CITY OF BLOOMINGTON COUNCIL MEETING JUNE 24, 2020

COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

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

PUBLIC COMMENT

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

CONSENT AGENDA

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

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

PUBLIC HEARING

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

REGULAR AGENDA

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

MAYOR AND COUNCIL MEMBERS

Mayor, At-Large - Tari Renner

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

City Manager - Tim Gleason
Deputy City Manager - Billy Tyus

CITY LOGO DESIGN RATIONALE

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

MISSION, VISION, AND VALUE STATEMENT

MISSION
To Lead, Serve and Uplift the City of Bloomington

VISION
A Jewel of the Midwest Cities

VALUES
Service-Centered,
Results-Driven,
Inclusive

STRATEGIC PLAN GOALS

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

AGENDA

RESCHEDULED

REGULAR SESSION CITY COUNCIL MEETING AGENDA
CITY COUNCIL CHAMBERS
109 EAST OLIVE STREET, BLOOMINGTON, IL 61701
WEDNESDAY, JUNE 24, 2020, 7:30 P.M.

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

1. **Call to Order**
2. **Pledge of Allegiance to the Flag**
3. **Remain Standing for a Moment of Silent Prayer**
4. **Roll Call**
5. **COVID-19 Update by City Manager**
6. **Recognition/Appointments**
7. **Public Comment**

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

8. **Consent Agenda**

   Electronic Roll Call Vote

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

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

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

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

   E. Consideration and action to approve the Purchase of a Toro 5900 16' park mower from MTI Distributing Inc., in the amount of $78,620.24, utilizing the IL State Contract #18-416CMS-BOSS4-P-621 (exp. 3/1/2021), as requested by the

Parks, Recreation and Cultural Arts Department. *(Recommended Motion: The proposed Purchase be approved.)*

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

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

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

I. Consideration and action to approve a Resolution for Improvement Under the Illinois Highway Code and a Local Public Agency Agreement for Federal Participation for the land acquisition portion of Hamilton Road, Bunn to Commerce, in the amount of $500,000, as requested by the Public Works Department. *(Recommended Motion: The proposed Resolution for Improvement and Agreement be approved.)*

J. Consideration and action to approve a Supplemental Resolution for Improvement Under the Illinois Highway Code and Preliminary/Construction Engineering Services Agreement Supplement for Motor Fuel Tax Funds for the Fox Creek Road Bridge and Road Improvements Project, in the amount of $175,000, as requested by the Public Works Department. *(Recommended Motion: The proposed Supplemental Resolution and Agreement Supplement be approved.)*

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

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

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

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

O. Consideration and action on an Ordinance Approving a Special Use Permit for the Expansion of a Place of Worship in the R-1C Single Family Residential District for the Property at 401 W. Union Street, as requested by the Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*

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

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

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

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

9. Public Hearing

A. Public hearing for amendments to the Citizen Participation Plan, as requested by the Community Development Department. *(Recommended Motion: The Public Hearing is open to receive comments on amendments to the Citizen Participation Plan.) (Presentation by Jennifer Toney, Grants Coordinator, 3 minutes; and City Council discussion, 5 minutes.)*

B. Public Hearing on a Resolution Committing Local Funds, and the City of Bloomington's Rebuild Illinois Grant Application for Phase 2 of the Locust/Colton Combined Sewer Overflow Elimination Project, as requested by the Public Works Department and the Administration Department. *(Recommended Motion: None; presentation and public comment only.) (Presentation by Kevin Kothe, P.E., Director of Public Works, 5 minutes; and City Council discussion, 30 minutes.)*

10. Regular Agenda

Electronic Roll Call Vote

A. Consideration and action to approve a Resolution Committing Local Funds and the City of Bloomington's Rebuild Illinois Grant Application for Phase 2 of the Locust/Colton Combined Sewer Overflow Elimination Project, as requested by the Public Works Department and the Administration Department. *(Recommended Motion: The proposed Resolution and Grant Application be approved.) (Presentation by Kevin Kothe, P.E., Director of Public Works, 5 minutes; and City Council discussion, 5 minutes.)*

B. Consideration and potential action regarding Ordinance 2020-18, An Ordinance Declaring A Local Emergency Due to the COVID-19 Virus & Enacting Various Emergency Measures, including consideration of an Ordinance Amending the Local Emergency Declaration Ordinance, Ordinance 2020-18, to Modify Section 2(H) Regarding the Moratorium on Interest, Fines and Penalties, as requested by the Legal Department. *(Recommended Motion: The proposed Ordinance Amending Ordinance 2020-18 to Modify Section 2(H) Regarding the Moratorium on Interest, Fines and Penalties be approved. Alternate Motion: The proposed alternate draft Ordinance Amending Ordinance 2020-18 to Modify Section 2(H) Regarding the Moratorium on Interest, Fines and Penalties be approved.) (Presentation by Tim Gleason, City Manager, 5 minutes; and City Council discussion, 5 minutes.)*

C. Consideration and action to ratify the Machinist Lodge 1000 Contract, as requested by the Human Resources Department and the Public Works Department. *(Recommended Motion: The proposed Contract be ratified.) (Presentation by Tim Gleason, City Manager, 5 minutes; and City Council discussion, 5 minutes.)*

D. Presentation on Jamie Mathy's Aldermanic Initiative Proposal to bring back the Downtown Task Force Report, as requested by the Administration Department. *(Recommended Motion: None; presentation and direction only.) (Presentation by Tim Gleason, City Manager; and Melissa Hon, Economic Development Director, 10 minutes; and City Council discussion, 30 minutes.)*

11. Finance Director's Report

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

12. City Manager's Discussion

13. Mayor's Discussion

14. Council Member's Discussion

15. Executive Session - Cite Section

Clerk-led Roll Call Vote

16. Adjournment

Voice Vote

CONSENT AGENDA

CONSENT AGENDA ITEM NO. 8.A

FOR COUNCIL: June 24, 2020

SPONSOR: City Clerk Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Minutes of the May 11, 2020 Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION:
The proposed Minutes be approved.

STRATEGIC PLAN LINK:
-Goal 1. Financially Sound City Providing Quality Basic Services

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Tara Henry, Legislative Assistant

Reviewed by:

Tara Henry

Tara Henry, Legislative Assistant 6/18/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- CLK 1B DRAFT 05-11-2020 Regular City Council Meeting Minutes

MINUTES
REGULAR SESSION CITY COUNCIL MEETING
MONDAY, MAY 11, 2020, 6:00 P.M.

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

The City Council convened in Regular Session met virtually via zoom conferencing at 6:00 p.m., Monday, May 11, 2020. The meeting was called to order by Mayor Tari Renner.

Roll Call

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

COVID-19 Update by City Manager

City Manager Tim Gleason provided an update on the effects of COVID-19 on City services and programs. He noted the City would be receiving annual Community Development Block Grant (CDBG) funding including an additional $329,144 under the CARES Act and that the item accepting those funds would appear on the June 8, 2020 regular City Council meeting. He stated that final numbers regarding financial impacts of COVID-19 would not be available until June or July 2020 once taxes could be collected.

He noted that Bloomington was 1 of 11 counties in the Heart of Illinois region of the Restore Illinois Plan that had petitioned Governor Pritzker to create a sub-region separating the 11 counties from the northern counties. He stated that the City of Peoria had taken the lead on the petition, which had the potential to allow the proposed sub-region to re-open earlier than the northern portion of the region in which we were placed.

Mr. Gleason stated that in conjunction with the Town of Normal, staff had decided to close public pools for the summer in an effort to minimize the spread of COVID-19. He stated that staff would move forward with the renovation of O'Neil pool during the shutdown. He finished by reminding citizens that Public Works bulk and brush crews were now fully staffed.

Recognition/Appointments

A. Recognition of the Appointments and Re-appointments to various Boards and Commissions, as requested by the Administration Department.

Mayor Renner asked Leslie Yocum, City Clerk, to announce the appointments. Mrs. Yocum announced the following individuals and the Board or Commission to which they were appointed: (1) Linda Foster, Blm-Nml Public Transportation System Board; (2) Levi Sturgeon, Board of Fire & Police Commissioners; (3) Eric Hansen, Citizens' Beautification Committee; (4) Cody Hendricks, Citizens' Beautification Committee; (5) Netia Carey, Human Relations Commission; (6) John Danenberger, Planning Commission; (7) Kate Brunk, Property Maintenance Review Board; (8) Noah Tang, Property Maintenance Review Board; and (9) Elicssha Sanders, Transportation Commission. (10) Ellenn Schroeder-Concklin, Board of Fire & Police Commissioners; (11) Delos "Dean" Messinger, Board of Fire & Police Commissioners; (12) Michael Rudicil, Board of Fire & Police Commissioners; (13) Victoria Harris, Board of Zoning Appeals; (14) Tyler Noonan, Board of Zoning Appeals; (15) Michael Rivera, Jr., Board of Zoning Appeals; (16) Michael Straza, Board of Zoning Appeals; (17) Jeffrey Brown, Building Board of Appeals; (18) Mark Holderby, Building Board of Appeals; (19) Jerry Kelleher, Building Board of Appeals; (20) John Meek, Building Board of Appeals; (21) Michael Raikes, Building Board of Appeals; (22) Larry Stevig, Building Board of Appeals; (23) John Weber, Building Board of Appeals; (24) Erica Larkin, Citizens' Beautification Committee; (25) Robin VanDermay, Citizens' Beautification Committee; (26) Meryl Brown, Cultural Commission; (27) Angelique Racki, Cultural Commission; (28) Georgene Chissell, Historic Preservation Commission; (29) Lea Cline, Historic Preservation Commission; (30) Paul Scharnett, Historic Preservation Commission; (31) Barb Adkins, Housing Authority Board; (32) Terrence Koch, Housing Authority Board; (33) Kiranmayi (Kiran) Konam, Human Relations Commission; (34) Gary McGinnis, Human Relations Commission; (35) Rhonda Smith, Human Relations Commission; (36) Brenda Guest, Japan Sister City Committee; (37) Kyle Silver, Japan Sister City Committee; (38) John Argenziano, Library Board of Trustees; (39) Catrina Parker, Library Board of Trustees; (40) Alicia Whitworth, Library Board of Trustees; (41) Thomas Krieger, Planning Commission; (42) Mark Muehleck, Planning Commission; (43) John Capodice, Property Maintenance Review Board; (44) Robert Garcia, Property Maintenance Review Board; (45) Rodney Smithson, Property Maintenance Review Board; (46) Robert Bosquez, Public Safety & Community Relations Board; (47) Janet Lancaster, Public Safety & Community Relations Board; (48) Scott Rathbun, Police Pension Board (49) Jacob Elterich, Technology Commission; (50) Ravi Duvvuri, Technology Commission; and (51) John Corey, Transportation Commission.

Public Comment

Mayor Renner opened the floor for public comment and the following individual called in to speak live: (1) Becky Altic.

Mrs. Yocum stated that the following individual had registered to speak live but had not called in: (1) John Reed. She went on to explain that emailed public comment was accepted up until 15 minutes prior to the start of the meeting, and the following individual had emailed comments which were provided to the City Council Members: (1) Surena Fish.

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.

DRAFT

Council Member Boelen made a motion, seconded by Council Member Bray, that the Consent Agenda be approved as presented except Items 8.C., 8.E., and 8.G.

Item 8.A. Consideration and action to approve Bills and Payroll in the amount of $3,922,293.51, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*

Item 8.B. Consideration and action on the approval of the 2020 Supportive Housing Program/Continuum of Care Grant Agreement (IL0603L5T121902), in the amount of $33,792 with the US Department of Housing and Urban Development, as requested by the Community Development Department. *(Recommended Motion: The proposed Agreement be approved.)*

Item 8.C. was removed from the Consent Agenda by Council Member Carrillo.

Item 8.D. Consideration and action on a Resolution Approving Acceptance of the Illinois Housing Development Authority's Single Family Rehabilitation Grant in the amount of $444,000, and acceptance of the Conditional Commitment Letter, as requested by the Community Development Department. *(Recommended Motion: The proposed Resolution and Conditional Commitment Letter be approved.)*

Item 8.E. was removed from the Consent Agenda by Council Member Crabill.

Item 8.F. Consideration and action on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2021, and the approval of the Purchase of one (1) 2020 Ford F-350 Dump Truck from Currie Motors of Frankfort, IL, using the Northwest Municipal Contract and the Suburban Purchasing Cooperative Contract (#184), in the amount of $44,047, as requested by the Public Works Department and the Parks, Recreation and Cultural Arts Department. *(Recommended Motion: The proposed Ordinance and Purchase be approved.)*

Item 8.G. was removed from the Consent Agenda by Council Member Crabill.

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

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

Motion carried.

Items Pulled from the Consent Agenda

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

Item 8.E. Consideration and action on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2021, and on a Resolution Authorizing Waiving the Technical Bidding Requirements and Approving the Contract with Drake Scruggs Equipment Inc., for the Purchase of One (1) 2020 Ford F-350 in the Amount of $50,556 (Bid #2020-51), as requested by the Public Works Department.

Council Member Crabill asked if the current F150 truck was able to do the job of the F350 truck in order to reduce expenses. Kevin Kothe, Public Works Director, responded that the F350 had a utility body that would allow staff at Lake Bloomington to complete jobs quicker and more efficiently, whereas the current F150 truck required staff to make multiple trips to accommodate the loads.

Council Member Crabill made a motion, seconded by Council Member Bray, that the proposed Ordinance, Resolution, and Contract be approved as presented.

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

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

NAYES: Carrillo

Motion carried.

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

Item 8.G. Consideration and action on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2021 and to approve a Contract with Egizii Electric Inc. of Springfield, in the amount of $109,740.61, to install the LED lights at the Grossinger Motors Arena, as requested by the Facilities Department and the Grossinger Motors Arena.

Council Member Crabill expressed concern with the Arena being closed for the foreseeable future and asked whether money would be better spent elsewhere. Mr. Gleason stated that with the Arena being empty, the project would be able to be completed quicker and with less interruptions. He then asked Russ Waller, Facilities Director, to address Council.

Mr. Waller stated the lightbulbs had already been purchased. He explained the work to be completed and agreed with Mr. Gleason that the Arena being closed would allow installation to be much more efficient.

Council Member Mathy asked about the savings that would be generated by the upgrade. Mr. Waller stated that approximately $30,000 in annual savings would result.

Council Member Crabill made a motion, seconded by Council Member Black, that the proposed Ordinance and Contract be approved as presented.

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

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

Motion carried.

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

Item 8.C. Consideration and action to approve a Local Public Agency Agreement for Federal Participation with the Illinois Department of Transportation (IDOT), and a Motor Fuel Tax (MFT) Resolution, in the amount of $30,000, for construction of Sidewalk near Sheridan Elementary School, as requested by the Public Works Department.

Council Member Carrillo expressed concerns on the request for additional funds. Mr. Kothe stated there was a need for updated sidewalks near Sheridan school. He explained that when a bid was awarded and grant funding was to be used, the State required the City to have additional funds available in case the project exceeded grant funding. He confirmed that the additional funds would only be used if necessary.

Council Member Crabill asked if the project would replace sidewalks or create new ones. Mr. Kothe stated that most of the project would replace sidewalks to make them American Disabilities Act (ADA) compliant and that the creation of sidewalks was minimal.

Council Member Carrillo made a motion, seconded by Council Member Mathy, that the proposed Agreement and Motor Fuel Tax Resolution be approved as presented.

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

DRAFT

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

Motion carried.

Regular Agenda

The following item was presented:

Item 9.A. Consideration and action on an Ordinance Authorizing Boundary Modifications to the Area Known as the Bloomington-Normal Enterprise Zone (The Ferrero Expansion), and the approval of the Amendment to the Intergovernmental Agreement, as requested by the Economic Development Department.

City Manager Gleason introduced Melissa Hon, Economic Development Director.

Ms. Hon explained that staff continued to work in conjunction with the Economic Development Council (EDC) and the Illinois Department of Commerce and Economic Opportunity (DCEO) on the retention and expansion efforts of Ferrero. She reminded Council that Bloomington had been the home of various candy producers since 1892.

Patrick Hoban, CEO of the EDC, stated that Ferrero was a local business who planned to make a significant expansion. He noted the opportunity to increase the area of the current enterprise zone to include the proposed site would better encourage Ferrero to expand in Bloomington.

Council Member Crabill asked for a description of the DCEO and how it worked with the EDC and local communities. Mr. Hoban explained the enterprise zone was a State incentive managed by DCEO. He explained McLean County, Bloomington, Normal, Ford County, and Gibson City submitted a combined application for the zone and had designated the EDC as the administrators. He provided additional detail on the role of the EDC and how funds were distributed within the program. Mr. Hoban also noted that approval of the Ordinance before Council tonight had to be done by all five taxing bodies before submitting to the State for approval.

Council Member Crabill noted that several jobs could be created by this opportunity and asked for a cost benefit analysis of the sales tax revenue. Mr. Hoban provided a detailed example.

Mayor Renner confirmed that if the Ordinance was approved, the City would not be providing direct funds, as opposed to a TIF agreement. Mr. Hoban responded affirmatively.

Council Member Emig also expressed interest in a cost benefit analysis. She asked about the potential to partner with the other local municipalities on a public labor agreement and attaching it to similar benefits packages. Mr. Hoban recommended creating an incentive package that included all five taxing bodies for future developments.

Council Member Carrillo asked why a project labor management agreement was not a current option. Mr. Hoban stated that the type of agreement before Council was usually part of an incentive package under property tax abatement. He explained that purpose of the Ordinance was to reshape the enterprise zone and that incentive packages could be revisited at a late date. Council Member Carrillo asked how the EDC determined quality of jobs. Mr. Hoban responded that manufacturing jobs were considered good quality and noted that these jobs were also in support of the Illinois Made Campaign that promotes Illinois crafted goods.

Council Member Boelen pointed out the benefits the amendment could bring to the City.

Council Member Mathy expressed interest in an analysis of Tax Increment Financing (TIF) districts and an analysis of incentive packages. He suggested a partnership with the Illinois State University (ISU) School of Business be created to allow students real-world experiences. Mr. Hoban stated that a partnership with ISU was being considered.

Council Member Mwilambwe asked if a more efficient process for approval of Enterprise Zones could be designed. Mr. Hoban stated that he planned to present an updated approval process with a combined general incentive package in a few months.

Council Member Mwilambwe made a motion, seconded by Council Member Bray, that the proposed Ordinance and the Amendment to the Intergovernmental Agreement be approved as presented.

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

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

NAYS: Carrillo

Motion carried.

The following item was presented:

Item 9.B. Consideration and potential action regarding Ordinance 2020-18, An Ordinance Declaring A Local Emergency Due to the COVID-19 Virus & Enacting Various Emergency Measures, including consideration of an Ordinance to Add a New Section 2(Q) Regarding Liquor License Fees and a New Section 2(R) Regarding COVID-19 Grants, as requested by the Legal Department.

City Manager Gleason explained that the proposed amendment to the Emergency Ordinance would prorate liquor license for the amount of time establishments were not operating due to COVID-19. He went on to explain the second proposed amendment would grant him the authority to sign grants related to funding for COVID-19 relief. A request made in an effort to expedite processing. He clarified this would not apply to Community Development Block Grant (CDBG) funds through the CARES Act.

Council Member Mathy asked for an approximate number of restaurants and taverns the license fee proration would affect. Leslie Yocum, City Clerk, stated that staff could further analyze the number that would be affected, but that the City currently had approximately 176 liquor license holders. She mentioned that 31 of those had registered for curbside pick-up and delivery of alcohol.

Mayor Renner asked if establishments such as grocery stores and convenience stores would be allowed to receive prorated license fees. Mrs. Yocum responded that the proposal before Council would only apply to restaurants, taverns, and clubs and that they must have been closed for a minimum of 30 days in order to qualify for the proration.

Council Member Mathy made a motion, seconded by Council Member Black, that the proposed Ordinance Amending Ordinance 2020-18 to Add a New Section 2(Q) Regarding Liquor License Fees and a New Section 2(R) Regarding COVID-19 Grants be approved as presented.

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

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

Motion carried.

City Manager's Discussion

City Manager Gleason reminded Council and the public to participate in the 2020 Census and highlighted the upcoming Curbside Downtown Bloomington Farmers' Market. He recognized Jeanie Hamilton, Directory of the Bloomington Public Library, who was voted to become the President of the Illinois Library Association, where she would serve a three-year term.

Mayor's Discussion

Mayor Renner recognized International Firefighters Week and thanked all City firefighters and 911 dispatchers. He provided additional details on the request that the Governor create a separate region for the Central Illinois municipalities to allow our area to progress at a different rate than the northern municipalities.

Council Member's Discussion

Council Member Crabill confirmed that CDBG funds were disbursed by the Department of Housing and Urban Authority (HUD) and asked if published guidelines on fund use existed. Mr. Gleason stated the City was a regular recipient of CDBG funds. He stated that the City had not yet received funds, nor had guidelines been published. Mr. Gleason promised more discussion at a future meeting. Council Member Crabill thanked all the Board and Commission members for their service. He noted that the Bloomington Library had a curbside pick-up program and reminded the public to social distance and wear face masks so that Bloomington could re-open quicker.

Council Member Boelen noted her appreciation of a partnership with the surrounding municipalities in requesting the Governor create a sub-region in the Restore Illinois Plan.

Council Member Carrillo reminded the public of her virtual Community Council meeting May 14, 2020 at 6:00 p.m. She also commended the McLean County COVID-19 Mutual Aid team and briefly described the assistance they provided.

Executive Session - Cite Section

No Executive Session was held.

Adjournment

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

Motion carried (viva voce).

The meeting adjourned at 7:07 p.m.

CITY OF BLOOMINGTON **ATTEST**

Tari Renner, Mayor Amanda Mohan, Deputy City Clerk

DRAFT

CONSENT AGENDA ITEM NO. 8.B

FOR COUNCIL: June 24, 2020

SPONSOR: Finance Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve Bills and Payroll in the amount of $8,583,262.18, as requested by the Finance Department.

RECOMMENDED MOTION:
The proposed Bills and Payroll be approved.

STRATEGIC PLAN LINK:
-Goal 1. Financially Sound City Providing Quality Basic Services

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Total disbursements to be approved $8,583,262.18 (Payroll total $2,581,906.36, Accounts Payable total $5,503,048.48, Bank Transfers total $405,224.14, and Procurement Card Purchase total $93,083.20).

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Support Staff V

Reviewed by:

F. Scott Rathbun, Finance Director 6/17/2020

Tara Henry, Legislative Assistant 6/18/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- FIN 1B Council Finance Summary Report

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
6/5/2020	$ 2,022,305.42	$ 540,031.64	$ 2,562,337.06
6/5/2020-6/12/2020 Off Cycle Adjustments	$ 19,264.57	$ 304.73	$ 19,569.30
		PAYROLL GRAND TOTAL	**$ 2,581,906.36**

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
6/22/2020	AP General	$ 5,302,436.75
	AP JM Scott	
6/22/2020	AP Comm Devel	$ 22,237.84
6/22/2020	AP IHDA	$ 634.26
6/22/2020	AP Library	$ 35,392.20
6/22/2020	AP MFT	$ 107,994.67
6/10/2020-6/17/2020	Out of Cycle	$ 34,352.76
3/4/2020-5/27/2020	AP Bank Transfers	$ 405,224.14
	AP GRAND TOTAL	**$ 5,908,272.62**

PCARDS

Date Range	Total
5/1/2020-5/31/2020	$ 93,083.20
PCARD GRAND TOTAL	**$ 93,083.20**

TOTAL	**$ 8,583,262.18**

Respectfully,

F. Scott Rathbun
Director of Finance

CONSENT AGENDA ITEM NO. 8.C

FOR COUNCIL: June 24, 2020

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve Appointments to the John M. Scott Health Care Commission, as requested by the Administration Department.

RECOMMENDED MOTION:
The proposed Appointments be approved.

STRATEGIC PLAN LINK:
-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:
-Objective 4e. Strong partnership with residents and neighborhood associations

BACKGROUND: The Mayor of the City of Bloomington has nominated and asks your concurrence in the following appointments to the John M. Scott Health Care Commission:

Angie Chasensky to the John M. Scott Health Care Commission, representing Health Care-Underserved. Angie will serve a 3-year term which will be effective June 22, 2020 and will expire on April 30, 2023. Application is on file in the Administration Office.

Feli Sebastian to the John M. Scott Health Care Commission, representing Health Care-Mental Health. Feli will serve a 3-year term which will be effective June 22, 2020 and will expire on April 30, 2023. Application is on file in the Administration Office.

Karen Stipp to the John M. Scott Health Care Commission, representing Health Care-Underserved. Karen will serve a 3-year term which will be effective June 22, 2020 and will expire on April 30, 2023. Application is on file in the Administration Office.

Judy Neubrander to the John M. Scott Health Care Commission, representing Grant Administration. Judy will serve a 3-year term which will be effective June 22, 2020 and will expire on April 30, 2023. Application is on file in the Administration Office.

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

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

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by: Amy Overton, Executive Assistant

Reviewed by:

Billy Tyus, Deputy City Manager 6/16/2020

Chris Tomerlin, Budget Manager 6/17/2020

Jeffrey R. Jurgens, Corporation Counsel 6/17/2020

Tara Henry, Legislative Assistant 6/17/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- ADM 1B JohnMScott_Roster

John M. Scott Health Care Commission

Council Approved	Staff/Chair	Title	First Name	Last Name	Expiration	Appointment Date	Year First Appt
X	Grant Administration	Chair	Holly	Ambuehl	04/30/21	11/13/18	2018
X	Grant Administration	Secretary	Deb	Halperin	04/30/21	11/13/18	2018
X	Health Care - Underserved	Vice Chair	Susan	Grant	04/30/21	11/13/18	2009
X	Health Care - Underserved		Angie	McLaughlin	04/30/20	02/11/19	2019
X	Health Care - Mental Health	Dr.	Scott	Hamilton	04/30/20	11/13/18	2014
X	Health Care - Primary	Dr.	James	Swanson	04/30/22	05/13/19	2005
X	Health Care - Optometry	Dr.	John	Couillard	04/30/21	11/13/18	2008
X	Health Care - Dental	Dr.	Colton	Sylvester	04/30/20	08/12/19	2019
X	Finance	Treasurer	Brandi	Sweeney	04/30/20	05/01/17	2015
X	Finance		Bernie	Wrezinski	04/30/22	10/28/19	2019
X	Second Presbyterian	Dr.	Scott	Hamilton	04/30/20	11/13/18	2014
X	Township		Deb	Skillrud	4/30/2020	11/13/2018	2018
	Staff Administrator		Jennifer	Toney			

CONSENT AGENDA ITEM NO. 8.D

FOR COUNCIL: June 24, 2020

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve Dean Messinger to the Police Pension Board, as requested by the Administration Department.

RECOMMENDED MOTION:
The proposed Appointment be approved.

STRATEGIC PLAN LINK:
-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:
-Objective 1b. Reserves consistent with city policies

BACKGROUND: The Mayor of the City of Bloomington has nominated and asks your concurrence in the appointment of Dean Messinger to the Police Pension Board. Dean's term will be effective immediately and will expire 4-30-21. The application is on file in the Administration Office.

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

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

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by: Amy Overton, Executive Assistant

Reviewed by:

Billy Tyus, Deputy City Manager 6/16/2020 Tara Henry, Legislative Assistant 6/17/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- ADM 2B_Police Pension Board_Roster

Police Pension Board

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date
	Trustee	Ed	Moser	04/30/19	2017	05/01/19
	President	Paul	Swanlund	04/30/20	2015	05/01/15
X	Trustee	Scott	Rathbun	04/30/22	2018	05/29/18
	Secretary	Matthew	Dick	04/30/19	2015	05/01/15
X		Tim	Gleason	04/30/21	2019	05/13/19
	Contact Person/Staff	Scott	Rathbun			

CONSENT AGENDA ITEM NO. 8.E

FOR COUNCIL: June 24, 2020

SPONSOR: Parks, Recreation and Cultural Arts Department

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION:
The proposed Purchase be approved.

STRATEGIC PLAN LINK:
-Goal 1. Financially Sound City Providing Quality Basic Services

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

BACKGROUND: The Parks, Recreation and Cultural Arts Department (PRCA) is responsible for mowing all grass, ditches, right of ways, parks, community development abatements and public spaces within the City of Bloomington. In addition, the PRCA mows a sixty (60) acre soccer complex as part of a maintenance contract. PRCA staff are requesting to purchase a Toro 5900 16' park mower from MTI Distributing Inc. utilizing the Illinois State Contract #18-416CMS-BOSS4-P-621 (exp. 3/1/2021). This mower is part of Toro's golf course line which is not carried by either of the local dealers. Recently two smaller commercial/residential line mowers were purchased through MTI Distributing Inc. and were handled by the local dealer, Nord Outdoor Power.

This mower will replace unit 748, which is a Jacobsen model year 2006 wide area 16' park mower. The Jacobsen currently has 7,700 hours and has served beyond its useful life. It has catastrophic internal engine damage as confirmed by the City Fleet Department. This mower was going to be used this year in operations but due to this engine damage/failure, it was necessary to replace this unit in the current fiscal year. The department has $85,000 budgeted in FY21 for the purchase of a tractor and arm mower attachment. The tractor and arm mower attachment are still in operating condition and PRCA Staff are requesting to use $78,620.24 of those funds for the purchase of the Toro 5900. Toro and MTI Distributing have consistently provided quality products, fair prices and exceptional service to the City of Bloomington. Staff requests authority to auction the existing Unit 748 on one of the on-line sites used by the City and estimate the proceeds to be approximately $2,000.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, PRCA feel this expenditure is necessary as the current Jacobsen unit is unable to perform the necessary mowing needs of the City.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Parks, Recreation and Cultural Arts Department, Public Works Fleet Department, MTI Distributing

FINANCIAL IMPACT: Funds in the amount of $78,620.24 from account 401101430-72140 to purchase this mower from MTI distributing.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Dave Lamb, Assistant Superintendent of Parks Maintenance

Reviewed by:

Jay Tetzloff, Director of Parks,Recreation and Cultural Arts 6/2/2020

Carla Murillo, Procurement Manager 6/2/2020

Jeffrey R. Jurgens, Corporation Counsel 6/12/2020

Tara Henry, Legislative Assistant 6/17/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- PRCA 1B Jacobsen 748 2006 Photo
- PRCA 1C GM5900_5910_Sell Sheet-1-29-2020
- PRCA 1D Toro Groundmaster MTI Quote & IL State Contract



Groundsmaster® 5900/5910

LARGE AREA ROTARY MOWER

FEATURES

- *192 in. (488 cm) width of cut, mows 100+ acres per day*
- *3.3 L Yanmar® EPA Tier 4 Final and EU Stage IV emissions compliant turbo-diesel engine*
- *Full-time, bi-directional 4WD*
- *SmartPower® -optimized mowing in all conditions*
- *CrossTrax® all-wheel drive system offers increased cross wheel traction control*
- *0" uncut circle in turns*
- *Onboard InfoCenter™ with advisories and diagnostics for maximum uptime*
- *SmartCool® auto-reversing cooling fans*
- *24-volt electrical system powers cooling system*
- *HybridDrive™ cutting deck system delivers unmatched reliability*
- *4-way adjustable seat and Air Ride Suspension*
- *Integrated ControlArm™ with fingertip electronic controls*
- *All-season safety cab with air conditioning and heater (5910)*

More Parks & More Rec.

Tasked with maintaining more parks and sports fields with no additional workers or budget? Is it possible to do more with less? The Groundsmaster® 5900 Series mowers can mow over 17 acres/hour (6.87 hectares/hour) using only one operator! And to match the 16' (4.88 m) wide mowing brawn and a more fuel-efficient EPA Tier 4 Final and EU Stage IV emissions compliant Yanmar® 3.3 L engine, the Groundsmaster 5900 series is loaded with intelligence. SmartPower® allows the operator to effortlessly maintain the correct speed for optimal cutting, while the SmartCool® system prevents overheating with auto-reversing the cooling fans. An onboard InfoCenter™ gives the operator a quick read on all systems and even provides assistance at the right moment. When the comfort and safety of an all season cab, the incredibly nimble handling, and tough Toro durability are added in, the new Groundsmaster 5900 series proves beyond doubt that increased efficiency and ease of operation lead to higher productivity.

toro.com/5900



Groundsmaster® 5900



Groundsmaster® 5910

SMART POWER™

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Call your Toro distributor at 800-803-8676

Groundsmaster® 5900/5910 Specifications*

	GROUNDSMASTER 5900, MODEL 31698 / GROUNDSMASTER 5910, MODEL 31699
ENGINE	Yanmar 3.3L, EPA Tier 4 Final and EU Stage IV emissions compliant, turbocharged diesel with direct injection and electronic high-pressure common rail. 72 HP (53.7 kW) @ 2500 rpm, Torque: 206 lb..-ft. (279 N•m) @ 1625 rpm Displacement: 202 cu. in. (3.3 L).
COOLING SYSTEM	24V dual electric fan banks for separate engine radiator and hydraulic oil cooling; fan banks are variable speed, with auto-reverse feature (SmartCool®, based on coolant and oil temps), radiator is cross flow, 3 rows, 9 fins per in. (FPI). Hydraulic oil cooler is crossflow, 6 FPI. Cooling fan banks tilts away for fast, easy cleaning.
FUEL SYSTEM	Uses ultra-low sulfur diesel fuel only. Biodiesel compatible up to B20.
CAPACITIES	Fuel: 35 gal.(132L) Hydraulic: 19 gal (71.9 L). Engine Oil w/filter: 11 qt. (10.4 L). Coolant: 13.5 qt. (12.7 L) (Model 31698), 18 qt. (17 L) (Model 31699)
HYDRAULIC SYSTEM	Capacity: 19 gal (71.9 L) reservoir, Remote spin-on charge filter, Oil: Toro premium all season hydraulic fluid
TIRES/WHEELS	Front: 29x12.00-15, 6 ply rating, 32 psi; Rear: 23x10.50-12, 6 ply rating, 30 psi;
INSTRUMENTATION	Onboard LCD (InfoCenter™) display shows customizable gauges, service reminders, advisories/faults and troubleshooting assistance. Indicates fuel level, coolant temp, hydraulic oil temp, engine glow plug, low oil pressure, air cleaner restriction, 12 and 24 volt alternator voltage output, engine hours and rpm, and engine DPF regeneration.
POWERTRAIN	Full time automatic forward and reverse 4WD in low (mow) range. Front wheel drive in transport. Parallel hydrostatic, closed loop with cross wheel traction (CrossTrax™) design; traction drive pump: variable displacement piston, servo control. **Front drive:** 2-speed, fixed displacement high torque, low speed radial piston motors. **Rear drive:** single speed, fixed displacement, high torque, low speed radial piston motors. Smart Power® feature controls traction speed to maintain optimal cutting blade speed.
ELECTRICAL SYSTEM	**Main:** 12 volt system; Alternator: 12V, 80 amp, supplied w/ engine Battery: 1380 CCA (2x 690 CCA), **Cooling Fans, Engine/Hydraulic cooling:** 24 volt system; Alternator: 24V, 105 amp w/ remote sense; Battery: 350 CCA; Disconnect ON/OFF switch for 12 & 24 volt service safety.
	Service: Dynamic, hydrostatic 4WD in low range. Front wheel drive braking in high range. **Parking:** Electrohydraulic controlled via double-motion rocker switch. Spring applied, hydraulic released. Internal to front wheel motors. Automatically applies with engine OFF or key OFF Manual override from operator platform for servicing
PRODUCTIVITY	Infinitely variable speed. Forward speeds: mow: 0-10.8 mph (17.4 km/h) Transport: 0-20 mph (0-32.2 km/h). Reverse speeds: mow 0-5.7 mph (0-9.2 km/h), transport: 0-10.5 mph (0-16.9 km/h) transport. Speed control: Electronic, limits max speed. Maximum productivity: 20.8 acres/hr. (8.4 ha/hr). Typical productivity: 13.1 acres/hr (5.3 ha/hr)**; NOTE: For EU countries complying to ISO 5395, all speeds and mow rates should be reduced by 12%.
CONTROLS	Control arm, right armrest, travels with seat and suspension. Deck lift/lower, electrohydraulic switches. Throttle; electronic, variable. Traction pedal, electronic. Park brakes: double-motion switch. Steering; hydrostatic load sensing. Other: High/low range, PTO, cruise control, lights (31698 only), horn, key switch, wing deck transport latches (manual).
OPERATOR STATION	Operator platform: isolated rubber mounted. Seat: 4 way adjustable with vinyl (31698) or cloth (31699) cushions standard. Suspension: air-ride with 3 in. (7.6 cm) of adjustability. Steering: power and adjustable tilt. Traction Pedal: adjustable angle uses position sensor. Storage box, cup holder, and 12 volt power outlet, double USB port, standard.
STEERING	Uncut circle - 0" diameter. Turning radius - 86" (218 cm)
CAB (5910)	ROPS certified cab with heat, AC and the following standard features: climate system pressurized cab, heavy-duty pantograph front windshield wiper and washer, front windshield has 38" of visibility, interior mirror, fold away exterior side mirrors, molded front fenders, right and left doors and rear window have tinted (50%) glass, front and rear windows open, quick release window latches act as emergency exit, rubber sound isolator cab mounts and upholstered interior panels and headliner, textured neoprene floor mat, interior dome light. Power provided for optional aftermarket audio accessories. Optional road lights, rotating beacon and work lights available.
SAFETY AND LIGHTING	Standard (31698 & 31699): SMV sign rear mounted; LED brake, tail lights and flashers mounted in rear bumper; horn. ROPS Unit (31698) headlights, red and amber flashers, turn signals. Cab Unit (31699): Optional light kits, North American Road Light Kit (30706), Rotating Beacon Kit (31509), Work Light Kit (114-5610). Disconnect ON/OFF switch for 12 & 24-volt service safety.
CERTIFICATION	Meets or exceeds EU Machinery Directive (2006/42/EC); ISO 5395-2013 and ANSI B71.4-2012; ISO 21299 and SAE J1194; OSHA 29CFR1910.95 (SAEJ1175, European Directive 2000/14/EC, ISO 5395-2013); EN 55012:2007 and CISPR12. Model 31698 meets or exceeds ANSI/ASAE S279.12 (Lighting and Marking of Agricultural Equipment on Highways). Model 31699 air conditioning system meets SAE J1503, Section 8.
WARRANTY	Two year limited warranty.
VEHICLE WEIGHT (W/ FULL FLUIDS)	6,710 lbs. (3043 kg) (31698), 7,304 lbs. (3313 kg) (31699)
GROUND CLEARANCE	10.3 in. (26.1 cm)
DIMENSIONS	WIDTH: Transport: 99 in. (251 cm), Mow: 199 in. (505 cm) LENGTH: 174 in. (442 cm) HEIGHT: 85 in. (216 cm) (31698), 95 in. (241 cm) (31699) WHEELBASE: 77 in. (196 cm)

	CUTTING DECKS
TYPE	Three rear discharge rotary decks
CUTTING WIDTH	192 in. (488 cm), 57 in. (145 cm), 92 in. (234 cm), 144 in. (366 cm).
HEIGHT OF CUT	1-6 " in (2.5 – 15 cm) in 0.5 in. (1.3 cm) increments.
CONSTRUCTION	11-gauge high-strength steel. 7-gauge, reinforcements, bullnose bumpers.
PROTECTION	Wing decks: 2 way shock absorption.
DECK DRIVE	HybridDrive™ - Hydraulic motor to spindle, remaining spindle(s), driven by "B" section v-belts.
TENSIONING	Automatic, spring loaded idlers.
SPINDLES	**Shaft:** 1.25" (3.2 cm) hardened steel. **Housing:** 9" (22.9 cm) ductile iron. **Bearings:** Greaseable tapered roller.
STANDARD BLADES	20" (50.8 cm), heat-treated steel blades.
OPTIONAL BLADES	Atomic™ mulching blades, flat blades.
SKIDS	4 reversible polymeric, 2 reversible steel

*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only. Actual products offered for sale may vary in use, design, required attachments and safety features. See distributor for details on all warranties.

**Maximum productivity @ 10.8 mph (17.4 km/h) & 100% efficiency. Typical productivity @ 8 mph (12.9 km/h) & 85% efficiency

The Groundsmaster 5900 and 5910 are manufactured in Tomah, WI ISO 9002 Certified Plant.

THINK LIVE SAFELY

Groundsmaster® 5900/5910 Accessories*

TORO ACCESSORIES AND PARTS	
MODEL/PART NUMBER	Description
30669	Universal Mount Sunshade – White
30671	Universal Mount Sunshade –Red
31324	Thermoplastic Windscreen Kit (GM5900). Abrasion-resistant polycarbonate windscreen (mounts to 2-post ROPS extension)
31325	Tempered Glass Windshield (mounts to 2-post ROPS extension)
31311	Wiper Kit for Tempered Glass Windshield
119-7719	Backrest Extension Kit – Fabric (GM5910)
119-7718	Backrest Extension Kit – Vinyl (GM5900)
114-5610	Work Light Kit (GM5910)
31353	2-Post ROPS Extension (GM5900) (includes sunshade)



	SNOWTHROWER ERSKINE MODEL 2000**
STAGE	2
WIDTH OF CUT	85" (216 cm)
CUTTING HEIGHT	29" (74 cm)
CUTTING EDGE	3/8" x 3" (9.5 mm x 7.62 cm) bolt-on
SKID SHOES	Adjustable
AUGER DIAMETER	16" (41 cm) open flight
FAN DIAMETER	20" (51 cm) 4-blade
CHUTE ROTATION	Hydraulic, 270°
SHEAR PROTECTION	Pressure relief
CASTING DISTANCE	Up to 30' (9.4 m)
APPROXIMATE SHIPPING WEIGHT	850 lbs. (386 kg)
HOSES	Included



	ROTARY BROOM M-B MODEL SHL***
TYPE	Windrow type, front mounted hydraulic broom with dual motors. Electric/hydraulic angling, 30° left and right.
BROOM SIZE	32" (81 cm) diameter x 60" (153 cm) wide.
BRUSH	Sectional brush with combination polypropylene/wire radial segments.
OPTIONS	Dirt Deflector, Storage Stands.

TORO ACCESSORIES AND PARTS	
Model/Part #	**Description**
31604	Leaf Mulching Kit
93-5973	10" Foam Filled Caster Tire Assembly
31609	MVP Maintenance Kit (oil/fuel)
31512	Back-up Alarm Kit
30706	North American Road Light Kit for GM5910
30509	Rotating Beacon Kit for GM5910

*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only. Actual products offered for sale may vary in design, required attachments and safety features. Consult your local Toro Distributor. Information regarding non-Toro (Allied Vendor) products is included in the Toro Golf and Grounds Equipment Guide as a convenience to Toro customers. Toro does not warrant, endorse or support any products purchased from Allied vendors. Additionally, Toro shall not be responsible for any personal injury or property damage, whether direct or consequential, caused by such Allied products. Toro does not certify fit up, compatibility or functionality of Allied products.

**Manufactured by Erskine.

***Manufactured by M-B Companies, Inc. The Toro Company does not manufacture or sell the snow thrower, rotary broom, nor does Toro guarantee these accessories in any manner whatsoever.

Groundsmaster® 5900/5910 Accessories*



	TWO-POST ROPS EXTENSION SYSTEM
GM5900	Fits Model 31698
TWO-POST ROPS EXTENSION KIT	Base steel frame attached to existing ROPS and includes a white sunshade. Model 31353
EXTERIOR MIRROR	Quantity (1) Part Number 130-5448
INTERIOR MIRROR	Quantity (1) Part Number 130-5449
ABRASION-RESISTANT POLYCARBONATE WIND SCREEN	Improved resistance to golf ball impacts or vandalism. Model 31324
TEMPERED GLASS WINDSHIELD	Similar safety glass used in Toro all-season safety cabs. Model 31325
WINDSHIELD WIPER KIT FOR TEMPERED GLASS WINDSHIELD	For use with the tempered glass windshield only. Not for use with the polycarbonate wind screen. Model 31311
OPERATOR FAN & INTERIOR HEADLINER KIT	Overhead fan with adjustable speeds – mounts directly over operator. Part Number 132-3435
LED WORK LIGHT KIT	Includes 4 lights: 2 for front and 2 for rear; can also mount to Toro cabs. Model 31596
ROTATING BEACON	Breakaway mounting system. Also mounts on Toro cabs. Model 31509
SAFETY AND SECURITY CAGE	Steel mesh side cage doors that lock. Includes the abrasion-resistant polycarbonate wind screen. Part Number 132-3695
WIRE HARNESS KIT	Required for all electrical accessories such as wipers, lights and fan. Part Number 122-0729

*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only.
Actual products offered for sale may vary in use, design, required attachments and safety features. See distributor for details on all warranties.

MTI Distributing
Equipment Proposal
May 27, 2020

Expiration Date: 6/26/2020

David Lamb
Bloomington Parks & Recreation

UPDATED IL CONTRACT #18-416CMS-BOSS4-P-621

ILLINOIS STATE CONTRACT PRICING - CONTRACT #4018513

Qty	Model Number	Description	MSRP	IL State Contract Price
1	31698	Groundsmaster 5900 (T4) (road light kit standard on GM5900)	$122,770.00	$77,957.84
1	30669	Universal Sunshade, White	$736.00	$662.40

TOTALS	
Equipment Total	$78,620.24
6.25% Sales/Use Tax	Exempt
Total	**$78,620.24**

Quote is valid for 30 days
New Toro commercial equipment comes with a two-year manufacturer warranty
Equipment delivery at no additional charge
All commercial products purchased by a credit card will be subject to a 2.5% service fee.

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

JP Bliss
Outside Sales Representative
314-873-3322

Karen Wangensteen
Inside Sales Representative
763-592-5643

MTI Distributing, Inc. • 8901 Springdale Avenue • Berkeley, MO 63134

City Manager Tim Gleason Approval

Date Signed

IL Bid Buy – State Contract

Master Blanket Purchase Order 18-416CMS-BOSS4-P-621

Header Information

Purchase Order Number: 18-416CMS-BOSS4-P-621 Release Number: 0 Short Description: JPMC Mowers, Trimmers, Blowers

Status: 3PS - Sent Purchaser: Jack EckReceipt Method: Quantity

Fiscal Year: 2018 PO Type: Blanket Minor Status:

Organization: CMS - Central Management Services

Department: BOSS41610 - Strategic Sourcing Location: AG001 - Strategic Sourcing Type Code: Competitive Sealed Bidding

Alternate ID: 9100000180 Entered Date: 02/08/2018 03:01:04 PM Control Code:

Days ARO: 30 Retainage %: 0.00% Discount %: 0.00%

Print Dest Detail: If Different

Catalog ID: Release Type: Direct Release Pcard Enabled: No

Contact Instructions: Tax Rate: Actual Cost: $0.00

Is this a Small Business Set Aside Procurement?: No

Date Contract Executed:

Master Contract?: Yes

Original/ Old Contract/PO Number: PSD4018513

Incoterm Key:

Incoterm Location (City):

Release Begin Date:

Release End Date:

Is there a BEP/VBP Participation Goal? : No

Agency Attachments: Email for 2019 Price Increase Request~1.pdf

2019 Price Increase Request Summary 01.07.19~1.xlsx

Vendor Attachments:

Primary Vendor Information & PO Terms

Vendor:V00001922 - MTI Distributing, Inc.

Karen Wangensteen

4830 Azelia Avenue N., Suite 100

Brooklyn Center, MN 55429

US

Email: karen.wangensteen@mtidistributing.com

Phone: (763)592-5643

FAX: (763)592-6643 Payment Terms: NA Shipping Method: Best Way

Shipping Terms: Freight Terms: Freight Prepaid

PO Acknowledgements:

Document	Notifications	Acknowledged Date/Time
Purchase Order	Emailed to karen.wangensteen@mtidistributing.com at 03/08/2018 09:41:57 AM	03/08/2018 01:02:55 PM
Change Order 1	Emailed to karen.wangensteen@mtidistributing.com at 03/19/2019 04:26:03 PM	03/20/2019 08:42:24 AM

Master Blanket/Contract Vendor Distributor List

Vendor ID Vendor Name Preferred Delivery Method Vendor Distributor Status

V00001922

MTI Distributing, Inc. Email Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 03/02/2018 Master Blanket/Contract End Date: 03/01/2021

Cooperative Purchasing Allowed: Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	$0.00	$319,717.71	$0.00
416CMS - CMS - Central Management Services	BOSS41610 - Strategic Sourcing	$0.00	$0.00	$0.00

Item Information

1-5 of 14

1 2 3

Print Sequence # 1.0, Item # 1: ZERO-TURN, COMMERCIAL, 52" MOWER DECK ENGINE: 1. MIN 24HP GAS STATE CYLINDER DISPLACEMENT: _____CC 2. LIQUID COOLED 3. DIESEL, (TIER 4 IF > 25HP) STATE FUEL CAPACITY: _____GAL. DRIVE SYSTEM: 1. HYDRAULIC PUMPS - 2 2. WHEEL MOTORS - 2 MOWER DECK: SIDE DISCHARGE 1. 7 GAUGE STEEL W/REINFORCED GUARD 2. DECK DEPTH - 5", MINIMUM 3. CUTTING HEIGHT: MIN. 1" TO 5" 4. ANTI-SCALP ROLLERS - MIN. 4 5. ELECTRIC/MAGNETIC CLUTCH FEATURES: 1. ELASTOMERIC ADJUSTABLE SUSPENSION SEAT 2. SEAT BELTS 3. BEVERAGE HOLDER 4. FOLDING ROPS 5. 1-5/8" DIAMTER GRIPS ADJUSTABLE, DAMPENED 6. HOUR METER DRIVE TIRES & CASTERS: 1. MANUFACTURER STANDARD RATED SIZE FOR UNIT WEIGHT AND PERFORMANCE BRAND: TORO MODEL: 74266 CYLINDER DISPLACEMENT: 898 CC FUEL CAPACITY: 12 GAL 3PS - Sent

NIGP Code: 515-45

Lawn Mowers, Power, Heavy Duty, Rotary Type, Including Self-Propelled Types, (See Class 020 For Highway Type)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost

Print Sequence # 7.0, Item # 7: WIDE AREA MOWER, 192" CUTTING WIDTH SPECIFICATIONS: ENGINE: 1. MIN. 89HP GAS STATE CYLINDER DISPLACEMENT: _____CC 2. DIESEL, TIER 4 STATE FUEL CAPACITY: _____GAL 3. LIQUID COOLED 4. LUBRICATION - PRESSURIZED 5. ELECTRICAL SYSTEM * 12V, CIRCUIT BREAKER, FUSES TRACTION AND DRIVE: 1. TRACTION SYSTEM * HYDROSTATIC * SERVO CONTROLLED VARIABLE DISPLACEMENT PISTON MOTOR * SELECTABLE TWO OR FOUR WHEEL DRIVE 2. DECK DRIVE - HYDRAULIC MOTORS, SELF LUBRICATING TIRES, BRAKES AND STEERING: 1. MANUFACTURER STANDARD RATED SIZE FOR UNIT WEIGHT AND PERFORMANCE 2. SERVICE BRAKES * PARKING BRAKE-HAND OR FOOT OPERATED 3. STEERING - POWER & TILT DECKS AND CUTTING UNITS: 1. NUMBER * (1) FULL FLOATING FRONT DECK * (2) FULL FLOATING WING DECKS 2. CONSTRUCTION - MIN. 10 GAUGE STEEL 3. CASTER WHEELS - STANDARD PNEUMATIC TIRES 4. ANTI-SCALP CUPS & ROLLERS 5. CUTTING UNIT LIFT - HYDRAULIC 6. BLADES - (8) 7. HEIGHT OF CUT - MIN. 1" TO 5" 8. OVERALL CUTTING WIDTH - 192" BRAND: TORO MODEL: 31698 / GM5900 CYLINDER DISPLACEMENT: 3300CC FUEL CAPACITY: 35 GA

3PS - Sent

NIGP Code: 515-45
Lawn Mowers, Power, Heavy Duty, Rotary Type, Including Self-Propelled Types, (See Class 020 For Highway Type)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	$77,957.84	EA - Each	0.00	$0.00		$0.00	$0.00

Manufacturer: Brand: TORO Model: 31698 / GM5900

Make: Packaging:

Additional NIGP Code:

CONSENT AGENDA ITEM NO. 8.F

FOR COUNCIL: June 24, 2020

SPONSOR: Information Services Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Annual Software Licensing Maintenance and Support Payment with Tyler Technologies, for various MUNIS modules of the City's Enterprise Resource Planning (ERP) system, in the amount of $197,832.59, as requested by the Information Services Department.

RECOMMENDED MOTION:
The proposed Renewal be approved.

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 MUNIS Enterprise Resource Planning (ERP) system is critical to the daily operations of every City department. The MUNIS ERP system is helping to streamline and automate many service-related processes throughout the City. The maintenance agreement is a key ongoing requirement, as it provides technical support and software updates for the system.

Staff is requesting Council approval of the payment to Tyler Technologies for the maintenance agreement for multiple MUNIS modules. This payment provides coverage from May 1, 2020, through April 30, 2021. Modules included in this maintenance agreement request are:

Human Resources Management
Bid/Contract Management
Accounts Payable
Budget
Treasury Management
Project Accounting
Facility Management
Tyler Content Manager
Inventory
Utility Billing
Performance Based Budgeting
Citizen Self Service
Employee Expense Reimbursement
Consolidated Annual Financial Report
Statement Builder
Payroll
General Ledger
Accounts Receivable
General Billing
Cashiering
Fleet Management
Work Orders
Business Licenses
Fixed Assets
Tyler Incident Management
Business & Vendor Self Service
Employee Self Service
Maplink (GIS interface)

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this payment should move forward since these modules provide essential technological resources that are required by the entire City staff to provide services to the public.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Funds are included in the FY 2021 Budget under the Information Services-Repair/Maintenance Office & Computer Equipment Account (10011610-70530). Stakeholders can locate this in the FY 2021 Proposed Budget Book titled "Budget Overview & General Fund" on page 137.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Craig McBeath, Interim Director of Information Services

Reviewed by:

Craig McBeath, Interim Director of Information Services 6/8/2020

Carla Murillo, Procurement Manager 6/8/2020

Chris Tomerlin, Budget Manager 6/8/2020

Jeffrey R. Jurgens, Corporation Counsel 6/12/2020

Tara Henry, Legislative Assistant 6/18/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- IS 1B Invoice 045-295540
- IS 1C Tyler Techologies LSJF 05222020

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-295540	04/01/2020	1 of 3

Questions:
Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com

Bill To: CITY OF BLOOMINGTON
ATTN: SCOTT SPROULS
109 E. OLIVE STREET
BLOOMINGTON, IL 61701

Ship To: CITY OF BLOOMINGTON
ATTN: SCOTT SPROULS
109 E. OLIVE STREET
BLOOMINGTON, IL 61701

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
41401	135509		USD	NET45	05/16/2020

Date	Description	Units	Rate	Extended Price
	TYLER UNLIMITED CLIENT ACCESS MAINTENANCE Maintenance: Start: 01/May/2020, End: 30/Apr/2021	1	4,600.00	4,600.00
	TYLER FORM PROCESSING SUPPORT Maintenance: Start: 01/May/2020, End: 30/Apr/2021	1	3,693.64	3,693.64
	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP Maintenance: Start: 01/May/2020, End: 30/Apr/2021	1	21,275.35	21,275.35
	SUPPORT & UPDATE LICENSING - PROJECT ACCOUNTING Maintenance: Start: 01/May/2020, End: 30/Apr/2021	1	4,840.15	4,840.15
	SUPPORT & UPDATE LICENSING - BID MANAGEMENT Maintenance: Start: 01/May/2020, End: 30/Apr/2021	1	2,925.37	2,925.37
	SUPPORT & UPDATE LICENSING - REQUISITIONS Maintenance: Start: 01/May/2020, End: 30/Apr/2021	1	4,521.01	4,521.01
	SUPPORT & UPDATE LICENSING - TREASURY MANAGEMENT Maintenance: Start: 01/May/2020, End: 30/Apr/2021	1	4,521.01	4,521.01
	SUPPORT & UPDATE LICENSING - PURCHASE ORDERS Maintenance: Start: 01/May/2020, End: 30/Apr/2021	1	6,382.61	6,382.61
	SUPPORT & UPDATE LICENSING - CONTRACT MANAGEMENT Maintenance: Start: 01/May/2020, End: 30/Apr/2021	1	2,925.37	2,925.37
	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE Maintenance: Start: 01/May/2020, End: 30/Apr/2021	1	5,850.73	5,850.73
	SUPPORT & UPDATE LICENSING - GENERAL BILLING Maintenance: Start: 01/May/2020, End: 30/Apr/2021	1	2,659.44	2,659.44
	SUPPORT & UPDATE LICENSING - MUNIS OFFICE Maintenance: Start: 01/May/2020, End: 30/Apr/2021	1	4,388.04	4,388.04
	SUPPORT & UPDATE LICENSING - TYLER REPORTING SERVICES Maintenance: Start: 01/May/2020, End: 30/Apr/2021	1	7,387.29	7,387.29
	SUPPORT & UPDATE LICENSING - ROLE TAILORED DASHBOARD Maintenance: Start: 01/May/2020, End: 30/Apr/2021	1	4,388.04	4,388.04
	SUPPORT & UPDATE LICENSING - APPLICANT TRACKING Maintenance: Start: 01/May/2020, End: 30/Apr/2021	1	1,462.69	1,462.69
	SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT Maintenance: Start: 01/May/2020, End: 30/Apr/2021	1	3,058.35	3,058.35
	SUPPORT & UPDATE LICENSING - PAYROLL WITH EMPLOYEE SELF SERVICE Maintenance: Start: 01/May/2020, End: 30/Apr/2021	1	6,249.64	6,249.64
	SUPPORT & UPDATE LICENSING - TYLER CASHIERING Maintenance: Start: 01/May/2020, End: 30/Apr/2021	1	8,510.16	8,510.16
	SUPPORT & UPDATE LICENSING - BUSINESS LICENSES Maintenance: Start: 01/May/2020, End: 30/Apr/2021	1	5,318.84	5,318.84

Remittance:
Tyler Technologies, Inc.
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P.O. Box 203556
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BLOOMINGTON, IL 61701

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
41401	135509		USD	NET45	05/16/2020

Date	Description	Units	Rate	Extended Price
	SUPPORT & UPDATE LICENSING - STANDARD FUEL INTERFACE Maintenance: Start: 01/May/2020, End: 30/Apr/2021	1	1,010.58	1,010.58
	SUPPORT & UPDATE LICENSING - WORK ORDERS, FLEET & FACILITIES MANAGEMENT Maintenance: Start: 01/May/2020, End: 30/Apr/2021	1	8,044.74	8,044.74
	SUPPORT & UPDATE LICENSING - PERMITS & CODE ENFORCEMENT Maintenance: Start: 01/May/2020, End: 30/Apr/2021	1	11,376.41	11,376.41
	SUPPORT & UPDATE LICENSING - MUNIS MAPLINK Maintenance: Start: 01/May/2020, End: 30/Apr/2021	1	4,388.04	4,388.04
	SUPPORT & UPDATE LICENSING - UTILITY BILLING CIS Maintenance: Start: 01/May/2020, End: 30/Apr/2021	1	10,903.62	10,903.62
	SUPPORT & UPDATE LICENSING - UTILITY BILLING INTERFACE Maintenance: Start: 01/May/2020, End: 30/Apr/2021	1	3,510.43	3,510.43
	SUPPORT & UPDATE LICENSING - FIXED ASSETS Maintenance: Start: 01/May/2020, End: 30/Apr/2021	1	6,435.79	6,435.79
	SUPPORT & UPDATE LICENSING - INTERFACE TO BMI TRACKING Maintenance: Start: 01/May/2020, End: 30/Apr/2021	1	1,010.58	1,010.58
	SUPPORT & UPDATE LICENSING - INVENTORY Maintenance: Start: 01/May/2020, End: 30/Apr/2021	1	6,435.79	6,435.79
	SUPPORT & UPDATE LICENSING - PERFORMANCE BASED BUDGETING Maintenance: Start: 01/May/2020, End: 30/Apr/2021	1	7,712.32	7,712.32
	SUPPORT & UPDATE LICENSING - EMPLOYEE EXPENSE REIMBURSEMENT Maintenance: Start: 01/May/2020, End: 30/Apr/2021	1	2,393.49	2,393.49
	SUPPORT & UPDATE LICENSING - TYLER INCIDENT MANAGEMENT Maintenance: Start: 01/May/2020, End: 30/Apr/2021	1	7,978.28	7,978.28
	SUPPORT & UPDATE LICENSING - BUSINESS & VENDOR SELF SERVICE Maintenance: Start: 01/May/2020, End: 30/Apr/2021	1	4,521.01	4,521.01
	SUPPORT & UPDATE LICENSING - CITIZEN SELF SERVICE Maintenance: Start: 01/May/2020, End: 30/Apr/2021	1	5,850.73	5,850.73
	SUPPORT & UPDATE LICENSING - TYLER CONTENT MANAGER SE Maintenance: Start: 01/May/2020, End: 30/Apr/2021	1	7,978.28	7,978.28
	SUPPORT & UPDATE LICENSING - CAFR STATEMENT BUILDER Maintenance: Start: 01/May/2020, End: 30/Apr/2021	1	3,324.77	3,324.77

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

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045-295540	04/01/2020	3 of 3

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BLOOMINGTON, IL 61701

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
41401	135509		USD	NET45	05/16/2020

Date	Description	Units	Rate	Extended Price

City Manager Tim Gleason Approval

Date Signed

ATTENTION
Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal	197,832.59
Sales Tax	0.00
Invoice Total	197,832.59

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A and B)

SECTION A –LIMITED SOURCE PURCHASE:

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

Vendor Name & #: Tyler Technologies Inc #2002	Amount: $ 197,832.59	Date: 5/22/2020

Description of item/service: Annual software license maintenance and support renewal covering various modules of the City's MUNIS Enterprise Resource Planning (ERP) system

Justification: Explain why this vendor is the only vendor that can perform this work:
In 2010, the City selected MUNIS, from Tyler Technologies as the Enterprise Resource Planning (ERP) platform and service. The ERP platform provides Financials, Payroll, Human Resource, Community Development, Utility Billing, and inventory functionality (among others) city-wide. As such, it is critical to keep software maintenance, support, and updates active on the system. It is only possible to obtain this maintenance/support for MUNIS directly from Tyler Technologies.

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

(Name and Signature of Department Head) — Date: 6/3/2020

SECTION C –TO BE COMPLETED BY PROCUREMENT OFFICE:

Based on the information provided in Section A and attached supporting documents,
I concur ☑ / do not concur ☐ (see below) with purchase to be a Limited Source.
Do not concur for the following reason(s):

Name and Signature of Purchasing Agent or Designee — Date: 6/8/2020

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

CONSENT AGENDA ITEM NO. 8.G

FOR COUNCIL: June 24, 2020

SPONSOR: Community Development Department

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION:
The proposed Agreement be approved.

STRATEGIC PLAN LINK:
-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:
-Objective 1e. Partnering with others for the most cost-effective service delivery
-Objective 1c. Engaged residents that are well informed and involved in an open governance process
-Objective 1a. Budget with adequate resources to support defined services and level of services

BACKGROUND: The McLean County Regional Planning Commission (MCRPC) has provided long range planning services to the City of Bloomington, Town of Normal, and McLean County for decades. Their function includes services such as preparation of the Long-Range Transportation Plan, compilation and publication of the community's statistical data, and technical assistance with long-range planning (see attached Unified Work Program FY2021).

Every year, the City of Bloomington and the Commission enter into a Regional Service Agreement (see attached FY2021 RSA) that outlines services the Commission intends to provide to the City over the subsequent twelve months. Additionally, the City pays the Commission a flat service fee. The Service Agreement and fee are consistent across governmental jurisdictions, and the annual fees, as well as state and federal grants, provide operational funding to the Commission. For the past few years, the fee to MCRPC has remained consistent; and the proposed fee for FY2021 is $54,000.00.

Past Fiscal Year City Contributions are as follows:
FY 2017 $54,674.00
FY 2018 $54,181.47
FY 2019 $54,000.00
FY 2020 $54,000.00

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this partnership is a priority of the City and staff is recommending the agreement

be approved. The partnership is a priority because it allows the City, the County and the Town to more effectively plan for the future and coordinate regionally, as well as access federal transportation funding.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: See attached Unified Work Program FY2021.

FINANCIAL IMPACT: The FY2021 Budget appropriates $54,000.00 in the Planning-To McLean County Regional Planning account (10015420-75025) to cover an annual fee for services rendered by MCRPC. The proposed FY 2021 fee of $54,000.00 is the same as in previous years. The fee is consistent across governmental jurisdictions and with previous contributions. Stakeholders can locate this in the FY 2021 Proposed Budget Book titled "Budget Overview and General Fund" on page 214.

COMMUNITY DEVELOPMENT IMPACT: The City of Bloomington's Comprehensive Plan lists the McLean County Regional Planning Commission as a partner agency several times throughout the document. The McLean County Regional Planning Commission also helped draft the document.

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by:

Robert G. Mahrt, Community Development Director 6/10/2020

Chris Tomerlin, Budget Manager 6/11/2020

Jeffrey R. Jurgens, Corporation Counsel 6/12/2020

Tara Henry, Legislative Assistant 6/17/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- CD 3B Bloomington RSA_FY2021 (pt signed)
- CD 3C FY21 Unified Work Plan

REGIONAL PLANNING SERVICE AGREEMENT

This agreement is entered into as of the 1st day of July, 2020, by and between the McLean County Regional Planning Commission (hereinafter referred to as the "Commission") and the City of Bloomington (hereinafter referred to as the "City").

The parties do mutually agree as follows:

A. Period of Agreement

This agreement shall remain in full force and effect through June 30, 2021.

B. Long Range Planning Services

The Commission shall maintain a permanent professional planning staff capable of performing, or causing to be performed, a long range planning work program, including the following activities:

1. Assist the City in the periodic updating of plans and ordinances that pertain to planning and development, including the Comprehensive plan and zoning ordinances and subdivision regulations as needed.

2. Prepare or coordinate the preparation and updating of reports that are an integral part of the McLean County Transportation Study, including the Unified Work Program (UWP), Long Range Transportation Plan (LRTP), and the Transportation Improvement Program (TIP).

3. Maintain a website to post statistical data, plans and studies, and other planning-related information to serve as a resource for local governments and the public.

4. Provide assistance in the preparation of applications for Federal or State funding as needed.

5. Attend meetings of county and municipal government and civic organizations or other groups interested in planning and development as requested and as schedules permit.

6. Provide technical assistance as needed and requested in matters of long range planning and development.

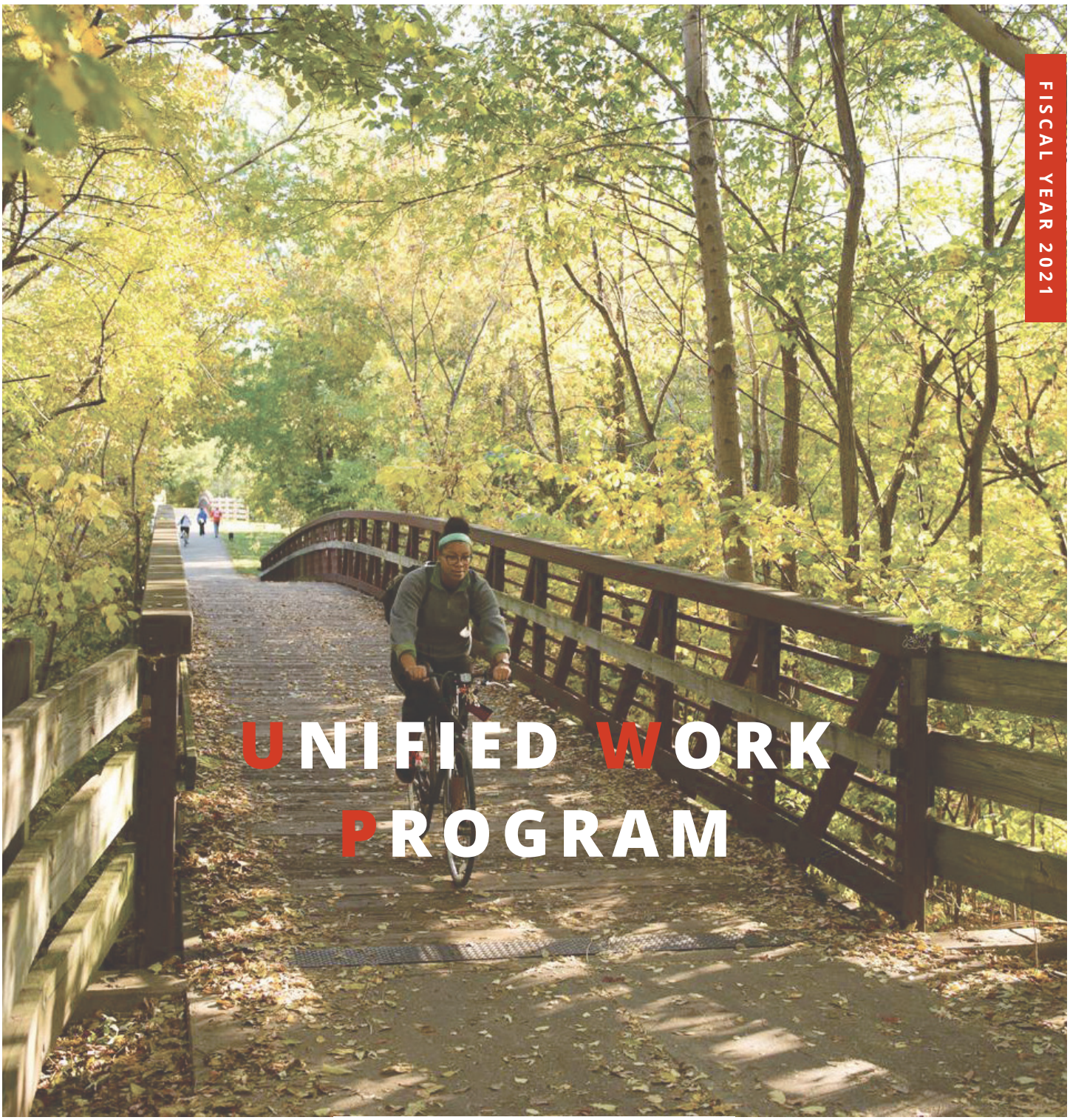
C. Staff

The Commission shall employ a Director of the Commission and other employees as necessary and authorized by the budget. It is agreed by all parties that the City short range planner will be available to assist the Commission staff to accomplish the activities specified in "B" above as applicable to the City of Bloomington.

D. Financing

The City of Bloomington will remit to the Commission the sum of FIFTY-FOUR THOUSAND AND 00/100 DOLLARS ($54,000.00) in two equal installments for the period of July 1, 2020 through June 30, 2021. The City will remit TWENTY-SEVEN THOUSAND AND 00/100 DOLLARS ($27,000.00) for each installment once in July 2020 and again in January 2021 upon the City's receipt of an invoice for said amount.

Mayor - City of Bloomington	City Clerk - City of Bloomington	Date
[redacted]	[redacted]	6/8/20
Chairperson McLean County Regional Planning Commission	Executive Director McLean County Regional Planning Commission	Date

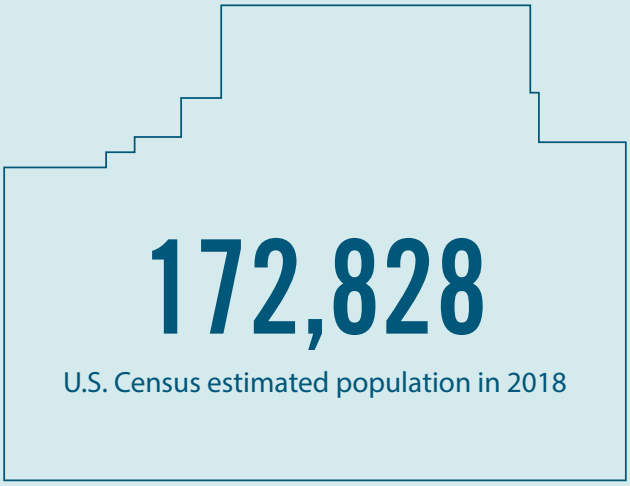


FISCAL YEAR 2021

UNIFIED WORK PROGRAM

MCLEAN COUNTY, ILLINOIS

MCRPC
McLean County
Regional Planning Commission



Photos from BN Advantage

SFY 2021 (JULY 1, 2020–JUNE 31, 2021)

UNIFIED WORK PROGRAM

For Planning and Related Activities to Be Performed by the McLean County Regional Planning Commission in Cooperation with Federal, State, and Local Units of Government

The preparation of this report was financed in part through a technical studies grant from the U.S. Department of Transportation: Federal Highway Administration and Federal Transit Administration.

This work program is intended to comply with Title VI of the 1964 Civil Rights Act (42 U.S.C. 2000d-1) and Executive Order No. 12898 on environmental justice issued on February 11, 1994. Title VI of the Civil Rights Act (42 U.S.C. 2000-1) states that "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program, or activity receiving Federal financial assistance." The Executive Order on environmental justice further amplifies Title VI by providing that "each Federal agency shall make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations." These items are addressed under work elements 304 and 308 of this Unified Work Program, wherein issues relating to policies affecting transportation, housing, employment and other planning considerations affecting minority and low-income populations are addressed.

MCRPC VISION, MISSION, & VALUES

VISION

MCRPC is the leader for planning tomorrow's McLean County.

MISSION

We bring expert planning, deep local knowledge and vibrant public participation as we shape our future to promote opportunity, livability, and sustainability.

VALUES

REGIONALISM

We believe regionalism is the cornerstone of our existence, and our unique regional perspective provides us the vantage point to address issues that extend beyond traditional boundaries.

- We are the catalyst for building consensus from diverse viewpoints.
- We provide forums that facilitate regional dialogue.
- Our planning process promotes regional unity.

GOVERNANCE

We feel policy decisions are best made by the level of government closest to the people.

- We directly involve local governments in our decision-making process.
- Our process operates through the Commission, an executive board of local government and agency representatives.
- The Commission is supported by the Executive Committee and numerous study, technical, and policy committees.

PROFESSIONALISM & EXCELLENCE

We provide high quality services through well-trained, technically proficient staff.

- We offer informed and professional technical assistance.
- We have a firm commitment to dedicated, high-quality public service.
- We hold ourselves accountable to municipalities, the public, and granting authorities.

SERVICE

We serve the planning needs of communities of McLean County individually and collectively.

- We advance the recognition that healthy communities balance diverse needs.
- We work collaboratively with local governments, area organizations, private entities and other public-private efforts to achieve that balance.

ADVOCACY

We advocate on behalf of our regional community at all levels of government.

- We maintain an objective and impartial approach to issues.
- We adhere to strong standards of professionalism in all aspects of our work for the betterment of the Region.

INNOVATION

We recognize our communities are best served by our ability to anticipate the consequences of dynamic change.

- We focus on innovative solutions to both existing and future challenges facing local governments and the region, grounded in respect for our history and culture.

INCLUSION

We engage the public in an open and broadly participatory planning process.

- We seek active participation and welcome alternate views of all groups.
- We ensure that all citizens have the opportunity to observe, debate, question, and participate in the planning process.

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MCLEAN COUNTY TRANSPORTATION COMMITTEES

POLICY COMMITTEE

Mary Kramp, Chair
Chair, McLean County Regional Planning Commission

Tari Renner
Mayor, City of Bloomington

Chris Koos
Mayor, Town of Normal

William Caisley
Chairperson, McLean County Board Transportation Committee

Scott Neihart
Program Development Engineer, IDOT, District 5

TECHNICAL COMMITTEE

Raymond Lai, AICP, Chair
Executive Director, McLean County Regional Planning Commission

Tim Gleason
City Manager, City of Bloomington

Pamela Reece
City Manager, Town of Normal

Camille Rodriguez
County Administrator, McLean County

Wayne Aldrich
Director of Public Works, Town of Normal

Kevin Kothe
Director of Public Works, City of Bloomington

Jerry Stokes
County Engineer, McLean County

Robert Nelson
Planning and Services Chief, IDOT, District 5

Dan Magee
Federal-Aid Coordinator, IDOT, District 5, Local Roads

Carl Olson
Director, Bloomington-Normal Airport Authority

Isaac Thorne
General Manager, Connect Transit

LOCAL GOVERNMENT PLANNING STAFF

Katie Simpson
City Planner, City of Bloomington

Mercy Davison, AICP
Town Planner, Town of Normal

Philip Dick, AICP
Director of Building and Zoning, McLean County

MCLEAN COUNTY REGIONAL PLANNING COMMISSION

COMMISSIONERS

Mary Kramp
Chairman, County of McLean

Jim Fruin
Vice-Chairman, County of McLean

Bart Bittner
County of McLean

John Burrill
B-N Water Reclamation District

Diana Hauman
City of Bloomington

Taunia Leffler
Unit School District #5

Carl Olson
Airport Authority

Michael Pettorini
Town of Normal

Carl Teichman
Town of Normal

Mark Wylie
Charter School District #87

EXECUTIVE COMMITTEE

Mary Kramp
Chairman

Jim Fruin
Vice-Chairman

Diana Hauman
City of Bloomington

Tim Gleason*
City Manager, City of Bloomington

Pamela Reece*
City Manager, Town of Normal

Camille Rodriguez*
County Administrator, County of McLean

Raymond Lai*
Executive Director, MCRPC

* Non-voting members

MCRPC STAFF

Raymond Lai, AICP
Executive Director

Melissa Robinson
Office Manager/Executive Assistant

Jennifer Sicks, AICP
Senior Planner, Transportation

Lauren Gibson
Community Planner

Alyssa Cooper
Community Planner

Timothy Riley
Assistant Planner



INTRODUCTION

Each year, federally-designated Metropolitan Planning Organizations (MPOs) are required to prepare a Unified Work Program (UWP), in cooperation with member agencies, to describe all anticipated transportation planning activities over the course of the upcoming grant fiscal year. As the designated MPO for the Bloomington-Normal urbanized area, the McLean County Regional Planning Commission (MCRPC) developed the UWP for grant fiscal year 2021 (July 1, 2020 to June 30, 2021) in compliance with the Fixing America's Surface Transportation (FAST) Act.

This Unified Work Program (UWP) serves as a guide for the efficient use of local, state and federal funds to carry out transportation and related planning activities in McLean County, Illinois. Pursuant to this, the UWP identifies proposed work activities to be carried out in the coming fiscal year and includes a line item budget in support of those activities. The work activities and budget were developed within the broader framework of a projected five-year work program, which reflects both the MCRPC's overall mission and the planning factors identified by the Fixing America's Surface Transportation Act (FAST Act).

The UWP identifies several tasks to be performed in several program categories, taking into account the planning factors identified in the FAST Act. See Exhibit-A Transportation Related Work Elements and Tasks. MCRPC will produce the required quarterly reports to the Illinois Department of Transportation Office of Planning and Programming on the progress of the projects identified in the UWP. These reports will act as a performance dashboard for the tasks and the outcomes identified in the UWP.

NOTE: In the years past, MCRPC's fiscal year was the same as that of the State (July 1 to June 30) and hence the UWP served as the Overall Work Program (OWP) for the agency. Due to regulatory changes in 2018, originating from the Grants Accountancy and Transparency Act (GATA), MCRPC is mandated to be part of McLean County's single audit. This requires that the MCRPC fiscal year match with that of the County (January 1 to December 31).

The UWP document will only contain the Transportation Elements of the MCRPC's Overall Work Program (OWP). The UWP will be approved by the MCRPC's Transportation Technical and Policy Committees while the OWP will be approved by the Commission. This proposed UWP takes effect July 1, 2020.

