

**CITY OF
BLOOMINGTON
COUNCIL MEETING
AUGUST 23, 2021**



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

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

PUBLIC COMMENT

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

CONSENT AGENDA

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

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

PUBLIC HEARING

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

REGULAR AGENDA

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

MAYOR AND COUNCIL MEMBERS

Mayor - Mboka Mwilambwe

City Council Members

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

City Manager - Tim Gleason

Deputy City Manager - Billy Tyus

CITY LOGO DESIGN RATIONALE

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

MISSION, VISION, AND VALUE STATEMENT

MISSION

To Lead, Serve and Uplift the
City of Bloomington

VISION

A Jewel of the Midwest Cities

VALUES

Service-Centered,
Results-Driven,
Inclusive

STRATEGIC PLAN GOALS

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

AGENDA



REGULAR SESSION CITY COUNCIL MEETING AGENDA
GOVERNMENT CENTER CHAMBERS, 4TH FLOOR, ROOM #400
115 E. WASHINGTON STREET, BLOOMINGTON, IL 61701
MONDAY, AUGUST 23, 2021, 6:00 P.M.

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

Individuals wishing to provide emailed public comment must email comments to publiccomment@cityblm.org at least 15 minutes before the start of the meeting. Individuals wishing to speak in-person may register at cityblm.org/publiccomment at least 5 minutes before the start of the meeting.
7. **Consent Agenda**
 - A. Consideration and action to approve Bills and Payroll in the amount of \$7,729,599.33, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*
 - B. Consideration and action to approve 1) the Purchase of A) two (2) Labrie Expert (T) 2000 Helping Hand Dual Arm Automated Side Loader Bodies from Key Equipment of Bridgeton, Missouri, in the amount of \$452,139.00, using Sourcewell Contract (#091219-LEG, exp. 11/15/23); and B) two (2) 2021 Crane Carrier Model LDT2-30 Chassis from Cumberland Servicenter of Elk Grove Illinois, in the amount of \$359,140.00, using Sourcewell Contract (#060920-CRN, exp. 8/1/24), for a total of \$811,279.00, and 2) the Authorization to Dispose of the two (2) 2012 Crane Carrier LGT2-26 Automated Collection Trucks by online public auction, as requested by the Public Works Department. *(Recommended Motion: The proposed Purchase and Disposal be approved.)*
 - C. Consideration and action to approve the one-year (August 2021 - June 2022) School Crossing Guard Contract with All City Management Services, Inc. (ACMS) in an amount not to exceed \$118,000, as requested by the Police Department. *(Recommended Motion: The proposed Contract be approved.)*
 - D. Consideration and action to approve a Contract with SiteMed to provide OSHA-required Medical Surveillance and Physical Evaluation in compliance with NFPA 1582, in the amount not to exceed \$50,000 annually for FY 2022 & FY 2023

(\$100,000 in total), as requested by the Human Resources Department and the Fire Department. *(Recommended Motion: The proposed Contract be approved.)*

- E. Consideration and action to (1) renew the Agreement with Jellyvision (via the ALEX tool) as a limited source, so that employees may be better educated regarding their 2022 - 2024 benefits, (2) transfer administration of Flex Card/Health Savings Accounts from 121 Benefits to HAS Bank, and (3) authorize Gallagher to sign the Jellyvision Reseller Agreement on behalf of the City of Bloomington, as requested by the Human Resources Department. *(Recommended Motion: The proposed Agreement be renewed, Administration be transferred, and Authorization be approved.)*
- F. Consideration and action to approve an Agreement with McLean County Asphalt Co. Inc. for the City Parking Lots Project (Bid #2022-07), in the amount of \$281,113.09, as requested by the Public Works Department. *(Recommended Motion: The proposed Agreement be approved.)*
- G. Consideration and action to approve an updated City of Bloomington Investment Policy, as requested by the Finance Department. *(Recommended Motion: The proposed Investment Policy be approved.)*
- H. Consideration and action on a Resolution Authorizing the Initiation of Text Amendments to the Bloomington Zoning Ordinance, Chapter 44 of the Bloomington City Code, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Resolution be approved.)*
- I. Consideration and action on an Ordinance Amending Bloomington City Code Chapter 2, Section 85 Pertaining to Public Comment, as requested by the Legal Department and the City Clerk Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- J. Consideration and action on an Ordinance Amending the City Policy on Street & Alley Vacations, as requested by the Legal Department and the Public Works Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- K. Consideration and action on an Ordinance Approving the Final Plat of Davis Block Subdivision, as requested by the Public Works Department. *(Recommended Motion: The proposed Ordinance be approved, subject to the petitioner providing the required sureties.)*
- L. Consideration and action to approve an Application from Barmania, LLC, d/b/a Drifters, to be located at 612 N. Main St., requesting a Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. *(Recommended Motion: The proposed License be approved.)*
- M. Consideration and action to approve a Lake Bloomington Lot Transfer and Supplemental Agreement for a portion of Lot 3 in Block 12 and Lot 3 in Block 14 in Camp Potawatomie, from the Estate of Rosslyn and Marilyn Elvidge, to the petitioners, Christopher and Sarah Powell, as requested by the Public Works Department. *(Recommended Motion: The proposed Lot Transfer and Supplemental Agreement be approved.)*

8. Regular Agenda

- A. Presentation of the City Youth Enrichment Program, as requested by the Human Resources Department. *(Recommended Motion: None; presentation only.) (Presentation by Nicole Albertson, Human Resources Director, 10 minutes; and City Council discussion, 5 minutes.)*
- B. Consideration and action on an Ordinance Approving the Vacation of an Alley between Lot 8 of McDowell Subdivision and Lot 4 of J B Stevensons Subdivision, which will Vacate an Alley between 508 and 514 E. Jackson Street, and Waiving the City's Compensation Requirement, as requested by the Public Works Department and the Community Development Department. *(Recommended Motion: **Alternative A:** The proposed Ordinance be approved. **Alternative B:** The matter be tabled until September 13, 2021, and an ordinance brought back with a requirement that compensation be paid.) (Presentation by Kevin Kothe, P.E., Director of Public Works, 5 minutes; and City Council discussion, 5 minutes.)*

9. **Finance Director's Report**

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

10. **City Manager's Discussion**

11. **Mayor's Discussion**

12. **Council Member's Discussion**

13. **Executive Session - Cite Section**

- A. **Personnel - Section 2(c)(1) of 5 ILCS 120 (30 min)**

14. **Return to Open Session and Adjourn**

RECOGNITIONS



RECOGNITION/APPOINTMENTS ITEM NO. 5.A

FOR COUNCIL: August 23, 2021

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Recognition of Service, 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: Recognition of Jennifer Yazmin Carrillo Gomez's service as Ward 6 Council Member from 2019-2021.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amy Overton, Executive Assistant

Reviewed by:

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

Billy Ryus, Deputy City Manager

8/18/2021

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

Tara Henry, Legislative Assistant

8/18/2021

CONSENT AGENDA



CONSENT AGENDA ITEM NO. 7.A

FOR COUNCIL: August 23, 2021

SPONSOR: Finance Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve Bills and Payroll in the amount of \$7,729,599.33, as requested by the Finance Department.

RECOMMENDED MOTION: The proposed Bills and Payroll be approved.

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 \$7,729,599.33 (Payroll total \$2,734,567.23, Accounts Payable total \$3,647,711.84, Bank Transfers total \$1,232,948.04, and Procurement Card total \$114,372.22).

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Sheryl McDaniel, Accountant

Reviewed by:


F. Scott Rathbun, Finance Director

8/18/2021


Tara Henry, Legislative Assistant & Records Manager

8/18/2021

Attachments:

- FIN 1B Council Finance Summary Report

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
8/13/2021	\$ 2,160,695.22	\$ 573,872.01	\$ 2,734,567.23

Off Cycle Adjustments

PAYROLL TOTAL	\$ 2,734,567.23
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ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
8/23/2021	AP General	\$ 3,097,815.37
	AP JMScott	
8/23/2021	AP Comm Devel	\$ 34,842.41
8/23/2021	AP IHDA	\$ 2,054.00
8/23/2021	AP Library	\$ 174,635.18
8/23/2021	AP MFT	\$ 45,763.61
7/29/2021	Out of Cycle	\$ 292,601.27
6/3/2021-7/22/2021	AP Bank Transfers	\$ 1,232,948.04
	AP TOTAL	\$ 4,880,659.88

PCARDS

Date Range

6/1/2021-6/30/2021	\$ 114,372.22
PCARD TOTAL	\$ 114,372.22

GRAND TOTAL	\$ 7,729,599.33
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Respectfully,

F. Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 7.B

FOR COUNCIL: August 23, 2021

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION: The proposed Purchase and Disposal be approved.

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 Purchase of two (2) Labrie Expert (T) 2000 Helping Hand Dual Arm Automated Side Loader Bodies from Key Equipment of Bridgeton, Missouri, in the amount of \$452,139.00, utilizing Sourcewell Contract; and two (2) 2021 Crane Carrier Model LDT2-30 Chassis from Cumberland Servicer of Elk Grove Illinois, in the amount of \$359,140.00, utilizing Sourcewell Contract, for a total of \$811,279.00; and Authorization to Dispose of the two (2) 2012 Crane Carrier LGT2-26 Automated Collection Truck by online public auction.

The price for the Crane Carrier Chassis reflects a \$7,862.00 discount upon verification of the two chassis receipt at Labrie Environmental, in St Nicholas, Quebec, Canada (see attached letter). A body and chassis are purchased separately and combined to make a single Automated Collection Truck. This purchase will result in two new automated collection trucks. The City of Bloomington collects household refuse, bulk waste, leaves and brush from residents' homes, and these units are used daily to pick up refuse and recycling in the automated program.

Unit R16 is nine years old and has 10,488 hours and 65,946 miles. The maintenance cost to date is \$114,352.25. Recent maintenance and repair issues with this unit include engine emission system, brakes system mechanical and air, chassis and body lights and wiring, hydraulic controls, hydraulic cylinders, hydraulic hoses and "o" rings, air, throttle pedals, rear differential failure, arm pins and bushings, camera issues, engine turbo, and broken rear suspension springs.

Unit R48 is nine years old and has 9,773 hours and 60,261 miles. The maintenance cost to date is \$179,839.88. Recent maintenance and repair issues with this unit include engine cooling system, alternator, brake mechanical, hydraulic controls, hydraulic cylinders, hydraulic hoses and “o” rings, hydraulic valves, hydraulic pump, packer panel hinges, chassis electrical, body electrical, control module, joystick, tag axle spindle hub and bearings, and arm bushings.

Staff requests to have the replaced units declared surplus and be sold on public auction at Govdeals.com. The units are expected to bring \$50,000.00 each.

As with current units, these new units will run on 20 percent biodiesel derived from soybean oil. The fuel is alternative and renewable. Hybrid-electric and fully electric technologies for garbage trucks are in development and are not yet fully utilized by U.S. garbage collection providers. Staff research shows that neither option is in production at this time. Republic Services had placed an order for 2,500 units with electric vehicle manufacturer Nikola Corp. The order was terminated because of longer-than-expected development time and unexpected costs. The City of New York is now currently testing a Mack truck electric chassis. Manufacturers, such as Kenworth and Peterbilt, are getting ready to start production of electric chassis towards the end of this year.

The price of a Kenworth electric chassis is around \$556,137.00 and does not include a charging station that can run over \$50,000.00. Due to the battery placement, it is not offered in a drop frame to mount the low dumping Labrie Expert (T) Helping Hand Single Arm Automated Side Loader Body the City utilizes to avoid tree issues when dumping refuse containers. Staff recommends continuing to review the research on electric garbage trucks each year, as the technologies develop. In the meantime, staff recommends continuing its commitment to a green fleet by continuing to use 20 percent biodiesel fuel for the City’s diesel fleet vehicles.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

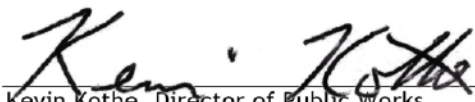
FINANCIAL IMPACT: The Solid Waste Division of the Public Works Department has budgeted \$771,110.00 for the purchase of the units out of FY 2022 Capital Lease-Capital Outlay Licensed Vehicle account (40110145-72130). The new units will cost \$811,279.00. The difference of \$40,169.00 will come from the savings of the Air Burner that was budgeted this Fiscal Year FY 2022 for \$140,00 but was purchased in Fiscal Year FY 2021. Stakeholders can locate the truck in the FY 2022 Budget Book titled “Other Funds & Capital Improvement” on pages 89 and 94.

COMMUNITY DEVELOPMENT IMPACT: Goal NE-5. Provide more efficient and sustainable municipal solid waste, management, Objective NE-5.2. Continue to address solid waste issues at a regional level.

Respectfully submitted for Council consideration.

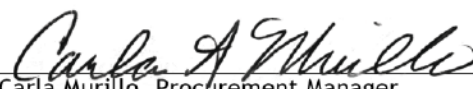
Prepared by: Rob Krones, Superintendent of Fleet Management

Reviewed by:



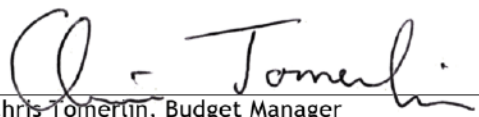
Kevin Kothe, Director of Public Works

8/10/2021



Carla Murillo, Procurement Manager

8/16/2021



Chris Tomerlin, Budget Manager

8/16/2021



Jeffrey R. Jurgens, Corporation Counsel

8/18/2021



Tara Henry, Legislative Assistant & Records Manager

8/18/2021

Attachments:

- PW 1B Body Proposal_R16 & R48 Automated Truck Replacements 08232021
- PW 1C Chassis Proposal_R16 & R48 Automated Truck Replacements 08232021
- PW 1D Cumberland Chassis Delivery Credit_R16 & R48 Automated Truck Replacements 08232021

Key Equipment & Supply Company
13507 Northwest Industrial Drive, Bridgeton, MO 63044

**Presents a Sourcewell Proposal Summary
of the**



Labrie Expert(t) 2000 33 CY (27+6) Helping Hand



***Sample Photo**

for

**City of Bloomington
115 E. Washington St.
Bloomington, Illinois 61702**



33 (27+6) Cubic Yard Labrie Expert(t) 2000 Dual Helping Hand (Diesel)

33 Cubic Yard Labrie Expert(t) 2000 Dual Helping Hand Side Loader Refuse Body with Extended Reach with All Standard Features and including the following:

- LH Helping Hand Automated Arm Standard Reach
- Split hopper Dutch Doors
- RH Helping Hand Automated Arm Extended Reach
- Grabber Bolted Rubber blocks in lieu of straps
- Grabber Counting Device
- Auxiliary Arm Controls - RH and LH side Standard Joystick and Dual Aux Mini-Joystick style
- Grabber Spill Shields on both arms
- Hydraulic Tank in drop section – 65 gal.
- Main Fuel Tank in drop section – 65 gal.
- Grab Pack: programmable packer cycle after cart pick-up, including multi-cycle option.
- In cab packer controls
- Packer cylinders hydraulic oil regeneration
- Multifunction Lights Package
- LED body lights
- Pump: double vane T6DC Work-at-idle pump
- Alarm for Low hydraulic oil level & high temp
- Hydraulic low-level sensor set higher than standard for early warning
- Automatic Hydraulic pump shut off with error message on display for low oil or High temp
- Fire Extinguisher including brackets – 20 lbs
- Work Light Kit: Triple, in-cab single switch – LED type
- Light - LH Side Hopper
- Light - RH Side Rail
- Light- LH Side Rail
- Hydraulic Lines-Replace standard hoses by Parker Super Tough series (Arm only)

Ground level grease points: for tailgate & hopper door hinges
Central grease point for packer shoes and rails
Central grease point for follower panel rollers
Zone Defense Quadruple Camera System with 9" monitor
Broom & shovel with holder
(5) Zone defense Camera system with 9" monitor and programming for mirror cameras

Additional Included options:

JA Lube Central Autolube system installed on Labrie Module only.

Complete unit mounted with drop frame and delivered.

Price of Labrie Expert(t) 2000 Helping Hand (Body Only):	\$ 217,775.00
Less Sourcewell Discount:	-\$ 4,355.50
Freight:	\$ 4,000.00
Steel Surcharge:	\$ 6,300.00
PDI & Lifetime Training:	\$ 2,350.00
Total Amount for 1 Unit:	\$ 226,069.50

Total Invoice Amount for 2 Units: **\$ 452,139.00**

*Price includes start-up and training by Key Equipment & Supply Company personnel. Price does not include FET, sales and/or use taxes. Price is good through September 1, 2021.

Sourcewell Contract #: 091219-LEG

Member #: 25014

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

Customer Name _____

By _____ Date _____


Brad Franklin
Territory Manager
Key Equipment & Supply Co.



Sourcewell 
Formerly NJPA



July 26, 2021

Rob Krones
Superintendent of Fleet Management
City of Bloomington, IL
109 E. Olive Street
Bloomington, IL 61702

Dear Rob,

Crane Carrier is pleased to quote the following chassis for your consideration: **One (1) New/Unused (2021 Crane Carrier model LDT2-30 standard cab drop frame chassis)** delivered to your department yard with arrangements made by Dave Lopina with Cumberland Servicenter, priced as follows:

	ONE UNIT
Sub Total	\$179,570.00
Tax (0%)	\$ 00.00
Total	\$179,570.00

Per the attached specifications. Pricing includes cost for the chassis and shipping to Labrie (175-B, route Marie-Victorin, Levis, Quebec, Canada, G7A 2T3) once the chassis is completed.

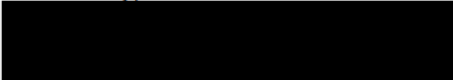
This chassis is available under Crane Carrier's **Sourcewell Contract 060920-CRN** with purchase order directed to Crane Carrier's authorized dealer:

Cumberland Servicenter, Inc.
2375 E. Oakton Street, Elk Grove Township, IL 60005
ATTN: Dave Lopina

Please reference Crane Carrier's Sourcewell contract number on all purchase orders

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

Sincerely,


Julian Brewer
Strategic Accounts Manager
330.987.3819
jbrewer@cranecarrier.com

Sourcewell 

Awarded Contract

Contract #060920-CRN

Order Entry Form

Sourcewell Contract # 060920-CRN

2020 Pricing D

Regional Sales Manager		Raglin	P.O.#	SourceWell	YES	United States	Date	7/26/2021
Purchaser	Cumberland Servicenter		For Sale To	City of Bloomington		OE#		
Address	2375 E Oakton St		Address	109 E Olive Street		Rev	A	Date
City/ST/ZIP	Arlington Heights, L 60005		City/ST/ZIP	Bloomington, L61702		S/N		3/19/2021
Attn	Dave Lopina		Attn	Rob Krone		Qty	1	(One)
Telephone	847-437-5050		Telephone	309-434-2340		Model	LDT2-30	Standard Cab
Fax			Fax			Spec#		
Vocation (ie. FL, RL, ASL, MSL, RO)		Automated Side Loader	Body Make	Labrie		Body Model	Expert Helping Hand (31YD)	
Engine/Torque @ RPM	CUMMINS - L9-350	1150 @ 1400 RPM	Cab Construction	LDT2		RH, Sit-Down Dual Drive, Tilt / Telescopic Column		
Accessories	10 Gal. Heated DEF Tank	Standard Location RH Side	Cab Type/Tilt Pump	Standard		Standard Cab 12v Cab Tilt Assist Pump		
Accessories	FEPTO Adapter 1350/1410		Accessories			Pls mount radio on RH Side		
Accessories	Remote engine oil fill		Cab Exterior			Dual Tone, Air Horn Under Cab		
Block Heater	120V - Block Heater 1,000 Watt w/Red Ind. Lt.		Cab Visor w/ Marker Lights					
Air Compressor	Cummins-Wabco, 18.7 CFM		LED Head Lamps					
Cooling System	Remote 1814 Sq. In.	-34 F Below Zero XL	3 Rear Windows & 2 Roof Vents					
Accessories	Remote Radiator Filler w/ Cover		Cab Interior	Dual Fans Standard		Dual Cab Fans		
Accessories			Air Conditioning			Intregal w/Cab Dash & Heater System		
Accessories			Stereo	Standard		AM/FM Stereo WB/MP3/WMA/USB & iPod/Bluetooth		
Air Intake	Cummins Opti-Air 13" Steel Intake		Accessories			16"x7" LH&RH MOTO Heated and Motorized Mirrors		
Accessories	Filter Minder, Dash Mounted		Doors / Windows	LH		Solid Electric, Roll-Down		
Accessories				RH		Solid Electric, Roll-Down		
Exhaust	LH Vertical Flared Elbow		Mirrors	LH				
Accessories				RH				
Accessories			Spot Mirrors	LH & RH		(1) 7" x 8" Rectangle Convex Spot (2) Total 1-Each Side		
Battery Box/Batteries	Steel (3) Three GRP 31, 925 CCA Ea.		Seats	LH		Sears C2 Air Ride, Black Vinyl		
Accessories	Standard Location	LH Side		RH Forward		Sears C2 Air Ride, Black Vinyl		
Accessories								
Starter	Flaming River Disconnect		Instrumentation			Full RH Instrumentation		
Alternator	Heavy Duty Soft Start		Accessories			(2) Transmission Oil Temperature Gauges		
Fuel Tank	Delco-Remy 55SI, 430-AMP		Accessories					
Accessories	60 Gallon Alum. Single Tank		Accessories					
Accessories	Standard Location		Accessories					
Filter/Separator	Cummins Branded 12V Heated Filter		Windshield Wiper(s)			Intermittent Wipers		
Trans. / Retarder	3000RDS 5-Speed	-	Cab Elec./Lighting			CCC Daytime Running Lights		
Controls	Dual Pushbutton		Accessories			LED Cab Clearance, Marker & Turn Signals		
NIS/Auto Neutral	Auto Neutral System / "AG" Function		Accessories					
Accessories	secondary shift schedule		Accessories					
Accessories	46 mph 1st to 4th gear		Accessories					
Accessories	Please mount 50-gallon rectangular fuel tank ILO 60 Gallon Alum. Sgl Tank (Black)		Accessories			Mirror Controls at BOTH steering stations		
Propshafts	Spicer Life Series SPL-170		Accessories					
Front Axle	D2000F		Back-Up Alarm			Warn or Equal 107 dB(A)		
Accessories			Misc. Equipment					
Brakes	16 5 X 7 Wide Brake Package		Accessories					
Slack Adjusters	Automatic		Accessories					
Accessories			Accessories					
Wheels	Hub - Steel Disc 22.5 X 9 00		Accessories					
Tires	315/80R22.5 TOYO M153 L / 20		Accessories					
Spare Wheel	No		Accessories					
Spare Tire	No		Accessories					
Front Suspension	Parabolic Taper-Leaf 20K		Accessories					
Steering Position	RH, Sit-Down Dual Drive, Tilt / Telescopic Column		Accessories					
Accessories			Accessories					
Rear Axle	S30-190		Finish Paint			Color		Color/Code
Accessories	ATC- Automatic traction control		Cab			White		57971
Brakes	16 5 X 7		Upper Cab Stripe	No				
Wheels	Hub - Steel Disc 22.5 X 8 25		Lower Cab Stripe	No				
Tires	12R22.5 Bridgestone M799 H / 16		Bumper			Black		56590
Ratio/Max. Speed	5 57 Ratio	63 MPH	Bumper Stripe	No				
Slack Adjusters	Automatic	Limit Speed: 65 MPH	Frame			Black		56590
Accessories			Battery					



CRANE CARRIER COMPANY

The Heavy Truck Specialists

PAINT CHART

Date: 07/26/21

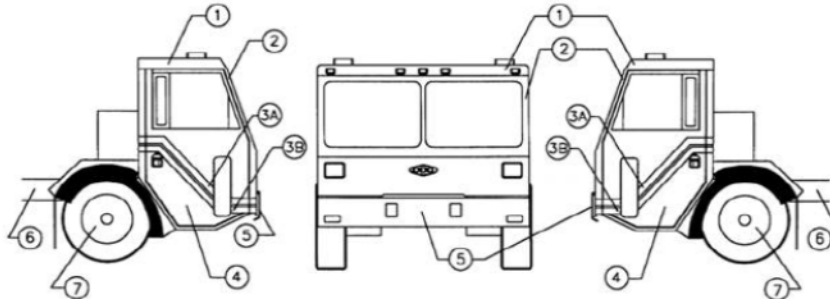
By: SP

Purchaser Cumberland Servicer
Address 2375 E Oakton St
City/ST/ZIP Arlington Heights, L 60005
Attn Dave Lopina
Telephone 847-437-5050
Fax

For Sale To City of Bloomington
Address 109 E Olive Street
City/ST/Zip Bloomington, IL61702
Attn Rob Krones
Telephone 309-434-2340
Fax

OEF#
REV # DATE
S/N
QTY 1 (One)
MODEL LDT2-30
SPEC#

Ci



Standard paint is White (57971) cab, Black (56590) chassis, air cleaner and exhaust assembly.
Bumper is Gray (58206). Disc wheels are manufacturers standard Gray (58206). Cab and bumper striping is optional.

Item #	Area to be Painted	Yes	No	Paint Code	Paint Color
1	Roof			57971	White
2	Upper Cab			57971	White
3A	Cab Upper Stripe	Yes ☐	No ☒	No	
3B	Cab Lower Stripe	Yes ☐	No ☒	No	
4	Lower Cab			57971	White
5	Bumper			56590	Black
5A	Bumper Stripe	Yes ☐	No ☒	No	
6	Chassis			56590	Black
	Air Lines			56590	Black
	Axles Grp			56590	Black
	Bolt Heads			56590	Black
	Brackets			56590	Black
	DEF Tank Mounting			56590	Black
	Drive Lines Grp			56590	Black
	Engine Mounts			56590	Black
	Exhaust & Cooling Grps			56590	Black
	Hydraulic Reservoir			56590	Black
	Rear Fenders Grp			56590	Black
	Trans & CAC Grps			56590	Black
	Air Clnr Grps			56590	Black
	Battery Box & Assy.			56590	Black
7	Fuel Tank & Assy.				Alum Std Finish
8	Front Wheels			PC	White
9	Rear Wheels			PC	White
10	Spare Wheel(s)				
11	Cab Windshield Guard				
12	Clear Coat	Yes ☐	No ☒	No	

CCC USE ONLY (Do not write in this section)

SPECIAL INSTRUCTIONS:



2375 E. OAKTON STREET
ARLINGTON HEIGHTS, IL 60005-4817
(847) 437 - 5050

July 27, 2021

Mr Robert Krones
Superintendent of Fleet Maintenance
Fleet Management
336 S Main Street
Bloomington, IL 61701

Dear Rob,

Please accept the contract included with this letter from Sourcewell.

The amount stated for this contract is for the chassis only to your specifications to be compatible to the LaBrie Helping Hand Body.
As requested by you, we have adjusted the price to reflect early payment for the chassis upon verification of the chassis receipt at LaBrie in St. Nicholas, QC.

The chassis price is \$179,570 which reflects a \$3,931.00 discount for payment made at the time of verified receipt of the chassis by LaBrie Enviromental, in St Nicholas, QC

It is hoped that this is acceptable to you, but if you should have any questions, please don't hesitate to call.

Thank you in advance for allowing us to offer this chassis to you.

Respectfully,

David J Lopina
President
Cumberland Servicenter, Inc



CONSENT AGENDA ITEM NO. 7.C

FOR COUNCIL: August 23, 2021

SPONSOR: Police Department

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION: The proposed Contract be approved.

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 City of Bloomington entered into a contract with All City Management Services, Inc. (ACMS) for crossing guard services on September 26, 2016. ACMS has done an excellent job providing crossing guard services with no major complaints from citizens or the schools. Utilization of the crossing guard services significantly reduced the amount of administrative and sworn Police Department time spent managing these important services.

The services provided by ACMS help to ensure the safety of our children while crossing roads in school crossing zones and has decreased or eliminated the burden on the Police Department to perform these duties. The Police Department has been able to focus on monitoring school crossing zones, taking enforcement action when necessary, and officers are able to concentrate on other law enforcement duties.

The total cost for the year is estimated to be \$118,000. ACMS pricing is based on 4,500 hours of service and includes all expenses for the provision of crossing guards, totaling \$98,910.00 plus a \$10,000 attendance bonus. ACMS offers a \$400 attendance bonus for each crossing guard with perfect attendance per semester, and a \$300 attendance bonus per semester for two (2) or less missed days. The cost that will be billed to the City includes an associated 22% overhead cost. The previous overhead expense was 26%. This overhead cost reduction shows a savings to the City.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Funding for services provided by ACMS is included the Police-Other Professional & Technical Services account (10015110-70220). Stakeholders can locate this in the FY 2022 Budget Book titled "Budget Overview & General Fund" on page 232.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Jennifer Bielfeldt, Office Manager

Reviewed by:



Gregory A. Scott, Interim Chief of Police

8/16/2021



Chris Tomertlin, Budget Manager

8/16/2021



Jeffrey R. Jurgens, Corporation Counsel

8/18/2021



Tara Henry, Legislative Assistant & Records Manager

8/18/2021

Attachments:

- POL 1B Contract 2021-2022
- POL 1C Certificate of Insurance 1
- POL 1D Certificate of Insurance 2
- POL 1E Bloomington 2021.2022 Pricing Ltr. (1)



AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the "Agreement") is dated August __, 2021 and is between the CITY OF BLOOMINGTON (hereinafter called the "City") and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a period which commences on no later than August 19, 2021 and ends on June 30, 2022 and for such term thereafter as the parties may agree upon by written amendment to this contract. Service shall begin on a best availability basis until such a time as Contractor has hired, trained and deployed Crossing Guards to all sites requested by the City. City agrees to provide site locations for Contractor to then assign and deploy Crossing Guards. Contractor shall assume liability for only those sites agreed to by both Contractor and the City by written amendment stating effective date of assignment.
2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a "Crossing Guard". Contractor will perform criminal background checks confirm employment eligibility through and E-Verify on all prospective personnel. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.
3. The City's representative in dealing with the Contractor shall be designated by City of Bloomington.
4. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.
7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.

8. Crossing Guard Services (the "Services") shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under City's jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.
9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary.
10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the City a Certificate of Insurance naming the City and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the City.
11. Contractor agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a "Claim" and collectively, the "Claims") that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
 - b) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
 - c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of City, liability will be apportioned between Contractor and the City based upon the parties' respective degrees of culpability, as determined by the court, and Contractor's duty to indemnify City will be limited accordingly.
 - d) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to City for Claims under this Agreement will be limited to the maximum combined

aggregate of Contractor's general liability and umbrella insurance policies in the amount of \$5,000,000 (Five Million Dollars).

