

CITY OF
BLOOMINGTON
COUNCIL MEETING
AUGUST 10, 2020



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

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

PUBLIC COMMENT

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

CONSENT AGENDA

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

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

PUBLIC HEARING

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

REGULAR AGENDA

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

MAYOR AND COUNCIL MEMBERS

Mayor, At-Large - Tari Renner

City Council Members

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

City Manager - Tim Gleason

Deputy City Manager - Billy Tyus

CITY LOGO DESIGN RATIONALE

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

MISSION, VISION, AND VALUE STATEMENT

MISSION

To Lead, Serve and Uplift the
City of Bloomington

VISION

A Jewel of the Midwest Cities

VALUES

Service-Centered,
Results-Driven,
Inclusive

STRATEGIC PLAN GOALS

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

AGENDA



REGULAR SESSION CITY COUNCIL MEETING AGENDA
CITY COUNCIL CHAMBERS
109 EAST OLIVE STREET, BLOOMINGTON, IL 61701
MONDAY, AUGUST 10, 2020, 6:00 P.M.

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

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

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

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

1. Call to Order
2. Pledge of Allegiance to the Flag
3. Remain Standing for a Moment of Silent Prayer
4. Roll Call
5. COVID-19 Update by City Manager
6. Recognition/Appointments
 - A. Recognition of Cheryl Magnuson's Appointment to B/N Convention & Visitors Bureau, as requested by the Administration Department. (*Recommended Motion: None; recognition only.*)
7. Public Comment
8. Consent Agenda
 - Electronic Roll Call Vote
 - A. Consideration and action to approve the Minutes of the June 24, 2020 Regular City Council Meeting, as requested by the City Clerk Department. (*Recommended Motion: The proposed Minutes be approved.*)
 - B. Consideration and action to approve Bills and Payroll in the amount of \$5,094,575.09, as requested by the Finance Department. (*Recommended Motion: The proposed Bills and Payroll be approved.*)

- C. Consideration and action to approve Appointments to various Boards and Commissions, as requested by the Administration Department. *(Recommended Motion: The proposed Appointments be approved.)*
- D. Consideration and action to approve a Contract with CDM Smith Inc. for the development of a Risk and Resilience Assessment and a corresponding Emergency Response Plan (RFQ #2021-01), in the amount not to exceed \$99,400, as requested by the Public Works Department. *(Recommended Motion: The proposed Contract be approved.)*
- E. Consideration and action to approve a Contract with Bradford Systems, Corp for Scanning, Microfilming, Storing, and Shredding of City Documents, as requested by the City Clerk Department. *(Recommended Motion: The proposed Contract be approved.)*
- F. Consideration and action to approve a Contract with Stark Excavating, Inc in the amount of \$139,526.20 for the O'Neil Pool Site Demolition - Bid #2021-11 (Base bid + Alt. #2), as requested by the Parks, Recreation and Cultural Arts Department. *(Recommended Motion: The proposed Contract be approved.)*
- G. Consideration to approve a Contract with Customized Environmental Solutions, Inc., d/b/a Telum, for lime sludge removal (RFP #2021-10), in the amount of \$30.88 per dry ton of lime sludge, as requested by the Public Works Department. *(Recommended Motion: The proposed Contract be approved.)*
- H. Consideration and action to approve a Contract with RJN Group, for Sanitary Sewer Engineering Evaluations, in the amount of \$229,990, as requested by the Public Works Department. *(Recommended Motion: The proposed Contract be approved.)*
- I. Consideration and action to approve an Easement Agreement with Gary and Brenda Thompson for work being performed as part of the Lutz Road Improvement Project, as requested by the Public Works Department. *(Recommended Motion: The proposed Agreement be approved.)*
- J. Consideration and action to approve an Agreement with Corrective Asphalt Materials, LLC, as a limited source, for the FY 21 Pavement Preservation program, in the amount of \$482,513.23, as requested by the Public Works Department. *(Recommended Motion: The proposed Agreement be approved.)*
- K. Consideration and action on an Ordinance Approving an Application Submitted by Country Financial Prohibiting Potable Groundwater Use for the Property at 810 IAA Drive and Adjacent Properties, as requested by the Public Works Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- L. Consideration and action on an Ordinance Approving the Final Plat of Traeger Subdivision, as requested by the Public Works Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- M. Consideration and action on an Ordinance Rescinding Ordinance 2020-20 and Approving the Final Plat of Bloomington Commons Subdivision, as requested by the Public Works Department. *(Recommended Motion: The proposed Ordinance be approved, subject to the petitioner providing the required sureties or constructing the public infrastructure.)*

- N. Consideration and action on a Change of Ownership Application of d/b/a Flingers Pizza Pub, located at 1503 E. Vernon Ave., from Big Cheese, Inc. to Craft Pizza, Inc., requesting a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. *(Recommended Motion: The proposed License be approved contingent upon compliance with all building, health, and safety codes.)*
- O. Consideration and action on the Application of Empire Buds, LLC, d/b/a Crafted, to be located 1101 Airport Road, requesting a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. *(Recommended Motion: The proposed License be approved contingent upon compliance with all building, health and safety codes.)*
- P. Consideration and action to approve a Lake Bloomington Lease Transfer of Lot 1 in Block 10 in Camp Potawatomie, from John and Elizabeth Binning to the petitioners, Schuyler and Mary Ellen Schupbach, as requested by the Public Works Department. *(Recommended Motion: The proposed Lease Transfer be approved.)*

9. Regular Agenda

Electronic Roll Call Vote

- A. Consideration and action on an Ordinance Reinstating a Preliminary Development Plan for a Planned Unit Development Titled "Fox Creek Village Planned Unit Development Amended Preliminary Development Plan, Bloomington, Illinois" and dated June 4, 2020, for 26.25 Acres Located South of Fox Creek Golf Course, as requested by the Community Development Department. *(Recommended Motion: The proposed Ordinance to reinstate the preliminary development plan be approved. Alternative Motion: The proposed alternative draft Ordinance to reinstate the preliminary development plan with the condition that sidewalk is added to both sides of the street for the remaining phases of the development be approved.) (Presentation by Katie Simpson, City Planner, 5 minutes; and City Council discussion, 5 minutes.)*
- B. Consideration and action on an Ordinance Approving the Final Plat of the Fifth Addition to Fox Creek Village Subdivision, as requested by the Public Works Department. *(Recommended Motion: The proposed Ordinance be approved, subject to the petitioner providing the required sureties.) (Presentation by Katie Simpson, City Planner, 5 minutes; and City Council discussion, 5 minutes.)*
- C. Consideration and action on an Ordinance Amending the City Code to Create the Department of Economic & Community Development Within the City, as requested by the Legal Department. *(Recommended Motion: The proposed Ordinance be approved.) (Presentation by Tim Gleason, City Manager, 10 minutes; and City Council discussion, 10 minutes.)*
- D. Consideration and potential action regarding Ordinance 2020-18, An Ordinance Declaring a Local Emergency Due to the COVID-19 Virus & Enacting Various Emergency Measures, as requested by the Legal Department. *(Recommended Motion: No modifications recommended at this time.) (Presentation by Tim Gleason, City Manager, 5 minutes; and City Council discussion, 5 minutes.)*

10. City Manager's Discussion
11. Mayor's Discussion
12. Council Member's Discussion
13. Executive Session - Cite Section
Clerk-led Roll Call Vote
 - A. Review of Minutes - Section 2 of (c)(21) of 5 ILCS 120 (15 minutes)
 - B. Personnel - Section 2 (c)(1) of 5 ILCS 120 (30 minutes)
14. Return to Open Session and Adjourn
Clerk-led Roll Call Vote

RECOGNITIONS



RECOGNITION/APPOINTMENTS ITEM NO. 6.A

FOR COUNCIL: August 10, 2020

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Recognition of Cheryl Magnuson's Appointment to B/N Convention & Visitors Bureau, as requested by the Administration Department.

RECOMMENDED MOTION:

None; recognition only.

STRATEGIC PLAN LINK:

-Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The included Appointment is representative of City Council's approval from the July 27, 2020 meeting.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by: Amy Overton, Executive Assistant

Reviewed by:


Billy Iyus, Deputy City Manager

8/3/2020


Tara Henry, Legislative Assistant

8/3/2020

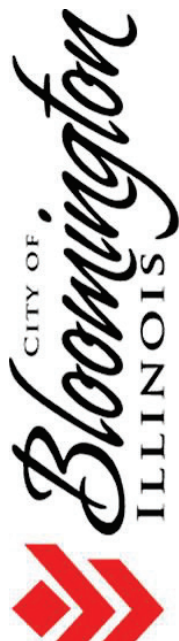
Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason', is positioned above a horizontal line.

Tim Gleason, City Manager

Attachments:

- ADM 1B Recognition of Appt from 072720_C Magnuson BN CVB



Appointment

Cheryl Magnuson: B/N Convention & Visitors Bureau Board

CONSENT AGENDA



CONSENT AGENDA ITEM NO. 8.A

FOR COUNCIL: August 10, 2020

SPONSOR: City Clerk Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Minutes of the June 24, 2020 Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION:

The proposed Minutes be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Tara Henry, Legislative Assistant

Reviewed by:

A handwritten signature in cursive script that reads "Tara Henry".

Tara Henry, Legislative Assistant

8/6/2020

Recommended by:

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

Tim Gleason, City Manager

Attachments:

- CLK 1B DRAFT 06-24-20 Council Meeting Minutes



**MINUTES
REGULAR SESSION CITY COUNCIL MEETING
WEDNESDAY, JUNE 24, 2020, 7:30 P.M.**

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

The City Council convened in Regular Session both in-person in City Hall's Council Chambers and virtually via Zoom conferencing at 7:30 p.m., Wednesday, June 24, 2020. The meeting was called to order by Mayor Tari Renner.

Roll Call

Attendee Name	Title	Status	Arrived
Tari Renner	Mayor	Remote	
Jamie Mathy	Ward 1	Absent	
Donna Boelen	Ward 2	Remote	
Mboka Mwilambwe	Ward 3	Remote	
Julie Emig	Ward 4	Remote	
Joni Painter	Ward 5	Remote	
Jennifer Jazmin Carrillo	Ward 6	Remote	7:31 PM
Scott Black	Ward 7	Remote	
Jeff Crabill	Ward 8	Remote	
Kim Bray	Ward 9	Remote	

COVID-19 Update by City Manager

Tim Gleason, City Manager, informed Council and the community that the State of Illinois was scheduled to enter Phase 4 of reopening on Friday, June 26, 2020. He explained that staff were evaluating impacts to municipal operations and that plan would be communicated soon. He announced that temporary outdoor dining permits had the opportunity to be extended through August 31, 2020. He commented on the positive community feedback received about the areas and highlighted the importance of American Disabilities Act (ADA) compliance in the areas. He moved on to discuss City finances and stated that the City was trending better than projected. He ended by reminding Council and the community that Finance Director, Scott Rathbun, would provide more detail into City finances in his Finance Director's Report at the end of the meeting.

Mayor Renner thanked Mr. Gleason and noted his appreciation for extending the use of outdoor dining and service areas through August.

Recognition/Appointments

There were no recognitions or appointments presented.

Public Comment

Mayor Renner opened the floor for public comment. One person, John Reed, had registered and addressed Council. City Clerk, Leslie Yocum, added that one other individual, Justin Boyd, had emailed public comment that was provided to Council before the meeting.

Consent Agenda

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

Council Member Boelen made a motion, seconded by Council Member Carrillo, that the Consent Agenda, including all items listed below except Items 8.H., 8.I., and 8.O., be approved as presented.

Item 8.A. Consideration and action to approve the Minutes of the May 11, 2020 Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 8.B. Consideration and action to approve Bills and Payroll in the amount of \$8,583,262.18, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 8.C. Consideration and action to approve Appointments to the John M. Scott Health Care Commission, as requested by the Administration Department. (Recommended Motion: The proposed Appointments be approved.)

Item 8.D. Consideration and action to approve Dean Messinger to the Police Pension Board, as requested by the Administration Department. (Recommended Motion: The proposed Appointment be approved.)

Item 8.E. Consideration and action to approve the Purchase of a Toro 5900 16' park mower from MTI Distributing Inc., in the amount of \$78,620.24, utilizing the IL State Contract #18-416CMS-BOSS4-P-621 (exp. 3/1/2021), as requested by the Parks, Recreation and Cultural Arts Department. (Recommended Motion: The proposed Purchase be approved.)

Item 8.F. Consideration and action to approve the Annual Software Licensing Maintenance and Support Payment with Tyler Technologies, for various MUNIS modules of the City's Enterprise Resource Planning (ERP) system, in the amount of \$197,832.59, as requested by the Information Services Department. (Recommended Motion: The proposed Renewal be approved.)

Item 8.G. Consideration and action to approve an Annual Regional Service Agreement with the McLean County Regional Planning Commission (MCRPC) for Regional Planning Services in the amount of \$54,000.00 for the fiscal year July 1 2020 through June 30 2021, as requested by the Community Development Department. (Recommended Motion: The proposed Agreement be approved.)

Item 8.H. was pulled from the Consent Agenda by Council Member Emig.

Item 8.I. was pulled from the Consent Agenda by Council Member Carrillo.

Item 8.J. Consideration and action to approve a Supplemental Resolution for Improvement Under the Illinois Highway Code and Preliminary/Construction Engineering Services Agreement Supplement for Motor Fuel Tax Funds for the Fox Creek Road Bridge and Road Improvements Project, in the amount of \$175,000, as requested by the Public Works

Department. (Recommended Motion: The proposed Supplemental Resolution and Agreement Supplement be approved.)

Item 8.K. Consideration and action on a Resolution Approving Acceptance of a Grant from the Illinois Housing Development Authority's Single-Family Rehab Program in the amount of \$444,000, as requested by the Community Development Department. (Recommended Motion: The proposed Resolution be approved.)

Item 8.L. Consideration and action on an Ordinance Approving a Purchase Agreement with the Girl Scouts of Central Illinois and Terminating its Lake Lease, as requested by the Public Works Department. (Recommended Motion: The proposed Ordinance and Purchase Agreement be approved.)

Item 8.M. Consideration and action on an Ordinance Approving an Application Submitted by CIP, LLC and JODI Bloomington MF, LLC Requesting Approval of a Site Plan and Special Use Permit for a Multiple-Family Residence in the B-2 Local Commercial District for the Property at 3216 Gerig Drive, as requested by the Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 8.N. Consideration and action on an Ordinance Approving the Final Plat of Club Carwash Subdivision for the Property at 2702 E. Oakland Ave. and Acceptance of the Pedestrian Easement, as requested by the Public Works Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 8.O. was pulled from the Consent Agenda by Council Member Mwilambwe.

Item 8.P. Consideration and action to approve a Lake Bloomington Lease Transfer of Lot 21 in Block 3 in Camp Kickapoo, from Joseph and Patricia Solberg, to the petitioners, Timothy and Stephanie Wolfe, as requested by the Public Works Department. (Recommended Motion: The proposed Lease Transfer be approved.)

Item 8.Q. Consideration and action to approve a Lake Bloomington Lease Transfer of Lot 5 in Block 1 in Camp Iroquois, from the Estate of Doris Jane Schweinberg to the petitioners, Ryan and Heidi White, as requested by the Public Works Department. (Recommended Motion: The proposed Lease Transfer be approved.)

Item 8.R. Consideration and action to approve a Lake Bloomington Lease Transfer and Supplemental Agreement for Lot 7 in Block 1 in Camp Iroquois, from Janet Alikonis, to the petitioners, Gregory and Lisa Benoit, as requested by the Public Works Department. (Recommended Motion: The proposed Lease Transfer and Supplemental Agreement be approved.)

Item 8.S. Consideration and action to approve a Lake Bloomington Lease Transfer and Supplemental Agreement for Lot 3 in Block 19 in Camp Potawatomie, from Pinder Hudson, to the petitioners, Thomas E. Herr, Trustee of the Thomas M. Herr Trust (UTA 05/08/2020), and Serena M. Herr, Trustee of the Serena M. Herr Trust (UTA 05/08/2020), as requested by the Public Works Department. (Recommended Motion: The proposed Lease Transfer and Supplemental Agreement be approved.)

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

AYES: Boelen, Mwilambwe, Emig, Painter, Carrillo, Black, Crabill, Bray

ABSENT: Mathy

Motion carried.

Items Pulled from the Consent Agenda

Item 8.H. Consideration and action to approve a four-year Intergovernmental Agreement with the Ecology Action Center (EAC) for the coordination of Household Hazardous Waste (HHW) Collection Program, related services, and Facility Feasibility Study Program, in the amount of \$27,000 per year, as requested by the Public Works Department.

Council Member Emig recused herself at 7:39 p.m. as she is an active Board Member of the Ecology Action Center.

Council Member Boelen made a motion, seconded by Council Member Crabill, that the proposed Intergovernmental Agreement be approved.

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

AYES: Boelen, Mwilambwe, Painter, Carrillo, Black, Crabill, Bray

ABSENT: Mathy

RECUSED: Emig

Motion carried.

Item 8.I. Consideration and action to approve a Resolution for Improvement Under the Illinois Highway Code and a Local Public Agency Agreement for Federal Participation for the land acquisition portion of Hamilton Road, Bunn to Commerce, in the amount of \$500,000, as requested by the Public Works Department.

Council Member Carrillo expressed she was not supportive of the item and wanted the opportunity to vote on the item individually.

Council Member Emig returned at 7:40 p.m.

Council Member Boelen stated that she had heard some negative discussion around the project and that she wanted to address the concerns she'd heard. She explained that the project was federally funded, similar to the Colton sewer repair project, and expressed her belief that many economic development opportunities for local businesses would result once the project was complete.

Mayor Renner pointed out that Connect Transit strongly supported the development and went on to explain that the development would reduce traffic, increase economic development opportunities, and create sustainability benefits for the community. He explained that the project had been in the planning stages for about a decade and once completed, would mostly benefit low- and middle-income households.

Council Member Crabill made a motion, seconded by Council Member Painter, that the proposed Resolution for Improvement and Agreement be approved.

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

AYES: Boelen, Mwilambwe, Emig, Painter, Black, Crabill, Bray

NAYES: Carrillo

ABSENT: Mathy

Motion carried.

Item 8.O. Consideration and action on an Ordinance Approving a Special Use Permit for the Expansion of a Place of Worship in the R-1C Single Family Residential District for the Property at 401 W. Union Street, as requested by the Community Development Department.

Council Member Mwilambwe recused himself at 7:42 p.m.

Mrs. Yocum explained that Council Member Mwilambwe had recused himself as he is a member of the applicant's place of worship.

Council Member Boelen made a motion, seconded by Council Member Bray, that the proposed Ordinance be approved.

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

AYES: Boelen, Emig, Painter, Carrillo, Black, Crabill, Bray

RECUSED: Mwilambwe

ABSENT: Mathy

Motion carried.

Council Member Mwilambwe returned at 7:43 p.m.

Public Hearing

A. Public hearing for amendments to the Citizen Participation Plan, as requested by the Community Development Department.

Mayor Renner opened the Public Hearing at 7:43 p.m.

Jennifer Toney, Grant Coordinator, stated that the proposed amendments were to the Citizen Participation Plan. She explained that the changes would include the ability to utilize funding available through the Community Development Block Grant (CDBG) for COVID-19. She described additional changes including: (1) the ability to hold virtual public hearings; (2) a reduction in public comment time from 30 days to 5 days; and (3) a reduction in the time required to provide notice to the public of Plan changes from 2 weeks to 5 days.

Council Member Carrillo made a motion, seconded by Council Member Crabill, that the Public Hearing be open to receive comments on the amendments to the Citizen Participation Plan.

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

AYES: Boelen, Mwilambwe, Emig, Painter, Carrillo, Black, Crabill, Bray

ABSENT: Mathy

Motion carried.

Mayor Renner opened the meeting for public comment. Mrs. Yocum explained that no individuals had registered to speak live or emailed public comment.

Mayor Renner closed the Public Hearing at 7:46 p.m.

B. Public Hearing on a Resolution Committing Local Funds, and the City of Bloomington's Rebuild Illinois Grant Application for Phase 2 of the Locust/Colton Combined Sewer Overflow Elimination Project, as requested by the Public Works Department and the Administration Department.

Mayor Renner opened the Public Hearing at 7:47 p.m.

Kevin Kothe, Public Works Director, addressed Council. He stated that the City would be applying for the Rebuild Illinois Grant Program (RIGP) to aid in funding Phase 2 of the Locust and Colton St. Combined Sewer Overflow Elimination Project (Locust/Colton Project). He explained that the RIGP was a new program created to aid local governments for vital public infrastructure projects and that it was very competitive. He described the Locust/Colton Project as a multi-phase project and noted that the City had completed Phase 1 of 9 phases. He provided a brief history of project funding and highlighted the repairs, upgrades, and curb-to-curb resurfacing for portions of the streets that were part of Phase 2.

Mr. Kothe stated that the RIGP allocated up to a \$5 million dollar project limit and walked through the total construction cost. He went on to list multiple benefits of the project, explained its necessity, and presented an illustration that compared a combined sewer system to a separated sewer system. He finished by highlighting updates to the grant application under the Minority Plan.

Mayor Renner opened the meeting for public comment. Mrs. Yocum explained that no individuals had registered to speak live or had emailed public comments.

Mayor Renner expressed interest in the City adopting a standard minority inclusion policy similar to the one presented. He pointed out that adopting a standard policy would eliminate one having to be added to each project individually.

Council Member Carrillo thanked Mr. Kothe for his presentation and for the updated language added to the proposal.

Mayor Renner reiterated his interest in a standard City policy.

Council Member Crabill expressed the same sentiments as Council Member Carrillo. He also expressed interest in a standard City policy that benefited all minorities.

Mr. Gleason informed Council that the language updates that Mr. Kothe stated were part of standard grant application requirements, but stated that staff was remiss to not have highlighted the minority component.

Council Member Emig thanked Mr. Kothe for the presentation and noted that the National Institutes of Health (NIH) and Environmental Protection Agency (EPA) both recommend the separation of sewers, as they are beneficial to the environment.

Mayor Renner closed the Public Hearing at 7:48 p.m.

City Manager Gleason pulled Item 10.D. from being considered on the Regular Agenda.

Regular Agenda

The following item was presented:

Item 10.A. Consideration and action to approve a Resolution Committing Local Funds and the City of Bloomington's Rebuild Illinois Grant Application for Phase 2 of the Locust/Colton Combined Sewer Overflow Elimination Project, as requested by the Public Works Department and the Administration Department.

Mr. Kothe stated that the presentation from Item 9.B. covered all explanations and that he had no additional comments. He welcomed additional questions from Council.

Council had no additional questions or comments.

Council Member Carrillo made a motion, seconded by Council Member Boelen, that the proposed Resolution and Grant Application be approved.

Mrs. Yocum confirmed with Council Members Carrillo and Boelen that the motion included the updated language presented during the public hearing in Item 9.B. They both confirmed.

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

AYES: Boelen, Mwilambwe, Emig, Painter, Carrillo, Black, Crabill, Bray

ABSENT: Mathy

Motion carried.

The following item was presented:

Item 10.B. Consideration and potential action regarding Ordinance 2020-18, An Ordinance Declaring A Local Emergency Due to the COVID-19 Virus & Enacting Various Emergency Measures, including consideration of an Ordinance Amending the Local Emergency Declaration Ordinance, Ordinance 2020-18, to Modify Section 2(H) Regarding the Moratorium on Interest, Fines and Penalties, as requested by the Legal Department.

City Manager Gleason reminded Council that the item was an Aldermanic Initiative by Council Member Mathy. He went on to explain that the amendment if approved would continue to postpone food and beverage taxes, utilities payments, and administrative court fines, with the addition of hotel, motel and entertainment taxes for non-operating establishments. He explained that the first motion would implement a 90-day payment deadline after entering Phase 4 of Reopen Illinois, and that the alternate motion would implement a 90-day deadline after entering Phase 5 of Restore Illinois.

Council Member Boelen expressed support of the amendment that implemented a 90-day moratorium on interest, fines and penalties after entering Phase 4 of the Restore Illinois plan.

Council Member Boelen made a motion, seconded by Council Member Crabill, that the proposed Ordinance Amending Ordinance 2020-18 to Modify Section 2(H) Regarding the Moratorium on Interest, Fines and Penalties be approved.

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

AYES: Boelen, Mwilambwe, Emig, Painter, Carrillo, Black, Crabill, Bray

ABSENT: Mathy

Motion carried.

The following item was presented:

Item 10.C. Consideration and action to ratify the Machinist Lodge 1000 Contract, as requested by the Human Resources Department and the Public Works Department.

Mr. Gleason stated that Lodge 1000 was a Union located in the Water Division of the Public Works Department, and that the item was another win-win situation for all involved. He went on to explain that Lodge 1000 was one of the last Unions to accept the Sick-Leave Buy Back (SLBB) Program and that the terms were the same as those for ASFME 699. He explained that employees would signal their intent to retire by October 31, 2020 and retire

by April 30, 2021. Mr. Gleason explained that the item was a three-year contract which increased by 2.5% for the first year, increased by 3% on May 1, 2021 for the second year, and then increased by 2% on May 1, 2022 for the third year with a two-tiered signing bonus.

Mayor Renner expressed his appreciation of the savings generated by negotiations being done in-house and in a respectful manner.

Council Member Boelen expressed appreciation of the accelerated payments and then asked for clarification on how payments would be made. Mr. Gleason responded accordingly. Council Member Boelen followed up by asking how the City could budget for the accelerated payments regarding pensions. Mr. Gleason explained procedure he had in mind. Council Member Boelen then asked how a retirement health savings account affected accelerated payments. Mr. Gleason stated that health savings account funds were separate and would not affect accelerated payments with IMRF.

Council Member Bray made a motion, seconded by Council Member Carrillo, that the proposed Contract be ratified.

Council Member Crabill asked how many employees would be eligible for the SLBB Program. Mr. Gleason responded that 30-40 employees would be eligible, but that he anticipated far less.

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

AYES: Boelen, Mwilambwe, Emig, Painter, Carrillo, Black, Crabill, Bray

ABSENT: Mathy

Motion carried.

The following item was pulled from consideration by City Manager Gleason:

Item 10.D. Presentation on Jamie Mathy's Aldermanic Initiative Proposal to bring back the Downtown Task Force Report, as requested by the Administration Department.

Mr. Gleason stated that the item was Council Member Mathy's Aldermanic Initiative and in light of his absence, the item would be placed on the July 13, 2020 City Council meeting.

Finance Director's Report

Mr. Gleason asked Scott Rathbun, Finance Director, to address Council. Mr. Rathbun stated that a more comprehensive review of the budget would be presented at the July Committee of the Whole, including the effects from COVID-19. He also pointed out that the FY21 projections would also be discussed.

He went on to explain that revenue from sales taxes would not be received from April's retail sales until July, at which point staff would present the impact of a full month of COVID-19 quarantine. He stated that no material impacts had occurred in the Enterprise Funds since the last update and compared major tax revenues against the budget while highlighting significant variances. He also compared pre-COVID budget projections against COVID projected impacts, and current estimates along with variances within the General Fund. He noted, overall, that the City had been negatively impacted by COVID, but that it was not as severe as anticipated. He finished by highlighting that City expenses were approximately \$800,000 under-budget and provided a few examples.

City Manager's Discussion

Mr. Gleason clarified the comments he made regarding the staff-recommended motion for Regular Agenda Item 10.B., motioned by Council Member Boelen. He confirmed that the 90-day timeline would begin after entering Phase 4 of the State's Reopen Illinois Plan. He explained the technical issue behind the connection to YouTube for the June 22, 2020 City Council Meeting, and provided reasoning for tonight's rescheduled meeting.

Mr. Gleason reminded the public to complete the 2020 Census and emphasized the Downtown Bloomington Farmers' Grab n' Go Outdoor Market. He then recognized and welcomed seven new City employees that were hired in May 2020. He also provided an update to Council Member Mathy's Aldermanic Initiative for Downtown Parking and pointed out that the temporary changes being discussed would not require Council action, a code change, or an amendment to the union contract for the operating hours of parking enforcement staff. He wrapped up by saying that the City would offer one 2-hour overtime slot each day for a 90-day trial run.

Mayor's Discussion

Mayor Renner stated that the City's general role, beyond public safety, was economic development, which included business development, retention, and attraction to foster community wealth and employment. He explained that if an individual had concerns about practices of a specific business, the City's Human Relations Commission could receive the complaint, which could initiate an investigation resulting in a fact-based hearing.

Council Member's Discussion

Council Member Boelen shared that a new property manager for the low-income housing area on S. Main Street endeavored to turn the neighborhood into a community. She celebrated his initiative and expressed her belief in improving one neighborhood at a time to improve the quality of life.

Council Member Emig recognized the Pulse Memorial that she attended and recognized an event hosted by Jazz Upfront that celebrated music. She mentioned that United Way Town Hall Meetings were held on Saturdays at 9:00 a.m. and explained how to attend.

Council Member Carrillo briefly addressed a few rumors and then commended staff for the transformation of Downtown with the addition of expanded outdoor dining and expressed interest it continuing beyond COVID-19. She mentioned attending the Pulse Memorial and expressed how powerful it was. She highlighted a Juneteenth event held by the local Black Lives Matter organization and read few of the demands released by the group. She reminded the public that the City had begun accepting applications for the COVID-19 assistance grant, as well as pointed out she had an upcoming virtual community Council meeting coming up.

Council Member Crabill suggested that the Human Relations Commission present at a Committee of the Whole Meeting to briefly explain their role, and explain procedures used to help improve the community. He provided information on his upcoming virtual town hall meeting and reminded listeners that the community bulk waste collection would begin on July 6th. He asked Mr. Gleason when Council would resume in-person meetings. Mr. Gleason responded that staff was working out the details of open meetings during Phase 4 of the Restore Illinois Plan.

Executive Session - Cite Section

No Executive Session was held.

Adjournment

Council Member Carrillo made a motion, seconded by Council Member Boelen, that the meeting be adjourned.

Motion carried (viva voce).

The meeting adjourned at 8:47 p.m.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Amanda Mohan, Deputy City Clerk



CONSENT AGENDA ITEM NO. 8.B

FOR COUNCIL: August 10, 2020

SPONSOR: Finance Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve Bills and Payroll in the amount of \$5,094,575.09, 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 \$5,094,575.09 (Payroll total \$2,315,731.75, Accounts Payable total \$2,776,299.68, and Bank Transfers total \$2,543.66).

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Support Staff V

Reviewed by:

A handwritten signature in black ink, appearing to read 'F. Scott Rathbun'.

F. Scott Rathbun, Finance Director

8/5/2020

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

Tara Henry, Legislative Assistant

8/6/2020

Recommended by:

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

Tim Gleason, City Manager

Attachments:

- FIN 1B Council Finance Summary Report

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
7/31/2020	\$ 2,085,760.88	\$ 229,970.87	\$ 2,315,731.75

Off Cycle Adjustments

		PAYROLL GRAND TOTAL	\$ 2,315,731.75
ACCOUNTS PAYABLE (WIRES)			
Date	Bank	Total	PCARDS Date Range Total
8/10/2020	AP General	\$ 2,629,627.01	
	AP JM Scott		
	AP Comm Devel	\$ 2,176.95	
	AP IHDA		
	AP Library	\$ 62,067.44	
7/29/2020-8/03/2020	AP MFT		
	Out of Cycle	\$ 82,428.28	
	AP Bank Transfers	\$ 2,543.66	
7/10/2020			
AP GRAND TOTAL		\$ 2,778,843.34	PCARD GRAND TOTAL

TOTAL	\$ 5,094,575.09
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Respectfully,

F. Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 8.C

FOR COUNCIL: August 10, 2020

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION:

The proposed Appointments be approved.

STRATEGIC PLAN LINK:

-Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

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

Cultural Commission: Christine Sipula to the Cultural Commission. Christine's term will be effective immediately and will expire 4-30-23, at which time she will be eligible to reapply. Application is on file in the Administration Office.

Planning Commission: Sheila Montney to the Planning Commission. Sheila's term will be effective immediately and will expire 4-30-23, at which time she will be eligible to reapply. Application is on file in the Administration Office.

Public Safety and Community Relations Board: Brigitte Black to the Public Safety and Community Relations Board. Brigitte's term will be effective immediately and will expire 4-30-23, at which time she will be eligible to reapply. Application is on file in the Administration Office.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Mayor contacts all recommended appointments.

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amy Overton, Executive Assistant

Reviewed by:

Handwritten signature of Billy Tyus in black ink.

Billy Tyus, Deputy City Manager

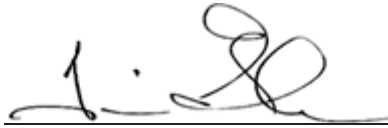
8/3/2020

Handwritten signature of Tara Henry in black ink.

Tara Henry, Legislative Assistant

8/4/2020

Recommended by:

Handwritten signature of Tim Gleason in black ink.

Tim Gleason, City Manager

Attachments:

- ADM 2B Cultural Commission Roster
- ADM 2C Planning Commission Roster
- ADM 2D PSCRB Roster

Cultural Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Appointment Date
x		Angelique	Racki	04/30/23	2016	03/27/17
x	Chair	Kellie	Williams	04/30/22	2016	04/22/19
x		Melissa	Libert	04/30/21	2018	12/17/18
x		Mark	Halx	04/30/22	2018	04/22/19
x		Ronald	Crick	04/30/22	2017	04/22/19
x		Julia	Cozad-Callighan	04/30/21	2018	03/26/18
x		Jeffrey	Pitzer	04/30/22	2019	08/12/19
x		Meryl	Brown	04/30/23	2018	08/27/18
x		Ryan	McCracken	04/30/21	2019	9/9/2019
x				04/30/20	2014	
x				04/30/22	2018	

Planning Commission

Mayor Appointed		First Name	Last Name	Expiration	Year First Appt	Appointment Date	Ward
x	Southeast	Eric	Penn	04/30/21	2016	04/23/18	1
x	Southeast	Megan	McCann	04/30/21	2018	03/12/18	4
X	Southeast	David	Stanczak	04/30/22	2012	04/22/19	8
x	Southeast	Thomas	Krieger	04/30/23	2017	04/27/20	5
Chair - x	Southeast	Megan	Headean	04/30/21	2015	04/23/18	1
x	Northeast	Mark	Muehleck	04/30/23	2017	04/27/20	9
x	Southwest	Justin	Boyd	04/30/22	2016	04/22/19	6
x	S Montney			04/30/20	2014	03/27/17	4
x				04/30/20	2014	03/13/17	9
x		John	Danenberger	04/30/23	2020	04/27/20	4
Vice Chair - x	Northeast	Tyson	Mohr	04/30/21	2018	04/09/18	8

Public Safety and Community Relations Board

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date
x		William	Bennett	04/30/21	2017	04/23/18
x	Chair	Robert	Bosquez	04/30/23	2017	04/27/20
x		Surena	Fish	04/30/21	2017	04/23/18
x				04/30/23	2017	04/27/20
x				04/30/20	2017	10/23/17
x		Arthur	Taylor	04/30/22	2017	04/22/19
x		Jeffery	Woodard	04/30/22	2017	04/22/19



CONSENT AGENDA ITEM NO. 8.D

FOR COUNCIL: August 10, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Contract with CDM Smith Inc. for the development of a Risk and Resilience Assessment and a corresponding Emergency Response Plan (RFQ #2021-01), in the amount not to exceed \$99,400, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Contract be approved.

STRATEGIC PLAN LINK:

-Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

-Objective 2b. Quality water for the long term

BACKGROUND: Public Works is recommending the approval of a contract with CDM Smith Inc. for the development of a Risk and Resilience Assessment (RRA) and a corresponding Emergency Response Plan (ERP) in compliance with the American Water Infrastructure Act (AWIA) of 2018, in the amount not to exceed \$99,400.

A Request for Qualifications, RFQ#2021-01, for Potable Water Risk and Resilience Assessment and Emergency Response Plan was released on May 11, 2020. The eleven vendors shown in the following table submitted statements of qualifications. There were no local firms who submitted a statement of qualifications.

<i>Company</i>	<i>Location</i>
<i>AARC Consultants</i>	San Antonio, Texas
<i>Baxter & Woodman</i>	Chicago, Illinois
<i>Burns & McDonnell</i>	Chicago, Illinois
<i>CDM Smith</i>	Chicago, Illinois
<i>Dewberry Engineers</i>	Peoria, Illinois
<i>Geosyntec Consultants</i>	Oakbrook, Illinois
<i>HS&E Compliance Resources</i>	Schereville, Indiana
<i>LaForge & Associates</i>	Lincoln, Illinois
<i>Robinson Engineering</i>	Bourbonnais, Illinois
<i>Tetra Tech</i>	Chicago, Illinois
<i>Woodard & Curran</i>	Portland, Maine

The evaluation team reviewed the submittals based on the following criteria:

 Responsiveness

- ❖ Qualifications and Experience of Firm
- ❖ Quality and Applicability of Prior Projects
- ❖ Prior Projects Completed on Time
- ❖ Project Approach and Timeline

City Staff reviewed and evaluated all eleven submittals in accordance with the Qualifications Based Selection procedures and ranked CDM Smith Inc. as the most qualified firm to perform the requested services. Public Works is recommending the contract with CDM Smith Inc., in part, because of their past experience with the City of Bloomington. In addition, their project approach and timeline are in line with the Acts requirements. CDM Smith Inc. has a history of completing projects for the City of Bloomington on time and on budget. The company provided a proposal for development of an RRA and a corresponding ERP. CDM Smith Inc. proposed Scope of Services and Professional Services Contract fees that are not to exceed \$99,400.

The AWIA requires utilities to conduct an RRA of their community water systems and develop a corresponding ERP. Upon completion of the RRA and the ERP, the City is required to submit self-certification to the U.S. Environmental Protection Agency showing compliance with each portion of the federal mandate. The City must submit certification of the Risk and Resilience Assessment by December 31, 2020, and the Emergency Response Plan within six months from submittal of the Risk and Resilience Assessment.

The RRA includes assessment of the risks to the system from malevolent acts and natural hazards, resilience of water facility infrastructure, monitoring practices of the system, financial infrastructure of the system, use, storage, or handling of various chemicals by the system, operation and maintenance of the system, unintentional human caused risks, dependency hazards, and an evaluation of capital and operational needs for risk and resilience management for the system.



RISK AND RESILIENCE ASSESSMENTS AND EMERGENCY RESPONSE PLANS:

NEW REQUIREMENTS FOR DRINKING WATER UTILITIES	Section 2013 of America's Water Infrastructure Act of 2018 (AWIA) requires community water systems¹ that serve more than 3,300 people to complete a risk and resilience assessment and develop an emergency response plan.
RISK AND RESILIENCE ASSESSMENT Your utility must conduct a risk and resilience assessment and submit certification of its completion to the U.S. EPA by the following dates:	EMERGENCY RESPONSE PLAN Your utility must develop or update an emergency response plan and certify completion to the U.S. EPA no later than six months after risk and resilience assessment certification. Each utility deadline is unique; however, the dates below are the due dates for utilities who submit a risk and resilience assessment certification by the final due date according to the population served.

The results of the RRA will help guide the ERP, which will include strategies and resources to improve the resilience of the system, including the physical security and cyber security of the system, actions, procedures, and equipment which can obviate or significantly lessen the impact of a malevolent act or natural hazard on the public health and the safety and supply of drinking water provided to communities and individuals. This includes the development of alternative source water options, relocation of water intakes, construction of flood protection barriers, and strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the system.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this expenditure is necessary, because this RRA and ERP are required by the American Water Infrastructure Act (AWIA) of 2018.

The Water Fund is an Enterprise Fund that generates fees for funding its operations. Water

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This RFQ was advertised in *The Pantagraph* on May 11, 2020.

FINANCIAL IMPACT: If approved, a contract not to exceed \$99,400 will be awarded to CDM Smith, Inc. Funds are included in the Water Purification-Other Professional & Technical Services account (50100130-70220). Stakeholders can locate this in the FY 2021 Budget book titled "Other Funds & Capital Improvement" on page 124.

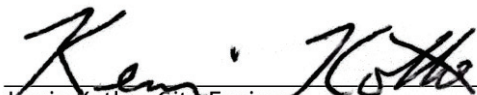
COMMUNITY DEVELOPMENT IMPACT:

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.

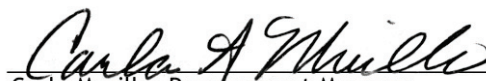
Respectfully submitted for Council consideration.