EXHIBIT A

FY 2021 Transportation Related Work Elements and Tasks

MCRPC

100 General Administration
101 General Administration

300 Comprehensive Planning and Technical Assistance
301 Regional Comprehensive Plan
302 Coordination of Development Activity
304 Environmental Planning
305 Transportation and Land Use Connection (TLC) Grant Program
306 Other

400 Transportation Planning and Technical Assistance
401 Transportation Administration and Technical Assistance
402 Transportation Improvement Program (TIP)
403 Complete Streets and Transit Oriented Development
404 Sustainable Transportation Programming
405 Regional Health Initiatives
406 Long-Range/Metropolitan Transportation Plans (LRTP/MTP)
407 Travel Demand Modeling

500 Data, Technology, and Smart Cities
501 Research and outreach
502 Innovative projects
503 Data Gatheringand Dashboard
504 Spatial Data Analysis and Maps

600 Education and Outreach
601 Website and social media
602 Outreach efforts
603 Publications

700* Human Service Transportation Plan
701 Administration and Technical Assistance
702 HST Plan updates and monitoring
703 Mobility Management
704 Rural Transit Pilot Project

800* Rural Planning
801 Rural Planning Administration
802 Data, Metrics and Maps
803 Planning Toolkit
804 Planning Assistance
805 Programing Support
806 Education and Outreach
807 Other Projects

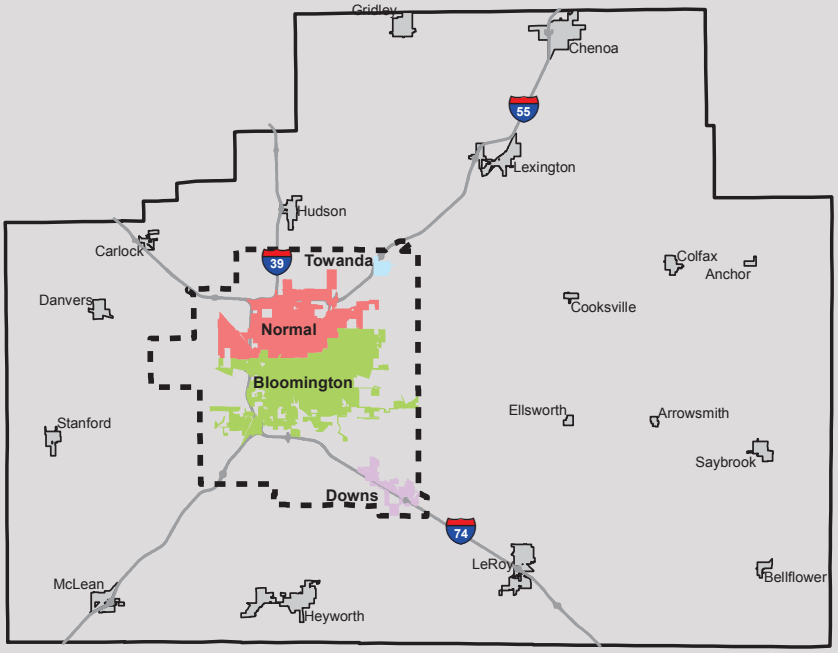
***Note: HSTP, and Rural Planning projects are funded by IDOT grants separate from FHWA PL or FTA (5305D) grants. Hence the project totals are not included in Line Item Budget - Table 2.2, or Program Funding Sources-Table 2.3. Cost associated with the aforementioned projects are detailed in the Project Budget section of the UWP.**

PURPOSE & ROLE OF A METROPOLITAN PLANNING ORGANIZATION (MPO)



A MPO is a transportation policy-making organization composed of representatives from local government and transportation implementers. The 1962 Federal-Aid Highway Act required the formation of a MPO for all urbanized (metropolitan) areas with a population greater than 50,000. MPOs were established to ensure that existing and future expenditures for transportation projects and programs were based on a comprehensive, cooperative, and continuing (3C) planning process. Federal funding for transportation projects and programs are channeled through this planning process. Over successive authorization cycles leading to the passage of the Fixing America's Surface Transportation Act (FAST Act) in 2015, Congress has added and revised substantive content expected from the 3-C process.

MCRPC is the designated MPO for the Bloomington-Normal urbanized area. Current members include the City of Bloomington, Town of Normal, McLean County, Connect Transit and Bloomington-Normal Airport Authority, along with the Illinois Department of Transportation (IDOT), Federal Highway Administration (FHWA) and Federal Transit Administration (FTA). Each year, MPOs are required to prepare a Unified Work Program (UWP) in cooperation with member agencies, to describe all anticipated transportation planning activities over the course of the upcoming state fiscal year. The UWP is an essential step in the development of a continuing, cooperative, and comprehensive (3C) transportation planning process in an urbanized area.



McLean County Metropolitan Planning Area

Fixing America's Surface Transportation (FAST) Act

The FAST Act was signed into law in 2015—the first federal law in a decade to provide multi-year funding for surface transportation infrastructure planning and investment. It addresses all modes of transportation and enhances many of the existing provisions and programs defined in past transportation legislation. The FAST Act will expire at the end of the Federal Fiscal Year 2020, on September 30, 2020. As of March 2020, a reauthorization bill has not yet taken shape. FAST Act defines ten specific planning factors to be considered when developing transportation plans and programs in a metropolitan area to ensure consistency with national goals and objectives:

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.
2. Increase the safety of the transportation system for motorized and non-motorized users.
3. Increase the security of the transportation system for motorized and non-motorized users.
4. Increase the accessibility and mobility options available to people and for freight.
5. Promote efficient system management and operation.
6. Local planned growth and economic development patterns.
7. Protect and enhance the environment, promote energy conservation, improve quality of life, and promote consistency between transportation improvements and state and enhance the integration and connectivity of the transportation system, across and between modes, for people and freight.
8. Emphasize the preservation of the existing transportation system.
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation.
10. Enhance travel and tourism.



PROJECTED FIVE-YEAR WORK PROGRAM

The MCRPC actively monitors development and is actively engaged in the periodic updates of the plans to ensure maximum effectiveness and applicability. These philosophies are embedded in the MCRPC's long range planning strategy and are reflected in the Projected Five-Year Work Program. The five-year program will be updated and extended each year as part of the annual process of preparing the OWP. Thus, the projected five-year work program will continue to be an important component of the UWP as it serves to illuminate the vision of the work that lies ahead.

Exhibit B

Projected Five-Year Strategic Priorities (Adopted: March 7, 2018)

Work Element by Category	Activity by Fiscal Year				
	2020	2021	2022	2023	2024
*Rural planning					
Regional Comprehensive Plan					
Regional housing initiatives					
Coordination of development activity					
Regional economic development efforts					
*Regional Energy Plan					
*Regional environmental planning					
*Neighborhood planning/Historic Preservation					
Transportation Administration Streamlining					
Complete streets, TOD and placemaking					
Regional health initiatives					
BN Mobile: LRTP					
Multi-modal travel demand modelling					
Human Service Transportation Planning					
Tracking and reporting data					
Toolkit of best practices and resources					
Data gathering and dashboards					
Spatial data and maps					
Research, education, and advocacy on technology					
*Establish innovation district					
* Technology pilot projects					
*Regional technology plan					
Website, and social media					
Outreach					
Publications					
Professional development					

Ongoing activities
Intense activities
Activity specifics unknown at this time

Note: Strategic priorities identified with an * are unfunded or underfunded at the time these priorities were approved by the Executive Committee and the Commission. The exact scope of work activities will be determined based on the availability of funding during each fiscal year.

Organizational Structure

MCRPC's work programs are carried out through the interaction of Commission members, elected officials, governmental agencies, and staff. This interaction is graphically illustrated in Exhibit C. Commission membership is composed of eleven citizens nominated by major units of government and appointed by the McLean County Board. The current Commission membership is listed on page 6 of this report.

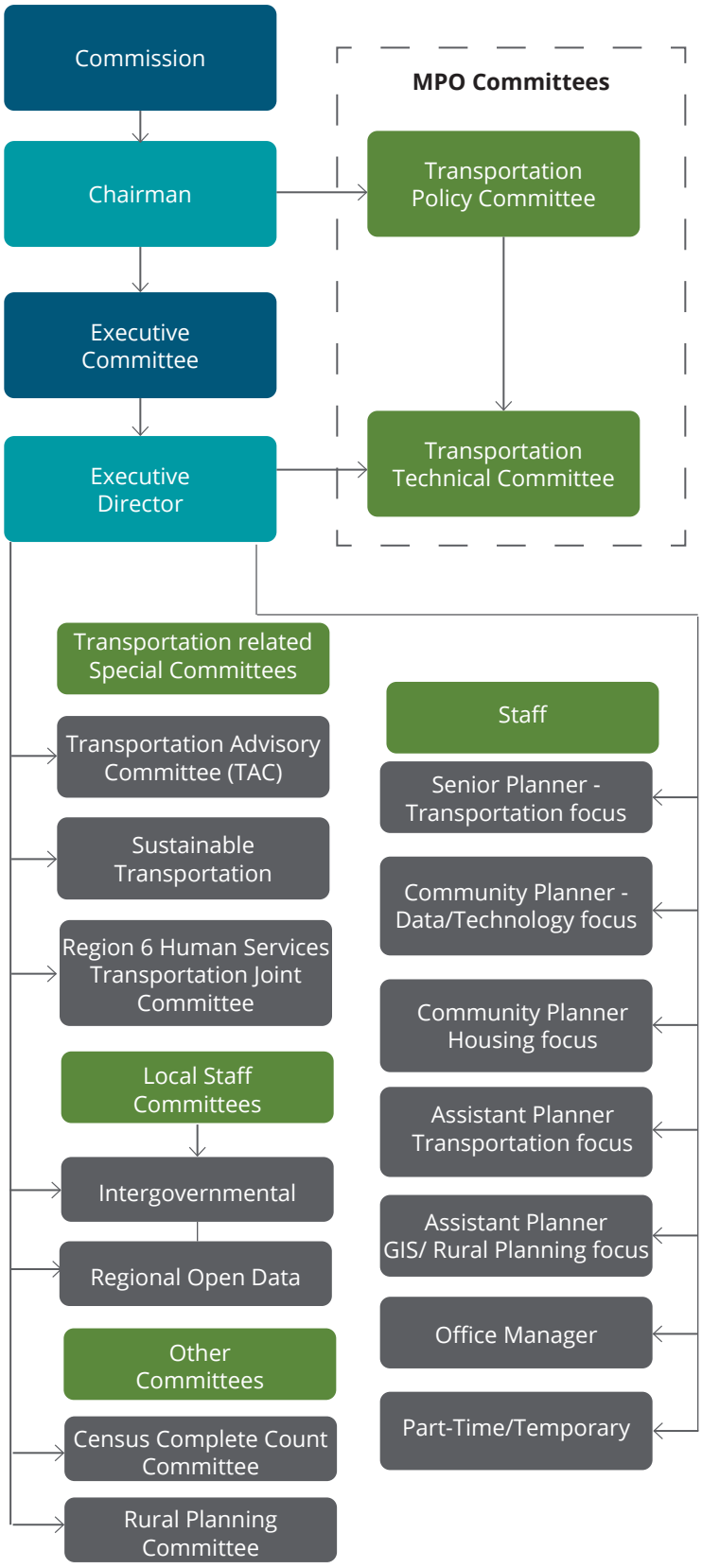
MCRPC interacts with local and state officials through the Transportation Technical and Policy Committees (membership also listed on Page 6). The Commission interacts with local elected officials through the Commission Chairperson, who is also the permanent chair of the Transportation Policy Committee. The Policy Committee also provides for interaction with Illinois Department of Transportation officials as well as local and state elected officials.

At the staff level, the Commission Chairperson chairs the Executive Committee, which includes three voting Commissioners, the McLean County Administrator, the City Managers of Bloomington and Normal and the Executive Director of MCRPC, who serve as the non-voting members. The Executive Director of the MCRPC participates in each of the above committees, and is the permanent chair of the Transportation Technical Committee. This committee reports to the Transportation Policy Committee on transportation matters, and includes management and engineering staff from the City of Bloomington, Town of Normal, McLean County, Central Illinois Regional Airport Authority, Connect Transit and Illinois Department of Transportation.

MCRPC staff also facilitate a variety of Advisory Committees, including various transportation committees, local committees and others as identified in Exhibit C. In addition staff participates in the McLean County Wellness Coalition, Historic Route 66, Solid Waste Technical, and other committees to coordinate activities between the local and regional planning staffs in each of the major work elements.

Exhibit C

MPO Structure



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PROGRAM SUMMARY AND BUDGET



This section presents an overview of the UWP for the coming year. It presents the estimated total staffing requirements and costs to carry out the identified work activities and includes a line item budget. Also included is a summary of anticipated funding by source and project.

Staffing Requirements

The work program provides for seven (7) full time staff members. In addition to the Executive Director, the budgeted staff positions include office manager, senior transportation planner, two community planners, one transportation planner, one general planner (to be hired), and temporary/part-time staff.

Table 2.1 lists the staff allocations to complete the programmed work activities.

Costs

The total estimated cost to implement this work program is $608,324. The anticipated line item costs are illustrated in Table 2.2, along with a break down of allocations to direct costs. Direct costs are chargeable to specific projects and include salaries and non-salary costs, such as materials, services and supplies used directly on projects. Indirect costs, which also include both salaries and non-salary costs, cannot be related to specific projects. Such costs include general administration, supplies, and equipment costs.

The budget provides for 14 different line item expenses, each applied as direct costs. These line item expenses are shown in Table 2.2 and discussed briefly below.

Salaries and Fringe Benefits

Salaries and benefits account for over 70% of the budget and constitute the largest expense. Seven (7) full time staff members are eligible for fringe benefits, which include the Illinois Municipal Retirement Fund, group insurance, paid vacations, paid sick leave, paid holidays, and unemployment insurance.

Advertising/Legal Notices

Advertising is a direct expense and includes event advertising, advertising for employment, public hearing and other required notices.

Copy Machine Expenses

Includes paper, staples, envelopes and other copy machine related expenses

Contractual Services and Sub Awards

Contractual payment for services performed for MCRPC in accordance with terms and conditions of a written contract. This line item includes: expenses for data analysis and expenses for a research fellow through Illinois State University, and may also encompass consultant services.

Dues and Memberships

This line item includes professional dues for the staff and subscriptions for the agency.

Table 2.1

Allocation of Staff Hours by Work Element

UWP CODE	Project	Executive Director	Senior Planner	Planner	Transportation Planner 2	Community Planner 1	Community Planner 2	Office Manager	Part-Time Professional	TOTAL
100	General Administration	350	50	50	50	50	50	950	0	**1,550**
300	Comprehensive Planning	250	400	300	150	200	0	100	500	**1,900**
400	Transportation Planning	400	1,000	500	850	0	0	100	0	**2,850**
500	Data Gathering, Technology	600	0	200	200	1,600	0	50	650	**3,300**
600	Education and Outreach	100	0	200	100	0	0	500	0	**900**
700	HSTP*	50	500	200	600	0	0	100	0	**1,400**
800	Rural Planning *	50	0	200	0	100	0	100	500	**900**
TOTAL		**1,800**	**1,950**	**1,650**	**1,950**	**1,950**	**50**	**1,800**	**1,650**	**12,800**

***Note: HSTP, Rural Planning and SPR projects are funded by IDOT grants separate from FHWA PL or FTA (5305D) grants. Hence the project totals are not included in Line Item Budget - Table 2.2, or Program Funding Sources-Table 2.3. Cost associated with the aforementioned projects are detailed in the Project Budget section of the UWP.**

Letterheads and Printed Forms

Letterheads, printed envelopes or any special type of form which is printed for a particular use that cannot be purchased in open stock.

Non-Contract Services

Payment for specific services not covered elsewhere such as time keeping software, survey software, and document design services.

Operating & Office Supplies

This line item is for minor operational and office supplies, including: paper for copiers & printers, paper plates, cups, etc.

Other Equipment

Copy charges by a third party, includes expenses associated with copy machine rental.

Postage

This line item is for direct expenses for mailed items, including stamps, courier/delivery and/or equivalent services, etc.

Purchase of Computers & related equipment

Equipment and furnishings purchased such as: computers, computer monitors, computer accessories, securements, etc.

Schooling & Conferences (includes parking)

This line item includes travel for 8 conferences (mileage, flight tickets, train tickets, hotel costs, meals at the per diem rates per State of Illinois schedule, and conference registration).

Software License Agreement

This line item includes Adobe and GIS software licenses, software that enables the commuter challenge, dashboards, website, travel demand modeling, data acquisition, and maintenance.

Travel Expenses (not used for training)

This line item includes any travel expenses incurred in conducting MCRPC business including travel to meetings and other project-related travel within the State of Illinois.

Telephone Expenses

Payment for telephone service and support for 10 telephones.

Table 2.2

Line Item Budget

Expense Item	Direct Costs	Percent of Budget
Salaries & Fringe	$420,656	69.15%
Advertising/Legal Notices	$4,000	<1%
Copy Machine Expense	$3,000	<1%
Contractual Services and Sub Awards	$120,289	19.77%
Dues & Memberships	$4,200	<1%
Letterheads and Printed Forms	$13,000	2.14%
Non-Contract Services	$13,300	2.19%
Operating & Office Supplies	$2,000	<1%
Other Equipment	$1,740	<1%
Postage	$500	<1%
Schooling & Conferences (incl parking)	$3,500	<1%
Software License Agreement	$17,000	2.79%
Travel Expense (not associated with training)	$3,939	<1%
Telephone Expenses	$1,200	<1%
TOTAL	**$608,324**	

Note: As in Fiscal Year 2020, MCRPC is not claiming Indirect Cost for Fiscal Year 2021.

Funding

Funding for this year's work program will come from the sources indicated in Table 2.3 and Chart 2.1. Federal transportation funds will continue to account for a significant part of the MCRPC budget with Federal Highway Administration (FHWA-PL) funds and Federal Transit Administration (FTA) funds totaling $377,108. State Metropolitan Planning Funds of $94,277 provide the required local match. Regional service agreements with Bloomington, Normal, and McLean County provide local match requirement for various projects and funding for the Transportation and Land use Connection (TLC) program. Local funding includes that identified as Other, which derives from the transit technical service agreement with Connect Transit. Local funding also includes the total amount provided by the regional service agreement, $116,939; divided equally among Bloomington, Normal, and McLean County.

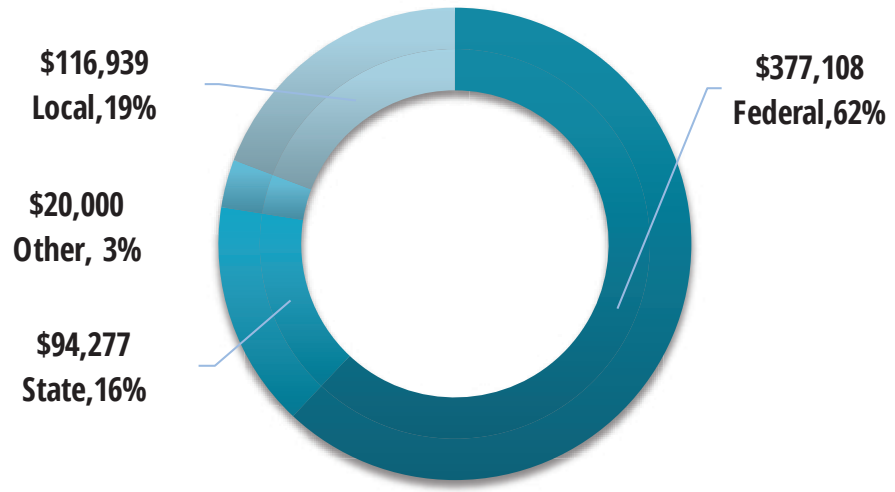
Table 2.3

FY 2021 Program Funding Sources

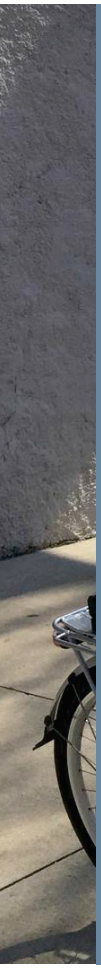
UWP CODE	Program and Project	Budgeted Amount	FHWA/FTA	State Metro	Technical Service/Other
100	General Administration	$73,092	$58,474	$14,618	$0
300	Comprehensive Planning and Technical Assistance	$190,709	$85,536	$21,384	$83,789
400	Transportation Planning and Technical Assistance	$145,860	$100,688	$25,172	$20,000
500	Data Gathering, Technology, and Smart Cities	$156,680	$114,824	$28,706	$13,150
600	Education & Outreach	$41,983	$17,586	$4,937	$20,000
	TOTAL	**$608,324**	**$377,108**	**$94,277**	**$136,939**

Chart 2.1

FY 2021 Program Funding Sources



*Note: HSTP, and Rural Planning projects are funded by IDOT grants separate from FHWA PL or FTA (5305D) grants. The project totals are not included in Line Item Budget - Table 2.2, or Program Funding Sources-Table 2.3. Cost associated with the aforementioned projects are detailed in the Project Budget section of the UWP.



CONTRACT COSTS

This section presents the scope of services of transportation planning activities to be included in the contract between MCRPC and the Illinois Department of Transportation (IDOT) for the Bloomington-Normal metro area. It identifies line item costs and total agency costs as well as the methodology used to allocate costs. It also summarizes the projected funding levels for transportation related planning activities. This section concludes with a presentation of itemized cost reports for PL and Section 5305(d) funding.

Scope of Services

Those activities in which the Department will participate with FHWA federal metropolitan planning funds and FTA Section 5305(d) funds are shown in Exhibit A (see page 8).

These activities will result in the following major end products by work element.

Work Element 100—General Administration

FY 2021 OWP and UWP; FY 2020 audit report; Quarterly and annual performance reports; Monthly financial reports; and other correspondence.

Work Element 300—Comprehensive Planning

Comprehensive Planning work products for the fiscal year include consistency reviews, compilation of GIS data sets needed to conduct the regional comprehensive plan update, spatial and other analysis and technicial assistance for rural communities in McLean County.

Work Element 400—Transportation Planning

FY 2021–FY2025 TIP; Regional Transportation Dashboard; Travel Demand Model; implementation of LRTP and development of the 2022 MTP, as well as other plans or reports relating to transportation.

Work Element 500—Data Gathering, Technology, Smart Cities

Major work products include spatial analysis, online toolkit, and web based dashboards, educational programs, and pilot/test projects.

Work Element 600—Education and Outreach

MCRPC website and social media updates; two Visions newsletters; 2020 Information Forum; and community wide presentations.

Projected Funding

Determining projected funding levels is an important part of the programming and budgeting process. The Sections 2 and 4 of this report address this subject in detail. Table 3.1 summarizes the projected funding for PL and Section 5305(d) work activities programmed for FY 2021.

Table 3.1

Projected Funding for Transportation Planning Elements

Federal (PL) Funds + 5305 funds	$377,108	80%
State Metro	$94,277	20%
TOTAL FUNDS	**$471,135**	**100%**

Exhibit E

Cost Allocation Methodology



Project Cost Allocation Methodology and Itemized Cost Reports

The cost allocation methodology was developed in accordance with federal planning guidelines for the purpose of allocating funding for MCRPC program areas and transportation program areas in particular. It is presented in order to document the procedures employed in developing this work program. It outlines the procedure used to allocate project costs. The allocation of line item budget costs for FHWA PL and FTA Section 5305(d) funds are presented in Table 3.2. Table 3.3 identifies the total costs for each work element, along with the amount (80%) to be reimbursed by PL and Section 5305(d) funds and 20% by State Metro. This report provides a guide for monthly project billings and provides a means to gauge the relative progress towards completing each program area.

Table 3.2

FY 2021 Budget by Cost Item

Cost Item	Federal Funding	State Metro	Total Amount
	PL/FTA		
	80%	20%	100%
Personnel Cost (Wages+ Fringes)			
Executive Director	$92,182.06	$23,045.51	$115,227.6
Senior Planner—Transportation	$51,818.53	$12,954.63	$64,773.2
Planner	$29,006.37	$7,251.59	$38,258.0
Transportation Planner 2	$26,624.59	$6,656.15	$33,280.7
Community Planner 1	$52,631.03	$13,157.76	$65,788.8
Community Planner 2	$1,528.00	$382.00	$1,910.0
Office Manager	$33,283.01	$8,320.75	$41,603.8
Part-Time professional	$15,135.05	$3,783.76	$18,918.8
Total for Personnel Services	**$302,209**	**$75,552**	**$377,761**
Advertising/Legal Notices	$3,035	$759	$3,794
Book/Videos/Publications	$0	$0	$0
Copy Machine Expense	$2,400	$600	$3,000
Contract Services	$26,075	$6,519	$32,594
Dues & Memberships	$2,902	$726	$3,628
Letterheads & Printed Forms	$9,258	$2,315	$11,573
Non-Contract Services	$9,258	$2,325	$11,623
Operating & Office Supplies	$1,490	$373	$1,863
Other Equipment	$1,392	$348	$1,740
Postage	$400	$100	$500
Schooling & Conferences (include parking)	$2,419	$605	$3,204
Software License Agreement	$12,118	$3,030	$15,148
Travel Expense (not associated with training)	$3,151	$788	$448
Telephone Expense	$960	$240	$3,939
Total Direct Expenses	**$74,899**	**$18,725**	**$93,624**
Total Cost	**$377,108**	**$94,277**	**$471,385**

Table 3.3

Itemized Cost Report for FHWA PL and FTA Section 5305(d) Funds

	Program Category	Total Program Category Charges	PL + Section 5305 (d) Contract Limiting Amount
100	General Administration	$73,092	$58,473
300	Comprehensive Planning and Technical Assistance	$190,709	$85,536
400	Transportation Planning and Technical Assistance	$145,860	$100,688
500	Data Gathering, Technolocy, & Smart City Initiatives	$156,680	$114,824
600	Education & Outreach	$41,983	$17,586
	TOTAL	**$608,324**	**$377,108**

PROJECT BUDGETS



The annual work program identifies individual elements and tasks to be initiated or completed during the fiscal period. This section provides a brief description of each project and identifies the output to be achieved. It also considers the major tasks to be completed for each project and defines the estimated staffing requirements by staff position needed to complete those tasks. Also addressed in this section are total estimated costs to complete the work scheduled for each project.

Work Element 100—General Administration

This work element encompasses the general administration and support of the 3C transportation process to ensure that state and local partners maintain eligibility for the use of federal transportation funds to improve area surface transportation systems.

Accomplishments during FY 2020

- Timely submission of financial and project reports.
- Completion of FY 2019 audit with no significant findings.
- Continuing practice reflecting decision not to use indirect rate structure.
- Creation of FY 2020 OWP (January 1, 2020 - December 31, 2020)
- Creation of FY 2021 UWP (July 1, 2020 - June 30, 2021)
- Management of multi-tiered grants from disparate sources

Planned activities during FY 2021

Task 101—General Administration: All general administration tasks including but not limited to: budget, finance, and HR management; coordination of projects and meetings, and grant and contract management.

Work products

FY 2021 OWP and UWP; FY 2020 audit report; quarterly and annual performance reports; monthly financial reports; and other correspondence; clear descriptions of advisory groups along with roles and responsibilities of its membership and each groups project priorities.

GENERAL ADMINISTRATION BUDGET

Non-Salary Expenses	
Advertising/Legal Notices	$500
Books/Videos/Publications	$0
Copy Machine Expense	$2,500
Contract Services and Sub Awards	$0
Consultants	$0
Dues and Memberships	$2,500
Food	$0
Letterhead and Printed Forms	$0
Non-Contract Services	$300
Operating & Office Supplies	$1,000
Other Equipment	$1,740
Postage	$500
Purchase of Computers & related equipment	$0
Schooling & Conferences (incl parking)	$0
Software License Agreement	$0
Travel Expense (not associated with training)	$448
Telephone Expenses	$1,200
TOTAL MINUS FRINGE	**$10,240**

Salaries		
Staff Position	**Time (Hours)**	**Dollar Total**
Executive Director	350	$26,067
Senior Planner—Transportation	50	$2,467
Planner	50	$1,695
Transportation Planner 2	50	$1,423
Community Planner 1	50	$1,917
Community Planner 2	50	$1,910
Office Manager	950	$27,373
Part-Time professional	0	$0
TOTAL	**1,550**	**$62,852**

TOTAL PROJECT COSTS	**$73,092**

Funding Sources	
IDOT-PL + Section 5305(d)	$58,473.60
State Metro Planning Funds	$14,618.40
Total Funding	**$73,092**

Work Element 300—Comprehensive Planning and Technical Assistance

This component seeks to improve coordination between land use and transportation planning in a manner that supports the economic vitality of the metropolitan area. It strives to promote smart growth, protect and enhance the environment, promote energy conservation and improve the quality of life and place in Bloomington-Normal urbanized area.

Accomplishments during FY 2020

- Collaboration with Route 66 Committees to identify and manage grants.
- Began community planning research and data gathering.
- Provided assistance and consultation to City staff, health coalitions, not-for-profit organizations, educational institutions and other entities working towards implementing the comprehensive plans.

Planned activities during FY 2021

Task 301 — Regional Comprehensive Plan: Conduct regional comprehensive planning activities such as data and information gathering. Establish partnerships with agencies and municipalities/townships to carry out these activities.

Task 302—Coordination of development activity: Work with municipal and other partners to track the progress of the plans; coordinate intergovernmental meetings to monitor development activity for consistency with adopted plans; maintain current Consistency Review forms; work with McLean County GIS for integration of development monitoring process with GIS.

Task 304—Environmental planning: Partner with Ecology Action Center in regional energy planning and air quality maintenance planning.

Task 305—Transportation and Land use Connection (TLC) Grant Program: Through this program, MCRPC will provide support for implementation of projects defining identified in the Comprehensive Plan and the LRTP.

Task 306—Other: Other projects that may arise in support of this element.

Work products

Regional data development and coordination; Project implementation; Regional Energy Plan; Interactive Consistency Review Form; TLC Program grants and implementation.

COMPREHENSIVE PLANNING & TECHNICAL ASSISTANCE BUDGET

Non-Salary Expenses	
Advertising/Legal Notices	$2,000
Books/Videos/Publications	$0
Copy Machine Expense	$500
Contract Services and Sub Awards	$98,789
Consultants	$0
Dues and Memberships	$0
Food	$0
Letterhead and Printed Forms	$8,000
Non-Contract Services	$3,000
Operating & Office Supplies	$0
Other Equipment	$0
Postage	$0
Purchase of Computers & related equipment	$0
Schooling & Conferences (incl parking)	$2,500
Software License Agreement	$0
Travel Expense (not associated with training)	$3,939
Telephone Expenses	$0
TOTAL	**$118,728**

Salaries		
Staff Position	**Time (Hours)**	**Dollar Total**
Executive Director	250	$18,619
Senior Planner—Transportation	400	$19,735
Planner	300	$10,172
Transportation Planner 2	150	$4,270
Community Planner 1	200	$7,669
Community Planner 2	0	$0
Office Manager	100	$2,881
Part-Time professional	500	$8,635
TOTAL	**1,900**	**$71,981**

TOTAL PROJECT COSTS	**$190,709**

Funding Sources	
IDOT-PL + Section 5305(d)	$85,536.00
State Metro Grants	$21,384.00
Regional Service Agreement	$83,789.00
Total Funding	**$190,709**

Work Element 400—Transportation Planning and Technical Assistance

This work element encompasses activities that directly support the implementation of the projects and programs outlined in the 2017 Long-Range Transportation Plan (LRTP), and preparation for the 2022 Metropolitan Transportation Plan.

Accomplishments during FY 2020

- Participated in the Connect Transit working group
- Supported Transportation and Land Use Connection (TLC) grant recipients.
- Began work on the Vision Zero project.
- Review and implementation of projects from Complete Streets plan report.

Planned activities during FY 2021

Task 401—Transportation administration and technical assistance: Providing technical assistance on transportation projects such as complete streets; assistance in day to day operations of supporting regional transportation system, including the review of local transportation projects and plans, issuing RFQs and managing consultants for special transportation studies, applying for and administering grants.

Task 402—Transportation Improvement Program (TIP): Preparation and development of TIP for the implementation of area transportation projects over the ensuing five years. Tasks include publicizing and holding hearings and meetings on the TIP projects, and processing amendments and administrative modifications.

Task 403—Complete Streets and Transit Oriented Development: Work with the municipalities to identify opportunities for implementation of complete streets policies; support municipal bicycle and pedestrian planning; work with Connect Transit on their short- and long-range transit plans and implementation; develop guidelines for transit oriented development and complete streets.

Task 404—Sustainable Transportation Programing: Continue to support expansion of sustainable transportation programs and initiatives, including complete streets, Bike Share etc.

Task 405— Regional Health Initiatives: MCRPC partners with the McLean County Wellness Coalition and other partners to promote active transportation and other health initiatives; MCRPC will conclude its participation in the FHWA/FTA assessment of the Health in Transportation Corridor Planning Framework process.

Task 406—Long-Range/Metropolitan Transportation Plan (LRTP): Monitor progress; update LRTP as necessary; support implementation; begin development of 2022 Metropolitan Transportation Plan with horizon of 2045.

Task 407—Travel Demand Modeling: This task will involve updating and maintaining a regional travel demand model capable of estimating multi-modal trips, travel patterns and freight movements.

Work products

2045 Long-Range Transportation Plan updates or amendments; FY 2021- FY2025 TIP formulation and approval; Travel Demand Model; bike and pedestrian counts in support of plan development; support for municipal and regional bicycle and pedestrian planning; Vision Zero Action Plan report.

TRANSPORTATION PLANNING AND TECHNICAL ASSISTANCE BUDGET

Non-Salary Expenses	
Advertising/Legal Notices	$1,500
Books/Videos/Publications	$0
Copy Machine Expense	$0
Contract Services and Sub Awards	$10,000
Consultants	$0
Dues and Memberships	$700
Food	$0
Letterhead and Printed Forms	$500
Non-Contract Services	$1,000
Operating & Office Supplies	$1,000
Other Equipment	$0
Postage	$0
Purchase of Computers & related equipment	$0
Schooling & Conferences (incl parking)	$0
Software License Agreement	$8,000
Travel Expense (not associated with training)	$0
Telephone Expenses	$0
TOTAL MINUS FRINGE	**$22,700**

Salaries		
Staff Position	**Time (Hours)**	**Dollar Total**
Executive Director	400	$29,791
Senior Planner—Transportation	1,000	$49,336
Planner	500	$16,953
Transportation Planner 2	850	$24,199
Community Planner 1	0	$0
Community Planner 2	0	$0
Office Manager	100	$2,881
Part-Time professional	0	$0
TOTAL	**2,850**	**$123,160**

TOTAL PROJECT COSTS	**$145,860**

Funding Sources	
IDOT-PL + Section 5305(d)	$100,688.00
State Metro Grants	$25,172.00
Connect Transit Service Agreement	$20,000.00
Total Funding	**$145,860**

Work Element 500—Data, Technology, and Smart Cities

This work element is geared towards measuring the outcomes plans and programs facilitated or led by MCRPC. This includes LRTP, comprehensive plans, economic development, housing, energy, and more.

Accomplishments during FY 2020

- Tracked performance metrics, baselines and targets, as appropriate, based on state targets.
- On the MCRPC website, established framework to track and measure progress of the plans.
- Continued expansion or BN Vitals and other data dashboards
- Ongoing data collection and analysis from pedestrian/bicycle counters at selected permanant and temporary locations throughout Bloomington-Normal.

Planned activities during FY 2021

Task 501—Research and outreach: MCRPC will continue research and provide education on data and technology topics as they relate to planning, to a variety of stakeholders in McLean County.

Task 502—Innovative projects: MCRPC will work with local government partners on innovative projects incorporating new technologies, data, transportation modes and emerging technologies and systems; ongoing development of McLean County intelligent transportation system architecture.

Task 503—Data Gathering and Dashboard: Deploy a series of tools and technologies to gather and present data in an accessible and easy to comprehend format. This may include metrics on economic development, housing, transportation, environment, land use, health, education and more, and may also build data resources for MCRPC and the community.

Task 504—Spatial analysis and Maps: Gather and distribute spatial data in a regional context; correlate pedestrian and bicycling user data acquired from counters.

Work products

Regional Open Data Task Force; Pilot Projects; Intelligent Transportation Systems Architecture; Data Dashboards; Spatial Data and Maps.

DATA, TECHNOLOGY, AND SMART CITIES

Non-Salary Expenses	
Advertising/Legal Notices	$0
Books/Videos/Publications	$0
Copy Machine Expense	$0
Contract Services and Sub Awards	$7,500
Consultants	$0
Dues and Memberships	$0
Food	$0
Letterhead and Printed Forms	$2,000
Non-Contract Services	$7,000
Operating & Office Supplies	$0
Other Equipment	$0
Postage	$0
Purchase of Computers & related equipment	$0
Schooling & Conferences (incl parking)	$0
Software License Agreement	$9,000
Travel Expense (not associated with training)	$0
Telephone Expenses	$0
TOTAL MINUS FRINGE	**$25,500**

Salaries		
Staff Position	**Time (Hours)**	**Dollar Total**
Executive Director	600	$44,686
Senior Planner—Transportation	0	$0
Planner	200	$6,781
Transportation Planner 2	200	$5,694
Community Planner 1	1,600	$61,352
Community Planner 2	0	$0
Office Manager	50	$1,441
Part-Time professional	650	$11,226
TOTAL	**3,300**	**$131,180**

TOTAL PROJECT COSTS	**$156,680**

Funding Sources	
IDOT-PL + Section 5305(d)	$114,824
State Metro Planning Funds	$28,706
Regional Service Agreement	$13,150
Total Funding	**$156,680**

Work Element 600—Education and Outreach

This work element involves educating the community on the importance of their engagement in planning for the future of their community. It involves gathering meaningful input on transportation and comprehensive plans from residents (including corporate, institutional and not-for-profit citizens) of all walks of the community utilizing both traditional and non-traditional methods.

Accomplishments during FY 2020

- Increased awareness of MCRPC, its role, purpose, and programs in the community.
- Continuing engagement with community partnerships, with over 150 agencies, organizations and not-for-profit entities.
- Ongoing revision MCRPC website for enhanced ease of use.
- Re-established Greenways Advisory Committee; published Greenways newsletter; orgamized Greenways conference (postponed due to COVID-19 restrictions).

Planned activities during FY 2021

Task 601—Website and social media: Make MCRPC website the one-stop resource for every facet of planning and community development. Refine web design to provide direct information access for partners and the public.

Task 602—Outreach efforts: Educational and outreach activities aligned with identified priorities; providing forums for public, private and not-for profits to come together to discuss common growth and development aspects; bringing subject matter experts to the community; presentations within the community on growth and development activities; presentations at state and national conferences about community accomplishments; adapt outreach efforts to limits contingent on state contagion directives; development and presentation of community workshops, including citizen planner training sessions.

Task 603—Publications: Publish *Visions* newsletters highlighting innovative planning practices and implementation of the adopted land use and transportation plans; publish Greenways newsletters highlighting environmental issues.

Work products

MCRPC website updates; Greenways newsletters; Visions newsletters; other publications as indicated by work program; public workshops, trainings, presentations and other engagement with the community as opportunities arise.

EDUCATION AND OUTREACH AND PROFESSIONAL DEVELOPMENT BUDGET

Non-Salary Expenses	
Advertising/Legal Notices	$0
Books/Videos/Publications	$0
Copy Machine Expense	$0
Contract Services and Sub Awards	$4,000
Consultants	$0
Dues and Memberships	$1,000
Food	$0
Letterhead and Printed Forms	$2,500
Non-Contract Services	$2,000
Operating & Office Supplies	$0
Other Equipment	$0
Postage	$0
Purchase of Computers & related equipment	$0
Schooling & Conferences (incl parking)	$1,000
Software License Agreement	$0
Travel Expense (not associated with training)	$0
Telephone Expenses	$0
TOTAL MINUS FRINGE	**$10,500**

Salaries		
Staff Position	**Time (Hours)**	**Dollar Total**
Executive Director	100	$7,448
Senior Planner—Transportation	0	$0
Planner	200	$6,781
Transportation Planner 2	100	$2,847
Community Planner 1	0	$0
Community Planner 2	0	$0
Office Manager	500	$14,407
Part-Time professional	0	$0
TOTAL	**900**	**$31,483**

TOTAL PROJECT COSTS	**$41,983**

Funding Sources	
IDOT-PL + Section 5305(d)	$17,586
State Metro Planning Funds	$4,397
Regional Service Agreement	$20,000
Total Funding	**$41,983**

Work Element 700—Human Service Transportation Plan (HSTP)

The Human Services Transportation Pland is designed to meet the needs of transportation disadvantaged people, including persons with disabilities, individuals with lower incomes, older adults and racial and ethnic minorities. MCRPC administers the Illinois Department of Transportation Human Services Transportation Plan process for Region 6, a five-county area in east central Illinois which includes Ford, Iroquois, Kankakee, Livingston, and McLean Counties. MCRPC staff serve as regional coordinators, facilitating program and resource coordination among governments, transportation providers, and social service agencies throughout the region.

Accomplishments during FY 2020

- Solicited participants in regional joint committees.
- Ongoing continually updated catalogue of data resources.
- Developed HSTP dashboard and web content with updated information and mapping.

Planned activities during FY 2021

Task 701—HSTP administration and technical assistance: This includes day to day operations of supporting regional human service transportation system including coordinating the quarterly meetings, consultation with state and local agencies regarding improvements for non-emergency medical transport services and coordination with Veterans' Administration staff to streamline veterans' access to transportation to medical service providers.

Task 702—HST Plan Updates and monitoring progress: Amend text and maps to integrate the urban HST plans and activities within McLean and Kankakee counties with the Region 6 Plan, while maintaining a priority focus on rural transportation service. Work towards plan implementation and monitor progress.

Task 703—Mobility Management: Work with the service providers, social service organizations, the Veterans' Administration, hospitals and other medical providers to facilitate transit connections. Create an HSTP dashboard of data, maps, service provider information and other resources. Enhance the HSTP web page on MCRPC's website, including the regional HSTP dashboard of data and information to enable easy access to participating agencies and the general public within Region 6 and beyond.

Task 704—Rural Transit Pilot Project: Using McLean County as a pilot study area, create an action plan to improve rural transportation access to urban area resources and opportunities.

Work products

HST Plan updates; McLean County (pilot) HST Action Strategy; HSTP page content expansion on the MCRPC website; HSTP Dashboard development.

HSTP BUDGET

Non-Salary Expenses	
Advertising/Legal Notices	$2,000
Books/Videos/Publications	$0
Copy Machine Expense	$1,000
Contract Services and Sub Awards	$0
Consultants	$0
Dues and Memberships	$600
Food	$0
Letterhead and Printed Forms	$0
Non-Contract Services	$0
Operating & Office Supplies	$0
Other Equipment	$2,000
Postage	$0
Purchase of Computers & related equipment	$0
Schooling & Conferences (incl parking)	$1,500
Software License Agreement	$6,000
Travel Expense (not associated with training)	$1,000
Telephone Expenses	$0
TOTAL MINUS FRINGE	**$14,100**

Salaries		
Staff Position	**Time (Hours)**	**Dollar Total**
Executive Director	50	$3,724
Senior Planner—Transportation	500	$24,668
Planner	200	$6,781
Transportation Planner 2	600	$17,082
Community Planner 1	0	$0
Community Planner 2	0	$0
Office Manager	50	$1,441
Part-Time professional	0	$0
TOTAL	**1,400**	**$53,696**

TOTAL PROJECT COSTS	**$67,796**

Funding Sources	
Illinois Department of Transportation (Service Agreement)	$67,796
Total Funding	**$67,796**

Work Element 800—Rural Planning

Rural Planning funds will be utilized to extend the MCRPC planning services to rural communities located outside of the Bloomington-Normal MPO boundaries but within McLean County.

Accomplishments during FY 2020

- Conducted direct and Census outreach to rural communities and stakeholders.
- Expanded Rural Planning Data Dashboard.
- Developed a contact/volunteer base for the regional comprehensive plan.
- Continued to identify and consult with with potential partners in rural planning and development.

Planned activities during FY 2021

Task 801—Rural Planning Administration: This activity includes management and administrative activities, not attributable to specific rural program activities. Ensure coordination of rural transportation planning activities with MPO transportation activities and Human Service Transportation Planning for Region 6 activities.

Task 802—Data, Metrics, and Maps: Gather and distribute spatial and tabular data on transportation, housing, land use and other elements that affect rural community planning. Distribute this data using dashboard technologies; Analyze rural data and create analysis reports that provide insights into subjects like demographic changes or commuting patterns. Provide GIS/ Mapping assistance based on the need and availability of resources.

Task 803—Rural Planning Toolkit: Compile and maintain local, regional, state, and national level resources, tools and best practices that help with rural community development and make them available in an interactive format via the MCRPC website.

Task 804—Rural Community Planning Assistance: Assist rural communities with transportation and community planning as needed. Tasks may include creating/updating comprehensive and transportation plans, and creating/updating relevant ordinances.

Task 805—Rural Community Programming Support: Provide grant writing and other assistance as needed by rural communities. Support programs related to transportation, land use, housing, economic development, health, or other aspects that will have an impact on rural community planning.

Task 806—Rural Education and Outreach: Maintain a rural planning web page on MCRPC's website in a format that consolidates rural planning matters and develops information regarding rural planning. Create and distribute newsletters focused on community issues and concerns in Rural McLean County. Conduct regular in-person outreach to establish rural community networks, identify gaps and needs, and educate rural communities on available resources through MCRPC.

Task 807—Other Projects: Assist with programs/projects that are in alignment with the grant and arise during the grant period but are currently unknown.

Work products

Establish and administer a McLean County Rural Advisory Committee; preparation of regular financial and progress reports; continued development of am updated Rural Community data dashboard with variety of spatial and tabular data; assistance and tasks conducted in response to rural community requests; interactive rural planning toolkit; *VISIONS* newsletter focused on McLean County Rural Community issues.

RURAL PLANNING BUDGET

Non-Salary Expenses	
Advertising/Legal Notices	$0
Books/Videos/Publications	$0
Copy Machine Expense	$0
Contract Services and Sub Awards	$5,000
Consultants	$0
Dues and Memberships	$0
Food	$0
Letterhead and Printed Forms	$1,000
Non-Contract Services	$1,000
Operating & Office Supplies	$0
Other Equipment	$0
Postage	$2,000
Purchase of Computers & related equipment	$0
Schooling & Conferences (incl parking)	$1,500
Software License Agreement	$0
Travel Expense (not associated with training)	$1,500
Telephone Expenses	$0
TOTAL MINUS FRINGE	**$12,000**

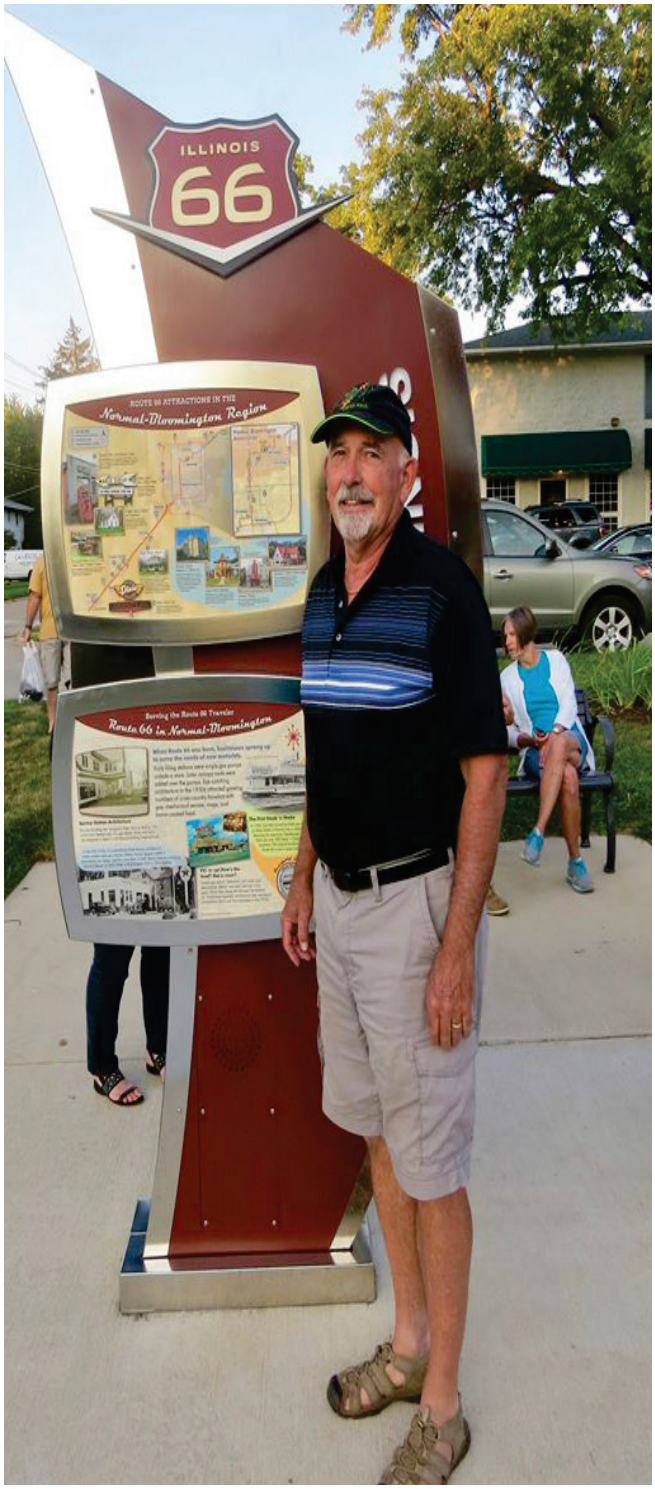
Salaries		
Staff Position	**Time (Hours)**	**Dollar Total**
Executive Director	50	$3,724
Senior Planner—Transportation	0	$0
Planner	200	$6,781
Transportation Planner 2	0	$0
Community Planner 1	100	$3,835
Community Planner 2	0	$0
Office Manager	50	$1,441
Part-Time professional	500	$9,000
TOTAL	**900**	**$24,781**

TOTAL PROJECT COSTS	**$36,781**

Funding Sources	
Rural Planning Grants	$40,000
Total Funding	**$40,000**











50 YEARS
MCRPC
McLean County
Regional Planning Commission

115 E. Washington Street, #M103
Bloomington, Illinois 61701
(309) 828-4331
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CONSENT AGENDA ITEM NO. 8.H

FOR COUNCIL: June 24, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION:
The proposed Intergovernmental Agreement be approved.

STRATEGIC PLAN LINK:
-Goal 5. Great Place – Livable, Sustainable City
-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:
-Objective 5c. Incorporation of "Green Sustainable" concepts into City's development and plans
-Objective 5b. City decisions consistent with plans and policies
-Objective 5a. Well-planned City with necessary services and infrastructure
-Objective 1e. Partnering with others for the most cost-effective service delivery
-Objective 1d. City services delivered in the most cost-effective, efficient manner

BACKGROUND: Public Works is recommending the approval of an Agreement between the City of Bloomington, Town of Normal, and County of McLean, the Bloomington-Normal Water Reclamation District (BNWRD), and the EAC, from January 1, 2020, to December 31, 2023, for the coordination of HHW Program, related services, and Facility Feasibility Study Program, in the amount of $27,000 per year. Annual renewal is automatic, unless the City formally withdraws. Payment to the EAC will be made to a designated fund that can only be used for the purposes of the agreement. The costs are broken down in the table below:

	2020	2021	2022	2023	2020-2023
BNWRD	$10,000	$10,000	$10,000	$10,000	**$40,000**
				Flat Rate Subtotal	**$40,000**

	2020	2021	2022	2023	2020-2023
Bloomington	$27,000	$27,000	$27,000	$27,000	**$108,000**
Normal	$18,600	$18,600	$18,600	$18,600	**$74,400**
McLean County	$14,400	$14,400	$14,400	$14,400	**$57,600**
			Proportional Rate Subtotal		**$240,000**
				GRAND TOTAL	**$280,000**

The total cost of the agreement for all years and all parties is $280,000. BNWRD will provide a $10,000 per year flat rate, for a total of $40,000. Bloomington, Normal, and McLean County will share the remaining $240,000 cost proportionally by population, as with prior HHW agreements. Under the agreement, Bloomington would pay 45 percent of the remaining cost, Normal would pay 31 percent of the remaining cost, and McLean County would pay 24 percent of the remaining cost.

The EAC acts as the solid waste agency for the City of Bloomington, Town of Normal, and McLean County. In this role, the EAC coordinates community-wide solid waste planning, performs education and outreach to increase recycling, offers comprehensive recycling and waste information for area residents and businesses, provides a free smartphone or browser app for 24-hour access to recycling information, and coordinates HHW services for the McLean County area.

Bloomington has limited service in the area of HHW collection. These materials are contaminants that cannot be legally disposed of in the landfill. The same is true for Normal and McLean County. Rather than each government entity creating their own programs, the municipal governments have turned to the EAC to lead this effort through periodic special collections. The agreement formalizes this arrangement and provides a funding mechanism. The service is valuable and should be provided as a way that dissuades people from illegally placing the materials into their household waste.

This proposed agreement will provide funding for Household Hazardous Waste Collection events to be coordinated by the Ecology Action Center in the fall of 2021 and fall of 2023. The agreement will also provide authorization for a feasibility study regarding a permanent local Household Hazardous Waste collection facility, meeting one of the goals of the Twenty-Year Materials Recovery and Resource Management Plan for McLean County, Bloomington, and Normal, Illinois. Note, there are no additional costs incurred by the City for the feasibility study and in fact, the addition of BNWRD to this program agreement will provide for a small cost reduction.

As part of this intergovernmental agreement, the EAC will also provide the specific HHW coordination services to the City, Town, County, and District as outlined in Appendix A of the agreement and complete the following reporting requirements: (1) post-collection event reports to Bloomington, Normal, the McLean County Board Land Use Committee, and the District; (2) reporting to the IEPA if required; and (3) periodic reports to the waste advisory committee as needed.

HHW Collection and Coordination

The EAC successfully held a locally-funded HHW Collection in September 2019 for McLean County residents at Rivian Automotive. 1,050 cars passed through the event, bringing waste from an estimated 1,680 total households. This was the first HHW event that the EAC required residents to register in advance of the event via a web-based registration system. This led to a significant reduction in wait time for attendees with 1,236 appointments made and only 14 non-appointment attendees showing up to the event.

16,242 gallons of HHW materials were collected for safe disposal, with an additional 17,501 pounds of e-waste collected. 79 volunteers put in over 300 hours of work to assist the EAC staff in managing the event. Through several months of fundraising, the EAC raised $34,009 in private contributions, sponsorships, and donations of in-kind services to supplement the $140,000 in local government funding provided for the event. Semi-final event costs came to $155,027, leaving approximately $18,982 dedicated funding for the anticipated 2021 McLean County HHW Collection.



Many months of planning on the part of the EAC staff went into this event, including negotiating site with Rivian Automotive, permitting process with the Illinois Environmental Protection Agency (IEPA), researching risk management and liability issues, developing marketing, advertising, site planning, volunteer recruitment, contingency planning, scheduler set-up, sponsorship solicitation, and appointment-setting.

HHW collection has traditionally been funded by the IEPA. The IEPA funded HHW collections in McLean County annually from 2003-2007. Unfortunately, due to state budget cuts, this funding has become much more irregular and infrequent; in the past ten years, the IEPA has only once (September 2013) provided funding for HHW collection in McLean County, despite an active HHW application on file. In the same period, the local public-private partnership of the McLean County HHW Fund has provided for four very successful local hazardous waste collection events. Most recently, under the 2014 agreement between the EAC, the City of Bloomington, Town of Normal, and McLean County (see attached), the EAC was responsible for the coordination of HHW collections in 2015 and 2017. The likelihood of receiving state HHW funding in the future remains unknown and undependable. As a result, this proposed agreement is needed in order to provide for the needs of our community on a more reliable basis.

HHW Permanent Facility Study

Council adopted the Twenty-Year Materials Recovery and Resource Management Plan in February 2018. The plan calls for a feasibility study for a permanent HHW collection facility.

Proposed program/ facility	Waste stream	Evaluation - Advantages/Disadvantages				Implementation time schedule	Proposed Location
		Environmental	*Energy*	*Life Cycle Cost*	*Economic*		
HHW Permanent Facility	Household hazardous waste materials	Very positive – reduction of hazardous materials disposed of improperly.	Net negative— Some positive in that some materials are fuel blended, but net impact is likely negative due to large costs to transport and dispose of most HHW.	Increased recovery benefits should outweigh program costs	Significant costs to run a permanent facility, but options to offset these costs include: collaborating with the IEPA to offer a public facility open to any Illinois residents or offer commercial materials disposal at a fee in order to offset the HHW costs. HHW facility can be significant regional draw, making it an economic development tool.	Feasibility study by 2022, launch process by 2027. Open facility by 2032.	TBD

HHW represents not only a significant environmental threat, but also a threat to the economic recovery of materials such as recyclables and organics. A permanent HHW collection facility should be established and funded in partnership with the IEPA, which has the responsibility of helping local communities meet the need for HHW disposal. Opportunities should also be explored to improve or create programs for the recovery of electronic wastes, Freon or other coolant-containing white goods.

IEPA has partnerships with four public HHW facilities, three of which are in the Chicago area and the fourth in Rockford. While the local partner funds and operates the facility, the IEPA provides for disposal of all materials collected and absorbs the long-term generator liability for those materials. These public HHW facilities that collaborate with IEPA are open to all Illinois residents to utilize free of charge and they accept most residentially-generated HHW materials, with a few exceptions. The EAC initiated discussions with the IEPA about a downstate facility in McLean County and is currently on a list of interested communities; however, state funding for expansion of this program is currently on hold.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this expenditure is necessary, because it will allow the City to partner with the EAC, Town of Normal, McLean County, and BNWRD to provide household hazardous waste disposal for members of the community, in line with the Materials Recovery and Resource Management Plan.

The Solid Waste Fund is an Enterprise Fund that generates fees for funding its operations. Solid Waste Fund fees are intended/dedicated solely for the support of solid waste services to the City, including expenditures on items such as collecting garbage, recycle, bulk waste, and brush; operating the Citizen Convenience Center; clearing brush, weeds, and tree limbs from alleys; cleaning medians and alleys; repairing gravel alleys; street sweeping; and overseeing the implementation of the Materials Recovery and Resource Management Plan. The use of fund balance (reserves) is common practice for Enterprise Funds, which

oftentimes accumulate fund balance to be used for the execution of larger projects/purchases.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: EAC, BNWRD, Town of Normal, McLean County

FINANCIAL IMPACT: If approved, $27,000 would be paid to the Ecology Action Center from the Solid Waste-Other Purchased Services account (54404400-70690). Stakeholders can locate this in the FY 2021 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 106.

COMMUNITY DEVELOPMENT IMPACT: Goal NE-5. Provide more efficient and sustainable municipal solid waste management, Objective NE-5.1. Reduce the amount of waste and toxicity going to the landfill, Objective NE-5.2. Continue to address solid waste issues at the regional level. Goal PS-4 Intergovernmental Cooperation, Objective PS-4.1. Enhance existing intergovernmental cooperation across all public services. Goal CF-1. Continue to provide quality public facilities and services, Objective CF-1.2. Ensure the community facilities provide the greatest cost-benefit ratio to the population served. Goal CF-2. Provide public services in a fiscally, socially and environmentally responsible manner, Objective CF-2.1. Seek opportunities to co-locate community facilities to maximize efficiencies in service provisions and reduce capital and operating costs. Goal CF-3. Pursue solutions for unmet and emerging community needs, Objective CF-3.1. Take a regional approach whenever feasible by working together with the Town of Normal when making decisions and evaluating investment opportunities.

Respectfully submitted for Council consideration.

Prepared by: Michael Hill, Management Analyst

Reviewed by:

Kevin Kothe, City Engineer 6/9/2020

Carla Murillo, Procurement Manager 6/11/2020

Chris Tomerlin, Budget Manager 6/11/2020

Jeffrey R. Jurgens, Corporation Counsel 6/12/2020

Tara Henry, Legislative Assistant 6/18/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- PW 12B IGA Household Hazardous Waste Intergovernmental Agreement 07132020
- PW 12C EAC Letter_Household Hazardous Waste Intergovernmental Agreement 07132020
- PW 12D Previous IGA_Household Hazardous Waste Intergovernmental Agreement 07132020
- PW 12E EAC Solid Waste Program Annual Report_Household Hazardous Waste Intergovernmental Agreement 07132020

HOUSEHOLD HAZARDOUS WASTE COLLECTION AND FACILITY FEASIBILITY STUDY PROGRAM AGREEMENT

This agreement is entered into by and between the City of Bloomington, Town of Normal, and County of McLean, Bloomington-Normal Water Reclamation District (hereinafter referred to as the "City", "Town", "County" and "District"), and the Ecology Action Center (hereinafter referred to as the "Center").

A. Purpose of This Agreement:

The purpose of this agreement is to establish a framework for the administration and implementation of the McLean County Household Hazardous Waste Program, hereafter referred to as the "Program", to include coordination of biennial household hazardous waste (HHW) collection events for the City, Town, and County.

B. Period of Agreement:

The agreement commences January 1, 2020 and ends December 31, 2023. This agreement shall be automatically renewed on a calendar year basis unless any party otherwise indicates. Any party may terminate its involvement in this agreement for any reason with a minimum of sixty (60) days written notice to the other party. The termination by any one party will not result in a termination of the agreement as to other parties bound by its terms.

C. Services:

1. City, Town, County, and District

City, Town, County, and District shall:

a. provide program guidance and oversight through participation an advisory committee created by the Center; and
b. provide primary funding for the project in accordance with item "D" of this agreement; and
c. provide direct assistance with HHW event needs where appropriate including usage of traffic barricades, police for traffic control on public roadways, etc.

2. Center

The Center shall:

a. coordinate biennial HHW collection events for the residents of the City, Town, County, and District in Fall 2021 and Fall 2023;
b. provide the specific HHW coordination services to the City, Town, County, and District as outlined in Appendix A;
c. coordinate a feasibility study for a permanent facility for the collection of household hazardous waste as outlined as the fifth priority of the *2017 Twenty-Year Materials Recovery and Resource Management Plan for McLean County, Bloomington, and Normal, Illinois* and share the resulting report and recommendations; and
d. complete the following reporting requirements: 1) post-collection event reports to Bloomington, Normal, the McLean County Board Land Use Committee, and the District;

2) reporting to the Illinois Environmental Protection Agency if required; and 3) periodic reports to the waste advisory committee as needed.

D. Project Costs:

1. The annual contract cost of the "Program" will be split by the City, Town, County, and District. The District will provide $10,000 and the remaining program costs will be shared proportionally by population. The parties agree that the City's population represents 45% of the total population; the Town's population represents 31% of the total population; and the County's population represents 24% of the total population.

2. Payment of $27,000 shall be made by the City by August 1st of each year during the pendency of this Agreement, pending receipt of an invoice from the Center by July 15th.

3. Payment of $18,600 shall be made by the Town by August 1st of each year during the pendency of this Agreement, pending receipt of an invoice from the Center by July 15th.

4. Payment of $14,400 shall be made by the County by August 1st of each year during the pendency of this Agreement, pending receipt of an invoice from the Center by July 15th.

5. Payment of $10,000 shall be made by the District by August 1st of each year during the pendency of this Agreement, pending receipt of an invoice from the Center by July 15th.

6. Upon receipt by the Center, all public program funds shall be designated as restricted funds within the "McLean County HHW Fund" held by the Center within a separate banking account.

    a. Any interest earned by this account will be also be considered restricted funds for HHW purposes.
    b. In the event of HHW funding received from the Illinois Environmental Protection Agency, said funding will be used prior to expending program funds.
    c. At the end of the Agreement period, unused public program funds will be returned to the City, Town, County and District unless re-designation for one or more related purposes is mutually agreed upon at that time by all parties.
    d. It is understood by all parties that payment in support of this Agreement is contingent upon availability of Program revenue and/or funds provided through the City, Town, County, and District General Revenue Funds. Furthermore, it is also understood that the Center's ability to execute this Agreement is contingent upon the continued renewal of the "Solid Waste Program Agreement".

7. The Center will solicit private contributions to supplement public HHW funding; these private contributions will be designated as restricted funds for HHW purposes and be held in a separate bank account.

E. The Center shall save and hold the City, Town, County, and District (including its officials, agents and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of action, claims and judgments, resulting from claimed injury, damage, loss or loss of use for any person, including natural persons and any other legal entity or property of any kind (including, but not limited to, choices in action) arising out of or in any way connected with

the performance under this Agreement, for any costs, expenses, judgments, and attorney's fee paid or incurred or paid for on behalf of the City, Town, County, and/or District and/or its agents and employees, or by insurance provided by the aforementioned government bodies.

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

_____ _____
City of Bloomington Date

_____ _____
Town of Normal Date

_____ _____
County of McLean Date

_____ _____
Bloomington-Normal Water Reclamation District Date

_____ _____
Ecology Action Center Date

APPENDIX A
Services Provided

The Center shall:

a. perform the following coordination services in providing for a HHW collection every second year of the Agreement:

- distribute a request for proposals to potential subcontractors for the collection, transportation and disposal of hazardous and universal wastes;
- review submitted proposals against criteria outlined in RFP;
- select and hire qualified and insured hazardous waste service provider or providers ;
- utilize local and/or nonprofit partners, where beneficial, to reduce service costs, i.e. e-waste collection;
- identify and secure permission for usage of an appropriate event site;
- secure permits and/or permission from the Illinois Environmental Protection Agency as required;
- schedule biennial HHW collection event;
- recruit and coordinate sufficient personnel to staff the non-hazardous needs of the collection event;
- publicize biennial collection utilizing traditional media and social media;
- maintain opt-in email notification service to notify community residents of upcoming HHW collection opportunities;
- adhere to all applicable laws and regulations;
- design and manage collection events to minimize traffic issues or other hazards on public roadways; and
- promote other regional HHW collection events when open to local residents.

b. perform the following services to determine feasibility of a future HHW collection facility for the McLean County area:

- distribute a request for proposals to potential subcontractors for a permanent hazardous waste collection facility feasibility study:
- review submitted proposals against criteria outlined in RFP;
- select and hire qualified engineering/waste management planning firm to conduct said study;
- provide input and guidance to subcontractor firm on local HHW needs and study area priorities; and
- share the results of the feasibility study with the City of Bloomington, Town of Normal, McLean County Land Use Committee, and the District along with recommendations for implementation.

c. provide for the financial management of the program to include:

- application for HHW collection funding from the Illinois Environmental Protection Agency or other potential funding sources that become available;
- solicitation of private donations and commercial sponsorships to supplement public funding;
- the combining of relevant programs as appropriate to avoid duplication and reduce costs and time; and

- accounting of HHW private program funds as restricted funds designated for the “McLean County HHW Fund” held in a separate account by the Center.

d. provide for the administration of the program to include:

- the submission of biennial reports to the City, Town, County, and District on the activities conducted in compliance with the Agreement;
- the submission of any required reports to the Illinois Environmental Protection Agency (IEPA);
- the invoices for services performed in accordance with item “D” of this Agreement; and
- the reporting of program activities to the EAC waste advisory committee and local government entities as requested.

APPENDIX B
Biennial Program Budget

year	funding	subtotal
2020	Bloomington	$ 27,000
2020	Normal	$ 18,600
2020	McLean County	$ 14,400
2020	Bloomington-Normal Water Reclamation District	$ 10,000
2020	EAC - private funds held within McLean County HHW Fund	$ 75,000
2021	Bloomington	$ 27,000
2021	Normal	$ 18,600
2021	McLean County	$ 14,400
2021	Bloomington-Normal Water Reclamation District	$ 10,000
2021	Private contributions from EAC fundraising	$ 20,000
2022	Bloomington	$ 27,000
2022	Normal	$ 18,600
2022	McLean County	$ 14,400
2022	Bloomington-Normal Water Reclamation District	$ 10,000
2023	Bloomington	$ 27,000
2023	Normal	$ 18,600
2023	McLean County	$ 14,400
2023	Bloomington-Normal Water Reclamation District	$ 10,000
2023	Private contributions from EAC fundraising	$ 20,000
	TOTAL	**$ 395,000**

year	expenses	subtotal
2020	HHW Permanent Facility Feasibility Study (subcontractor and EAC staff time)	$ 75,000
2021	HHW Disposal	$ 135,000
2021	Printing	$ 2,500
2021	Promotions	$ 10,000
2021	Event Supplies	$ 2,500
2021	Administration and Coordination	$ 10,000
2023	HHW Disposal	$ 135,000
2023	Printing	$ 2,500
2023	Promotions	$ 10,000
2023	Event Supplies	$ 2,500
2023	Administration and Coordination	$ 10,000
	TOTAL	**$ 395,000**

Exhibit A

Contractor Certification
For Services

Contractor on behalf of contractor, its principals, and owners with more than a seven and one half percentage interest in Contractor certifies that the following representations are true and correct and further agrees as a condition of doing business with the Town of Normal, City of Bloomington, County of McLean, or Bloomington Normal Water Reclamation District to require all of Contractor's subcontractors and sub-subcontractors to certify that the following representations are true and correct for each subcontractor and sub-subcontractor:

1. CONFLICT. Contractor certifies that no Town of Normal, City of Bloomington, County of McLean, or Bloomington Normal Water Reclamation District officer or employee has any interest in the proceeds of this contract.
2. BRIBERY. Contractor certifies that same has not committed bribery or attempted bribery of an officer or employee of any governmental official whether on the federal, state or local level.
3. DEBARMENT. Contractor certifies that same has not been barred from conducting business with any governmental unit whether federal, state or local.
4. SARBNES-OXLEY. Contractor certifies that the business entity its officers, directors, partners, or other managerial agents of the business have not been convicted of a felony under the Sarbanes-Oxley Act of 2002 nor have any of the same been convicted of any felony under state or federal securities laws.
5. BID RIGGING/BID ROTATING. Contractor certifies that same has not been barred from contracting with any unit of state or local government as a result of a violation of 720 ILCS 5/33E-3 (bid-rigging) or 720 ILCS 5/33E-4 (bid-rotating).
6. DELINQUENT PAYMENTS. Contractor certifies that same is not delinquent in the payment of any debt or tax due the State or the Town of Normal, City of Bloomington, County of McLean, or Bloomington Normal Water Reclamation District.
7. RECORDS. Contractor certifies that same shall maintain books and records relating to the performance of this contract as necessary to support amounts charged under the contract for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract.
8. HUMAN RIGHTS ACTS. Contractor agrees to comply with applicable provisions of the Town of Normal Human Rights Ordinance, the Illinois Human Rights Act, the U.S. Civil Rights Act and the Americans with Disabilities Act.
9. NON-DISCRIMINATION. Contractor certifies that the same is an "Equal Opportunity Employer" as defined by Section 2000 (e) of Chapter 21, Title 42 U.S. Code Annotated and applicable Executive Orders.
10. DBE. Contractor certifies that same is or is not (please circle applicable designation) a Minority and Female Business Enterprise as defined by the State of Illinois (30 ILCS 575/et seq.)
11. PATRIOT ACT. Contractor certifies that same is in compliance with the Patriot Act and Executive Order 13224 and federal Anti-Money Laundering Control Act of 1986 as amended.
12. AMERICAN RECOVERY AND REINVESTMENT ACT. Contractor certifies that same is in compliance with and will continue to comply with the American Recovery and Reinvestment Act of 2009 when federal funds are used pursuant to this Act for the work undertaken by Contractor.
13. TAXPAYER IDENTIFICATION. Contractor certifies that its correct Federal Taxpayer Identification Number (Social Security Number or Federal Employer Identification Number) is 37-1157100.
14. To the extent required by Illinois law Contractor agrees to comply with the Illinois Freedom of Information Act and produce upon request public records of the Town of Normal, City of Bloomington, or County of McLean held by such contractor all within the time allowed by law and subject to applicable exemptions allowed by law.

Contractor hereby agrees to defend, indemnify and hold harmless the Town of Normal, City of Bloomington, County of McLean, or Bloomington Normal Water Reclamation District its officers, employees and agents from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties.

Done this _____ day of _____, 20____.

_____
Contractor

ECOLOGY
ACTION CENTER

ecologyactioncenter.org

June 5, 2020

Kevin Koethe
City of Bloomington
Public Works Department
109 E Olive Street
Bloomington, IL 61701

Dear Kevin Koethe:

Please find attached the proposed Household Hazardous Waste program agreement for consideration by Bloomington City Council. This proposed agreement between McLean County, the City of Bloomington, the Town of Normal, the Bloomington-Normal Water Reclamation District, and the Ecology Action Center will provide funding for Household Hazardous Waste Collection events to be coordinated by the Ecology Action Center in the fall of 2021 and fall of 2023. The agreement will also provide authorization for a feasibility study regarding a permanent local Household Hazardous Waste collection facility, meeting one of the goals of the *Twenty Year Materials Recovery and Resource Management Plan for McLean County, Bloomington, and Normal, Illinois*. Note, there are no additional costs incurred by the City for the feasibility study and in fact, the addition of BNWRD to this program agreement will provide for a small cost reduction.

Household Hazardous Waste (HHW) collection has traditionally been funded by the Illinois Environmental Protection Agency (IEPA). The IEPA funded HHW collections in McLean County annually from 2003-2007. Unfortunately, due to state budget cuts, this funding has become much more irregular and infrequent; in the past ten years, the Illinois EPA has only once (September 2013) provided funding for HHW collection in McLean County despite an active HHW application on file. In the same period, the local public-private partnership of the McLean County HHW Fund has provided for four very successful local hazardous waste collection events. The likelihood of receiving state HHW funding in the future remains unknown and undependable. As a result, this proposed agreement is needed in order to provide for the needs of our community on a more reliable basis.

Sincerely,

[redacted]

Michael Brown
Executive Director

Enclosures

HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM AGREEMENT

This agreement is entered into by and between the City of Bloomington, Town of Normal, and County of McLean (hereinafter referred to as the "City", "Town", and "County") and the Ecology Action Center (hereinafter referred to as the "Center").

A. Purpose of This Agreement:

The purpose of this agreement is to establish a framework for the administration and implementation of the McLean County Household Hazardous Waste Program, hereafter referred to as the "Program", to include coordination of biennial household hazardous waste (HHW) collection events for the City, Town, and County.

B. Period of Agreement:

The agreement commences July 1, 2014 and ends December 31, 2017. This agreement shall be automatically renewed on a calendar year basis unless any party otherwise indicates. Either party may terminate this agreement for any reason with a minimum of sixty (60) days written notice to the other party.

C. Services:

1. City, Town, and County

The City, Town, and County shall:

a. provide program guidance and oversight through participation on the McLean County Solid Waste Management Program Technical Committee and
b. provide funding for the project in accordance with item "D" of this agreement.
c. provide direct assistance with HHW event needs where appropriate including usage of traffic barricades, police for traffic control on public roadways, etc.

2. Center

The Center shall:

a. coordinate biennial HHW collection events for the residents of the City, Town, and County in Fall 2015 and Fall 2017;
b. provide the specific HHW coordination services to the City, Town, and County as outlined in Appendix A; and
c. complete the following reporting requirements: 1) post-collection event reports to Bloomington, Normal, and the McLean County Board Land Use Committee; 2) reporting to the Illinois Environmental Protection Agency if required; 3) periodic reports to the McLean County Solid Waste Management Technical Committee as needed.

D. Project Costs:

1. The annual contract cost of the "Program" will be split by the City, Town, and County proportionally by population using the figures of 45% to represent the City population, 31% to represent the Town population, and 24% to represent the County population.

2. Annual payments of $31,500 each shall be made by the City by August 1st, pending receipt of an invoice from the Center by July 15th.

3. Annual payments of $21,700 each shall be made by the Town by August 1st, pending receipt of an invoice from the Center by July 15th.

4. Annual payments of $16,800 each shall be made by the County by August 1st, pending receipt of an invoice from the Center by July 15th.

5. Upon receipt by the Center, all program funds shall be designated as restricted funds within the "McLean County HHW Fund" held by the Center within a separate banking account.

    a. Any interest earned by this account will be also be considered restricted funds for HHW purposes.
    b. The Center will accept public contributions to the "McLean County HHW Fund" to be treated and expended in the same manner.
    c. In the event of HHW funding received from the Illinois Environmental Protection Agency, said funding will be used prior to expending program funds.
    d. At the end of the agreement period, unused program funds will be returned to the City, Town, and County unless re-designation for related purposes is mutually agreed upon at that time by all parties.
    e. It is understood by all parties that payment in support of this agreement is contingent upon availability of Program revenue and/or funds provided through the City, Town, and County General Revenue Funds. Furthermore, it is also understood that the Center's ability to execute this agreement is contingent upon the continued renewal of the "Solid Waste Program Agreement", which provides funding for staff necessary to coordinate this Household Hazardous Waste program.

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

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

May 28, 2014

City of Bloomington — Date

[redacted]

6/3/14

Town of Normal — Date

[redacted]
County of McLean

4/15/2014
Date

[redacted]
Ecology Action Center

6/5/14
Date

APPENDIX A
Services Provided

The Center shall:

a. perform the following coordination services in providing for a HHW collection every second year of the contract:

- distribute a request for proposals to potential subcontractors for the collection, transportation and disposal of hazardous and universal wastes;
- review submitted proposals against criteria outlined in RFP;
- select and hire qualified and insured hazardous waste service provider or providers ;
- utilize local and/or nonprofit partners where beneficial to reduce service costs, i.e. e-waste collection;
- identify and secure permission for usage of an appropriate event site;
- secure permits and/or permission from the Illinois Environmental Protection Agency as required;
- schedule biennial HHW collection event;
- recruit and coordinate sufficient personnel to staff the non-hazardous needs of the collection event;
- publicize biennial collection utilizing traditional and social media;
- maintain opt-in email notification service to notify community residents of upcoming HHW collection opportunities;
- adhere to all applicable laws and regulations;
- design and manage collection events to minimize traffic issues or other hazards on public roadways;
- promote other regional HHW collection events when open to local residents.

b. provide for the financial management of the program to include:

- application for HHW collection funding from the Illinois Environmental Protection Agency or other potential funding sources that become available;
- solicitation of donations from the general public to the "McLean County HHW Fund" to supplement program funding;
- the combining of relevant programs as appropriate to avoid duplication and reduce costs and time;
- accounting of HHW program funds as restricted funds designated for the "McLean County HHW Fund" held in a separate account by the Center.

c. provide for the administration of the program to include:

- the submission of biennial reports to the City, Town, and County on the activities conducted in compliance with this agreement;
- the submission of any required reports to the Illinois Environmental Protection Agency (IEPA);
- the invoices for services performed in accordance with item "D" of this agreement and;
- the reporting of program activities to the McLean County Solid Waste Technical Committee and other local government entities as requested.

APPENDIX B
Biennial Program Budget

year	program funding	population percentage		subtotal	
2014	Bloomington	45.0%	$	31,500	
2014	Normal	31.0%	$	21,700	
2014	McLean County Solid Waste Fund	24.0%	$	16,800	
2015	Bloomington	45.0%	$	31,500	
2015	Normal	31.0%	$	21,700	
2015	McLean County Solid Waste Fund	24.0%	$	16,800	
2015	Voluntary gate donations		$	10,000	
2016	Bloomington	45.0%	$	31,500	
2016	Normal	31.0%	$	21,700	
2016	McLean County Solid Waste Fund	24.0%	$	16,800	
2017	Bloomington	45.0%	$	31,500	
2017	Normal	31.0%	$	21,700	
2017	McLean County Solid Waste Fund	24.0%	$	16,800	
2017	Voluntary gate donations		$	10,000	
	TOTAL		$	300,000	

year	expenses		subtotal	
2015	HHW Disposal	$	141,000	
2015	Printing	$	1,500	
2015	Promotions	$	6,000	
2015	Event Supplies	$	1,500	
2015	Administration and Coordination	$	0	*
2017	HHW Disposal	$	141,000	
2017	Printing	$	1,500	
2017	Promotions	$	6,000	
2017	Event Supplies	$	1,500	
2017	Administration and Coordination	$	0	*
	TOTAL	$	300,000	

* Funded through the McLean County Solid Waste Program

Exhibit A - Contractor Certification For Services

Contractor on behalf of contractor, its principals, and owners with more than a seven and one half percentage interest in Contractor certifies that the following representations are true and correct and further agrees as a condition of doing business with the Town of Normal, City of Bloomington, or County of McLean to require all of Contractor's subcontractors and sub-subcontractors to certify that the following representations are true and correct for each subcontractor and sub-subcontractor:

1. CONFLICT. Contractor certifies that no Town of Normal, City of Bloomington, or County of McLean officer or employee has any interest in the proceeds of this contract.
2. BRIBERY. Contractor certifies that same has not committed bribery or attempted bribery of an officer or employee of any governmental official whether on the federal, state or local level.
3. DEBARMENT. Contractor certifies that same has not been barred from conducting business with any governmental unit whether federal, state or local.
4. SARBNES-OXLEY. Contractor certifies that the business entity its officers, directors, partners, or other managerial agents of the business have not been convicted of a felony under the Sarbanes-Oxley Act of 2002 nor have any of the same been convicted of any felony under state or federal securities laws.
5. BID RIGGING/BID ROTATING. Contractor certifies that same has not been barred from contracting with any unit of state or local government as a result of a violation of 720 ILCS 5/33E-3 (bid-rigging) or 720 ILCS 5/33E-4 (bid-rotating).
6. DELINQUENT PAYMENTS. Contractor certifies that same is not delinquent in the payment of any debt or tax due the State or the Town of Normal, City of Bloomington, or County of McLean.
7. RECORDS. Contractor certifies that same shall maintain books and records relating to the performance of this contract as necessary to support amounts charged under the contract for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract.
8. HUMAN RIGHTS ACTS. Contractor agrees to comply with applicable provisions of the Town of Normal Human Rights Ordinance, the Illinois Human Rights Act, the U.S. Civil Rights Act and the Americans with Disabilities Act.
9. NON-DISCRIMINATION. Contractor certifies that the same is an "Equal Opportunity Employer" as defined by Section 2000 (e) of Chapter 21, Title 42 U.S. Code Annotated and applicable Executive Orders.
10. DBE. Contractor certifies that same is or is not (please circle applicable designation) a Minority and Female Business Enterprise as defined by the State of Illinois (30 ILCS 575/et seq.)
11. PATRIOT ACT. Contractor certifies that same is in compliance with the Patriot Act and Executive Order 13224 and federal Anti-Money Laundering Control Act of 1986 as amended.
12. AMERICAN RECOVERY AND REINVESTMENT ACT. Contractor certifies that same is in compliance with and will continue to comply with the American Recovery and Reinvestment Act of 2009 when federal funds are used pursuant to this Act for the work undertaken by Contractor.
13. TAXPAYER IDENTIFICATION. Contractor certifies that its correct Federal Taxpayer Identification Number (Social Security Number or Federal Employer Identification Number) is 37-1157100.
14. To the extent required by Illinois law Contractor agrees to comply with the Illinois Freedom of Information Act and produce upon request public records of the Town of Normal, City of Bloomington, or County of McLean held by such contractor all within the time allowed by law and subject to applicable exemptions allowed by law.