12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.
13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the City and ACSD.
14. The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Twenty-one Dollars and Ninety-eight Cents (**\$21.98**) per hour, per Crossing Guard during the term.

Contractor shall bill a minimum of 2.5 hours per guard, per school day unless contractor fails to perform service. Should the need arise, City may request, and Contractor may provide services in excess of 2.5 hours per guard, per school day and in such instances each Crossing Guard shall be paid for actual hours worked and Contractor shall bill accordingly in increments of .25 hours above the 2.5 hour minimum per school day. Contractor shall offer an attendance bonus for each Crossing Guard of \$400.00 per semester of perfect attendance. A \$300.00 bonus per semester for two (2) or less missed days will also be offered. Contractor shall bill City for each bonus paid out included associated overhead costs of 22%.

It is understood and agreed that the cost for providing Four Thousand, Five Hundred (4,500) hours or service shall not exceed Ninety-eight Thousand, Nine Hundred and Ten Dollars (\$98,910.00) for the 2021/2022 school year.

15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.
16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide City with 60 days-notice of its request to increase pricing. City agrees to review and respond to said notice within 30 days of receipt.
17. The City shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.
18. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or

contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

City

CONTRACTOR

City of Bloomington

All City Management Services, Inc.

By _____
Signature

By _____
D. Farwell, Corporate Secretary

Print Name and Title

Date _____

Date _____

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/30/2021

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

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

PRODUCER Marsh & McLennan Agency LLC Marsh & McLennan Ins. Agency LLC 350 S Grand Ave, Ste 3410 Los Angeles, CA 90071	<table border="1"> <tr> <td colspan="2">CONTACT NAME Nick Newell</td> </tr> <tr> <td>PHONE (A/C, No, Ext) 949 425 7312</td> <td>FAX (A/C, No)</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS nick.newell@marshmma.com</td> </tr> <tr> <td colspan="2">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A Landmark American Insurance Company</td> <td rowspan="5">NAIC #</td> </tr> <tr> <td>INSURER B Mercer Insurance Company</td> </tr> <tr> <td>INSURER C Berkshire Hathaway Homestate Ins Co</td> </tr> <tr> <td>INSURER D Lexington Insurance Company</td> </tr> <tr> <td>INSURER E</td> </tr> <tr> <td>INSURER F</td> <td></td> </tr> </table>	CONTACT NAME Nick Newell		PHONE (A/C, No, Ext) 949 425 7312	FAX (A/C, No)	E-MAIL ADDRESS nick.newell@marshmma.com		INSURER(S) AFFORDING COVERAGE		INSURER A Landmark American Insurance Company	NAIC #	INSURER B Mercer Insurance Company	INSURER C Berkshire Hathaway Homestate Ins Co	INSURER D Lexington Insurance Company	INSURER E	INSURER F	
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INSURER D Lexington Insurance Company																	
INSURER E																	
INSURER F																	
INSURED All City Management Services, Inc. 10440 Pioneer Blvd., Suite 5 Santa Fe Springs, CA 90670																	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY				08/01/2021	08/01/2022	EACH OCCURRENCE \$1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000
							MED EXP (Any one person) \$5,000
	GEN'L AGGREGATE L MIT APPL ES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:						PERSONAL & ADV NJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY						COMB NED S NGLE L MIT (Ea accident) \$
	☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BOD LY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY						BOD LY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB				08/01/2021	08/01/2022	EACH OCCURRENCE \$3,000,000
	☐ CLAIMS-MADE						AGGREGATE \$3,000,000
	DED RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				01/01/2021	01/01/2022	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCR PTION OF OPERATIONS below						E L EACH ACCIDENT \$1,000,000
							E L DISEASE - EA EMPLOYEE \$1,000,000
							E L DISEASE - POLICY LIMIT \$1,000,000
D	1st Excess Layer				08/01/2021	08/01/2022	\$1,000,000

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

Evidence of Coverage

CERTIFICATE HOLDER

CANCELLATION

City of Bloomington
109 E. Olive St.
Bloomington, IL 61701-0000

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/01/2021

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

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

PRODUCER CARL WINSTON 1451 W. ARTESIA # 10 GARDENA, CA. 90248	CONTACT NAME: CARL WINSTON	FAX (A/C, No): 310-808-9196	
	PHONE (A/C, No, Ext): [REDACTED]	E-MAIL ADDRESS: [REDACTED]	
INSURED ALL CITY MANAGEMENT SERVICES, INC 10440 PIONEER BLVD STE 5 SANTA FE SPRINGS, CA. 90670	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: State Farm Mutual Automobile Insurance Company		[REDACTED]
	INSURER B:		[REDACTED]
	INSURER C:		[REDACTED]
	INSURER D:		[REDACTED]
	INSURER E:		[REDACTED]
INSURER F:		[REDACTED]	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y Y	[REDACTED]	08/01/2021	08/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

CITY OF BLOOMINGTON 109 E OLIVE AVE BLOOMINGTON, IL 61701	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 [REDACTED] Completed by an authorized State Farm representative. If signature

© 1988-2015 ACORD CORPORATION. All rights reserved.

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
CITY OF BLOOMINGTON See Manuscript for Complete Names PRIMARY AND NON CONTRIBUTORY COVERAGE APPLIES	ONGOING OPERATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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. Additional insureds, the following additional exclusions apply:

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

B. With respect to the insurance afforded to these

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.

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:

Commercial Automobile Liability

**Named Insured: All City
Management Services, Inc.**

**Endorsement Effective Date:
08-01-2021**

SCHEDULE

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

CITY OF BLOOMINGTON

**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.



ALL CITY MANAGEMENT SERVICES

April 5, 2021

Timothy McCoy, Assistant Chief
City of Bloomington
305 S. East Street
Bloomington, IL 61702

Dear Assistant Chief,

It is once again the time of the year when many agencies are formulating their budgets for the coming fiscal year. Toward that end, please allow this letter to serve as confirmation of our interest in extending our agreement for Crossing Guard Services through the 2021-2022 fiscal year.

As a contract provider All City Management Services (ACMS) is keenly aware of the budgetary concerns faced by many of our clients. For the past two years we have experienced cost increases in most facets of our operations. Our goal this year is also to increase Crossing Guard wages. To accomplish this, we must request a price increase for the coming fiscal year.

To facilitate the calculation of the 2021-2022 annual cost of your Crossing Guard program we have developed and included with this letter a Client Worksheet. This Worksheet is our best estimation of the hours and cost of your program as it currently exists.

While we remain committed to providing a safe, cost-effective and professional School Crossing Guard Program we hope you will find this new pricing acceptable. If you have any questions or need additional information, please contact me at (800) 540-9290. Take care.

Sincerely,

Baron Farwell, General Manager

All City Management Services Inc.

Client Worksheet 2021- 2022

Department: 830101

Billing Rate for 2021/2022: \$21.98

City of Bloomington
305 S. East St
Bloomington, IL 61702

KEY:

Traditional Calendar:

For sites with no regularly scheduled early release days, use 180 regular days

For sites with one regularly scheduled early release day/week, use 144 regular days and 36 minimum days

Sites with traditional calendar:

		25		180		\$21.98	=	\$98,910.00
10	Site at 2.5 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

TOTAL PROJECTED HOURS

4500

TOTAL ANNUAL PROJECTED COST

\$98,910.00



CONSENT AGENDA ITEM NO. 7.D

FOR COUNCIL: August 23, 2021

SPONSOR: Human Resources Department and Fire Department

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION: The proposed Contract be approved.

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: Staff is recommending the approval of a contract with SiteMed to conduct required OSHA-mandated respirator and hazardous material evaluations and provide a wellness exam that meets the NFPA 1582 standard. This comprehensive approach combines proven life safety screenings and one-on-one personalized medical counseling with a medical group that understands the medical risks faced by the City's firefighters. Staff is requesting approval of a two-year contract. In both years of the contract, all sworn firefighters will have an annual evaluation which will include a medical component per NFPA 1582 in the amount of \$395 per firefighter. In year one of the contract, those Firefighters over the age of 50 will receive a Lung CT (\$200 each) and those over the age of 40 will receive a PSA or an Ovarian Cancer Screening (\$25 each). The additional cost in year one is \$3,625. In year two of the contract, those Firefighters over the age of 40 will receive a Prostate Specific Antigen or an Ovarian Cancer Screening (\$25) and all Firefighters will receive an abdomen scan (\$90). The additional cost in year two is \$9,175.

SiteMed is a physician-owned health care company specializing in NFPA 1582 Firefighter Medical Exams. The medical providers at SiteMed have over 50 years combined experience with NFPA 1582 and OSHA standards. The focus of SiteMed is on preventing disease and improving the firefighter's health and safety. In the event medical issues are discovered, SiteMed will coordinate with the firefighter and their personal physician to make sure the firefighter is safe to work. In addition, SiteMed provides year-round access to doctors familiar with the Fire Service and standards for medical consultations.

SiteMed will do on-site evaluations. This will minimize the time that employees are taken out of service for evaluations. SiteMed will develop a relationship with local providers for an

Oversight Program for new hires or missed appointments that happen outside of scheduled on-site visits.

SiteMed will provide confidential results and interpretations to the firefighter. A physician will evaluate all charts and issue clearance letters. SiteMed will provide a department summary report which will include relevant averages, ranges and annual comparison statistics.

Employment-related occupational health services are considered a unique professional service that does not lend itself to a biddable, formal solicitation process under the City Code. See Chapter 16, Section 49(c)(v). The City negotiated a two-year contract with SiteMed. This will be year three (3) of working with SiteMed and the services provided have been beneficial to the health of the City's firefighters. The continuation of this business relationship provides for continuity of care, reduction of injury and illness related absences, and valuable institutional knowledge and experience gained through working with the City's Fire Department.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Local 49.

FINANCIAL IMPACT: The NFPA 1582 Wellness Initiative is key to keeping firefighters healthy. By keeping employees healthy, staff anticipates preventing and or minimizing Worker Compensation claims and personal illness /injuries requiring the use of sick leave. Funds to cover the estimated \$50,000 in expenditures for FY 2022 are included in the Human Resources-Other Medical Expenses account (10011410-70210). Stakeholders can locate this in the FY 2022 Budget Book titled "Budget Overview & General Fund" on page 149. Human Resources will include \$50,000 for FY 2023 in the upcoming budget process.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Angie Brown, Assistant Human Resources Manager

Reviewed by:


Nicole Albertson, Director of Human Resources 8/10/2021


Chris Tomertin, Budget Manager 8/10/2021


Jeffrey R. Jurgens, Corporation Counsel 8/18/2021


Tara Henry, Legislative Assistant & Records Manager 8/18/2021

Attachments:

- HR 2B Bloomington Fire Department Renewal Physical Proposal



Fire Chief Eric West
Bloomington Fire Department
310 N Lee St. / P.O. Box 3157
Bloomington, IL 61702-3157

May 20, 2021

Please find the attached proposal for your Firefighter Medical Clearance Program. We have listed several key factors that differentiate us from other companies.

Detailed Executive Summary

SiteMed is a physician-owned health care company specializing in on-site NFPA 1582 firefighter medical exams. Our comprehensive approach combines proven lifesaving screenings with one-on-one personalized medical counseling.

Our medical providers have performed over 50,000 NFPA 1582 firefighter, HAZMAT, Police, EMS and fire brigade exams, and have over 50 years combined experience with NFPA 1582 and OSHA standards. SiteMed is an Equal Opportunity Employer and an E-Verify participant employer.

SiteMed uses state of the art equipment and trained experienced staff. Testing is done under NFPA, OSHA, NIOSH and CAOHK procedures. We value your firefighter's privacy and maintain medical confidentiality throughout the entire testing process.

The SiteMed Difference

We are a physician owned company.

Our physicians specialize in NFPA 1582 medical exams. They lecture and write articles on firefighter health and wellness on the local, state and national level. They have performed over 50,000 NFPA 1582 Firefighter, Fire Brigade, EMS and HAZMAT exams. They understand the inherent medical risks firefighters face and know that a comprehensive NFPA 1582 firefighter evaluation program is the key to keeping firefighters healthy and reducing your department's health care costs. What does this mean for you? Consistency, Reliability, & Dependability.

Other companies owned by non-physicians will often hire temporary outside doctors who may not have experience with firefighter physicals. We specialize in Occupational Medicine and firefighter exams; this is what we do all day every day. Let us put our experience to work for you.

Our examination meets and can exceed the NFPA 1582 standard.

Other companies and clinics usually only perform portions of an NFPA 1582 exam or perform just an OSHA 1910.156 exam that does not meet the requirements for NFPA 1582. OSHA 1910.156 is commonly referred to as the Fire Brigade Standard and is meant for companies that have Fire Brigades manned by their employees, not for Fire Departments.

The SiteMed NFPA 1582 medical exam program meets and with optional specialized testing, can exceed all aspects of the NFPA 1582 standard. We work with hundreds of departments, and our program has been effective for large 1000+ member departments as well as small volunteer departments.

ON-SITE FIREFIGHTER PHYSICALS



We come on-site to you.

We realize yearly exams can be a daunting process. By coming on-site, we are able to perform up to 25-50 exams per day and can usually perform all your physical exams in a short time period. We perform 4-8 exams per hour, which greatly helps minimize time away from work. Typically, all we need is a conference room and office to perform all of our testing. There is no need to sit and wait at an urgent care, local clinic or hospital, which puts firefighters and trucks out of service for hours at a time. This saves your department time, money and minimizes hassles related to annual physical exams.

We focus on prevention.

The purpose of a good wellness program is to enhance the health of your firefighters. It is not a punitive process. Anyone can issue a clearance letter, but our focus is on preventing disease and improving firefighter health and safety. This starts with a complete NFPA 1582 physical exam and our one-on-one counseling.

We manage medical problems.

If medical issues are discovered, we coordinate with the firefighter and their personal physician to make sure your employee is safe to perform The 14 Essential Job Tasks. We can usually keep your firefighters working during this process until the issue is resolved. We are available 365 days a year to help you manage and mitigate medical issues.

We care about your health.

As a physician owned company, we will customize your physical program to reflect your specific needs. This means that we can include extras not offered by other companies such as cardiac CT scanning, advanced genetic testing for heart disease and advanced cancer screenings.

We use a unique two-phase process.

We come on-site to collect labs several weeks prior to testing. That way when our providers meet with your firefighter's they have all the information in front of them including labs and medical history, just like when they see their primary care physician. This means that during their individual one-on-one counseling session; we can make health recommendations individualized to each person at the time of the consultation.

Year-round access.

What happens after the testing when you have a medical question? With SiteMed, you have year-round access to our Fire Department Doctors for medical consultations. There is no extra charge for this service; it is part of our commitment to your department.

New Hire and Make up Exams.

Although SiteMed is based on the east coast, we have developed a national network of local providers close to your fire department where you can send your firefighters for testing. Your firefighter will complete the components of the medical exam at the local provider location and our SiteMed Fire Department Physicians will review and provide an NFPA 1582 medical clearance. Your firefighter will still have the opportunity to discuss their medical results with our SiteMed Physicians. This Oversight Program is used for physicals like new hires and missed appointments that need to happen outside of your scheduled on-site days.

These are just a few of the benefits we can offer your department. Once you have had a chance to review our proposal, please feel free to contact me with any questions you may have. Thanks for giving us the opportunity to bid on this proposal. We look forward to working with you in the near future.

ON-SITE FIREFIGHTER PHYSICALS



Firefighter Program meets OSHA 29 CFR 1910.95, 1910.134, 1910.120, 1910.1030, NFPA 1582

A. Medical Component per NFPA 1582 Chapters 6 & 7

- Comprehensive Medical History – All necessary forms will be provided.
 - Medical Examination - *Comprehensive physical exam includes head, eyes, ears, nose, throat, neck, heart, lungs, gastrointestinal, genitourinary, lymph nodes, musculoskeletal, skin, neurological and hernia check. Screens for Skin, Thyroid, and Testicular Cancers.*
 - Vitals – Height, Weight and Blood Pressure
 - Body Composition – Bio Impedance Analysis (BIA)
 - Vision – Snellen (distance) screening
 - Lab Analysis – Chemistry Screen, CBC, Lipid Panel, Thyroid and Urinalysis. Details on page 4.
 - Hearing Test –audiogram using our Benson audiometers
 - Pulmonary Function Testing (PFT)
 - EKG – 12-lead resting electrocardiogram
-

B. SiteMed Value-Added Standard Components

- One-on-one consultation with licensed medical provider. Medical provider may be a physician, physician's assistant or nurse practitioner.
- Confidential copy of results and interpretations provided to each firefighter.
- A physician evaluates all charts and issues the clearance letters which will be provided within 5 days of the physical examination if there are no medical issues requiring follow up.
- Department Summary Report including relevant averages, ranges, and annual comparison statistics.
- Option to add additional laboratory / Studies. Details on ultrasound and additional services pages.

ON-SITE FIREFIGHTER PHYSICALS



SiteMed Lab Analysis

Chemistry Screen (Screens for Liver Cancer & Biliary Cancer)

Glucose	Total Protein
Sodium	Albumin
Potassium	Globulin
Chloride	Albumin/Globulin Ratio
Blood Urea Nitrogen	Total Bilirubin
eGFR	
Creatinine	Alkaline Phosphatase
BUN/Creatinine ratio	Gamma-GT
Uric Acid	AST (SGOT)
Inorganic Phosphorus	ALT (SGPT)
Calcium	LDH
Iron	

Lipids:

Triglycerides
Cholesterol, Total
HDL-High Density Lipoprotein Cholesterol
LDL-Low Density Lipoprotein Cholesterol
VLDL-Very Low Density Lipoprotein Cholesterol
Cholesterol / HDL-Cholesterol
Estimated Coronary Heart Disease Risk

Urinalysis (sent out to lab, not dipstick) (Screens for Bladder & Kidney Cancers)

Color	Ketones
Appearance	Occult blood
Specific gravity	Leukocyte esterase
pH	Nitrite
Protein	Bilirubin
Glucose	Urobilinogen
Microscopic examination of urine sediment	

Thyroid (Screens for Thyroid Cancer)

Thyroid-stimulating Hormone (TSH)

Complete Blood Count (CBC) (Screens for Lymphoma & Leukemia)

White Blood Count (WBC)	
Red Blood Count (RBC)	Hemoglobin
Hematocrit	Mean Corpuscular Volume (MCV)
Platelets	Mean Corpuscular Hemoglobin (MCH)
RDW	Mean Corpuscular Hemoglobin Concentration (MCHC)

ON-SITE FIREFIGHTER PHYSICALS



Additional Services

These fees are in addition to the above basic program cost. If you would like to offer your firefighters additional services *at their expense*, please have them visit our website at www.sitemedfire.com during *phase I* and click on the "store" tab in the navigation menu for more information.

Ultrasound (Thyroid, Abdomen, Pelvic/Testicular, Abdominal Aneurysm, Carotid, Cardiac Echo) 6 individual US listed	\$90 per US/per person
Chest X-Ray	\$110 per US/per person
Cumulative Stress Assessment	\$110 per person
Front line Behavioral Health Assessment	\$20 per person
DOT Medical Cards - not available in all locations	\$50 per person
Tuberculosis Skin Screening (minimum number required)	\$35 per person
Hepatitis B Antibody Screening (Blood Test)	\$25 per person
Hepatitis C Screening (Blood Test)	\$27 per person
Varicella Antibody Screening (Blood Test)	\$27 per person
Measles, Mumps, Rubella Screening (Blood Test)	\$55 per person
Hepatitis A Vaccine – 2-dose series	\$75 per vaccine
Hepatitis B Vaccine – 3-dose series	\$95 per vaccine
Tetanus/Diphtheria/Pertussis Vaccination	\$85 per vaccine
Measles, Mumps, Rubella Vaccine	\$65 per vaccine
Varicella Vaccine	\$85 per vaccine
Influenza Vaccine – requires pre-booking	\$150 per vaccine
Blood typing (ABO grouping & Rho-D)	\$35 per vaccine
HIV Screening (Blood Test)	\$17 per person
CRP (C-Reactive Protein) - Marker of inflammation & possible cancer	\$25 per person
Hemoglobin A1C – Diabetes screen	\$15 per person
Cholinesterase, RBC – blood test (Haz-Mat teams)	\$40 per person
Heavy Metals Blood Panel (Haz-Mat teams: Arsenic, Mercury, Cadmium & Lead)	\$42 per person
Blood and Urine Collection at LabCorp Facility	\$150 per person
Testing for 40 years old and over:	\$20 per person
NMR Particle Test Determines the # of High & Low Chol Particles	\$45 per person
Coronary Calcium Scoring* not available at all locations Used to detect hidden heart disease	\$160 per person
Fecal Occult Blood Screening - Screens for Colon & Rectal Cancers	\$18 per person
Ovarian Cancer Screening (CA-125) – female	\$30 per person
PSA screening – males; screens for Prostate cancer	\$25 per person

ON-SITE FIREFIGHTER PHYSICALS



AGREEMENT

The firefighter physical program includes the services listed on pages 3 & 4, technician(s) and medical provider.

Phase 1 (blood draw) days 3 consecutive days up to 4 hours each day
Phase 2 (Testing) days 4 consecutive days up to 8 hours each day

- ☐ Medical Component
☒ Medical and Fitness Component

Minimum* number of exams 95 @ \$395 each = \$37,525

Optional Services:

Year 1

PSA/CA-125 (40+y/o) _____ # 25__ @ \$25__ each = \$625_____

Lung CT Scan (50+y/o) _____ # 15*__ @ \$200__ each = \$3,000_____

TOTAL Year 1 **= \$41,150**

Year 2

PSA/CA-125 (40+y/o) _____ # 25__ @ \$25__ each = \$625_____

Abdomen US _____ # 95__ @ \$90__ each = \$8,550_____

TOTAL **= \$46,700**

Bloodwork will be drawn in the morning approximately 3-4 weeks prior to testing. Statistics will be submitted in a timely manner following last day of testing.

Additional fees of \$20 per person will apply for labs collected at LabCorp facility due to missed appointments or absenteeism during Phase I.

*Lung Scans will only be billed for the number of tests completed.

Program will be broken down as follows:

Phase 1: Laboratory specimen collection at your facility 3-4 weeks prior to Phase 2

Phase 2: All other services including physical exam

Scheduling of services is as follows: To be determined

Billing of services is as follows: **25% to be invoiced after Phase 1 is completed**

75% to be invoiced after Phase 2 is completed

ON-SITE FIREFIGHTER PHYSICALS



AGREEMENT

This agreement made and entered this **date** _____ **of** _____, **2021** between **SiteMed** and **Bloomington Fire Department**. This agreement shall exist for an initial period of two (2) years with annual scheduling on the below listed date for the above listed services and will automatically renew for successive scheduling annually thereafter unless otherwise notified by either party 60 days prior to scheduled testing.

Any cancellations made less than 30 days prior to scheduled dates will incur charges of 50% of the Minimum Charge for time scheduled if not rescheduled for a later date. Cancellations made more than 30 days prior to scheduled dates will incur charges of 25% of the Minimum Charge if not rescheduled for a later date. Rescheduling of services will not incur cancellation fee. The above listed pricing will only be guaranteed for the initial period of two (2) years and only while above listed volume of testing remains the same or greater. Invoices are "Due upon Receipt". Increase in employee numbers may require additional testing dates.

We, the undersigned, duly authorized representatives of the above parties do hereby agree to the statement and conditions outlined above.

Bloomington Fire Department – Representative

Date

[Redacted Signature]

8/18/21

SiteMed – Representative

Date

The information contained in this proposal is confidential information intended only for the use of the individual or entity named above. If the reader of this proposal is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this proposal in error, please immediately notify. Thank you.

ON-SITE FIREFIGHTER PHYSICALS



REFERENCES:

The following is a list of some of our most recent public safety jobs. I encourage you to contact our clients listed to discuss the key differences in our services vs. our competitors.

- **Mountain Brook Fire Department (AL)** – Chief David Kennedy – 205-802-3833
kennedyd@mtnbrook.org
- **Estero Fire Department (FL)** – Division Chief Todd Coulter – 239-390- 8000
coulter@esterofire.org
- **Atlanta Fire Rescue Department (GA)** – Health Officer David Mayfield – 404-546-1032
dmayfield@atlanta.gov
- **Marietta Fire Department (GA)** – Commander Robert Moss– 770-794-5460
rmoss@mariettaga.gov
- **City of Smyrna (GA)**– Chief Roy Acree - 770-434- 6667
racree@ci.smyrna.ga.us
- **Cartersville Fire Department (GA)** – Chief Scott Carter - 770-387- 5635
scarter@cityofcartersville.org
- **Idaho Falls Fire Department (ID)** – Chief of EMS Eric Day – 208-612-8495
eday@idahofallsidaho.gov
- **Peoria Fire Department (IL)** – Fire Chief Anthony Adris – 309-494-8731
aardis@peoriagov.org
- **Jefferson City Fire Department (MO)** – Division Chief of Training, Jerry Blomberg – 573-634-6403
jblomberg@jeffcitymo.org
- **Central Jackson County FPD (MO)** – Assistant Chief Sam Persell – 816-797-9197
spersell@cjcfd.org
- **Wake County Fire (NC)** – Deputy Director Darrell Alford – 919-856-6487
darrell.alford@wakegov.com
- **City of Fayetteville (NC)** – Assistant Fire Chief Kevin Dove – 910-433- 1429
kdove@ci.fay.nc.us

ON-SITE FIREFIGHTER PHYSICALS



CONSENT AGENDA ITEM NO. 7.E

FOR COUNCIL: August 23, 2021

SPONSOR: Human Resources Department

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION: The proposed Agreement be renewed, Administration be transferred, and Authorization be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

-Objective 1e. Partnering with others for the most cost-effective service delivery

BACKGROUND: Human Resources recommends the re-purchase and agreement for services provided by Jellyvision to ensure that City employees best understand benefit plan options available to them. This partnership began in late 2018 and as a result of implementing the ALEX tool, the City has experienced continued enrollment growth in the PPO with Health Savings Account (HSA) option available to employees. This benefit is unique, in that employee-specific factors need to be considered in determining if the benefit is favorable for enrollment. It is anticipated this growth into the plan will continue in 2022, as the Fire Department will soon have access to this medical plan option.

The ALEX benefits decision support tool is unique to the market, in that it combines benefits expertise, enrollment recommendations and employee education in one easy-to-use tool, all while customizing the user experience. This is key for clients with numerous employee groups with varied benefits eligibility, similar to the City of Bloomington. The product is used not only during open enrollment but also year-around by newly hired employees, to better familiarize them with the City of Bloomington's benefit offerings. The City has an existing agreement with Gallagher for insurance brokerage services. Jellyvision is a preferred vendor with Gallagher, which allows the City to benefit in reduced annual fees for the 2022 Alex administration. The first-year fees will be \$46,939. Preferred pricing has also been provided for the 2023 and 2024 calendar years.

Also in 2022, Jellyvision will offer Flex Card/HSA administration through HSA Bank. Jellyvision has agreed to reduce the cost of ALEX and provide the City with Flex Card/HSA administrative rates that are twenty percent (20%) lower than what the City of

Bloomington's current vendor charges for the next three years. Total savings realized will be approximately \$15,500 over the three-year period. Reduced monthly Flex Card/HSA administrative rates will be used to calculate monthly invoices from HSA Bank, which will be provided to the City of Bloomington as of January 2022 forward.

This represents a critical need for the City, and one that Jellyvision is best fit to provide for the City at a reduced cost. Gallagher will pay Jellyvision and the City will reimburse Gallagher for the annual fees paid on behalf of the City. Funds for 2022 were budgeted in the City insurance fund.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, \$46,939 will be paid out of the Employee Insurance Miscellaneous-Other Professional & Technical Services account (60200290-70220) to Gallagher Benefits once work by Jellyvision is complete. Stakeholders can locate this in the FY 2022 Budget Book titled "Other Funds & Capital Improvement" on page 196. Human Resources will budget annually for the FY 2023 & FY 2024 amounts in the future year budgets.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Josh Hansen, Compensation & Benefits Manager

Reviewed by:


Nicole Albertson, Director of Human Resources

8/16/2021


Chris Tomertlin, Budget Manager

8/17/2021


Jeffrey R. Durgens, Corporation Counsel

8/18/2021


Tara Henry, Legislative Assistant & Records Manager

8/19/2021

Attachments:

- HR 1B LSJF Gallagher Benefit Services - Jellyvision-ALEX-Flex & HSA Administration
- HR 1C WO003_City of Bloomington_Premier 2021,2022,2023_UPDATED07222021

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A and B)

SECTION A – LIMITED SOURCE PURCHASE:

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

Vendor Name & #: <i>GALLAGHER BENEFIT SERVICES - #1900</i>	Amount: <i>\$146,978</i>	Date: <i>8/2/21</i>
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Description of item/service: City of Bloomington – Jellyvision
ALEX Benefits Enrollment/Education Tool Renewal & Flex Account/HSA Administration

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

While other companies can provide employee benefits cost estimation & education tools, none can compete with Jellyvision's ALEX tool. Their unique approach combines benefits recommendation & education abilities in one easy-to-use platform that is readily (and virtually) understood by its users. Healthcare & retirement information is included within the ALEX tool – providing a comprehensive, customized user experience. The product is used not only during Open Enrollment but also year-around by newly hired employees, to better familiarize them with the City of Bloomington's benefit offering. The City has experienced great results after having implemented the ALEX tool 3 years ago and would like to build upon the partnership established with Jellyvision.

Jellyvision also now offers Flex Card/HSA administration through HSA Bank – and has agreed to cut the cost of ALEX and give us Flex Card/HSA administrative rates that are 20% lower than what the City of Bloomington's current vendor charges, for the next 3 years. Total savings realized will be about \$15,500 over the 3-year period.

Since Jellyvision is a preferred vendor of Gallagher's via the City's existing business agreement, annual fees for 2022 ALEX administration have been further reduced to \$46,939. Preferred pricing has also been provided for the 2023 & 2024 calendar years. This represents a critical need for the City, and one that only Jellyvision can provide. Monthly Flex Card/HSA administrative rates are also provided below – those costs will be used to calculate monthly invoices from HSA Bank, which will be provided to the City of Bloomington as of January 2022 forward.

