



**CITY OF
BLOOMINGTON
COUNCIL MEETING
JULY 12, 2021**



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

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

PUBLIC COMMENT

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

CONSENT AGENDA

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

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

PUBLIC HEARING

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

REGULAR AGENDA

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

MAYOR AND COUNCIL MEMBERS

Mayor - Mboka Mwilambwe

City Council Members

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

City Manager - Tim Gleason

Deputy City Manager - Billy Tyus

CITY LOGO DESIGN RATIONALE

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

MISSION, VISION, AND VALUE STATEMENT

MISSION

To Lead, Serve and Uplift the
City of Bloomington

VISION

A Jewel of the Midwest Cities

VALUES

Service-Centered,
Results-Driven,
Inclusive

STRATEGIC PLAN GOALS

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

AGENDA



REGULAR SESSION CITY COUNCIL MEETING AGENDA
GOVERNMENT CENTER CHAMBERS, 4TH FLOOR, ROOM #400
115 E. WASHINGTON STREET, BLOOMINGTON, IL 61701
MONDAY, JULY 12, 2021, 6:30 P.M.

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

- A. Recognition of a Reappointment to the Connect Transit Board, as requested by the Administration Department. *(Recommended Motion: None; recognition only.)*

6. **Public Comment**

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

7. **Consent Agenda**

Clerk-led Roll Call Vote

- A. Consideration and action to approve the Minutes of the June 14, 2021 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 \$6,303,580.40, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*
 - C. Consideration and action to approve the Purchase of one (1) Caterpillar 440-07 Backhoe from Altorfer Cat of East Peoria, Illinois, using the Sourcewell Contract (# 032119-CAT, exp 5/13/23), in the amount of \$194,445, as requested by the Public Works Department. *(Recommended Motion: The proposed Purchase be approved.)*
 - D. Consideration and action to approve the First Amendment to the Contract between the City of Bloomington and Alexander Chemical Corporation, for Liquid Chlorine (Bid #2021-21), in the amount of \$655 per ton from July 1, 2021, to April 30, 2022, as requested by the Public Works Department. *(Recommended Motion: The proposed Contract Amendment be approved.)*
 - E. Consideration and action to approve an Assignment of Lease Agreement involving the Chateau Conference Center, as requested by the Legal

Department and the Economic & Community Development Department. *(Recommended Motion: The proposed Assignment of Lease Agreement be approved.)*

- F. Consideration and action to grant Workers Compensation Settlement Authority in the amount of \$158,128 to City of Bloomington Police Officer Luke Maurer, claim numbers W002772895 and W002772942, as requested by the Human Resources Department. *(Recommended Motion: The proposed Workers Compensation Settlement be approved.)*
- G. Consideration and action to approve a Motor Fuel Tax (MFT) Resolution for Improvement Under the Illinois Highway Code, and a Local Public Agency General Maintenance Estimate of Maintenance Costs, to allocate State MFT funds for street lighting electrical energy and rental charges through the FY 2022 MFT General Maintenance Program, in the amount of \$500,000, for the period May 1, 2021, through April 30, 2022, as requested by the Public Works Department. *(Recommended Motion: The proposed MFT Resolution and Estimate be approved.)*
- H. Consideration and action on an Ordinance Amending the City Code to Provide for Certain License and Permit Applications to be Processed and Issued by the City Clerk, as requested by the City Clerk Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- I. Consideration and action on the Request from Bloomington Normal Sunrise Rotary, whose annual Brats and Bags fundraiser will be held in Portions of Downtown Bloomington on Saturday, August 6, 2021, for a Class LB (Limited/Beer and Wine) Liquor License, and further requesting an Ordinance Suspending Provisions of the City Code Prohibiting the Sale or Possession of Alcohol in the specified portions of Downtown Bloomington, as requested by the City Clerk Department. *(Recommended Motion: The proposed License and Ordinance be approved.)*
- J. Consideration and action to approve a Lease Rescission for Lots 1 & 2 in Block 9 in Camp Potawatomie and a Lake Bloomington Lot Transfer and Supplemental Agreement for Lots 1 & 2 in Block 9 in Camp Potawatomie, from the Estate of Lyle Spaniol, to the petitioner, Jonathon Astroth, as requested by the Public Works Department. *(Recommended Motion: The proposed Lease Rescission, Lot Transfer, and Supplemental Agreement be approved.)*

8. Regular Agenda

Clerk-led Roll Call Vote

- A. Consideration and action on the 2021-2023 IT Strategic Plan, as requested by the Information Technology Department. *(Recommended Motion: The proposed 2021-2023 IT Strategic Plan be approved.)* *(Presentation by Craig McBeath, Director of Information Technology, 5 minutes; and City Council discussion, 10 minutes.)*

9. City Manager's Discussion

10. Mayor's Discussion

11. Council Member's Discussion

12. Executive Session - Cite Section

Clerk-led Roll Call Vote

13. Adjournment

Voice Vote

RECOGNITIONS



RECOGNITION/APPOINTMENTS ITEM NO. 5.A

FOR COUNCIL: July 12, 2021

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Recognition of a Reappointment to the Connect Transit Board, 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 Reappointment is representative of City Council's approval from the June 28, 2021 meeting.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amy Overton, Executive Assistant

Reviewed by:

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

Tara Henry, Legislative Assistant

7/8/2021

Recommended by:

A handwritten signature in cursive script that reads "Tim Gleason".

Tim Gleason, City Manager

Attachments:

- ADM 1B Recognition of Connect Transit Appointment_062821 Council



Re-Appointment

Judy Buchanan: Connect Transit Board

CONSENT AGENDA



CONSENT AGENDA ITEM NO. 7.A

FOR COUNCIL: July 12, 2021

SPONSOR: City Clerk Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Minutes of the June 14, 2021 Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION:

The proposed Minutes be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

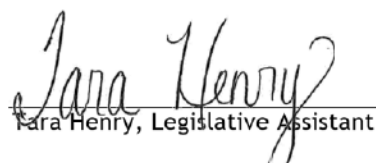
Respectfully submitted for Council consideration.

Prepared by: Amanda Stutsman, Deputy Clerk

Reviewed by:


Leslie Yocum, City Clerk

7/7/2021


Tara Henry, Legislative Assistant

7/7/2021

Recommended by:

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

Tim Gleason, City Manager

Attachments:

- CLK 1B DRAFT Council Meeting Minutes 06-14-2021



MINUTES
REGULAR SESSION CITY COUNCIL MEETING
MONDAY, JUNE 14, 2021, 6:00 P.M.

This meeting was conducted under Governor Pritzker's Executive Order 2020-11 §6, which was reissued and extended by Executive Order 2021-05. The Order, implemented in response to COVID-19, suspended in-person attendance under the Open Meeting Act, 5 ILCS 120.

The City Council convened in regular session virtually via Zoom conferencing with the City Manager, Tim Gleason, and Deputy City Clerk, Amanda Mohan, in-person in City Hall's Council Chambers at 6:00 p.m., Monday, June 14, 2021. The meeting was called to order by Mayor Mboka Mwilambwe.

Roll Call

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

COVID-19 Update by City Manager

City Manager Gleason updated Council on recent City changes made in response to State announcements made by Governor Pritzker. He noted the COVID-19 vaccination site located at Grossinger Motors Arena would remain open through September and informed Council that staff would soon begin booking events at the Arena.

Recognition/Appointments

A. Proclamation recognizing Juneteenth on June 14-19, 2021

Mayor Mwilambwe read the Proclamation for Juneteenth aloud. Arlene Hosea, Chairperson for the Bloomington-Normal Black History Project, accepted the Proclamation and expressed appreciation for the recognition.

B. Proclamation recognizing Pride Month, June 2021

Mayor Mwilambwe read the Proclamation for Pride Month aloud.

Public Comment

Mayor Mwilambwe read a statement of procedure for public comment and then opened the meeting for public comment. Scott Stimeling spoke live. No emailed or call-in public comment was received.

Consent Agenda

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

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

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

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

Motion carried.

Item 8.A. Consideration and action to approve the Minutes of the May 10, 2021 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 \$12,835,524.43, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 8.C. Consideration and action to approve Appointments and Reappointment to various Boards & Commissions, as requested by the Administration Department. (Recommended Motion: The proposed Appointments and Reappointment be approved.)

Item 8.D. Consideration and action to approve the Purchase of (35) Motorola APX 8000 Starcom Multi-band Portable Radios through a joint purchase agreement, and the upgrade the firmware and software of APX 7000 radios, in the amount of \$287,730.87 from Motorola Solutions Inc., as requested by the Fire Department. (Recommended Motion: The proposed Purchase be approved.)

Item 8.E. Consideration and action to approve the Purchase of a FlowCam Particle Analysis System from Yokogawa Fluid Imaging Technologies, Inc., in the amount of \$84,960, and Authorization to trade-in the existing FlowCam (asset #958), as requested by the Public Works Department. (Recommended Motion: The proposed Purchase and Trade-in be approved.)

Item 8.F. Consideration and action to approve the Service Agreement in the amount of \$315,632.49 with Motorola Solutions, as a limited source, for maintenance and repair of console radio equipment used by Police, Fire, and Public Works Departments, as requested by the Police Department and the Fire Department. (Recommended Motion: The proposed Service Agreement be approved.)

Item 8.G. Consideration and action to approve the Annual Regional Service Agreement and Payment to the McLean County Regional Planning Commission (MCRPC) for Regional Planning Services in the amount of \$54,000.00 for the fiscal year July 1, 2021 through June

30, 2022, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Agreement and Payment be approved.)

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

Item 8.I. Consideration and action on an Ordinance Approving the Vacation of an Easement in Southgate Commercial Plaza Subdivision, as requested by the Public Works Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 8.J. Consideration and action on an Ordinance Approving the Final Plat of Route 51 Subdivision, as requested by the Public Works Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 8.K. Consideration and action on an Ordinance Approving the Final Plat of Hershey Grove 5th Addition, as requested by the Public Works Department. (Recommended Motion: The proposed Ordinance be approved, subject to the petitioner providing the required sureties.)

Item 8.L. Consideration and action on an Ordinance Approving a Site Plan and Variances for New Construction of a Car Wash in the B-1 General Commercial District, for Property Located at 1509 E. Vernon Avenue, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 8.M. Consideration and action on an Ordinance Approving a Site Plan and Variances for New Construction of a Commercial Structure in the C-1 Office District, for Property Located at 1107 and 1109 W. Chestnut Street, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 8.N. Consideration and action on the Request from The Momma Inc., d/b/a The Bistro for an Ordinance Suspending Portions of Chapter 6 of the Bloomington City Code that Prohibit Possession of Open Alcohol in Public for the Annual Pride Fest Event to be held in Portions of Downtown Bloomington on Saturday, June 26, 2021, as requested by the City Clerk Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 8.O. was pulled from the Consent Agenda by Amanda Mohan, Deputy City Clerk.

Item 8.P. Consideration and action on an Application from Texas Roadhouse Holdings, LLC, d/b/a Texas Roadhouse, to be located at 1713 E. Empire St., 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.)

Item 8.Q. Consideration and action to approve a Lake Bloomington Lot Transfer and Supplemental Agreement for Lots 5 & 8 in Block 25 in Camp Potawatomie, from Susan Mizell, to the petitioners, Aaron Hallead and Cynthia Hallead, as requested by the Public Works Department. (Recommended Motion: The proposed Lot Transfer and Supplemental Agreement be approved.)

Item 8.R. Consideration and action to approve a Lake Bloomington Lot Transfer and Supplemental Agreement for Lot 16 in Block 2 in Camp Kickapoo, from the Robert and Lisa Russell, to the petitioners, Robert Brent and Johanna Gardner, as requested by the Public Works Department. (Recommended Motion: The proposed Lot Transfer and Supplemental Agreement be approved.)

Items Pulled from the Consent Agenda

The following item was pulled from the Consent Agenda by Council Member Mathy:

Item 8.H. Consideration and action on a Resolution to Authorize Waiving the Formal Bidding Requirements and Approve the Purchase with Acme Sports, Inc. for Sig Sauer Handgun Systems, in the amount of \$81,495, as requested by the Police Department.

Council Member Mathy asked why the firearms had not been sourced locally. Chad Wamsley, Assistant Police Chief (“AC”), responded that the source had been determined by price. Council Member Mathy then asked for additional specifics on the bidding process. Interim Police Chief Greg Scott elaborated on the bidding and selection process noting that local stores had been unable to supply the quantity of firearms needed within the department’s specific timeline. All three men then discussed the national firearm shortage, requirements of upcoming officer re-qualification, reasoning for use of particular guns and ammo, as well as firearm lifecycles and potential sharing of firearms amongst officers.

Council Member Crabill asked for confirmation that the new SIG firearm handle was different than the taser. AC Wamsley stated that the handle and weight were different. Council Member Crabill expressed concern in the disposal of previously owned firearms.

Council Member Boelen made a motion, seconded by Council Member Becker, that the proposed Resolution be approved.

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

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

NAYES: Carrillo, Ward

Motion carried.

The following item was pulled from the Consent Agenda by Deputy City Clerk Mohan:

Item 8.O. Consideration and action on an Application from 8 Bit II, Inc., d/b/a Which Craft? Bottle Shop, to be located at 315 N. Main St., requesting a Class TBPS (Tavern, Beer and Wine Only, Package and Sunday Sales) Liquor License, as requested by the City Clerk Department.

Amanda Mohan, Deputy City Clerk, explained that the item had been pulled at the Applicant's request to withdraw the application and noted that it would not return to Council.

Regular Agenda

The following item was presented:

Item 9.A. Consideration and action on Council Member Ward's Initiative to direct City Staff to seek input from representatives of the local disability community and provide Council with an updated recommendation for an ADA (Americans with Disabilities Act) Accessibility Transition Plan, as requested by the City Council.

City Manager Gleason explained that the next two items were part of Council Member Ward's Initiative. Staff did not have a presentation on either and would act as directed by Council.

Council Member Ward explained that Item 9.A. would direct staff to draft an Americans with Disabilities ("ADA") Accessibility Transition Plan, which had been in draft status since 2015. She stated that the Initiative set a deadline to present the ADA Transition Plan to Council and believed that community input, particularly the disability community, through a public hearing be made public before Council consideration. She expressed preference on a self-study of accessibility and target deadlines for implementation and then explained her motivation and urgency.

Council Member Crabill expressed support in the Initiative and in deadlines for implementation. He commented on an incident in Normal where Normal Police had difficulty communicating with two deaf individuals.

Council Member Crumpler expressed support in the Initiative. He believed that community input was needed and encouraged benchmarks in the plan to encourage progress.

Mayor Mwilambwe asked City Manager Gleason if he had the direction, time, and resources needed for a self-study and moving the ADA Transition Plan forward. Mr. Gleason believed that staff had appropriate direction.

Council Member Becker expressed interest in a breakdown of all monies, grants, and contributions and how it would fit within the current budget.

Council Member Boelen made a motion, seconded by Council Member Ward, that staff be provided direction on and directed to draft an updated recommendation for an ADA (Americans with Disabilities Act) Accessibility Transition Plan.

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

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

Motion carried.

The following item was presented:

Item 9.B. Consideration and action on Council Member Ward's Initiative to direct City staff to research and develop a Rust Fund Resolution, as requested by the City Council.

Council Member Mathy and Emig recused themselves as they both are affiliated with buildings that may receive funds from the Rust Grant Funds.

Council Member Ward explained that the Initiative was to increase City funding from 50% to 75% in an effort to incentivize businesses to participate. She hoped that federal funding would cover the remaining 25% of the costs. She requested that staff prepare a proposal on how the program would work.

Council Member Boelen asked for an explanation on the Rust Grant. City Manager Gleason stated that the Rust Grant was an endowment distributed by the Historic Preservation Commission.

Council Member Crumpler asked whether the Rust Grant targeted building exteriors for accessibility repairs or if funds could also be used for accessibility of interiors. Council Member Ward responded that she believed Rust Grants only targeted exteriors.

City Manager Gleason added to his earlier funding source statement in that the Rust Grant came from Economic & Community Development's budget.

Council Member Boelen confirmed that funds were sourced from tax dollars and not an endowment.

Council Member Becker asked the limits on the grants.

Council Member Montney asked for additional details on costs and the 2015 analysis. She then requested that staff perform additional analysis on the City's ability to fund both cost share portions.

Council Member Boelen expressed support in the item, but requested that answers to Council's questions be provided before formal consideration.

Jeff Jurgens, Corporation Counsel, discussed the motion with Mayor Mwilambwe and Council Member Carrillo.

Council Member Carrillo made a motion, seconded by Council Member Crumpler, that staff be provided direction on and directed to research and develop a Rust Fund Resolution.

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

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

RECUSED: Mathy, Emig

Motion carried.

Council Members Mathy and Emig returned at 6:53p.m.

The following item was presented:

Item 9.C. 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.

No recommended changes were presented.

City Manager Gleason informed Council of an upcoming item to repeal the Executive Orders at the June 28, 2021 Council meeting.

City Manager's Discussion

City Manager Gleason highlighted upcoming events at Miller Park Zoo and in Downtown Bloomington. He then recognized staff for their work on the design and implementation of the new City of Bloomington sign at the corner of Veteran's Parkway and Empire Street (Route 9).

Mayor's Discussion

Mayor Mwilambwe reminded the community of upcoming virtual Juneteenth festivities and expressed excitement for Illinois moving into Phase 5 of the Governor's Restore Illinois plan. He reminded the community to continue to be vigilant against COVID-19 and encouraged getting the COVID-19 vaccine. He complimented the recent First Friday events in Downtown Bloomington and encouraged attendance at the upcoming Miller Park Zoo expansion press conference.

Council Member's Discussion

Council Member Mathy discussed the upcoming Pride Fest hosted by The Bistro in Downtown Bloomington.

Council Member Carrillo echoed comments on Pride Fest and Juneteenth. She then reminded the community of a Council Initiative that she and Council Member Crabill had brought forward regarding Welcoming City. She discussed Council's commitment made during the Initiative process and then discussed the Initiative being withdrawn as it was no longer needed because the Illinois Legislature had passed the Illinois Way Forward Act making every City in the state a Welcoming City. She expressed interest in having the Police Department provide a presentation on how they previously handled interactions with ICE (Immigration and Customs Enforcement) and how they planned to handle interactions going forward.

Council Member Crumpler discussed Juneteenth events and noted an upcoming mailing that he planned to send to his Ward 9 constituents. He mentioned that he was participating in the Adopt a Park program where he had adopted Eagleview Park, and then recognized a neighbor to the park for donating two dog waste stations.

Council Member Boelen encouraged Council and the community to test their toilets for leaks and expressed appreciation for the leak protection program.

Executive Session

Mayor Mwilambwe stated that Council would enter Executive Session per Section 2 of (c)(21) of 5 ILCS 120 for Semi-Annual Review of Minutes. He explained that Council would return to open session for adjournment after Executive Session.

Jeff Jurgens, Corporation Counsel, noted that Council would also report on the semi-annual review of minutes following Executive Session.

Council Member Boelen made a motion, seconded by Council Member Carrillo, to enter into Executive Session per Section 2 of (c)(21) of 5 ILCS 120.

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

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

Motion carried.

Return to Open Session

Council Member Mathy made a motion, seconded by Council Member Crumpler, to return to open session.

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

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

Motion carried.

Semi-Annual Review of Minutes - Section 2 of (c)(21) of 5 ILCS 120

Mayor Mwilambwe stated that, as a result of the Executive Session, a resolution on the closed session minutes would appear before Council at a future meeting. He reported

that Council had determined that the City's closed session minutes should remain confidential, except for portions of the meeting minutes and verbatim recordings of the following closed sessions that dealt with the Metro Zone: October 24, 2016; November 14, 2016; February 13, 2017; and February 20, 2017.

Jeff Jurgens, Corporation Counsel, stated that no motion was required and restated the meeting dates of the closed session minutes to be released.

Adjourn

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

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

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

Motion carried unanimously (Viva Voce).

Meeting adjourned at 7:22 p.m.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Mohan, Deputy City Clerk



CONSENT AGENDA ITEM NO. 7.B

FOR COUNCIL: July 12, 2021

SPONSOR: Finance Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve Bills and Payroll in the amount of \$6,303,580.40, as requested by the Finance Department.

RECOMMENDED MOTION:

The proposed Bills and Payroll be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Total disbursements to be approved \$6,303,580.40 (Payroll total \$2,714,507.59, Accounts Payable total \$2,425,786.46, Bank Transfers total \$1,049,620.74, and Procurement Card Purchases total \$113,665.61).