Contractor hereby agrees to defend, indemnify and hold harmless the Town of Normal, City of Bloomington, or County of McLean its officers, employees and agents from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties.

Done this 12th day of June, 2014.

[redacted]

Ecology Action Center as Contractor

MCLEAN COUNTY SOLID WASTE PROGRAM

2019 ANNUAL REPORT

THE ECOLOGY ACTION CENTER COMPLETED THE FOLLOWING ITEMS IN FULFILLMENT OF THE SOLID WASTE AND WASTE REDUCTION EDUCATION PROGRAM AGREEMENT OF JANUARY 1, 2017.

LEADING INDICATORS: SUMMARY OF PROGRESS[1]

Goal: *Visit **70%** of eligible classrooms in McLean County, Bloomington, and Normal for elementary school recycling and waste reduction education programs. Reaching this target means directly engaging with approximately 1,500 students.*

- ☐ Year-end total: There are 82 Fourth grade classrooms in McLean County, which includes all public and private schools. In 2019, EAC made fifty-two visits and met 1,209 students. This represents 63% of our goal.[2]

2019 TOTAL REACH: 1,194,728 INTERACTIONS
DIRECT (PROGRAMS, EVENTS, PHONE INQUIRIES): 17,609
MEDIA (NEWSPAPER, RADIO, SOCIAL MEDIA, WEB): 1,177,319

Goal: *Visit **60%** of public libraries within McLean County, Bloomington and Normal and provide a summer reading program on recycling and waste reduction topics. Reaching this target means directly engaging with approximately 300 library patrons.*

- ☑ Year to date: There are 14 public libraries in McLean County. In 2019, the EAC made 9 library visits and met 298 people, which exceeds our annual goal.

Goal: *Provide recycling and waste reduction presentations for **25** local groups or approximately 750 individuals including civic groups, scouts, preschools, non-target school groups, university classes.* [3]

- ☑ In 2019, we conducted 38 programs, reaching 760 people, thus exceeding our annual program goal.

Goal: *Promote recycling and sustainable practices to direct audiences utilizing social media channels including Facebook, Twitter, LinkedIn, and YouTube with a target of **30,000** interactions annually.*

- ☑ In 2019, our social media posts resulted in166,313 interactions, which exceeds our annual goal.

Goal: *Provide and promote comprehensive online resources on recycling and waste disposal for Bloomington, Normal, and McLean County with a target of **12,000** visits to these pages annually.*

---

[1] The totals below represent year-end numbers. Summaries of this year's activities are described on the pages that follow.
[2] There are 7 schools, representing 16 classrooms, that have historically declined program invitations. Three schools, representing 10 classrooms, opted to schedule their program in Spring 2020. Two schools, representing 5 classes, have not opted for programs since personnel changes in the Education Coordinator position in 2018. One school, representing one classroom, that was visited in 2018 has not opted in for a program this year.
[3] In practice, the EAC provides these programs for nearly 100% of those requesting the services.

☑ In 2019, our online waste and recycling resources were visited 154,327 times, which exceeds our annual goal.

COUNTY WASTE GENERATION & RECYCLING RATE

The main goals of the McLean County Solid Waste Program are to increase both recycling and source reduction. The annual measurement and reporting of these rates by the EAC serve as lagging indicators of the success of outreach efforts. The value of this performance indicator is also limited by other factors affecting recycling and waste generation rates, such as accessibility of recycling programs and macroeconomic forces. While quantifying source reduction of municipal solid waste is difficult, tracking recycling rates is much more reliable.

McLean County's recycling rate increased for the third year in a row in 2018. The Ecology Action Center's annual calculation of community-wide waste generation and recycling shows that the County reached a recycling rate of 46% with an increase of 4.5% from 2017. As a result, the County maintained progress made in 2016 in breaking the previous community-wide recycling goal of 40% while also making progress towards the new community-wide recycling rate goal of 50% set in 2017 under the new 20-year solid waste management plan.

No single category of recyclable materials saw significant fluctuations from the year prior, while there were minor fluctuations across the board in all material streams. However, a likely contributing factor to the improved recycling rate is an improvement in the quality of data received by the EAC by local entities. Annually, as part of the waste and recycling rate calculations, EAC staff is working to improve the process and reduce the opportunity for errors or omissions.

	2014	**2015**	**2016**	**2017**	**2018**
Total MSW Recycled (tons)	85,196	81,302	83,335	88,459	94,804
Total MSW Landfilled (tons)	141,068	154,662	120,815	124,364	109,467
Total Municipal Solid Waste Generated (tons)	226,264	235,964	204,150	211,230	204,271
Recycling Rate	**37.7%**	**34.5%**	**40.8%**	**41.9%**	**46.4%**

With the closure of the McLean County Landfill in late 2018, the Ecology Action Center continues to focus on waste management priorities as outlined in the Twenty-Year Materials Recovery and Resource Management Plan for McLean County, Bloomington, and Normal, Illinois. This includes diversion strategies for waste that would otherwise require landfill disposal further away from the source of origin.

SOLID WASTE COORDINATOR ACTIVITIES

- Facilitated Solid Waste Technical Committee Meeting including reviewing the shift of the solid waste program funding to a three-party funded program.
- Attended Illinois EPA statewide e-waste meeting and coordinated opt-in of McLean County in the Consumer Electronics Recycling Act program for 2020 through McLean County Land Use Committee.
- Assisted with Illinois EPA site audit of Normal Public Works e-waste collection to verify compliance with Consumer Electronics Recycling Act.
- At the request of Normal and Bloomington municipal administrations coordinated stakeholder input for a possible ordinance that would require the recycling of

construction and demolition materials to the City of Bloomington and Town of Normal, consistent with the recommendations of the recently approved new 20-year solid waste management plan.

- Attended the regional ILCSWMA meeting with discussion on county program updates, new e-waste legislation and pharmaceutical programs.
- Conducted survey on quality of the Ecology Action Center's 4th grade Solid Waste and Recycling Program. Feedback is intended to help structure program content and delivery moving forward as recycling standards are likely to remain static.



- Hosted first compost bin workshop after an extended hiatus due to a significant loss of supplies and workshop space from a fire in later 2017.
- Assisted Normal apartment managers in the transition to on-site recycling for multifamily housing residents. EAC staff developed educational materials for distribution to students and others in apartment housing as well as updating these addresses within the RecycleCoach app.
- Submitted final report of stakeholder survey results and recommendations regarding a construction and demolition recycling ordinance to the City of Bloomington and Town of Normal staff. This research and outreach is in accordance with one of the six priorities within the recent 20-Year Materials Recovery and Resource Management Plan for McLean County, City of Bloomington, and Town of Normal, Illinois.

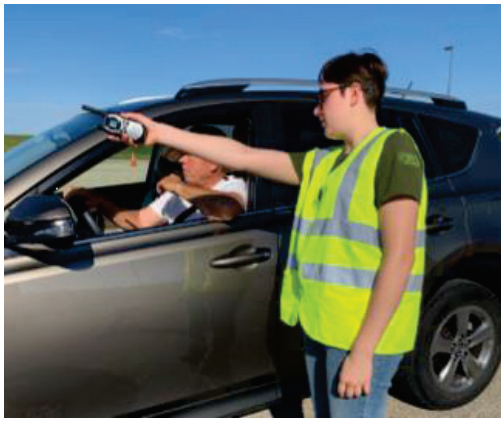


- Awarded the McLean County Recycling and Waste Reduction Award and Anne McGowan Making a World of Difference Award at the EAC's Sustainable Gourmet annual fundraiser. The McLean County Recycling and Waste Reduction Award identifies businesses, schools or organizations with outstanding recycling programs or waste reduction efforts. The Anne McGowan Making a World of Difference Award recognizes outstanding projects, activities, or individuals in McLean County who promote environmental awareness or natural resource conservation. The McLean County Recycling and Waste Reduction Award was awarded to a group of community volunteers, Amie Keeton, Janet Guaderrama, Marcia Nagy, and Melanie Ziomek, who coordinate the local Terracycle program. The Anne McGowan Making a World of Difference Award was awarded to Henry Brockman, a local organic produce farmer in the Congerville area.
- Received approval on Solid Waste Program Agreement renewal from the City of Bloomington, Town of Normal, and McLean County for 2020 through 2022. The agreement establishes a framework for the continuing administration and implementation of the McLean County Solid Waste Program, and provides assistance to the City, Town, and County in meeting the requirements of the Illinois Solid Waste Management Planning and Recycling Act.

HOUSEHOLD HAZARDOUS WASTE (HHW) COLLECTION



- The EAC successfully held a locally funded Household Hazardous Waste Collection in September 2019 for McLean County residents at Rivian Automotive.
- 1,050 cars passed through the event, bringing waste from an estimated 1,680 total households. This was the first HHW event that the EAC required residents to register in advance of the event via a web-based registration system. This led to a significant reduction in wait time for attendees with 1,236 appointments made and only 14 non-appointment attendees showing up to the event.



- 16,242 gallons of household hazardous waste materials were collected for safe disposal, with an additional 17,501 pounds of e-waste collected.
- 79 volunteers put in over 300 hours of work to assist the EAC staff in managing the event.
- Through several months of fundraising, the EAC raised $34,009 in private contributions, sponsorships, and donations of in-kind services to supplement the $140,000 in local government funding provided for the event. Semi-final event costs came to $155,027, leaving approximately $18,982 dedicated funding for the anticipated 2021 McLean County Household Hazardous Waste Collection.
- Many months of planning on the part of the EAC staff went into this event, including negotiating site with Rivian Automotive, permitting process with the Illinois EPA, researching risk management and liability issues, developing marketing, advertising, site planning, volunteer recruitment, contingency planning, scheduler set-up, sponsorship solicitation, and appointment-setting.

SPECIAL PROJECT-ILLINOIS PRAIRIE COMMUNITY FOUNDATION GRANT

- In 2018, the EAC applied for and received full funding from the Illinois Prairie Community Foundation Green Endowment for a program titled "Reducing Barriers for Sustainable Recycling." The program sought to eliminate the economic and perceived barriers reducing residents' ability to recycle. Barriers in both the Town of Normal and the City of Bloomington were addressed through two separate programs based on the respective municipality's most significant barriers and needs. In Normal, grant funding was used to purchase household recycling carts for distribution to lower-income households. In Bloomington, grant funding was used to purchase permanent outdoor recycling receptacles for this area of high pedestrian traffic.



- Grant funding ended in May, at which point the EAC assessed how successful the pilot program was in meeting the program's primary goals; to increase the feasibility of recycling for individuals residing in the City of Bloomington and Town of Normal, and eliminate the associated barriers to recycling by expanding the existing infrastructure.
- In Normal, 41 households participated in the program. Over the course of the grant period, households utilized weekly recycling pick up nearly 75% of the time. It was promising to find that around 80% of the households would either throw away unfamiliar items or inquire what to do with them before making a decision.
- In Bloomington, over 3,976 pounds of waste material was diverted from the landfill over the course of the grant period. However, this number only represents that collected in the four grant-funded receptacles as part of the initial project. There are 8 total recycling receptacles in downtown Bloomington, 4 from the EAC grant, and 4 sponsored by local recycling and waste haulers. The total amount of material diverted from the landfill for all eight bins is estimated to be closer to 5,964 pounds.

EDUCATION AND OUTREACH

- **Recycling and Waste Reduction Fourth Grade Presentations:**
    - Heyworth Elementary (3 classes, 82 students)
    - Parkside Elementary (2 classes, 39 students)
    - Calvary Christian Elementary (1 class, 7 students)
    - Cedar Ridge Elementary (4 classes, 88 students)
    - Colene Hoose Elementary (3 classes, 83 students)
    - Carlock Elementary (1 class, 22 students)
    - Epiphany Elementary (1 class, 29 students)
    - St. Mary's Elementary (1 class, 15 students)
    - Glenn Elementary (2 classes, 49 students)
    - Trinity Lutheran Elementary (1 class, 28 students)
    - Ridgeview Elementary (2 classes, 52 students)
    - Fox Creek Elementary (3 classes, 78 students)
    - Benjamin Elementary (4 classes, 104 students)
    - Sugar Creek Elementary (3 classes, 54 students)
    - Lexington Elementary (2 classes, 33 students)
    - Danvers Elementary (2 classes, 34 students)

- Oakdale Elementary (2 classes, 43 students)
- Oakland Elementary (3 classes, 67 students)
- LeRoy Elementary (3 classes, 65 students)
- Northpoint Elementary (3 classes, 84 students)
- Hudson Elementary (2 classes, 56 students)
- Grove Elementary (4 classes, 97 students)

2019: 22 Total schools; Total classrooms 52; people: 1,209

- **Other K-12 School Activities:**
  - Presentation for Epiphany Jr. High students on EAC programs and mission regarding solid waste and recycling (1 class, 33 students)
  - Presentation for BJHS Green Team students as part of their training to oversee proper composting and recycling during lunch periods at the junior high (2 classes, 15 students)
  - Glenn Elementary Earth Day Clean Up (25 volunteers)
  - Composting Program for Children's Home & Aid students (15 attendees)
- **Preschool Presentations:**
  - Recycling and Composting Presentation for Mulberry School students on recycling and composting (3 classes, 67 students)
  - Composting program at Little Jewels Learning Centers (3 classes, 70 kids total)
- **Scout Activities:**
  - Presentation on solid waste and recycling for Corpus Christi 4th grade Girl Scouts (8 students)
  - Presentation on recycling and composting for St. Mary's Boy Scouts group (31 attendees)
- **University Programs:**
  - Presentation for ISU Alternative Spring Break group on local watersheds and sources of pollution (40 students)
  - Presentation to ISU advisors on volunteer opportunities including those through the Solid Waste program (16 attendees)
  - ISU Careers Chat on EAC programs including solid waste and recycling (24 interactions)
  - Presentation on EAC programs including solid waste and recycling for Heartland Community College class (27 students)
- **Community Solid Waste Reduction Programs and Information Booths:**
  - Information table at Girl's World Expo promoting EAC solid waste and clean water programs (51 interactions)
  - Info booth at ISU Sustainability Fair promoting EAC general program areas including recycling (26 interactions)

- Info booth at Labor and Street Fair promoting EAC general program areas including recycling (29 interactions)
- Info boot at Green Top Grocery for Stronger Together Event promoting EAC general program areas including solid waste and recycling (15 interactions)
- Info booth at Chamber Twin City Showcase on general program areas including solid waste and recycling (73 interactions)
- Info booth at Sugar Creek Arts Festival promoting EAC general program areas including solid waste and recycling (272 interactions)
- Info booth at the Sweet Corn Circus promoting EAC general program areas including compost and recycling (883 interactions, 9 carts of composting collected)
- Info booth at Bloomington Library How-To Fest promoting composting and recycling (42 interactions)
- Info booth at Festival ISU promoting apartment recycling and new apartment guidelines (110 interactions)
- Info booth at Chamber Non-Profit Showcase on general program areas including solid waste and recycling (15 interactions)
- Info booth at Heartland Community College promoting EAC programs including solid waste and recycling (17 interactions)

- **Library Summer Reading Program at area libraries "Why Should I Recycle?":**
  - LeRoy Crumbaugh Library (83 attendees)
  - Mt Hope-Funks Grove Library (44 attendees)
  - Town of Normal Library (30 attendees)
  - Carlock Public Library (38 attendees)
  - Heyworth Library (36 attendees)
  - Martin Township (Colfax) Library (7 attendees)
  - Lexington Public Library (32 attendees)
  - Chenoa Public Library (9 attendees)
  - Bloomington Public Library (26 attendees)
- **District 87 Summer Feeding Programs - Information table at program locations promoting recycling and vermicomposting:**
  - Stevenson Elementary (2 visits, 66 interactions)
  - Sheridan Elementary (2 visits, 14 interactions)
  - Irving Elementary (1 visit, 16 interactions)
  - Bent Elementary (2 visits, 10 interactions)

- **Other Programs:**
  - Continued distribution of new standardized recycling flyer with simplified messaging for Town of Normal and City of Bloomington residents, coupled with increased marketing messages and education outreach addressing issues of contamination.
  - Presentation to BHS senior advisory teachers on composting and recycling (29 teachers)



  - Presentation for Mom's Group at St. Pat's Church of Merna on solid waste and recycling (18 attendees)
  - Presentation for Compeer Financial group on EAC general program areas including solid waste and recycling (7 attendees)
  - Presentation for EAT group at Mennonite Residential Community on recycling (28 attendees)
  - Presentation at Luther Oaks on solid waste and recycling (19 attendees)
  - Program for Children's Discovery Museum Explorers Camp on solid waste, pollution and recycling (23 kids)
  - Presentation for women's non-profit group on general program areas including solid waste and recycling (10 attendees)
  - Vermicomposting workshop at the Miller Park Zoo (2 classes, 15 attendees)
  - Compost Bin Workshop (2 bins built, 3 attendees) Compost Bin Workshop (5 bins built, 5 attendees), Composting Workshop (5 attendees, __ bins built)
  - Presentation on recycling for Miller Park Senior Adult Group (13 attendees)
  - Presentation on recycling and composting for District 87 Food Service Staff (55 attendees)
  - Presentation on recycling for local Kiwanis Club chapter (47 attendees)
  - Presentation on recycling and reuse activities for BCAI Summer Arts Exposure Camp (13 attendees)
  - Presentation on recycling and reuse activities for Iexcell Students' Summer Camp (46 attendees)
  - Presentation on recycling for Sunrise Rotary Club (21 attendees)
  - Presentation on recycling for senior group at Lincoln Leisure Center (8 attendees)
  - Presentation on EAC programs including solid waste and recycling for McLean County Leadership group (27 attendees)

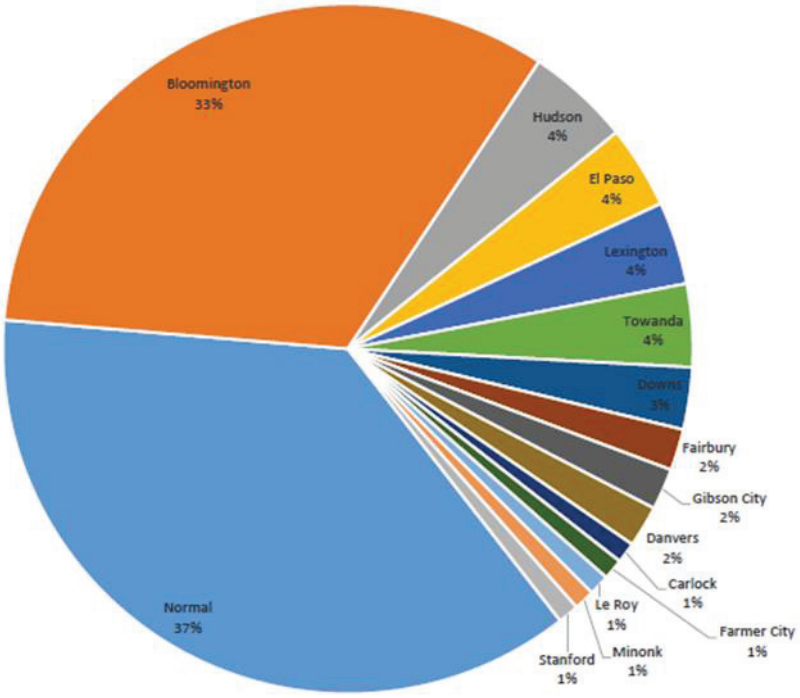
OTHER ACTIVITIES

- Coordinated recycling and composting services during breakfast and lunch at the Home, Lawn & Garden Day annual event (6 volunteers).
- Worked with District 87 staff to conduct composting and recycling training for BJHS Green Team students to help oversee proper composting and recycling during the lunch periods. This training was also provided to senior advisory teachers at the high school.
- Developed educational materials for Town of Normal apartment managers to assist with the implementation of multi-family housing recycling. EAC staff also conducted outreach and surveying of recycling at apartments to document and record contamination rates among sites.
- Coordinated annual Constitution Trail and Sugar Creek clean up event in April, removing trash from a 1.6-mile stretch of Sugar Creek from Tipton Park to Audubon Gardens. One hundred citizens volunteered with this effort and helped collect 1,000 pounds (1/2 ton) of trash.
- Assisted NCHS Computer Science cohort student group on the development of their project aiming to encourage and increase recycling in McLean County.
- EAC facilitated composting of corn cobs and other waste at the Sweet Corn Blues Festival. Nearly one ton of compostable material was collected for proper recycling. (883 interactions)
- Coordinated large-scale recycling initiative at the twentieth annual Brüegala Beer Festival at the Normal Corn Crib in partnership with the Bloomington-Normal Jaycees for the second year in a row. Twenty-five volunteers and five EAC staff members worked over the two-day event and diverted 3,962 total pounds of recyclable material from the landfill.

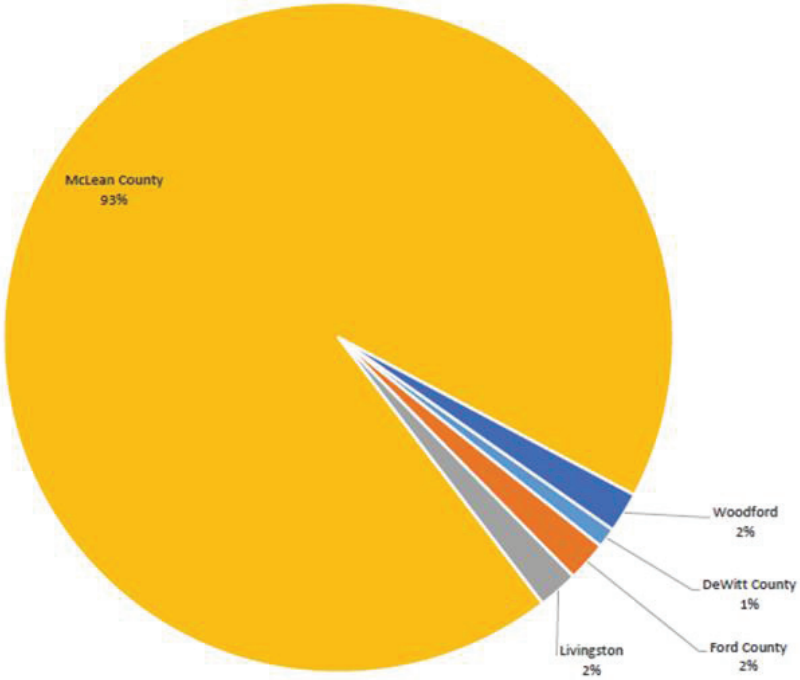


- Surveyed users of recycling drop-off receptacles located throughout the Town of Normal to better understand the population utilizing the bins. Survey data represents recycling behaviors and serves as an indicator of how well the community's needs are being met in increased outreach for recycling.

Recycling Dropbox Users By Municipality



Recycling Dropbox Users by County of Residence



- Debuted new compost barrel model at compost workshop in celebration of America Recycles Day with 5 people in attendance. The new barrel is made from a durable, 55-gallon drum that is convenient for composting and transportation. The EAC plans to bring back this model for workshops in 2020, in addition to a new composting video presentation to accompany the workshops.
- Conducted outreach to identify all multi-family housing locations in the Town of Normal and corresponding recycling providers, as all multi-family housing landlords are required by ordinance to provide onsite recycling in Normal. Information will be used to update our RecycleCoach app with more accurate, geographic-specific recycling information to McLean County residents.
- Celebrated America Recycles Day during the week of November 15 by encouraging residents to #recyclesmarternotharder and help reduce contamination through a social media campaign. Answers to common recycling questions were shared each day through social media platforms. Followers were asked to help inspire others to #recycylesmarternotharder by sharing the posts. With the help of community members, this information reached over 16,000 people.
- Education Coordinator attended annual Illinois Counties Solid Waste Management Association Conference in Springfield, Illinois.
- Produced three quarterly EAC paper newsletters featuring solid waste issues among other topics. Mailed to approximately 259 households each issue and made available as free download on the EAC website.
- Sent monthly issues of the EAC Action News email newsletters to over 860 email addresses on average to promote general recycling and waste reduction.
- Promoted waste reduction, recycling, composting and proper disposal of household hazardous wastes through social media. EAC posted messages on its Facebook, Twitter, LinkedIn, and YouTube accounts on solid waste topics, with a resulting 202,952 interactions.
- Answered 1,560 phone calls and other inquiries about the disposal of household hazardous waste and recycling.
- Received 59,709 visits to solid waste, recycling, and hazardous waste related pages within EAC's website.
- Promotion and oversight of Recycle Coach, a web and mobile based app that serves as an educational resource for McLean County residents with questions regarding local recycling programs and waste collection services. 15,536 total users, and over 94,466 interactions.
- Administration and promotion of McFreecycle, a free listserv on the internet for the free exchange of materials in McLean County to avoid disposal of useable items. 1,996 current members with an average of 44 messages exchanged monthly. While membership continues to increase, usage of the service is declining. This is likely due to redundant "free items" services now available as a part of social media platforms like Facebook and Nextdoor.com.
- Radio Outreach:
    - EAC staff was interviewed on WJBC about new quick and easy recycling guidelines for McLean County residents
    - EAC staff was interviewed on WJBC about the current status of recycling in McLean County including updates on glass recycling

    - EAC staff was interviewed on WBNQ and B104 about Earth Day, Constitution Trail Clean Up Event, recycling and HHW

- Radio and newspaper promotions included promotions of "RecycleCoach" recycling information application, anti-contamination messages, and heavy marketing of the September Household Hazardous Waste collection. Several local media channels were utilized to reach more diverse audiences in Bloomington Normal.

CONSENT AGENDA ITEM NO. 8.I

FOR COUNCIL: June 24, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

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

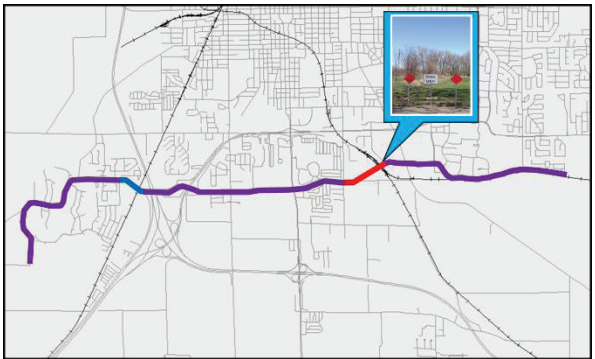
RECOMMENDED MOTION:
The proposed Resolution for Improvement and Agreement be approved.

STRATEGIC PLAN LINK:
-Goal 5. Great Place – Livable, Sustainable City
-Goal 3. Grow the Local Economy
-Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:
-Objective 5a. Well-planned City with necessary services and infrastructure
-Objective 3e. Strong working relationship among the City, businesses, economic development organizations
-Objective 2a. Better quality roads and sidewalks

BACKGROUND: Public Works is recommending the approval of a Resolution for Improvement Under the Illinois Highway Code and a Local Public Agency Agreement for Federal Participation for the land acquisition portion of Hamilton Road, Bunn to Commerce, in the amount of $500,000. Federal Surface Transportation – Urban (STU) funds will be used to reimburse the City for 80% ($400,000) of the cost of this land acquisition. Land acquisition, which includes right-of-way and easements, is generally considered one of the critical path items prior to moving to the construction phase. By providing the necessary funding for right-of-way, negotiations with the various landowners can begin while the engineering consultant and City staff continue to move forward with design and negotiation with Norfolk Southern Railway.

Hamilton Road, from Bunn Street to Commerce Parkway, is the remaining street segment needed to provide a continuous east-west transportation corridor south of Veterans Parkway (another remaining segment, Fox Creek from Danbury to Beich, is funded and in the design phase).



The completed project will:

- Complete an essential east-west arterial from Fox Creek Subdivision to 0.5 miles east of Hershey Road;

- Promote multi-modal transportation from residential and recreational areas to employment centers by connecting multi-use trails that run east and west in the area;
- Facilitate infill commercial and residential development as advocated in the Comprehensive Plan;
- Construct approximately 3,000 feet of new four-lane arterial road between Bunn Street and Commerce Parkway;
- Relocate existing Norfolk Southern Railway (NS) sidings;
- Close the dangerous intersection of Rhodes Lane and US 150 (Morrissey Drive); and
- Construct a new at-grade crossing with NS

On August 28, 2017 Council adopted Resolution 2017-30 to commit the City to fund 20 percent of the project once an Illinois Commerce Commission Order (which would approve the railroad plan) is passed. This Resolution was critical to show Norfolk Southern that the City is serious about this project. Discussions with Norfolk Southern have progressed since Council adopted the Resolution. The completion of Phase I design and commencement of Phase II should help these negotiations as well.

The Resolution committed to fund the required 20 percent local match in order to receive 80 percent federal funding for the design and construction of Hamilton Road from Bunn to Commerce. The City's 20 percent match will be funded through the State Motor Fuel Tax (MFT) Fund with the 80 percent federally funded with Surface Transportation – Urban (STU) funds. The original $10.4 million budget for the project included costs for obtaining the necessary right-of-way (this budgeted amount does not include the approximate $4 million to relocate the railroad siding storage tracks, funded separately).

On January 14, 2019, Council approved a Professional Services Agreement with Hanson Professional Services for Phase II design of the corridor, in the amount of $557,292.

Additionally, on April 13, 2020, Council approved a support Resolution as part of the U.S. Department of Transportation's (USDOT) Better Utilizing Investments to Leverage Development (BUILD) Transportation Discretionary Grants program. Staff submitted the grant on May 18, 2020. USDOT will announce award recipients by September 15, 2020.

More information about the project can be found at www.BUILDingBloomington.com.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this expenditure is recommended due to the involvement of federal funds and the importance for the city to meet its deadlines. In addition, the city's share of funding has already been budgeted and is coming from State MFT funds, which are specifically dedicated to these types of projects.

The Finance Department is monitoring the financial impact of the pandemic. It has reviewed the costs associated with the project and believes adequate funding is available given there may be a need to use fund reserves within fund balance guidelines.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Property owners adjacent to the project have been informed of the project in public meetings and contacted regarding appraisals of their properties if applicable. No negotiations have begun.

FINANCIAL IMPACT: If the Agreement and Resolution are approved, payments not to exceed $500,000 will be made from the State Motor Fuel Tax Fund (MFT)-Land account (20300300-72510). The portion to be paid with Federal Surface Transportation – Urban (STU) funds will used to reimburse the City 80% ($400,000 if the full $500,000 is expended) for the land acquisition. The Hamilton Road – Bunn to Commerce project is included in the FY 2021 Budget. Stakeholders can locate this in the FY 2021 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 8, 167, 172, 175 and 176.

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

Respectfully submitted for Council consideration.

Prepared by: Steven Law, Civil Engineer II

Reviewed by:

Kevin Kothe, City Engineer 6/9/2020

Carla Murillo, Procurement Manager 6/15/2020

Chris Tomerlin, Budget Manager 6/16/2020

Jeffrey R. Jurgens, Corporation Counsel 6/16/2020

Tara Henry, Legislative Assistant 6/18/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- PW 11B Resolution_Hamilton Bunn to Commerce ROW Resolution and Agreement 06222020
- PW 11C Agreement_Hamilton Bunn to Commerce ROW Resolution and Agreement 06222020

Illinois Department of Transportation

Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?
☒ Yes ☐ No

Resolution Type	Resolution Number	Section Number
Original		16-00360-00-PV

BE IT RESOLVED, by the Council (Governing Body Type) of the City (Local Public Agency Type)
of Bloomington (Name of Local Public Agency) Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract (Contract or Day Labor).

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Hamilton Road	0.47	FAU 6371	Bunn Street	Morrissey Drive

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,
1. That the proposed improvement shall consist of
Right-Of-Way acquisition for the Hamilton Road improvements.

2. That there is hereby appropriated the sum of Five-hundred thousand and 00/100 dollars Dollars ($500,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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 Yocum (Name of Clerk) City (Local Public Agency Type) Clerk in and for said City (Local Public Agency Type)
of Bloomington (Name of Local Public Agency) in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by
Council (Governing Body Type) of Bloomington (Name of Local Public Agency) at a meeting held on June 22, 2020 (Date).

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ (Day) day of _____ (Month, Year).

(SEAL)

Clerk Signature | Date

Approved

Regional Engineer
Department of Transportation | Date

Illinois Department of Transportation

Local Public Agency Agreement for Federal Participation

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
City of Bloomington	McLean	16-00360-00-PV

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU	NA	MCRPC	B-03-09

☐ Construction on State Letting ☐ Construction Local Letting ☐ Day Labor ☐ Local Administered Engineering ☒ Right-of-Way

Construction		**Engineering**		**Right of Way**	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
				R-95-002-18	8MDZ(002)

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "**LPA**" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "**STATE**". The **STATE** and **LPA** jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the **LPA** and approved by the **STATE** using the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "**FHWA**".

LOCATION

			Stationing	
Local Street/Road Name	Key Route	Length	From	To
Hamilton RD	FAU 6371	0.47 mi	02.37	02.84

Location Termini

Hamilton Road from 0.1 mile east of Bunn Street to Commerce Parkway

Current Jurisdiction	Existing Structure Number(s)	
City of Bloomington	NA	Add Location / Remove

PROJECT DESCRIPTION

New 5 lane construction and realignment of Hamilton Road.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the **LPA** will pay the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the agreement has been paid. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ METHOD C - **LPA's** Share _____ divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the STATE and the FHWA.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to complete the project.
11. (Preliminary Engineering) In the event that right-of-way acquisition for, or construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following FHWA authorization, the LPA will repay the STATE any Federal funds received under the terms of this agreement.
12. (Right-of-Way Acquisition) In the event construction has not commenced by the close of the twentieth fiscal year following **FHWA** authorization using right-of-way acquired this agreement, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this agreement.
13. (Railroad Related Work) The LPA is responsible for the payment of the railroad related expenses in accordance with the **LPA**/ railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
14. Certifies to the best of its knowledge and belief that it's officials:
    a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
    b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antirust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
    c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
    d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
15. To include the certifications, listed in item 14 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
16. (**STATE** Contracts). That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
17. That for agreements exceeding $100,000 in federal funds, execution of this agreement constitutes the **LPA's** certification that:
    a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

c. The **LPA** shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

18. To regulate parking and traffic in accordance with the approved project report.
19. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
20. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
21. To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project in which no expenditures have been charged against federal funds for the past twelve (12) months.
22. (Reimbursement Requests) For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
23. (Final Invoice) The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice on the engineering projects.
24. (Project Closeout) The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report my be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
25. (Project End Date) For Preliminary Engineering projects the end date is ten (10) years from the execution date of the agreement. For Right-of-Way projects the end date is fifteen (15) years from the execution date of the agreement. For Construction projects the end date is five (5) years for projects under $1,000,000 or seven (7) years for projects over $1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.
26. (Single Audit Requirements) That if the **LPA** expends $750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than $750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
27. That the **LPA** is required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: https://www.sam.gov/SAM/
28. (Required Uniform Reporting) To comply with the Grant Accountability and Transparency Act (30 ILCS 708) that requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

    NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx)

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. (State Contracts) To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when agreed unit prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the agreed unit prices and engineer's pay estimates in accordance with the division of cost page.

4. (Local Contracts) For agreements with federal and/or state funds in engineering, right-of-way, utility work and/or construction work:
   a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
   b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors and assigns.
4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on state awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

	1.	Location Map
	2.	Division of Cost
-	3.	LPA Funding Resolution

Add Row

The **LPA** further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Tari Renner

Title of Official

Mayor

Signature | Date

The above signature certifies the agency's Tin number is 376001563 conducting business as a Governmental Entity.

Duns Number 060864170

APPROVED

State of Illinois
Department of Transportation

Omer Osman P.E., Acting Secretary | Date

By:

Director of Planning & Programming | Date

Director of Planning & Programming | Date

Philip C. Kaufmann, Chief Counsel | Date

Joanne Woodworth, Acting Chief Fiscal Officer | Date

NOTE: if the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

ADDENDA NUMBER 2

Local Public Agency	County	Section Number
City of Bloomington	McLean	16-00360-00-PV

Construction		Engineering		Right of Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
				R-95-002-18	8MDZ(002)

DIVISION OF COST

	Federal Funds			State Funds			Local Public Agency			
Type of Work	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	Totals
- Right-Of-Way	STU	$400,000.00	80%				Local Match	$100,000.00	20%	$500,000.00
-										
-										
-										
-										
-										
-										
-										
-										
-										
	Total	$400,000.00		Total			Total	$100,000.00		$500,000.00

Add

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

Section 16-00360-00-PV
McLean County

Addenda Number 1

N



Location Map

CONSENT AGENDA ITEM NO. 8.J

FOR COUNCIL: June 24, 2020

SPONSOR: Public Works Department

WARD IMPACTED: Ward 2

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

RECOMMENDED MOTION:
The proposed Supplemental Resolution and Agreement Supplement be approved.

STRATEGIC PLAN LINK:
-Goal 5. Great Place – Livable, Sustainable City
-Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:
-Objective 5a. Well-planned City with necessary services and infrastructure
-Objective 2a. Better quality roads and sidewalks

BACKGROUND: Public Works is recommending the approval of a Supplemental Resolution for Improvement Under the Illinois Highway Code and Preliminary/Construction Engineering Services Agreement Supplement for Motor Fuel Tax Funds for the Fox Creek Road Bridge and Road Improvements Project, in the amount of $175,000. Once approved, funding will be used to supplement the Professional Services Contract with Alfred Benesch & Company. The supplement includes payment for the additional administration that was necessary as a result of extensive delays with Union Pacific Railroad Company (UP) as well as for some design scope that has changed over the years. Details of the additional fees and scope changes can be found in the attached Agreement Supplement.

The result of providing the additional fee for scope changes and additional administration will be a better final project, which will perform more efficiently and reduce long-term maintenance costs. In addition, the efforts of the negotiations with UP will yield a savings of approximately $700,000 in construction costs over the bridge configuration UP was originally requesting. The total cost of design of $652,504.35, after the $175,000 supplement, is under 10 percent of the construction cost and within industry standard for study and design of such a project.

Overview
The Fox Creek Road Bridge replacement will increase the safety and capacity of Fox Creek Road and provide multi-modal access to cross UP. This project is within the Hamilton/Fox Creek corridor, which provides east-west mobility for the community. Preliminary bridge plans have received approval from UP and the documents are awaiting review by the Illinois

Department of Transportation (IDOT) prior to final design. Staff expects final roadway and bridge design complete by fall 2020 with construction beginning in March 2021.



Photo from the October 2014 Value Planning Design Study completed by Benesch

The new roadway will consist of 2 lanes in each direction with a bi-directional center turn lane, totaling 5 travel lanes. The City will replace the bridge, which will have the same cross section as the rest of the roadway, install traffic signals at the intersections of Fox Creek Road at Danbury Drive and Fox Creek Road at Beich Road. In addition, the City will construct a 10-foot wide, multi-use trail north of the roadway, connecting the trail east and west of the project limits, and a sidewalk south of the roadway. These improvements will provide a road design similar to the roadway east and west of the project area.

History

In April 2013, the Illinois Commerce Commission (ICC) notified the City that the Fox Creek Road Bridge over UP was selected for inclusion in the Commission's Crossing Safety Improvement Program. Being selected into this Plan qualified the project for 60 percent funding from the Grade Crossing Protection Fund. In May 2013, Council authorized staff to move forward with project planning activities. The first step was to select an engineering firm to design the improvements using the Professional Services Quality Based Selection Process. Through this process, the Council approved an Engineering Services Agreement with Alfred Benesch & Company on March 10, 2014.

Past progress on this project has only come in small increments over several years, and the overall delay was primarily due to issues with the railroad. City staff disagreed with UP over the number of tracks and access roads they were requesting that the new bridge would span. UP was asking for more than was necessary or required and negotiations over these matters, along with slow responses from the railroad, caused years of delay. In February 2019, an ICC Order was entered, and UP withdrew its objection to the bridge as originally proposed. However, over the next several months, UP continued to reject the plans, not incorporating the Order. Eventually, in February 2020, the City received contingent structural review approval of 30 percent plans from UP.

Since February 2020, progress has been moving more steadily. The 30 percent structural plans are currently under review by the Illinois Department of Transportation (IDOT), and final structural plans will be designed and submitted to UP once the IDOT review comments are received. The utility review comments (for a water main attached to the bridge structure) were just recently received from UP. Based on those comments, modifications to the plans will be incorporated into the final UP and IDOT submittals. As necessary, additional submittals will be made as the design progresses to final plans.

One significant outstanding item is that we are waiting on UP Real Estate to provide us with a draft agreement to review. It is expected that a fair amount of negotiation will be necessary before a final agreement is reached. While we are waiting on some outside comments to come in, there are numerous moving parts, and internal progress has currently slowed due to the requested agreement supplement from Alfred Benesch & Company. Approving the agreement supplement will allow progress to continue at a steady pace.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this expenditure is recommended due to the involvement of the ICC's Grade Crossing Protection Fund (approximately 60 percent of the bridge replacement costs are eligible for reimbursement) and the importance for the city to meet its deadlines. In addition, the city's share of funding has already been budgeted and is coming from State MFT funds, which are specifically dedicated to these types of projects.

The Finance Department is monitoring the financial impact of the pandemic. It has reviewed the costs associated with the project and believes adequate funding is available given there may be a need to use fund reserves within fund balance guidelines.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If the change order for $175,000.00 is approved, payment will be made from the State Motor Fuel Tax Fund (MFT)-Architectural & Engineering Services account (20300300-70051). Although this change order was not budgeted, there are funds budgeted for the project construction which can be used to cover the additional costs. The $175,000.00 will be transferred from State Motor Fuel Tax (MFT)-Street Construction & Improvement account (20300300-72530) to the State Motor Fuel Tax Fund (MFT)-Architectural & Engineering Services account (20300300-70051). Stakeholders can locate this in the FY 2021 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 8, 167, 172, 173 and 174.

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 to the state and interstate highway system. Objective TAQ-1.4. Pedestrian safety for users of all transportation facilities with a Sidewalk Master Plan, and sidewalk system that provides safe access throughout the transportation network.

Respectfully submitted for Council consideration.

Prepared by: Steven Law, Civil Engineer II

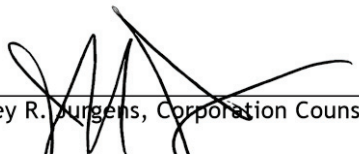
Reviewed by:



Carla Murillo, Procurement Manager 6/15/2020



Chris Tomerlin, Budget Manager 6/16/2020

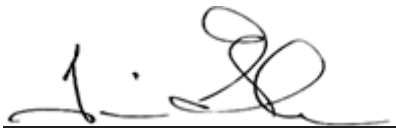


Jeffrey R. Jurgens, Corporation Counsel 6/16/2020



Tara Henry, Legislative Assistant 6/18/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- PW 9B Supplemental Resolution_Fox Creek Road Bridge Supplemental Resolution and Agreement Supplement 06222020
- PW 9C Agreement Supplement_Fox Creek Road Bridge Supplemental Resolution and Agreement Supplement 06222020

Illinois Department of Transportation

Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?
☒ Yes ☐ No

Resolution Type	Resolution Number	Section Number
Supplemental		06-00337-00-BR

BE IT RESOLVED, by the Council (Governing Body Type) of the City (Local Public Agency Type)
of Bloomington (Name of Local Public Agency) Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract (Contract or Day Labor).

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Fox Creek Road		FAU 6429	Danbury	Beich

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
Fox Creek Road	057-3420	FAU 6429	Sta. 139+93.48	UPRR

BE IT FURTHER RESOLVED,
1. That the proposed improvement shall consist of

Supplemental Design Work for the Fox Creek Road and Bridge Improvements.

2. That there is hereby appropriated the sum of One-hundred seventy-five thousand and 00/100 Dollars ($175,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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 Yocum (Name of Clerk) City (Local Public Agency Type) Clerk in and for said City (Local Public Agency Type)
of Bloomington (Name of Local Public Agency) in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by City Council
of Bloomington (Governing Body Type) at a meeting held on June 22, 2020 (Name of Local Public Agency / Date).

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ (Day) day of _____ (Month, Year).

(SEAL)

Clerk Signature | Date

Approved

Regional Engineer
Department of Transportation | Date

Municipality	LOCAL AGENCY	Illinois Department of Transportation	CONSULTANT	Name
City of Bloomington				Alfred Benesch & Company
Township		**Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds**		Address: 35 W Wacker Dr. Suite 3300
County: McLean				City: Chicago
Section: 06-00337-00-BR		SUPPLEMENT		State: Illinois

THIS AGREEMENT is made and entered into this 24th day of June, 2020 between the above LocalAgency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above PROJECT. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
Contractor	Company or Companies to which the construction contract was awarded

Section Description

Name Fox Creek Road Route _____ Length _____ miles Structure No. 057-3420

Termini Danbury Drive to Beich Road

Description:

The project generally consists of the upgrade or replacement of an existing two-lane bridge over the UPRR with a new four-lane facility, which will include sidewalk on the south side and a bike trail on the north side, as well as the upgrade of Fox Creek Road from Danbury Drive to Beich Road to a four-lane facility

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:

   a. ☐ Make such detailed surveys as are necessary for the preparation of detailed roadway plans.

   b. ☐ Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.

   c. ☐ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.

   d. ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.

e. ☐ Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.

f. ☐ Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.

NOTE Four copies to be submitted to the Regional Engineer

g. ☐ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.

h. ☐ Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

i. ☐ Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.

j. ☐ Furnish or cause to be furnished:

(1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
(2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.
(3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
(4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
(5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.

k. ☐ Furnish or cause to be furnished

(1) A resident construction supervisor, inspectors, and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
   a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
   b. Establishment and setting of lines and grades.
   c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
   d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
   e. Revision of contract drawings to reflect as built conditions.
   f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.

l. ☒ See Attachment A

NOTE: ***When Federal funds are used for construction and the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor, the ENGINEER is required to be prequalified with the STATE in Construction Inspection. The onsite resident construction supervisor and project inspectors shall possess valid Documentation of Contract Quantities certification***.

2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
4. In the event plans, surveys or construction staking are found to be in error during the construction of the PROJECT and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.
5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.
7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.
8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

The LA Agrees,

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:

a ☐ A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.

b. ☐ A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees
Under $50,000	_____ (see note)
	_____ %
	_____ %
	_____ %
	_____ %
	_____ %

c. ☒ See Attachment B

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this PROJECT as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1b, 1c, 1d, 1e, 1f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. “Cost to ENGINEER” to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

Grade Classification of Employee	Hourly Rate
Principal Engineer	
Resident Construction Supervisor	
Chief of Party	
Instrument Man	
Rodmen	
Inspectors	

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until _____ . In event the services of the ENGINEER extend beyond _____ , the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:

   a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee based on the above fee schedule and the approved estimate of cost.
   b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.
   c. Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
   d. Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

   By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER
   for his actual costs plus 200 percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.

5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 200 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.

6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.

7. To submit approved forms BC 775 and BC 776 with this AGREEMENT when federal funds are used for construction.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this

AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.

3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under the AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.

4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

Executed by the LA:

City of Bloomington of the
(Municipality/~~Township/County~~)

ATTEST:

By _____

_____ Clerk

(Seal)

State of Illinois, acting by and through its

_____ ,

By _____

Title:

Executed by the ENGINEER:

Alfred Benesch & Company

35 W Wacker Dr., Suite 3300

Chicago, Illinois 60601

ATTEST:

By _____

Title: Project Manager

_____

Title: Senior Vice President

Approved

_____
Date
Department of Transportation

_____
Regional Engineer

ATTACHMENT A

The terms and conditions of the original agreement to which this agreement is supplement, shall continue to be in full force and effect unless previously modified in writing or modified herein.

City of Bloomington - Fox Creek Road and Bridge
Phase II Scope of Work & Estimate of Staff-hours

ITEM		TOTAL	SUPPLEMENT	REVISED TOTAL
1.0	TOPOGRAPHIC SURVEY	240	0	240
2.0	PROPERTY SURVEY	80	0	80
3.0	TRAFFIC COUNTS AND ANALYSIS	16	0	16
4.0	ALTERNATIVE ANALYSIS (VALUE PLANNING)	156	80	236
5.0	INTERSECTION DESIGN STUDIES	80	51	131
6.0	GEOTECHNICAL REPORTS	8	0	8
7.0	CIVIL PLANS	1120	152	1272
8.0	STRUCTURAL PLANS	952	650	1602
9.0	COORDINATION	220	120	340
10.0	PUBLIC MEETINGS	132	0	132
11.0	ENVIRONMENTAL DOCUMENTATION	92	0	92
12.0	RIGHT-OF-WAY DOCUMENTS	250	0	250
13.0	QUALITY ASSURANCE	128	0	128
14.0	ADMINISTRATION	82	80	162
15.0	PHASE III DESIGN SUPPORT/CONSTRUCTION SERVICES	80	124	204
		3636	1257	4893

City of Bloomington - Fox Creek Road and Bridge
Phase II Scope of Work & Estimate of Staff-hours

ITEM	TOTAL
4.0 ALTERNATE ANALYSIS (VALUE PLANNING) - ORIGNAL SCOPE	**156**
Value Planning Workshop	80
Value Planning Exhibits	24
Value Planning Report	20
VE Review Meeting	8
Finalize Value Engineering Report	24
4.0 ALTERNATE ANALYSIS (VALUE PLANNING) - REVISED SCOPE	**236**
Value Planning Workshop	80
Value Planning Exhibits	48
Value Planning Report	60
VE Review Meeting	8
Finalize Value Engineering Report	40
Net Change in additional hours	**80**

With the Phase I Value Planning report completed in October, 2014, the Scope of Work stated that 3 bridge evaluations would be completed within the Value Planning session. Value Planning is a logical process and to arrive at the optimal solution using this process, there was a possibility additional alternatives would be evaluated. Five bridge evaluations were actually completed. The report content and number of exhibits increased. The final report presented to the CIty Council was a concise document that enabled the Council to easily discuss and vote on a preferred alternative.

City of Bloomington - Fox Creek Road and Bridge
Phase II Scope of Work & Estimate of Staff-hours

ITEM	TOTAL
5.0 INTERSECTION DESIGN STUDIES - ORIGINAL SCOPE	**80**
Fox Creek & Beich	40
Fox Creek & Danbury	40
5.0 INTERSECTION DESIGN STUDIES - REVISED SCOPE	**131**
Fox Creek & Beich	67
Fox Creek & Danbury	64
Net Change in additional hours	**51**

*27 additional hours - research and implement deletion of existing right turn island. Includes additional coordination and iteration of traffic analysis and traffic signal layout, revise geometry, IDS sheets, ADA ramp in SE quadrant and detailed elevations.
This request by Bloomongton proceeded Phase I IDS work based on existing geometry and 2 reviews by Bloomington for the IDS in Phase II.
With this revision, the following IDS sheets/designs will need to be revised:

1. ADA ramp design and detail sheet	2
2. Traffic analysis/check drainage	1
3. Intersection geometry revised for the island removal and revised radius	16
4. Intersection elevations	2
5. Traffic signals	2
6. Pavement markings	4

*24 additional hours - scope of work change for Danbury. Revise profile to 20 mph design speed for sag curve near intersection to reduce reconstruction limits and eliminate need for short retaining wall on the west side of Danbury using 1:2 cut slope.
With this revsision, the following IDS sheets/designs will need to be revised:

1. Profile revisions	2
2. ADA ramp design and detail sheet	2
3. Intersection elevations	2
3. IDS sheet drafting	4
4. Variance form and backup docs - profile and cut 1:2 cut slope	6
3. Resubmit IDS to IDOT and City	8

City of Bloomington - Fox Creek Road and Bridge
Phase II Scope of Work & Estimate of Staff-hours

	ITEM	TOTAL
	7.0 CIVIL - ORIGINAL SCOPE	**1120**
7.1	ROADWAY PLANS	524
7.2	DRAINAGE AND UTILITY PLANS	192
7.3	EROSION CONTROL AND SEDIMENT PLANS	40
7.4	STAGING AND TRAFFIC CONTROL	160
7.5	PAVEMENT MARKING AND SIGNING PLANS	52
7.6	TRAFFIC SIGNALS	120
7.7	RAILROAD TRACK PLANS	0
7.8	LANDSCAPING PLANS	32
	7.0 CIVIL - REVISED SCOPE	**1272**
7.1	ROADWAY PLANS	604
7.2	DRAINAGE AND UTILITY PLANS	236
7.3	EROSION CONTROL AND SEDIMENT PLANS	40
7.4	STAGING AND TRAFFIC CONTROL	188
7.5	PAVEMENT MARKING AND SIGNING PLANS	52
7.6	TRAFFIC SIGNALS	120
7.7	RAILROAD TRACK PLANS	0
7.8	LANDSCAPING PLANS	32
	Net Change in additional hours	**152**

*TASK 7.1 - 60 additional hours - Decision to revise from widening and resurfacing to pavement construction after preliminary plans were submitted. Affected typical sections, roadway plans, removal plans, pay items, quantities, cost estimate and special provisions. Revision to outside ditch and ROW on certain parcels per coordination between Bloomington and land owners. Ditch was designed within proposed roadway ROW; local coordination resulted in proposed ROW decrease and ditch allowed on private property. Affects roadway and cross sections.
20 additional hours - change in scope for Danbury. Profile revised to minimize reconstruction limits and eliminate need for retaining wall on west side. Roadway, typical sections, pay items, quantites and cross sections will be revised.

*TASK 7.2 - 44 additional hours - coordination with Bloomington Public Works and bridge design. Looked at alternatives per Bloominton direction to find alternative to hanging from structure. Provided Bloomington with UPRR permit information. Revise drainage for Danbury profile revision.

*TASK 7.4 - 28 addiitonal hours - initial scheme of MOT for resurfacing, alternative study of FCR/Beich Road intersection with superelevation correction, revise for reconstruction

7.1 ROADWAY PLANS

ITEMS AND TASKS	ORIGINAL SCOPE				REVISED SCOPE	
	No. of Sheets	Hrs per Sheet	Task or Sheet Hours Extended	Item Total Hours	ADDITIONAL HOURS	ADDITIONAL HOURS
GENERAL PLAN SHEETS				**36**		**4**
Cover Sheet	1	8	8			
Index of Sheets	1	12	12		2	
Standard Sheets	1	8	8		2	
General Notes & Commitments	1	8	8			
SUMMARY AND SCHEDULE OF QUANTITIES (not quantity take-offs)				**88**		**4**
Summary of Quantities	2	12	24		2	
Schedules	4	16	64		2	
TYPICAL SECTIONS (Ex. and Proposed)*				**12**		**8**
Fox Creek Road (4 sections)	2	4	8		4	
Beich Road (2 Sections)	1	4	4			
Danbury	1				4	
ALIGNMENT, TIES AND BENCHMARKS	1	8	8	**8**		**0**
PLAN & PROFILE SHEETS				**120**		**18**
Fox Creek Road	4	12	48		12	
Beich Road	1	12	12			
Danbury	1				2	
Quantity Calculations			60		4	
INTERSECTION DETAILS				**40**		**SEE TASK 5.0**
Fox Creek & Beich	1	16	16			
Fox Creek & Danbury	1	16	16			
Fox Creek & Savanna	1	8	8			
REMOVAL PLANS				**40**		**6**
Fox Creek Road	4	8	32		4	
Beich Road	1	8	8			
Danbury	1				2	
DETAILS - ROADWAY				**36**		**4**
Various	3	12	36		4	
CROSS SECTIONS				**112**		**24**
Fox Creek Road	24	4	96		16	
Beich Road	4	4	16			
Danbury	2				8	
SPECIAL PROVISIONS				**24**	6	**6**
COST ESTIMATES				**8**	6	**6**
			TOTAL	**524**		**80**

7.2 DRAINAGE AND UTILITY PLANS

					REVISED SCOPE	
ITEMS AND TASKS	**No. of Sheets**	**Hrs per Sheet**	**Task or Sheet Hours Extended**	**Item Totals**	**ADDITIONAL HOURS**	**ADDITIONAL HOURS**
SCHEDULES						
(not quantity take-offs)				**36**		**0**
Drainage Schedules	2	12	24			
Water Main Schedules	1	12	12			
DRAINAGE PLAN & PROFILE SHEETS				**120**		**20**
Fox Creek Road	4	16	64		16	
Beich Road	1	16	16			
Danbury	1				3	
Quantity Calculations			40		1	
DETAILS - DRAINAGE				**8**		**8**
Miscellaneous	2	4	8		8	
WATERMAIN PLAN & PROFILE SHEETS				**48**		**16**
Fox Creek Road	4	12	48		16	
WATERMAIN DETAILS				**16**		**0**
Miscellaneous	2	8	16			
				192		**44**

7.4 STAGING AND TRAFFIC CONTROL

					REVISED SCOPE	
ITEMS AND TASKS	**No. of Sheets**	**Hrs per Sheet**	**Task or Sheet Hours Extended**	**Item Totals**	**ADDITIONAL HOURS**	**ADDITIONAL HOURS**
M.O.T. Typical Sections	2	12	24	**24**	4	**4**
Stage 1 Plan Sheets				**60**		**10**
Fox Creek Road	4	12	48		10	
Beich Road	1	12	12			
Stage 2 Plan Sheets				**40**		**10**
Fox Creek Road	4	8	32		10	
Beich Road	1	8	8			
Estimate of Time Construction Duration				**4**		**0**
M.O.T. Quantity Calculations				**20**	4	**4**
M.O.T. Specifications				**12**		**0**
				160		**28**

Amended Structural Hours

City of Bloomington - Fox Creek Road and Bridge
Phase II Scope of Work & Estimate of Staff-hours

ITEM			TOTAL
8.0	STRUCTURAL PLANS - ORIGINAL SCOPE		952
	8.1	FOX CREEK ROAD OVER UPRR	788
	8.2	INDEPENDENT PEDESTRIAN BRIDGE OVER UPRR	164
8.0	STRUCTURAL PLANS - REVISED SCOPE		1,462
	8.1	FOX CREEK ROAD OVER UPRR	702
	8.2	MSE WALLS	760
		Net change in additional hours (Plans) =	510
8.0	STRUCTURAL PLANS - OTHER		140
	1	ICC COORDINATION (Structures contribution)	100
	2	MSE TS&Ls (updates for and added MSE sections)	40
		Net change in additional hours (Total) =	650

8.1 STRUCTURAL PLANS (NEW SIMPLE SPAN STRUCTURE)

JLS 1/14/2019

Sheet Name	# of Sheets	Hours per Sheet		Total per Task	Total Engr.	Total Tech	Net Adjustment
		Engr. Des.	Tech				
General Plan and Elevation	1	32	16	48	32	16	12
General Notes, Index of Sheets and Total Bill of Material	1	24	8	32	24	8	4
Foundation Layout	1	20	12	32	20	12	4
Stage Construction Details	1	12	8	20	12	8	0
Temporary Earth Retention Details at Abutments	1	24	20	44	24	20	16
Temporary Shoring for Watermain	0	16	12	0	0	0	0
Temporary Concrete Barrier for Stage Construction	1	1	1	2	1	1	0
Top of Slab Elevations Plan	1	8	4	12	8	4	-4
Top of Slab Elevations	2	10	4	28	20	8	-20
Top of West Approach Slab Elevations	1	8	4	12	8	4	0
Top of East Approach Slab Elevations	1	8	4	12	8	4	0
Deck Reinforcement Plan	1	20	8	28	20	8	-12
Deck Cross Section and Details	1	20	12	32	20	12	-8
Drainage Scupper Details	0	2	4	0	0	0	-6
Parapet and Sidewalk Details	2	8	4	24	16	8	0
Railing and Fence Details	1	8	4	12	8	4	0
Abutment Diaphragm Details	1	20	16	36	20	16	8
Bridge Approach Slab Details	4	8	4	48	32	16	24
Framing Plan (and Reaction and Moment Tables)	1	32	16	48	32	16	-12
Bearing Details	0	12	4	0	0	0	0
Beam Elevation	1	8	4	12	8	4	-16
Beam Details	1	12	8	20	12	8	0
Abutment Plan and Elevation	2	32	16	96	64	32	-32
Pier Widening Details	0	20	12	0	0	0	-32
Bar Splicer Assembly and Mechanical Splicer Details	1	1	1	2	1	1	0
HP Pile Details	1	1	1	2	1	1	0
Soil Boring Logs	2	1	1	4	2	2	-4
Existing Plans	8	1	1	16	8	8	0
TOTAL # OF SHEETS	38				401	221	-78

Tasks Not Directly Associated with Plan Sheets	Total per Task	Total Engr.	Total Tech	Net Adjustment
Review and acceptance of Structure Geotechnical Report	24	24	0	0
Verify Capacity of Existing Substructure (Req'd for staged construction)	0	0	0	-24
Constructibility Review	16	16	0	0
Shop Drawing Review (To be addressed later)	0	0	0	0
Quantity Calculations (including Pay Item Worksheets)	40	40	0	16
SUB-TOTALS		481	221	-86
Percent		69%	31%	-12%
Total for Engineering and Tech (Full Bridge Replacement)			702	

8.2(old) PEDESTRIAN BRIDGE STRUCTURE

JLS 2/21/2020

Sheet Name	# of Sheets	Hours per Sheet		Total per Task	Total Engr.	Total Tech	Net Adjustment
		Engr. Des.	Tech				
General Plan and Elevation	1	24	12	36	24	12	-36
General Notes, Index of Sheets and Total Bill of Material	1	6	2	8	6	2	-8
Foundation Layout	1	8	4	12	8	4	-12
Abutment Details	2	16	8	48	32	16	-48
Pedestrian Truss Elevation and Details	1	12	8	20	12	8	-20
HP Pile Details	1	2	2	4	2	2	-4
Soil Boring Logs	2	1	1	4	2	2	-4
TOTAL # OF SHEETS	9				86	46	-132

Tasks Not Directly Associated with Plan Sheets	Total per Task	Total Engr.	Total Tech	Net Adjustment
Review and acceptance of Structure Geotechnical Report	8	8		-8
Develop Performance Based Specification	12	12		-12
Constructibility Review	4	4		-4
Quantity Calculations (including Pay Item Worksheets)	8	8		-8
SUB-TOTALS		118	46	-164
Percent		72%	28%	-100%
Total for Engineering and Tech			164	

8.2 MSE WALLS

JLS 2/25/2020

Sheet Name	# of Sheets	Hours per Sheet		Total per Task	Total Engr.	Total Tech
		Engr. Des.	Tech			
General Plan and Elevation	2	32	24	112	64	48
General Notes, Index of Sheets and Total Bill of Material	2	16	8	48	32	16
Removal Details	2	16	16	64	32	32
Developed Elevation	2	24	20	88	48	40
Cross Section and Wall Details (Typical)	4	16	8	96	64	32
Cross Section and Wall Details (CIP Tied-back)	2	24	12	72	48	24
Moment Slab Plan and Elevation	4	16	12	112	64	48
Moment Slab and Barrier Details	2	12	8	40	24	16
Water Main Connection Details	1	20	16	36	20	16
Railing Details	2	8	8	32	16	16
Soil Boring Logs	2	1	1	4	2	2
TOTAL # OF SHEETS	**25**				**414**	**290**

Tasks Not Directly Associated with Plan Sheets	Total per Task	Total Engr.	Total Tech
Review and acceptance of Structure Geotechnical Report	8	8	
Constructibility Review	8	8	
Quantity Calculations (including Pay Item Worksheets)	40	40	
SUB-TOTALS		**470**	**290**
Percent		**62%**	**38%**
Total for Engineering and Tech			**760**

City of Bloomington - Fox Creek Road and Bridge
Phase II Scope of Work & Estimate of Staff-hours

ITEM	TOTAL
9.0 PROJECT COORDINATION - ORIGINAL SCOPE	**220**
Coordination with Bloomington (1 hours per week)	52
Meetings with Bloomington	24
Meetings with IDOT	4
Meetings with Utilities	12
Miscellaneous exhibits	24
ICC coordination	64
Coordination with RR	40
9.0 PROJECT COORDINATION - REVISED SCOPE	**340**
Coordination with Bloomington (1 hours per week)	100
Meetings with Bloomington	40
Meetings with IDOT	4
Meetings with Utilities	12
Miscellaneous exhibits	48
ICC coordination	96
Coordination with RR	40
Net Change in additional hours	**120**

City of Bloomington - Fox Creek Road and Bridge
Phase II Scope of Work & Estimate of Staff-hours

ITEM	TOTAL
14.0 - ADMINISTRATION - ORIGINAL SCOPE	82
Project Start-up	4
Schedules/monitoring	13
Internal project meetings (weekly)	39
Preparation and distribution of correspondence	26
14.0 ADMINISTRATION - REVISED SCOPE	162
Project Start-up	4
Schedules/monitoring	29
Internal project meetings (weekly)	71
Preparation and distribution of correspondence	58
Net Change in additional hours	80

*36 additional hours - Phase 1 began in 2014 with Phase II starting in 2016. With the ICC hearings and the UPRR coordination, the Phase II design timeline was extended into 2020. Four years of Phase II design time requires additional monitoring and coordination.

City of Bloomington - Fox Creek Road and Bridge
Phase III Scope of Work & Estimate of Staff-hours

ITEM	TOTAL
15.0 PHASE III - ORIGINAL SCOPE	**80**
Shop Drawing Review	80
15.0 PHASE III - REVISED SCOPE	**204**
Shop Drawing Review - PPC Beams	60
Shop Drawing Review - MSE Walls - 2 @ 32 hours each	64
RFIs - 10 @ 6 hours each	60
Staking Final Right-of-Way	20
Net change in additional hours	124

ATTACHMENT B

The LA agrees to pay the ENGINEER as compensation for all services rendered in accordance with this SUPPLEMENTAL AGREEMENT, on the basis cost plus fixed fee, with a maximum compensation not to exceed $175,000.00 as derived on the following cost estimate of consultant services.

PAYROLL ESCALATION TABLE
FIXED RAISES

FIRM NAME	Alfred Benesch & Company	**DATE**	06/10/20
PRIME/SUPPLEMENT	Prime	**PTB NO.**	Fox Creek Road

CONTRACT TERM	12	**MONTHS**	**OVERHEAD RATE**		161.77%
START DATE	6/22/2020		**COMPLEXITY FACTOR**		0
RAISE DATE	6/21/2021		**% OF RAISE**		0.00%

ESCALATION PER YEAR

6/22/2020 - 6/21/2021				
12				
12				

= 100.00%

= 1.0000

The total escalation for this project would be: **0.00%**

PAYROLL RATES

FIRM NAME Alfred Benesch & Comp **DATE** 06/10/20
PRIME/SUPPLEMENT Prime
PSB NO. Fox Creek Road

ESCALATION FACTOR 0.00%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Sr. Project Manager	$ 70.00	$70.00
Project Manager II	$ 63.84	$63.84
Project Manager I	$ 51.90	$51.90
Sr. Project Engineer	$ 52.38	$52.38
Project Engineer II	$ 44.50	$44.50
Project Engineer I	$ 39.90	$39.90
Designer II	$ 37.05	$37.05
Designer I	$ 34.55	$34.55
Sr. Technologist	$ 43.60	$43.60
Technologist II	$ 38.10	$38.10
Intern	$ 22.33	$22.33
Project Assistant I	$ 22.80	$22.80

Subconsultants

FIRM NAME Alfred Benesch & Company **DATE** 06/10/20
PRIME/SUPPLEMENT Prime
PSB NO. Fox Creek Road

NAME	Direct Labor Total	Contribution to Prime Consultant
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
Total	0.00	0.00

COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES

FIRM	Alfred Benesch & Company			**DATE**	06/10/20
PSB	Fox Creek Road	**OVERHEAD RATE**	1.6177		
PRIME/SUPPLEMENT	Prime	**COMPLEXITY FACTOR**	0		

(E) Fixed Fee = 14.5%[DL+R(DL)+OH(DL)+IHDC]

ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	IN-HOUSE DIRECT COSTS (D)	FIXED FEE (E)	Outside Direct Costs (F)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
1. Topo Survey	0	0.00	0.00		0.00				0.00	0.00%
2. Prop Survey	0	0.00	0.00		0.00				0.00	0.00%
3. Traffic Counts	0	0.00	0.00		0.00				0.00	0.00%
4. Alt. Analysis	80	3,517.44	5,690.16	49.55	1,342.29				10,599.44	6.06%
5. Int.Design Studies	51	2,131.46	3,448.06		809.03				6,388.55	3.65%
6. Geo Reports	0	0.00	0.00		0.00		6,613.00		6,613.00	3.78%
7. Civil Plans	152	6,456.16	10,444.13		2,450.54				19,350.83	11.06%
8. Structural Plans	650	26,676.80	43,155.06		10,125.62				79,957.48	45.69%
9. Coordination	120	6,524.00	10,553.87		2,476.29				19,554.17	11.17%
10. Public Meetings	0	0.00	0.00		0.00				0.00	0.00%
11. Env. Docs	0	0.00	0.00		0.00				0.00	0.00%
12. ROW Docs	0	0.00	0.00		0.00				0.00	0.00%
13. QA	0	0.00	0.00		0.00				0.00	0.00%
14. Administration	80	4,989.32	8,071.22		1,846.05				14,906.59	8.52%
15. Phase III	124	5,900.84	9,545.79		2,183.31				17,629.94	10.07%
Subconsultant DL					0.00				0.00	0.00%
TOTALS	1257	56,196.02	90,908.30	49.55	21,233.13	0.00	6,613.00	0.00	**175,000.00**	100.00%

AVERAGE HOURLY PROJECT RATES

FIRM Alfred Benesch & Company
PSB Fox Creek Road
PRIME/SUPPLEMENT Prime

DATE 06/10/20

SHEET 1 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			1. Topo Survey			2. Prop Survey			3. Traffic Counts			4. Alt. Analysis			5. Int.Design Studies		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Sr. Project Manager	70.00	12	0.95%	0.67															
Project Manager II	63.84	188	14.96%	9.55										16	20.00%	12.77	4	7.84%	5.01
Project Manager I	51.90	146	11.61%	6.03															
Sr. Project Engineer	52.38	80	6.36%	3.33															
Project Engineer II	44.50	124	9.86%	4.39															
Project Engineer I	39.90	255	20.29%	8.09										32	40.00%	15.96	23	45.10%	17.99
Designer II	37.05	20	1.59%	0.59															
Designer I	34.55	80	6.36%	2.20															
Sr. Technologist	43.60	88	7.00%	3.05													8	15.69%	6.84
Technologist II	38.10	168	13.37%	5.09										32	40.00%	15.24	16	31.37%	11.95
Intern	22.33	80	6.36%	1.42															
Project Assistant I	22.80	16	1.27%	0.29															
TOTALS		1257	100%	$44.71	0	0.00%	$0.00	0	0%	$0.00	0	0%	$0.00	80	100%	$43.97	51	100%	$41.79

AVERAGE HOURLY PROJECT RATES

FIRM Alfred Benesch & Company
PSB Fox Creek Road
PRIME/SUPPLEMENT Prime

DATE 06/10/20

SHEET 2 **OF** 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	6. Geo Reports			7. Civil Plans			8. Structural Plans			9. Coordination			10. Public Meetings			11. Env. Docs		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Sr. Project Manager	70.00							2	0.31%	0.22	2	1.67%	1.17						
Project Manager II	63.84				24	15.79%	10.08				70	58.33%	37.24						
Project Manager I	51.90							100	15.38%	7.98									
Sr. Project Engineer	52.38							80	12.31%	6.45									
Project Engineer II	44.50				16	10.53%	4.68	68	10.46%	4.66									
Project Engineer I	39.90				32	21.05%	8.40	120	18.46%	7.37	48	40.00%	15.96						
Designer II	37.05																		
Designer I	34.55							80	12.31%	4.25									
Sr. Technologist	43.60				24	15.79%	6.88	40	6.15%	2.68									
Technologist II	38.10				40	26.32%	10.03	80	12.31%	4.69									
Intern	22.33							80	12.31%	2.75									
Project Assistant I	22.80				16	10.53%	2.40												
TOTALS		0	0%	$0.00	152	100%	$42.47	650	100%	$41.04	120	100%	$54.37	0	0%	$0.00	0	0%	$0.00

AVERAGE HOURLY PROJECT RATES

FIRM Alfred Benesch & Company
PSB Fox Creek Road
PRIME/SUPPLEMENT Prime

DATE 06/10/20

SHEET 3 **OF** 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	12. ROW Docs			13. QA			14. Administration			15. Phase III			#REF!			#REF!		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Sr. Project Manager	70.00							8	10.00%	7.00									
Project Manager II	63.84							58	72.50%	46.28	16	12.90%	8.24						
Project Manager I	51.90							14	17.50%	9.08	32	25.81%	13.39						
Sr. Project Engineer	52.38																		
Project Engineer II	44.50										40	32.26%	14.35						
Project Engineer I	39.90																		
Designer II	37.05										20	16.13%	5.98						
Designer I	34.55																		
Sr. Technologist	43.60										16	12.90%	5.63						
Technologist II	38.10																		
Intern	22.33																		
Project Assistant I	22.80																		
TOTALS		0	0%	$0.00	0	0%	$0.00	80	100%	$62.37	124	100%	$47.59	0	0%	$0.00	0	0%	$0.00

June 9, 2020

1701 W. Market Street
Bloomington, Illinois 61701
P 309-821-0430
F 309-821-1242

Mr. James Surber
Alfred Benesch & Company
35 West Wacker Drive, Suite 3300
Chicago, IL 60601-5927

RE: Geotechnical Engineering Services
Fox Creek Road Improvements
Danbury Drive to Beich Road
Bloomington, Illinois
RGE Proposal No. 20-059

Dear Mr. Surber:

In accordance with your March 31 and June 9, 2020 email transmittals, Ramsey Geotechnical Engineering LLC (RGE) is pleased to submit this proposal to provide Geotechnical Engineering Services for the captioned project. The purpose of this Geotechnical Study is to explore the existing subsurface soil and groundwater conditions and provide recommendations regarding design/construction of the roadway improvements including replacement of the bridge over the Union Pacific Railroad (UPRR) and for construction of the retaining wall along Danbury Drive.

Project Background:

An initial exploration was completed by RGE for the replacement of the UPRR bridge in September of 2017. The results of this exploration have been provided in our Structural Geotechnical Report (SGR) dated, September 20, 2017. Subsequent to completion of this report, the replacement bridge plans have been modified. The new structure will consist of single span bridge on integral abutments with wraparound MSE walls. These changes have resulted in pier elimination and abutment locations that were altered somewhat from the originally planned locations.

Site Work:

One of the original bridge borings was drilled to a depth of 65 feet near the currently planned location of the new east bridge abutment. The revised construction method for the new bridge will require the piles to be driven before the MSE wraparound wall is built from the ground up. In order to provide supplemental information for design of the abutment piles that now will not gain resistance through the first approximately 25’ of length of in-situ soils to be removed for the MSE select backfill, this boring will be redrilled to a depth of 90 feet. The test data on the samples to a depth of 65 feet from the original boring will be used in the analysis for the revised bridge. Therefore, sampling will be limited to the depth zone between 65 and 90 feet.

During our initial exploration, the closest boring is still somewhat removed from the currently planned west abutment location. Therefore, a new structural boring will be drilled as close as practical to the planned new abutment location on the roadway shoulder behind the northwest abutment wing wall. This will place the boring outside the UPRR right-of-way in order to eliminate the need to obtain a permit from the UPRR. This boring will also be drilled to a depth of 90 feet. In accordance with IDOT criteria, samples will be obtained by split-spoon methods in accordance with the Standard Penetration test. Samples will be obtained at 2.5 foot intervals to a depth of 30 feet and at 5 foot intervals thereafter to the termination depth.

We have assumed that the borings will be staked in the field by RGE personnel. Utility clearance for the borings to be made will also be obtained by RGE beforehand by contacting JULIE (Joint Utility Locating Information for Excavators), local municipalities and the customary agencies. Traffic control personnel and signs will also be provided by RGE.

Laboratory Testing

Samples retained from the borings will be examined by laboratory personnel to verify field descriptions and to estimate soil classifications in accordance with the Unified and/or Illinois Department of Transportation (IDOT) Soil Classification Systems. Laboratory testing will include moisture content determinations, as well as measurements of unconfined compressive strength, as appropriate.

Report of Data Obtained:

An updated/revised Structural Geotechnical Report (SGR) will be prepared for the bridge over the UPRR bridge.

Fee Estimate:

Our fee estimate to provide the referenced Geotechnical Engineering Services is included with this proposal. Should the study reveal unexpected subsurface conditions requiring a change in scope, you will be contacted before we proceed with further work. Our invoice will be based on the unit rates included on the attached Fee Estimate.

We look forward to being of service to you on this project.

Respectfully Submitted,
RAMSEY GEOTECHNICAL ENGINEERING LLC

Douglas P. Ramsey, P.E.

FEE ESTIMATE

ITEM		UNITS	QTY	RATE	COST
STAKING AND UTILITY CLEARANCE					
1.1	Layout Soil Borings, Obtain Ground Surface Elevations and Arrange for Clearance of Underground Utilities	Lump Sum	1	750.00	$ 750.00
FIELD EXPLORATION					
2.1	Mobilization of Drill Mounted on Truck	Each	1	250.00	$ 250.00
	ADVANCE BORE HOLES BY HOLLOWSTEM AUGER METHODS AND OBTAIN SPLIT SPOON SOIL SAMPLES				
2.2	0 - 25 Foot Depth	Foot	50.0	26.30	$1,315.00
2.3	25 - 50 Foot Depth	Foot	50.0	30.60	$1,530.00
2.4	50 - 75 Foot Depth	Foot	50.0	35.40	$1,770.00
2.5	75 - 100 Foot Depth	Foot	30.0	40.95	$1,228.50
	TRAFFIC CONTROL				
2.6	Traffic Control Flaggers & Signs for Bridge Borings	Day	2	2,250.00	$4,500.00
LABORATORY TESTING					
3.1	Examine Samples and Describe by a Textural System and Classify by the AASHTO Classification System	Each	29	3.50	$ 101.50
3.2	Water Content Determination for Organic and Cohesive Samples (includes pocket penetrometer measurements of unconfined compressive strength for all inorganic clay samples)	Each	29	6.00	$ 174.00
ENGINEERING SERVICES					
4.1	Prepare Bridge SGR Report	Lump Sum	1	1,750.00	$1,750.00
				ESTIMATED TOTAL:	$13,369.00
				AMOUNT REMAINING IN ORIGINAL CONTRACT:	$6,756.00
				ESTIMATED SUPPLEMENT AMOUNT:	$6,613.00

CONSENT AGENDA ITEM NO. 8.K

FOR COUNCIL: June 24, 2020

SPONSOR: Community Development Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on a Resolution Approving Acceptance of a Grant from the Illinois Housing Development Authority's Single-Family Rehab Program in the amount of $444,000, as requested by the Community Development Department.

RECOMMENDED MOTION:
The proposed Resolution be approved.

STRATEGIC PLAN LINK:
-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:
-Objective 4b. Upgraded quality of older housing stock

BACKGROUND: On May 11, 2020, Council approved Resolution 2020-13 accepting the Illinois Housing Development Authority's (IHDA) Single Family Rehabilitation grant in the amount of $444,000 and authorized the Mayor and City Clerk to execute any necessary documents. IHDA is requesting a new Resolution utilizing specific language stating that the Sponsor (City) shall enter into a Funding Agreement with the Illinois Housing Development Authority. If approved, the new Resolution will be submitted to IHDA along with the signed Funding Agreement.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: H-1 Ensure the availability of safe, attractive and high quality housing stock to meet the needs of all current and future residents of Bloomington. H-2 Ensure reinvestment in the established older neighborhoods and compact development of the City.

Respectfully submitted for Council consideration.