Prepared by: Kevin Whitehouse, Superintendent of Water Purification

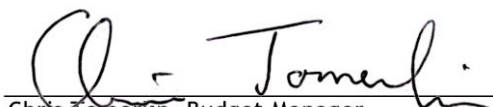
Reviewed by:


Kevin Kothe, City Engineer

7/27/2020


Carla Murillo, Procurement Manager

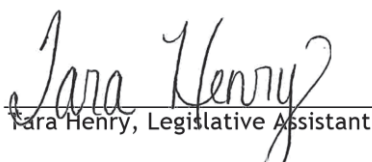
7/28/2020


Chris Tomerlin, Budget Manager

7/28/2020


Jeffrey R. Jurgens, Corporation Counsel

8/5/2020


Tara Henry, Legislative Assistant

8/5/2020

Recommended by:


Tim Gleason, City Manager

Attachments:

- PW 3B Contract_Risk and Resilience Contract 08102020
- PW 3C IDOT Fees_Risk and Resilience Contract 08102020
- PW 3D CDM IDOT Letter_Risk and Resilience Contract 08102020

CITY OF BLOOMINGTON CONTRACT WITH
CDM Smith Inc.
FOR PROFESSIONAL SERVICES FOR
Water System Risk & Resilience Assessments and ERP

THIS AGREEMENT, dated this 10 day of August, 2020, is between the City of Bloomington (hereinafter "CITY") and CDM Smith Inc. (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ Other: _____

The Contract shall also be subject to the following renewal terms, if any: ^{N/A} _____

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

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

CITY OF BLOOMINGTON

CDM Smith Inc.

By: _____
Its City Manager


By: Amrou Atassi
Its Vice President

ATTEST:

By: _____
City Clerk

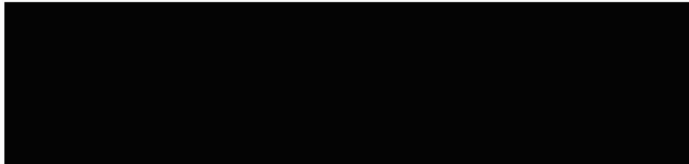

By: Candice Szczepanik
Its Senior Billing Accountant

EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

Please see next pages for scope of work.



125 South Wacker Drive, Suite 700
Chicago, IL 60606
tel: 312-346-5000

City of Bloomington
Water System Risk & Resilience and Emergency Response Plan
Scope of Work, Fee, and Schedule
Updated July 20, 2020

Project Understanding

The federal legislative requirement to America's Water Infrastructure Act of 2018 (AWIA) was signed into law on October 23, 2018 (Act). This new Act is more broad than other assessments related to risks and resilience, and specifically calls out the risks of "natural hazards" that have not been assessed by all utilities in the past under previously required vulnerability assessments. The AWIA encompasses:

- Pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage and distribution facilities, electronic, computer, or other automated systems;
- Monitoring practices;
- Financial infrastructure (such as billing mechanisms);
- Use, storage or handling of chemicals;
- Operation and maintenance; and
- Capital and operational needs for risk management

As part of the AWIA, the following must be performed:

- Conduct risk and resilience assessment assets listed above for malevolent acts and natural hazards
- Determine the System's resilience to those hazards
- Update the Emergency Response Plan (within 6 months of certification of completion of the Risk and Resilience Assessment).

Facilities include intakes, raw water pump stations, water treatment plant, storage, monitoring, chlorination, pumping and distribution. Identification of these hazards and risks, an assessment of the vulnerability and resilience of the operational and business needs will then be conducted.

Scope of Work

CDM Smith Inc.'s (CDM Smith) scope of work for the Water System Risk & Resiliency Report (RRA) and the Emergency Response Plan (ERP) project is divided into the following tasks.

- Task 1: Data Gathering/GAP Analysis
- Task 2: Conduct and Develop Risk and Resilience Assessment
- Task 3: Develop an Emergency Response Plan
- Task 4: Develop Council Presentations
- Task 5: Project Management and Administration

A detailed overview of the tasks is presented herein which, based on the Request for Qualifications and the AWIA requirements, CDM Smith will perform the following scope of services in order for the City of Bloomington Public Works (City) to comply with the requirements of this Act.

TASK 1: DATA GATHERING/GAP ANALYSIS

CDM Smith will facilitate a virtual kick-off meeting with the City to confirm project goals and key stakeholders for the project. As part of the previously prepared Water Infrastructure Master Plan for the City, CDM Smith visited all key water facilities, including raw and booster pump stations, water treatment plant, and other critical facilities. Information on those facilities are available from the Master Plan, however, if any additional visits are needed, those can be coordinated with other ongoing site visits as part of the current CDM Smith projects.

CDM Smith requests the City's assistance in providing the following documents:

- Local hazard mitigation plans
- Previously prepared vulnerability assessments
- Previously prepared Emergency Response Plans (ERP's) and associated annexes

CDM Smith will review existing data based on the AWWA J100 and G440 guidelines to identify additional criteria and procedures that need to be included in the AWIA RRA or ERP. As a product of meetings or discussions, CDM Smith may request additional data or information when it assists with refining the project to meet the City's needs, or aids CDM Smith with understanding specific processes or procedures.

Note that any data or information provided by the City will be handled in a confidential manner.

TASK 2: CONDUCT AND DEVELOP RISK AND RESILIENCE ASSESSMENT

TASK 2.I STAKEHOLDER WORKSHOPS AND DEVELOPMENT OF THE THREAT-ASSET MATRIX

As part of this task, CDM Smith will facilitate three virtual workshops (to be conducted over three separate sessions) with the City, including key staff across the production, distribution, and engineering units to qualitatively conduct the initial risk and resilience assessment. It is anticipated that these workshops will be held in the following stages of the project:

Stage 1: Review of Draft Threat Characterization Matrix

- Workshop #1: This workshop is anticipated to take place immediately after the initial threat characterization matrix is completed. The deliverable from this workshop is a populated risk matrix for “all-hazards” and critical assets (with a focus on above-ground assets), which will provide the basis for creation of the threat-asset pairs in J100.

Stage 2: Breakout Workshops:

- Workshops #2 and #3: These workshops will be topic-focused workshops. Cybersecurity is anticipated to be the focus of Workshop #2; and Workshop #3 is anticipated to focus on operation and maintenance.
- A separate meeting is anticipated to take place immediately after submittal of the draft risk and resilience analysis to review findings prior to completion of the final report.

Assets may be categorized into broad groups as necessary to move the discussion forward. Stakeholder workshops provide an efficient method to gather institutional knowledge about hazards, risks, and resilience from City stakeholders by:

- Understanding connections between ongoing issues and challenges, hazards, and current plans or actions
- Identifying vulnerabilities to inform the risk and resilience profiles for the threat-asset pairs under J100
- Developing and prioritizing actions to improve resilience that inform the ERP

The J100 guidance recommends that a core team of individuals collaborate at these workshops, including members from security, safety, treatment/distribution, operations and maintenance (O&M), engineering, information technology (IT), and finance. Additional stakeholders to be considered may include legal, human resources (HR), customer service, laboratory, and local first responders, and would be included in the workshops.

CDM Smith will plan, prepare for, and facilitate workshops with the City to efficiently collect input for the RRA.

The “all-hazards” approach will be based on the local hazard mitigation plan, and is anticipated to include at least the following hazards:

- Severe Weather
- Severe Winter Weather
- Flood

- Tornado
- Drought
- Assault on Water System– Physical
- Contamination of Finished Water – Intentional
- Theft or Diversion – Physical
- Cyber Attack on Business Enterprise Systems
- Cyber Attack on Process Control Systems
- Sabotage – Physical
- Contamination of Source Water – Intentional

In preparation for the workshops, CDM Smith will conduct an initial threat characterization to identify threats to the water system from a comprehensive “all-hazards” list of malevolent acts and natural hazards from the Environmental Protection Agency (EPA), and additional threats as identified by the City. The J100 guidance is selective in order to produce high net benefit options for reducing risk and improving resilience. During the initial asset characterization stage, the following will be performed:

- Identification and evaluation of critical assets, mission-critical functions, and supporting infrastructure and evaluation if there have been changes to the system that warrant an update to the critical asset list.
- Identification of the critical internal and external supporting infrastructure that will likely include the following: O&M, monitoring practices (new), and financial infrastructure (new). This includes identifying any existing protective countermeasures and mitigation measures/features.

TASK 2.2: RISK AND RESILIENCE ASSESSMENT

After the completion of Task 2.1, CDM Smith will conduct the formal RRA. CDM Smith developed a Microsoft Excel Tool which follows the J100 guidance and incorporates EPA AWIA resources for AWIA projects (RRA Tool). The RRA Tool will be delivered to the City at the end of the project, for use for future RRA requirements. This process will follow the RAMCAP method in the AWWA J100 guidance.

CDM Smith will finalize the asset and threat characterizations based on the City's priorities and the findings of Tasks 2.1 to identify, rank, and record the City's critical assets. The goal of this is to determine the critical and high-consequence facilities/assets and the high threat-likelihoods. These determine the "threat-asset pairs" that are the focus of the RRA. CDM Smith will use input from the workshops (conducted as part of Task 2.1) and data review (conducted as part of Task 1) to ensure that medium-consequence or likelihood threat-asset pairs are also included, as appropriate. The high-priority threat-asset pairs will move on to the consequence analysis, vulnerability assessment, and threat analysis described below.

In order to conduct the consequence, vulnerability, and threat calculations for high-priority threat-asset pairs, the following will be performed:

Consequence analysis : Develop and refine consequence metrics or criteria, such as financial, casualties, loss of revenue, and consequence metrics for each threat-asset following the RAMCAP process, and measure in dollars.

Vulnerability assessment : For each critical threat-asset pair, the vulnerability is determined by estimating the likelihood of an occurrence to the "all-hazards" threat. The output of a vulnerability analysis to malevolent incidents is the likelihood of success of the adversary for each specified attack scenario on each threat-asset pair, given that the attack is carried out. The parallel concept for natural hazards is the likelihood that the hazard will produce the consequences already estimated, given that the hazard occurs. This is expressed in a numerical value from zero (the threat is unlikely to occur and produce the consequence) to one (the threat is very likely to occur and produce the consequence).

Threat likelihood analysis : Conduct the threat analysis using the J100 guidance to estimate the likelihood or frequency of malevolent threats using the proxy measure, best estimate, or conditional assignment, and the probability of natural hazards and likelihood of dependency or proximity hazards. This is expressed in a numerical value from nearly zero (the threat is unlikely to occur) to one (the threat is certain to occur).

In order to conduct the Risk and Resilience Assessment, the following will be performed:

Calculate risk for each threat-asset pair as the product of the results from Consequence Analysis, Vulnerability Analysis, and Threat Analysis, using the following equation:

$$\text{Risk} = \text{Consequences} \times \text{Vulnerability} \times \text{Threat Likelihood} = C \times V \times T$$

Create the Utility Resilience Index (URI) as outlined in J100 as:

Operational – These indicators reflect the tactical capacity of the City Water Department to react quickly and/or cope with various incidents that have the potential to disrupt services.

Financial – These indicators reflect the fiscal capacity of the City Water Department and supporting community to react quickly, and/or cope with various incidents that have the potential to disrupt revenue.

Each of these indicators are numerical values from zero (not resilient) to one (highly resilient) designed to reflect the resilience of the City Water Department as a whole. They help to focus the City toward areas that need further attention to reduce risk and improve resilience. This will be presented in easy-to-understand dashboards as it applies to each critical asset.

The methodology, findings, costs, and recommendations of the Risk and Resilience process will be documented in a report format, including an executive summary. An electronic copy of the draft Risk and Resilience Assessment Report will be provided to the City for review. CDM Smith will virtually meet with the City to review this draft report. CDM Smith will incorporate the City's written comments on this draft report into a final Risk and Resilience Assessment report. The final submittal will include three (3) hard copies of the report in addition to raw electronic files of the final deliverable.

Certify the RRA: CDM Smith will assist the City in completing the EPA certification process as needed. The certification will require the water system name, PWSID#, the date certified, and a statement from the City that it has conducted, reviewed, (and revised as needed), the Risk and Resilience Assessment. It is acknowledged that this certification must be provided no later than December 31, 2020. CDM Smith will provide the DRAFT RRA by November 15, 2020 to allow time for the City to review, and for CDM Smith to incorporate final comments before the December 31, 2020 deadline.

TASK 3: DEVELOP AN EMERGENCY RESPONSE PLAN

As part of this task, CDM Smith will create an Emergency Response Plan (ERP) for the City as required by AWIA. This will build upon the City's existing ERP and associated annexes and will include actions that may be taken on the water system based on the outcome of the RRA.

The ERP will include the following items to enable the City to both respond to and proactively prepare for threats including:

- Strategies and resources to improve resilience, including physical security and cybersecurity
- Plans, procedures, and equipment for responding to a malevolent act or natural hazard
- Actions, procedures, and equipment to lessen the impact of malevolent acts and/or natural hazards, including alternative source water, relocation of intakes, and flood protection barriers

- Strategies to detect malevolent acts or natural hazards

CDM Smith and the City will have a virtual workshop for this task prior to the development of the ERP. The City should consider any other City departments that are important to emergency response activities.

An electronic copy of the draft ERP will be provided to the City for review. CDM Smith will incorporate the City's written comments on this draft report into a final ERP. Three (3) hard copies and an electronic copy of the final ERP will be submitted.

CDM Smith will provide the draft in advance of the final ERP for to allow time for the City to review, and for CDM Smith to incorporate final comments before submitting the final ERP within 6 months of certification of the RRA.

The deliverables for this task will be:

1. The completed Emergency Response Plan. The completion of this deliverable meets the AWIA requirements and will allow the City Water Department to certify compliance with the Act.
2. Assistance with certification, if needed.

TASK 4: DEVELOP COUNCIL PRESENTATIONS

As part of this Task, CDM Smith will prepare one City Council presentation for the RRA, and one for the ERP. CDM Smith will attend a total of two (2) City Council meetings to present the findings, recommendations, and answer any questions.

TASK 5: PROJECT MANAGEMENT AND ADMINISTRATION

In addition to the above tasks, CDM Smith will provide project management and administration services as required by the Term Agreement. These services include:

- Overall project management and coordination to complete this project on time and on budget
- Prepare monthly progress reports with an updated schedule and a list of activities completed, a list of upcoming activities, percent complete, and a list of issues to be resolved
- Hold periodic meetings as outlined herein. For each meeting, an agenda and meeting minutes will be produced

- Establish and maintain a complete documentation system, including meeting agenda and minutes, field site notes and photographs, correspondence, calculations, cost estimate, and any other relevant data and information
- Prepare invoices in accordance with the City's requirements

The proposed project schedule and associated milestones are as shown below. The project schedule will be updated and monitored throughout the project.

SCHEDULE

The Project will commence upon receiving the Notice to Proceed. CDM Smith will submit the DRAFT Risk and Resilience Report by November 15, 2020. CDM Smith will incorporate any comments received from the City and will present the Final Report to City Council at the December 14, 2020 presentation. CDM Smith will complete the ERP within six months of the RRA certification. A schedule exhibit is attached.

SUMMARY OF WORKSHOPS, MEETINGS AND PRESENTATIONS

It is anticipated that all workshops and meetings will be held virtually. The following summarizes the workshops, meetings and presentations that are anticipated for this project:

Workshops	Title
Workshop #1	Review of Draft Threat Characterization Matrix
Workshop #2	Cybersecurity
Workshop #3	Operation and Maintenance
Workshop #4	ERP Development
Meetings	
Kickoff Meeting	Kickoff Meeting
Review Meeting #1	Review of Results from the Draft Risk and Resilience Analysis
Review Meeting #2	Review of the Draft Risk and Resilience Assessment Report
Review Meeting #3	Review of Draft Emergency Response Plan
Council Presentations	
Presentation #1	RRA City Council Presentation
Presentation #2	ERP City Council Presentation

Terms and Conditions Applicable to Risk Assessments and Emergency Response Plans

The parties acknowledge and agree that the Performance of a Risk Assessment and assessment and development of an emergency response plan will not address or eliminate all risk to the City's facility from natural hazards or malevolent acts. The parties further acknowledge and agree that managing the security of information technology and operational technology systems (including hardware and software) is a continuously evolving endeavor. New threats arise every day as malevolent actors are continuously developing new strategies to defeat existing security systems and gain both physical and electronic access to systems. No security system exists that can protect against all intrusion.

The parties acknowledge and agree that any deficiencies or weaknesses in City's facilities identified by CDM Smith and the implementation of any recommended changes is meant to reduce vulnerability thereby decreasing overall risk but will not eliminate the risk entirely.

The following terms and conditions apply to all Risk Assessments and Emergency Response Plans type services and any additional or subsequent services performed by or on behalf of CDM Smith Inc.

1. LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR (1) LOST PROFITS; (2) LOSS OF BUSINESS; (3) LOSS OF DATA OR INTERRUPTION OF CORRUPTIUN OF DATA; OR (4) FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S SOLE LIABILITY TO THE OTHER PARTY IF ANY, FOR ANY AND ALL DAMAGES UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE FEES PAID OR THE FEES WHICH SHOULD HAVE BEEN PAID BY THE CITY TO CDM SMITH UNDER THE APPLICABLE STATEMENT OF WORK AT THE TIME THE CLAIM WAS MADE. NEITHER PARTY MAY COMMENCE ANY ACTION OR PROCEEDING UNDER THIS AGREEMENT, REGARDLESS OF FORM, MORE THAN TWO (2) YEARS AFTER THE DATE THE CAUSE OF ACTION OCCURRED. IF UNDER THE LAW RULED APPLICABLE TO THIS AGREEMENT ANY PART OF THIS SECTION IS INVALID, THEN EACH PARTY LIMITS ITS LIABILITY TO THE MAXIMUM EXTENT ALLOWED BY SAID LAW.

2. DISCLAIMER OF ALL WARRANTIES

CDM SMITH DOES NOT MAKE ANY AND HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. DISCLAIMER OF GUARANTEE

CDM SMITH DOES NOT MAKE AND HEREBY DISCLAIMS ALL GUARANTEES INCLUDING BUT NOT LIMITED TO ANY GUARANTEE THAT THE CITY WILL NOT EXPERIENCE A SECURITY BREACH EITHER BEFORE OR AFTER THE IMPLEMENTATION OF ANY RECOMMENDATIONS MADE BY CDM SMITH. ASSESSMENTS AND RECOMMENDATIONS REPRESENT A SNAPSHOT ON TIME WHEN THE SERVICES ARE PERFORMED AND DO NOT OFFER A GUARANTEE OF FUTURE SECURITY VULNERABILITIES.

4. SERVICES EXCLUDED

- a. CDM Smith's services do not include any type of audit requiring CDM Smith to sample or test or otherwise validate the technical information provided to it by the City.
- b. CDM Smith's services do not include actual remediation of any compliance/security gaps.

5. LANGUAGE TO BE INCLUDED IN ASSESSMENT

The parties agree that the following language will be included in the final document prepared by CDM Smith

The opinions, conclusions, and recommendations contained in this report and City's implementation of any recommended changes are meant to reduce the risk to the City's facilities from natural hazards and malevolent acts but will not eliminate the risk entirely. CDM Smith does not make and hereby disclaims all warranties and guarantees including but not limited to any warranty/guarantee that City will not experience or be impacted by a natural hazard or malevolent act at its facilities described in this report either before or after the implementation of any recommendations made by CDM Smith.

City of Bloomington RRA and ERP Project Kick-Off Schedule																
ID	Task Mode	Task Name	Duration	Start	Finish	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
1		City Council Approval	0 days	Mon 8/10/20	Mon 8/10/20			8/10								
2		Notice to Proceed	1 day?	Mon 8/17/20	Mon 8/17/20											
3		Kickoff Meeting	0 days	Mon 8/24/20	Mon 8/24/20											
4		RRA Report	154 days?	Mon 8/24/20	Mon 12/14/20											
5		Develop Threat Characterization Matrix	30 days	Mon 8/24/20	Mon 9/14/20											
6		Workshop #1 - Week of Sep 14	6.63 days	Mon 9/14/20	Fri 9/18/20											
7		Workshop #2 - Week of Sep 21	6.63 days	Mon 9/21/20	Fri 9/25/20											
8		Workshop #3 - Week of Sep 28	6.63 days	Mon 9/28/20	Fri 10/2/20											
9		Review Meeting #1: Review Results of Risk and Resiliency Analysis	6.63 days	Mon 10/19/20	Fri 10/23/20											
10		Draft RRA Report	112.5 days	Mon 8/24/20	Fri 11/13/20											
11		City Review & Review Meeting #2: Review Draft RRA Report	24.88 days	Mon 11/16/20	Fri 12/4/20											
12		Final RRA Report and Submit Certification	16.25 days	Mon 12/7/20	Fri 12/18/20											
13		City Council Presentation	1.13 days	Mon 12/14/20	Mon 12/14/20											
14		Emergency Response Plan	179.88 day	Thu 12/24/20	Mon 5/3/21											
15		Draft Emergency Response Plan	136.5 days	Mon 1/4/21	Tue 4/13/21											
16		Workshop #4	12.13 days	Mon 4/5/21	Tue 4/13/21											
17		Final Emergency Response Plan	0 days	Mon 5/3/21	Mon 5/3/21											5/3
City of Bloomington RRA and ERP Schedule Task Split Milestone Summary Project Summary Inactive Task Inactive Milestone Inactive Summary Manual Task Duration-only Manual Summary Rollup Manual Summary Start-only Finish-only External Tasks External Milestone Deadline Progress Manual Progress																
Page 1																

EXHIBIT B
PAYMENT TERMS

CDM Smith will complete the above scope of services for a not-to-exceed fee of \$99,400 with monthly invoices consistent with the work performed. This fee for this work will be cost plus fixed fee, as shown in Exhibit 1.



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

October 1, 2019

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

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

Dear Mr. Pasinski:

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

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

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

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

Sincerely,

A black rectangular box redacting the signature of Jack A. Elston.

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



CONSENT AGENDA ITEM NO. 8.E

FOR COUNCIL: August 10, 2020

SPONSOR: City Clerk Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Contract with Bradford Systems, Corp for Scanning, Microfilming, Storing, and Shredding of City Documents, as requested by the City Clerk 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 Clerk is the keeper of records for the City of Bloomington. Currently, many of these records are in hard paper or microfilm/fiche format. In an effort to clean up document storage of the City and make files more accessible to internal staff and citizens alike, the City Clerk issued a Request for Proposal (RFP) to digitize and, ultimately, clean-up all City records. The City Clerk sought through the RFP a single company to provide and manage prepping, scanning, microfilming, shredding, and storing documents ("Services") from all City Departments.

Seven companies submitted proposals. No proposals were submitted by businesses in Bloomington and only one proposal was received from a business in the Town of Normal. The business in the Town of Normal, however, could only assist with one element of the RFP, shredding. Bradford Systems, Corp. out of Elmhurst, IL submitted the most sufficient proposal as it exceeded all the Clerk's goals laid out in the RFP.

If approved, the proposed agreement with Bradford Systems will lock-in rates for Services for three years with automatic renewals in twelve-month increments unless terminated by either party. Bradford Systems ensures through the agreement that all Services provided will be done so in a professional and confidential manner provided in a safe and secure environment. Under the contract, all City departments will work through the City Clerk Department to clean-up and digitize all current and future records.

Each year the City's document maintenance and conversion project will run in conjunction with the proposed contract, if approved, and each year's annual approved budget. The City Clerk will oversee use of each year's budgeted funds to move the project along as far as possible within that budget. In FY2021 the City Clerk Department has \$30,000 budgeted for this project, Human Resources has \$20,000 budgeted, and there's another \$15,000 budgeted between various other departments. See the Financial Impact section for additional detail.

Digitization of records is the way of the future. It reduces the need for physical storage, as

well as allows for greater and more efficient ease of access to documents. The City Clerk Department has spent a lot of time researching and planning for this conversion. Approval of this contract is the first step in a very large and important project to centralize all City documents into one database. The City Clerk sees this project as not only innovative, but necessary to ensure true legal compliance and transparency.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this project is a priority of the City, and staff is recommending it be approved. The project is a priority due significantly increased efficiency and long-term savings in funds. This will also allow greater access to necessary documentation City-wide.

The Finance Department is monitoring the financial impact of the pandemic.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, expenses will be paid from the following General Fund Imaging accounts: City Clerk, \$30,000 budgeted (10011310-70612); Human Resources, \$20,000 budgeted (10011410-70612); Building Safety, \$10,000 budgeted (10015410-70612); Planning, \$2,500 budgeted (10015420-70612); and Code Enforcement, \$2,500 budgeted (10015430-70612). Stakeholders can locate information on these accounts in the FY2021 Adopted Budget Book titled "Budget Overview & General Fund" on pages 136, 142, 254, 260 and 264.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Josh Austin, Contract Administrator

Reviewed by:


Leslie Yocum, City Clerk

8/5/2020


Misty Shafer, Procurement Specialist

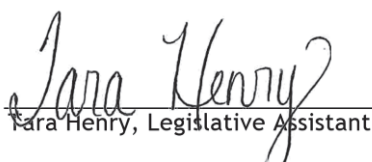
8/6/2020


F. Scott Rathbun, Finance Director

8/6/2020

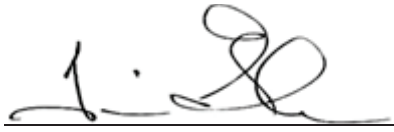

Jeffrey R. Jurgens, Corporation Counsel

8/6/2020


Tara Henry, Legislative Assistant

8/6/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- CLK 2B RFP #2020-38 RFP Submission Scanning Microfilming Storage Shredding
- CLK 2C City of Bloomington Agreement with Bradford Systems



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

RECORD OF RFP OPENING FOR:

RFP #2020-38
Citywide Scanning, Microfilming, Storage & Shredding

DATE: March 19, 2020

TIME: 10:00 a.m.

Received Date & Time & Staff Initials	Offeror's Name	City, State
3/17/20 2:15 PM JC	Confidential On-Site Paper Shredding	Normal, IL
3/18/20 10:15 AM JA	Tara Caveney - Proved IT	Timley Park, IL
3/18/20 10:15 AM TH	Numero.com	Memphis, TN
3/18/20 4:10 PM JC	Imaging Office Systems	Schaumburg, IL
3/18/20 6:45 PM CM	Konica Minolta	Downers Grove, IL
3/19/20 7:50 PM UY	Precise Legal Services	Saint Louis, MO
3/19/20 7:50 PM UY	Broadford Systems Corporation	Allen, TX

WITNESSES:

Carolyn M. Hille

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

SERVICES AGREEMENT

This Services Agreement (this "Agreement") is entered into by and between BRADFORD SYSTEMS CORPORATION, a Illinois corporation ("BSC"), having a principal address of 945 N Oaklawn Avenue, Elmhurst, Illinois 60126, and the below identified company ("COMPANY" or "City of Bloomington"), to be effective as of the effective date set forth below (the "Effective Date").

COMPANY: **City of Bloomington**
ADDRESS 109 E Olive St, Bloomington, IL 61701
PHONE: 309-434-2398
EMAIL: legal@cityblm.org (legal notices) jaustin@cityblm.org (standard communications)
ATTN: Legal Department

WHEREAS, COMPANY desires to hire BSC to provide it with scanning, shredding, and potential microfilming services (the "Services") as shall be more particularly described on a separate and independent Scope of Work, a form of which is attached hereto as Exhibit "A" and incorporated herein for all purposes (the "Scope of Work"); and

WHEREAS, BSC desires to perform such Services for the City of Bloomington under the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Agreement. The City of Bloomington hereby hires BSC, and BSC hereby agrees to be engaged by the City of Bloomington, during the Term (hereinafter defined) to perform certain Services as shall be set forth in separate and independent Scope of Work, such Scope of Work to be provided and enforced in accordance with the terms and conditions set forth in this Agreement. Each Scope of Work shall be signed by both the City of Bloomington and BSC. Each Scope of Work shall clearly set forth the following information with respect to the Services provided thereunder: project name, scope of services and details related thereto (including anticipated milestones), duration of the project (including anticipated time line and deadlines), fees due to BSC for such Services (including any applicable fee schedule, payment schedule and terms).

In connection with the Services, any Services which involve importing data directly into Laserfiche shall be performed and provided in accordance with the provisions of Exhibit "B" attached hereto and incorporated herein.

2. Term and Termination. The Term (so called herein) shall commence as of the Effective Date hereof, with the first year to end coinciding with the City of Bloomington's fiscal year on April 30, 2021, the next two years running May 1 through April 30, the contract ending on April 30, 2023; at which time the parties may mutually agree, in writing, to renew the contract for additional twelve (12) month periods continuing the Services as set forth in the respective Scope of Work (the "Term"), unless earlier terminated as provided herein. Either party may terminate this Agreement upon the provision of at least thirty (30) days prior, written notice without cause, at which time all materials owned by the City of Bloomington and in the custody of BSC shall be returned to the City of Bloomington.

3. Compensation and Expenses.

- a. **Compensation.** BSC's fees and compensation ("Compensation") for the Services shall be as set forth on the respective Scope of Work, and unless otherwise set forth in the Scope of Work, such Compensation shall be due and payable to BSC, within 30 business days after the City of Bloomington's receipt of invoice from BSC. The provisions of this Section shall constitute the payment terms for this Agreement, unless otherwise specifically set forth in the Scope of Work. Each invoice shall include (i) a description of the Services performed, (ii) true and correct copies of any and all receipts, invoices, and other documents and materials in support of the invoice, and (iii) any such additional documents, materials, or other information as the City of Bloomington may request in connection with the invoice and/or the Compensation. The City of Bloomington shall be responsible to pay and/or reimburse BSC for any expenses associated with the Services only as approved in advance, in writing, by the City of Bloomington.
4. **Ownership.** Except for any pre-existing works and work product already owned and/or created by BSC prior to the Effective Date, any Work Product (herein so called) specifically produced or created by or for BSC for the City of Bloomington under this Agreement (including as described in any Scope of Work) shall belong exclusively to the City of Bloomington and shall constitute "work made for hire" under applicable copyright laws and regulations, and to the extent such work does not constitute a work made for hire, BSC shall assign to the City of Bloomington all rights, title and interest in the Work Product, including the intellectual property rights therein. The obligations and licenses set forth in this Section shall survive the expiration or earlier termination of this Agreement in perpetuity.
5. **Confidentiality.** BSC shall treat and handle as confidential all records, papers, documents, plans, and all other materials and information, in whatever form or format, received by BSC from or on behalf of the City of Bloomington, or prepared by BSC or any BSC contractor for the City of Bloomington, under or in connection with this Agreement (collectively, "Records"), and shall not release, reveal, divulge, or furnish the same to any person or entity unless authorized in writing by the City or as otherwise required by law, after providing at least ten (10) business days prior written notice to the City of Bloomington. The obligations set forth in this Section shall survive the expiration or earlier termination of this Agreement in perpetuity. Both parties acknowledge and agree that this agreement, made with a municipality, shall be subject to the Freedom of Information Act (FOIA).
6. **Return of Materials.** BSC shall not make copies of any of the Records without the prior written consent of the City of Bloomington. Upon termination of this Agreement or at the request of the City of Bloomington, BSC shall promptly deliver to the City of Bloomington all Records (including any copies thereof). The provisions of this Section 6 shall survive the expiration or termination of this Agreement.
7. **Representations, Warranties and Covenants.** Each party represents, warrants, and covenants to the other party as follows: (a) each party has full right, power, and authority to enter into this Agreement and to perform the duties and obligations contemplated hereby; and (b) the execution and delivery of this Agreement by each party does not (i) violate any terms or provisions of any law or any order, writ, or judgment under which such party is bound or (ii) result in a violation or breach of, or constitute (with or without notice or lapse of time or both) a default under, or give to any person or entity any right of termination, cancellation, acceleration, or modification in or with respect to any contract to which such party is a party.

The Services shall be provided and performed by BSC in a professional manner and using its best professional efforts, consistent with that level of care and skill ordinarily exercised by reputable members that provide document scanning and archiving services in the United States of America. BSC represents and warrants that it has the skill and the professional expertise necessary to provide the Services to the City of Bloomington, and shall perform all of its duties and obligations hereunder in a good and workman-like manner, and in compliance with all Federal, State, and local laws, rules, codes, standards, and regulations, including but not limited to any standards, rules, or regulations adopted or established by the Illinois State Records Act [5 ILCS 160] and Title 44, Subtitle C, Chapter IV, Part 4400 State Records Commissions of the Illinois Joint Committee on Administrative Rules Administrative Code. BSC represents and warrants that all of its personnel that provide any portion of the Services shall have been adequately trained to provide the Services and are fully capable of performing the same.

8. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE FOR ANY DIRECT OR INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT. THE OBLIGATIONS SET FORTH IN THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT IN PERPETUITY.
9. **Independent Contractor.** BSC is an independent contractor, and with regard to the Compensation paid to it under this Agreement. Nothing in this Agreement creates nor shall be construed to create an employer-employee relationship, a joint venture relationship, a joint enterprise, or to allow the City of Bloomington to exercise discretion or control over the manner in which BSC performs the Services which are the subject matter of this Agreement.
10. **BSC's Indemnification Obligation.** BSC covenants, agrees to, and shall DEFEND (with counsel reasonably acceptable to the City of Bloomington), INDEMNIFY, AND HOLD HARMLESS the City of Bloomington, the past, present and future elected and appointed officials, and the past, present and future officers, employees, agents, and representatives of the City of Bloomington, individually or collectively, in both their official and private capacities (the said City of Bloomington, elected and appointed officials, and officers, employees, agents, and representatives of the City of Bloomington each being a "Bloomington Person" and collectively the "Bloomington Persons"), from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees, fines, penalties, expenses, or costs, of any kind and nature whatsoever made upon or incurred by the City of Bloomington and/or any other Bloomington Person, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to: (i) the Services to be provided by BSC pursuant to this Agreement as described herein, including in the Recitals above, in Section 1, and in any Scope of Work as described herein, (ii) any representations and/or warranties by BSC under this Agreement, (iii) any personal injuries (including but not limited to death) to any BSC Persons (as hereinafter defined) and/or to any third persons or parties arising out of or in connection with the provision of Services under this Agreement, and/or (iv) any act or omission under, in performance of, or in connection with this Agreement by BSC or by any of its owners, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, customers, licensees, sublicensees, or any other person or entity for whom BSC is legally responsible, and their respective owners, directors, officers, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, customers, licensees, sublicensees (collectively, "BSC Persons"). SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY BLOOMINGTON PERSON, OR CONDUCT BY ANY BLOOMINGTON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

BSC shall promptly advise the City of Bloomington in writing of any claim or demand against any Bloomington Person related to or arising out of BSC's activities under this Agreement and shall see to the investigation and defense of such claim or demand at BSC's sole cost and expense. The Bloomington Persons shall have the right, at the Bloomington Persons' option and own expense, to participate in such defense without relieving BSC of any of its obligations hereunder. This defense, indemnity, and hold harmless provision shall survive the termination or expiration of this Agreement.

10(a) The city of Bloomington **agrees to indemnify, and hold harmless** Bradford Systems Corporation, their officers and employees from and against any loss, cost, or damage of any kind (including reasonable outside attorneys' fees) to the extent arising out of its breach of this Agreement, and/or its negligence or willful misconduct

11. Miscellaneous.

a. Non-performance by a party will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts, wars, acts of terrorism, orders or restrictions, epidemics or pandemics, failure of suppliers or any other reason where failure to perform is beyond the control and not caused by the negligence or intentional actions or omissions of such party. Upon the occurrence of such an event, the non-performing party will be excused from any further performance of its obligations under this Agreement affected by the event for as long as (a) the event continues, and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. Upon the occurrence of such an event and in order to be excused from performance, the non-performing party will immediately notify the other party by telephone (to be confirmed by written notice within two (2) business days of the failure or delay) of the occurrence of the event and will describe in reasonable detail the nature of the Force Majeure Event.

b. This Agreement may not be assigned, transferred, or otherwise conveyed by either party without the prior written consent of the other party. BSC shall not subcontract this Agreement or any of the Services without the prior written consent of the City of Bloomington.

c. In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement will remain valid and enforceable according to its terms.

d. All notices or other communication required or permitted by this Agreement to be served on or given to either party to this Agreement by the other party must be in writing and addressed to primary address of the party as listed in the preamble to this Agreement and shall be deemed duly served and given when (i) personally delivered, by receipted delivery, to the party to whom it is directed or, (ii) in lieu of such personal service, when sent by (A) registered or certified U.S. mail, return receipt requested, or by (B) overnight delivery by a nationally recognized overnight carrier (e.g., Federal Express) for next business day delivery. Such notice or other communication will be deemed to have been given (i) when received if personally delivered as set forth above, or (ii) if sent by U.S. registered or certified mail, on the earlier of the actual receipt of the notice or other communication, or (iii) if sent by overnight delivery, on the first business day following deposit of the notice or other communication with a nationally recognized overnight carrier unless the carrier confirms such notice was not delivered, then on the day such carrier actually delivers such notice.

e. This Agreement (and including any applicable Scope of Work) supersedes all prior written or oral understandings and constitutes the entire agreement between the City of Bloomington and BSC with respect

to the Services provided under this Agreement. The terms of this Agreement may be modified only in a writing signed by both parties.

f. Both parties agree that this Agreement will be governed by the laws of the State of Illinois, without regard to choice of laws rules of any jurisdiction, and that exclusive venue with respect to any claims hereunder shall be in McLean County, Illinois. The parties agree that time shall be of the essence in the performance of all obligations contained herein and BSC shall perform the Services in accordance with the schedule that may be included in an applicable Scope of Work; however, in the absence of a specific schedule, the Services shall be performed to completion in a diligent and timely manner.

g. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the City of Bloomington, its officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit.

h. Section and paragraph headings are for convenience only and shall not be used in interpretation of this Agreement. For purposes of this Agreement, “includes” and “including” are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

i. This Agreement shall be binding on and inure to the benefit of the parties, their respective permitted successors and permitted assigns. This Agreement and all of its provisions are solely for the benefit of the parties hereto and do not and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

j. Except as set forth in or otherwise limited by this Agreement, the remedies and rights set forth in this Agreement: (a) are and shall be in addition to any and all other remedies and rights either party may have at law, in equity, or otherwise, (b) shall be cumulative, and (c) may be pursued successively or concurrently as either party may elect. The exercise of any remedy or right by either party shall not be deemed an election of remedies or rights or preclude that party from exercising any other remedies or rights in the future. Any rights and remedies either party may have with respect to the other arising out of this Agreement shall survive the expiration or termination of this Agreement. All waivers must be in writing and signed by the waiving party.

k. The above and foregoing recitals are true and correct and are incorporated into and made a part of this Agreement for all purposes.

l. The undersigned representatives of the parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the respective parties hereto.

By signing in the spaces provided below, the parties have agreed to all of the terms and conditions set forth in this Agreement to be effective as of the _____ day of _____, 20_____
(the "Effective Date").

BRADFORD SYSTEMS CORPORATION

By: _____

Name: Anna Stratton

Title: SVP, Document Management Services

City of Bloomington:

By: _____

Name: _____

Title: _____



City of Bloomington
Citywide Scanning, Microfilming, Storage & Shredding

EXHIBIT A

SCOPE OF SERVICES / WORK PROVIDED

Investment Pricing Assumptions and Notations

As noted throughout the RFP process, there are various items that have yet to be identified or validated. For example:

- a. Indexing
- b. Document classification
- c. Document Prep levels
- d. Condition of media (documents, index cards, etc.)
- e. Quantities

We recognize that this is a back-file conversion of a multitude of document types for various departments and that this information is not readily available; especially for documents that have been in archive for several years. Our interpretation of intent is to assume that the City of Bloomington is seeking a qualified vendor to collaborate and work with on the various areas that have yet to be identified. Our standard price model is typically all inclusive in a per image cost. At times, pick-up charges may be added depending on the distance and quantity.

What we have provided below represents the items in the scope of work, however, we respectfully submit that without access to the documents and additional information, this per image price may be adjusted (up or down) based on follow-up conversations.

Finally, there is not enough information regarding the microfilm process that may be required. Although, we maintain that archival PDF-A is the benchmark for archival formats.



City of Bloomington
Citywide Scanning, Microfilming, Storage & Shredding

Digital Conversion

We validate, based on the assumptions noted, that the per image pricing is all inclusive of the following tasks:

- Kick-Off Site Meeting
- Project Plan and timeline
- Secure Chain of Custody Transport
- Intake & Manifest (***based on client provided data***)
- Barcode cover sheet match and processing (based on client provided data)
- Document prep
- Scanning (600 DPI in B&W/Gray Scale or Color as needed)
- 100% QC viewing of each image
- Exceptions and corrections
- OCR/Text Searchable PDF

Digital Conversion Investment		
Description	Unit	Per Unit Cost
Paper to PDF/A (Up to 11 x 17)	Image	\$ 0.08
Large Format Paper (Up to 36 x 48)*	Image	\$ 1.50
Microfilm (100 ft roll)	Roll	\$ 41.25
Microfilm (215 ft roll)	Roll	\$ 66.00
Microfiche	Card	\$ 1.98

The following items are not included in the above pricing

1. Document classification
2. Keystroke Indexing
3. Shredding (costs vary based on quantity and location)

Price Notes

1. Large format pricing based on "average" condition of Paper
2. Exception Handling may include the following items
 - a. Poor Image Quality which requires many setting changes to obtain readable images
 - b. Low quantities of images on microfiche
 - c. Any additional index and breaking that the customer may want
 - d. Any other special handling that creates additional resources above normal film/fiche



City of Bloomington
Citywide Scanning, Microfilming, Storage & Shredding

EXHIBIT B

PAYMENT TERMS

1. Bradford Corporation standard terms at net 30
2. Services are typically invoiced based on actual deliverables each month.
3. Terms and invoicing process may be amended to align with state and federal guidelines.
4. SAMPLE INVOICE ATTACHED



#

due by

INSTALL TO

CUSTOMER PO #		SALESPERSON	TERMS OF SALE		JOB #	INVOICE DATE	INVOICE TYPE
							Final Billing
Line	Part #	Description	Qty	On B.O.	Unit	Price Ea	Ext Price

Subtotal	\$0.00
Sales Tax	\$0.00
Total	\$0.00

A 4% convenience fee will be added to all orders paying with a credit card.