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

7/7/2021

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

Tara Henry, Legislative Assistant

7/7/2021

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim 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
7/2/2021	\$ 2,143,091.91	\$ 571,415.68	\$ 2,714,507.59

Off Cycle Adjustments

PAYROLL TOTAL	\$ 2,714,507.59
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ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
7/12/2021	AP General	\$ 1,940,612.38
	AP JMScott	
7/12/2021	AP Comm Devel	\$ 1,133.15
7/12/2021	AP IHDA	\$ 17,092.50
7/12/2021	AP Library	\$ 57,120.34
7/12/2021	AP MFT	\$ 7,017.66
6/30/2021-7/1/2021	Out of Cycle	\$ 402,810.43
5/10/2021-7/1/2021	AP Bank Transfers	\$ 1,049,620.74
	AP TOTAL	\$ 3,475,407.20

PCARDS

Date Range

5/1/2021-5/31/2021	\$ 113,665.61
PCARD TOTAL	\$ 113,665.61

GRAND TOTAL	\$ 6,303,580.40
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Respectfully,

F. Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 7.C

FOR COUNCIL: July 12, 2021

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Purchase of one (1) Caterpillar 440-07 Backhoe from Altorfer Cat of East Peoria, Illinois, using the Sourcewell Contract (# 032119-CAT, exp 5/13/23), in the amount of \$194,445, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Purchase be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Public Works is recommending the approval of the purchase of one Caterpillar 440-07 Backhoe from Altorfer Cat of East Peoria, Illinois, using the Sourcewell Contract (032119-CAT, exp. 5/13/23), in the amount of \$194,445.

The Sanitary Sewer Division currently has a 2015 Caterpillar 430FIT that is six years old and will have over 5,000 hours when the new unit arrives. The maintenance cost to date is \$29,139.47. Recent issues with this unit have included hydraulic hoses and fittings, stick extension was loose, hammer repair, outrigger pads, and batteries. Staff is recommending a Caterpillar 440-07 due to the increased lifting capacity through the Arc point range. Some of the manhole barrel sections this unit is used to replace are at the weight limit of the Caterpillar 430FIT. In addition, the Caterpillar 440-07 can use all of the same attachments as the Caterpillar 430FIT.



Seeking to maintain consistency, focus on efficiency, and leverage the operational experience of staff, Public Works is recommending the purchase of the Caterpillar brand backhoe. The City owns Caterpillar brand equipment in several departments, staff is familiar with their operation, existing City owned attachments are interchangeable with the proposed model, and Fleet stocks replacement and repair parts.

Staff requests the replaced unit be renumbered and moved to Parks Maintenance and a 2004 John Deere 410G be declared surplus and sold on public auction at publicsurplus.com, where it is expected to bring approximately \$12,500.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

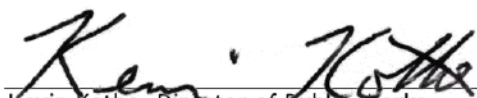
FINANCIAL IMPACT: Public Works Department has budgeted \$194,415 for the purchase of the unit for the Sanitary Sewer Fund. The new unit will cost \$194,445. It will be paid using the Capital Lease-Capital Outlay Equipment Other Than Office account (40110145-72140). Stakeholders can locate this in the FY 2022 Budget Book titled "Other Funds & Capital Improvement" on pages 89 and 93.

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

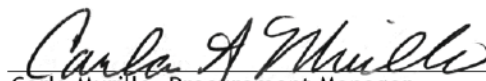
Respectfully submitted for Council consideration.

Prepared by: Rob Krones, Superintendent of Fleet Management

Reviewed by:


Kevin Kothe, Director of Public Works

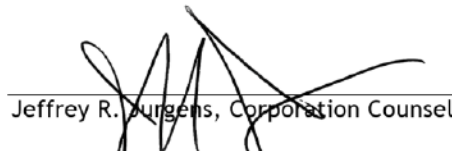
6/29/2021


Carla Murillo, Procurement Manager

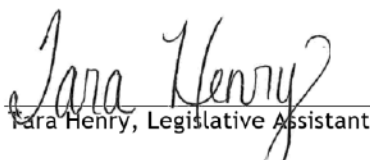
6/30/2021


Chris Tomerlin, Budget Manager

6/30/2021


Jeffrey R. Jurgens, Corporation Counsel

7/7/2021


Tara Henry, Legislative Assistant

7/7/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- PW 3B Proposal_S57 Backhoe Replacement 07122021

June 28th, 2021

City of Bloomington – Public Works
109 East Olive
Bloomington, IL 61701

Attention: City of Bloomington – Public Works

We are pleased to provide the following proposal for your review:



One (1) New CAT[®] 440-07 Backhoe Loader

Includes the following standard equipment and options:

Sound Suppressed, ROPS/FOPS Cab
Air Conditioner & Heater/ Defroster
CAT Comfort Air Suspension, Heated Fabric Seat
Front & Rear Window Wipers/ Washers
Four Head Lights, Four Rear Flood Lights
Hazard Flashers, Turn Signals, Stop & Taillights
Front Tires: Michelin 340/80R18, Directional
Rear Tires: Michelin 500/70-24 Directional
1,102 lbs. Counterweight
Integrated Tool Carrier (IT) Interface
Return-To-Dig and Self-Leveling Controls
Ride Control System
JRB Front Coupler
CAT H80S Hammer w/ Cone tip
JA Auto Lube System
Grote 360 LED Strobe Light w/ Brush Guard

CAT C4.4 Tier 4f Engine
4WD Auto Shift Transmission
120V Engine Heater
Two Maintenance Free 880 CCA Batteries
Flip-Over Stabilizer Pads
Six-Function Backhoe Hydraulics
Extendible-Stick (E-Stick)
Combined Function Auxiliary Hydraulics
AM/FM Bluetooth Radio
CAT Product Link Ready
CAT Hydraulic Pin-Grabber Quick Coupler
Rear Defrost Fan
JRB 1.25 MP Bucket
CAT Hammer Rest Cup
Service Manual & 2 OMM's
Werk-Brau 36" DC Bucket w/ BOCE
CAT 36" Tooth Bucket

Equipment Protection Plan (EPP)

60-Month / 5,000 SMH Premier EPP with

60-Month / 5,000 SMH Level 4 Premium CSA with 500 SMH Intervals & no mileage for duration of CSA.

City of Bloomington – Public Works Price: \$ 194,445

Availability

Approximately 25 weeks from factory, plus assembly of non-factory items at the dealership before delivery.

Details of the Awarded Contract # 032119-CAT can be found following this quote.



City of Bloomington
109 E Olive St
Bloomington, IL 61701-5219

ID# 25014

Great news—your organization is already a Sourcewell member! Using the ID number provided on this page, you can immediately utilize Sourcewell awarded contracts by providing this number to the vendor you wish to purchase from.

Sourcewell

Awarded Contract

Caterpillar, Inc.

New & Used Construction & Paving Equipment, Parts, Service, & Rental

#032119-CAT

Maturity Date: 05/13/2023

Altorfer CAT and Sourcewell Pricing Breakdown:

	440-07
List Price	\$196,043.00
Less Sourcewell Discount 22 %	(43,130.00)
Subtotal	\$152,913.00
Additional Net Charges	68,397.00
Additional Altorfer Discount	(26,865.00)
Net Purchase Price	194,445.00

*Net Charges Include the Following:

- 60-Month / 5,000 SMH Premier Extended Protection Plan
- 60-Month / 5,000 SMH Level 4 Premium CSA
- No mileage for duration of CSA
- Set-up / Assembly (Machine & Worktools) / Freight
- 36" Werk-Brau DC Bucket
- CAT H80S Hammer w/ Cone Tip and Hammer Rest Cup
- JRB Front Coupler and 1.25 yd³ MP Bucket
- JA Autolube System
- Service Manual and (2) Six OMM's
- Grote 360 LED Strobe Light w/ Brush Guard
- Rear Defrost Fan

We appreciate the opportunity to submit this proposal, and trust that it will merit your favorable consideration.

Sincerely,



Brian Goudie

Machine Sales Representative - Altorfer CAT
309-824-8701 | brian.goudie@altorfer.com

Approved by Tim Gleason, City Manager

Date



CONSENT AGENDA ITEM NO. 7.D

FOR COUNCIL: July 12, 2021

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the First Amendment to the Contract between the City of Bloomington and Alexander Chemical Corporation, for Liquid Chlorine (Bid #2021-21), in the amount of \$655 per ton from July 1, 2021, to April 30, 2022, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Contract Amendment 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 the First Amendment to the Contract between the City of Bloomington and Alexander Chemical Corporation, for Liquid Chlorine (Bid #2021-21), in the amount of \$655 per ton from July 1, 2021, to April 30, 2022.

On April 12, 2021, City Council approved a three-year contract with Alexander Chemical for the purchase of liquid chlorine that included a first-year price of \$442.80 per ton. However, on June 29, 2021, Alexander Chemical notified the City of Bloomington of the current chlorine supply shortage and large price increases from manufacturers. While they have said they are in a good position to continue to supply the chemical, they are unable to provide liquid chlorine at the contracted price, as it would be a significant loss for them. Therefore, they are requesting that the City amend the contract to their break even cost of \$655 per ton through April 30, 2022. As opposed to pursuing a default and risking not being able to get the chlorine necessary for the City's drinking water supply, and since the break-even cost is being offered and due to the unique circumstance, staff is recommending absorbing the increase which is estimated to be under \$9,000.

Chlorine prices are impacted by multiple factors. The below factors contributed to this year's increase in supply cost.

- Major damage caused by hurricanes along the Gulf in 2020, where 75 percent of chlorine production is located.
- Permanent closure of some chlorine production plants.
- Reduction in production due to the lagging caustic soda demand (caustic soda is a byproduct of chlorine production).
- Short supply of chlorine, which has driven up prices to the distributors who are struggling to meet demand.

In addition, the American Water Works Association is aware of this situation and has recently released an update on the chlorine supply issue. Further, the Environmental Protection Agency (EPA) has recently advised that public water systems and publicly owned treatment works may experience a shortage or other serious supply chain issues for water treatment chemicals and other critical supplies. The EPA further advises that, if this occurs, systems should first work with their current suppliers or identify other potential suppliers in their area. Further steps may need to include consulting with the Illinois EPA and seeking relief under the Safe Drinking Water Act or Defense Production Act if unable to secure the necessary supply. See attached for additional information.

The City of Bloomington and Alexander Chemical will re-evaluate the pricing no later than 45 days prior to April 30, 2022, to reduce the per ton price back to the contracted price of \$442.80 per ton delivered for year one and/or \$456.40 per ton delivered for year two of the Contract. If the contractor is unable to provide the service at the originally contracted price, the contract can be terminated, and the purchase can be bid again. In addition, if market prices for liquid chlorine lower prior to the end of the first year of the Contract, April 30, 2022, Alexander Chemical will lower the price per ton delivered accordingly.

Liquid Chlorine is a compound added to provide the necessary and mandated concentration of disinfectant within the water distribution network. The City is required to maintain a concentration of 0.5 mg/l to achieve this public health goal. Ammonia is added to water already containing chlorine to form a class of compounds known as chloramine. Chloramine acts as a disinfectant, just like chlorine, but is more stable in the water delivered to customers for a longer period of time than chlorine alone.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If the contract amendment is approved, approximately \$58,000 in total will be allocated to cover the remainder of FY 2022 (July 1, 2021, through April 30, 2022). This will be paid out of the Water Purification-Water Chemical account. Stakeholders can locate this in the FY 2022 Budget Book titled "Other Funds & Capital Improvement" on page 123.

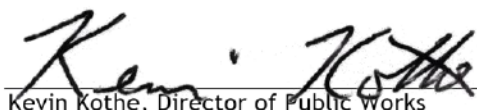
The current purchase order (PO #20220036) will be increased from \$44,000 to \$58,000 to account for the contract amendment change and to provide a buffer in case additional chlorine is needed. Public Works Staff in the Water Purification Division will budget accordingly for each Fiscal Year.

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

Respectfully submitted for Council consideration.

Prepared by: Kevin Whitehouse, Superintendent of Water Purification

Reviewed by:


Kevin Kothe, Director of Public Works

7/2/2021


Carla Murillo, Procurement Manager

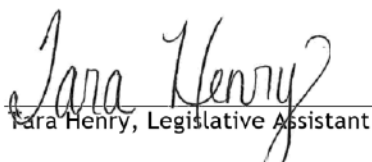
7/6/2021


Chris Tomerlin, Budget Manager

7/6/2021


Jeffrey R. Jurgens, Corporation Counsel

7/7/2021


Tara Henry, Legislative Assistant

7/7/2021

Recommended by:


Tim Gleason, City Manager

Attachments:

- PW 4B Contract Amendment_FY22-FY24 Liquid Chlorine Contract Amendment 07122022_Redacted
- PW 4C Original Contract_FY22-FY24 Liquid Chlorine Contract Amendment 07122022
- PW 4D Industry Information_Liquid Chlorine Contract Amendment 07122022

**FIRST AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND
ALEXANDER CHEMICAL CORPORATION FOR LIQUID CHLORINE**

This First Amendment, made and entered into this 1st day of July, 2021, by and between THE CITY OF BLOOMINGTON, ILLINOIS, (hereinafter "CITY"), and ALEXANDER CHEMICAL CORPORATION, (hereinafter "ALEXANDER"), WITNESSETH that:

WHEREAS, on April 12, 2021, a three-year long Contract for Liquid Chlorine ("Contract") was made between the CITY and ALEXANDER for delivery of liquid chlorine to the Bloomington Water Treatment Plant on an as needed basis;

WHEREAS, ALEXANDER notified the CITY on June 29, 2021 that due to a national shortage on chlorine, ALEXANDER could not afford to supply the CITY with chlorine at the contracted price for year one of the Contract of \$442.80 per ton delivered, but would rather have to raise the price to \$655.00 per ton delivered beginning July 1, 2021 for a difference from the contracted price of \$212.20 per ton delivered;

WHEREAS, the parties desire to amend the Contract, as set forth herein, to alter the price per ton from the "Procurement Documents" of the Contract to \$655.00 per ton delivered until April 30, 2022;

WHEREAS, if market prices for liquid chlorine lower prior to the end of the first year of the Contract, April 30, 2022; City expects to see the price per ton delivered lowered accordingly; and

WHEREAS, the parties desire to re-evaluate the pricing no later than forty-five (45) days prior to April 30, 2022 to reduce the per ton price back to the contracted price of \$442.80 per ton delivered for the rest of year one and/or \$456.40 per ton delivered beginning day one of the second year of the Contract, May 1, 2022;

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

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

2.(a). Amendment to Contract. The "Procurement Documents" of the Contract shall be amended as follows:

ALTERNATE BID FOR 3-YEAR TERM May 1, 2021 - April 30, 2024

**Year 1: TOTAL COST DELIVERED/TON \$655.00 beginning July 1, 2021
FOR 12,000 LB. SHIPMENT**

2.(b). Amendment to Contract. Section 5 - Default and Termination of the Contract shall be amended as follows:

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. **Further, the CONTRACTOR shall cause this Contract to be terminated, without notice or opportunity to cure, if the CONTRACTOR is unable to provide the services contracted for at the original contract pricing no later than forty-five (45) days prior to April 30, 2022, the end of the first year of this Contract. If the CONTRACTOR cannot confirm that pricing will return to \$442.80 per ton delivered for the rest of year one of the Contract and/or \$456.40 per ton delivered by the very beginning of year two of the Contract on or before March 17, 2022, this Contract becomes null and void as of April 30, 2022.**

3. In all other respects the Contract for Liquid Chlorine shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Contract for Liquid Chlorine in duplicate this day and year first above written.

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

ALEXANDER CHEMICAL CORPORATION

By: _____
Its Representative

ATTEST:

By: _____
Its Secretary

CITY OF BLOOMINGTON
CONTRACT WITH
Alexander Chemical Corporation
FOR
Liquid Chlorine

THIS AGREEMENT, dated this 12th day of April, 2021, is between the City of Bloomington (hereinafter "CITY") and Alexander Chemical Corporation (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

Section 2. Incorporation of Bid/RFP/RFQ & Proposal Terms. This work was subject to the following procurement initiative by the CITY:
Bid #2021-21 Water Chemicals (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: Deliver liquid chlorine
to the Bloomington Water Treatment Plant on an as needed basis. This agreement is from
May 1, 2021 through April 30, 2024 with pricing for each year specified in the
procurement document.

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.

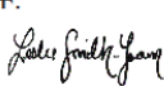
Section 13. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

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



Alexander Chemical Corporation

By: 
its President

By: _____
Its _____

Bob Yehl

From: AWWA Public Affairs <publicaffairs@awwa.org>
Sent: Friday, July 2, 2021 12:53 PM
To: Bob Yehl
Subject: AWWA Utility Advisory - Chemical supply chain disruptions



AWWA
ADVISORY

A BENEFIT OF YOUR AWWA UTILITY MEMBERSHIP 

Utility Advisory

Who: AWWA member utilities

What: Chemical supply chain disruptions

When: Currently

Drinking water and wastewater systems in parts of the United States are facing a shortage of chlorine, including gaseous chlorine, sodium hypochlorite and calcium hypochlorite. States that have reported a potential shortage include California, Oregon, Washington, Utah, Idaho, Indiana, Illinois and New York.

Multiple drinking water and wastewater systems have received force majeure notices from their suppliers in several regions, and in some cases have been notified that they will receive a reduced allocation of the contracted amount. Some water systems have issued water conservation orders to their customers to reduce production volume and thus extend their existing supply of chlorine. Water systems have also received chlorine from Canadian suppliers, and in at least one instance, the U.S. Federal Emergency Management Agency had to facilitate a border crossing for a train carrying chlorine. While there have been no reports of water systems completely exhausting their supplies, there was at least one instance in which a water system received a “just-in-time” delivery of chlorine to avoid a shutdown.

The U.S. Environmental Protection Agency (EPA) has been working with the U.S. Department of Homeland Security and the chemical sector to assess the situation. The objective for these meetings has been to facilitate a coordinated approach among water systems, repackagers and producers to ensure immediate delivery of chlorine to water/wastewater systems. It would be optimal if producers agree to ship full allocations to the repackagers that sell to water/wastewater systems, and in turn the repackagers would prioritize delivery of full allocations to both drinking water and wastewater systems.

EPA will continue to process §1441 applications of need and coordinate closely with the U.S. Department of Commerce (EPA issues a certificate of need, but Commerce actually issues the orders to the manufacturers/repackagers) in the event more formal action is necessary to secure critical treatment chemicals for the water sector. [EPA Administrator Regan sent a letter](#) to the Chemical Sector Coordinating Council urging the prioritization of the water sector for chlorine deliveries.

Utilities should engage suppliers to assess availability and shipment schedule and consider alternate sources as appropriate. Any utility experiencing a chlorine supply issue is encouraged to notify its state primacy agency and consider submitting a [§1441 application](#), which is designed to address instances of public water systems or publicly owned treatment works experiencing a shortage or other serious supply chain issue for water treatment chemicals.

Disruptions in chlorine supply has been the result of multiple production disruptions at several facilities over the past several months. These disruptions have also impacted various pipe manufactures and led to shortages of materials for construction projects. The known or reported incidents include the following:

- August 2020. A BioLab production facility in Louisiana was severely damaged in a fire, has not resumed production. This facility had produced a majority of the calcium hypochlorite tablets consumed in the U.S. prior to the fire. Reports indicate that other calcium hypochlorite producers have not been able to completely make up for the loss in production.
- February 13-19, 2021. Winter storm Uri impacted several chlor-alkali facilities in the Gulf region, and there may be lingering production issues:
 - Feb 15, 2021. Westlake Chemical issued force majeure for sodium hydroxide due to the impact Uri had on several chlor-alkali sites in the Gulf region, impacting production and logistics capabilities.
 - Feb 17, 2021. Formosa Plastics USA declared force majeure after severe weather impacted production facilities in Point Comfort, Texas and Baton Rouge, La.
 - Feb 18, 2021. Olin chlor-alkali Products and Vinyls issued force majeure after the winter storm impacted several of their facilities in the Gulf region (specific locations not provided)
 - Feb 15, 2021. Oxy Occidental Chemical Corp issued force majeure after Uri disrupted operations at its chlor-alkali production facilities (specific locations not provided)

- May 18, 2021. Westlake's Geismar, La. chlor-alkali facility declared force majeure after a brine pipeline ruptured. The pipeline has since been repaired.
- May 19, 2021. Formosa Plastics USA's Point Comfort, Texas chlor-alkali production facility experienced extensive flooding.
- June 1, 2021. Westlake's Natrium, W.V. chlor-alkali facility has been "directly and adversely impacted due to the sudden and unanticipated failure of a critical piece of processing equipment."
- June 9, 2021. Westlake's Longview, Wa. chlor-alkali production facility reported that an unanticipated failure of a critical piece of electrical equipment has resulted in limited availability of chlorine, hydrochloric acid and sodium hydroxide. This facility resumed full operation as of June 23.