Prepared by: Jennifer Toney, Grants Coordinator

Reviewed by:

Robert G. Mahrt, Community Development Director 6/11/2020

Chris Tomerlin, Budget Manager 6/14/2020

Jeffrey R. Jurgens, Corporation Counsel 6/15/2020

Tara Henry, Legislative Assistant 6/18/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- CD 1B IHDA Single Family Funding Agreement Resolution
- CD 1C Res. No. 2020 - 13
- CD 1D Funding Agreement_51680-City of Bloomington

RESOLUTION 2020 - _____

A RESOLUTION APPROVING ACCEPTANCE OF A GRANT FROM THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY'S SINGLE-FAMILY REHAB PROGRAM IN THE AMOUNT OF $444,000

WHEREAS, the City of Bloomington (the "Sponsor") has been awarded a grant (the "Grant") from the Illinois Housing Development Authority (the "Authority") program administrator of the Single Family Rehab Program (the "Program"), as that Program is authorized by Section 7.31 of the Illinois Housing Development Act, 20 ILCS 3805/1 et seq. and the rules promulgated under the Act codified at 47 Ill. Adm. Code 381, as may be amended from time to time.

THEREFORE BE IT RESOLVED, that the Sponsor shall enter into the Funding Agreement with the Authority wherein the Authority agrees to make the Grant to the Sponsor, which shall be used by the Sponsor to assist with repairs to rehabilitation homes within the Recipient's area, all in accordance with the terms and conditions set forth in the Agreement.

FURTHER RESOLVED, that the Mayor of the Sponsor and the City of the Sponsor are hereby authorized and empowered to execute and deliver in the name of or on behalf of the Sponsor the Agreement and any and all amendments, modifications and supplements thereto, and to execute and deliver such additional documents, instruments and certificates, as may be necessary or desirable for the Sponsor to perform its obligations under the Agreement.

FURTHER RESOLVED, that the Mayor and the City Clerk be and hereby are authorized and directed to take such additional actions, to make further determinations, to pay such costs and to execute and deliver such additional instruments (including any amendments, Agreements or supplements) as he or she deems necessary or appropriate to carry into effect the foregoing resolutions.

FURTHER RESOLVE, that the Sponsor hereby ratifies, authorizes and confirms and approves all documents and instruments executed in connection with the Grant and the Agreement, including those acts taken prior to the date hereof.

PASSED this 24th day of June 2020.

APPROVED this _____ day of June 2020.

CITY OF BLOOMINGTON

_____
Tari Renner, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

DocuSign Envelope ID: A29CBB36-95FF-408E-82C0-F0722249B46B

RESOLUTION NO. 2020 – 13

A RESOLUTION APPROVING ACCEPTANCE OF THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY'S SINGLE FAMILY REHABILITATION GRANT

WHEREAS, in 2017, the City of Bloomington received $236,250 in Round 1 Single Family Rehabilitation ("SFR") funding from the Illinois Housing Development Authority ("IHDA"); and

WHEREAS, through the 2017 grant, the City completed six rehabilitation projects for income-qualified residents; and

WHEREAS, in 2019, the City of Bloomington received $378,000 in SFR funding from IHDA; and

WHEREAS, through the 2019 grant, the City will complete at least eight rehabilitation projects for income-qualified residents; and

WHEREAS, the City applied for and was awarded SFR Round 3 funding in the amount of $444,000, which will allow the City to offer at least nine low-to-moderate income homeowners the opportunity to complete home rehabilitation; and

WHEREAS, the City Council finds it in the best interest of the City to accept the IHDA SFR Grant in the amount of $444,000.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, ILLINOIS THAT THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY'S SINGLE FAMILY REHABILITATION GRANT IS HEREBY ACCEPTED AND THAT THE MAYOR AND CITY CLERK ARE AUTHORIZED TO EXECUTE ANY NECESSARY DOCUMENTS, INCLUDING THE CONDITIONAL COMMITMENT LETTER TO EFFECTUATE ACCEPTANCE OF THE GRANT.

PASSED this 11th day of May 2020.

APPROVED this 12th day of May 2020.

CITY OF BLOOMINGTON

Tari Renner

Tari Renner, Mayor

ATTEST

Leslie Yocum

Leslie Smith Yocum, City Clerk

STF-51680

FUNDING AGREEMENT

This **FUNDING AGREEMENT** (this "Agreement"), is made and entered into as of the ___ day of _____, 2020, by and between **CITY OF BLOOMINGTON**, an Illinois unit of local government (the "Sponsor"), and the **ILLINOIS HOUSING DEVELOPMENT AUTHORITY** (the "Authority" or "IHDA"), a body politic and corporate of the State of Illinois (the "State") established pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 *et seq*., as amended from time to time (the "Act").

R E C I T A L S:

A. IHDA is the program administrator of the Illinois Affordable Housing Program (the "Program") authorized by the Illinois Affordable Housing Act, 310 ILCS 65/1 *et seq*., as amended from time to time (the "Trust Fund Act"), and the rules promulgated under the Trust Fund Act (the "Trust Fund Rules"), as amended and supplemented; all capitalized terms used in this Agreement and not otherwise defined shall have the meanings established in the Trust Fund Act or, if not so established, in the Trust Fund Rules.

B. IHDA has issued, and the Sponsor has accepted, a conditional commitment letter dated April 30, 2020 (the "Commitment"), pursuant to which IHDA has agreed to make funds available to the Sponsor in the sum of **Four Hundred Forty-Four Thousand and No/100 Dollars ($444,000.00)** (the "Funds") to make forgivable mortgage loans (individually, a "Loan", and collectively, the "Loans") to certain Low Income Households (as defined in **Paragraph 9** hereof) and Very Low Income Households (as defined in **Paragraph 9** hereof) (the "Households") in connection with making repairs (the "Rehabilitation) to their homes by (a) replacing costly maintenance items for the purpose of removing health and safety hazards (the "Health and Safety Rehabilitation"); or (b) if no such health and safety hazards are present, repairing or replacing the roof to mitigate damage and deterioration so that the home is, or remains eligible for insurance coverage under an HO-3 Homeowners Casualty Policy, or equivalent (the "Roof Rehabilitation") for approximately ten (10) single family homes (the "Homes"), located in McLean County, Illinois, to be identified at a later date (the "Project"). The provision of the Funds shall be subject to the contingencies, terms and conditions set forth below.

C. As an inducement to IHDA to make the Funds available, the Sponsor has agreed to enter into this Agreement and consents to be regulated and restricted by IHDA as provided in this Agreement and in the Trust Fund Act, the Trust Fund Rules, the Act, and the rules, regulations, policies and procedures of IHDA promulgated under the Act, as amended and supplemented (the "Act Rules"). In addition, Sponsor acknowledges that it has received, reviewed and understands that certain Trust Fund Single Family Rehabilitation with Roof-Only Option Program Manual (as amended and supplemented from time to time, the "Program Manual"). The Sponsor has agreed that, in addition to the provisions of this Agreement, it shall at all times comply with the requirements of the Program Manual. The Program Manual is incorporated into this Agreement by this reference.

NOW, THEREFORE, in consideration of the recitals set forth above and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. **Incorporation**. The foregoing recitals are made a part of this Agreement.

2. **Act and Regulations**. The Sponsor agrees that at all times its acts regarding the Project shall conform with the Trust Fund Act, the Trust Fund Rules, the applicable provisions of the Act and the Act Rules, and the Program Manual.

3. **Additional Covenants**. The Sponsor agrees that:

a. The Sponsor shall use the Funds to make Loans to Households identified and approved by the Sponsor to participate in the Project; each such Household, as provided in the Commitment, shall be a Household whose income does not exceed the income limits for a Low Income Household or Very Low Income Household as of the date of the making of a Loan to such Household. The proceeds of the Loans shall be used only for Health and Safety Rehabilitation or Roof Rehabilitation. Funds may not be used for institutional properties, but must be for independently-owned residences. In conjunction with the execution of this Agreement, the Sponsor shall execute and deliver to IHDA the sworn certification attached to this Agreement as **Exhibit A**.

b. The Sponsor shall complete the Electronic Income Calculator in the form attached to this Agreement as **Exhibit B** (as may be updated by IHDA from time to time, the "Income Calculator") from each Household applying to participate in the Project prior to the making of a Loan to such Household. In the manner prescribed by IHDA, the Sponsor shall obtain written evidence substantiating the information given on each Income Calculator and shall retain such evidence in its files for five (5) years after the year to which such evidence pertains.

c. If applicable, on or prior to the Effective Date (as defined in **Paragraph 11** hereof), Sponsor shall enter into a delegation agreement ("Delegation Agreement"), in form and substance satisfactory to IHDA in its sole discretion with an administrator ("Administrator"). The Delegation Agreement shall set forth certain administrative responsibilities for the Program to be delegated to the Administrator. Notwithstanding such Delegation Agreement, Sponsor agrees and acknowledges that Sponsor is solely responsible to IHDA for the administration of the Funds and the Program, as well as compliance with the terms of this Agreement.

d. Prior to the making of a Loan, Sponsor shall enter into a homeowner agreement (the "Owner Agreement") with the Household in the form attached hereto as **Exhibit C**.

e. Each Loan for Health and Safety Rehabilitation shall (i) not exceed Forty-Five Thousand and No/100 Dollars ($45,000.00), (ii) bear no interest, and (iii) have a term of five (5) years (as applicable, the "Term"). Each Loan to Households for Roof Rehabilitation shall (a) not exceed Sixteen Thousand Five Hundred and No/100 Dollars ($16,500.00), (b) bear no interest, and (c) have a term of three (3) years (as applicable, the "Term").

Each Loan shall be forgiven at the rate of one-sixtieth ($1/60^{th}$) or one thirty-sixth ($1/36^{th}$), as applicable, of the amount of each Loan at the end of each month throughout the applicable Term; provided, however, that if (x) the Home is sold or otherwise transferred other than by inheritance to a co-owner of the Home or by operation of law upon the death of a joint tenant owner or to a spouse as a result of a divorce of co-owners, or (y) the Home is no longer the principal residence of the Household, or (z) a refinancing of the Home resulting in the Household being allowed to receive a cash payment, the Household shall repay to the Authority the amount of the Loan reduced by one-sixtieth ($1/60^{th}$) or one thirty-sixth ($1/36^{th}$), as applicable, of that amount out of net proceeds for each full month the Household occupied the property.

To the extent Loan funds are available, Households may transfer such available funds from Roof Rehabilitation to Health and Safety Rehabilitation if health and safety issues are discovered in the Home; however, these two rehabilitation options may not be combined and the total funding may not exceed Forty-Five Thousand and No/100 Dollars ($45,000.00) per Home.

Each Loan shall be evidenced by a promissory note (individually, a "Note"), and shall be secured by a mortgage (individually, a "Mortgage") on the Home. The Sponsor shall use the form of Note and Mortgage attached to this Agreement as **Exhibits D** and **E**, respectively.

f. The Sponsor shall act as construction manager with respect to the Rehabilitation of each Home, which role shall include the initial property assessment and inspection and rehabilitation work write-ups, procurement of applicable permits, and preparation and review of bids, construction inspections, draw inspections and final inspections.

g. The Sponsor shall require that, for each Home, the Household and any contractor obtain and comply with all federal, State and local governmental approvals required by law.

h. Each Home shall comply with the Lead Poisoning Prevention Act, 410 ILCS 45, and any regulations promulgated thereunder, and the Lead-Based Paint

Prevention Act, 42 USC 4821, *et seq.*, and its implementing regulations promulgated at 24 CFR Part 35, each as respectively amended from time to time, and other applicable federal, State and local laws regulating lead-based paint and lead-based paint hazards.

4. **Additional Duties**. In addition to the other duties of the Sponsor set forth in this Agreement, the Sponsor shall comply with the following:

a. Record Retention Requirements. Sponsor shall maintain, for a period of not less than five (5) years after the Termination Date (as defined in **Paragraph 11** hereof), adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all funds disbursed in conjunction with this Agreement. Sponsor shall make available this Agreement and all books, records and supporting documents related to this Agreement for review and audit by IHDA, the Auditor General, or the Attorney General or their designated agents or representatives. Sponsor shall cooperate fully with any audit conducted by IHDA, the Auditor General or the Attorney General and shall permit IHDA, the Auditor General or the Attorney General full access to all relevant materials. Sponsor further agrees that the failure of Sponsor to maintain the books, records, and supporting documents required by this Paragraph shall establish a presumption in favor of the State and IHDA for the recovery of any funds paid by the State or IHDA under this Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement.

b. Reports to IHDA. Until the time by which all of the Funds provided under this Agreement have been disbursed and the Project has been completed, the Sponsor shall provide IHDA with the following reports:

i. *Annual Audited Financial Statements*.

a) The Sponsor shall provide IHDA with Audited Financial Statements (the "Financial Statements") on an annual basis within nine (9) months of the end of the prior fiscal year, unless otherwise agreed in writing by the Authority.

b) The Financial Statements must be prepared and certified by a Certified Public Accountant.

c) The Financial Statements shall provide a specific reference to the Funds provided to the Sponsor under this Agreement as well as all disbursements to the contractors engaged by Households that occurred during such fiscal year.

ii. *Quarterly Reports*.

a) The Sponsor shall provide IHDA with reports regarding the progress of the Project (the "Quarterly Report") on a quarterly basis by the 15th day of the month following the end of such quarter.

b) The Sponsor shall use the Quarterly Report form as provided in the Program Manual.

c. Selection of Households. In the selection of Households to participate in the Project, the Sponsor shall comply with the Participant Selection Plan delivered to IHDA pursuant to the Commitment and approved by IHDA.

d. Sponsor Insurance. Sponsor shall obtain a fidelity bond coverage or honesty insurance in an amount that is at least equal to the lesser of (i) the Funds, or (ii) Three Hundred Thousand and No/100 Dollars ($300,000.00), with the Authority named as an Additional Insured.

5. Disbursement of Funds. IHDA shall disburse Funds for a Loan after the date of closing for the Loan (the "Rehabilitation Closing Date") and upon the following conditions being met:

a. Income Calculator. The Sponsor has delivered an Income Calculator, fully executed by the Household, and any other documentation as IHDA may require to support the income determination for the Household;

b. Document Delivery. Sponsor has delivered a fully executed Note and Mortgage, and all other documents and showings requested by IHDA or its counsel.

c. Request for Disbursement. As a condition precedent to IHDA's obligation to disburse proceeds of the Loan, IHDA shall be furnished with the original or copies of each of the following documents and instruments in form and substance satisfactory to IHDA (sometimes collectively referred to as a "Request for Disbursement"). All documents and instruments comprising a Request for Disbursement shall be submitted to IHDA at least ten (10) business days prior to the date of any proposed disbursement of the proceeds of the Loan. The following documents comprising the Request for Disbursement shall be duly completed, and signed and sworn to by the party or parties executing them:

i. Sponsor's disbursement request summary, including all back-up documentation;

ii. A request for payment by the general contractor, in form and substance acceptable to IHDA, for each Home executed by such general contractor and, if applicable, an architect's certificate for payment executed by the architect for each Home;

iii. Copies of building permits for any aspect of the Home issued since the date of the most recent disbursement and not previously furnished to IHDA, if applicable; and

iv. All other documents, information and other items as may be reasonably required by IHDA.

Within fifteen (15) business days from receipt of all of the foregoing documents, in complete and final form, the Authority shall approve or reject the Request for Disbursement. If approved, the Authority shall notify the Sponsor and cause the disbursement of the appropriate amount of funds to the Sponsor within twenty (20) business days from the date of its approval. If the Request for Disbursement is rejected, the Authority shall give its reasons for such rejection in writing.

Within five (5) business days from receipt of the proceeds of the Loan in connection with Rehabilitation of a Home, the Sponsor shall pay all contractors for all work performed on such Home; provided, however, that all such contractors have provided the Sponsor with partial or final lien waivers, as applicable, for such work.

Notwithstanding the foregoing, if the Sponsor is unable or unwilling to pay the contractors by the date identified in the preceding paragraph, the Sponsor shall immediately remit any unpaid funds to IHDA. The Sponsor agrees that any monies received from IHDA and awaiting disbursement to contractors shall be deposited and held in a non-interest bearing, FDIC-insured bank account.

d. Provision of Documents to IHDA. Sponsor shall, within ten (10) days of the Rehabilitation Closing Date, deliver to IHDA: (i) the original executed Note; and (ii) a copy of the executed Mortgage submitted for recording prior to commencement of Rehabilitation. Sponsor shall cause the original, recorded Mortgage to be returned to IHDA, either directly from the Office of the Recorder of Deeds for the County in which the Home is located, or through the Sponsor.

e. Bank Account. IHDA shall transfer the funds directly to a bank account (the "Bank Account"), established at a bank or other financial institution ("Bank") selected by the Sponsor and acceptable to the Authority. The Sponsor shall provide evidence of the Bank Account to the Authority on a form acceptable to the Authority and shall include ACH instructions. The Sponsor shall be responsible for the management of the Bank Account, and

shall cause the Bank to provide the Authority with copies of statements upon Authority request. The Sponsor is strongly encouraged to maintain the Bank Account as a separate account designated solely for the Program and the Authority reserves the right to require the Sponsor to do so. Any fees and costs charged or incurred by Bank in connection with the Bank Account shall be paid by the Sponsor.

6. **Monitoring of Project by IHDA**. IHDA shall have the right at any time during the Term of the Loan and for five (5) years thereafter, upon reasonable notice to the Sponsor, to inspect the books and records of the Sponsor relating to the Project and any Home in the Project.

7. **Violation of Agreement**. Upon learning of a violation of any of the provisions of this Agreement by the Sponsor, IHDA may give notice of such violation to the Sponsor, as provided in **Paragraph 17** hereof. If such violation is not corrected to the satisfaction of IHDA within thirty (30) days after the receipt of such notice, or within such further time as IHDA in its sole discretion permits, IHDA may declare a default under this Agreement, effective upon notice to the Sponsor, and upon such default IHDA may:

a. Terminate this Agreement, cease disbursing the Funds and recover any unexpended Funds;

b. Recover any Funds expended in violation of the provisions of this Agreement; and

c. Exercise such other rights or remedies as may be available to IHDA under this Agreement, at law or in equity.

No waiver by IHDA of any breach of this Agreement shall be deemed to be a waiver of any other existing or subsequent breach of this Agreement. No delay in exercising, failure to exercise, or incomplete exercise by IHDA of any right under this Agreement shall operate as a waiver of such right or any other right. IHDA's remedies are cumulative and the exercise of one remedy shall not be deemed an election of remedies, nor foreclose the exercise of IHDA's other remedies.

8. **Limitations on Use of the Project.** All of the Homes shall be occupied by Low Income Households or Very Low Income Households.

9. **Definitions**. As used in this Agreement, the following terms shall have the following meanings:

a. "Household" means a single person, family or unrelated persons living together who enter into an agreement with the Sponsor for the rehabilitation of a Home under the Project.

b. "Low Income Household" means a Household whose annualized adjusted income is less than or equal to eighty percent (80%) of the area median

income, adjusted for family size, as such annualized adjusted income and median income for the area are determined from time to time by the United States Department of Housing and Urban Development for purposes of Section 8 of the United States Housing Act of 1937 and as reflected on the Income Calculator (the "Median AMI").

c. "Very Low Income Household" means a Household whose annualized adjusted income is less than or equal to fifty percent (50%) of the Median AMI.

10. Certifications.

a. Sponsor shall not, in the selection of Households for participation in the Project, in the provision of services in connection with the Project, or in any other manner, discriminate against any person on the grounds of race, color, creed, religion, sex, age, disability, national origin, familial or marital status, unfavorable military discharge or because the prospective Household is receiving governmental rental assistance.

b. Sponsor shall comply with all of the provisions of Paragraph 13 of the Act, Section 10(a) of the Trust Fund Act and all other provisions of federal, State and local law relative to non-discrimination.

c. The Sponsor agrees not to commit unlawful discrimination in employment in Illinois as that term is used in the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq*.) and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination. The Sponsor agrees to comply with the applicable provisions of the Fair Housing Act (42 USC 3601 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), the Illinois Environmental Barriers Act (410 ILCS 25), the Illinois Accessibility Code (71 Ill. Adm. Code 400), and all other applicable State and federal laws concerning discrimination and fair housing. The Sponsor further agrees to take affirmative action to ensure that no unlawful discrimination is committed.

d. The Sponsor agrees and acknowledges that it is in compliance with and will remain in compliance with all federal and State laws, rules, and regulations required as a regular course of their business and pursuant to Act, the Act Rules, the Trust Fund Act, the Rules, and the Program, including, without limitation, compliance with applicable environmental and health and safety laws, rules and regulations. The Sponsor agrees and acknowledges that it is its responsibility to determine which laws, rules and regulations apply.

e. Sponsor certifies that it is not barred from receiving funds under any federal program or any program of the State. In addition, Sponsor certifies that it is not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Sponsor and

its affiliates acknowledge the Authority may declare this Agreement void if this certification is false or if Sponsor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt.

f. Sponsor certifies that it is has not been convicted of bribery or attempting to bribe an officer or employee of the State in that officer's or employee's official capacity; nor has it made an admission of guilt of such conduct which is a matter of record but has not been prosecuted for such conduct. In addition, if Sponsor has been convicted of a felony, as least five (5) years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business.

g. Privacy Act Certification.

(i) Sponsor certifies, to the best of its knowledge and belief, that the undersigned has adopted and implemented and will enforce an Information Security Policy ("Privacy Policy") that: (a) complies with the Gramm-Leach-Bliley Act (the "GLB Act"); (b) complies with the Federal Trade Commission's established policies and procedures for safeguarding information for applicants' and individual participants ("Participants") of the Project (the "Safeguard Rule"); (c) includes appropriate measures to dispose of applicants' and Participants' information in compliance with the foregoing (the "Disposal Rule"); and (d) complies with the Personal Information Act (the "PIP Act") (the GLB Act, the Safeguard Rule, the Disposal Rule and the PIP Act shall be collectively referred to herein as the "Privacy Legislation").

(ii) Sponsor additionally certifies, to the best of its knowledge and belief, that the undersigned's Privacy Policy: (a) creates a form of privacy notice that is in compliance with the Privacy Legislation ("Privacy Notice); (b) requires that the Privacy Notice be delivered to all individuals prior to a relationship being established with and prior to the applicant disclosing any nonpublic personal information to the Sponsor regardless of whether or not a loan is extended to this individual; (c) directs that the Privacy Notice be sent by mail to the last known address or delivered in person to all of the existing Participants under the Project and yearly thereafter for the duration of the relationship with the Participants; (d) provides that if the Sponsor changes its Privacy Policy that the Sponsor will need to provide a new, revised Privacy Notice reflecting the changes to the Privacy Policy to the Participants; and (e) complies with all of the requirements set forth in that certain Notice Regarding Privacy Act delivered to the Sponsor by the Authority.

(iii) Sponsor acknowledges that the certifications set forth in this **Paragraph 10.g** are material representations of fact upon which reliance was placed when this transaction was made or entered into. Submission of the certifications and the Notice Regarding Privacy Act, attached to this Agreement as **Exhibit F**, is a prerequisite for making or entering into this transaction.

h. Sponsor agrees to comply with the Drug Free Workplace Act (30 ILCS 580/1 *et seq*.). The Sponsor's Drug Free Workplace Certificate attached to this Agreement as **Exhibit G** is made a part of this Agreement.

i. In the event that IHDA provides Funds to the Sponsor in the amount of Two Hundred Fifty Thousand and No/100 Dollars ($250,000.00) or more, Sponsor certifies that it shall comply with the Minorities, Females, and Persons with Disabilities Act (30 ILCS 575) regarding minority contracting and Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) regarding equal employment practices.

11. Effective Date and Termination. This Agreement shall become effective on the date and year first above written (the "Effective Date") and shall terminate, unless terminated sooner pursuant to **Paragraph 7** above, on **September 30, 2020** (the "Termination Date"). All Loans shall be closed before the Termination Date. Any Funds remaining unexpended on the Termination Date shall be returned to IHDA within forty-five (45) days after the Termination Date or the date upon which the obligations of Sponsor set forth herein are terminated, whether for violation of this Agreement as set forth in **Paragraph 7** above, or otherwise.

12. Amendment of Agreement. This Agreement shall not be altered or amended except by a written instrument signed by the parties to it.

13. Partial Invalidity. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of its remaining portions.

14. Binding on Successors. This Agreement shall bind, and the benefits shall inure to, the respective parties hereto, their legal representatives, successors in office or interest and assigns, provided that the Sponsor may not assign this Agreement, its right to the Funds or any of its obligations under this Agreement without the prior written approval of IHDA.

15. Gender. The use of the plural in this Agreement shall include the singular; the singular shall include the plural; and the use of any gender shall be deemed to include all genders.

16. Captions. The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of any provision of the Agreement.

17. Notices. Notices under this Agreement shall be given as provided in **Exhibit H**

attached to and made a part hereof.

18. **No Personal Liability.** No member, officer, agent or employee of IHDA, their successors and assigns, shall be liable personally concerning any matters arising out of or in relation to the undertakings or obligations set forth in this Agreement.

19. **Indemnification of IHDA**. Sponsor agrees to defend and indemnify and hold harmless IHDA from and against any and all damages, including, but not limited to, any past, present or future claims, actions, causes of action, suits, demands, liens, debts, judgments, losses, costs, liabilities and other expenses, including, but not limited to, reasonable attorneys' fees, costs, disbursements, and other expenses, that the Authority may incur or suffer by reason of or in connection with the Project, except those caused solely by the gross negligence or willful misconduct of IHDA. Sponsor further agrees that IHDA, if it so chooses, shall have the right to select its own counsel with respect to any such claims and the indemnification contained in this **Paragraph 19** shall cover the costs, expenses and fees of any such counsel. The obligations of the Sponsor under this **Paragraph 19** shall survive the making of the Grants and Loans.

20. **Counterparts**. This Agreement may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Agreement must be produced or exhibited, be the Agreement, but all such counterparts shall constitute one and the same instrument. As used herein, the term "counterparts" shall include full copies of this Agreement signed and delivered by facsimile transmission, as well as photocopies of such facsimile transmissions. IHDA reserves, in its sole and absolute discretion, the right to require original signatures or to rely on facsimile transmissions or photocopies of facsimile transmissions and the Sponsor and any other party signing this Agreement, hereby waives any rights to object to the validity of their signature based upon IHDA's determination as aforesaid.

21. **Required HUD Provision.** The restrictions contained in this Agreement shall automatically terminate if title to the mortgaged property is transferred by foreclosure or deed-in-lieu of foreclosure, or if the mortgage is assigned to the Secretary of the United States Department of Housing and Urban Development.

REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers.

IHDA:

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By: _____
Kristin Faust, Executive Director

Approved as to form:

By:_____
Maureen G. Ohle, General Counsel

By:_____
Edward Gin, Chief Financial Officer

SPONSOR:

CITY OF BLOOMINGTON,
an Illinois unit of local government

By:_____
Name: Tari Renner
Its: Mayor
FEIN/TAX ID# 37-6001563

Exhibits:
A. Illinois Affordable Housing Trust Fund Sponsor Certification
B. Illinois Affordable Housing Trust Fund Income Calculator
C. Form Owner Agreement
D. Form Note
E. Form Mortgage
F. Notice Regarding Privacy Act
G. Drug Free Workplace Certificate
H. Notices

EXHIBIT A

ILLINOIS AFFORDABLE HOUSING TRUST FUND
SPONSOR CERTIFICATION

As of the date set forth below, I, the *Mayor* of CITY OF BLOOMINGTON, an Illinois unit of local government("Sponsor"), hereby certify under oath and under penalty of perjury, that: (1) all information provided or set forth in the Funding Agreement dated _____, 2020 (the "Agreement"), or upon which the Illinois Housing Development Authority has relied in determining to provide a grant of funds (the "Grant") to Sponsor pursuant to the Illinois Affordable Housing Act, 310 ILCS 65/1 *et seq*., and the rules promulgated thereunder, both as amended and supplemented from time to time, is true and correct to the best of the Sponsor's knowledge, information and belief; (2) that the Grant provided under Agreement shall be used only for the purposes described in the Agreement; and (3) that the award of the Grant in accordance with the terms and provisions of the Agreement is expressly conditioned upon Sponsor providing this certification.

SPONSOR: Date: _____

CITY OF BLOOMINGTON,
an Illinois unit of local government

By: _____
Name: Tari Renner
Its: Mayor

STATE OF ILLINOIS)
) SS
COUNTY OF McLean)

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that Tari Renner, personally known to me to be the Mayor of CITY OF BLOOMINGTON, an Illinois unit of local government, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument in his/her capacity as Mayor of CITY OF BLOOMINGTON, an Illinois unit of local government, as his/her free and voluntary act and deed and as the free and voluntary act and deed of said unit of local government, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2020.

_____
Notary Public

EXHIBIT B

ILLINOIS AFFORDABLE HOUSING TRUST FUND
INCOME CALCULATOR

Trust Fund Programs

Income Calculator

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

INSTRUCTIONS

Navigate through this form's tabs, completing all yellow answer boxes as applicable. Complete one tab *(HH Member #)* per income- or assistance-earning household member 18 years and older. Report all types of income and assistance earned. If you need to report income or assistance for more than 8 household members, contact IHDA's Community Affairs Department. After reporting income, complete the **Adjusted Income** tab, and review the household's income eligibility on the **Eligibility + Signatures** tab. After obtaining all necessary signatures, return this completed form and all accompanying documents to the corresponding Trust Fund Program at the Illinois Housing Development Authority.

If you have questions, please contact your Program Officer.

INCOME LIMIT INFORMATION

County:	
AMI% Limit:	
Number of household members:	0

AMI Requirements by Program

Habitat for Humanity	Below 80% AMI
Home Accessibility Program	Below 80% AMI
Single Family Rehab	Below 80% AMI

HOUSEHOLD INFORMATION

Total number of household members:

Borrower	Co-Borrower	Name:	Child Under 18	Full-Time Student 18 or Older	62 Years of Age or Older	Disabled
☐	☐		(Select)	(Select)	(Select)	(Select)
☐	☐		(Select)	(Select)	(Select)	(Select)
☐	☐		(Select)	(Select)	(Select)	(Select)
☐	☐		(Select)	(Select)	(Select)	(Select)
☐	☐		(Select)	(Select)	(Select)	(Select)
☐	☐		(Select)	(Select)	(Select)	(Select)
☐	☐		(Select)	(Select)	(Select)	(Select)
☐	☐		(Select)	(Select)	(Select)	(Select)

EXHIBIT C

FORM OWNER AGREEMENT

(SEE ATTACHED)

EXHIBIT D

FORM NOTE

(SEE EXHIBIT A TO OWNER AGREEMENT)

EXHIBIT E

FORM MORTGAGE

(SEE EXHIBIT B TO OWNER AGREEMENT)

EXHIBIT F

NOTICE REGARDING PRIVACY ACT

_____ __, 2020

City of Bloomington
109 E. Olive Street
Bloomington, Illinois 61701
Attn: The Honorable Tari Renner

Re: Trust Fund Program (STF-51680)

Dear Mayor Renner:

As you know, your organization is the sponsor (the "Sponsor") pursuant to a Conditional Commitment Letter (the "Commitment") and a Funding Agreement (the "Funding Agreement") with the Illinois Housing Development Authority (the "Authority") whereby the Authority will, subject to the terms of the Commitment and the Funding Agreement, make funds available to you as the Sponsor pursuant to the Trust Fund Program (the "Program") for the State of Illinois, in order for the Sponsor to make loans (the "Financing") to certain homeowners (the "Borrowers").

This letter ("Letter") is being sent in connection with **Paragraph C.9** of the Commitment and **Paragraph 10.g** of the Funding Agreement and constitutes notice from the Authority that the Sponsor is the responsible financial institution as defined under Gramm-Leach-Bliley Act (the "GLB Act") under the Financing. The term "financial institutions" under the GLB Act is broadly defined and includes organizations that offer financial products, services or economic advisory services to individuals. The Federal Trade Commission has established rules that require financial institutions to give their applicants (the "Applicants") and the Borrowers a privacy notice (the "Privacy Notice") that explains the financial institution's information collection and sharing practices. The Sponsor should not be sharing or disclosing nonpublic personal information about the Applicants and the Borrowers with non-affiliated parties except as is necessary to process and service the Borrower's loan, as is necessary to effect, administer or enforce the Borrower's loan, with the Applicant's or Borrower's consent, or as permitted or provided by applicable laws.

PROCEDURES TO BE IMPLEMENTED IMMEDIATELY

The Authority hereby requires the Sponsor to implement and maintain the following effectively immediately for all the Financing administered by the Sponsor on behalf of the Authority:

A. Implement a Privacy Policy which is described in more detail below.

B. Provide the Privacy Notice, an example of which is attached hereto and incorporated herein as **Exhibit A,** to all individuals who provide nonpublic information to the Sponsor, which would include all of the Applicants, regardless of whether or not a loan or grant is extended to this individual. The Privacy Notice should be delivered to the Applicants prior to a relationship being established between the Applicants and the Sponsor and prior to the Applicants disclosing any nonpublic personal information to the Sponsor.

C. Send by mail to the last known address or deliver in person to all of the existing Borrowers under the Program and yearly thereafter for the duration of the relationship with the Borrowers.

D. If the Sponsor changes its Privacy Policy, then the Sponsor will need to provide a new, revised Privacy Notice reflecting the changes to the Privacy Policy to the Sponsor's existing Borrowers.

E. Prominently, clearly and conspicuously display the Privacy Notice in the Sponsor's office so it is visible to all Applicants and Borrowers. The Sponsor may want to increase the size of the font and make the Privacy Notice a poster size to make sure it is noticeable and that it can easily be viewed by all Applicants and Borrowers. *Please note that the display of the Privacy Notice does not eliminate the need for the Sponsor to also comply with paragraphs A, B, C and D above*.

INFORMATION ABOUT THE PRIVACY POLICY TO BE INSTITUTED BY THE SPONSOR

The Federal Trade Commission has also established policies and procedures for safeguarding the Applicants' and Borrowers' information (the "Safeguard Rule") as required by the GLB Act and also requires that financial institutions take appropriate measures to dispose of Borrower information (the "Disposal Rule"). The Personal Information Act (the "PIP Act") requires any entity that handles, collects, disseminates, or otherwise deals with nonpublic Applicant or Borrower information (collectively, "Borrower Information") provide notice of any breach of the security of Borrower information to that person. The Sponsor is subject to the requirements of the PIP Act because the Applicants and Borrowers provide the Sponsor with personally identifiable information and other information the Sponsor otherwise obtains about a Borrower in connection with providing a financial product or service to the Borrower. The GLB Act also requires financial institutions to establish and adopt an Information Security Policy

("Privacy Policy") to assure compliance with the GLB Act, the Safeguard Rule, the Disposal Rule and the PIP Act. This Policy is designed to**:**

- **Ensure the security and confidentiality of the Applicant and the Borrower Information.**

- **Protect against any anticipated threats or hazards to the security or integrity of such information.**

- **Protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to Borrowers.**

- **Provide notice to Borrowers in the event a breach in the security protecting the information occurs.**

- **Properly dispose of any of the Borrowers' information.**

The Sponsor is required to immediately adopt and institute a formal Privacy Policy. Attached as **Exhibit B** is a guideline that may assist the Sponsor in adopting its Privacy Policy. The attached form of Privacy Policy is only an example for the Sponsor and must be modified to conform with the Sponsor's specific internal procedures in compliance with the GLB Act, the Safeguard Rule, the Disposal Rule and the PIP Act and as recommended by the Sponsor's counsel.

DISCLAIMER

The Authority makes no representation or assurance to the Sponsor that the attached form of Privacy Notice and Privacy Policy conform with the requirements of the GLB Act, the Safeguard Rule, the Disposal Rule and the PIP Act, and if followed by the Sponsor is done so at the sole risk of Sponsor. Sponsor should consult its own legal counsel concerning the form of the Privacy Notice and the Privacy Policy it should adopt (the "Disclaimer").

Remainder of Page Intentionally Blank; Signatures on Next Page

Please execute this Letter below to acknowledge the Sponsor's agreement to implement the foregoing procedures and the Sponsor's acknowledgement of the Disclaimer provided above.

Sincerely,

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By: _____
Name:_____
Its: _____

The Sponsor by its signature below on this ____ day of _____, 2020, agrees to abide by and adopt the foregoing procedures and implement them immediately for the Program and acknowledges the Disclaimer provided above.

CITY OF BLOOMINGTON,
an Illinois unit of local government

By:_____
Name: Tari Renner
Its: Mayor

EXHIBIT A TO NOTICE REGARDING PRIVACY ACT

PRIVACY NOTICE

CITY OF BLOOMINGTON ("Sponsor") would like to advise you of its privacy policies. Sponsor has collected non-public personal information from your application and consumer reporting agencies. This non-public personal information includes your address and other contact information, demographic background, loan status, family income, social security number, employment information, collection and repayment history, and credit history.

We disclose non-public personal information to third parties: only as necessary to process and service your loan; only as necessary to effect, administer or enforce your loan; with your consent; or as permitted or provided by applicable laws, including the Illinois Freedom of Information Act ("FOIA") and the Privacy Act of 1974. Applicable laws permit disclosure to third parties for certain purposes. Examples of such disclosures include (i) disclosure in connection with enforcement purposes or litigation, audits or other investigations; (ii) to comply with proper requests under FOIA or other federal, state, or other local laws and regulations; and (iii) to federal and state agencies to the extent specifically permitted or required by law. We do not sell or otherwise make available any information about you to any third parties for marketing purposes.

We protect the security and confidentiality of non-public personal information by limiting and monitoring all physical access to sites where non-public personal information is kept. A complete copy of our written privacy policy is available upon request.

If we decide to change our privacy policy, we will provide you with a revised privacy policy containing such changes.

If you have any questions, please get in touch with Jennifer Toney, Grants Coordinator, Phone Number: 309-434-2342.

SPONSOR:

CITY OF BLOOMINGTON,

By: _____
Printed Name: Tari Renner
Title: Mayor

EXHIBIT B TO NOTICE REGARDING PRIVACY ACT

EXAMPLE OF A PRIVACY POLICY

The Federal Trade Commission has established policies and procedures for safeguarding Borrower information (the "Safeguard Rule") as required by the GLB Act and also requires that financial institutions take appropriate measures to dispose of Borrower information (the "Disposal Rule"). The Personal Information Act (the "PIP Act") requires any entity that handles, collects, disseminates, or otherwise deals with nonpublic Borrower information (collectively, "Borrower Information") provide notice of any breach of the security of Borrower Information to that person. The Sponsor is subject to the requirements of the PIP Act because the Borrowers provide you with personally identifiable information and other information the Sponsor otherwise obtains about a Borrower in connection with providing a financial product or service to the Borrower.

The Sponsor hereby establishes and adopts the following Information Security Policy ("Privacy Policy") to assure compliance with the GLB Act, the Safeguard Rule, the Disposal Rule and the PIP Act. This Policy is designed to**:**

- **Ensure the security and confidentiality of the Borrower Information.**
- **Protect against any anticipated threats or hazards to the security or integrity of such information.**
- **Protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to Borrowers.**
- **Provide notice to Borrowers in the event a breach in the security protecting the information occurs.**
- **Properly dispose of any of the Borrowers' information.**

A. DEFINITIONS

"*Borrower Information*" is defined as any record containing nonpublic, personally identifiable information, whether in paper or electronic, that the Sponsor obtains from an applicant, a Borrower, an employee or other third party, in the process of offering a financial product or service from the Sponsor; or such information about a Borrower provided to the Sponsor by another financial institution; or such information that the Sponsor otherwise obtains about a Borrower in connection with providing a financial product or service to the Borrower.

"*Non-Record Material*" shall mean (i) material not filed as evidence of administrative activity or for the informational content thereof; (ii) extra copies of documents preserved only for convenience of reference; (iii) stocks of printed or reproduced documents kept for supply purposes, where file copies have been retained for record purposes; (iv) books, periodicals, newspapers, posters, and other library and museum materials made or acquired and preserved solely for

reference or exhibition purposes; and (v) private materials neither made nor received by the Sponsor pursuant to state law or in connection with the transaction of the Sponsor's business. Duplicate files, copies, library materials, and stocks of obsolete blank forms or pamphlets originally intended for distribution are not considered to be official records or record copies.

"*Records*" mean all books, papers, maps, photographs, or other official documentary materials, regardless of physical form or characteristics, made, produced, executed, or received by the Sponsor in connection with the transaction of public business and must be preserved as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the Sponsor.

"*Record Retention Policy*" means the Sponsor's record retention policy that provides guidance in establishing and maintaining an efficient records management program.

"*Service Providers*" mean all third parties who, in the ordinary course of the Sponsor's business, are provided access to Borrower Information.

C. THE INFORMATION SECURITY POLICY

The five elements of this Policy require the Sponsor to: (i) designate one or more employees to coordinate this Policy, (ii) identify reasonably foreseeable internal and external risks to the security, confidentiality and integrity of Borrower information, (iii) ensure that safeguards are employed to control the identified risks and that the effectiveness of these safeguards is regularly tested and monitored, (iv) select Service Providers that are capable of maintaining appropriate safeguards and require them, by contract, to implement and maintain such safeguards and (v) evaluate and adjust this Policy based on the results of the testing and monitoring, any material changes to operations, or any other circumstances that have or may have a material impact on this Policy.

1. Safeguard Program Coordinator

The Sponsor hereby designates the Grants Coordinator as the person who will be responsible for implementing and maintaining this Policy by the Sponsor (the "Safeguard Program Coordinator"). The responsibilities of the Safeguard Program Coordinator include, but are not limited to, the following:

(i) The Safeguard Program Coordinator must identify the individuals at the Sponsor's office who have access to Borrower Information and the Safeguard Program Coordinator must maintain a current listing of these individuals.

(ii) The Safeguard Program Coordinator must identify potential and actual risks to the security and privacy of Borrower Information, evaluate the effectiveness of current safeguards for controlling these risks, design and implement additional required safeguards and regularly monitor and test the application of this Policy.

(iii) The Safeguard Program Coordinator ensure that (i) adequate training and education programs are developed and provided to all employees with access to Borrower Information and that (ii) existing policies and procedures that provide for the security of Borrower Information are reviewed and adequate.

(iv) The Safeguard Program Coordinator must identify Service Providers with access to Borrower Information, ensure that these Service Providers are included within the scope of this Policy and maintain a current listing of these Service Providers.

2. Risk Identification and Assessment

Under the guidance of the Safeguard Program Coordinator, each employee or member of the Sponsor with access to Borrower Information must take steps to identify and assess internal and external risks to the security, confidentially and integrity of the Borrower Information. At a minimum, such risk assessment must consider: (i) employee training and management, (ii) information systems, including network and software design, (iii) information processing, storage, transmission and disposal and (iv) detecting, preventing and responding to attacks, instructions or other systems failures. The Safeguard Program Coordinator must ensure that risk assessments are conducted at least annually and more frequently when needed.

Employee training and management include:

(i) checking references prior to hiring employees who will have access to Borrower Information;

(ii) asking every new employee to sign an agreement to follow the Sponsor's confidentially and security standards for handling Borrower Information;

(iii) training employees to take basic steps to maintain the security, confidentiality and integrity of Borrower Information, such as: (a) locking rooms and file cabinets where paper records are kept; (b) using password-activated screensavers; (c) using computer passwords with at least six characters long including numbers; (d) changing computer passwords periodically and not posting passwords near employees' computers; (e) referring calls or other requests for Borrower Information to the Safeguard Program Coordinator; and (f) recognizing any fraudulent attempt to obtain Borrower Information and reporting it to the Safeguard Program Coordinator;

(iv) reminding all employees of this Policy and the legal requirements;

(v) limiting access to Borrower Information to employees who have a business reasons for seeing it; and

(vi) imposing disciplinary measures for any breaches.

3. Borrower Information Safeguards and Monitoring

The Safeguard Program Coordinator must verify employees with access to Borrower Information design and implement reasonable safeguards to control identified risks to the security, confidentiality and integrity of Borrower Information and that the effectiveness of these safeguards is monitored regularly. Such safeguards and monitoring must include the following:

a. Employee Management and Training

Safeguards for information security include training of those individuals with authorized access to Borrower Information. The Safeguard Program Coordinator must work develop appropriate training and education programs for all affected current and new employees.

b. Records Safeguards

Safeguards for Records and Non-Record Material containing Borrower Information must include:

(i) creating and implementing access limitation to Records containing Borrower Information;

(ii) storing Records containing Borrower Information in a secure area with limited access;

(iii) protecting Records containing Borrower Information from physical hazards such as fire or water damage;

(iv) disposing of properly outdated records containing Borrower Information pursuant to the Secured Destruction of Borrower Information section of this Policy;

(v) disposing of Non-Record Materials containing Borrower Information when they cease to be useful pursuant to the Secured Destruction of Borrower Information section of this Policy; and

(vi) other reasonable measures to secure Records and Non-Record Materials containing Borrower Information during the course of its life cycle while in the Sponsor's possession or control.

c. Information Systems Safeguards

"Information Systems" include network and software design, as well as data processing storage, transmission and disposal. The Sponsor must implement and maintain safeguards to control the risks to Information Systems, as identified

through the risk assessment process. Safeguards for the Information Systems must include:

(i) creating and implementing access limitation to Information Systems that stores Borrower Information;

(ii) using secure, password-protected systems within and outside the Sponsor for access to the Information Systems that stores Borrower Information;

(iii) regularly obtaining and installing patches to correct software vulnerabilities;

(iv) permanently removing Borrower Information from computers, diskettes, magnetic tapes, hard drives or other electronic media prior to disposal;

(v) protecting the Information Systems from physical hazards such as fire or water damage;

(vi) detecting, preventing and responding to network attacks or other Information Systems failures; and

(vii) other reasonable measures to secure the Information System that stores Borrower Information during the course of its life cycle while in the Sponsor's possession or control.

4. SERVICE PROVIDERS

The Safeguard Program Coordinator must identify Service Providers with access to Borrower Information. The Safeguard Program Coordinator must ensure that reasonable steps are taken to select and retain Service Providers that are capable of maintaining appropriate safeguards for Borrower Information and must require Service Providers, by contract, to implement and maintain such safeguards.

5. MONITORING AND TESTING SAFEGUARDS

The Safeguard Program Coordinator must develop and implement procedures to test and monitor the effectiveness of information security safeguards. Monitoring levels must be appropriate to the probability and potential impact of the risks identified, as well as the sensitivity of the information involved. Monitoring may include sampling, systems checks, systems access reports and any other reasonable measure.

D. NOTICE OF A BREACH TO ILLINOIS BORROWERS

Following discovery or notification of a beach of the Sponsor's security of the Borrower Information, the Safeguard Program Coordinator shall notify Illinois residents at no charge that there has been a breach. The notice shall be made in the most expedient time possible and without unreasonable delay, consistent with any measures necessary to determine the scope of the breach

and restore the reasonable integrity, security and confidentiality of the data system. The notice may be provided in writing or electronically so long as the electronic notice is consistent with provisions regarding electronic records and signatures for notices legally required to be in writing pursuant to 15 U.S.C. § 7001.

If the Safeguard Program Coordinator notifies more than 1,000 persons of a breach of the security, the Safeguard Program Coordinator shall also notify all Borrower reporting agencies that compile and maintain files on Borrowers on nationwide basis, as defined by U.S.C. Sec. 1681a(p), of the timing, distribution and content of the notices. Such notices to the Borrower reporting agencies will not disclose the names or other personal identifying information of breach notice recipients.

The Safeguard Program Coordinator shall submit a report within five (5) business days of the discovery or notification of a breach of the security of the system data or written material to the Illinois General Assembly. Such report shall include: listing of the breaches; and outlining any corrective measures that have been taken to prevent future breaches of the security of the system data or written material. If the Safeguard Program Coordinator has submitted a report as described in this section, the Safeguard Program Coordinator shall submit an annual report listing all breaches of security of the system data or written materials and the corrective measures that have been taken to prevent future breaches.

E. SECURED DESTRUCTION OF BORROWER INFORMATION

The Sponsor shall dispose Properly Outdated Records and Non-Record Material containing Borrower Information in such a manner as to ensure the security and confidentiality of such information. Pursuant to the Disposal Rule, the Sponsor must take reasonable measures to dispose of Borrower Information to avoid the unauthorized use of, or access to, Borrower Information in connection with its disposal. Although the Disposal Rule does not mandate any one form of disposal, the Sponsor has determined that all shredding shall be done by an authorized vendor (the "Authorized Vendor"). Properly Outdated Records and Non-Record Material containing Borrower Information shall be placed in locked trash bins as located throughout the Sponsor when awaiting disposal by the Authorized Vendor. The Safeguard Program Coordinator shall arrange to have the locked trash bins picked up on a regular schedule. The Authorized Vendor shall transport the locked trash bins in a secure truck to the Authorized Vendor's off-site shredding facility. The Authorized Vendor shall shred the Properly Outdated Records and Non-Record Material containing Borrower Information by its shredding machine.

F. REVIEW AND ADJUSTMENT OF THIS POLICY

The Safeguard Program Coordinator must evaluate and adjust annually this Policy in connection with the results of the testing and monitoring described above, as well as any material changes to the Sponsor's operations, including changes in technology, the sensitivity of Borrower Information and any other circumstances that may reasonably impact this Policy. The Safeguard Program Coordinator and the Committee must review this Policy annually to assure ongoing compliance with GLB Act, the Safeguards Rule, the Disposal Rule, and PIP Act, and as well as consistency with other existing and future laws and regulations.

G. STRICT ADHERENCE TO THE INFORMATION SECURITY POLICY

Employees of the Sponsor are expected to become familiar with the Sponsor's policy regarding information security and to strictly adhere to the procedures outlined in this Policy.

CITY OF BLOOMINGTON

By: _____
Printed Name: Tari Renner
Title: Mayor

EXHIBIT G

STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATE

This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment from contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of the issuing of the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of $5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace;

(2) Specifying the actions that will be taken against employees for violations of such prohibition; and

(3) Notifying the employees that, as a condition of employment on such contract or grant, the employee will:

A. abide by the terms of the statement; and

B. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

(1) the dangers of drug abuse in the workplace;

(2) the grantee's or contractor's policy of maintaining a drug free workplace;

(3) any available drug counseling, rehabilitation, and employee assistance programs; and

(4) the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by paragraph (a) hereof to each employee engaged in the performance of the contract or grant and posting the statement in a prominent place in the workplace.

(d) Notifying the contracting or granting agency within ten (10) days after receiving notice under subparagraph (3) of paragraph (a) hereof from an employee, or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

CITY OF BLOOMINGTON
Printed Name of Organization

_____
Signature of Authorized Representative

Tari Renner, Mayor
Printed Name and Title

_____
Date

EXHIBIT H

NOTICE PROVISION

Any notice, demand, request or other communication that any party may desire or may be required to give to any other party under this document shall be given in writing, at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified United States mail, postage prepaid, return receipt requested.

If to IHDA:

Illinois Housing Development Authority
111 East Wacker Drive, Suite 1000
Chicago, Illinois 60601
Attention: Legal Department

If to Sponsor:

City of Bloomington
109 E. Olive Street
Bloomington, Illinois 61701
Attn: The Honorable Tari Renner

Such addresses may be changed by notice to the other party given in the same manner as provided in this Exhibit. Any notice, demand, request or other communication sent pursuant to subparagraph (a) shall be served and effective upon such personal service. Any notice, demand, request or other communication sent pursuant to subparagraph (b) shall be served and effective one (1) business day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subparagraph (c) shall be served and effective three (3) business days after proper deposit with the United States Postal Service.

CONSENT AGENDA ITEM NO. 8.L

FOR COUNCIL: June 24, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on an Ordinance Approving a Purchase Agreement with the Girl Scouts of Central Illinois and Terminating its Lake Lease, as requested by the Public Works Department.

RECOMMENDED MOTION:
The proposed Ordinance and Purchase Agreement be approved.

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

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

BACKGROUND: Public Works is recommending approval of an ordinance approving an agreement to purchase the improvements located at Camp Peairs, from the Girl Scouts of Central Illinois (f/k/a Centrillio Council of Girl Scouts of Bloomington and hereafter "Girl Scouts"), in the amount of $40,000. The ordinance also includes a termination of the Girl Scouts' Lake Lease with the City.

Since 1969, the Girl Scouts have leased approximately seventy acres from the City of Bloomington at Lake Bloomington for Camp Peairs. The facility was an overnight camp facility for the Girl Scouts. As a result of increased financial restraints, the Girl Scouts approached the City of Bloomington in 2019 to discuss the possibility of dissolving their current lease. Public Works staff met with representatives of the Girl Scouts and agreed to explore the possibility of dissolving the lease as well as the possibility of purchasing the property improvements owned by the Girl Scouts. With the purchase of the improvements, the City will terminate the lease and waive clause #16 of the lease which states that "Lessee may cancel and terminate this agreement at any time upon two-year notice".

Public Works had the improvements appraised and inspected and found the improvements to be valuable to the City of Bloomington. The $40,000 offer was submitted to the Girl Scouts, which was accepted by their Board of Directors on June 2, 2020. The purchase of the improvements will have the following benefits:

- The City will assume control of approximately 70 acres of City owned land.
- Lake Bloomington consists of 18.5 miles of shoreline. Of that 18.5 miles of shoreline, leased lots for homes comprise approximately 2 miles of shoreline with the Girl Scout

Camp comprising of approximately 1.6 miles of shoreline. The remaining 15 miles of shoreline is comprised of other camps and wooded areas.

- The shoreline against Camp Peairs is scheduled to be stabilized during Summer 2020. The area will provide much needed staging and construction access for this project. Shoreline stabilization is a proven method to help reduce erosion and sediment loading which contributes to the release of phosphorus into the reservoir.
- Much of the area will be returned to a natural vegetative environment.
- The City of Bloomington can use the purchased improvements for temporary storage for the Lake Parks Section equipment until a building can be constructed at the Water Treatment Plant campus. The previous Lake Parks building was destroyed by a fire on March 10, 2019.
- The facilities could be used for recreation in the future. The City of Bloomington Public Works and Parks, Recreation, and Cultural Arts (PRCA) Department staff visited Camp Peairs to discuss the potential of PRCA utilizing the camp after the Lake Parks building is constructed. PRCA expressed a strong interest in pursuing this future opportunity and will study the feasibility of hosting activities and events at Lake Bloomington in the future.

A licensed inspector, Rob Williamson, evaluated the septic system on March 24, 2020, and found the system to be in good repair, with the exception of the following:

- The septic tank needs to be pumped.
- The sand filter vent needs to be extended to one (1) foot above ground level.
- The chlorinator tube was in the chamber instead of the chlorinator and is broken.
- The sand filter discharges to the surface and not to a 50-foot rock trench.

Staff obtained a quote from Williamson Excavating to repair the septic system. The quote for the repair is $2,320. Repairs will commence once the City of Bloomington assumes control of the property and improvements.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this expenditure is necessary, because, as outlined above, City will receive multiple benefits from completing this purchase that far outweigh the costs.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Centrillio Council of Girl Scouts; Parks, Recreation, and Cultural Arts Department.

FINANCIAL IMPACT: If approved, a budget transfer would be processed to move $40,000 from Lake Maintenance-Architectural & Engineering for Capital (50100140-70051-60000 to Lake Maintenance-Buildings (50100140-72520) where the purchase of buildings/structures would be made.

Public Works budgeted $150,000 for construction observation for the new Lake Parks Maintenance building, which will not be needed for FY 2021. Stakeholders can locate this in

the FY 2021 Proposed Budget Book titled “Other Funds & Capital Improvement” on pages 88, 169, 211, 245 and 246.

COMMUNITY DEVELOPMENT IMPACT: Goal CF-1. Continue to provide quality public facilities and services, Objective CF-1.2. Ensure the community facilities provide the greatest cost-benefit ratio to the population served. 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. Goal NE-1. Protect and conserve the community’s vital natural resources, Objective NE-1.1. Identify and protect sensitive environmental areas and promote conservation of habitats and native species.

Respectfully submitted for Council consideration.

Prepared by: Joe Darter, Property Manager

Reviewed by:

Kevin Kothe, City Engineer 6/9/2020

Carla Murillo, Procurement Manager 6/16/2020

Chris Tomerlin, Budget Manager 6/16/2020

Jeffrey R. Jurgens, Corporation Counsel 6/16/2020

Tara Henry, Legislative Assistant 6/16/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- PW 13B Girl Scout Purchase Agreement
- PW 13C Current Lease_Camp Peairs Improvements Agreement 06222020
- PW 13D Appraisal Report_Camp Peairs Improvements Agreement 06222020
- PW 13E Septic Information_Camp Peairs Improvements Agreement 06222020
- PW 13F Map_Camp Peairs Improvements Agreement 06222020

- PW 13G Girl Scouts Ordinance

PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is entered into as of this _____ day of ____, 2020 by the Girl Scouts of Central Illinois, Inc., an Illinois not-for-profit corporation and a chartered council of the Girl Scouts of the USA (hereinafter "Seller") and the City of Bloomington (hereinafter "Buyer"). The Seller and Buyer are sometimes collectively referred to as the "Parties" within this Agreement.

The Parties agree as follows:

1. Sale of Property. Seller agrees to sell, and Buyer agrees to purchase the personal property located at Camp Peairs, described as follows:

> Lodge, Dining Hall, eight (8) Cabins, Boathouse, Machine Shed, Three (3) Picnic Shelters, Two (2) outhouses, water services lines and a septic system, electric lines and propane systems, as well as any and all other items of personal property left at the facilities including, but not limited to appliances, tables and chairs.

2. Purchase Price & Bill of Sale. Buyer will pay Seller for the Property, as the full and complete purchase price, the sum of $40,000 (the "Purchase Price"). The Purchase Price shall be paid on or before July 1, 2020 and upon delivery of a Bill of Sale in the form attached as Exhibit A.

3. Delivery. Buyer will be entitled to take possession of the Property on July 1, 2020. It is Seller's responsibility to ensure that the Property is delivered in the same condition as when last inspected by Buyer. Buyer agrees to allow Seller to host a closing ceremony, with no rental fees due from Seller for use of the above-described personal property, for Seller's members at a mutually agreed upon date to be scheduled no later than August 30, 2020.

4. Seller's Representations. Seller represents and warrants that it has good and marketable title to the Property and full authority to sell the Property. Seller also represents that the Property is sold free and clear of all liens, indebtedness, and/or liabilities. Seller makes no other representations or warranties concerning the Property, which is being sold "as is".

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

6. Disputes. Any disputes arising from this Agreement may be resolved in the Circuit Court of McLean County.

7. Miscellaneous. This Agreement shall be binding upon the Parties and their respective heirs, successors and assigns. The provisions of this Agreement are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. The section headings are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision of this Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior oral or written agreements or understandings between the Parties concerning the subject matter of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

IN WITNESS THEREOF, the Parties have entered into this Agreement as of the date written above.

GIRL SCOUTS OF CENTRAL ILLINOIS

_____

Its:

ATTEST

_____

Its:

CITY OF BLOOMINGTON

_____

Tim Gleason, City Manager

_____

Leslie Smith-Yocum, City Clerk

EXHIBIT A

BILL OF SALE

Seller, The Girl Scouts of Central Illinois, Inc. in consideration of $40,000 (Forty Thousand dollars) receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over to the City of Bloomington, an Illinois municipal corporation, of Bloomington Illinois, the following described personal property as owned by the Girl Scouts of Central, Illinois, Inc.:

> Lodge, Dining Hall, eight (8) Cabins, Boathouse, Machine Shed, Three (3) Picnic Shelters, Two (2) outhouses, water services lines and a septic system, electric lines and propane systems, as well as any and all other items of personal property left at the facilities including, but not limited to appliances, tables and chairs.

Seller hereby represents and warrants to the City that Seller is the absolute owner of said property, that said property is free and clear of all liens, charges and encumbrances, and that Seller has full right, power and authority to sell said personal property and to make this Bill of Sale.

If this Bill of Sale is signed by more than one person, all persons so signing shall be jointly and severally bound hereby.

IN WITNESS WHEREOF, Seller has signed and sealed this Bill of Sale at _____, this __ day of June, 2020.

By: _____

_____
(Type or Print Name Here)

Its: _____

ATTEST:

By: _____

Its: _____ (SEAL)

THIS LEASE made this 27th day of October, A. D. 1969, by and between the CITY OF BLOOMINGTON, a municipal corporation, of McLean County, Illinois, party of the first part, hereinafter called the Lessor; and CENTRILLIO COUNCIL OF GIRL SCOUTS of Bloomington, Normal, Illinois, party of the second part, hereinafter called the Lessee, WITNESSETH:

The Lessor, for and in consideration of the covenants and agreements hereinafter mentioned by said Lessee to be kept and performed, has granted, demised and let, and by these presents, do grant, demise and let unto the Lessee and its successors, all the following lands and tenements, situated in McLean County, Illinois, described as follows:

Beginning at the SW corner of Lot 8, Block 5, in Camp Iroquois, thence southeasterly to the contour line of elevation 725.0 at Lake Bloomington, thence southerly along said 725.0 contour line to its intersection with the E-W centerline of Section 13, thence westerly along said E-W centerline to a point which is 415.03 feet east of the center of Section 13; thence 430.4 feet north, thence west 415.03 feet to the N-S centerline of Section 13, thence northerly along said centerline 1120 feet more or less, thence easterly 495 feet, thence northerly 360 feet, thence easterly 495 feet, thence northerly to a point which is 660 feet north of the south line of Section 12, thence easterly 330 feet, thence northerly 240 feet more or less, thence easterly 360 feet, thence northerly 600 feet more or less, thence easterly 328.91 feet, thence N 44 degrees 22' E 416.8 feet, thence N 22 degrees 58' E 907 feet, which point is the NE corner of the SE¼ of Section 12, thence easterly to the west line of Lot 5, Block 5, Camp Iroquois thence southerly along the west line of Lots 5, 6, 7, & 8 of Block 5, Camp Iroquois, to the point of beginning, with the exception of the public road which traverses through the area above described,

to have and to hold the above premises, with the appurtenances thereto, to said Lessee and its successors, until the 1st day of January, 2032.

LEASE

1. The consideration for this lease on the part of the Lessee are the covenants and premises hereinafter contained concerning the

States, the State of Illinois or any subdivision of either.

3. All improvements to be made on said land are to be located under the direction of the Lessor and all plans and specifications must first be submitted to the Lessor for approval, and no additions shall be made to said improvements without the Lessor's consent and according to directions.

4. The Lessee shall at all times hereafter keep said premises and the structures thereon in good sanitary condition and use all reasonable care to keep the same safe from danger by fire and shall without delay comply with the by-laws and sanitary regulations of the Lessor and further agrees that in default in this regard, the Lessor, by its servants and agents, may enter thereon and remove therefrom any and all nuisances that may in the opinions of the Lessor be injurious to health of the occupants of said premises and agrees to pay the Lessor all expenses and costs incurred for such removal within ten days thereafter. Said Lessee shall keep said premises free and clear of anything that may endanger by fire the buildings thereon or adjacent thereto. Said Lessee shall also keep said premises free and clear of noxious weeds and debris and in a neat and sanitary condition and to conform to all rules and regulations that may hereafter be prescribed by the Lessor or the law of the State of Illinois.

5. The Lessee agrees and is to install and use on said premises such type of sanitary water closets, sinks, garbage cans and other paraphernalia for the disposal of waste as may be approved by the Lessor, McLean County Health Department, or the State Department of Public Health of the State of Illinois, or any board set up by the State that shall have in charge sanitation and public health in

by the Lessor that connections should be made therewith, that he will connect all water closets, cesspools, sinks and drains to said sewer.

6. Lessee further agrees to pay such reasonable water rate or tax for the use of water furnished by the Lessor as shall be fixed from time to time by the Lessor and according to the rules and regulations as to the time of payment as the Lessor may fix.

7. The Lessee and those occupying under him shall at all times be subject to such rules and regulations as may from time to time be laid down by Lessor, its successors and assigns, in the occupation and use of said premises and the use of Lake Bloomington; and said Lessee shall not engage in or permit others to engage in any occupation, business or practice on said premises that shall in any way conflict with or be in violation of any law or the by-laws or regulations of the Lessor in effect at that time or thereafter adopted, or use said premises in violation of any laws of any government unit having jurisdiction over said territory. Such violation shall render this lease null and void.

8. Lessee shall use said premises for the purpose of camping and the girl scout program only, except upon special permit from the Lessor. No trees or saplings shall be felled or trimmed without the premission of the Lessor.

9. The Lessee shall not sell, assign or transfer this lease or sublet or allow other persons to occupy said premises without the written consent of the Lessor.

10. Lessee agrees at all times to make the area herein under lease available to the general public without discrimination as to race, creed, color, or national origin and upon such rules and regulations as the Lessee may prescribe.

supervision of the lands hereinabove described and assumes all responsibility for the safety of its members, invitees, or the general public and agrees to hold the City of Bloomington harmless from any claims or suits that may be filed from or on account of the use of the premises by Lessee.

13. All installations of every kind on the lands herein proposed to be leased shall be subject to the public water supply regulations of the City of Bloomington, the State of Illinois or the Federal Government as the same presently exist or as they may be amended or enacted in the future.

14. If the Lessee shall fail to pay or perform any act as herein agreed then this lease at the election of the Lessor be null and void, but in such event, the Lessee shall be permitted to remove any and all improvements placed on said leased premises, either by Lessee or their predecessors, CENTRILLIO COUNCIL OF GIRL SCOUTS, Lessee to have a period of up to six months to remove said improvements.

15. It is further agreed that in case default should be made by the Lessee in any of the conditions stipulated to be performed by him and the Lessor shall see fit to declare this lease void, such declaration shall be made and this lease forfeited by notice to the Lessee, CENTRILLIO COUNCIL OF GIRL SCOUTS, at the address indicated below, and this shall constitute a good and sufficient notice and service thereof.

16. Lessee may cancel and terminate this agreement at any time upon two year notice to Lessor.

17. This agreement shall be binding upon the successors and assigns of the respective parties hereto.

and supercedes and cancels all previous leases and agreements by and between the parties.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed by their respective corporate officers all in the day and year first above written.

CITY OF BLOOMINGTON, A Municipal Corporation

BY: Walter Dittmer
Mayor

ATTEST:

Gertrude Scott
Clerk

CENTRILLIO COUNCIL OF GIRL SCOUTS

BY: [redacted]

ATTEST:

Harold L. Bailey
Notary 7-9-73

and supercedes and cancels all previous leases and agreements by and between the parties.

APPRAISAL OF

Girl Scout Camp Peairs Buildings
24201 Camp Peairs Road
Hudson, Illinois 61748
Owner: Girl Scouts of Central Illinois

FOR

Mr. Joe Darter, Property Manager
Public Works Department, Water Division
City of Bloomington
25515 Waterside Way
Hudson, IL 61748

and

Pam Kovacevich, Chief Executive Officer
Girl Scouts of Central Illinois
3020 Baker Drive
Springfield, IL 62703

BY

Finch Appraisal, Inc.
Appraiser: Paul R. Finch, MAI, JD

DATE OF VALUATION

March 11, 2020

Paul R. Finch, MAI, JD
Finch Appraisal, Inc.
901 E. Grove St., Suite C-4, Bloomington, IL 61701

Phone: (309) 821-0303
FAX: (877) 825-6433
info@finchappraisal.com

March 22, 2020

Mr. Joe Darter, Property Manager
Public Works Department, Water Division
City of Bloomington
25515 Waterside Way
Hudson, IL 61748

Pam Kovacevich, Chief Executive Officer
Girl Scouts of Central Illinois
3020 Baker Drive
Springfield, IL 62703

Dear Mr. Darter and Ms. Kovacevich:

In accordance with your request, I have made a personal inspection and valuation of a set of buildings owned by the Girl Scouts of Central Illinois at Camp Peairs at Lake Bloomington in Hudson, Illinois. The address of the subject property is:

Girl Scout Camp Peairs Buildings
24201 Camp Peairs Road
Hudson, Illinois 61748

The valuation of includes only the value of certain improvements and not the underlying land. The value appraised is the depreciated cost of certain improvements located at the subject property. No furniture, fixtures, or equipment are included in this appraisal. This is an **Appraisal Report** which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the 2020-2021 Edition of the Uniform Standards of Professional Appraisal Practice. The scope of this appraisal is limited to estimating depreciated cost of certain improvements. Only those elements of analysis and reporting that are relevant to this valuation assignment are included in this appraisal report. The appraiser is not responsible for unauthorized use of this report.

As a result of my personal inspection of the subject property, and subject to the assumptions and limiting conditions in this report, an opinion has been formed that the depreciated cost value of the subject improvements, as of March 11, 2020, is:

Subject Building	Depreciated Cost Value
Lodge	$58,000
Dining Hall	$34,000
Machine Shed	$18,000
Cabins	$32,000
Boat House	$7,000
Picnic Shelter #3	$8,000
Total	**$157,000**

Respectfully submitted,



Paul R. Finch, MAI, JD
Illinois Certified General Real Estate Appraiser 553.002499 (Expires 9/30/2021)

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SUMMARY OF FACTS AND CONCLUSIONS

REPORT DATE: March 22, 2020

PROPERTY TYPE: Commercial

PROPERTY SUBTYPE: Special Use

PROPERTY NAME: Girl Scout Camp Peairs Buildings

OWNER NAME: Girl Scouts of Central Illinois

LOCATION: 24201 Camp Peairs Road
Hudson, Illinois 61748

DATE OF APPRAISAL: March 11, 2020

TYPE OF VALUE: Depreciated cost

ESTIMATED VALUE:

Subject Building	Depreciated Cost Value
Lodge	$58,000
Dining Hall	$34,000
Machine Shed	$18,000
Cabins	$32,000
Boat House	$7,000
Picnic Shelter #3	$8,000
Total	**$157,000**

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AERIAL PHOTO MAP



SCOPE OF THE APPRAISAL

Scope of Work is defined in the 2020-2021 USPAP (effective January 1, 2020) as "the type and extent of research and analyses in an appraisal or appraisal review assignment"[1].

According to the 2020-2021 USPAP, "for each appraisal and appraisal review assignment, an appraiser must:

1. identify the problem to be solved;
2. determine and perform the scope of work necessary to develop credible assignment results; and
3. disclose the scope of work in the report

An appraiser must gather and analyze information about those assignment elements that are necessary to properly identify the appraisal or appraisal review problem to be solved. In an appraisal assignment, for example, identification of the problem to be solved requires the appraiser to identify the following assignment elements:

- client and any other intended users;
- intended use of the appraiser's opinions and conclusions;
- type and definition of value;
- effective date of the appraiser's opinions and conclusions;
- subject of the assignment and its relevant characteristics; and
- assignment conditions"[2]

These elements are identified throughout the appraisal in various places. For example, the subject of the assignment and its relevant characteristics are identified/detailed in the title page, neighborhood map, photographs, improvements description and in many other areas of the appraisal.

In the performance of this assignment, I inspected the subject property with a representative of the Girl Scouts of Central Illinois.

The consideration of the effect of possible toxic or hazardous substances upon the subject property is beyond the scope of this appraisal, which is intended solely to provide an estimate of depreciated cost, as if unaffected by hazardous substances, for the client's purposes and is subject to revision if hazardous materials are subsequently confirmed and quantified by qualified experts in this field.

This appraisal has involved the collection, confirmation, and reporting of all available significant data. Only the most relevant data has been included in this report, with additional consideration given to office file data of a more general nature. My inspection and description of the subject property is limited to the physical improvements situated within Camp Pearis. I photographed the subject improvements. My descriptions of the subject improvements and estimates of building areas are based upon my personal inspection and field measurements. The ages of the subject improvements and details regarding maintenance and replacements are based upon information provided to me by representatives of the Girl Scouts of Central Illinois.

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[1] **U**niform **S**tandards of **P**rofessional **A**ppraisal **P**ractice; page 5 © 2020-2021 by The Appraisal Foundation.
[2] **U**niform **S**tandards of **P**rofessional **A**ppraisal **P**ractice; page 13 © 2020-2021 by The Appraisal Foundation.

The analyses, information, and assignment results contained in this appraisal report are limited to only those relevant elements that relate to estimation of depreciated cost of the improvements. Details related to the location, neighborhood, and market area are limited to factors that impact local building costs. I have not included any significant analyses or narrative descriptions related to the subject location or broader subject market.

The limited scope and elements of this appraisal assignment are based upon the purpose of the appraisal and the instructions provided by the client, the City of Bloomington. The client has requested an opinion of value of the subject improvements located within the Girl Scouts' Camp Peairs. The client has stated that the underlying land value should not be included within the scope of the valuation.

TYPE AND DEFINITION OF VALUE

There are many types of value in the real estate industry. To address the purpose of this appraisal assignment, which is restricted to valuation of the subject improvements, the type of value is identified as the depreciated cost value of the subject improvements. The Dictionary of Real Estate Appraisal defines cost as "the total dollar expenditure to develop an improvement; applies to either reproduction of an identical improvement or replacement with a functional equivalent, not exchange (price)."[3] Cost is not a measure of value of the improvement in exchange, which would be the price of the improvement.

For the purposes of this appraisal, I will estimate the replacement cost of the subject improvements because this is the basis of cost estimation that can be achieved with the level of subject information that is available to me, as well as the type of market data and the cost estimator survey data that I rely upon. The estimation of reproduction cost requires a set of detailed analyses of building components and market cost data that is beyond the scope of the property inspection, analysis, and data that are relevant to this appraisal assignment.

Replacement cost new is defined as: "The estimated cost to construct, at current prices as of a specific date, a substitute for a building or other improvements, using modern materials and current standards, design, and layout."[4]

After determining the replacement cost new, relying upon my personal inspection and national and local cost survey data, I will ultimately estimate the depreciated cost of the subject improvements, which is defined as "cost less depreciation as of the date of appraisal."[5] The final value estimate will be an expression of the depreciated replacement cost of the subject improvements.

[3] The Dictionary of Real Estate Appraisal 6th Edition, © Appraisal Institute, 2015, page 53.
[4] The Dictionary of Real Estate Appraisal 6th Edition, © Appraisal Institute, 2015, page 197
[5] The Dictionary of Real Estate Appraisal 6th Edition, © Appraisal Institute, 2015, page 63.

EFFECTIVE DATE OF THE APPRAISER'S OPINIONS & CONCLUSIONS

The effective date of my opinions and conclusions is March 11, 2020, which is the date of inspection.

CLIENT, INTENDED USERS, AND INTENDED USE

The intended use of this appraisal is to estimate the current depreciated cost value of the subject improvements for the client's interest in determining a reasonable estimate of compensation to be paid to the Girl Scouts of Central Illinois for acquisition of these improvements. The client is City of Bloomington, and this report is intended for their use and the Girl Scouts of Central Illinois, which is named as an intended user; there are no other intended users, unless noted herein.

Copies may not be distributed to any third party without the appraiser's written consent; possession of a copy does not make the possessor an intended user.

COMPETENCY

I, Paul R. Finch, MAI, JD, certify that I have gained the professional competency to appraise this property in conformance with generally acceptable appraisal methodology and techniques through my six years of commercial appraisal experience appraising this and other property types, extensive appraisal work and training under the supervision of Brian A. Finch, MAI, and successful completion of all education requirements for the MAI designation. I am licensed by the State of Illinois as a Certified General Real Estate Appraiser.

ASSIGNMENT CONDITIONS

An appraisal assignment may include Assignment Conditions. Assignment Conditions most commonly include extraordinary assumptions and/or hypothetical conditions, and could also involve supplemental standards (which are requirements issued by government agencies, government sponsored enterprises, or other entities that establish public policy) or Jurisdictional Exception.

An Extraordinary Assumption is "an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions. Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in an analysis."[6]

Examples of Extraordinary Assumptions include: exterior only inspections, partial inspections, or if the date of value is a prospective (future) date. Assumptions in these and other situations would be extraordinary because, if false, the value could be significantly impacted.

[6] *USPAP 2020-2021 Edition*, © The Appraisal Foundation, page 4.

A Hypothetical Condition is "a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. Hypothetical Conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis."[7]

A prime example of a Hypothetical Condition is proposed construction, with a current date of value; the property is appraised as though the construction is complete as of today (the effective date of value).

The Addenda contains a number of Assumptions and Limiting Conditions that should be carefully considered by the user of this appraisal; they apply to all of my appraisals, while Extraordinary Assumptions and Hypothetical Conditions specific to the subject of this appraisal, if any, will be detailed in this section.

USE, OCCUPANCY, AND OWNERSHIP HISTORY

The subject improvements are various buildings that were constructed for and have been used as part of Camp Peairs, which is operated by the Girl Scouts of Central Illinois. The buildings are situated on a large site that is subject to a long term ground lease. The underlying land is owned by the City of Bloomington. I have not reviewed the ground lease as part of this valuation assignment. Public sources indicate that the camp has been at this location since 1940. The subject buildings are not currently marketed for sale or lease.

Public records and other sources indicate that subject has not sold within the past three years.

LOCATION

Subject is located at 24201 Camp Peairs Road in Hudson, Illinois.

[7] *USPAP 2020-2021 Edition*, © The Appraisal Foundation, page 4.

VALUATION

The valuation of the depreciated cost value of the subject improvements is accomplished by first analyzing the subject improvements. As part of the analysis of the improvements, I estimate the effective age of the subject improvements in relation to the typical life expectancy of the given building type. My estimates of effective age are based upon my observations, judgment, and consideration of the actual age of the improvements. The life expectancy of each of the various buildings is based upon life expectancy data tables published by the Marshall & Swift Valuation Service, which is a reliable source for this type of information. By dividing the effective age of a building by its life expectancy, I am able to estimate the depreciation of the building. This method of depreciation is known as the age life/straight line method. The estimate of depreciation is applied as a factor to the estimated replacement cost new of the building in order to arrive at a depreciated replacement cost.

I estimate the replacement cost new for each subject building by utilizing per square foot replacement cost new data published by the Marshall & Swift Valuation Service cost estimator manual. The cost estimator manual provides national construction cost survey data for many building types, with refinements for local market conditions that affect costs in given locations.

The pages below provide a description of each relevant building and a depreciated replacement cost calculation page for each building. For two of the subject picnic shelter buildings, I have not included estimates of depreciated replacement cost because I have reasonably determined that these two buildings have exceeded their useful economic life and do not provide contributory value. It should also be noted that certain structures located at Camp Peairs have not been included in this analysis because they are not considered to be permanent structures that would be subject to this type of real estate valuation. Such impermanent structures include various small sheds that do not have foundations, pit toilet outhouses, and small open or closed shelters that cover water faucets or other utilities and fixtures. Impermanent structures such as these are typically categorized as equipment rather than real estate.

LODGE BUILDING



Lodge - front view

YEAR BUILT	1968
CONSTRUCTION	Wood frame
FOUNDATION	Poured concrete foundation
EXTERIOR WALLS	Predominantly stained smooth log pine siding (average condition); brick chimney (average condition); limited areas of plywood siding (poor condition); vinyl double hung insulating glass windows with screens (average condition and quality)
WALL HEIGHT	11'±
ROOF MATERIAL	Pitched roof with wood trusses; wood deck; asphalt shingle roofing (average condition)
INSULATION	Not observed
HVAC	Natural gas fired forced air furnace; window/through wall A/C units
CEILINGS	Kitchen: drywall ceiling at 8' finished height with surfaced mounted fluorescent lighting Lodge area: wood carsiding attached to underside of roof framing (vaulted); exposed roof trusses and HVAC ductwork; mix of light fixtures Bathroom: drywall ceiling
INTERIOR WALLS	Wood stud framed interior walls Kitchen: FRP wall paneling Bathroom: drywall Lodge area: wood carsiding
FLOORING	Kitchen: vinyl composition tile (average condition) Lodge area: Painted concrete slab Bathroom: Ceramic tile
FLOOR	Poured concrete slab
BASEMENT	None
ELECTRICAL	(2) 100 amp electric panels

SPRINKLERED	No
DIMENSIONS	See sketch within following pages
SQUARE FEET GBA	2,263±
COMMENTS	The lodge building consists of a rear kitchen area and a lodge area. The lodge is attached to the adjacent dining hall building. The kitchen includes a pantry and utility area where the furnace is located, along with a natural gas fired tank water heater. There is one large bathroom located within the rear part of the building, which has (5) sinks, (5) stalls (including ADA accessible stall), and (5) showers. The lodge area consists of a large clearspan central room with a vaulted ceiling and wood burning fireplace. The north and south ends of the lodge room have mezzanines/lofts that are accessible by narrow wooden stairways. These loft areas are used for sleeping areas and have low ceiling clearance. Each of the two lofts has an exterior doorway allowing access to exterior stairs as an emergency exit. The lofts have wooden flooring. A set of small offices is located under the south mezzanine/loft.
DEPRECIATION	There is Physical Deterioration due to normal wear and tear to the existing building. Based upon the observed condition and actual age, the building has an estimated Effective Age of approximately 25 years. This kind of building has a typical Economic Life Expectancy of approximately 35 years. Depreciation is estimated by the age-life/straight line method. Depreciation is therefore 25/35ths, or 71%.

