.

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 15 Block Wm of Camp Pearce Point

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

From: DONALD & SHARON K MORKIN (Sellers Name)

To: Leslie and Van Friederich (Buyers Name)

[Redacted Signature]

(Signatures of Seller)

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

Now comes Leslie & Van Friederich (Buyer) and re-

spectfully shows that He/She/They became the purchaser of all right, title and interest of Donald & Sharon Morkin (Seller) In and

to the Lease made on the (Date) _____ 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)

Donald & Sharon Morkin

has executed deed of transfer of their interest in said premises and an assignment of the Leases therefore your petitioner.

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

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

Respectfully submitted

[Redacted Signature]

(Signature of Buyer(s))

WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON LOT _____
BLOCK _____ CAMP _____, OF LAKE BLOOMINGTON.

Now comes the City of Bloomington and gives this, its written consent to the assignment on all right, title and interest of (seller) _____ in and to the premises known as Lot _____ Block _____ in Camp _____, McLean County, Illinois and to the leases thereon executed by the City of Bloomington, Illinois.

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

Executed this _____ day of _____.

_____, Mayor



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

July 31, 2020

Mr. Don Morkin
[REDACTED]

Bloomington, IL 61704

Re: Septic Permit #96-9587
Parcel #08-06-152-007
Lot 15, Lake Bloomington – Peoria Point Subdivision

Dear Mr. Morkin:

On July 31, 2020, 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 July 30, 2020 and the following deficiencies were noted:

- The septic tank is a minimum of 500 gallons too small. This may remain as is until the septic system is repaired or replaced.
- The outlet baffle in the septic tank is not in good condition. **Mr. Williamson replaced the outlet baffle following the evaluation.**
- The septic tank does need to be pumped at this time. This department recommends the septic tank be pumped every three to five years. If the tank is not properly pumped to remove accumulated solids, the solids will start to bypass the baffles in the tanks and cause rapid failure of the septic system.
- The sand filter is a minimum of 200 square feet too small. This may remain as is until the septic system is repaired or replaced.
- The pump chamber does not have dual pumps or adequate reserve volume above the pumping level of the chamber. This may remain as is until the septic system is repaired or replaced.
- The alarm system for the pump chamber is located in the basement of the residence. This may remain as is until the septic system is repaired or replaced.

As the current owner of a surface discharging septic system (sand filter, aerobic treatment unit, etc.), this office is informing you of State-wide changes in regulations regarding the operation and ownership of such discharging septic systems. They include the following:

Mr. Don Morkin

July 31, 2020

Page 2

1. As of February 10, 2014, any proposed new or replacement surface discharging system must have coverage under a National Pollutant Discharge Elimination System (NPDES) permit prior to installation. For more information, please visit our website at <https://health.mcleancountyil.gov/>
2. Routine sampling of the effluent discharged from the system and the reporting of the laboratory results to a regulatory agency or agencies.
3. The cost of effluent sampling and any additional treatment components needed to keep the system compliant with permit requirements will be the responsibility of the owner of the system.
4. The Illinois Department of Public Health (IDPH) now requires additional operation and maintenance for on-site wastewater treatment systems repaired or installed after January 1, 2014.
5. Future regulations may be implemented by the Illinois Environmental Protection Agency (IEPA) and/or the IDPH for systems constructed prior to February 10, 2014.

Chlorine tablets made for use in the chlorinator are available through the following companies:

Bradford Supply
2000 South Bunn Street
Bloomington, IL 61704
Phone: (309) 828-8313

Tolan's Excavating
2903 Gill Street
Bloomington, IL 61704
Phone: (309) 663-0191

Shoemaker Farm Drainage
202 W. Pine Street
LeRoy, IL 61752
Phone: (309) 962-3108

Zeschke Septic Cleaning
2408 Greyhound Road
Bloomington, IL 61704
Phone: (309) 808-2776

In summary, the septic system was installed in 1996 and is now approximately 24 years old. This office considers the average life expectancy of a septic system to be 20 to 25 years. The property has been vacant and has been used seasonally and may evaluate differently under normal use conditions.

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. Van Friederich

TJA:AC:hm

AC-0601-20-164

**EVALUATION REPORT FOR A MCLEAN COUNTY
PRIVATE SEWAGE DISPOSAL SYSTEM**

For Office Use Only

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: Don Morkin

Address: [REDACTED]
Bloomington, IL 61704

Phone #: Day - - Home - -

2. Requestor Information:

Name: Leslie & Van Friederich

Address: [REDACTED]

Phone #: Day [REDACTED] Home - -

3. Property Information:

Parcel Number (Tax ID): () 08-06-152-007 Date Evaluation Performed: 07-30-20

Address of property evaluated: [REDACTED] Sub. & Lot: Lake Blm. K-15

Permit available from Health Dept.: Yes ☒ No ☐ Permit #: 96-9587

4. Interview Information:

Person interviewed: Don Morkin Original owner: Yes ☐ No ☒

Age of home (years): _____ Intended for seasonal use: Yes ☒ No ☐

Date last occupied: 1.5 yrs ago Number of occupants: 2

Has tank ever been pumped: Yes ☒ No ☐ If yes, how often: ?

5. Interior Evaluation:

Number of bedrooms: 4 Garbage disposal: Yes ☒ No ☐

Toilet tanks and other fixtures have evidence of leakage or overflow: Yes ☐ No ☒

Water softener discharges to: n/a Clothes washer discharges to: septic

Dishwasher discharges to: septic Hot tub discharges to: n/a

Basement plumbing fixtures: _____ Discharge locations: _____

a. n/a a. _____

b. _____ b. _____

c. _____ c. _____

d. _____ d. _____

Basement floor drains discharge to: n/a Garage floor drains discharge to: n/a

Sump pit/pump discharges to: tile 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: 8 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: inches to inches

Square feet of field: 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 : 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: 20 inches

Square feet of sand filter: 600 square feet

Is water standing in the distribution pipes or in the rock that surrounds the pipe:

Yes	No
☐	☒

Meets current code sizing requirements:

☐	☒
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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:

☒	☐
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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.): rock trench

F. PUMP OR LIFT STATION -- This Section N/A ☐

Pump chamber an approved design:

Yes	No
☒	☐

Chamber volume 1.5 times the daily flow:

☐	☒
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Is there a dual pump:

☐	☒
--------------------------	-------------------------------------

Alarm present:

☒	☐
-------------------------------------	--------------------------

Alarm location: basement

Alarm properly working with audio and visual functions:

☒	☐
-------------------------------------	--------------------------

G. AEROBIC UNIT -- This Section N/A ☒

Manufacturer: _____ Model number: _____

Size of unit: gallons

Pump running at time of inspection:

Yes	No
☐	☐

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:

☐	☐
--------------------------	--------------------------

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:

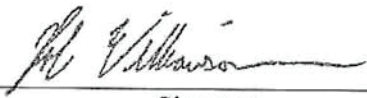
This section is to include any maintenance (pumping) repairs or problems in the history of the septic system. Write any observations and/or conclusions made by probing or excavating the seepage field or sand filter. A serial distribution system must include the condition of each level of field or trench.

The septic tank needs to be pumped and was pumped following this evaluation. The outlet baffle in the tank needed to be replaced and was replaced following this evaluation. The septic tank and sand filter are undersized for this house. The pump station does not have dual pumps or a day and a half capacity. The pump station is after the sand filter so the sand filter does have a day and a half capacity. This septic system appears to be functioning at this time. The house is vacant so the septic system could evaluate differently under normal water usage. The average life of a septic system is about 25 years. This septic system is 24 years old.