Questions can be directed to [Kevin Morley](#), AWWA's federal relations manager.



American Water Works Association\$
6666 W. Quincy Ave. | Denver, Colorado 80235\$
Telephone: 1-800-926-7337\$

\$

[Email Our Team](#)\$

[Unsubscribe](#)

OR reply to this message with the word Remove in the subject line.

This email was sent to byehl@cityblm.org, 03287661

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



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

WASHINGTON, D.C. 20460

JUN 3 0 2021

THE ADMINISTRATOR

Dear Chemical Sector Partners:

Ensuring that drinking water and wastewater services are fully operational is critical to protecting our nation's public health and environment, as well as maintaining a functioning economy. I would like to request that chemical manufacturers and suppliers prioritize drinking water and wastewater systems as customers of critical water-treatment chemicals, such as gaseous chlorine, sodium hypochlorite and calcium hypochlorite.

This request is a result of concerning challenges that some water systems have recently experienced in procuring gaseous chlorine, sodium hypochlorite and calcium hypochlorite. Several water utilities across multiple states – California, Idaho, Illinois, Indiana, New York, Oregon and Washington – have received *force majeure* notifications, even reducing chlorine allocations in some cases, from suppliers due to supply shortages across the industry. While drinking water and wastewater disinfection accounts for less than 5 percent of all chlorine consumed in the United States, this usage is vital to ensuring the health and well-being of our citizens and businesses.

If drinking water systems cannot obtain a sufficient and reliable supply of gaseous chlorine, sodium hypochlorite and calcium hypochlorite, they will be unable continue to provide safe drinking water to their communities. Similarly, if wastewater systems lack adequate chlorine supplies, they will be unable to disinfect treated wastewater prior to discharge to surface waters, potentially leading to an increase in the concentration of pathogens in the surface water. A loss of drinking water or wastewater services, even for short durations, would have cascading impacts on hospitals, manufacturing, government facilities, private offices and restaurants – essentially all of the critical services necessary to sustain a community.

By prioritizing delivery of chlorine and other critical water treatment chemicals to drinking water and wastewater systems and the retail vendors that sell chlorine to these systems, you can help to ensure the uninterrupted supply of safe drinking water and treatment of wastewater across the nation.

I also request that we maintain open lines of communication between the water and chemical sectors so that we can collectively maintain situational awareness of threats to the water treatment chemical supply chain. This awareness is particularly important as we enter what is forecast to be an active hurricane season with the potential to impact chemical manufacturers in states along the Gulf and Atlantic coasts.

The chemical sector is a key partner in the treatment of water and, therefore, in the protection of public health and the environment. My U.S. Environmental Protection Agency colleagues and I are committed to working with you to support our nation's public health and economic viability.

Please do not hesitate to contact me, or your staff may contact Jennifer McLain, director of the Office of Ground Water and Drinking Water, at mclain.jennifer@epa.gov or (202) 564-4029.

Sincerely yours,

A solid black rectangular box used to redact the signature of Michael S. Regan.

Michael S. Regan



CONSENT AGENDA ITEM NO. 7.E

FOR COUNCIL: July 12, 2021

SPONSOR: Legal Department and Economic & Community Development Department

WARD IMPACTED: City-Wide Impact, Ward 5

SUBJECT: Consideration and action to approve an Assignment of Lease Agreement involving the Chateau Conference Center, as requested by the Legal Department and the Economic & Community Development Department.

RECOMMENDED MOTION:

The proposed Assignment of Lease Agreement be approved.

STRATEGIC PLAN LINK:

-Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

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

-Objective 3a. Retention and growth of current local businesses

BACKGROUND: In 1986, the City leased its property at 1601 Jumer Drive to Jumer’s of Bloomington, Inc. for the operation of a conference center. Since that time, the conference center management has changed hands and SDO Fund II D37, LLC (“SDO”) took assignment of the conference center lease through a foreclosure in 2019.

SDO is now seeking to sell the adjacent Chateau Hotel property and assign the conference center lease to Adidev Developers, LLC (“Adidev”). Under a previously approved Estoppel Certificate, Consent and Amendment Agreement, executed in 2006, based on the foreclosure, Adidev is considered a “permitted transferee” meaning that the company has an automatic right to the assignment.

The assignment only deals with the conference center which is located on the City’s property. Before making substantial investments in the property, Adidev is seeking that the City formally acknowledge the lease terms, standing and consent of the assignment. Adidev will be required to continue to operate the property as a conference center under the City’s lease and abide by all terms therein.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: As Adidev Developers, LLC will be subject to and must abide by the conference center lease terms, no new financial impact is projected with the assignment.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Jeffrey Jurgens, Corporation Counsel

Reviewed by:


Chris Tomertin, Budget Manager

7/7/2021


Jeffrey R. Jurgens, Corporation Counsel

7/7/2021


Tara Henry, Legislative Assistant

7/7/2021

Recommended by:


Tim Gleason, City Manager

Attachments:

- LGL 1B SDO Fund II D37 Assignment of Lease

ASSIGNMENT OF LEASE AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

1. Assignor hereby assigns to Assignee all of its right, title and interest under and pursuant to the Lease Agreement as amended by the Amended Lease Agreement, including the right to continue leasing the Leased premises from the City for the amount of \$1 per year through the year ending December 31, 2027, and the right to purchase said Leased Premises for the sum of \$350,000.00 between January 1, 2026 and December 31, 2027.

2. Assignor hereby represents and warrants that there has been no prior assignment of the Lease Agreement, that the Lease Agreement is a valid and enforceable agreement, and that neither the City nor Assignor is in default thereunder, and that, through the date of this Assignment, all covenants, conditions and agreements have been performed as required therein.

3. Assignor warrants that it will indemnify, defend, and hold Assignee harmless against all claims, demands, causes of action, or judgments, including reasonable expenses in connection with any such matters relating to any disputes arising between Assignor and the City prior to the effective date of this instrument. In the event any claims are made, any party receiving notice of any claim will give the other party prompt written notice of the claims. Assignor will defend or settle the claim to the extent of its interests under this Assignment and will assume responsibility for all costs and legal fees in connection with the defense or settlement.

4. Assignee warrants that it will indemnify, defend, and hold Assignor harmless against all claims, demands, causes of action, or judgments, including reasonable expenses in connection with any such matters relating to any disputes arising between Assignor and the City subsequent to the effective date of this instrument. In the event any claims are made, any party receiving notice of any claim will give the other party prompt written notice of the claims. Assignee will defend or settle the claim to the extent of its interests under this Assignment and will assume responsibility for all costs and legal fees in connection with the defense or settlement.

5. The Assignee shall assume each and every obligation set forth in the Lease Agreement as amended by the Amended Lease Agreement.

6. This Assignment shall constitute a perfected, absolute and present assignment.

7. As a signatory hereto, the City hereby consents and agrees to the terms and conditions of this Assignment. The City further represents and warrants to Assignee that the Lease Agreement as amended by the Amended Lease Agreement is a valid agreement enforceable in accordance with its terms and that neither the City nor the Assignor is in default thereunder, and that all covenants, conditions and agreements have been performed as required therein. The City hereby releases Assignor from any obligations to perform under the Lease Agreement arising from and after the effective date of this instrument.

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

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

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

Assignor:

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

With copy to:

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

Assignee:

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

With copy to:

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

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

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

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

BY: _____
_____, Assignor

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____.

Notary Public

BY: _____
_____, Assignee

STATE OF ILLINOIS)
) SS.
COUNTY OF MCLEAN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____.

Notary Public

ACKNOWLEDGEMENT OF ASSIGNMENT AND CONSENT THERETO

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

CITY OF BLOOMINGTON, ILLINOIS, a
Municipal Corporation

BY: _____
Mayor

ATTEST:

City Clerk



CONSENT AGENDA ITEM NO. 7.F

FOR COUNCIL: July 12, 2021

SPONSOR: Human Resources Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to grant Workers Compensation Settlement Authority in the amount of \$158,128 to City of Bloomington Police Officer Luke Maurer, claim numbers W002772895 and W002772942, as requested by the Human Resources Department.

RECOMMENDED MOTION:

The proposed Workers Compensation Settlement 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:

This is an accepted Illinois claim for injury sustained to the left knee while 38-year old patrol officer Luke Maurer was struggling with a suspect on 6-3-18. A Functional Capacity Evaluation report from May 2019 indicated that Officer Maurer was not capable of returning as a police officer. Officer Maurer applied for a duty disability pension, which was approved in December 2020.

Legal:

Pretrial conference with Arbitrator Gillespie occurred on 5/24/21. The Arbitrator stated that the value of the case was based upon Mr. Maurer having to change jobs rather than the specifics of his physical disability. The Arbitrator opined that 40% of a person was the appropriate value for the case. Based upon the maximum Permanent Partial Disability rate of \$790.64, 40% of a person calculates to \$158,128.00.

Settlement Authority Request:

\$158,128.00 based on 40% of a person. The \$158,128.00 will be a full and final resolution of all issues.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

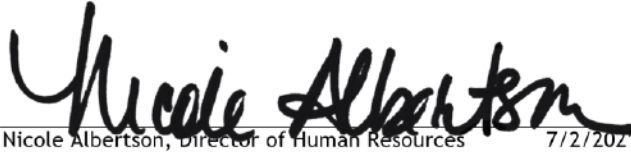
FINANCIAL IMPACT: If approved, the \$158,128 settlement will be paid by our third-party Workers Compensation administrator from the City's escrow account.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Alex Rosas, Safety & Risk Manager

Reviewed by:



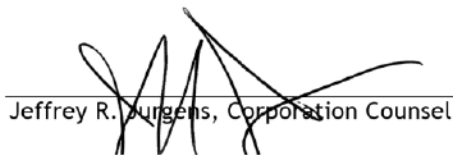
Nicole Albertson, Director of Human Resources

7/2/2021



Chris Tomerlin, Budget Manager

7/2/2021



Jeffrey R. Jurgens, Corporation Counsel

7/7/2021



Tara Henry, Legislative Assistant

7/7/2021

Recommended by:



Tim Gleason, City Manager



CONSENT AGENDA ITEM NO. 7.G

FOR COUNCIL: July 12, 2021

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Motor Fuel Tax (MFT) Resolution for Improvement Under the Illinois Highway Code, and a Local Public Agency General Maintenance Estimate of Maintenance Costs, to allocate State MFT funds for street lighting electrical energy and rental charges through the FY 2022 MFT General Maintenance Program, in the amount of \$500,000, for the period May 1, 2021, through April 30, 2022, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed MFT Resolution and Estimate 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 approval of an MFT Resolution for Improvement Under the Illinois Highway Code, and a Local Public Agency General Maintenance Estimate of Maintenance Costs, to allocate State MFT funds for street lighting electrical energy and rental charges through the FY 2022 MFT General Maintenance Program, in the amount of \$500,000, for the period May 1, 2021, through April 30, 2022. The approval also includes a Local Public Agency General Maintenance Estimate of Maintenance Costs. The remaining \$550,000 is budgeted to come from the Engineering Administration-Electricity account in the General Fund. All of these charges are paid to Ameren and Corn Belt Energy.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will have the authority to spend \$500,000 from the State Motor Fuel Tax funds for street lighting electrical energy and rental charges in FY 2022. Currently, \$500,000 is included in the budget to be paid out the Motor Fuel Tax-Electricity account (20300300-71320). Stakeholders can locate this in the FY 2022 Budget Book titled "Other Funds & Capital Improvement" on pages 8, 213, 218 and 219.

<i>Account</i>	<i>Amount</i>
<i>State MFT (20300300-71320)</i>	\$500,000
<i>Engineering Administration (10016210-71320)</i>	\$550,000
<i>TOTAL</i>	\$1,050,000

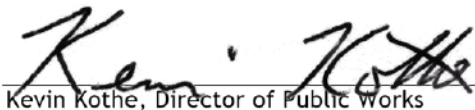
The increased amount from State Motor Fuel Tax Fund is available, if needed, in the Motor Fuel Tax Fund Balance.

COMMUNITY DEVELOPMENT IMPACT: 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.

Respectfully submitted for Council consideration.

Prepared by: Tony Meizelis, Civil Engineer I

Reviewed by:



Kevin Kothe, Director of Public Works

6/29/2021



Carla Murillo, Procurement Manager

6/30/2021



Chris Tomerlin, Budget Manager

6/30/2021



Jeffrey R. Jurgens, Corporation Counsel

7/7/2021



Tara Henry, Legislative Assistant

7/7/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- PW 2B MFT Resolution_FY22 Street Lighting Electrical Energy and Rental Charges 07122021
- PW 2C Estimate Form_FY22 Street Lighting Electrical Energy and Rental Charges 07122021



**Resolution for Maintenance
Under the Illinois Highway Code**



Resolution Number	Resolution Type	Section Number
2021-	Original	21-00000-00-GM

BE IT RESOLVED, by the Council of the City of Bloomington of Illinois that there is hereby appropriated the sum of Five hundred thousand and 00/100 Dollars (\$500,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 05/01/21 to 04/30/22 .
Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City of Bloomington shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Leslie Smith-Yocum City Clerk in and for said City of Bloomington in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Council of Bloomington at a meeting held on 07/12/21 .
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this Day day of July, 2020 .
Month, Year

(SEAL)

Clerk Signature

APPROVED

Regional Engineer
Department of Transportation

Date



Estimate of Maintenance Costs

Submittal Type **Original**

Local Public Agency

County

Section Number

Maintenance Period
Beginning Ending

City of Bloomington

McLean

20-00000-00-GM

05/01/21

04/30/22

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
Street Lighting System - Electrical Energy Rental Charges, Taxes	I	No						\$500,000.00
Total Operation Cost								\$500,000.00

Estimate of Maintenance Costs Summary

Maintenance

Local Public Agency Labor

Local Public Agency Equipment

Materials/Contracts(Non Bid Items)

Materials/Deliver & Install/Request for Quotations (Bid Items)

Formal Contract (Bid Items)

Maintenance Total

MFT Funds	Other Funds	Estimated Costs
\$500,000.00	\$550,000.00	\$1,050,000.00
\$500,000.00	\$550,000.00	\$1,050,000.00

Estimated Maintenance Eng Costs Summary

Maintenance Engineering

Maintenance Engineering

Material Testing

Advertising

Bridge Inspection Engineering

Maintenance Engineering Total

MFT Funds	Other Funds	Total Est Costs

Total Estimated Maintenance

\$500,000.00	\$550,000.00	\$1,050,000.00
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Remarks

Amount in "other funds" is the amount budgeted from City General Fund.

SUBMITTED

Local Public Agency Official

Date

Title

County Engineer/Superintendent of Highways

Date

APPROVED

Regional Engineer

Department of Transportation

Date



CONSENT AGENDA ITEM NO. 7.H

FOR COUNCIL: July 12, 2021

SPONSOR: City Clerk Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on an Ordinance Amending the City Code to Provide for Certain License and Permit Applications to be Processed and Issued by the City Clerk, as requested by the City Clerk Department.

RECOMMENDED MOTION:

The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

- Goal 3. Grow the Local Economy
- Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

- Objective 3e. Strong working relationship among the City, businesses, economic development organizations
- Objective 1d. City services delivered in the most cost-effective, efficient manner

BACKGROUND: The City Clerk Department manages a number of license and permit applications and applicable renewal processes. A large portion of applications require the City Manager to review and approve or deny the application. In an effort to streamline practices and reduce processing times, City staff is recommending the attached Ordinance granting the City Manager the authority to designate, in writing, his approval/denial power of applications to the City Clerk where appropriate.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amanda Stutsman, Deputy Clerk

Reviewed by:



Leslie Yocum, City Clerk

7/8/2021



Jeffrey R. Jurgens, Corporation Counsel

7/8/2021



Tara Henry, Legislative Assistant

7/8/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- CLK 3B Ordinance 2021

ORDINANCE NO. 2021 - ____

AN ORDINANCE AMENDING THE CITY CODE TO PROVIDE FOR CERTAIN LICENSE AND PERMIT APPLICATIONS TO BE PROCESSED AND ISSUED BY THE CITY CLERK

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

SECTION 1. That Bloomington City Code Chapter 2 is hereby amended by amending Sections 39 to add a new subsection w as follows:

§ 2-311 [Ch. 2, Sec. 39] Same - powers and duties generally

- W. Except where otherwise specified by City Code, the City Manager shall have the power to approve and issue licenses and permits provided for and in accordance with the City Code. The City Manager may likewise designate said power, in writing, to the City Clerk. In such cases where the power to approve and issue licenses and permits is designated to the City Clerk, a denial by the City Clerk of any license or permit may be appealed to the City Manager, in writing, within 10 days of the denial. Upon a timely written appeal, the City Manager shall hold a hearing to determine whether the license or permit was properly denied based on the application or requirements of the Code. The decision of the City Manager shall be final unless the applicable City Code provision provides for an appeal to the City Council.

SECTION 2. That Bloomington City Code Chapter 2 is hereby amended by amending Sections 43 to add a new subsection L as follows:

§ 2-315 [Ch. 2, Sec. 43] City Clerk - duties generally

- L. To issue licenses and permits, where said power has been designated in writing by the City Manager. Any denial of a license or permit by the City Clerk shall contain a notice that the denial may be appealed to the City Manager.

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

SECTION 4. The City Clerk shall be, and she 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 in full force and effect after its passage, approval, and publication as required by law.

PASSED this 12th day of July 2021.

APPROVED this ____ day of July 2021.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



CONSENT AGENDA ITEM NO. 7.1

FOR COUNCIL: July 12, 2021

SPONSOR: City Clerk Department

WARD IMPACTED: Ward 6

SUBJECT: Consideration and action on the Request from Bloomington Normal Sunrise Rotary, whose annual Brats and Bags fundraiser will be held in Portions of Downtown Bloomington on Saturday, August 6, 2021, for a Class LB (Limited/Beer and Wine) Liquor License, and further requesting an Ordinance Suspending Provisions of the City Code Prohibiting the Sale or Possession of Alcohol in the specified portions of Downtown Bloomington, as requested by the City Clerk Department.

RECOMMENDED MOTION:

The proposed License and Ordinance be approved.

STRATEGIC PLAN LINK:

-Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Bloomington Normal Sunrise Rotary, Applicant, plans to host their annual Brats and Bags fundraiser event on Jefferson St., between Main St. and Center Ave., and on Main St., between Washington St. and Jefferson St., on Saturday, August 6, 2021 from 3:00 p.m. until 10:00 p.m. The Applicant has received a valid Special Event Permit from the Economic & Community Development Department.

The Applicant requests a Class LB (Limited Service of Beer and Wine Only) liquor license, which allows the retail sale of beer and wine by civic, charitable, fraternal, educational, patriotic, festival, and/or religious organizations on premises in nonresidential locations with the following conditions: (1) Each license may only be issued for a maximum period of 60 days; (2) The qualified organization has been in active and continuous existence for a period of one year prior to the date of making the application, or is incorporated under the laws of the State of Illinois will be eligible to receive a "LB" license; and (3) No organization shall be issued more than three "LB" licenses in any twelve-month period. The Applicant has met these conditions.

Section 133(d) of Chapter 6 of the City Code prohibits the possession of open alcohol on public property. An ordinance must be approved to suspend this portion of the City Code to temporarily permit alcohol in the designated event space (*ordinance attached*).

The Applicant appeared before the Liquor Commission on Tuesday, June 8, 2021 where the Commission unanimously agreed to send the application to Council with a positive recommendation and similarly agreed on the positive recommendation to allow the suspension of ordinance with the following conditions: (1) the suspension of the Ordinance

only be permitted for the specified event area; (2) all alcohol must be served in a paper or plastic cup and purchased from the event vendor; (3) all attendees 21+ must have a wristband in order to purchase or consume alcohol; and (4) alcohol be purchased from the approved vendor (*draft minutes included*).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, on May 20, 2021 a public notice was published in *The Pantagraph* and 27 notices were mailed to adjacent properties, as no establishments abutted the business.

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

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

Respectfully submitted for Council consideration.