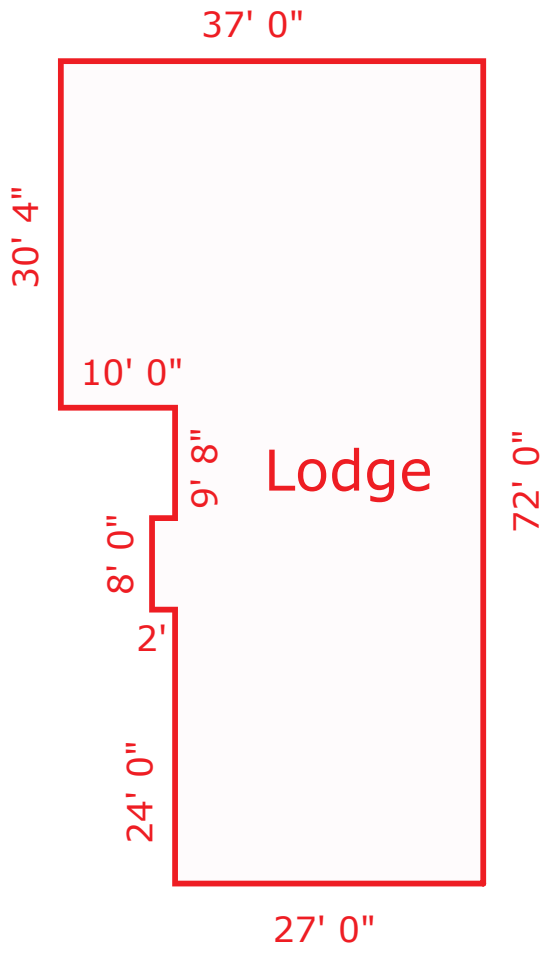
SKETCH/AREA TABLE ADDENDUM

File No **2020007**

SUBJECT

Property Address	**Lodge Building**		
City	**Hudson**	State **IL**	Zip
Borrower			
Lender/Client			
Appraiser Name	**Finch Appraisal, Inc.**		

IMPROVEMENTS SKETCH



Scale: **1" = 20'**

AREA CALCULATIONS

AREA CALCULATIONS SUMMARY

Code	Description	Net Size	Net Totals
GBA1	Lodge	2263.33	2263.33
Net BUILDING Area		(rounded)	2263

BUILDING AREA BREAKDOWN

Breakdown			Subtotals
Lodge			
27.0	x	24.0	648.00
29.0	x	8.0	232.00
9.7	x	27.0	261.00
37.0	x	30.3	1122.33
4 Items		(rounded)	2263

COST APPROACH ANALYSIS

Lodge Building

Reproduction Cost New:				
Gross Building Area	2,263	SF x	$89.61	$202,793
Subtotal - Cost New				$202,793
Less Accrued Depreciation: 25/35ths		71%		($144,852)
Depreciated Cost Value of Building Improvements:				$57,941
Depreciated Cost Value of Building Improvements (Rounded):				**$58,000**

RCN Source: Marshall Valuation Service	
Basic Cost/SF - Class D, Low Cost, Lodges (537), Section 12, Page 14	$73.00
Adjustment - HVAC(Forced Air Heat)	$2.14
Adjustment - Fireplace	$2.54
Adjusted Basic Cost	$77.68
Story Height Multiplier	1.030
Current Cost Multiplier	1.000
Local Multiplier	1.120
Reproduction Cost New/Square Foot	$89.61

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DINING HALL BUILDING



Dining Hall

YEAR BUILT	1968
CONSTRUCTION	Wood frame
FOUNDATION	Poured concrete foundation
EXTERIOR WALLS	Predominantly stained smooth log pine siding (average condition); brick chimney (average condition); storm windows with screens; storm doors
WALL HEIGHT	9'±
ROOF MATERIAL	Pitched roof with wood trusses; wood deck; asphalt shingle roofing (average condition)
INSULATION	None
HVAC	None
CEILINGS	There is no finished ceiling. The roof system is exposed. All light fixtures have new LED bulbs. There are ceiling fans, as well.
INTERIOR WALLS	There are no interior partition walls, with the exception of four small wood framed storage closets. The inside of the exterior walls are finished with plywood siding.
FLOORING	Painted concrete slab
FLOOR	Poured concrete slab
BASEMENT	None
ELECTRICAL	The dining hall is served by electric service from the attached lodge building.
SPRINKLERED	No
DIMENSIONS	See sketch within following pages
SQUARE FEET GBA	3,354±
COMMENTS	The dining hall is attached to the adjacent lodge building. The dining hall has an open room with four small storage rooms and an extensive number of large windows. There is a large wood burning fireplace. There is no plumbing or HVAC in the dining hall.

DEPRECIATION	There is Physical Deterioration due to normal wear and tear to the existing building. Based upon the observed condition and actual age, the building has an estimated Effective Age of approximately 25 years. This kind of building has a typical Economic Life Expectancy of approximately 30 years. Depreciation is estimated by the age-life/straight line method. Depreciation is therefore 25/30ths, or 83%.

SKETCH/AREA TABLE ADDENDUM

File No **2020007**

SUBJECT

Property Address **Dining Hall**

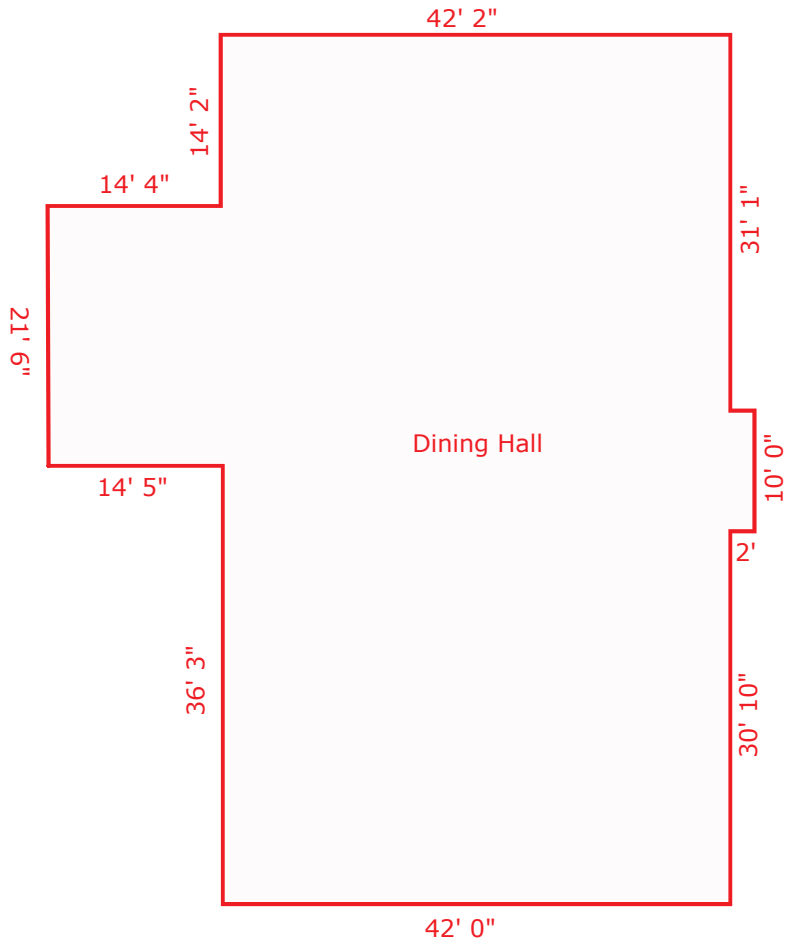
City **Hudson** State **IL** Zip

Borrower

Lender/Client

Appraiser Name **Finch Appraisal, Inc.**

IMPROVEMENTS SKETCH



Scale: **1" = 20'**

AREA CALCULATIONS

AREA CALCULATIONS SUMMARY

Code	Description	Net Size	Net Totals
GLA1	Dining Hall	3353.72	3353.72
Net LIVABLE Area		(rounded)	3354

LIVING AREA BREAKDOWN

Breakdown				Subtotals
Dining Hall				
0.5 x	0.0	x	4.6	0.04
	5.4	x	44.0	238.33
	16.9	x	56.4	954.68
	58.4	x	4.6	267.74
	30.8	x	42.0	1295.00
	14.2	x	42.2	597.36
0.5 x	0.1	x	16.9	0.55
7 Items			(rounded)	3354

COST APPROACH ANALYSIS

Dining Hall

Reproduction Cost New:				
Gross Building Area	3,354	SF x	$60.16	$201,777
Subtotal - Cost New				$201,777
Less Accrued Depreciation: 25/30ths		83%		($168,147)
Depreciated Cost Value of Building Improvements:				$33,629
Depreciated Cost Value of Building Improvements (Rounded):				**$34,000**

RCN Source: Marshall Valuation Service	
Basic Cost/SF - Class D, Low Cost, Pavilions (174), Section 16, Page 23	$52.00
Adjustment - Fireplace	$1.71
Adjusted Basic Cost	$53.71
Current Cost Multiplier	1.000
Local Multiplier	1.120
Reproduction Cost New/Square Foot	$60.16

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MACHINE SHED



Machine Shed

YEAR BUILT	1968
CONSTRUCTION	Wood frame (2” x 4” framing)
EXTERIOR WALLS	Ribbed Metal (replaced within last three years – good condition
FOUNDATION	Poured concrete foundation
WALL HEIGHT	8'10”
ROOF	Wood trusses with plywood deck; metal roofing (average condition)
INSULATION	None
HVAC	None
OVERHEAD DOORS	(1) 10’ wide by 8’ high overhead door on south exterior wall
FLOOR	Poured concrete
ELECTRICAL	100 amp electric panel
SPRINKLERED	No
DIMENSIONS	30’6” x 60’3”
SQUARE FEET GBA	1,837±
COMMENTS	The machine shed is a wood framed clearspan building that provides storage and garage space. The exterior siding is nearly new. There is no finished ceiling, interior walls, or flooring. The machine shed does not have any HVAC or plumbing systems.
DEPRECIATION	There is Physical Deterioration due to normal wear and tear to the existing building. Based upon the observed condition and actual age, the building has an estimated Effective Age of approximately 15 years. This kind of building has a typical Economic Life Expectancy of approximately 20 years. Depreciation is estimated by the age-life/straight line method. Depreciation is therefore 15/20ths, or 75%.

COST APPROACH ANALYSIS

Machine Shed

Reproduction Cost New:				
Gross Building Area	1,837	SF x	$38.30	$70,349
Subtotal - Cost New				$70,349
Less Accrued Depreciation: 15/20ths		75%		($52,762)
Depreciated Cost Value of Building Improvements:				$17,587
Depreciated Cost Value of Building Improvements (Rounded):				**$18,000**

RCN Source: Marshall Valuation Service	
Basic Cost/SF - Class D, Good, Material Storage Buildings (391), Section 17, Page 16	$35.25
Adjustment - None	$0.00
Adjusted Basic Cost	$35.25
Current Cost Multiplier	0.970
Local Multiplier	1.120
Reproduction Cost New/Square Foot	$38.30

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CABINS



Cabin

YEAR BUILT	2004 & 2006
CONSTRUCTION	Wood frame
EXTERIOR WALLS	Painted plywood siding (repainted in past two years – average condition); storm windows with screens; (2) storm doors
FOUNDATION	Poured concrete foundation
WALL HEIGHT	8'±
ROOF MATERIAL	Wood trusses; plywood deck; metal roofing (average condition)
INSULATION	There is rigid insulation applied to the underside of the roof trusses. It is in fair condition.
INTERIOR WALLS	There are no interior partition walls. The interior sides of the exterior walls are finished with OSB boards.
HVAC	None
FLOORING	None
FLOOR	Poured concrete
ELECTRICAL	Each cabin has electrical service, but they do not have separate services.
SPRINKLERED	No
DIMENSIONS	16'3" x 24' All six cabins have the same dimensions.
SQUARE FEET GBA	390± All six cabins are the same size.
COMMENTS	There are six identical cabins. Four of the cabins were built in 2004, with two of the cabins built in 2006. The cabins do not have any HVAC or plumbing systems. There is electrical service in each cabin, providing limited lighting and ceiling fans.
DEPRECIATION	There is Physical Deterioration due to normal wear and tear to the existing building.

	Based upon the observed condition and actual age, the building has an estimated Effective Age of approximately 15 years. This kind of building has a typical Economic Life Expectancy of approximately 20 years. Depreciation is estimated by the age-life/straight line method. Depreciation is therefore 15/20ths, or 75%.

COST APPROACH ANALYSIS

Cabins

Reproduction Cost New:				
Gross Building Area	390	SF x	$55.44	$21,622
Subtotal - Cost New				$21,622
Less Accrued Depreciation: 15/20ths		75%		($16,216)
Depreciated Cost Value of Building Improvements Per Cabin:				$5,405
				x 6
Depreciated Cost Value of Building Improvements For All Six Cabins:				$32,432
Depreciated Cost Value of Building Improvements (Rounded):				**$32,000**

RCN Source: Marshall Valuation Service	
Basic Cost/SF - Class D, Cheap, Guest Cottages (538), Section 12, Page 15	$49.50
Adjustment - None	$0.00
Adjusted Basic Cost	$49.50
Current Cost Multiplier	1.000
Local Multiplier	1.120
Reproduction Cost New/Square Foot	$55.44

Paul R. Finch, MAI, JD
Finch Appraisal, Inc.
901 E. Grove St., Suite C-4, Bloomington, IL 61701
Phone: (309) 821-0303
FAX: (877) 825-6433
info@finchappraisal.com

BOAT HOUSE



Boat House

YEAR BUILT	1968
CONSTRUCTION	Wood frame
FOUNDATION	Concrete block and poured concrete footings
EXTERIOR WALLS	The lower portions of the exterior walls are constructed of concrete blocks, with wood framed exterior walls above. The exterior siding is large planks of what appears to be cedar in average condition.
WALL HEIGHT	8'
ROOF MATERIAL	Pitched wood trusses with wood deck and asphalt shingles (poor condition)
INSULATION	None
HVAC	None
OVERHEAD DOORS	(1) 10’ wide by 7’ high overhead drive in door.
FLOOR	Poured concrete slab (average condition)
ELECTRICAL	The boat house has electrical service.
SPRINKLERED	No
DIMENSIONS	40’3”" x 24'3”
SQUARE FEET GBA	976
COMMENTS	The boat house does not have any HVAC or plumbing systems. The boat house is used for storage.
DEPRECIATION	There is Physical Deterioration due to normal wear and tear to the existing building. Based upon the observed condition and actual age, the building has an estimated Effective Age of approximately 20 years. This kind of building has a typical Economic Life Expectancy of approximately 25 years. Depreciation is estimated by the age-life/straight line method. Depreciation is therefore 20/25ths, or 80%.

COST APPROACH ANALYSIS

Boat House

Reproduction Cost New:				
Gross Building Area	976	SF x	$35.58	$34,726
Subtotal - Cost New				$34,726
Less Accrued Depreciation:				
20/25ths		80%		($27,781)
Depreciated Cost Value of Building Improvements:				$6,945
Depreciated Cost Value of Building Improvements (Rounded):				**$7,000**

RCN Source: Marshall Valuation Service	
Basic Cost/SF - Class D, Low Cost, Boat Storage Building (467), Section 17, Page 18	$32.75
Adjustment - None	$0.00
Adjusted Basic Cost	$32.75
Current Cost Multiplier	0.970
Local Multiplier	1.120
Reproduction Cost New/Square Foot	$35.58

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PICNIC SHELTER #1



Picnic Shelter #1

YEAR BUILT	1968
CONSTRUCTION	Wood pole
FOUNDATION	None
EXTERIOR WALLS	A small portion of the picnic shelter is enclosed for a storage area and has wood framed walls with wood siding
ROOF MATERIAL	Wood framed pitched roof with wood deck and asphalt shingle roofing (fair condition)
INSULATION	None
HVAC	None
FLOOR	None
DIMENSIONS	36’ x 25’
SQUARE FEET GBA	900±
CONDITION	Fair to poor.
COMMENTS	This picnic shelter is primarily open with no exterior walls. There is a small enclosed storage area on the north end of the building. There is electric service with limited light fixtures.
DEPRECIATION	There is Physical Deterioration due to normal wear and tear to the existing building. Based upon the observed condition and actual age, the building has an estimated Effective Age of approximately 40 years. This kind of building has a typical Economic Life Expectancy of approximately 25 years. The subject building is reasonably determined to have exceeded its useful economic life and is determined to have no remaining contributory depreciated cost value.

PICNIC SHELTER #2



Picnic Shelter #2

YEAR BUILT	1968
CONSTRUCTION	Wood pole
FOUNDATION	None
EXTERIOR WALLS	A small portion of the picnic shelter is enclosed for a storage area and has wood framed walls with wood siding
ROOF MATERIAL	Wood framed pitched roof with wood deck and asphalt shingle roofing (fair condition)
INSULATION	None
HVAC	None
FLOOR	None
DIMENSIONS	20’ x 31’
SQUARE FEET GBA	620±
CONDITION	Fair to poor.
COMMENTS	This picnic shelter is primarily open with no exterior walls. There is a small enclosed storage area on the north end of the building. There is electric service with limited light fixtures.
DEPRECIATION	There is Physical Deterioration due to normal wear and tear to the existing building. Based upon the observed condition and actual age, the building has an estimated Effective Age of approximately 40 years. This kind of building has a typical Economic Life Expectancy of approximately 25 years. The subject building is reasonably determined to have exceeded its useful economic life and is determined to have no remaining contributory depreciated cost value.

PICNIC SHELTER #3



Picnic Shelter #3

YEAR BUILT	Unknown
CONSTRUCTION	Wood pole
FOUNDATION	Poured concrete footings
EXTERIOR WALLS	A small eight-foot deep portion of the picnic shelter is enclosed for a storage area and has wood framed walls with wood siding
ROOF MATERIAL	Wood framed pitched roof with wood deck and asphalt shingle roofing (fair condition)
INSULATION	None
HVAC	None
FLOOR	Poured concrete slab
DIMENSIONS	38'4" x 24'
SQUARE FEET GBA	920±
CONDITION	Fair
COMMENTS	This picnic shelter is primarily open with no exterior walls. There is a small enclosed storage area on the north end of the building. There is electric service with limited light fixtures.
DEPRECIATION	There is Physical Deterioration due to normal wear and tear to the existing building. Based upon the observed condition and actual age, the building has an estimated Effective Age of approximately 20 years. This kind of building has a typical Economic Life Expectancy of approximately 25 years. Depreciation is estimated by the age-life/straight line method. Depreciation is therefore 20/25ths, or 80%.

COST APPROACH ANALYSIS

Picnic Shelter #3

Reproduction Cost New:				
Gross Building Area	920	SF x	$41.44	$38,125
Subtotal - Cost New				$38,125
Less Accrued Depreciation: 20/25ths		80%		($30,500)
Depreciated Cost Value of Building Improvements:				$7,625
Depreciated Cost Value of Building Improvements (Rounded):				**$8,000**

RCN Source: Marshall Valuation Service	
Basic Cost/SF - Class D Pole, Cheap, Pavilions (174), Section 16, Page 23	$37.00
Adjustment - None	$0.00
Adjusted Basic Cost	$37.00
Current Cost Multiplier	1.000
Local Multiplier	1.120
Reproduction Cost New/Square Foot	$41.44

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COMMENTS

All mechanical systems are assumed, but not warranted to be in working order.

I am not an expert in the detection or measurement of hazardous environmental substances. This appraisal assumes the property is free of any environmental contamination of any sort, whether or not that is actually the case. Such determinations and their impact on value are beyond the scope and expertise of this appraiser and are best left to other third-party experts.

RECONCILIATION AND CONCLUSION

The subject property consists of a set of buildings located at Camp Peairs at 24201 Camp Peairs Road, Hudson, Illinois.

The valuation of the depreciated cost value is based upon my analysis of the subject improvements and application of national cost survey data. The

As a result of my investigation and analysis of the subject property and considering all the pertinent factors relating thereto, it is my opinion that the Depreciated Cost Value of the subject property, as of March 11, 2020, is:

Subject Building	Depreciated Cost Value
Lodge	$58,000
Dining Hall	$34,000
Machine Shed	$18,000
Cabins	$32,000
Boat House	$7,000
Picnic Shelter #3	$8,000
Total	**$157,000**

CERTIFICATION

I certify that, to the best of my knowledge and belief:

the statements of fact contained in this appraisal report are true and correct.

the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the real estate that is the subject of this appraisal report, and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this appraisal report or to the parties involved with this assignment.

my engagement in this assignment was not contingent upon developing or reporting predetermined results.

my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

the reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the *Uniform Standards of Professional Appraisal Practice*.

the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

I have made a personal inspection of the property that is the subject of this report.

no one provided significant real property appraisal assistance to the person signing this certification.

as of the date of this report, I, Paul R. Finch has completed the continuing education program for Designated Members of the Appraisal Institute.

I have not provided any services regarding the subject property within the prior three years as an appraiser or in any other capacity.



Paul R. Finch, MAI, JD
Illinois Certified General Real Estate Appraiser 553.002499 (Expires 9/30/2021)

March 22, 2020
Date

GENERAL LIMITING CONDITIONS AND UNDERLYING ASSUMPTIONS

The appraiser will not be required to give testimony or appear in court because of having made this appraisal, with reference to the property in question, unless arrangements have been previously made therefor.

The signatory of this appraisal report is a member of the Appraisal Institute. The Bylaws and Regulations of the Institute require each member to control the use and distribution of each appraisal report signed by such member. Therefore, except as hereinafter provided, the party for whom this appraisal report was prepared may distribute copies of this appraisal report, in its entirety, to such third parties as may be selected by the party for whom this appraisal report was prepared; however, portions of this appraisal report shall not be given to third parties without the prior written consent of the signatory of this appraisal report. Further, neither all nor any part of this appraisal report shall be disseminated to the general public by the use of advertising media, public relations media, news media, sales media, or other media for public communication without the prior written consent of the signatory of this appraisal report.

The distribution of the total valuation in this report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.

The client/reader of this report is cautioned about the use and/or reliance on information contained in this report. The appraisal has relied upon many reasonable assumptions which are not warranted as being absolutes or totally factual. Certain information relied on in this appraisal is less than perfect and incomplete. Such is the environment of the real estate market which is an uncertain environment with imperfect information at best. An appraisal can be no better or more accurate or more factual than the marketplace. An appraisal cannot rely on perfect information because such perfect information does not exist in the marketplace.

An appraisal is not a survey, nor is it an engineering study, nor can I be responsible for the exact determination of unseen elements or components of the property. I make no warranties as to the structural soundness of any component of the real estate appraised.

I offer no legal opinions about the property, whether it meets all the applicable zoning, building code, and/or other requirements. Such determinations are available from others and it is the client/users responsibility to determine such matters.

An appraisal is an estimate of value as of a fixed point in time. An appraisal can make no guarantees as to the future. Economic and social environments in which real estate exist can change and sometimes change very rapidly. Many things of a political, municipal, and social nature can impact the value of real estate in both positive and negative ways. An appraisal cannot make determinations of future events which can impact value. The appraiser is forced to make some judgments about future events; however, the reader/user of this report is strictly cautioned that these are felt to be reasonable assumptions based on current knowledge; however, I can offer no guarantees.

No survey of the property has been made by the appraiser, and no responsibility is assumed in connection with such matters. Sketches in this report are included only to assist the reader in visualizing the property, and dimensions have been rounded in accordance with generally accepted appraisal practice in this area. Drawings included in this appraisal are not warranted as being exact.

The reader/user of this report is cautioned as to the limitations of the appraiser's physical inspection of the property. The appraiser can make no determination or estimation about unseen components of the property including both improvements and subterranean elements. The appraiser cannot determine the existence or presence of such things as radon gas, asbestos, hazardous chemicals, nuclear waste, toxic wastes, either on site or threatening the site from off-site leaching toward and threatening the subject property. Such matters are well beyond the scope of this appraisal. If the reader/user of this report wants a determination about such matters, then they must seek his/her own evaluation from a qualified expert. I assume, but do not warrant, that the property is not affected by any of the above-noted elements or any other possible hazards to the property. The final value estimate is subject to revision upon discovery of any unseen value impacting condition or situation.

ENVIRONMENTAL ASSUMPTIONS

Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property, the value estimated is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them.

ADA ASSUMPTIONS

The Americans with Disabilities Act (ADA) became effective January 26, 1992. I have not made a specific compliance survey and analysis of this property (nor do I possess the expertise to do so) to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. Non-compliance could have a negative impact on the value of the property. This appraisal is subject to revision, should an ADA compliance survey and analysis prepared by a third party expert determine the property to be out of compliance as well as establish the cost to bring the property into compliance. This appraisal assumes, but does not warrant, that the property is in compliance with ADA if it applies to this property.

QUALIFICATIONS OF THE APPRAISER

PAUL R. FINCH, MAI, JD
FINCH APPRAISAL, INC.
901 East Grove Street Suite C-4
Bloomington, Illinois 61701
(309) 821-0303

PROFESSIONAL DESIGNATIONS

MAI, Appraisal Institute

EDUCATION

Illinois Wesleyan University – Bloomington, Illinois
Bachelor of Arts Degree – May 2000
Major: International Development Studies; Political Science

University of Wisconsin-Madison Law School
J.D. (Juris Doctorate) - May 2009

APPRAISAL INSTITUTE Education:

Basic Appraisal Principles
Basic Appraisal Procedures
15-Hour National USPAP
Business Practices & Ethics
General Appraiser Report Writing & Case Studies
General Appraiser Site Valuation & Cost Approach
Real Estate Finance, Statistics, & Valuation Modeling
General Appraiser Income Approach Part I
General Appraiser Income Approach Part II
General Appraiser Sales Comparison Approach
General Appraiser Market Analysis & Highest and Best Use
7–Hour National USPAP Update 2020-2021
Advanced Income Capitalization
Quantitative Analysis
Advanced Market Analysis and Highest & Best Use
Advanced Concepts and Case Studies
General Demonstration Report-Capstone Program
Appraisal of Medical Office Buildings
Introduction to Green Buildings: Principles & Concepts
Forecasting Revenue

EXPERIENCE

Seven years of experience appraising multi-unit residential, retail, office, commercial, industrial, medical, subdivision, land, subdivision, mixed use, special use, and farm properties.

President - Brian A. Finch, Inc./Finch Appraisal, Inc.
2017-Present
Vice President - Brian A. Finch, Inc. 2002-2016
Appraiser – D. L. Evans Company, Inc. (Madison, WI)
2010-2011

A partial list of clients:

Caterpillar, Inc.
Commerce Bank
Morton Community Bank
Heartland Bank & Trust Company
JPMorgan Chase Bank, N.A.
Regions Bank
OSF Healthcare
UnityPoint Health-Methodist/Proctor
Illinois State University
University of Illinois
Illinois Wesleyan University
City of Bloomington, Illinois
Metropolitan Airport Authority of Peoria

STATE LICENSE

Illinois Certified General Real Estate Appraiser License No. 553.002499, expires September 30, 2021

EVALUATION REPORT FOR A MCLEAN COUNTY PRIVATE SEWAGE DISPOSAL SYSTEM

For Office Use Only
Log #: _____
Date Received: _____

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

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

1. Current Owner Information:

Name: *Girl Scout Camp*
Address: *24201 Camp Piers Rd*
Hudson, IL 61748
Phone #: Day [redacted] Home - -

2. Requestor Informtion:

Name: *City of Bloomington*
Address: *25432 Davis Lodge Rd*
Hudson, IL 61748
Phone #: Day *309-434-2431* Home [redacted]

3. Property Information:

Parcel Number (Tax ID): ( ) *08-07-300-015* Date Evaluation Performed: *03-24-20*
Address of property evaluated: *24201 Camp Piers Rd. Hudson* Sub. & Lot: _____
Permit available from Health Dept.: Yes ☒ No ☐ Permit #: *91-8002*

4. Interview Information:

Person interviewed: *Devlin Neuhaus* Original owner: Yes ☒ No ☐
Age of home (years): _____ 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: _____ Garbage disposal: Yes ☐ No ☒
Toilet tanks and other fixtures have evidence of leakage or overflow: Yes ☐ No ☒
Water softener discharges to: _____ Clothes washer discharges to: *septic*
Dishwasher discharges to: *septic* Hot tub discharges to: *n/a*
Basement plumbing fixtures: Discharge locations:
a. *n/a* a. _____
b. _____ b. _____
c. _____ c. _____
d. _____ d. _____
Basement floor drains discharge to: *n/a* Garage floor drains discharge to: *n/a*
Sump pit/pump discharges to: *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
Depth of soil to top of tank: *18* inches		
Tank has access within 12" of ground surface	☒	☐
Size: *1500* gallons Type:		
Meets current code:	☒	☐
Tank lids in good condition:	☒	☐
Inlet baffle in good condition:	☒	☐
Evidence of solids on inlet baffle:	☐	☒
Outlet baffle in good condition:	☒	☐
Evidence of solids on outlet baffle:	☐	☒
Water standing in outlet:	☐	☒
Water level below outlet:	☐	☒
Tank needs to be pumped:	☒	☐
Outlet device/filter on tank:	☐	☒
Type:		
Back flow into tank from system after pumping: Yes ☐ No ☐ N/A ☐		

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

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

Depth to top of field: inches to inches

Square feet of field: square feet

	Yes	No
Meets current code sizing requirements:	☐	☐
Seepage standing on ground surface:	☐	☐
Lush vegetation or saturated soil on or near seepage field area:	☐	☐
Evidence that water has ponded over seepage field or the soil is saturated:	☐	☐
Solids or "carry over" material present in the rock or bedding material:	☐	☐

Depth of water in trench : inches

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

	Yes	No
Are the serial distribution relief or "step-down" pipes in compliance with Section 905.60 (d) of the code?	☐	☐

D. SEEPAGE BED -- This Section N/A ☒

Depth to top of bed: inches to inches

Square feet of bed: square feet

	Yes	No
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

E. SAND FILTER -- This Section N/A ☐

Minimum soil cover depth to top of sand filter: *18* inches

Square feet of sand filter: *600* square feet

	Yes	No
Is water standing in the distribution pipes or in the rock that surrounds the pipe:	☐	☒
Meets current code sizing requirements:	☒	☐
Seepage standing on ground surface over filter:	☐	☒
Lush vegetation on or near sand filter:	☐	☒
Evidence if water has ponded over sand filter:	☐	☒
Sand filter vented as required:	☒	☐
Vent in good repair:	☐	☒
Chlorinator with screw on cap present:	☒	☐
Chlorinator tube with corrosion resistant handle present:	☐	☒
Evidence of chlorination:	☐	☒
Evidence of restricted flow in chlorinator:	☐	☒
Sample port with screw on cap present:	☒	☐

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

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

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

G. AEROBIC UNIT -- This Section N/A ☒

Manufacturer: _____ Model number: _____

Size of unit: _____ gallons

	Yes	No
Pump running at time of inspection:	☐	☐
Current maintenance contract in place:	☐	☐
Who is maintenance contract with:		
Alarm present:	☐	☐
Alarm location:		
Alarm properly working with audio and visual functions:	☐	☐

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

If other, what method of chlorination is used: _____

Chlorinator with screw on cap present:	☐	☐
Chlorinator tube with corrosion resistant handle present:	☐	☐
Evidence of chlorination:	☐	☐

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

Include all distances as described below.

NOTE: Be sure to attach drawing to this report.

The following distances must be verified to ensure all the information is correct and available in the future.		
***Well or cistern to: N/A ☐**	***Geothermal unit to: N/A ☐**	***Building to:**
Septic tank: feet	Septic tank: feet	Septic tank: feet
Seepage system: feet	Seepage system: feet	Seepage system: feet
Sand filter: feet	Sand filter: feet	Sand filter: feet
Effluent tile: feet	Effluent tile: feet	Effluent tile: feet
Effluent discharge: feet	Effluent discharge: feet	Effluent discharge: feet
Geothermal unit: feet	Aerobic unit: feet	Geothermal unit: feet
Aerobic unit: feet		Aerobic unit: feet
***Water line to:**	***Body of water to: N/A ☐**	
Septic tank: feet	Septic tank: feet	
Seepage system: feet	Seepage system: feet	
Sand fitler: feet	Sand filter: feet	
Effluent tile: Feet	Effluent tile: feet	
Effluent discharge: feet	Effluent discharge: feet	
Aerobic unit: feet	Aerobic unit: feet	

Comments:

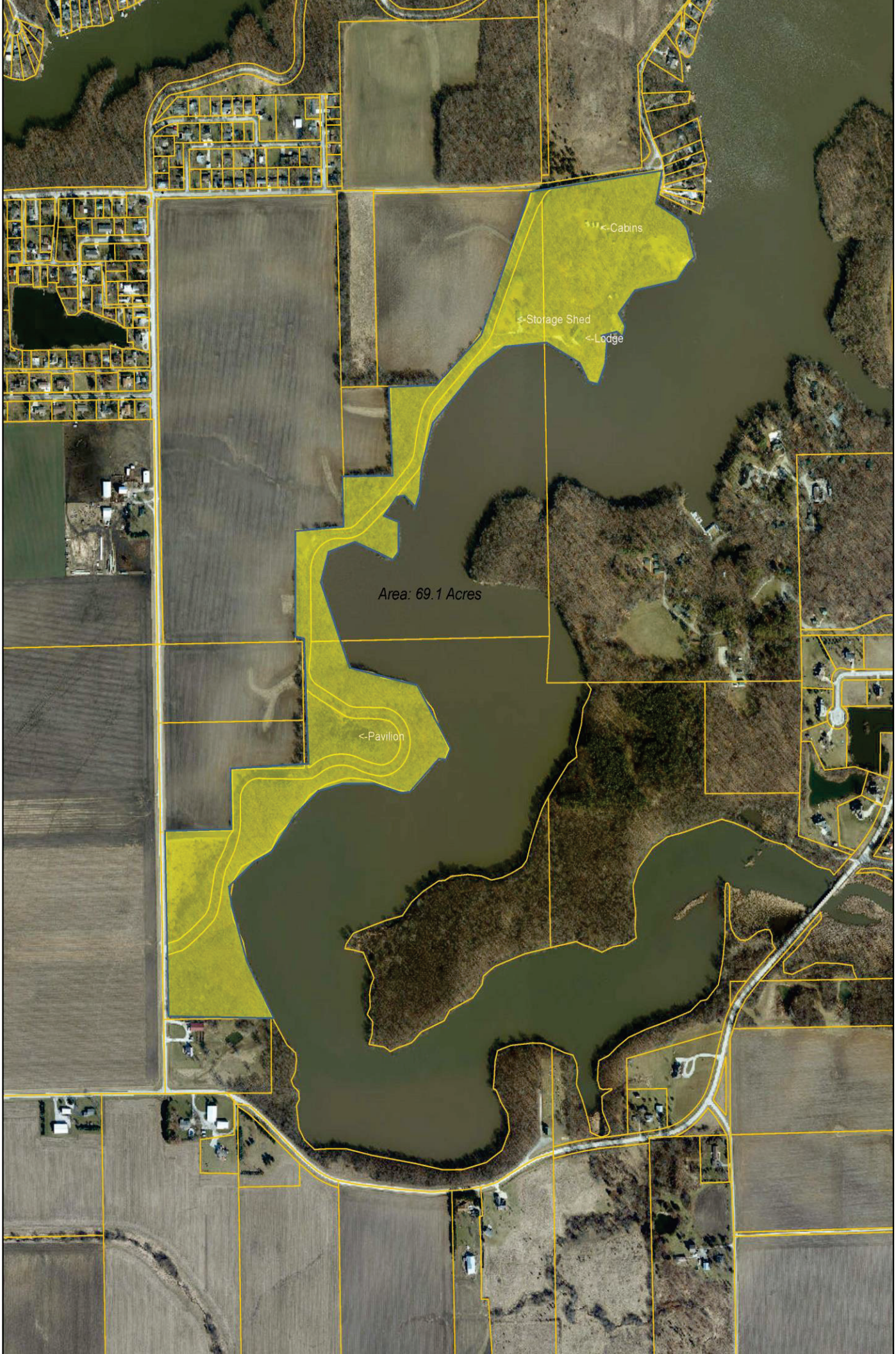
This section is to include any maintenance (pumping) repairs or problems in the history of the septic system. Write any observations and/or conclusions made by probing or excavating the seepage field or sand filter. A serial distribution system must include the condition of each level of field or trench.
The septic tank should be pumped now and regularly as needed in the future. The sand filter vent is not a foot above ground level and should be extended. The chlorinator tube was in the retention chamber instead of the chlorinator and the bottom of the tube was broken so it needs to be replaced. The sand filter discharges to the ground surface and does not have a 50 foot rock trench for it to go to. This septic system appears to be functioning. This property is vacant so the septic system could evaluate differently under normal water usage. The average life of a septic system is about 25 years. This septic system is 29 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)

R Williamson
Signature

03-25-20
Date


<-Cabins
<-Storage Shed
<-Lodge
Area: 69.1 Acres
<-Pavilion

ORDINANCE NO. 2020 - _____

AN ORDINANCE APPROVING A PURCHASE AGREEMENT WITH THE GIRL SCOUTS OF CENTRAL ILLINOIS AND TERMINATING ITS LAKE LEASE

WHEREAS, the City of Bloomington is a home-rule municipality located in the County of McLean, State of Illinois; and

WHEREAS, on October 27, 1969, the City entered into a Lake Lease with the Girl Scouts of Central Illinois (f/k/a Centrillio Council of Girl Scouts of America Bloomington-Normal and hereafter referred to as "Girl Scouts") for the lease of certain land near Lake Bloomington for the establishment of a Girl Scout camp ("Camp"); and

WHEREAS, in establishing the Camp, several buildings were constructed, and other improvements made, including a Lodge, Dining Hall, Machine Shed, eight (8) cabins, two (2) outhouses, and three (3) picnic shelters, water service lines and a septic system, electric lines and propone systems, as well as other items of personal property left at the site.

WHEREAS, the Girl Scouts have ceased operating its Camp and desires to terminate its Lake Lease with the City; and

WHEREAS, as opposed to having the improvements on the Camp demolished and the site cleared, the City is interested in re-purposing the improvements and using the buildings for storage and other City needs.

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

SECTION 1. The above stated recitals are incorporated herein by reference.

SECTION 2. The Girl Scouts' Lake Lease with the City is hereby terminated, and the Girl Scouts shall have no further obligations thereunder.

SECTION 3. The City Council approves the purchase of the improvements at the Girl Scouts' Lake Lease site, including a Lodge, Dining Hall, Machine Shed, eight (8) cabins, two (2) outhouses, and three (3) picnic shelters, water service lines and a septic system, electric lines and propone systems, as well as other items of personal property left at the site, in the amount of $40,000.00, and hereby approves a Purchase Agreement for same and authorizes the City Manager to execute said Purchase Agreement.

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

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

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

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

PASSED this 24th day of June 2020.

APPROVED this _____ day of June 2020.

CITY OF BLOOMINGTON

_____
Tari Renner, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

CONSENT AGENDA ITEM NO. 8.M

FOR COUNCIL: June 24, 2020

SPONSOR: Community Development Department

WARD IMPACTED: Ward 3

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

RECOMMENDED MOTION:
The proposed Ordinance be approved.

STRATEGIC PLAN LINK:
-Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:
-Objective 3c. Revitalization of older commercial homes

BACKGROUND: The City of Bloomington received an application submitted by CIP, LLC and Jodi Bloomington MF, LLC requesting approval of a special use permit and site plan review for a multi-family development at 3216 Gerig Drive, the subject property. The subject property is zoned B-2, Local Commercial District and is located within the 65 LDN (day-night average sound level) Airport Noise Contour. The subject property is an undeveloped lot, approximately 33,000 square feet. The property is adjacent to other multi-family uses and offices. It is located north of East Empire Street and north of the airport and Holiday Inn hotel. The legislative site plan review process is required for new construction within the City's business districts. Multifamily uses are allowed in the B-2 District with a special use permit when they are adjacent to other residential uses. The applicant desires to construct two, six-unit buildings (each approximately 4,000 square feet). Eight units will have two bedrooms and four units will have one bedroom. The buildings are two stories tall and face each other, with a drive aisle/courtyard in between the buildings. Twenty-two off-street parking spaces are provided in the rear of the lot and 3 bicycle spaces are provided.

The Planning Commission held a public hearing on the special use permit and site plan. The meeting information including the staff report, application, and site and landscaping plan are available online at https://www.cityblm.org/Home/ShowDocument?id=24568. No one, outside of the applicant, spoke in favor of the petition. One person spoke against the petition, expressing concerns about the impacts on traffic and requesting the applicant install a fence between the proposed multifamily apartments and the adjacent offices. The Planning Commission considered these concerns, but decided that additional conditions were not warranted in this case since the application complies with the City's landscaping and screening requirements, including dumpster screening, and the use would generate less traffic than other uses permitted by right in the district, such as a restaurant. The minutes from the meeting are attached to this memo. The Planning Commission voted unanimously

to provide Council with a positive recommendation. The recommendation is consistent with the staff recommendation.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this agenda item was initiated by a private entity working to redevelop an existing site. Staff is recommending action and approval, since delay could negatively impact this investment in our community.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Bloomington Planning Commission held a public hearing on the special use permit and site plan review on May 27, 2020. Notice of the hearing was published in *the Pantagraph* on May 11, 2020. Planning Staff mailed courtesy notices to 11 property owners within 500 feet of the subject property. A large metal notification sign was also placed on the property. Draft minutes of the Planning Commission meeting are attached. The Commission voted unanimously 8-0 to approve the special use permit and the site plan. The recommendation is consistent with the staff recommendation.

FINANCIAL IMPACT: The special use permit and site plan review facilitates the development of vacant property located within the corporate limits and with access to city utilities. The development could result in additional property tax revenues and building permit fees.

COMMUNITY DEVELOPMENT IMPACT: This property is a tier-1 Infill Redevelopment Priority. Goal H-1. Ensure the availability of safe, attractive and high-quality housing stock that meets the needs of all current and future residents of Bloomington, and Objective H-1.1. Ensure that the housing to accommodate the new growth is a broad range (of types, sizes, ages, densities, tenancies, and costs) equitably distributed throughout the City recognizing changing trends in age-group composition, income, and family living habits. Goal. ED-4 Enhance the image of Bloomington as a business-friendly community, and Objective ED-4.2 Prioritize infill and redevelopment to spur growth and reinvestment in the City.

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by:

Katie Simpson, City Planner 6/12/2020

Chris Tomerlin, Budget Manager 6/14/2020

George Boyle

George Boyle, Assistant Corporation Counsel 6/15/2020

Tara Henry, Legislative Assistant 6/17/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- CD 2B Ordinance 3216 Gerig Dr
- CD 2C Exhibit B_Site Plan
- CD 2D Minutes 5.26.20

ORDINANCE NO. 2020 - _____

AN ORDINANCE APPROVING AN APPLICATION SUBMITTED BY CIP, LLC AND JODI BLOOMINGTON MF, LLC REQUESTING APPROVAL OF A SITE PLAN AND SPECIAL USE PERMIT FOR A MULTIPLE-FAMILY RESIDENCE IN THE B-2 LOCAL COMMERCIAL DISTRICT FOR THE PROPERTY AT 3216 GERIG DRIVE

WHEREAS, there was heretofore filed with the Community Development Department of the City of Bloomington, McLean County, Illinois, an application requesting a legislative site plan approval and approval of a special use permit for a multiple-family residence in the B-2 Local Commercial District for the land described in Exhibit "A", attached hereto and made a part hereof by this reference; and,

WHEREAS, after proper notice, the City of Bloomington Planning Commission held a public hearing and found that the site plan, dated May 27, 2020, represented in Exhibit "B" attached hereto and made a part hereof by this reference, aligned with the goals of the Comprehensive Plan and complied with the standards for approval of a special use set forth in Chapter 44, Division 17-7H of the City Code, specifically:

1) That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, comfort or general welfare; and,
2) That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood; and,
3) That the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the zoning district; and,
4) That adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided; and
5) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and,

WHEREAS, the Planning Commission recommended the City Council of the City of Bloomington approve said site plan and special use permit.

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

1. That the above recitals are hereby incorporated into and made a part of this ordinance as though fully set forth herein.

2. That the City Council hereby adopts the findings of fact of the Planning Commission as set forth above.

3. That the site plan, dated May 27, 2020, represented in Exhibit "B" is hereby approved with the addition of a five feet pedestrian connection to the public sidewalk compliant with 44.12-14.C.3. of the City Code.

4. That the requested special use permit for a multiple-family residence in the B-2 Local Commercial District at 3216 Gerig Drive is hereby approved.

5. That this Ordinance shall be in full force and effective as of the date of its passage and approval.

Passed this 24th day of June 2020.

Approved this _____ day of June 2020.

APPROVED **ATTEST**

_____ _____

Tari Renner, Mayor Leslie Smith-Yocum, City Clerk

Exhibit “A”

3216 Gerig Drive

AIRPORT PARK SUB 16TH ADDN LOT 132 .76 ACRES

(PIN: 15-31-451-008)

Exhibit "B"

CORE 3 DEVELOPMENT AND PROPERTY MANAGMENT

RESIDENTIAL DEVELOPMENT

3216 GERIG DRIVE BLOOMINGTON, ILLINOIS

INDEX TO DRAWINGS

ARCHITECTURAL

SD1 PROPOSED SITE PLAN
SD2 PROPOSED BUILDING ELEVATIONS

ZONING COMPLIANCE SUMMARY	
LOT DESCRIPTION	LOT 132 OF AIRPORT PARK SUBDIVISION, CITY OF BLOOMINGTON, MCLEAN COUNTY
LOT SIZE	0.76 ACRES
ZONING	B-2
LOT USE	RESIDENTIAL,MULTI-FAMILY (PERMITTED BY SPECIAL USE)
SPECIAL USE SPECIFIC REQUIREMENTS (SECTION 44-1034)	MINIMUM LOT AREA 10,000 SSF MINIMUM LOT WIDTH 70 FT MINIMUM FRONT YARD 40 FT MINIMUM SIDE YARD 10 FT MINIMUM REAR YARD 20 FT
ADJACENT PROPERTY ZONING	NORTH - R-3B SOUTH - B-5 EAST - B-1 WEST - B-1
TRANSITIONAL YARDS	40' REQUIRED REAR YARD (R-3B ADJACENT)
WATER DETENTION	PROVIDED ON-SITE: UNDERGROUND DETENTION SYSTEM
PARKING REQUIREMENTS (TABLE 1208E)	1.5 SPACES PER 1 BEDROOM; 2 SPACES PER 2 BEDROOM = 22 SPACES (12 GARAGE STALL SPACES/10 PARKING LOT SPACES); 1 ACCESSIBLE PARKING SPACE PER 25 SPACES = 1 SPACE
LANDSCAPING REQUIREMENTS (SECTION 45-13) SEE PROPOSED TABLE	CANOPY/SHADE TREES - 25 FT OC ORNAMENTAL/UNDERSTORY TREES - 15 FT OC EVERGREEN TREES - 20 FT OC SHRUBS - 3-4 FT OC MIN 50% PLANTINGS TO BE NATIVE TO ILLINOIS FENCING NOT REQ'D FOR VEHICLES STORED LESS THAN 10 DAYS PER 44-1034 PARKING LOT ISLAND REQUIRED FOR LOTS WITH GREATER THAN 10 SPACES AND SHALL BE NOT LESS THAN 200 SF REFUSE ENCLOSURES 6FT MIN WITH COMPATIBLE MATERIALS

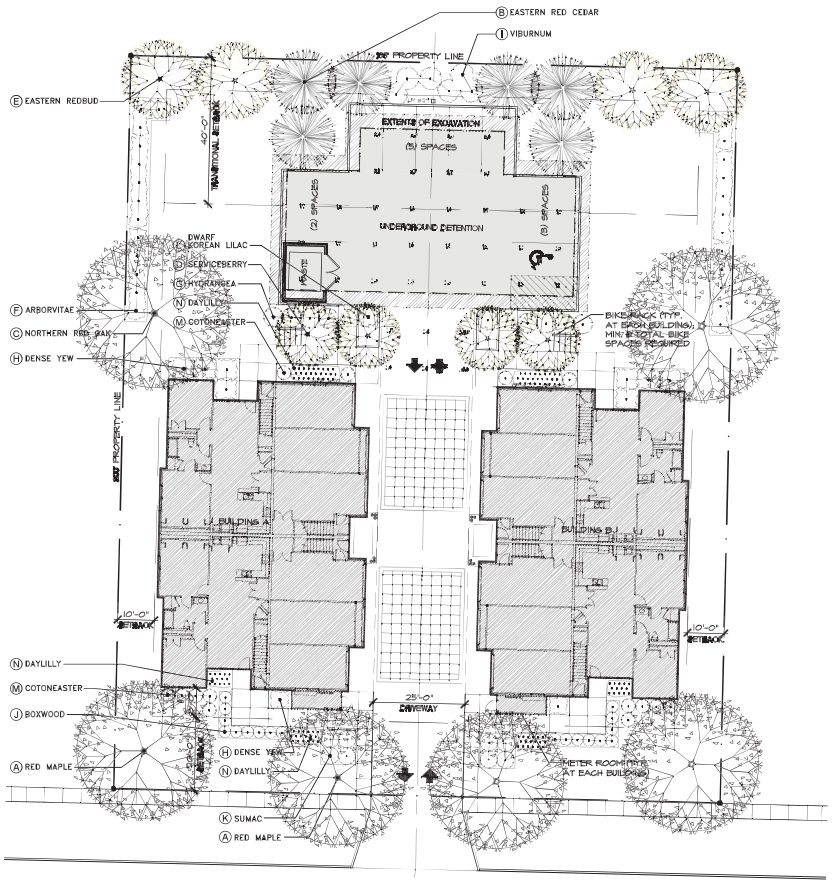
PROJECT NUMBER SAA18003
PROJECT ISSUE DATE 05.20.2020 (FOR SPECIAL USE REVIEW)

SCHARNETT ASSOCIATES ARCHITECTS LLC
SCHARNETTASSOCIATES.COM PHONE 309.828.4055
118 W. WASHINGTON ST. BLOOMINGTON IL 61701

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LANDSCAPE PLANTS SCHEDULE

GENUS-SPECIES	COMMON NAME	SIZE	MATURE SIZE	INSTALLATION COMMENTS	CHARACTERISTICS OF SPECIES
LARGE TREES:					
A *ACER RUBRUM 'OCTOBER GLORY'*	OCTOBER GLORY RED MAPLE	2.5" CAL.	60'-80' HEIGHT 40' DIAMETER	B & B; SPECIMEN; BRANCHED AT 5' MINIMUM	DECIDUOUS TREE, BROADLY OVAL TO ROUND, LEAVES OPPOSITE, SIMPLE MEDIUM GLOSSY GREEN WITH LONG RED PETIOLES, FALL COLOR DEEP RED TO REDDISH-PURPLE, ONE OF LAST TO COLOR IN FALL
B *JUNIPERUS VIRGIANA*	EASTERN RED CEDAR	8' HT	30'-65' HEIGHT 18'-15' DIAMETER	B & B; SPECIMEN;	BROADLY CONICAL, DENSE EVERGREEN CONIFER WITH HORIZONTAL BRANCHING; NEEDLED EVERGREEN, LOW MAINTENANCE; ATTRACTS BIRDS, WINTER INTEREST, TOLERANT OF DEER, DROUGHT, EROSION , DRY SOIL, DIOECIOUS SPECIES (SEPARATE MALE AND FEMALE TREES), FEMALE TREES PRODUCE ROUND GRAY TO BLACKISH-GREEN CONES
C *QUERCUS RUBRA*	NORTHERN RED OAK	2.5" CAL.	60'-75' HEIGHT 45' DIAMETER	B & B; SPECIMEN; BRANCHED AT 5' MINIMUM	DECIDUOUS, FALL COLOR (RUSSET TO BRIGHT RED), EASY TO TRANSPLANT, POLLUTION TOLERANT, GROWS IN ROUNDED SHAPE, ACORNS ARE FOOD PREFERENCE FOR WILDLIFE
SMALL TREES:					
D *AMELANCHIER X GRANDIFLORA 'AUTUMN'*	AUTUMN BRILLIANCE SERVICEBERRY	10' HT	20' HEIGHT 18' DIAMETER	B & B, FULL AND WELL BRANCHED	DECIDUOUS TREE/SHRUB, BROADLEAF, VIGOROUS, UPRIGHT, DENSE, MULTIPLE STEMS BUT MAY BE PRUNED TO FORM A SMALL TREE, LEAVES SIMPLE ALTERNATE, GLOSSY BRIGHT GREEN, BRIGHT ORANGE-RED FALL COLOR, WHITE FLOWER CLUSTERS IN SPRING
E *CERCIS CANADENSIS ALBA*	EASTERN REDBUD	8' HT	30' HEIGHT 20' DIAMETER	B & B, FULL AND WELL BRANCHED	DECIDUOUS TREE, SPREADING BRANCHES, FLATTISH TOP, LEAVES ALTERNATE, SIMPLE, LUSTROUS DARK GREEN COLOR, SMALL ROSY-PINK FLOWERS IN SPRING, PALE GREEN & BRIGHT YELLOW FALL COLOR,
F *THUJA ACCIDENTALIS*	AMERICAN ARBORVITAE 'DARK GREEN'	6' HT	10'-20' HEIGHT 5'-6' DIAMETER	B & B, FULL	DENSE, CONICAL SINGLE TRUNKED EVERGREEN TREE; MAY BE TOPPED AND USED AS HEDGE; FOLIAGE MAY SNOW WINTER BURN SUSCEPTIBLE TO STEM BREAKAGE IN WINTER
SHRUBS/GROUND COVERS:					
G *HYDRANGEA ARBORESCENS 'ANNABELLE'*	ANNEBELLE HYDRANGEA	3 GAL.	4'-5' HEIGHT 3'-5' WIDE	CONTAINER FULL AND DENSE	WHITE SNOWBALLS OF FLOWERS IN SUMMER, BEST IN PART TO FULL SHADE BUT WILL TOLERATE SUN, BLOOMS EVERY YEAR FLOWERING ON NEW GROWTH
H *TAXUS X MEDIA 'DENSIFORMIS'*	DENSE YEW	3 GAL.	3'-4' HEIGHT 6'-8' WIDE	CONTAINER FULL AND DENSE MAINTAIN AT FULL SIZE	EVERGREEN, SUN OR SHADE, GREAT FOUNDATION PLANTING, DISEASE RESISTANT, LOW MAINTENANCE
I *VIBURNUM DENTATUM 'SYNNESTVEDT'*	CHICAGO LUSTRE ARROWWOOD VIBURNUM	5 GAL.	8'-10' HEIGHT 8'-10' WIDE	CONTAINER FULL AND DENSE	INTIAL UPRIGHT OVAL FORM MATURING TO ARCHING/SPREADING FORM AT MATURITY. ADAPTIVE TO WIDE RANGE OF SOIL TYPES, FULL SUN EXPOSURE, CREAMY WHITE FLOWER CLUSTERS, BLUE FRUIT IN AUGUST ATTRACTING BUTTERFLIES AND WILDLIFE, BERRIES FOR BIRDS, GREAT FALL COLOR
J *BUXUS MICROPHYLLA 'GREEN VELVET'*	GREEN VELVET BOXWOOD	12" HT	3' HEIGHT 3' DIAMETER	CONTAINER, FULL AND DENSE MAINTAIN AT 2' WIDTH HEDGE, 18" HIGH	EVERGREEN SHRUB, BROADLEAF, NARROW, PYRAMIDAL WHEN YOUNG, LEAVES NEEDLE-LIKE, ALTERNATE, YELLOWISH-GREEN ABOVE/WHITENED BELOW, MAY TURN A RICH BROWN IN FALL, CONES GLOBULAR
K *RHUS AROMATICA 'GRO-LOW'*	GRO-LOW FRAGRANT SUMAC	3 GAL.	3' HEIGHT 6'-8' DIAMETER	CONTAINER, FULL AND WELL BRANCHED	DECIDUOUS SHRUB, LEAVES ALTERNATE, COMPOUND, TRIFOLIATE, GLOSSY GREEN, ORANGE TO RED OR PURPLISH-RED FALL COLOR
L *SYRINGA MEYERI 'PALIBIN'*	DWARF KOREAN LILAC	3 GAL.	4'-5' HEIGHT 4'-5' DIAMETER	CONTAINER, FULL AND WELL BRANCHED MAINTAIN AT FULL SIZE	DECIDUOUS SHRUB, MORE COMPACT THAN SPECIES, ROUNDED, DENSE, LEAVES SIMPLE, OPPOSITE, GLABROUS, EVEN GLOSSY ABOVE, FLOWERS ARE PURPLE-RED BEDS OPENING TO WHITISH-PINK
M *COTONEASTER X HESSEI*	HESSEI COTONEASTER	3 GAL.	1'-2' HEIGHT 3'-4' SPREAD	CONTAINER, FULL AND DENSE MAINTAIN AT FULL SIZE	LOW-GROWING DECIDUOUS, GROUNDCOVER SHRUB, TOUGH AND ADAPTABLE PLANT THAT CAN WITHSTAND POOR SOIL, AVOID POORLY DRAINED SOILS, REQUIRES MINIMUM PRUNING, TOLERANT AGAINST RABBIT
N *HEMEROCALLIS STELLA D'ORO*	STELLA D'ORO DAYLILY	1 GAL.	10"-12" HEIGHT 10"-12" WIDE	CONTAINER FULL AND DENSE	GOLD COLOR FLOWERS WITH REBLOOMING EARLY (SUMMER/LATE SUMMER), LIGHT GREEN ARCHING LEAVES, DROUGHT RESISTANT, LOAMY/CLAY SOIL, ATTRACTS BUTTERFLIES, LOW MAINTENANCE



PROPOSED SITE PLAN

SCALE: 1/16" = 1'-0"

GENERAL NOTE:

THE SITE PLAN INFORMATION PROVIDED ON THIS PLAN SHEET HAS BEEN DEVELOPED WITHOUT ACCESS TO COMPLETE SITE SURVEYS OF PROJECT SITE, BUT IS BASED ON MAPPING/GIS DATA AND AERIAL PHOTOS OF SITE. AS SUCH, THE SITE PLAN INFORMATION SHOWN IS TO BE CONSIDERED AN APPROXIMATION OF AREA SIDEWALKS, DRIVEWAYS, LANDSCAPE MATERIALS AND SITE IMPROVEMENTS. UTILITIES (WATER, GAS, ELECTRIC AND COMMUNICATION), TOPOGRAPHY, PROPERTY EASEMENTS AND ALL OTHER SITE FEATURES, CONSTRAINTS OR ADDITIONAL INFORMATION THAT SHOULD BE TAKEN INTO CONSIDERATION ARE NOT INDICATED. CONTRACTOR'S QUANTITATIVE CALCULATIONS AND ASSUMPTIONS MADE IN PREPARATION OF A BID ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR'S OWN ON-SITE OBSERVATION, INVESTIGATION, SITE FAMILIARITY AND EXPERIENCE.

PRELIMINARY - NOT FOR CONSTRUCTION

NOTE: THIS IS A SCHEMATIC DESIGN DRAWING PREPARED FOR CONCEPTUAL PURPOSES ONLY. ALL EXISTING CONSTRUCTION AS WELL AS NEW CONSTRUCTION SHOWN SHOULD BE CONSIDERED AS ASSUMED PRIOR TO COMPLETION OF THE SCHEMATIC DESIGN AND DESIGN DEVELOPMENT PHASES OF THIS PROJECT. ADDITIONAL SERVICES WILL BE REQUIRED TO VERIFY UTILITIES PROVIDED TO THE SITE, LEGAL EASEMENTS, AND ANY OTHER SITE OR BUILDING CONDITION THAT MAY IMPOSE ADDITIONAL DESIGN LIMITATIONS AND DEVELOPMENT POTENTIAL. THESE DRAWINGS, INCLUDING THOSE IN ELECTRONIC FORM, PREPARED BY THE ARCHITECT ARE INSTRUMENTS OF SERVICE FOR USE SOLELY WITH RESPECT TO THIS PROJECT. THE ARCHITECT SHALL BE DEEMED THE AUTHOR AND OWNER OF THE DRAWINGS AND RETAIN ALL RESERVED RIGHTS, INCLUDING COPYRIGHTS. NO REPRODUCTION OF THESE DRAWINGS MAY BE MADE WITHOUT PRIOR DOCUMENTED APPROVAL BY THE ARCHITECT.

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CORE 3 DEVELOPMENT AND PROPERTY MANAGEMENT

RESIDENTIAL DEVELOPMENT

3216 GERIG DRIVE

BLOOMINGTON, ILLINOIS

SCHARNETT ASSOCIATES ARCHITECTS LLC
SCHARNETTASSOCIATES.COM PHONE 309.828.1055
116 W. WASHINGTON ST. BLOOMINGTON IL 61701

SAA18003

SHEET 1 OF 2 SHEETS

SD1

PROPOSED SITE PLAN

DRAWN: TDB DATE: 05.20.20

REVISIONS:



SOUTH ELEVATION OF BUILDING B

SCALE: 1/4" = 1'-0"



WEST ELEVATION OF BUILDING B

SCALE: 1/4" = 1'-0"

PRELIMINARY - NOT FOR CONSTRUCTION

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CORE 3 DEVELOPMENT AND PROPERTY MANAGEMENT

RESIDENTIAL DEVELOPMENT

3216 GERIG DRIVE

BLOOMINGTON, ILLINOIS

SCHARNETT ASSOCIATES ARCHITECTS LLC
SCHARNETTASSOCIATES.COM PHONE 309.828.4055
110 W. WASHINGTON ST. BLOOMINGTON IL 61701

SAA18003

SHEET 2 OF 2 SHEETS

SD2

PROPOSED BUILDING ELEVATIONS

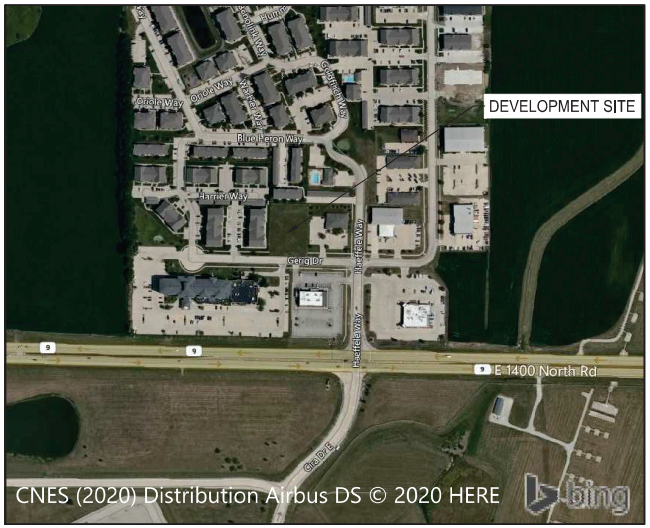
DRAWN: ORK DATE: 05.20.20

REVISIONS:

GERIG DRIVE APARTMENTS

3216 GERIG DRIVE

BLOOMINGTON ILLINOIS



SITE LOCATION MAP
NOT TO SCALE

SHEET INDEX

C000 COVER SHEET
C101 EXISTING CONDITIONS
C201 SITE DEVELOPMENT PLAN
C202 GEOMETRIC LAYOUT PLAN
C301 GRADING & DRAINAGE PLAN
C302 STORM SEWER MANAGEMENT PLAN
C401 EROSION CONTROL PLAN
C402 EROSION CONTROL NOTES
C501 GENERAL NOTES & DETAILS
C502 GENERAL NOTES & DETAILS

OWNER / DEVELOPER

CORE 3 PROPERTY MANAGMENT
1716 RT DUNN DRIVE #4
BLOOMINGTON, IL 61701
PH: (309)808-2125

ARCHITECT

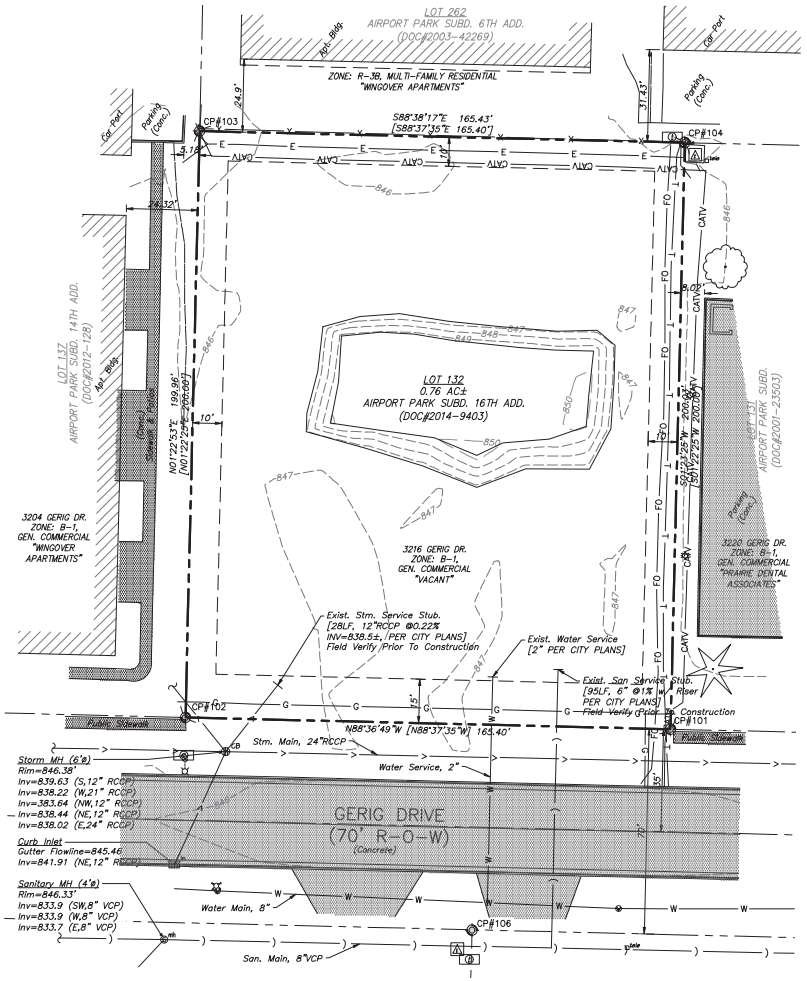
SCHARNETT ASSOCIATES ARCHITECTS, LLC
118 WEST WASHINGTON STREET
BLOOMINGTON, IL 6170

Land Engineers, LLC
2404 Greyhound Road, Bloomington, IL 61704
309-827-4393 fax: 309-827-4394
Design Firm No. 184-004522 Expires: 04/30/21

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Control Points

POINT NUMBER	NORTHING	EASTING	ELEVATION	DESCRIPTION
CP#101	1392731.19	823715.84	846.74	FOUND PIN
CP#102	1392735.19	823550.49	846.44	FOUND PIN
CP#103	1392935.09	823555.31	845.57	FOUND PIN
CP#104	1392931.16	823720.70	846.11	FOUND PIN
CP#106	1392662.68	823648.17	846.63	FOUND PIN



LEGEND

- CATCH BASIN
- CURB INLET
- SANITARY SEWER MANHOLE
- FIRE HYDRANT
- WATER VALVE
- ELECTRIC VAULT / HANDHOLE
- ELECTRIC PARKING LIGHT W/2'ø CONCRETE BASE
- STREET LIGHT
- TRANSFORMER
- COMMUNICATION BOX / HANDHOLE
- COMMUNICATION PEDESTAL
- E — UNDERGROUND ELECTRIC LINE
- CATV — CABLE TV LINE
- G — UNDERGROUND GAS LINE
- T — UNDERGROUND TELEPHONE LINE
- FO — UNDERGROUND FIBER OPTIC LINE
- W — WATER MAIN
- STORM SEWER LINE
- SANITARY SEWER LINE
- BUILDING
- PROPERTY/LOT LINE
- UTILITY EASEMENT
- DECIDUOUS TREE
- CONIFEROUS TREE
- 780 — MAJOR CONTOUR LINE (5FT INTERVAL)
- 782 — MINOR CONTOUR LINE (1FT INTERVAL)
- = EXISTING CONCRETE
- = EXISTING CONCRETE SIDEWALK

N

SCALE: 1"= 20'
0 20' 30' 40'

PIN: 15-31-451-008

LEGAL DESCRIPTION:

Lot 132 in Airport Park Subdivision, Sixteenth Addition to the City of Bloomington according to the plat thereof recorded as document number 2014-9403 in the Office of the Recorder, in McLean County, Illinois.

GENERAL NOTES (BOUNDARY AND TOPOGRAPHIC SURVEY):

1. THIS OFFICE HAS NOT ABSTRACTED THE PARCELS DEPICTED HEREON OR ANY CLAIMS OF TITLE, EASEMENTS, OR RESTRICTIONS THAT MAY AFFECT SAID PARCELS. THE PRESENCE OR ABSENCE OF ANY SUCH CLAIMS IS NOT CERTIFIED HEREON.
2. THE BEARINGS AND DISTANCES AS DEPICTED HEREON ARE MEASURED, AND WHERE MEASURED BEARINGS AND/OR DISTANCES DIFFER FROM RECORDED BEARINGS AND/OR DISTANCES, THE RECORDED MEASUREMENTS HAVE BEEN SHOWN IN SQUARE BRACKETS.
3. THE TOPOGRAPHICAL AND BOUNDARY INFORMATION DEPICTED HEREON REFLECTS OBSERVATIONS MADE DURING SITE VISITS MADE BY LAND ENGINEERS, LLC, FROM MARCH 4 THROUGH MAY 4, 2020.
4. THE UTILITY INFORMATION DEPICTED HEREON IS BASED ON OBSERVED ABOVE GROUND EVIDENCE AND FROM RECORD PLANS OBTAINED FROM THE CITY OF BLOOMINGTON. A UTILITY LOCATE WAS NOT PERFORMED IN CONJUNCTION WITH THIS SURVEY.
5. CONTROL POINTS AND/OR BENCHMARKS HAVE BEEN ESTABLISHED FOR THIS PROJECT AS DEPICTED HEREON. THE BENCHMARK ELEVATION IS BASED ON THE 1988 NORTH AMERICAN VERTICAL DATUM (NAVD88).
6. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AT THE JOB SITE AND BE FULLY RESPONSIBLE FOR SAME. NOTIFY LAND ENGINEERS, LLC, IF CLARIFICATION OF OR REVISION TO ANY INFORMATION IS REQUIRED.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING UTILITY COMPANIES AND HAVING ALL UNDERGROUND UTILITIES PROPERLY LOCATED PRIOR TO ANY CONSTRUCTION OR DEMOLITION.

JEREMY C. SCHRECK
3895
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
BLOOMINGTON, ILLINOIS
LICENSE EXPIRES: 11/30/2020

I do hereby certify that in the month of March, 2020 a survey of the above described property was made under my direction and the plat hereon drawn is a correct representation of said survey. I further certify that this professional service conforms to the current Illinois minimum standards for a boundary survey.

05/26/20
Dated

Illinois Professional Land Surveyor No. 3895

STAMP

REVISIONS

NO.	DATE	APPR.	DESCRIPTION

SCALE 1" = 20'
DRAWN BY LCH DATE 3/26/20
CHECKED BY JCS DATE 5/26/20

PROJECT
GERIG DRIVE APARTMENTS
LOT 132, AIRPORT PARK SUBD., 16TH ADD.
3216 GERIG DRIVE
CITY OF BLOOMINGTON, IL 61704
EXISTING CONDITIONS

Land Engineers, LLC
2404 Grayslake Road, Bloomington, IL 61704
ph.: 309-427-4393 fax: 309-427-4394
Design Firm No. 184-004822 Expires: 4/30/2021

PROJECT NO.
016888

PLAN SET DATE

SHEET NUMBER
C101

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SPECIAL CONSTRUCTION NOTES:

1. CURB SHALL BE 6" BARRIER CURB. SEE DETAIL 1/C501 & 2\C501.
2. SEE ARCHITECTURAL PLANS FOR BUILDING SIDEWALK MATERIAL TYPE.
3. CONTRACTOR SHALL INSPECT EXISTING SANITARY SERVICE FOR SIZE AND DEPTH AND IF SUITABLE, SHALL CONNECT SAID SERVICE TO THE EAST BUILDING. COORDINATE WITH PLANS PLANS.
4. NEW SANITARY SERVICE FOR WEST BUILDING SHALL BE INSTALLED ACROSS GERIG DRIVE UTILIZING THE OPEN CUT METHOD.
5. WATER SERVICES SHALL BE INSTALLED ACROSS GERIG DRIVE UTILIZING THE OPEN CUT METHOD.
6. CONTRACTOR SHALL DISCONNECT EXISTING WATER SERVICE AT THE WATER MAIN IN ACCORDANCE WITH THE CITY OF BLOOMINGTON REQUIREMENTS AND SHALL REMOVE AND DISPOSE OF ALL WASTE MATERIALS ASSOCIATED WITH SAID WATER SERVICE. CONTRACTOR SHALL REPLACE DAMAGED PAVEMENT IN ACCORDANCE WITH THE CITY OF BLOOMINGTON REQUIREMENTS. DISCONNECT SHALL BE WITNESSED BY THE CITY OF BLOOMINGTON WATER DEPARTMENT. CONTRACTOR SHALL CALL THE CITY OF BLOOMINGTON WATER DEPARTMENT AT (309)343-2426 A MINIMUM OF 2 WORKING DAYS IN ADVANCE OF PERFORMING WORK.
7. PCC SIDEWALK IN R.O.W SHALL BE 6" THICK, EXCEPT AT DRIVE WHERE IT SHALL BE 8" THICK.
8. CONTRACTOR SHALL COORDINATE SEWER & WATER SERVICE CONNECTIONS WITH PLUMBING PLANS.

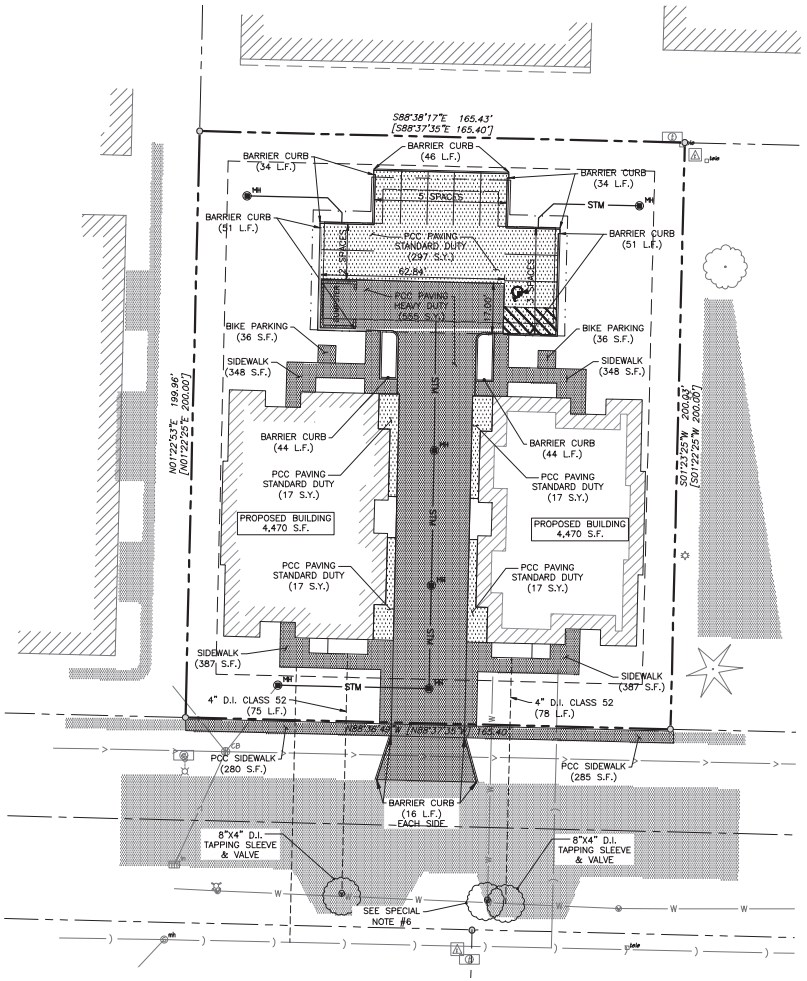
SITE CHARACTERISTICS:

ZONING: B-1 - GENERAL COMMERCIAL DISTRICT

PRE-DEVELOPED CONDITIONS
TOTAL AREA: = 33,081 S.F. (0.76 AC.) 100%
IMPERVIOUS = 0 S.F. (0.0 AC.) 0%
PERVIOUS = 33,081 S.F. (0.76 AC.) 100%

POST-DEVELOPED CONDITIONS
TOTAL AREA: = 33,081 S.F. (0.76 AC.) 100%
IMPERVIOUS = 19,525 S.F. (0.45 AC.) 59.2%
PERVIOUS = 13,556 S.F. (0.31 AC.) 40.8%

TOTAL DISTURBED AREA (APPROX): 33,081 S.F. (0.76 AC.)



LEGEND

- STORM MANHOLE
- WATER VALVE
- PROPOSED SANITARY SERVICE LINE
- STM — PROPOSED STORM LINE
- PROPOSED WATER SERVICE LINE
- PROPOSED BUILDING
- PROPOSED BOUNDARY LINE
- SF — SILT FENCE LINE
- HANDICAP SYMBOL
- 780 — MAJOR CONTOUR LINE (5FT INTERVAL)
- 782 — MINOR CONTOUR LINE (1FT INTERVAL)
- = PROPOSED FLOOD ROUTE
- 780.92 = PROPOSED SPOT ELEVATION (TP = TOP OF PAVEMENT, TW = TOP OF WALK)
- = PROPOSED CONCRETE (HEAVY)
- = PROPOSED CONCRETE (STANDARD)
- = PROPOSED LANDSCAPE
- = PROPOSED CONCRETE SIDEWALK

GENERAL CONSTRUCTION NOTES:

1. ALL MATERIAL AND METHODS FOR PAVING AND EARTHWORK SHALL BE DONE IN ACCORDANCE WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" (CURRENT EDITION) EXCEPT AS NOTED DIFFERENTLY ON THE PLANS. HERE AFTER THESE WILL BE REFERRED TO AS STANDARD SPECIFICATIONS.
2. THE CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR CONTROLLING ALL SILTATION AND EROSION OF THE PROJECT AREA. THE CONTRACTOR SHALL USE THE BEST MANAGEMENT PRACTICES TO CONTROL EROSION AND SILTATION AS REQUIRED BY TOWN OF NORMAL PERMITS. CONTROL SHALL COMMENCE WITH GRADING AND BE MAINTAINED THROUGHOUT CONSTRUCTION UNTIL ACCEPTANCE OF THE WORK BY THE OWNER AND THE CITY OF BLOOMINGTON. THE CONTRACTOR'S RESPONSIBILITY INCLUDES ALL DESIGN AND IMPLEMENTATION AS REQUIRED TO PREVENT EROSION AND THE DEPOSITION OF SILT. THE OWNERS MAY, AT THEIR OWN OPTION, DIRECT THE CONTRACTOR IN HIS METHODS AS DEEMED FIT TO PROTECT PROPERTY AND IMPROVEMENTS. ANY DEPOSITING OF MUD SHALL BE REMOVED AFTER EACH RAIN AND AFFECTED AREAS CLEANED TO THE SATISFACTION OF THE OWNER, PROJECT ENGINEER, OR CITY OF BLOOMINGTON, ALL AT THE EXPENSE OF THE CONTRACTOR.
3. THE STANDARD SPECIFICATIONS INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING SECTIONS:
   1. SECTION 201 - CLEARING, TREE REMOVAL AND PROTECTION, CARE AND REPAIR OF EXISTING PLANT MATERIAL.
   2. SECTION 204 - BORROW AND FURNISHED EXCAVATION
   3. SECTION 205 - EMBANKMENT
   4. SECTION 208 - TRENCH BACKFILL
   5. SECTION 212 - FINAL SHAPING, TRIMMING AND FINISHING
   6. SECTION 250 - SEEDING - CLASS 1
   7. SECTION 280 - TEMPORARY EROSION CONTROL
   8. SECTION 301 - SUBGRADE PREPARATION
   9. SECTION 351 - AGGREGATE BASE COURSE
   10. SECTION 420 - PORTLAND CEMENT CONCRETE PAVEMENT
   11. SECTION 780 - PAVEMENT MARKING
4. THE CONTRACTOR SHALL VERIFY THE LOCATION AND EXTENT OF ALL UTILITIES ABOVE AND BELOW GROUND IN THE CONSTRUCTION AREA BEFORE COMMENCING WORK. THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING J.U.L.I.E. (1-800-892-0123), A MINIMUM OF 48 HOURS IN ADVANCE, FOR THE LOCATIONS OF THE EXISTING UTILITIES IN THE CONSTRUCTION AREA.
5. THE CONTRACTOR SHALL REMOVE WASTE AND UNSUITABLE MATERIAL FROM THE OWNER'S PROPERTY AND DISPOSE OF THE SAME, OFF-SITE IN A LEGAL MANNER.
6. THE CONTRACTOR SHALL REMOVE 6" OF TOPSOIL AND STOCKPILE AT A LOCATION DETERMINED BY THE OWNER. ANY UNUSED MATERIAL AT THE COMPLETION OF THE PROJECT SHALL BE STOCKPILED AT A LOCATION DETERMINED BY THE OWNER.
7. ALL UNPAVED AREAS DISTURBED BY CONSTRUCTION ACTIVITIES SHALL BE SEEDED WITH SEEDING - CLASS 1 - LAWN MIXTURE.
8. THE CONTRACTOR SHALL ASSUME COMPLETE RESPONSIBILITY FOR ALL DAMAGE CAUSED AS A RESULT OF THE CONSTRUCTION ACTIVITIES. THE DAMAGE SHALL BE REPAIRED BY THE CONTRACTOR TO A CONDITION PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
9. ALL FIELD TILE ENCOUNTERED DURING SITE IMPROVEMENT CONSTRUCTION SHALL BE CONNECTED TO THE PROPOSED STORM SEWER OR EXTENDED TO OUTLET INTO A PROPOSED DRAINAGE WAY. IF THIS CANNOT BE ACHIEVED THE FIELD TILE SHALL BE REPAIRED WITH A NEW PIPE OF SIMILAR DIAMETER AND MATERIAL TO THE ORIGINAL LINE AND RETURNED TO OPERATIONAL CONDITION. ADDITIONALLY, AN "AS-BUILT" RECORD OF THE LOCATION OF ALL FIELD TILES FOR ON-SITE DRAIN PIPE ENCOUNTERED SHALL BE MADE BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER UPON COMPLETION OF THE PROJECT.
10. ALL HANDICAP PARKING STALLS SHALL BE MARKED WITH AN R7-8 "RESERVED PARKING" SIGN AND AN R7-1101 "$250 FINE" SIGN, U.S. STANDARD SIGNS SHALL BE PLACED AT THE HEAD OF THE PARKING STALLS SHALL BE PAINTED IN ACCORDANCE WITH THE ADA STANDARDS AND THE STANDARD SPECIFICATIONS.