FEES PER ACCOUNT, PER MONTH (PAPM)	FEE
HSA MAINTENANCE FEES*	
HSA**	\$2.00
FSA	\$3.25
LFSA	\$1.50
DCFSA	\$1.50

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



Nicole Albertson
(Name and Signature of Department Head)

8/2/21
Date

SECTION C - TO BE COMPLETED BY PROCUREMENT OFFICE:

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

Do not concur for the following reason(s):



Name and Signature of Purchasing Agent or Designee

8/16/2021

Date

Don't explain why you want to use this vendor/product - explain what makes this vendor/product unique to the application.

Evaluate your narrative and make sure the following "tests" are contained in it:

- **Sole Source:** Only one sole vendor exists. If there is truly one vendor than the transaction being considered is non-biddable and a bid exemption can be granted. This rarely occurs. A signed letter from the vendor must be obtained and Procurement must verify.
- **Limited Source:** A much more common exemption may be granted if a good or service provided by a specialized supplier, meets or exceeds the City's specifications, or for improved public service or long term operational needs of the City based on security, patents, copyrights, critical need for responsiveness, proximity, Federal, State or other regulations, necessary replacement parts and/or compatibility, and warranty.

Good examples:

- **IS** - uses Dell computers and Cisco phone systems and has invested years of money and training into these purchases and therefore creates a limited source for operational reasons.
- **BFD** - uses certain turnout gear and self-contained breathing apparatus (SCBA) for firefighters, where consistency in equipment provides efficiencies in training and increased employee and public safety.
- **Water** - uses Neptune water meters and related appurtenances & software

Failure to adequately address required justifications will be cause for rejection of the Limited Source Justification request.

Valid for one year after the date of the signature of the Procurement Manager.



ORDER #003

Truly, it gives The Jellyvision Lab, Inc. ("Jellyvision") joy and we are proud to have Customer (as defined below) as a subscriber on the ALEX® platform ("ALEX" or "Software") under the Agreement (as defined below). This Order under that Agreement, including the Standard Order Terms and Conditions attached hereto, is effective as of the date last signed below (the "Effective Date").

RESELLER: Gallagher Benefits Services, Inc.

CUSTOMER: City of Bloomington, IL

AGREEMENT: ALEX Reseller Agreement dated as of 07/31/2018

ALEX APPLICABLE DATES:

"Sign-By Date": 08/20/2021

"Launch Date": 10/01/2021

"Expiration Date": 09/30/2024

HSA APPLICABLE DATES:

"Sign-By Date": 08/20/2021

"Launch Date": 01/01/2022

"Expiration Date": 12/31/2024

SOFTWARE SUBSCRIPTION AND TOTAL FEE:

The Total Fee is based on 632 benefits-eligible employees.

SOFTWARE SUBSCRIPTION	FEE
ALEX Premier Year 1	\$46,939
ALEX Premier Year 2	\$49,285
ALEX Premier Year 3	\$50,754
ALEX HSA	See table below
TOTAL FEE	\$146,978

FEES PER ACCOUNT, PER MONTH (PAPM)	FEE
HSA MAINTENANCE FEES*	
HSA**	\$2.00
FSA	\$3.25
LFSA	\$1.50
DCFSA	\$1.50
Commuter	\$1.50
COBRA	\$0.60

* All other HSA-related fees (e.g. testing, reporting, statements, etc.) are between Customer and HSA Bank.

** Maintenance Fees are per account, per month and will be invoiced monthly. Maintenance Fees are waived for account balances over \$5,000.

INCLUDED FEATURES:

- ☒ ALEX Chat
- ☒ ALEX Go
- ☒ ALEX ID
- ☒ Retirement Decision Support

FEES:

\$46,939 will be invoiced upon execution of this Order, \$49,285 will be invoiced on 03/15/2022, and \$50,754 will be invoiced on 03/15/2023. All invoices will be subject to the payment terms of the Agreement.

URLS: Users will access:

- ALEX via a URL determined by Jellyvision, with the following format: <https://www.myalex.com/bloomingtonil>
- ALEX HSA via <https://alexhsa.com>

Customer Decision Maker: The Customer Decision Maker is identified as Tim Gleason.

Our signatures below mean we both agree to what is in this Order. Jellyvision is truly grateful that Customer is a part of the ALEX family.

Gallagher Benefits Services, Inc. on behalf of City of Bloomington, IL

The Jellyvision Lab, Inc.

Signature: _____

Signature: _____

Name (Print): _____

Name (Print): _____

Title: _____

Title: _____

Date: _____

Date: _____

STANDARD ORDER TERMS AND CONDITIONS

1. SUBSCRIPTION TERM:

Customer's subscription to ALEX continues in full force and effect until the Expiration Date (the "Subscription Term").

2. SIGN-BY DATE:

The pricing for this Order is valid through the Sign-By Date. Customer execution after the Sign-By Date may be subject to additional fees.

3. ALEX LAUNCH:

Based on the Sign-By Date, Jellyvision will launch ALEX on the Launch Date ("ALEX Launch"). The ALEX Launch will include the features Customer selects prior to implementation kick-off. A detailed implementation schedule with due dates for both Jellyvision and Customer deliverables will be provided as a separate document during implementation.

4. EXHIBITS:

Customizations (if any) and Workarounds (if any) are listed in Exhibit 1.

Product and technical specifications are available at <https://www.jellyvision.com/specifications>. To view this page, use the password "benefits4ever". Jellyvision may update these specifications from time to time, so long as such updates do not materially degrade ALEX.

5. ADDITIONAL TERMS FOR ALEX:

Plan Analysis and Compatibility...

- Customer's plans presented in ALEX for the prior Subscription Term are compatible with ALEX (the "Existing Plans"). Customer represents that its plans to be presented in ALEX are not materially different from the Existing Plans; recognizing that, if this assumption is incorrect or if additional plans are introduced at a later date, the fees, milestones, and other terms herein will change commensurate with the additional work Jellyvision must undertake related to such incorrect assumption. So what changes would be materially different? Any change to Customer's plans outside of standard plan design elements (e.g., coverage levels, deductibles, or out of pocket maximums).

ALEX URLs...

- A fee will apply if Customer requests a different URL after the start of implementation.

ALEX ID...

- ALEX ID remembers your people, creating a streamlined, personalized experience during onboarding, open enrollment and beyond.
- An ALEX ID is created when employees access ALEX through SSO or submit their email address to ALEX. Jellyvision collects and stores their name (optional), email, phone number (optional) and password. If SSO is enabled or a social login (such as Google Sign-On) is used Jellyvision does not store their password.
- We'll also store information generated from their interactions with the ALEX platform in order to provide intelligent recommendations via email, text or in-platform notifications.

ALEX HSA...

- The ALEX with HSA product provides educational content, personalized guidance for users based on their account activity, personalized account balances via APIs from HSA Bank, and SSO deep links between ALEX and HSA Bank to take users over to the HSA Bank and Jellyvision joint administration portal. Jellyvision does not control or manage any services related to money movement, claims processing, or enrollment processes.
- As a matter of clarity, launch of ALEX on HSA is contingent on Customer and HSA Bank mutually executing the HSA Bank Services Agreement.

ALEX Implementation Releases...

- As applicable based on Customer's subscribed-to ALEX products, the following governs the applicable number of releases:
 - ALEX Benefits Counselor includes up to 4 Releases for implementation.
 - Benefits Sneak Peek includes 1 Release for implementation.
 - New Hire Sneak Peek includes 1 Release for implementation.
- Jellyvision utilizes the release process for Customer review and approval of ALEX prior to launch, as follows: a "Release" is a draft of the Software that Jellyvision presents to Customer via a testing URL, along with documentation verifying the data that Jellyvision entered into the back-end system used to build ALEX. Customer provides feedback on each Release, including any corrections or revisions, typically within 3-4 business days after Jellyvision provides each Release, then final approval for the ALEX launch, as specified in the implementation schedule.
- Customer shall pay \$5,000 ("Additional Customer Release Fee") for each release delivered in excess of those set forth above on a per feature basis, or delivered by Jellyvision as a "rush release" outside the implementation schedule. If Customer misses the applicable sign-by date or is late on feedback or approvals, it may lead to a delay in the applicable launch date, or may require Jellyvision to perform a "rush release" in order to meet the applicable launch date, which will also be subject to the Additional Customer Release Fee.

General...

- The subscription(s) and the associated fees are:
 - Only for the items listed above. If additional Software needs to be added at a later date or modifications are requested, the fees will change as documented in a Change Order; and
 - Dependent on the benefits-eligible employee population specified above. Any fluctuation of 5% or more will result in a change to the fees.
- The launch date and implementation schedule for future years of the Subscription Term will be determined by mutual agreement of Jellyvision and Customer.
- The URL(s) for ALEX for future years will be determined by Jellyvision and approved by Customer.
- A single individual at Reseller or Customer must be designated as the ultimate decision maker for anything related to this Order ("Customer Decision Maker"), and this Customer Decision Maker must be present in all communications with Jellyvision.
- "Extreme Delay Fee" – Delays in providing materials, feedback, and/or approvals from Customer (or related designees) which extend the implementation schedule beyond the specified number of days plus an additional fifteen (15) day buffer shall entail a surcharge of 30% of the Total Fee for ALEX.

EXHIBIT 1

CUSTOMIZATIONS & WORKAROUNDS

CUSTOMIZATIONS

- No customizations.

WORKAROUNDS

- Relevant workarounds delivered as part of prior year subscriptions will be carried over from Customer's existing ALEX. The spirit of the workarounds will be preserved, but execution of the workarounds may vary depending on how the specific edits apply to ALEX.

These workarounds will be applied to ALEX each year during the Subscription Term.

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (the "Addendum") to the Parties' (as defined below) agreement related to subscription of ALEX software (the "Agreement") is entered into as of the date last signed below (the "Addendum Effective Date") by and between The Jellyvision Lab, Inc. ("Jellyvision") and Gallagher Benefits Services, Inc. on behalf of City of Bloomington, IL ("Customer") (each a "Party" and collectively the "Parties"). This Addendum is subject to the terms and conditions of the Agreement, unless otherwise explicitly specified in this Addendum.

The Parties hereby agree as follows:

1. Applicability and Definitions.

- 1.1. General. In accordance with the Privacy, Security, Breach Notification, and Enforcement regulations at 45 C.F.R. Parts 160 and 164, including its subparts, and the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act") (collectively, the "HIPAA Rules"), Customer (or its users) will provide Jellyvision with access to, or have Jellyvision create, maintain, transmit and/or receive certain Protected Health Information ("PHI"), requiring this Addendum to describe the Parties' obligations under the HIPAA Rules.
- 1.2. Definitions. Capitalized terms used in this Addendum and not defined herein will have the meanings given to them in the HIPAA Rules or the Agreement.

2. Obligations of Jellyvision.

- 2.1. Use and Disclosure. Jellyvision shall only use or disclose PHI as permitted or required by the Agreement, this Addendum, an Order between the Parties, or as required by law, including to report a violation of law to appropriate Federal and State authorities.
- 2.2. Safeguards. Jellyvision shall use reasonable and appropriate safeguards to prevent Use or Disclosure of PHI other than as provided for by the Agreement or this Addendum, and, with respect to Electronic PHI, shall comply with the Security Rule at Subpart C of 45 CFR Part 164;
- 2.3. Reporting. Jellyvision shall without unreasonable delay, no more than 60 days from the date of discovery, report to Customer any use or disclosure of PHI not provided for by the Agreement or this Addendum of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware.
- 2.4. Efforts to Mitigate. Jellyvision shall use commercially reasonable efforts to mitigate any harmful effect known to Jellyvision resulting from Use or Disclosure of PHI Jellyvision in violation of this Addendum or the HIPAA Rules.
- 2.5. Subcontractors. Jellyvision shall, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Jellyvision are bound to restrictions and conditions at least as restrictive as those found in this Addendum.
- 2.6. Customer's Access to PHI. Jellyvision shall make PHI in a designated record set available to Customer as necessary to satisfy Customer's obligations under 45 CFR 164.524;
- 2.7. Amendments to PHI. Jellyvision shall a) make PHI in a designated record set available to Customer for amendment or b) incorporate any amendments to PHI as directed or agreed to by Customer, as may reasonably be requested by Customer pursuant to 45 CFR 164.526;
- 2.8. Accounting of Disclosures. Jellyvision shall, to the extent such information is available to Jellyvision, maintain and make available the information required to provide an accounting of disclosures to Customer as necessary to satisfy Customers' obligations under 45 CFR 164.528.
- 2.9. Customer Obligations. To the extent the Jellyvision is to carry out one or more of Customer's obligation(s) under Subpart E of 45 CFR Part 164, Jellyvision will comply with the requirements of Subpart E that apply to the covered entity in the

performance of such obligation(s).

- 2.10. Availability of Records. Jellyvision shall make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services ("HHS") for purposes of determining compliance with the HIPAA Rules. Nothing in this section will waive any applicable privilege or protection, including with respect to trade secrets and confidential commercial information.
- 2.11. Data Aggregation Services. Jellyvision may use PHI to provide data aggregation services to Customer as permitted by 45 C.F.R. 164.504(e)(2)(i)(B).

3. Obligations of Customer

3.1 Provisions for Customer to Inform Jellyvision of Privacy Practices and Restrictions.

3.1.1 Customer shall notify Jellyvision of any limitation(s) in Customer's notice of privacy practices that Customer produces in accordance with 45 C.F.R. 164.520 (as well as any changes to that notice), to the extent that such limitation(s) may affect Jellyvision's Use or Disclosure of PHI.

3.1.2 Customer shall provide Jellyvision with any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes affect Jellyvision's Use or Disclosure of PHI.

3.1.3 Customer shall notify Jellyvision of any restriction to the use or disclosure of PHI that Customer has agreed to in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect Jellyvision's use or disclosure of PHI.

- 3.2 Permissible Requests by Covered Entity. Except as may be set forth in this Addendum, Customer shall not request Jellyvision to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Customer.

4. Term and Termination.

- 4.1. Term. This Addendum is effective from the Addendum Effective Date until the termination of the Agreement and the final active Order thereunder.
- 4.2. Termination for Cause. If either Party determines that the other Party has breached a material term of this Addendum, and if the breaching Party fails to cure such violation within thirty (30) days, the non-breaching Party may immediately terminate the Agreement, any active Order, and this Addendum.
- 4.3. Effect of Termination. At termination of this Addendum, Jellyvision will, to the fullest extent possible, return or destroy all PHI and retain no copies of such PHI. However, due to the manner in which PHI is retained and the retention requirements under law, returning or destroying all of the PHI received from Customer may not be possible. Therefore, Jellyvision shall, for as long as it is required to carry out its legal responsibilities, extend the protections of this Addendum to any retained PHI and limit further use and disclosure to those purposes that make return or destruction impossible.

5. Miscellaneous

- 5.1. Regulatory References. A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended.
- 5.2. Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of Protected Health Information or the safeguarding of Electronic Protected Health Information, or the publication of any decision of a court of the United States or any state relating to any such law or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either Party may, by written notice to the other Party, amend the Agreement in such manner as such Party determines necessary to comply with such law or regulation. If the other Party disagrees with such amendment, it shall so notify the first Party in writing within thirty (30) days of the notice. If the Parties are unable to agree on an amendment within thirty (30) days thereafter, then either of the Parties may terminate the Agreement on thirty (30) days written notice to the other Party.
- 5.3. Survival. Certain provisions of this Addendum, according to its terms, shall survive the termination of the term of this

Addendum.

- 5.4. No Third-Party Rights. Nothing expressed or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- 5.5. Governing Law. This Addendum shall be governed by and construed in accordance with the laws of the state set forth in the Agreement.

Our signatures below mean the Parties both agree to what is in this Addendum.

**Gallagher Benefits Services, Inc. on behalf of City
of Bloomington, IL**

Signature: _____

Name (Print): _____

Title: _____

Date: _____

The Jellyvision Lab, Inc.

Signature: _____

Name (Print): _____

Title: _____

Date: _____



CONSENT AGENDA ITEM NO. 7.F

FOR COUNCIL: August 23, 2021

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION: The proposed Agreement be approved.

STRATEGIC PLAN LINK:

- Goal 5. Great Place - Livable, Sustainable City
- Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5e. More attractive city: commercial areas and neighborhoods
- Objective 5a. Well-planned City with necessary services and infrastructure
- Objective 1d. City services delivered in the most cost-effective, efficient manner

BACKGROUND: Public Works is recommending the approval of an Agreement with McLean County Asphalt for the City Parking Lots Project (Bid #2022-07), in the amount of \$281,113.09.

The Public Works Department prepared the City Parking Lots Project proposal package and advertised the project for competitive bids. Bids for this contract were received until 10:00 AM, July 31, 2021, in the Office of the City Clerk. Staff received 2 bids and opened them electronically at 10:05 AM, July 31, 2021.

This project consists of the resurfacing of parking lots at the City of Bloomington Public Service Garage, Lincoln Leisure Center, Hamilton Road Water Tank, and Lake Evergreen Water Pump. Work shall consist of the removal of the top two inches of existing pavement, the necessary preparation of the base, and replacement of the asphalt.

Contractor	Bid Combination	Bid Amount (2022-07)
McLean County Asphalt	Complete Bid	\$281,113.09
Rowe Construction company	Complete Bid	\$298,252.65

Public Works did not receive any other complete bids.

McLean County Asphalt is the lowest responsive and responsible bid and a local firm. A complete bid tabulation with all unit prices is attached and a map identifying the different areas. The accepted bid amount includes the Base Bid, Alternate #1 (Area B), and Alternate #2 (Area C).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Bids was advertised in *The Pantagraph* on July 8, 2021.

FINANCIAL IMPACT: If approved, \$281,113.09 will be awarded to resurface the following parking lots/areas:

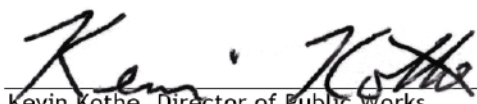
1. Police parking areas around the old Engineering/Water Building for \$25,833.19 from the Capital Improvement-Other Capital account (40100100-72620). Stakeholders can locate this in the Budget Book titled "Other Funds & Capital Improvement" on page 77.
2. Areas around the Public Works Building for \$24,000 from the Sanitary Sewer-Other Repair/Maintenance account (51101100-70510). Stakeholders can locate this in the Budget Book titled "Other Funds & Capital Improvement" on page 138.
3. Areas around the Public Works Building for \$24,000 from the Storm Water-Other Repair/Maintenance account (53103100-70510). Stakeholders can locate this in the Budget Book titled "Other Funds & Capital Improvement" on page 144.
4. Areas around the Public Works Building for \$24,000 from the Solid Waste-Other Repair/Maintenance account (54404400-70510). Stakeholders can locate this in the Budget Book titled "Other Funds & Capital Improvement" on page 150.
5. Areas around the Public Works Building for \$24,000 from the Snow & Ice Removal-Other Repair/Maintenance account (10016124-70510). Stakeholders can locate this in the Budget Book titled "Budget Overview & General Fund" on page 308.
6. Areas around the Public Works Building for \$26,061.60 from the Street Maintenance-Other Repair/Maintenance account (10016120-70510). Stakeholders can locate this in the Budget Book titled "Budget Overview & General Fund" on page 304.
7. Areas around Hamilton Road Water Tank Road for \$20,250.75 from the Water Mechanical Maintenance- Repair/Maintenance Infrastructure account (50100160-70550). Stakeholders can locate this in the Budget Book titled "Other Funds & Capital Improvement" on page 132.
8. Areas around Lake Evergreen parking lot for \$28,376.90 from the Water Mechanical Maintenance- Repair/Maintenance Infrastructure account (50100160-70550). Stakeholders can locate this in the Budget Book titled "Other Funds & Capital Improvement" on page 132.
9. Lincoln Leisure Center parking lot for \$84,590.65 from the Capital Improvement-Other Capital account (40100100-72620). Stakeholders can locate this in the Budget Book titled "Other Funds & Capital Improvement" on page 77.

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.

Respectfully submitted for Council consideration.

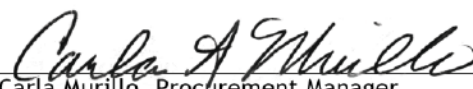
Prepared by: Kenny Lee, Engineering Technician II

Reviewed by:



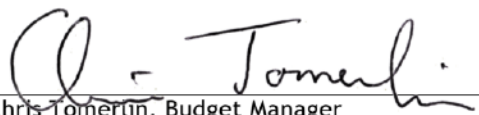
Kevin Kothe, Director of Public Works

8/10/2021



Carla Murillo, Procurement Manager

8/16/2021



Chris Tomerlin, Budget Manager

8/16/2021



Jeffrey R. Jurgens, Corporation Counsel

8/18/2021



Tara Henry, Legislative Assistant & Records Manager

8/18/2021

Attachments:

- PW 4B Agreement City Parking Lots Project 08232021
- PW 4C Bid Tab_City Parking Lots Project 08232021
- PW 4D Project Maps_City Parking Lots Project 08232021

AGREEMENT

THIS AGREEMENT, Made and entered into this **August 23, 2021**, by and between, **McLean County Asphalt Co. Inc.**, first party, also hereinafter referred to as "Contractor", and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

THAT WHEREAS, the City of Bloomington, did on **July 8, 2021**, by advertisement, call for bids for furnishing all labor and material for the construction of **City Parking Lots Project** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **July 30, 2021**, submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **City Parking Lots Project** on file in the office of the City Engineer of said City. A copy of which specifications, plans and profiles of said improvement on file in the City Engineer's Office are hereby referred to and made a part hereof by reference, and said first party was awarded the contract for the construction of the said improvement, which proposal of said Contractor is hereto attached and made a part hereof.

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

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

IT IS FURTHER AGREED that said Contractor will furnish a bond to the City of Bloomington in the penal sum of **\$281,113.09** executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the said City of Bloomington and the City Council, as a guarantee that said Contractor faithfully will perform the work in accordance with this agreement.

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

IT IS FURTHER AGREED that said Contractor shall complete all work included in this Contract by **April 30, 2022**.

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

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

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

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

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

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

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

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

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

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

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

ATTEST;

City Clerk

CITY OF BLOOMINGTON

By: _____
City Manager

WITNESS:

[Redacted Signature]

CONTRACTOR (Seal)

[Redacted Signature]

CITY OF BLOOMINGTON
FY 2021 PARKING LOT
City Project 50-24-53006-21-00

COST ESTIMATE

ITEM NO.	ITEM	UNITS	PLAN QTY	Engineer's Estimate		McLean County Asphalt		Rowe Construction Company	
				UNIT PRICE	AMOUNT	UNIT PRICE	ESTIMATED COST	UNIT PRICE	ESTIMATED COST
40800025	POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT)	LB	5,243	\$2.65	\$13,893.95	\$1.13	\$5,924.59	\$0.55	\$2,883.65
40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SY	80	\$60.00	\$4,800.00	\$62.10	\$4,968.00	\$62.09	\$4,967.20
44000157	HOT-MIX ASPHALT SURFACE REMOVAL 2.0 IN	SY	8,750	\$7.50	\$65,625.00	\$5.62	\$49,175.00	\$6.00	\$52,500.00
40603310	HOT-MIX ASPHALT SURFACE COURSE, IL 9.5, MIX C, N 50	TON	1,305	\$142.00	\$185,310.00	\$129.80	\$169,389.00	\$135.00	\$176,175.00
	HOT-MIX ASPHALT SURFACE COURSE, IL 9.5 FOR SLOPE	TON	35	\$160.00	\$5,600.00	\$129.80	\$4,543.00	\$191.47	\$6,701.45
	HOT-MIX ASPHALT SURFACE REMOVAL- SLOPED	SQ YD	300	\$15.00	\$4,500.00	\$9.90	\$2,970.00	\$13.03	\$3,909.00
	PAVEMENT PATCHING 6 IN, SPECIAL	SQ YD	400	\$42.80	\$17,120.00	\$42.80	\$17,120.00	\$65.00	\$26,000.00
BASE BID TOTAL					\$296,848.95		\$254,089.59		\$273,136.30

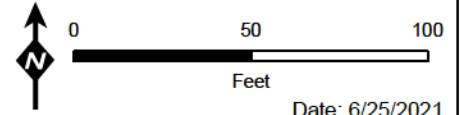
ALTERNATE AREA B

ITEM NO.	ITEM	UNITS	PLAN QTY	UNIT PRICE	AMOUNT				
40800025	POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT)	LB	360	\$2.65	\$954.00	\$5.50	\$1,980.00	\$0.55	\$198.00
44000157	HOT-MIX ASPHALT SURFACE REMOVAL 2.0 IN	SY	800	\$7.50	\$6,000.00	\$7.66	\$6,128.00	\$5.95	\$4,760.00
44000157	HOT-MIX ASPHALT SURFACE COURSE, IL 9.5, MIX C, N 50	TON	90	\$142.00	\$12,780.00	\$127.00	\$11,430.00	\$128.64	\$11,577.60
					\$19,734.00		\$19,538.00		\$16,535.60
BASE BID + ALTERNATE AREA B					\$316,582.95		\$273,627.59		\$289,671.90

ALTERNATE AREA C

ITEM NO.	ITEM	UNITS	PLAN QTY	UNIT PRICE	AMOUNT				
40800025	POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT)	LB	135	\$2.65	\$357.75	\$5.50	\$742.50	\$0.56	\$75.60
44000157	HOT-MIX ASPHALT SURFACE REMOVAL 2.0 IN	SY	300	\$7.50	\$2,250.00	\$7.66	\$2,298.00	\$11.68	\$3,504.00
44000157	HOT-MIX ASPHALT SURFACE COURSE, IL 9.5, MIX C, N 50	TON	35	\$142.00	\$4,970.00	\$127.00	\$4,445.00	\$142.89	\$5,001.15
					\$7,577.75		\$7,485.50		\$8,580.75
BASE BID + ALTERNATE AREA B+ ALTERNATE AREA C					\$324,160.70		\$281,113.09		\$298,252.65

Parking Lots





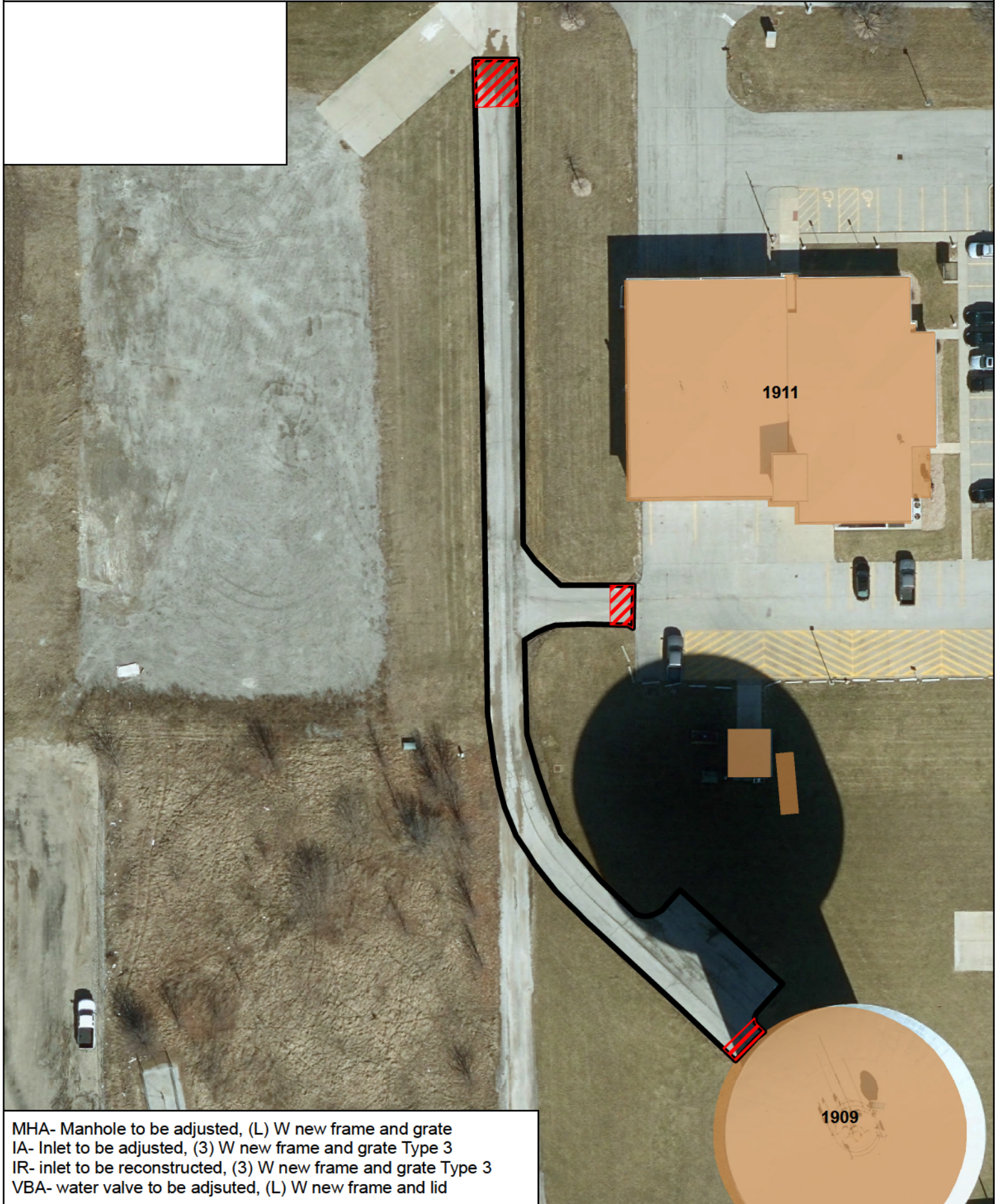
Lincoln Leisure Center

HMA Surface Removal 2.0 IN: 2900 SQ YD
HMA Surface Rmeoval- Sloped: 300 SQ YD

Surface Course: 2.0" HMA IL 9.5



MHA- Manhole to be adjusted, (L) W new frame and grate
IA- Inlet to be adjusted, (3) W new frame and grate Type 3
IR- inlet to be reconstructed, (3) W new frame and grate Type 3
VBA- water valve to be adjsdted, (L) W new frame and lid



MHA- Manhole to be adjusted, (L) W new frame and grate
IA- Inlet to be adjusted, (3) W new frame and grate Type 3
IR- inlet to be reconstructed, (3) W new frame and grate Type 3
VBA- water valve to be adjsuted, (L) W new frame and lid



Lake Evergreen Parking Area

BUTT JOINT SHALL BE CONSTRUCTED
AT THE EDGE OF THE HIGHWAY AND
THE REMAINING SURFACE SHALL BE
OVERLAID WITH 2 INCHES OF HMA

E 2500 North Rd

8

E 2500 North Rd





CONSENT AGENDA ITEM NO. 7.G

FOR COUNCIL: August 23, 2021

SPONSOR: Finance Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve an updated City of Bloomington Investment Policy, as requested by the Finance Department.