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

07-30-20

Date

McBRAYER SANITARY SERVICE, LLC

Septic tank pumping and Grease trap
29362 East 1300 North Rd. Ellsworth, IL 61737
(309) 724-8417 | (309) 261-6076 | (309) 533-9812
www.mcbrayersanitaryservice.com
Licensed by State & County

Invoice For DON MORKIN

Issue Date AUG 3, 2020

Description	Amount
SEPTIC TANK PUMPED ON JULY 31 2020	250-

Subtotal 250-
Amount Due 250

Notes

BILL BEING MAILED TO DON MORKIN

PER NANCY BRADY BILL ALSO EMAILED TO
JDARTER@CITYBLM.ORG ON AUG. 3, 2020

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 24th day of August, 2020

between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and Leslie & Van Friederich

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

WITNESSETH

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

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

Lot 15 in Block N/A in Camp Pigeon Pointe 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

Leslie and Van Friederich

Lessee Billing Address

Leslie and Van Friederich

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

SUPPLEMENTAL ATTACHMENT TO LAKE BLOOMINGTON LOT LEASE

This Agreement is entered into by and between the City of Bloomington, McLean County, Illinois, a Municipal Corporation, (hereinafter, "Lessor") and Leslie and Van Friederich, (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 15 in Peoria Pointe and enforceable under the terms of said lease.

1. Have the septic tank pumped once every three (3) years.
2. This supplement lease agreement shall be enforceable under the terms of the lease it supplements in the same manner and to the same extent as the terms of the lease.

LESSOR:

City of Bloomington,
a Municipal Corporation

By: _____
Tari Renner, Mayor

ATTEST: _____
Leslie Yocum, City Clerk

LESSEES:

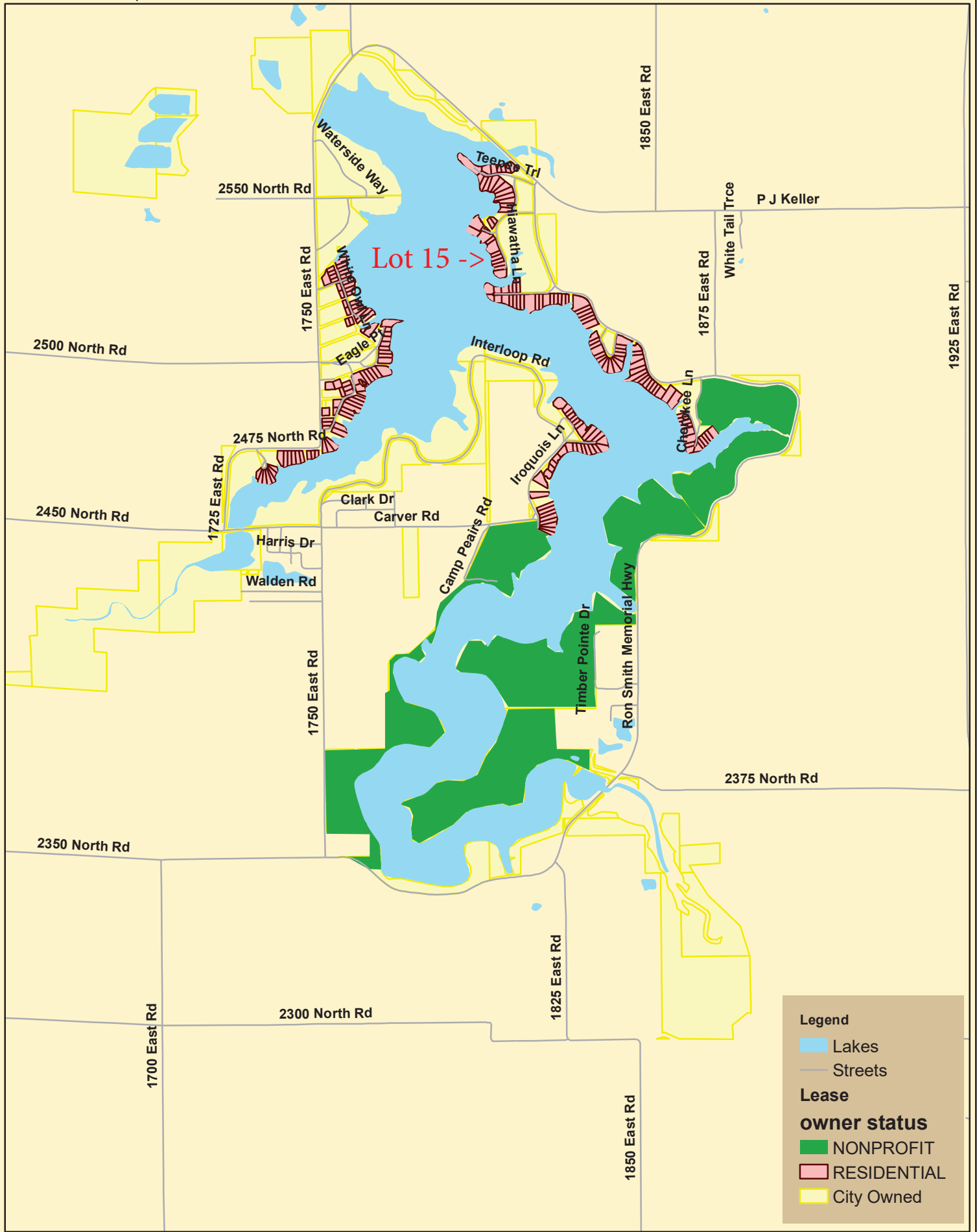
Leslie Friederich

Van Friederich

Lake Bloomington Lease Map



0 1,000 2,000 Feet



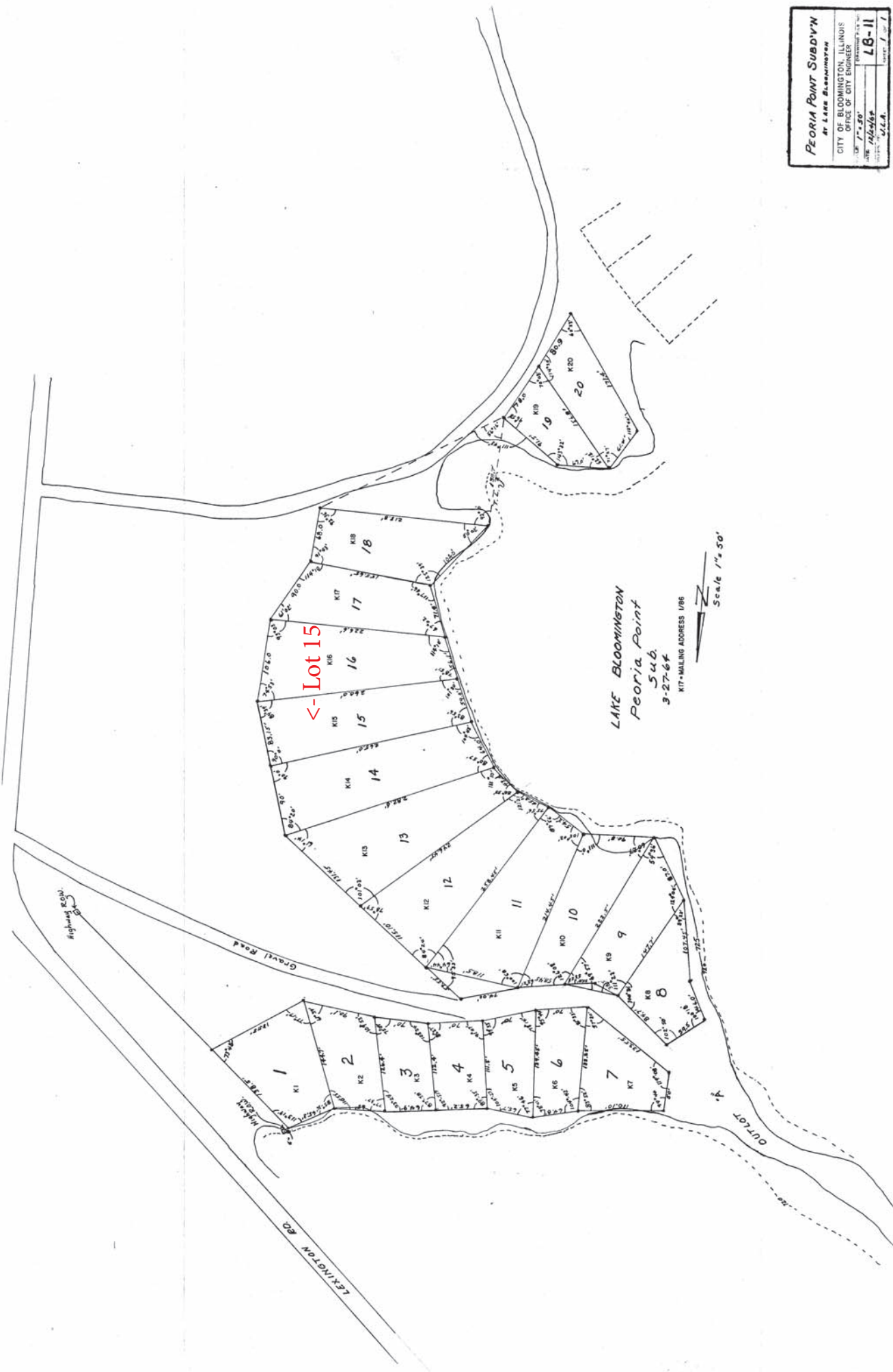
Legend

-  Lakes
-  Streets

Lease

- owner status**
-  NONPROFIT
 -  RESIDENTIAL
 -  City Owned

PEORIA POINT SUBDIV at Lake Bloomington	
CITY OF BLOOMINGTON, ILLINOIS OFFICE OF CITY ENGINEER	
DATE: 1-1-50	REVISION: 1-1-50
BY: H. H. HARRIS	18-11
CHECKED: J. L. A.	1-1-50

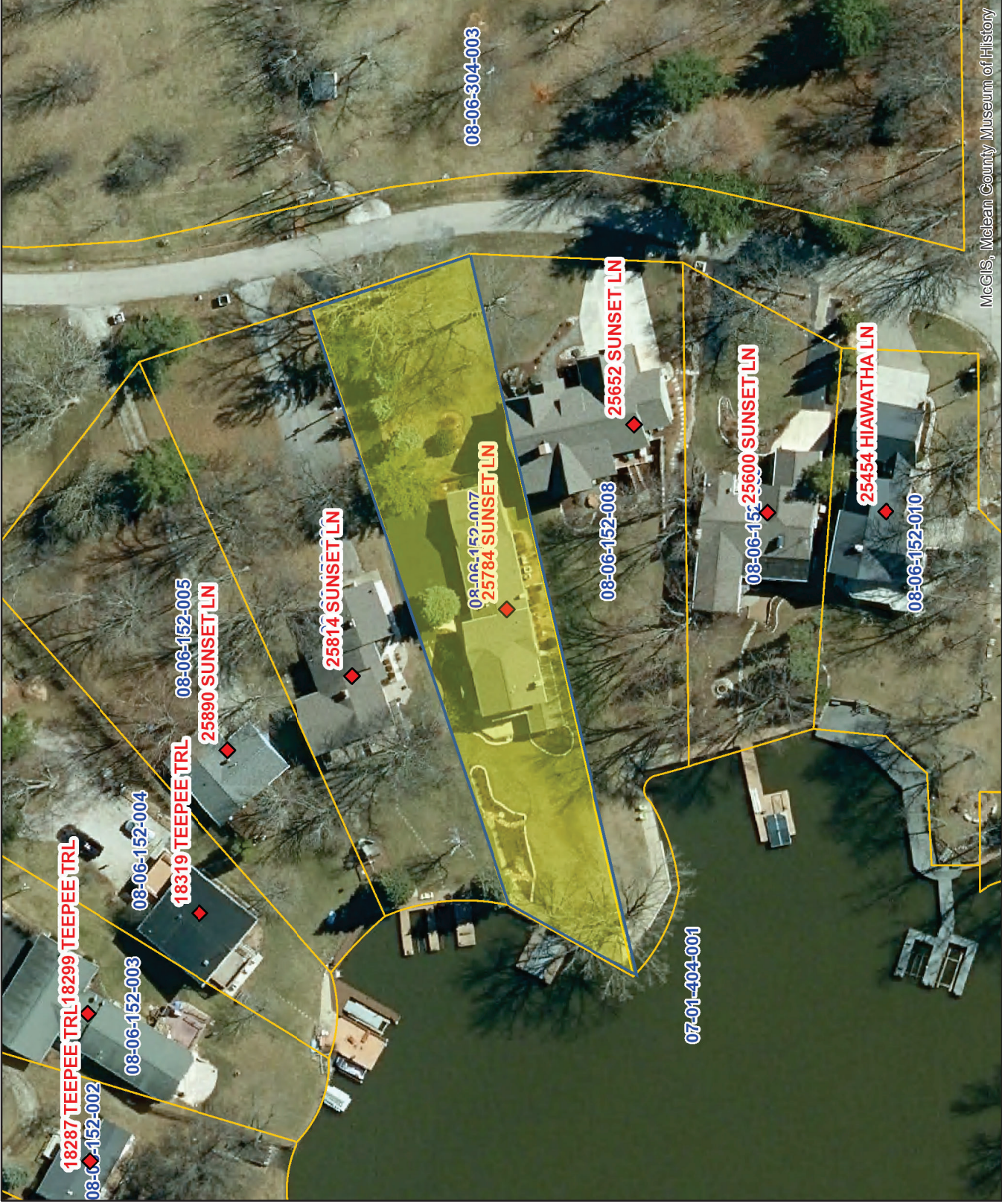


LAKE BLOOMINGTON
Peoria Point
Sub
3-27-64
KIT-MALLING ADDRESS 1/86

Scale 1" = 50'

Lot 15 Peoria Pointe Structure Map

8/3/2020

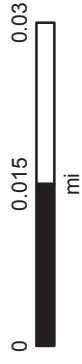


Legend

- Address - Full
- 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.



McGIS, McLean County Museum of History





CONSENT AGENDA ITEM NO. 8.J

FOR COUNCIL: August 24, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Lake Bloomington Lease Transfer of Lot 5 and 1/2 of 6 in Peoria Point, from Linda Thorson to the petitioner, Mark C. Schuler, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Lease Transfer be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

-Objective 1a. Budget with adequate resources to support defined services and level of services

BACKGROUND: Public Works is recommending the approval of a Petition for the Lake Bloomington Lease Transfer of Lot 5 and ½ of 6 in Peoria Pointe, to the petitioner, Mark C. Schuler. Lot 5 and ½ of 6 has a residence, a septic system, and one boat dock.