PAVEMENT & EARTH EXCAVATION NOTES

1. P.C. CONCRETE PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 420 OF THE STANDARD SPECIFICATIONS.
2. AGGREGATE BASE COURSE, TYPE B SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 301 OF THE STANDARD SPECIFICATIONS.
3. SUBGRADE SHALL BE PREPARED IN ACCORDANCE WITH SECTION 301 OF THE STANDARD SPECIFICATIONS.
4. SUBGRADE SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY AS DETERMINED BY ASTM 698.
5. ALL EARTH EMBANKMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 205 OF THE STANDARD SPECIFICATIONS.
6. MAXIMUM JOINT SPACING SHALL BE 12 FEET.
7. CONTRACTOR SHALL SUBMIT EXPANSION JOINT LAYOUT TO ENGINEER FOR REVIEW.

SEWER AND WATER UTILITY NOTES:

1. ALL MATERIAL AND METHODS FOR CONSTRUCTION OF SANITARY SEWER SERVICE, WATER SERVICE AND STORM SEWER SYSTEM SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS, CURRENT EDITION, THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, CURRENT EDITION, AND THE TOWN OF NORMAL MANUAL OF PRACTICE EXCEPT AS NOTED DIFFERENTLY ON THE PLANS. HERE AFTER THESE WILL BE REFERRED TO AS STANDARD SPECIFICATIONS.
2. STORM SEWER MATERIALS SHALL BE IN ACCORDANCE WITH SECTION 550 OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND SHALL CONFORM TO ONE OF THE FOLLOWING:
   a. REINFORCED CONCRETE CULVERT, STORM DRAIN AND SEWER PIPE.
   b. DUCTILE IRON PIPE, CLASS 150, CONFORMING TO A.N.S.I./A.W.W.A. C-151/A21.51, WITH SINGLE GASKET JOINTS MEETING A.N.S.I./A.W.W.A. C-111/A21.11, WITH STANDARD CEMENT LINING AS PER A.N.S.I./A.W.W.A. C-104/A21.4 AND WITH BITUMINOUS COATING AS PER SECTION 51-8.1 OF A.N.S.I./A.W.W.A. C-151/A21.51.
   c. PVC PIPE SHALL CONFORM TO ASTM 3034, TYPE PSM AND SHALL BE MADE OF PVC HAVING A MINIMUM CELL CLASS OF R454-C AND SHALL HAVE A MINIMUM PIPE STIFFNESS OF 46 PSI.
3. CATCH BASINS, MANHOLES, INLETS AND DRAINAGE STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 602 OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
4. UNDERGROUND STORM WATER DETENTION SYSTEM SHALL BE RTANK SYSTEM. UNDERGROUND STORM WATER DETENTION STRUCTURE SHALL BE CONSTRUCTED PER MANUFACTURER SPECIFICATIONS. SEE RTANK MANUFACTURER FOR DETAILS.
5. SANITARY SERVICES SHALL BE LAID AT A SLOPE OF 1.0% OR GREATER. CHANGES IN SLOPE ON THE SERVICE MAY BE BY "BREAKING JOINTS" PROVIDED THE JOINT SEAL IS AIR TIGHT AND THE RECOMMENDATIONS OF THE MANUFACTURER ARE NOT EXCEEDED. FITTINGS NOT GREATER THAN A 45° BEND MAY BE USED WHERE CHANGES IN GRADE DICTATE.
6. CONSTRUCTION OF WATER SERVICE LINES AND APPURTENANCES MUST CONFORM IN ALL RESPECTS TO AWWA C800 STANDARDS OF LATEST REVISIONS. WHERE COPPER PIPE IS USED, SERVICE PIPE MUST BE "TYPE K" SEAMLESS COPPER TUBING CONFORMING TO ASTM SPECIFICATION B-88-62, WITH RED BRASS FITTINGS CONFORMING TO ASTM B-62 SPECIFICATIONS.
7. ALL WATER SERVICE CONNECTIONS AND PIPING SHALL BE MAINTAINED AT A DEPTH OF FOUR (4) FEET MINIMUM BURIAL TO PREVENT FREEZING OR BE PROPERLY INSULATED AS APPROVED BY THE DIRECTOR OF WATER.
8. THE CONTRACTOR SHALL VERIFY THE SIZE, LOCATION AND DEPTH OF THE EXISTING SANITARY AND WATER SERVICE LINES, AND SHALL BE COORDINATED WITH THE PLUMBING PLANS.
9. A GRANULAR CRADLE (BEDDING AND HAUNCHING) WILL BE REQUIRED FOR ALL STORM SEWERS AS SHOWN IN DETAIL C/C502. MATERIAL FOR THE GRANULAR CRADLE SHALL COMPLY WITH EITHER FA1 OR FA2, EXCEPT THE PERCENT PASSING THE 75μm (NO. 200) SIEVE SHALL BE 2±2, IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
10. ALL TRENCHES UNDER ANOTHER SEWER OR WATER MAIN, OR UNDER OR WITHIN 2 FEET OF EXISTING OR PROPOSED STREETS, SIDEWALKS AND/OR DRIVEWAYS SHALL BE BACKFILLED WITH TRENCH BACKFILL MATERIAL IN ACCORDANCE WITH SECTION 208 OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
11. MATERIAL FOR TRENCH BACKFILL SHALL COMPLY WITH ARTICLE 1003.04 OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, EXCEPT THAT THE BEDDING TYPE FOR ALL SANITARY SEWERS SHALL BE ASTM C12-04, ¾" - 1½" CRUSHED STONE, IDOT GRADATION CA 11. THE MINIMUM BEDDING CLASS FOR SANITARY SEWERS SHALL BE CLASS B AND THE MINIMUM SAFETY FACTOR SHALL BE 1.20, AND SAND BEDDING SHALL NOT BE USED FOR SANITARY SEWERS.
12. THE CITY OF BLOOMINGTON WATER DEPARTMENT SHALL BE NOTIFIED AT LEAST 48 HOURS PRIOR TO CONNECTING TO ANY CITY UTILITY.

CALL JULIE TOLL FREE 1-800-892-0123

STAMP

JEREMY C. SCHNECK 062-047312 LICENSED PROFESSIONAL ENGINEER ILLINOIS
LICENSE EXPIRES: 11/30/2021

REVISIONS

NO.	DATE	APPR.	DESCRIPTION
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SCALE 1" = 20'
DRAWN BY LCH DATE 5/28/20
CHECKED BY JCS DATE 5/28/20

PROJECT
GERIG DRIVE APARTMENTS
LOT 132, AIRPORT PARK SUBD., 16TH ADD.
3216 GERIG DRIVE
CITY OF BLOOMINGTON, IL 61704
SITE DEVELOPMENT PLAN

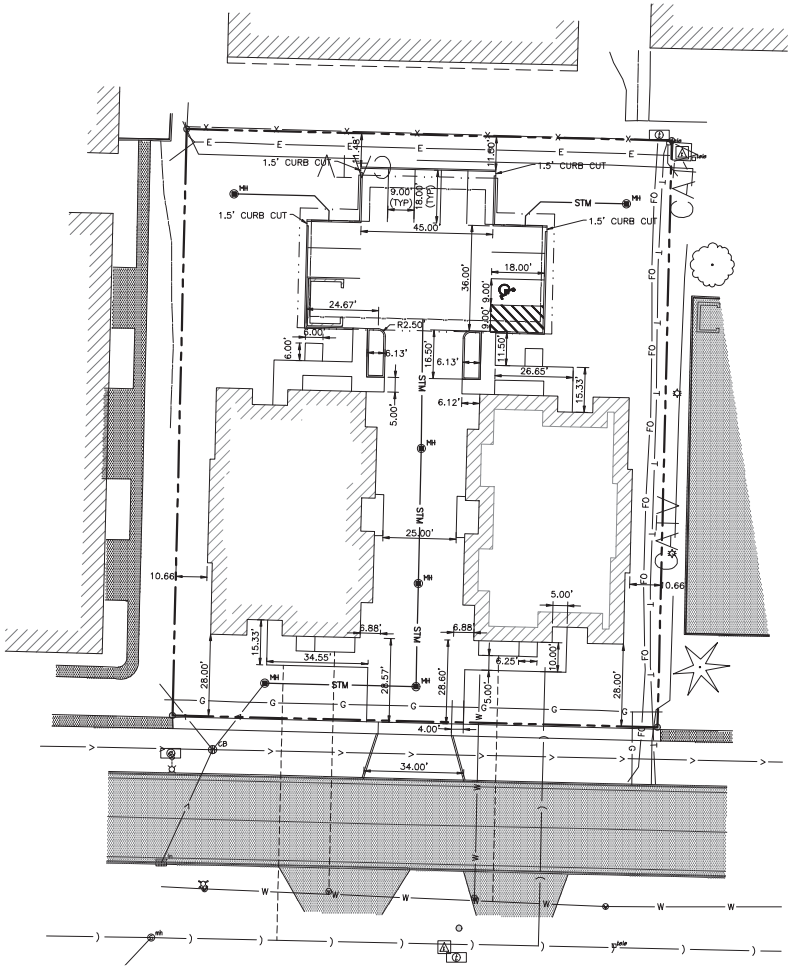
Land Engineers, LLC
2404 Grayhall Road, Bloomington, IL 61704
309-827-4393 fax: 309-827-4394
Design Firm No. 184-004822 Expires: 4/30/2021

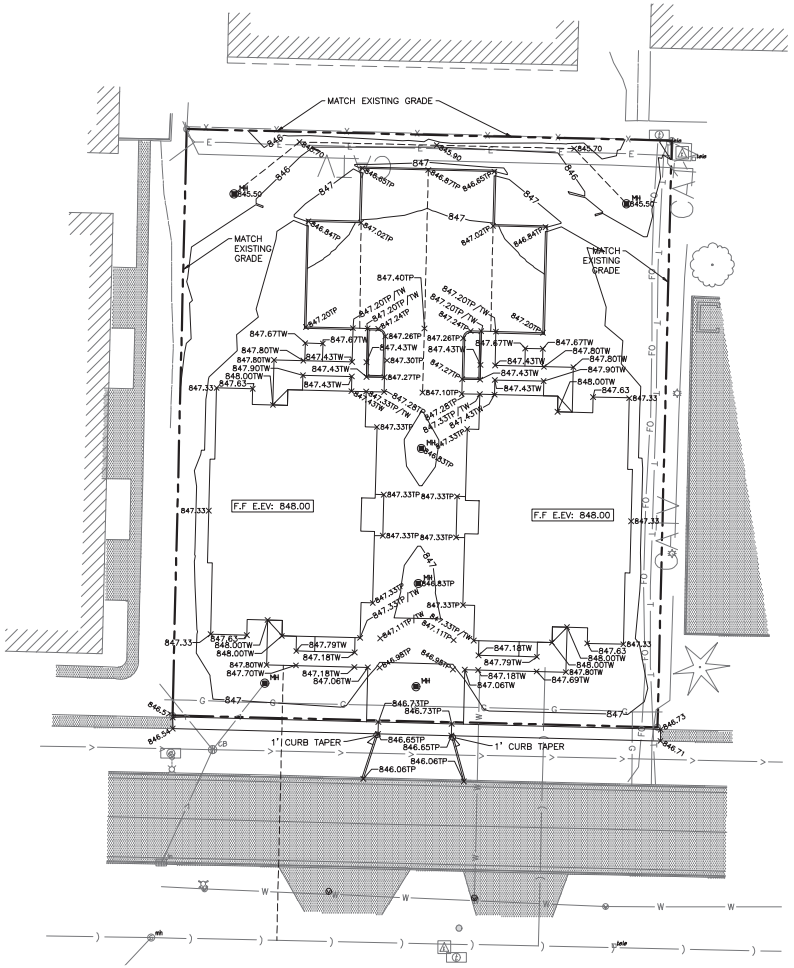
PROJECT NO. 016888

PLAN SET DATE

SHEET NUMBER C201

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1.5' CURB CUT
1.5' CURB CUT
1.5' CURB CUT
1.5' CURB CUT
STM
STM
STM
STM
45.00'
36.00'
18.00'
24.67'
R2.50'
26.65'
25.00'
34.55'
34.00'
4.00'
5.00'
6.88'
6.25'
10.00'
10.66'
0.66'
28.00'
28.57'
28.66'
CATCH BASIN
CATCH BASIN
CATCH BASIN



LEGEND

- STORM MANHOLE
- WATER VALVE
- PROPOSED SANITARY SERVICE LINE
- PROPOSED STORM LINE
- PROPOSED WATER SERVICE LINE
- PROPOSED BUILDING
- PROPOSED BOUNDARY LINE
- SILT FENCE LINE
- HANDICAP SYMBOL
- MAJOR CONTOUR LINE (5FT INTERVAL)
- MINOR CONTOUR LINE (1FT INTERVAL)
- = PROPOSED FLOOD ROUTE
- = PROPOSED SPOT ELEVATION
  TP = TOP OF PAVEMENT
  TW = TOP OF WALK

SCALE: 1"= 20'
0 20' 30' 40'

- = PROPOSED CONCRETE (HEAVY)
- = PROPOSED CONCRETE (STANDARD)
- = PROPOSED LANDSCAPE
- = PROPOSED CONCRETE SIDEWALK

CALL JULIE TOLL FREE 1-800-892-0123

STAMP

JEFFREY C. SCHNECK 604.010 LICENSED PROFESSIONAL ENGINEER ILLINOIS LICENSE EXPIRES: 11/30/2021

REVISIONS

NO.	DATE	APPR.	DESCRIPTION

SCALE 1" = 20'
DRAWN BY LCH DATE 5/26/20
CHECKED BY JCS DATE 5/26/20

PROJECT

GERIG DRIVE APARTMENTS

LOT 132, AIRPORT PARK SUBD., 16TH ADD.
3216 GERIG DRIVE
CITY OF BLOOMINGTON, IL 61704

GRADING & DRAINAGE PLAN

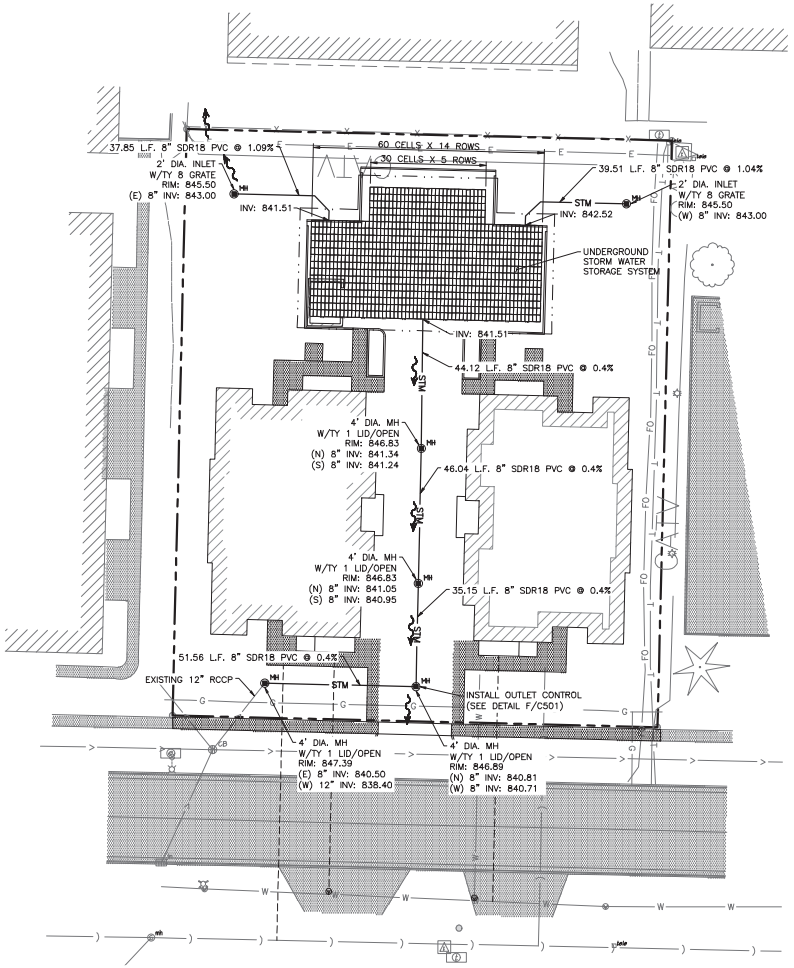
Land Engineers, LLC
2404 Greenwood Road, Bloomington, IL 61704
309-827-4393 fax: 309-827-4394
Design Firm No. 184-004822 Expires: 4/30/2021

PROJECT NO. 016888

PLAN SET DATE

SHEET NUMBER C301

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RTAnk STORAGE SYSTEM

REQUIRED STORAGE: 8,133 FT^3
PROVIDED STORAGE: 8,167 FT^3

LEGEND

- STORM MANHOLE
- WATER VALVE
- PROPOSED SANITARY SERVICE LINE
- STM — PROPOSED STORM LINE
- PROPOSED WATER SERVICE LINE
- PROPOSED BUILDING
- PROPOSED BOUNDARY LINE
- SF — SILT FENCE LINE
- HANDICAP SYMBOL
- 780 — MAJOR CONTOUR LINE (5FT INTERVAL)
- 782 — MINOR CONTOUR LINE (1FT INTERVAL)
- = PROPOSED FLOOD ROUTE
- 780.92 = PROPOSED SPOT ELEVATION
  TP = TOP OF PAVEMENT
  TW = TOP OF WALK

N

SCALE: 1"= 20'
0 20' 30' 40'

- = PROPOSED CONCRETE (HEAVY)
- = PROPOSED CONCRETE (STANDARD)
- = PROPOSED LANDSCAPE
- = PROPOSED CONCRETE SIDEWALK

CALL JULIE TOLL FREE 1-800-892-0123

STAMP

JEREMY C. SCHNECK 062-057432 LICENSED PROFESSIONAL ENGINEER STATE OF ILLINOIS
LICENSE EXPIRES: 11/30/2021

REVISIONS

NO.	DATE	APPR.	DESCRIPTION

SCALE 1" = 20'
DRAWN BY LCH DATE 5/28/20
CHECKED BY JCS DATE 5/28/20

PROJECT

GERIG DRIVE APARTMENTS
LOT 132, AIRPORT PARK SUBD., 16TH ADD.
3216 GERIG DRIVE
CITY OF BLOOMINGTON, IL 61704
STORM SEWER MANAGEMENT PLAN

Land Engineers, LLC
2404 Greenwood Road, Bloomington, IL 61704
309-827-4393 fax: 309-827-4394
Design Firm No. 184-004822 Expires: 4/30/2021

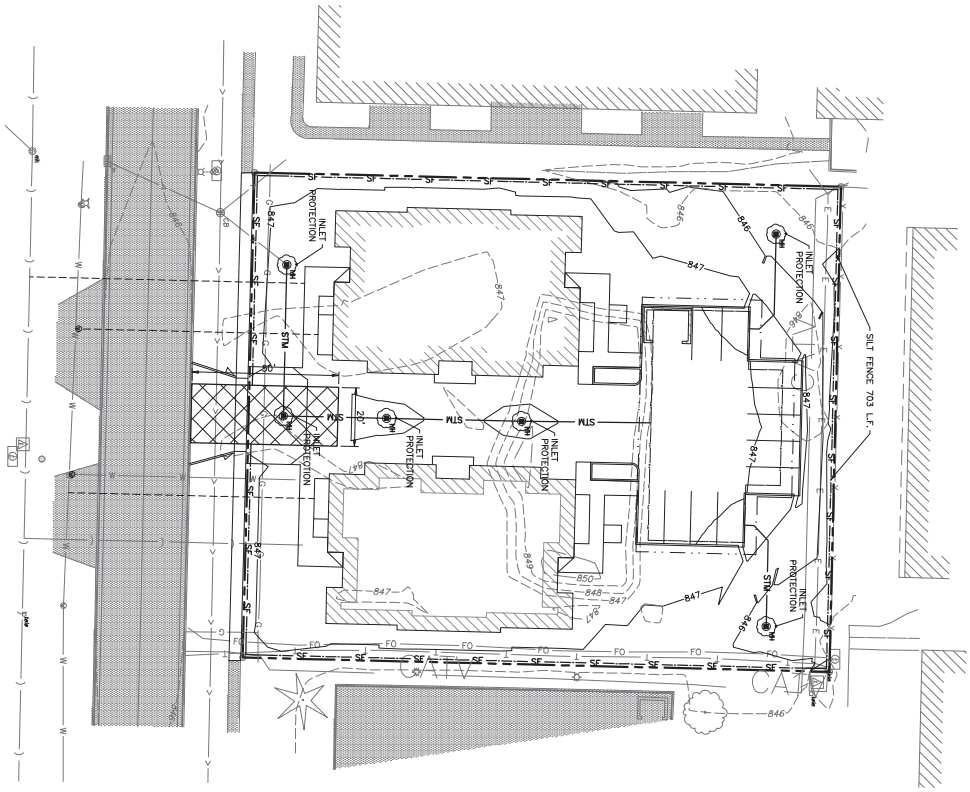
PROJECT NO. 016888

PLAN SET DATE

SHEET NUMBER C302

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LEGEND

- STORM MANHOLE
- WATER VALVE
- PROPOSED SANITARY SERVICE LINE
- PROPOSED STORM LINE
- PROPOSED WATER SERVICE LINE
- PROPOSED BUILDING
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- MAJOR CONTOUR LINE (5FT INTERVAL)
- MINOR CONTOUR LINE (1FT INTERVAL)
- = PROPOSED FLOOD ROUTE
- = PROPOSED SPOT ELEVATION TP = TOP OF PAVEMENT TW = TOP OF WALK
- = PROPOSED CONSTRUCTION ENTRANCE

SCALE: 0, 20', 30', 40' — 1" = 20'

N

CALL JULIE TOLL FREE 1-800-892-0123

SHEET NUMBER	C401
PLAN SET DATE	
PROJECT NO.	016888

Land Engineers, LLC
2404 Greyhound Road, Bloomington, IL 61704
309-827-4393 fax: 309-827-4394
Design Firm No. 184-004522 Expires: 4/30/2021

PROJECT

GERIG DRIVE APARTMENTS
LOT 132, AIRPORT PARK SUBD., 16TH ADD.
3216 GERIG DRIVE
CITY OF BLOOMINGTON, IL 61704
EROSION CONTROL PLAN

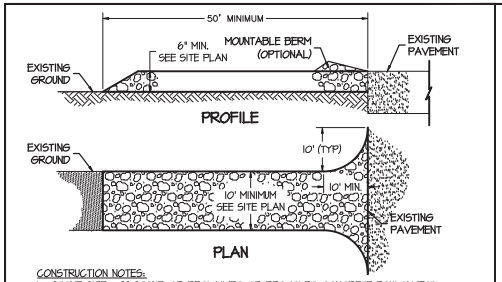
SCALE	1" = 20'
DRAWN BY	LCH
DATE	5/26/20
CHECKED BY	JCS
DATE	5/26/20

REVISIONS

NO.	DATE	APPR.	DESCRIPTION

STAMP

JEREMY C. SCHNECK
60432
LICENSED PROFESSIONAL ENGINEER
LICENSE EXPIRES: 11/30/2021

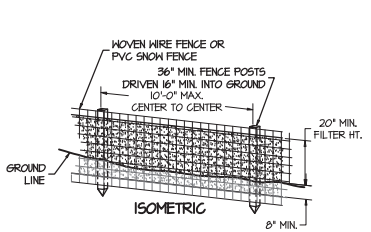


CONSTRUCTION NOTES:

1. STONE SIZE - 2" STONE, OR RECLAIMED OR RECYCLED CONCRETE EQUIVALENT.
2. LENGTH - AS REQUIRED, BUT NOT LESS THAN 50 FEET (EXCEPT ON A SINGLE RESIDENCE LOT WHERE A 30 FOOT MINIMUM LENGTH WOULD APPLY)
3. THICKNESS - NOT LESS THAN SIX (6) INCHES.
4. WIDTH - SEE SITE PLAN FOR WIDTH. 10' MINIMUM, BUT NOT LESS THAN THE FULL WIDTH AT POINTS WHERE INGRESS OR EGRESS OCCURS.
5. FILTER CLOTH - MIRAFI 600X OR EQUIVALENT WILL BE PLACED OVER THE ENTIRE AREA PRIOR TO PLACING STONE. FILTER WILL NOT BE REQUIRED ON A SINGLE FAMILY RESIDENCE LOT.
6. SURFACE WATER - ALL SURFACE WATER FLOWING OR DIVERTED TOWARD CONSTRUCTION ENTRANCES SHALL BE PIPED ACROSS THE ENTRANCE. IF PIPING IS IMPRACTICAL, A MOUNTABLE BERM WITH 5:1 SLOPES WILL BE PERMITTED.
7. MAINTENANCE - THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED, OR TRACKED ONTO PUBLIC RIGHT-OF-WAYS MUST BE REMOVED IMMEDIATELY.
8. WASHING - WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAYS. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH STONE AND WHICH DRAINS INTO AN APPROVED SEDIMENT TRAPPING DEVICE.
9. PERIODIC INSPECTION AND NEEDED MAINTENANCE SHALL BE PROVIDED AFTER EACH RAIN.

EROSION CONTROL - STABILIZED CONSTRUCTION ENTRANCE | A | C402

SCALE: NO SCALE



POSTS:
2" HARDWOOD OR STEEL "T" OR "U" TYPE.

FENCE:
WOVEN WIRE, 14½ GA., 6" MAX. MESH OPENING OR PVC SNOW FENCE.

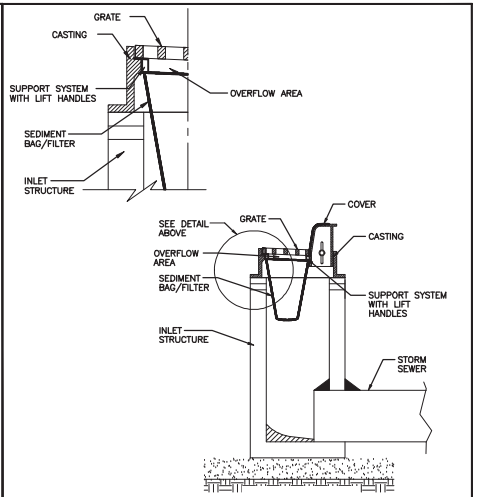
FILTER CLOTH:
GEOTEXTILE FABRIC PER SECTION 1080.02 I.D.O.T. "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION"

CONSTRUCTION NOTES:

1. WOVEN WIRE OR PVC FENCE SHALL BE FASTENED SECURELY TO FENCE POSTS WITH WIRE TIES OR STAPLES.
2. FILTER CLOTH SHALL BE FASTENED SECURELY TO FENCE WITH TIES SPACED EVERY 24" AT TOP AND MID SECTION.
3. FILTER FABRIC/CLOTH SHALL BE OVERLAPPED BY SIX INCHES AND FOLDED WHEN SECTIONS ADJOIN EACH OTHER.
4. MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIAL REMOVED WHEN "BULGES" DEVELOP IN SILT FENCE.
5. WHEN THE SILT FENCE CROSSES PAVED AREAS, UTILIZE SAND BAGS TO HOLD FILTER FABRIC TIGHTLY AGAINST PAVED SURFACE.

EROSION CONTROL - SILT FENCE | B | C402

SCALE: NO SCALE



STANDARD DWG. NO.
IUM-561D
SHEET 1 OF 1
DATE 01-11-11

INLET PROTECTION - PAVED AREAS - DROP-IN PROTECTION | C | C402

SCALE: NO SCALE

EROSION & SEDIMENT CONTROL NOTES:

1. GENERAL NOTES
   - A. Copies of the following Erosion Control Plan shall be kept on-site at all times. Any changes made to the plan must be noted, dated and installed by the contractor.
   - B. Other local, state or federal statutes or requirements which may affect the permit requirements for the project site:
     - i. NPDES construction storm water management discharge requirements.
     - ii. United States Army Corps of Engineers.
     - iii. Local sediment control ordinances. - Town of Normal Erosion Control Permit
     - iv. Hazardous waste concerns.
     - v. Protected species or historical preservation requirements.
   - C. Phasing of construction:
     - i. Call J.U.L.I.E. before construction begins.
     - ii. Notify sediment and erosion control inspector 24 hours prior to beginning construction.
     - iii. Install any storm drainage protection.
     - iv. Clear and stabilize construction access to the site.
     - v. Perform any clearing and grading requirements for the installation of perimeter control measures.
     - vi. Install all perimeter control measurers and then notify sediment and erosion control inspector to obtain approval before proceeding.
     - vii. Complete all necessary stockpiling, clearing and grading.
     - viii. Apply temporary or permanent stabilization measures immediately on all areas in which work may be delayed or is complete. Large areas shall not remain unprotected for more than seven (7) days.
     - ix. Install site utilities, construct building foundation and paved surfaces.
     - x. Complete final grading, stabilization and landscaping. When final landscaping and seeding maintains 70% coverage, notify sediment and erosion control inspector to obtain approval to remove sediment and erosion control measures.
2. TOPSOIL STRIPPING AND STOCKPILING
   - a. After all debris has been removed, topsoil shall be stripped and stockpiled in a predetermined area which does not interfere with existing or proposed drainage patterns.
   - b. Construct stabilized construction entrance(s) to minimize the deposition of sediment on adjacent roadways.
   - c. Silt fences or diversions directing runoff to temporary sediment basins shall be placed on the downhill side of areas disturbed by grading activities, to minimize silt from leaving the site.
   - d. All construction debris shall be kept away from ditches and streams to prevent runoff accumulation transporting debris downstream.
   - e. Silt fences shall be installed along the low side of the site where runoff from the construction activities would accumulate and leave the site or enter a ditch.
   - f. Silt traps or sediment basins shall be installed where shown on the plans or required by construction activities in accordance with the details shown on the plans to detain and filter runoff prior to discharge from the site.
   - g. Additional silt fencing should be installed around the stockpile to minimize silt transport off-site.
3. GRADING OPERATIONS
   - a. This is the critical time when sediment and erosion control measures must be consistently checked to ensure effectiveness. Measures should be repaired or replaced as often as necessary to meet the demands of the current site conditions.
   - b. Maintain previously installed sediment and erosion control measures as needed.
   - c. When a silt control measure is removed due to changing site conditions, it shall be immediately replaced with another measure of equal or greater effectiveness of sediment or erosion control.
   - d. Cut slopes shall be protected by the construction of swales at the top of the slopes to intercept runoff. Swales shall be protected with either straw bales, silt fences, etc. to minimize erosion and siltation.
   - e. Fill slopes shall be protected by the construction of berms at the top to prevent uncontrolled runoff draining down the face of the slope. Silt fences shall be placed at the toe of all fill slopes.
   - f. Final cut and fill slopes shall be covered with six (6") inches of topsoil, temporary seeded and mulched as soon as grading operations are complete.
   - g. Portions of the site which are graded to finished grade shall be covered with six (6") inches of topsoil, seeded and mulched as soon as grading is complete.
   - h. Storm sewer should be constructed as soon as possible in the construction sequence and concurrent to the grading operation whenever possible. Construction runoff should be directed to the storm sewer system as soon as possible.
4. STORM SEWER & UTILITY INSTALLATION
   - a. Completed after or concurrent with the Grading Operation Phase. Storm sewer should be installed and put into service as early in the construction sequence as possible.
   - b. Protect storm sewer inlets to prevent sediment from entering pipes.
   - c. Riprap as shown on the plans shall be installed as required to prevent the migration of sediment by velocity of runoff. Silt fence shall be utilized to prevent the deposition of silt in the riprap until final stabilization has been established.
   - d. Additional silt fence may be required to prevent erosion and siltation resulting from stockpiled excavation material from utility installation operations.
5. FINAL GRADING, PAVED SURFACE INSTALLATION AND LANDSCAPING
   - a. All sediment and erosion control measures installed in the previous phase(s) shall be maintained, modified or removed as required.
   - b. Silt traps around inlets shall be maintained, modified as necessary and removed when applicable.
   - c. All disturbed areas shall be covered with 6" of topsoil, seeded and mulched as soon as grading is complete.
6. INSPECTION AND MAINTENANCE INSTRUCTIONS
   - a. Disturbed areas of the construction site and areas used for storage of materials that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Erosion and sediment control measures identified in the plan shall be observed to ensure that they are functioning properly. Where discharge locations are accessible, they shall be inspected to determine if erosion control measures are effective in preventing significant impacts to receiving waters. Locations where vehicles enter or exit the site shall be inspected for evidence of off-site sediment tracking.
   - b. The contractor is required to maintain temporary erosion control measures in proper working order, including cleaning, repairing or replacing them throughout the work. Any necessary repairs shall be initiated within 24 hours of a reported failure or deficiency.
   - c. Maintain temporary and permanent erosion control measures in good working order by cleaning, repairing, replacement and sediment removal throughout the permit period. Cleaning of silt control devices shall be performed when the features have lost 50% of their capacity.
7. COMPLETION
   - a. Inspect the site to ensure that ground cover is complete and adequate. All areas should either be paved or have a minimum of 70% ground cover without apparent erosion.
   - b. When ground cover inspection is made and approved, all temporary structural erosion controls (silt fence, etc.) may be removed along with any accumulated silt and debris. All areas disturbed by the removal of the erosion control measures shall be fine graded, seeded and mulched as required.
   - c. If problems are uncovered during inspection, perform appropriate repairs and re-inspect prior to removal of erosion controls.
   - d. All existing and constructed storm sewers shall be inspected upon the removal or erosion and sediment controls. If there is any sediment and/or construction debris, Contractor shall clean structures and pipes.
8. MISCELLANEOUS
   - a. No fuel or oil shall be stored on-site without proper containment.
   - b. No oils or gas shall be dumped on-site.
   - c. A designated concrete wash-out area shall be identified on-site. Al affected soil and concrete spoils in this area shall be removed from the site upon completion of concrete placement activities.
   - d. Any non-storm discharges, including but not limited to fire hydrant flushing, etc. shall be prevented from allowing sediment transport in the storm sewer.
   - e. Any non-storm discharges that contain hazardous materials shall be prevented from entering the storm sewer system and collected and disposed of in an approved manner.

CALL JULIE TOLL FREE 1-800-892-0123

STAMP

JEFFREY C. SCHNECK 062432 LICENSED PROFESSIONAL ENGINEER
LICENSE EXPIRES 11/30/2021

REVISIONS

NO.	DATE	APPR.	DESCRIPTION
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SCALE 1" = 20'
DRAWN BY LCH DATE 4/29/20
CHECKED BY JCS DATE 4/29/20

PROJECT
GERIG DRIVE APARTMENTS
LOT 132, AIRPORT PARK SUBD., 16TH ADD.
3216 GERIG DRIVE
CITY OF BLOOMINGTON, IL 61704
EROSION CONTROL NOTES

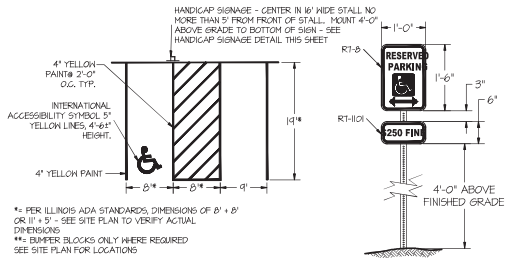
Land Engineers, LLC
2404 Grayhall | Bloomington, IL 61704
309-827-4393 fax: 309-827-4394
Design Firm No. 184-004822 Expires: 4/30/2021

PROJECT NO.
016888

PLAN SET DATE

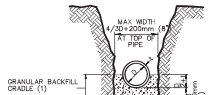
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C402

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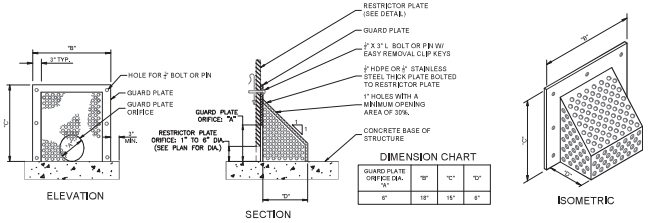
TYPICAL HANDICAP/STANDARD PARKING STALL DETAIL — A

SCALE: NO SCALE — C501



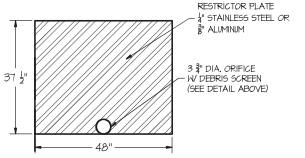
PIPE BEDDING & EXCAVATION DETAIL — C

SCALE: NONE — C501



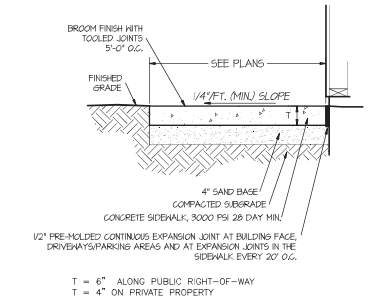
ORIFICE DEBRIS SCREEN DETAIL (1" TO 6" DIA. RESTRICTOR)

(N.T.S.)



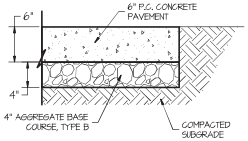
ORIFICE & WEIR DETAIL — F

SCALE: NONE — C501



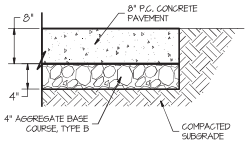
SIDEWALK DETAIL — B

SCALE: NO SCALE — C501



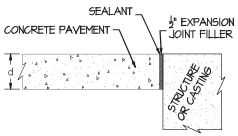
PCC PAVEMENT DETAIL - STANDARD DUTY — D

SCALE: NONE — C501



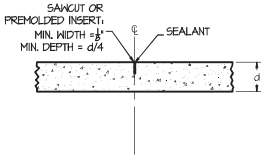
PCC PAVEMENT DETAIL - HEAVY DUTY — E

SCALE: NONE — C501



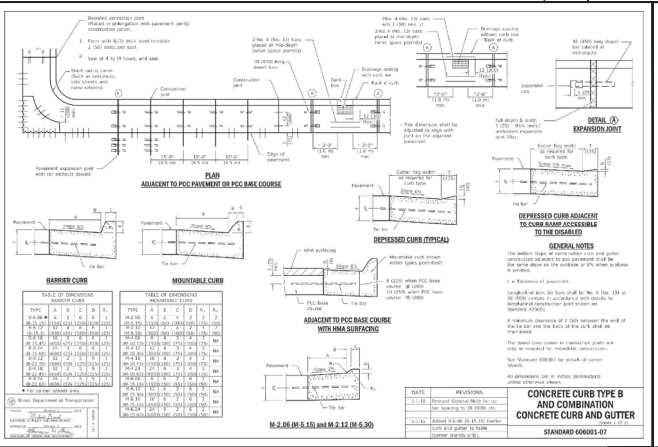
ISOLATION JOINT — G

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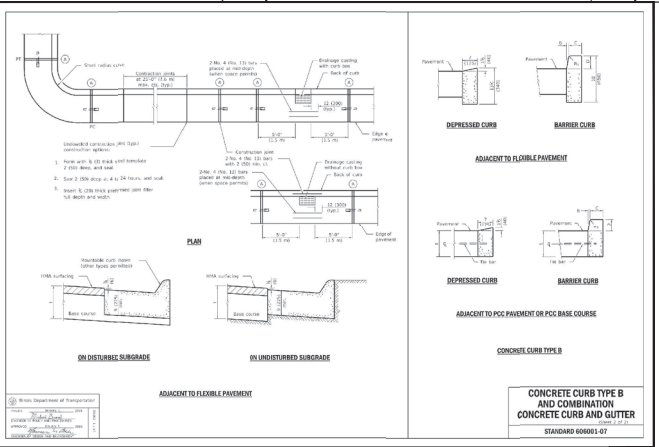


CONTROL JOINT — H

SCALE: NO SCALE — C501



I — C501



J — C501

REVISIONS

NO.	DATE	APPR.	DESCRIPTION

SCALE: 1" = N/A'
DRAWN BY: NPW — DATE: 4/29/20
CHECKED BY: JCS — DATE: 4/29/20

PROJECT

GERIG DRIVE APARTMENTS
LOT 132, AIRPORT PARK SUBD., 16TH ADD.
3216 GERIG DRIVE
CITY OF BLOOMINGTON, IL 61704
General Notes & Details

Land Engineers, LLC
2404 Glenwood Road, Bloomington, IL 61704
ph.: 309-827-4393 fax.: 309-827-4394
Design Firm No. 184-004522 Expires: 4/30/2021

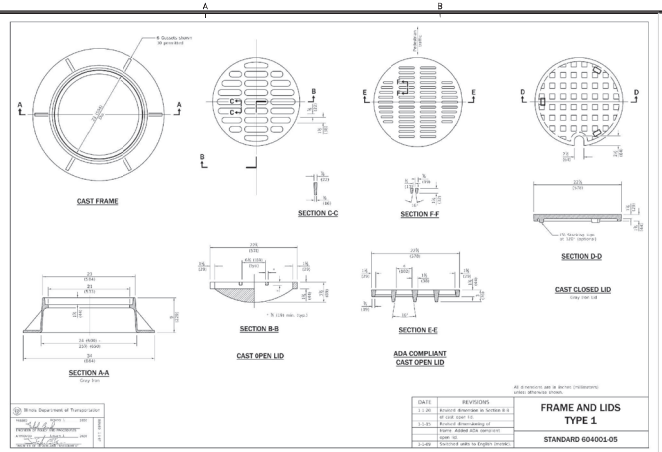
PROJECT NO. 016888

PLAN SET DATE

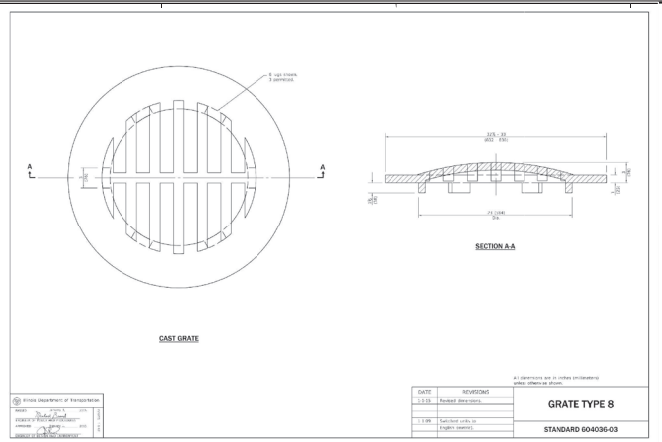
SHEET NUMBER C501

STAMP: STATE OF ILLINOIS — REGISTERED PROFESSIONAL ENGINEER — JOSEPH C. SCHMECK — LICENSE EXPIRES 11/30/2021

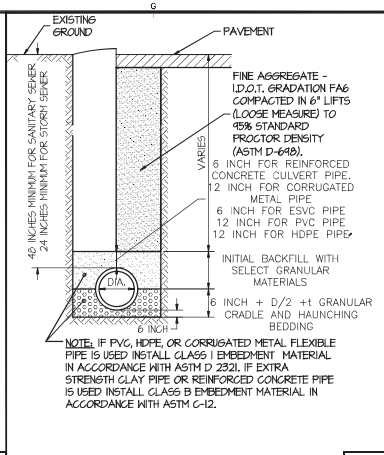
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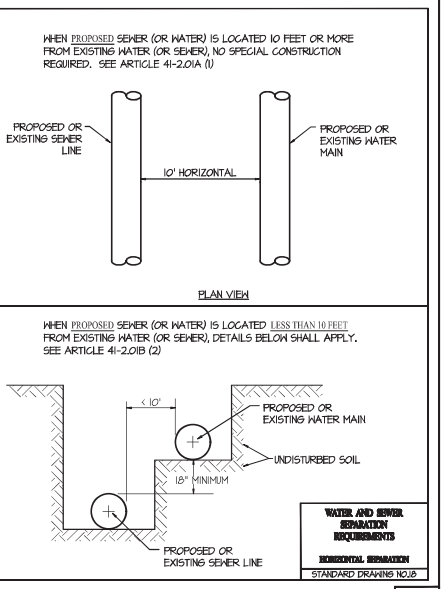
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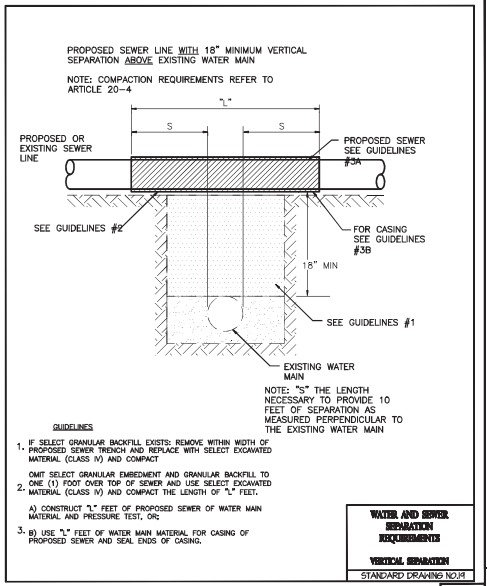
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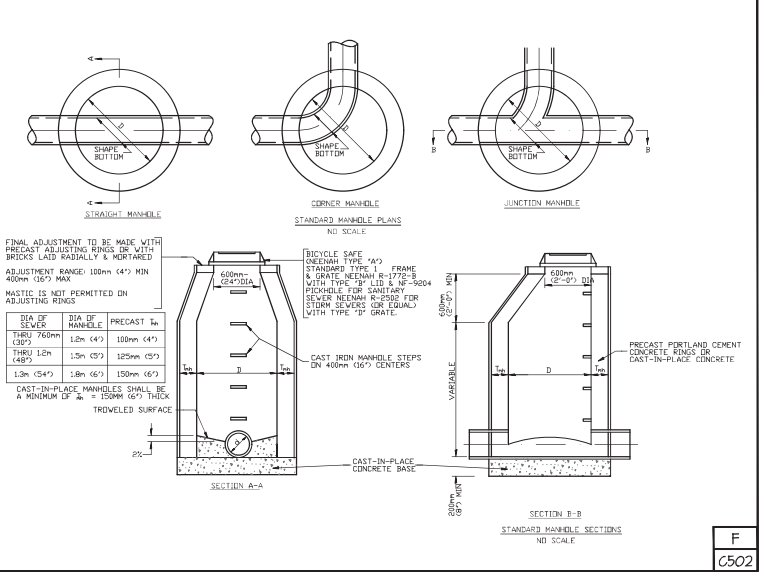
B
C502
SANITARY/STORM TRENCH DETAIL
SCALE: NO SCALE
C
C502



WATER AND SEWER SEPARATION REQUIREMENTS - HORIZONTAL SEPARATION
D
SCALE: NO SCALE
C502



WATER AND SEWER SEPARATION REQUIREMENTS - VERTICAL SEPARATION
E
SCALE: NO SCALE
C502



F
C502

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STAMP: JEFFREY C. SCHENCK, 062-057202, REGISTERED PROFESSIONAL ENGINEER, STATE OF ILLINOIS, LICENSE EXPIRES 11/30/2021

SCALE: 1" = N/A'
DRAWN BY: NPM DATE 4/29/20
CHECKED BY: JCS DATE 4/29/20

PROJECT
GERIG DRIVE APARTMENTS
LOT 132, AIRPORT PARK SUBD., 16TH ADD.
3216 GERIG DRIVE'
CITY OF BLOOMINGTON, IL 61704
GENERAL NOTES & DETAILS

Land Engineers, LLC
2404 Greenwood Road, Bloomington, IL 61704
309-827-4393 fax: 309-827-4394
Design Firm No. 184-004822 Expires: 4/30/2021

PROJECT NO.
016888

PLAN SET DATE

SHEET NUMBER
C502

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Regular Agenda

CASE PR-05-20 Public Hearing, review and action on a petition submitted by CIP, LLC and JODI BLOOMINGTON MF, LLC requesting a legislative site plan review and special use permit for a multiple-family residence at 3216 Gerig Drive, Bloomington, IL 61701, in the B-2 Local Commercial District. (Ward 3)

Chairperson Headean opened the public hearing and introduced the case. Ms. Weeks provided the staff report and staff's positive recommendation. She described the surrounding area and the site plan. She stated that the architect intends to provide bicycle parking and that the five on-street parking spaces allowed a two and a half space decrease of the required number of spaces. Ms. Weeks stated that the staff found the application to meet the standards for a special use permit and the standards for the legislative site plan review.

Mr. Paul Scharnett, Architect, spoke on behalf of the applicant and the application. Mr. Scharnett explained that the intention is to provide the requested items before council. Detention is proposed underground. Mr. Scharnett stated that the plans have been updated to show bicycle parking. There were no questions from the Commission.

No one, outside of the applicant, spoke in favor of the petition. Chairperson Haedean called for testimony against the application. Ms. Bree Jacobsen, representing the dental office at 3220 Gerig Drive was sworn. She explained that she is opposed to the project because of the additional traffic it will create. She had concerns about on-street parking and asked if it will be allowed as part of this development. She had questions about a parking study. She stated she is having issues with the current tenants parking in their parking lot and adding to the dumpster.

Ms. Weeks confirmed there is on-street parking on Gerig Drive. Ms. Simpson stated staff did not request a traffic study for this project since apartments will generate less traffic than other uses permitted by right, like a restaurant or a bar. Ms. Weeks explained there are ten units with one bedroom and two units with two bedrooms requiring a total number of 23 spaces, 5 bicycle parking spaces are also required. The applicant is providing 22 off-street spaces plus 10 bicycle spaces. Every 4 additional bicycle spaces count as 1 required parking space.

Chairperson Headean closed the public hearing at 4:40 p.m.

Commissioner Mohr made a motion, seconded by Commissioner Kriegar that the Commission adopt the finding of fact as presented by staff. There was discussion by the Board.

Commissioner Boyd asked if the Commission was interested in discussing the first standard, "that the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, comfort or general welfare" as it relates to the neighbor's concerns. Chairperson Headean stated she felt that the applicant was not responsible for the issues existing today and it seemed punitive to ask them to rectify conditions they were not responsible for. Commissioner Stanczak stated that he believes Standard 2, "that the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood" may relate to

the neighbor's concerns. Commissioner McCann stated she may be considering adding a condition to the special use permit. Ms. Weeks explained whether the parking and dumpsters were located.

Commissioner Mohr's motion resulted in the following roll call vote:

AYES: Muehleck; Krieger; Mohr; McCann; Danenberger; Chairperson Headean

NAYS: Stanczak; Boyd

Motion carried

Commissioner Stanczak made a motion, seconded by Commissioner Krieger, to recommend that the Council approve case PR-05-20 on a petition submitted by CIP, LLC and JODI BLOOMINGTON MF, LLC requesting a legislative site plan review and special use permit for a multiple-family residence at 3216 Gerig Drive, Bloomington, IL 61701, in the B-2 Local Commercial District, which resulted in the following:

AYES: Stanczak; Boyd; Muehleck; Krieger; McCann; Boyd; Mohr; Chairperson Headean

NAYS: none.

Motion carried

DRAFT

CONSENT AGENDA ITEM NO. 8.N

FOR COUNCIL: June 24, 2020

SPONSOR: Public Works Department

WARD IMPACTED: Ward 8

SUBJECT: Consideration and action on an Ordinance Approving the Final Plat of Club Carwash Subdivision for the Property at 2702 E. Oakland Ave. and Acceptance of the Pedestrian Easement, as requested by the Public Works Department.

RECOMMENDED MOTION:
The proposed Ordinance be approved.

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

BACKGROUND: Public Works is recommending the approval of an Ordinance approving the Final Plat of Club Carwash Subdivision. The subject subdivision is located north of Oakland Avenue, east of Veterans Parkway, and south of Eldorado Road. The proposed final plat combines two separate parcels into one, 1.16-acre lot in preparation for a proposed car wash. The proposed final plat also dedicates a pedestrian easement on the south east corner of the property to provide for sidewalk through a right-in-right-out entrance. The existing Parcel Identification Numbers (PINs) for the property being subdivided are 21-02-451-035 and 21-02-451-036.

The zoning in this area is B-1, General Commercial District. Approval of this final plat will facilitate the redevelopment of this vacant site and the construction of a new car wash. The proposed use is permitted in this zoning district. On February 10, 2020, City Council passed an Ordinance to approve the site plan for development of a carwash at this property. The plan was reviewed during a public hearing with the Planning Commission. The Commission recommended approval, with the condition that the entrance on Oakland Avenue be limited to a right-in-right-out only.

The petitioner has requested a waiver of preliminary plan. The plat qualifies for the expedited final plat process. The final plat complies with City engineering standards (Manual of Practice and Chapter 24 of City Code). City staff has no objections to the plat. This is a Tier 1 Infill Redevelopment priority area and the new development primarily utilizes existing city facilities and infrastructure.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this agenda item was initiated by a private entity working to develop a new site. Staff is recommending action and approval, since delay could negatively impact this

investment in our community. This project is expected to have little to no impact on City resources or finances.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Brock Oil Company.

FINANCIAL IMPACT: Brock Oil Company paid all survey and plat costs. Approval of the Final Plat will facilitate investment and redevelopment in vacant property, primarily utilizing existing infrastructure. The development could result in increased property tax revenues for the City. Additionally, the proposed development will improve access at a dangerous intersection.

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

Respectfully submitted for Council consideration.

Prepared by: Tony Meizelis, Civil Engineer I

Reviewed by:

Kevin Kothe, City Engineer 6/11/2020

Katie Simpson, City Planner 6/11/2020

Chris Tomerlin, Budget Manager 6/14/2020

George Boyle, Assistant Corporation Counsel 6/15/2020

Tara Henry, Legislative Assistant 6/18/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- PW 10B Ordinance and Legal Description_Club Carwash Subdivision Final Plat Ordinance 06222020
- PW 10C Final Plat_Club Carwash Subdivision Final Plat Ordinance 06222020
- PW 10D Owners Petition_Club Carwash Subdivision Final Plat Ordinance 06222020
- PW 10E County Clerks Certificate_Club Carwash Subdivision Final Plat Ordinance 06222020
- PW 10F Owners Certificate_Club Carwash Subdivision Final Plat Ordinance 06222020
- PW 10G School District Certificate_Club Carwash Subdivision Final Plat Ordinance 06222020
- PW 10H Final Plat Checklist_Club Carwash Subdivision Final Plat Ordinance 06222020
- PW 10I Plat Map_Club Carwash Subdivision Final Plat Ordinance 06222020
- PW 10J Tap On Memo_Club Carwash Subdivision Final Plat Ordinance 06222020
- PW 10K Request for Waiver of Preliminary Plan_Club Carwash Subdivision Final Plat Ordinance 06222020
- PW 10L Drainage Certificate_Club Carwash Subdivision Final Plat Ordinance 06222020

ORDINANCE NO. 2020 - __

AN ORDINANCE APPROVING THE FINAL PLAT OF CLUB CARWASH SUBDIVISION FOR THE PROPERTY AT 2702 E. OAKLAND AVE. AND ACCEPTANCE OF THE PEDESTRIAN EASEMENT

WHEREAS, there was heretofore filed with the Community Development Department of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of Club Carwash Subdivision dated June 5, 2020, legally described in Exhibit A, attached hereto and made a part hereof by this reference; and

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

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

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

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

SECTION 2. That the Final Plat of Club Carwash Subdivision, dated June 7, 2020 is hereby approved.

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

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

PASSED this 24th day of June 2020.

APPROVED this _____ day of June 2020.

CITY OF BLOOMINGTON

_____
Tari Renner, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION

A PART OF LOTS 1 AND 24 OF BLOCK 2 IN FIRST SUBDIVISION OF OAKLAND SUBURBAN HEIGHTS, AND VACATED ELDORADO ROAD LYING WEST AND ADJACENT TO SAID LOT 1 ALL BEING A PART OF THE S.E. 1/4 OF SECTION 2, T.23N., R.2E., OF THE 3RD P.M. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE N89°..38'-33^{11}W ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 60 FEET, MORE OR LESS, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF VETERANS PARKWAY, SAID POINT BEING THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE S02°-42'-33"E ALONG THE EAST RIGHT-OF-WAY LINE OF VETERANS PARKWAY, A DISTANCE OF 99.54 FEET; THENCE S51°-33'-07"E ALONG 1HE EAS1ERLY RIGHT-OF-WAY LINE OF VETERANS PARKWAY, A DISTANCE OF 135.29 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF OAKLAND AVE.; THENCE S89°-42'-15"E ALONG THE NORTH RIGHT-OF-WAY LINE OF OAKLAND AVE., A DISTANCE OF 198.63 FEET TO A POINT ON THE WEST LINE OF THE EAST 175 FEET OF SAID LOT 24; THENCE N02°-43'-14"W ALONG THE WEST LINE OF THE EAST 175 FEET OF SAID LOT 24, A DISTANCE OF 182.91 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 24; THENCE N89°-38'-33"W ALONG THE NORTH LINE OF SAID LOTS 1 AND 24, (SAID LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF ELDORADO ROAD), A DISTANCE OF 300.61 FEET TO THE POINT OF BEGINNING, SITUATE, LYING AND BEING IN THE COUNTY OF MCLEAN AND STATE OF ILLINOIS.

Existing PINs: 21-02-451-035 and 21-02-451-036.

CLUB CARWASH SUBDIVISION

BEING A PART OF LOTS 1 AND 2 IN FIRST SUBDIVISION OF OAKLAND SUBURBAN HEIGHTS, AND VACATED ELDORADO ROAD LYING WEST AND ADJACENT TO SAID LOT 1, ALL BEING A PART OF THE S.E. 1/4 OF SECTION 2, T.23N., R.2E. OF THE 3RD P.M.; McLEAN COUNTY, ILLINOIS

LEGAL DESCRIPTION

A PART OF LOTS 1 AND 24 OF BLOCK 2 IN FIRST SUBDIVISION OF OAKLAND SUBURBAN HEIGHTS, AND VACATED ELDORADO ROAD LYING WEST AND ADJACENT TO SAID LOT 1 ALL BEING A PART OF THE S.E. 1/4 OF SECTION 2, T.23N., R.2E., OF THE 3RD P.M. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE N89°-38'-33"W ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 60 FEET, MORE OR LESS, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF VETERANS PARKWAY, SAID POINT BEING THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE S02°-42'-33"E ALONG THE EAST RIGHT-OF-WAY LINE OF VETERANS PARKWAY, A DISTANCE OF 99.54 FEET; THENCE S51°-33'-07"E ALONG THE EASTERLY RIGHT-OF-WAY LINE OF VETERANS PARKWAY, A DISTANCE OF 135.29 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF OAKLAND AVE.; THENCE S89°-42'-15"E ALONG THE NORTH RIGHT-OF-WAY LINE OF OAKLAND AVE., A DISTANCE OF 198.63 FEET TO A POINT ON THE WEST LINE OF THE EAST 175 FEET OF SAID LOT 24; THENCE N02°-43'-14"W ALONG THE WEST LINE OF THE EAST 175 FEET OF SAID LOT 24, A DISTANCE OF 182.91 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 24; THENCE N89°-38'-33"W ALONG THE NORTH LINE OF SAID LOTS 1 AND 24, (SAID LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF ELDORADO ROAD), A DISTANCE OF 300.61 FEET TO THE POINT OF BEGINNING, SITUATE, LYING AND BEING IN THE COUNTY OF MCLEAN AND STATE OF ILLINOIS.

STATE OF)
COUNTY OF)

BROCK OIL COMPANY, INC. THE OWNER OF RECORD OF THE LAND SHOWN IN THE ATTACHED PLAT, DOES HEREBY CERTIFY THAT IT HAS CAUSED THE SURVEY, AND SUBDIVISION THEREOF TO BE KNOWN AS CLUB CARWASH SUBDIVISION IN THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS.. IT HEREBY DEDICATES THE SIDEWALK EASEMENT, SHOWN HEREON, TO THE CITY OF BLOOMINGTON FOR PUBLIC USE PURPOSES. ALSO, TO THE BEST OF ITS KNOWLEDGE, THE DESCRIBED PROPERTY IS LOCATED IN BLOOMINGTON SCHOOL DISTRICT NO. 87 IN WITNESS WHEREOF, THE UNDERSIGNED OWNER HAS CAUSED THIS CERTIFICATE TO BE EXECUTED THIS _____ DAY OF _____, A.D. 2020.

_____
BROCK OIL COMPANY, INC

STATE OF)
COUNTY OF)

I, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO IN THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION OF THIS STATEMENT AS HIS FREE AND VOLUNTARY ACT, GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, A.D. 2020.

_____
NOTARY PUBLIC

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, CITY CLERK OF SAID CITY, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND COMPLETE COPY OF AN ORIGINAL PLAT OF SURVEY PRESENTED, PASSED AND APPROVED AT A REGULAR MEETING OF SAID CITY COUNCIL HELD ON THE _____ DAY OF _____, 2020, BY AN AFFIRMATIVE VOTE OF THE MAJORITY OF ALL MEMBERS SELECTED TO SAID COUNCIL, THE VOTE HAVING BEEN TAKEN BY YEAS AND NAYS AND ENTERED ON THE RECORD OF THE PROCEEDINGS OF SAID COUNCIL.

WITNESS MY HAND AND SEAL OF SAID CITY OF BLOOMINGTON, THIS _____ DAY OF _____, A.D. 2020.

_____
CITY CLERK

CITY ENGINEER CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, _____ CITY ENGINEER FOR THE CITY OF BLOOMINGTON, ILLINOIS, DO HEREBY CERTIFY THAT THE PLAT AND LAND DESCRIBED THEREIN MEET THE MINIMUM REQUIREMENTS OF SAID CITY OUTLINED IN CHAPTER 24 OF THE BLOOMINGTON CITY CODE AND ARE DULY APPROVED THIS _____ DAY OF _____, A.D. 2020.

_____
CITY ENGINEER

STATE OF ILLINOIS)
COUNTY OF PEORIA)

WE, ZUMWALT & ASSOCIATES, INC., CIVIL ENGINEERS AND LAND SURVEYORS, DO HEREBY CERTIFY THAT WE HAVE SURVEYED AND PREPARED THE PLAT FOR CLUB CARWASH SUBDIVISION, BEING A PART OF LOT 1, AND PART OF LOT 24 OF BLOCK 2 IN FIRST SUBDIVISION OF OAKLAND SUBURBAN HEIGHTS, AND PART OF VACATED ELDORADO ROAD, BEING A PART OF THE S.E. 1/4 OF SECTION 2, T.23N., R.2E. OF THE 3RD P.M., MCLEAN COUNTY, ILLINOIS AS SHOWN AND DESCRIBED HEREON, WE FURTHER CERTIFY THAT THE ACCOMPANYING PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID PROPERTY AS DRAWN TO A SCALE OF 1" = 30' FEET.

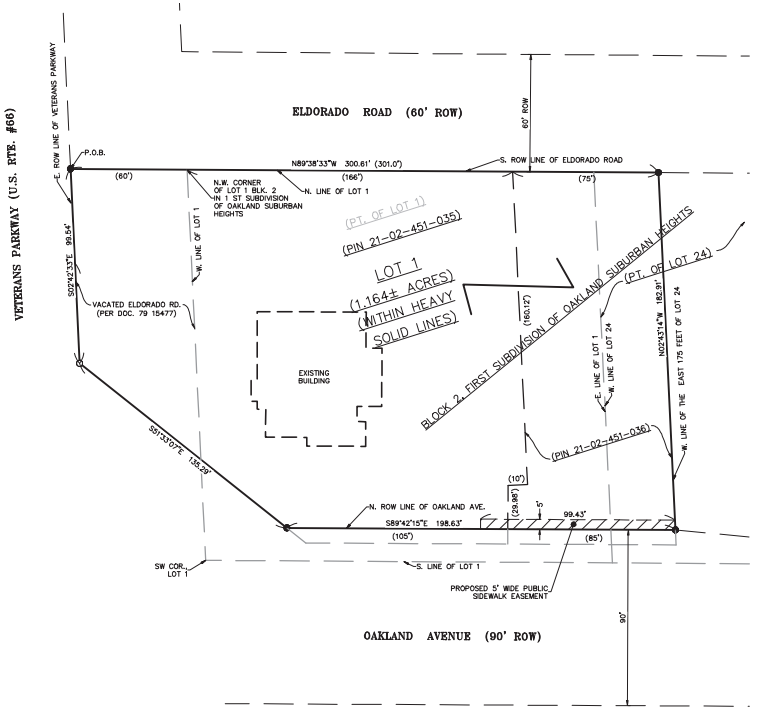
WE FURTHER CERTIFY THAT NO PART OF THIS PROPERTY IS LOCATED WITHIN A SPECIAL FLOOD HAZARD ZONE.

DATED THIS 5TH DAY OF JUNE, A.D. 2020.

ZUMWALT & ASSOCIATES, INC.

GARY R. ZUMWALT 2326 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS PEORIA, ILLINOIS

BY Gary R. Zumwalt
GARY R. ZUMWALT
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2326
LICENSE EXPIRATION DATE: 11-30-20



NOTES:

1. P.I.N.: 21-02-451-035 & PIN 21-02-451-036
2. ADDRESS: 2702 EAST OAKLAND AVENUE, BLOOMINGTON, ILLINOIS 61704
3. THE TOTAL AREA OF THE SUBJECT PROPERTY IS 1.164± ACRES.
4. THIS PLAT HAS BEEN PREPARED TO COMBINE PARCEL 21-02-451-035 AND PARCEL 21-02-451-036 INTO ONE (1) SINGLE OWNERSHIP LOT.
5. THE SUBJECT PROPERTY IS LOCATED WITHIN ZONE "X" (AREAS OF MINIMAL FLOOD HAZARD) AS SHOWN ON FLOOD INSURANCE RATE MAP NO. 17113C0502E, WITH AN EFFECTIVE DATE OF JULY 16, 2008.

LEGEND	
●	IRON SURVEY PIPE FOUND
O	IRON SURVEY PIPE SET
(301.0')	PREVIOUS PLATTED DISTANCE
300.61'	ACTUAL FIELD MEASUREMENT
P.O.B.	POINT OF BEGINNING
//////	PUBLIC SIDEWALK EASEMENT

30 0 30 60 90
SCALE : 1"=30'

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

JOB NO. 20,791

PETITION FOR APPROVAL OF FINAL PLAT

State of)

County of) ss.

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

Now comes Brock Oil Company, Inc.

hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A which is attached hereto and made a part hereof by this reference, and is a firm or corporation or the duly authorized agents of the above entity having proprietary interest in said premises;

2. That your petitioners seek approval of the Plat of Survey for the said premises to be known and described as: SEE ATTACHED LEGAL DESCRIPTION

3. That your petitioner also seeks approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960:

NONE

WHEREFORE, your petitioner respectfully prays that said Plat of Survey as submitted herewith be approved.

Respectfully submitted,

Brock Oil Company, Inc.

By: [redacted]

EXHIBIT "A"

LEGAL DESCRIPTION

A PART OF LOTS 1 AND 24 OF BLOCK 2 IN FIRST SUBDIVISION OF OAKLAND SUBURBAN HEIGHTS, AND VACATED ELDORADO ROAD LYING WEST AND ADJACENT TO SAID LOT 1 ALL BEING A PART OF THE S.E. 1/4 OF SECTION 2, T.23N., R.2E., OF THE 3RD P.M. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE N89°-38'-33"W ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 60 FEET, MORE OR LESS, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF VETERANS PARKWAY, SAID POINT BEING THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE S02°-42'-33"E ALONG THE EAST RIGHT-OF-WAY LINE OF VETERANS PARKWAY, A DISTANCE OF 99.54 FEET; THENCE S51°-33'-07"E ALONG THE EASTERLY RIGHT-OF-WAY LINE OF VETERANS PARKWAY, A DISTANCE OF 135.29 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF OAKLAND AVE.; THENCE S89°-42'-15"E ALONG THE NORTH RIGHT-OF-WAY LINE OF OAKLAND AVE., A DISTANCE OF 198.63 FEET TO A POINT ON THE WEST LINE OF THE EAST 175 FEET OF SAID LOT 24; THENCE N02°-43'-14"W ALONG THE WEST LINE OF THE EAST 175 FEET OF SAID LOT 24, A DISTANCE OF 182.91 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 24; THENCE N89°-38'-33"W ALONG THE NORTH LINE OF SAID LOTS 1 AND 24, (SAID LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF ELDORADO ROAD), A DISTANCE OF 300.61 FEET TO THE POINT OF BEGINNING, SITUATE, LYING AND BEING IN THE COUNTY OF MCLEAN AND STATE OF ILLINOIS.

PLAT OF SURVEY

PROPERTY BEING A PART OF LOTS 1 AND 2 IN FIRST SUBDIVISION OF OAKLAND SUBURBAN HEIGHTS, AND VACATED ELDORADO ROAD LYING WEST AND ADJACENT TO SAID LOT 1, ALL BEING A PART OF THE S.E. 1/4 OF SECTION 2, T.23N., R.2E. OF THE 3RD P.M.; MCLEAN COUNTY, ILLINOIS

LEGAL DESCRIPTION

A PART OF LOTS 1 AND 24 OF BLOCK 2 IN FIRST SUBDIVISION OF OAKLAND SUBURBAN HEIGHTS, AND VACATED ELDORADO ROAD LYING WEST AND ADJACENT TO SAID LOT 1 ALL BEING A PART OF THE SE. 1/4 OF SECTION 2, T.23N., R.2E., OF THE 3RD P.M. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE S89°-34'-10"E ALONG THE ACCEPTED EXTENSION OF THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 60 FEET, MORE OR LESS, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF VETERANS PARKWAY, SAID POINT BEING THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE S89°-34'-10"E ALONG THE EAST RIGHT-OF-WAY LINE OF VETERANS PARKWAY, A DISTANCE OF 104.84 FEET; THENCE S34°-32'-50"E ALONG THE CURVED RIGHT-OF-WAY LINE OF VETERANS PARKWAY, A DISTANCE OF 126.91 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF OAKLAND AVE.; THENCE S89°-34'-10"E ALONG THE NORTH RIGHT-OF-WAY LINE OF OAKLAND AVE., A DISTANCE OF 178.83 FEET TO A POINT ON THE WEST LINE OF THE EAST 175 FEET OF SAID LOT 24; THENCE N00°-42'-50"E ALONG THE WEST LINE OF THE EAST 175 FEET OF SAID LOT 24, A DISTANCE OF 160.81 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 24; THENCE N89°-34'-10"W ALONG THE NORTH LINE OF SAID LOTS 1 AND 24, SAID LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF ELDORADO ROAD, A DISTANCE OF 369.46 FEET TO THE POINT OF BEGINNING, SITUATE, LYING AND BEING IN THE COUNTY OF MCLEAN AND STATE OF ILLINOIS.

STATE OF)
COUNTY OF)

MACKIE M. ZUMWALT, INC., THE OWNER OF RECORD OF THE LAND SHOWN IN THE ATTACHED PLAT, HEREIN HEREBY AUTHORIZE AND ACKNOWLEDGE THE DEDICATION OF THE TRACT DESCRIBED IN THE ACCOMPANYING LEGAL DESCRIPTION, IT HEREBY DEDICATED THE EASEMENTS SHOWN HEREON, TO THE CITY OF BLOOMINGTON FOR PUBLIC USE PURPOSES. ALSO, IN WITNESS OF THE FOREGOING, THE UNDERSIGNED HAVE SUBSCRIBED THEIR NAMES AT BLOOMINGTON, ILLINOIS, DISTRICT NO. 87 THIS _____ DAY OF _____ A.D. 2020.

_____ 4/29/2020

STATE OF)
COUNTY OF)

I, _____, A NOTARY PUBLIC, IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO IN THE FOREGOING INSTRUMENT APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE SIGNED, SEALED, AND DELIVERED SAID INSTRUMENT AS HIS/HER FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH, INCLUDING THE RELEASE AND WAIVER OF THE RIGHT OF HOMESTEAD. GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____ A.D. 2020.

_____
NOTARY PUBLIC

OFFICIAL SEAL
JULIE L BAIRD
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES JUL. 11, 2023

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF MCLEAN } SS

I, CITY CLERK OF SAID CITY, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF AN ORIGINAL PLAT OF SURVEY PRESENTED, PASSED AND APPROVED AT A REGULAR MEETING OF SAID CITY COUNCIL HELD ON THE _____ DAY OF _____, 2020, BY AN AFFIRMATIVE VOTE OF THE MAJORITY OF ALL MEMBERS ELECTED TO SAID COUNCIL, THE VOTE HAVING BEEN TAKEN BY YEAS AND NAYS, AND ENTERED ON THE RECORD OF THE PROCEEDINGS OF SAID COUNCIL.

WITNESS MY HAND AND SEAL OF SAID CITY OF BLOOMINGTON, THIS _____ DAY OF _____, A.D. 2020.

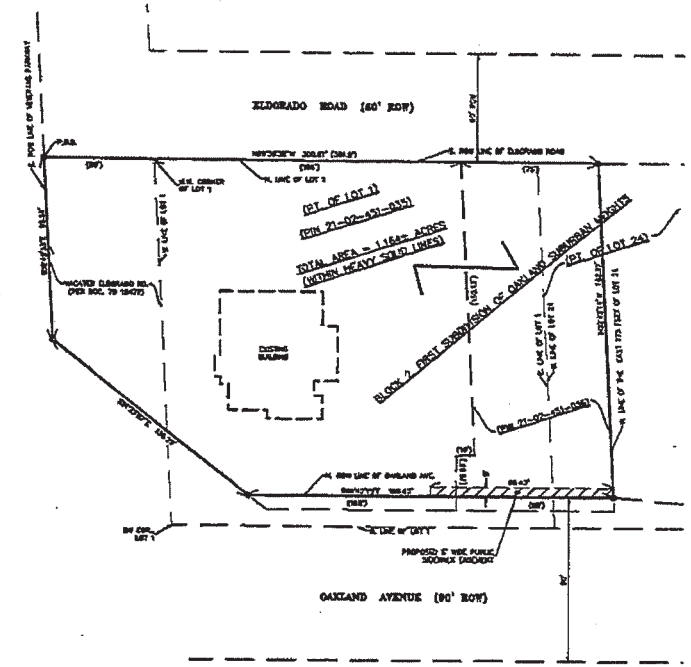
_____
CITY CLERK

CITY DIRECTORS' CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF MCLEAN } SS

I, _____, CITY DIRECTOR FOR THE CITY OF BLOOMINGTON, ILLINOIS, DO HEREBY CERTIFY THAT THE PLAT AND LAND DESCRIBED THEREON, KEYED TO THE HEREIN SUBDIVISION OF SAID CITY OVERLAID BY CHAPTER 24 OF THE BLOOMINGTON CITY CODE AND ARE DULY APPROVED THIS _____ DAY OF _____, A.D. 2020.

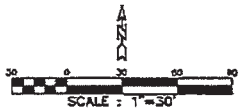
_____
CITY DIRECTOR



NOTES:

1. TOTAL PIN 21-02-451-035 & PIN 21-02-451-036.
2. ADDRESS: 2202 EAST OAKLAND AVENUE, BLOOMINGTON, ILLINOIS 61704
3. THE TOTAL AREA OF THE SURVEY PROPERTY IS 1.164± ACRES.
4. THIS PLAT WAS BOTH PREPARED IN DIGITAL FORMAT, 21-02-451-035 AND PARCEL 21-02-451-036 SITS ONE (1) SINGLE OWNERSHIP LOT.
5. THE SURVEY PROPERTY IS LOCATED WITHIN ZONE "X" (AREAS OF MINIMAL FLOOD HAZARD) AS SHOWN ON FLOOD INSURANCE RATE MAP NO. 17113C0035E, WITH AN EFFECTIVE DATE OF JULY 16, 2008.

LEGEND	
⊕	IRON SURVEY PIPE FOUND
○	IRON SURVEY PIPE SET
(XX.XX')	PREVIOUS PLATTED DISTANCE
XX.XX'	ACTUAL FIELD MEASUREMENT
P.O.B.	POINT OF BEGINNING
	PUBLIC SIDEWALK EASEMENT



STATE OF ILLINOIS)
COUNTY OF PEORIA)

WE, ZUMWALT & ASSOCIATES, INC., CIVIL ENGINEERS AND LAND SURVEYORS, DO HEREBY CERTIFY THAT WE HAVE SURVEYED A PART OF LOT 1, AND PART OF LOT 24 OF BLOCK 2 IN FIRST SUBDIVISION OF OAKLAND SUBURBAN HEIGHTS, AND PART OF VACATED ELDORADO ROAD, BEING A PART OF THE S.E. 1/4 OF SECTION 2, T.23N., R.2E. OF THE 3RD P.M., MCLEAN COUNTY, ILLINOIS AS SHOWN AND DESCRIBED HEREON, WE FURTHER CERTIFY THAT THE ACCOMPANYING PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID PROPERTY AS DRAWN TO A SCALE OF 1" = 30' FEET.

WE FURTHER CERTIFY THAT NO PART OF THIS PROPERTY IS LOCATED WITHIN A SPECIAL FLOOD HAZARD ZONE.

DATED THIS 19TH DAY OF MAY, A.D. 2020.

ZUMWALT & ASSOCIATES, INC.

BY: _____
GARY R. ZUMWALT
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2349
LICENSE EXPIRATION DATE: 11-30-20

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

	ZUMWALT & ASSOCIATES, INC.	PLAT OF SURVEY FOR CLUB CAR WASH OPERATING, LLC	1/1

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)

COUNTY OF MCLEAN) SS

I, Kathy Michael, County Clerk of McLean County, State of Illinois, do hereby certify that on the 21st day of May, 2020, there were no delinquent taxes unpaid, special assessments or delinquent special assessments against the tract of land shown on the plat attached to this certificate and described in the Certificates of the Surveyor attached hereto and to said plat.

(Tax ID numbers for these parcels: 21-02-451-035 and 21-02-451-036)

Kathy Michael

County Clerk, McLean County, Illinois

2702 East Oakland Ave.

Bloomington, Illinois 61704

OWNER'S CERTIFICATE

State of)
County of)

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, hereby certify that we are the owners of the premises embodied in the attached Plat of Club CarWash Subdivision to the City of Bloomington, McLean County, Illinois, and that we have caused said Plat to be made and that it is a true and correct Plat of Club CarWash Subdivision to the City of Bloomington, McLean County, Illinois by Registered Illinois Land Surveyor Number 2326; and we, the undersigned, hereby dedicate and set apart to the City of Bloomington a public sidewalk easement as shown on said Plat.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this 9 day of June, 2020.

By: [redacted]
Brock Oil Company, Inc.

State of Illinois)
County of McLean)

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

Given under my hand and notarial seal this 9th day of June, 2020.

Julie L Baird Notary Public

My commission expires 7/11/2023.