In an effort to streamline our business, Bradford Systems Corporation is requesting that all payments be made electronically whenever possible. Below is our banking/routing information for future payments.

ABA: 071925538
Account Number: 0004086761

Billing %	100.00%
Tax	\$0.00
Subtotal	\$0.00
Credits / Discounts	\$0.00
Amount Due	\$0.00

Please remit payment to:
Accounts Receivable
Bradford Systems Corporation
945 Oaklawn Avenue
Elmhurst, IL 60126



CONSENT AGENDA ITEM NO. 8.F

FOR COUNCIL: August 10, 2020

SPONSOR: Parks, Recreation and Cultural Arts Department

WARD IMPACTED: Ward 7

SUBJECT: Consideration and action to approve a Contract with Stark Excavating, Inc in the amount of \$139,526.20 for the O'Neil Pool Site Demolition - Bid #2021-11 (Base bid + Alt. #2), as requested by the Parks, Recreation and Cultural Arts Department.

RECOMMENDED MOTION:

The proposed Contract be approved.

STRATEGIC PLAN LINK:

- Goal 5. Great Place - Livable, Sustainable City
- Goal 4. Strong Neighborhoods
- Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5e. More attractive city: commercial areas and neighborhoods
- Objective 5a. Well-planned City with necessary services and infrastructure
- Objective 4d. Improved neighborhood infrastructure
- Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service

BACKGROUND: O'Neil Park, at 1515 W. Chestnut Street, is home to an aging pool facility. The pool was built in 1975 and has outlived its 25-year expected lifespan. Numerous costly repairs have been needed in recent years to keep the facility open. The pool has remained closed this season due to the Covid-19 pandemic. The demolition of the pool site at this time includes the bath/guard house, the main pool and the wading pool, the pool decking, and the surrounding safety fencing, which will make way for a new aquatic facility, along with other park amenities, to be designed and built in the near future.

The location of O'Neil Park allows it to serve a wide economic range of citizenry. Demolishing the existing pool site this fall to make way for the design and construction of a new aquatic center and other upgraded park amenities will serve the community well for years to come.

City staff is recommending the base bid, plus alternate number 2 be accepted. Stark Excavating, Inc. was the low bidder at \$139,526.20. This bid, if approved, is roughly \$85,000 less than had been allocated to cover demolition cost with this year's budget. The other bids were as follows:

Bidder's Name	City, State	Base Bid	Base + Alt #2
Green Demolition	Chicago, IL	\$100,050.00	\$142,050.00
Alpine Demolition Services	St. Charles, IL	\$146,280.00	\$229,280.00

Shafer Excavating, Inc.	Caseyville, IL	\$253,300.00	\$347,100.00
Stark Excavating, Inc.	Bloomington, IL	\$106,062.20	\$139,526.20

Stark Excavating, Inc. is a local bidder, so no adjustments were necessary under the City's Local Preference Policy in making the recommendation.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this project is a priority of the City and staff is recommending it be approved. The Finance Department has further reviewed the costs associated with project and believes adequate funding will be available.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, \$139,526.20 will be transferred from the Aquatics-Seasonal Salaries account (10014120-61130) to the newly created Aquatics-Demolition account (10014120-70651) where the demolition project will be paid. Stakeholders can locate the Aquatics budget in the FY 2021 Budget Book titled "Budget Overview & General Fund" on page 192.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Jeff Kohl, Parks Project Manager

Reviewed by:

Eric Veal

Eric Veal, Assistant Director

8/4/2020

Carla A. Murillo

Carla Murillo, Procurement Manager

8/5/2020

Chris Tomertin

Chris Tomertin, Budget Manager

8/5/2020

Jeffrey R. Jurgens

Jeffrey R. Jurgens, Corporation Counsel

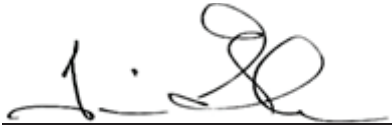
8/6/2020

Lara Henry

Lara Henry, Legislative Assistant

8/6/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- PRCA 1B Bid Tab Demo with Local Preference
- PRCA 1C Bid #2021-11 Bid Tab O'Neil Pool Site Demolition
- PRCA 1D Stark Bid Form-Submission Bid #2021-11 O'Neil Pool Site Demolition
- PRCA 1E Stark Signed Contract for Bid #2021-11 O'Neil Pool Site Demolition

FY 2021 O'NEIL POOL DEMO

ONEIL PARK

Bid No. #2021-11

Bid Tabulation

Bidder's Name		City, State	BASE BID	Base + Alt #1	Base + Alt #2	Base + Alt #1 + Alt #1A	Base + Alt #2 + Alt #2A
Green Demolition		Chicago, IL	\$ 100,050.00	\$ 146,050.00	\$ 142,050.00	\$ 182,050.00	\$ 178,050.00
Alpine Demolition Services		St. Charles, IL	\$ 146,280.00	\$ 181,530.00	\$ 229,280.00	\$ 220,630.00	\$ 268,380.00
Shafer Excavating		Caseyville, IL	\$ 253,300.00	\$ 293,900.00	\$ 347,100.00	\$ 332,700.00	\$ 385,900.00
Stark Excavating, Inc.		Bloomington, IL	\$ 106,062.20	\$ 134,057.20	\$ 139,526.20	\$ 153,502.20	\$ 158,801.20
Boward Brothers		Downs, IL	No Bid	No Bid	No Bid	No Bid	No Bid

Apparent Low Bidder:

Stark Excavating, Inc.

Base Bid + Alt #2	\$139,526.20
Local Pref Adjustment	-\$4,185.79
Total with Adjustment (for comparison only)	\$135,340.41



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

RECORD OF BID OPENING FOR:

BID #2021-11
O'NEIL POOL SITE DEMOLITION

DATE: August 4, 2020

TIME: 1:30 p.m.

Date & Time Rec'd	Bidder's Name	City, State	City Docs	Bid Signed	Bid Bond	Addendum #1	Main Bid Total	Main Bid + Alt 1 Total	Main Bid + Alt 2 Total	Main Bid + Alt 1 + Alt 1A Total	Main Bid + Alt 2 + Alt 2A
8/4/2020	GREEN DEMOLITION	CHICAGO IL	✓	✓	✓	✓	\$100,050.00	\$146,050.00	\$142,050.00	\$182,050.00	\$178,050.00
8/4/2020	ALPINE DEMOLITION SERVICES LLC	ST. CHARLES IL	✓	✓	✓	✓	\$146,280.00	\$181,530.00	\$229,280.00	\$220,160.00	\$208,380.00
8/4/2020	SHAFER EXCAVATING	CHICAGO IL	✓	✓	✓	✓	\$253,300.00	\$293,900.00	\$347,100.00	\$332,700.00	\$385,900.00
8/4/2020	SHAFER EXCAVATING	BLOOMINGTON IL	✓	✓	✓	✓	\$106,062.20	\$134,057.20	\$139,526.20	\$153,502.20	\$158,801.20
8/4/2020	BOWMAN BROTHERS	DOWN'S IL	✓	✓	✓	✓	NO BID				

WITNESSES:

Misty Shaker
Curtis Miller

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

Bid Form Continued
Bid #2021-11 O'Neil Pool Site Demolition

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

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

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

Payment of prevailing wage rates as predetermined by the Bloomington City Council pursuant to the Prevailing Wage Ordinance 2018-34 is acknowledged.

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

Stark Excavating, Inc.
Firm



Authorized Signature

1805 W. Washington St.
Address

Bloomington IL 61701
City State Zip

309-828-5034
Phone Number

7/27/2020
Date

Email Address: estimating@starkcompapnies.com

BID FORM (2 pages)
BID #2021-11 - O'NEIL POOL SITE DEMOLITION

Item No.	Main Bid - Description	Units	Qty	Bid Price
1	Demolition: Removal & disposal of all buildings, fixtures, foundations, pools, concrete pool decking, pool related structures, and all other items as indicated in the specifications (existing chain-link perimeter fencing not included).	LS	1	\$82,808. ⁰⁰
2	Filling the wading pool cavity, the surge tank and sump pit cavity, the pool house pump cavity, manhole #1 cavity, and manhole #2 cavity.	LS	1	\$9,420. ⁰⁰
	MAIN BID SUBTOTAL			\$92,228. ⁰⁰
	Contingency (15% of Subtotal)			\$13,834. ³²
	MAIN BID TOTAL			\$106,062. ³²
Item No.	Alternate 1 - Partial Filling of Main Pool Cavity	Units	Qty	Bid Price
1	Partially filling the main pool cavity	LS	1	\$8,798. ⁰⁰
2	Construction of pipe drainage system for the cavity of the main pool	LS	1	\$5,178. ⁰⁰
3	Installation of partial fencing in area of pool house	LS	1	\$8,889. ⁰⁰
4	Grading of entire site, including 2:1 slope of main pool cavity	SY	5556	\$5,130. ⁰⁰
	ALTERNATE 1 TOTAL			\$27,995. ⁰⁰
Item No.	Alternate 1A	Units	Qty	Bid Price
1	Topsoil and seeding site with sloped main pool cavity	LS	1	\$19,445. ⁰⁰
	ALTERNATE 1A TOTAL			\$19,445. ⁰⁰
Item No.	Alternate 2 - Complete Filling of Main Pool Cavity	Units	Qty	Bid Price
1	Completely filling the main pool cavity	LS	1	\$27,438. ⁰⁰
2	Removal of existing chain-link Perimeter fence	LS	1	\$1,060. ⁰⁰
3	Grading of entire site	SY	5556	\$5,086. ⁰⁰
	ALTERNATE 2 TOTAL			\$33,464. ⁰⁰
Item No.	Alternate 2A	Units	Qty	Bid Price
1	Topsoil and seeding completely level site	SY	5556	\$19,275. ⁰⁰
	ALTERNATE 2A TOTAL			\$19,275. ⁰⁰
	Main Bid Total			\$106,062. ³²
	Main Bid + Alternate 1 Total			\$134,057. ³²
	Main Bid + Alternate 2 Total			\$139,526. ³²
	Main Bid + Alternate 1 + Alternate 1A Total			\$153,502. ³²
	Main Bid + Alternate 2 + Alternate 2A Total			\$158,801. ³²

CITY OF BLOOMINGTON
CONTRACT WITH
Stark Excavating Inc.
FOR
O'Neil Pool Site Demolition

THIS AGREEMENT, dated this 10th day of August, 2020, is between the City of Bloomington (hereinafter "CITY") and Stark Excavating Inc. (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

Section 2. Incorporation of Bid/RFP/RFO & Proposal Terms / Prevailing Wage. This work was subject to the following procurement initiative by the CITY:
Bid #2021-11 O'Neil Pool Site Demolition (hereinafter "Request")

Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as "Procurement Documents" and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply. This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties. This includes Public Act 100-1177 which became effective on June 1, 2019.

Section 3. Description of Services. CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: Demolition services
based on Bid #2021-11 bid specifications/submittal that can be obtained in Procurement.

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

- ☐ A flat fee of \$ _____ as set forth in the Procurement Documents.
- ☒ Fees as set forth in the Procurement Documents.

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
City Clerk

Stark Excavating Inc.

By: _____
Its Vice President

By: _____
Its Secretary



CONSENT AGENDA ITEM NO. 8.G

FOR COUNCIL: August 10, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration to approve a Contract with Customized Environmental Solutions, Inc., d/b/a Telum, for lime sludge removal (RFP #2021-10), in the amount of \$30.88 per dry ton of lime sludge, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Contract be approved.

STRATEGIC PLAN LINK:

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

STRATEGIC PLAN SIGNIFICANCE:

- Objective 2b. Quality water for the long term
- Objective 1e. Partnering with others for the most cost-effective service delivery
- Objective 1d. City services delivered in the most cost-effective, efficient manner

BACKGROUND: Public Works is recommending the approval of a contract with Customized Environmental Solutions, Inc., d/b/a Telum, for lime sludge removal, in the amount of \$30.88 per dry ton of lime sludge.

The contract period is for two years and includes three annual contract renewal options, upon mutual agreement between the City and Customized Environmental Solutions, Inc., based on satisfactory performance as determined by the Public Works Director.

A Request for Proposal, RFP #2021-10 for Lime Sludge Removal, was released on June 25, 2020. The vendors shown in the following table submitted proposals. There were no proposals from local firms.

<i>Company</i>	<i>Location</i>
<i>Synagro</i>	Baltimore, Maryland
<i>Customized Environmental Solutions, Inc.</i>	West Des Moines, Iowa
<i>J. Oros</i>	Carlinville, Illinois

The evaluation team reviewed the proposals based on the following criteria:

- 📌 Unit Price per Dry-Ton
- 📌 Responsiveness
- 📌 Qualifications and Experience of Firm
- 📌 Equipment
- 📌 Project Approach and Timeline

City staff reviewed and evaluated the submittals in accordance with the Proposal-Based Selection procedures. Staff recommends Customized Environmental Solutions, Inc., as a qualified firm to perform the requested services. Customized Environmental Solutions, Inc., provided a proposal for performing the lime sludge removal at a cost of \$30.88 per dry ton for the first year of the contract. In part, they were selected as a result of the type of equipment that will be utilized for lime sludge removal. Due to the limited time between harvest and the ground freezing, the timeline and project approach offered by Customized Environmental Solutions, Inc. will allow them to meet the need to remove the minimum amount of lime sludge required by the RFP (15,000 dry tons). Staff also found that Customized Environmental Solutions, Inc., has the necessary experience to complete the project.

The City of Bloomington has three sludge lagoons, three of which are “full”. Lime sludge is a reusable byproduct of the water softening process. This process must take place each year as the water softening process creates about 4,800 dry tons per year. The lime sludge is removed from the sludge lagoon by a contractor and marketed to farmers for pH control of their farmland. The lime residuals have a beneficial use in agriculture. The high calcium lime slurry is applied to farm fields to adjust the soil pH to optimum levels. The water content of the lime makes it expensive to truck to fields, but the material reacts more quickly than powdered limestone. The time window for application is from after the crop is harvested to when the ground is frozen, or snow-covered. Conditions usually become unfavorable toward the end of November, but years vary.



Public Works requested that a minimum of 15,000 dry tons per contract year be removed from the lime sludge lagoons. This is in response to the lime sludge release that was self-reported to the Illinois Environmental Protection Agency (IEPA). The City of Bloomington and the IEPA entered into a Compliance Commitment Agreement to address the operations of the City’s lime storage lagoons.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this project is a priority of the City, and staff is recommending it be approved. The project is a priority because of the amount of lime sludge that is needed to be removed from the lime storage lagoons along with the expiration of the existing contract.

The Water Fund is an Enterprise Fund that generates fees for funding its operations. Water Fund fees are intended/dedicated solely for the support of water services to the City, including infrastructure expenditures, such as the water treatment plant, water mains, and water meters.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: RFP #2021-10 was advertised in The Pantagraph on June 25, 2020.

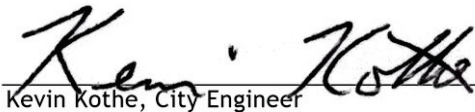
FINANCIAL IMPACT: If approved, Public Works would create a purchase order for \$600,000 out of Water Purification-Landfill & Residual Account (50100130-70650). The purchase order to encumber the funds in no way limits or guarantees quantities or dollars to be spent. Stakeholders can locate this in the FY 2021 Budget Book titled "Other Funds & Capital Improvement" on page 124. There is \$750,000 budgeted in this account for FY 2021.

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, City Engineer

7/27/2020


Carla Murillo, Procurement Manager

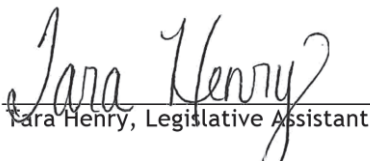
7/28/2020


Chris Tomerlin, Budget Manager

7/29/2020


Jeffrey R. Jurgens, Corporation Counsel

8/5/2020


Tara Henry, Legislative Assistant

8/6/2020

Recommended by:


Tim Gleason, City Manager

Attachments:

- PW 6B Contract_Lime Sludge Removal Contract 08102020
- PW 6C Record of RFP Opening_Lime Sludge Removal Contract 08102020

CITY OF BLOOMINGTON
CONTRACT WITH
Customized Environmental Solutions, Inc. d/b/a Telum
FOR
Lime Sludge Removal

THIS AGREEMENT, dated this 10th day of August, 2020, is between the City of Bloomington (hereinafter "CITY") and Customized Environmental Solutions, Inc. d/b/a (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

Section 2. Incorporation of Bid/RFP/RFO & Proposal Terms. This work was subject to the following procurement initiative by the CITY:
RFP #2021-10 Lime Sludge Removal (hereinafter "Request")

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

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

Remove a minimum of 15,000 dry tons per year of lime sludge from the City of Bloomington
lime lagoons.

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

☐

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

☒

Fees as set forth in the Procurement Documents.

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
City Clerk

Customized Environmental Solutions, Inc.

By: _____

Its President

By: _____

Its Office Manager

PROPOSAL FORM

RFP #2021-10 Lime Sludge Removal

The proposer agrees to contract with the City of Bloomington to provide all necessary services, labor, documents and any other means to do all the work and furnish all the materials specified in the proposal in the manner and time therein as set forth by the proposer and that the proposer will take in full payment the amount set forth hereon. The cost of all labor, material and equipment necessary for the completion of the proposed work, even though not shown or specified, shall be included in the total price for the various items shown herein.

We further agree to complete all of the above work in a complete, neat, and workmanlike manner. The proposer certifies by signature below that it has not been barred from contracting with a unit of State or Local government in the State of Illinois as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

Description of	Cost
Year 1 of Contract	Unit Price: \$ <u>30.88</u> per dry-ton
Year 2 of Contract	Unit Price: \$ <u>32.21</u> per dry-ton
Year 3 (Optional Renewal #1)	Unit Price: \$ <u>33.54</u> per dry-ton
Year 4 (Optional Renewal #2)	Unit Price: \$ <u>34.87</u> per dry-ton
Year 5 (Optional Renewal #3)	Unit Price: \$ <u>36.20</u> per dry-ton

Customized Environmental Solutions, Inc.

Name of Company

2045 Grand Avenue, Suite A

Address

515-587-5809

Telephone Number

lpeerson@telumces.com

Email Address


Authorized Signature

West Des Moines, Iowa 50265

City

State

Zip

Fax Number

July 15, 2020

Date

Client#: 104490

TELUM

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

7/15/2020

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

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

PRODUCER INSPRO Insurance 2501 Westown Parkway, Suite 1104 West Des Moines, IA 50266 515 226-9565	CONTACT NAME: Amy Hunerdosse
	PHONE (A/C, No, Ext): 515-226-9565 FAX (A/C, No):
INSURED Customized Environmental Solutions, Inc 2045 Grand Ave, Ste A West Des Moines, IA 50265	E-MAIL ADDRESS: ahunerdosse@insproins.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A : Columbia National Insurance Group NAIC # 19640
	INSURER B : Westchester Surplus Lines Ins Co 10172
	INSURER C :
	INSURER D :
INSURER E :	
INSURER F :	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:				05/01/2020 05/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY				05/01/2020 05/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10000				05/01/2020 05/01/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				05/01/2020 05/01/2021	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Motor Truck Cargo				05/01/2020 05/01/2021	\$250,000/\$1000 deduct
B	Pollution				05/01/2020 05/01/2021	\$1,000,000

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

CERTIFICATE HOLDER

To Whom It May Concern

CANCELLATION

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

Joe Meyers

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

RECORD OF RFP OPENING FOR:

RFP #2021-10
Lime Sludge Removal

DATE: July 16, 2020

TIME: 11:00 a.m.

Received Date & Time & Staff Initials	Offeror's Name	City, State
8:00am 7/16/20 [Signature]	J. Oros	Carlinville, IL
10:25am 7/16/20 TH	Synagro	Baltimore, MD
8:30am 7/16/20	Telum	West Des Moines IA

WITNESSES:

[Signature]
[Signature]

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



CONSENT AGENDA ITEM NO. 8.H

FOR COUNCIL: August 10, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Contract with RJN Group, for Sanitary Sewer Engineering Evaluations, in the amount of \$229,990, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Contract be approved.

STRATEGIC PLAN LINK:

-Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

-Objective 2c. Functional, well maintained sewer collection system

BACKGROUND: Public Works is recommending the approval of a Professional Services Contract with RJN Group (RJN) in order to complete sanitary sewer engineering evaluations. The purpose of this work is to complete two main tasks: 1. Evaluate approximately 350,000 feet of televised sewer, which uses closed circuit television (CCTV) that is currently being completed by Hoerr Construction; and 2. Conduct a sewer system evaluation survey (SSES) to evaluate high sewer flows in the Miller Park, Low Street area to help reduce basement backups in that area.

1. Evaluate Televised Sewer

In 2020, the City contracted with Hoerr Construction, Inc., to complete approximately 197 miles of sanitary and combination sewer cleaning and televising (FY2021 CCTV). This work will digitally document with high-definition videos and provide sewer ratings of the current condition of the sewer lines. In addition to the televising on these contracts, the City receives a detailed pipe assessment and rating utilizing a standardized system called the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program® (PACP®). If the City can determine the conditions and potential failures in the sewer system before the road fails, there is a good chance that a point repair would not be needed, because the failing pipe could be lined with cast-in-place pipe (CIPP). A point repair can cost up to \$12,000, or more, and the City could line over 500 feet of 8" sewer with the same money.

Because of the extraordinary large size of the FY2021 CCTV, current City staff would have difficulty reviewing the large amount of data to complete a detailed assessment. The work that RJN Group will perform with approval of this requested contract, will include reviewing up to 350,000 feet of sewers that are coded as being in the worst condition. Once the review is completed, RJN will assemble a report that will include a 5-year plan for the City to perform its sewer rehabilitation with CIPP.

The footage for the remaining sewers will be available for review by the City for many uses, such as sewer lateral locations and a baseline reference to compare to future videos. The City will review the other lines for specific problems, such as roots, a crack, or protruding taps. The City's review of the remaining sewers can be handled with the new software by highlighting the specific issues.

2. SSES Sewer Inspection Program

Following the recent extreme wet weather in May, the Miller Park Sewershed exhibited sanitary sewer overflows (SSOs) and basement backups due to excess infiltration and inflow (I/I). RJN will provide the following services and make recommendations from the data collected during this evaluation:

- ❖ Install a City-owned flow meter at the downstream end of the system (at Miller Park) and two RJN rain gauges to establish a baseline wet weather flow, and confirm that there is downstream capacity for the basin;
- ❖ Work with the City to have three City-owned level sensors installed within the sewershed;
- ❖ Complete smoke testing to find inflow sources;
- ❖ Complete manhole inspections to confirm pipe connectivity and find inflow and infiltration sources; and
- ❖ Conduct a flow balance by quantifying I/I from all the sources identified and providing a flow reduction plan.

After RJN has completed its evaluation, they will provide a summary of the evaluation with a description of the problems discovered and recommendations to fix the flooded sewers. RJN's work for both tasks should be completed in approximately 18 months.

Through Resolution 2019-34, the City Council approved a list of prequalified vendors for Architectural and Engineering Services. Resolution #2019-34 established eight (8) categories of services and identified qualified vendors to provide services in each category. City staff reviewed the nine (9) engineering firms under the utility category, which is the key evaluation service of the project as described above, and determined RJN to be the most qualified firm to do the work. Based on RJN's selection under RFQ #2019-34 and their experience in utility work, RJN was asked to submit a proposal for scope and fees associated with the subject work. The vendor chosen for this project utilized a qualification-based selection process and therefore, the City's local preference policy does not apply.

RJN's proposed Scope of Services and Professional Services Contract fees are not to exceed \$229,990. For this specific project, as outlined above, RJN was deemed to be the most qualified and best fit for the work out of the pre-qualified engineering firms. The award of this contract would allow RJN to complete evaluations, reports and other associated work by the end of 2021.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this expenditure is necessary, because the City needs to evaluate approximately 350,000 feet of televised sewer and high sewer flows in the Miller Park, Low Street area to help reduce basement backups in that area.

The Sanitary Sewer Fund is an Enterprise Fund that generates fees for funding its operations. Sanitary Sewer Fund fees are intended/dedicated solely for the support of sanitary sewer services to the City, including infrastructure expenditures, such as ongoing maintenance and repairs to sanitary sewer and combined sewer infrastructure, emergency cave-ins, and sewer cleaning. The use of fund balance (reserves) is common practice for Enterprise Funds, which oftentimes accumulate fund balance to be used for the execution of larger projects/purchases.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

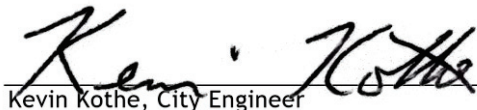
FINANCIAL IMPACT: The funds for these engineering services are included in the FY 2021 Budget under the Sanitary Sewer-Architectural & Engineering for Capital account (51101100-70051). The services within this agreement will cost \$229,990. Stakeholders can locate this in the FY 2021 Budget Book titled "Other Funds & Capital Improvement" on pages 139, 250, 334, 335 and 336.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.1. Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs, Objective UEW-1.7. Reliable and efficient collections systems (sanitary sewer, combined sewer, and storm sewer systems) to protect public health, safety and the environment.

Respectfully submitted for Council consideration.

Prepared by: Ward Snarr, Civil Engineer II

Reviewed by:


Kevin Kothe, City Engineer

7/27/2020


Carla Murillo, Procurement Manager

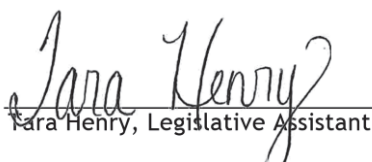
7/27/2020


Chris Tomerlin, Budget Manager

7/27/2020


Jeffrey R. Jurgens, Corporation Counsel

8/4/2020


Lara Henry, Legislative Assistant

8/5/2020

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason', is positioned above a horizontal line.

Tim Gleason, City Manager

Attachments:

- PW 9B Contract_Sanitary Sewer Engineering Evaluations 08102020

CITY OF BLOOMINGTON CONTRACT WITH
RJN Group
FOR PROFESSIONAL SERVICES FOR
Sanitary Sewer Engineering Evaluations

THIS AGREEMENT, dated this 10th day of August, 2020, is between the City of Bloomington (hereinafter "CITY") and RJN Group (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ Other: _____

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

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

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

CITY OF BLOOMINGTON

RJN Group

By: _____
Its City Manager

By: _____
Its Senior Vice President

ATTEST:

By: _____
City Clerk

By: _____
Its CEO

EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

See Attached. (Next Page)

DETAILED SCOPE OF SERVICES

CCTV Program

1. Televising Data Review & Rehabilitation Recommendations
 - a. Review the sewer televising videos under the supervision of PACP-certified personnel.
 - b. Provide CCTV data review for up to 315,000 feet ($\approx 30\%$) of the highest priority sewer televising videos as follows:
 - i. Receive sewer videos, reports, and database for segments with a defect ranking of 4 or 5 from the CCTV Contractor or City, with database to include all condition and pipe ratings;
 - ii. Determine recommendations for rehabilitation and incorporate into GIS;
 - iii. Assign an overall estimated flow from the defective pipe segments; and
 - iv. Determine an appropriate rehabilitation method and a budgetary cost estimate for each defective pipe segment.
2. Mapping Updates & GIS Deliverables:
 - a. RJN will make mapping updates on reviewed sewer lines as identified by sewer televising crews and incorporate those changes into a GIS deliverable that can be brought into the City's GIS. A total of 80 GIS Analyst hours are included in this task.
 - b. RJN will provide GIS layers, maps and deliverables for items requested by the City such as:
 - i. Maps of major identified defects on reviewed sewers;
 - ii. Service lateral mapping on reviewed sewers;
 - iii. Rehabilitation Recommendation Maps on reviewed sewers; and
 - iv. Maps for segments having, roots, breaks, grease, sags, collapses, etc. on reviewed sewers.
3. Complete a Pilot Asset Management prioritization of the recommendations using RJN standardized consequence of failure and likelihood of failure decision metrics.
 - a. Review City's 2014 Stormwater and Sanitary Sewer Master Plans Technical Memoranda for GIS Based Infrastructure Rating System.
 - b. Select a pilot area of approximately 50,000 feet of sewers for prioritization; provide draft results to the City for review.
 - c. Review prioritization data with the City and refine the approach for a comprehensive prioritization.

4. Comprehensive Asset Management Prioritization
 - a. Complete a Comprehensive Asset Management prioritization for up to 315,000 feet of sewers that were reviewed under this project using the established metrics from the Pilot.
5. Prepare a Rehabilitation Recommendations Memo following the data analysis and Asset Management Prioritization process including recommended actions with costs and prioritization in table and map format.
6. Project Meetings and Management:
 - a. Provide general project management throughout the duration of the project.
 - b. Attend up to three meetings with the City and participate in periodic conference calls with the City, as necessary.

SSES Inspection Program

FLOW MONITORING

1. Obtain one flow meter unit with telemetry from the City for the duration of the project. Provide the rental of two rain gauges with telemetry for the duration of the project.
2. Investigate targeted sites for flow meter and rain gauge installations. Confirm that the meter site is hydraulically suitable for flow monitoring. Prepare Site Investigation Reports for approval by the City.
3. Prepare equipment for installation. Install equipment at approved locations. Provide standard traffic control measures (portable signs and cones) at each site, as necessary.
4. During installation, calibrate the flow meter by taking manual depth and velocity measurements and comparing with meter readings. Perform tipping tests on rain gauges.
5. Prepare the host system for handling the data. Review the data at least twice per week during the “settling in” period, once per week thereafter, and report any equipment service needs to the Project Manager.
6. Take a second round of calibration measurements within two weeks of installation and a third during the flow monitoring period. Use the calibrations to adjust the data and prepare final data sets.
7. Provide maintenance as necessary to keep equipment in proper operation for the duration of the monitoring period. Battery and desiccant replacement is included, but spare equipment (meters and sensors) are not.

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June 26, 2020

8. Review data with the City approximately two weeks prior to meter removal to discuss options to extend the meter duration or remove at scheduled removal time.
9. Perform final calibration measurements at each site (for a minimum of four total) and remove the flow meter and rain gauge.
10. Receive level sensor data for the flow monitoring period from up to three City-owned level sensors for incorporation in the review.
11. Process the collected raw data. Analyze the processed data for wet- and dry-weather flow patterns.
12. Perform an inflow and infiltration analysis, including:
 - a. Inflow peaking factors;
 - b. Regression analysis for peaking factor prediction;
 - c. Scattergraphs, hydrographs, and rainfall hyetographs; and
 - d. Assess downstream control and surcharging at the meter location.
13. Include the following information in a summary memorandum:
 - a. Details on each flow meter and rain gauge location;
 - b. Summary of the flow and rainfall data collected; and
 - c. Inflow and infiltration conclusions, including evidence of downstream control, surcharging, hydraulic bottlenecks, and general levels of I/I.
14. Provide a complete set of final, processed flow and rainfall data. Provide a final meter location map and site sheets for each location with the final data set.

SMOKE TESTING

1. Prepare a draft resident smoke testing notification letter **for the City** to send to the affected residents and business owners. The letters will include RJN contact information for use during the smoke testing. If desired, these letters can be formatted as a public service announcement, billing insert, and/or used as a Reverse 911 message sent by the City. If necessary, provide bilingual letter in Spanish.
2. Prepare smoke testing door hangers to be hung by RJN staff at each affected property less than one week prior to smoke testing. The door hangers will also include RJN contact information and can be bilingual if necessary.
3. Notify the City and the local dispatch, fire, and police departments of planned smoke testing activities, including daily updates.
4. Provide equipment, personnel, and smoke as necessary for smoke testing.

5. During smoke testing, erect smoke testing signs near the testing area and answer resident and City questions on-site as well as through phone calls.
6. Use handheld electronic data collection equipment for collecting smoke testing data.
7. Provide inspection results on Clarity™, by RJN and a summary of results following completion of inspections.
8. Smoke test the sanitary sewers as outlined using three- or four-person crews and dual smoke blowers.
9. GPS locate (mapping grade) each identified defect and take a minimum of one digital photograph of each defect.
10. Provide data analysis as follows:
 - a. Compile field data and develop complete list of defects and identified I/I sources;
 - b. Incorporate results into GIS;
 - c. Assign an estimated flow to each defect; and
 - d. Determine an appropriate rehabilitation method and estimate an associated cost for each defect.
11. Provide the following information for the summary report:
 - a. Summary of work completed;
 - b. GIS map of identified defects;
 - c. List of defects prioritized by cost effectiveness for rehabilitation;
 - d. Recommendations for follow-up inspections or SSES work; and
 - e. Recommendations for rehabilitation, including potential procurement methods for various type of rehabilitation.
12. Provide digital copies of data, GIS geodatabases, and photographs.

MANHOLE INSPECTIONS

1. Provide equipment and personnel as necessary for manhole inspections.
2. Complete surface manhole inspections as requested and outlined in the proposal. Collect the following attribute data using handheld electronic data collection methods, as able:
 - a. Mapping grade GPS location of the manhole;
 - b. Manhole diameter;
 - c. Manhole material;
 - d. Pipe invert measurements;
 - e. Connecting sewer diameter;
 - f. Connecting sewer material; and
 - g. Connecting sewer flow direction.

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3. Identify and document manhole condition, as able, including:
 - a. Direct evidence of I/I;
 - b. Open pick holes in lid;
 - c. Frame and adjusting ring condition, including needed adjustments and chimney seals;
 - d. Cone condition and defects;
 - e. Wall condition and defects;
 - f. Trough and bench condition and defects; and
 - g. Pipe seal condition and defects.
4. Provide inspection results on Clarity.
5. Take a minimum of four digital photographs from the surface at each manhole, including:
 - a. Surrounding area;
 - b. Manhole cover;
 - c. Topside - looking down; and
 - d. Manhole frame.
6. Provide data analysis as follows:
 - a. Compile field data and develop complete list of manhole defects;
 - b. Incorporate results into GIS;
 - c. Assign an estimated flow to each defect; and
 - d. Determine an appropriate rehabilitation method and estimate an associated cost for each defect.
7. Provide the following information for the summary report:
 - h. Summary of work completed;
 - i. GIS map of manholes and identified defects;
 - j. List of defects prioritized by cost effectiveness for rehabilitation;
 - k. Recommendations for follow-up inspections or SSES work; and
 - e. Recommendations for rehabilitation, including potential procurement methods for various type of rehabilitation.
8. Provide digital copies of data, GIS geodatabases, and photographs.

SUMMARY REPORT

1. During project provide access to collected data via Clarity that will provide status of data collection and access to data collected.
2. Upon completion of field data collection, organize data from individual field services into a comprehensive summary report.

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3. Compare flow monitoring data to inspection results from the SSES inspections. Balance excess flow identified in the flow monitoring process with the identified defects. Provide a cost-effective evaluation of rehabilitation and flow reduction strategies based on this flow balance.
4. Submit a pdf of draft report.
5. Address City comments on draft report and revise.
6. Submit one digital copy of final report, and up to three hard copies, if desired.
7. Provide one digital copy of final report files, data, media, and GIS deliverables.
8. Deliverables will be available on Clarity for six months following contract completion and anytime an active contract with the City is in place.

EXHIBIT B
PAYMENT TERMS

See Attached. (Next Page)

PROPOSAL FEE BREAKDOWN

CCTV Program

Task No.	Task	Details	Billing Method	Fee
1001	Detailed Televising Review	(315,000 ft @ \$0.21/ft)	Unit Price	\$66,150
1021	GIS Integration & Map Updates		Time & Materials	\$12,000
1031	Asset Management Pilot	(50,000 ft)	Time & Materials	\$12,000
1032	Complete Asset Management	(350,000 ft)	Time & Materials	\$24,000
1041	Rehab Recommendations Report		Time & Materials	\$18,000
1051	Project Management & Meetings		Time & Materials	\$12,000
SUB TOTAL				\$144,150

SSES Inspection Program

Task No.	Task	Quantity	Unit Rate	Fee
2001	Flow Meter Inspection & Install	1 meter	\$2,800/meter	\$2,800
2002	Flow Meter Maintenance & Data	120 days	\$118/day	\$14,160
2011	Smoke Testing	12,200 feet	\$0.90/foot	\$10,980
2031	Manhole Inspections	45 manholes	\$120/manhole	\$5,400
2041	SSES Reporting & Project Mgmt		Time & Materials	\$7,500
SUB TOTAL				\$40,840

On-Call Sanitary Sewer Consulting Assistance

Task No.	Task	Quantity	Unit Rate	Fee
3001	On-Call Assistance		Varies	\$45,000
SUB TOTAL				\$45,000

This contract will be billed on hourly rates (Time and Material) according to the rate schedule below and is a "NOT TO EXCEED" contract for \$229,990.00

SCHEDULE OF HOURLY RATES

Classification		2020 Rates*
PD	Project Director	\$245.00
SPM	Senior Project Manager	\$195.00
PM	Project Manager	\$170.00
CM	Construction Manager	\$140.00
SPE	Senior Project Engineer	\$140.00
PE	Project Engineer	\$125.00
CO	Construction Observer	\$120.00
EI	Engineer I	\$110.00
SGA	Senior GIS Analyst	\$110.00
SDA	Senior Data Analyst	\$110.00
GIS	GIS Analyst	\$100.00
FM	Field Manager	\$90.00
DA	Data Analyst	\$80.00
FT	Field Technician	\$75.00
AS	Administrative Support	\$75.00

NOTES:

1. The rates listed above are valid until May 31, 2021. Following that date, rates may be subject to a 3% annual increase.
2. The rates for reimbursables such as travel, postage, document fees, and in-house printings/discs are applied based on the normal on-going charges.

Addendum to Scope of Services

City of Bloomington Public Works Department

Baseline Consultant Expectations:

1. Quality

- a. The Consultant shall design with constructability and ease of maintenance in mind and consult with the City to determine the required level(s) of performance and service.
- b. The quality of the construction plans shall reflect the percent complete when submitted to the City for review. All plans shall be reviewed for quality assurance / quality control prior to submittal to the City. The City will not design the project and shall resend back to the Consultant if the quality is substandard.

2. Customer Service / Communication

- a. During initial design phases, Consultant will discuss material decisions with the City. Material decisions shall include all major components of the project. For example, pumps, electrical controls, software, pipe materials, pavement designs, signal materials and erosion protection.
- b. Consistent communication with the Project Manager for the City is critical.
- c. Communication through email is preferred for record keeping purpose.
- d. If issues arise that prevent timelines from being met or cause additional costs in the design, it is critical that the consultant contact the city as soon as possible.
- e. Electronic files shall be provided to the City upon completion of the design.
- f. Quantity take-off and calculation sheets shall be provided for construction field inspection.

3. Project Management

- a. Extensive field work throughout the design is expected. An onsite "plan in hand" meeting shall be scheduled with the City during appropriate phases of the design.
- b. Consultants shall be expected to submit plans with sufficient time for City to provide an adequate review of the design. This City review time shall be built into the project schedule up front.
- c. As-built information provided from previous construction plans shall be used to supplement survey data. Comprehensive survey data collection shall be done to verify as much field information as possible.
- d. Consulting contracts shall include a timeline for completion of design. The timeline provided shall allow sufficient time for dealing with outside agencies and any public interaction.
- e. Invoices submitted to the City shall include project percent complete on billing, design and timeline progression.
- f. A monthly status report shall be provided which includes major items completed, major issues, potential extra work, change orders, out of scope issues, information required from the City and other relevant issues.

Addendum to Scope of Services

City of Bloomington Public Works Department

The Public Works Department shall hold an exit project interview upon the completion of the project construction. This meeting will discuss how the Consultant has performed in each of these three areas. Unfavorable performances shall impact the Consultant's selection on future City projects.



CONSENT AGENDA ITEM NO. 8.I

FOR COUNCIL: August 10, 2020

SPONSOR: Public Works Department

WARD IMPACTED: Ward 2

SUBJECT: Consideration and action to approve an Easement Agreement with Gary and Brenda Thompson for work being performed as part of the Lutz Road Improvement Project, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Agreement be approved.