A licensed inspector, Rob Williamson, inspected the septic system on July 22, 2020, and found the system in the following condition, as noted in a July 29, 2020, letter from the McLean County Health Department:

- ❖ The basement floor drain discharges to a tile. The floor drain cannot be used as a discharge point for sewage producing fixtures such as sinks, laundry waste or showers.
- ❖ The seepage bed is a minimum of 198 square feet too small. This may remain as is until the septic system is repaired or replaced.

City staff verified that no sewage-producing fixtures are connected to the basement drain.

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.

City staff is aware of the heightened concerns regarding the current COVID-19 pandemic. However, this agenda item is operational in nature and expected to have little to no impact on City resources or finances.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

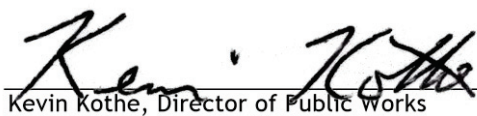
FINANCIAL IMPACT: This petition will have a neutral financial impact in that the current lease uses the current formula of \$0.40 per \$100.00 Equalized Assessed Value to determining the Lake Lease Fee. With the current lease rate formula of \$0.40 per \$100.00 Equalized Assessed Value, this lease will generate approximately \$438.29 per year in lease income and \$128.28 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 2021 Budget Book titled "Other Funds & Capital Improvement" on page 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 current and future residents.

Respectfully submitted for Council consideration.

Prepared by: Joe Darter, Property Manager

Reviewed by:


Kevin Kothe, Director of Public Works

8/11/2020


Chris Tomertin, Budget Manager

8/14/2020

George Boyle
George Boyle, Assistant Corporation Counsel

8/19/2020


Tara Henry, Legislative Assistant

8/20/2020

Recommended by:


Tim Gleason, City Manager

Attachments:

- PW 2B Current Lease_Thorson to Schuler Lake Lease Transfer 08242020
- PW 2C Property Manager Memo_Thorson to Schuler Lake Lease Transfer 08242020
- PW 2D Petition_Thorson to Schuler Lake Lease Transfer 08242020
- PW 2E Septic Information_Thorson to Schuler Lake Lease Transfer 08242020
- PW 2F Agreement_Thorson to Schuler Lake Lease Transfer 08242020
- PW 2G Location Map_Thorson to Schuler Lake Lease Transfer 08242020
- PW 2H Unrecorded Plat Map_Thorson to Schuler Lake Lease Transfer 08242020
- PW 2I Structure Map_Thorson to Schuler Lake Lease Transfer 08242020

- PW 2J Photographs_Thorson to Schuler Lake Lease Transfer 08242020

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 14th day of July, 2011

between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and

Linda L Thorson as Trustee
of the
Bob Wilkey Trust

(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:

SE
Lot E426 in Block 0 in Camp Peoria Point 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

[REDACTED]

Lessee Billing Address

[REDACTED]

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:

[Signature]
Its Mayor

Attest:

[Signature]
City Clerk

[REDACTED]

MEMORANDUM

August 3, 2020

To: Kevin Kothe, PE, Director of Public Works

From: Joseph M. Darter, Property Manager

Subject: Lot 5 & East ½ of Lot 6 in Peoria Pointe Lake Lease Transfer

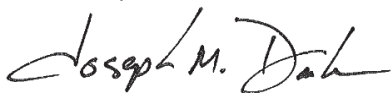
A Petition and Lake Lease Transfer request has been submitted for Lot 6, Block 8 in Camp Iroquois, from Linda Thorson to the petitioner, Mark C. Shuler.

EAV for this property is \$109,272. 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 \$437.09 per year in lease income and \$128.28 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 FY2020 Budget Book titled "Other Funds & Capital Improvements" on page 88.

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 5 & 1/2 Block 6 of Camp Peoria Pointe Parcel # 08-06-151-009

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

X From: LINDA L. THORSON (Sellers Name)

To: MARK C. SCHULER (Buyers Name)

K [Redacted Signature]
(Signatures of Seller)

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

Now comes Mark Schuler (Buyer) and respectfully shows that He/She/They became the purchaser of all right, title and interest of

Linda L. Thorson (Seller) In and to the Lease made on the (Date) 08/24/2020 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)

Linda L. Thorson has executed deed of transfer of their interest in said premises and an assignment of the Leases therefore your petitioner.

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

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

Respectfully submitted,

[Redacted Signature]
(Signature of Buyer(s))

WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON LOT 5 and 1/2 Lot 6
BLOCK N/A CAMP Peoria Point, OF LAKE BLOOMINGTON.

Now comes the City of Bloomington and gives this, its written consent to the assignment on all right, title and interest of (seller) _____ in and to the premises known as Lot 5 & 1/2 of 6 Block N/A in Camp Peoria Point, 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



OFFICE
COPY

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

July 29, 2020

Ms. Linda Thorson


Re: Septic Permit #85-6520
Parcel #08-06-151-009
Lot 5, Lake Bloomington – Peoria Point Subdivision

Dear Ms. Thorson:

On July 22, 2020, 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 July 21, 2020 and the following deficiencies were noted:

- The basement floor drain discharges to a tile. The floor drain cannot be used as a discharge point for sewage producing fixtures such as sinks, laundry waste or showers.
- The seepage bed is a minimum of 198 square feet too small. This may remain as is until the septic system is repaired or replaced.

In summary, the septic system was installed in 1985 and is now approximately 35 years old. This office considers the average life expectancy of a septic system to be 20 to 25 years. The property has been vacant and may evaluate differently under normal use conditions.

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. Mark Schuler

TJA:AC:du

AC-0601-20-160

EVALUATION REPORT FOR A MCLEAN COUNTY PRIVATE SEWAGE DISPOSAL SYSTEM

For Office Use Only

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: Linda Thorson
Address: _____
Phone #: _____ Home - -

2. Requestor Information:

Name: Mark Schuler
Address: _____
Phone #: _____ Home - -

3. Property Information:

Parcel Number (Tax ID): () 08-06-151-009 Date Evaluation Performed: 07-21-20
Address of property evaluated: _____ Sub. & Lot: _____
Permit available from Health Dept.: Yes ☒ No ☐ Permit #: 85-6520

4. Interview Information:

Person interviewed: Nancy Brady Original owner: Yes ☐ No ☒
Age of home (years): _____ Intended for seasonal use: Yes ☐ No ☒
Date last occupied: 6 months ago Number of occupants: 1
Has tank ever been pumped: Yes ☒ No ☐ If yes, how often: 10 yrs ago

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: n/a Clothes washer discharges to: septic
Dishwasher discharges to: septic Hot tub discharges to: _____
Basement plumbing fixtures: Discharge locations:
a. n/a a. _____
b. _____ b. _____
c. _____ c. _____
d. _____ d. _____
Basement floor drains discharge to: tile Garage floor drains discharge to: n/a
Sump pit/pump discharges to: n/a Downspouts discharge to: ground surface

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: 5 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: 1000 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: _____ inches to _____ inches

Square feet of field: _____ 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 : _____ 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: 18 inches to 22 inches

Square feet of bed: 702 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 : 0 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

	Yes	No
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:	☐	☐
Where does the contact tank discharge to: <i>(Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.)</i> :	_____	

F. PUMP OR LIFT STATION -- This Section N/A ☒

	Yes	No
Pump chamber an approved design:	☐	☐
Chamber volume 1.5 times the daily flow:	☐	☐
Is there a dual pump:	☐	☐
Alarm present:	☐	☐
Alarm location: _____	☐	☐
Alarm properly working with audio and visual functions:	☐	☐

G. AEROBIC UNIT -- This Section N/A ☒

Manufacturer: _____ Model number: _____
 Size of unit: _____ gallons

	Yes	No
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:	☐	☐
Where does the contact tank discharge to: <i>(Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.)</i> :	_____	

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 bed is undersized for this house. This septic system appears to be functioning at this time. The house is vacant so the septic system could evaluate differently under normal water usage. The average life of a septic system is about 25 years. This septic system is 35 years old.