OFFICIAL SEAL
JULIE L BAIRD
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES JUL. 11, 2023

CLUB CARWASH SUBDIVISION

BEING A PART OF LOTS 1 AND 2 IN FIRST SUBDIVISION OF OAKLAND SUBURBAN HEIGHTS, AND VACATED ELDORADO ROAD LYING WEST AND ADJACENT TO SAID LOT 1, ALL BEING A PART OF THE S.E. 1/4 OF SECTION 2, T.23N., R.2E. OF THE 3RD P.M.; McLEAN COUNTY, ILLINOIS

LEGAL DESCRIPTION

A PART OF LOTS 1 AND 24 OF BLOCK 2 IN FIRST SUBDIVISION OF OAKLAND SUBURBAN HEIGHTS, AND VACATED ELDORADO ROAD LYING WEST AND ADJACENT TO SAID LOT 1 ALL BEING A PART OF THE S.E. 1/4 OF SECTION 2, T.23N., R.2E., OF THE 3RD P.M., MCLEAN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE S89°-38'-32"W ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 60 FEET, MORE OR LESS, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF VETERANS PARKWAY, SAID POINT BEING THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE S00°-42'-28"E ALONG THE EAST RIGHT-OF-WAY LINE OF VETERANS PARKWAY, A DISTANCE OF 69.84 FEET; THENCE S37°-52'-49"E ALONG THE EASTERLY RIGHT-OF-WAY LINE OF VETERANS PARKWAY, A DISTANCE OF 139.29 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF OAKLAND AVE.; THENCE N89°-17'-01"E ALONG THE NORTH RIGHT-OF-WAY LINE OF OAKLAND AVE., A DISTANCE OF 194.83 FEET TO A POINT ON THE WEST LINE OF THE EAST 175 FEET OF SAID LOT 24; THENCE N00°-42'-41"E ALONG THE WEST LINE OF THE EAST 175 FEET OF SAID LOT 24, A DISTANCE OF 169.29 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 24; THENCE N89°-38'-32"W ALONG THE NORTH LINE OF SAID LOTS 1 AND 24, SAID LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF ELDORADO ROAD, A DISTANCE OF 309.81 FEET TO THE POINT OF BEGINNING, SITUATE, LYING AND BEING IN THE COUNTY OF MCLEAN AND STATE OF ILLINOIS.

STATE OF)
COUNTY OF)

BROOK IN COMPANY, INC. THE OWNER OF RECORD OF THE LAND SHOWN IN THE ATTACHED PLAT, DOES HEREBY CERTIFY THAT IT HAS CAUSED THE SURVEY AND SUBDIVISION THEREOF TO BE KNOWN AS CLUB CARWASH SUBDIVISION IN THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS. IT HEREBY DEDICATES THE SIDEWALK EASEMENT, SHOWN HEREON, TO THE CITY OF BLOOMINGTON FOR PUBLIC USE PURPOSES. ALSO, TO THE BEST OF ITS KNOWLEDGE, THE DESCRIBED PROPERTY IS LOCATED IN BLOOMINGTON SCHOOL DISTRICT NO. 87 IN WITNESS WHEREOF, THE UNDERSIGNED OWNER HAS CAUSED THIS CERTIFICATE TO BE EXECUTED THIS _____ DAY OF _____ A.D. 2020.

BY: _____
BROOK IN COMPANY, INC.

STATE OF IL
COUNTY OF Mc Lean

I, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO IN THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION AND HIS STATEMENT AS HIS FREE AND VOLUNTARY ACT, GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____ A.D. 2020.

_____
NOTARY PUBLIC

OFFICIAL SEAL
JULIE L BAIRD
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES JUL. 11, 2023

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
) ss
COUNTY OF MCLEAN)

I, CITY CLERK OF SAID CITY, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND COMPLETE COPY OF AN ORIGINAL PLAT OF SURVEY PRESENTED, PASSED AND APPROVED AT A REGULAR MEETING OF SAID CITY COUNCIL HELD ON THE _____ DAY OF _____, 2020, BY AN AFFIRMATIVE VOTE OF THE MAJORITY OF ALL MEMBERS ELECTED TO SAID COUNCIL, THE VOTE HAVING BEEN TAKEN BY YEAS AND NAYS AND ENTERED ON THE RECORDS OF THE PROCEEDINGS OF SAID COUNCIL.

WITNESS MY HAND AND SEAL OF SAID CITY OF BLOOMINGTON, THIS _____ DAY OF _____, A.D. 2020.

_____
CITY CLERK

CITY ENGINEER CERTIFICATE

STATE OF ILLINOIS)
) ss
COUNTY OF MCLEAN)

I, _____ CITY ENGINEER FOR THE CITY OF BLOOMINGTON, ILLINOIS, DO HEREBY CERTIFY THAT THE PLAT AND LAND DESCRIBED THEREIN MEET THE SURVEY REQUIREMENTS OF SAID CITY OUTLINED IN CHAPTER 24 OF THE BLOOMINGTON CITY CODE, AND ARE DULY APPROVED THIS _____ DAY OF _____ A.D. 2020.

_____
CITY ENGINEER

STATE OF ILLINOIS
COUNTY OF PEORIA)

WE, ZUMWALT & ASSOCIATES, INC., CIVIL ENGINEERS AND LAND SURVEYORS, DO HEREBY CERTIFY THAT WE HAVE SURVEYED AND PREPARED THE PLAT FOR CLUB CARWASH SUBDIVISION, BEING A PART OF LOT 1, AND PART OF LOT 24 OF BLOCK 2 IN FIRST SUBDIVISION OF OAKLAND SUBURBAN HEIGHTS, AND PART OF VACATED ELDORADO ROAD, BEING A PART OF THE S.E. 1/4 OF SECTION 2, T.23N., R.2E. OF THE 3RD P.M., MCLEAN COUNTY, ILLINOIS, AS SHOWN AND DESCRIBED HEREON. WE FURTHER CERTIFY THAT THE ACCOMPANYING PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID PROPERTY AS DRAWN TO A SCALE OF 1" = 30' FEET.

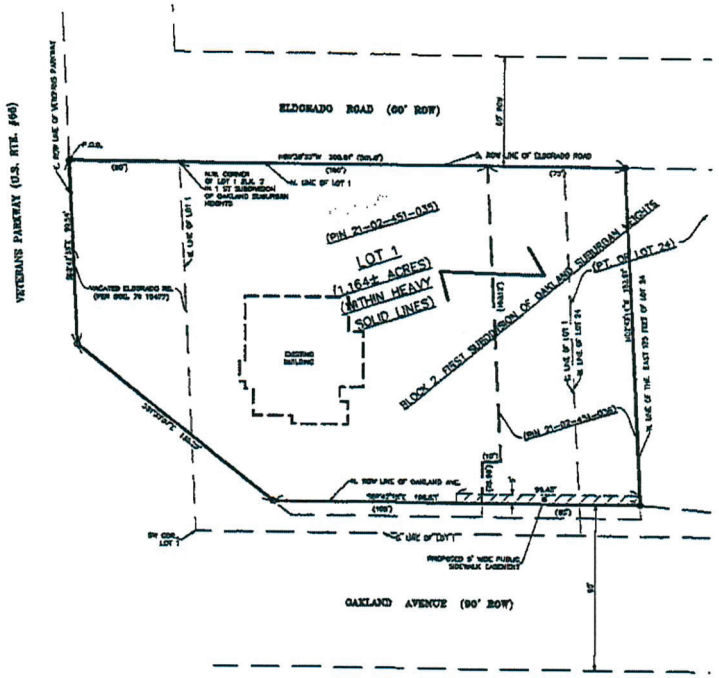
WE FURTHER CERTIFY THAT NO PART OF THIS PROPERTY IS LOCATED WITHIN A SPECIAL FLOOD HAZARD ZONE.

DATED THIS 5TH DAY OF JUNE, A.D. 2020.

ZUMWALT & ASSOCIATES, INC.

BY: _____
GARY R. ZUMWALT
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2339
LICENCE EXPIRATION DATE: 11-30-20

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.



NOTES:

1. P.I.N.s 21-02-451-035 & PIN 21-02-451-036
2. ADDRESS: 2702 EAST OAKLAND AVENUE, BLOOMINGTON, ILLINOIS 61704
3. THE TOTAL AREA OF THE SUBJECT PROPERTY IS 1.1646 ACRES.
4. THIS PLAT HAS BEEN PREPARED TO COMBINE PARCEL 21-02-26-426 AND PARCEL 21-02-451-036 INTO ONE (1) SINGLE OWNERSHIP LOT.
5. THE SUBJECT PROPERTY IS LOCATED WITHIN ZONE "X" (AREAS OF MINIMAL FLOOD HAZARD) AS SHOWN ON FLOOD INSURANCE RATE MAP NO. 17113C0080C, WITH AN EFFECTIVE DATE OF JULY 16, 2008.

LEGEND	
●	IRON SURVEY PIPE FOUND
○	IRON SURVEY PIPE SET
(DIM.-D')	PREVIOUS PLATTED DISTANCE
205.81'	ACTUAL FIELD MEASUREMENT
P.O.B.	POINT OF BEGINNING
	PUBLIC SIDEWALK EASEMENT

SCALE : 1" = 30'

SCHOOL DISTRICT CERTIFICATE

THIS IS TO CERTIFY THAT Greg Brack-Bank of Il Co IS OWNER OF THE PROPERTY HEREIN DESCRIBED IN THE SURVEYOR'S CERTIFICATE, WHICH WILL BE KNOWN AS CLUB CARWASH SUBDIVISION, TO THE BEST OF MY KNOWLEDGE, IS LOCATED WITHIN THE BOUNDARIES OF BLOOMINGTON SCHOOL DISTRICT NO. 87 IN McLEAN COUNTY, ILLINOIS.

DATED THIS 9 DAY OF June, 2020.

[redacted]

OWNER

STATE OF
COUNTY OF

I, , A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT , PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FORGOING OWNERS' STATEMENT APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION OF THIS STATEMENT AS HIS /HER FREE AND VOLUNTARY ACT.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 9th DAY OF June, 2020.

Julie L. Baird

OFFICIAL SEAL
JULIE L BAIRD
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES JUL. 11, 2023

NOTARY PUBLIC

Club Car Wash Final Plat

Date Prepared: 6/4/2020

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

City of Bloomington Illinois

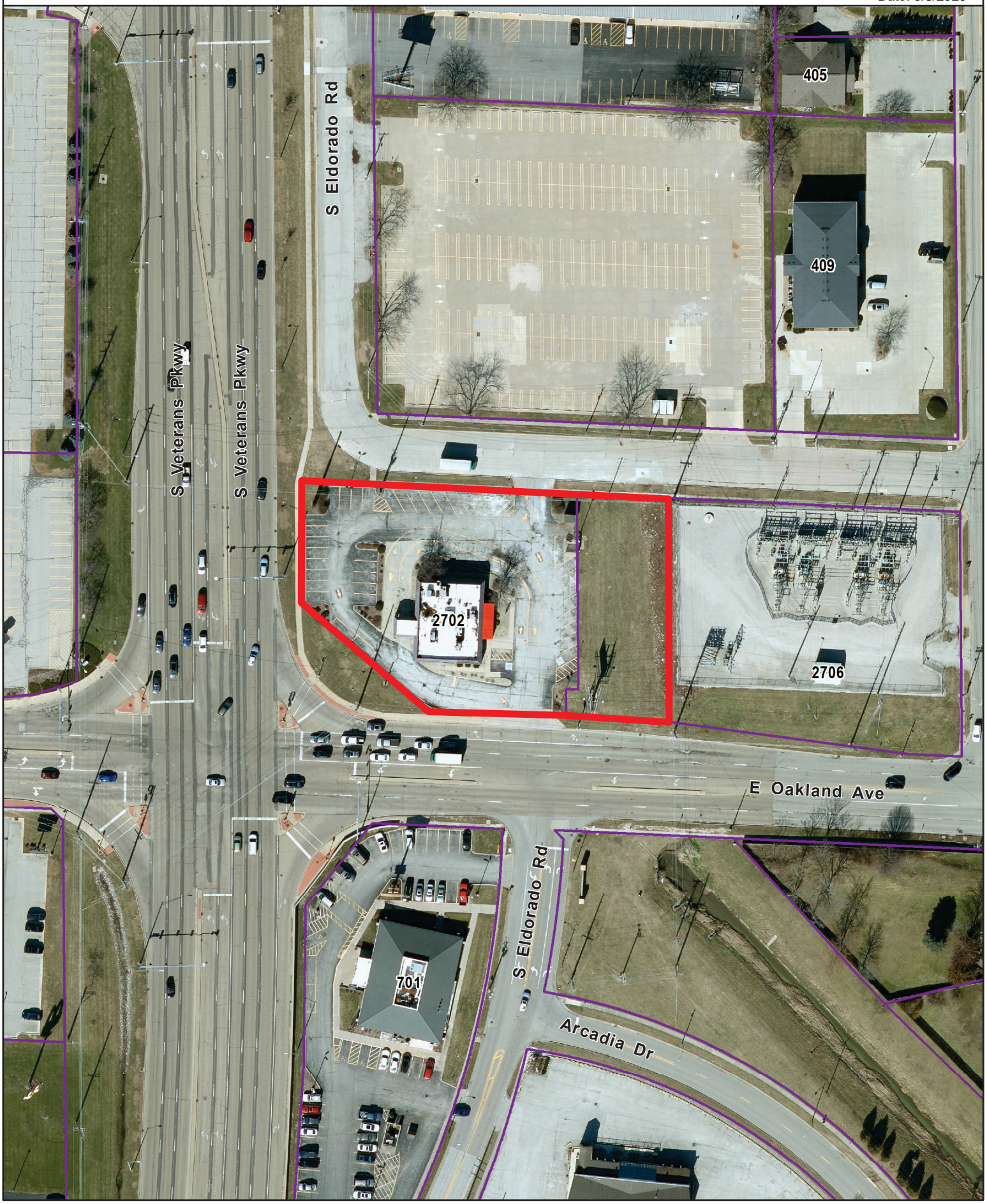
Public Works Department

Club Carwash Subdivision
Final Plat Map

0 90 180

Feet

Date: 6/8/2020



CITY OF Bloomington ILLINOIS
PUBLIC WORKS DEPARTMENT

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

MEMORANDUM

June 4, 2020

To: Katie Simpson, City Planner
From: Anthony J. Meizelis, P.E.
Subject: Club Carwash Subdivision Final Plat
Performance Guarantees and Tap-On Fees

The following are the Performance Guarantee and Tap On fees required from the developer before releasing for recording the final plat: Club Carwash Subdivision. The final plat will be considered for approval by the City Council at the June 22, 2020 meeting.

A. Performance Guarantee:

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

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

B: Tap-On Fees:

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

C: Guarantee Substandard Street Improvement:

There are no Substandard Street Improvement guarantees required.

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

Waiver of preliminary plan

Pursuant to Chapter 24, Section 3.5 F2 of the Bloomington City Code, 1960 as amended, the following serves as a written request to waive the subdivision requirements and process the petition for a Final plat of Club CarWash Subdivision and to process

said plat as an expedited final plat submission.

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

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

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

Respectfully,

[redacted]

Owner

6-9-2020

Date

DRAINAGE STATEMENT

ERIC KIRCHNER, Registered Professional Engineer, and Greg Brock being the Owner of the premises heretofore platted by Gary R. Zumwalt, Illinois Professional Land Surveyor No. 2326 to be and become Club CarWash Subdivision to

the City of Bloomington, McLean County, Illinois do hereby certify that to the best of their knowledge and belief the drainage of surface waters will not be changed by the construction of said subdivision or planned unit development, or any part thereof, or that if such surface water drainage will be changed, reasonable provisions have been made for collection and diversion of such surface waters into public areas or drains which the Owner has a right to use and that such surface waters will be planned for in accordance with generally accepted Engineering practices so as to reduce the likelihood of damage to the adjoining property because of the construction of the subdivision or planned unit development.

I further certify that no portions of the subdivision are within the special flood hazard area as Identified by the Federal Emergency Management Agency.

Registered Professional Engineer

Owner:

[redacted]

Greg Brock / Brock Bldg. Co.

CONSENT AGENDA ITEM NO. 8.O

FOR COUNCIL: June 24, 2020

SPONSOR: Community Development Department

WARD IMPACTED: Ward 7

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

RECOMMENDED MOTION:
The proposed Ordinance be approved.

STRATEGIC PLAN LINK:
-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:
-Objective 4d. Improved neighborhood infrastructure
-Objective 4a. Residents feeling safe in their homes and neighborhoods

BACKGROUND: The applicant, Eastview Christian Church, submitted a request for a special use permit to allow for the expansion of a place of worship in the R-1C Single Family Residential District. On May 15, 2018, Eastview Christian Church purchased the property at 401 W. Union Street from Crosswinds Community Church. Eastview Christian Church plans to reconstruct and enlarge the parking lot to provide more parking for programs at the church. The City ordinance requires that all off-street parking for nonresidential uses be located on the same lot as the use. Eastview Christian Church purchased the property at 1301 N. Lee and has a contract to purchase the properties at 1306 N. Lee Street. The Church intends on demolishing the single-family structures to install the additional parking. Further, this special use application was submitted in conjunction with a request to vacate the north-south alley, approved by City Council on May 26, 2020, to allow for the expansion of a parking area that serves the existing facility at 401 W. Union Street. After action on this special use permit, the Church will consolidate the vacated alley and contiguous lots under common ownership into one parcel to become compliant with the ordinance.

Although adding additional spaces, the Church will still be 12 spaces short of the minimum required parking. The Zoning Board of Appeals voted to approve a variance to reduce the amount of parking required. The variance would apply if the special use application is approved. The proposed parking lot will allow for reduced on-street congestion, better drop-off queuing and circulation, as well as provide additional landscaping and storm-water management for the neighborhood. The Zoning Board of Appeals held a public hearing on the special use application. Two members of the board recused themselves from the hearing; however, one member who recused himself also lives next door. That member provided testimony and expressed concerns regarding the use of the east/west alley north of the property. The Board unanimously voted to add a condition to the special use permit that all church-related activities should take place on the church property at 401 W. Union Street,

with the exception of deliveries to the property, to decrease congestion in the east/west alley. The Church was agreeable to the condition. Information from the meeting, including the special use application, staff report and site and landscaping plans, is available online at https://www.cityblm.org/Home/ShowDocument?id=24538.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this agenda item was initiated by a private entity working to redevelop an existing site. Staff is recommending action and approval, since delay could negatively impact this investment in our community.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Bloomington Zoning Board of Appeals held a public hearing on the application on May 20, 2020. The public hearing was originally scheduled for April 15, 2020 but was continued due to a lack of quorum. Notice of the hearing was published in *The Pantagraph* on March 30, 2020 and courtesy notices were mailed to 106 adjacent property owners. A large metal notification sign was placed on the property. Two members of the board abstained from the public hearing; however, one member lived adjacent to the church and spoke against the petition expressing concerns about congestion on the east/west alley north of the subject property. Six people, including the applicant, spoke in favor of the petition. The Zoning Board of Appeals voted 4-0 to recommend approval of the special use permit with the condition that all church related activities take place on the church owned property at 401 W. Union Street. The recommendation is consistent with the staff recommendation.

FINANCIAL IMPACT: The special use permit will allow for the expansion of a tax-exempt use, and the conversion of taxable properties to tax-exempt. The City may see a loss of property tax revenues due to the tax-exempt status of the organization. However, the church provides additional benefits to the community, including operating after-school programs and a food pantry. The investment in improved parking lot and landscaping could improve the overall aesthetics of the neighborhood. These intangible benefits should be balanced against the financial impact on property taxes.

COMMUNITY DEVELOPMENT IMPACT: Goal N-1 Ensure compact development of the City through denser, mixed-use developments and reinvestment in the established older neighborhoods. Objective N-1.2 Prioritize, with urgency, the revitalization of the neighborhoods in the Regeneration area. Action N-1.2i. Recognize the importance of programming to create a sense of community within the neighborhood and support organizations that offer such programs.

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by:



Katie Simpson, City Planner 6/12/2020



Robert G. Mahrt, Community Development Director 6/16/2020



Chris Tomerlin, Budget Manager 6/16/2020

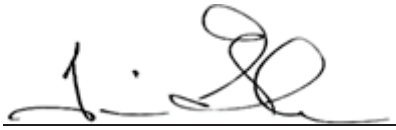
George Boyle

George Boyle, Assistant Corporation Counsel 6/16/2020



Tara Henry, Legislative Assistant 6/16/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- CD 1B Ordinance 401 W Union_Place of Worship
- CD 1C Exhibit B 401 W Union_Place of Worship
- CD 1D 5.20.20 DRAFT Minutes ZBA

ORDINANCE NO. 2020 - ___

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR THE EXPANSION OF A PLACE OF WORSHIP IN THE R-1C SINGLE FAMILY RESIDENTIAL DISTRICT, FOR PROPERTY LOCATED AT 401 W. UNION STREET

WHEREAS, there was heretofore filed with the Community Development Department of the City of Bloomington, McLean County, Illinois, a petition and site plan requesting a Special Use Permit for the expansion of a place of worship in the R-1C Single Family Residential District for certain premises hereinafter described in Exhibit(s) A and an application for a variance requesting a 12 space reduction in required parking; and

WHEREAS, the Bloomington Board of Zoning Appeals, after proper notice was given, conducted a public hearing on said petition; and

WHEREAS, upon reviewing testimony received during the public hearing, the Zoning Board of Appeals, after said public hearing, voted to add a condition to the special use permit that all activities pertaining to the church should be conducted on the church property at 401 W. Union Street, with the exception of deliveries to the property; and,

WHEREAS, the Bloomington Zoning Board of Appeals, made findings of fact that such Special Use as illustrated in the Site and Landscape Plans hereinafter described in Exhibit B, complied with the standards for granting such special use after applying the aforementioned recommended condition, specifically:

1.) The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, comfort or general welfare;
2.) That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
3.) That the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the zoning district;
4.) That adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided;
5.) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets;
6.) That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located.

WHEREAS, the Bloomington Board of Zoning Appeals, also voted to approve the requested variance also denoted on Exhibit B.

WHEREAS the City Council of the City of Bloomington has the power to pass this Ordinance and grant this special use permit with the recommended conditions.

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

1. That the Special Use Permit for the expansion of a place of worship for the property at 401 W Union Street, legally described in Exhibit A and depicted in Exhibit(s) B, be approved with the following condition:

   a. That all operations of the church occur on the church property located at 401 W. Union St, with the exception of deliveries to the property.

2. That the City approve a variance for a 12-space reduction in required parking.

3. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 24th day of June 2020.

APPROVED this _____ day of June 2020.

CITY OF BLOOMINGTON

_____
Tari Renner, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

Exhibit A
"Legal Description"

Lots 6,7,8 and 9 in Wesleyan Subdivision of Seminary Block in Major's Seminary Addition to the City of Bloomington in McLean County, Illinois

PARKING SUMMARY		
	EXISTING	PROPOSED
REGULAR SPACE	20	54
ACCESSIBLE SPACE	1	3
TOTAL PARKING SPACES	21	57
ON STREET SPACES		19
BICYCLE SPACES		5

BENCHMARKS

ELEVATIONS REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988, 2009 ADJUSTMENT AS ESTABLISHED FROM GPS OBSERVATION.

BM #208 TOP NUT ON FIRE HYDRANT, NE CORNER OF LEE ST. & UNION ST., ELEVATION: 785.58 FEET.

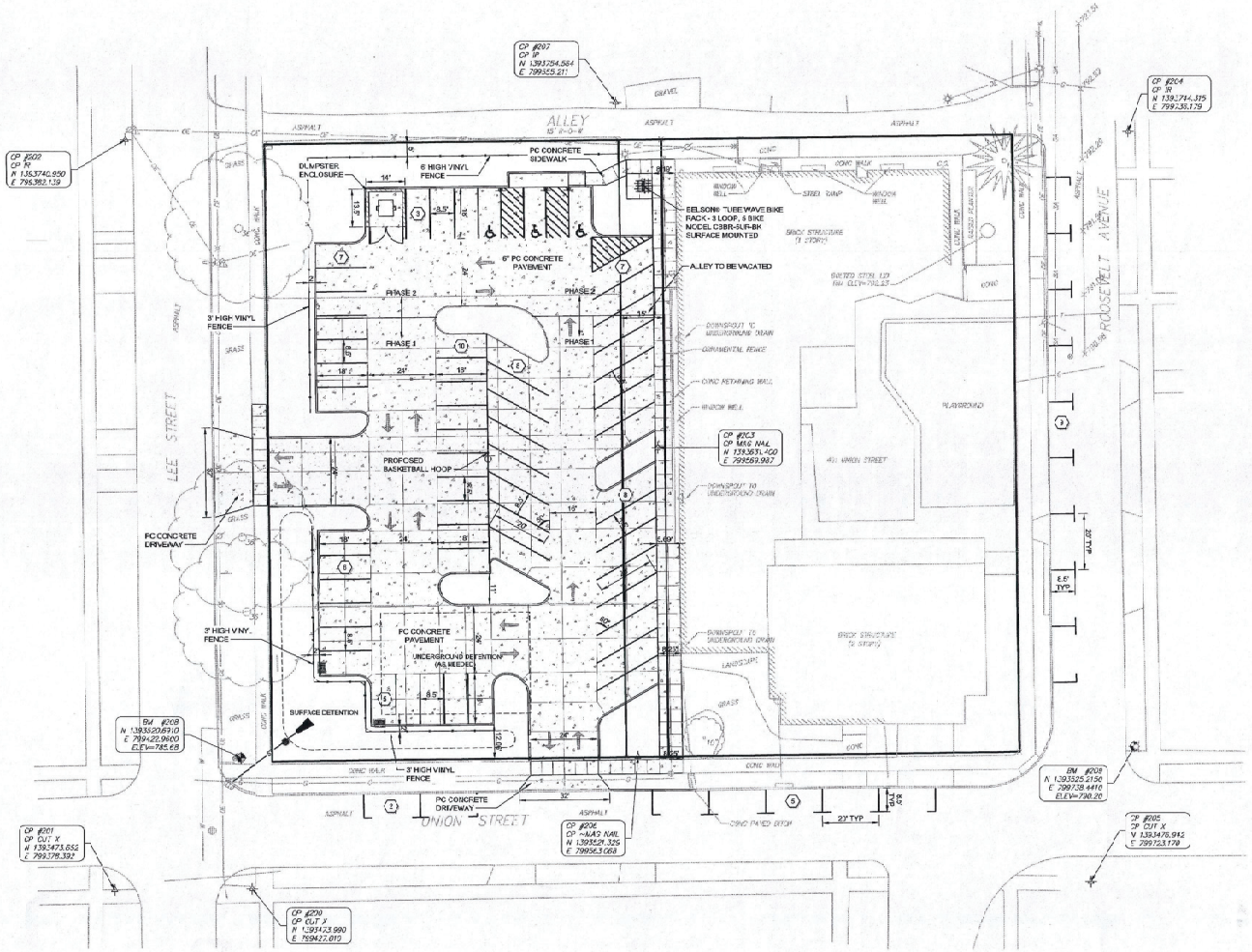
BM #209 TOP NUT ON FIRE HYDRANT, NE CORNER OF ROOSEVELT AVE. & UNION ST., ELEVATION: 790.30 FEET.

OWNER AND ENGINEER

EASTVIEW CHURCH 401 UNION STREET BLOOMINGTON, ILLINOIS 61701	FARNSWORTH GROUP, INC 2709 McGRAW DRIVE BLOOMINGTON, ILLINOIS 61704 (309) 663-8435

OWNER'S CONTACT

JOHN MOSES P.J. HOERR, INC. 117 MERLE LANE #5429 NORMAL, IL 61761	PATRICK O'ROURKE ATTORNEY - ALLIANCE LAND TITLE 2304 STERN DR. BLOOMINGTON, IL 61704 309.664.2224



1 SITE PLAN
SCALE: 1"=20'

0 10 20 40
U.S. SURVEY FEET

NORTH

Farnsworth GROUP
2709 McGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435 / info@f-w.com
www.f-w.com
Engineers | Architects | Surveyors | Scientists

ISSUE:

#	DATE:	DESCRIPTION:

Preliminary
NOT FOR CONSTRUCTION

PROJECT:
PJ Hoerr

Eastview Church - Bloomington Church Parking Improvements

Section 33 T 24 N, R 2 E, 3RD PM

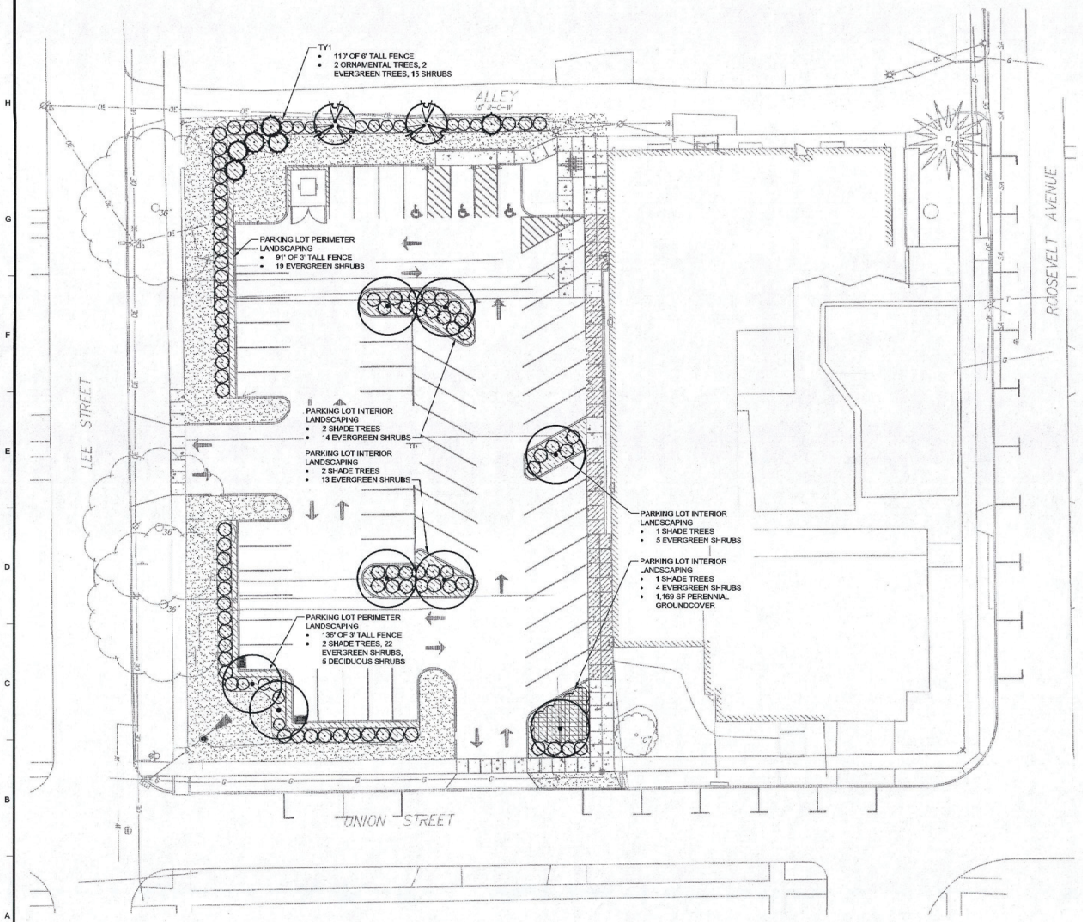
401 Union Street
Bloomington, IL 61701

DATE:	03/17/2020
DESIGNED:	CME
DRAWN:	CME
REVIEWED:	JMG
FIELD BOOK NO.:	BMI3218

SHEET TITLE:
SITE PLAN FOR SPECIAL USE PERMIT

SHEET NUMBER:
1

PROJECT NO.: 0191138.00



1 **LANDSCAPE PLAN**
SCALE: 1"=20'

0 10 20 40
U.S. SURVEY FEET
NORTH

CONCEPT PLANT SCHEDULE

SHADE TREE	-	8
EVERGREEN TREE	-	6
ORNAMENTAL TREE	-	2
EVERGREEN SHRUB	-	27
DECIDUOUS SHRUB	-	34
SHREDDED HARDWOOD MULCH, 3" DEPTH	-	3,790 sf
TURF - SEED	-	7,377 sf
PERENNIAL/GRASSES	-	1,169 sf

Farnsworth GROUP
2709 McGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435 / info@f-w.com
www.f-w.com
Engineers | Architects | Surveyors | Scientists

ISSUE:

#	DATE:	DESCRIPTION:

Preliminary
NOT FOR CONSTRUCTION

PROJECT:
PJ Hoerr

Eastview Church - Bloomington Church Parking Improvements

Section 33, T 24 N, R 2 E, 3RD PM

401 Union Street
Bloomington, IL 61701

DATE:	05/17/2020
DESIGNED:	MAB
DRAWN:	MAB
REVIEWED	JLH
FIELD BOOK NO.:	---

SHEET TITLE:
LANDSCAPE PLAN

SHEET NUMBER:
L1.1

PROJECT NO.: 0191136.00

REGULAR AGENDA: Those who wished to testify or comment remotely regarding a public hearing listed on the regular agenda must have registered at https://www.cityblm.org/register prior to the meeting. City Hall was open for testimony or comments to be made in-person. Note that, due to COVID-19 social distancing considerations, a maximum of 10 persons were allowed in City Hall at one time.

A. SP-02-20 Public hearing, review and action on a petition for a special use permit submitted by Eastview Christian Church to allow for the expansion of a place of worship in the R-1C, Single Family Residential District, for the property located at 401 W. Union Street Bloomington IL 61701 (Ward 7). Continued from April 15, 2020 regular meeting.

Speaking in favor of the petition: Tyler Hari—Petitioner, Mark Zimmerman, Michael Jones, Kevin Butler, Facilities Eastview; Barry Riley, District 87; David Taylor, United Way; Tara Ingham, Midwest Food Bank

Mr. Tyler Hari representing Eastview Church. Two members will be recusing themselves from the first two agenda items. Mr. Ballantini and Mr. McFarland are recusing themselves from voting. Mr. Ballantini will be recusing himself because he lives adjacent to the church and will be speaking as a witness. Mr. McFarland is a member of the church and is recusing himself. Mr. Tyler Hari is the Executive Pastor of Eastview Christian Church and was sworn in to make a statement regarding the project. He has been a long-time member of the community. About three years ago they set to explore a community center. Shelley Bower approached the church in 2018 about the facility and resources required to keep it up. We purchased the property in May of 2018 in order to maintain the community center. A house at 1301 N. Lee St. was vacant and taken down to expand the parking lot. In order to serve more people in an organized manner. We want to put more resources in the community center. Our desire is to launch a program in the fall with and afterschool program, and mentoring program, and provide food for families 80-100 families per week, counseling services. Community nights to bring residents together for grilling and conversation. Bloomington campus has provided 1,800 food boxes to families, and 3,200 first responders meals. We feel passionately about the project because we want to be good neighbors and be better neighbors by getting cars off the street. The plan includes landscaping and we would like to include a basketball hoop on the lot.

Six people have registered to speak in advance. Mr. Barry Riley, superintendent of schools, spoke in favor of the expansion of a special use. Mr. Riley noted that community center serves both adults and children, and since the outbreak of Covid19, the Center has taken on a larger role in serving the community.

Mr. David Taylor, president and CEO of the Unite Way of McLean County was the next witness to address the board in favor of the expansion. Mr. Taylor said the role that Eastview had undertaken in serving the community increased dramatically since the advent of Covid19, and their campus was critical in allowing them to partner with other agencies and offer that increased support to residents in need.

Mr. Kevin Butler, building director of Eastview Christian Church, spoke in support of the project. Mr. Butler said that they had given much consideration to the design of the parking area, of the aesthetics of the campus, and was confident that the project would prove to be a benefit to the area. Chairperson Harris asked if Mr. Butler anticipated more traffic that would require more parking spaces? Mr. Butler replied that they were always hoping for more traffic from the community, and that they were being proactive in trying generate more traffic coming in to the Eastview campus. Mr. Butler went on to say

that the main goal of the parking lot project was to aid the surrounding neighborhood by getting more cars from the church off the street.

Mr. Tyler Hari requested to make a comment. Mr. Hari said that Mr. Zimmerman and Mr. Butler had called into the meeting to be available to answer any questions that may have arisen during testimony, he had not planned for them to testify before the board.

Mr. Michael Jones, president for Western Ave. Community Center testified in support of the project. Western Avenue Community Center has been working with Eastview since they moved to the area in 2018, and Mr. Jones said he has witnessed the investment Eastview has made to their facilities. Mr. Jones said he thought it was a benefit for the neighborhood to be able to get cars off the streets by expanding the parking lot. He also noted Eastview's growing commitment to the community in the face of the need created by Covid19.

Next to address the board was Ms. Tara Ingham, executive director of the Midwest Foodbank, located in Normal. Ms. Ingham offered her support to the project. She noted that Midwest Foodbank worked extensively with Eastview, which operates one of the largest food pantries in McLean County. Ms Ingham cited several projects that Eastview had undertaken with Midwest Foodbank as evidence of their commitment to the community. She offered her support for their project, since it would allow them to serve even more people.

Ms. Casey Weeks, Assistant City Planner, gave a staff report recommending the Zoning Board's approval of the project.

Mr. Terry Ballantini, an adjacent property owner to the Eastview Campus addressed the board with questions and concerns regarding the project Mr. Ballantini owns the residence directly north of the Eastview Campus, across from the alleyway. Mr. Ballantini has two parking spaces on his property that accessed via the alley. Mr. Ballantini outlined his difficulties with Eastview's current use of the alleyway to distribute food from food pantry. The current traffic, both vehicular and pedestrian, has made it difficult at times for Mr. Ballantini to access the alleyway to reach his property, or to leave his property via the alleyway. There were a number of photos he provided to illustrate the issue. Mr. Ballantini hoped the new design would allow Eastview to keep the traffic generated by the food pantry on their parking lot and not utilize the alleyway.

Mr. Tyler Hari addressed Mr. Ballantini's concerns. He offered his commitment to address the issues directly Mr. Ballantini again asked if the plan would allow Eastview to keep the traffic generated by the food pantry on their property, or they still intended to use the alleyway. Mr. Hari responded that the new design would utilize the parking lot, but that the current design was a result of the changes that had to be made to address concerning with COVID19. Mr. Herring said that the church also could add signage and manage traffic from Sunday services in a way that would lessen the use of the alleyway. Mr. Ballantini said that his main issues were with church personnel using the alleyway to park their vehicles, thus restricting his access, and the use of the alleyway by residents using the food pantry. He said he hoped the food pantry could utilize the new parking area and keep the alleyway free of additional traffic.

Mr. Kevin Butler noted that the use of the alleyway had only begun since the changes due to COVID19 and was the result of inclement weather during the times the food pantry was in operation. Mr. Butler said that the new design could accommodate changes to address Mr. Ballantini's concerns, and that they were getting the word out to not use the alley and offered to pay for signage that limited parking in the alleyway. Mr. Ballantini again asked that as part of the approval for the plan, that Eastview make commitment to not regularly use the alleyway for deliveries to or service from the Food Pantry.

Assistant Corporation Counsel Mr. George Boyle noted that in the staff report that there was a provision from the City of Bloomington's Ordinances that required that parking for non-residential uses in a residential district be located on the same parcel as the use. Mr. Boyle said that he understood that the petitioner had agreed to address this by creating the parking lot. Mr. Boyle asked Mr. Ballantini, that if he were asking for a specific condition for the Zoning Board to approve this use, that Mr. Ballantini be specific as to what was.

City Planner Katie Simpson addressed Mr. Boyle's Comments. She said the reason the Special Use is necessary is because right now the Code requires parking for all non-residential uses in a residential area to be on the same property. Currently, Eastview is on separate properties. They are planning on expanding the parking, which requires expanding the special use. The parking is serving the church, so it would be on the same property. The phased project involves vacating the North/South alley, which will be considered and acted on by City Council on May 26. That is a separate process, but it is part of the project. The Special Use would allow the church to expand their parking lot and consolidate their existing parking lot with the three residential lots on the west side of the property.

Mr. Ballantini said that vacating the North/South alley on the church's property would add to the current traffic issues and asked that the church find a way to keep the food pantry traffic on their property. Ms. Simpson presented the Board with the site plan to see the area being discussed, and said staff was available to answer any further questions they may have.

Chairperson Harris asked Mr. Ballantini if he would like to write the stipulation that everything would be done on the parking lot and not in his driveway. Mr. Herring asked if there needed to be separate stipulation written? He noted that the staff at Eastview had already said that they would work with Ballantini to address the issues. Mr. Ballantini responded by saying that agreeing to stipulation seemed to be a simple way to address his concerns. Mr. Boyle said it was possible to add conditions to the recommendation, and it was possible to ask the Board to do that. Mr. Boyle asked Mr. Ballantini if that was what he was requesting, so the Board could act on it. Mr Boyle also asked Mr. Ballantini to be specific about the condition for approval of the Special Use that he was asking the Board to consider, so the Board could consider adding it, and the applicant could agree to accept it.

Mr Ballantini asked that a stipulation be made that any activity from the Eastview Church takes place on their property, as stated earlier in the presentation and not in the alleyway. Chairperson Harris summarized the stipulation as all activity takes place on their property and not in the alleyway. Chairperson Harris asked the Board if they would like to add that condition. Mr. Boyle addressed the Board to point out that there might only be part of the use of the alleyway that the church could control. Chairman Harris then asked the Board to consider the stipulation being only on the parts of the traffic that the church could control. Chairman Harris asked if the provision could be stated as having the church restrict the traffic on all operations that they control on their property. Mr. Ballantini agreed to that wording.

Chairman Harris asked the Board for a vote on whether they would like to add that condition to the proposal. Mr. Boyle asked if the Board had any questions for the witnesses or asked the applicant if they wished to address the Board regarding the condition. Mr. Hari asked that Mr. Mark Zimmerman be allowed to address the Board. Mr. Zimmerman, the Chair of finance for Eastview Church, said he was concerned that the stipulation is asking them to relinquish their rights to ingress and egress to their own property.

Chairperson Harris asked Mr. Ballantini to affirm that he was asking to prevent parking in the alleyway, and not simply the use of the alleyway by the applicant. Mr. Ballantini said that what he was really asking for was the alleyway to stop being used as a drive through for the food pantry. He said he

understood the alleyway could be used for things like deliveries, but he wanted the food pantry to be conducted on Eastview's property.

Mr. Zimmerman responded by saying that he understood Mr. Ballantini's request but wanted to make sure it was clarified. Mr. Herring said that he wanted to make clear that the alleyway could still be used by the church for things like deliveries. Mr. Ballantini responded by noting repeated issues with members of the church staff limiting his access to the parking spaces on his property. He noted that removing the North/South alley could increase the problem. He said his issue was not using the alley for deliveries, it was using the alleyway to conduct the operation of the food pantry and parking by church staff.

Mr. Boyle asked Mr. Ballantini if he could state the stipulation as the church act in such a manner that the church activities take place on church property. Mr. Boyle said it was necessary to make the distinction since the church could not control the general access to the alley and they have a right to use the alley. Mr. Ballantini agreed to the stipulation as stated by Mr. Boyle. Mr. Herring asked if that included deliveries as well. Mr. Boyle said he wanted to find common ground to address the issues. Mr. Ballantini said that deliveries were not a problem. The issues were the parking and the pick ups. Mr. Boyle said that they would add with the exception of deliveries that may result in the temporary use of the right of way. Mr. Ballantini agreed to that wording. Mr. Zimmerman said that wording would be acceptable.

Chairman Harris asked if the stipulation could be stated as activities other than deliveries should not be taking place there. Mr. Boyle said it should be stated as church operations taking place on church property with the exception of deliveries. Mr. Boyle said he thought that was language that was acceptable to both parties. Mr. Ballantini and Mr. Zimmerman agreed that it was.

Mr. Michael Rivera addressed the board regarding the stipulation. He noted that there were several residents who use the alley, and he wanted to make sure that it applied to all residents who use it. Mr. Boyle said the stipulation addresses the use of the applicant's property, so it did take other residents into consideration.

Mr. Boyle asked if there were any other witnesses that wished to comment. There were none. Chairman Harris closed the Hearing and asked the board to consider the matter. She asked for a vote on the staff's findings with the stipulation as it was made. Mr. Boyle to have a vote on the findings of fact by staff.

Mr. Noonan made a motion to accept the finding of fact as a group. Mr. Straza seconded the motion. A roll call vote was conducted. Mr. Straza, Mr. Rivera, Mr. Noonan, and Chairperson Harris all voted Yes. There were votes against the motion Mr. Boyles asked the board to entertain a vote on whether the stipulation would be added to the final vote for the Special Use. Mr. Noonan made the motion to vote on the addition of the stipulation. Mr. Straza seconded the motion. Mr. Boyle said it was his understanding that the stipulation would be that church operations would take place son church property with the exception of deliveries to the property. Mr. Mahrt asked if the motion read to approve the findings of fact with the stipulation that church operations take place on church property with the exception of deliveries. Mr. Boyle said they were just voting on the stipulation. Mr. Mahrt took a roll call vote. Mr. Straza - Yes, Mr. Rivera - Yes, Mr. Noonan - Yes, and Chairperson Harris – Yes (4-0-0).

Mr. Boyle said that next the Board needed to take a vote to make a positive recommendation to the City Council with the previously approved stipulation. Mr. Straza made a motion to vote. Mr. Noonan seconded the motion. Mr. Rivera- Yes, Mr. Noonan - Yes, Mr. Straza – Yes, and Chairperson Harris- Yes (4-0-0).

B. Z-06-20 Public Hearing, review and action on an application for a variance submitted by Eastview Christian Church to reduce the amount of required parking for a place of worship located at 401 W. Union Street Bloomington IL 61701 from 69 parking spaces to 57 parking spaces, a 12-space reduction. (Ward 7). Continued from April 15, 2020 regular meeting

Next Ms. Weeks gave the staff report for case Z-06-20, the variance for a reduction of 12 spaces for off street parking for Eastview Church. The application met all requirements for a variance, and the staff recommendation was to allow for the variance. Mr. Boyle asked to give the applicants the chance to give testimony of the variance if they wished. Mr. Herring said the plan being considered was the long-term vision for the property, and they had no future development plans for the property. There were no residents present to speak against granting the variance.

Chairperson Harris closed the Public Hearing and asked the Board to proceed with deliberation. Mr. Noonan made a motion to accept the findings of fact in total. Mr. Straza seconded the motion. A roll call vote was taken. Mr. Straza - Yes, Mr. Rivera - Yes, Mr. Noonan - Yes, and Chairman Harris - Yes (4-0-0).

Mr. Straza made a motion to accept the variance. Mr. Noonan seconded the motion. A Roll Call vote was taken. Mr. Rivera - Yes, Mr. Straza - Yes, Mr. Noonan - Yes, Chairperson Harris - Yes (4-0-0).

Chairperson Harris noted that both motions passed and closed Case Z-06-20. Chairperson Harris asked if there was any other business or new business for the board. At 5:29 Chairperson Harris asked for a motion to adjourn the meeting. Mr. Noonan made the motion. Chairperson Harris declared the meeting adjourned.

CONSENT AGENDA ITEM NO. 8.P

FOR COUNCIL: June 24, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Lake Bloomington Lease Transfer of Lot 21 in Block 3 in Camp Kickapoo, from Joseph and Patricia Solberg, to the petitioners, Timothy and Stephanie Wolfe, as requested by the Public Works Department.

RECOMMENDED MOTION:
The proposed Lease Transfer be approved.

STRATEGIC PLAN LINK:
-Goal 1. Financially Sound City Providing Quality Basic Services

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

BACKGROUND: Public Works is recommending the approval of a Petition for the Lake Bloomington Lease Transfer of Lot 21 in Block 3 in Camp Kickapoo, from Joseph and Patricia Solberg, to the petitioners, Timothy and Stephanie Wolfe. Lot 21 has a residence, a septic system, and one boat dock.

A licensed inspector, Rob Williamson, inspected the septic system on May 21, 2020, and found the system to be in good repair. However, as noted in a May 27, 2020 letter from the McLean County Health Department, some minor deficiencies were noted:

- The septic system needs to be pumped at this time.
- The seepage field is a minimum of 258 square feet too small. This may remain as is until the septic system is repaired or replaced.
- The alarm for the pump system is located in the basement. This may remain as is until the septic system is repaired or replaced.

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This petition will have a neutral financial impact in that the current lease uses the current formula of $0.40 per $100.00 Equalized Assessed Value to determining the Lake Lease Fee. With the current lease rate formula of $0.40 per $100.00 Equalized Assessed Value, this lease will generate approximately $576.90 per year in lease income and $128.28 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance-Lease Income account (50100140-57590). The Garbage Collection fee is recorded in Lake Maintenance–Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY 2021 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 88.

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

Respectfully submitted for Council consideration.

Prepared by: Joe Darter, Property Manager

Reviewed by:

Kevin Kothe, City Engineer 6/8/2020

Chris Tomerlin, Budget Manager 6/10/2020

George Boyle

George Boyle, Assistant Corporation Counsel 6/16/2020

Tara Henry, Legislative Assistant 6/17/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- PW 6B Current Lease_Solberg to Wolfe Lake Lease Transfer 06222020
- PW 6C Property Manager Memo_Solberg to Wolfe Lake Lease Transfer 06222020
- PW 6D Petition_Solberg to Wolfe Lake Lease Transfer 06222020
- PW 6E Septic Information_Solberg to Wolfe Lake Lease Transfer 06222020
- PW 6F Agreement_Solberg to Wolfe Lake Lease Transfer
- PW 6G Location Map_Solberg to Wolfe Lake Lease Transfer 06222020
- PW 6H Unrecorded Plat Map_Solberg to Wolfe Lake Lease Transfer 06222020
- PW 6I Structure Map_Solberg to Wolfe Lake Lease Transfer 06222020

- PW 6J Photographs_Solberg to Wolfe Lake Lease Transfer 06222020

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 15th day of February, 2011 between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and JOSEPH J SOLBERG

PATRICIA A. SOLBERG

(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 , NORMAL, 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 21 in Block 3 in Camp KICKAPOO according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

   P/N 08-06-353-018

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

3. RENT.

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

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

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

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

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

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

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

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

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

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

7. WATER. Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the

leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.

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

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

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

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

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

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

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

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

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

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

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

City

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

Lessee Name and Mailing Address

Joseph + Patricia Solberg
[redacted]

Lessee Billing Address

Joseph & Patricia
[redacted]

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

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

-Lessor-

CITY OF BLOOMINGTON

By: _____
Its Mayor

Attest:

_____
City Clerk

-Lessee-

[redacted]

_____

CITY OF Bloomington ILLINOIS
PUBLIC WORKS DEPARTMENT

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

MEMORANDUM

June 2, 2020

To: Kevin Kothe, PE, Director of Public Works

From: Joseph M. Darter, Property Manager

Subject: Lot 21, Block 3 in Camp Kickapoo Lake Lease Transfer

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A Petition and Lake Lease Transfer request has been submitted for Lot 21, Block 3 in Camp Kickapoo, from Joseph and Patricia Solberg to the petitioners, Timothy and Stephanie Wolfe.

EAV for this property is $144,225. The Lake Lease uses the current lake lease rate of $0.40 per $100.00 of EAV.

This petition will have a neutral financial impact in that the current lease uses the current formula of $0.40 per $100.00 Equalized Assessed Value to determining the Lake Lease Fee. With the current lease rate formula of $0.40 per $100.00 Equalized Assessed Value, this lease will generate approximately $576.90 per year in lease income and $128.28 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance Lease Income account (50100140-57590). The Garbage Collection fee is recorded in Lake Maintenance – Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY2020 Budget Book titled "Other Funds & Capital Improvements" on page 124.

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

Sincerely,

Joseph M. Darter

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

LAKE BLOOMINGTON LEASE TRANSFER PETITION

That the purchase price and rentals having been paid to the City of Bloomington for:
Lot 21 Block 3 of Camp KicKA poo
I respectfully petition the City Council of the City of Bloomington, Illinois to approve the transfer of the Lease on the above property:
From: Joseph J + PATRICA A Solberg (Sellers Name)
To: Timothy B & Stephanie L. Wolfe (Buyers Name)

[redacted]

(Signatures of Seller)

****

To the Honorable Mayor and City Council of the City of Bloomington, Illinois:
Now comes Timothy B & Stephanie L. Wolfe (Buyer) and respectfully shows that He/She/They became the purchaser of all right, title and interest of _____ (Seller) In and to the Lease made on the (Date) _____ upon the above property, all located in McLean County, Illinois, together with all the improvements, buildings and appurtenances thereon situated and thereunto belonging, and that the said (Seller) _____ has executed deed of transfer of their interest in said premises and an assignment of the Leases therefore your petitioner.

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

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

Respectfully submitted,

[redacted]

(Signature of Buyer(s))

****

WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON LOT 21 BLOCK 3 CAMP KicKA poo, OF LAKE BLOOMINGTON.

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

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

Executed this _____ day of _____, _____.

_____
, Mayor

McLean County
Health Department
Partners in Prevention

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

May 27, 2020

Mr. Joe Solberg
[redacted]

Re: Septic Permit #92-8436
Parcel #08-06-353-018
Lot 163, Lake Bloomington - Kickapoo Subdivision

Dear Mr. Solberg:

On May 21, 2020, this department received a septic system evaluation report from Mr. Rob Williamson, a McLean County licensed private sewage system installer, regarding the above-referenced property. The septic system evaluation was performed on May 21, 2020 and the following deficiencies were noted:

- The septic tank does need to be pumped at this time. This department recommends the septic tank be pumped every three to five years. If the tank is not properly pumped to remove accumulated solids, the solids will start to bypass the baffles in the tank and cause rapid failure of the septic system.
- The seepage field is a minimum of 258 square feet too small. This may remain as is until the septic system is repaired or replaced.
- The alarm for the pump system is located in the basement. This may remain as is until the septic system is repaired or replaced.

In summary, the septic system was installed in 1992 and is now approximately 28 years old. This office considers the average life expectancy of a septic system to be 20 to 25 years.

For information on routine operation and maintenance of your septic system, please visit our website at https://health.mcleancountyil.gov.

If you have any questions, please contact Ms. Samantha Odenthal,of this department at (309) 888-5482.

Respectfully,

Thomas J. Anderson
Director of Environmental Health

cc: Mr. Rob Williamson, Williamson Excavating, LLC
Mr. Joe Darter, Water Department Property Manager
Mr. Tim Wolfe

TJA:AC:du

AC-0601-20-090

EVALUATION REPORT FOR A MCLEAN COUNTY PRIVATE SEWAGE DISPOSAL SYSTEM

For Office Use Only
Log #: _____
Date Received: _____

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

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

1. Current Owner Information:

Name: *Joe Solberg*
Address: [redacted]
Phone #: Day [redacted] Home - -

2. Requestor Informtion:

Name: *Tim Wolfe*
Address: [redacted]
Phone #: Day [redacted] Home - -

3. Property Information:

Parcel Number (Tax ID): ( ) *08-06-353-018* Date Evaluation Performed: *05-21-20*
Address of property evaluated: *same* Sub. & Lot: _____
Permit available from Health Dept.: Yes ☒ No ☐ Permit #: *92-8436*

4. Interview Information:

Person interviewed: *Joe Solberg* Original owner: Yes ☐ No ☒
Age of home (years): *1993* Intended for seasonal use: Yes ☐ No ☒
Date last occupied: *currently* Number of occupants: *2*
Has tank ever been pumped: Yes ☒ No ☐ If yes, how often: *3 years ago*

5. Interior Evaluation:

Number of bedrooms: *4* Garbage disposal: Yes ☐ No ☒
Toilet tanks and other fixtures have evidence of leakage or overflow: Yes ☐ No ☒
Water softener discharges to: *na* Clothes washer discharges to: *septic*
Dishwasher discharges to: *septic* Hot tub discharges to: *na*
Basement plumbing fixtures: Discharge locations:
a. *all to septic* a. _____
b. _____ b. _____
c. _____ c. _____
d. _____ d. _____
Basement floor drains discharge to: *na* Garage floor drains discharge to: *na*
Sump pit/pump discharges to: *na* Downspouts discharge to: *tile*

Williamson Excavating, LLC
14964 Halsey Road
Heyworth, IL 61745

Invoice

Date	Invoice #
5/21/2020	9128

Bill To
Tim Wolfe [redacted]

P.O. No.	Due Date	Job Name
	5/21/2020	

Quantity	Description	Rate	Amount
1	Septic System Evaluation Arrowhead Hudson	250.00	250.00
		Total	$250.00

Phone #
[redacted]

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: *(Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.)*: _____

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

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

G. AEROBIC UNIT -- This Section N/A ☒

Manufacturer: _____ Model number: _____

Size of unit: _____ gallons

	Yes	No
Pump running at time of inspection:	☐	☐
Current maintenance contract in place:	☐	☐
Who is maintenance contract with: _____		
Alarm present:	☐	☐
Alarm location: _____		
Alarm properly working with audio and visual functions:	☐	☐

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

If other, what method of chlorination is used: _____

Chlorinator with screw on cap present:	☐	☐
Chlorinator tube with corrosion resistant handle present:	☐	☐
Evidence of chlorination:	☐	☐

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

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
Depth of soil to top of tank: *17* inches		
Tank has access within 12" of ground surface	☒	☐
Size: *1500* gallons Type:		
Meets current code:	☒	☐
Tank lids in good condition:	☒	☐
Inlet baffle in good condition:	☒	☐
Evidence of solids on inlet baffle:	☐	☒
Outlet baffle in good condition:	☒	☐
Evidence of solids on outlet baffle:	☐	☒
Water standing in outlet:	☐	☒
Water level below outlet:	☐	☒
Tank needs to be pumped:	☒	☐
Outlet device/filter on tank:	☐	☒
Type:		
Back flow into tank from system after pumping: Yes ☐ No ☐ N/A ☒		

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

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

Depth to top of field: *14* inches to *7* inches

Square feet of field: *542* square feet

	Yes	No
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

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

	Yes	No
Are the serial distribution relief or "step-down" pipes in compliance with Section 905.60 (d) of the code?	☐	☐

D. SEEPAGE BED -- This Section N/A ☒

Depth to top of bed: inches to inches

Square feet of bed: square feet

	Yes	No
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

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 was functioning normally at the time of inspection. The septic tank needs pumped at this time. The seepage field is undersized by todays health department standards.The septic system is 27 years old, the average life span of a septic in McLean County is 25 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

05-21-20
Date

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 fitler: ____ feet	Sand filter: ____ feet	
Effluent tile: ____ Feet	Effluent tile: ____ feet	
Effluent discharge: ____ feet	Effluent discharge: ____ feet	
Aerobic unit: ____ feet	Aerobic unit: ____ feet	

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the _____ day of June, 2020 between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and Timothy & Stephanie Wolfe

(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, Dunlap, 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 21 in Block 3 in Camp Kickapoo according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

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

3. RENT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. TERMINATION BY LESSEE. Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any

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

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

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

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

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

City

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

Lessee Name and Mailing Address

Timothy B & Stephanie L. Wolfe
[redacted]

Lessee Billing Address

[redacted]

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

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

-Lessor-

CITY OF BLOOMINGTON

By: _____
Its Mayor

Attest:

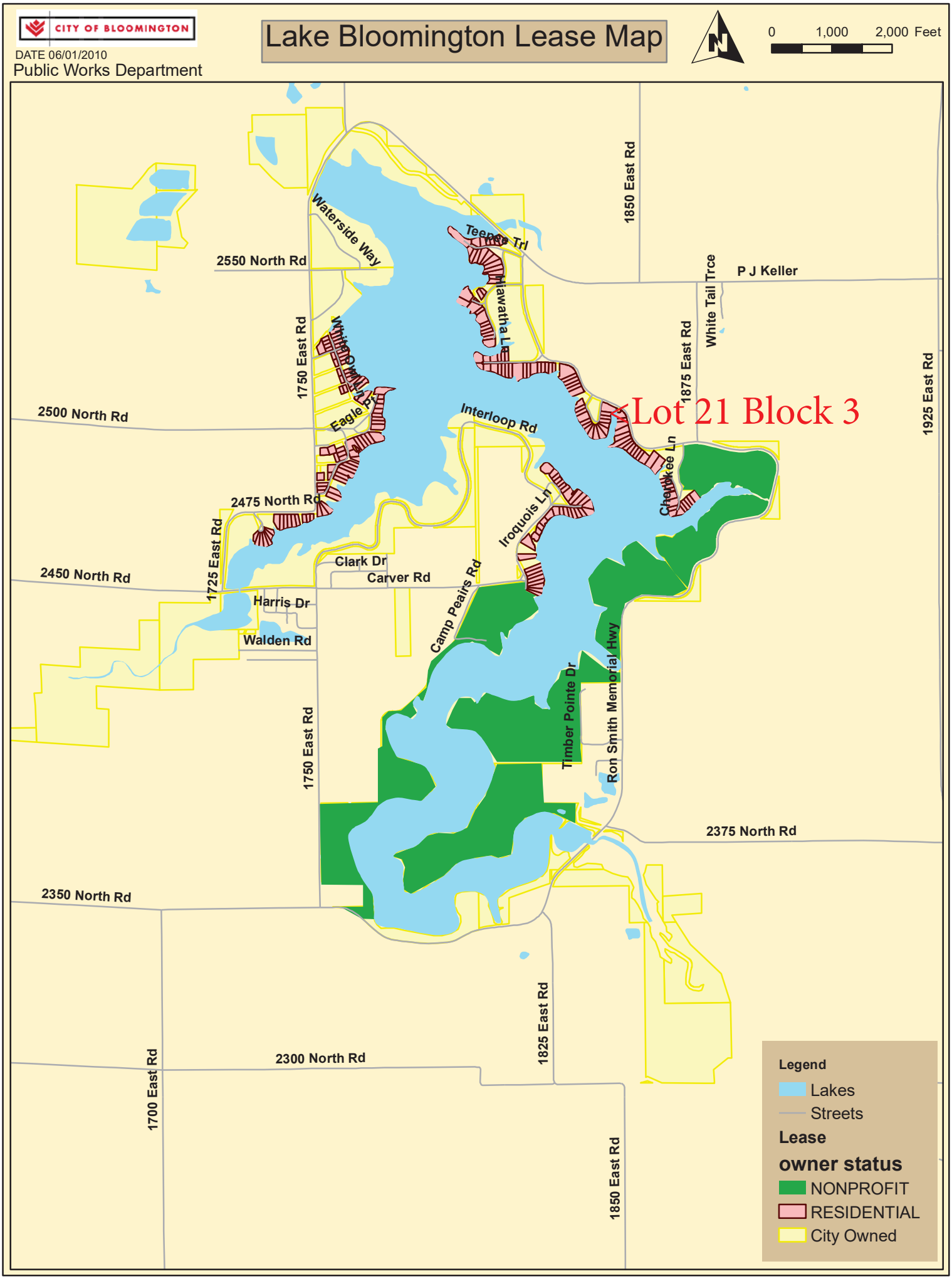
_____
City Clerk

-Lessee-

[redacted]

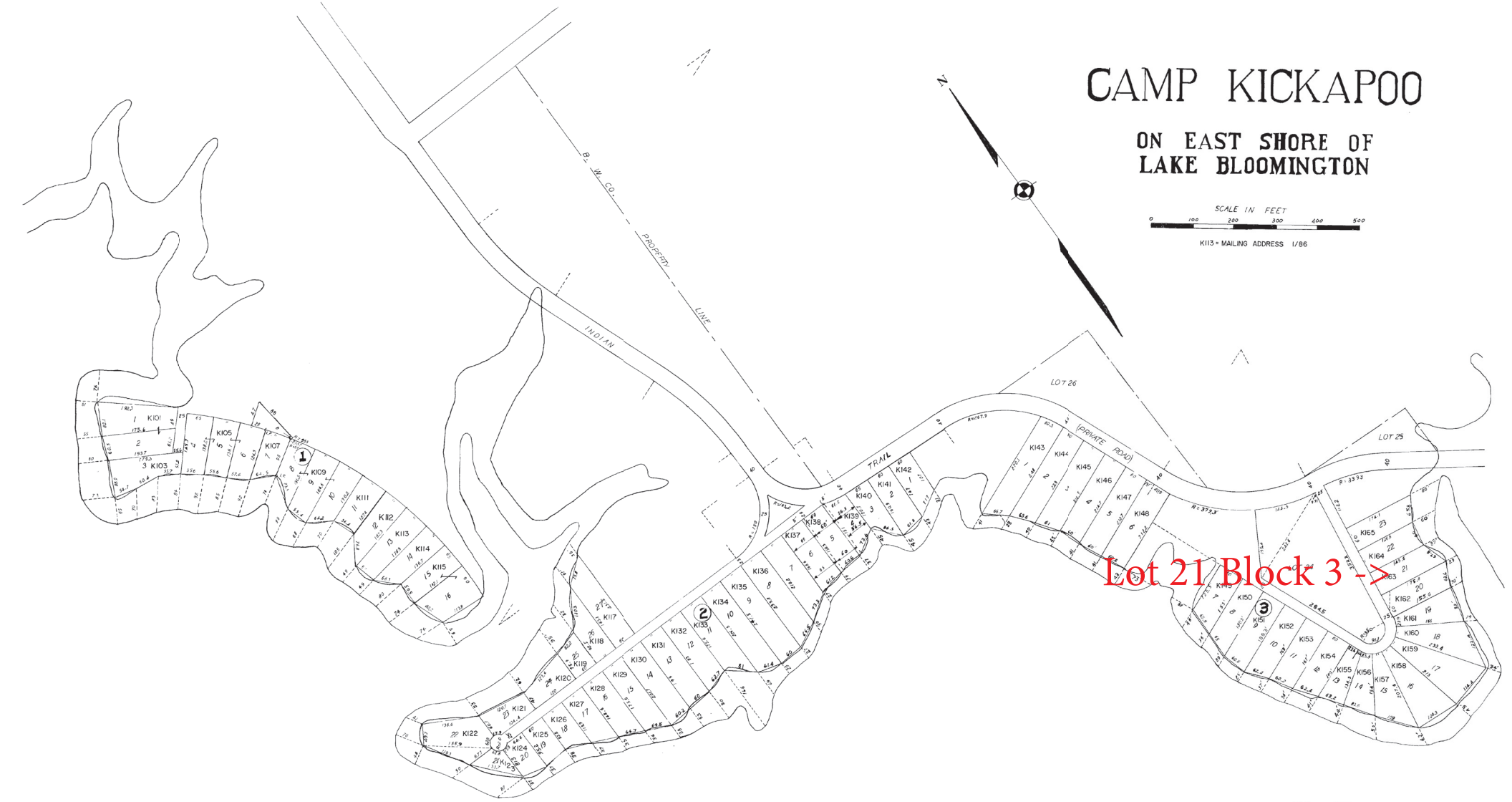
[redacted]

_____


CITY OF BLOOMINGTON
DATE 06/01/2010
Public Works Department
Lake Bloomington Lease Map
0 1,000 2,000 Feet
Lot 21 Block 3
Waterside Way
Teepee Trl
Miawatha Ln
White Owl Pt
Eagle Pt
Interloop Rd
Iroquois Ln
Cherokee Ln
Clark Dr
Carver Rd
Harris Dr
Walden Rd
Camp Peairs Rd
Timber Pointe Dr
Ron Smith Memorial Hwy
White Tail Trce
P J Keller
2550 North Rd
2500 North Rd
2475 North Rd
2450 North Rd
2375 North Rd
2350 North Rd
2300 North Rd
1850 East Rd
1750 East Rd
1875 East Rd
1925 East Rd
1725 East Rd
1825 East Rd
1700 East Rd
Legend
Lakes
Streets
Lease
owner status
NONPROFIT
RESIDENTIAL
City Owned

CAMP KICKAPOO

ON EAST SHORE OF LAKE BLOOMINGTON



SCALE IN FEET
0 100 200 300 400 500

Lot 21 Block 3 ->

REFRACED ON JULY 23, 1973 FROM A PRINT OF A TRACING MADE AUGUST 20, 1943 OF THE ORIGINAL PLAT. (NO DATE AVAILABLE FOR THE ORIGINAL)

CAMP KICKAPOO LAKE BLOOMINGTON		
CITY OF BLOOMINGTON, ILLINOIS 61701 OFFICE OF THE CITY ENGINEER		
HORZ. SCALE	VERT. SCALE	FILE NO.
DRAWN R.E.U.	DATE 7/23/73	LB-1
CHECKED R.F.S.	DATE 7/23/73	SHT. 1 OF 1

Lot 21 Block 3 Structure Map



6/2/2020, 1:40:58 PM

Address - Full

Parcels

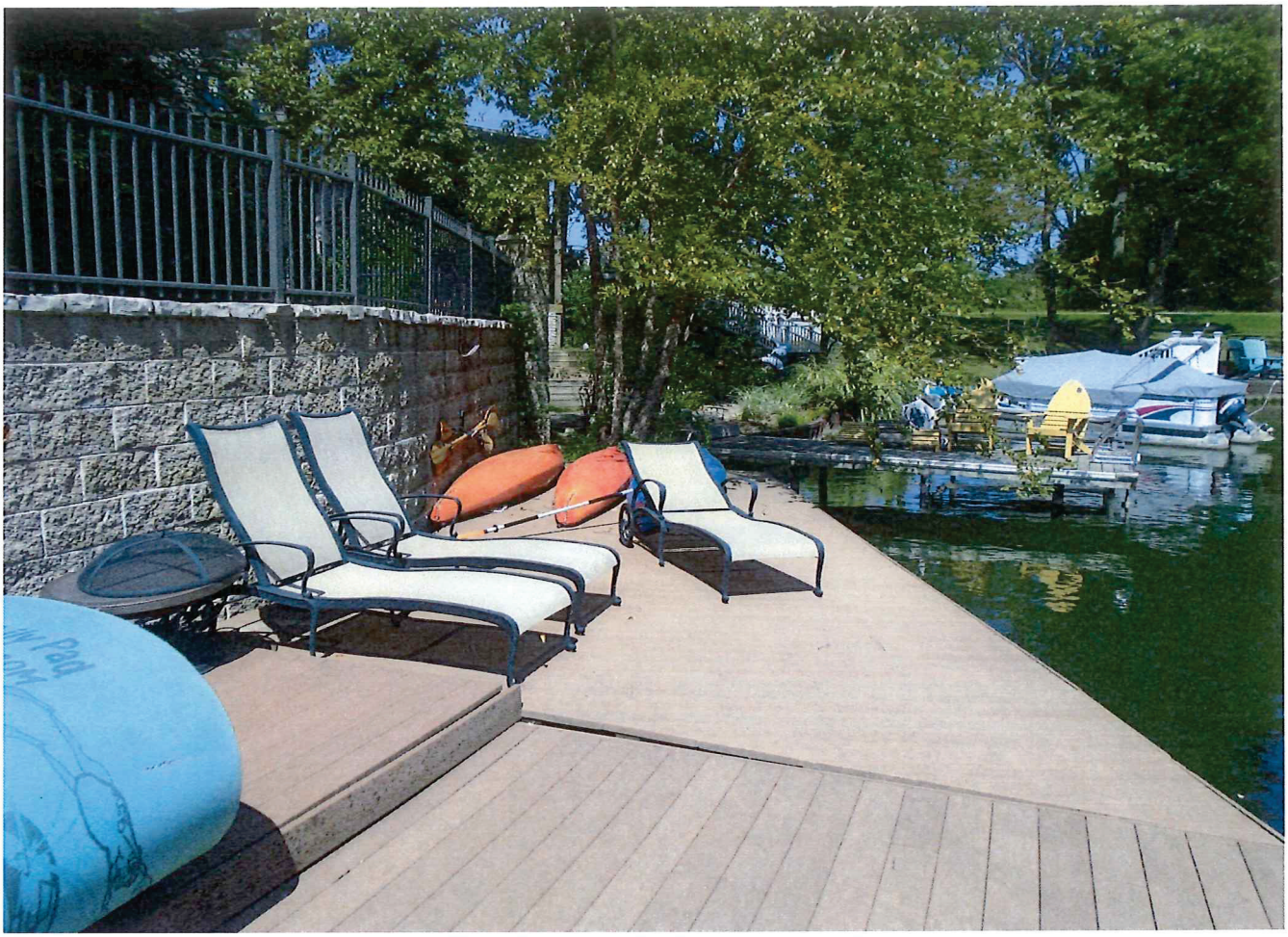
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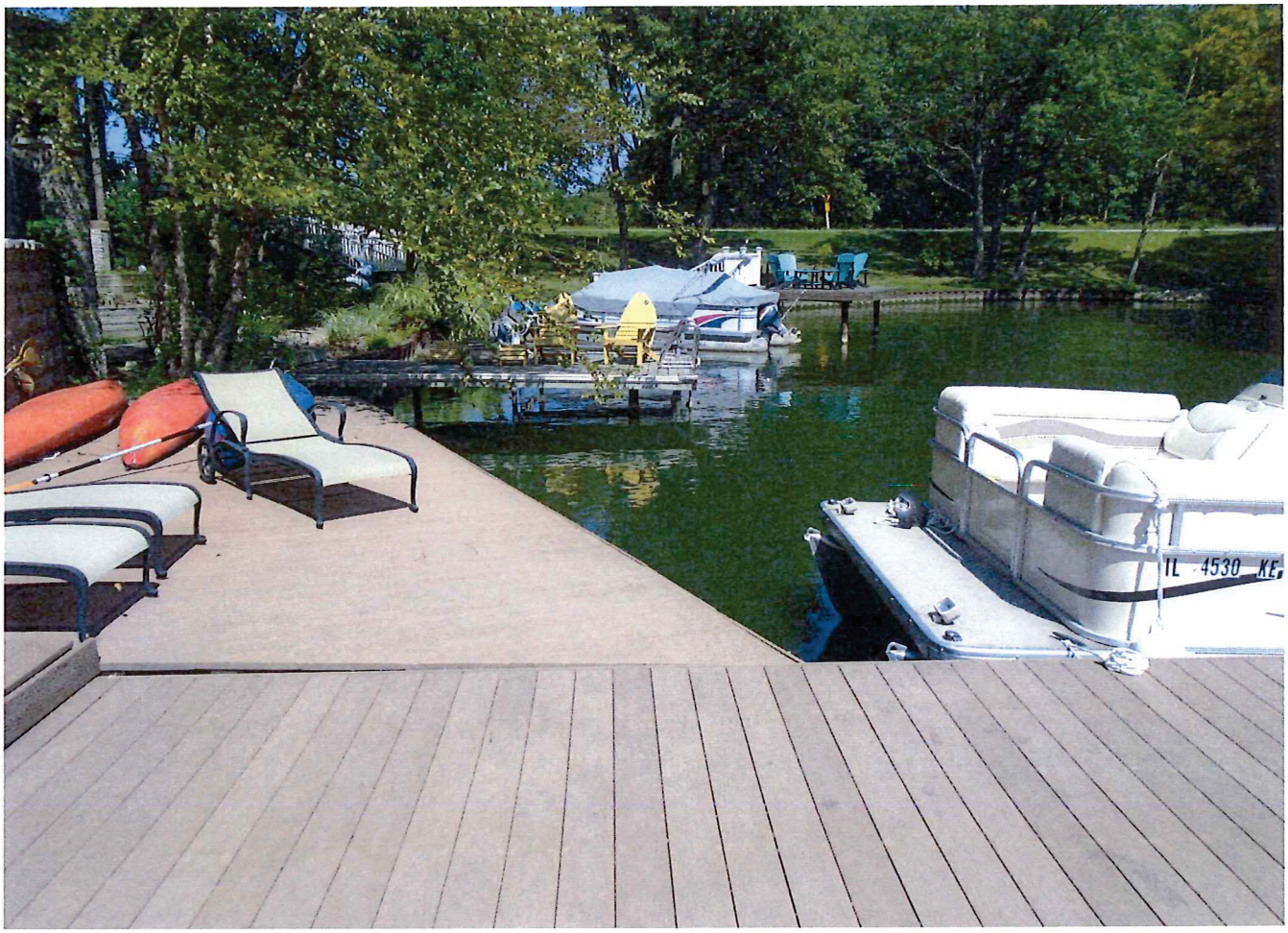
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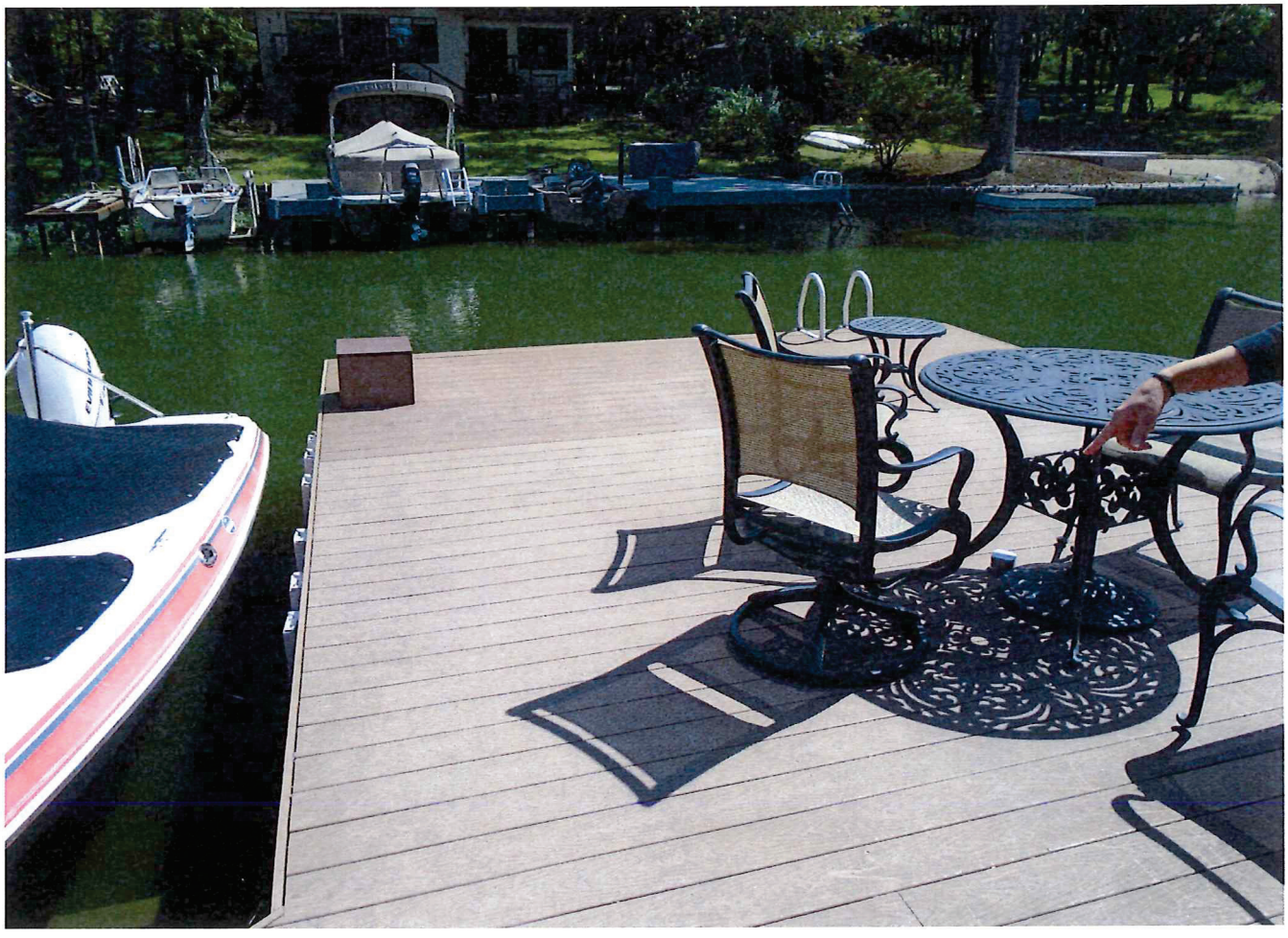
McGIS, Mclean County Museum of History

Web AppBuilder for ArcGIS
Copyright 2020. McLean County GIS Consortium



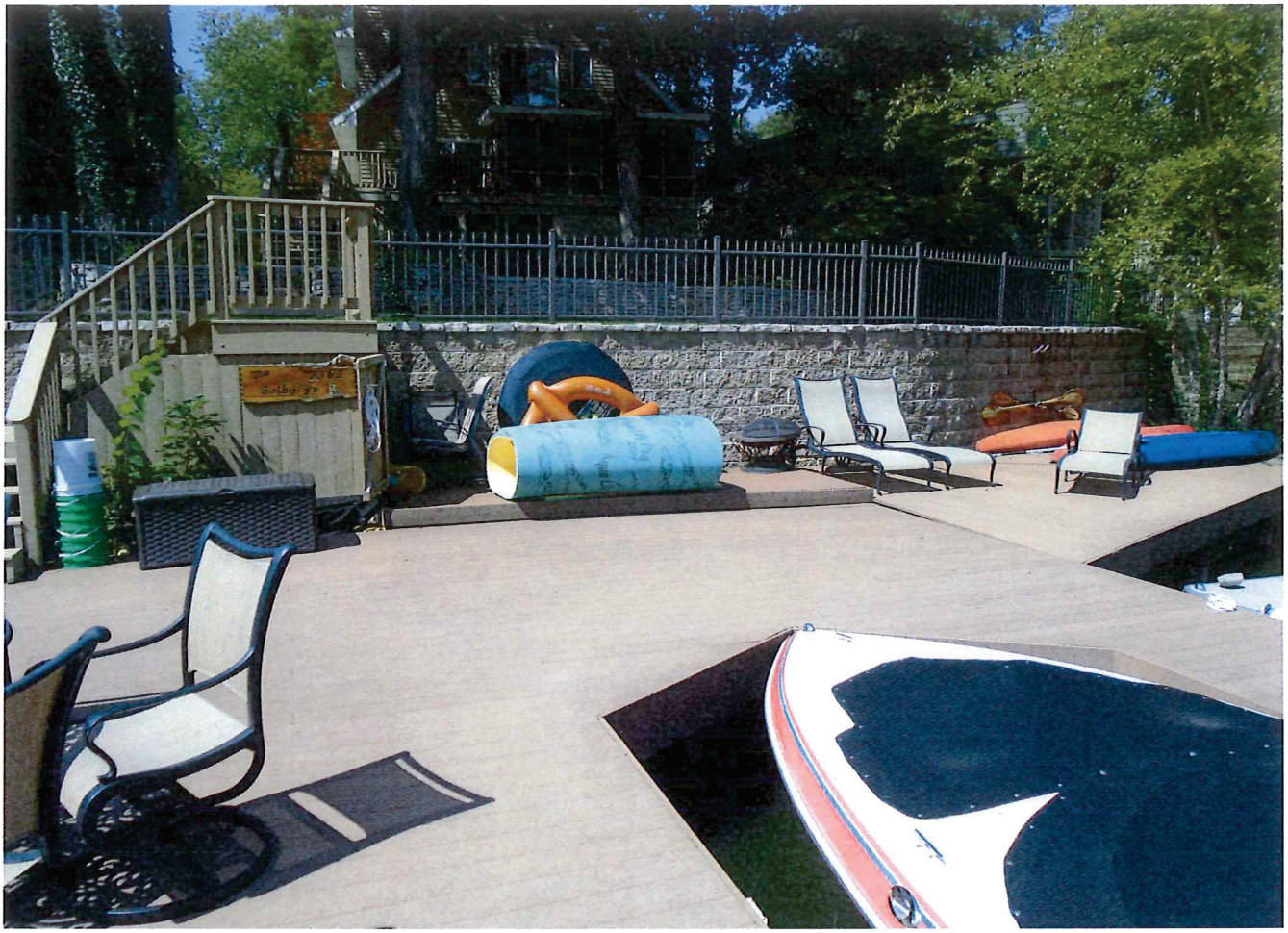

IL 4530 KE

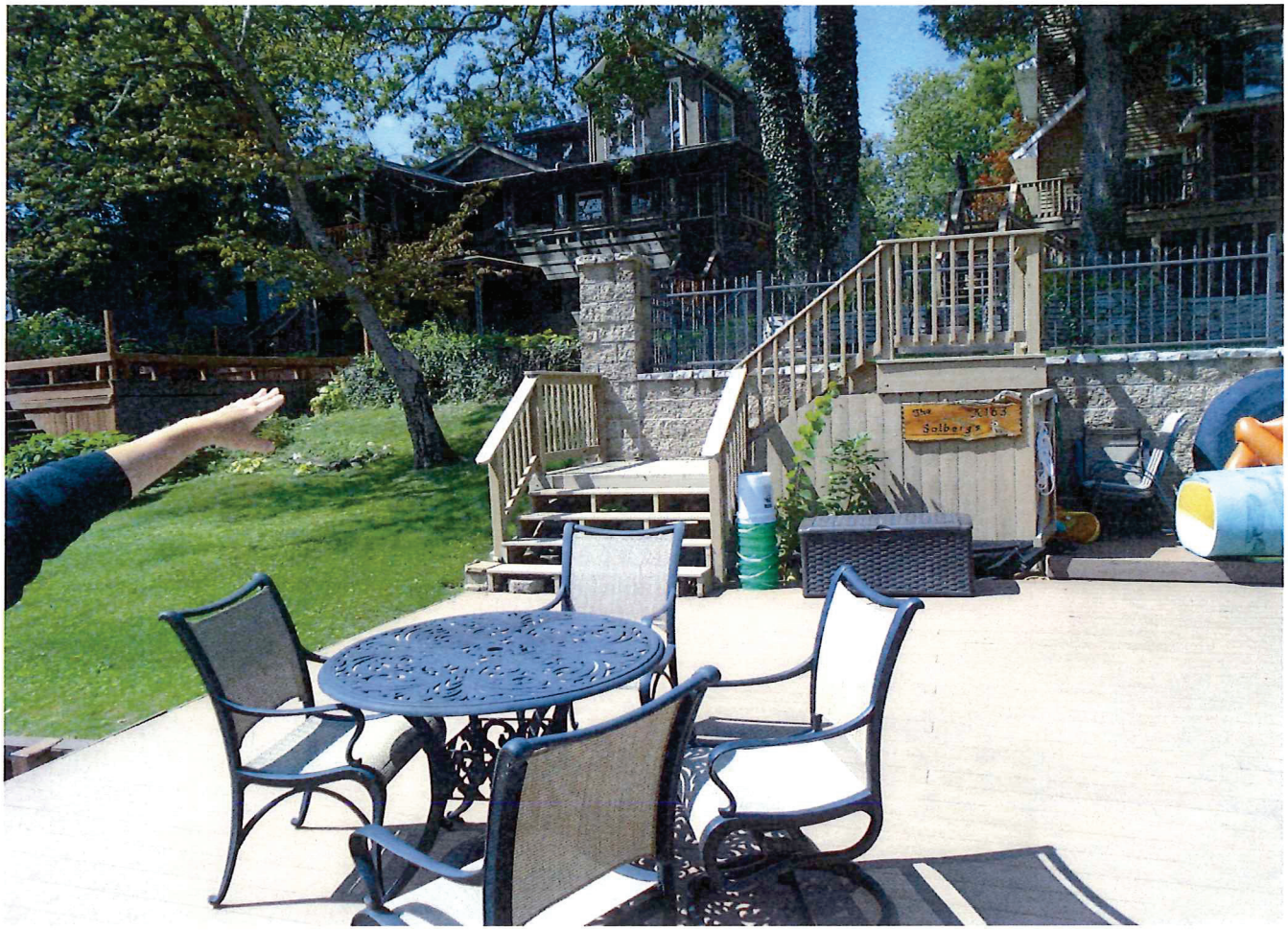





IL 4530 KE







CONSENT AGENDA ITEM NO. 8.Q

FOR COUNCIL: June 24, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Lake Bloomington Lease Transfer of Lot 5 in Block 1 in Camp Iroquois, from the Estate of Doris Jane Schweinberg to the petitioners, Ryan and Heidi White, as requested by the Public Works Department.