STRATEGIC PLAN LINK:

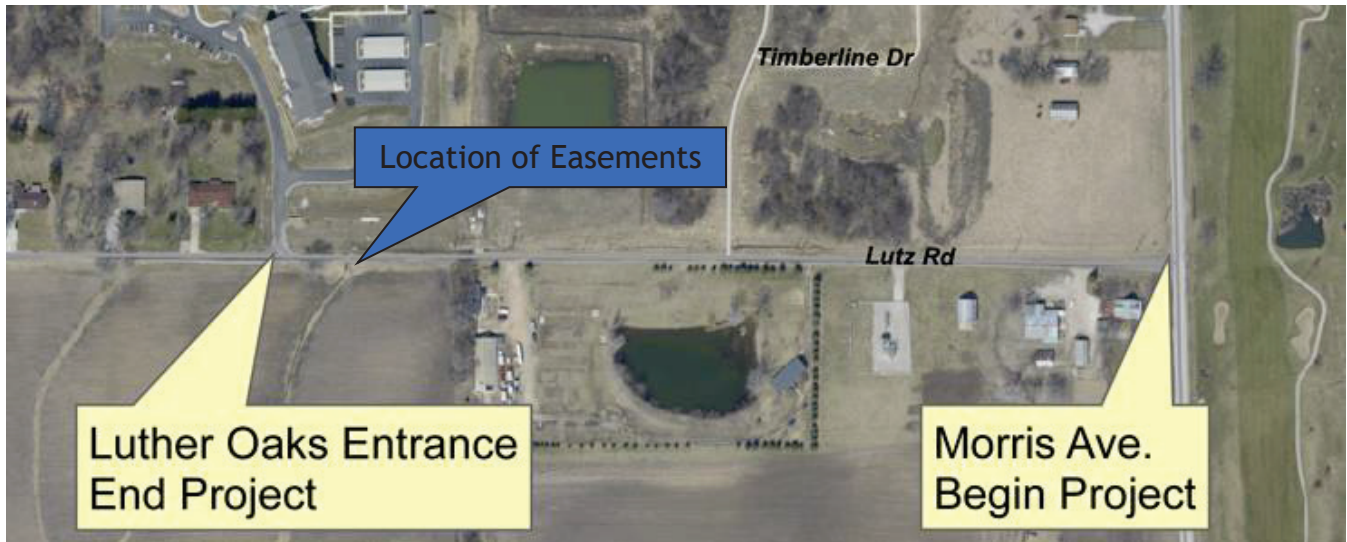
- Goal 5. Great Place - Livable, Sustainable City
- Goal 4. Strong Neighborhoods
- Goal 3. Grow the Local Economy
- Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5e. More attractive city: commercial areas and neighborhoods
- Objective 5b. City decisions consistent with plans and policies
- Objective 5a. Well-planned City with necessary services and infrastructure
- Objective 4e. Strong partnership with residents and neighborhood associations
- Objective 3e. Strong working relationship among the City, businesses, economic development organizations
- Objective 3a. Retention and growth of current local businesses
- Objective 2a. Better quality roads and sidewalks

BACKGROUND: Public Works is recommending the approval of an Easement Agreement with Gary and Brenda Thompson, at no cost. The agreement is needed to perform a portion of construction of the Lutz Road Improvement project (construction approved by City Council on April 27, 2020), located on the south side of Lutz Road, approximately 125 feet east of the Luther Oaks entrance drive.

As a result of COVID-19 pandemic, the start of construction was delayed and is anticipated to begin this fall. Previously scheduled for completion in 2020, work will now likely conclude in the spring of 2021. Work to be performed within the permanent easement includes the installation of a storm sewer flared end section with a concrete "low flow" basin at the outlet. Work to be performed within the temporary easement includes the re-shaping and grading of an existing drainage swale as well as a small amount of drain tile removal and replacement.



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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Gary and Brenda Thompson

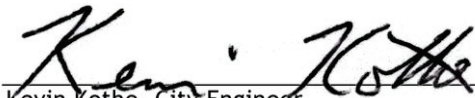
FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.1. Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs; Goal TAQ-1. A safe and efficient network of streets, bicycle- pedestrian facilities and other infrastructure to serve users in any surface transportation mode, Objective TAQ-1.1. Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system, Objective TAQ-1.2. Data-driven transportation infrastructure policy and management; Objective TAQ-1.4. Pedestrian safety for users of all transportation facilities with a Sidewalk Master Plan, and sidewalk system that provides safe access throughout the transportation network.

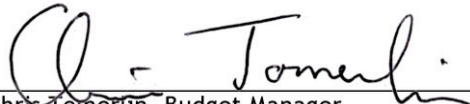
Respectfully submitted for Council consideration.

Prepared by: Steven Law, Civil Engineer II

Reviewed by:


Kevin Kothe, City Engineer

7/23/2020


Chris Tomerlin, Budget Manager

7/27/2020

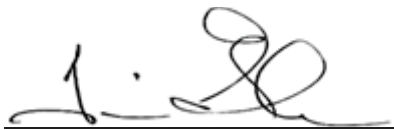
George Boyle
George Boyle, Assistant Corporation Counsel

7/29/2020


Tara Henry, Legislative Assistant

8/4/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- PW 10B Agreement_Thompson Easement Agreement for Lutz Road Project 08102020

Return to:
Leslie Smith-Yocum, City Clerk
City of Bloomington – Clerk's Office
109 E. Olive Street
Bloomington, IL 61701
(309) 434-2240

EASEMENT AGREEMENT

This Easement Agreement is made as of _____, 2020, by and between **Gary L. Thompson** and **Brenda K. Thompson**, husband and wife, of Bloomington, Illinois (collectively, the "Grantor"), and the **City of Bloomington**, Illinois, a Municipal Corporation (the "City") for certain easements over and through the property legally described on **Appendix A** attached hereto (the "Property"). For and in consideration of ZERO AND No/100 Dollars (\$0.00), the Grantor hereby grants, sells, conveys and dedicates unto the City the following:

- (i) an exclusive thirty foot (30') by thirteen and 7/10 foot (13.7', approximate) unencumbered and unobstructed permanent easement in, on, over, under, through and across that portion of the Property legally described on **Appendix B** attached hereto and depicted on **Appendix C** attached hereto (the "Permanent Easement Premises") for the uses and purposes described herein.
- (ii) an exclusive unencumbered and unobstructed temporary easement in, on, over, through, across, under, and along that portion of the Property legally described on **Appendix D** attached hereto (the "Temporary Easement Premises") for the uses and purposes described herein.

The Permanent Easement Premises and the Temporary Easement Premises are collectively referred to herein as the "Easement Premises."

The grant of the Easement Premises is subject to the following terms and conditions:

1. Scope of Permanent Easement. The City and the City's agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of the City shall have a right of entry and access in, on, over, under, through and across the Permanent Easement Premises at all times convenient and necessary for purposes of locating, constructing, reconstructing, operating, maintaining, inspecting, accessing, laying, installing, replacing, improving, altering, protecting and repairing a sanitary sewer, storm sewer, drainage structure, main line, water facilities or pipeline for the transportation of sewage, water and any liquids or substances which can be transported through a pipeline or across surface structures, together with all customary below-ground appurtenant fixtures, facilities and improvements that are necessary or desirable for the operation of the same (collectively, the "Sewer").

2. Scope of Temporary Easement. The City and the City's agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of the City shall have a right of entry and access in, on, over, under, through and across the Temporary Easement Premises at all times convenient and necessary for purposes of surveying, staging, performing and otherwise facilitating the removal of existing drain tile, its initial replacement, the construction of a stormwater conveyance structure, the initial installation of the Sewer, and to complete any and all restoration of the Property. The City's rights in and to the Temporary Easement Premises shall expire upon completion of the construction and installation of the Sewer and restoration of the Property.

3. Removal of Obstructions. The City has the right to trim and/or cut down or eliminate crops, trees, shrubbery, undergrowth, brush or other landscaping, as well as to remove other obstructions or possible hazards, on the Easement Premises to the extent, in the sole judgment of the City, necessary to prevent possible damage to or interference with the efficient, safe or convenient operation of the Sewer, and the right to remove or prevent the construction of any and all buildings, structures, reservoirs or other obstructions on the Easement Premises which may endanger or interfere with the City's efficient, safe or convenient operation of the Sewer.

4. Restoration of Property. The work being performed within these easements is to facilitate storm water drainage and to construct a structure that will have the opportunity to receive "low flow" storm water. The work will include re-grading the existing swale. Aside from the addition of the "low flow" structure and the changes in grade necessary to provide positive drainage through the existing swale, the City shall repair and restore the Property to existing conditions.

5. Grantor's Use of Property. The Grantor may use for the Grantor's own benefit the Easement Premises for any and all purposes not inconsistent with the City's permitted use of the Easement Premises set forth in this Easement Agreement. Notwithstanding anything contained herein to the contrary, Grantor may not use any part of the Easement Premises in a manner that may damage, destroy, injure, and/or interfere with the City's use of the Easement Premises for the City's permitted uses as specified herein. By way of example and not limitation, Grantor shall not conduct any of the following activities on the Easement Premises without the prior written permission of the City: (1) construct any temporary or permanent building or other structure; (2) drill or operate any well; (3) impound surface water; or (4) plant trees or other landscaping. Grantor further agrees that no above or below ground obstruction that may damage, destroy, injure, and/or interfere with the Sewer may be placed, erected, installed or permitted upon the Easement Premises without the prior written permission of the City. If Grantor permits any improvement or other obstruction, whether above or below ground, to be placed in or on the Easement Premises after the date of this Easement Agreement in violation of the terms herein, the City may, without prior notice to Grantor, remove such improvement or other obstruction at any time at the sole expense of Grantor and without the City being liable therefor, and Grantor shall promptly reimburse the City for any and all expenses incurred by the City related thereto. It is expressly acknowledged and understood by each of the parties to this Easement Agreement that remedies at law are or may be inadequate for purposes of enforcement of the provisions of this Easement Agreement and that appropriate action shall include, without in any way limiting other available remedies, the right to equitable relief.

6. **Authority and Warranty of Title.** Each party executing this Easement Agreement as or on behalf of the Grantor represents and warrants that he/she/they are authorized to execute this Easement Agreement. The Grantor warrants that the Grantor is the owner of the Property and has the right, title and capacity to convey the Easement Premises to the City.

7. **Indemnity.** The City shall indemnify and hold the Grantor harmless from any liability, claims, suits, demands, actions, loss, damage, and expense for injury to persons or damage to property caused by the City, or the City's agents, employees, representatives, designees, contractors, guests, invitees, successors and assigns, and all others acting by or on behalf of the City, in the exercise of the rights granted under this Easement Agreement, except to the extent resulting from Grantor's negligence or intentional misconduct.

8. **Cooperation.** The Grantor and the City agree to cooperate and execute all future documents, including, but not limited to, any instrument if so requested by either party to confirm this Easement Agreement, re-grant this Easement Agreement, or as may be necessary or desired for recording purposes.

9. **Binding Effect.** This Easement Agreement shall inure to the benefit of, and shall be binding upon the Grantor, the Grantor's heirs, successors and assigns, and upon the City and its successors in interest, and shall run with the title to the Property.

10. **Counsel Approval.** This Easement Agreement is expressly contingent upon being or having been duly approved by the City Council and will not become binding upon the City absent such approval.

11. **Governing Law.** This Easement Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois.

12. **Effect of Invalidity.** In the event that any court of competent jurisdiction determines that any covenant, term or condition of this Easement Agreement as applied to any particular facts or circumstances is wholly or partially invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect such covenant, term or condition as the same applies to other facts or circumstances (unless the effect of such determination precludes the application of such covenant, term or condition to other facts or circumstances), nor shall it affect the validity, legality or enforceability of the other covenants, terms and conditions of this Easement Agreement.

13. **Entire Agreement.** This Easement Agreement represents the entire agreement between the Grantor and the City and supersedes any prior agreements relating to the subject matter of this Easement Agreement. This Easement Agreement may be modified or amended only by a written instrument duly authorized and executed by the parties.

IN WITNESS WHEREOF, the parties have duly executed this Easement Agreement as of the date first above written.

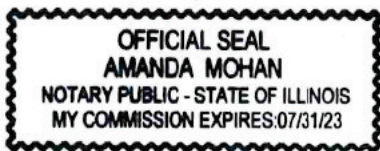
GRANTOR:

[Redacted Signature]

Gary L. Thompson

Subscribed and sworn to before me this 22 day of July, 2020.

Amanda Mohan
Notary Public

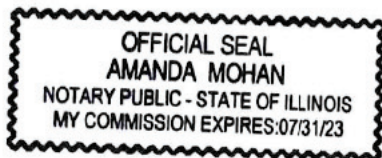


[Redacted Signature]

Brenda K. Thompson

Subscribed and sworn to before me this 22 day of July, 2020.

Amanda Mohan
Notary Public



CITY OF BLOOMINGTON,
a Municipal Corporation

By: _____

Subscribed and sworn to before me this _____ day of _____, 2020.

Notary Public

APPENDIX A

P.I.N. 21-20-100-005
City of Bloomington
McLean Co., Illinois
Gary L. Thompson
& Brenda K. Thompson

Legal Description of Property

A PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE MARKING THE NORTH QUARTER CORNER OF SAID SECTION 20; THENCE NORTH 89 DEGREES 50 MINUTES 00 SECONDS WEST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20, 468.48 FEET TO A MAGNETIC NAIL; THENCE SOUTH 02 DEGREES 02 MINUTES 54 SECONDS EAST 2637.96 FEET TO AN IRON ROD ON THE NORTHEASTERLY RIGHT-OF-WAY OF INTERSTATE 74; THENCE ALONG SAID RIGHT-OF-WAY ON A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 2804.79 FEET, AN ARC LENGTH OF 77.00 FEET AND A CHORD OF 77.88 FEET BEARING SOUTH 71 DEGREES 08 MINUTES 04 SECONDS EAST TO AN IRON ROD ON THE SOUTH LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE SOUTH 89 DEGREES 40 MINUTES 46 SECONDS EAST ALONG SAID SOUTH LINE, 395.73 FEET TO AN IRON ROD MARKING THE CENTER OF SAID SECTION 20; THENCE NORTH 02 DEGREES 02 MINUTES 54 SECONDS WEST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20, 2684.01 FEET TO THE POINT OF BEGINNING, CONTAINING 28.60 ACRES, MORE OR LESS, AND BEING SUBJECT TO ALL EXISTING EASEMENTS AND RIGHTS-OF-WAY. BEARINGS ARE ASSUMED FOR THE PURPOSE OF DESCRIPTION ONLY.

SHOWN AS TRACT T-2 ON THE SURVEY RECORDED IN THE OFFICE OF THE MCLEAN COUNTY RECORDER OF DEEDS ON OCTOBER 15, 2014 AS DOCUMENT NO. 2014-00018190.

PIN: 21-20-100-005

APPENDIX B

GARY L & BRENDA K THOMPSON
PIN 21-20-100-005
MCLEAN COUNTY, IL

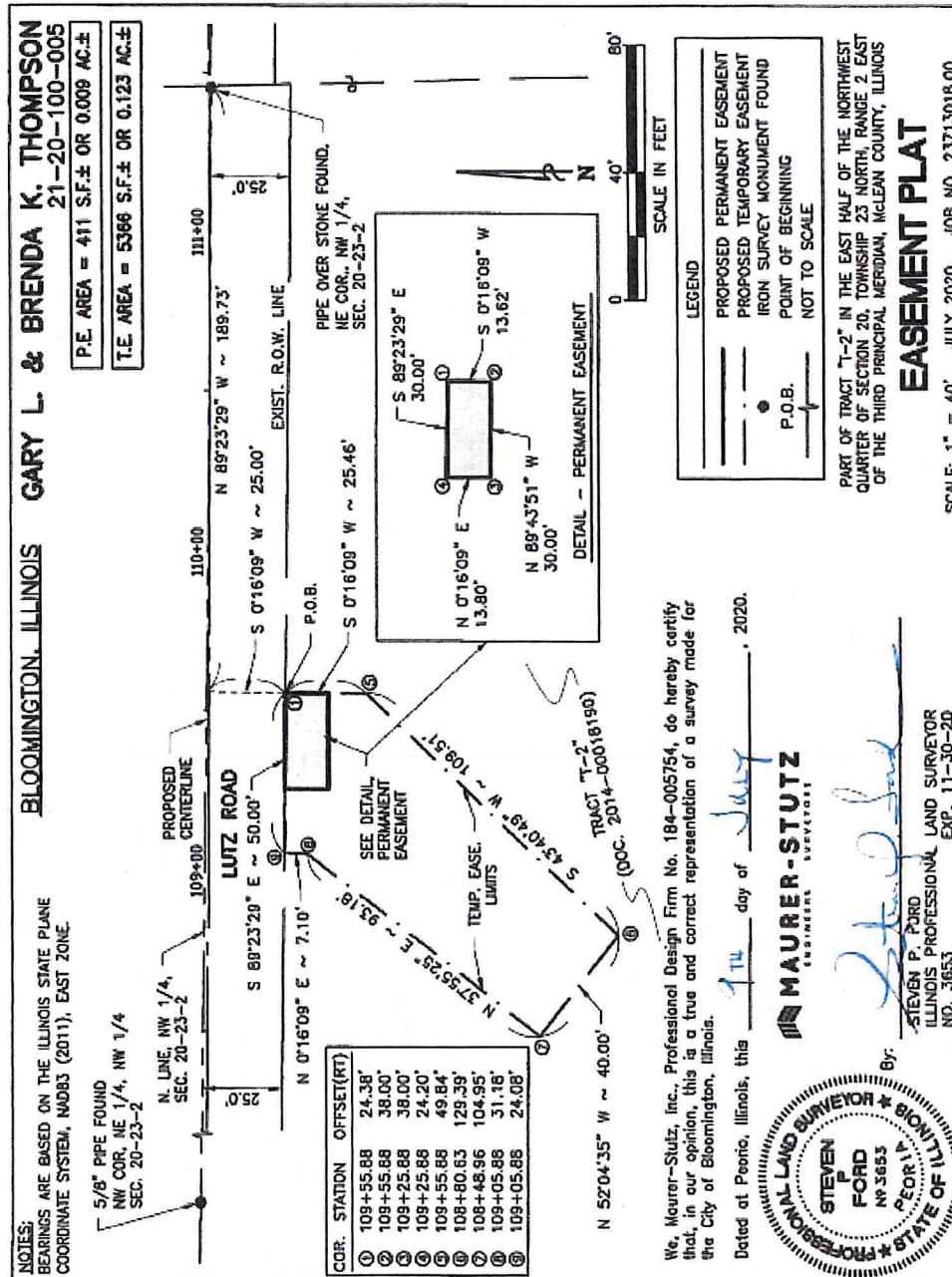
LEGAL DESCRIPTION – PROPOSED PERMANENT EASEMENT

PART OF TRACT "T-2" AS SHOWN ON PLAT OF SURVEY RECORDED OCTOBER 15, 2014 AS DOCUMENT NO. 2014-00018190, BEING A PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIPE FOUND MARKING THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF SAID SECTION 20, THENCE NORTH 89°23'29" WEST (BEARINGS ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD83 (2011), EAST ZONE) ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER 189.73 FEET; THENCE SOUTH 00°16'09" WEST 25.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF LUTZ ROAD, SAID POINT BEING THE POINT OF BEGINNING OF THE PERMANENT EASEMENT TO BE DESCRIBED:

FROM THE POINT OF BEGINNING, SAID POINT BEING 24.38 FEET PERPENDICULAR DISTANT SOUTHERLY FROM THE PROPOSED CENTERLINE STATION 109+55.88, THENCE CONTINUING SOUTH 00°16'09" WEST 13.62 FEET TO A POINT BEING 38.00 FEET PERPENDICULAR DISTANT SOUTHERLY FROM THE PROPOSED CENTERLINE STATION 109+55.88; THENCE NORTH 89°43'51" WEST 30.00 FEET TO A POINT BEING 38.00 FEET PERPENDICULAR DISTANT SOUTHERLY FROM THE PROPOSED CENTERLINE STATION 109+25.88; THENCE NORTH 00°16'09" EAST 13.80 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE, SAID POINT BEING 24.20 FEET PERPENDICULAR DISTANT SOUTHERLY FROM THE PROPOSED CENTERLINE STATION 109+25.88; THENCE SOUTH 89°23'29" EAST 30.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PERMANENT EASEMENT CONTAINS 411 SQUARE FEET, MORE OR LESS, OR 0.009 ACRES, MORE OR LESS.



APPENDIX D

GARY L & BRENDA K THOMPSON
PIN 21-20-100-005
MCLEAN COUNTY, IL

LEGAL DESCRIPTION – PROPOSED TEMPORARY EASEMENT

PART OF TRACT "T-2" AS SHOWN ON PLAT OF SURVEY RECORDED OCTOBER 15, 2014 AS DOCUMENT NO. 2014-00018190, BEING A PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIPE FOUND MARKING THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF SAID SECTION 20, THENCE NORTH 89°23'29" WEST (BEARINGS ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD83 (2011), EAST ZONE) ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER 189.73 FEET; THENCE SOUTH 00°16'09" WEST 25.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF LUTZ ROAD, SAID POINT BEING THE POINT OF BEGINNING OF THE TEMPORARY EASEMENT TO BE DESCRIBED:

FROM THE POINT OF BEGINNING, SAID POINT BEING 24.38 FEET PERPENDICULAR DISTANT SOUTHERLY FROM THE PROPOSED CENTERLINE STATION 109+55.88, THENCE CONTINUING SOUTH 00°16'09" WEST 25.46 FEET TO A POINT BEING 49.84 FEET PERPENDICULAR DISTANT SOUTHERLY FROM THE PROPOSED CENTERLINE STATION 109+55.88; THENCE SOUTH 43°40'49" WEST 109.51 FEET TO A POINT BEING 129.39 FEET PERPENDICULAR DISTANT SOUTHERLY FROM THE PROPOSED CENTERLINE STATION 108+80.63; THENCE NORTH 52°04'35" WEST 40.00 FEET TO A POINT BEING 104.95 FEET PERPENDICULAR DISTANT SOUTHERLY FROM THE PROPOSED CENTERLINE STATION 108+48.96; THENCE NORTH 37°55'25" EAST 93.18 FEET TO A POINT BEING 31.18 FEET PERPENDICULAR DISTANT SOUTHERLY FROM THE PROPOSED CENTERLINE STATION 109+05.88; THENCE NORTH 00°16'09" EAST 7.10 FEET TO A POINT BEING 24.08 FEET PERPENDICULAR DISTANT SOUTHERLY FROM THE PROPOSED CENTERLINE STATION 109+05.88; THENCE SOUTH 89°23'29" EAST 50.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TEMPORARY EASEMENT CONTAINS 5366 SQUARE FEET, MORE OR LESS, OR 0.123 ACRES, MORE OR LESS.



CONSENT AGENDA ITEM NO. 8.J

FOR COUNCIL: August 10, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve an Agreement with Corrective Asphalt Materials, LLC, as a limited source, for the FY 21 Pavement Preservation program, in the amount of \$482,513.23, 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 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5e. More attractive city: commercial areas and neighborhoods
- Objective 5b. City decisions consistent with plans and policies
- Objective 5a. Well-planned City with necessary services and infrastructure
- Objective 2a. Better quality roads and sidewalks

BACKGROUND: Public Works is recommending the approval of an agreement with Corrective Asphalt Materials, LLC, in the amount of \$482,513.23, for the FY 2021 Pavement Preservation Program. Corrective Asphalt Materials is a limited source distributor/applicator of C85 and Reclamite for our region. Both C85 and Reclamite materials are proprietary.

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

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

Prior to widespread utilization of Reclamite and C85, City staff researched pavement preservation products and performed field testing to compare Reclamite and a promising

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

Information about the City of Bloomington streets is maintained in a Geographic Information System by the Engineering Division of the Public Works Department. The condition rating, along with other information, is used to help determine which streets will receive a preservative treatment each year. In addition, www.bloomingtonstreets.com includes information about street and sidewalk maintenance, including a complete list and map of planned preservation projects, an interactive street rating map, and regular updates on how the community's Local Motor Fuel Tax dollars are spent.

This is an annual maintenance contract, which includes multiple projects assigned at various times throughout the fiscal year. Therefore, the start and completion dates for each individual project will vary. The contract completion date is April 30, 2021. The full proposal is on file at Public Works, Engineering Division.

<u>Program</u>	<u>Budget</u>	<u>Awarded</u>	<u>Unencumbered after 8/10/20</u>
Multi-Year Street and Alley Resurface Program	\$5,800,000.00	\$4,645,623.09	\$1,154,376.91
General Resurfacing	\$5,000,000.00	\$4,163,109.86	\$836,890.14
Pavement Preservation	\$800,000.00	\$482,513.23	\$317,486.77
Multi-Year Street, Alley, & Sidewalk Maintenance	\$200,000.00	\$203,100.00	\$-3,100.00
Street, Alley & Sidewalk Maintenance (Bid # 2020-43)		\$203,100.00	\$-3,100.00
Multi-Year Sidewalk and Ramp Replacement Program	\$1,280,000.00	\$1,047,526.26	\$232,473.74
Sidewalk and Curb Ramp Replacement Program (Bid #2020-32)	\$1,180,000.00	\$1,007,729.36	\$172,270.64
Sidewalk Vertical Displacement Repair Program (Bid #2020-31)	\$100,000.00	\$39,796.90	\$60,203.10
Lutz Road Reconstruction	\$980,000.00	\$821,975.00	\$158,025
TOTAL	\$8,260,000.00	\$6,718,224.35	\$1,541,775.65

Note: The work shown in the above table is paid from the Capital Improvement (Asphalt & Concrete) Fund with the exception of \$80,000 for sidewalk work, which is from Community Development Block Grant fund.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this project is a priority of the City, and staff is recommending it be approved. The project is a priority because this program includes essential maintenance and repairs to City road infrastructure.

The Finance Department is monitoring the financial impact of the pandemic. It has reviewed the costs associated with the project and believes adequate funding is available given there may be a need to use fund reserves within fund balance guidelines. If revenue decreases substantially, work from this contract could be reduced even after this award. The contract stipulates that the City reserves the right to reduce the work performed at any time. Additionally, Public Works has intentionally left-over 15 percent of the budgeted amount from the Asphalt and Concrete fund unencumbered until the revenue stream is more predictable.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

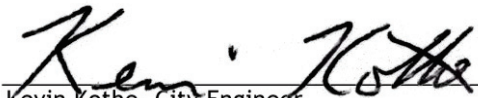
FINANCIAL IMPACT: If approved, \$482,513.23 will be awarded for the FY 2021 Pavement Preservation Project to be paid out of the Capital Improvement (Asphalt & Sidewalk) Fund-Street Construction Improvement account (40120200-72530). Stakeholders can locate this in the FY 2021 Budget Book titled “Other Funds & Capital Improvement” on pages 80, 248, 280, 281 and 282.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.1. Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs. Goal TAQ-1. A safe and efficient network of streets, bicycle- pedestrian facilities and other infrastructure to serve users in any surface transportation mode, Objective TAQ-1.1. Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system, Objective TAQ-1.2. Data-driven transportation infrastructure policy and management, Objective TAQ-1.4. Pedestrian safety for users of all transportation facilities with a Sidewalk Master Plan, and sidewalk system that provides safe access throughout the transportation network.

Respectfully submitted for Council consideration.

Prepared by: Kenny Lee, Engineering Technician II

Reviewed by:


Kevin Kothe, City Engineer

7/28/2020


Carla Murillo, Procurement Manager

8/3/2020


Chris Tomerlin, Budget Manager

8/3/2020


Jeffrey R. Jurgens, Corporation Counsel

8/4/2020


Tara Henry, Legislative Assistant

8/5/2020

Recommended by:


Tim Gleason, City Manager

Attachments:

- PW 7B FY21 Pavement Preservation Agreement Only_Redacted
- PW 7C FY21 LSJF Pavement Preservation Agreement_Redacted
- PW 7D Schedule of Prices_FY21 Pavement Preservation Agreement 08102020
- PW 7E Maps_FY21 Pavement Preservation Agreement 08102020

AGREEMENT

THIS AGREEMENT, Made and entered into this **August 10, 2020**, by and between, **Corrective Asphalt Materials**, first party, also hereinafter referred to as "Contractor", and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

WHEREAS, in pursuance of said call for contract said first party, did on August 10, **2020**, submit this contract to said City of Bloomington for furnishing all of the labor and materials for the construction of said **Pavement Preservation** on file in the office of the City Engineer of said City. A copy of which specifications, plans and profiles of said improvement on file in the City Engineer's Office are hereby referred to and made a part hereof by reference, and said first party being the lowest responsible bidder was awarded the contract for the construction of the said improvement, which bid of said Contractor is hereto attached and made a part hereof.

THEREFORE, it is covenanted and agreed upon the part of said first party that in consideration of the amounts to be paid by said City, he will furnish all labor, tools, machinery and materials for the construction of said improvement complete, in accordance with the said plans, profiles and specifications, call for bids, and said contractor's bid, 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 **Pavement Preservation** are all essential documents of this contract and are a part hereof.

IT IS FURTHER AGREED that said Contractor will furnish a bond to the City of Bloomington in the penal sum of **\$ 482,513.23** 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 30th, 2021.

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

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

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

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

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

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

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

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

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

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

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

(Seal)

ATTEST;

City Clerk

WITNESS:

Kelli Leighanne Bornes, Office Manager

CITY OF BLOOMINGTON

By: _____
City Manager

CONTRACTOR _____ (Seal)

Anthony J. Witte, Jr., Member

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A and B)

SECTION A –LIMITED SOURCE PURCHASE:

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

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

Amount:\$ 482,513.23

7/21/20

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

Justification: Explain why this vendor is the only vendor that can perform this work: Prior to widespread utilization of Reclamite & C85, City staff researched pavement preservation products and performed field testing to compare them to a promising competitor. The field test locations are still monitored periodically by staff. This research and the test location results have been used to determine that the product is the recommended rejuvenator. In addition, Reclamite cures clear and does not obstruct existing pavement markings. Other products cure black and require pavement marking maintenance.

Reclamite Preservation Seal materials are proprietary and Corrective Asphalt Materials, LLC is the sole source distributor / applicator for our region. Please see the attached sole distributor letter from Corrective Asphalt Materials, LLC.

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

Kevin Kothe



(Name and Signature of Department Head)

7/21/2020

Date

SECTION C –TO BE COMPLETED BY PROCUREMENT OFFICE:

Based on the information provided in Section A and attached supporting documents,

I concur ☒ / do not concur ☐ (see below) with purchase to be a Limited Source.

Do not concur for the following reason(s):



Name and Signature of Purchasing Agent or Designee

7/28/2020

Date



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

July 17, 2020

City of Bloomington, IL
Attn: Luke Thoele, PE
Assistant City Engineer
Email: lthoele@cityblm.org

RE: Sole Source Applicator for Reclamite® and CRF® Restorative Seal 2021

Corrective Asphalt Materials, LLC
300 Daniel Boone Trail
South Roxana, IL 62087

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

TRICOR Refining, LLC – Reclamite Preservative Seal is the only maltene based asphalt rejuvenator marketed nationally with a 50 plus year history of product use. Reclamite has been proven in various testing by state, county and government agencies to decrease viscosity and increase penetration value of the asphalt.

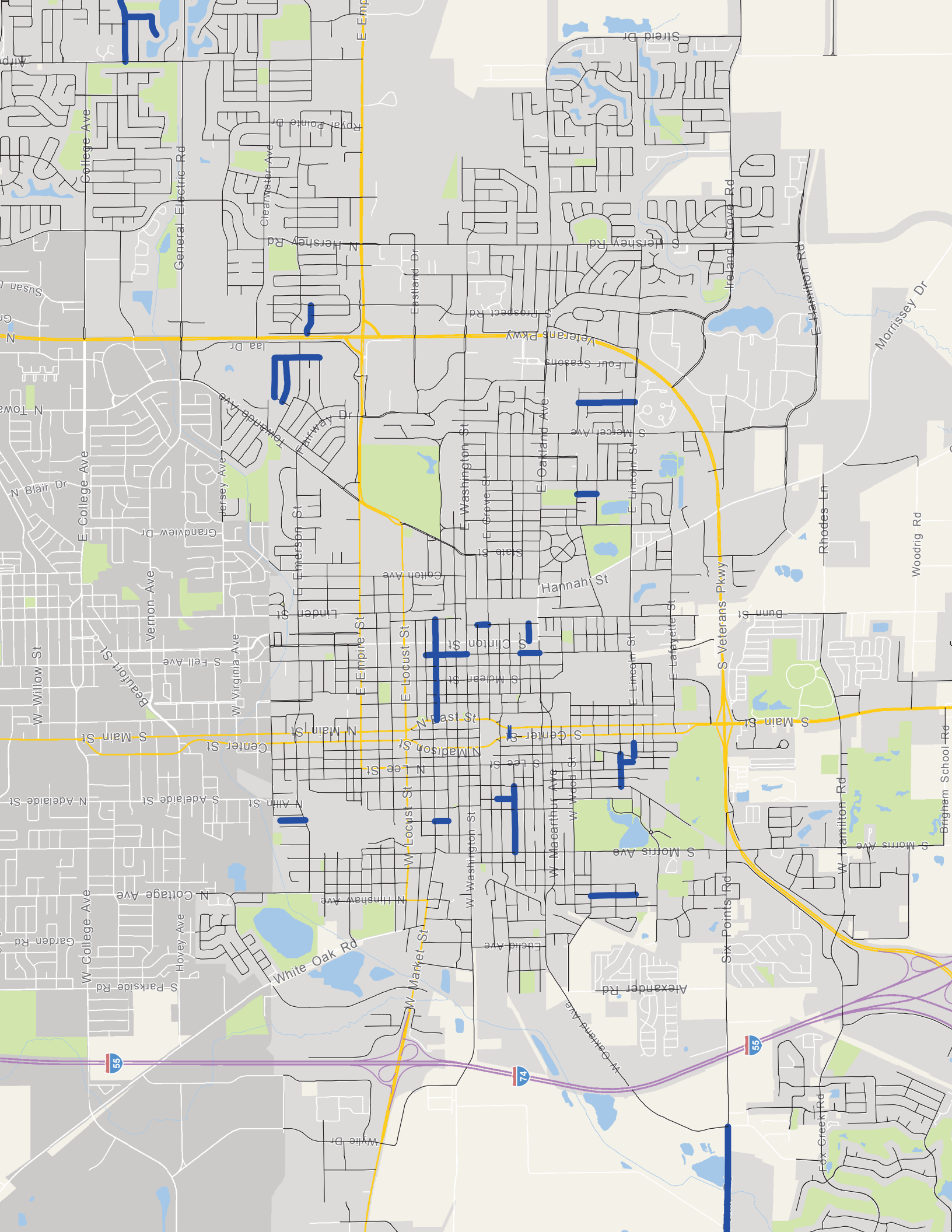
Please feel free to contact me if you have any questions.

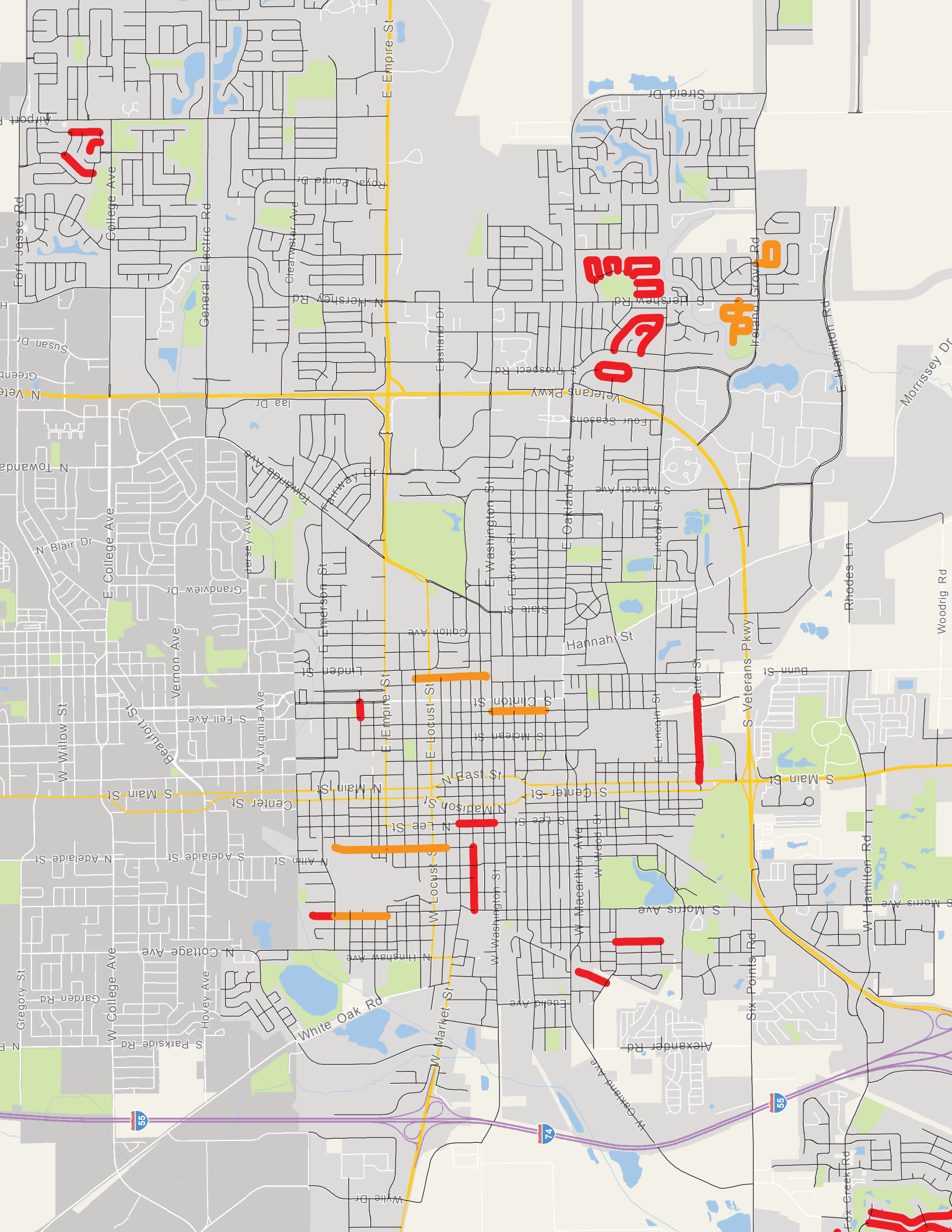
Respectfully,

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

City of Bloomington
FY 2021 PAVEMENT PRESERVATION
CITY PROJECT #50-53183-21-00
SCHEDULE OF PRICES

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	RECLAMITE	SQ YD	95,885	\$ 0.91	\$ 87,255.35
2	C85 -HEAVY APPLICATION	SQ YD	120,459	\$ 2.22	\$ 267,418.98
3	C85 - LIGHT APPLICATION	SQ YD	42,445	\$ 2.02	\$ 85,738.90
4	STREET SWEEPING AND CLEANING - BEFORE TREATMENT	LS	1	\$ 6,100.00	\$ 6,100.00
5	STREET SWEEPING AND CLEANING - POST TREATMENT	LS	1	\$ 14,500.00	\$ 14,500.00
6	STREET SWEEPING AND CLEANING - ADDITIONAL CLEANING	HR	24	\$ 275.00	\$ 6,600.00
7	RESIDENT NOTIFICATION	LS	1	\$ 4,800.00	\$ 4,800.00
8	OFF-SITE DUMPING OF SWEEPINGS	LS	1	\$ 2,500.00	\$ 2,500.00
9	STRIPING	LS	1	\$ 2,200.00	\$ 2,200.00
10	PNEUMATIC TIRED ROLLER	WEEK	1	\$ 3,000.00	\$ 3,000.00
11	PNEUMATIC TIRED ROLLER (LABOR)	HR	24	\$ 100.00	\$ 2,400.00
				TOTAL	\$ 482,513.23







CONSENT AGENDA ITEM NO. 8.K

FOR COUNCIL: August 10, 2020

SPONSOR: Public Works Department

WARD IMPACTED: Ward 5

SUBJECT: Consideration and action on an Ordinance Approving an Application Submitted by Country Financial Prohibiting Potable Groundwater Use for the Property at 810 IAA Drive and Adjacent Properties, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

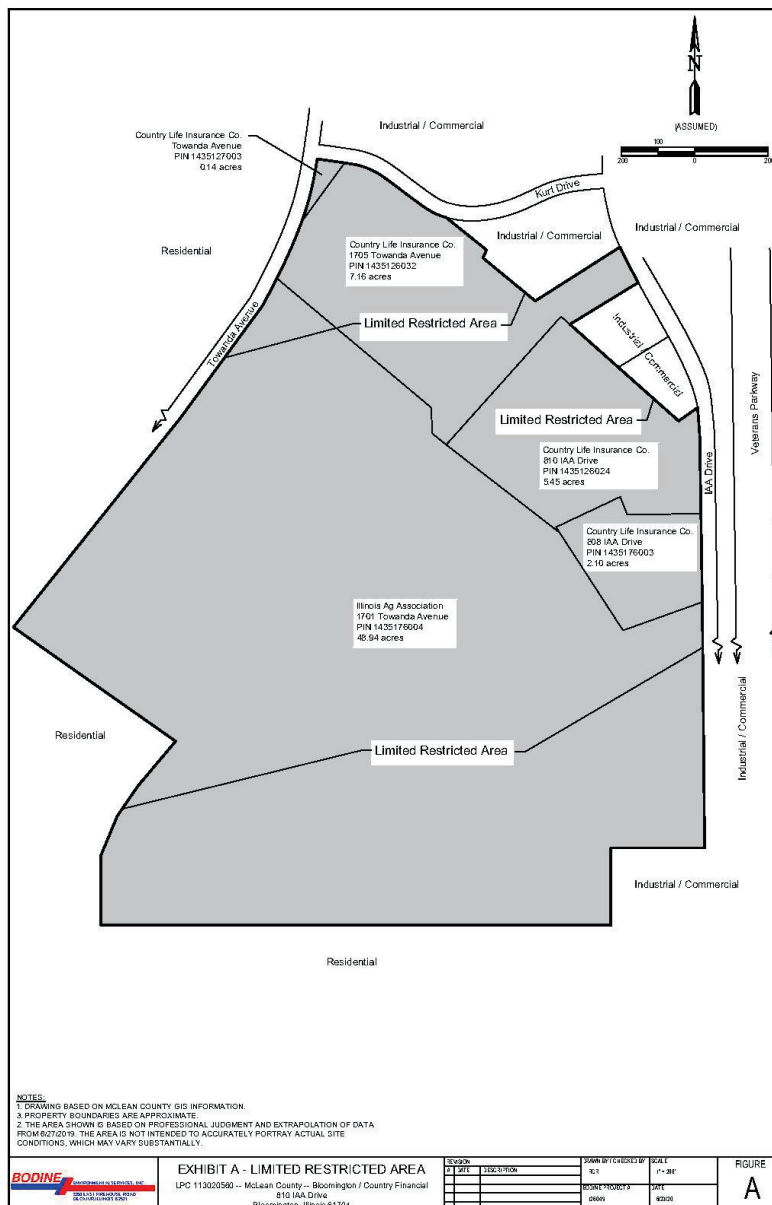
- Goal 5. Great Place - Livable, Sustainable City
- Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5c. Incorporation of "Green Sustainable" concepts into City's development and plans
- Objective 2b. Quality water for the long term

BACKGROUND: Public Works is recommending the approval of an Ordinance for a Corrective Action Plan that has been developed for a site that shows soil and groundwater contamination extending past the property boundary into the adjoining properties (1705 Towanda Avenue and 1701 Towanda Avenue).