RECOMMENDED MOTION: The proposed Investment Policy be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

-Objective 1b. Reserves consistent with city policies
-Objective 1a. Budget with adequate resources to support defined services and level of services

BACKGROUND: The intent of an Investment Policy is to define the parameters within which an organization's funds are to be managed. In addition, the Investment Policy formalizes the framework for investment activities that must be exercised to ensure effective and judicious management of the funds.

Investment of public funds is regulated by the Illinois Public Funds Investment Act (30 ILCS 235/). The Act notes: "Investment of public funds by a public agency shall be governed by a written investment policy adopted by the public agency". The most recent City Investment Policy was adopted on January 25, 2010.

Updates have occurred to the Act since the last formal adoption, including the associated enactment of the Illinois Sustainable Investing Act (30 ILCS 238/). It is therefore Staff's recommendation to update the policy to include relevant references and additions.

The Primary Objectives as outlined in the Investment Policy are:

1. Safety

Safety of principal is the foremost objective of the investment program. Investments will be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.

2. Liquidity

The investment portfolio will remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.

3. Return

The investment portfolio will be designed with the objective to attain a market rate of return throughout budgetary and economic cycles.

The Act and the recommended Policy limits the primary allowable investment categories to:

- Money Markets / Bank Accounts / CDs
- Treasuries / Agencies
- Municipal Obligations
- Commercial Paper / Corp Notes-Bonds (limited by organization size and credit rating)

More details on the State Statutes can be found at:

Illinois Public Funds Investment Act (30 ILCS 235/):

<https://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=496&ChapterID=7&Print=True>

Illinois Sustainable Investing Act (30 ILCS 238/):

<https://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=4027&ChapterID=7>

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Updating the Investment Policy will enable Staff to utilize all options allowed by State Statute in the pursuit of safety, liquidity and return on the City's funds.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: F. Scott Rathbun, Finance Director

Reviewed by:



Chris Tomerlin, Budget Manager

8/10/2021



Jeffrey R. Jurgens, Corporation Counsel

8/18/2021



Tara Henry, Legislative Assistant & Records Manager

8/19/2021

Attachments:

- FIN 2B City of Bloomington Investment Policy 2021

The City of Bloomington, Illinois INVESTMENT POLICY
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I. Introduction

The intent of the investment policy (the “Investment Policy”) of the City of Bloomington (the “City”) is to define the parameters within which funds are to be managed. The Investment Policy formalizes the framework for Bloomington’s investment activities that must be exercised to ensure effective and judicious fiscal and investment management of the City’s funds. The guidelines are intended to be broad enough to allow the designated investment officer to reasonably function within the parameters of responsibility and authority, yet specific enough to adequately safeguard the investment assets.

II. Scope

This policy applies to investment activities of the City. With the exception of the police and fire pension funds and JM Scott fund, all other funds of the City will be administered in accordance with the provisions of this Investment Policy.

Except for cash in certain restricted and special funds, the City may commingle its cash balances from all funds to maximize investment earnings and efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with Generally Accepted Accounting Principles (GAAP).

III. Governing Authority

Authority to manage the investment program is granted to the Finance Director (the “Finance Director”) which is derived from the Illinois Public Funds Investment Act (30 ILCS 235/) (the “Public Funds Act”).

IV. Objectives

The primary objectives of the City’s investment activities will be safety, liquidity, and return:

A. Safety

Safety of principal is the foremost objective of the investment program. Investments will be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.

B. Liquidity

The investment portfolio will remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.

C. Return

The investment portfolio will be designed with the objective to attain a market rate of return throughout budgetary and economic cycles.

V. Standards of Care

A. Prudence

The standard of prudence to be used by investment officials will be the “prudent person,” which states “Investments will be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion

and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived” and will be applied in the context of the management of the entire portfolio.

Investment officers who act in accordance with written procedures and exercise due diligence will be relieved of personal responsibility for a security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

B. Ethics and Conflicts of Interest

Officers and employees involved in the investment process will refrain from personal business activity that could conflict with the proper execution and management of the investment program or could impair their ability to make impartial decisions. Disclosure will be made to the governing body. They will further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers will refrain from undertaking any personal investment transactions with the same individual with whom business is conducted on behalf of the City.

C. Delegation of Authority and Responsibilities

Authority to manage the investment program is granted to the Finance Director, designated as chief investment officer, and is derived from the Public Funds Act. The Finance Director or designee, under the delegation of the City Council, will establish written procedures and internal controls for the operation of the investment program that are consistent with this Investment Policy.

VI. Authorized Investments

Except as modified herein, pursuant to home rule authority, all investments purchased under this Investment Policy will be guided by the Public Funds Act. Below is a summary of acceptable investments:

1. Bonds, notes, certificates of indebtedness, treasury bills or other securities guaranteed by the full faith and credit of the United States as to principal and interest.
2. Bonds, notes, debentures, or other similar obligations of the United States of America, its agencies, and its instrumentalities.
3. Interest-bearing savings accounts, interest-bearing certificates of deposit, interest-bearing time deposits, or any other investments that are direct obligations of any bank, as long as the City's investment in any one bank exceeding the Federal Deposit Insurance Corporation (the "FDIC") insurance coverage limit, is collateralized as per the City's collateral requirements, except for negotiable CDs rated A- or better by a NRSRO (Nationally Recognized Statistical Rating Organization.)
4. Certificate of Deposit Account Registry Service (CDARS) certificates of deposit or Insured Cash Sweep (ICS) service.¹
5. Obligations of corporations organized in the United States with assets exceeding \$500,000,000 if (i) such obligations are rated at the time of purchase at one of the three highest classifications established by at least two standard nationally recognized statistical rating organizations (NRSROs) and which mature not later than 3 years from the date of settlement, (ii) such purchases do not exceed 10% of the corporation's outstanding obligations and (iii) no more than one-third of the public agency's funds may be invested in

¹ CDARS is offered by Promontory Interfinancial Network, a placement service in which a member institution uses the CDARS Network to place funds into CDs or other depository products issued by banks that are members of the CDARS Network. The placements occur in increments below the standard Federal Deposit Insurance Corporation ("FDIC") insurance coverage. maximum, allowing for coverage of principal and interest. The Insured Cash Sweep (ICS) works similarly placing funds in demand or money market accounts or both.

short term obligations of corporations that mature in 270 days or less at the time of settlement and an additional one-third of the public agency's funds may be invested in obligations of corporations that mature between 270 days and three years at the time of settlement. In the event that the rating assigned by the rating agencies falls below the required level as stated above, the City or its representative investment agent shall evaluate the downgrade on a case-by-case basis in order to determine if the security should be held or sold by applying the general objectives of safety, liquidity, yield, and legality to make the decision.

6. Money market mutual funds registered under the amended Investment Company Act of 1940 provided that the portfolio is limited to bonds, notes, and certificates of indebtedness, treasury bills, or other securities which are guaranteed by the United States or agreements to repurchase these same types of obligations, and qualified agencies under 30 ILCS 235 et seq.
7. Repurchase Agreements through any bank or other financial institution. (Physical possession of the collateral security will be obtained or a safekeeping receipt which describes the collateral from the safekeeping bank will be received.)
8. Municipal Bonds so long as no more than 25% of the total portfolio is invested in municipal bonds.
9. The Illinois Funds local government investment pool
10. Illinois Metropolitan Investment Fund (IMET) – (1) 1-3 year Fund and (2) Convenience Fund
11. The Illinois Trust local government investment pools

Other types of investments may be added to this list as changes to the statutes governing such investments are revised. However, if additional types of securities are approved for investment by public funds by state statute, they will not be eligible for investment by the City until this Investment Policy has been amended and the amended version adopted by the City Council.

If the credit rating of a security is subsequently downgraded below the rating level it had when purchased, or any minimum requirements, the Finance Director or designee will evaluate the downgrade on a case-by-case basis in order to determine if the security should be held or sold. The Finance Director or designee will apply the general objectives of safety, liquidity, and return to make the decision.

VII. Authorized Financial Institutions, Depositories, Broker-Dealers, Investment Advisers

Financial Institutions, Depositories

The City will have a contract with a bank engaged to serve as its "operating bank." The bank that serves as the "operating bank" will have their services reviewed periodically and recommendations for change discussed with City Council.

The Finance Director will maintain a list of financial institutions authorized to act as depositories.

Financial institutions, including depositories and banks, will provide such financial data to the Finance Director as may be required by the City to evaluate the financial condition of the financial institution. Such data may include audited financial statements and Federal Deposit Insurance Corporation regulatory reports. Any refusal to provide such information to the City may cause termination of the relationship with such institution.

To be considered as a depository of City funds, a bank must meet the capital requirements established by federal regulators for a “well capitalized” institution. Well capitalized is based upon three (3) ratios with the required percentages to be maintained as follows:

- Tier 1 Capital Leverage Ratio equal to 6.5%
- Tier 1 Risk-Based Capital Ratio equal to 8%
- Total Capital Ratio equal to 10%

The City will have appropriate agreements regarding collateral with every depository with which it places funds, with the exception of brokered CDs and others that do not exceed FDIC coverage. The agreement will designate the requirements of serving as a depository for the City, including collateralization of City funds invested at such depository and the related safekeeping requirements of the pledged securities or FHLB letter of credit.

A periodic review of the financial condition and registration of all authorized financial institutions will be conducted by the Finance Director.

Investment Advisers

The City may engage the services of one or more investment advisers to assist in the management of the City's investment portfolio in a manner consistent with the City's Investment Policy. Such investment advisers may be granted discretion to purchase and sell investment securities in accordance with this Investment Policy. Such investment advisers will be held to a fiduciary standard as per their registration under the Investment Advisers Act of 1940, or with the appropriate bank regulatory body, if a subsidiary of a bank.

Funds managed by investment advisers will be held in trust for the City by a custodial bank under separate contract.

VIII. Competitive Transactions

When placing funds, the Finance Director or their designee or the contracted Investment Advisor or a bank managing funds will seek to do so competitively. This may be achieved through gathering multiple bids/offers for purchases or sales, checking with online platforms, listing services, or other market insight alternatives.

IX. Collateralization

The City requires 102% collateralization of all City deposits above FDIC coverage. The City accepts as appropriate collateral those classes of securities identified by Section 6/d of the Public Funds Act.

The Finance Director or designee will monitor the adequacy of collateralization periodically. The City requires monthly reports with market values of pledged securities or FHLB letters of credit from all financial institutions with which the City has deposits or investments requiring collateral to be pledged.

X. Safekeeping and Custody

Safekeeping of Collateral Securities

Collateral for certificates of deposits and repurchase agreements will be registered in the City's name. The Finance Director will hold all safekeeping receipts of pledged securities or FHLB letters of credit used as collateral for certificates of deposits and repurchase agreements. A third party institution will hold pledged securities in trust on behalf of the City's financial institutions.

Safekeeping receipts of pledged securities may be “faxed” or e-mailed to the City in order to accommodate timely and legal investment transactions.

Custody

All securities in the City's portfolio and funds managed by investment advisers will be held in trust for the City by a custodial bank under separate contract and will be administered in concurrence with the City's Investment Policy.

Delivery-vs.-Payment

All trades of marketable securities will be executed (cleared and settled) on a delivery-vs- payment (DVP) basis to ensure that securities are deposited in the City's custodial institution prior to the release of funds.

XI. Investment Parameters

Mitigating credit risk in the portfolio

Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. The City will mitigate credit risk by adopting the following:

Diversification

The investments will be diversified by:

- limiting investments to avoid overconcentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities)
- limiting investment in securities that have higher credit risks

Mitigating market risk

Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of market interest rates. Longer-term portfolios typically achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The City will mitigate market risk by providing adequate liquidity for short-term cash needs, investing in securities with varying maturities, and by making longer-term investments only with funds that are not needed for current cash flow purposes.

The City's demand for cash will be projected using reliable cash forecasting techniques. To ensure liquidity, the appropriate maturity date and investment option available will be selected. The City's investment portfolio may be divided into four categories:

- 1) Sweep funds,
- 2) Operating funds,
- 3) Bond Funds, and
- 4) Other Reserve funds.

The liquidity requirement for each category will vary with the final maturity that matches the need for use of the funds.

1. **Sweep funds.** These funds primarily consist of City-managed Investments that are intended to cover day-to-day operating expenses of the City. All funds are to be held in interest bearing overnight securities, that may include:
 - a. Repurchase agreements – The maximum maturity for repurchase agreements will not exceed 330 days. The repurchase agreements will be collateralized with approved securities in accordance with this policy. Use of repurchase agreements will be used when it is deemed appropriate on a risk-return basis.
 - b. Money market mutual funds as per section VI.
 - c. AAAm rated local government investment pools
2. **Operating funds.** All operating funds are to be held in an investment portfolio with a weighted average duration of no more than four (4) years. The Finance Director will monitor the duration level and make adjustments as necessary.

3. **Bond funds.** No investment will have a maturity exceeding the final principal and/or interest payment date.

XII. Internal Controls and Written Procedures

As stated in **Section V**, the Finance Director is responsible to establish and maintain an internal control structure along with written procedures designed to achieve reasonable assurance that the assets of the City are protected from loss, theft, fraud, errors, misrepresentations or misuse. The internal control structure will be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes the cost of a control should not exceed the benefits likely to be derived, and the valuation of costs and benefits requires estimates and judgments by management.

Procedures should include references to: safekeeping, delivery vs. payment, investment accounting, wire transfer agreements, and collateral/depository agreements. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Finance Director.

The system of controls will be monitored monthly to regulate the activities of subordinate officials, including outside investment managers.

XIII. Performance Standards / Evaluation

The Finance Director or designee will review the investment portfolio at least quarterly. Such review will examine the general performance of the portfolio, as well as review current levels of safety, liquidity, and rate of return. One or more appropriate benchmarks will be established against which portfolio performance will be compared on a regular basis.

XIV. Reporting/Disclosure

The Finance Director or designee will prepare monthly investment reports to the City Council.

XV. Sustainable Investing

The City will regularly consider any material, relevant, and decision-useful sustainability factors, within the bounds of financial and fiduciary prudence, in evaluating investment decisions. Such factors include but are not limited to: (i) corporate governance and leadership factors; (ii) environmental factors; (iii) social capital factors; (iv) human capital factors; and (v) business model and innovation factors, as provided under the Illinois Sustainable Investing Act.

While such factors are not determinative for investment decisions, the Finance Director will periodically review portfolio holdings to determine their consistency with these objectives.

XVI. Investment Policy Adoption

The Investment Policy will be adopted by the City Council. The policy will be reviewed on an annual basis by the Finance Director and any modifications that are made must be approved by the City Council.

Appendix I

Glossary of Terms

Accrued Interest – The accumulated interest due on a bond since the last interest payment made by the issuer.

Agency – A debt security issued by a federal agency or a government sponsored enterprise. Federal agencies are backed by the full faith and credit of the U. S. Government. Government sponsored enterprises (GSEs) are backed by each particular GSE with a market perception that there is an implicit government guarantee. An example of a Federal agency is the Government National Mortgage Association (GNMA). An example of a GSE is the Federal National Mortgage Association (FNMA).

Basis Point - 1/100 of one percent.

Bid - The indicated price at which a buyer is willing to purchase a security or commodity.

Bond - Written evidence of the issuer's obligation to repay a specified principal amount on a date certain, together with interest at a stated rate, or according to a formula for determining that rate.

Callable Bond - A bond which permits the issuer to redeem the obligation before the stated maturity date at a specified price, the call price, usually at or above par value.

Cash Sale/Purchase – A transaction which calls for delivery and payment of securities on the same day that the transaction is initiated.

Collateralization – Process by which a borrower pledges securities, property, or other deposits for the purpose of securing the repayment of a loan and/or security.

Commercial Paper - Short-term, unsecured promissory notes issued in either registered or bearer form, and usually backed by a line of credit with a bank.

Coupon Rate - The annual rate of interest payable on a coupon bond (a bearer bond or bond registered as to principal only, carrying coupons evidencing future interest payments), expressed as a percentage of the principal amount.

Credit Risk – The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

Current Yield – A yield calculation determined by dividing the annual interest received on a security by the current market price of that security.

Derivative Security – Financial instrument created from, or whose value depends upon, one or more underlying assets or indexes of asset values.

Discount – The amount by which the par value of a security exceeds the price paid for the security.

Diversification – A process of investing assets among a range of security types by sector, maturity, and quality rating.

Duration – Duration is a useful concept in fixed income investing and measures price sensitivity of fixed-income investments. As rates increase, prices fall, and conversely, as rates fall, prices increase. A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed income security. This calculation is based on three variables; term to maturity, coupon rate and yield to maturity. Duration measures the weighted average of the present value of the cash flows of a security. So in this respect, it is improvement over maturity that only considers future

values. The greater the duration of a bond, the greater its volatility. In general, duration rises with maturity, and falls with frequency of coupon payments.

Modified duration is a multiplier that measures the approximate percentage change in the value or price of a security or portfolio given a 1% (100 basis points) movement in interest rates.

Example

For example, if a security has a modified duration of 2.5 and interest rates rise by 75 basis points, the security would experience approximately a -1.88% change in value.

$$(-1\%) \times \text{modified duration} \times (\text{basis point change in yield}/100)$$

Federal Funds (Fed Funds) – Funds placed in Federal Reserve banks by depository institutions in excess of current reserve requirements. These depository institutions may lend to Fed Funds to each other overnight or on a longer basis. They may also transfer funds among each other on a same-day basis through the Federal Reserve banking system. Fed funds are considered to be immediately available funds.

Federal Funds Rate – Interest rate charged by one institution lending federal funds to the other.

Fiduciary Standard - created in 1940 as part of the Investment Advisors Act. This standard, regulated by the SEC or state securities regulators, maintains that investment advisors are bound to a standard that requires them to put their client's interests above their own.

Government Securities – An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market.

Government Sponsored Enterprise Securities - Government sponsored enterprise (GSEs) debt is high quality, income generating, with a competitive return over Treasuries. GSEs, are often lumped with agencies, and referred to generically as "agency debt." GSEs were established by acts of Congress to support various public policies, such as home ownership, farming, education, and resource development. In order to support the various public policies, the GSEs purchase mortgages and loans from issuers, who use the proceeds to fund additional loans. GSE debt is not guaranteed by the federal government as is the case with Treasuries or agency debt. Payments of interest and principal are backed only by the issuer.

Interest Rate – See "Coupon Rate."

Interest Rate Risk – The risk associated with declines or rises in interest rates which cause an investment in a fixed – income security to increase or decrease in value.

Liquidity – An assessment of how easily and quickly an asset can be converted into cash.

Local Government Investment Pool (LGIP) – An investment by local governments in which their money is pooled as a method for managing local funds.

Mark-to-Market – The process whereby the book value or collateral value of a security is adjusted to reflect its current market value.

Market Risk – The risk that the value of a security will rise or decline as a result of changes in market conditions.

Market Value – Current market price of a security.

Maturity - The date upon which the principal of a fixed income security comes due and payable to holders of investors.

Net Asset Value – The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling a fund's assets which includes securities, cash, and any accrued earnings, subtracting this from the fund's liabilities, and dividing this total by the number of shares outstanding.

Par Value or Face Amount or Maturity Value - In the case of bonds, the amount of principal which must be paid at maturity.

Principal - The face amount or par value of a bond or issue of fixed-income securities payable on stated dates of maturity.

Prudent Person Rule – An investment standard outlining the fiduciary responsibilities of public funds investors relating to investment practices.

Ratings - Evaluations of the credit quality of notes and bonds, usually made by independent rating services, which generally measure the probability of the timely repayment of principal and interest on fixed-income securities

Repurchase Agreement – An agreement of one party to sell securities at a specified price to a second party and a simultaneous agreement of the first party to repurchase the securities at a specified price or at a specified later date.

Short-term debt - Short-term debt is defined as any debt incurred whose final maturity is three years or less.

Swap – Trading one asset for another.

Term Bonds - Bonds coming due in a single maturity.

Total Return – The sum of all investment income plus changes in the capital value of a security or portfolio.

Volatility – A degree of fluctuation in the price and valuation of securities.

Weighted Average Maturity (WAM) – The average maturity of all the securities that comprise a portfolio.

Yield – The current rate of return on an investment security generally expressed as a percentage of the security's current price.

Yield to Maturity - The rate of return to the investor earned from payments of principal and interest, with interest compounded semiannually and assuming that interest paid is reinvested at the same rate.

Zero Coupon Bond - A bond which pays no interest, but is issued at a deep discount from par, appreciating to its full value at maturity.

Appendix II

[Illinois Public Funds Investment Act](#) (30 ILCS 235/)

[Illinois Sustainable Investing Act](#) (30 ILCS 238/)



CONSENT AGENDA ITEM NO. 7.H

FOR COUNCIL: August 23, 2021

SPONSOR: Economic & Community Development Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on a Resolution Authorizing the Initiation of Text Amendments to the Bloomington Zoning Ordinance, Chapter 44 of the Bloomington City Code, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

- Goal 5. Great Place - Livable, Sustainable City
- Goal 4. Strong Neighborhoods
- Goal 3. Grow the Local Economy
- Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5a. Well-planned City with necessary services and infrastructure
- Objective 4c. Preservation of property/home valuations
- Objective 3c. Revitalization of older commercial homes
- Objective 3a. Retention and growth of current local businesses
- Objective 1c. Engaged residents that are well informed and involved in an open governance process

BACKGROUND: Chapter 44 of the Bloomington City Code, the City's Zoning Code, underwent a comprehensive rewrite that was adopted March 21, 2019. Practical application is the best way to test a new code; and as with most code rewrites of this magnitude, it takes time for a new code to be tested. Since the adoption in 2019 and subsequent updates, City staff has continued to identify any provisions that need clarification and/or revision.

Chapter 44.17-6 of the Bloomington City Code gives the Council the authority to pass a resolution to initiate text amendments 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.

In this case, City staff has identified certain land use restrictions believe to be unintended consequences of the 2019 update. Accordingly, staff is recommending changes to the Zoning Code to re-allow uses that were previously allowed by right. This includes single and multifamily homes, assisted living facilities, snack food manufacturing, auto repair and sales. In addition, the proposed amendments will also evaluate the review and submission process and commission schedules. City staff will begin detailing and outlining specific proposed changes and the Bloomington Plan Commission will begin holding public hearings on the proposed changes as they are ready. The recommendations of the Bloomington Plan Commission will then come back before the City Council for final approval.

The review and continued update of the Zoning Code will continue by staff and additional requests for text amendments may be necessary in the future.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: One or more public hearings will be held and noticed on the proposed text amendments.

FINANCIAL IMPACT: The proposed text amendments are likely to encourage investment and growth within the City creating a positive financial impact.

COMMUNITY DEVELOPMENT IMPACT: The Comprehensive Plan promotes the overall public good, community sustainability and prosperity. The Zoning Ordinance is the implementation vehicle of the plan. o make investment unusable or difficult without a public purpose does not promote the Comprehensive Plan; the text amendments are intended to help remedy this.

Respectfully submitted for Council consideration.

Prepared by: Kimberly Smith, Asst Economic & Community Development Director

Reviewed by:



Melissa Hall, Economic and Community Development Director

8/16/2021



Chris Tomerlin, Budget Manager

8/16/2021



Jeffrey R. Jurgens, Corporation Counsel

8/19/2021



Tara Henry, Legislative Assistant & Records Manager

8/19/2021

Attachments:

- E&CD 2B 2021 Text Amendment Resolution

RESOLUTION NO. 2021 - ____

**A RESOLUTION AUTHORIZING THE INITIATION OF TEXT AMENDMENTS 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, City staff continues to evaluate the comprehensive update and identify areas where clarification and/or correction is needed; and,

WHEREAS, City staff is recommending that the Planning Commission look at potential text amendments including: (1) auto repair and sale exclusions, definitions, and zoning; (2) updating certain zoning classifications; (3) reviewing residential uses that were previously permitted by right or via special use in commercial districts should again be allowed; (4) zoning for snack food manufacturing; (5) zoning for assisted living facilities; and (6) the review and submission process and commission schedules; and,

WHEREAS, pursuant to Chapter 44.17-6 of the Bloomington City Code, the City Council has the power to pass this resolution to initiate the text amendments 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 City Council directs city staff to initiate text amendments, as set forth herein and whether as a group or otherwise, to the Bloomington Zoning Ordinance, Chapter 44 of the Bloomington City Code;
2. That the Bloomington Planning Commission shall start to hold public hearings, after due notice as required by law, on said potential amendments.

PASSED this 23rd day of August 2021.

APPROVED this ____ day of August 2021.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



CONSENT AGENDA ITEM NO. 7.1

FOR COUNCIL: August 23, 2021

SPONSOR: Legal Department and City Clerk Department

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

-Objective 1c. Engaged residents that are well informed and involved in an open governance process

BACKGROUND: Since the return of in-person meetings, several Council members have raised support for amending the City's public comment rules to allow the continued practice of individuals being able to provide public comment remotely. Accordingly, a potential amendment was drafted for the Council's consideration to add the ability of individuals to pre-register and call-in for public comment. Public comment by video would be allowed, dependent on the City's technological capacity. The proposed amendment also streamlines and clarifies the process for providing written public comment, similar to how it was handled during the City's virtual meetings.

Initially, due to technology and staff limitations, the proposed amendment only applies to meetings of the City Council, including its regular meetings, the Committee of the Whole, and any special meetings. It is feasible, however, that the alternate methods of public comment may be able to be expanded to the City's other boards and commissions in the future. Even if expanded, it is unlikely to apply to public hearings in front of bodies like the Zoning Board or Planning Commission where individuals that provide testimony must be sworn in and are subject to cross examination.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Jeffrey Jurgens, Corporation Counsel

Reviewed by:



Chris Tomerlin, Budget Manager

8/16/2021



Jeffrey R. Jurgens, Corporation Counsel

8/18/2021



Tara Henry, Legislative Assistant & Records Manager

8/19/2021

Attachments:

- LGL 3B 2021 Public Comment Ordinance

ORDINANCE NO. 2021 - _____

**AN ORDINANCE AMENDING BLOOMINGTON CITY CODE
CHAPTER 2, SECTION 85 PERTAINING TO PUBLIC COMMENT**

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois (additions are indicated by underlining; deletions are indicated by strikeouts):

SECTION 1. That Bloomington City Code Chapter 2, shall be amended by amending Section 85(B) and (I) and adding a new Section (J) to read as follows:

SEC. 85: Public comment.

- B. Anyone desiring to address the Board, Commission, Committee or City Council, as applicable, must complete a public comment card at least five minutes before the start time of the meeting. Public comment cards shall be made available at the location of the meeting by City staff at least 15 minutes prior to the start time of the meeting. The person must include their name, and any other desired contact information, although said person shall not be required to publicly state their address information. If more than five individuals desire to make a public comment, the order of speakers shall be by random draw. If an individual is not able to speak due to the time limitation and said individual still desires to address the individuals at a future meeting of the same type, said individual shall be entitled to speak first at the next meeting of the same type. For City Council meetings only, including regular meetings, special meetings and the Committee of the Whole, written public comment may be added as set forth in section I and an additional remote method of public comment shall be offered as set forth in section J.
- I. In addition to speaking at a meeting of the City Council, written public comment may be emailed to publiccomment@cityblm.org at least 15 minutes prior to the start of each meeting. The names of those that submitted written public comments will be read into the record and shall be subject to disclosure under the Freedom of Information Act. Copies of all public comments submitted in accordance with this section shall be provided to the Council members in advance of the meeting for their review and consideration. ~~written comments may also be submitted to the City Council by filing same with the City Clerk at least 24 hours prior to the start time of the meeting. Said written comments shall be copied and distributed to each member of the City Council by the City Clerk prior to the start of the meeting and made part of the official record of the meeting.~~ Outside of written comments directed for a specific meeting, written comments may otherwise be shared with the City Council at any time by sending e-mail correspondence to the individual Council members at the email addresses listed on the City's website. Those without e-mail capability may submit written comments to the City Clerk's office which comments will be provided to the City Council as a whole or individual Council member, as directed. ~~Any written comments provided to the City~~

~~Council as a whole will be made part of the public record. The City Clerk may establish written rules to govern the written comment process and recording of same, which may include the creation of a special email address for the submission of said comments and a public disclaimer that said comments shall be part of the official record. Nothing herein shall require the City Clerk to copy documents or records and provide them to City Council, only the written comments of an individual.~~

- J Individuals wanting to provide public comment electronically at City Council meetings may do so by signing up at least 15 minutes prior to the start of each meeting at www.cityblm.org/register. In order to register to speak remotely during public comment the individual must provide their name, a valid email, and the call-in phone number intended for use during the meeting. Following registration, an email will be sent to the registered individual's email provided including call-in instructions and a call-in phone number for participation in the meeting. Electronic comment may be done via video depending on the ability and equipment of the City. Individuals providing comment electronically are subject to the same public comment rules and limitations. The order of speaking shall further be determined as set forth in section B.

SECTION 2. Except as provided herein, the Bloomington City Code, 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 take effect after its approval and publication as required by law.

PASSED this 23rd day of August 2021.

APPROVED this _____ day of August 2021.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



CONSENT AGENDA ITEM NO. 7.J

FOR COUNCIL: August 23, 2021

SPONSOR: Legal Department and Public Works Department

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: At the last City Council meeting, the Council discussed the idea of allowing certain private street and alley vacations without compensation. If the Council wants to pursue this, an amendment to the policy was drafted that adds a provision allowing an individual to request the compensation be waived. In such a case, the amended policy provides the Council could approve the compensation waiver if it is deemed to be in the best interest of the public, where the alley serves no public purpose (or the waiver is offset by another public benefit) and the vacation will reduce the City's maintenance expenses and help preserve City resources.