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

07-22-20

Date

THIS LEASE is entered into on the 10th day of
August, 2020
 between the City of Bloomington, a municipal corporation,
 of McLean County, Illinois, hereinafter called CITY and
Mark C. Schuler

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

WITNESSETH

In consideration of the mutual covenants hereinafter con-
 tained, the parties agree as follows:

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

Lot 5 + 1/2 of Plot 6 in Block _____ in Camp Peoria Pointe 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, in-
 cluding land and improvements, as determined by the Supervisor of Assessments of

McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.

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

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

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

B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.

4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.
5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.
6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.

7. WATER. Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.
8. GARBAGE. City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.
9. ASSIGNMENT. Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.
10. RULES & REGULATIONS. Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.
11. USE OF AND ACCESS TO LAKE. Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.
12. TREE CUTTING. No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.
13. DEFAULT. If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.
14. TERMINATION BY LESSEE. Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any

improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.

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

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

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

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

City

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

Lessee Name and Mailing Address

MARK C. SCHULGER

Lessee Billing Address

MARK C. SCHULGER

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:

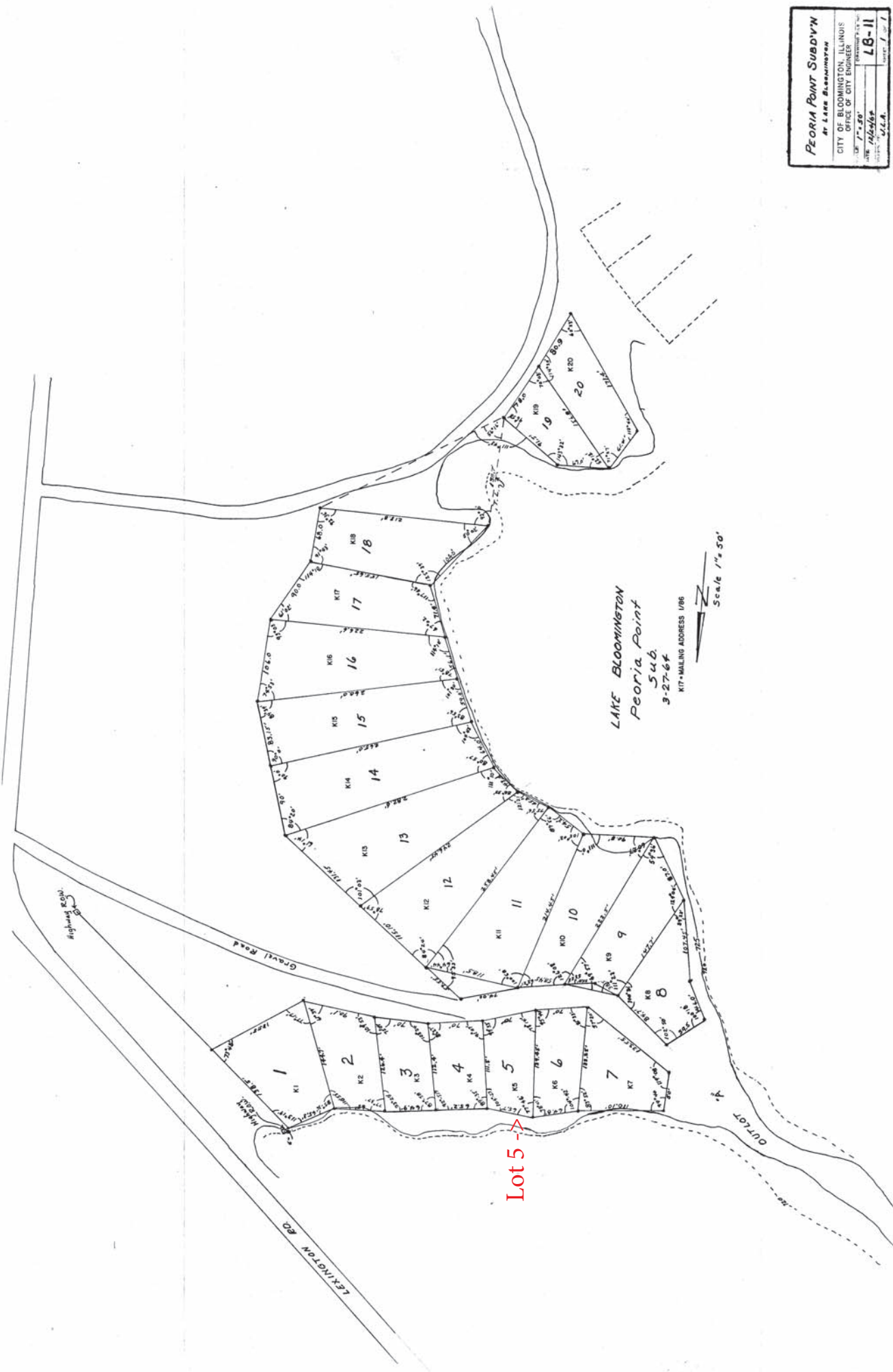
Its Mayor

Attest:

City Clerk

 NONPROFIT
 RESIDENTIAL
 City Owned

PEORIA POINT SUBDIV at Lake Bloomington	
CITY OF BLOOMINGTON, ILLINOIS OFFICE OF CITY ENGINEER	
Scale 1"=50'	Drawing No. 18-11
Date 11/24/64	Sheet 1 of 1
J.L.A.	



Lot 5 ->

LAKE BLOOMINGTON
Peoria Point
Sub
3-27-64
KIT-MILING ADDRESS 1/86



Lot 5 Peoria Pointe Structure Map

8/3/2020

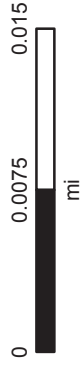


Legend

- Address - Full
- Parcels
- PIN



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REGULAR AGENDA



PRESENTATION, DISCUSSION, AND DIRECTION ON FUTURE AGENDA TOPICS ITEM NO. 9.A

FOR COUNCIL: August 24, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Presentation and discussion of Public Works project updates, as requested by the Public Works Department.

RECOMMENDED MOTION:

None; presentation only.