The site, located at 810 IAA Drive, is owned by Country Life Insurance Co. Tests showed contamination from some substances above acceptable levels in the groundwater around the site. The map below shows the extent of the contamination on the properties. Contamination is shown to extend onto 1705 Towanda Avenue, which is also owned by Country Life Insurance Co, as well as 1701 Towanda Avenue, which is owned by Illinois Ag. Association. There is no further economically-feasible action that can be taken to clean up the groundwater. It is at a depth that poses minimal risk of exposure through excavation. However, there is still the possibility of shallow domestic wells coming into contact with the water.



The Illinois Environmental Protection Agency is requiring the City to pass an Ordinance prohibiting the use of groundwater as a potable water supply within the affected area as a requirement for issuance of a “No Further Remediation” letter to protect the public from that possibility. There is a City water main adjacent to the affected properties, and a well would not be permitted in this vicinity regardless of this action. Therefore, this action presents no practical change to the property’s ability to access potable water.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The property owner for 810 IAA Drive and 1705 Towanda Avenue were responsible for having their consultant contact the adjacent property owner (1701 Towanda Avenue) about the proposed ordinance, prior to IEPA approval. The property owner will have their consultant contact the affected adjacent property owner upon approval by the IEPA and inform them that the ordinance has been approved.

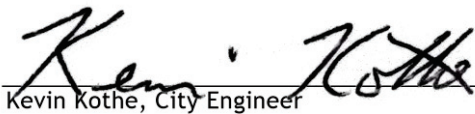
FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

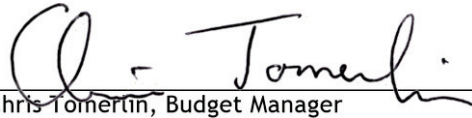
Prepared by: Dominic Kallas, Engineer

Reviewed by:



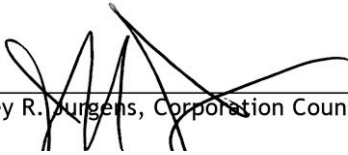
Kevin Kothe, City Engineer

7/23/2020



Chris Tomertin, Budget Manager

7/23/2020



Jeffrey R. Jurgens, Corporation Counsel

7/31/2020



Tara Henry, Legislative Assistant

8/4/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- PW 1B Ordinance_Bodine Environmental Services Local Groundwater Ordinance 08102020

ORDINANCE NO. 2020 - ____

**AN ORDINANCE APPROVING AN APPLICATION SUBMITTED
BY COUNTRY FINANCIAL PROHIBITING POTABLE GROUNDWATER USE
FOR THE PROPERTY AT 810 IAA DRIVE AND ADJACENT PROPERTIES**

WHEREAS, certain properties in the City of Bloomington, McLean County, Illinois have been used over a period of time for commercial/industrial purposes; and

WHEREAS, because of said use, concentrations of certain chemical constituents in the groundwater beneath the City may exceed Class 1 groundwater quality standards for potable resource groundwater as set forth in 35 Illinois Administrative Code 620 or Tier 1 remediation objectives as set forth in 35 Illinois Administrative Code 742; and

WHEREAS, the City desires to limit potential threats to human health from the groundwater contamination while facilitating the development and productive use of the properties that are the source of said chemical constituents;

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

Section 1: Use of groundwater as a potable water supply is prohibited.

The use or attempted use of groundwater as a potable water supply by the installation or drilling of wells or by any other method, including points of withdrawal by the City of Bloomington, is hereby prohibited within the area comprised by the following five properties in McLean County, Illinois as identified by Parcel Identification numbers:

1435126024
1435126032
1435176003
1435176004
1435127003

And, as shown in the Project Map which is attached hereto and incorporated herein by reference.

Section 2: Penalties

Any person violating the provisions of this ordinance shall be subject to a fine of not less than \$50.00 or more than \$100.00 for each violation. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 3: Definitions

“Person” is any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, or their representative, agents or assigns.

“Potable Water” is any water used for human or domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods.

Section 4: Repealer

All ordinances or parts of ordinances in conflict with this ordinance, are hereby repealed insofar as they are in conflict with this ordinance.

Section 5: Severability

If any provision of this ordinance or its application to any person or under any circumstances is adjudged invalid, such adjudication shall not affect the validity of the ordinance as a whole or any portion not adjudged invalid.

Section 6: Effective Date

This ordinance shall be in full force and effect 10 days after its approval and publication as required by law.

PASSED this 10th day of August 2020.

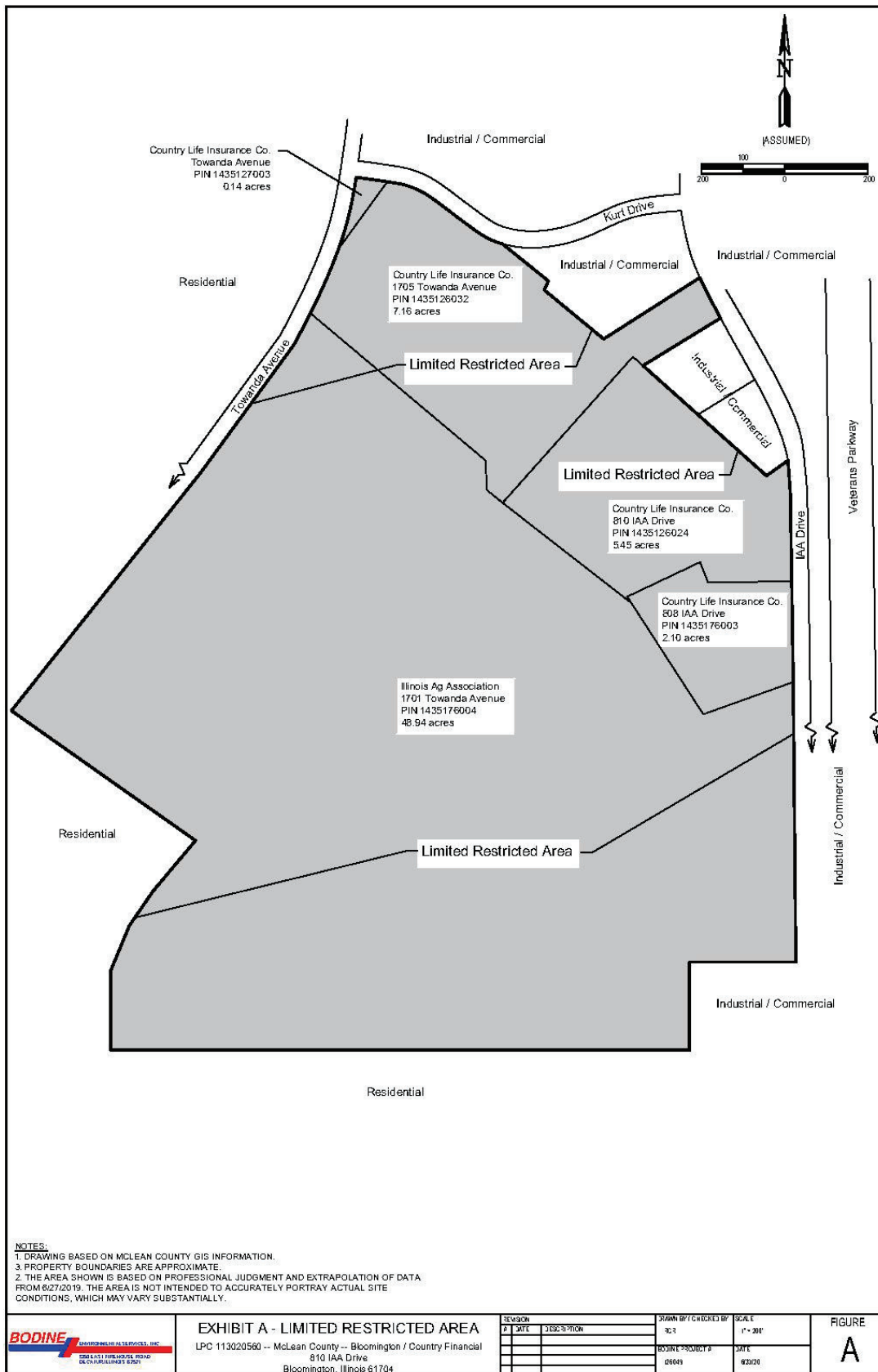
APPROVED this ____ day of August 2020.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk





CONSENT AGENDA ITEM NO. 8.L

FOR COUNCIL: August 10, 2020

SPONSOR: Public Works Department

WARD IMPACTED: Ward 3

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

RECOMMENDED MOTION:

The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

-Objective 4a. Residents feeling safe in their homes and neighborhoods

BACKGROUND: Public Works is recommending an ordinance approving the Final Plat for Traeger Subdivision. The proposed final plat consists of one lot and is located south of Empire Street and east of Towanda-Barnes Road. The existing Parcel Identification Number (PIN) for the property is 22-04-200-004. This parcel is less than 1.5 miles outside of the Corporate Limits of the City of Bloomington. Therefore, the plat falls within the City's extraterritorial jurisdiction for review and approval. The proposed plat complies with the City of Bloomington minimum lot widths and minimum lot areas, as well as easement dedication requirements. The proposed final plat will facilitate the construction of a single-family home. Access will be approved by the State of Illinois.

Zoning and future use will be approved by the County Building and Zoning Department. 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.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this agenda item was initiated by a private entity working to develop an existing site. Staff is recommending action and approval, since this project is expected to have little to no impact on City resources or finances.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Andrew C. Traeger, Catherine A. Pratt, Pratt & Pratt P.C.

FINANCIAL IMPACT: Andrew C. Traeger paid all survey and plat costs.

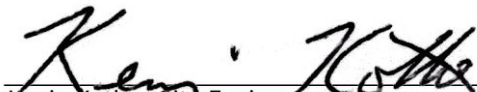
COMMUNITY DEVELOPMENT IMPACT: The subject property is within a mile and a half of the corporate limits, within Bloomington's extraterritorial jurisdiction. Bloomington has authority to review the subdivision for conformance with the Comprehensive plan and zoning and subdivision regulations. The land depicted on the plat is not identified in the

Bloomington Comprehensive Plan Future Land Use map. It does not have access to city utilities and no development is expected to occur soon. Regardless, the plat conforms to Bloomington minimum lot width and area requirements.

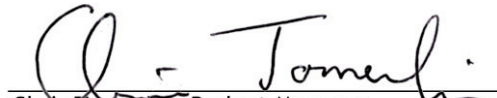
Respectfully submitted for Council consideration.

Prepared by: Tony Meizelis, Civil Engineer I

Reviewed by:


Kevin Kothe, City Engineer

7/23/2020


Chris Tomerlin, Budget Manager

7/23/2020

George Boyle
George Boyle, Assistant Corporation Counsel

7/28/2020


Tara Henry, Legislative Assistant

8/5/2020

Recommended by:


Tim Gleason, City Manager

Attachments:

- PW 4B Ordinance and Legal Description_Traeger Subdivision Final Plat Ordinance 08102020
- PW 4C Final Plat_Traeger Subdivision Final Plat Ordinance 08102020
- PW 4D Owners Petition_Traeger Subdivision Final Plat Ordinance 08102020
- PW 4E County Clerks Certificate_Traeger Subdivision Final Plat Ordinance 08102020
- PW 4F Owners Certificate_Traeger Subdivision Final Plat Ordinance 08102020
- PW 4G School District Certificate_Traeger Subdivision Final Plat Ordinance 08102020
- PW 4H Final Plat Checklist_Traeger Subdivision Final Plat Ordinance 08102020
- PW 4I Plat Map_Traeger Subdivision Final Plat Ordinance 08102020
- PW 4J Tap On Memo_Traeger Subdivision Final Plat Ordinance 08102020
- PW 4K Surveyors Certificate_Traeger Subdivision Final Plat Ordinance 08102020
- PW 4L Drainage Statement_Traeger Subdivision Final Plat Ordinance 08102020
- PW 4M County Plat Officers Certificate_Traeger Subdivision Final Plat Ordinance 08102020
- PW 4N Preliminary Plan Waiver Request_Traeger Subdivision Final Plat Ordinance 08102020

ORDINANCE NO. 2020 - ____

**AN ORDINANCE APPROVING THE FINAL PLAT OF
TRAEGER SUBDIVISION**

WHEREAS, there was heretofore filed with the Community Development Department of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of Traeger Subdivision dated June 16, 2020, legally described in Exhibit A, attached hereto and made a part hereof by this reference; and

WHEREAS, said subdivision is within a mile and a half of the Bloomington corporate limits and subject to Bloomington's extraterritorial jurisdiction; and

WHEREAS, Bloomington has the authority to review and approve final plats within its extraterritorial jurisdiction; and

WHEREAS, said Petition requests no exemptions or variations other than waiver of preliminary plan from the provisions of the Bloomington City Code, 1960, as amended; 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;

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 Final Plat of Traeger Subdivision, dated June 16, 2020 is hereby approved.

SECTION 3. This ordinance shall be effective immediately upon 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 10th day of August 2020.

APPROVED this ____ day of August 2020.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk

Exhibit A:

Traeger Subdivision - 2312.01
Subdivision Inverse
05/07/2020
BKS

Legal Description

A part of the $W\frac{1}{2}$ of the $NE\frac{1}{4}$ of Section 4, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the intersection of the east line of the $W\frac{1}{2}$ of the $NE\frac{1}{4}$ of Section 4 with the south right of way line of Illinois Route 9, according to the Right of Way Plats recorded as Document Nos. 95-25693 & 95-25694 in the McLean County Recorder of Deeds Office; thence $S.00^{\circ}-42'-01''E.$ 720.00 feet on the east line of said $W\frac{1}{2}$ of the $NE\frac{1}{4}$ of Section 4; thence $S.89^{\circ}-17'-59''W.$ 210.00 feet; thence $N.00^{\circ}-42'-01''W.$ 320.00 feet on a line parallel with the east line of said $W\frac{1}{2}$ of the $NE\frac{1}{4}$ of Section 4; thence $N.89^{\circ}-17'-59''E.$ 160.00 feet to a point lying 50.00 feet West of the east line of said $W\frac{1}{2}$ of the $NE\frac{1}{4}$ of Section 4; thence $N.00^{\circ}-42'-01''W.$ 401.55 feet on a line parallel with the east line of said $W\frac{1}{2}$ of the $NE\frac{1}{4}$ of Section 4 to the south right of way line of Illinois Route 9; thence $S.88^{\circ}-55'-25''E.$ 50.02 feet on said south right of way line to the Point of Beginning containing 2.00 Acres, more or less with assumed bearings given for description purposes only.

TRAEGER SUBDIVISION

PART OF THE W1/2 NE1/4 SECTION 4, T.23N.,
R.3E., 3P.M., MCLEAN COUNTY, ILLINOIS

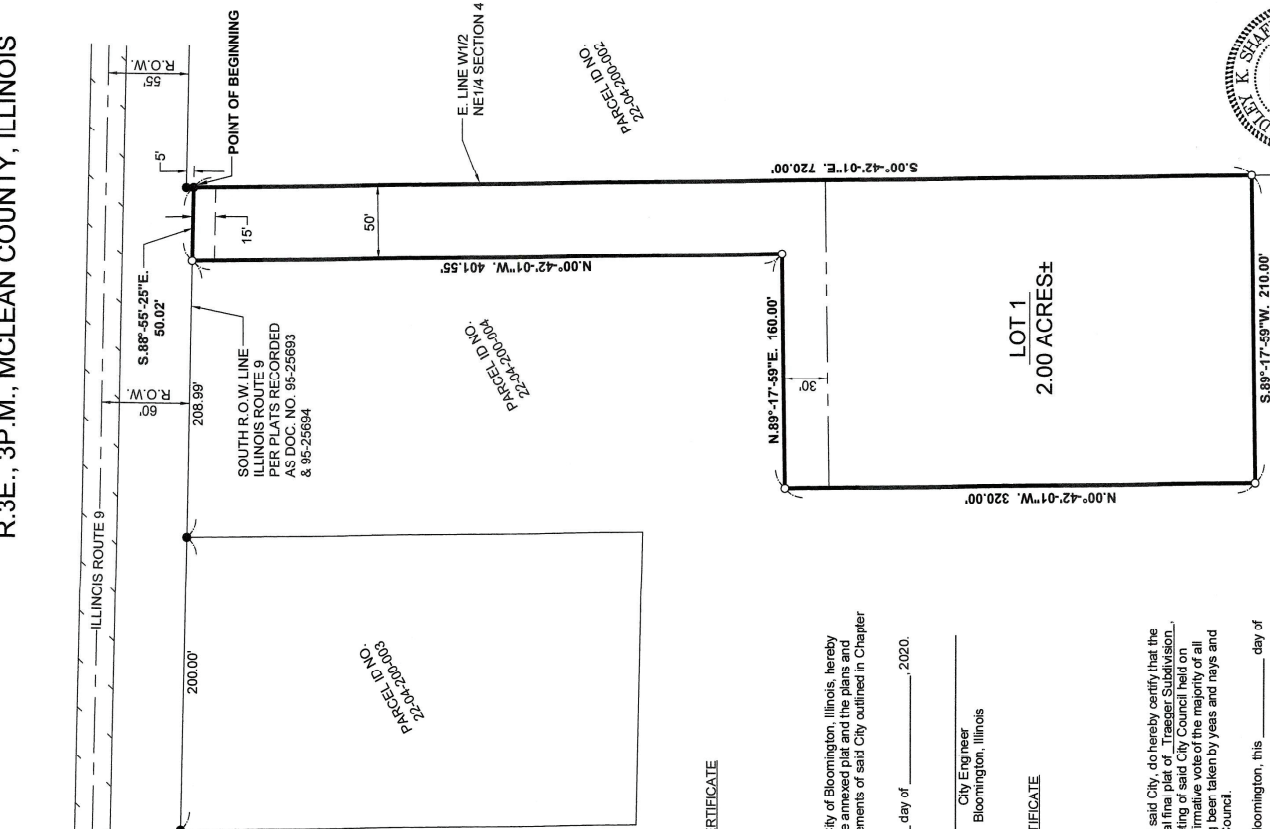


SCALE: 1" = 60'

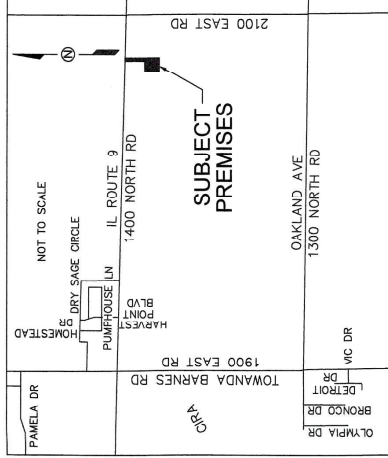
LEGEND

- SUBDIVISION BOUNDARY
- 30' BUILDING SETBACK LINE
- ROAD CENTERLINE
- 5' UTILITY EASEMENT LINE
- IRON ROD FOUND
- IRON ROD SET

PARENT TRACT PARCEL
ID NO. 22-04-200-004



LOCATION MAP



SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS
COUNTY OF MCLEAN

I, Bradley K. Shaffer, Illinois Professional Land Surveyor No. 3488, do hereby certify that the attached plat of subdivision was surveyed and prepared under my direction in accordance with the laws and usages of the State of Illinois and the laws of McLean County, for Andy Traeger and represents the following described property to wit:

A part of the W1/2 of the NE1/4 of Section 4, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, as shown on the following: Beginning at the intersection of the east line of the W1/2 of the NE1/4 of Section 4 with the south right of way line of Illinois Route 9, according to the Right of Way Plats recorded as Document Nos. 95-25693 & 95-25694 in the McLean County Recorder of Deeds Office; thence S.00°-42'-01"E. 720.00 feet on the east line of said W1/2 of the NE1/4 of Section 4; thence S.88°-17'-59"W. 210.00 feet; thence N.00°-42'-01"W. 320.00 feet on a line parallel with the east line of said W1/2 of the NE1/4 of Section 4; thence N.89°-17'-59"E. 160.00 feet to a point lying 50.00 feet West of the east line of said W1/2 of the NE1/4 of Section 4; thence N.00°-42'-01"W. 401.55 feet on a line parallel with the east line of said W1/2 of the NE1/4 of Section 4 to the south right of way line of Illinois Route 9; thence S.88°-17'-59"E. 50.02 feet on said south right of way line to the Point of Beginning containing 2.00 Acres, more or less with assumed bearings given for description purposes only.

I further certify that I have subdivided the same into 1 Lot as shown on the attached plat. Said subdivision is to be known as Traeger Subdivision, McLean County, Illinois.

Iron monuments identify all lot corners as shown on said plat and all measurements are given in feet and decimals thereof. All easements depicted hereon are dedicated for public use and the use of community antenna television systems.

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

I further certify that no portion of said subdivision is located within a special flood hazard area as identified by the Federal Emergency Management Agency and shown on FIRW Number 17113C050E, dated July 16, 2006.

I further certify that said herein described subdivision lies within 1 1/2 miles of the City of Bloomington, which was an approved and adopted comprehensive plan.

Lewis, Yockey & Brown, Inc.
Consulting Engineers & Land Surveyors
505 N. Main St.
Bloomington, IL 61701



06/17/2020
Date

Bradley K. Shaffer
Illinois Professional Land Surveyor No. 3488
License Expires 11/30/2020

Lewis, Yockey & Brown, Inc.
Consulting Engineers & Land Surveyors
Professional Design Firm Registration #184.000806
505 N. Main Street, Bloomington, Illinois 61701
Ph (309) 829-2552

TRAEGER SUBDIVISION
FINAL PLAT
PT. W1/2 NE1/4 SECTION 4, T23N.,
R3E., 3PM, MCLEAN COUNTY, ILLINOIS



Rev.	
Dm.	Bk. 364
App.	BKS
Vault ID:	

Sheet

1

of: 1

2312.01
Job #:

State of Illinois)
County of McLean)ss.
County of McLean)

Now come(s) Andrew C. Traeger

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;

2. That your petitioner (s) seek (s) approval of the Final Plat for the subdivision of said premises to be known and described as Traeger Subdivision

3. That your petitioner (s) also seek (s) approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960:
None

subdivision submitted herewith be approved with the exemptions or variations as requested herein.

By: _____

Andrew C. Traeger

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 9th day of July, 2020, 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

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 Traeger Subdivision to McLean County, Illinois, and that we have caused said plat to be made and that it is a true and correct plat of Traeger Subdivision to McLean County, Illinois, as laid off into one (1) Lot by Bradley K. Shaffer, Illinois Professional Land Surveyor Number 3488; the undersigned, hereby dedicates to the State of Illinois, and sets apart for the use of the general public forever all of the streets and thoroughfares as indicated and shown on said Plat; and we further dedicate easements within the rights-of-way of such streets and thoroughfares to the applicable public utility companies for those utility installations that are permitted by this and other resolutions and codes of the County to be installed in street or thoroughfare rights-of-way.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my seal this 2nd day of July, 2020.



(SEAL)



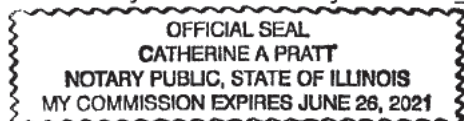
(SEAL)

NOTARY CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF McLEAN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Daniel F. TRAAGER and Rebecca S. TRAAGER are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of Homestead, and also including the dedication of all streets and highways to the use of the general public forever, and including the grant to certain general utility easements to the applicable public utility companies.

Given under my hand and notary seal this 2nd day of July, 2020.



Catherine A. Pratt Notary Public

Prepared by and return to:

Catherine A. Pratt 217 E Washington St
Bloomington IL 61701

SCHOOL DISTRICT CERTIFICATE

I (we), Daniel F. Traeger and Rebecca S. Traeger, developer/owners of the property described in the Surveyor's Certificate of the tract of land platted as Traeger Subdivision, certify that to the best of my knowledge and belief that said platted land is located within the boundaries of McLean County Unit District No. 5.

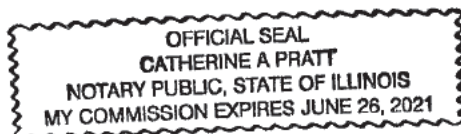
By: _____

Attest _____

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Daniel F. Traeger & Rebecca S. Traeger is (are) personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he (she/they) signed, sealed and delivered the said instrument as his (her/their) free and voluntary act

Given under my hand and notarial seal this 2nd day of July, 2020.



Catherine A. Pratt
Notary Public



Traeger Subdivision Final Plat

Date Prepared: 7/20/2020

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	N/A
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
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	N/A
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





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

MEMORANDUM

July 20, 2020

To: Katie Simpson, City Planner
From: Anthony J. Meizelis, P.E.
Subject: Traeger Subdivision Final Plat
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: Traeger Subdivision. The final plat will be considered for approval by the City Council at the August 10, 2020 meeting.

A. Performance Guarantee:

No uncompleted public improvements are required for the subdivision; Therefore no performance guarantee is required.

B. Tap-On Fees:

There are no tap-on fees required for the subject subdivision.

C: Guarantee Substandard Street Improvement:

There are no Substandard Street Improvement guarantees required.

cc: Kevin Kothe, Director of Public Works
Luke Thoele, Assistant City Engineer
Chris Tomerlin
file

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, Bradley K. Shaffer, Illinois Professional Land Surveyor No. 3488, do hereby certify that the attached plat of subdivision was surveyed and prepared under my direction in accordance with the laws and usages of the State of Illinois and the laws of McLean County, for Andy Traeger and represents the following described property to wit:

A part of the W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 4, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the intersection of the east line of the W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 4 with the south right of way line of Illinois Route 9, according to the Right of Way Plats recorded as Document Nos. 95-25693 & 95-25694 in the McLean County Recorder of Deeds Office; thence S.00°-42'-01"E. 720.00 feet on the east line of said W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 4; thence S.89°-17'-59"W. 210.00 feet; thence N.00°-42'-01"W. 320.00 feet on a line parallel with the east line of said W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 4; thence N.89°-17'-59"E. 160.00 feet to a point lying 50.00 feet West of the east line of said W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 4; thence N.00°-42'-01"W. 401.55 feet on a line parallel with the east line of said W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 4 to the south right of way line of Illinois Route 9; thence S.88°-55'-25"E. 50.02 feet on said south right of way line to the Point of Beginning containing 2.00 Acres, more or less with assumed bearings given for description purposes only.

I further certify that I have subdivided the same into 1 Lot as shown on the attached plat. Said subdivision is to be known as Traeger Subdivision, McLean County, Illinois.

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

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

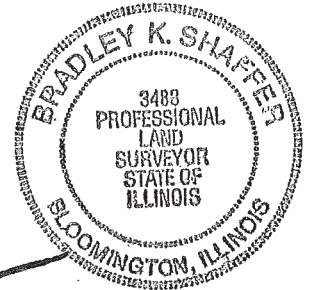
I further certify that no portion of said subdivision is located within a special flood hazard area as identified by the Federal Emergency Management Agency and shown on FIRM Number 17113C0550E, dated July 16, 2008.

I further certify that said herein described subdivision lies within 1½ miles of the City of Bloomington, which has an approved and adopted comprehensive plan.

Lewis, Yockey & Brown, Inc.
Consulting Engineers & Land Surveyors
505 N. Main St.
Bloomington, IL 61701

06/17/2020

Date



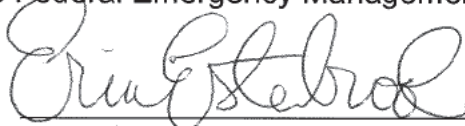
Bradley K. Shaffer

Illinois Professional Land Surveyor No. 3488
License Expires 11/30/2020

DRAINAGE STATEMENT

Erin Estabrook, Registered Professional Engineer, and DANIEL F. TRAEGER and Rebecca S. Traeger, being the owner(s) of the premises heretofore platted by Bradley K. Shaffer, Illinois Professional Land Surveyor No. 3488, to be and become Traeger Subdivision to 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 Subdivider 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.

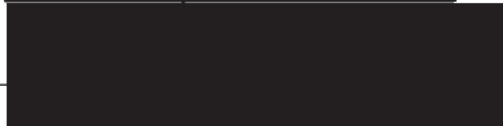
I further certify that no portion of said Subdivision is located within the Special Flood Hazard Area, as identified by the Federal Emergency Management Agency.



Registered Professional Engineer

OWNER(S):





PLAT OFFICER'S CERTIFICATE

I hereby certify that the attached final plat for the Traeger Subdivision, Section 4 Township, 23 North, Range 3 East of the Third Principal Meridian is in compliance with the land subdivision regulations of the County of McLean, State of Illinois, as set forth on this date; and therefore, pursuant to said regulations, I hereby accept said attached final plat.

Dated at Bloomington, McLean County, Illinois, this 7th day of July 2020.



Plat Officer, Philip Dick

Parcel No. 22-04-200-004

Waiver of Preliminary Plan

Pursuant to Chapter 24, Section 3.5 F2 of the Bloomington City Code, 1960 as amended, the following serves as a written request to waive the subdivision requirements and process the petition for a final plat of Traeger Subdivision and to process said plat as an expedited final plat submission.

We/I, the owner/developer of Traeger Subdivision affirms that said subdivision meets the following prerequisites established in Chapter 24-3.5F:

1. The plat depicts a total of not more than three lots and outlots
2. The plat includes all continuous property in common ownership or unified control
3. The proposed subdivisions shall not necessitate the construction or installation of public street improvements
4. No waivers of this code are being requested
5. The developer has approved construction plans for any public improvements needed.

We/I hereby request(s) a waiver of the preliminary plan, subdivision and approval procedure for said final plat.

Respectfully,


Owner

7-20-2020
Date



CONSENT AGENDA ITEM NO. 8.M

FOR COUNCIL: August 10, 2020

SPONSOR: Public Works Department

WARD IMPACTED: Ward 8

SUBJECT: Consideration and action on an Ordinance Rescinding Ordinance 2020-20 and Approving the Final Plat of Bloomington Commons Subdivision, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Ordinance be approved, subject to the petitioner providing the required sureties or constructing the public infrastructure.

STRATEGIC PLAN LINK:

-Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

-Objective 3b. Attraction of new targeted businesses that are the “right” fit for Bloomington
-Objective 3a. Retention and growth of current local businesses

BACKGROUND: Public Works is recommending an ordinance rescinding the prior approval of a final plat and approving the Final Plat for Bloomington Commons Subdivision, subject to the petitioner providing the necessary sureties for public improvements. A surety is collected to assure construction of public improvements. The owner may also construct the public improvements prior to recording of the final plat. The proposed final plat facilitates the subdivision of an existing 18-acre shopping center and aligns with the Preliminary Plan approved by Council on February 10, 2020 (Ord. 2020-04). The proposed final plat consists of five lots and is located south of Empire Street and east of Veterans Parkway. The existing Parcel Identification Number (PIN) for the property is 21-02-201-002, and the current address is 1701-1703 E. Empire Street.

On April 13, 2020, City Council approved the subject final plat, Ordinance 2020-20. Per the City code, a final plat must be recorded within 90 days of Council approval. Also per the code, the developer must either construct the public improvements, or provide a surety for 110% of the cost of the public improvements before the City will record the plat. In this case, the developer did not provide the surety for the final plat nor construct the public improvements within 90 days of Council approval. According to City Code Chapter 24, Section 3.5E, the approved plat has become null and void. The developer would like to move forward with the subdivision. Therefore, staff is recommending that Council adopt an ordinance to rescind the previous approval, which is null and void, and to reapprove the subject final plat again giving the developer an additional 90 days to construct, or bond for, the improvements. There are no changes to the final plat and documentation from the previous approval.

The zoning in this area is B-1, General Commercial District. Approval of this final plat will facilitate a new restaurant development on the lot and redevelopment of the vacant Toys-R-Us property. 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.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this agenda item was initiated by a private entity working to redevelop an existing site. Staff is recommending action and approval, since delay could negatively impact this investment in our community. This project is expected to have little to no impact on City resources or finances.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Core Bloomington Commons, LLC, and Southern Centers at Hialeah as Tenants in Common (TIC).

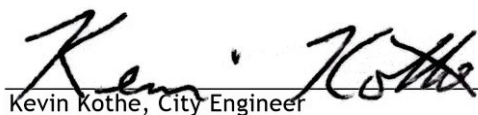
FINANCIAL IMPACT: Core Bloomington Commons, LLC, and Southern Centers at Hialeah as Tenants in Common (TIC) paid all survey and plat costs. Sureties are due as part of this subdivision. See tap-on/surety attachment for additional information. Approval of the Final Plat will facilitate investment in vacant property. The development could result in increased property, sales, and food & beverage tax revenues for the City.

COMMUNITY DEVELOPMENT IMPACT: Goal ED-1. Ensure a broad range of employment opportunities for all residents, Objective ED-1.2 Leverage community assets in attracting businesses. Goal ED-4. Enhance the image of Bloomington as a business-friendly community, Objective ED-4.2. Prioritize infill and redevelopment to spur growth and reinvestment in the City.

Respectfully submitted for Council consideration.

Prepared by: Tony Meizelis, Civil Engineer I

Reviewed by:


Kevin Kothe, City Engineer

7/23/2020


Chris Tomertin, Budget Manager

7/23/2020

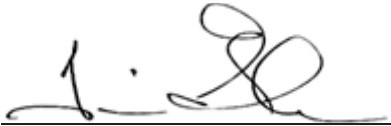
George Boyle
George Boyle, Assistant Corporation Counsel

7/27/2020


Tara Henry, Legislative Assistant

8/4/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- PW 5B Ordinance and Legal Description_Bloomington Commons Final Plat Ordinance 08102020
- PW 5C Final Plat_Bloomington Commons Final Plat Ordinance 08102020
- PW 5D Owner's Petition_Bloomington Commons Final Plat Ordinance 08102020
- PW 5E County Clerk's Certificate_Bloomington Commons Final Plat Ordinance 08102020
- PW 5F Owner's Certificate_Bloomington Commons Final Plat Ordinance 08102020
- PW 5G School District Certificate_Bloomington Commons Final Plat Ordinance 08102020
- PW 5H Final Plat Checklist_Bloomington Commons Final Plat Ordinance 08102020
- PW 5I Plat Map_Bloomington Commons Final Plat Ordinance 08102020
- PW 5K Tap-On Memo_Bloomington Commons Final Plat Ordinance 08102020
- PW 5J Drainage Certificate_Bloomington Commons Final Plat Ordinance 08102020

ORDINANCE NO. 2020 - ____

**AN ORDINANCE RESCINDING ORDINANCE 2020-20 AND APPROVING THE
FINAL PLAT OF BLOOMINGTON COMMONS SUBDIVISION**

WHEREAS, there was heretofore filed with the Community Development Department of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of Bloomington Commons Subdivision dated March 27, 2020, legally described in Exhibit A, attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition aligns with the Preliminary Plan approved on February 10, 2020, (Ordinance 2020-04) and requests no exemptions or variations from the provisions of the Bloomington City Code, 1960, as amended; and

WHEREAS, the City Code requires that within 90 days of Council approval of Final Plat, either a surety be provided for the cost of 110% of public improvements required by the plat or that all required public improvements be constructed and, that if neither occurs within 90 days of Council approval the Final Plat become null and void; and

WHEREAS, more than 90 days has elapsed since Council originally approved the Final Plat by Ordinance No. 2020-20 on April 13, 2020, without surety being provided or public utilities be constructed as required by the City Code; and

WHEREAS, the Final Plat approved by the City Council on April 13, 2020, has become null and void and the petitioner desires that the final plat be recorded; 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;

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 Ordinance 2020-20 is hereby rescinded.

SECTION 3. That the Final Plat of Bloomington Commons Subdivision, dated March 27, 2020, is hereby approved.

SECTION 4. This ordinance shall be effective immediately after the date of its passage and approval.

SECTION 5. 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 10th day of August 2020.

APPROVED this ____ day of August 2020.

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

Exhibit A: Legal Description

A PART OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 23 NORTH RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF U.S. ROUTE 66 (F.A. ROUTE 5) SAID POINT BEING 1,405.17 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2 AS MEASURED ALONG SAID EAST RIGHT-OF-WAY LINE. FROM SAID POINT OF BEGINNING THENCE NORTH 2 DEGREES 45 MINUTES WEST 396.53 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE NORTH 2 DEGREES 21 MINUTES 311.3 FEET; THENCE NORTH 42 DEGREES 36 MINUTES EAST 628.85 FEET; THENCE NORTH 84 DEGREES 47 SECONDS EAST 305.65 FEET; THENCE SOUTH 2 DEGREES 10 MINUTES EAST 42 FEET; THENCE NORTH 87 DEGREES 31 MINUTES EAST 71.4 FEET TO A POINT WHICH IS 329.3 FEET WEST OF THE WEST LINE OF LOT 2 IN THE NORTHEAST QUARTER OF SECTION 2 IN THE ESTATE OF JAMES STEELE AS SHOWN BY PLAT IN CHANCERY RECORDED 33 AT PAGE 381, MCLEAN COUNTY, ILLINOIS; THENCE SOUTH 1 DEGREE 58 MINUTES EAST 937.72 FEET PARALLEL WITH THE WEST LINE OF SAID LOT 2; THENCE SOUTH 88 DEGREES 02 MINUTES WEST 175 FEET; THENCE SOUTH 01 DEGREE 58 MINUTES EAST 200 FEET PARALLEL WITH THE WEST LINE OF SAID LOT 2; THENCE SOUTH 88 DEGREES 37 MINUTES WEST 661.62 FEET TO THE POINT OF BEGINNING, IN MCLEAN COUNTY, ILLINOIS.

EXCEPTING THEREFROM THAT PART OF LAND CONVEYED TO THE CITY OF BLOOMINGTON BY WARRANTY DEED RECORDED FEBRUARY 26, 1981 AS DOCUMENT NUMBER 81-1658.

ALSO EXCEPTING THEREFROM THAT PART CONVEYED TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION BY DOCUMENT NUMBER 97-2858 AND AS SHOWN ON PLAT OF HIGHWAYS RECORDED AS DOCUMENT NUMBER 96-12491.

Existing Pin: 21-02-201-002

PART OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 23 NORTH RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCLEAN COUNTY, ILLINOIS.