Prepared by: Amanda Stutsman, Deputy Clerk

Reviewed by:



Leslie Yocum, City Clerk

7/7/2021



Chris Tomerlin, Budget Manager

7/7/2021

George Boyle

George Boyle, Assistant Corporation Counsel

7/8/2021



Tara Henry, Legislative Assistant

7/8/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- CLK 2B Class L Liquor License Application_Brats & Bags_Redacted
- CLK 2C BLM-NM Sunrise Rotary - Brats & Bags Special Event Permit_Redacted
- CLK 2D DRAFT 06-08-DRAFT Liquor Commission Minutes_BLM-NM Sunrise Rotary
- CLK 2E Ordinance - BLM-NM Sunrise Rotary Brats & Bags

- CLK 2F Ordinance Appendix A - BLM-NM Sunrise Rotary Brats & Bags Map

June 4, 2021

City Clerk Requirement Verification Memo

To: Liquor Commission Review

Re: Legal Name: Bloomington Normal Sunrise Rotary

D/B/A Name: Bloomington Normal Sunrise Rotary

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.

- Certificate of Good Standing with the State of Illinois
- Certificate of Liability Insurance (DRAM Shop) – will be provided before license issuance.
- Liquor Bond in the amount of \$2,000
- Bloomington/Normal Food and Beverage Tax Registration Form
- BASSET Certifications for Management to be provided after hiring.

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

Respectfully,

Amanda Mohan
Deputy City Clerk



Application for Class "L" Limited Liquor License

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

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

Legal Entity Name (Corporate/LLC Name)	Bloomington Normal Sunrise Rotary
Doing Business As (DBA) OR Establishment Name (Assumed names must be registered with the State of Illinois)	BN Sunrise Rotary
Legal Entity Address (including City, State, and Zip)	PO Pox 724, Bloomington, IL 61702-724
Legal Entity Phone Number	
Legal Entity Email Address	
Establishment Address including Zip	
Establishment Phone Number	
Establishment Email Address	
*Email Address for ALL City Communications:	

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

Below Please List Those Responsible for Licensing the Event & Attending the Liquor Commission Meeting

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

Name (First & Last)	City	State	Zip
Kristen Kubsch	Normal	IL	61761
Phone Number	Email Address		

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

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

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

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

EVENT INFORMATION

Name of Event	Brats & Bags
Event Address	Jefferson St. between Main & Center and Main St. between Washington & Jefferson
Anticipated Number of Attendees:	500

Event Date(s)	Start Time(s)	End Time(s)
8/6/2021	3pm	11pm



1. Description of the activity or event in connection with which the limited alcoholic liquor license will be utilized, specifying the nature of the proposed entertainment, if any:
Bags Tournament Fundraiser
2. Description of the proposed procedures for handling the following:
 - A. Crowd control:
The event is to be held in Downtown Bloomington on Jefferson Street between Main & Center and Main Street between Washington and Jefferson. The alcohol will be served on main street and will not be allowed outside of designated area.
 - B. Identification check:
We will have BASSET trained club member volunteers checking ID's and wristbands only to those 21 and over. No alcohol will be served without ID check and wristband.
3. Classification of Limited License: ☒ LB (Beer & Wine Only) ☐ LA (All Types)
4. ☐ Yes ☒ No Is the premises within 100 feet of any church, school, hospital, home for the aged or indigent persons, or for War Veterans, their wives or children?
5. ☒ Yes ☐ No Has the civic, service, charitable, fraternal, or social organization, group or entity applying for this license been in existence continuously for at least one year?
 - a. If so, please list Date Established: June 14, 1990
6. ☐ Yes ☒ No Is the civic, service, charitable, fraternal, or social organization, group or entity applying for this license incorporated under the laws of the State of Illinois?
 - a. If so, please list Date Incorporated: _____
7. ☒ Yes ☐ No Has the civic, service, charitable, fraternal, or social organization, group or entity seeking a Limited Alcoholic Liquor License received such a licensee within the past year?
 - a. If so, please list how many: 2

I, the undersigned, swear or affirm that:

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

Date Signed: 05/12/2021

Committee Co-Chair

Title

Kristen J. Kubsch

Name (Print)

Signature

SPECIAL EVENT PERMIT
BRATS & BAGS
BAGS & BRATS
DATE: FRIDAY, AUGUST 6, 2021
TIME: 6:00 A.M. UNTIL 11 P.M.

Date Prepared: March 29, 2021

SPONSORING ORGANIZATION(S): Sunrise Rotary Club

CONTACT PERSON: Kristen Kubsch

PHONE NO.: [REDACTED]

EMAIL: [REDACTED]

APPLICATION RECEIVED: Yes

CERTIFICATE OF INSURANCE RECEIVED: Yes

HOLD HARMLESS: Yes

NATURE OF EVENT:

Fundraiser for the various charitable projects, consisting of food, beverage, live or amplified music, and a Bags (bean bag toss) Tournament. Setup for the Rotary lunch will begin at 6:00 a.m., and food service will begin at 10:30 a.m. and end at 1:30 p.m. The Bags tournament will start at 3:30 p.m. and end by 10 p.m.

COVID – 19 CONSIDERATIONS:

Per the Governor's Executive Order, the event organizers will require all participants to wear masks, to enforce social distancing, and to limit the number of people attending to 147 people for Phase 4 and/or 294 people for Bridge to Phase 5 for Jefferson Street, including volunteers. For Main and Jefferson there can be a max of 1,219 people in Phase 4 and/or 2,437 for Bridge to Phase 5.

The event organizer will communicate the requirements through signage and event promotional materials. These attendance figures are based on the region remaining in Phase 4 or better of the Restore Illinois Plan. Should the Region move into a new phase or tier the event organizer agrees to adhere to attendance number changes.

EVENT LOCATION/PARADE ROUTE:

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

TRAFFIC CONTROL ARRANGEMENTS:

Jefferson St. will be closed between Main and Center St. at 6:30 a.m. until 11:30 p.m. Main St. between Jefferson and Washington St. will be closed at 1:00 p.m. until 11:00 p.m. Two (2) parking spaces on the northeast corner of Main and Jefferson will be reserved (for garbage dumpster).

POLICE:

Ask to tow vehicles from the areas marked no parking. Possible congestion and crowds.

PUBLIC WORKS WILL PROVIDE THE FOLLOWING:

- Install "No Parking" signs on Jefferson for Friday, August 6 at 6:00 a.m. to 11 p.m.

SPECIAL EVENT PERMIT BRATS & BAGS

- Install “No Parking” signs on Main St. for Friday, August 6 at 12 p.m. to 11 p.m.
- Four (4) parking stalls will be blocked on the west side of Main St. nearest to the intersection of Main and Jefferson to allow for drive through pick up of lunches. Install “No Parking” signs on for the drive thru lane for Friday, August 6 at 6:30 a.m. to 11 p.m.
- Install “No Parking” Signs for the two (2) parking spaces on the northeast corner of Main and Jefferson streets for Friday, August 6 for the garbage dumpster.
- Install all “No Parking” signs thirty-six (36) hours in advance of event.
- Close Jefferson St. between Main and Center at 6:00 a.m. on Friday, August 6 and Main St. between Jefferson and Washington on Friday, August 6 at 1:00 p.m.
- Public Works will provide the traffic cones for the drive-through.
- Reopen streets at the end of the event.

PARKS AND RECREATION WILL PROVIDE THE FOLLOWING:

Deliver eighteen (18) picnic tables, including ADA accessible, and fifteen (15) trash barrels to the northwest corner of the McLean County Museum of History on the morning of Friday, August 6. Remove picnic tables and barrels and place them on the lawn of the McLean County History Museum.

LIQUOR:

Each business who intends to sell/serve liquor outside of their original approved premise must contact the City Clerk Department at (309)434-2509 ext. 6 to obtain the correct application and information needed. If applicable, the organizer will be scheduled to appear at a regular Liquor Commission Meeting to provide details to the Commissioners regarding the event. **The organizer must attend this meeting.** If approved at the Liquor Commission, the organizer’s item will then continue on to the appropriate City Council Meeting for approval. If approved, the organizer must contact the City Clerk Department to obtain any necessary information or certificates required before serving/selling liquor.

If the only required liquor aspect is Suspending the Ordinance to allow Possession of Open Alcohol on Public Property, the City Clerk Department will place the event on the next applicable Liquor Commission Agenda to be considered. **The organizer must attend this meeting.** If approved at the Liquor Commission, the organizer’s item will then continue on to the appropriate City Council Meeting for approval. The organizer may call the City Clerk Department at (309)434-2509 ext. 6 on the day following the assigned City Council Meeting to make sure the item was approved. If approved, the organizer must contact the City Clerk Department to obtain any necessary information or certificates required before serving/selling liquor.

ORGANIZER RESPONSIBILITIES:

SPECIAL EVENT PERMIT BRATS & BAGS

1. Provide written notification to affected residents/businesses, including the McLean County Museum of History and send a copy of this letter to the Economic Development Division.
2. Organizer will obtain a dumpster permit from Public Works at 434-2225.
3. Contact Economic and Community Development Department at 434-2226 in reference for requirements on porta potties and tent permits.
4. Bring trash bags and empty barrels into dumpster.
5. Make arrangements with the Economic Development Division to gain access to the power boxes on Jefferson and in the lampposts prior to your event by calling 309-434-2295.
6. Remove the dumpster and porta potties immediately following the event.
7. Contact Colleen Winterland at 309-434-2225 to pick up traffic cones for drive thru.
8. Appoint a designated volunteer or staff person to be in charge of ensuring that barricades remain intact. It is the City's recommendation that barricades not be moved. Only the designated volunteer(s) can move the barricades, if necessary. The designated person must meet with Public Works staff prior to the event so that staff can train the volunteer on proper barricade set up. You can make this appointment by calling Colleen Winterland at 309-434-2225. If that volunteer is not available, contact Police, non-emergency 309-820-8888 prior to moving barricades. Keep in mind Staff at this number will not be able to respond instantly. It is the responsibility of the organizer to ensure that nobody removes, changes, or anyway interferes with the setup of barricades, signs, or any other traffic control device set up by City staff, except for the designated volunteer(s). Contact the Police, non-emergency 309-820-8888, to report anyone tampering of such. There is a fine ranging from \$250-\$500 for illegal moving the barricades or other traffic control devices.
9. The event organizer must post a notice to inform the public and victims of human trafficking of the telephone hotline number of the Human Traffic Resource Center as required by the Human Trafficking Resource Center Notice Act. (775 ILCS 50/1, et seq.) Find helpful models at <https://www.dhs.state.il.us/page.aspx?item=82023>. The notice must be posted in a conspicuous and accessible place in clear view of the public and employees where similar notices are customarily posted. Failure to do so could result in a \$500 fine per violation.
10. Follow the CDC's guidelines on holding events amidst COVID-19. Information can be found on their website at <https://www.cdc.gov/coronavirus/2019-ncov/community/large-events/considerations-for-events-gatherings.html>
11. Please review the Illinois Department of Commerce and Economic Opportunity resources for special events, <https://dceocovid19resources.com/restore-illinois/restore-illinois-phase-4/meetings-and-social-events/> There are several resources on this site, such as posters and social media graphics you can download.

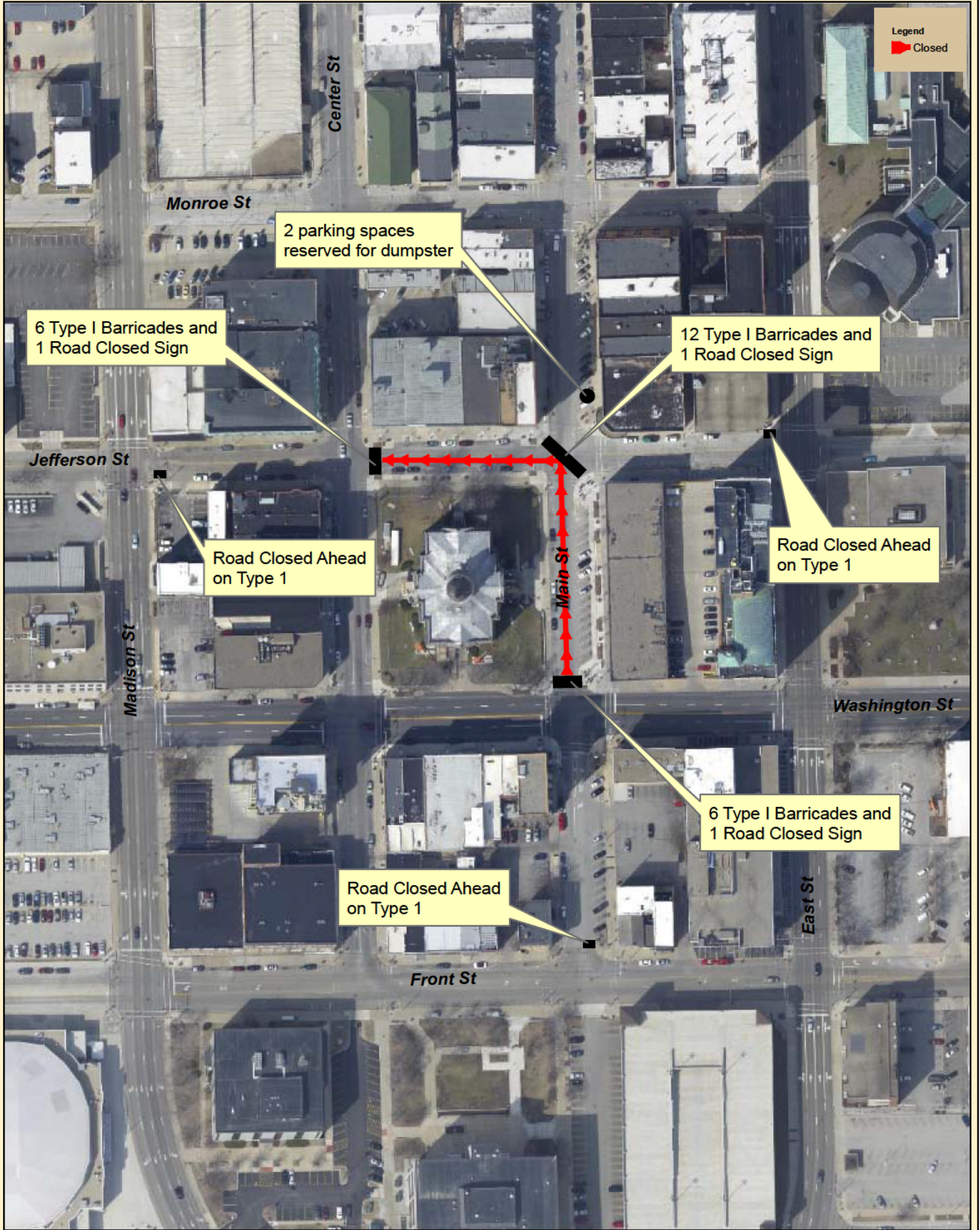
CANCELLATION POLICY:

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

SPECIAL EVENT PERMIT

BRATS & BAGS

DISTRIBUTION LIST	
Tim Gleason, City Manager	Billy Tyus, Deputy City Manager
Amanda Mohan, City Clerk Department	Kevin Kothe, Public Works
Shelly Perry, Connect Transit	Phil Allyn, Traffic Engineer, Public Works
Melissa Hon, Economic & Community Development	Darwin Miles, Public Works
Catherine Dunlap, Economic & Community Development	Craig Shonkwiler, Engineer, Public Works
Samantha Mlot, Economic & Community Development	JT Thomas, Public Works
Russ Waller, Facilities	Troy Olson, Public Works
Chris McAllister, Economic & Community Development	Colleen Winterland, Public Works
Interim Chief Eric West, Fire Department	Brett Lueschen, Water Department
Linda Foutch, McLean County Health Dept.	Joe DeGraeve, Public Works
Bob Moews, Parks, Recreation & Cultural Arts Dept.	Greg Koch, Public Works
Interim Chief Greg Scott, Police Department	Amy Overton, Admin



Agenda Item 4A. Consideration and action to approve Minutes from the May 11, 2021 Regular Liquor Commission Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved as presented.)

Agenda Item 4B. Consideration and action to approve Minutes from the May 21, 2021 Special Liquor Commission Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved as presented.)

Regular Agenda

The following item was presented:

Agenda Item 5A. Public Hearing and action on the request from Bloomington Normal Sunrise Rotary for a Class LB (Limited/Beer and Wine) liquor license for their annual fundraiser event that will be held on Jefferson St., between Main St. and Center Ave., and on Main St., between Washington St. and Jefferson St., on August 6, 2021, as requested by the City Clerk Department.

Commissioner Mwilambwe introduced the item and provided an overview of the order of proceedings.

Commissioner Meister recused herself at 4:01 p.m. as she was a member of the Bloomington Normal Sunrise Rotary.

George Boyle, Assistant Corporation Counsel, recommended that both the public hearings for Agenda Items 5A and 5B be taken together with motions separately. Commissioner Mwilambwe agreed.

Commissioner Mwilambwe discussed the order of the hearing. He then opened the public hearing at 4:03 p.m.

Kristen Kubsch, Representative on behalf of Bloomington Normal Sunrise Rotary ("the Rotary"), after being sworn, addressed the Commission.

Commissioner Mwilambwe asked Ms. Kubsch state the purpose of the application.

Ms. Kubsch confirmed the date of the event was Saturday, August 6, 2021. She explained the Rotary would hold their annual Brats and Bags fundraiser in Downtown Bloomington. The brat lunch would be from 11:00 a.m. to 1:00 p.m. with live entertainment and the bags tournament, where liquor would be served, would begin at 5:00 p.m. She explained that this was the 12th year the Rotary would host the event and proceeds would go to Midwest Food Bank, Camp Timber Pointe, Heartland Community College scholarships, among other local Rotary initiatives.

Commissioner Jordan asked the hours of operation. Ms. Kubsch explained the event would be held from 10:00 a.m. until 10:00 p.m. with alcohol to be served between the hours of 5:00 p.m. and 10:00 p.m.

Commissioner Jordan then asked how the Rotary would handle identification of individuals aged 21 years or older. Ms. Kubsch explained that there would be BASSET trained individuals who would check IDs and issue wristbands to those aged 21 years or older. Attendees would have to present their wristband to purchase tickets for alcohol and to order alcohol.

George Boyle, Asst. Corporation Counsel, noted that the Legal Department had not had any prior issues with this event. He then asked if there were any changes to the event from

the 2019 event. Ms. Kubsch confirmed there were no changes and that the Rotary had received their Special Event and Food permits.

Mr. Boyle stated that the Legal Department had no issues.

Tim McCoy, Assistant Police Chief, requested that the area where alcohol would be served was cordoned off with only one access point. Ms. Kubsch agreed to the request.

Mr. Boyle advised that, in the past, when the ordinance was suspended, it was limited to the event area only with alcohol dispensed in paper or plastic cups to individuals with wristbands. He asked if the conditions were an issue from the Applicant. Ms. Kubsch stated they would not.

Mr. Boyle recommended those conditions be placed on the license.

Commissioner Mwilambwe asked if there were additional individuals to speak for or against of the application. Ms. Mohan confirmed that no one had registered to speak for or against the application. Staff had not received emailed public comment.

Commissioner Mwilambwe closed the public hearing at 4:09 p.m.

Commissioner Jordan asked Mr. Boyle how to proceed with the motions for Items 5A and 5B. Mr. Boyle recommended that the motions for Items 5A and 5B be separate.

Commissioner Jordan motioned, seconded by Commissioner Mwilambwe, that the Class LB liquor license be sent to the City Council with a positive recommendation.

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

AYES: Jordan, Mwilambwe

Motion carried.

The following item was presented:

Agenda Item 5B. Consideration and action on an Ordinance suspending portions of Chapter 6 of the Bloomington City Code to allow possession of open alcohol on public property in specified portions of Downtown Bloomington on Friday, August 6, 2021, during Bloomington Normal Sunrise Rotary's annual Brats and Bags fundraising event, as requested by the City Clerk Department.

Ms. Boyle suggested conditions that persons in the festival must be wearing wristbands, using paper or plastic cups for liquor, and purchasing alcohol from the event vendor.

Commissioner Mwilambwe asked if the conditions were different from past events. Mr. Boyle confirmed they were not.

Ms. Kubsch stated that one of the beer vendors would be supplying beer in aluminum cans and asked if the Rotary could permit aluminum cans.

Commissioner Mwilambwe asked Mr. Boyle if the intent was to ensure the receptacle could not break. Mr. Boyle confirmed and stated that historically, alcohol was to be served in plastic or paper cups.