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 5e. More attractive city: commercial areas and neighborhoods
- Objective 5c. Incorporation of "Green Sustainable" concepts into City's development and plans
- Objective 5b. City decisions consistent with plans and policies
- Objective 5a. Well-planned City with necessary services and infrastructure
- Objective 4d. Improved neighborhood infrastructure
- Objective 2c. Functional, well maintained sewer collection system
- Objective 2b. Quality water for the long term
- Objective 2a. Better quality roads and sidewalks
- Objective 1e. Partnering with others for the most cost-effective service delivery
- 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: Public Works will provide a presentation and discussion of various project updates. The presentation will be made available at the meeting.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

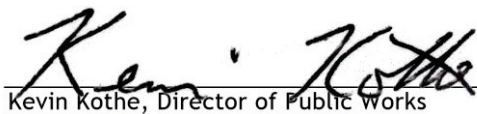
COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.1. Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs, Objective UEW-1.5. Reliable water supply and distribution system that meets the needs of the current and future

residents, Objective UEW-1.6. Continue to participate in regional efforts to establish a sustainable and responsible water supply; Objective UEW-1.7. Reliable and efficient collections systems (sanitary sewer, combined sewer, and storm sewer systems) to protect public health, safety and the environment. Goal TAQ-1. A safe and efficient network of streets, bicycle- pedestrian facilities and other infrastructure to serve users in any surface transportation mode, Objective TAQ-1.1. Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system, Objective TAQ-1.2. Data-driven transportation infrastructure policy and management, Objective TAQ-1.4. Pedestrian safety for users of all transportation facilities with a Sidewalk Master Plan, and sidewalk system that provides safe access throughout the transportation network; Goal NE-3. Reduce environmental pollutants, Objective NE-3.2. Identify and reduce water pollutants; Goal NE-4. Increase cooperation and coordination among governments, nonprofits and businesses across the region to address shared environmental issues, Objective NE-4.2. Continue to participate in regional efforts to establish a sustainable and responsible water supply.

Respectfully submitted for Council consideration.

Prepared by: Michael Hill, Management Analyst

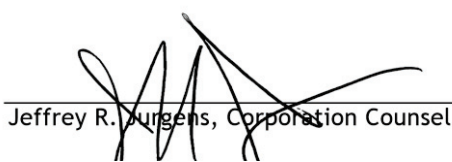
Reviewed by:


Kevin Kothe, Director of Public Works

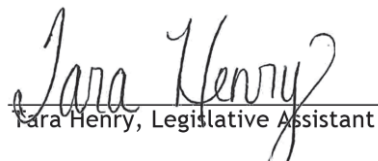
8/18/2020


Chris Tomertin, Budget Manager

8/18/2020


Jeffrey R. Jurgens, Corporation Counsel

8/19/2020


Tara Henry, Legislative Assistant

8/20/2020

Recommended by:


Tim Gleason, City Manager



REGULAR AGENDA ITEM NO. 9.B

FOR COUNCIL: August 24, 2020

SPONSOR: Legal Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and potential action regarding Ordinance 2020-18, An Ordinance Declaring a Local Emergency Due to the COVID-19 Virus & Enacting Various Emergency Measures, as requested by the Legal Department.

RECOMMENDED MOTION:

No modifications recommended at this time.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

- Objective 1e. Partnering with others for the most cost-effective service delivery
- Objective 1d. City services delivered in the most cost-effective, efficient manner
- Objective 1c. Engaged residents that are well informed and involved in an open governance process

BACKGROUND: On March 26, 2020, the City Council approved Ordinance 2020-18, An Ordinance Declaring a Local Emergency Due to the COVID-19 Virus & Enacting Various Emergency Measures. This Ordinance is effective for 28-day periods unless amended or repealed sooner by the City Council. Absent such repeal or amendment, the Ordinance continues in effect for additional 28-day periods.

As part of the passage of the Ordinance and due to its importance, the City Manager committed to placing Ordinance 2020-18 on every regular agenda. This allows the Council to repeal it as soon as the pandemic subsides, and thus end the use of the City's emergency powers.

On July 24, 2020, Governor Pritzker issued a new 30-day disaster proclamation related to the pandemic. As the community, including the City's businesses and residents, continue to address the impacts of the COVID-19 pandemic, City staff is not currently recommending the repeal of the Ordinance at this time.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: There is no new financial impact associated with continuing Ordinance 2020-18 in effect.

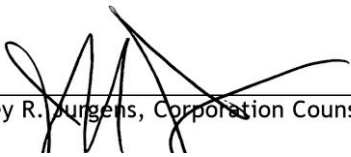
COMMUNITY DEVELOPMENT IMPACT: The continuation of Ordinance 2020-18 allows several key functions of the Community Development Department to continue that do not include

statutorily mandated public hearings, as well as the expansion of certain business operations for outdoor dining.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey Jurgens, Corporation Counsel

Reviewed by:



Jeffrey R. Jurgens, Corporation Counsel

8/17/2020



Tara Henry, Legislative Assistant

8/19/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- LGL 1B Local Emergency Declaration Ordinance 2020-18
- LGL 1C Ord. No. 2020 - 21
- LGL 1D Ord. No. 2020 - 25
- LGL 1E Ord. No. 2020 - 30
- LGL 1F Ord. No. 2020 - 38
- LGL 1G Ord. No. 2020 - 45

ORDINANCE NO. 2020 - 18

AN ORDINANCE DECLARING A LOCAL EMERGENCY DUE TO THE COVID-19 VIRUS & ENACTING VARIOUS EMERGENCY MEASURES

WHEREAS, on January 30, 2020, the World Health Organization declared the outbreak of COVID-19 to be a public health emergency of international concern and on March 11, 2020 declared it a worldwide pandemic; and

WHEREAS, on January 31, 2020, the U.S. Health and Human Services Secretary declared a public health emergency for the United States; and

WHEREAS, the Governor of the State of Illinois issued a disaster proclamation on March 9, 2020, due to the impact of the COVID-19 virus and has activated the State Emergency Operations Center; and

WHEREAS, the State Emergency Management Agency has declared a public health emergency due to the impact of the COVID-19 virus; and

WHEREAS, on March 13, 2020, the President of the United States declared a National Emergency concerning the COVID-19 outbreak; and

WHEREAS, the City Manager and staff have been meeting for weeks to begin preparing for the potential impact of the pandemic and has coordinated its response with McLean County and the Town of Normal; and

WHEREAS, the City Council has considered the existence of a public health emergency in acting upon this ordinance and actions required to promote the health, safety and welfare of its citizens; and

WHEREAS, 20 ILCS 3305/10J, of the Emergency Management Agency Act and 65 ILCS 5/8-10-5 of the Illinois Municipal Code and Chapter 12 of the Bloomington City Code provides political subdivisions with certain emergency authority; and

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

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

SECTION 2. Emergency Authority. In accordance with the authority provided to the City by the Emergency Management Agency Act, the City Code and its home-rule authority, the following actions are authorized by the City Council:

- (A) Cancellation of Meetings. The Mayor may cancel meetings of any board or commission to which he appoints members. Any such cancellation shall automatically extend such deadlines for required actions by such board or commission as is specified in the cancellation notice. In lieu of the Mayor

cancelling said meetings, the Chairperson of any board or commission may cancel said meetings and are encouraged to do so absent a priority need.