COORDINATES AND BEARINGS ARE BASED UPON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE (NAD 83), ADJUSTED TO GROUND VALUES, AS ESTABLISHED BY A REAL-TIME KINEMATIC (RTK) GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) LITIGATION. THE TRAILER VESSEL NAME, HOME PORT,

CORE BLOOMINGTON COMMONS, LLC AND SOUTHERN
CENTERS AT HIALEAH AS TENANTS IN COMMON
200 S WACKER DRIVE, SUITE 1325

MARC S. JOSEPH
LEVENFELD PEARLSTEIN, LLC
2 LASALLE STREET, SUITE 1300

ERIC R. VESELY, PLS
MANHARD CONSULTING
ONE OVERLOOK POINT, SUITE 290

797,627 SQUARE FEET (18.311 ACRES)

1701 EAST EMPIRE STREET

21-02-201-002

<i>SHEET INDEX</i>	
SHEET 1:	EXISTING LOT AND EASEMENT DETAILS
SHEET 2-3:	PROPOSED LOT AND EASEMENT DETAILS
SHEET 4:	CERTIFICATES, EASEMENT PROVISIONS, SURVEYOR'S NOTES AND CERTIFICATION

PROJ. NO.:	1000
PROJ. ASSOC.:	ERV
DRAWN BY:	AAS
DATE:	3/6/2020
SCALE:	1"=80'

SHEET

1 OF **4**

CAGBTL01

[illegible]

BLOOMINGTON COMMONS SUBDIVISION

BLOOMINGTON COMMONS SUBDIVISION

PUBLIC UTILITY EASEMENT PROVISIONS

A PERMANENT NON-POLLUTING EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF BLOOMINGTON AND ITS RESPECTIVE SUCCESSIONS AND ASSIGNS, JOINTLY AND SEVERALLY, TO CONVEY AND TRANSMIT WATER, GAS, STEAM, ELECTRICITY, TELEPHONE, CABLE TELEVISION, AND/OR COLLECTION OF SANITARY SEWAGE AND WASTE. SAID EASEMENT SHALL BE IN CONNECTION WITH THE UNDERGROUND AND ABOVE GROUND TRANSMISSION, DISTRIBUTION AND/OR COLLECTION OF SANITARY SEWAGE AND WASTE. SERVICE (SUCH AS WATER, GAS, STEAM, ELECTRICITY, TELEPHONE, CABLE TELEVISION, AND/OR COLLECTION OF SANITARY SEWAGE AND WASTE) SHALL BE PROVIDED TO THE SURFACE OF THE PROPERTY SHOWN AND LABELED "PUBLIC UTILITY EASEMENT". THE EASEMENT SHALL GRANT THE RIGHT OF UNOBTSTRUCTED ACCESS FOR PURPOSES AND BENEFITS OF THE CITY OF BLOOMINGTON AND ITS RESPECTIVE SUCCESSIONS AND ASSIGNS, JOINTLY AND SEVERALLY, TO CONVEY AND TRANSMIT WATER, GAS, STEAM, ELECTRICITY, TELEPHONE, CABLE TELEVISION, AND/OR COLLECTION OF SANITARY SEWAGE AND WASTE. THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND CROPS AS MAY BE NECESSARY TO MAINTAIN OR IMPROVE THE EASEMENT SHALL BE GRANTED TO THE CITY OF BLOOMINGTON AND ITS RESPECTIVE SUCCESSIONS AND ASSIGNS, JOINTLY AND SEVERALLY, FOR ALL SUCH PURPOSES. NO PERMANENT STRUTLURES OR OTHER OBSTRUCTIONS SHALL BE PLACED OVER OR ACROSS FACILITIES OF, OR UPON OR OVER EASEMENT, OR ANY PART THEREOF.

[illegible]

A NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR THE OWNERS OF ALL LOTS AND FUTURE LOTS WITHIN THIS SUBDIVISION AND THE CITY OF BLOOMINGTON TOGETHER WITH THE CITY OF BLOOMINGTON TO HAVE ACCESS OVER ROADS, PARKING LOTS AND PAVED SURFACES AND EGRESS TO AND FROM THE SUBDIVIDED PROPERTY TO AND FROM PROSPECT ROAD. THIS EASEMENT IS FOR CROSS ACCESS, EGRESS AND EGRESS AND VEHICULAR PARKING PURPOSES ON OR WITHIN ANY OF THESE LOTS AND FUTURE LOTS WITHIN THIS SUBDIVISION. ADDITIONALLY, THIS EASEMENT MAY BE USED FOR THE RECREATION OF EGRESS, COVENANTS AND RESTRICTIONS RECORDED SEPARATE FROM THIS PLOT.

A PERMANENT, NON-EXCLUSIVE RESTRICTIONS WHICH SHALL PROHIBIT VEHICULAR TRAFFIC FROM A LOT TO PUBLIC

GIVEN UNDER MY HAND AND SEAL THIS 27TH DAY OF MARCH, A.D. 2020.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3855
LICENSE EXPIRES NOVEMBER 30, 2020



ITY OF BLOOMINGTON, ILLINOIS

4 OF 4
CAG9TIL01
SHEET

State of Illinois)
)ss.
County of McLean)

Now come(s) Core Bloomington Commons, LLC and Southern Centers at Hialeah as Tenants in Common (TIC)

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;

WHEREFORE, your petitioner(s) respectfully pray(s) that said Final Plat for the
BLOOMINGTON COMMONS
subdivision submitted herewith be approved with the exemptions or variations as requested
herein.

Core Bloomington Commons, LLC and Southern Centers at Hialeah as Tenants in Common (TIC)

Exhibit A: Legal Description

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Existing Pin: 21-02-201-002

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 9 day of MARCH, 2020, 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

21-02-201-002

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 BLOOMINGTON COMMONS 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 "BLOOMINGTON COMMONS" Subdivision to the City of Bloomington, McLean County, Illinois as laid off in lots and streets by ERIC VESELY Registered Illinois Land Surveyor Number 3855; 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 4TH day of MARCH, 20 20.



(Seal)

*where dedication is required under Section 3.5.

State of Illinois)
)ss.
County of McLean)

I, Jon Spitz, a Notary Public in and for the county and State aforesaid, do hereby certify that Adam Firsal 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 4th day of March, 20 20.


Notary Public

My commission expires 12/4/2023.



SCHOOL DISTRICT CERTIFICATE

This is to certify that I Core Bloomington Commons, LLC and Southern Centers at Hialeah as Tenants in Common (TIC) as Owner/Developer of the property herein described in the Surveyor's Certificate, which will be known as Bloomington Commons Subdivision, to the best of my knowledge, is located within the boundaries of Community Unit School District # 87 in McLean County, Illinois.

Dated this 4TH day of MARCH, 2020.

Owner/Developer

Core Bloomington Commons, LLC and Southern Centers at Hialeah as Tenants in Common (TIC)

State of Illinois)
)ss.

County of ~~McLean~~
of Lake

I, Jon Spitz, a Notary Public in and for the county and State aforesaid, do hereby certify that Adam Fisel 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 4th day of March, 2020.

Notary Public

My commission expires 12/4/2023





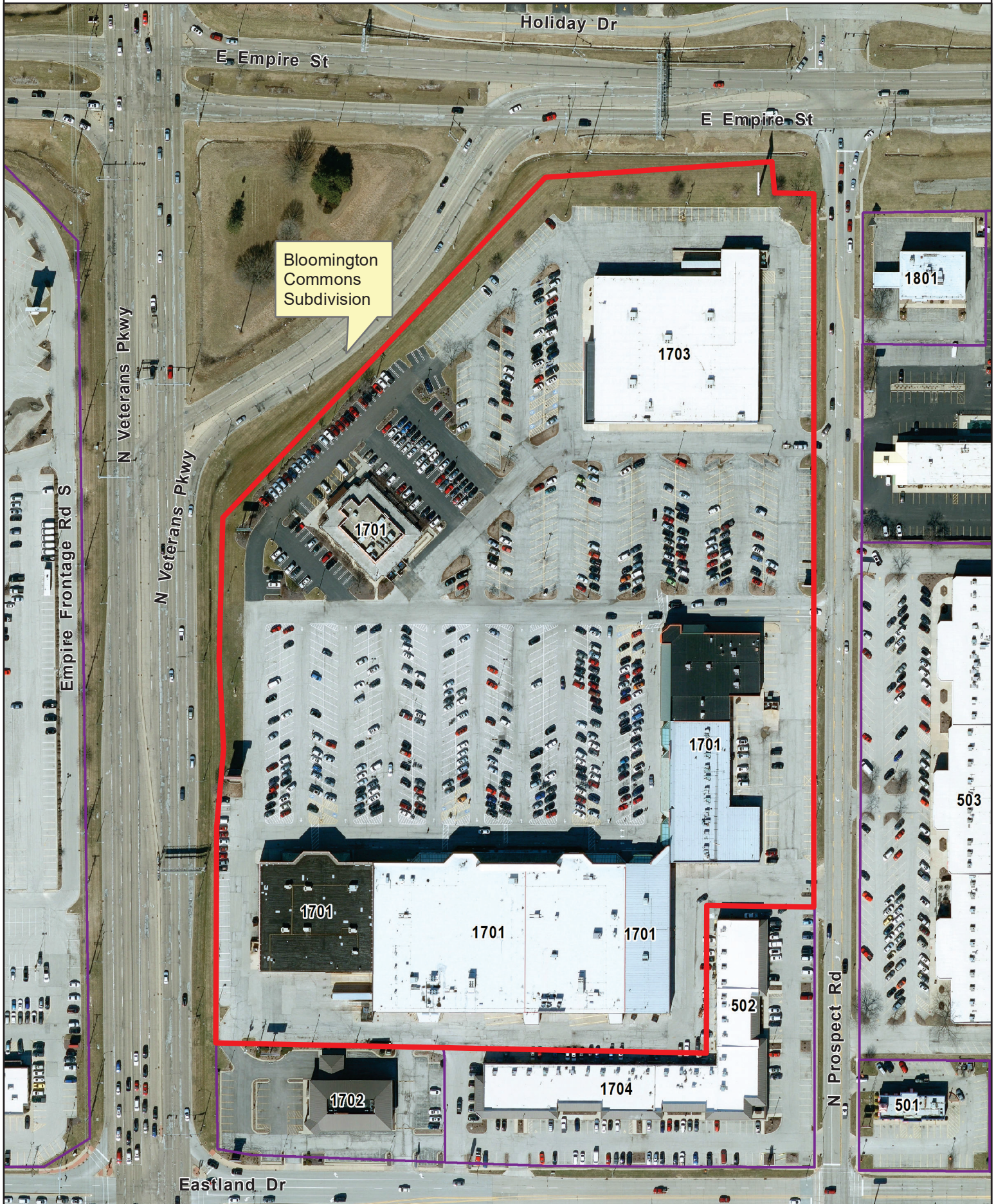
Bloomington Commons Subdivision

Date Prepared: 3/13/2020

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	N/A
	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
	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	N/A
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



0 150 300
Feet
Date: 3/13/2020



MEMORANDUM

April 3, 2020

To: Katie Simpson, City Planner
From: Anthony J. Meizelis, P.E.
Subject: Bloomington Commons Subdivision
REVISED 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: Bloomington Commons Subdivision. The final plat will be considered for approval by the City Council at the April 13th, 2020 meeting.

A. Performance Guarantee:

110% of all uncompleted public improvement construction costs:	\$ 48,587.00
Total Bond Amount Required	\$ 48,587.00

Bond/Guarantee must be in the form(s) and language provided by City Code.

B: Tap-On Fees:

There are no tap-on fees required for the subject subdivision.

C: Guarantee Substandard Street Improvement:

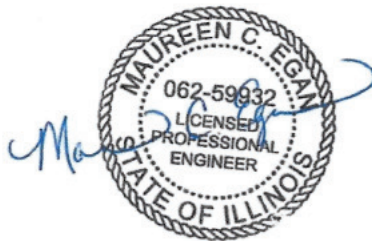
There are no Substandard Street Improvement guarantees required.

cc: Kevin Kothe, Director of Public Works
Luke Thoele, Assistant City Engineer
Chris Tomerlin
file

DRAINAGE STATEMENT

Maureen Egan, REGISTERED PROFESSIONAL ENGINEER, AND _____
BEING THE OWNER(S) OF THE PREMISES HERETOFORE PLATTED BY ERIC R. VESELY ILLINOIS PROFESSIONAL LAND
SURVEYOR NO. 3855 TO BE AND BECOME BLOOMINGTON COMMONS SUBDIVISION TO 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 PLANNED UNIT DEVELOPMENT, 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 OR PLANNED UNIT DEVELOPMENT.

I FURTHER CERTIFY THAT NO PORTIONS OF THE LOTS ARE WITHIN THE SPECIAL FLOOD HAZARD AREA, AS
IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.



Maureen Egan
REGISTERED PROFESSIONAL ENGINEER

OWNER(S):

CORE BLOOMINGTON COMMONS, LLC +
SOUTHERN CENTERS OF ILLIANA LP
AS T.I.C.

ADAM F. WELLS, ITS ONLY
AUTHORIZED SIGNATORY



CONSENT AGENDA ITEM NO. 8.N

FOR COUNCIL: August 10, 2020

SPONSOR: City Clerk Department

WARD IMPACTED: Ward 5

SUBJECT: Consideration and action on a Change of Ownership Application of d/b/a Flingers Pizza Pub, located at 1503 E. Vernon Ave., from Big Cheese, Inc. to Craft Pizza, Inc., requesting a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

RECOMMENDED MOTION:

The proposed License be approved contingent upon compliance with all building, health, and safety codes.

STRATEGIC PLAN LINK:

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

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Craft Pizza, Inc. (applicant) plans to purchase Flingers Pizza Pub from Big Cheese, Inc. Craft Pizza, Inc. is requesting an RAS liquor license, the same class of liquor license currently held by Big Cheese, Inc., which is a restaurant liquor license that would continue to allow the sale of all types of alcohol by the glass for consumption on the premises seven days a week. Per the application, the applicant does not intend to make any significant changes.

This item appeared on the July 14, 2020 Liquor Commission agenda where the Commission unanimously approved the request and positively recommended the application to the City Council (draft minutes attached) for additional consideration.

It is also worth noting that Big Cheese, Inc. currently holds a video gaming license and that if the request for a liquor license is approved for Craft Pizza, Inc. via this item, Craft Pizza, Inc. intends to request a transfer of Big Cheese's City video gaming license to Craft Pizza after they are appropriately licensed for video gaming by the State of Illinois. If later approved, a transfer of said video gaming license would not result in an increase of video gaming in the City of Bloomington as a transfer would maintain the same number of licenses.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, on July 7, 2020, a public notice was published in *The Pantagraph* and 4 courtesy copies were mailed to the adjacent neighboring properties.

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

COMMUNITY DEVELOPMENT IMPACT: ED-1.1 Focus on retention and expansion of existing businesses.

Respectfully submitted for Council consideration.

Prepared by: Amanda Mohan, Records and Licensing Specialist

Reviewed by:



Leslie Yocum, City Clerk

7/20/2020



Chris Tomertin, Budget Manager

7/29/2020

George Boyle

George Boyle, Assistant Corporation Counsel

7/30/2020



Tara Henry, Legislative Assistant

8/3/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- CLK 3B Flingers Pizza - Change of Owner App_Redacted
- CLK 3C DRAFT 07-14-2020 Regular Session LIQ COM Meeting Minutes_Flingers

June 17, 2020

City Clerk Requirement Verification Memo

To: Liquor Commission

Re: Legal Name: Craft Pizza, Inc.

D/B/A Name: Flinger's Pizza Pub

Dear Reviewer,

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

- ☒ Articles of Incorporation
- ☒ BASSET Certifications for Management
- ☒ Certificate of Good Standing with the State of Illinois
- ☒ Certificate of Liability Insurance (DRAM Shop)
- ☒ Liquor Bond in the amount of \$2,000
- ☒ Financial Information
- ☒ A Lease between Lard Lad Donuts and Tim Cummings
for the term 05/01/2020 to 04/30/2030

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

Respectfully,

Amanda Mohan
Records and Licensing Specialist

OFFICE USE ONLY
Submittal Date: 6/9/20
Renewal Type (A, SA):
Staff Initials: am



Business Contact Sheet

PLEASE FILL IN YOUR BUSINESS INFORMATION CLEARLY AND COMPLETELY.

Legal Name (Individual, Partnership, Corporation/LLC):	Craft Pizza Inc.
Doing Business As (D/B/A):	Flinger's Pizza Pub
Corp - Business Address:	[REDACTED] PHYSICAL BUS. ADDR
City/State:	Washington, IL 1503 E VERNON AVE
Zip Code:	[REDACTED] BLOOMINGTON IL 61701
Business Phone Number:	309-231-4981
Business Email Address:	

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

Billing Email Address: [REDACTED]

License Renewals

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

Primary Contact:

Name: Tim Cummings Phone Number: [REDACTED]
Address: [REDACTED] City/State: Washington, IL Zip Code: [REDACTED]

Alternate Contact:

Name: Patrick Fruin (Landlord) Phone Number: [REDACTED]
Address: [REDACTED] City/State: Bloomington, IL Zip Code: [REDACTED]

Manager:

Name: Kelsey McNeilly Phone Number: [REDACTED]
Address: [REDACTED] City/State: Bloomington, IL Zip Code: [REDACTED]



Liquor License Application Questionnaire

TO THE APPLICANT:

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

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

LEGAL REQUIREMENTS:

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



NATURE OF LICENSE:

1. What class liquor license are you seeking? *(Please read descriptions below)* RAS

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

2. What type of establishment do you intend to operate with this license? *(e.g. lounge, tavern, restaurant, wine & cheese shop)* Restaurant (Pizza Pub)

3. State the significance of a liquor license to your establishment, present or future:

This establishment was opened in 2003 (it's current location was opened in 2015) serving a unique line of rotating craft beers and other selections. A liquor license is significant to maintain this type and level of business.

4. How will a liquor license of the kind requested benefit the City of Bloomington and its residents? This license will enable the adult residents of Bloomington to continue to have a craft beer or other adult beverages along with it's unique food menu.

5. Upon what facts do you base your answers to the previous question?

This is based on the success it has accomplished since first opening in 2003 with it's unique craft beer selections.

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

7. Will most of the establishment's gross revenue come from sources other than the sale of alcohol? Y ☒ N ☐

a. If you answered "YES" to the previous question, from what sources will such revenue be derived? This restaurants' average annual sales are 81% food/non alcohol beverages and 19% alcohol.

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

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

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

AMUSEMENT

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

MISCELLANEOUS

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

IMPACT OF ESTABLISHMENT:

1. State the location of your establishment:

Address: 1503 E Vernon Ave City/State: Bloomington, IL Zip: 61701

2. What hours will the establishment be open?

DAY	TIME OPEN	DAY	TIME CLOSE
Monday:	11AM	Monday:	DINE ROOM 10PM
Tuesday:	11AM	Tuesday:	DINE ROOM 10PM
Wednesday:	11AM	Wednesday:	DINE ROOM 11PM
Thursday:	11AM	Thursday:	DINE ROOM 11PM
Friday:	11AM	Friday:	DINE ROOM 12PM
Saturday:	11AM	Saturday:	DINE ROOM 12PM
Sunday:	11AM	Sunday:	DINE ROOM 10PM

3. What type or types of building(s) adjoin the establishment? 1. Restaurant.
2. Tire / auto repair shop. 3. Audio business. 4. Gas station..
- a. If any adjoining buildings are office or commercial, approximately what hours are they open for business? 1. Lagondola Mon-Sat 10:30am -9pm 2. Tuffy Mon -Fri 7:30am-6pm Sat 7:30am-4pm,
3. Mobile Audio Mon-Fri 9am-6pm Sat 9am-5pm. 4. Freedom oil gas Sun-Sat 5am-10pm.
- b. If adjoining buildings are predominately residential, are they single or multi- family and what other business establishments are in the area? No adjoining residential. Other
businesses in the area are Country Companies insurance, Stephens Auto Glass, Meineke Car Care.
4. Describe streets immediately adjoining the establishment (e.g. approximate width, one or two-way, parking restrictions, etc.): 1. E Vernon (front) 4 lanes plus turning lane approx. 50" wide. .
two way, no parking.
2. Towanda Ave (two doors down) 4 lanes plus turning lane. approx. 50'. No parking.
5. How much additional traffic do you expect the establishment with a liquor license to generate? None, due to this being an established business.
6. Describe on and off street parking facilities to handle traffic anticipated:
This restaurant is in a freestanding building with it's own parking lot. There is not any on street parking in the immediate area.
7. How many establishments with liquor licenses are located within the immediate area of your establishment? Five establishments within a half mile radius.
8. What do you estimate to be the demand for your establishment in the area in which it is or will be located? Based upon almost 5 years of sales at this location we estimate doing \$400,000
in beer/wine/liquor sales in 2020.
9. Upon what facts do you base your answer to the previous question? Most of Flinger's consumption is done by retirees who have a few drinks during the day, young families who
have a drink or two at dinner, and professionals from Country Companies and other businesses
in the area who come in for an early evening drink.

RESPONSIBILITY:

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

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

DATED this 8th day of June, 20 20.

SIGNED:

Timothy A Cummings

Printed Name



Signature

Owner

Title



Address

Washington, IL 

City/State/Zip Code

Printed Name

Signature

Title

Address

City/State/Zip Code



Application for the Sale of Alcoholic Beverages

This application is being submitted as:

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

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

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

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

☐ an Individual ☐ a Partnership ☒ a Corporation

If an Individual:

Name: _____ Age: _____
Address: _____ City/State/Zip: _____

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

If a Partnership:

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

Name: _____ Age: _____
Address: _____ City/State/Zip: _____

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

Name: _____ Age: _____
Address: _____ City/State/Zip: _____

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

If a Corporation/LLC:

Date of Incorporation: 2-24-2020

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

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

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

Name: Timothy A Cummings Title: President
Address: [REDACTED] City/State/Zip: Washington, IL [REDACTED]
Name: _____ Title: _____
Address: _____ City/State/Zip: _____

3. Location and description of the premises or place of business to be operated under this

license: 1503 E VERNON AVE - BLOOMINGTON IL 61701

FREESTANDING Building w/ SEATING FOR 165 & OWNED PARKING LOT.

a. Legal Name: CRAFT PIZZA INC.

b. D/B/A: ~~PIZZA~~ FINGER'S PIZZA PUB

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

Y ☐ N ☒ Is this a location within 100 feet of any church, school, hospital, home of aged, or indigent persons, or for War Veterans, their wives, or children?

Y ☐ N ☒ Does the place of business have access to any other portion of the same building or structure which is used for dwelling or lodging purposes, and which is permitted to be used or kept accessible for use by the public?

Y ☒ N ☐ Is it proposed to sell food in this place of business?

Y ☐ N ☒ Is applicant or any partner, officer, director, or majority stockholder engaged in the business of manufacturing or bottling malt vinous beverages or is the agent or any such person or corporation, or is a jobber of malt or vinous beverages?

Y ☐ N ☒ Has applicant, or any partner, officer, director, or majority stockholder ever been convicted of a felony, or of the violation of any law relating to the prohibition of the sale of intoxicating liquors, or any other crime or misdemeanor, (other than minor traffic violations)?

If yes, please fully explain: _____

Y ☐ N ☒ Has any other license issued to individual applicant, or to any partner, officer, director, or majority stockholder, issued for sale of alcoholic beverages, ever been revoked?

If yes, give further details: _____

Y ☐ N ☒ Has a similar application ever been refused for cause that has been made by any of the foregoing persons?

Y ☐ N ☒ Is the applicant herein, the owner of the premises for which this license is sought?

If no, list the information of the building owner:

Name: Lard Lad Donuts Term of Lease: 05/01/20 to 04/30/2030

Address: 907 Dolphin Ave City/State/Zip: Bloomington, IL 61701

Y ☐ N ☒ Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code 1960 in connection with the proposed sale of alcoholic beverages?



Please take this time to provide any additional information you would like to include with your application: Craft Pizza Inc. will continue to operate Flinger's Pizza Pub using the same principles and management practices as it has in the past assuring complete compliance.

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

Dated this 8th day of June, 2020

A. Individual

_____	_____
Printed Name of Applicant	Signature of Applicant

B. Partnership

Business Name	
_____	_____
Printed Name of Partner	Signature of Partner
_____	_____
Printed Name of Partner	Signature of Partner

C. Corporation/LLC

Craft Pizza Inc.	
Corporate Name	
Timothy Aaron Cummings	_____
Printed Name of President	Signature of President
ATTEST _____	
Timothy Aaron Cummings	_____
Printed Name of Secretary	Signature of Secretary
And the following officers, directors, or majority stockholders:	
Timothy Aaron Cummings (Treasurer)	_____
Timothy Aaron Cummings (VP)	

CONTINUE TO NEXT PAGE FOR NOTARY ACKNOWLEDGEMENT

NOTARY ACKNOWLEDGEMENT

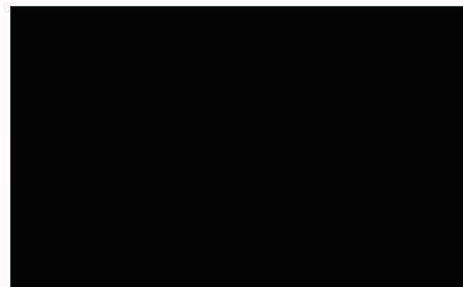
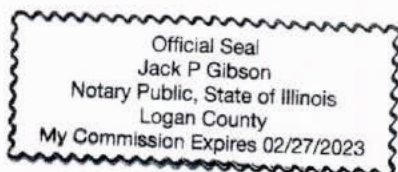
STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

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

This application was acknowledged before me on this 9 day of June, 2020, who deposes and says that he/she has read the foregoing application subscribed by him/her, and that the matters stated herein are true to the best of his/her knowledge and belief.

Jack P. Gibson
Notary Public

My Commission Expires: 02/27/2023



6-9-20



Application for the Sunday Sale of Alcoholic Beverages

This application is being submitted as:

X A New Application _____ Renewal (Change to Original Application)

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

~~Timothy~~ [REDACTED] ~~Gummings~~ Craft Pizza, Inc.

NAME OF APPLICANT

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

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

CONTINUE FOR SIGNATURE PAGE



Dated this 8th day of June, 2020

A. Individual

_____	_____
Printed Name of Applicant	Signature of Applicant

B. Partnership

Business Name	
_____	_____
Printed Name of Partner	Signature of Partner
_____	_____
Printed Name of Partner	Signature of Partner

C. Corporation/LLC

Craft Pizza Inc.	
Corporate Name	
Timothy Aaron Cummings	_____
Printed Name of President	Signature of President
ATTEST	
Timothy Aaron Cummings	_____
Printed Name of Secretary	Signature of Secretary
And the following officers, directors, or majority stockholders:	
Timothy Aaron Cummings (Treasurer)	_____
Timothy Aaron Cummings (VP)	_____

CONTINUE TO NEXT PAGE FOR NOTARY ACKNOWLEDGEMENT

ADDITION AND RENOVATION
FLINGER'S PIZZA PUB

1506 EAST VERNON AVENUE

BLOOMINGTON, ILLINOIS

INDEX TO DRAWINGS

SITE

A1.0 SITE PLAN
(ISSUED FOR FOUNDATION ONLY PERMIT 03.31.93)

ARCHITECTURAL

A2.1 FIRST FLOOR PLAN
A2.2 ENLARGED KITCHEN EQUIPMENT PLAN
A3.1 EXTERIOR BUILDING ELEVATIONS
A4.1 ROOM FINISH SCHEDULE
A5.1 DOOR / HARDWARE SCHEDULE
A6.1 BUILDING SECTION AND DETAILS
A8.1 INTERIOR WALL ELEVATIONS
A10.1 FIRST FLOOR REFLECTED CEILING PLAN

STRUCTURAL

S2.1 FOUNDATION PLAN AND DETAILS
(ISSUED FOR FOUNDATION ONLY PERMIT 03.31.93)

• PLUMBING

P2.1 FIRST FLOOR PLUMBING PLAN
P2.2 PLUMBING DETAILS / ISOMETRIC PLAN

• MECHANICAL

M2.1 FIRST FLOOR HVAC PLAN
M2.2 HVAC DETAILS

• ELECTRICAL

E2.1 FIRST FLOOR ELECTRICAL POWER PLAN
E2.2 FIRST FLOOR ELECTRICAL LIGHTING PLAN

• FIRE PROTECTION

E2.1 FIRST FLOOR FIRE PROTECTION PLAN
E2.2 FIRE PROTECTION DETAILS

NOTES

- MEP PLANS SUBMITTED BY GHR ENGINEERS AND ASSOCIATES, INC. UNDER SEPARATE COVER
- FIRE PROTECTION PLANS SUBMITTED BY FIRE PROTECTION CONTRACTOR UNDER SEPARATE COVER

PROJECT NUMBER
PROJECT ISSUE DATE

FAA5008

F R A N C O I S

A S S O C I A T E S

A R C H I T E C T S

L L C

80% ARCHITECTURAL REVIEW SET
NOT FOR CONSTRUCTION

BUILDING SECTION
SCALE 1/2" = 1'-0"

[illegible][illegible]

FRONT ELEVATION

A diagram of a rectangular box. A vertical dimension line on the right side indicates a height of 30 cm.

PRELIMINARY - NOT FOR CONSTRUCTION

80% ARCHITECTURAL REVIEW SET
NOT FOR CONSTRUCTION

[illegible]

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

The following Commissioners were present for the Public Hearing: (1) Jordan; (2) Powell; (3) Renner.

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

Commissioner Renner asked if anyone had registered to speak for or against the application. Ms. Mohan responded that no one registered to speak live, but one emailed public comment was received by the following individual: (1) Jennifer Weber.

The public comment was provided to the Commissioners and the applicant.

Mr. George Boyle, Asst. Corporation Counsel, asked if a representative was present from the applicant business. Ms. Mohan confirmed no one was present virtually or in-person.

Commissioner Renner asked Mr. Boyle his recommendation on how the Commission should proceed in the absence of a representative. Mr. Boyle stated the Commission did receive a public comment that opposed the application, and since the application was a request, the applicant business should have an opportunity to respond and answer any questions the Commission or staff may have. He advised the item could be denied or continued and in light of any confusion of COVID-19's rules for public meetings. He recommended the hearing was continued until the next Liquor Commission Meeting on August 11, 2020.

Commissioner Renner cautioned the denial of the application from one negative public comment. He stated a representative should be present. Mr. Boyle agreed a representative should be present to make their case and answer any questions.

Commissioner Jordan agreed the hearing should be continued to the next Liquor Commission Meeting in light of any confusion.

Commissioner Powell agreed with Commissioner Jordan. She expressed her concern that a representative was not present to answer questions especially with the negative public comment submitted.

Commissioner Renner closed the Public Hearing at 4:11 p.m.

Commissioner Jordan motioned, seconded by Commissioner Powell, to continue the hearing to the August 11, 2020 Liquor Commission Meeting.

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

AYES: Jordan, Powell, Renner

Motion carried.

The following item was presented:

Item 6. Public Hearing and action on a Change of Ownership Application of d/b/a Flingers Pizza Pub located at 1503 E. Vernon Ave., from Big Cheese, Inc. to Craft Pizza, Inc.,

who is requesting a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) liquor license, as requested by the City Clerk Department.

The following Commissioners were present for the Public Hearing: (1) Jordan; (2) Powell; and (3) Renner.

Commissioner Renner opened the Public Hearing at 4:11 p.m.

Commissioner Renner asked Mr. Boyle to provide an update on the item. Mr. Boyle stated the Legal Department had no concerns with the buyer or the seller.

Commissioner Renner asked if anyone had registered to speak for or against this application. Ms. Mohan confirmed no one had registered.

Commissioner Renner asked both Mr. Pat Fruin, current Owner of Flingers, and Mr. Tim Cummings, potential New Owner of Flingers, if either had additional comments for the Commission. Neither Mr. Fruin or Mr. Cummings had any additional comments.

Commissioner Renner closed the Public Hearing at 4:14 p.m.

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

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

AYES: Jordan, Powell, Renner

Motion carried.

The following item was presented:

Item 7. Public Hearing and action on the Application of Empire Buds, LLC, d/b/a Crafted, to be located at 1101 Airport Road, requesting a Class TAPS (Tavern, All Types of Alcohol, Package and Sunday Sales) liquor license, as requested by the City Clerk Department.

Commissioner Renner opened the Public Hearing at 4:15 p.m.

The following Commissioners were present for the Public Hearing: (1) Jordan; (2) Powell; and (3) Renner.

Commissioner Renner asked if anyone had registered to speak for or against the applicant. Ms. Mohan confirmed none had registered.

Ron Hayward, one of the Owners of Crafted, after being sworn in, addressed the Commission. He explained the establishment would be designed similar to a food court where there would be multiple eateries with a common dining area. He explained a restaurant called Pokeworks, which would offer Hawaiian food, and a coffee shop, which would offer crafted coffees and pastries, were two eateries to be located in the building. He went on to explain Crafted, the bar area to hold the liquor license, would service the indoor and outdoor dining including the volleyball and bocce ball courts. Mr. Hayward expressed a liquor license was pivotal to their success with the volleyball leagues.

Commissioner Jordan asked if all employees would be BASSET trained. Mr. Hayward responded he took early retirement to become the on-site manager of Crafted. He explained



CONSENT AGENDA ITEM NO. 8.0

FOR COUNCIL: August 10, 2020

SPONSOR: City Clerk Department

WARD IMPACTED: Ward 3

SUBJECT: Consideration and action on the Application of Empire Buds, LLC, d/b/a Crafted, to be located 1101 Airport Road, requesting a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

RECOMMENDED MOTION:

The proposed License be approved contingent upon compliance with all building, health and safety codes.

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: This item appeared on the July 14, 2020 Liquor Commission Agenda, where a hearing took place on the original request for a Class TAPS (Tavern, All Types of Alcohol, Package and Sunday Sales) liquor license. During the hearing, the applicant informed the Commission that the business plan included minors being allowed to enter the establishment. There would be two other businesses at the premises owned by the applicant that would sell food and coffee. There would also be a component involving volleyball and bocce ball. The Commission unanimously voted to positively recommend the application to the City Council on the condition staff would work with the applicant to decide the appropriate license classification before it appeared on a Council Meeting Agenda, and contingent upon compliance with all building, health and safety codes (minutes attached). After consultation with the Legal Department, the applicant requested a restaurant liquor license and has filed a statement indicating that more food will be sold than alcohol (see Classification Change Request email).

Crafted is now requesting a Class RAS liquor license, which is a restaurant liquor license that would allow the sale of all types of alcohol by the glass for consumption on premises seven days a week. Under a restaurant license classification, minors will be allowed to be on the premises. Crafted will be located at 1101 Airport Road and will fill one unit in a new multi-unit development, designed similar to a food court. The building is currently under construction. The new development will also include an outdoor patio and lawn area for activities with food and liquor service and consumption. The outdoor patio will consist of two dining areas, one on the ground floor and one labeled as the Mezzanine Level, which is accessible by outdoor stairs.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, on July 7, 2020 a public notice was published in the Pantagraph. Courtesy copies of the Public Notice were mailed to the 11 properties within 500 feet of the business.

FINANCIAL IMPACT: The current annual license fee for a Class RAS 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 2021 Budget Book titled "Budget Overview & General Fund" on page 124. It is also the establishment's responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

COMMUNITY DEVELOPMENT IMPACT: ED-5.1 Expand tourism attractions and destinations. ED1.2 Leverage community assets in attracting business.

Respectfully submitted for Council consideration.

Prepared by: Amanda Mohan, Records and Licensing Specialist

Reviewed by:



Leslie Yocum, City Clerk

8/5/2020



F. Scott Rathbun, Finance Director

8/6/2020

George Boyle

George Boyle, Assistant Corporation Counsel

8/6/2020



Tara Henry, Legislative Assistant

8/6/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- CLK 4B Empire Buds Classification Change Request_7-15-20_Redacted
- CLK 4C Crafted_Original Application_Creation TAPS_Redacted
- CLK 4D DRAFT 07-14-2020 Regular Session LIQ COM Meeting Minutes_Crafted

Amanda Mohan

From: Ron Hayward [REDACTED]
Sent: Wednesday, July 15, 2020 3:04 PM
To: Amanda Mohan
Cc: Jason Dunn; Joseph DiMichele
Subject: Request for modification of liquor license application for 'Crafted'

Liquor Commission,
Bloomington, IL

To Whom it may concern:

As Managing Partner of Empire Buds, with wholly owned and controlled subsidiaries: Redbud Coffee Shop, Pokeworks Fresh Hawaiian Grill, and Crafted Bar, being constructed at 1101 Airport Road, Bloomington, IL. and pursuant to the 7/14/20 Liquor Commission meeting and subsequent conversation with City Attorney George Boyle and City Clerk, Leslie Yocum, I respectfully request modification of the Crafted liquor license application, changing the requested type from 'Tavern' (TAS) to 'Restaurant' (RAS). I further assert that gross sales on the premises of all types of alcoholic liquor will consistently be less than the gross sales of all types of food.

Respectfully submitted,
Ronald Hayward,
Managing Partner,
Empire Buds
c.c Dr. Jason Dunn,
c.c Joseph DiMichelle,
Co-Majority Partners,
Empire Buds

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

Submittal Date: 4/2/20

Renewal Type (A, SA): _____

Staff Initials: Q

Business Contact Sheet

PLEASE FILL IN YOUR BUSINESS INFORMATION CLEARLY AND COMPLETELY.

Legal Name (Individual, Partnership, Corporation/LLC):	Empire Buds, LLC
Doing Business As (D/B/A):	Crafted
Business Address:	1101 Airport Road
City/State:	Bloomington, IL
Zip Code:	61704
Business Phone Number:	[REDACTED]
Business Email Address:	[REDACTED]

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

Billing Email Address: [REDACTED]

License Renewals

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

Primary Contact:

Name: Jason Dunn Phone Number: [REDACTED]

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

Alternate Contact:

Name: Joseph DiMichele Phone Number: [REDACTED]

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

Manager:

Name: Ronald Hayward Phone Number: [REDACTED]

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

Amanda Mohan

From: Jason Dunn [REDACTED]
Sent: Friday, June 12, 2020 2:43 PM
To: Amanda Mohan
Subject: Crafted-TAPS

Hey Amanda,

Thank you very much for your quick response today. We really appreciate it!! I forwarded you my PFS and each owner will separately be sending you theirs as well.

Will you up our license to a TAPS? Thanks.

Please feel free to reach out to me with any questions.

Jason Dunn

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



Liquor License Application Questionnaire

TO THE APPLICANT:

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

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

LEGAL REQUIREMENTS:

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



NATURE OF LICENSE:

1. What class liquor license are you seeking? *(Please read descriptions below)* FAS TAPS

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

2. What type of establishment do you intend to operate with this license? *(e.g. lounge, tavern, restaurant, wine & cheese shop)* Tavern; provide alcoholic beverages to volleyball/boccie ball players over 21.

3. State the significance of a liquor license to your establishment, present or future:
Serving alcoholic beverages to volley ball/boccie ball league patrons is pivotal to our business model- now and in the foreseeable future.

4. How will a liquor license of the kind requested benefit the City of Bloomington and its residents? This facility is located on Airport Road near Empire Street in an upcoming area of town. Our goal is to provide Bloomington residents with healthy recreational activities and to provide jobs to the community.

5. Upon what facts do you base your answers to the previous question?
This is a high growth area and we intend to employ 20-25 staff daily plus four managers at this address.

6. Do you intend to furnish live entertainment in the establishment to be licensed? Y ☒ N ☐
a. If you answered "YES" to the previous question, state the nature of such
Entertainment: volleyball/boccie ball leagues, perhaps outdoor music at some point if allowed (the area is commercial and across from a graveyard)

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

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

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

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

AMUSEMENT

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

MISCELLANEOUS

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

IMPACT OF ESTABLISHMENT:

1. State the location of your establishment:

Address: 1101 Airport Road City/State: Bloomington, IL Zip: 61701

2. What hours will the establishment be open?

DAY	TIME OPEN	DAY	TIME CLOSE
Monday:	4:00 PM	Monday:	1:00 AM
Tuesday:	4:00 PM	Tuesday:	1:00 AM
Wednesday:	4:00 PM	Wednesday:	1:00 AM
Thursday:	4:00 PM	Thursday:	1:00 AM
Friday:	4:00 PM	Friday:	1:00 AM
Saturday:	12:00 PM	Saturday:	1:00 AM
Sunday:	12:00 PM	Sunday:	1:00 AM

3. What type or types of building(s) adjoin the establishment? None
-
- a. If any adjoining buildings are office or commercial, approximately what hours are they open for business? _____
-
- b. If adjoining buildings are predominately residential, are they single or multi- family and what other business establishments are in the area? _____
-
4. Describe streets immediately adjoining the establishment (e.g. approximate width, one or two-way, parking restrictions, etc.): Airport Road - between Ancho & Agave and VisionPoint Eye Center is a commercial area with four-lane road (two lanes in each direction), with no on-street parking. Crafted will have a parking lot for our patrons that can be access from Airport Road or Trinity Lane.
-
5. How much additional traffic do you expect the establishment with a liquor license to generate? 50 cars daily - primarily after business hours for volleyball league play (6:00-10:00 PM).
-
6. Describe on and off street parking facilities to handle traffic anticipated: Crafted will have a parking lot for our patrons that can be access from Airport Road or Trinity Lane.
-
7. How many establishments with liquor licenses are located within the immediate area of your establishment? (2)- Ancho & Agave, and Biaggi's restaurants.
-
8. What do you estimate to be the demand for your establishment in the area in which it is or will be located? Bloomington residents have overwhelmingly supported the other businesses in this area. As COVID-19 restrictions are lifted, there is pent-up demand for outdoor activities in this area. Crafted is well positioned to meet the needs of Bloomington residents.
-
9. Upon what facts do you base your answer to the previous question? Based on the overwhelming response/acceptance to each of the businesses located next to this location (VisionPoint, Biaggi's, Ancho & Agave)
-

RESPONSIBILITY:

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

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

DATED this 11th day of June, 20 20.