The Street & Alley Vacation Policy was originally adopted in 2016 in an effort to create a uniform process for handling these requests. For additional background on the original adoption, a copy of that Council Memo is attached.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

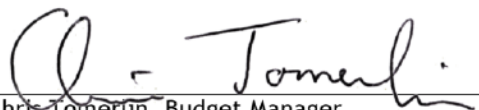
FINANCIAL IMPACT: There is no material financial impact anticipated with the amendment.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

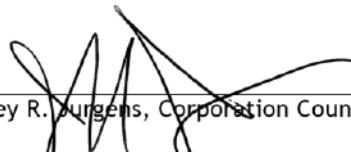
Prepared by: Jeffrey Jurgens, Corporation Counsel

Reviewed by:



Chris Tomertin, Budget Manager

8/17/2021



Jeffrey R. Jurgens, Corporation Counsel

8/18/2021



Tara Henry, Legislative Assistant & Records Manager

8/19/2021

Attachments:

- LGL 2B Ordinance_Street & Alley Vacation Policy Amendment
- LGL 2C 2016 Street & Alley Vacation Council Memo

ORDINANCE NO. 2021 - ____

AN ORDINANCE AMENDING THE CITY POLICY ON STREET & ALLEY VACATIONS

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

SECTION 1. That Section 4 of the City's Policy on Street & Alley Vacations shall be amended as set forth on Exhibit A.

SECTION 2. 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 3. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 4. This ordinance shall be effective upon its passage and publication.

SECTION 5. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 23rd day of August 2021.

APPROVED this ____ day of August 2021.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Yocum-Smith, City Clerk

**EXHIBIT A
CITY OF BLOOMINGTON
STREET AND ALLEY VACATION POLICY**

IV. COSTS & COMPENSATION

Ordinances vacating any street or alley shall not be passed by the City Council until the petitioner compensates the City in the amount required by this Section.

- A. Every petition for a street or alley vacation shall be accompanied by a nonrefundable payment to the City of \$150.00 to defray the administrative costs incurred in processing such vacation petitions.
- B. The owners of the property adjoining the vacated property shall pay the fair market value, as set forth below and determined in the sole discretion of the City Council, of the portion of the vacated property acquired. If the ordinance vacating the property provides that only the owner(s) of one particular parcel of adjoining property shall make payment, then the owner(s) of the particular parcel shall acquire title to the entire vacated street or alley, or the part thereof vacated.
- C. City staff shall determine the fair market value of the property to be vacated and apportion the costs as between all adjoining property owners (or a single property owner when authorized by ordinance) by utilizing, in its sole discretion, either of the following two methods: (1) utilizing a formula of 3 times the assessed land valuation of the adjoining property (or the property with this highest assessed land valuation if the property adjoins more than one property) divided by the square feet of said adjoining property times the square feet of the area being vacated; or (2) obtaining an appraisal of the property from an MAI designated appraiser which cost shall be borne by the petitioner. Said determination shall be final, without appeal to the City Council, unless the petitioner first obtains, at petitioners sole cost and expense, a separate appraisal of the right-of-way to be vacated including, without limitation, the fair market value of the interests(s) of each and every person to be acquired or the benefits which will accrue to any of them by reason of the vacation. Such appraisal must be conducted or completed by an MAI designated appraiser. The City may accept such appraisal or reject it and have a subsequent appraisal conducted by an MAI designated appraiser, at City expense.
- D. In some cases, the City will allow an exchange of equal property in lieu of the appraised value. Instead of monetary payment, the property owner may be asked to substitute other street areas or fulfill other conditions. The property owner may also request the compensation requirement be waived. By the adoption of the ordinance, the City Council may waive the compensation requirement if it is deemed to be in the best interest of the public, where the alley serves no public purpose (or the waiver is offset by another public benefit), and the vacation will reduce City maintenance expenses and help preserve City resources.
- E. All fees required under this Section may be waived, at the discretion of the City Manager or his or her designee, if the street or alley vacation is requested by the City.

- F. City, county, state and federal agencies are exempt from the compensation requirements of this Section, but shall pay to the City costs incurred by the City in processing the vacation request.
- G. Payment of the determined amount of compensation must be tendered to the City Council prior to final consideration of the ordinance vacating the property, unless the compensation requirement is waived or a different form of consideration is provided. In the event that final passage of the ordinance is not granted, the deposited amount (exclusive of the application fee) shall be refunded to the petitioner.



REGULAR AGENDA ITEM NO. 9G

FOR COUNCIL: April 25, 2016

SUBJECT: Consideration of adoption of an ordinance amending Chapter 24 of the City Code regarding street and alley vacation and adopting a policy on same.

RECOMMENDATION/MOTION: Approving an ordinance Amending the City Code, Chapter 24 and Adopting a Policy on Street & Alley Vacations, and authorize the Mayor and City Clerk to execute the necessary documents.

STRATEGIC PLAN LINK: The Street & Alley Vacation Policy is linked to Goal 1, Financially Sound City Providing Quality Basic Services, Objective D, City services delivered in a most cost-effective, efficient manner. The vacation is also linked to Goal 3, Grow the Local Economy and Objective D, Expanded Retail Businesses.

STRATEGIC PLAN SIGNIFICANCE: Having a formal policy on street and alley vacations will facilitate the objective of providing cost-effective and efficient city services by not having to administer to ownership and control of streets and alleys when they are not used for public access to the adjacent property.

BACKGROUND: The vacation of streets and alleys is governed by the Illinois Municipal Code. Specifically, Section 11-91-1 of the Illinois Municipal Code allows the corporate authorities to vacate any street or alley when it is deemed to be in the public interest. This must be done by ordinance and passed by an affirmative vote of three-fourths of the alderman then holding office. Accordingly, a vote of 7 is required for passage of the ordinance to vacate the property. In addition, Section 11-91-1 provides the ordinance vacating may provide it shall not become effective until the adjoining property owner pays compensation in an amount, as determined by the corporate authorities, to be the fair market value of the property acquired or of the benefits which will accrue to them by reason of the vacation.

City staff has developed a policy on alley vacations that has previously been reviewed by the City Council, but never formally adopted. To ensure all street and alley vacation requests are handled in a uniform manner, City staff is asking the Council to formally approve the policy so that set guidelines are established.

As an overview of the policy, those seeking such vacations will be required to file petitions with the City (at a cost of \$150.00). As opposed to requiring an additional public hearing in front of the Planning Commission, the policy provides the City Manager, in consultation with the Department of Public Works, shall review the request for vacation and then make a recommendation to the City Council. The City Council will then hold a public hearing on whether the vacation should be granted. Prior to any public hearing, the Policy requires a 15 day notice be published in the newspaper, as well as, that notices be mailed to all adjoining property owners.

The Policy provides the "compensation" required will be determined by utilizing a formula of 3 times the estimated assessed land valuation (per square foot) of the adjoining property times the square feet of the area to be vacated (3 x Adjoining Land EAV x Sq. Ft. within the property to be

vacated). The Policy does allow for petitioners to separately have the party appraised and for no compensation to be required where the City has requested the vacation.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Ordinances vacating any street or alley shall not be passed by the City Council until the petitioner compensates the City in the amount required by this Section.

- A. Every petition for a street or alley vacation shall be accompanied by a nonrefundable payment to the City of \$150.00 to defray the administrative costs incurred in processing such vacation petitions.
- B. The owners of the property adjoining the vacated property shall pay the fair market value, as set forth below and determined in the sole discretion of the City Council, of the portion of the vacated property acquired. If the ordinance vacating the property provides that only the owner(s) of one particular parcel of adjoining property shall make payment, then the owner(s) of the particular parcel shall acquire title to the entire vacated street or alley, or the part thereof vacated.
- C. City staff shall determine the fair market value of the property to be vacated and apportion the costs as between all adjoining property owners (or a single property owner when authorized by ordinance) by utilizing, in its sole discretion, either of the following two methods: (1) utilizing a formula of 3 times the assessed land valuation of the adjoining property (or the property with this highest assessed land valuation if the property adjoins more than one property) divided by the square feet of said adjoining property times the square feet of the area being vacated; or (2) obtaining an appraisal of the property from an MAI designated appraiser which cost shall be borne by the petitioner. Said determination shall be final, without appeal to the City Council, unless the petitioner first obtains, at petitioners sole cost and expense, a separate appraisal of the right-of-way to be vacated including, without limitation, the fair market value of the interests(s) of each and every person to be acquired or the benefits which will accrue to any of them by reason of the vacation. Such appraisal must be conducted or completed by an MAI designated appraiser. The City may accept such appraisal or reject it and have a subsequent appraisal conducted by an MAI designated appraiser, at City expense.
- D. In some cases, the City will allow an exchange of equal property in lieu of the appraised value. Instead of monetary payment, the property owner may be asked to substitute other street areas or fulfill other conditions.
- E. All fees required under this Section may be waived, at the discretion of the City Manager or his or her designee, if the street or alley vacation is requested by the City.
- F. Upon request, any municipal, county, state and federal agencies may be approved by the City Council for an exemption from the compensation requirements of this Section, but shall pay to the City costs incurred by the City in processing the vacation request.
- G. Payment of the determined amount of compensation must be tendered to the City Council prior to final consideration of the ordinance vacating the property. In the event that final passage of the ordinance is not granted, the deposited amount (exclusive of the application fee) shall be refunded to the petitioner.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel

Reviewed by: Jim Karch, PE CFM, Director of Public Works

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Recommended by:



David A. Hales
City Manager

Attachments: Ordinance

Motion: Approve an ordinance Amending the City Code, Chapter 24 and Adopting a Policy on Street & Alley Vacations.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Hauman				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman Lower				Alderman Buragas			
Alderman Painter							
				Mayor Renner			

ORDINANCE 2016 - ____

**AN ORDINANCE AMENDING THE CITY CODE AND
ADOPTING A POLICY ON STREET & ALLEY VACATIONS**

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

SECTION 1. That Chapter 24, Section 2.12 of Division II of the Bloomington City Code, 1960, as amended, shall be further amended as follows (unless otherwise noted, additions are indicated by underlines; deletions indicated by strikeouts):

Chapter 24: Section 2.12: Vacation of Plats.

In accordance with State law, any plat or part thereof may be vacated by the owner of the parcel, at any time before the sale of any lot therein, by written vacation instrument to which a copy of the plat is attached. If there are public service facilities in any street, or other public way, or easement shown on said plat, the instrument shall reserve to the City or other public entity or public utility owning such facilities the property, rights-of-way, and easements necessary for continuing public service by means of those facilities and for maintaining or reconstructing the same. If there are no public service facilities in any street or easement, then those streets and easements shall be vacated without any reservation for utilities. The vacation instrument shall be approved by the City Council in the same manner as plats of subdivision code, and shall also be approved by the public utilities involved. In the case of platted parcels wherein any lots have been sold, the written instrument must also be signed by all the owners of the lots in said parcel. In case where a public right-of-way, street or alley is to be vacated, a public hearing shall first be required to be held by the City Council and the vacation shall be done in accordance with the City's Policy on Street & Alley Vacations ~~a public hearing or such vacation shall be held by the Planning Commission.~~

SECTION 2. That the Policy on Street & Alley Vacations, attached hereto as Exhibit A, shall be adopted, implemented, and utilized by City staff and the City Council in making and processing street and alley vacations.

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

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

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

SECTION 6. This ordinance shall be effective upon its passage and publication.

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

PASSED this ____ day of April, 2016.

APPROVED this ____ day of April 2016.

APPROVED:

Tari Renner, Mayor

ATTEST:

Cherry Lawson, City Clerk

EXHIBIT A
CITY OF BLOOMINGTON
STREET AND ALLEY VACATION POLICY

I. PURPOSE

The purpose of this policy is to establish a uniform method for vacating public streets and alleys. Vacating and conveying these unneeded, and in many instances, unused parcels to the adjoining property owners would save the City miscellaneous maintenance costs and also put the land back on the tax rolls. The majority of the conveyances will be in residential areas. However, occasionally there will be parcels zoned commercial and industrial.

II. POLICY

It is the policy of the City of Bloomington to grant vacation of a street or alley when it is determined both that such right-of-way is not needed presently or in the future for public access (including vehicular, pedestrian, and visual access) and that such vacation advances the public good. All of the following policies should be met prior to the vacation of a street or alley.

- A. The proposed vacation should be determined to be necessary to the public good either in terms of needed development or when such vacation will result in a better or more desirable situation. In some instances, a more desirable situation may be a better road pattern in terms of safety.
- B. The right of way must be determined to be of no value to the City (excluding any market value) either now or in the foreseeable future. Such finding shall be based on significant, related criteria, such as prior use or disuse, potential for future municipal use, need for existing or contemplated public utilities, perceived damage or potential damage to adjacent or nearby property owners and the City's willingness to assume liability for same.
- C. The proposed vacation must not have a significant adverse effect on the security, accessibility or operations of nearby land uses. Projects that propose to dead-end an alley or street in the middle of the block, turn out street traffic through an alley, vacate half the width of a street or alley, create an irregular right of way line or superlot, or vacate air rights, will not be granted.
- D. Generally, right-of-way adjacent or leading to any park, open space, view, natural area, or any other natural or man-made attraction shall not be vacated. This determination shall be made on a case-by-case basis.

Vacation is not guaranteed even if 100% of the adjoining owners request the vacation.

III. PROCEDURES

The length of time to process a street or alley vacation depends largely on the number of issues needing to be resolved and current workload/resource levels. The following procedures are applicable:

- A. A pre-application meeting is optional at the discretion of the Director of Public Works. Before the submission of a request for a street or alley vacation, the applicant may meet

with the staff of the Engineering Division of Public Works. The applicant is encouraged to do so in order to be informed of the City policies regarding street and alley vacations and to have explained the application submission requirements and procedures.

- B. A petition for a street or alley vacation shall be submitted to the City Clerk's Office and must include the following: (1) description of the area to be vacated; (2) the property owner(s) making the request; (3) a map of the street or alley sought to be vacated; (4) the reasons for the vacation and any property owners adjoining the proposed vacation who are not participating in the application; (5) a certification by the petitioner that no property will be damaged by the vacation of any street or alley and no damages owed in accordance with Section 11-91-1 of the Illinois Municipal Code; and (6) an agreement to indemnify the City from any claims associated with the vacation.
- C. The City Manager, in consultation with the Department of Public Works, shall review the request for vacation as it relates to the goals and objectives of the City, compatibility with adjacent land uses, potential rezoning of the vacated street, aesthetic considerations and other related issues, including specifically that the property is no longer needed and serves no valid public purpose. After the review process, the City Manager shall forward the matter to the City Council with the staff recommendation. The City Council shall hold a public hearing, in accordance with Section D below, on the matter prior to the City Council taking final action on the request.
- D. No ordinance shall be passed vacating any street or alley without notice and a public hearing before the City Council. At least 15 days prior to such hearing, notice of its time, place and subject matter shall be published in a newspaper of general circulation with the area which the street or alley proposed for vacation serves. Notice shall also be mailed, via certified mail, to all adjoining property owners. At the hearing all interested persons shall be heard concerning the proposal for vacation.
- E. Prior to final action by the City Council of a petition to vacate, all adjoining or adjoining property owners, as well as all utility providers, shall be sent notice of the date and time of the meeting where the proposed vacation by certified mail, postage prepaid, return receipt requested. This notice may be combined with the notice of public hearing. In addition, any meetings and/or hearings publicly continued from the date noticed shall not require additional notices.
- F. The City Council may grant the petition to vacate the street or alley by ordinance, by a three-fourths vote, with or without conditions, or the City Council may deny the petition.
- G. Where appropriate and as recommended by the City Manager, ordinances vacating streets or alleys shall contain a provision retaining or requiring conveyance of easements for construction, repair and maintenance of existing and future public utilities and services.
- H. In addition to a property owner initiating a petition for vacation, the City Manager may also propose the vacation of a public street or alley. In such cases, no application or appraisal fees shall be due (unless an appraisal is requested by the property owner) and the fair market value shall be determined as set forth in Section IV(C) unless waived in accordance Section IV(E). Prior to the vacation of any such street or alley, notice must be provided as set forth in Section V(E) and the requisite findings made in Section II. Said vacation shall further only be valid if the adjacent property owner(s) accept the fair market value and counter-sign the ordinance vacating the property to said owner(s).



CONSENT AGENDA ITEM NO. 7.K

FOR COUNCIL: August 23, 2021

SPONSOR: Public Works Department

WARD IMPACTED: Ward 8

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

RECOMMENDED MOTION: The proposed Ordinance be approved, subject to the petitioner providing the required sureties.

STRATEGIC PLAN LINK:

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

STRATEGIC PLAN SIGNIFICANCE:

- Objective 4b. Upgraded quality of older housing stock
- Objective 3c. Revitalization of older commercial homes

BACKGROUND: Public Works is recommending an Ordinance approving the Final Plat of the Davis Block Subdivision, subject to the petitioner providing the necessary sureties.

Davis Block Subdivision is located North of Washington Street and East of Mercer Avenue. The proposed final plat facilitates the creation of 9 residential lots and one outlot. The lot configuration is consistent with the Subdivision's Preliminary Plan approved by Council on April 26, 2021. The existing Parcel Identification Number (PIN) for the property being subdivided is 21-02-151-002.

The zoning in this area is R1-B, Single-Family Residential District. Approval of this final plat will facilitate new residences. The proposed use is permitted in this zoning district. The final plat complies with City engineering standards (Manual of Practice and Chapter 24 of City Code). City staff has no objections to the plat. This is a Tier 1 Infill Redevelopment priority area and the new development primarily utilizes existing City facilities and infrastructure.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Julia Davis as Attorney for Dewitt Farms, LLC.

FINANCIAL IMPACT: Dewitt Farms, LLC., paid all survey and plat costs. Sureties are due as part of this subdivision. See tap-on/surety attachment for additional information. Approval of the Final Plat will facilitate the construction of new residential housing.

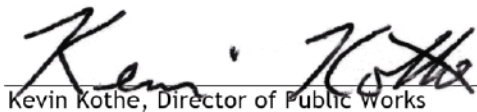
COMMUNITY DEVELOPMENT IMPACT: Goal H-1. Ensure the availability of safe, attractive and high-quality housing stock to meet the needs of all current and future residents of Bloomington. Objective, H-1.1 Ensure that the housing to accommodate the new growth is a broad range (of types, sizes, ages, densities, tenancies and costs) equitably distributed

throughout the City recognizing changing trends in age-group composition, income, and family living habits. Objective UEW-1.2b Prioritize new development where City services are available or can be extended efficiently and economically. The subject property is Tier 1, Infill Development Priority.

Respectfully submitted for Council consideration.

Prepared by: Tony Meizelis, Civil Engineer I

Reviewed by:



Kevin Kothe, Director of Public Works

8/10/2021



Melissa Hall, Economic and Community Development Director

8/13/2021



Chris Tomertin, Budget Manager

8/15/2021

George Boyle

George Boyle, Assistant Corporation Counsel

8/16/2021



Tara Henry, Legislative Assistant & Records Manager

8/18/2021

Attachments:

- PW 2B Ordinance and Legal Description_Davis Block Subdivision Final Plat Ordinance
- PW 2C Final Plat_Davis Block Subdivision Final Plat Ordinance
- PW 2D Owners Petition_Davis Block Subdivision Final Plat Ordinance
- PW 2E County Clerk Certificate_Davis Block Subdivision Final Plat Ordinance
- PW 2F Owners Certificate_Davis Block Subdivision Final Plat Ordinance
- PW 2G School District Certificate_Davis Block Subdivision Final Plat Ordinance
- PW 2H Final Plat Checklist_Davis Block Subdivision Final Plat Ordinance
- PW 2I Final Plat Map_Davis Block Subdivision Final Plat Ordinance
- PW 2J Tap On Memo_Davis Block Subdivision Final Plat Ordinance
- PW 2K Drainage Statement_Davis Block Subdivision Final Plat Ordinance

ORDINANCE NO. 2021 - ____

AN ORDINANCE APPROVING THE FINAL PLAT OF DAVIS BLOCK SUBDIVISION

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of Davis Block Subdivision, dated August 5, 2021, legally described in Exhibit A, attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition requests the following exemptions or variations from the provisions of the Bloomington City Code, 1960, as amended: Waiver of requirement to construct public sidewalk along East side of Mercer Avenue adjacent to Proposed Lot 1 and Outlot A; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided, and the Final Plat attached to said Petition was prepared in compliance with requirements of the Bloomington City Code except for said requested exemptions and/or variations; and

WHEREAS, said exemptions and/or variations are reasonable and in keeping with the intent of the Land Subdivision Code, Chapter 24 of the Bloomington City Code, 1960, as amended;

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

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

SECTION 2. The Final Plat of Davis Block Subdivision, dated August 5, 2021, is hereby approved.

SECTION 3. This ordinance shall be effective immediately after the date of its passage and approval.

SECTION 4. This ordinance is passed and approved pursuant to the home rule authority granted by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 23rd day of August 2021.

APPROVED this ____ day of August 2021.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

Exhibit "A"
(Final Plat)

LEGAL DESCRIPTION:

A part of the Southwest 1/4 of the Northwest 1/4 and a part of the Northwest 1/4 of the Southwest 1/4 of Section 2, Township 23 North, Range 2 East of the Third Principal Meridian, being more particularly described as follows:

Beginning at a point on the North line of the Southwest 1/4 of said Section 2, 30.01 feet east of the Northwest corner of said Southwest 1/4, said line also being the North line of Mercer Davis Addition according to the plat thereof recoded in Plat Book 12, page 82 in the Office of the McLean County Recorder; thence South $87^{\circ} 11' 43''$ East along the said North line, 336.34 feet to a point; thence South $00^{\circ} 59' 01''$ West, 54.05 feet to the Northwest corner of Bellemont Subdivision according to the plat thereof recoded in Plat Book 16, page 605 in the Office of the McLean County Recorder; thence South $87^{\circ} 12' 06''$ East along the North line of said Bellemont Subdivision, 365.70 feet to the Northeast corner of Lot 16 in said Bellemont Subdivision; thence North $00^{\circ} 57' 16''$ East along the West line of Lot 17 in said Bellemont Subdivision and the West line of Lot 76 in the Fourth Addition to Bellemont Subdivision according to the plat thereof recoded as document number 1976-10657 in the Office of the McLean County Recorder, 327.99 feet to the Northwest corner of said Lot 76; thence North $87^{\circ} 11' 16''$ West along the South line of Lot 77 in said Fourth Addition to Bellemont Subdivision and the South line of Canterbury Subdivision according to the plat thereof recoded as document number 1973-12221 in the Office of the McLean County Recorder, 731.25 feet to a point on the West line of said Section 2, said line also being the East line of Country Club Place Addition according to the plat thereof recoded in Plat Book 11, page 4 in the Office of the McLean County Recorder; thence South $01^{\circ} 07' 00''$ West along the West line of said Section 2, 138.88 feet to the Southeast corner of Lot 27 in said Country Club Place Addition; thence along a non-tangent curve to the right having a radius of 322.77 feet, an arc length of 140.43 feet, a chord bearing of South $11^{\circ} 18' 59''$ East and a chord length of 139.33 feet, to the Point of Beginning, containing 4.991 acres, more or less, in McLEAN COUNTY, ILLINOIS.

PIN: 21-02-151-002

DAVIS BLOCK SUBDIVISION

PART NW 1/4 & PART SW 1/4, SEC. 2-23N-2E, 3RD P.M.
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF McLEAN)

I, Leslie Yocum, City Clerk of the City of Bloomington, Illinois, do hereby certify that the foregoing is a complete copy of an original final plat of the Davis Block Subdivision, presented, passed and approved at a regular meeting of said City Council held on the _____ day of _____, 20____, by an affirmative vote of the majority of all members selected to said Council, the vote having been taken by yeas and nays and entered on the record of the proceedings of said Council.

Witness my hand and seal of said City of Bloomington, this _____ day of _____, A.D. 20____.

City Clerk

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF McLEAN)

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

Dated at Bloomington, Illinois, this _____ day of _____, A.D. 20____.

City Engineer

OWNER
DENTIT FARMS, LLC
IRON BLOCK, MANAGER
2108 INLET DRIVE
FORT LAUDERDALE, FL 33316
PH: (954) 614-1945

DEVELOPER
IRON BLOCK
2108 INLET DRIVE
FORT LAUDERDALE, FL 33316
PH: (954) 614-1945

REGENCY PLACE ADDITION
(DOC#1982-4397)
[A PART OF LOT 77,
BELLEFONT SUB 4TH ADD.]

STATE OF ILLINOIS)
COUNTY OF McLEAN)

I, Jeremy C. Schrock, Illinois Professional Land Surveyor Number 3893, do hereby certify that I have surveyed, in accordance with the laws of the State of Illinois, and with the Ordinance of the City of Bloomington, for DENTIT FARMS, LLC, the following described property to wit:

A part of the Southwest 1/4 of the Northwest 1/4 and a part of the Northwest 1/4 of the Southwest 1/4 of Section 2, Township 23 North, Range 2 East of the Third Principal Meridian, being more particularly described as follows:

Beginning of a point on the North line of the Southwest 1/4 of said Section 2, 30.01 feet east of the Northeast corner of said Southwest 1/4, said line also being the North line of Mercer Davis Addition according to the plat thereof recorded in Plat Book 12, page 62 in the Office of the McLean County Recorder; thence South 87° 11' 47" East along the said North line, 336.34 feet to a point; thence South 02° 00' 00" West, 44.01 feet to the Northwest corner of Bellefont Subdivision according to the plat thereof recorded in Plat Book 14, page 465 in the Office of the McLean County Recorder; thence South 87° 17' 00" East along the North line of said Bellefont Subdivision, 363.75 feet to the Northeast corner of Lot 16 in said Bellefont Subdivision; thence North 02° 34' 17" East along the West line of Lot 17 in said Bellefont Subdivision and the West line of Lot 18 in the fourth Addition to Bellefont Subdivision according to the plat thereof recorded as document number 1974-0457 in the Office of the McLean County Recorder; 327.71 feet to the Northwest corner of said Lot 17; thence North 87° 11' 47" West along the South line of Lot 17 in said fourth Addition to Bellefont Subdivision and the South line of Canterbury Subdivision according to the plat thereof recorded as document number 1974-2221 in the Office of the McLean County Recorder; 721.25 feet to a point on the West line of said Section 2, said line also being the East line of County Club Place Addition according to the plat thereof recorded in Plat Book 11, page 4 in the Office of the McLean County Recorder; thence South 01° 01' 07" West along the West line of said Section 2, 138.88 feet to the Southeast corner of Lot 27 in said County Club Place Addition; thence along a non-adjacent curve to the right having a radius of 322.77 feet, on a bearing of 140.41 feet, a chord bearing of South 17° 18' 39" East and a chord length of 18.33 feet, to the point of beginning, containing 4.91 acres, more or less, in McLEAN COUNTY, ILLINOIS.

Further certify that I have subdivided the same into nine (9) lots, one (1) outlier and street as shown on the attached plat.

For monuments identify all corners as shown on said plat and all measurements are given in feet and decimals thereof. All streets and easements designated on said plat are dedicated for public use.

Said subdivision is to be known as the Davis Block Subdivision, City of Bloomington, McLean County, Illinois.

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

Further certify that this subdivision is not within a flood hazard area as designated by FEMA according to the FEMA flood map number 171020202C, effective date of July 16, 2005.

Further certify that this professional service conforms to the current Illinois minimum standards for a boundary survey.

Dated this 31st day of August, 2021.

Land Engineers, LLC
340 Greyhound Road
Bloomington, Illinois 61704

by
Jeremy C. Schrock, Illinois
Professional Land Surveyor No. 3893



- LEGEND**
- PROPERTY LOT LINE
 - EASEMENT LINES
 - DRAINAGE EASEMENT
 - FRONT YARD BUILDING SETBACK
 - RECORDED
 - FOUND IRON PIPE
 - FOUND IRON ROD
 - DRILL HOLE IN CONCRETE
 - SET 3/4" IRON PIN W/ PLASTIC CAP
 - I.P.L.S.#3893 (UNLESS OTHERWISE NOTED)*
 - *ADDITIONAL PINS TO BE SET AFTER CONSTRUCTION OF PUBLIC IMPROVEMENTS.

CURVE TABLE

CURVE	CHORD	LENGTH	RADIUS	DELTA	CHORD BEARING
C1*	139.33'	140.43'	322.77'	24°55'43"	S11°18'58"E
C2	35.91'	40.06'	25.00'	91°49'17"	N46°53'40"E
C3	21.21'	21.68'	30.00'	41°24'30"	S66°29'24"E
C4	75.00'	229.35'	50.00'	262°49'09"	N02°48'19"E
C5	21.21'	21.68'	30.00'	41°24'35"	S72°06'01"W
C6	122.01'	136.22'	85.00'	91°49'17"	S48°53'40"W
C7	15.00'	15.00'	322.77'	239°46'	S22°26'58"E
C8	124.65'	125.43'	322.77'	22°10'36"	S09°59'06"E
C9	35.36'	36.14'	50.00'	41°24'35"	S66°29'24"E
C10	64.42'	70.00'	50.00'	80°23'51"	N55°41'53"E
C11	94.32'	123.22'	50.00'	141°11'44"	N58°00'24"W
C12	26.35'	26.48'	50.00'	191°13'33"	S63°12'22"W
C13	68.04'	70.00'	85.00'	47°11'00"	S00°00'53"W
C14	37.43'	37.74'	85.00'	25°26'19"	S13°42'11"W
*C1	139.16'	140.26'			S11°23'20"

STAMP

REVISIONS

NO.	DATE	DESCRIPTION
1	08/31/21	ISSUED FOR PERMIT
2	09/01/21	FOR RECORD

SCALE 1" = 30'

DRAWN BY JCS

CHECKED BY JCS

DATE 8/31/21

DATE 9/2/21

DAVIS BLOCK SUBDIVISION

A PART OF THE NW 1/4 & A PART OF THE SW 1/4

SECTION 2, T.23N.-R.2E., 3rd P.M.

CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS

FINAL PLAT

PROJECT

Land Engineers, LLC

1544 East Main Street, Suite 200
Bloomington, IL 61704
304-527-4544 (CELL) 304-527-4544 (HOME)
Fax: 304-527-4544

PROJECT NO. 18-000022

PROJECT NO. 017035

PLAN SET DATE

SHEET NUMBER

1

State of Illinois)
)ss.
County of McLean)

Now come(s) Julia Davis as Attorney for Dewitt Farms LLC,

1. That your petitioner(s) is (are) the owner(s) of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit(s) A which is attached hereto and made a part hereof by this reference, of is are) a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;

By: [REDACTED]

Exhibit "A"
(Final Plat)

LEGAL DESCRIPTION:

A part of the Southwest 1/4 of the Northwest 1/4 and a part of the Northwest 1/4 of the Southwest 1/4 of Section 2, Township 23 North, Range 2 East of the Third Principal Meridian, being more particularly described as follows:

Beginning at a point on the North line of the Southwest 1/4 of said Section 2, 30.01 feet east of the Northwest corner of said Southwest 1/4, said line also being the North line of Mercer Davis Addition according to the plat thereof recoded in Plat Book 12, page 82 in the Office of the McLean County Recorder; thence South 87° 11' 43" East along the said North line, 336.34 feet to a point; thence South 00° 59' 01" West, 54.05 feet to the Northwest corner of Bellemont Subdivision according to the plat thereof recoded in Plat Book 16, page 605 in the Office of the McLean County Recorder; thence South 87° 12' 06" East along the North line of said Bellemont Subdivision, 365.70 feet to the Northeast corner of Lot 16 in said Bellemont Subdivision; thence North 00° 57' 16" East along the West line of Lot 17 in said Bellemont Subdivision and the West line of Lot 76 in the Fourth Addition to Bellemont Subdivision according to the plat thereof recoded as document number 1976-10657 in the Office of the McLean County Recorder, 327.99 feet to the Northwest corner of said Lot 76; thence North 87° 11' 16" West along the South line of Lot 77 in said Fourth Addition to Bellemont Subdivision and the South line of Canterbury Subdivision according to the plat thereof recoded as document number 1973-12221 in the Office of the McLean County Recorder, 731.25 feet to a point on the West line of said Section 2, said line also being the East line of Country Club Place Addition according to the plat thereof recoded in Plat Book 11, page 4 in the Office of the McLean County Recorder; thence South 01° 07' 00" West along the West line of said Section 2, 138.88 feet to the Southeast corner of Lot 27 in said Country Club Place Addition; thence along a non-tangent curve to the right having a radius of 322.77 feet, an arc length of 140.43 feet, a chord bearing of South 11° 18' 59" East and a chord length of 139.33 feet, to the Point of Beginning, containing 4.991 acres, more or less, in McLEAN COUNTY, ILLINOIS.

COUNTY CLERK'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

I, Kathy Michael, County Clerk of McLean County, State of Illinois, do hereby certify that on the 16 day of July, 20 , there were no delinquent general or special assessments unpaid, special assessments or delinquent special assessments unpaid against the tract of land shown on the plat attached to this certificate and described in the certificate of the Surveyor attached hereto and to said Plat.

Kathy Michael

County Clerk, McLean County, Illinois

21-02-151-002

OWNER'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, hereby certify that we are the owners of all the premises embodied in the attached Plat of Davis Block Subdivision to the City of Bloomington, McLean County, Illinois, and that we have caused said Plat to be made and that it is a true and correct plat of "Davis Block" Subdivision to the City of Bloomington, McLean County, Illinois as laid off in lots and streets by Jeremy Schreck, Registered Illinois Land Surveyor Number 3895; and we, the undersigned, hereby dedicate and set apart to the City of Bloomington for general utility purposes, (and further dedicated the public use areas as shown on said Plat)*

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this
15th day of July, 2021.


Julia Davis as Attorney for Dewitt Farms, LLC Owner/Developer (Seal)

*where dedication is required under Section 3.5.

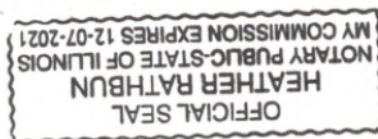
State of Illinois)
)ss.
County of McLean)

I, Heather Rathbun, a Notary Public in and for the county and State aforesaid, do hereby certify that Julia Davis as Attorney for Dewitt Farms, LLC Owner/Developer personally known to be the same person whose name is subscribed to the foregoing owner's statement, appeared before me, this day, in person and acknowledged the execution of this statement as her free and voluntary act.

Given under my hand and notarial seal this 15th day of July, 2021.

Heather Rathbun
Notary Public

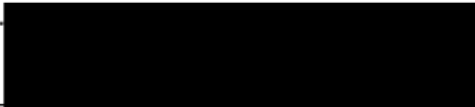
My commission expires _____.



SCHOOL DISTRICT CERTIFICATE

This is to certify that I, Julia Davis as Attorney for Dewitt Farms LLC as Owner/Developer of the property herein described in the Surveyor's Certificate, which will be known as Davis Block Subdivision, to the best of my knowledge, is located within the boundaries of Community Unit School District # 87 in McLean County, Illinois.

Dated this 14th day of July, 2021.


Owner/Developer

State of Illinois)
)ss.
County of McLean)

I, Heather Rathbun, a Notary Public in and for the county and State aforesaid, do hereby certify that Julia Davis personally known to be the same person whose name is subscribed to the foregoing owner's statement, appeared before me, this day, in person and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 14th day of July, 2021.

Heather Rathbun
Notary Public

My commission expires 12-07-2021.

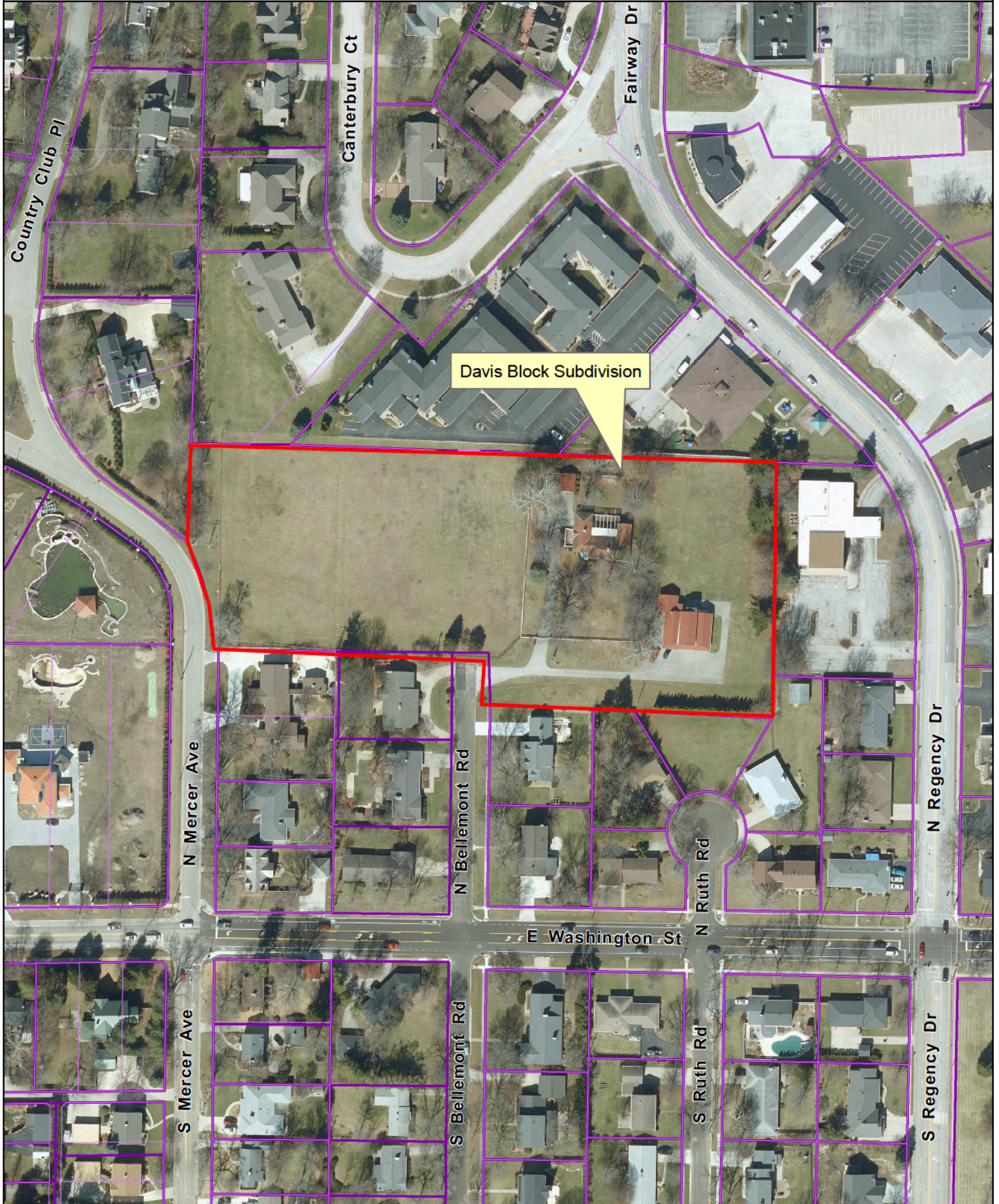




Davis Block Subdivision Final Plat Checklist

Date Prepared: 8/2/2021

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



MEMORANDUM

August 2, 2021

To: Kimberly Smith, Assistant Director, Economic and Community Development
From: Anthony J. Meizelis, P.E.
Subject: Davis block Subdivision
Performance Guarantees and Tap-On Fees

The following are the Performance Guarantee and Tap On fees required from the developer before releasing for recording the final plat: **Davis Block Subdivision**. The final plat will be considered for approval by the City Council at the August 23, 2021 meeting.

A. Performance Guarantee:

110% of all uncompleted public improvement construction costs: \$ 594,340.77
Total Bond Amount Required \$ 594,340.77

B: Tap-On Fees:

There are tap-on fees due:

		<u>Code</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
1	Park Land	24104100-57320	\$10,472.00	\$0.00	\$10,472.00
	Total		\$10,472.00	\$0.00	\$10,472.00

- Area: 4.99 acres, 9 Lots
- 1) Parkland Fee: (9 Domestic Units) * (2.34 Population Equivalent/DU)*(10 acres / PE)*(\$49,723.65/Acre[Fair Market Value of Land]);
Fair market value of land based on 3X the EAV of land from <http://wevaluebloom2-001-site1.etempurl.com/assessments.aspx?ParcelID=21-02-151-002> – (\$82,707*3/4.99 acres)

C: Guarantee Substandard Street Improvement:

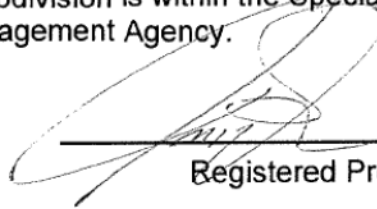
Not Applicable

cc: Kevin Kothe, Director of Public Works
Craig Shonkwiler, City Engineer
Chris Tomerlin
file

DRAINAGE STATEMENT

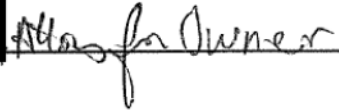
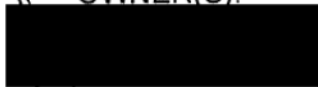
Jeremy C. Schreck, Registered Professional Engineer, and Dewitt Farms, LLC being the owner(s) of the premises heretofore platted by Jeremy C. Schreck, Illinois Professional Land Surveyor No. 3895 to be and become the Davis Block Subdivision in the City of Bloomington, McLean County, Illinois do hereby certify that to the best of their knowledge and belief, the drainage of surface waters will not be changed by the construction of said Subdivision or any part thereof; or that if such surface water drainage will be changed, reasonable provisions have been made for collection and diversion of such surface waters into public areas or drains which the owner has a right to use and that such surface waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining property because of the construction of the Subdivision.

I further certify that no portions of said subdivision is within the Special Flood Hazard Area, as identified by the Federal Emergency Management Agency.



Registered Professional Engineer

OWNER(S):





CONSENT AGENDA ITEM NO. 7.L

FOR COUNCIL: August 23, 2021

SPONSOR: City Clerk Department

WARD IMPACTED: Ward 6

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

RECOMMENDED MOTION: The proposed License be approved.

STRATEGIC PLAN LINK:

-Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Barmania, LLC, Applicant, will be located at 612 N. Main St. in the location downtown historically known as Drifters, last operated by Hurly Consolidated Enterprises, LLC. The Applicant has requested a Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) liquor license, which would allow the sale of all types of alcohol by the glass for consumption on premises seven (7) days a week. If the Applicant obtains a license, they also intend to operate under the d/b/a of Drifters.

The Applicant appeared before the Liquor Commission on August 10, 2021, where the Commission unanimously sent the item to Council with a positive recommendation (draft minutes attached).

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, on July 31, 2021, a public notice was published in *The Pantagraph*. 50 notices were mailed to properties adjacent to the applicant property.

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

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

Respectfully submitted for Council consideration.

Prepared by: Amanda Stutsman, Deputy Clerk

Reviewed by:


Leslie Yocum, City Clerk

8/16/2021


Chris Tomertlin, Budget Manager

8/16/2021

George Boyle
George Boyle, Assistant Corporation Counsel

8/17/2021


Tara Henry, Legislative Assistant

8/18/2021

Attachments:

- CLK 1B Liquor_License_Application_Barmania (Drifters)_Class TAS__Redacted
- CLK 1C DRAFT 08-10-21 DRAFT Liquor Commission Minutes_Drifters

August 13, 2021

City Clerk Requirement Verification

Memo To: City Council Review

Re: Legal Name: Barmania, LLC

D/B/A Name: Drifters

Dear Reviewer,

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

- Articles of Organization for Barmania, LLC
- Articles of Assumed Name for Drifters
- Proof of Good Standing with the State of Illinois
- Financial Documentation: 2020 Tax Return
- A Lease between Ann Dona and Barmania, LLC for the term 07/31/2021 to 07/31/2026
- Letter of Intent from Snyder Insurance Agency, Inc. that they will provide Liquor Liability Insurance (DRAM Shop) if the license is approved.
- Bloomington/Normal Food and Beverage Tax Registration Form
- BASSET Certification for Patricia Houston, Owner

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

Respectfully,

Amanda Stutsman
Deputy City Clerk

Amanda Stutsman

From: Tanya Lanham [REDACTED]
Sent: Wednesday, July 21, 2021 4:46 PM
To: Amanda Stutsman
Subject: Re: Barmania, LLC DBA: Drifters Application

Thank you.

Page 2 should have been yes, they can verify

Page 3, never hit me that past 12 am is the next day, yes I would like to amend that to TAS

Do I need to get on-line and amend this???

Tanya Lanham
[REDACTED]

Executive Paralegal to

Richard T. Marvel
Attorney at Law
221 East Front Street
Bloomington Illinois 61701
Phone 309-807-2885

From: Amanda Stutsman <astutsman@cityblm.org>
Date: Wednesday, July 21, 2021 at 4:40 PM
To: Tanya Lanham [REDACTED]
Subject: Barmania, LLC DBA: Drifters Application

Good afternoon,

As promised, I've completed an initial review of the documents for Barmania, LLC DBA Drifters liquor license application. Attached is the application fee invoice.

I have a few clarification questions below:

Application

- ☐ Page 2, under Business Owner/Operator, question 1 stated that the applicant verified that all owners have never been convicted of a felony; have never been convicted of a violation concerning manufacture, possession or sale of alcohol; and have never been convicted of pandering. All three were marked 'no' meaning the applicant cannot verify this. Is that correct?
- ☐ Page 3, Nature of License and Hours of Operation: Applicant is applying for a TA (Tavern, All Types of Alcohol) liquor license and is not requesting Sunday sales. However, the hours of operation list Saturday from 5:00 pm until 2:00 am – if the TA license was approved, the establishment would have to close at midnight on Saturday and not 2:00 am on Sunday. Is this agreeable or would you like to amend the application to a TAS (Tavern, All Types of Alcohol, and Sunday Sales) liquor license? The addition of Sunday Sales costs \$550 annually.

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

Sincerely,

Amanda Stutsman (Mohan)

Deputy City Clerk

City Clerk Department

City of Bloomington

115 E. Washington St., Ste 103

Bloomington, IL 61701

(309) 434-2287



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



Liquor License Application

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

Legal Entity Name (Corporate/LLC Name)	Barmania, LLC
Doing Business As (DBA) OR Establishment Name <i>(Assumed names must be registered with the State of Illinois)</i>	Drifters
Legal Entity Address (including City, State, and Zip)	1906 S. Morris, Unit 1, Bloomington, IL 61704
Legal Entity Phone Number	309-831-6984
Legal Entity Email Address	pahoust@yahoo.com
Establishment Address including Zip	612 N. Main Street, Bloomington, IL 61701
Establishment Phone Number	309-831-6984
Establishment Email Address	pahoust@yahoo.com
*Email Address for <u>ALL</u> City Communications:	pahoust@yahoo.com

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

BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

Primary Contact:

Name (First & Last)	City	State	Zip
Patricia Houston	Bloomington	Illinois	61704
Phone Number	Email Address		

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

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

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

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

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

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

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

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

Status of Business Information:

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

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

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

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

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

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

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



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

Nature of License:

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

Impact of Establishment:

- What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	NA	NA
Tuesday:	5pm	2am
Wednesday:	5pm	2am
Thursday:	5pm	2am
Friday:	5pm	2am
Saturday:	5pm	2am
Sunday:	NA	NA
- Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.)
Commercial
 2A. If there are office or commercial buildings nearby, approximately what are their hours of operation?
10am to 11pm
 2B. Is the area predominately residential, are they single or multi-family homes?
No
- Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.)
Main Street runs in front of the building and it is a one-way and one lane. b North East Street also runs in front of the building and is 3 lanes one way with an additional turn lane.
- How much additional traffic is expected to be generated with a liquor license? _____
Moderate
- Describe any and all on- and off-street parking:
There are approx 30 parking spaces lining the street in front of the business with additional parking on Main Street
- How many establishments with liquor licenses are located within 500 ft. of the establishment? 6



Responsibility:

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

Please provide any additional information significant to this application:

Additional License Interests:

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

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

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

I, the undersigned, swear or affirm that:

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

Patricia Houston

Member

Name (Please Print)

Title

Signature

July 13, 2021

Date

Owner Information

Patricia Houston

[REDACTED]

Bloomington, IL 61704

Age: [REDACTED]

Ownership Interest: 100%

The following item was presented:

Item 5.E. Consideration and action on an Application from Barmania, LLC, d/b/a Drifters, to be located at 612 N. Main St., requesting a Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

Rich Marvel, Attorney on behalf of Barmania, LLC, after being sworn, addressed the Commission. He explained that the intent was to operate a high-quality dance club for adults. The establishment would employ 25 staff members including door security and security that monitored the floor. He noted that management would be on premises at all times and that managers and servers would be BASSET trained. He explained that the existing location was previously operated as a nightclub and that, while the new ownership intended to keep the name Drifters, there was no acquisition of assets or affiliation with previous owner. Mr. Marvel explained that the establishment was in the process of completing inspections and updating the front of the establishment. He stated that the business model and lease were contingent upon a liquor license. He noted that Patricia Houston, Owner, was also present. He stated that the establishment would be the first tavern she would own, that she had never held a liquor license, and that she was obtaining counsel from individuals who have run similar successful businesses.

Commissioner Mwilambwe asked if anyone would like to speak for or against the application. No individuals came forward.

George Boyle, Assistance Corporation Counsel, asked Mr. Marvel to confirm the hours of operation. Mr. Marvel reiterated the hours and noted that the establishment would only remain open until 2:00 a.m. on the days permitted by City Code.

Mr. Boyle asked if food would be served. Mr. Marvel confirmed no food would be served, but they would have ice, which required a health permit.

Mr. Boyle asked if the establishment had a manager present. Mr. Marvel stated that Ms. Houston, Owner, was the manager.

Commissioner Meister asked if there would be live music. Mr. Marvel confirmed there may be live music.

Commissioner Meister confirmed the closing hours as 1:00 a.m. on Tuesday through Thursday and 2:00 a.m. on Friday and Saturday. She then stated that, historically, the location had safety concerns. She asked how the applicant would address such concerns. Mr. Marvel stated the owner intended to enforce a strict dress code and would not permit loitering. He stated that, to mitigate any potential issues at closing time, the establishment will have a security manager and increased door security.

Commissioner Mwilambwe asked Mr. Marvel to elaborate dress code restrictions. Mr. Marvel explained that staff would be cognizant of gang paraphernalia.

Commissioner Jordan asked for further explanation. Mr. Marvel elaborated that patrons would not be allowed to wear gang items, hats, or inappropriate clothing.

Commissioner Jordan echoed similar safety concerns that Commissioner Meister mentioned. He then asked if there would be additional security at closing time. Mr. Marvel stated the closing time would have heightened security.

Commissioner Jordan asked Mr. Boyle about a moratorium on liquor licenses. Mr. Boyle confirmed there was not a moratorium.

Mr. Marvel stressed that the ownership and management team were highly focused on security.

Commissioner Mwilambwe asked the type of targeted clientele. Mr. Marvel stated the target market would be young adults and college kids.

Commissioner Jordan asked what methods would be used to check identification ("ID"). Mr. Marvel stated security would perform visual ID checks and the owner also installed security cameras.

Patricia Houston, Owner, after being sworn, address the Commission.

Mr. Boyle asked Ms. Houston to provide information on her background. Ms. Houston stated that she had a bachelor's in education and had worked as a teacher, but that she currently worked as a loan officer.

Mr. Boyle asked her to explain the business model. Ms. Houston explained that this was a brand-new opportunity and that she sought to support and grow the Downtown area. She explained that she was a local and that her experienced management team were BASSET certified. Mr. Boyle asked the names of the management team. Ms. Houston responded she would hire Carri-Ann Houston, Wendy Miller, and Courtney Bowen who were all basset trained and currently employed as bartenders or servers. She explained that she continued to receive counsel on business experience from Nick Hurley, the original owner of Drifters.

Mr. Marvel confirmed that Mr. Hurley was a consultant and that the establishment had no connect with the most recent ownership.

Commissioner Jordan asked if there would be any employees retained from the most recent ownership. Mr. Marvel confirmed that none would be retained but that some staff from Mr. Hurley's ownership have expressed interest in returning.

Commissioner Meister asked the occupancy of the establishment. Mr. Marvel stated that he did not have exact number, but that occupancy would be closely monitored.

Commissioner Meister expressed her appreciation on the intent of the owner to try something new but that the decision to keep the name, Drifters, people may continue to associate it with the previous Drifters.

Commissioner Mwilambwe confirmed with Mr. Marvel that the lease was contingent on the approval of a liquor license.

Council Member Meister made a motion, seconded by Council Member Jordan, to positively recommend the application to Council.

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

AYES: Mwilambwe, Meister, Jordan

Motion carried.

Mr. Marvel asked which City Council meeting the item would appear on. Amanda Stutsman, Deputy City Clerk, stated it would appear on September 13, 2021. Mr. Marvel requested an earlier date. Commissioner Mwilambwe stated Mr. Marvel could discuss potential options with staff after the meeting.

Old Business

No Old Business was discussed.

New Business

No New Business was discussed.

Executive Session - Cite Section

No Executive Session was held.

Adjournment

Council Member Meister made a motion, seconded by Council Member Jordan, to adjourn the meeting.

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

AYES: Mwilambwe, Meister, Jordan

Motion carried (viva voce).

The meeting adjourned at 5:30 p.m.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Liquor
Commissioner

Amanda Stutsman, Deputy City
Clerk



CONSENT AGENDA ITEM NO. 7.M

FOR COUNCIL: August 23, 2021

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Lake Bloomington Lot Transfer and Supplemental Agreement for a portion of Lot 3 in Block 12 and Lot 3 in Block 14 in Camp Potawatomie, from the Estate of Rosslyn and Marilynn Elvidge, to the petitioners, Christopher and Sarah Powell, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Lot Transfer and Supplemental Agreement be approved.

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 Lot Transfer for a portion of Lot 3 in Block 12 and Lot 3 in Block 14, in Camp Potawatomie, from the Estate of Rosslyn and Marilynn Elvidge to the petitioners, Christopher and Sarah Powell. A portion of Lot 3 in Block 12 and Lot 3 in Block 14 has a residence, a septic system, and one boat dock.

A licensed inspector, Rob Williamson, inspected the septic system on August 3, 2021, and found the system to be in the following condition, as noted in an August 5, 2021, letter from the McLean County Health Department:

- ❖ The septic tank is installed deeper than allowed by current code. This department recommends risers or access ports be installed over the inlet and outlet baffles of the tank to allow for evaluation and maintenance of the tank.
- ❖ The septic tank is a minimum of 125 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. This must be repaired or replaced.
- ❖ The septic tank does need to be pumped at this time. This department recommends the septic tank be pumped every three to five years. If the tank is not properly pumped to remove accumulated solids, the solids will start to bypass the baffles in the tank and cause rapid failure of the septic system.
- ❖ The pump chamber does not have dual pumps or adequate reserve volume above the pumping level of the chamber.
- ❖ There is only 7" of ground cover over the sand filter system. This may remain as is until the septic system is repaired or replaced.

- ✦ The alarm for the pump system is located in the breezeway. This may remain as is until the septic system is repaired or replaced.
- ✦ The sand filter discharges directly to the ground surface. An effluent receiving trench must be installed at the point of discharge.
- ✦ There was no evidence of chlorine in the chlorinator.

The lessees have entered into a supplemental agreement with the City of Bloomington. Within six (6) months of the execution of the agreement, and prior to occupying the residence, lessees agree to perform the following:

- a. Install a riser on the septic tank.
- b. Remove the garbage disposal.
- c. Repair the outlet baffle.
- d. Have the septic tank pumped.
- e. Install an additional pump in the pump chamber.
- f. Move the pump chamber alarm system outside of the residence.
- g. Install an effluent receiving trench (50-foot rock trench).

The supplemental lease agreement also provides that the lessees will maintain chlorine in the chlorinator at all times. The lessees may use the existing septic system provided that:

- a. Lessees perform as required in paragraphs 1 and 2 of the supplemental agreement; and
- b. Lessees maintain a residence on the premises of 2 bedrooms or less; and
- c. The existing system meets all codes and regulations of all government agencies with jurisdiction over the premises; and
- d. The existing system does not fail.

The agreement further provides that if the existing system fails or needs to be replaced, lessees shall install within 90 days, a new septic system upon the leased premises that meets all codes and regulations of all government agencies with jurisdiction over the premises (see the attached supplemental lease agreement for additional terms).

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

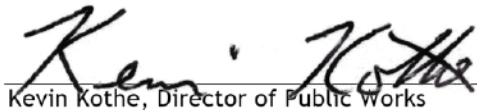
FINANCIAL IMPACT: This petition will have a financial impact in that the current lease uses the previous formula of \$0.15 per \$100.00 Equalized Assessed Value to determining the Lake Lease Fee. With the current lease rate formula of \$0.40 per \$100.00 Equalized Assessed Value, this lease will generate approximately \$349.34 per year in lease income and \$150.00 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance Lease Income account (50100140-57590). The Garbage Collection fee is recorded in Lake Maintenance - Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY 2022 Budget Book titled "Other Funds & Capital Improvements" on page 126.

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

Respectfully submitted for Council consideration.

Prepared by: Joe Darter, Property Manager

Reviewed by:



Kevin Kothe, Director of Public Works

8/11/2021



Chris Tomertin, Budget Manager

8/11/2021

George Boyle

George Boyle, Assistant Corporation Counsel

8/18/2021



Tara Henry, Legislative Assistant & Records Manager

8/18/2021

Attachments:

- PW 3B Current Lease_Elvidge to Powell Lake Lot Transfer 08232021
- PW 3C Property Manager Memo_Elvidge to Powell Lake Lot Transfer 08232021
- PW 3D Petition_Elvidge to Powell Lake Lot Transfer 08232021
- PW 3E Septic Information_Elvidge to Powell 08232021.docx
- PW 3F Agreement_Elvidge to Powell Lake Lot Transfer 08232021
- PW 3G Supplemental Agreement_Elvidge to Powell 08232021 FINAL
- PW 3H Location Map_Elvidge to Powell Lake Lot Transfer 08232021
- PW 3I Unrecorded Plat Map_Elvidge to Powell Lake Lot Transfer 08232021
- PW 3J Structure Map_Elvidge to Powell Lake Lot Transfer 08232021
- PW 3K Photograph_Elvidge to Powell Lake Lot Transfer 08052021

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 11 day of Dec, 19 97 between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called "City," and

ROSSELYN + MARILYN ELYIDGE

(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 TOWNSHIP, County of McLean, State of Illinois, hereinafter called "Lessee,"

WITNESSETH

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

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

A portion of Lot 3 in Block 12 and Lot 3 in Block 14, ~~Lot XXXXXX in Block XXXXXX~~ in Camp POTATONOMIC, 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, as described on Exhibit A attached hereto & made a part hereof.

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

ELVIDGE, ROSSLYN + MARILYN K.