- (B) Ability to Conduct Electronic Meetings. Any Council Member or board member of any board or commission, in accordance with Governor Pritzker's COVID-19 Executive Order No. 5 may attend any regular or special meeting via electronic means, including audio or video conferences. A physical quorum of the Trustees is not required before the remote participation is allowed.
- (C) Ability to Address Contract, Permitting and Licensure Issues. The City Manager shall have the authority, upon approval of both the Mayor and Mayor Pro Tem, to address any contract, permitting and/or licensing issues, including the suspension of any permits or licenses, as the City Manager may deem to be in the best interest of the City. The suspension of any license or permit may be overturned by a majority of the City Council at a subsequent City Council meeting.
- (D) Emergency Purchases. For any emergency purchases that are necessary, the City Manager shall follow the provisions of Chapter 16 of the Bloomington City Code.
- (E) Personnel Policies & Union Contracts. The City Manager's authority is hereby reaffirmed that he may adjust any personnel policies related to leave time, other benefits or terms and conditions of employment as are reasonably related to providing sufficient staffing during the term of the emergency. In addition, he is authorized to enter into such temporary agreements, including memoranda of understanding with the City's bargaining units in order to promote the provision of City services and the health and safety of the public and employees during the emergency.
- (F) Facility Closures. The authority of the City Manager is hereby reaffirmed to close City facilities as is reasonably required to protect the health of the public and employees of the City.
- (G) Administrative Court. The Corporation Counsel is authorized to extend any timeframe for responses related to City ordinance violations in recognition of the emergency and to suspend the City's Administrative Court and/or continue said cases.
- (H) Moratorium on Interest, Fines and Penalties. No interest, fines and/or penalties shall accrue or be assessed on amounts owed to the City as of March 1, 2020, for City utility payments, food and beverage taxes (although timely tax return filings are still required), parking tickets and/or ordinance violations, so long as said obligations to the City are paid within 30 days after the conclusion Governor Pritzker's Gubernatorial Disaster Proclamation, including any and all renewals thereof, or until this provision is amended or repealed by the City Council. The City Manager is similarly authorized, by Executive Order, to extend the deadlines for payments related to any other amounts due and owing the City.

- (I) Payment of City Bills. The City Manager may authorize the issuance of payments to City vendors, contractors and utilities if the City Council is unable to meet on a regularly scheduled meeting date. Any such payments must be reported to the City Council in writing at a future public meeting.
- (J) Water Shut Offs. All City utility shut offs for nonpayment shall be suspended while this ordinance is in effect.
- (K) Acceptance of Applications. The City is authorized to accept applications for all City licenses and permits electronically, and may accept all other documentation required related to said applications electronically.
- (L) Written Public Comment. The City Manager shall implement procedures encouraging the electronic submission of written comments for public meetings beyond those set forth in Chapter 2, Section 85(I). These procedures shall remain in effect so long as Governor Pritzker's Gubernatorial Disaster Proclamation remains in effect, including any and all renewals thereof.
- (M) Community Development Approvals. The City Manager and Director of Community Development, or City Planner in the absence of the Director of Community Development, shall have the authority to approve grant applications, the awarding of historic preservation grants, cite plans not involving special uses, certificates of appropriateness, and to postpone any meetings regarding the Planning Commission and Zoning Board of Appeals. Any applications requiring a public hearing may also be postponed by the City Manager.
- (N) Liquor Commissioner Authority to Allow Deliveries. The Liquor Commissioner shall be granted the authority to allow all restaurant liquor license holders (Class RA and Class RB), as well as all taverns (Class TA and Class TB) to provide the delivery, carryout and curbside pickup of alcoholic liquor, so long as the license holder complies with the requirements of Chapter 6, Section 32(C) for curbside pickup and Chapter 6, 32(D) for deliveries, as well as any other requirements that may be imposed by Executive Order of the Mayor. No packaged liquor license component shall be required. This authority of the Liquor Commissioner shall remain in effect so long as Governor Pritzker's Gubernatorial Disaster Proclamation remains in effect, including any and all renewals thereof, or until this authority is repealed by the City Council.
- (O) Intergovernmental Agreements. The City Manager is authorized to execute intergovernmental agreements that address the response and needs associated with this local disaster declaration that he deems to be in the best interests of the City.

SECTION 3. Other Emergency Powers Disallowed. The Emergency Powers in Chapter 12, Section 11 are not necessary to address the COVID-19 crisis. Accordingly, no such powers may be exercised by the Mayor, City Manager or their successors.

SECTION 4. Succession Planning. In the absence or incapacity of the Mayor, the Mayor Pro Tem shall serve as the Mayor of the City of Bloomington and shall have all authority and power of the Mayor, including the emergency powers set forth in this Ordinance. If the Mayor Pro Tem is incapacity or otherwise serving as Mayor, the City Council shall appoint a new Mayor Pro Tem. In the absence or incapacity of the City Manager, the Deputy City Manager shall serve as the City Manager of the City of Bloomington and shall have all authority and power of the City Manager, including the emergency powers set forth in this Ordinance. In the absence or incapacity of both the City Manager and the Deputy City Manager, the Corporation Counsel shall serve as the City Manager of the City of Bloomington and shall have all authority and power of the City Manager, including the emergency powers set forth in this Ordinance.

SECTION 5. Declaration of a Local Disaster. This Ordinance shall be construed as a declaration of a local disaster as provided for under Section 11 of the Illinois Emergency Management Agency Act, 20 ILCS 3305/11.

SECTION 6. Amendment of City Code. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 7. Severability. 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 8. Publication. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

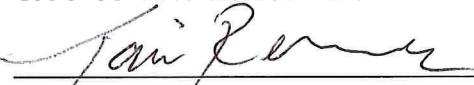
SECTION 9. Home Rule Authority. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 10. Effectiveness & Duration. This ordinance takes effect immediately upon its passage due to the urgency of implementing appropriate responses to the COVID-19 virus, which is causing or anticipated to cause widespread impacts on the health of members of this community. The recitals are incorporated into this Section. This ordinance shall be effective for 28 days from the date of passage unless repealed or amended sooner by the City Council. The ordinance shall continue for 28-day periods thereafter unless repealed or amended by the City Council.

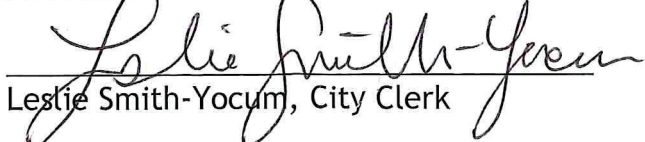
PASSED this 26th day of March 2020.

APPROVED this 27th day of March 2020.

CITY OF BLOOMINGTON


Tara Renner, Mayor

ATTEST


Leslie Smith-Yocum, City Clerk

ORDINANCE NO. 2020 - 21

**AN ORDINANCE AMENDING THE LOCAL EMERGENCY DECLARATION ORDINANCE,
ORDINANCE 2020-18, TO ADD CLUB LIQUOR LICENSES TO SECTION 2(N)**

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois:

SECTION 1. That Ordinance 2020-18 is hereby amended by amending Section 2(N) to read as follows (added; deleted):

(N) Liquor Commissioner Authority to Allow Deliveries. The Liquor Commissioner shall be granted the authority to allow all restaurant liquor license holders (Class RA and Class RB), club liquor license holders (Class CA and Class CB), as well as all taverns (Class TA and Class TB) to provide the delivery, carryout and curbside pickup of alcoholic liquor, so long as the license holder complies with the requirements of Chapter 6, Section 32(C) for curbside pickup and Chapter 6, 32(D) for deliveries, as well as any other requirements that may be imposed by Executive Order of the Mayor. No packaged liquor license component shall be required. This authority of the Liquor Commissioner shall remain in effect so long as Governor Pritzker's Gubernatorial Disaster Proclamation remains in effect, including any and all renewals thereof, or until this authority is repealed by the City Council.