SIGNED:

Jason Dunn

Printed Name



Signature

Managing Partner

Title



Address

Bloomington, IL 

City/State/Zip Code

Printed Name

Signature

Title

Address

City/State/Zip Code



Application for the Sale of Alcoholic Beverages

This application is being submitted as:

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

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

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

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

☐ an Individual ☐ a Partnership ☒ a Corporation

If an Individual:

Name: _____ Age: _____

Address: _____ City/State/Zip: _____

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

If a Partnership:

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

Name: _____ Age: _____

Address: _____ City/State/Zip: _____

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

Name: _____ Age: _____

Address: _____ City/State/Zip: _____

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

If a Corporation/LLC:

Date of Incorporation: August 20, 2019

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

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

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

Name: See attached Title: _____

Address: _____ City/State/Zip: _____

Name: _____ Title: _____

Address: _____ City/State/Zip: _____

- ✓ 3. Location and description of the premises or place of business to be operated under this license: 1101 Airport Road, Bloomington, IL 61701

a. Legal Name: Empire Buds, LLC

b. D/B/A: Crafted

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

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



Please take this time to provide any additional information you would like to include with your application: _____

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

Dated this 11 day of June, 2020

A. Individual

_____ Printed Name of Applicant	_____ Signature of Applicant
------------------------------------	---------------------------------

B. Partnership

_____ Business Name	
_____ Printed Name of Partner	_____ Signature of Partner
_____ Printed Name of Partner	_____ Signature of Partner

C. Corporation/LLC

_____ Empire Buds, LLC Corporate Name	
Jason Dunn _____ Printed Name of President	_____ Signature of President
ATTEST	
none _____ Printed Name of Secretary	_____ Signature of Secretary
And the following officers, directors, or majority stockholders:	
see attached _____ _____	

CONTINUE TO NEXT PAGE FOR NOTARY ACKNOWLEDGEMENT



Application for the Sunday Sale of Alcoholic Beverages

This application is being submitted as:

X A New Application _____ Renewal (Change to Original Application)

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

Empire Buds, LLC

NAME OF APPLICANT

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

TAPS

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

CONTINUE FOR SIGNATURE PAGE



Dated this 11th day of June, 2020

A. Individual

_____ Printed Name of Applicant	_____ Signature of Applicant
------------------------------------	---------------------------------

B. Partnership

_____ Business Name	
_____ Printed Name of Partner	_____ Signature of Partner
_____ Printed Name of Partner	_____ Signature of Partner

C. Corporation/LLC

_____ Empire Buds, LLC Corporate Name	
_____ Jason Dunn Printed Name of President	_____ [Redacted] Signature of President
ATTEST	
_____ none Printed Name of Secretary	_____ Signature of Secretary
And the following officers, directors, or majority stockholders:	
_____ see attached	_____
_____	_____

CONTINUE TO NEXT PAGE FOR NOTARY ACKNOWLEDGEMENT



NOTARY ACKNOWLEDGEMENT

STATE OF ILLINOIS)

) SS

COUNTY OF MCLEAN)

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

This application was acknowledged before me on this 11 day of 11th of June, 2020, who deposes and says that he/she has read the foregoing application subscribed ^{TF} by him/her, and that the matters stated herein are true to the best of his/her knowledge and belief.

Tamara M Fahling
Notary Public



My Commission Expires: 2/15/23

Amanda Mohan

From: Jason Dunn [REDACTED]
Sent: Wednesday, June 17, 2020 1:29 PM
To: Amanda Mohan
Subject: Re: Crafted-TAPS

Hi Amanda,

I hope this clears up the lease issue. Empire Buds LLC is our business entity with the previously mentioned six owners. The Red Buds Real Estate LLC is our real estate entity. It is owned by the exact same group of individuals as Empire Buds, with the exact same ownership percentage. Red Buds will not be charging Empire Buds rent.

Please let me know if you need any additional information.

Sincerely,

Jason Dunn

On Wed, Jun 17, 2020 at 12:50 PM Amanda Mohan <amohan@cityblm.org> wrote:

Good afternoon,

I have received all financial statements except those of Matt "Dude" Caslow. Please have him submit as soon as possible so the application does not get postponed to the next Liquor Commission Meeting.

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

Sincerely,

Amanda Mohan

Records and Licensing Specialist

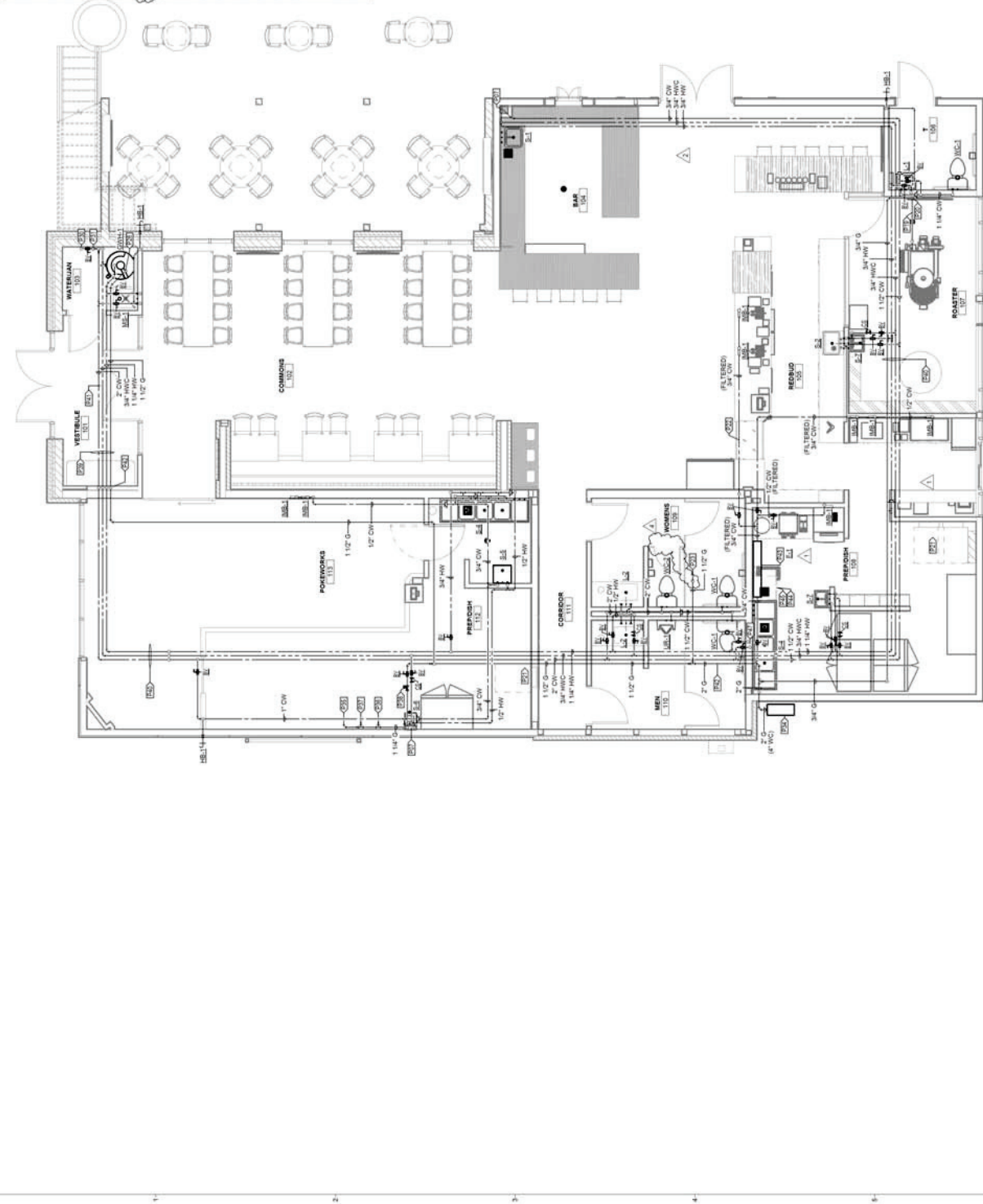
City Clerk Department

City of Bloomington

109 E. Olive Street

Bloomington, IL 61701

(309) 434-2287

[illegible]

1 DOMESTIC WATER & GAS PLAN
1/4" = 1'-0"

Certificate of Completion

**American
Safety Council**

RONALD HAYWARD

Has diligently and with merit completed the
On-Premise BASSET Alcohol Certification on 11/19/2019
from the American Safety Council.


Jeff Palran



Illinois BASSET Training

This card certifies that:

RONALD HAYWARD

has completed the
On-Premise BASSET Alcohol Certification


Jeff Poiran

12/19/2019

Exp. Date:

who is requesting a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) liquor license, as requested by the City Clerk Department.

The following Commissioners were present for the Public Hearing: (1) Jordan; (2) Powell; and (3) Renner.

Commissioner Renner opened the Public Hearing at 4:11 p.m.

Commissioner Renner asked Mr. Boyle to provide an update on the item. Mr. Boyle stated the Legal Department had no concerns with the buyer or the seller.

Commissioner Renner asked if anyone had registered to speak for or against this application. Ms. Mohan confirmed no one registered.

Commissioner Renner asked both Mr. Pat Fruin, current Owner of Flingers, and Mr. Tim Cummings, potential New Owner of Flingers, if either had additional comments for the Commission. Neither Mr. Fruin or Mr. Cummings had any additional comments.

Commissioner Renner closed the Public Hearing at 4:14 p.m.

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

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

AYES: Jordan, Powell, Renner

Motion carried.

The following item was presented:

Item 7. Public Hearing and action on the Application of Empire Buds, LLC, d/b/a Crafted, to be located at 1101 Airport Road, requesting a Class TAPS (Tavern, All Types of Alcohol, Package and Sunday Sales) liquor license, as requested by the City Clerk Department.

Commissioner Renner opened the Public Hearing at 4:15 p.m.

The following Commissioners were present for the Public Hearing: (1) Jordan; (2) Powell; and (3) Renner.

Commissioner Renner asked if anyone had registered to speak for or against the applicant. Ms. Mohan confirmed none had registered.

Ron Hayward, one of the Owners of Crafted, after being sworn in, addressed the Commission. He explained the establishment would be designed similar to a food court where there would be multiple eateries with a common dining area. He explained a restaurant called Pokeworks, which would offer Hawaiian food, and a coffee shop, which would offer crafted coffees and pastries, were two eateries to be located in the building. He went on to explain Crafted, the bar area to hold the liquor license, would service the indoor and outdoor dining including the volleyball and bocce ball courts. Mr. Hayward expressed a liquor license was pivotal to their success with the volleyball leagues.

Commissioner Jordan asked if all employees would be BASSET trained. Mr. Hayward responded he took early retirement to become the on-site manager of Crafted. He explained

he was BASSET certified and the certification would be a requirement of staff for employment. Commissioner Jordan asked how liquor would be controlled with the establishment open to the public. Mr. Hayward responded he had five years of bartender training and the managers from all three businesses would train staff in addition to the BASSET Certification. He also explained the outdoor area would be fenced in and secured.

Commissioner Jordan asked confirmation on how patrons would access the bar. Mr. Hayward explained patrons could access the bar from entering through the establishment and from an outdoor walk-up window. Commissioner Jordan expressed concern with the walk-up window being accessible to the public and asked how it would be controlled. Mr. Hayward stated bartender staff would check IDs at the bar and walk-up window.

Commissioner Powell asked if Crafted intended to have live music. Mr. Hayward explained live music was a possibility and their location would not disturb residents as they would be located in a commercial area.

Ms. Mohan made a point of clarification to Commissioner Jordan's concern of the bar walk-up window. She explained the walk-up window was only accessible to the patrons in the enclosed volleyball, bocce ball and outdoor dining area. Commissioner Jordan thanked her for the clarification.

Mr. Boyle expressed concern about the licensed premises being accessible to persons under the age of 21. Mr. Hayward confirmed with the coffee shop and Pokeworks, persons under the age of 21 would be able to patron those eateries. Mr. Boyle explained a requirement of a tavern liquor license classification was that no person under the age of 21 would be allowed to enter without the accompaniment of their parent or guardian. He mentioned an entertainment and restaurant liquor license classifications as potential alternatives. Mr. Boyle asked if Mr. Hayward sought a liquor license classification that would allow persons under 21 to enter the premises. Mr. Hayward responded affirmatively.

Mr. Boyle asked if the three eateries in the food court were different entities. Mr. Hayward confirmed they were separate, but were owned by the same partnership. Mr. Boyle then asked Mr. Hayward Crafted's projected revenues for liquor verses entertainment and sports recreation. Mr. Hayward responded.

Commissioner Renner stated an entertainment liquor license classification would not qualify under Crafted's projected revenues. Mr. Boyle suggested a restaurant liquor license classification as the best alternative option. He recommended the Commission positively approve the application on condition the Legal Department worked with the applicant to agree on the best liquor license classification within the City ordinances. Mr. Boyle stated with multiple businesses to use a shared space where minors would be allowed, a classification change would be needed in order to be able to serve alcohol.

Commissioner Renner proposed a motion to positively approve the application with the condition that staff could work with the applicant to decide the appropriate license classification before it appeared on a Council Meeting Agenda.

Commissioner Jordan asked for clarification if the license classification to be approved would be a restaurant classification instead of a tavern classification. Commissioner Renner reiterated that staff could work with the applicant to decide the appropriate license classification.

Commissioner Powell motioned, seconded by Commissioner Jordan, to positively approve the application on the condition that staff would work with the applicant to decide the appropriate license classification before it appeared on a Council Meeting Agenda, and contingent upon compliance with all building, health and safety codes.

Mr. Hayward described the hours of operation for each eatery within the food court as Pokeworks to close at 9:00 p.m., the coffee shop will close at 6:00 p.m., and Crafted would open at 4:00 p.m. Commissioner Renner reiterated staff could work with the applicant to decide the appropriate license classification.

Commissioner Powell explained to Mr. Hayward that she believed a classification change would be necessary to allow minors on the premises. She provided the example of Gill Street Sports Bar which was a restaurant during the day but operated more like a tavern with volleyball courts in the evening.

Mr. Boyle stated since the Commission did not have an objection to the ownership of the business, if directed, staff work with the applicant to decide the appropriate license classification.

Commissioner Jordan expressed concern about the classification.

Commissioner Renner asked Mr. Boyle the possibility of a license classification agreement before the next meeting. Mr. Boyle confirmed.

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

Commissioner Powell motioned, seconded by Commissioner Jordan, to positively approve the application on the condition that staff would work with the applicant to decide the appropriate license classification before it appeared on a Council Meeting Agenda, and contingent upon compliance with all building, health and safety codes.

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

AYES: Jordan, Powell, Renner

Motion carried.

The following item was presented:

Item 8. Continued Hearing on Europe, Inc., d/b/a Chasers, located at 110 W. Washington Street, on a Complaint and Citation alleging violations of Chapter 6, Section 27(b) of the Bloomington City Code prohibiting minors in a tavern, as requested by the Legal Department.

Commissioner Renner asked Mr. Boyle to provide an update. Mr. Boyle explained Mr. Lenz was the representative for Mr. Nurcheshi, the Owner of Europe, Inc., d/b/a Chasers. Mr. Boyle explained the complaints were for minors in a tavern from earlier in the year that received a few continuances, some at the request of the licensee and some due to COVID-19. He went on to explain the parties have not reached an agreement yet, but expressed his belief the parties were very close to a settlement. Mr. Boyle recommended the hearing be continued to the August 11, 2020 Liquor Commission Meeting.

Commissioner Renner confirmed with Mr. Lenz if he was in agreement. Mr. Lenz confirmed.



CONSENT AGENDA ITEM NO. 8.P

FOR COUNCIL: August 10, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Lake Bloomington Lease Transfer of Lot 1 in Block 10 in Camp Potawatomi, from John and Elizabeth Binning to the petitioners, Schuyler and Mary Ellen Schupbach, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Lease Transfer be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Public Works is recommending the approval of a Petition for the Lake Bloomington Lease Transfer of Lot 1 in Block 10 of Camp Potawatomi, from John and Elizabeth Binning to the petitioners, Schuyler and Mary Ellen Schupbach. Lot 1 has a residence, a septic system, and a dock.

A licensed inspector, Rob Williamson, inspected the septic system on June 27, 2020, and found the system to be in good repair. However, as noted within the McLean County Health Department's letter, dated July 1, 2020, the first septic tank needs to be pumped. In addition, staff has investigated the property and found no deficiencies or ordinance violations for the subject property.

There is currently one boat dock on the subject lot. The proposed lessee has completed the boat dock permitting process and has complied with all applicable ordinances and with the terms of the lease.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: John and Elizabeth Binning; Schuyler and Mary Ellen Schupbach

FINANCIAL IMPACT: This petition will have a neutral financial impact in that the current lease uses the current formula of \$0.40 per \$100.00 Equalized Assessed Value to determining the Lake Lease Fee. With the current lease rate formula of \$0.40 per \$100.00 Equalized Assessed Value, this lease will generate approximately \$418.16 per year in lease income and

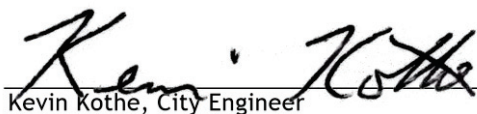
\$128.28 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance-Lease Income account (50100140-57590). The Garbage Collection fee is recorded in Lake Maintenance-Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY 2021 Budget Book titled "Other Funds & Capital Improvement" on page 127.

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

Respectfully submitted for Council consideration.

Prepared by: Joe Darter, Property Manager

Reviewed by:


Kevin Kothe, City Engineer

7/23/2020


Chris Tomerlin, Budget Manager

7/25/2020

George Boyle
George Boyle, Assistant Corporation Counsel

7/27/2020


Tara Henry, Legislative Assistant

8/3/2020

Recommended by:


Tim Gleason, City Manager

Attachments:

- PW 8B Current Lease_Binning to Schupbach Lake Lease Transfer 08102020
- PW 8C Property Manager Memo_Binning to Schupbach Lake Lease Transfer 08102020
- PW 8D Petition_Binning to Schupbach Lake Lease Transfer 08102020_20200721222600
- PW 8E Septic Information_Binning to Schupbach Lake Lease Transfer 08102020
- PW 8F Agreement_Binning to Schupbach Lake Lease Transfer 08102020
- PW 8G Location Map_Binning to Schupbach Lake Lease Transfer 08102020
- PW 8H Unrecorded Plat Map_Binning to Schupbach Lake Lease Transfer 08102020
- PW 8I Structure Map_Binning to Schupbach Lake Lease Transfer 08102020
- PW 8J Photograph_Binning to Schupbach Lake Lease Transfer 08102020

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 16th day of October, 2010
between the City of Bloomington, a municipal corporation,
of McLean County, Illinois, hereinafter called CITY and
John and Elizabeth Binning

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

WITNESSETH

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

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

Lot 1 in Block 10 in Camp Potawatomie 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.

PIN (18) 07 455 001

2. TERM OF LEASE. The term of this Lease shall be for a term commencing (**cross out the one
that does not apply**) (on the date of this Lease) (on January 1 following the date of this Lease)
and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.

3. RENT.

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

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

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

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

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

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

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

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

leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.

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

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

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

16. PRIOR LEASE TERMINATED. If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.
17. NOTICE. Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

City

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

Lessee Name and Mailing Address

John and Elizabeth Binning

Lessee Billing Address

Same as above
John & Elizabeth Binning

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:

Steph Smith
Its Mayor

Attest:

Dacey C. B.
City Clerk

[Redacted Signature]

[Redacted Signature]





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

MEMORANDUM

July 21, 2020

To: Kevin Kothe, PE, Director of Public Works

From: Joseph M. Darter, Property Manager

Subject: Lot 1, Block 10 in Camp Potawatomie Lake Lease Transfer

A Petition and Lake Lease Transfer request has been submitted for Lot 1, Block 10 in Camp Potawatomie, from John and Elizabeth Binning to the petitioners, Schuyler and Mary Ellen Schupbach.

EAV for this property is \$104,539. The Lake Lease uses the current lake lease rate of \$0.40 per \$100.00 of EAV.

This petition will have a neutral financial impact in that the current lease uses the current formula of \$0.40 per \$100.00 Equalized Assessed Value to determining the Lake Lease Fee. With the current lease rate formula of \$0.40 per \$100.00 Equalized Assessed Value, this lease will generate approximately \$418.16 per year in lease income and \$128.28 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance Lease Income account (50100140-57590). The Garbage Collection fee is recorded in Lake Maintenance – Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY2021 Proposed Budget Book titled "Other Funds & Capital Improvements" on page 88.

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

Sincerely,

A handwritten signature in black ink that reads 'Joseph M. Darter'.

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 1 _____ Block 10 _____ of Camp ~~Potawammie~~ Potawatomie **JMD 7/21/2020**

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

From: John Binning and Elizabeth Binning (Sellers Name)

To: Schuyler Schupbach and Mary Ellen Schupbach (Buyers Name)

 
dotloop verified
07/05/20 5:47 PM CDT
PKIS-UXHC-WKRJ-KQY8
 
dotloop verified
07/02/20 4:22 PM CDT
EQIS-CLYK-LJGTG-NAOF

(Signatures of Seller)

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

Now comes Schuyler Schupbach and Mary Ellen Schupbach (Buyer) and re-

spectfully shows that He/She/They became the purchaser of all right, title and interest of John Binning and Elizabeth Binning (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)

John Binning and Elizabeth Binning

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

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

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

Respectfully submitted,

 
dotloop verified
07/02/20 8:24 PM CDT
SH4P-PT7S-16RK-VMA5
dotloop verified
07/02/20 7:16 PM CDT
JH4U-1JUH-DWYD-CYX2

(Signature of Buyer(s))

WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON LOT 1 _____

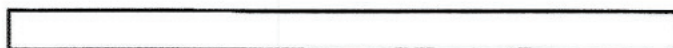
BLOCK 10 _____ CAMP ~~Potawammie~~ Potawatomie _____, OF LAKE BLOOMINGTON.

JMD 7/21/2020

Now comes the City of Bloomington and gives this, its written consent to the assignment on all right, title and interest of (seller) John Binning and Elizabeth Binning in and to the premises known as Lot 1 _____ Block 10 _____ in Camp ~~Potawammie~~ Potawatomie _____, McLean County, Illinois and to the leases thereon executed by the City of Bloomington, Illinois. **JMD 7/21/2020**

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

July 1, 2020

Mr. & Mrs. John Binning


Re: Septic Permit #72-7476
Parcel #07-01-455-001
Lot 154, Lake Bloomington - Potowatomie Subdivision

Dear Mr. & Mrs. Binning:

On June 29, 2020, this department received a septic system evaluation report from Mr. Rob Williamson, a McLean County licensed private sewage system installer, regarding the above-referenced property. The septic system evaluation was performed on June 27, 2020 and the following deficiencies were noted:

- The first septic tank does need to be pumped at this time. This department recommends the septic tanks be pumped every three to five years. If the tanks are not properly pumped to remove accumulated solids, the solids will start to bypass the baffles in the tanks and cause rapid failure of the septic system.
- The system has an iodinator tank that has been converted into a chlorinator.

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.

Mr. & Mrs. John Binning
July 1, 2020
Page 2

5. Future regulations may be implemented by the Illinois Environmental Protection Agency (IEPA) and/or the IDPH for systems constructed prior to February 10, 2014.

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

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

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

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

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

In summary, the septic system was installed in 1972 and is now approximately 48 years old. This office considers the average life expectancy of a septic system to be 20 to 25 years. The property has been vacant and has been used seasonally and may evaluate differently under normal use conditions.

For information on routine operation and maintenance of your septic system, please visit our website at <https://health.mcleancountyil.gov>.

If you have any questions, please contact Ms. Samantha Odenthal of this department at (309) 888-5482.

Respectfully,



Thomas J. Anderson
Director of Environmental Health

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

TJA:AC:du

AC-0601-20-138

EVALUATION REPORT FOR A MCLEAN COUNTY PRIVATE SEWAGE DISPOSAL SYSTEM

For Office Use Only

Log #: _____

Date Received: _____

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

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

1. Current Owner Information:

Name: John & Elizabeth Binning

Address: _____

Phone #: _____

Day

Home

- -

2. Requestor Information:

Name: Schuyler & Mary Ellen Schupbach

Address: _____

Phone #: _____

Day

Home

- -

3. Property Information:

Parcel Number (Tax ID): () 07-01-455-001

Date Evaluation Performed: 06-27-20

Address of property evaluated: _____

Sub. & Lot: _____

Permit available from Health Dept.: Yes ☒ No ☐

Permit #: 72-7476

4. Interview Information:

Person interviewed: Kindi Bliss

Original owner: _____

Yes ☐

No ☒

Age of home (years): 48

Intended for seasonal use: _____

Yes ☒

No ☐

Date last occupied: vacant

Number of occupants: _____

Has tank ever been pumped: Yes ☐ No ☐

If yes, how often: _____

5. Interior Evaluation:

Number of bedrooms: 1

Garbage disposal: Yes ☐ No ☒

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

Water softener discharges to: n/a

Clothes washer discharges to: septic

Dishwasher discharges to: septic

Hot tub discharges to: n/a

Basement plumbing fixtures:

Discharge locations:

a. all

a. septic

b. _____

b. _____

c. _____

c. _____

d. _____

d. _____

Basement floor drains discharge to: septic

Garage floor drains discharge to: n/a

Sump pit/pump discharges to: n/a

Downspouts discharge to: tile

6. Exterior Evaluation Points:

A. SEPTIC TANK(s) -- This Section N/A ☐

All tanks must not be pumped before the inspection, but should be pumped after the inspection, if needed.

Tank One: N/A ☐	Yes	No	Tank Two: N/A ☐	Yes	No
Depth of soil to top of tank: 12 inches			Depth of soil to top of tank: 17 inches		
Tank has access within 12" of ground surface	☒	☐	Tank has access within 12" of ground surface	☒	☐
Size: 1000 gallons Type:			Size: 1000 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: 14 inches
Square feet of sand filter: 578 square feet

	Yes	No
Is water standing in the distribution pipes or in the rock that surrounds the pipe:	☐	☒
Meets current code sizing requirements:	☒	☐
Seepage standing on ground surface over filter:	☐	☒
Lush vegetation on or near sand filter:	☐	☒
Evidence if water has ponded over sand filter:	☐	☒
Sand filter vented as required:	☒	☐
Vent in good repair:	☒	☐
Chlorinator with screw on cap present:	☒	☐
Chlorinator tube with corrosion resistant handle present:	☒	☐
Evidence of chlorination:	☒	☐
Evidence of restricted flow in chlorinator:	☐	☒
Sample port with screw on cap present:	☐	☒

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

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

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

G. AEROBIC UNIT -- This Section N/A ☒

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

	Yes	No
Pump running at time of inspection:	☐	☐
Current maintenance contract in place:	☐	☐
Who is maintenance contract with: _____		
Alarm present:	☐	☐
Alarm location: _____		
Alarm properly working with audio and visual functions:	☐	☐
Unit discharges to: Seepage field ☐ Seepage bed ☐ Sand filter ☐ Other: _____		
If other, what method of chlorination is used: _____		
Chlorinator with screw on cap present:	☐	☐
Chlorinator tube with corrosion resistant handle present:	☐	☐
Evidence of chlorination:	☐	☐

Where does the contact tank discharge to: *(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 first septic tank should be pumped now. The second septic tank does not need to be pumped at this time. Both tanks should be checked regularly and pumped as needed in the future. There is only one room in the house that meets the definition of a bedroom. There are two other rooms that could be used as bedrooms but do not have closets. This system has an iodiner tank with a built in chlorinator. There are no screw caps, but it is accessible at the surface. This septic system appears to be functioning at this time. The house is vacant so the septic system could evaluate differently under normal water usage. The average life of a septic system is about 25 years. This septic system is 48 years old.

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

Rob Williamson

Inspector's Name (print)



Signature

06-29-20

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 Schuyler and Mary Ellen Schupbach

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

WITNESSETH

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

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

Lot 1 in Block 10 in Camp Potawatomic 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

Schuyler and Mary Ellen Schupbach

[Redacted]

Lessee Billing Address

Schuyler and Mary Ellen Schupbach

[Redacted]

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

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

-Lessor-

-Lessee-

CITY OF BLOOMINGTON

By:

Its Mayor

Attest:

City Clerk

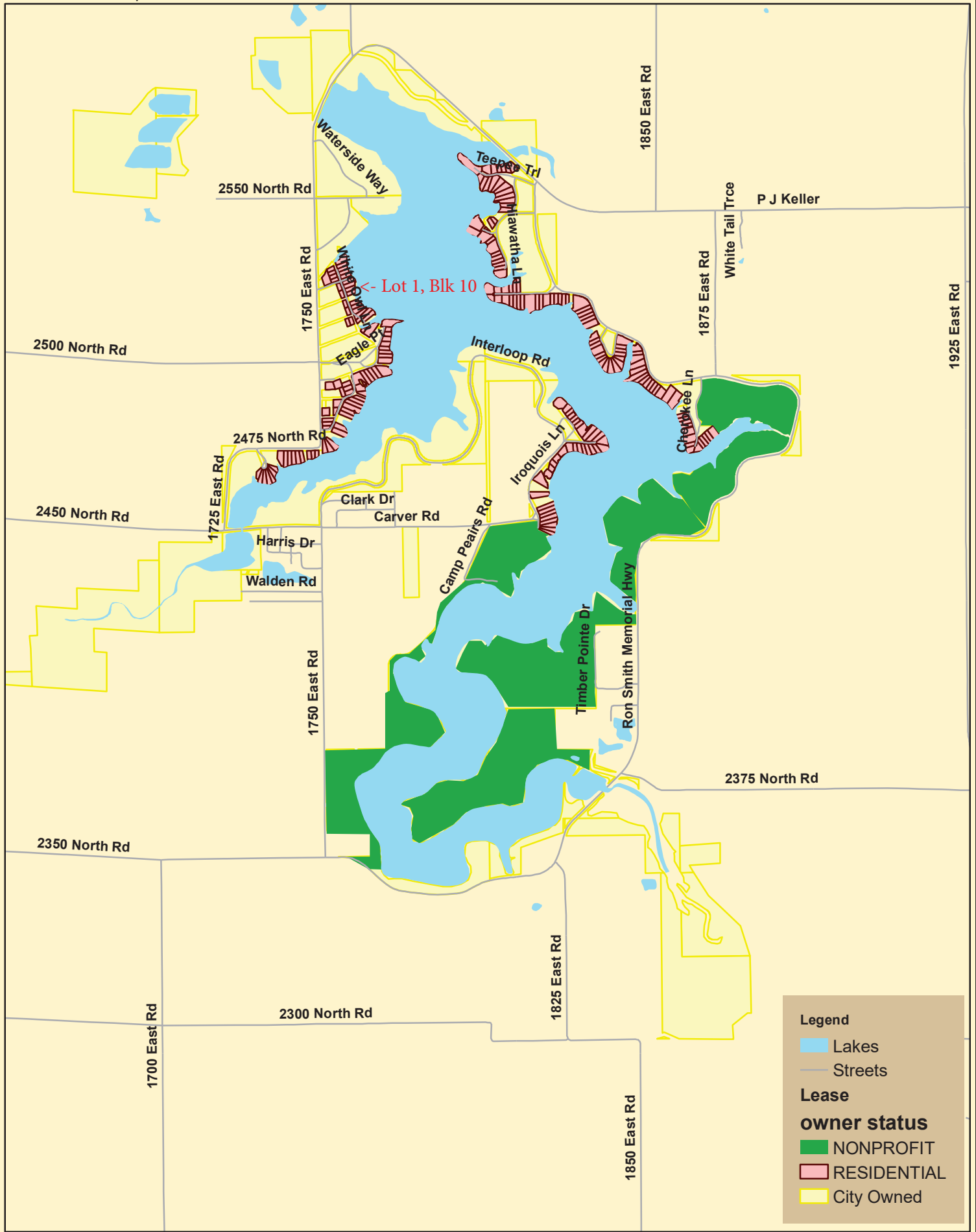
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07/21/20 6:03 PM CDT
SSKZ-GXSV-VD3S-KTDL

[Redacted] dotloop verified
07/21/20 6:04 PM CDT
PXVN-SHYR-0DDK-K1WD

Lake Bloomington Lease Map



0 1,000 2,000 Feet



—C—Z—

SCALE IN FEET

1. Name:
 2. Address:
 3. City:
 4. State:
 5. Zip:
 6. Phone:
 7. E-mail:
 8. Other:
 9. Total:
 10. P159 - MAILING ADDRESS 1/196

P159 • MAILING ADDRESS: URB

[illegible]

LB-12

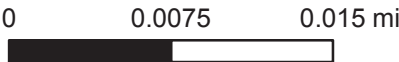
Lot 1, Block 10 Structure Map



McGIS, McLean County Museum of History



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





REGULAR AGENDA



REGULAR AGENDA ITEM NO. 9.A

FOR COUNCIL: August 10, 2020

SPONSOR: Community Development Department

WARD IMPACTED: Ward 2

SUBJECT: Consideration and action on an Ordinance Reinstating a Preliminary Development Plan for a Planned Unit Development Titled "Fox Creek Village Planned Unit Development Amended Preliminary Development Plan, Bloomington, Illinois" and dated June 4, 2020, for 26.25 Acres Located South of Fox Creek Golf Course, as requested by the Community Development Department.

RECOMMENDED MOTION:

The proposed Ordinance to reinstate the preliminary development plan be approved. Alternative Motion: The proposed alternative draft Ordinance to reinstate the preliminary development plan with the condition that sidewalk is added to both sides of the street for the remaining phases of the development be approved.

STRATEGIC PLAN LINK:

-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

-Objective 4d. Improved neighborhood infrastructure

BACKGROUND: The subject property is approximately 26.25 acres southwest of the Fox Creek Golf Course and south of Carrington Lane. The development includes private streets and a mix of single story, single and two-family homes. The housing stock ranges from 900 to 1300 square feet and provides Bloomington residents with alternative, new-construction housing options. Further, the ranch design lends itself to Bloomington's aging population and residents with disabilities. The planned unit development is managed by the Fox Creek Village homeowners' association. A club house provides common recreational space and the residents are responsible for the maintenance of private streets, sidewalks and drainage tiles. The sanitary sewer, watermain, and storm sewers infrastructure is public. The development is also served by a large public detention basin south of the site.

The development is called the Fox Creek Village Planned Unit Development and was originally approved by City Council in 2003. Approximately eighteen acres or 68% of the subdivision is developed, with roughly eight acres undeveloped. In 2013, the Preliminary development plans were amended to include sidewalk on the south side of the street for the remaining phases, and to connect Winding Ct to Misty Lane for better circulation. The 4th addition was platted in 2014. Preliminary development plans are valid for a period of three years and can be extended by the final platting of additional phases or mutual agreement by City Council and the developer. The Fox Creek Village Planned Unit Development Amended Preliminary Development Plan approved in 2013 expired in 2017. The developer/applicant is requesting a reinstatement of the previously approved preliminary planned unit development plan so they can move forward with platting and developing the 5th addition,

which contains 15 new lots. The proposed reinstated plan is consistent with the previously approved development plan.

On July 22, 2020 the Bloomington Planning Commission held a public hearing on the reinstatement of the aforementioned preliminary development plan. No one, outside of the applicant, spoke in favor of the application. Staff received an email from a member of the homeowner's association with concerns about the location of the construction entrance. The applicant addressed these concerns at the public hearing.

The Planning Commission recommended approval of the preliminary development plan with the condition that the applicant add additional sidewalk, so that sidewalk is on both sides of the streets for the remaining phases of the development, rather than on one side of the street as provided in the proposed preliminary plan. The Planning Commission's recommendation, which was approved 4-2, is inconsistent with the staff recommendation of reinstating the plan as presented. Staff did not recommend sidewalk on both sides of the street for the remaining phases of this development.

The minutes from this meeting are attached to this memo. The staff memo and packet information is available for review online <https://www.cityblm.org/Home/Components/Calendar/Event/11489/755>.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Bloomington Planning Commission held a public hearing on the reinstatement of the amended preliminary development plan on Wednesday, July 22, 2020 at 4:00 PM. The hearing was held virtually at www.cityblm.org/live. Notice of the hearing and how to participate was published in *the Pantagraph* on Monday, July 6, 2020. Notice was mailed to 89 property owners within 500 feet of the subject property and a large metal sign was placed on the property. In accordance with meeting protocol, the Planning Commission Chair and City Planner were at City Hall. No one from the public physically attended the meeting. No one, outside of the applicant, spoke in favor of the petition. Staff received an email from the Fox Creek Village homeowners' association expressing concerns about the construction entrance. Staff read the email into the record. The petitioner was able to respond to the email at the public hearing. The Planning Commission recommended, by vote of 4-2, reinstatement of the amended preliminary development plan with the condition that additional sidewalk is added to both sides of the street for the remaining phases of the development. The Planning Commission's recommendation to reinstate the preliminary plan is consistent with the staff recommendation. The Planning Commission's recommended condition of additional sidewalk is not consistent with the staff recommendation.

FINANCIAL IMPACT: Reinstatement of the preliminary development plan will facilitate the creation of 15 new lots and construction of 15 new homes, adding to the city's tax base. The developer is responsible for the construction of all public and private improvements. The city will be responsible for maintenance of the public infrastructure (sanitary sewer, watermains, storm sewer) after these improvements have been approved by the City Engineer and accepted by the city. The Fox Creek Villages homeowners' association will be responsible for the maintenance of all roads, sidewalks, and drainage tiles associated with the development. Since this development was previously approved, the estimated maintenance costs associated with future infrastructure have been included in city capital improvement and infrastructure plans.

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. This property is a Tier 3 Infill Development Priority.

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by:

	
Robert G. Mahrt, Community Development Director	Chris Tomerlin, Budget Manager
8/3/2020	8/4/2020

George Boyle	
George Boyle, Assistant Corporation Counsel	Tara Henry, Legislative Assistant
8/6/2020	8/6/2020

Recommended by:


Tim Gleason, City Manager

Attachments:

- CD 1B Ordinance_Fox Creek City Council 081020
- CD 1C Ordinance Exhibit B
- CD 1D Alternative Ordinance_Fox Creek
- CD 1E Alternative Ordinance_Exhibit B
- CD 1F Draft Minutes PC 07.22.20

ORDINANCE NO. 2020 - _____

AN ORDINANCE REINSTATING A PRELIMINARY DEVELOPMENT PLAN FOR A PLANNED UNIT DEVELOPMENT TITLED “FOX CREEK VILLAGE PLANNED UNIT DEVELOPMENT AMENDED PRELIMINARY DEVELOPMENT PLAN, BLOOMINGTON, ILLINOIS” AND DATED JUNE 4, 2020, FOR 26.25 ACRES LOCATED SOUTH OF FOX CREEK GOLF COURSE

WHEREAS, there was heretofore filed with the Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting reinstatement of preliminary development plan for the land legally described in Exhibit A, attached hereto and made a part hereof by this reference;

WHEREAS, after proper notice, the City of Bloomington Planning Commission held a public hearing and determined said Petition and the preliminary development plan titled “FOX CREEK VILLAGE PLANNED UNIT DEVELOPMENT AMENDED PRELIMINARY DEVELOPMENT PLAN, BLOOMINGTON, ILLINOIS” dated June 4, 2020, represented in Exhibit B attached hereto and made a part hereof by this reference, to be valid and sufficient, and in conformance with the requirements of the Bloomington City Code; and

WHEREAS, the Planning Commission recommended the City Council of the City of Bloomington approve said Petition and reinstate said plan with the condition that sidewalks are added to both sides of the street for the remainder of the subdivision; and

WHEREAS, the City Council has the authority to choose not to require the recommended condition by the Planning Commission; and

WHEREAS, the City Council has the authority to approve this ordinance and reinstate said preliminary development plan as requested in the petition.

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

1. That the “FOX CREEK VILLAGE PLANNED UNIT DEVELOPMENT AMENDED PRELIMINARY DEVELOPMENT PLAN, BLOOMINGTON, ILLINOIS” for 26.25 acres, dated June 4, 2020, depicted in Exhibit B is hereby approved and reinstated.
2. That this Ordinance shall be in full force and effective as the date of its passage and approval.

PASSED this 10th day of August 2020.