Ms. Kubsch responded that typically, vendors have only served draft beer, and this was the first year a vendor chose to use cans. She confirmed that alcohol would be served in plastic or paper cups.

Commissioner Jordan motioned, seconded by Commissioner Mwilambwe, to positively recommend the approval of the suspension of the Ordinance with the following conditions: (1) the suspension of the Ordinance only be permitted for the specified event area; (2) all alcohol must be served in a paper or plastic cup and purchased from the event vendor; (3) all attendees 21+ must have a wristband in order to purchase or consume alcohol; and (4) alcohol be purchased from the approved vendor.

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

AYES: Jordan, Mwilambwe

Motion carried.

Commissioner Meister returned to the meeting at 4:14 p.m.

The following item was presented:

Agenda Item 5C. Consideration and action on an Ordinance suspending portions of Chapter 6 of the Bloomington City Code to allow possession of open alcohol on public property in specified portions of Downtown Bloomington on Saturday, June 26, 2021, during The Momma Inc., d/b/a The Bistro, annual Pride Fest event, as requested by the City Clerk Department.

Jan Lancaster, Owner of The Bistro, after being sworn, addressed the Commission. She explained that 2021 was the third event and there would be no changes from previous years' set up. She explained the event area and that she had worked with Catherine Dunlap, Downtown Development Specialist with the Economic and Community Development Department, on the Special Event Permit. She went on to explain that all individuals who would be working with alcohol would be BASSET trained, that they would use paper or plastic cups, and have wristbands for the attendees. There would be live entertainment as well. The event would start at 4:00 p.m. and end at 10:00 p.m. where, after clean up, attendees would move inside The Bistro for another live show.

Commissioner Mwilambwe and Ms. Lancaster discussed the event times. Ms. Lancaster confirmed the event would start at 4:00 p.m. and that last call would likely be at 9:30 p.m. so they could clean up and have the streets reopened by 11:00 p.m.

Commissioner Jordan asked George Boyle, Asst. Corporation Counsel, if there were any issues in the past. Mr. Boyle confirmed that the Legal Department was unaware of any issues. He then asked Ms. Lancaster to confirm the types of alcohol to be offered. Ms. Lancaster stated that she requested all types of alcohol but would offer what the Commission permitted. She noted that it was a well-run event.

Commissioner Meister and Ms. Lancaster discussed the event start time. The application listed 12:00 p.m. (noon) as the start time with 11:00 p.m. for the end time; however, that time frame was for the entire Special Event Permit, which accounted for set up and tear down. Ms. Lancaster confirmed that last call would likely be at 9:30 p.m. so they could clean up and have the streets reopened by 11:00 p.m. Commissioner Meister expressed that she believed it was a great event.

Commissioner Jordan asked Mr. Boyle if the Ordinance needed to stipulate the hours of the event. Mr. Boyle confirmed that the suspension of the Ordinance would only apply for the hours that alcohol would be served.

Commissioner Mwilambwe stated that with no staff concerns, he did not oppose the approval of all types of alcohol.

ORDINANCE NO. 2021 - ____

AN ORDINANCE SUSPENDING PORTIONS OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE TO ALLOW POSSESSION OF OPEN ALCOHOL ON PUBLIC PROPERTY IN SPECIFIED PORTIONS OF DOWNTOWN BLOOMINGTON ON SATURDAY, AUGUST 6, 2021, DURING BLOOMINGTON NORMAL SUNRISE ROTARY'S ANNUAL BRATS AND BAGS FUNDRAISING EVENT

WHEREAS, The Bloomington Normal Sunrise Rotary desire to allow moderate consumption of alcohol on August 6, 2021, for their annual Brats and Bags fundraising event to be held on Jefferson St. between Main St. and Center Ave. and Main St. between Washington St. and Jefferson St from 3:00 p.m. until 10:00 p.m.; and

WHEREAS, The Bloomington Normal Sunrise Rotary have requested permission from the City to serve beer and wine during this event; and

WHEREAS, in order to allow possession of an open container of alcohol on a public street, Section 133(d) of Chapter 6 of the Bloomington City Code, which prohibits possession of open alcohol on public property, must be suspended:

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

Section 1: Section 133(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, is suspended as it pertains to the Bloomington Normal Sunrise Rotary's Brats and Bags fundraiser event, on August 6, 2021 from 3:00 p.m. until 10:00 p.m.

- (a) the suspension shall be effective only as to persons 21 years of age and older inside the designated area wearing event-related wristbands;
- (b) the suspension shall be effective only to persons having in their possession beer or wine purchased from the licensed event vendor contained in plastic or paper cups.

Section 2: Except for the date, location and times set forth in Section 1 of this Ordinance, and Section 133(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, shall remain in full force and effect. Nothing in this Ordinance shall be interpreted as repealing said Section 133(d) of Chapter 6 of the Bloomington City Code.

Section 3: This Ordinance shall be effective on the date of its passage and approval.

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

PASSED this 12th day of July 2021.

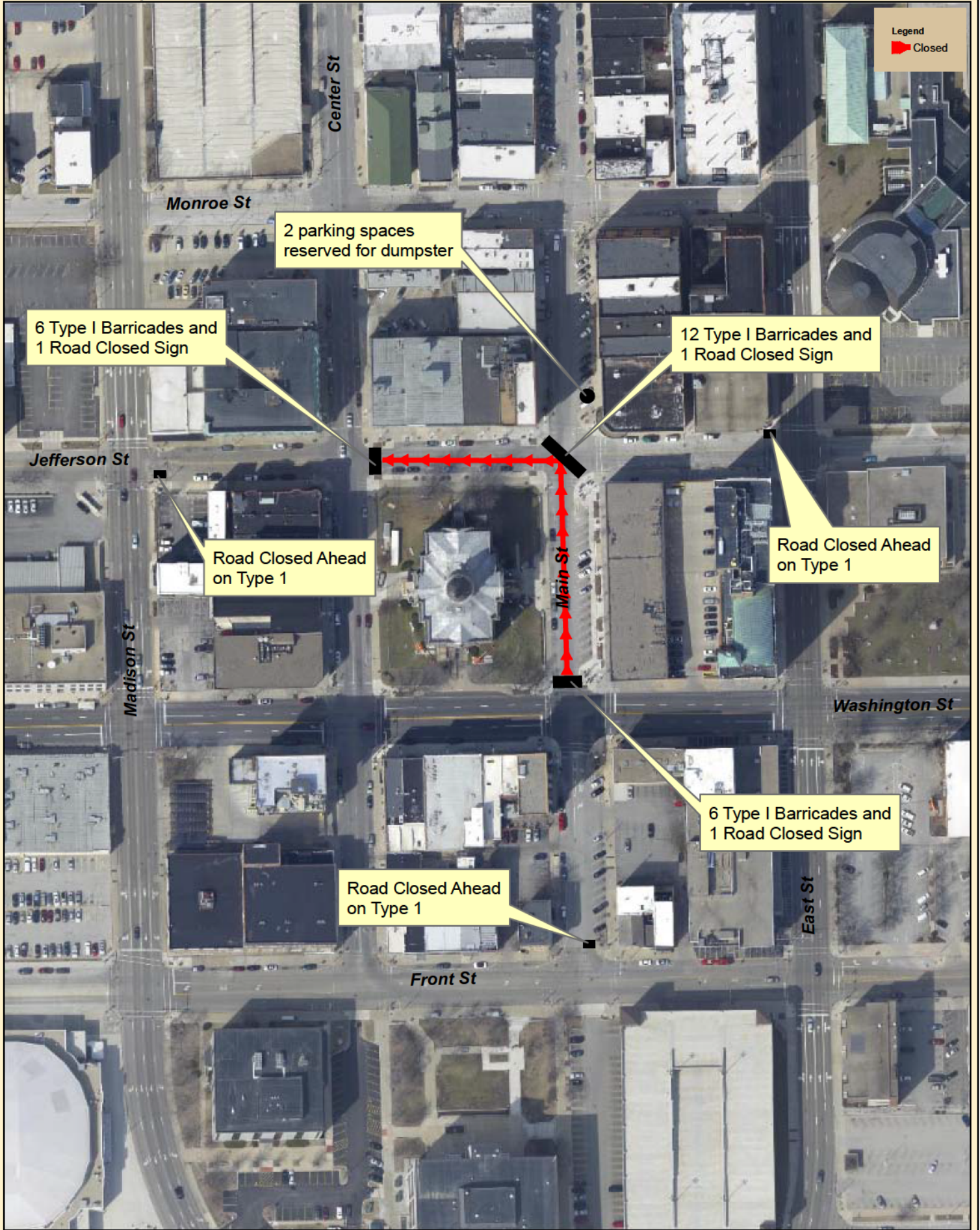
APPROVED this __ day of July 2021.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Yocum, City Clerk





CONSENT AGENDA ITEM NO. 7.J

FOR COUNCIL: July 12, 2021

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Lease Rescission for Lots 1 & 2 in Block 9 in Camp Potawatomie and a Lake Bloomington Lot Transfer and Supplemental Agreement for Lots 1 & 2 in Block 9 in Camp Potawatomie, from the Estate of Lyle Spaniol, to the petitioner, Jonathon Astroth, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Lease Rescission, Lot Transfer, and Supplemental Agreement be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Public Works is recommending the approval of a Lease Rescission for Lots 1 & 2 in Block 9 in Camp Potawatomie, (also known as 25294 White Owl Lane, Hudson, Illinois), and a Lake Bloomington Lot Transfer and Supplemental Agreement for Lots 1 & 2 in Block 9 in Camp Potawatomie, from the Estate of Lyle Spaniol, to the petitioner, Jonathon Astroth. Lots 1 & 2 have a residence, a septic system, and one boat dock.

On May 10, 2021, the City Council approved a lot transfer for Lots 1 & 2 in Block 9 in Camp Potawatomie from the Estate of Lyle Spaniol to Jeffry Watson. However, the purchase of the house located on the leased lot did not take place. A lease rescission was submitted by Jeffry Watson after the lot transfer had been executed. Please see the attached lease rescission.

A licensed inspector, Rob Williamson, inspected the septic system on April 12, 2021, and found the system to be in the following condition, as noted in an April 20, 2021, letter from the McLean County Health Department:

- ❖ The septic tank is a minimum of 200 gallons too small. This may remain as is until the septic system is repaired or replaced.
- ❖ The outlet baffle in the septic tank is not constructed properly. This must be replaced.
- ❖ The seepage field is a minimum of 150 square feet too small. This may remain as is until the septic system is repaired or replaced.
- ❖ A garage has been installed over a portion of the seepage field. This may result in the premature failure of the septic system.

The lessee has entered into a supplemental agreement with the City of Bloomington to have

the septic tank pumped and evaluated at least once every three years, with the first pump and evaluation taking place no later than July 12, 2024, and to fix the outlet baffle prior to residential occupancy. The lessee will submit proof to the City of Bloomington upon completion.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

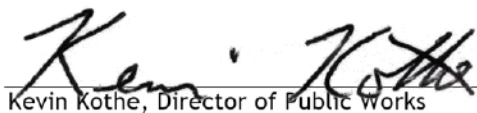
FINANCIAL IMPACT: This petition will have a positive financial impact in that the current lease uses the formula of \$0.15 per \$100.00 Equalized Assessed Value in determining the Lake Lease Fee. With the current lease rate formula of \$0.40 per \$100.00 Equalized Assessed Value, this lease will now generate approximately \$229.02 per year in lease income and \$150.00 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance-Lease Income account (50100140-57590). The Garbage Collection fee is recorded in Lake Maintenance-Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY 2022 Budget Book titled "Other Funds & Capital Improvements" on page 126.

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

Respectfully submitted for Council consideration.

Prepared by: Joe Darter, Property Manager

Reviewed by:



Kevin Kothe, Director of Public Works

6/29/2021



Chris Tomertin, Budget Manager

6/30/2021



George Boyle, Assistant Corporation Counsel

7/7/2021



Tara Henry, Legislative Assistant

7/7/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- PW 1B Current Lease_Spaniol to Astroth Lake Lot Transfer 07122021
- PW 1C Property Manager Memo_Spaniol to Astroth Lake Lot Transfer 07122021
- PW 1D Petition_Spaniol to Astroth Lake Lot Transfer 07122021
- PW 1E Septic Information_Spaniol to Astroth Lake Lot Transfer 07122021
- PW 1F Agreement_Spaniol to Astroth Lake Lot Transfer 07122021
- PW 1G Supplemental Agreement_Spaniol to Astroth Lake Lot Transfer 07122021
- PW 1H Lease Rescission_Spaniol to Astroth Lake Lot Transfer 07122021
- PW 1I Location Map_Spaniol to Astroth Lake Lot Transfer 07122021
- PW 1J Structure Map_Spaniol to Astroth Lake Lot Transfer 07122021
- PW 1K Unrecorded Plat Map_Spaniol to Astroth Lake Lot Transfer 07122021
- PW 1L Photograph_Spaniol to Astroth Lake Lot Transfer 07122021

LAKE BLOOMINGTON LEASE

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 10 day of December, 19 97 between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called "City," and Kyle W. Spauld

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

WITNESSETH

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

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

Lot 0102 in Block 09 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.

2. TERM OF LEASE. The term of this Lease shall be for a term commencing (~~cross out the one that does not apply~~) (on the date of this Lease) (on January 1 following the date of this Lease) and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.

3. RENT.

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

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

who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.

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

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

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

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

4. **REAL ESTATE TAXES.** Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.

5. **IMPROVEMENTS.** Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.

6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.

7. WATER. Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.

8. GARBAGE. City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.

9. ASSIGNMENT. ~~Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.~~

10. RULES & REGULATIONS. Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.

11. USE OF AND ACCESS TO LAKE. Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.

12. **TREE CUTTING.** No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.

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

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

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

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

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

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

City

Lessee Name and Mailing Address

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

Lyle W. Spaniol

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: _____

Deeey Convent

MEMORANDUM

June 23, 2021

To: Kevin Kothe, PE, Director of Public Works

From: Joseph M. Darter, Property Manager

Subject: Lots 1 & 2, Block 9 in Camp Potawatomie Lake Lease Transfer

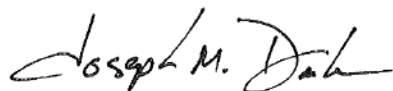
A Petition and Lake Lease Transfer request has been submitted for Lots 1 & 2, Block 9 in Camp Potawatomie, from the Estate of Lyle Spaniol to the petitioner, Jonathon Astroth.

EAV for this property is \$57,256. The Lake Lease uses the lake lease rate of \$0.15 per \$100.00 of EAV.

This petition will have a positive financial impact in that the current lease uses the formula of \$0.15 per \$100.00 Equalized Assessed Value in determining the Lake Lease Fee. With the current lease rate formula of \$0.40 per \$100.00 Equalized Assessed Value, this lease will now generate approximately \$229.02 per year in lease income and \$150.00 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance Lease Income account (50100140-57590). The Garbage Collection fee is recorded in Lake Maintenance – Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY2022 Proposed Budget Book titled "Other Funds & Capital Improvements" on page 126.

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

Sincerely,



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

LAKE BLOOMINGTON LEASE TRANSFER PETITION

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

Lot 1,2 Block 9 of Camp Potawatomi Potawatomi

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

From: Kristopher T Spaniol (Sellers Name)

To: Jonathan M Astroth (Buyers Name)


(Signatures of Seller)

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

Now comes Jonathan M Astroth (Buyer)

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

(Seller) Kristopher T Spaniol

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) Kristopher T Spaniol 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


(Signature of Buyer(s))

WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON LOT 1,2
BLOCK 9 CAMP Potawatomi Potawatomi, OF LAKE BLOOMINGTON.

Now comes the City of Bloomington and gives this, its written consent to the assignment on all right, title and interest of (seller) Kristopher T Spaniol in and to the premises known as Lot 1,2 Block 9 in Camp Potawatomi Potawatomi McLean County, Illinois and to the leases thereon executed by the City of Bloomington, Illinois. Potawatomi

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

Executed this _____ day of _____,

Mayor



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

April 20, 2021

Mr. Lyle Spaniol
[REDACTED]

Re: Septic Permit #50-7325
Parcel #07-01-402-004
Lot 161, Lake Bloomington - Potowatomie Subdivision

Dear Mr. Spaniol:

On April 13, 2021, this department received a septic system evaluation report from Mr. Rob Williamson, a McLean County licensed private sewage system installer, regarding the above-referenced property. The septic system evaluation was performed on April 10, 2021 and the following deficiencies were noted:

- The septic tank is a minimum of 200 gallons too small. This may remain as is until the septic system is repaired or replaced.
- The outlet baffle in the septic tank is not constructed properly. This must be replaced.
- The seepage field is a minimum of 150 square feet too small. This may remain as is until the septic system is repaired or replaced.
- A garage has been installed over a portion of the seepage field. This may result in the premature failure of the septic system.

In summary, the septic system was installed in 1950 and is now approximately 71 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/>

Mr. Lyle Spaniol
April 20, 2020
Page 2

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

Respectfully,

A handwritten signature in black ink, appearing to read "Thomas J. Anderson".

Thomas J. Anderson
Director of Environmental Health

cc: Mr. Rob Williamson, Williamson Excavating, LLC
Mr. Joe Darter, Water Department Property Manager
Mr. Jeff Watson

TJA:AC:du

AC-0601-21-066

EVALUATION REPORT FOR A MCLEAN COUNTY PRIVATE SEWAGE DISPOSAL SYSTEM

Log #: _____
Date Received: _____

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

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

1. Current Owner Information:

Name: Lyle Spaniol

Address: _____

Phone #: Day _____ Home _____

2. Requestor Information:

Name: Jonathan Astroth

Address: _____

Phone #: Day _____ Home _____

3. Property Information:

Parcel Number (Tax ID): () - - - Date Evaluation Performed: 04-10-21

Address of property evaluated: _____ Sub. & Lot: _____

Permit available from Health Dept.: Yes ☒ No ☐ Permit #: 50-7325

4. Interview Information:

Person interviewed: Nancy Brady Original owner: Yes ☐ No ☒

Age of home (years): 70 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: 2 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: n/a Hot tub discharges to: n/a

Basement plumbing fixtures: Discharge locations:

a. n/a a. _____

b. _____ b. _____

c. _____ c. _____

d. _____ d. _____

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

Sump pit/pump discharges to: n/a Downspouts discharge to: ground surface

6. Exterior Evaluation Points:

A. SEPTIC TANK(s) -- This Section N/A ☐

All tanks must not be pumped before the inspection, but should be pumped after the inspection, if needed.

Tank One: N/A ☐	Yes	No	Tank Two: N/A ☒	Yes	No
Depth of soil to top of tank: 10 inches			Depth of soil to top of tank: inches		
Tank has access within 12" of ground surface	☒	☐	Tank has access within 12" of ground surface	☐	☐
Size: 550 gallons Type:			Size: gallons Type:		
Meets current code:	☐	☒	Meets current code:	☐	☐
Tank lids in good condition:	☒	☐	Tank lids in good condition:	☐	☐
Inlet baffle in good condition:	☒	☐	Inlet baffle in good condition:	☐	☐
Evidence of solids on inlet baffle:	☐	☒	Evidence of solids on inlet baffle:	☐	☐
Outlet baffle in good condition:	☒	☒	Outlet baffle in good condition:	☐	☐
Evidence of solids on outlet baffle:	☐	☒	Evidence of solids on outlet baffle:	☐	☐
Water standing in outlet:	☐	☒	Water standing in outlet:	☐	☐
Water level below outlet:	☐	☒	Water level below outlet:	☐	☐
Tank needs to be pumped:	☐	☒	Tank needs to be pumped:	☐	☐
Outlet device/filter on tank:	☐	☒	Outlet device/filter on tank:	☐	☐
Type:			Type:		
Back flow into tank from system after pumping:			Back flow into tank from system after pumping:		
Yes ☐ No ☐ N/A ☐			Yes ☐ No ☐ N/A ☐		

B. SEEPAGE FIELD -- This Section N/A ☐

Depth to top of field: 12 inches to 22 inches

Square feet of field: 250 square feet

Meets current code sizing requirements:

Seepage standing on ground surface:

Lush vegetation or saturated soil on or near seepage field area:

Evidence that water has ponded over seepage field or the soil is saturated:

Solids or "carry over" material present in the rock or bedding material:

Depth of water in trench : 0 inches

Yes	No
☐	☒
☐	☒
☐	☒
☐	☒
☐	☒

C. SERIAL DISTRIBUTION/STEP-DOWN -- This Section N/A ☒

Are the serial distribution relief or "step-down" pipes in compliance with Section 905.60 (d) of the code?