SECTION 2. Except as provided herein, Ordinance 2020-18, as amended, shall remain in full force and effect.

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

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

SECTION 5. This ordinance shall be effective immediately after its execution and publication as required by law.

PASSED this 13th day of April 2020.

APPROVED this 15th day of April 2020.

CITY OF BLOOMINGTON

Tari R. Pendergast, Mayor

ATTEST

Leslie G. Gamm, City Clerk



ORDINANCE NO. 2020 - 25

AN ORDINANCE AMENDING THE LOCAL EMERGENCY DECLARATION ORDINANCE, ORDINANCE 2020-18, TO ADD A NEW SECTION 2(P) TO ALLOW THE PRORATION OF THE CITY'S VIDEO GAMING LICENSE FEES

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois:

SECTION 1. That Ordinance 2020-18 is hereby amended by adding a new Section 2(P) as follows:

(P) Video Gaming License Fee Proration; Other License Fee Prorations. To account for the mandated closure of video gaming establishments, the City shall prorate the City's video gaming license fee as follows: (1) for the license year May 1, 2019, through April 30, 2020, the City shall reimburse license holders 12% of the license fee paid within 15 days of adoption of this Ordinance; and (2) for the license year May 1, 2020, through April 30, 2021, the City shall issue a refund of the license fee based on the prorated amount of time the establishment was not authorized to operate within said year by the Illinois Gaming Board due to the COVID-19 pandemic or may otherwise offset said amount when the license fee is paid. Any such refund shall be paid by the City within 15 days after video gaming establishments are lawfully authorized to resume operations by the Illinois Gaming Board. The City Manager is similarly authorized, by Executive Order, with the written concurrence of both the Mayor and Mayor Pro Tem, to prorate other annual City license fees for license holders that are not permitted to operate by state or federal mandate due to the COVID-19 pandemic.

SECTION 2. Except as provided herein, Ordinance 2020-18, as amended, shall remain in full force and effect.

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

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

SECTION 5. This ordinance shall be effective immediately after its execution and publication as required by law.

PASSED this 27th day of April 2020.

APPROVED this 28th day of April 2020.

CITY OF BLOOMINGTON

Tari Penner
Tari Penner, Mayor

ATTEST

Leah L. Young
Leah L. Young, City Clerk



ORDINANCE NO. 2020 - 30

**AN ORDINANCE AMENDING THE LOCAL EMERGENCY DECLARATION ORDINANCE,
ORDINANCE 2020-18, TO ADD A NEW SECTION 2(Q) REGARDING LIQUOR LICENSE FEES
AND A NEW SECTION 2(R) REGARDING COVID-19 GRANTS**

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois:

SECTION 1. That Ordinance 2020-18 is hereby amended by adding a new Section 2(Q) as follows:

(Q) Liquor License Fee Proration. Establishments with a City liquor license that are not operating due to the pandemic, may apply to have their license fees prorated for the license year based on the amount of time the business was closed due to Executive Order of the Governor of the State of Illinois. To qualify for a proration in the license fee, the establishment must have been closed and may not have been providing curbside pickup and/or delivery. This shall be a one-time proration and only for establishments that were closed continually for at least 30 days. Establishments must apply for the proration refund to the City Clerk and shall be required to provide proof of closure by affidavit and/or other documentation as deemed appropriate by the City Clerk. Applications must be received by the City Clerk at least 30 days after establishments are allowed to have customers/patrons “dine-in” regardless of capacity restrictions.

SECTION 2. That Ordinance 2020-18 is hereby amended by adding a new Section 2(R) as follows:

(R) COVID-19 GRANT AGREEMENTS. The City Manager, or designee, is authorized to enter into grant agreements on behalf of the City related to the COVID-19 pandemic and to submit grant applications related to same.

SECTION 3. Except as provided herein, Ordinance 2020-18, as amended, shall remain in full force and effect.

SECTION 4. The City Clerk shall be, and is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 5. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 6. This ordinance shall be effective immediately after its execution and publication as required by law.

PASSED this 11th day of May 2020.

APPROVED this 12th day of May 2020.

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Leticia Young, City Clerk



ORDINANCE NO. 2020 - 38

**AN ORDINANCE AMENDING THE LOCAL EMERGENCY DECLARATION ORDINANCE,
ORDINANCE 2020-18, TO ADD A NEW SECTION 2(S) REGARDING
TEMPORARY OUTDOOR BUSINESS OPERATIONS AND STREET CLOSURES**

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois:

SECTION 1. That Ordinance 2020-18 is hereby amended by adding a new Section 2(S) as follows:

(S) Temporary Outdoor Business Operations & Street Closures. The City Manager shall have the authority, through Executive Order, to temporarily close streets, or portions thereof, for outside use by businesses when said closure can be performed in a safe manner. The City Manager is also authorized to allow for the outdoor temporary expansion of premises for businesses, including but not limited to on closed public streets and/or other right-of-way areas of the City, including parking lots, parking spaces and alleys. The City Manager shall provide for the closure of any streets and the process for expansion of premises by Executive Order. No fee shall be required for any expansion, but appropriate insurance, waivers, barriers, plans, and other safety measures may be required. The City Manager may likewise waive any other requirements related to the expansion of a business premises for off-premises use and/or the placement of tents for outdoor use and may implement other Executive Orders to allow for and expedite the allowance of outdoor business operations.

SECTION 2. Except as provided herein, Ordinance 2020-18, as amended, shall remain in full force and effect.

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

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

SECTION 5. This ordinance shall be effective immediately after its execution and publication as required by law.

PASSED this 26th day of May 2020.

APPROVED this 27th day of May 2020.

CITY OF BLOOMINGTON

Tari Renner
Tari Renner, City Clerk

ATTEST

Leslie Simon Recum
Leslie Simon Recum, City Clerk



ORDINANCE NO. 2020 - 45

AN ORDINANCE AMENDING THE LOCAL EMERGENCY DECLARATION ORDINANCE,
ORDINANCE 2020-18, TO MODIFY SECTION 2(H) REGARDING THE MORATORIUM ON
INTEREST, FINES AND PENALTIES

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois:

SECTION 1. That Ordinance 2020-18 is hereby amended by modifying Section 2(H) as follows:

- (S) Moratorium on Interest, Fines and Penalties. No interest, fines and/or penalties shall accrue or be assessed on amounts owed to the City as of March 1, 2020 and thereafter until our region begins Phase 4 of the Restore Illinois Plan, for City utility payments, food and beverage taxes (although timely tax return filings are still required), parking tickets and/or ordinance violations, so long as said obligations to the City are paid within ninety (90) days after our region hits Phase 4 of the Restore Illinois Plan, expected to be June 26, 2020, ~~30 days after the conclusion of Governor Pritzker's Gubernatorial Disaster Proclamation, including any and all renewals thereof,~~ or until this provision is amended or repealed by the City Council. The City Manager is similarly authorized, by Executive Order, to extend the deadlines for payments related to any other amounts due and owing the City.

SECTION 2. Except as provided herein, Ordinance 2020-18, as amended, shall remain in full force and effect.

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

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

SECTION 5. This ordinance shall be effective immediately after its execution and publication as required by law.

PASSED this 24th day of June 2020.

APPROVED this 25th day of June 2020.

CITY OF BLOOMINGTON

Tari Renner _____
or

ATTEST

Les