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-

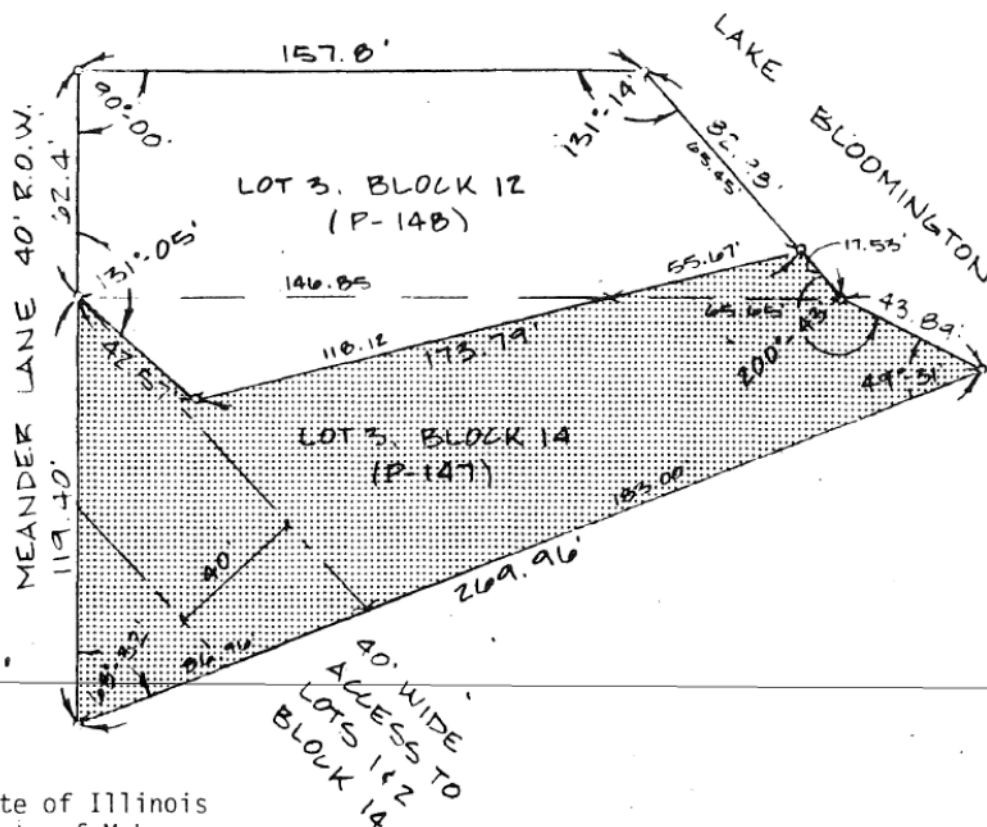
CITY OF BLOOMINGTON

By, _____

Its Mayor

Attest: _____

Danny Court



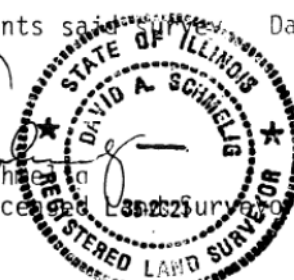
State of Illinois
County of McLean

We at David A. Schmelig, Engineers do hereby certify that we have surveyed Lot 3, Block 14, Camp Potawatomie EXCEPT, that part of Lot 3 in said Block 14 more particularly described as follows: Beginning at the northwest corner of Lot 3 in said Block 14; thence, Northeasterly 146.85 feet along the northerly line of Lot 3 in said Block 14; thence, Southwesterly 118.12 feet along a line which forms an angle to the left of 13°-42' with the last described course; thence, Northwesterly 42.57 feet along a line which forms an angle to the left of 125°-14' with the last described course to the Point of Beginning; ALSO, that part of Lot 3, Block 12 in Camp Potawatomie more particularly described as follows: Beginning at the southeast corner of Lot 3 in said Block 12; thence, Southwesterly 65.65 feet along the southerly line of Lot 3 in said Block 12; thence, Northeasterly 55.67 feet along a line which forms an angle to the left of 13°-42' with the last described course to the northeasterly line of Lot 3 in said Block 12; thence, Southeasterly 17.53 feet along the northeasterly line of Lot 3 in said Block 12 which line forms an angle to the left of 117°-32' with the last described course to the Point of Beginning, McLean County, Illinois.

We further certify that the above plat correctly represents said property. Dated this 5th day of July 1991.

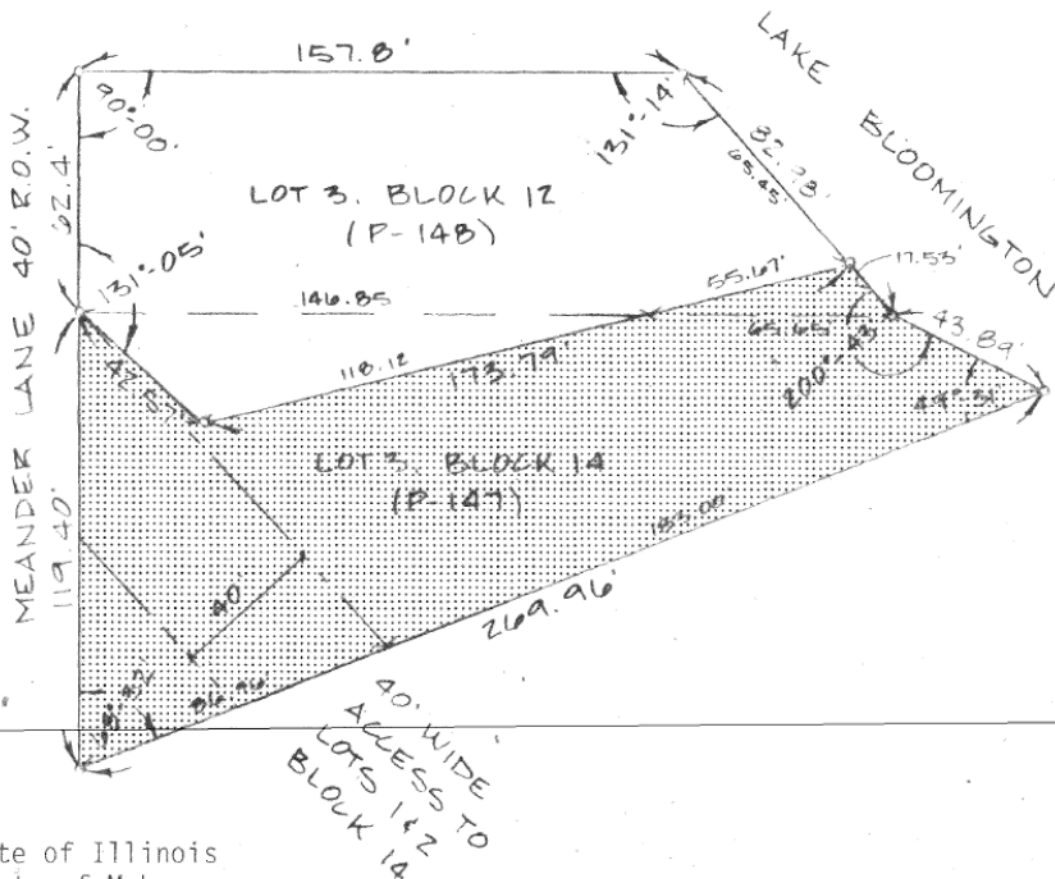
by:

David A. Schmelig
Illinois Licensed Surveyor
No. 35-2321



Date JULY, '91	Revised	Drawn by B.L.U.	Checked by D.A.S.
Job no. 330	Sheet title PROPERTY SURVEY LOT 3, BLOCK 14 CAMP POTAWATOMIE		
Sheet no. 1 OF			

DAVID A. SCHMELIG, ENGINEERS
CIVIL - STRUCTURAL - LAND SURVEYING
709 EAST DOUGLAS STREET
BLOOMINGTON, ILLINOIS 61701 309 827-4393



State of Illinois
County of McLean

We at David A. Schmelig, Engineers do hereby certify that we have surveyed [Lot 3, Block 14, Camp Potawatomie EXCEPT, that part of Lot 3 in said Block 14 more particularly described as follows: Beginning at the northwest corner of Lot 3 in said Block 14; thence, Northerly 146.85 feet along the northerly line of Lot 3 in said Block 14; thence, Southwesterly 110.12 feet along a line which forms an angle to the left of 13°-42' with the last described course; thence, Northwesterly 42.57 feet along a line which forms an angle to the left of 125°-17' with the last described course to the Point of Beginning; ALSO, that part of Lot 3, Block 12 in Camp Potawatomie more particularly described as follows: Beginning at the southeast corner of Lot 3 in said Block 12; thence, Southwesterly 65.65 feet along the southerly line of Lot 3 in said Block 12; thence, Northeasterly 55.67 feet along a line which forms an angle to the left of 13°-42' with the last described course to the northeasterly line of Lot 3 in said Block 12; thence, Southeasterly 17.53 feet along the northeasterly line of Lot 3 in said Block 12 which line forms an angle to the left of 117°-32' with the last described course to the Point of Beginning, McLean County, Illinois.]

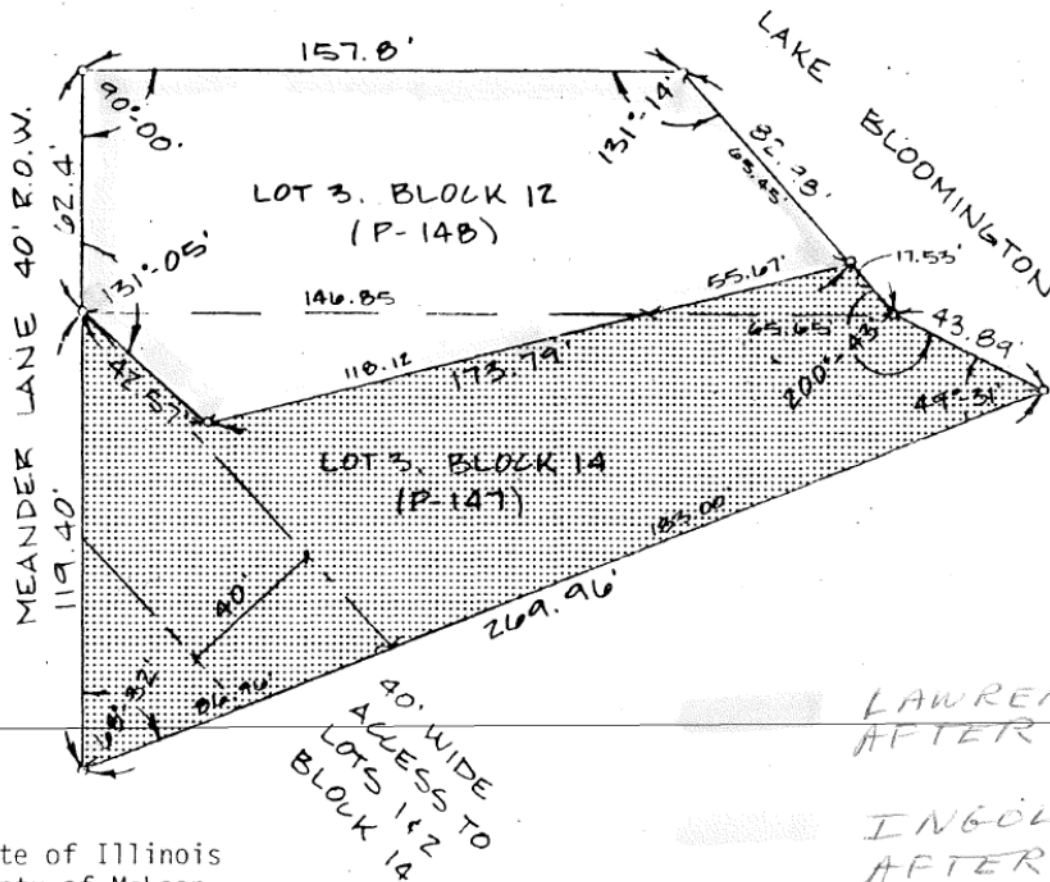
We further certify that the above plat correctly represents said property. Dated this 5th day of July 1991.

by: *David A. Schmelig*
David A. Schmelig
Illinois Licensed Surveyor
No. 35-2321

STATE OF ILLINOIS
DAVID A. SCHMELIG
REGISTERED LAND SURVEYOR
35-2321

Date JULY, '91	Revised	Drawn by B.L.U.	Checked by D.A.S.
Job no. 830	Sheet title PROPERTY SURVEY		
Sheet no. 1 OF	LOT 3, BLOCK 14 CAMP POTAWATOMIE		

DAVID A. SCHMELIG, ENGINEER
CIVIL - STRUCTURAL - LAND SURVEYING
709 EAST DOUGLAS STREET
BLOOMINGTON, ILLINOIS 61701 309 827393



State of Illinois
County of McLean

We at David A. Schmelig, Engineers do hereby certify that we have surveyed Lot 3, Block 14, Camp Potawatomie EXCEPT, that part of Lot 3 in said Block 14 more particularly described as follows: Beginning at the northwest corner of Lot 3 in said Block 14; thence, Northeasterly 146.85 feet along the northerly line of Lot 3 in said Block 14; thence, Southwesterly 118.12 feet along a line which forms an angle to the left of 13°-42' with the last described course; thence, Northwesterly 42.57 feet along a line which forms an angle to the left of 125°-14' with the last described course to the Point of Beginning; ALSO, that part of Lot 3, Block 12 in Camp Potawatomie more particularly described as follows: Beginning at the southeast corner of Lot 3 in said Block 12; thence, Southwesterly 65.65 feet along the southerly line of Lot 3 in said Block 12; thence, Northeasterly 55.67 feet along a line which forms an angle to the left of 13°-42' with the last described course to the northeasterly line of Lot 3 in said Block 12; thence, Southeasterly 17.53 feet along the northeasterly line of Lot 3 in said Block 12 which line forms an angle to the left of 117°-32' with the last described course to the Point of Beginning, McLean County, Illinois.

We further certify that the above plat correctly represents said survey. Dated this 5th day of July 1991.

by:

David A. Schmelig
Illinois Licensed Land Surveyor
No. 2321

DAVID A. SCHMELIG, ENGINEERS
CIVIL - STRUCTURAL - LAND SURVEYING
709 EAST DOUGLAS STREET
BLOOMINGTON, ILLINOIS 61701 309 827-4393

Date JULY, '91	Revised	Drawn by B.L.U.	Checked by D.A.S.
Job no. 830	Sheet title PROPERTY SURVEY LOT 3, BLOCK 14 CAMP POTAWATOMIE		
Sheet no. 1 OF			

MEMORANDUM

August 6, 2021

To: Kevin Kothe, PE, Director of Public Works

From: Joseph M. Darter, Property Manager

Subject: Portion of Lot 3 in Block 12 and Lot 3 in Block 14 in Camp Potawatomie Lot Transfer Petition

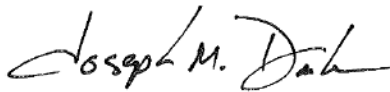
A Petition and Lake Lease Transfer request has been submitted for a portion of Lot 3 in Block 12 and Lot 3 in Block 14 in Camp Potawatomie, from the Estate of Rosslyn and Marilynn Elvidge and to the petitioner, Christopher and Sarah Powell.

EAV for this property is \$87,334. 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 previous formula of \$0.15 per \$100.00 Equalized Assessed Value to determine the Lake Lease Fee. With the current lease rate formula of \$0.40 per \$100.00 Equalized Assessed Value, this lease will generate approximately \$349.34 per year in lease income and \$150.00 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance Lease Income account (50100140-57590). The Garbage Collection fee is recorded in Lake Maintenance – Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY2022 Budget Book titled "Other Funds & Capital Improvements" on page 126.

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

Sincerely,



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



Lake Bloomington Lease Transfer Petition

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

LOT: 3 BLOCK 14 of Camp Potawatomie

A portion of Lot 3 in Block 12 and Lot 3 in Block 14

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

From: (please print) Sandy Holder, Executor of the Estate of Rosslyn and Marilyn Elvidge (Seller Name)

To: (please print) Christopher and Sarah Powell (Buyer Name)

Signatures of Sellers

Signatures of Sellers

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

Now comes (please print) Christopher and Sarah Powell (Buyer) and

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

Sandy Holder, Executor of the Estate of Rosslyn and Marilyn Elvidge (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) Sandy Holder, Executor of the Estate of Rosslyn and Marilyn Elvidge has executed deed of transfer of their interest in

said premises and an assignment of the Leases therefore your petitioner.

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

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

Respectfully submitted

Signature of Buyer

Signature of Buyer



WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON:

LOT 3 BLOCK 14 CAMP Potawatamie
OF LAKE BLOOMINGTON. and a portion on Lot 3 in Block 12

Now comes the City of Bloomington and gives this, its written consent to the assignment on all right, title, and interest of (Seller) Sandy Holder, Executor of the Estate of Rosslyn and Marilyn Elvidge, in and to the premises known as LOT 3 BLOCK 14 in Camp Potawatamie, in and a portion of Lot 3 in Block 12 McLean County, Illinois and to the leases thereon executed by the City of Bloomington, Illinois.

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

Executed this _____ day of _____, _____.

, Mayor



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

August 5, 2021

Ms. Nancy Brady


Re: Septic Permit #91-7988
Parcel #07-01-456-008
Lot 147, Lake Bloomington – Potowatomie Subdivision

Dear Ms. Brady:

On August 4, 2021, this department received a septic system evaluation report from Mr. Rob Williamson, a McLean County licensed private sewage system installer, regarding the above-referenced property. The septic system evaluation was performed on August 3, 2021 and the following deficiencies were noted:

- The septic tank is installed deeper than allowed by current code. This department recommends risers or access ports be installed over the inlet and outlet of the tank to allow for evaluation and maintenance of the tank.
 - The septic tank is a minimum of 125 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. This must be repaired or replaced.
 - The septic tank does need to be pumped at this time. This department recommends the septic tank be pumped every three to five years. If the tank is not properly pumped to remove accumulated solids, the solids will start to bypass the baffles in the tank and cause rapid failure of the septic system.
 - The pump chamber does not have dual pumps or adequate reserve volume above the pumping level of the chamber.
 - There is only 7" of ground cover over the sand filter system. This may remain as is until the septic system is repaired or replaced.
 - The alarm for the pump system is located in the breezeway. This may remain as is until the septic system is repaired or replaced.
-

Ms. Nancy Brady
August 5, 2021
Page 2

- The sand filter discharges directly to the ground surface. An effluent receiving trench must be installed at the point of discharge.
- There was no evidence of chlorine in the chlorinator. This is a violation of the Illinois Department of Public Health's Private Sewage Disposal Licensing Act and Code, 2013 and Chapter 310 of the McLean County Revised Code. All sand filter effluent is required to be chlorinated to reduce the bacterial load before being discharged to the environment. Approved chlorine tablets must be placed in the chlorinator tube within ten days of the date of this letter. The chlorine tablets must be used on a constant basis thereafter.

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

1. As of February 10, 2014, any proposed new or replacement surface discharging system must have coverage under a National Pollutant Discharge 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

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

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

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

Ms. Nancy Brady
August 5, 2021
Page 3

In summary, the sand filter was installed in 1991 and is now approximately 30 years old. The septic tank was installed in 1981 and is now approximately 40 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/>

Please contact Ms. Samantha Odenthal, of this department at (309) 888-5482, within ten days of the date of this letter, to discuss the options available to you to bring the property into compliance with code requirements.

Respectfully,



Thomas J. Anderson
Director of Environmental Health

cc: Mr. Rob Williamson, Williamson Excavating LLC
Mr. Joe Darter, Water Department Property Manager
Mr. & Mrs. Christopher Powell

TJA:AC:du

AC-0601-21-162

EVALUATION REPORT FOR A MCLEAN COUNTY PRIVATE SEWAGE DISPOSAL SYSTEM

Log #: _____
Date Received: _____

This form is to be used for all inspections or evaluations of existing septic systems in McLean County. It is essential that the inspection be as complete as possible to determine the condition of the entire system. This includes interviewing the person who resides at or uses the building the septic system serves. Please complete all sections of the form that apply to the septic system you are evaluating. The tank must be uncovered with the baffles, liquid and sludge depths checked. At a minimum, the field must be probed to determine if there is water standing in the trenches. Upon probing, if it is determined there is water standing in the trenches, the Health Department highly recommends a minimum of two locations in the trenches be exposed to determine the condition of the rock and pipe. Any sign the system is failing or has not functioned properly, must be thoroughly documented on this report. Place all comments in the comment section on the last page.

*This evaluation is **NOT FINAL** until the McLean County Health Department has reviewed the information in this evaluation and issued a letter regarding the information to the parties listed in the evaluation.*

1. Current Owner Information:

Name: Nancy Brady - repo

Address: [REDACTED]

Phone #: Day [REDACTED] Home - -

2. Requestor Information:

Name: Christopher & Sarah Powell

Address: [REDACTED]

Phone #: Day [REDACTED] Home - -

3. Property Information:

Parcel Number (Tax ID): () 07-01-456-008 Date Evaluation Performed: 08-03-21

Address of property evaluated: 25135 WhiteOwl Lane Sub. & Lot: Lake Blm. P-147

Permit available from Health Dept.: Yes ☒ No ☐ Permit #: 91-7988

4. Interview Information:

Person interviewed: Nancy Brady

Age of home (years): +40

Date last occupied: vacant

Has tank ever been pumped: Yes ☐ No ☐

Original owner: Yes ☐ No ☒

Intended for seasonal use: Yes ☐ No ☐

Number of occupants: _____

If yes, how often: _____

5. Interior Evaluation:

Number of bedrooms: 2

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

Water softener discharges to: n/a

Dishwasher discharges to: septic

Basement plumbing fixtures:

a. n/a

b. _____

c. _____

d. _____

Garbage disposal: Yes ☒ No ☐

Clothes washer discharges to: septic

Hot tub discharges to: n/a

Discharge locations:

a. _____

b. _____

c. _____

d. _____

Basement floor drains discharge to: n/a

Sump pit/pump discharges to: ground surface

Garage floor drains discharge to: n/a

Downspouts discharge to: tile/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: 21 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: 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: 7 inches

Square feet of sand filter: 400 square feet

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

Meets current code sizing requirements:

Seepage standing on ground surface over filter:

Lush vegetation on or near sand filter:

Evidence if water has ponded over sand filter:

Sand filter vented as required:

Vent in good repair:

Chlorinator with screw on cap present:

Chlorinator tube with corrosion resistant handle present:

Evidence of chlorination:

Evidence of restricted flow in chlorinator:

Sample port with screw on cap present:

Yes	No
☐	☒
☒	☐
☐	☒
☐	☒
☐	☒
☒	☐
☒	☐
☒	☐
☐	☒
☐	☒
☒	☐

Where does the contact tank discharge to: *(Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.):* surface

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

Pump chamber an approved design:

Chamber volume 1.5 times the daily flow:

Is there a dual pump:

Alarm present:

Alarm location: breezeway

Alarm properly working with audio and visual functions:

Yes	No
☒	☐
☐	☒
☐	☒
☒	☐
☒	☐

G. AEROBIC UNIT -- This Section N/A ☒

Manufacturer: _____ Model number: _____

Size of unit: gallons

Pump running at time of inspection:

Current maintenance contract in place:

Who is maintenance contract with: _____

Alarm present:

Alarm location: _____

Alarm properly working with audio and visual functions:

Unit discharges to: Seepage field ☐ Seepage bed ☐ Sand filter ☐ Other: _____

If other, what method of chlorination is used: _____

Chlorinator with screw on cap present:

Chlorinator tube with corrosion resistant handle present:

Evidence of chlorination:

Yes	No
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐

Where does the contact tank discharge to: *(Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.):* _____

Include all distances as described below.

NOTE: Be sure to attach drawing to this report.

The following distances must be verified to ensure all the information is correct and available in the future.

*Well or cistern to: N/A ☐	*Geothermal unit to: N/A ☐	*Building to:
Septic tank: _____ feet	Septic tank: _____ feet	Septic tank: _____ feet
Seepage system: _____ feet	Seepage system: _____ feet	Seepage system: _____ feet
Sand filter: _____ feet	Sand filter: _____ feet	Sand filter: _____ feet
Effluent tile: _____ feet	Effluent tile: _____ feet	Effluent tile: _____ feet
Effluent discharge: _____ feet	Effluent discharge: _____ feet	Effluent discharge: _____ feet
Geothermal unit: _____ feet	Aerobic unit: _____ feet	Geothermal unit: _____ feet
Aerobic unit: _____ feet		Aerobic unit: _____ feet
*Water line to:	*Body of water to: N/A ☐	
Septic tank: _____ feet	Septic tank: _____ feet	
Seepage system: _____ feet	Seepage system: _____ feet	
Sand filter: _____ feet	Sand filter: _____ feet	
Effluent tile: _____ feet	Effluent tile: _____ feet	
Effluent discharge: _____ feet	Effluent discharge: _____ feet	
Aerobic unit: _____ feet	Aerobic unit: _____ feet	

Comments:

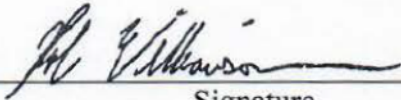
This section is to include any maintenance (pumping) repairs or problems in the history of the septic system. Write any observations and/or conclusions made by probing or excavating the seepage field or sand filter. A serial distribution system must include the condition of each level of field or trench.

The septic tank needs to be pumped now and regularly as needed in the future. The outlet baffle in the tank should be replaced. Since the tank is over a foot deep, risers should be installed on the tank lids. The tank is undersized for this house. The pump station capacity is not 1.5 times the daily flow and there is not dual pumps. The sand filter only has 7 inches of cover on part of it. It should have 12 inches of cover. The sand filter discharges to the ground surface without a rock trench to the lake. The average life of a septic system is about 25 years. The sand filter was installed in 1991 and the tank was existing at that time. This house has been vacant so the septic system could evaluate differently under normal water usage.

This is the condition I found the septic system on this day. This evaluation is not and should not be considered a guarantee nor does it imply warranty of how the sewage disposal system may function at any time in the future.

Rob Williamson

Inspector's Name (print)



Signature

08-04-21

Date

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the _____ day of _____,

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

Christopher and Sarah Powell
(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 , Park Ridge, County of McLean, State of Illinois, hereinafter called "Lessee," County of Cook, State of Illinois

WITNESSETH

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

1. PREMISES. The City leases to Lessee the following described real estate owned by the City in the vicinity of Lake Bloomington, Illinois as follows:
A portion of Lot 3 in Block 12 and Lot 3 in Block 14
Lot 3 in Block 14 in Camp Potawatomi 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

Christopher and Sarah Powell

[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-

CITY OF BLOOMINGTON

By: _____

Its Mayor

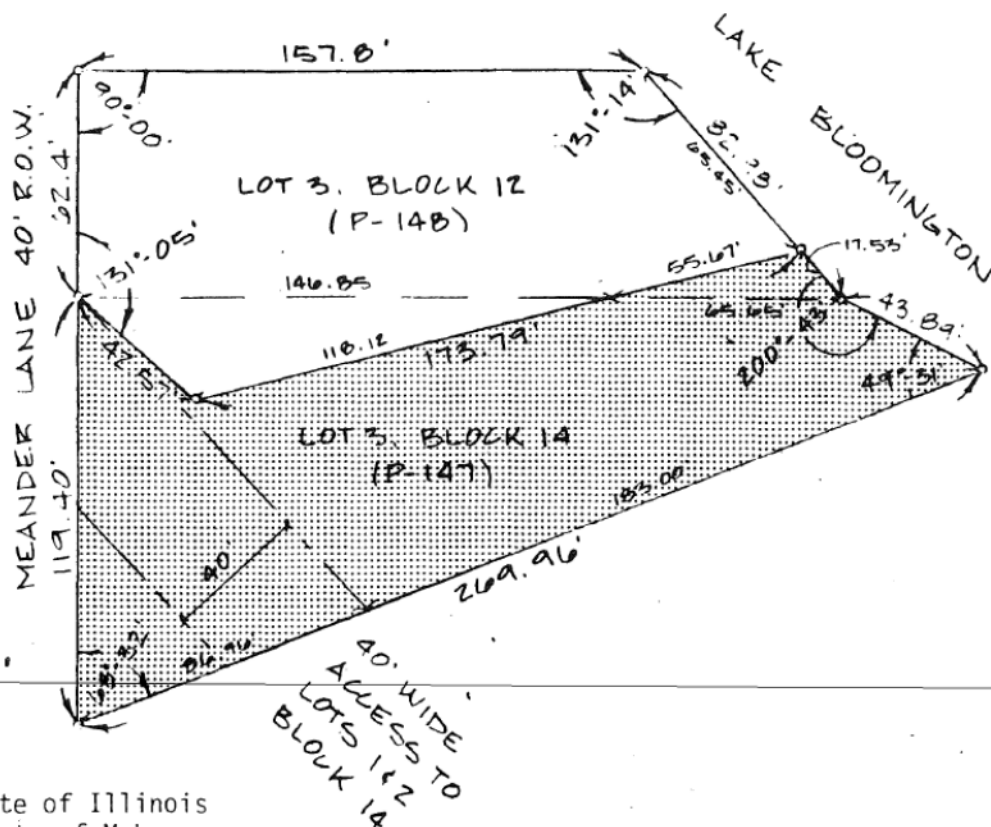
Attest: _____

City Clerk

-Lessee-

[REDACTED]

[REDACTED]



State of Illinois
County of McLean

We at David A. Schmelig, Engineers do hereby certify that we have surveyed Lot 3, Block 14, Camp Potawatomie EXCEPT, that part of Lot 3 in said Block 14 more particularly described as follows: Beginning at the northwest corner of Lot 3 in said Block 14; thence, Northeasterly 146.85 feet along the northerly line of Lot 3 in said Block 14; thence, Southwesterly 118.12 feet along a line which forms an angle to the left of 13°-42' with the last described course; thence, Northwesterly 42.57 feet along a line which forms an angle to the left of 125°-14' with the last described course to the Point of Beginning; ALSO, that part of Lot 3, Block 12 in Camp Potawatomie more particularly described as follows: Beginning at the southeast corner of Lot 3 in said Block 12; thence, Southwesterly 65.65 feet along the southerly line of Lot 3 in said Block 12; thence, Northeasterly 55.67 feet along a line which forms an angle to the left of 13°-42' with the last described course to the northeasterly line of Lot 3 in said Block 12; thence, Southeasterly 17.53 feet along the northeasterly line of Lot 3 in said Block 12 which line forms an angle to the left of 117°-32' with the last described course to the Point of Beginning, McLean County, Illinois.

We further certify that the above plat correctly represents said property. Dated this 5th day of July 1991.