Yes	No
☐	☐

D. SEEPAGE BED -- This Section N/A ☒

Depth to top of bed: inches to inches

Square feet of bed: square feet

Meets current code sizing requirements:

Seepage standing on ground surface:

Lush vegetation or saturated soil on or near seepage bed area:

Evidence water has ponded over seepage bed or is soil saturated:

Solids or "carry over" material present in the rock or bedding material:

Depth of water in bed : inches

Yes	No
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐

E. SAND FILTER -- This Section N/A ☒

Minimum soil cover depth to top of sand filter: _____ inches

Square feet of sand filter: _____ square feet

	Yes	No
Is water standing in the distribution pipes or in the rock that surrounds the pipe:	☐	☐
Meets current code sizing requirements:	☐	☐
Seepage standing on ground surface over filter:	☐	☐
Lush vegetation on or near sand filter:	☐	☐
Evidence if water has ponded over sand filter:	☐	☐
Sand filter vented as required:	☐	☐
Vent in good repair:	☐	☐
Chlorinator with screw on cap present:	☐	☐
Chlorinator tube with corrosion resistant handle present:	☐	☐
Evidence of chlorination:	☐	☐
Evidence of restricted flow in chlorinator:	☐	☐
Sample port with screw on cap present:	☐	☐
Where does the contact tank discharge to: <i>(Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.):</i>	_____	

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

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

G. AEROBIC UNIT -- This Section N/A ☒

Manufacturer: _____ Model number: _____

Size of unit: _____ gallons

	Yes	No
Pump running at time of inspection:	☐	☐
Current maintenance contract in place:	☐	☐
Who is maintenance contract with: _____		
Alarm present:	☐	☐
Alarm location: _____		
Alarm properly working with audio and visual functions:	☐	☐
Unit discharges to: Seepage field ☐ Seepage bed ☐ Sand filter ☐ Other: _____		
If other, what method of chlorination is used: _____		
Chlorinator with screw on cap present:	☐	☐
Chlorinator tube with corrosion resistant handle present:	☐	☐
Evidence of chlorination:	☐	☐
Where does the contact tank discharge to: <i>(Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.):</i>	_____	

Include all distances as described below.

NOTE: Be sure to attach drawing to this report.

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

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

Comments:

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

The septic tank does not need to be pumped at this time but it should be checked regularly and pumped as needed in the future. The outlet baffle in the septic tank is a 3" Tee and it should be a 4" Tee. The septic tank is undersized for this house. The first seepage field line is under the garage. This could affect how it functions. The seepage field is undersized for this house. This septic system does appear to be functioning at this time. The house is vacant and being used seasonally so the septic system could evaluate differently under normal water usage or full time use. The average life of a septic system is about 25 years. This septic system is 70 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

04-12-21

Date

LAKE BLOOMINGTON LEASE

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

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

Jonathon Astroth

(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 , Evinston,
County of ~~McLean, State of Illinois~~, hereinafter called "Les-
see," Marion, State of Florida

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, 2 in Block 9 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.

2. TERM OF LEASE. The term of this Lease shall be for a term commencing (**cross out the one
that does not apply**) (on the date of this Lease) (on January 1 following the date of this Lease)
and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.
3. RENT.

LESSEE'S NOTICE: This lease form, including the rental rate, is currently under review
by the City of Bloomington City Council (see City Code: Chapter 23, Section 58). Once
City staff has completed the updates to the lease form, it will be provided to you and will
thereafter be subject to City Council approval. Note for leases with an end date, prior to
this transfer, of January 1, 2032 or earlier, the updated lease form is likely to include a
change in the rental rate of this transfer and therefore, the rate change will also be applied
to this lease effective January 1, 2032 to December 31, 2131.

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

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

~~1) If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate
of 15¢ (\$.15) per \$100 of equalized assessed value (hereafter EAV) for said property, in-
cluding land and improvements, as determined by the Supervisor of Assessments of~~

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

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

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

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

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

4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.
5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.
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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.
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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

Jonathon Astroth

[REDACTED]

Lessee Billing Address

Jonathon Astroth

[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

[REDACTED]

Attest:

City Clerk



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

SUPPLEMENTAL ATTACHMENT TO LAKE BLOOMINGTON LOT LEASE

This Agreement is entered into by and between the City of Bloomington, McLean County, Illinois, a Municipal Corporation, (hereinafter, "Lessor") and Jonathon Astroth, (hereinafter, "Lessees") and is intended by the parties to be incorporated into and made a part of the lake lot lease between the parties for Lots 1 & 2 in Block 9 in Camp Potawatomie and enforceable under the terms of said lease.

1. The outlet baffle in the septic tank is not constructed properly. A new outlet baffle, properly constructed, must be installed. This must be completed prior to any residential occupancy.
2. A garage has been installed over a portion of the seepage field. If the septic system fails or needs to be repaired, a new septic system must be installed and contained entirely upon the leased lot.
3. Septic tank(s) are to be pumped no later than July 12, 2024, and once every three years following. Proof of pumping shall be submitted to the City of Bloomington.
4. Septic System shall be evaluated by a McLean County Health Department approved septic evaluator no later than July 12, 2024, and once every three years following. Proof of evaluation shall be submitted to the City of Bloomington.
5. This supplement lease agreement shall be enforceable under the terms of the lease it supplements in the same manner and to the same extent as the terms of the lease.

LESSOR:

City of Bloomington,
a Municipal Corporation

By: _____
Mboka Mwilambwe, Mayor

ATTEST: _____
Leslie Smith-Yocum, City Clerk

LESSEES:

Jonathon Astroth, Lessee



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

AGREED LEASE TERMINATION and RESCISSION

This Agreement is entered by and between the City of Bloomington (the City) and Jeffry Watson (Lessee). The parties hereto agree to terminate, rescind, nullify and void the lease entered into by them for premises commonly known as 25294 White Owl Lane, Hudson, Illinois signed by the Lessee on May 10, 2021.

This rescission shall become effective on the date that it has been signed by both parties.

City of Bloomington

Lessee

By: _____
Mboka Mwilambwe, Mayor

Jeffry Watson

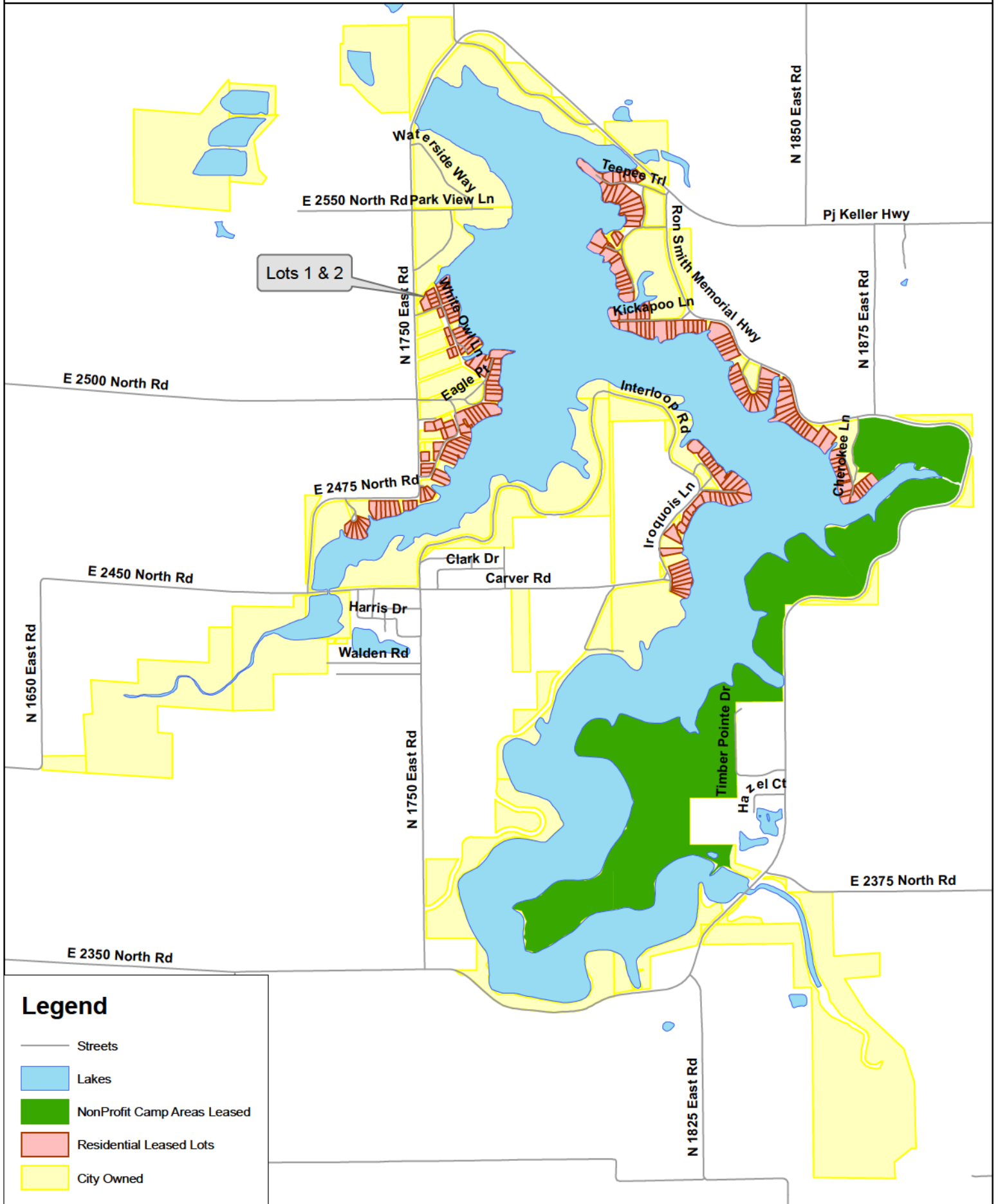
Date: _____

Date: 6/21/2021 | 11:21 AM CDT

Lake Bloomington Lease Map



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



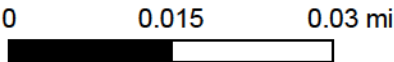
Lots 1 & 2, Block 9 Structure Map



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

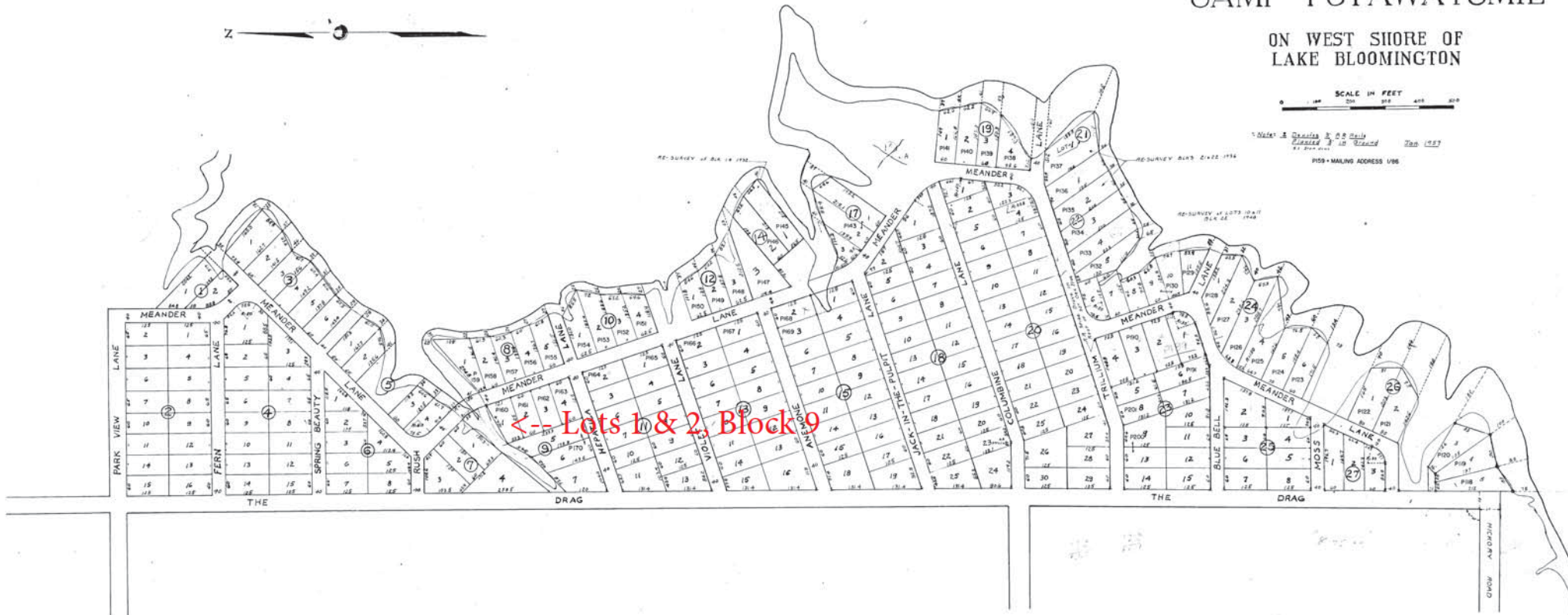


ON WEST SHORE OF
LAKE BLOOMINGTON

0 100 200 300 400 500
SCALE IN FEET

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

P159 • MAILING ADDRESS 1/96



ALL ADDRESSES HAVE CHANGED AS OF 11/1/2000

LB-12



REGULAR AGENDA



REGULAR AGENDA ITEM NO. 8.A

FOR COUNCIL: July 12, 2021

SPONSOR: Information Technology Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on the 2021-2023 IT Strategic Plan, as requested by the Information Technology Department.

RECOMMENDED MOTION:

The proposed 2021-2023 IT Strategic Plan be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The City of Bloomington Information Technology (IT) leadership team engaged with Info-Tech Research Group in June of 2020 to begin work on developing the IT Strategy. Through the preparations for the study and the engagement with Info-Tech Research Group, we reviewed organizational planning documents, IT initiatives, and diagnostic survey results.

Several common themes existed throughout the documents and the direct interactions.

The highlights are outlined below.

- The organization ran three separate diagnostics, uncovering some common themes within the organization, which were further investigated during the development of this strategy. These included but were not limited to concerns around data quality, analytical capabilities, client-facing technology, innovation, and the IT-Business level of interaction.
- The organization is planning for continued growth driven by technology expectations and requirements, changing priorities, new initiatives. This growth will put pressure on existing service and infrastructure and challenge the IT team as they work to strengthen existing operations while leveraging new emerging technologies.
- Risk mitigation is a necessary focus as the organization moves forward. Increasing regulatory requirements, growing cyber-security concerns, and challenges around project governance and prioritization are all key factors.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

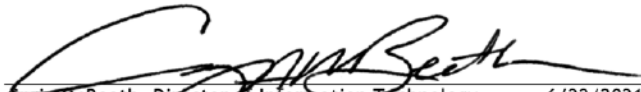
FINANCIAL IMPACT: All request for equipment, software and technology will be included by Information Technology as part of the annual budget process.

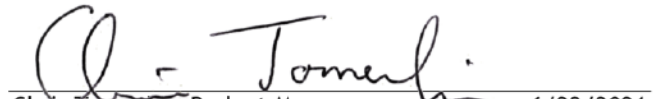
COMMUNITY DEVELOPMENT IMPACT: N/A

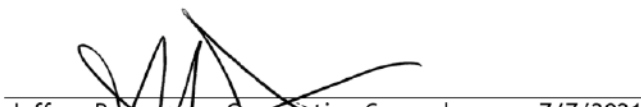
Respectfully submitted for Council consideration.

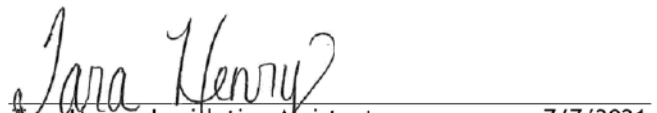
Prepared by: Craig McBeath, Director of Information Technology

Reviewed by:


Craig McBeath, Director of Information Technology 6/22/2021


Chris Tomertlin, Budget Manager 6/22/2021


Jeffrey R. Durgens, Corporation Counsel 7/7/2021


Tara Henry, Legislative Assistant 7/7/2021

Recommended by:


Tim Gleason, City Manager

Attachments:

- IT 1B Strategic Plan



2021–2023 IT Strategic Plan

Prepared for: Mayor and City Council

Date: 7/12/2021

Table of Contents

1. [Overview and Observations](#)
2. [Business Context](#)
3. [Target State of IT](#)
4. [Current State of IT](#)
5. [Gaps & Initiatives](#)
6. [Roadmap](#)
7. [Conclusions and Next Steps](#)

An effective IT strategy demonstrates how IT supports the organization

An Information Technology (IT) strategy provides a holistic view of the current IT environment, the future direction and the initiatives required to achieve the desired future state.

- An IT strategy is defined based on the business imperatives it enables, not the technology used to accomplish this.
- It should support nimble, reliable and efficient responses to strategic objectives.
- It guides the prioritization of initiatives and investments, focused on driving organizational value, while ensuring alignment between IT and the organization.

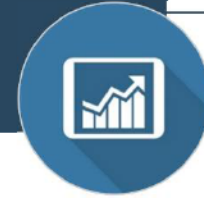
- Defining an IT strategy means organizing IT's financial, technical and human resources around the organization's goals, and providing oversight to manage risks.
- IT decisions are made with a focus on long-term investments.
- IT initiatives are prioritized and ordered based on an enterprise-first approach.

IT



- An IT strategy ensures the wise investment of organizational dollars on IT initiatives that help achieve organizational goals and objectives while driving future growth.
- An IT strategy enables the alignment of IT activities with organizational objectives and sets expectations about what can be achieved.

Organization



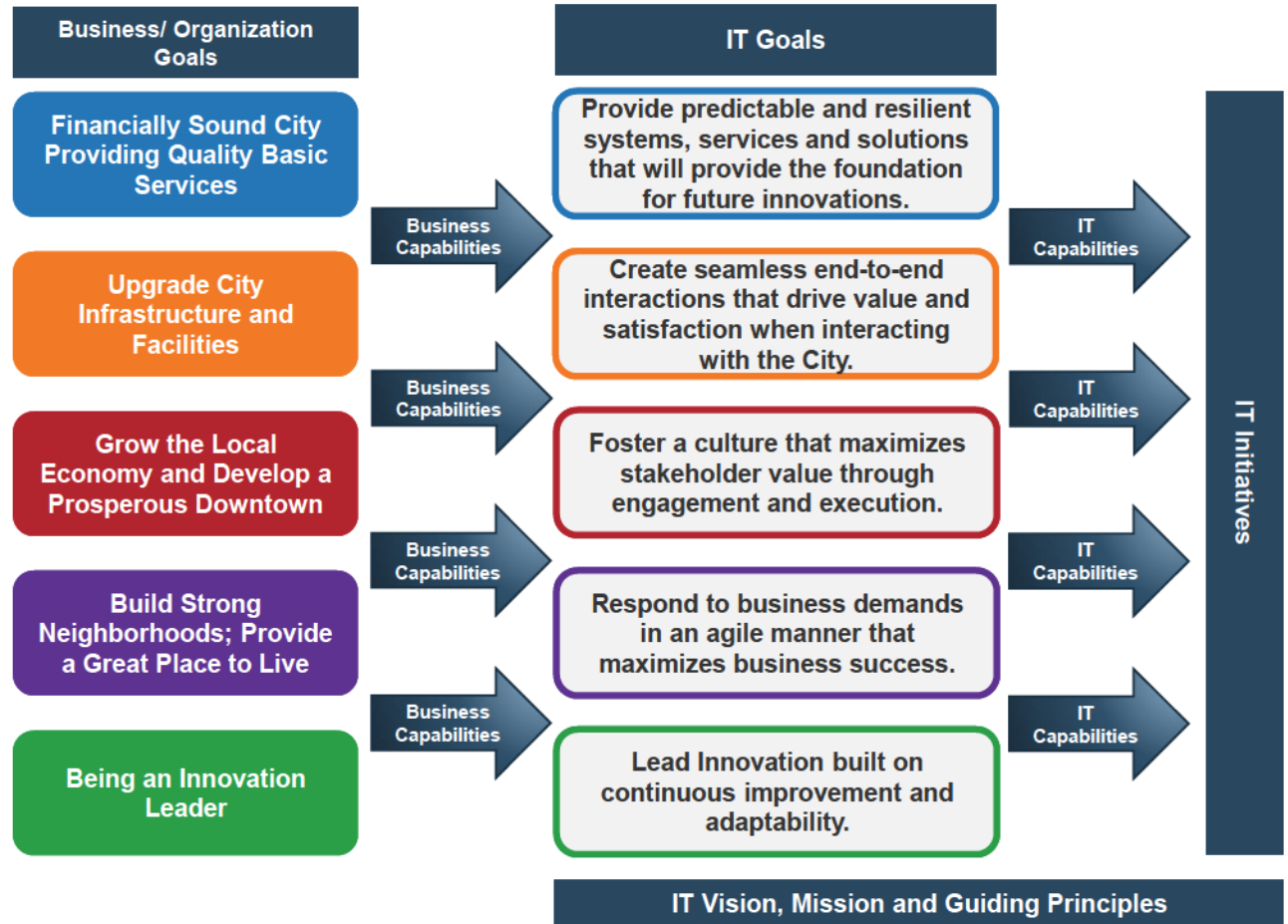
IT Strategy

IT Vision

To be the City's trusted technology provider and innovation leader.