APPROVED this _____ day of August 2020.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk

Exhibit A - "Legal Description"

A part of Outlot 46 in the Second Addition to Fox Creek Village Subdivision in the City of Bloomington, McLean County, Illinois, according to the plat recorded as Document No. 2008-26743 in the McLean County Recorder's Office and a part of Lot 2 in Fox Creek Country Club in the City of Bloomington, McLean County, Illinois, according to the plat recorded as Document No. 95-26592 in said Recorder's Office more particularly described as follows: Beginning at the Southwest Corner of Lot 52 in the Third Addition to Fox Creek Village Subdivision in the City of Bloomington, Illinois, according to the plat recorded as Document No. 2013-21601 in said Recorder's Office. From said Point of Beginning, thence north 120.55 feet along the West Line of said Lot 52 to the South Line of Misty Lane in said Third Addition; thence clockwise 144.61 feet along the arc of a curve concave to the northeast with a radius of 40.00 feet and the 77.77 foot chord of said arc forms an angle to the right of $151^{\circ}-32'-25''$ with the last described course to the Southwest Corner of Lot 51 in said Third Addition; thence north 109.78 feet along the West Line of said Lot 51 which forms an angle to the right of $191^{\circ}-53'-48''$ with the last described chord to the South Line of Lot 40 in said Second Addition; thence west 133.78 feet along the South Lines of Lots 40, 39 and 38 in said Second Addition which form an angle to the right of $95^{\circ}-56'-47''$ with the last described course; thence northwest 98.69 feet along the Southwest Line of said Lot 38 which forms an angle to the right of $221^{\circ}-37'-10''$ with the last described course to the Westernmost Corner of said Lot 38, also being on the Southeast Line of Lot 6 in said Fox Creek Country Club; thence southwest 34.63 feet along said Southeast Line which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course to a Point of Curvature; thence clockwise 221.77 feet along the Southerly Line of said Lot 6 being the arc of a curve concave to the north with a radius of 150.00 feet and the 202.12 foot chord of said arc forms an angle to the right of $222^{\circ}-21'-18''$ with the last described course; thence south 305.93 feet along a line which forms an angle to the right of $97^{\circ}-50'-12''$ with the last described chord to the Westerly Extension of the North Line of the Fourth Addition to Fox Creek Country Club in the City of Bloomington, McLean County, Illinois, according to the plat recorded as Document No. 2014-20905 in said Recorder's Office; thence east 454.44 feet along said Westerly Extension and the North Line of said Fourth Addition which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course to the Point of Beginning.

Exhibit B

Fox Creek Village Planned Unit Development Amended Preliminary
Development Plan dated June 4, 2020.

ORDINANCE NO. 2020 - _____

AN ORDINANCE APPROVING A PRELIMINARY DEVELOPMENT PLAN FOR A PLANNED UNIT DEVELOPMENT TITLED “FOX CREEK VILLAGE PLANNED UNIT DEVELOPMENT AMENDED PRELIMINARY DEVELOPMENT PLAN, BLOOMINGTON, ILLINOIS” AND DATED JUNE 4, 2020, FOR 26.25 ACRES LOCATED SOUTH OF FOX CREEK GOLF COURSE IN THE FOX CREEK SUBDIVISION WITH THE CONDITION THAT SIDEWALK IS ADDED ON BOTH SIDES OF THE STREET FOR THE REMAINDER OF THE SUBDIVISION

WHEREAS, there was heretofore filed with the Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting reinstatement of preliminary development plan for the land legally described in Exhibit A, attached hereto and made a part hereof by this reference;

WHEREAS, after proper notice, the City of Bloomington Planning Commission held a public hearing and determined said Petition and the preliminary development plan titled “FOX CREEK VILLAGE PLANNED UNIT DEVELOPMENT AMENDED PRELIMINARY DEVELOPMENT PLAN, BLOOMINGTON, ILLINOIS” dated June 4, 2020, represented in Exhibit B attached hereto and made a part hereof by this reference, to be valid and sufficient, and in conformance with the requirements of the Bloomington City Code with one additional condition; and

WHEREAS, the Planning Commission found the plan to lack sidewalks on both sides of the street and determined that adding said sidewalk would align with the goals of the Comprehensive Plan; and

WHEREAS, the Planning Commission recommended the City Council of the City of Bloomington approve said Petition and approve said plan with the condition that sidewalks are added on both sides of the streets for the remainder of the subdivision; and

WHEREAS, the City Council has the authority to approve this ordinance and to approve said preliminary plan with the required condition recommended by the Planning Commission.

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

1. That the “FOX CREEK VILLAGE PLANNED UNIT DEVELOPMENT AMENDED PRELIMINARY DEVELOPMENT PLAN, BLOOMINGTON, ILLINOIS” for 26.25 acres, dated June 4, 2020, be amended to include sidewalks on both sides of the street for the remainder of the development.
2. That the “FOX CREEK VILLAGE PLANNED UNIT DEVELOPMENT AMENDED PRELIMINARY DEVELOPMENT PLAN, BLOOMINGTON, ILLINOIS, as revised” for 26.25 acres, dated June 4, 2020 is hereby approved as amended in the preceding paragraph.
3. That this Ordinance shall be in full force and effective as of the date of its passage and approval.

PASSED this 10th day of August 2020.

APPROVED this _____ day of August 2020.

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

Exhibit A - "Legal Description"

A part of Outlot 46 in the Second Addition to Fox Creek Village Subdivision in the City of Bloomington, McLean County, Illinois, according to the plat recorded as Document No. 2008-26743 in the McLean County Recorder's Office and a part of Lot 2 in Fox Creek Country Club in the City of Bloomington, McLean County, Illinois, according to the plat recorded as Document No. 95-26592 in said Recorder's Office more particularly described as follows: Beginning at the Southwest Corner of Lot 52 in the Third Addition to Fox Creek Village Subdivision in the City of Bloomington, Illinois, according to the plat recorded as Document No. 2013-21601 in said Recorder's Office. From said Point of Beginning, thence north 120.55 feet along the West Line of said Lot 52 to the South Line of Misty Lane in said Third Addition; thence clockwise 144.61 feet along the arc of a curve concave to the northeast with a radius of 40.00 feet and the 77.77 foot chord of said arc forms an angle to the right of $151^{\circ}-32'-25''$ with the last described course to the Southwest Corner of Lot 51 in said Third Addition; thence north 109.78 feet along the West Line of said Lot 51 which forms an angle to the right of $191^{\circ}-53'-48''$ with the last described chord to the South Line of Lot 40 in said Second Addition; thence west 133.78 feet along the South Lines of Lots 40, 39 and 38 in said Second Addition which form an angle to the right of $95^{\circ}-56'-47''$ with the last described course; thence northwest 98.69 feet along the Southwest Line of said Lot 38 which forms an angle to the right of $221^{\circ}-37'-10''$ with the last described course to the Westernmost Corner of said Lot 38, also being on the Southeast Line of Lot 6 in said Fox Creek Country Club; thence southwest 34.63 feet along said Southeast Line which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course to a Point of Curvature; thence clockwise 221.77 feet along the Southerly Line of said Lot 6 being the arc of a curve concave to the north with a radius of 150.00 feet and the 202.12 foot chord of said arc forms an angle to the right of $222^{\circ}-21'-18''$ with the last described course; thence south 305.93 feet along a line which forms an angle to the right of $97^{\circ}-50'-12''$ with the last described chord to the Westerly Extension of the North Line of the Fourth Addition to Fox Creek Country Club in the City of Bloomington, McLean County, Illinois, according to the plat recorded as Document No. 2014-20905 in said Recorder's Office; thence east 454.44 feet along said Westerly Extension and the North Line of said Fourth Addition which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course to the Point of Beginning.



DRAFT
MINUTES

**PUBLISHED BY THE AUTHORITY OF
THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS
WEDNESDAY, JULY 22, 2020, 4:00 P.M.
WWW.CITYBLM.ORG/LIVE**

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

The Planning Commission convened in Regular Session virtually via zoom conferencing at 4:00 p.m., Wednesday, July 22, 2020. The meeting was live streamed to the public at www.cityblm.org/live. The Meeting was called to order by Chairperson Megan Headean.

Roll Call

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

COVID-19

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

DRAFT
MEETING MINUTES

**PUBLISHED BY THE AUTHORITY OF THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS
WEDNESDAY, JULY 22, 2020
Page | 1**

Regular Agenda

PS-02-20 Public Hearing, review and action on a petition submitted by Tentac Enterprises for the reinstatement of an approved Preliminary Planned Unit Development Plan at Fox Creek Subdivision (approximately 26.25 acres) (Ward 2).

Chairperson Headean opened the public hearing and introduced the case. Ms. Simpson provided staff report and staff's positive recommendation. She described the history of the Fox Creek area and details of surrounding development. She provided pictures, aerial and zoning maps, and explained the proposed layout for the remaining undeveloped land of the subdivision. The development is called Fox Creek Village Planned Unit Development and was approved first by the City Council in 2003. Approximately 18 acres are improved, and roughly 8 acres remain undeveloped. The 2013 Amended Preliminary Planned Unit Development (PUD) was discussed. Preliminary development plans are valid for three years. Once expired, a reinstatement must be requested of the Planning Commission. As there has been no development since 2013 a reinstatement request of this PUD is being considered.

Per staff, some benefits of this PUD are housing design, cost and size. Also the builder proposes building 5.5 units per acre which is far below the zone standard of 13 units per acre. These factors combine to provide quality alternative housing choices for the community. Ms. Simpson provided the staff analysis of the standards for a planned unit development. Per staff, all 5 standards are met. The proposed plan shows no changes from the original analysis and previously approved preliminary development plan for the subject property.

Ms. Simpson informed Commission of an email received from Mary Haskell, Fox Creek Village HOA. The email was read into record. The HOA's concerns are with the construction entrance into the existing neighborhood. The email expressed concerns for safety, noise & wear and tear on the road. The Association inquired whether there would be any consideration for an alternate access entrance.

Chairperson Headean opened meeting to address staff with any questions.

Commissioner Mohr asked if the city had a matrix used to determine Tier 3 growth standards. Ms. Simpson referred to Comprehensive Plan and the Regional Housing Study completed in 2017. She pointed out that the property had already been annexed by the city under an agreement that runs through 2024.

Commissioner Mohr asked if the city had other housing available at this design and price point. Ms. Simpson replied that there are limited new construction options at this price point, size and design.

Commissioner Mohr asked how these homes would improve accessibility for aging and disabled owners. Ms. Simpson explained that improved accessibility was inherent to the ranch style (single story) of the housing not proximity to public transportation or other retail uses.

Commissioner Mohr asked the consequences of non-approval of the PUD. Mr. Boyle suggested that a non-approval could impact the developer but reminded the Commission of the order of process in place and that this discussion was preliminary and an amended version could also be an option.

DRAFT

MEETING MINUTES

PUBLISHED BY THE AUTHORITY OF THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS

WEDNESDAY, JULY 22, 2020

Page | 2

Commissioner Boyd raised a question of sidewalks in the plans. Ms. Simpson confirmed that the current plan included sidewalks on one side of the street. Commissioner Mohr inquired about existing homes in the neighborhood without sidewalks. Ms. Simpson stated that existing homes in the development were not required to have sidewalks by the city when built. Commissioner Boyd asked if the Commission can recommend for sidewalks on both sides of the street? Ms. Simpson stated that the Planning Commission can recommend an amendment be added.

Commissioner Boyd inquired as to the closest Connect Transit stop in relation to the development. Ms. Simpson was not sure if a stop was close by but would check with the developer.

Chairperson Headean asked for Testimony on behalf of the petitioner. The following were sworn in for testimony:

Craig Earl, Engineer, stated that he had nothing to add. He felt Ms. Simpson did an excellent job with her presentation.

Jeff Gastel, Engineer, stated that he would be available to answer questions on behalf of the petitioner.

Dave Fedor, Petitioner, Tentac Enterprises added he is excited to restore growth to a once popular area who's growth had stalled in 2008 and to have the opportunity to provide more product at this price point as current stock is low.

Commissioner Mohr asked the petitioner a series of questions pertaining to the infrastructure of the development and whose responsibility it will be to maintain it this included: streets, water & sewer. Mr. Fedor stated that the developer incurs the expenses to build the required infrastructure but the Homeowner's Association (HOA) is responsible for maintenance of private infrastructure. Further, Mr. Fedor indicated they contribute by paying the individual fees on units not sold and lots not developed. In regards to water, the developer incurs all costs associated with connecting to existing water supply owned by the city and designing and building the necessary infrastructure. Once installed and inspected the city will maintain this public infrastructure.

Commissioner Mohr referred to Standard #5 - how the units would be built in a way to qualify and innovation and creative given the stated plan to build them consistent with existing properties in the neighborhood. Mr. Fedor stated that while it was a challenge to build housing at this price point; improvements in building materials would be utilized wherever financially feasible to enable the unit to be affordable.

Chairperson Headean asked if there was a demand for housing of this style and price point and will the lots be sold on demand or pre-built? Mr. Fedor responded, yes there is a demand for homes at this price point. He added that, the development plan includes building Spec homes and lots which allows for immediate access or making slight custom changes to certain items.

Chairperson Headean reviewed the previously HOA questions that was read into record concerning the construction entrance into the subdivision and the proximity of a Connect Transit stop. Mr. Fedor indicated that there is a dedicated construction entrance which utilizes a vacant lot to reduce impacting current residents. UCM construction will oversee care of the site and roads to and from construction areas. Mr. Fedor stated the

closest Connect Transit stop is located at Fox Creek Rd. and Danbury Ct.

Commissioner Mohr had a question for the Engineer: Are there calculations used by Engineers that determine present value of future liabilities for the purpose of determining proper taxes? Mr. Gastel stated that this is not a calculation that Engineers provide and future costs and or projections are not a requirement by the City for submittal.

No one spoke in opposition of the Petition at the hearing.

Chairperson Headean closed the public hearing at 4:50 p.m.

Commissioner Mohr expressed a concern that the proposed addition would fall outside of the fire response goals set forth in the Comprehensive Plan, and this should be considered under Standard #3. Ms. Simpson expressed there is an existing unused fire station designed to serve this area and would defer to Fire Department leadership as to activation decisions.

Commissioner Mohr made a motion, seconded by Commissioner Boyd that the Commission adopt the finding of fact as presented by staff for facts 2,4 & 5. There was no discussion by the Board.

AYES: Boyd, Krieger, Mohr, McCann, Danenberger, Chairperson Headean

NAYES: None.

Motion carried

Commissioner Mohr made a motion that the Commission do not adopt the finding of facts of 1 & 3 presented by staff. No other Commissioner seconded the motion. There was discussion by the Board.

Commissioner Mohr suggested the standards failed to meet the Tier 3 requirement for accelerated growth, was designed prior to the Comprehensive Plan, and did not meet accessibility requirements for the handicapped and aging population.

Motion failed

Commissioner Boyd made a motion, seconded by Commissioner Krieger that the Commission adopt the finding of facts of 1 & 3 presented by staff. There was a discussion by the Board.

Commissioner Boyd reminded the Commission that this addition is 11% of an existing and previously approved subdivision. Commissioner Mohr stated that the location would put a strain on City resources as it is on the edge of town. Chairperson Headean pointed out that the location is already included in the Comprehensive Plan.

AYES: Boyd, Krieger, McCann, Danenberger, Chairperson Headean

NAYES: Mohr

MOTION carried.

Commissioner Boyd made a motion, seconded by Commissioner McCann, to recommend that the Council approve case PS-02-20 petition submitted by Tentac

Enterprises for the reinstatement of an approved Preliminary Planned Unit Development Plan at Fox Creek Subdivision with a supplemental recommendation to the plan- adding sidewalks on both sides of the street, which resulted in the following: There was a discussion by the Board.

Commissioner Boyd provided that these sidewalks would more closely align with the Comprehensive Plan and give residents walkability and the project with offer affordability and more inventory. Commissioner Mohr questioned the party responsible for maintenance of the sidewalks. Ms. Simpson informed the Commission that the sidewalks are part of the streets and the HOA would be responsible for their maintenance.

AYES: Boyd, McCann, Chairperson Headean

NAYS: Danenberger, Krieger, Mohr

Motion denied due to a tie vote.

Commissioner Boyd made a motion, seconded by Commissioner McCann, to recommend that the Council approve case PS-02-20 petition submitted by Tentac Enterprises for the reinstatement of an approved Preliminary Planned Unit Development Plan at Fox Creek Subdivision with an supplemental recommendation to the plan- adding sidewalks on both sides of the street, which resulted in the following: There was a discussion by the Board.

There was continued sidewalk discussion as it pertains to future development. Chairperson Headean indicated the Commission has been consistent when requesting sidewalk with new development and this request aligns with the goals of the Comprehensive Plan.

AYES: Boyd, McCann, Danenberger, Chairperson Headean

NAYS: Mohr, Krieger

Motion carried.



REGULAR AGENDA ITEM NO. 9.B

FOR COUNCIL: August 10, 2020

SPONSOR: Public Works Department

WARD IMPACTED: Ward 2

SUBJECT: Consideration and action on an Ordinance Approving the Final Plat of the Fifth Addition to Fox Creek Village 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 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

-Objective 5a. Well-planned City with necessary services and infrastructure

BACKGROUND: Public Works is recommending the approval of an Ordinance Approving the Final Plat of Fifth Addition to Fox Creek Village Subdivision, subject to the petitioner providing the required sureties.

The original preliminary development plan for the Fox Creek Village Planned Unit Development, approximately 26 acres, was approved by Council on May 23, 2003. The development plan was amended in 2013. The last approved final plat for this area was passed by Council on November 10, 2014. Approximately eight acres of the subdivision remain undeveloped. Preliminary development plans are only valid for a period of three years. Therefore, the petitioner is also reinstating the preliminary development plan approved in 2013. The Planning Commission reviewed the reinstated preliminary development plan on July 22, 2020. The Planning Commission recommended the reinstatement of the preliminary plan, with the added condition that the developer add sidewalks on both sides of the streets for the new development. City Council is also acting on this reinstatement tonight and may also consider requiring the condition recommended by the Planning Commission. The subject final plat conforms with the amended preliminary development plan presented to the Commission. The subject final plat does not contain sidewalks on both sides of the street. If Council requires the condition recommended by the Planning Commission to be added to the development plan, the final plat will need to be revised to comply with the required condition.

The proposed final plat consists of fifteen lots and is located south of Fox Creek Golf Course and west of Union Pacific railroad. The existing Parcel Identification Numbers (PINs) for the property are 21-19-181-016 and 21-19-181-015. The developer will be responsible for construction of infrastructure associated with the development.

The zoning in this area is R-2, Mixed Residence District. Approval of this final plat will facilitate construction of new single-family homes within the subdivision. 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.

In accordance with the annexation agreement approved by Council on April 25, 1994, there are no tap-on fees required to be paid for this development before final platting. However, a revolving commercial surety bond for performance guarantee has been posted by the developer in the amount of \$150,000.00.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this agenda item was initiated by a private entity working to redevelop an existing site. Staff is recommending action and approval, since delay could negatively impact this investment in our community. This project is expected to have little to no impact on City resources or finances.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Tentac Enterprises. The Planning Commission held a public hearing on Wednesday, July 22, 2020 at 4:00 PM on the reinstatement of the preliminary development plan. Property owners within 500 feet of the site were notified via mail before the hearing. A large metal sign was placed on the property and notice of the hearing was published in *The Pantagraph* in accordance with state and local law. The Planning Commission recommended that the preliminary development plan be reinstated and recommended adding a condition to the reinstatement that the plan be revised to include sidewalks on both sides of the streets for the remaining phases. The recommendation was approved 4-2.

FINANCIAL IMPACT: Tentac Enterprises paid all survey and plat costs.

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. This site is a Tier 3 Infill Development Priority.

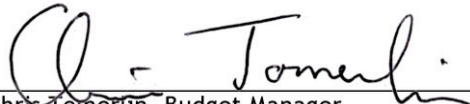
Respectfully submitted for Council consideration.

Prepared by: Tony Meizelis, Civil Engineer I

Reviewed by:


Kevin Kothe, City Engineer

7/27/2020


Chris Tomerlin, Budget Manager

7/28/2020

George Boyle
George Boyle, Assistant Corporation Counsel

7/29/2020


Tara Henry, Legislative Assistant

8/4/2020

Recommended by:


Tim Gleason, City Manager

Attachments:

- PW 2B Ordinance and Legal Description_Fifth Addition to Fox Creek Village Subdivision 07132020
- PW 2C Final Plat_Fifth Addition to Fox Creek Village Subdivision 07132020
- PW 2D Owners Petition_Fifth Addition to Fox Creek Village Subdivision 07132020
- PW 2E County Clerk's Certificate_Fifth Addition to Fox Creek Village Subdivision 07132020
- PW 2F Owner's Certificate_Fifth Addition to Fox Creek Village Subdivision 07132020
- PW 2G School District Certificate_Fifth Addition to Fox Creek Village Subdivision 07132020
- PW 2H Final Plat Checklist_Fifth Addition to Fox Creek Village Subdivision 07132020
- PW 2I Final Plat Map_Fifth Addition to Fox Creek Village Subdivision 07132020
- PW 2J Tap-on Memo_Fifth Addition to Fox Creek Village Subdivision 07132020
- PW 2K Drainage Statement_Fox Creek Village 5th Addition

ORDINANCE NO. 2020 - ____

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE
FIFTH ADDITION TO FOX CREEK VILLAGE SUBDIVISION**

WHEREAS, there was heretofore filed with the Community Development Department of the City of Bloomington, McLean County, Illinois, a Petition for approval of Fifth Addition to Fox Creek Village Subdivision, legally described in Exhibit A, attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition aligns with the reinstated preliminary development plan titled “Fox Creek Village Planned Unit Development Amended Preliminary Development Plan Bloomington IL”; and

WHEREAS, said Petition requests no exemptions or variations from the provisions of the Bloomington City Code, 1960, as amended; 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 dated July 31, 2020, was prepared in compliance with requirements of the Bloomington City Code.

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

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

SECTION 2. That the Final Plat of Fifth Addition to Fox Creek Village Subdivision dated July 31, 2020 is hereby approved.

SECTION 3. This ordinance shall be effective immediately upon 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 10th day of August 2020.

APPROVED this ____ day of August 2020.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk

Exhibit A

Legal Description

A part of Outlot 46 in the Second Addition to Fox Creek Village Subdivision in the City of Bloomington, McLean County, Illinois, according to the plat recorded as Document No. 2008-26743 in the McLean County Recorder's Office and a part of Lot 2 in Fox Creek Country Club in the City of Bloomington, McLean County, Illinois, according to the plat recorded as Document No. 95-26592 in said Recorder's Office more particularly described as follows: Beginning at the Southwest Corner of Lot 52 in the Third Addition to Fox Creek Village Subdivision in the City of Bloomington, Illinois, according to the plat recorded as Document No. 2013-21601 in said Recorder's Office. From said Point of Beginning, thence north 120.55 feet along the West Line of said Lot 52 to the South Line of Misty Lane in said Third Addition; thence clockwise 144.61 feet along the arc of a curve concave to the northeast with a radius of 40.00 feet and the 77.77 foot chord of said arc forms an angle to the right of $151^{\circ}-32'-25''$ with the last described course to the Southwest Corner of Lot 51 in said Third Addition; thence north 109.78 feet along the West Line of said Lot 51 which forms an angle to the right of $191^{\circ}-53'-48''$ with the last described chord to the South Line of Lot 40 in said Second Addition; thence west 133.78 feet along the South Lines of Lots 40, 39 and 38 in said Second Addition which form an angle to the right of $95^{\circ}-56'-47''$ with the last described course; thence northwest 98.69 feet along the Southwest Line of said Lot 38 which forms an angle to the right of $221^{\circ}-37'-10''$ with the last described course to the Westernmost Corner of said Lot 38, also being on the Southeast Line of Lot 6 in said Fox Creek Country Club; thence southwest 34.63 feet along said Southeast Line which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course to a Point of Curvature; thence clockwise 221.77 feet along the Southerly Line of said Lot 6 being the arc of a curve concave to the north with a radius of 150.00 feet and the 202.12 foot chord of said arc forms an angle to the right of $222^{\circ}-21'-18''$ with the last described course; thence south 305.93 feet along a line which forms an angle to the right of $97^{\circ}-50'-12''$ with the last described chord to the Westerly Extension of the North Line of the Fourth Addition to Fox Creek Country Club in the City of Bloomington, McLean County, Illinois, according to the plat recorded as Document No. 2014-20905 in said Recorder's Office; thence east 454.44 feet along said Westerly Extension and the North Line of said Fourth Addition which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course to the Point of Beginning.

State of Illinois)
)ss.
County of McLean)

Now comes Tentac Enterprises, hereinafter referred to as your petitioners, respectfully representing and requesting as follows:

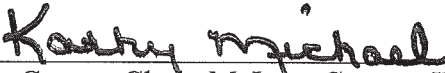
- WHEREFORE, your petitioner respectfully prays that said Final Plat for the Fifth Addition to Fox Creek Village Subdivision submitted herewith be approved with the exemptions or variations as requested herein.

By:

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 8 day of June, 2020, 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.



County Clerk, McLean County, Illinois

PIN 21-19-181-015 & 21-19-181-016

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 the Fifth Addition to Fox Creek Village Subdivision in 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 "Fifth Addition to Fox Creek Village Subdivision" in the City of Bloomington, McLean County, Illinois as laid off in lots and streets by Brent Bazan Registered Illinois Land Surveyor Number 3715; 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
16 day of June, 2020.

(Seal)

*where dedication is required under Section 3.5.

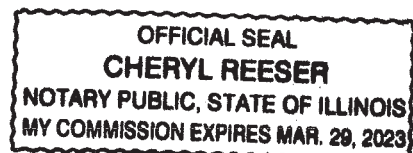
State of Illinois)
)ss.
County of McLean)

I, Cheryl Reeser, a Notary Public in and for the county and State aforesaid, do hereby certify that Charles Farner 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 16th day of June, 2020.

Cheryl Reeser
Notary Public

My commission expires 3/29/23.



SCHOOL DISTRICT CERTIFICATE

This is to certify that I CHARLES FARROW as Owner/Developer of the property herein described in the Surveyor's Certificate, which will be known as the Fifth Addition to Fox Creek Village, to the best of my knowledge, is located within the boundaries of Community Unit School District #5 in McLean County, Illinois.

Dated this 16 day of June, 2020.



Owner/Developer

State of Illinois)
)ss.

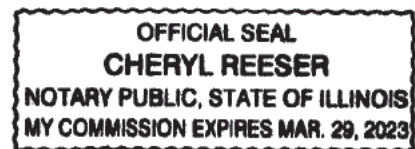
County of McLean)

I, Cheryl Reeser, a Notary Public in and for the county and State aforesaid, do hereby certify that Charles Farrow 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 16th day of June, 2020.

Cheryl Reeser
Notary Public

My commission expires 3/29/23.





Fifth Addition to Fox Creek Village Subdivision Final Plat

Date Prepared: 6/23/2020

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 (street easement)
	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
	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	Plans submitted

Fifth Addition to
Fox Creek Village Subdivision
Final Plat Map



0 220 440
Feet

Date: 6/23/2020



MEMORANDUM

June 23, 2020

To: Katie Simpson, City Planner
From: Anthony J. Meizelis, P.E.
Subject: Fifth Addition to Fox Creek Village 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: Fifth Addition to Fox Creek Village Subdivision. The final plat will be considered for approval by the City Council at the August 10, 2020 meeting.

A. Performance Guarantee:

Per the annexation agreement, the required revolving commercial surety bond for performance guarantee has been posted by the developer in the amount of \$150,000.

B. Tap-On Fees:

There are no tap-on fees required for the subject subdivision.

However, the developer is to pay \$4,000 per lot at the time each R-1B zoned lot is sold and \$2,000 per lot at the time each R-2 zoned lot is sold.

C. Guarantee Substandard Street Improvement:

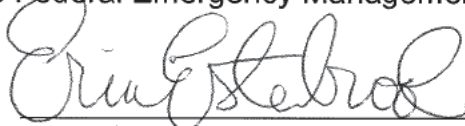
There are no Substandard Street Improvement guarantees required.

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

DRAINAGE STATEMENT

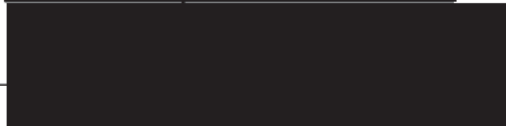
Erin Estabrook, Registered Professional Engineer, and DANIEL F. TRAEGER and Rebecca S. Traeger, being the owner(s) of the premises heretofore platted by Bradley K. Shaffer, Illinois Professional Land Surveyor No. 3488, to be and become Traeger Subdivision to McLean County, Illinois, do hereby certify 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 Subdivider 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 portion of said Subdivision is located within the Special Flood Hazard Area, as identified by the Federal Emergency Management Agency.



Registered Professional Engineer

OWNER(S):





REGULAR AGENDA ITEM NO. 9.C

FOR COUNCIL: August 10, 2020

SPONSOR: Legal Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on an Ordinance Amending the City Code to Create the Department of Economic & Community Development Within the City, as requested by the Legal Department.

RECOMMENDED MOTION:

The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

- Goal 6. Prosperous Downtown Bloomington
- Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

- Objective 6c. Downtown becoming a community and regional destination
- Objective 6b. Downtown Vision and Plan used to guide development, redevelopment and investments
- Objective 1d. City services delivered in the most cost-effective, efficient manner

BACKGROUND: Both economic development and community development provide core services to the City. In 2019, the City created an Economic Development Department, to bulk up the City's internal economic development staff and help encourage development throughout the City. Although it has only been a year, the Economic Development Department has made great progress and there is now an opportunity to merge its newly formulated operations and staff with Community Development. Specifically, with the upcoming retirement of the current director of Community Development, the City Manager sees an opportunity to transform these two departments into a one-stop/seamless development process that will make Bloomington a prime and inviting location for entrepreneurs, developers and residents to do business and live.

This new department will be called the Department of Economic & Community Development and will house the City's operations involving, but not limited to: (1) both commercial and residential economic development; (2) enforcement of building laws; (3) zoning; and (4) business and development assistance. As part of this, the Director of the Department will be charged with putting under one roof a new and innovative collaborative space where developers and City staff can meet and discuss projects to further facilitate the development process by providing the necessary information, tools and guidance to create a seamless development process.

As part of its charge to help people find a way to grow businesses and expand the residential base within the City, there will also be a focus on increasing interaction and engagement from citizens to ensure proper planning and growth.

In addition to the opportunity to create a seamless development process, the combination of the two departments will also create other efficiencies and opportunities for innovation.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

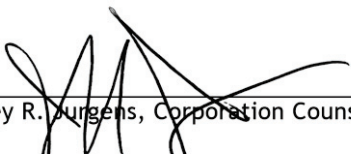
FINANCIAL IMPACT: The merger will eliminate one director level position, that will be replaced by the creation of a deputy director. Overall, the efficiencies created by the merger of the two departments should have a positive impact on the City's budget.

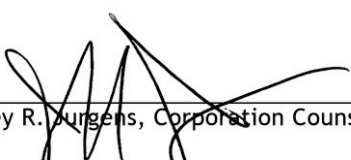
COMMUNITY DEVELOPMENT IMPACT: The merger of the two departments is designed to create a seamless process for developers and those seeking to do business with the City.

Respectfully submitted for Council consideration.

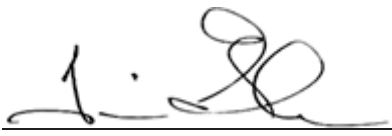
Prepared by: Jeffrey Jurgens, Corporation Counsel

Reviewed by:

	Jeffrey R. Jurgens, Corporation Counsel	8/4/2020		Chris Tomerlin, Budget Manager	8/4/2020
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	Jeffrey R. Jurgens, Corporation Counsel	8/4/2020		Tara Henry, Legislative Assistant	8/5/2020
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Recommended by:


Tim Gleason, City Manager

Attachments:

- LGL 2B Economic Community Development Ordinance

ORDINANCE NO. 2020 -

**AN ORDINANCE AMENDING THE CITY CODE TO CREATE
THE DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT
WITHIN THE CITY**

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

WHEREAS, economic development is critical to the economic well-being of the City through policies and initiatives that serve to increase the municipal tax base, foster business and job creation, assist with the extension and retention of existing businesses, and provide an overall enhancement to the quality of life within the City; and

WHEREAS, community development is a core service provided by the City designed to ensure the City is well planned and maintained; and

WHEREAS, by combining the economic and community development services of the City into a single department, the City can focus on making a seamless experience for both citizens and those seeking to establish businesses within the City; and

WHEREAS, the vision and purpose of combining the economic and community development services of the City is to create a new department that finds a way to help people grow businesses and expand the residential base within the community, all with interaction and engagement from citizens to ensure proper planning and growth.

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

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

SECTION 2. Article III of Chapter 2 of the City Code shall be amended by deleting “Economic Development” and “Community Development” in Section 29 to the list of enumerated City Departments and adding “Economic & Community Development”.

SECTION 3. Article III of Chapter 2, Section 2-345 of the City Code shall be deleted in its entirety and a new Section 2-345 shall be added as set forth on Exhibit A.

SECTION 4. The term “Community Development” shall be replaced with “Economic & Community Development” in the Chapters and Sections outlined in Exhibit B.

SECTION 5. Chapter 11, Article V, Department of Economic Development, of the City Code shall be amended by deleting said Article V in its entirety and repealing same.

SECTION 6. Chapter 10, Article 1, Community Development Department, of the City Code shall be deleted in its entirety and repealed.

SECTION 7. The Planning Commission shall initiate a text amendment to change references in the City's Zoning Code from "Community Development Department" to "Economic & Community Development Department."

SECTION 8. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 9. 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 10. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 11. This ordinance shall be effective immediately after the date of its publication as required by law.

SECTION 12. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 10th day of August 2020.

APPROVED this ____ day of August 2020.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A

§ 2-345 Economic & Community Development Department

- A. Establishment. There is hereby created the Economic & Community Development Department for the City. This Department shall consist of the Director and such other officers and employees as authorized by the City Council.
- B. Director of the Department - Creation. There is hereby created the position of Director of the Economic & Community Development Department who shall be appointed by the City Manager as provided by law. When this position is vacant, the City Manager, or a representative named by the City Manager, shall serve as the Acting Director or the Department until this office is filled by appointment. The Director shall have control over and shall supervise officers and employees assigned to the Department, subject to the control of the City Manager.
- C. Director of the Department - Duties.
 - (1) The Director of the Department shall be responsible for insuring that the functions and duties of the Department are performed by the employees of said Department.
 - (2) The Director shall be responsible for establishing processes to assist with the creation and expansion of business and development within the City.
 - (3) The Director shall have charge over the enforcement of all Codes related to the construction of new buildings and the rehabilitation of existing buildings including, but not limited to the: (a) Building Code; (b) Plumbing Code; (c) Electrical Code; (d) HVAC Code; (e) Housing Code; (f) Property Maintenance Code; and (g) Fire Code.
 - (4) The Director shall issue or cause to be issued all permits required for activities and uses of property regulated by this chapter.
 - (5) The Director shall be the zoning enforcement officer and shall be charged with the responsibility of insuring that the Zoning Ordinance (Bloomington City Code Chapter 44) is enforced.
 - (6) The Director shall have charge over the administration of the Community Development Block Grant program and JM Scott program as approved by the City Council; and shall be responsible for the supervision of the City Planner.
 - (7) The Director shall enforce other ordinances of the City of Bloomington as provided therein.
- D. Departmental Functions.

- (1) Economic Development. The Department shall provide assistance in the generation of new business within the City, including expanding the City's tax base, increasing the level of economic activity within the City and revitalizing the City's downtown areas. The Department shall assist in the retention and expansion of existing businesses within the City.
- (2) Enforcement of Building Laws. The Department shall, by all appropriate means, enforce all laws and ordinances in the City relating to the condition, construction, repair, alteration, addition, maintenance or demolition of buildings or structures, including codes regarding buildings, property maintenance, plumbing, electrical, and mechanical and other related work. Department personnel shall make all appropriate inspections and engage in other related activities in connection therewith.
- (3) Zoning. The Department shall enforce the Zoning Ordinance of the City of Bloomington.
- (4) Prosecution. Personnel of the Department shall sign complaints and appear in court to enforce the laws and ordinances referred to within this Chapter.
- (5) Business & Development Assistance. The Department shall be responsible for facilitating and providing the necessary information, tools and guidance to create a seamless process to encourage the growth of new businesses, business expansion and residential development.

E. Title References.

- (1) Whenever the Bloomington City Code refers to the Department of Community Development or the Building Safety Department, such references will be deemed to refer to the Economic & Community Development Department. Whenever the Bloomington City Code refers to the Director of the Department of Community Development or the Director of the Building Safety Department, such references will be deemed to refer to the Director of the Economic & Community Development Department.
- (2) The Director of the Economic & Community Development Department may also be known as the Building Official, Code Official, Director of Inspections or Supervisor of Inspections. The Director, or Director's designee, shall also act and be known as the Building Inspector, Electrical Inspector, Plumbing Inspector, and Plans Examiner in the absence of appointment of other persons in the Economic & Community Development Department to those positions.

F. Employees of Department - Conflict of Interest

- (1) No member or employee of the Department shall engage in any occupation or

business nor shall any such member or employee be interested in any manner in any business which is subject to the regulations of this chapter.

- (2) All employees of the Department shall be authorized to act in the capacity of the Code Official for purposes of performing the functions of the Department as enumerated in Section D.

EXHIBIT B

10-1221	21-107	37.5-501
10-1305	21-108	37.5-608
10-1306	21-204	37.5-609
10-201	21-204	37.5-610
10-202	21-811	43.5-201
10-203	23-104	43-102D
10-204	24-207	43-103
10-205	24-301	43-104
10-212	24-302	43-106
10-301	24-306	43-107
10-302	27-303	43-108
10-321	29-2802	43-118
10-322	29-2805	43-120
10-323	3-202	45-102
10-401	34-101	45-201
10-701	34-413	45-304
15-203	34-503	45-305
15-302	34-701	45-309
15-310	37.5-1101	45-311
15-312	37.5-1103	45-312
15-315	37.5-301	
15-501	37.5-301	



REGULAR AGENDA ITEM NO. 9.D

FOR COUNCIL: August 10, 2020

SPONSOR: Legal Department

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION:

No modifications recommended at this time.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

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

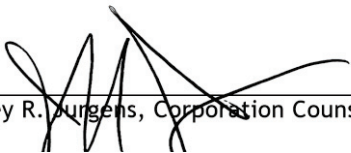
COMMUNITY DEVELOPMENT IMPACT: The continuation of Ordinance 2020-18 allows several key functions of the Community Development Department to continue that do not include

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

Respectfully submitted for Council consideration.

Prepared by: Jeffrey Jurgens, Corporation Counsel

Reviewed by:



Jeffrey R. Jurgens, Corporation Counsel

7/28/2020



Chris Tomertin, Budget Manager

7/28/2020



Tara Henry, Legislative Assistant

8/3/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

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

ORDINANCE NO. 2020 - 18

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 7. Severability. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

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

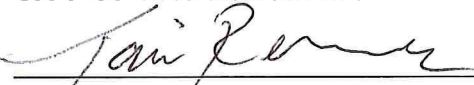
SECTION 9. Home Rule Authority. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

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

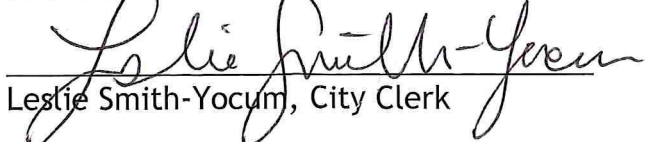
PASSED this 26th day of March 2020.

APPROVED this 27th day of March 2020.

CITY OF BLOOMINGTON


Tara Renner, Mayor

ATTEST


Leslie Smith-Yocum, City Clerk

ORDINANCE NO. 2020 - 21

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

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

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

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

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

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

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

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

PASSED this 13th day of April 2020.

APPROVED this 15th day of April 2020.

CITY OF BLOOMINGTON

Tari R. Pendergast, Mayor

ATTEST

Leslie G. Gamm, City Clerk



ORDINANCE NO. 2020 - 25

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

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

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

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

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

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

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

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

PASSED this 27th day of April 2020.

APPROVED this 28th day of April 2020.

CITY OF BLOOMINGTON

Tari Renner
Tari Renner, Mayor

ATTEST

Leah L. Young
Leah L. Young, City Clerk



ORDINANCE NO. 2020 - 30

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

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

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

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

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

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

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

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

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

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

PASSED this 11th day of May 2020.

APPROVED this 12th day of May 2020.

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Leticia Young, City Clerk



ORDINANCE NO. 2020 - 38

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

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

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

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

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

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

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

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

PASSED this 26th day of May 2020.

APPROVED this 27th day of May 2020.

CITY OF BLOOMINGTON

Tari Renner
Tari Renner, City Clerk

ATTEST

Leslie Simon Recum
Leslie Simon Recum, City Clerk



ORDINANCE NO. 2020 - 45

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

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

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

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

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

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

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

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

PASSED this 24th day of June 2020.

APPROVED this 25th day of June 2020.

CITY OF BLOOMINGTON

Tari Renner _____
or

ATTEST

Les