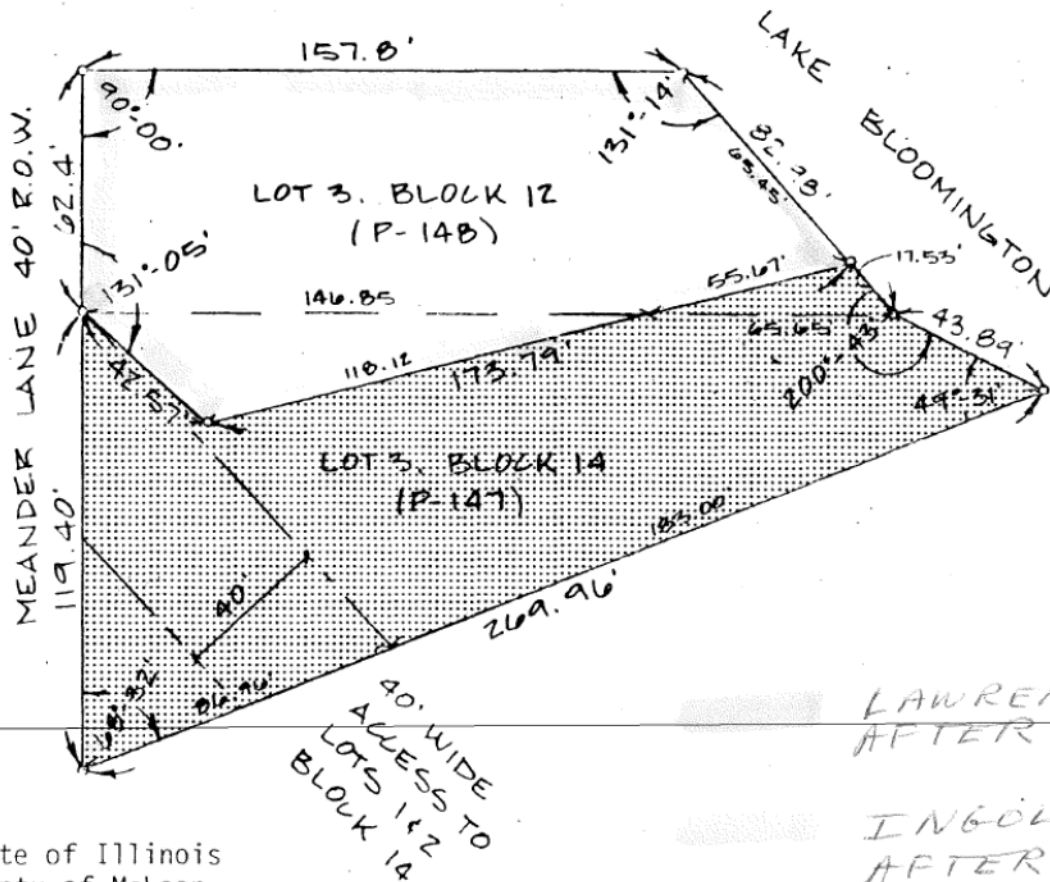
by:

David A. Schmelig
Illinois Licensed Surveyor
No. 35-2321



Date JULY, '91	Revised	Drawn by B.L.U.	Checked by D.A.S.
Job no. 330	Sheet title PROPERTY SURVEY		
Sheet no. 1 OF	LOT 3, BLOCK 14 CAMP POTAWATOMIE		

DAVID A. SCHMELIG, ENGINEERS
CIVIL - STRUCTURAL - LAND SURVEYING
709 EAST DOUGLAS STREET
BLOOMINGTON, ILLINOIS 61701 309 827-4393



State of Illinois
County of McLean

We at David A. Schmelig, Engineers do hereby certify that we have surveyed Lot 3, Block 14, Camp Potawatomie EXCEPT, that part of Lot 3 in said Block 14 more particularly described as follows: Beginning at the northwest corner of Lot 3 in said Block 14; thence, Northeasterly 146.85 feet along the northerly line of Lot 3 in said Block 14; thence, Southwesterly 118.12 feet along a line which forms an angle to the left of 13°-42' with the last described course; thence, Northwesterly 42.57 feet along a line which forms an angle to the left of 125°-14' with the last described course to the Point of Beginning; ALSO, that part of Lot 3, Block 12 in Camp Potawatomie more particularly described as follows: Beginning at the southeast corner of Lot 3 in said Block 12; thence, Southwesterly 65.65 feet along the southerly line of Lot 3 in said Block 12; thence, Northeasterly 55.67 feet along a line which forms an angle to the left of 13°-42' with the last described course to the northeasterly line of Lot 3 in said Block 12; thence, Southeasterly 17.53 feet along the northeasterly line of Lot 3 in said Block 12 which line forms an angle to the left of 117°-32' with the last described course to the Point of Beginning, McLean County, Illinois.

We further certify that the above plat correctly represents said survey. Dated this 5th day of July 1991.

by:

David A. Schmelig
Illinois Licensed Land Surveyor
No. 03221

DAVID A. SCHMELIG, ENGINEERS
CIVIL - STRUCTURAL - LAND SURVEYING
709 EAST DOUGLAS STREET
BLOOMINGTON, ILLINOIS 61701 309 827-4393

Date JULY, '91	Revised	Drawn by B.L.U.	Checked by D.A.S.
Job no. 830	Sheet title PROPERTY SURVEY LOT 3, BLOCK 14 CAMP POTAWATOMIE		
Sheet no. 1 OF			



115 E. Washington St.
Bloomington, IL 61702-3157
www.cityblm.org/publicworks
Phone: (309) 434-2225
Fax: (309) 434-2201

SUPPLEMENTAL LEASE AGREEMENT

This Agreement is entered into by and between the City of Bloomington, McLean County, Illinois, a Municipal Corporation, (hereinafter, "Lessor") and Christopher and Sarah Powell, (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 a portion of Lot 3 in Block 12 and Lot 3 in Block 14 in Camp Potawatomie and enforceable under the terms of said lease.

WHEREAS, on August 4, 2021, the McLean County Health Department received a septic system evaluation regarding the above-mentioned property, attached hereto and labeled Exhibit A, noting several deficiencies in the septic system; and,

WHEREAS, in consideration for the City of Bloomington entering into a lease agreement with lessees, lessees agree to perform the actions set forth in this agreement.

Now, therefore, the parties agree as follows:

1. Within six (6) months of the execution of the agreement, and prior to occupying the residence, lessees agree to perform the following:
 - a. Install a riser on the septic tank.
 - b. Remove the garbage disposal.
 - c. Repair the outlet baffle.
 - d. Have the septic tank pumped.
 - e. Install an additional pump in the pump chamber.
 - f. Move the pump chamber alarm system outside of the residence.
 - g. Install an effluent receiving trench (50-foot rock trench).
2. Lessees shall maintain chlorine in the chlorinator at all times.
3. Lessees may use the existing septic system provided that:
 - a. Lessees perform as required in paragraphs 1 and 2 of this agreement; and
 - b. Lessees maintain a residence on the premises of 2 bedrooms or less; and
 - c. The existing system meets all codes and regulations of all government agencies with jurisdiction over the premises, and
 - d. The existing system does not fail.
4. If the existing system fails or needs to be replaced, lessees shall install within 90 days, a new septic system upon the leased premises that meets all codes and regulations of all government agencies with jurisdiction over the premises.
5. In the event that prior to occupying any residence upon the premises, lessees choose to demolish the existing structure and construct a new residence with 2 bedrooms or less and with no garbage disposal, lessees shall be required to make the repairs to the existing system as set forth in paragraph 1 of the attached supplemental agreement that meets all codes and regulations of all government agencies with jurisdiction over the premises, prior to occupying the residence. If lessees construct or maintain a residence with more than 2 bedrooms or include the installation of a garbage disposal, lessees shall install a new septic system upon the leased premises that meets all codes and regulations of all government agencies with jurisdiction over the premises, prior to occupying the residence.



115 E. Washington St.
Bloomington, IL 61702-3157
www.cityblm.org/publicworks
Phone: (309) 434-2225
Fax: (309) 434-2201

6. Prior to any construction or demolition activity upon the premises including, included but not limited to, residential construction, septic system installation or maintenance, all adversely affected trees must be assessed according to the City of Bloomington tree assessment policy and payment made to the City for the assessed value of the affected trees. A copy of the City of Bloomington tree assessment policy has been provided to the lessees.
7. Any construction project occurring on the premises must comply with all codes and regulations of all governmental agencies having jurisdiction over the premises in effect at the time of construction.
8. Septic tank(s) are to be pumped no later than February 23, 2022, and once every three years following. Proof of pumping shall be submitted to the City of Bloomington.
9. Septic system shall be evaluated by a McLean County Health Department approved septic evaluator no later than February 23, 2022, and once every three years following. Proof of evaluation shall be submitted to the City of Bloomington.
10. This supplemental lease agreement shall be enforceable under the terms of the lease it supplements in the same manner and to the same extent as if fully set forth in the terms of the lease. Failure to comply with the terms of this agreement will be construed as a failure to comply with the terms of the lease and may be considered a breach of said lease.

LESSOR:

City of Bloomington,
a Municipal Corporation

By: _____
Mboka Mwilambwe, Mayor

ATTEST: _____
Leslie Smith-Yocum, City Clerk

LESSEES:

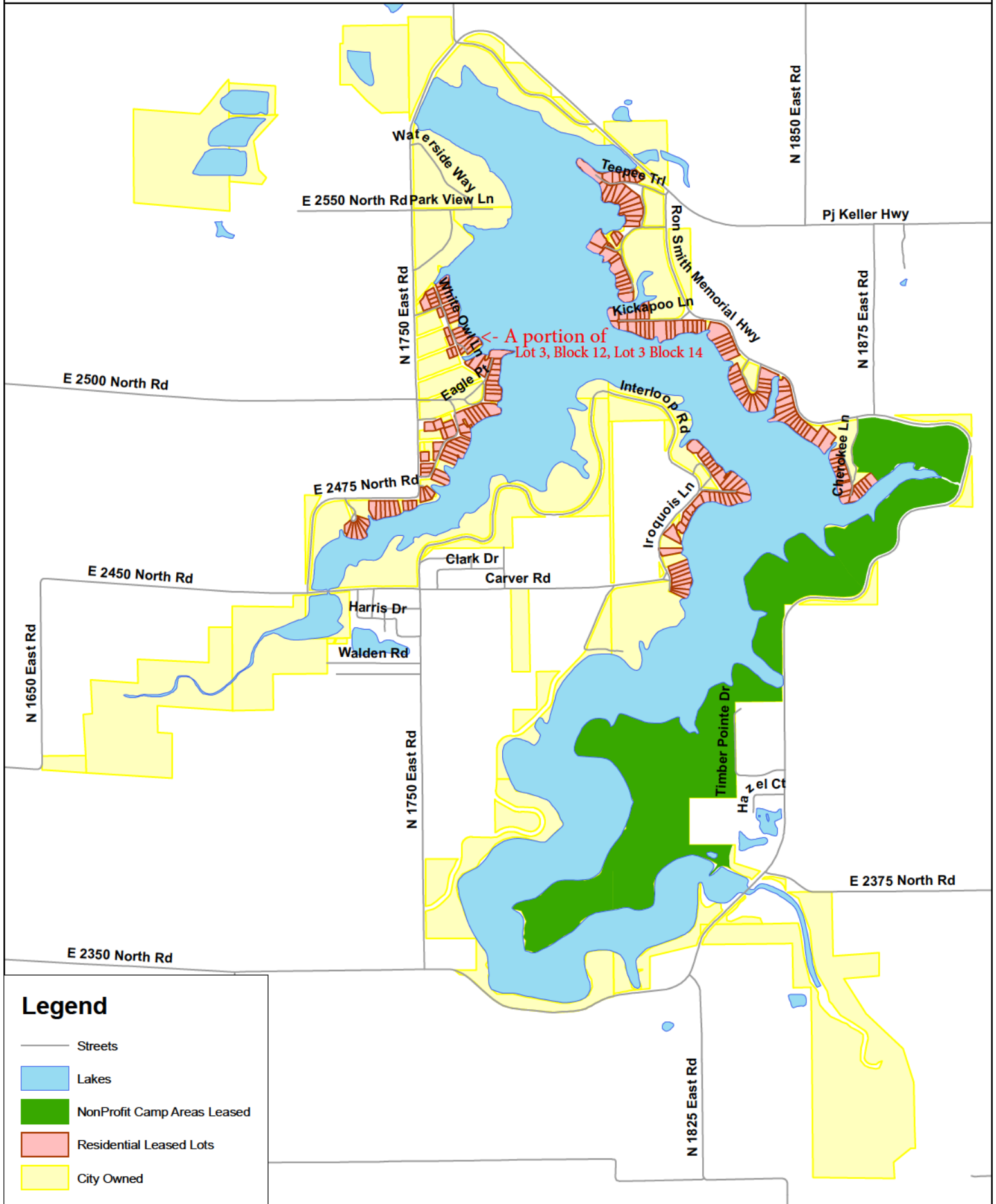
Christopher Powell, Lessee

Sarah Powell, Lessee

Lake Bloomington Lease Map



0 1,000 2,000
Feet
Date: 4/23/2021



ON WEST SHORE OF
LAKE BLOOMINGTON

SCALE IN FEET

✓ Refer to Charles E. O. Reilly
Classified 1 in Ground Jan 1957
SI 204-200

P159 • MAILING ADDRESS 1/96

ALL ADDRESSES HAVE CHANGED AS OF 11/1/2000

LB-12

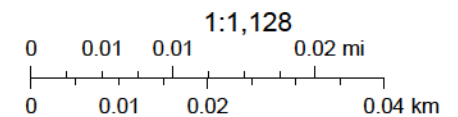
Portion of Lot 3 in Block 12, Lot 3 in Block 14



8/9/2021, 11:10:14 AM

◆ Address - Full Parcels

PIN



<http://www.McGIS.org/License>



REGULAR AGENDA



REGULAR AGENDA ITEM NO. 8.A

FOR COUNCIL: August 23, 2021

SPONSOR: Human Resources Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Presentation of the City Youth Enrichment Program, as requested by the Human Resources Department.

RECOMMENDED MOTION: None; presentation only.

STRATEGIC PLAN LINK:

- Goal 5. Great Place - Livable, Sustainable City
- Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5b. City decisions consistent with plans and policies
- Objective 1c. Engaged residents that are well informed and involved in an open governance process

BACKGROUND: The City partnered with The Jule Foundation to develop a youth enrichment program in the Spring of 2020 to expose teens ages 15-18 to various departments within the City. The main goal of the program was to expose youth to City government operations and possible career opportunities often never before seen as possible in government. The program was specifically designed to go “beyond the work”, pairing mentees with mentors so that questions could be asked and a deeper understanding of City operations provided. In 2020, due to Covid-19, limited mentees and opportunities were available. This year the program expanded to include 15 mentees from The Jule Foundation and the Bloomington-Normal NAACP Youth Council. Mentees were assigned in the majority of the City’s departments and the mentees all had an opportunity to participate in an interactive Public Safety Day. Plans are to expand the program in future years.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Jule Foundation and Bloomington-Normal NAACP Youth Council.

FINANCIAL IMPACT: The Human Resources Department budgeted \$60,000 in the HR Salaries -seasonal line item for this program.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Angie Brown, Assistant Human Resources Manager

Reviewed by:

Tara Henry

Tara Henry, Legislative Assistant & Records Manager

8/19/2021



REGULAR AGENDA ITEM NO. 8.B

FOR COUNCIL: August 23, 2021

SPONSOR: Public Works Department and Community Development Department

WARD IMPACTED: Ward 1

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

RECOMMENDED MOTION: **Alternative A:** The proposed Ordinance be approved. **Alternative B:** The matter be tabled until September 13, 2021, and an ordinance brought back with a requirement that compensation be paid.

STRATEGIC PLAN LINK:

-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

- Objective 4d. Improved neighborhood infrastructure
- Objective 4c. Preservation of property/home valuations

BACKGROUND: The Public Works Department is recommending the approval of an Ordinance approving the Vacation of an Alley between Lot 8 of McDowell Subdivision and Lot 4 of J B Stevensons Subdivision, which will vacate an alley between 508 and 514 E. Jackson Street.

As part of the vacation process, a public hearing was held in front of the City Council on August 9, 2021. In this case, the Petitioner is requesting that the City's compensation requirement be waived. If the Council desires to waive the compensation requirement, an ordinance was prepared approving the vacation and waiving the compensation requirement. Vacating the alley will reduce maintenance costs to the City. Staff estimates that basic maintenance for this alley is between \$200 and \$500, dependent upon the severity of repairs. This type of maintenance work may occur annually, but more likely there could be several years or more between times when work is needed. In addition, staff estimates that the resurfacing cost for the paved half of the alley is \$2,500, which would occur within the next few years and periodically thereafter.



If the Council does not want to waive the compensation requirement, an alternate motion

provides for tabling the matter until the meeting on September 13, 2021, wherein an ordinance will be prepared and brought back requiring the compensation, assuming the Petitioner wants to continue with the vacation. Note that an ordinance is also on the agenda making the potential to waive compensation as part of the City's formal policy on street & alley vacations.

As part of this development, the petitioner wishes to maintain the vacated alley as a private driveway for the property at 507 E. Taylor Street. The petitioner and his wife own all three properties involved in or adjacent to this vacation: 508 E. Jackson Street, 514 E. Jackson Street, and 507 E. Taylor Street.

The petitioner has submitted utility easement vacation letters and requests the alley be vacated without retaining any utility easements. The alley is not currently utilized for any public function. There is no plan for any public use of the alley.

The Illinois Municipal Code, and policy of the City, requires a three-fourths vote (of the Council members holding office) to approve any ordinance to vacate a street or alley. Accordingly, a vote of 7 council members voting in the affirmative is required to approve this ordinance.

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

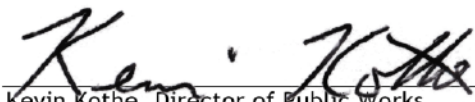
FINANCIAL IMPACT: Brandon Gray paid all survey and plat costs. Per the street and alley vacation policy (Chapter 24 of the City Code), the petitioner is required to compensate the City \$9,246.00 for the vacated alley unless the compensation requirement is waived by City Council. The ordinance currently under consideration waives the compensation requirement in this case. The compensation figure is derived from the area of the alley multiplied by the fair market price per square foot determined by three times the highest assessed value of adjacent land. Regardless of approval, the City's policy required the petitioner to pay a \$150.00 administration fee, as well as a \$164.32 publication fee. Vacating the alley will reduce maintenance costs to the city. No impact on tax revenues is expected as a result of this vacation.

COMMUNITY DEVELOPMENT IMPACT: Goal H-1. Ensure the availability of safe, attractive and high quality housing stock to meet the needs of all current and future residents of Bloomington.

Respectfully submitted for Council consideration.

Prepared by: Tony Meizelis, Civil Engineer I

Reviewed by:



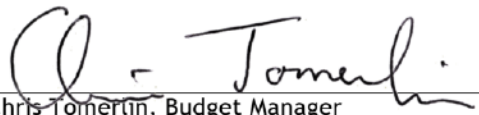
Kevin Kothe, Director of Public Works

7/27/2021



Melissa Holt, Economic and Community Development Director

7/27/2021



Chris Tomerlin, Budget Manager

7/28/2021



Jeffrey R. Jurgens, Corporation Counsel

8/18/2021



Tara Henry, Legislative Assistant & Records Manager

8/19/2021

Attachments:

- LGL 1B Jackson Alley Vacation Ordinance
- LGL 1C Jackson Street Alley Vacation Map
- LGL 1D Jackson Alley Vacation Petition
- LGL 1E Street & Alley Vacation Policy

ORDINANCE NO. 2021 - _____

AN ORDINANCE APPROVING THE VACATION OF AN ALLEY BETWEEN LOT 8 OF MCDOWELL SUBDIVISION AND LOT 4 OF J B STEVENSON'S SUBDIVISION, WHICH WILL VACATE AN ALLEY BETWEEN 508 AND 514 E. JACKSON STREET, AND WAIVING THE CITY'S COMPENSATION REQUIREMENT

WHEREAS, there was heretofore filed with the Economic and Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting the vacation of an alley legally described in Exhibit A, attached hereto and made a part hereof by this reference; and

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

WHEREAS, the City Council of said City has the power to pass this Ordinance and grant said vacation; and

WHEREAS, it is reasonable and proper to vacate said alley as requested in this case; and

WHEREAS, the petitioner has requested a waiver of the fee compensating the City for the fair market value of the alley sought to be vacated; and

WHEREAS, since there is no public benefit to the alley and the proposed vacation will reduce City maintenance costs, the City Council finds it in the best interest of the City to waive the compensation requirement.

NOW, THEREFORE, BE IT ordained by the City Council of the City of Bloomington, Mclean County, Illinois:

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

SECTION 2. That the alley as shown on the Alley Vacation Plat Map dated October 16, 2020 and described in Exhibit A is hereby vacated.

SECTION 3. That said vacation of alley is reasonable and proper because said right of way is not needed for public use by said City.

SECTION 4. That the fee compensating the City for the fair market value of the vacated alley is hereby waived as is the requirement in Ordinance 2016-36 requiring compensation.

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

SECTION 6. This Ordinance shall be effective immediately after its passage and approval.

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

PASSED this 23rd day of August 2021.

APPROVED this ____ day of August 2021.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

Exhibit A

Legal Description

“All that portion of 20 feet North-South Alley, running east of and adjacent to Lot 8 in McDowell’s Sub of Block C Evans 3rd Addition”

Jackson St Alley Vacation



0 45 90
Feet

Date: 10/16/2020

Legend

-  Vacation
-  Parcels



**CITY OF BLOOMINGTON
PETITION FOR STREET VACATION**



To the City of Bloomington:

I (we), the undersigned, do hereby respectfully petition the City of Bloomington for a street vacation as set forth herein, pursuant to the Street and Alley Vacation Policy set forth in Chapter 24 of the Bloomington City Code, and in support thereof state the following facts and make the following certifications and agreements:

1. **The name of the street to be vacated is:** Unnamed

2. **The street to be vacated is located between the following streets and a map of the street to be vacated is attached as Exhibit A:**

Alley runs North-South from E. Jackson Street to another unnamed East-West oriented alley in between Evans and McLean Streets.

3. **The street to be vacated is adjacent to the following addresses:**

East of 508 E. Jackson, West of 514 E. Jackson, South of 507 E. Taylor

4. **The approximate width and length of the street to be vacated is as follows:**

20 (feet wide) 115 (feet long)

5. **The names and addresses of the property owners making this request are as follows:**

(First & Last Name)
507 E. Taylor St.

(Street Address)
Bloomington, IL 61701

(City & Zip Code)
21-04-459-005

(Parcel Identification Number - PIN)

(First & Last Name)
508 E. Jackson St.

(Street Address)
Bloomington, IL 61701

(City & Zip Code)
21-04-459-020

(Parcel Identification Number - PIN)

(First & Last Name)

514 E. Jackson St.

(Street Address)

Bloomington, IL 61701

(City & Zip Code)

21-04-459-014

(Parcel Identification Number - PIN)

(First & Last Name)

(Street Address)

(City & Zip Code)

(Parcel Identification Number - PIN)

**Please attach a separate sheet if there are additional property owners to be listed.*

6. The reason for the vacation and intended use are as follows:

Better maintenance for alley used as our back driveway, no retained easement requested - utility approvals included

7. The names and addresses of all adjoining property owners who are not participating in this application are as follows:

(First & Last Name)

(First & Last Name)

(Street Address)

(Street Address)

(City & Zip Code)

(City & Zip Code)

(First & Last Name)

(First & Last Name)

(Street Address)

(Street Address)

(City & Zip Code)

(City & Zip Code)

**Please attach a separate sheet if there are additional property owners to be listed.*

8. To the fullest extent permitted by law, Petitioner(s) agree to and hereby shall indemnify and hold harmless the City of Bloomington, its officers, officials, agents and employees from and against liability and all claims arising out of the vacation of the street. If approved, a separate and specific indemnification agreement for the vacation of the street may be required by the City which Petitioner(s) agree to execute.
9. Petitioner(s) agree and hereby certify that no property will be damaged by the vacation of the street set forth in this Petition and there are no damages owed in accordance with Section 11-91-1 of the Illinois Municipal Code.
10. Petitioner(s) agree to submit payment of any fees or costs associated with this application for the vacation of the street in accordance with the City's Street & Alley Vacation Policy.
11. All other facts, representations and agreements pertaining to this petition are as follows:
Benefit for City, request waiving of fees

WHEREFORE, the Petitioner(s) certify the above stated provisions are true and correct, agree to be bound by the indemnification provisions contained herein, and pray the City of Bloomington vacate the street in accordance with this Petition.

Brandon Gray

(Print Name)

06/23/2021

Please attach additional petition signatures (if applicable)

EXHIBIT A
CITY OF BLOOMINGTON
STREET AND ALLEY VACATION POLICY

I. PURPOSE

The purpose of this policy is to establish a uniform method for vacating public streets and alleys. Vacating and conveying these unneeded, and in many instances, unused parcels to the adjoining property owners would save the City miscellaneous maintenance costs and also put the land back on the tax rolls. The majority of the conveyances will be in residential areas. However, occasionally there will be parcels zoned commercial and industrial.

II. POLICY

It is the policy of the City of Bloomington to grant vacation of a street or alley when it is determined both that such right-of-way is not needed presently or in the future for public access (including vehicular, pedestrian, and visual access) and that such vacation advances the public good. All of the following policies should be met prior to the vacation of a street or alley.

- A. The proposed vacation should be determined to be necessary to the public good either in terms of needed development or when such vacation will result in a better or more desirable situation. In some instances, a more desirable situation may be a better road pattern in terms of safety.
- B. The right of way must be determined to be of no value to the City (excluding any market value) either now or in the foreseeable future. Such finding shall be based on significant, related criteria, such as prior use or disuse, potential for future municipal use, need for existing or contemplated public utilities, perceived damage or potential damage to adjacent or nearby property owners and the City's willingness to assume liability for same.
- C. The proposed vacation must not have a significant adverse effect on the security, accessibility or operations of nearby land uses. Projects that propose to dead-end an alley or street in the middle of the block, turn out street traffic through an alley, vacate half the width of a street or alley, create an irregular right of way line or superlot, or vacate air rights, will not be granted.
- D. Generally, right-of-way adjacent or leading to any park, open space, view, natural area, or any other natural or man-made attraction shall not be vacated. This determination shall be made on a case-by-case basis.

Vacation is not guaranteed even if 100% of the adjoining owners request the vacation.

III. PROCEDURES

The length of time to process a street or alley vacation depends largely on the number of issues needing to be resolved and current workload/resource levels. The following procedures are applicable:

- A. A pre-application meeting is optional at the discretion of the Director of Public Works. Before the submission of a request for a street or alley vacation, the applicant may meet

with the staff of the Engineering Division of Public Works. The applicant is encouraged to do so in order to be informed of the City policies regarding street and alley vacations and to have explained the application submission requirements and procedures.

- B. A petition for a street or alley vacation shall be submitted to the City Clerk's Office and must include the following: (1) description of the area to be vacated; (2) the property owner(s) making the request; (3) a map of the street or alley sought to be vacated; (4) the reasons for the vacation and any property owners adjoining the proposed vacation who are not participating in the application; (5) a certification by the petitioner that no property will be damaged by the vacation of any street or alley and no damages owed in accordance with Section 11-91-1 of the Illinois Municipal Code; and (6) an agreement to indemnify the City from any claims associated with the vacation.
- C. The City Manager, in consultation with the Department of Public Works, shall review the request for vacation as it relates to the goals and objectives of the City, compatibility with adjacent land uses, potential rezoning of the vacated street, aesthetic considerations and other related issues, including specifically that the property is no longer needed and serves no valid public purpose. After the review process, the City Manager shall forward the matter to the City Council with the staff recommendation. The City Council shall hold a public hearing, in accordance with Section D below, on the matter prior to the City Council taking final action on the request.
- D. No ordinance shall be passed vacating any street or alley without notice and a public hearing before the City Council. At least 15 days prior to such hearing, notice of its time, place and subject matter shall be published in a newspaper of general circulation with the area which the street or alley proposed for vacation serves. Notice shall also be mailed, via certified mail, to all adjoining property owners. At the hearing all interested persons shall be heard concerning the proposal for vacation.
- E. Prior to final action by the City Council of a petition to vacate, all adjoining or adjoining property owners, as well as all utility providers, shall be sent notice of the date and time of the meeting where the proposed vacation by certified mail, postage prepaid, return receipt requested. This notice may be combined with the notice of public hearing. In addition, any meetings and/or hearings publicly continued from the date noticed shall not require additional notices.
- F. The City Council may grant the petition to vacate the street or alley by ordinance, by a three-fourths vote, with or without conditions, or the City Council may deny the petition.
- G. Where appropriate and as recommended by the City Manager, ordinances vacating streets or alleys shall contain a provision retaining or requiring conveyance of easements for construction, repair and maintenance of existing and future public utilities and services.
- H. In addition to a property owner initiating a petition for vacation, the City Manager may also propose the vacation of a public street or alley. In such cases, no application or appraisal fees shall be due (unless an appraisal is requested by the property owner) and the fair market value shall be determined as set forth in Section IV(C) unless waived in accordance Section IV(E). Prior to the vacation of any such street or alley, notice must be provided as set forth in Section V(E) and the requisite findings made in Section II. Said vacation shall further only be valid if the adjacent property owner(s) accept the fair market value and counter-sign the ordinance vacating the property to said owner(s).

IV. COSTS & COMPENSATION

Ordinances vacating any street or alley shall not be passed by the City Council until the petitioner compensates the City in the amount required by this Section.

- D. Every petition for a street or alley vacation shall be accompanied by a nonrefundable payment to the City of \$150.00 to defray the administrative costs incurred in processing such vacation petitions.
- E. The owners of the property adjoining the vacated property shall pay the fair market value, as set forth below and determined in the sole discretion of the City Council, of the portion of the vacated property acquired. If the ordinance vacating the property provides that only the owner(s) of one particular parcel of adjoining property shall make payment, then the owner(s) of the particular parcel shall acquire title to the entire vacated street or alley, or the part thereof vacated.
- C. City staff shall determine the fair market value of the property to be vacated and apportion the costs as between all adjoining property owners (or a single property owner when authorized by ordinance) by utilizing, in its sole discretion, either of the following two methods: (1) utilizing a formula of 3 times the assessed land valuation of the adjoining property (or the property with this highest assessed land valuation if the property adjoins more than one property) divided by the square feet of said adjoining property times the square feet of the area being vacated; or (2) obtaining an appraisal of the property from an MAI designated appraiser which cost shall be borne by the petitioner. Said determination shall be final, without appeal to the City Council, unless the petitioner first obtains, at petitioners sole cost and expense, a separate appraisal of the right-of-way to be vacated including, without limitation, the fair market value of the interests(s) of each and every person to be acquired or the benefits which will accrue to any of them by reason of the vacation. Such appraisal must be conducted or completed by an MAI designated appraiser. The City may accept such appraisal or reject it and have a subsequent appraisal conducted by an MAI designated appraiser, at City expense.
- D. In some cases, the City will allow an exchange of equal property in lieu of the appraised value. Instead of monetary payment, the property owner may be asked to substitute other street areas or fulfill other conditions.
- E. All fees required under this Section may be waived, at the discretion of the City Manager or his or her designee, if the street or alley vacation is requested by the City.
- F. Upon request, any municipal, county, state and federal agencies may be approved by the City Council for an exemption from the compensation requirements of this Section, but shall pay to the City costs incurred by the City in processing the vacation request.
- G. Payment of the determined amount of compensation must be tendered to the City Council prior to final consideration of the ordinance vacating the property. In the event that final passage of the ordinance is not granted, the deposited amount (exclusive of the application fee) shall be refunded to the petitioner.