IT Mission

Delivering business-driven technologically innovative solutions to support the City's strategic imperatives.



1 Overview and Observations

Initial Observations

- The City of Bloomington IT leadership team engaged with Info-Tech Research Group in June of 2020 to begin work on developing the IT Strategy. Through the preparations for the study and the engagement with Info-Tech Research Group, we reviewed organizational planning documents, IT initiatives, and diagnostic survey results.
- Several common themes existed throughout the documents and the direct interactions. The highlights are outlined below.
 - The organization ran three separate diagnostics uncovering some common themes within the organization which were further investigated during the development of this strategy. These included, but were not limited to, concerns around data quality, analytical capabilities, client facing technology, innovation and the IT-Business level of interaction.
 - The organization is planning for continued growth driven by, technology expectations and requirements, changing priorities, new initiatives . This growth, will put pressure on existing service and infrastructure and challenge the IT team as they work to both strengthen existing operations while leveraging new emerging technologies.
 - Risk mitigation is a necessary focus as the organization moves forward. Increasing regulatory requirements, growing cyber-security concerns, and challenges around project governance and prioritization are all key factors.

2 Business Context

Organizational Goals

- Financially Sound City Providing Quality Basic Services
- Upgrade City Infrastructure and Facilities
- Grow the Local Economy and Develop a Prosperous Downtown
- Build Strong Neighborhoods; Provide a Great Place to Live
- Being an Innovation Leader

City of Bloomington Vision and Mission

Vision

Bloomington 2025 is a beautiful, family friendly city with a downtown – the heart of the community and great neighborhoods. The City has a diverse local economy and convenient connectivity. Residents enjoy quality education for a lifetime and choices for entertainment and recreation. Everyone takes pride in Bloomington.

Mission

The Mission of the City of Bloomington is to be financially responsible providing quality, basic municipal services at the best value. The city engages residents and partners with others for community benefit.

City of Bloomington Goals

Goal	Financially Sound City Providing Quality Basic Services	Upgrade City Infrastructure and Facilities	Grow the Local Economy and Develop a Prosperous Downtown	Build Strong Neighborhoods; Provide a Great Place to Live	Being an Innovation Leader
Goal Detail	City acting as a responsible steward of public resources while delivering cost-effective solutions that maximize tax dollars and fees. Customer friendly City services will be delivered in response to citizens' needs.	Enhancing City infrastructure with well-designed, well –maintained City facilities emphasizing productivity and customer service. Invest in the City's future through realistic, funded capital improvement program.	Establish a more diverse local economy and tax base that is better insulated from economic trends. Resulting in less burden on residential taxpayers and protecting property values. Create a regional destination for entertainment, financial center, and seat of government in the City's historic downtown area.	Provide neighborhoods with quality homes and infrastructure by ensuring personal safety and security. Neighbors working together, helping each other, partnering with the City. Well planned City providing necessary services and infrastructure that provide citizens with appropriate leisure and recreational opportunities, incorporating environmentally sustainable concepts.	Position the City as a leader in innovation by investing in technology, training and staffing to support the City's goals and local economic development opportunities. Respond to customers needs through collaboration with area leaders and business by delivering strong, timely IT solutions.

Common themes from stakeholder interviews / roundtables

Themes	Description
Project Prioritization	There is a lack of clear of project prioritization from the organization side, which has caused resources to be spread too thin resulting in delays or delivery quality issues. Ensuring priority projects align with long-term strategy will help dedicate the necessary capacity towards the most important tasks.
Adaptive Technology	Technology available for internal and citizen-facing processes has not kept up with the rate of change, which is driven by industry advancement and citizen expectations.
Regulatory Changes	Regulatory changes, as well as the rate of regulatory change, are areas where IT can play a role in ensuring compliance.
Security	With increasing digitization, the City opens itself up to more cyber security risk. Given the nature of the industry, a security breach would present a significant risk to the City's reputation and could negatively impact services to citizens.
Innovation	There is a need to achieve a balance between incremental and disruptive innovation. IT needs to be an advisor to the City in terms of emerging technology that can help solve business problems.
IT as a Partner	We need Departments within the City to work together to generate solutions for business problems. For this to work, IT needs to improve its operational awareness, and the operating departments need to engage IT in strategic conversations early in the process.
Sustained Growth	Continued growth driven by population expansion and changing demographics. This will put pressure on existing services and infrastructure and IT will need to automate existing operations by leveraging new emerging technologies.
Citizen Self-Service	Citizens need faster and more seamless experience to access city services without having to come to City Hall during business hours. Online Self-Service website will accomplish this by streamlining the current processes, which relies heavily on paper forms.
Succession Planning	Certain IT staff are essential through their vast and specialized knowledge, and their loss would present a significant risk. A highly tenured workforce is both a strength and a challenge in terms of ensuring the organization has the right skills to keep up with industry changes and aligning skillsets with long-term strategy.

3 Target State of IT

Financially Sound City Providing Quality Basic Services

Organizational Goal & Initiatives	IT Implication
Financially Sound City Providing Quality Basic Services Citizen Service Hub Citizen Experience Improvement Modernize Business Processes Easier Citizen Interaction	• More cross-training to ensure IT isn't "one deep" in terms of expertise. • Leverage consultants in order to manage processes (can help with staffing issues) • Improve communication around setting IT expectations between internal staff and department groups regarding responsibilities and ownership • Look at what IT currently has and what is needed to support the organization to the level the departments' need (example: staffing levels required to support operations) • Define Service Level Agreements (SLA) to improve services provided • Need to identify primary owners for application support, who the contacts are if you need to go back to the vendor • Refine processes to make them more streamlined (onboarding, training) • Formalize ownership of application data. • Formalize and implement governance and data retention policies • Clarify and communicate IT staff expectations for support and coverage • Evaluate resource capacity to better handle demand management • Initiate stakeholder feedback process cycle • Stay current with technology • Define and build the relationship between the IT and department groups (define roles and responsibilities), create standard processes around communication • IT needs to be engaged at a stage where we can effectively recommend solutions. • IT needs to learn more about the different operational units • Define IT budget requirements across all departments

Upgrade City Infrastructure and Facilities

Organizational Goal & Initiatives	IT Implication
Upgrade City Infrastructure and Facilities Maximize Staff Productivity Public Safety Camera system expansion Develop a Managed Service Strategy Enhance and Modernize the Water Distribution System	• Explore alternatives to address public meeting technical requirements with staff augmentation • Evaluate systems to determine business requirements and recommend necessary solutions • Formalize and implement governance and data-retention policies • Enhance staff training opportunities to address knowledge gaps with existing systems • Leverage consultants in order to manage processes (can help with staffing issues) • Improve communication around setting IT expectations between internal staff and department groups regarding responsibilities and ownership • Look at what IT currently has and what is needed to support the organization to the level the departments' need (example: staffing levels required to support operations) • Manage Service Level Agreements (SLA) to improve services provided • Identify primary owners for application support, who the contacts are if you need to go back to the vendor • Refine processes to make them more streamlined (onboarding, training) • Clarify and communicate IT staff expectations for support and coverage • Evaluate resource capacity to better handle demand management; define core vs. non-core processes • Build relationships between IT and department groups (Define roles and responsibilities and create processes around communication) • Leverage vendor expertise where deficiencies exist and cross-train to ensure staff isn't "one deep" • Consult on the design of a network infrastructure plan that will provide long-term growth and compatibility with both existing and new systems

Grow the Local Economy and Develop a Prosperous Downtown

Organizational Goal & Initiatives	IT Implication
Grow the Local Economy and Develop a Prosperous Downtown Enhance Shared Data Opportunities Citizen Experience Improvement Enhance Public Safety Use Innovation to Enhance Customer Experience	• Upgrade current Geographic Information System Mapping (GIS) environment to provide enhanced services to multiple business groups • Educate City departments on GIS capabilities • Create GIS Coordinator position to manage the GIS for the City and third-party resources • Leverage consultants in order to manage processes (can help with staffing issues) • Improve communication around setting IT expectations between internal staff and department groups regarding responsibilities and ownership • Leverage communication methods to enhance our ability to inform and educate external stakeholders • Define Service Level Agreements (SLA) to improve services provided • Formalize ownership of application data • Evaluate resource capacity to better handle demand management • Initiate stakeholder feedback process cycle • Build relationships between IT and department groups (define roles and responsibilities) • Be engaged at a stage where we can effectively recommend solutions. • Learn more about the different operational units • Define IT budget requirements across all departments

Build Strong Neighborhoods; Provide a Great Place to Live

Organizational Goal & Initiatives	IT Implication
Build Strong Neighborhoods; Provide a Great Place to Live Demographic-based Urban Expansion Plan Enhance Public Safety through Technology Streamlined, High-value easy community services Environmentally sustainable support service methods	• Leverage technology to educate citizens on all the amenities offered by the City, work together with area partners (BNCVB, Mclean County Economic Development Council, and Parks and Rec) • Next-Gen 911 system upgrades – need to support network expansion to facilitate increased reliability and capacity • Police Security Camera Network expansion – IT to provide enhanced support to cover 24x7 requirements for emergency responders • Wireless Water Meter Network build-out • Develop Green Initiatives through data-driven decisions • Identify gaps in recycle program to help educate citizens on what can be accepted and where • Leverage consultants in order to manage processes (can help with staffing issues) • Define IT budget requirements across all departments

Being an Innovation Leader

Organizational Goal & Initiatives	IT Implication
Be an Innovation Leader Modernize City Services with Technology Investments Partner with local Educational Institutions Sponsor Community Activities that Promote Innovation Enhance Shared Services Model with Area Partners	• Develop a stronger working relationship with Technology Commission • Play a more active role by identifying and proposing Smart City initiatives • Leverage role on the Bloomington/Normal Technology alliance to seek collaboration on new initiatives • Require qualified resources to support expanded activates on Technology commission, sub-committees and Technology alliance • Enhance stakeholder relationship to build alliance with external parties • Establish a mentor for internship and/or cooperative candidates • Need to stay current with technology; put more focus on innovation and emerging technologies • Seek alternative methods to keep current with the latest technologies • Solidify relationships with local educational institutions and sponsor activities that would help cultivate innovation opportunities • Encourage staff to think innovatively • Standardize existing data in a format that is accessible to necessary stakeholders • Foster collaboration between government agencies

IT Strategy Scope

Breadth

The IT strategy will cover all IT implication perspectives.

Depth

The depth of coverage for the IT strategy will be at the initiative level.

Organizational Coverage

The IT Strategy will cover all operations within the City of Bloomington.

Planning Horizon

The planning horizon of the IT strategy will be to the end of 2023.

IT Vision & Mission

Vision

To be the City's trusted technology provider and innovation leader.

Mission

Delivering business-driven technologically innovative solutions to support the City's strategic imperatives.

IT Guiding Principles

IT Principle	IT Principle Statement
Business satisfaction	We collaboratively deliver the best possible solutions for our stakeholders.
Cost-effectiveness	We are cost-conscious in making technology decisions and delivering solutions, being mindful of long-term value.
Enable a data-driven organization	We enable data creation and modification for use enterprise wide in support of stakeholder requirements and in compliance with data governance policies.
Enhance > buy > build	We leverage existing assets. If we can't reuse, we procure externally. As necessary, we may recommend custom solutions.
Enterprise-wide focus	We aim to provide maximum long-term benefits to the organization while optimizing resource allocation, mitigating risks and complying with laws and regulations.
Innovation	We seek innovative ways to optimize and expand services through technology.
Manage technical diversity	We manage the variety of technology platforms and services we use in the best interests of the organization.
Secure the enterprise data and systems	We secure the enterprise to ensure the confidentiality, integrity and availability of citizen and organizational data.
Simplicity	We choose customer-centric solutions that are customer centric that reduce operational complexity and improve user experience.
Teamwork	We foster a people-first culture of innovation and continuous improvement.
The best solution at the right time	We maintain and provide solutions that are fit for purpose, scalable and flexible to provide public value.

A335 reword to remove custom solutions
Author, 9/16/2020

IT Goal Alignment to Organizational Goals

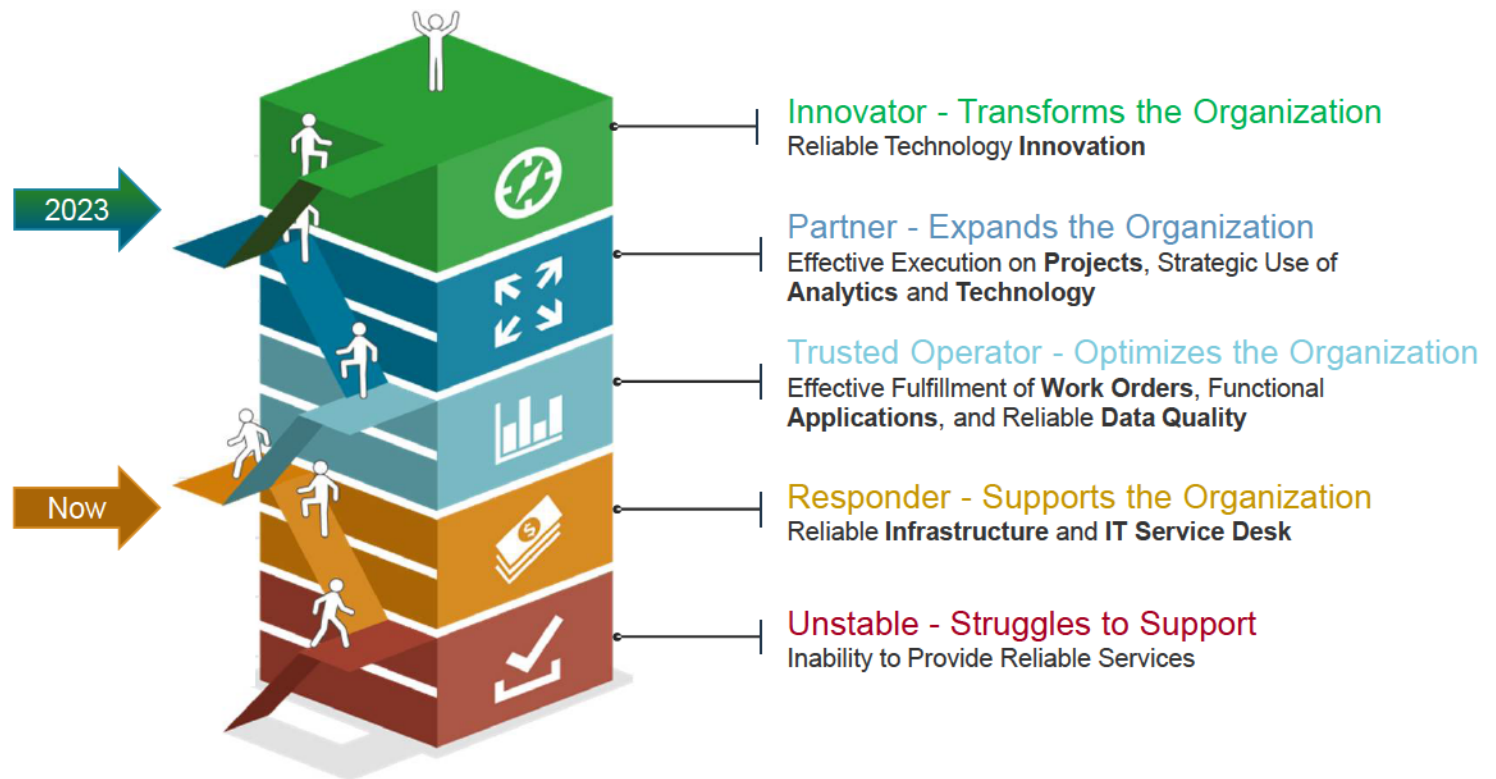


Target state maturity of the IT department

The IT team currently operates in the *Responder* level.

By the end of the current IT strategic plan, in 2023, the team would like to move up the maturity ladder to *Partner / Innovator*

It is important to note, that the IT department currently has processes and capabilities that operate in the higher levels, but overall, functions as a *Responder*.



Target State IT Capabilities



Provide predictable and resilient systems, services and solutions that will provide the foundation for future innovation.

Performance Measurement

IT Management & Policies

Business Continuity

IT Organizational Design

Manage Service Catalogs



Create seamless end-to-end interactions that drive value and satisfaction when interacting with the City.

Stakeholder Relations

Availability & Capacity Management

Operations Management

Business Value

Quality Management



Foster a culture that maximizes stakeholder value through engagement and execution.

Stakeholder Relations

IT Governance

Project Delivery (PM, PPM, RG)

Human Resources Management

Service Management



Lead Innovation built on continuous improvement and adaptability.

Organizational Change Management

Data Quality

Business Intelligence & Reporting

Innovation

Leadership, Culture & Values



Respond to business demands in an agile manner that maximizes business success.

IT Organizational Design

Enterprise Architecture

Project Delivery (PM, PPM, RG)

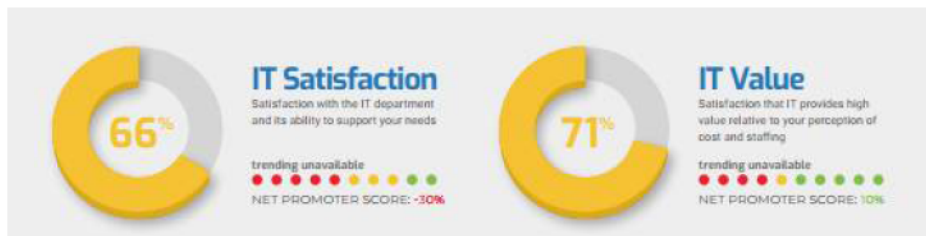
Cost & Budget Management

Release Management

4 Current State of IT

The Business' View of IT

Organizational stakeholders were surveyed on their views of IT. Results showed a high level of importance on Network and Communication Infrastructure and Devices, and low levels of satisfaction with Innovation and Client-Facing Technology.



		Satisfaction		Importance
Help Desk	Satisfaction with responsiveness and effectiveness of help desk	80*	trending unavailable	8 TH
Data Quality	Satisfaction with providing reliable and accurate data	77*	trending unavailable	9 TH
Devices	Satisfaction with desktops, laptops, mobile devices etc.	75*	trending unavailable	1 ST
Work Orders	Satisfaction with small requests and bug fixes	75*	trending unavailable	10 TH
IS Policies	Satisfaction with policy design and enforcement around security, governance, etc...	75*	trending unavailable	13 TH
IS Security	IS Security	75*	trending unavailable	7 TH
Requirements Gathering	Satisfaction with BA's ability to understand and support the business	73*	trending unavailable	12 TH
Analytical Capability and Reports	Satisfaction with effective standard reports, custom reports capability, and the ability to generate business insights	72*	trending unavailable	11 TH
Network & Comm. Infrastructure	Satisfaction with reliability of comm. Systems and networks	71*	trending unavailable	1 ST
Business Apps	Satisfaction with applications and functionality	66*	trending unavailable	3 RD
Projects	Satisfaction with large department or corporate projects	60*	trending unavailable	5 TH
IT Innovation Leadership	Satisfaction with providing opportunities for innovation and innovation leadership to improve the business	59*	trending unavailable	6 TH
Client-Facing Technology	Satisfaction with user experience and effectiveness	56*	trending unavailable	4 TH

Themes from the Stakeholder Satisfaction Survey

Themes	Detail
Trusted Staff	General feeling that although IT satisfaction has been low in recent years the IT team is heading in the right direction and the organization is noticing improvements.
Low Staffing	Multiple departments expressed a desire for additional permanent staff. IT projects are delivered in a satisfactory manor but tend to be delayed due to lack of IT staff availability.
Lack of End-User Training	General lack of awareness around the data services and systems that IT provides.
Be More Strategic	Current environment is more reactive due to lack of resources and time. Look to be more strategic in our delivery of services.
Functional Apps Not Fully Implemented	Multiple respondents expressed frustration with the fact that functional apps were cumbersome to navigate. There is a desire for greater streamlining of apps so that time is not wasted on manual processes that could be automated (sentiment that apps are bogged down by unnecessary functions).
Project Portfolio Management	Deliver projects through the use of project portfolios and project management methodology. Better communication on the tasks or impacts to other projects or business areas.
Future of Technology	General belief that technology will be a driving force to optimize performance into the future, mixed feelings about how IT is currently poised to support this. Looking for IT to be more innovative.
Work Orders vs Projects	Higher satisfaction with work orders than projects shows that the IT department may be focused on putting out fires. This could be due to resource and budget constraints or prioritization.
Client-Facing Technology Improvements	Strong desire for daily backups of employee computers.

Comparison to Government Sector Benchmarking



Business Satisfaction and Importance for Core Services

The core services of IT are important when determining what IT should focus on. The most important services with the lowest satisfaction offer the largest area of improvement for IT to drive business value.

		Satisfaction	Percentile
Help Desk	Satisfaction with responsiveness and effectiveness of help desk.	80	1% below industry 39 TH
Data Quality	Satisfaction with providing reliable and accurate data.	77	4% above industry 60 TH
Devices	Satisfaction with desktops, laptops, mobile devices etc.	75	2% below industry 33 RD
Work Orders	Satisfaction with small requests and bug fixes.	75	1% below industry 41 ST
IS Policies	Satisfaction with policy design and enforcement around security, governance, etc...	75	2% above industry 58 TH
IS Security	IS Security	75	5% below industry 19 TH
Requirements Gathering	Satisfaction with BA's ability to understand and support the business.	73	3% above industry 58 TH
Analytical Capability and Reports	Satisfaction with effective standard reports, custom reports capability, and the ability to generate business insights.	72	5% above industry 68 TH
Network & Comm. Infrastructure	Satisfaction with reliability of comm. Systems and networks.	71	5% below industry 17 TH
Business Apps	Satisfaction with applications and functionality.	66	6% below industry 16 TH
Projects	Satisfaction with large department or corporate projects.	60	9% below industry 13 TH
IT Innovation Leadership	Satisfaction with providing opportunities for innovation and innovation leadership to improve the business.	59	8% below industry 15 TH
Client-Facing Technology	Satisfaction with user experience and effectiveness.	56	10% below industry 9 TH

City Manager – IT Alignment

This diagnostic study provides the first steps to building IT-Business alignment that optimizes IT and drives business value.

Identifying gaps in alignment between executive administration and IT is essential to determine where we need to focus our efforts.

The following is a summary of the main themes from the City Manager – IT Director alignment diagnostic:

- This study found many of the core areas to be in alignment. Those areas included: overall satisfaction, IT budget allocation, innovation, and IT priorities.
- While there were no significant gaps indicated, some of the areas that did show a difference in alignment were: IT project review, IT quality management, and IT risk assessment.

IT Pain Points – City Manager and IT Director may experience different pain points based on the nature of their roles. The responsibility for minimizing these pains lies with IT. This also provides areas that need to be prioritized.

Pain Point	CEO Score	CIO Score	Result
IT limits affecting business innovation and agility	Major Pain	Major Pain	Non-negotiable – Resolve
Business frustration with IT failure to deliver value	Major Pain	Major Pain	Non-negotiable – Resolve
Senior management unwilling to sponsor IT	Minor Pain	Major Pain	Non-negotiable – Resolve
Staff sufficiency, skill, and engagement issues	Minor Pain	Major Pain	Non-negotiable – Resolve
Audit-discovered IT issues	Minor Pain	Major Pain	Non-negotiable – Resolve
Resource waste from duplication	Minor Pain	Minor Pain	Imminent – Strategize
Outsourced SLAs not being met	Minor Pain	Minor Pain	Imminent – Strategize
Hidden and rogue IT spending	No Pain	Major Pain	Imminent – Strategize
Ineffective, late or over budget IT changes	Minor Pain	No Pain	Negligible – Monitor
IT-related business risk incidents	Minor Pain	No Pain	Negligible – Monitor
Complex IT operating models	No Pain	Minor Pain	Negligible – Monitor
Failure to meet regulatory requirements	No Pain	Minor Pain	Negligible – Monitor

IT's View of IT

The IT leadership team was surveyed on their view of core IT process, from both an effectiveness and an importance perspective.

IT Governance, IT Strategy, Security Strategy, Stakeholder Relations, Business Continuity and Application Maintenance were some areas identified as high importance and low effectiveness.

Security Management, External Compliance and Requirements Gathering were viewed as being both highly effective and highly important.

STRATEGY & GOVERNANCE

EDM01
IT Governance

APO02
IT Strategy

MEA01
Performance Measurement

EDM02
Business Value

APO05
Cost & Budget Management

APO10
Vendor Management

FINANCIAL MANAGEMENT

APO01
IT Management & Policies

APO04
Innovation

APO08 EDM05
Stakeholder Relations

BAI08
Knowledge Management

EDM04
Cost Optimization

PEOPLE & RESOURCES

APO07
Human Resources Management

ITRG01
IT Organizational Design

ITRG02
Leadership, Culture & Values

ITRG03
Manage Service Catalog

SERVICE PLANNING & ARCHITECTURE

AP003
Enterprise Architecture

AP009
Service Management

AP011
Quality Management

IT Management & Governance Framework

A comprehensive and connected set of research to help you optimize and improve your core IT processes

INFO~TECH
RESEARCH GROUP

INFRASTRUCTURE & OPERATIONS

BAI04
Availability & Capacity Management

BAI09
Asset Management

DSS01
Operations Management

BAI06
Change Management

BAI10
Configuration Management

DSS02
Service Desk

SECURITY & RISK

DSS05
Security Management

AP012 EDM03
Risk Management

BAI07
Release Management

DSS03
Incident & Problem Management

AP013
Security Strategy

DSS06 MEA02
Business Process Controls & Internal Audit

ME03
External Compliance

DSS04
Business Continuity

DSS04
Disaster Recovery Planning

APPLICATIONS

ITRG04
Application Portfolio Management

BAI03
Enterprise Application Selection & Implementation

BAI03
Application Development Throughput

BAI07
Application Development Quality

ITRG05
Application Maintenance

BAI05
Organizational Change Management

DATA & BI

ITRG06
Business Intelligence & Reporting

ITRG07
Data Architecture

ITRG08
Data Quality

AP005
Portfolio Management

BAI01
Project Management

BAI02
Requirements Gathering

PPM & PROJECTS



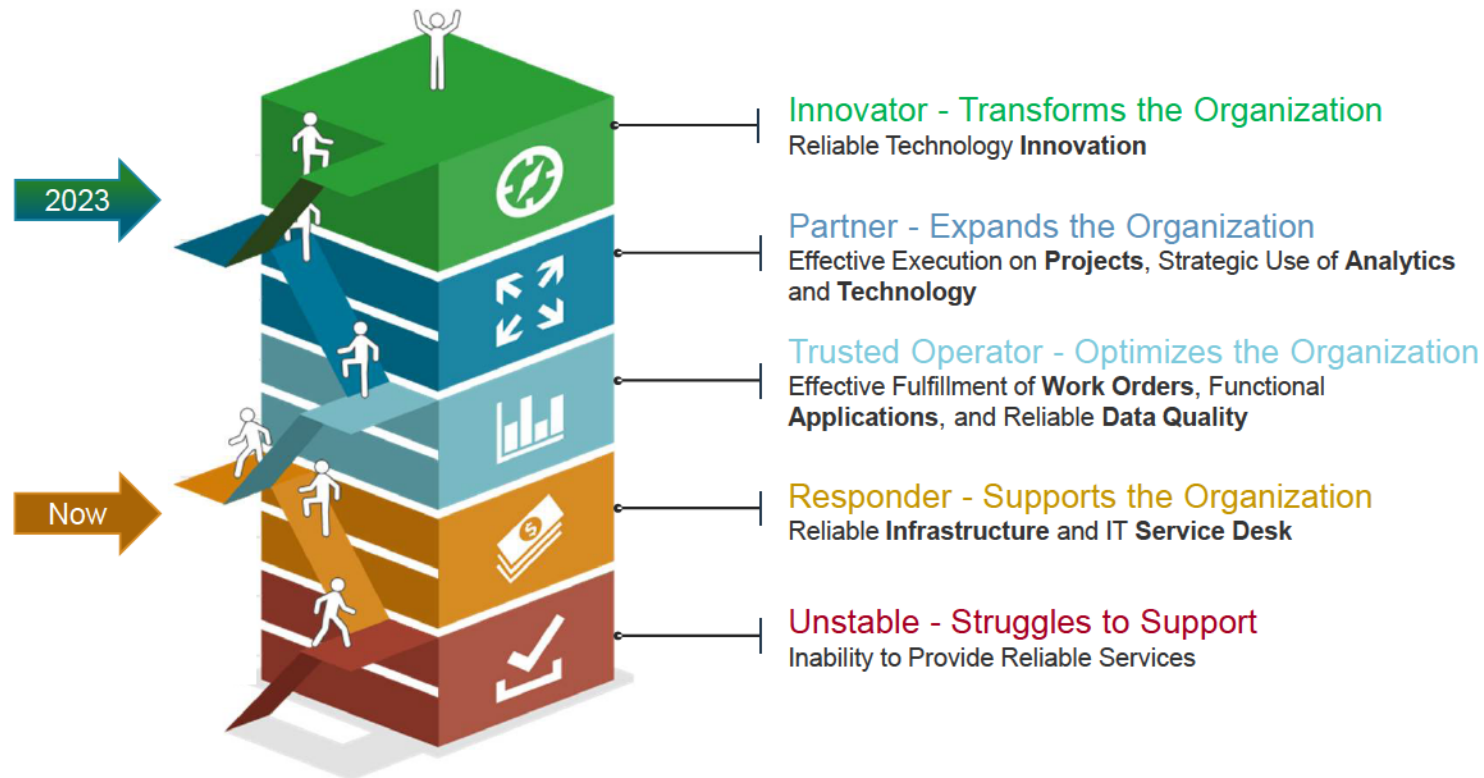
Assessing IT Capabilities

Focus Areas	Detail
Stakeholder Relations	• Provide IT involvement, knowledge and advice for stakeholders to deliver impactful solutions.
Project Management	• Determine the priority of initiatives (service) and monitor the delivery of the overall portfolio.
Analytical Capability and Reports, Business Reporting	• Build solutions that work together and share information within and between city departments. (This includes Operations Management, Dashboarding, Tracking, and Replacement of departmental data repositories.)
IT Governance	• Ensure awareness and understanding of technology decisions and impact on processes and operations.
IT Organizational Design	• Clearly define the operating model and architecture for how IT is organized to deliver on business needs and strategies.
Vendor Management	• Provide shared oversight, consistency and accountability on vendor commitments and delivery. Negotiate contract terms including responsibilities and penalties, joint work with procurement.
Data Quality	• Focus on accuracy and completeness in data management to meet organizational goals and objectives.
Requirements Gathering	• Need additional resources to support departments and deliver key technology initiatives. IT is critical: Right resources at right time (both IT and Departments).

Current State SWOT Analysis

	Helpful <i>to achieving the objective</i>	Harmful <i>to achieving the objective</i>
Internal origin <i>attributes of the organization</i>	Strengths • Strong internal collaboration / communication • People – hard working, quality work, skilled, engaged • Service orientation • Good Understanding of Business Processes • End User communication and engagement (Help Desk) • Project management capability continues to Improve • Manage large quantities of data • High availability of systems	Weaknesses • Asset management • Resource / staffing capacity constraints • Insufficient resources to meet customer demand • Capacity and demand management • Quality management • Failure to meet project delivery expectations • Work prioritization and governance
External origin <i>attributes of the environment</i>	Opportunities • Cloud computing, SaaS, disruptive technology • Enterprise tools (PM, testing, monitoring, automation, etc.) • Public / Private partnerships • Become more flexible and agile • Ongoing risk management	Threats • Outages of external vendors • Economic downturn • Change in government / officials / policy / legislation • Unplanned / unfunded / ad-hoc customer requests • Population growth requiring more services • Natural disasters • Siloed culture

Current and Desired Level of IT Maturity



5

Gaps and Initiatives

Overall Gap Analysis

To support the business in achieving its strategic imperatives, IT identified key capabilities that represent opportunities for growth within the following domains:

- IT Strategy & Governance
- IT Organizational Design
 - Security Administration
 - Staff Augmentation
- Project & Portfolio Management
- Service & Quality Management
- Asset & Change Management

Key IT Capabilities Gaps



Provide predictable and resilient systems, services and solutions that will provide the foundation for future innovation.



Create seamless end-to-end interactions that drive value and satisfaction when interacting with the City.



Foster a culture that maximizes stakeholder value through engagement and execution.



Lead Innovation built on continuous improvement and adaptability.



Respond to business demands in an agile manner that maximizes success.

IT Governance

Data Quality

Cost Optimization

IT Strategy

Application Design and Management

Security Strategy

Business Value

Stakeholder Relations

Innovation

Enterprise Architecture

Incident and Problem Management

Enterprise Application Selection and Implementation

Project Delivery (PM, PPM, RG)

Data Architecture

Requirements Gathering

IT Organizational Design

Application Design and Management

Human Resources Management

Requirements Gathering

Business Value

Manage Service Catalogs

Performance Measurement

Service Management

Business Value

Security Management

Current IT Initiatives to IT Goals



Provide predictable and resilient systems, services and solutions that will provide the foundation for future innovation.



Create seamless end-to-end interactions that drive value and satisfaction when interacting with the City.



Foster a culture that maximizes stakeholder value through engagement and execution.



Lead innovation built on continuous improvement and adaptability.



Respond to business demands in an agile manner that maximizes success.

Refresh end-user devices

Application lifecycle management review and analysis

Leverage data to make sound business decisions

Service Management enhancement

Strengthen device management practices

Call center upgrade to provide a simplified user experience

Redesign and refresh of City websites

Connect disparate systems to promote better citizen service

Enhance customer experience through modernization of systems

IT strategy rollout to IT team

IT culture review with senior leadership

Survey and poll department stakeholders for feedback

Investigate managed services to enhance stakeholder value

ERP upgrade planning

Service desk software and asset management tool upgrade

Current industry membership review

Engagement of third parties for learning and training

Upgrade core infrastructure to increase uptime and performance

Improve portfolio development of projects and priorities

Internal process and audit reviews

Proactively monitor, audit, and mitigate risk exposure

Future IT Initiatives to IT Goals



Provide predictable and resilient systems, services and solutions that will provide the foundation for future innovation.



Create seamless end-to-end interactions that drive value and satisfaction when interacting with the City.



Foster a culture that maximizes stakeholder value through engagement and execution.



Lead innovation built on continuous improvement and adaptability.



Respond to business demands in an agile manner that maximizes success.

Service catalog creation

Continue to enhance City Services Hub capabilities

Add IT policies to meet gaps

Improve data quality using standards

Establish enterprise architecture practice

Redesign IT organization

Implement performance management

Formalize service and quality management

Enhance requirements gathering process

Design security strategy

Improve stakeholder relations

Implement single-pane-of-glass solution to pay for City services

Establish regular reviews with department stakeholders

Establish data architecture best practice

Review intake process for IT projects

Expanding access to City services through technology

Optimize use of infrastructure to meet business workloads

IT Initiative Prioritization

The IT initiatives identified were prioritized against the following criteria: Strategic Alignment, Capacity to Execute, Business Value, Risk / Mandatory Requirement, Cost/Budget.

Strategic Alignment criteria was based on a separate prioritization of all IT Goals.

Prioritization Criteria	Weighting
Strategic Alignment	25%
Capacity to Execute	15%
Business Value	20%
Risk / Mandatory Requirement	30%
Cost / Budget	10%

Top 25 IT Initiatives	Priority
Storage Area Network Upgrade	1
Core Network Infrastructure Modernization	2
FOIA Management Solution Implementation and Training	3
Timekeeping System Upgrade and Testing	4
City Phone System (VOIP) Infrastructure Upgrade	5
GIS Enterprise Upgrade	6
Lifecycle Management of End User Devices	7
Enterprise Resource Planning (MUNIS ERP) Solution Roadmap	8
Public Works SCADA upgrade / Risk and Resiliency Audit and Mitigation Requirements	9
Internet Service Provider Resilience Measures	10
Enable Technology to Support City Boards, Commissions and Committee Meetings	11
Critical Software and Systems Maintenance Management	12
City Private Wireless Network Expansion	13
Invest in IT Staff Professional Development	14
Employee Security Awareness	15
Fire Station Alerting System Implementation	16
City Services Hub	17
Migrate SharePoint Farm workloads to SharePoint Online	18
NeoGov Human Resources Applicant Tracking Integration	19
City Staff Technical Training Opportunities	20
Enterprise Print Management: Evaluation, Optimization, and Implementation	21
Golf Management System Migration and Implementation	22
Expansion of Microsoft Teams functionality for added collaboration capability	23
Bloomington Election Commission support	24
Online Form Migration for Usability and Accessibility	25

6 Roadmap

Timeline of IT Strategic Initiatives by Priority

Priority	Initiatives	2021				2022				2023				Ongoing
		Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	
1	Core Network Infrastructure Modernization	■	■	■	■	■	■	■						
2	Storage Area Network Upgrade and Optimization		■	■	■	■	■	■	■	■				
3	FOIA Management Solution Implementation and Training	■	■	■										
4	Kronos System Upgrade and Testing	■	■	■	■									
5	City Phone System (VOIP) Infrastructure Upgrade			■	■	■	■	■	■					
6	GIS Enterprise Servers / License Upgrade	■	■	■	■									
7	Lifecycle Management of End User Devices	■	■	■	■	■	■	■	■	■	■	■	■	→
8	Enterprise Resource Planning (MUNIS ERP) Solution Roadmap	■	■	■	■	■								
9	Public Works SCADA upgrade / Risk and Resiliency Audit and Mitigation Requirements	■	■	■										
10	Internet Service Provider Resilience Measures	■	■	■	■									
11	Enable Technology to Support City Boards, Commissions and Committee Meetings	■	■	■	■	■	■	■	■	■	■	■	■	→
12	Critical Software and Systems Maintenance Management	■	■	■	■	■	■	■	■	■	■	■	■	→

Timeline of IT Strategic Initiatives by Priority

Priority	Initiatives	2021				2022				2023				Ongoing
		Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4	
13	City Private Wireless Network Expansion													
14	Invest in IT Staff Professional Development													→
15	Employee Security Awareness													→
16	Fire Station Alerting System Implementation													
17	City Services Hub													
18	Migrate SharePoint Farm workloads to SharePoint Online													
19	City / County Shared Meeting Space													
20	NeoGov Human Resources Applicant Tracking Integration													
21	City Staff Technical Training Opportunities													→
22	Enterprise Print Management: Evaluation, Optimization, and Implementation													
23	Golf Management System Migration and Implementation													
24	Expansion of Microsoft Teams functionality for added collaboration capability													→

7 Conclusion and Next Steps

Communication of the IT Strategy

In order to ensure that City of Bloomington IT strategic plan is clearly communicated across both the IT and organization, the following rollout strategy was developed.

Audience	Channel	Level of Detail	Description	Timing
IT Management Team	Email, Meetings	All	- Distribute plan; solicit feedback - Address manager questions to equip them to answer employee questions	Q4 2020
IT Team	Email, Q&A sessions following	IT summary deck	- Roll out after organizational strategy, in same form of communication - Solicit feedback, address questions	Q1 2021
Executive Team	Email & Briefing	Executive deck	Distribute plan	March 2021
Elected Officials	Presentations	Executive deck	Council Report	June 2021

Refresh of the IT Strategy

The IT strategic plan is not meant to be a static one-time review, but rather an evolving roadmap that continues to align with business and industry needs. To this end, the following refresh plan was established.

Frequency	Audience	Scope
Annually	Business stakeholders, IT	• Re-survey • Review / validate strategy
Quarterly	IT management team	• Initiative status updates • Business updates • New projects • Risks / constraints • Changes in priorities • Updates
Every 3 years (2024)	Senior management IT leadership	• Full Planning
After organizational strategy update	Senior management IT leadership	• Full Planning