RECOMMENDED MOTION:
The proposed Lease Transfer be approved.

STRATEGIC PLAN LINK:
-Goal 1. Financially Sound City Providing Quality Basic Services

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

BACKGROUND: Public Works is recommending the approval of a Petition for the Lake Bloomington Lease Transfer of Lot 5 in Block 1 in Camp Iroquois, from the Estate of Doris Jane Schweinberg, to the petitioners, Ryan and Heidi White. Lot 5 has a residence, a septic system, and one boat dock.

A licensed inspector, Rob Williamson, inspected the septic system on May 11, 2020, and found the system to be in good repair overall, but required two items to be repaired. As noted in a May 27, 2020, letter from the McLean County Health Department, the following two items requiring repair have been repaired by Rob Williamson at the time of inspection:

- The outlet baffles in both septic tanks were not in good condition. The outlet baffles were replaced by Mr. Williamson at the time of the evaluation.
- The vent on the sand filter was not in good condition. The vent was replaced by Mr. Williamson at the time of the evaluation.

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This petition will have a increased financial impact in that the current lease uses the current formula of $0.15 per $100.00 Equalized Assessed Value to determining the Lake Lease Fee. With the current lease rate formula of $0.40 per $100.00 Equalized Assessed Value, this lease will generate approximately $438.29 per year in lease income and $128.28 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance Lease Income account (50100140-57590). The Garbage Collection fee is recorded in Lake Maintenance – Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY 2021 Proposed Budget Book titled "Other Funds & Capital Improvements" on page 88.

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

Respectfully submitted for Council consideration.

Prepared by: Joe Darter, Property Manager

Reviewed by:

Kevin Kothe, City Engineer 6/8/2020

Chris Tomerlin, Budget Manager 6/10/2020

George Boyle

George Boyle, Assistant Corporation Counsel 6/16/2020

Tara Henry, Legislative Assistant 6/18/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- PW 7B Current Lease Schweinberg to White Lake Lease Transfer 06222020
- PW 7C Property Manager Memo Schweinberg to White Lake Lease Transfer 06222020
- PW 7D Petition Schweinberg to White Lake Lease Transfer 06222020
- PW 7E Septic Information Schweinberg to White Lake Lease Transfer 06222020
- PW 7F Agreement Schweinberg to White Lake Lease Transfer 06222020
- PW 7G Location Map Schweinberg to White Lake Lease Transfer 06222020
- PW 7H Unrecorded Plat Map Schweinberg to White 06222020
- PW 7I Structure Map Schweinberg to White Lake Lease Transfer 06222020

- PW 7J Photographs Schweinberg to White Lake Lease Transfer 06222020

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 13TH day of NOVEMBER, 19 96 between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called "City," and EDWARD F. & D. JANE SCHWEINBERG **(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, IL, 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 05 in Block 01 in Camp IROQUOIS, 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 shall pay as rent yearly on or before the 1st day of January of each year an amount calculated in the following manner:

Rent shall be charged at the rate of 15¢ (.15) per $100 of equalized assessed valuation for said premises, including improvements, as established by the Supervisor of Assessments of McLean County. Equalized Assessed Valuation shall be the final assessed valuation of the Supervisor of Assessments after any multipliers have been applied by the Supervisor of Assessments or the Department of Revenue of the State of Illinois. Rent shall be based on the last Equalized Assessed Valuation so determined and shall be adjusted annually in accordance with the above formula. Lessee shall be notified not later than November 1 of each year as to the amount of rent that will be due on the following January 1.

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 unreasonably withhold its consent to an assignment or transfer of this Lease to the spouse of Lessee or to a corporation or other legal entity controlled by Lessee or Lessee's spouse. 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 City 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. 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.

15. 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 Para. 2.

16. 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's Name and Mailing Address
City of Bloomington City Hall 109 E. Olive Street Bloomington, IL 61701	EDWARD F. & D. JANE Schweinberg [redacted]

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

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

-Lessor-

CITY OF BLOOMINGTON

By: _____
Its Mayor

Attest:

_____
Bloomington City Clerk

-Lessee-

[redacted]

[redacted]

_____

CITY OF Bloomington ILLINOIS
PUBLIC WORKS DEPARTMENT

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

MEMORANDUM

June 3, 2020

To: Kevin Kothe, PE, Director of Public Works

From: Joseph M. Darter, Property Manager

Subject: Lot 5, Block 1 in Camp Iroquois Lake Lease Transfer

A Petition and Lake Lease Transfer request has been submitted for Lot 5, Block 1 in Camp Iroquois, from The Estate of Doris Jane Schweinberg to the petitioners, Ryan and Heidi White.

EAV for this property is $109,572. The Lake Lease uses the current lake lease rate of $0.15 per $100.00 of EAV.

This petition will have an increased financial impact in that the current lease uses the current formula of $0.15 per $100.00 Equalized Assessed Value to determining the Lake Lease Fee. With the current lease rate formula of $0.40 per $100.00 Equalized Assessed Value, this lease will generate approximately $438.29 per year in lease income and $128.28 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance Lease Income account (50100140-57590). The Garbage Collection fee is recorded in Lake Maintenance – Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY2020 Budget Book titled "Other Funds & Capital Improvements" on page 88.

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

Sincerely,

Joseph M. Darter

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

MAY 11 2020

That the purchase price and rentals having been paid to the City of Bloomington for:
Lot 5 Block 1 of Camp Iroquois
I respectfully petition the City Council of the City of Bloomington, Illinois to approve the transfer of the Lease on the above property:
From: The Estate of Doris Jane Schweinberg (Sellers Name)
To: Ryan and Heidi White (Buyers Name)

[redacted] berg
(Signatures of Seller)

****

To the Honorable Mayor and City Council of the City of Bloomington, Illinois:
Now comes Ryan & Heidi White (Buyer) and respectfully shows that He/She/They became the purchaser of all right, title and interest of Estate of Doris Jane Schweinberg (Seller) In and to the Lease made on the (Date) 6/22/2020 upon the above property, all located in McLean County, Illinois, together with all the improvements, buildings and appurtenances thereon situated and thereunto belonging, and that the said (Seller) Estate of Doris Jean Schweinberg has executed deed of transfer of their interest in said premises and an assignment of the Leases therefore your petitioner.

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

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

Respectfully submitted,

[redacted]

(Signature of Buyer(s))

****

WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON LOT 5
BLOCK 1 CAMP ~~Kickapoo~~ Iroquois – corrected by Joseph M. Dakore, Property Manager - City of Bloomington, 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) Estate of Doris Jean Schweinberg in and to the premises known as Lot 5 Block 1 in Camp Iroquois, McLean County, Illinois and to the leases thereon executed by the City of Bloomington, Illinois.

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

Executed this _____ day of _____, _____.

_____
, Mayor

McLean County
Health Department
Partners in Prevention

OFFICE
COPY

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

May 27, 2020

Doris Schweinberg Estate
[redacted]

Re: Septic Permit #83-7372
Parcel #08-07-102-004
Lot 132, Lake Bloomington - Iroquois Subdivision

To Whom It May Concern:

On May 19, 2020, this department received a septic system evaluation report from Mr. Rob Williamson, a McLean County licensed private sewage system installer, regarding the above-referenced property. The septic system evaluation was performed on May 11, 2020 and the following deficiencies were noted:

- The outlet baffles in both septic tanks were not in good condition. **The outlet baffles were replaced by Mr. Williamson at the time of the evaluation.**

- The vent on the sand filter was not in good condition. **The vent was replaced by Mr. Williamson at the time of the evaluation.**

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

1. As of February 10, 2014, any proposed new or replacement surface discharging system must have coverage under a National Pollutant Discharge Elimination System (NPDES) permit prior to installation. For more information, please visit our website at https://health.mcleancountyil.gov/

2. Routine sampling of the effluent discharged from the system and the reporting of the laboratory results to a regulatory agency or agencies.

3. The cost of effluent sampling and any additional treatment components needed to keep the system compliant with permit requirements will be the responsibility of the owner of the system.

4. The Illinois Department of Public Health (IDPH) now requires additional operation and maintenance for on-site wastewater treatment systems repaired or installed after January 1, 2014.

5. Future regulations may be implemented by the Illinois Environmental Protection Agency (IEPA) and/or the IDPH for systems constructed prior to February 10, 2014.

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

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

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

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

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

In summary, the septic system was installed in 1983 and is now approximately 37 years old. This office considers the average life expectancy of a septic system to be 20 to 25 years. The property has been vacant and may evaluate differently under normal use conditions.

For information on routine operation and maintenance of your septic system, please visit our website at https://health.mcleancountyil.gov.

If you have any questions, please contact Ms. Samantha Odenthal of this department at (309) 888-5482.

Respectfully,

Thomas J. Anderson
Director of Environmental Health

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

TJA:AC:du

AC-0601-20-086

EVALUATION REPORT FOR A MCLEAN COUNTY PRIVATE SEWAGE DISPOSAL SYSTEM

For Office Use Only
Log #: _____
Date Received: _____

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

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

1. Current Owner Information:

Name: *Doris Schweinberg Estate*
Address: [redacted]
Phone #: Day - - Home - -

2. Requestor Informtion:

Name: *Ryan & Heidi White*
Address: [redacted]
Phone #: Day - - Home - -

3. Property Information:

Parcel Number (Tax ID): ( ) *08-07-102-004* Date Evaluation Performed: *05-11-20*
Address of property evaluated: *24773 Thornapple Hudson* Sub. & Lot: _____
Permit available from Health Dept.: Yes ☒ No ☐ Permit #: *83-7372*

4. Interview Information:

Person interviewed: *Nancy Brady* Original owner: Yes ☐ No ☒
Age of home (years): *71* Intended for seasonal use: Yes ☐ No ☒
Date last occupied: *1 yr ago* Number of occupants: *2*
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: *septic* Hot tub discharges to: *n/a*

Basement plumbing fixtures:
a. *n/a*
b. _____
c. _____
d. _____

Discharge locations:
a. _____
b. _____
c. _____
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: *n/a*

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
Depth of soil to top of tank: *6* inches		
Tank has access within 12" of ground surface	☒	☐
Size: *550* gallons Type:		
Meets current code:	☒	☐
Tank lids in good condition:	☒	☐
Inlet baffle in good condition:	☒	☐
Evidence of solids on inlet baffle:	☐	☒
Outlet baffle in good condition:	☒	☐
Evidence of solids on outlet baffle:	☐	☒
Water standing in outlet:	☐	☒
Water level below outlet:	☐	☒
Tank needs to be pumped:	☐	☒
Outlet device/filter on tank:	☐	☒
Type:		
Back flow into tank from system after pumping:		
Yes ☐ No ☐ N/A ☐		

Tank Two: N/A ☐	Yes	No
Depth of soil to top of tank: *48* inches		
Tank has access within 12" of ground surface	☒	☐
Size: *1250* gallons Type:		
Meets current code:	☒	☐
Tank lids in good condition:	☒	☐
Inlet baffle in good condition:	☒	☐
Evidence of solids on inlet baffle:	☐	☒
Outlet baffle in good condition:	☒	☐
Evidence of solids on outlet baffle:	☐	☒
Water standing in outlet:	☐	☒
Water level below outlet:	☐	☒
Tank needs to be pumped:	☐	☒
Outlet device/filter on tank:	☐	☒
Type:		
Back flow into tank from system after pumping:		
Yes ☐ No ☐ N/A ☐		

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

Depth to top of field: inches to inches

Square feet of field: square feet

	Yes	No
Meets current code sizing requirements:	☐	☐
Seepage standing on ground surface:	☐	☐
Lush vegetation or saturated soil on or near seepage field area:	☐	☐
Evidence that water has ponded over seepage field or the soil is saturated:	☐	☐
Solids or "carry over" material present in the rock or bedding material:	☐	☐

Depth of water in trench : inches

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

	Yes	No
Are the serial distribution relief or "step-down" pipes in compliance with Section 905.60 (d) of the code?	☐	☐

D. SEEPAGE BED -- This Section N/A ☒

Depth to top of bed: inches to inches

Square feet of bed: square feet

	Yes	No
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

E. SAND FILTER -- This Section N/A ☐

Minimum soil cover depth to top of sand filter: 19 inches

Square feet of sand filter: 400 square feet

	Yes	No
Is water standing in the distribution pipes or in the rock that surrounds the pipe:	☐	☒
Meets current code sizing requirements:	☒	☐
Seepage standing on ground surface over filter:	☐	☒
Lush vegetation on or near sand filter:	☐	☒
Evidence if water has ponded over sand filter:	☐	☒
Sand filter vented as required:	☐	☒
Vent in good repair:	☒	☐
Chlorinator with screw on cap present:	☒	☐
Chlorinator tube with corrosion resistant handle present:	☒	☐
Evidence of chlorination:	☒	☐
Evidence of restricted flow in chlorinator:	☐	☒
Sample port with screw on cap present:	☒	☐

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

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

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

G. AEROBIC UNIT -- This Section N/A ☒

Manufacturer: _____ Model number: _____

Size of unit: _____ gallons

	Yes	No
Pump running at time of inspection:	☐	☐
Current maintenance contract in place:	☐	☐
Who is maintenance contract with: _____		
Alarm present:	☐	☐
Alarm location: _____		
Alarm properly working with audio and visual functions:	☐	☐

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

If other, what method of chlorination is used: _____

Chlorinator with screw on cap present:	☐	☐
Chlorinator tube with corrosion resistant handle present:	☐	☐
Evidence of chlorination:	☐	☐

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

Include all distances as described below.

NOTE: Be sure to attach drawing to this report.

The following distances must be verified to ensure all the information is correct and available in the future.		
***Well or cistern to: N/A ☐**	***Geothermal unit to: N/A ☐**	***Building to:**
Septic tank: feet	Septic tank: feet	Septic tank: feet
Seepage system: feet	Seepage system: feet	Seepage system: feet
Sand filter: feet	Sand filter: feet	Sand filter: feet
Effluent tile: feet	Effluent tile: feet	Effluent tile: feet
Effluent discharge: feet	Effluent discharge: feet	Effluent discharge: feet
Geothermal unit: feet	Aerobic unit: feet	Geothermal unit: feet
Aerobic unit: feet		Aerobic unit: feet
***Water line to:**	***Body of water to: N/A ☐**	
Septic tank: feet	Septic tank: feet	
Seepage system: feet	Seepage system: feet	
Sand fitler: 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 tanks does not need to be pumped at this time but they should be checked regularly and pumped as needed in the future. The outlet baffle in the first tank needed to be replaced and was replaced following this evaluation. The outlet baffle in the second tank needed to be replaced and was replaced following this evaluation. A riser was installed on the second tank. The sand filter needed a vent tee and one was installed. This septic system appears to be functioning at this time. The house is vacant so the septic system could evaluate differently under normal water usage. The average life of a septic system is about 25 years. this septic system is 37 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

05-19-20

Date

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 22nd day of June, 2020 between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and Ryan and Heidi White

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

WITNESSETH

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

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

   Lot 5 in Block 1 in Camp Iroquois according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

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

3. RENT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. TERMINATION BY LESSEE. Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any

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

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

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

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

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

City

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

Lessee Name and Mailing Address

Ryan and Heidi White
[redacted]

Lessee Billing Address

Ryan and Heidi White
[redacted]

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

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

-Lessor-

CITY OF BLOOMINGTON

By: _____
Its Mayor

Attest:

_____
City Clerk

-Lessee-

[redacted]

[redacted]

_____

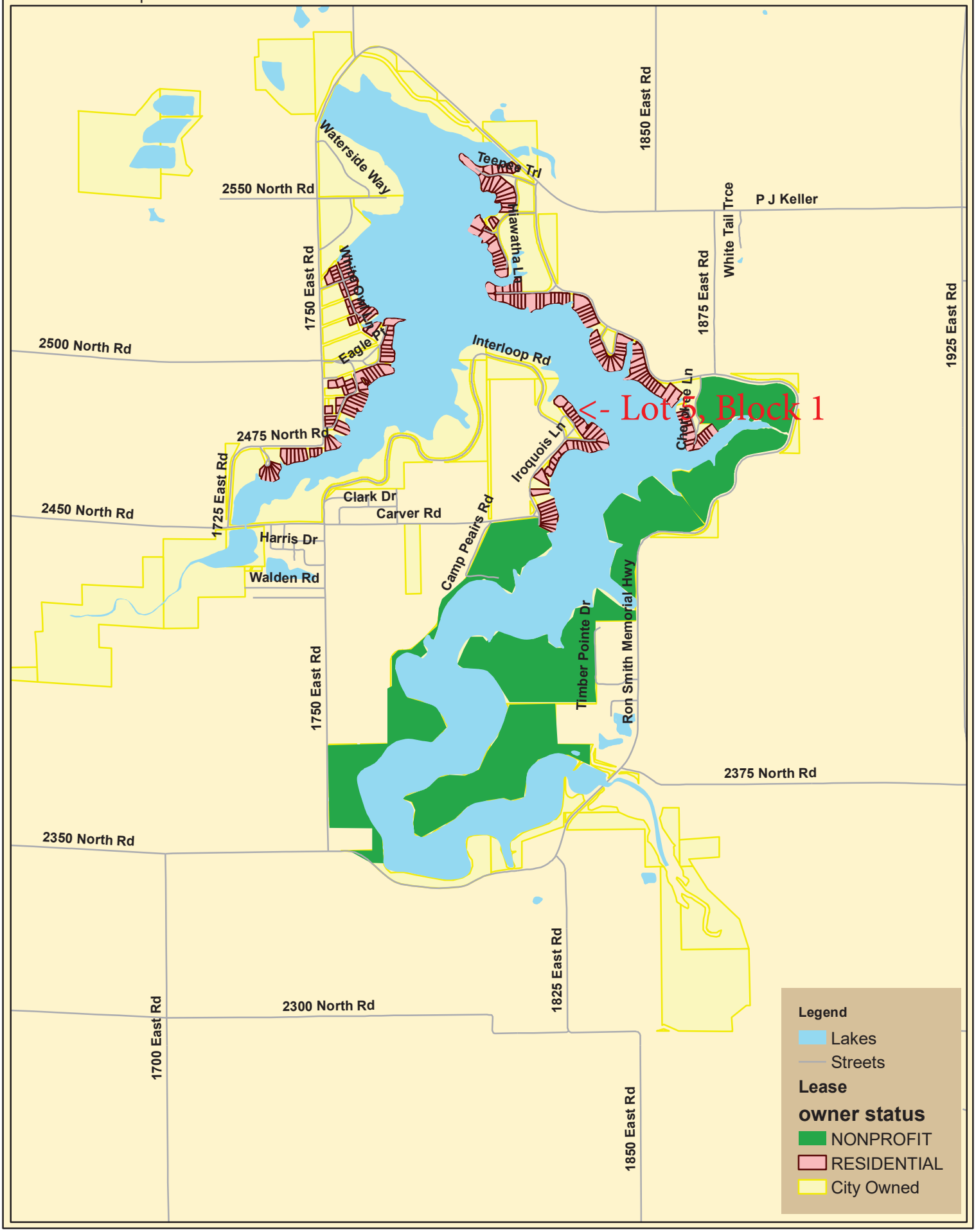
CITY OF BLOOMINGTON

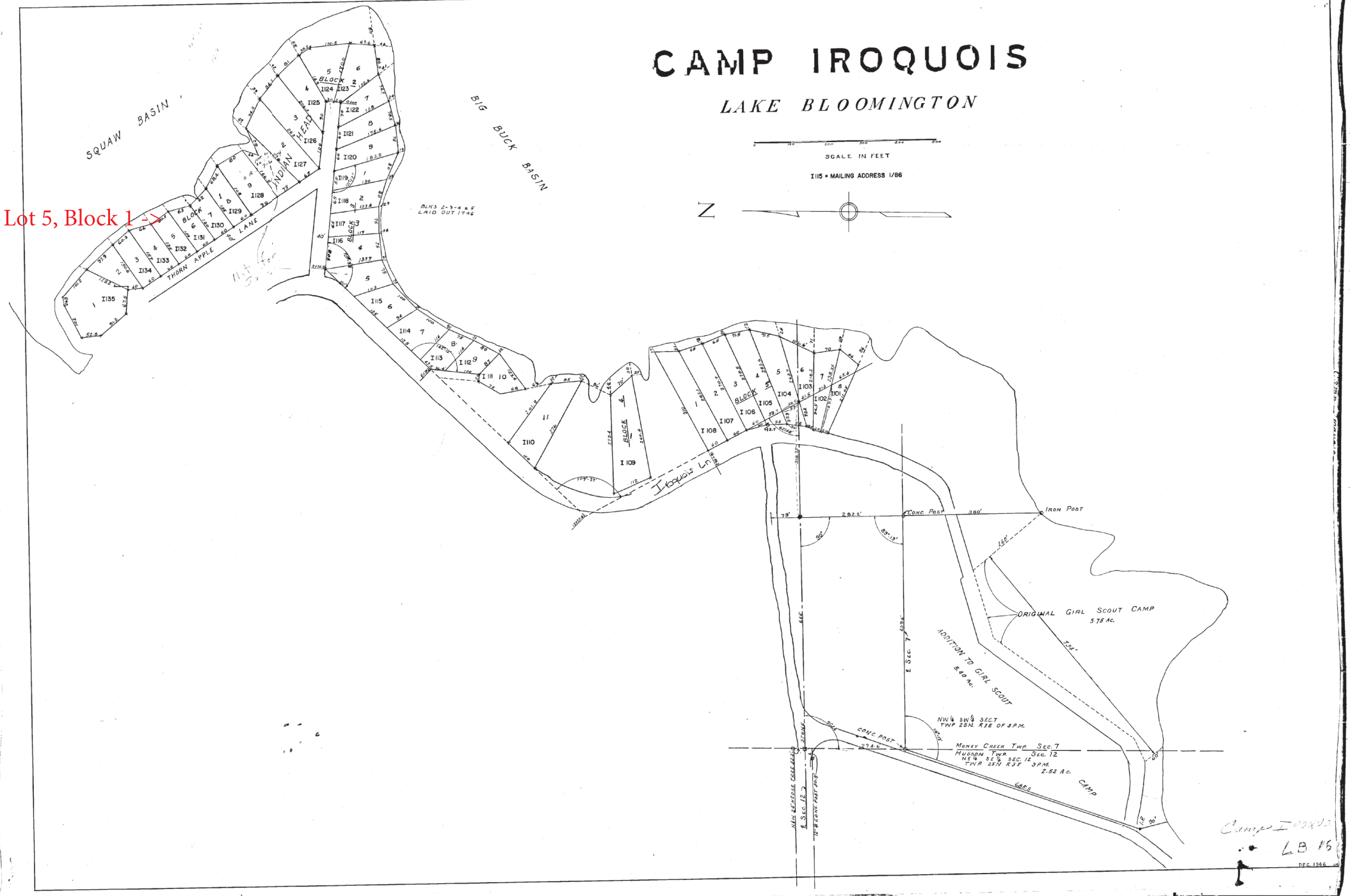
DATE 06/01/2010

Public Works Department

Lake Bloomington Lease Map

0 1,000 2,000 Feet





Lot 5, Block 1 ->

Camp Iroquois
LB 16

Lot 5 Block 1 Structure Map



6/3/2020, 10:02:36 AM

1:564

0 0 0.01 0.01 mi

0 0.01 0.01 0.02 km

Address - Full

PIN

Parcels

McGIS, Mclean County Museum of History

Web AppBuilder for ArcGIS
Copyright 2020. McLean County GIS Consortium



CONSENT AGENDA ITEM NO. 8.R

FOR COUNCIL: June 24, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Lake Bloomington Lease Transfer and Supplemental Agreement for Lot 7 in Block 1 in Camp Iroquois, from Janet Alikonis, to the petitioners, Gregory and Lisa Benoit, as requested by the Public Works Department.

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

STRATEGIC PLAN LINK:
-Goal 1. Financially Sound City Providing Quality Basic Services

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

BACKGROUND: Public Works is recommending the approval of a Petition and Supplemental Agreement for the Lake Bloomington Lease Transfer of Lot 7, Block 1 in Camp Iroquois, from Janet Alikonis, to the petitioners, Gregory and Lisa Benoit. Lot 7 has a residence, no septic system, and no boat dock.

A licensed inspector, Rob Williamson was unable to find a septic system on the leased lot. Mr. Williamson did find a plastic pipe that emptied into a drum buried underground. McLean County Health Department did not have any septic system records for the subject property. The house was originally purchased in 1949 by Janet Alikonis and used as a weekend cabin and for the last several decades, has been unoccupied.

The proposed Lessee has entered into a supplemental agreement with the City of Bloomington to install a new septic system on the leased lot pursuant to all federal, state and municipal codes and regulations. The house on the lot is greatly deteriorated and the Lessee intends to due major cleanup and remodeling. The Lessee has agreed to install a new septic system within six months of the execution of the lease.

There is not 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. The proposed lessee has completed the boat dock permit application and once approved, will install a boat dock.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This petition will have a financial impact in that the current lease uses the flat rate formula of $15 per year for determining the Lake Lease Fee. With the current lease rate formula of $0.40 per $100.00 Equalized Assessed Value, this lease will generate approximately $318.66 per year in lease income and $128.28 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance Lease Income account (50100140-57590). The Garbage Collection fee is recorded in Lake Maintenance – Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY 2021 Proposed Budget Book titled "Other Funds & Capital Improvements" on page 88.

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

Respectfully submitted for Council consideration.

Prepared by: Joe Darter, Property Manager

Reviewed by:

Kevin Kothe, City Engineer 6/8/2020

Chris Tomerlin, Budget Manager 6/10/2020

George Boyle

George Boyle, Assistant Corporation Counsel 6/16/2020

Tara Henry, Legislative Assistant 6/18/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- PW 8B Current Lease Alikonis to Benoit Lake Lease Transfer 06222020
- PW 8C Property Manager Memo Alikonis to Benoit Lake Lease Transfer 06222020
- PW 8D Petition Alikonis to Benoit Lake Lease Transfer 06222020
- PW 8E Agreement Alikonis to Benoit Lake Lease Transfer 06222020
- PW 8F Supplemental Agreement Alikonis to Benoit Lake Lease Transfer 06222020
- PW 8G Location Map Alikonis to Benoit Lake Lease Transfer 06222020

- PW 8H Unrecorded Plat Map Alikonis to Benoit Lake Lease Transfer 06222020
- PW 8I Structure Map Alikonis to Benoit Lake Lease Transfer 06222020
- PW 8J Photograph Alikonis to Benoit Lake Lease Transfer 06222020

ARNOLD LAW OFFICE
306 NORTH CENTER STREET
BLOOMINGTON, ILLINOIS 61701

BEN R. ARNOLD (1914-1983)
B. McLEAN ARNOLD

TELEPHONE (309) 827-8212
FAX (309) 827-3305

July 19, 1999

Hannah Eisner
Legal Department
City of Bloomington
109 E. Olive Street
Bloomington, IL 61701

RE: Lots 6 and 7, Block 1, Iroquois Camp Subdivision,
Lake Bloomington, Illinois

Dear Hannah:

Please be advised there is an encroachment by Lot 6 onto Lot 7 but the use is permissive and I have recorded the survey of Lot 7 at the McLean County Recorder's Office and I am hereby notifying the City of Bloomington regarding same.

I wanted you to have this information for your records.

Sincerely,

[redacted]

McLean Arnold
Attorney at Law

MA:mw

cc: Janet Alikonis

COPY

99 22689

RUTH WEBER McLEAN

JUL 21 1999

ENCROACHMENT OF LOT 6 ONTO LOT 7
AS PER ATTACHMENT

Lot 6 Legal Description:

Lot 6 in Block 1 in Camp Iroquois according to a private unrecorded Plat of the ground belonging to the City of Bloomington, in Hudson and Money Creek Townships, in McLEAN COUNTY, ILLINOIS

Prepared by and return to:

McLean Arnold
Attorney at Law
306 N. Center Street
Bloomington, IL 61701

Prepared +
Return to:
Janet
Alikonis
RR1
Box 263
Hudson IL
61748

97- 8705
04-15-1997 10:40:47 AM
RUTH WEBER, Recorder
McLean County, IL

Scanned

OWNER'S CERTIFICATE

MICROFILMED

STATE OF ILLINOIS)
)SS
COUNTY OF McLEAN)

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, hereby certifies that I am the owner of the lease of all the premises embodied in the attached plat of the property survey of the "I-130 Iroquois Camp, McLean County, Illinois" by David A. Schmelig, Illinois Licensed Professional Land Surveyor Number 35-2321.

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of April, 1997.

[redacted]
Janet S. Alikonis

Subscribed and sworn to before me, a Notary Public, this 15th day of April, 1997.

"OFFICIAL SEAL"
Rebecca Nabakowski
Notary Public, State of Illinois
My Commission Expires 04/03/00

Notary Public

N

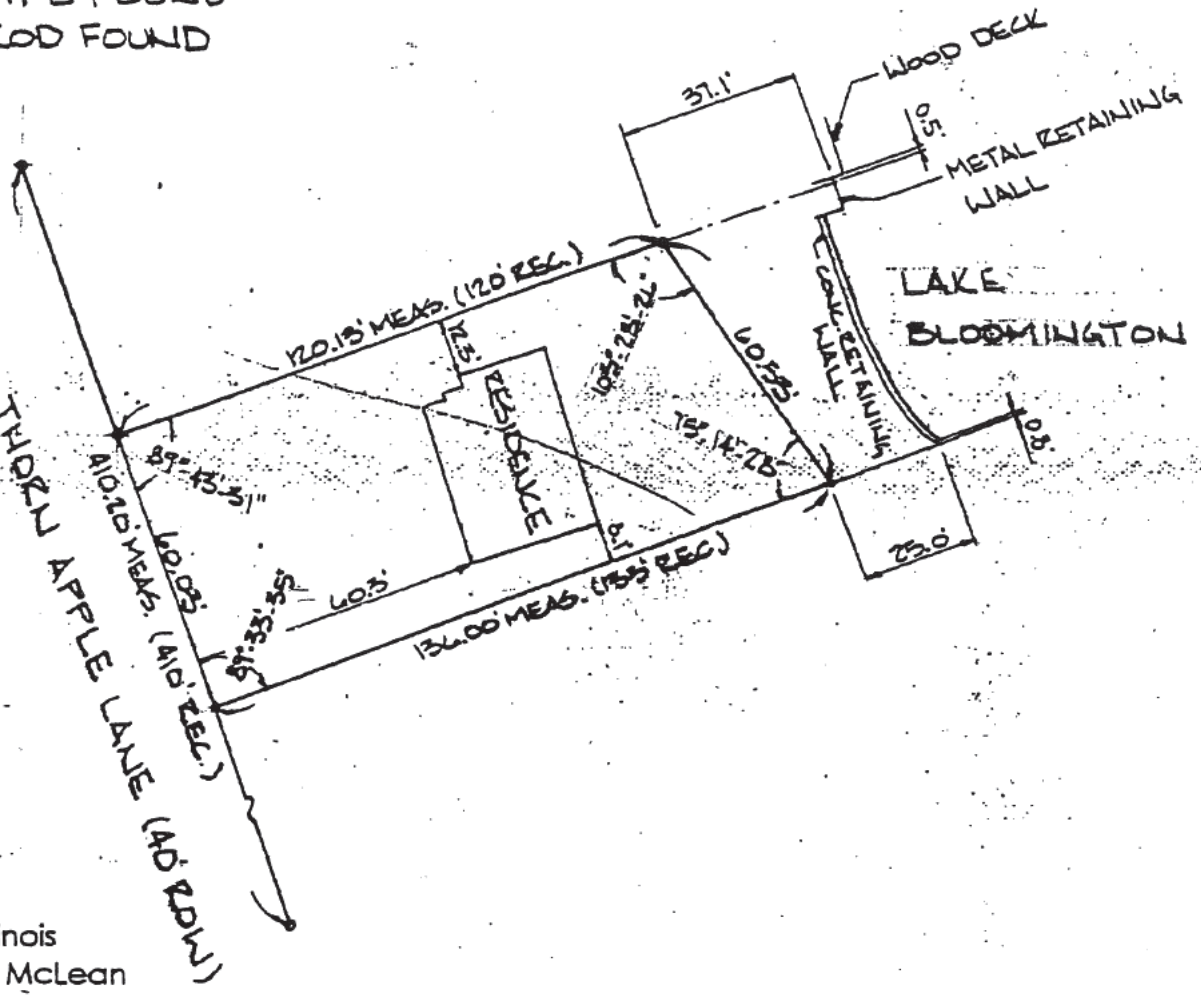
SCALE 1"=40

97 8705

•-IRON ROD

°-IRON PIPE FOUND

•-IRON ROD FOUND



State of Illinois
County of McLean

We at David A. Schmelig, Engineers, do hereby certify that we have surveyed Lot 7 of Block 1 of the Iroquois Camp Subdivision of Lake Bloomington (unrecorded), McLean County, Illinois

We further certify that the attached plat correctly describes said survey. Dated this 5th day of March 1996.

by:

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

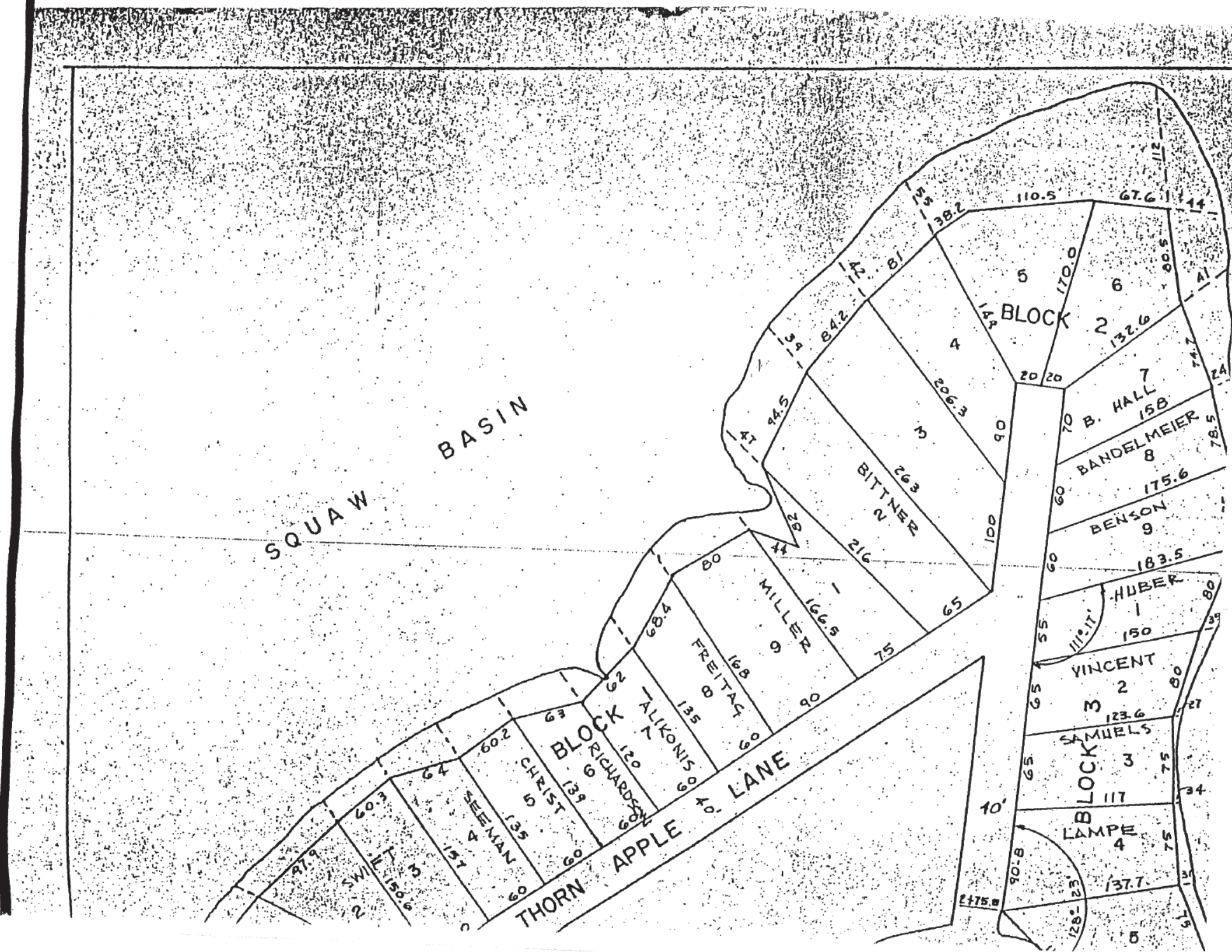
David A. Schmelig, Illinois Licensed
Professional Land Surveyor No. 35-2321

97 8705

PT NE¼, SEC 7, T25N, R5E, 3PM

Date	Revised	Drawn by	Checked by
3-'96		ADJ	
Job no. 1958	Sheet title PROPERTY SURVEY I-150 IROQUOIS CAMP McLEAN CO., ILLINOIS		
Sheet no. 1			

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


SQUAW
BASIN
THORN
APPLE
LANE
BLOCK
5
6
4
3
2
1
7
8
9
BITTNER
MILLER
FREITAG
TALIKONIS
RICHARDSON
CHRIST
SEEMAN
B. HALL
BANDELMEIER
BENSON
HUBER
VINCENT
SAMUELS
LAMPE
110.5
67.6
170.0
132.6
206.3
263
216
166.5
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120
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137
175.6
183.5
123.6
117
137.7
90.8
84.2
94.5
68.4
60.2
60.3
97.9
156.6
175.8

LEASE

This lease, made this 8 day of October, 1979, by and between the City of Bloomington, a municipal corporation, of McLean County, Illinois, of the first part, hereinafter called the lessor, and Janet S. Alikonis of City of Pontiac, County of Livingston, State of Illinois, of the second part, hereinafter called the lessee, (to be taken in such number and from such gender as shall be appropriate).

The lessor, for and in consideration of the rents, covenants and agreements hereinafter mentioned by said lessee to be paid, kept and performed, has granted, demised and let, and by these presents does grant, demise and let unto the lessee, his heirs, executors, administrators and assigns, all of the following lands and tenements, situated in McLean County, described as follows:

Lot 7 in Block 1 in Camp Iroquois (23-08-07-102-006 according to the private unrecorded plat of the ground belonging to said lessor located around Lake Bloomington, in Hudson and Money Creek Townships, in McLean County, Illinois.

TO HAVE AND TO HOLD the above described premises, with the appurtenances, to said lessee, his heirs, executors, administrators and assigns until the first day of January, 2032, the lessee, his heirs, executors, administrators and assigns covenanting and paying therefor unto the first party its successors and assigns as follows:

1. The lessee shall pay the sum of Fifteen ($15.00) Dollars, cash in hand, upon the execution of this agreement, and on or before the first day of January of each year, as rent, the sum of Fifteen ($15.00) Dollars.

2. It is further agreed that the lessee shall pay during the life of this lease all taxes that may be levied against said premises or improvements thereon by the Government of the United States, the State of Illinois or any subdivision of either.

3. All improvements to be made on said lot are to be located under the direction of the lessor and all plans and specifications must first be submitted to the lessor for approval, and no additions shall be made to said improvements without the lessor's consent and according to directions.

4. The lessee shall at all times hereafter keep said premises and the structures thereon in good sanitary condition and use all reasonable care to keep the same safe from danger by fire and shall without delay comply with the by-laws and sanitary regulations of the lessor and further agrees that in default in this regard the lessor, by its servants and agents, may enter thereon and remove therefrom any and all nuisances that may in the opinions of the lessor be injurious to health of the occupants of said premises and agrees to pay the lessor all expenses and costs incurred for such removal within ten days thereafter. Said lessee shall keep said premises free and clear of anything that may endanger by fire the buildings thereon or adjacent thereto. Said lessee shall also keep said premises free and clear of noxious weeds and debris and in a neat and sanitary condition and to conform to all rules and regulations that may hereafter be prescribed by the lessor or the law of the State of Illinois.

5. The lessee agrees and is to install and use on said premises such type of sanitary water closets, sinks, garbage cans and other paraphernalia for the disposal of waste as may be approved by the lessor or the State Department of Public Health of the State of Illinois, or any board set up by the State that shall have in charge sanitation and public health in the State of Illinois. The lessee further agrees that he will so use and occupy said premises so in no way contaminate the waters of Lake Bloomington. Lessee further agrees that whenever sewer connections are made available to said premises and it is ordered by the lessor that connections should be made therewith, that he will connect all water closets, cesspools, sinks and drains to said sewer.

6. Lessee further agrees to pay such reasonable water rate or tax for the use of water furnished by the lessor and such garbage and sanitation charges as shall be fixed from time to time by the lessor and according to the rules and regulations as to the time of payment as the lessor may fix.

7. The lessee and those occupying under him shall at all times be subject to such rules and regulations as may from time to time be laid down by lessor, its successors and assigns, in the occupation and use of said premises and the use of Lake Bloomington; and said lessee shall not engage in or permit others to engage in any occupation, business or practice on said premises that shall in any way conflict with or be in violation of any law or the by-laws or regulations of the lessor in effect at that time or thereafter adopted, or use said premises in violation of any laws of any government unit having jurisdiction over said territory. Such violation shall render this lease null and void.

8. Lessee shall use said premises for the purpose of a private dwelling or residence only, except upon special permit from the lessor. No more than one residence shall be built on one lot. No trees or saplings shall be felled or trimmed without the permission of the lessor.

9. The lessee shall not sell, assign or transfer this lease or sublet or allow other persons to occupy said premises without the written consent of the lessor; nothing herein contained, however, shall prevent the lessee from mortgaging said premises for the purpose of securing funds to construct a home thereon or to repair existing structures on the leasehold, but in no event, however, shall this clause be construed to mean that the lessee shall mortgage any more than his lease interest and that the fee to the lot shall remain in the lessor regardless of any foreclosure proceedings.

10. All bills due the lessor by the lessee for water, garbage disposal, etc., if not paid within thirty days after the same shall be due and payable, shall be increased ten per cent of their amount.

11. The lessee shall have the right to use Lake Bloomington for boating, swimming and fishing under such rules and regulations as now or may hereafter be prescribed by the lessor.

12. If the lessee shall fail to pay or perform any act as herein agreed, then this lease at the election of the lessor be null and void and all improvements on said premises shall be forfeited to the lessor and the lessor shall be entitled to immediate possession of said premises and improvements. And in case this lease shall be declared void lessee shall thereforth be deemed a mere tenant holding over after the expiration of this lease and be liable to be proceeded against without notice to quit. Notice to quit and of a forfeiture are hereby waived. And the lessor upon such default shall be at liberty to sell or lease the premises to any person or persons whomsoever without being liable in law or equity to the lessee or any person claiming under him for any damages in consequence of such sale or lease. And the lessor shall have the right to recover all damages sustained by reason of the holding over of the lessee without permission. It is understood that TIME is and shall be deemed and taken as of the very essence of this agreement; that unless the same shall in all respects be complied with by the lessee at the respective times and in the manner above limited and declared, the lessee shall lose and be debarred from all rights, remedies and actions, either in law or in equity, upon or under this lease.

13. It is further agreed that in case default should be made by the lessee in any of the conditions stipulated to be performed by him and the lessor shall see fit to declare this lease void, such declaration shall be made and this lease forfeited by notice thereof addressed to the lessee at _____ and this shall constitute a good and sufficient notice and service thereof, or by the re-entry and taking possession without notice.

14. This agreement shall be binding upon the heirs, executors, administrators and assigns of the respective parties hereto.

IN WITNESS WHEREOF the lessor has caused this instrument to be executed by its Mayor and City Clerk, and its seal attached hereto, and the lessee has hereunto set his hand and seal, all on the day and year first above written.

Attest:

By: Darlene Cardiman
Its City Clerk

CITY OF BLOOMINGTON, ILLINOIS

Richard Buchanan
Its Mayor.

[redacted] (Seal)

(Seal)

(Seal)

97 8705

CITY OF Bloomington ILLINOIS
PUBLIC WORKS DEPARTMENT

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

MEMORANDUM

June 3, 2020

To: Kevin Kothe, PE, Director of Public Works

From: Joseph M. Darter, Property Manager

Subject: Lot 7, Block 1 in Camp Iroquois Lake Lease Transfer

A Petition and Lake Lease Transfer request has been submitted for Lot 7, Block 1 in Camp Iroquois, from Janet Alikonis to the petitioners, Gregory and Lisa Benoit.

EAV for this property is $79,664. The Lake Lease uses the flat rate formula of $15 per year.

This petition will have a financial impact in that the current lease uses the flat rate formula of $15 per year to determining the Lake Lease Fee. With the current lease rate formula of $0.40 per $100.00 Equalized Assessed Value, this lease will generate approximately $318.66 per year in lease income and $128.28 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance Lease Income account (50100140-57590). The Garbage Collection fee is recorded in Lake Maintenance – Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY2020 Budget Book titled "Other Funds & Capital Improvements" on page 88.

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

Sincerely,

Joseph M. Darter

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

dotloop signature verification: dtlp.com/OGAMQgn5en

CITY OF Bloomington ILLINOIS

Lake Bloomington Lease Transfer Petition

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

LOT: 7 BLOCK 1 of Camp Iroquois

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

From: (please print) JANET ALIKONIS (Seller Name)

To: (please print) Gregory Benoit & Lisa Benoit (Buyer Name)

Signatures of Sellers [redacted]

Signatures of Sellers [redacted]

****

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

Now comes (please print) Gregory Benoit (Buyer) and respectfully shows that He/She/They became the purchaser of all right, title, and interests of JANET ALIKONIS (Seller) In and to the Lease made on the (Date) _____ upon the above property, all located in McLean County, Illinois, together with all the improvements, buildings and appurtenances thereon situated and thereunto belonging, and that the said (Seller) JANET ALIKONIS has executed deed of transfer of their interest in said premises and an assignment of the Leases therefore your petitioner.

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

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

Respectfully submitted

Signature of Buyer [redacted]

Signature of Buyer

109 E. Olive
PO Box 3157
Bloomington, Illinois 61702-3157

Phone: (309) 434-2210
Fax: (309) 434-2802
TTY (309) 829-5115

dotloop signature verification: dlp://...

CITY OF Bloomington ILLINOIS

****

WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON:

LOT 7 BLOCK 1 CAMP Iroquois,

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) Janet Alikonis, in and to the premises knows as LOT 7 BLOCK 1 in Camp Iroquois, in McLean County, Illinois and to the leases thereon executed by the City of Bloomington, Illinois.

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

Executed this _____ day of June, 2020.

_____

, Mayor

109 E. Olive
PO Box 3157
Bloomington, Illinois 61702-3157

Phone: (309) 434-2210
Fax: (309) 434-2802
TTY (309) 829-5115

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the _____ day of June, 2020 between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and Gregory & Lisa Benoit

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

WITNESSETH

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

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

   Lot 7 in Block 8 in Camp Iroquois according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

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

3. RENT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. TERMINATION BY LESSEE. Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any

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

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

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

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

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

City

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

Lessee Name and Mailing Address

Gregory Bassett
[redacted]

Lessee Billing Address

Same As Above

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

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

-Lessor-

CITY OF BLOOMINGTON

By: _____
Its Mayor

Attest:

_____
City Clerk

-Lessee-

[redacted]

[redacted]

_____

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 Gregory and Lisa Benoit, (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 7 in Block 1 in Camp Iroquois and enforceable under the terms of said lease.

1. Replace the septic system to meet all federal, state and municipal rules and regulations within six (6) months from the date of lease execution.

2. Pay all tree assessments fees for trees that will be impacted during the construction process of installing the new septic system.

3. Apply for the 2020 Boat Dock Permit.

4. This supplement lease agreement shall be enforceable under the terms of the lease it supplements in the same manner and to the same extent as the terms of the lease.

LESSOR: City of Bloomington,
a Municipal Corporation

By:_____
Tari Renner, Mayor

ATTEST:_____
Leslie Yocum, City Clerk

LESSEES:

[redacted]
_____ _____
Gregory Benoit

[redacted]
_____ _____
Lisa Benoit

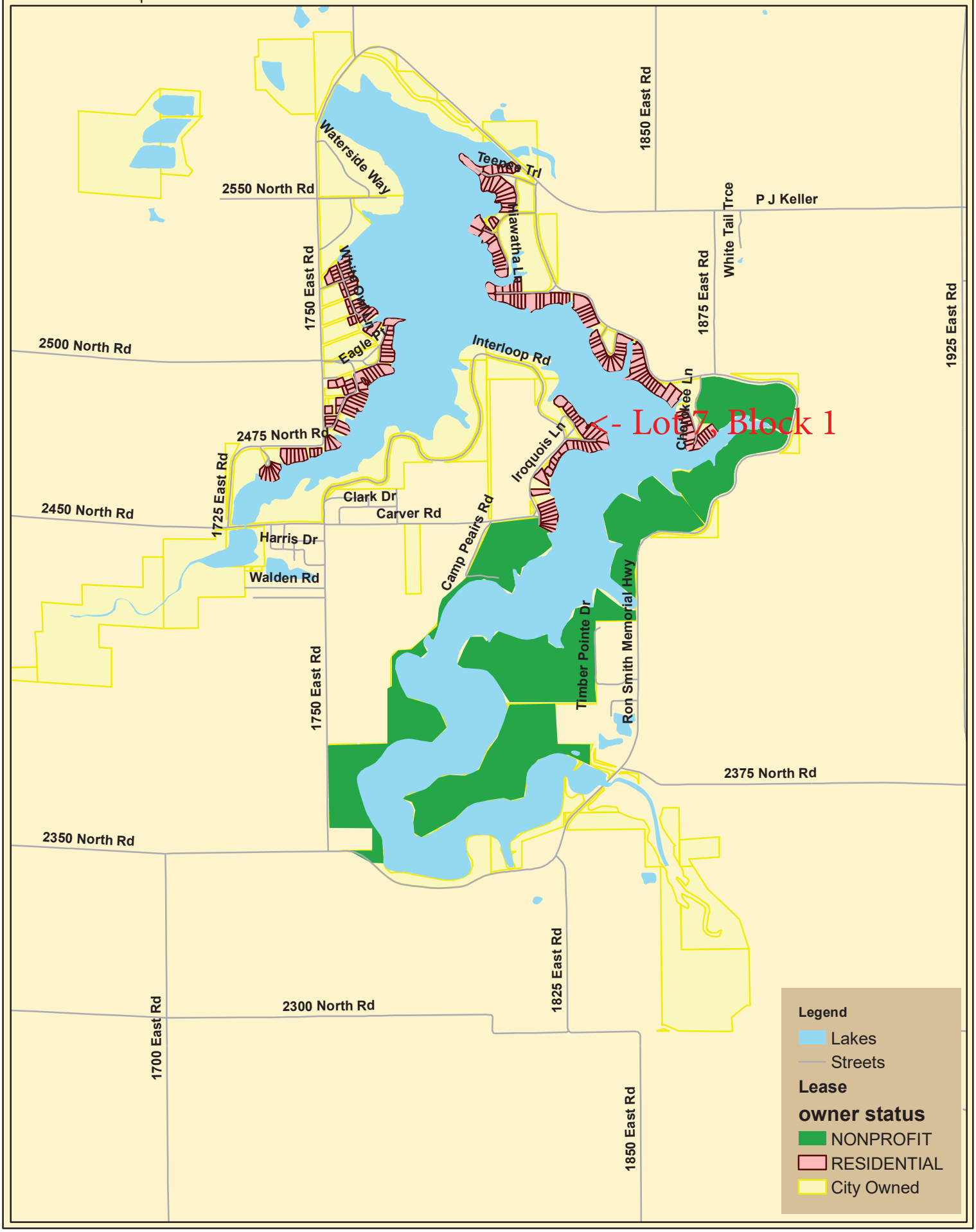
CITY OF BLOOMINGTON

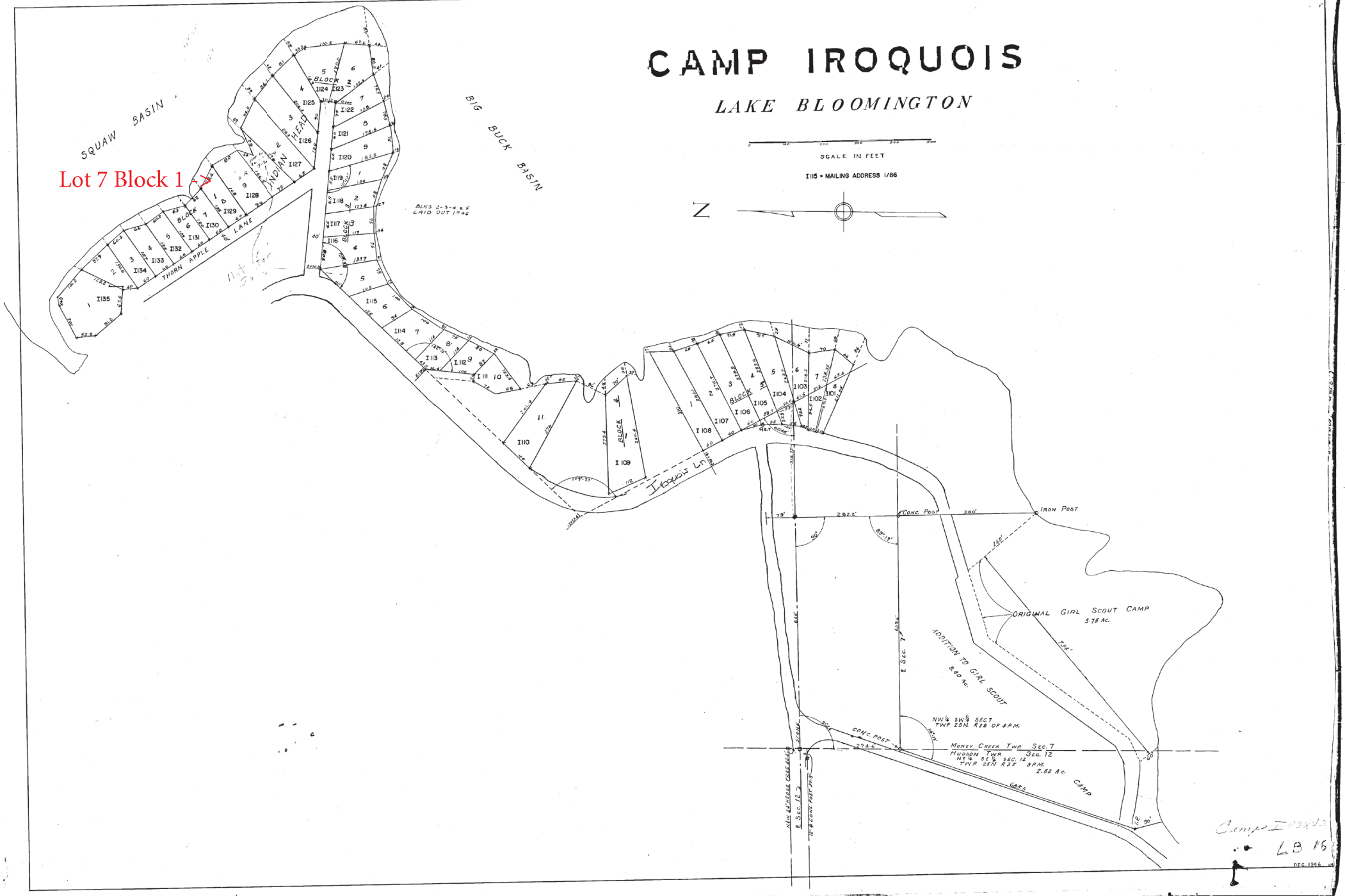
DATE 06/01/2010

Public Works Department

Lake Bloomington Lease Map

0 1,000 2,000 Feet




CAMP IROQUOIS
LAKE BLOOMINGTON
SCALE IN FEET
I115 • MAILING ADDRESS 1/86
SQUAW BASIN
BIG BUCK BASIN
Lot 7 Block 1 >>
BLKS 2-3-4 & 5 LAID OUT 1946
INDIAN HEAD LANE
THORN APPLE LANE
IROQUIS LN
CONC POST
IRON POST
ORIGINAL GIRL SCOUT CAMP 5.75 Ac.
ADDITION TO GIRL SCOUT 5.40 Ac.
NW¼ SW¼ SEC.7 TWP 25N. R3E OF 3 P.M.
MONEY CREEK TWP. SEC.7
HUDSON TWP. SEC. 12
NE¼ SE¼ SEC. 12 TWP 25N R3E 3 P.M.
2.52 Ac.
CAMP
DEC. 1946

Lot 7 Block 1 Structure Map



6/3/2020, 10:06:35 AM

1:564

0 0 0.01 0.01 mi

0 0.01 0.01 0.02 km

Address - Full

PIN

Parcels

McGIS, Mclean County Museum of History

Web AppBuilder for ArcGIS
Copyright 2020. McLean County GIS Consortium



CONSENT AGENDA ITEM NO. 8.S

FOR COUNCIL: June 24, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

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

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

STRATEGIC PLAN LINK:
-Goal 1. Financially Sound City Providing Quality Basic Services

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

BACKGROUND: Public Works is recommending the approval of a Petition and Supplemental Agreement for the Lake Bloomington Lease Transfer of Lot 3, Block 19 in Camp Potawatomie, from Pinder Hudson, to the petitioners, Thomas E. Herr, Trustee of the Thomas E. Herr Trust (UTA 05/08/2020), and Serena M. Herr, Trustee of the Serena M. Herr Trust (UTA 05/08/2020). Lot 3 has a residence, a septic system, and one boat dock.

A licensed inspector, Rob Williamson, inspected the septic system on May 12, 2020, and found the system to be in disrepair. As noted in a May 15, 2020, letter from the McLean County Health Department, the following are the deficiencies of the system:

- The dewatering system discharges to the septic system. This must be rerouted away from the septic system.
- The septic tank is a minimum of 100 gallons too small. This may remain as is until the septic system is repaired or replaced.
- The inlet and outlet baffles in the septic tank are not properly designed. This must be corrected.
- There are solids on the inlet and outlet baffle of the septic tank. This could be an indication the tank has not been properly maintained or the system has backed up at some point in time.
- The septic tank does need to be pumped at this time.
- The seepage field has been installed up to 12” deeper than allowed by current code. This may remain as is until the septic system is repaired or replaced.
- The seepage field is a minimum of 360 square feet too small. This may remain as is until the septic system is repaired or replaced.

The proposed Lessee has entered into a supplemental agreement with the City of Bloomington to install a new septic system on the leased lot pursuant to all federal, state and municipal codes and regulations. Due to the home requiring foundation repairs, the Lessee has agreed to install a new septic system within two months of the execution of the lease, immediately following the foundation repairs. The proposed lessee has established an escrow account with adequate funding for the septic system installation.

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This petition will have a financial impact in that the current lease uses the current formula of $0.15 per $100.00 Equalized Assessed Value to determining the Lake Lease Fee. With the current lease rate formula of $0.40 per $100.00 Equalized Assessed Value, this lease will generate approximately $389.90 per year in lease income and $128.28 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance-Lease Income account (50100140-57590). The Garbage Collection fee is recorded in Lake Maintenance–Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY 2021 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 88.

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

Respectfully submitted for Council consideration.

Prepared by: Joe Darter, Property Manager

Reviewed by:

Kevin Kothe, City Engineer 6/8/2020

Chris Tomerlin, Budget Manager 6/10/2020

George Boyle

George Boyle, Assistant Corporation Counsel 6/16/2020

Tara Henry, Legislative Assistant 6/18/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- PW 9B Current Lease Hudson to Herr Lake Lease Transfer 06222020
- PW 9C Property Manager Memo Hudson to Herr Lake Lease Transfer 06222020
- PW 9D Petition Hudson to Herr Lake Lease Transfer 06222020
- PW 9E Septic Information Hudson to Herr Lake Lease Transfer 06222020
- PW 9F Agreement Hudson to Herr Lake Lease Transfer 06222020_Redacted
- PW 9G Supplemental Agreement Hudson to Herr Lake Lease Transfer UNSIGNED
- PW 9H Location Map Hudson to Herr Lake Lease Transfer 06222020
- PW 9I Unrecorded Plat Map Hudson to Herr Lake Lease Transfer 06222020
- PW 9J Structure Map Hudson to Herr Lake Lease Transfer 06222020
- PW 9K Photograph Hudson to Herr Lake Lease Transfer 06222022
- PW 9L Escrow Agreement Hudson to Herr Lake Lease Transfer 06222020

RECEIVED
DEC 1 1997
BY

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 24 day of November, 1997 between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called "City," and Pinder H. Hudson (**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 Lake Bloomington, County of McLean, State of Illinois, hereinafter called "Lessee,"

WITNESSETH

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

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

Lot 03 in Block 19 in Camp Potawatomic, according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois. (18)
07-01-458-003

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 Least to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City

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

Lessee Name and Mailing Address

Pinder H. Hudson
[redacted]

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

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

-Lessor-

CITY OF BLOOMINGTON

By: _____
Its Mayor

Attest:

_____

-Lessee-

[redacted]

_____

_____

CITY OF Bloomington ILLINOIS
PUBLIC WORKS DEPARTMENT

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

MEMORANDUM

June 3, 2020

To: Kevin Kothe, PE, Director of Public Works

From: Joseph M. Darter, Property Manager

Subject: Lot 3, Block 19 in Camp Potawatomie Lake Lease Transfer

---

A Petition and Lake Lease Transfer request has been submitted for Lot 6, Block 8 in Camp Potawatomie, from Estate of Pinder Hudson to the petitioners, Thomas E. Herr, Trustee of the Thomas E. Herr Trust UTA 05/08/2020 and Serena M. Herr, Trustee of the Serena M. Herr, Trustee of the Serena M. Herr Trust UTA 05/08/2020.

EAV for this property is $97,474. The Lake Lease uses the current lake lease rate of $0.15 per $100.00 of EAV.

This petition will have a financial impact in that the current lease uses the current formula of $0.15 per $100.00 Equalized Assessed Value to determining the Lake Lease Fee. With the current lease rate formula of $0.40 per $100.00 Equalized Assessed Value, this lease will generate approximately $389.90 per year in lease income and $128.28 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance Lease Income account (50100140-57590). The Garbage Collection fee is recorded in Lake Maintenance – Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY2020 Budget Book titled "Other Funds & Capital Improvements" on page 124.

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

Sincerely,

Joseph M. Darter

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

City of Bloomington ILLINOIS

Lake Bloomington Lease Transfer Petition

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

LOT: 03 BLOCK 19 of Camp ~~Potowamie~~ Potawatomie - Corrected by Joseph Dantera City of Bloomington Property Manager

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

From: (please print) Estate of Pinder H. Hudson (Seller Name)
Thomas E. Herr, Trustee of the Thomas E. Herr Trust UTA 5/8/2020

To: (please print) Serena M. Herr., Trustee of the Serena M. Herr Trust UTA 5/8/2020 (Buyer Name)

Signatures of Sellers [redacted]

Signatures of Sellers [redacted]

****

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

Now comes (please print) Thomas E. Herr, Trustee & Serena M. Herr, Trustee (Buyer) and respectfully shows that He/She/They became the purchaser of all right, title, and interests of Estate of Pinder H. Hudson, deceased (Seller) In and to the Lease made on the (Date) February 24, 1997 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) Estate of Pinder H. Hudson, deceased has executed deed of transfer of their interest in said premises and an assignment of the Leases therefore your petitioner.

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

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

Respectfully submitted

Signature of Buyer [redacted]

Signature of Buyer [redacted]

109 E. Olive
PO Box 3157
Bloomington, Illinois 61702-3157

Phone: (309) 434-2210
Fax: (309) 434-2802
TTY (309) 829-5115

CITY OF Bloomington ILLINOIS

****

WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON:

LOT 03 BLOCK 19 CAMP Potowamie,

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) Estate of Pinder H. Hudson, deceased, in and to the premises knows as LOT 03 BLOCK 19 in Camp ~~Potowamie~~ Potawatomie, in McLean County, Illinois and to the leases thereon executed by the City of Bloomington, Illinois.

corrected by Joseph Dorfer Property Manager City of Bloomington

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

Executed this _____ day of _____, 2020.

_____

, Mayor

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TTY (309) 829-5115

McLean County
Health Department
Partners in Prevention

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

May 15, 2020

Pinder Estate
[redacted]

Re: Septic Permit #48-7317
Parcel #07-01-452-003
Lot 139, Lake Bloomington – Potowatomie Subdivision

Dear Ms. West:

On May 12, 2020, this department received a septic system evaluation report from Mr. Rob Williamson, a McLean County licensed private sewage system installer, regarding the above-referenced property. The septic system evaluation was performed on May 11, 2020 and the following deficiencies were noted:

- The dewatering system discharges to the septic system. This must be rerouted away from the septic system.
- The septic tank is a minimum of 100 gallons too small. This may remain as is until the septic system is repaired or replaced.
- The inlet and outlet baffles in the septic tank are not properly designed. This must be corrected.
- There are solids on the inlet and outlet baffle of the septic tank. This could be an indication the tank has not been properly maintained or the system has backed up at some point in time.
- The septic tank does need to be pumped at this time. This department recommends the septic tank be pumped every three to five years. If the tank is not properly pumped to remove accumulated solids, the solids will start to bypass the baffles in the tank and cause rapid failure of the septic system.
- The seepage field has been installed up to 12" deeper than allowed by current code. This may remain as is until the septic system is repaired or replaced.
- The seepage field is a minimum of 360 square feet too small. This may remain as is until the septic system is repaired or replaced.

In summary, the septic system was installed in 1948 and is now approximately 72 years old. This office considers the average life expectancy of a septic system to be 20 to 25 years. The property has been used seasonally and is currently vacant. The system may evaluate differently under normal use conditions.

For information on routine operation and maintenance of your septic system, please visit our website at https://health.mcleancountyil.gov/.

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

Respectfully,

[redacted]

Thomas J. Anderson
Director of Environmental Health

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

TJA:AC:du

AC-0601-20-080

EVALUATION REPORT FOR A MCLEAN COUNTY PRIVATE SEWAGE DISPOSAL SYSTEM

For Office Use Only
Log #: _____
Date Received: _____

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

This evaluation is <u>NOT FINAL</u> 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: *Pinder Estate - Jill West*
Address: [redacted]
Phone #: Day _____ - _____ - _____ Home _____ - _____ - _____

2. Requestor Informtion:

Name: *Thomas & Serena Herr*
Address: [redacted]
Phone #: Day [redacted] Home _____ - _____ - _____

3. Property Information:

Parcel Number (Tax ID): ( ) *07-01-458-003* Date Evaluation Performed: *05-11-20*
Address of property evaluated: *25021 Wood Thrush Circle* Sub. & Lot: _____
Permit available from Health Dept.: Yes ☒ No ☐ Permit #: *-62*

4. Interview Information:

Person interviewed: *Serena Herr*
Age of home (years): *72*
Date last occupied: *vacant*
Has tank ever been pumped: Yes ☐ No ☐
Original owner: Yes ☐ No ☒
Intended for seasonal use: Yes ☒ No ☐
Number of occupants: _____
If yes, how often: _____

5. Interior Evaluation:

Number of bedrooms: *3*
Garbage disposal: Yes ☐ No ☒
Toilet tanks and other fixtures have evidence of leakage or overflow: Yes ☐ No ☒
Water softener discharges to: *n/a*
Clothes washer discharges to: *septic*
Dishwasher discharges to: *septic*
Hot tub discharges to: _____
Basement plumbing fixtures:
a. *de-watering system*
b. *all*
c. _____
d. _____
Discharge locations:
a. *septic*
b. *septic*
c. _____
d. _____
Basement floor drains discharge to: *septic*
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: *0* 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: *900* 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: Yes ☐ No ☐ N/A ☐			Back flow into tank from system after pumping: Yes ☐ No ☐ N/A ☐		

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

Depth to top of field: inches to inches

Square feet of field: *240* square feet

	Yes	No
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

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

	Yes	No
Are the serial distribution relief or "step-down" pipes in compliance with Section 905.60 (d) of the code?	☐	☐

D. SEEPAGE BED -- This Section N/A ☒

Depth to top of bed: inches to inches

Square feet of bed: square feet

	Yes	No
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

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: *(Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.)*: _____

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

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

G. AEROBIC UNIT -- This Section N/A ☒

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

	Yes	No
Pump running at time of inspection:	☐	☐
Current maintenance contract in place:	☐	☐
Who is maintenance contract with: _____		
Alarm present:	☐	☐
Alarm location: _____		
Alarm properly working with audio and visual functions:	☐	☐

Unit discharges to: Seepage field ☐ Seepage bed ☐ Sand filter ☐ Other: _____
If other, what method of chlorination is used: _____

Chlorinator with screw on cap present:	☐	☐
Chlorinator tube with corrosion resistant handle present:	☐	☐
Evidence of chlorination:	☐	☐

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

Include all distances as described below.

NOTE: Be sure to attach drawing to this report.

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

*Well or cistern to: N/A ☐		*Geothermal unit to: N/A ☐		*Building to:	
Septic tank:	feet	Septic tank:	feet	Septic tank:	feet
Seepage system:	feet	Seepage system:	feet	Seepage system:	feet
Sand filter:	feet	Sand filter:	feet	Sand filter:	feet
Effluent tile:	feet	Effluent tile:	feet	Effluent tile:	feet
Effluent discharge:	feet	Effluent discharge:	feet	Effluent discharge:	feet
Geothermal unit:	feet	Aerobic unit:	feet	Geothermal unit:	feet
Aerobic unit:	feet			Aerobic unit:	feet
*Water line to:		*Body of water to: N/A ☐			
Septic tank:	feet	Septic tank:	feet		
Seepage system:	feet	Seepage system:	feet		
Sand fitler:	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 should be pumped now and regularly as needed in the future. The baffles in the septic tank are 90 degree elbows instead of tees. There are solids on top of both baffles in the septic tank. This is an indication that the water level in the tank has been higher than normal or the tank has been backed up at some time in the past. The septic tank and seepage field are undersized for this house. The seepage field is deeper than what is allowed by code. The de-watering system should not be discharging to the septic system. The average life of a septic system is about 25 years. This septic system is 72 years old. This house is vacant so the septic system could evaluate differently under normal water usage.

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

Rob Williamson
Inspector's Name (print)

Signature

05-12-20
Date

Williamson Excavating, LLC
14964 Halsey Road
Heyworth, IL 61745

Estimate

Date	Estimate #
5/17/2020	2232

Name / Address
Serena & Thomas Herr [redacted]

Job Name

Description	Qty	Cost	Total
1500 gallon poly tank	1	1,895.00	1,895.00
EQ 36 Infiltrator chamber	56	32.80	1,836.80
EQ 36 Infiltrator chamber	12	32.80	393.60
pump station	1	2,500.00	2,500.00
pump & abandoned old septic tank	1	275.00	275.00
soil borings	1	375.00	375.00
Permit Fee	1	272.00	272.00
electrician fee to wire aeration pump & alarm.	1	700.00	700.00
4 inch sch40 pipe	100	2.00	200.00
4" sch40 double cleanout tee	1	20.90	20.90
4" sch40 Clean-out Adapter & Cap	6	6.01	36.06
4" sch40 Ell 45	4	5.20	20.80
Utility crossing	2	130.00	260.00
Labor & Machinery	1	5,006.84	5,006.84
If any additional 4" sch40 pvc pipe is required, the additional footage will cost an additional $5.20 per foot.			0.00
This price does not include a finish grade, only rough grade will be done.		0.00	0.00
If any utilities are encountered, there will be an additional charge of $130 each time a utility is encountered.			0.00

Full payment within 30 days of project completion. A late fee of 1.5% per month will be added to any unpaid balance after 30 days. The customer agrees to pay all costs of collecting any past due account including but not limited to lawyer and court costs.

Total $13,792.00

Authorization to due work and acceptance of terms. _____

Phone #	Fax #
(309) 275-3003	

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 22nd day of June, 2020 between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and Thomas E. Herr, Trustee of the Thomas E. Herr Trust Dated May 8, 2020 as to an undivided one-half interest; and Serena M. Herr, Trustee of the ~~Serena M. Herr Trust Dated May 8, 2020 as to an undivided one-half interest~~ **(if more than one Lessee, cross out 2 of the following that do not apply)** ~~(as joint tenants)~~ (as tenants in common) ~~(as tenants by the entirety)~~ of , Bloomington, County of McLean, State of Illinois, hereinafter called "Lessee,"

WITNESSETH

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

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

   Lot 03 in Block 19 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, including land and improvements, as determined by the Supervisor of Assessments of

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. TERMINATION BY LESSEE. Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any

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

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

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

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

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

City

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

Lessee Name and Mailing Address

Thomas E. Herr, Trustee

Serena M. Herr, Trustee

[redacted]

Lessee Billing Address

Thomas E. Herr, Trustee

Serena M. Herr, Trustee

[redacted]

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

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

-Lessor-

CITY OF BLOOMINGTON

By: _____
Its Mayor

Attest:

_____
City Clerk

-Lessee-

[redacted]

_____

SUPPLEMENTAL ATTACHMENT TO LAKE LOT BLOOMINGTON LOT LEASE

This Agreement is entered into by and between the City of Bloomington, Mclean County, Illinois, a Municipal Corporation (hereinafter "Lessor") and Thomas E. Herr, Trustee of the Thomas E. Herr Trust dated May 8, 2020, and Serena M. Herr, Trustee of the Serena M. Herr Trust dated May 8, 2020 (hereinafter, "Lessees") and is intended by the parties to be incorporated into and made a part of the lake lot lease between the parties for Lot 3 in Block 19 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, and enforceable under the terms of said lease.

The below items must be completed within two (2) months of the date of transfer.

1. Lessee shall have installed a new septic system that meets all codes for regulatory agencies having jurisdiction within the State of Illinois. The house on the leased premises shall not be occupied as a residence until the installation of said septic system and approval of the septic system by the McLean County Health Department.

2. Lessee shall have paid $1,980.00 for tree impacts during the construction of the septic system installation upon the date of closing.

3. Lessee shall place the sum of not less than $18,000.00 into a non-interest-bearing escrow upon Council approval of Lease Transfer, to be held by an Escrow Agent in trust, to guarantee performance and to disburse funds directly to the Illinois Licensed Septic System contractor and the Illinois Licensed Plumbing contractor performing the septic system replacement and plumbing work.

4. Lessee shall apply for a Lake Bloomington Boat Dock Permit after the Lake Lease Transfer is approved by the City of Bloomington Council.

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: _____
Tari Renner, Mayor

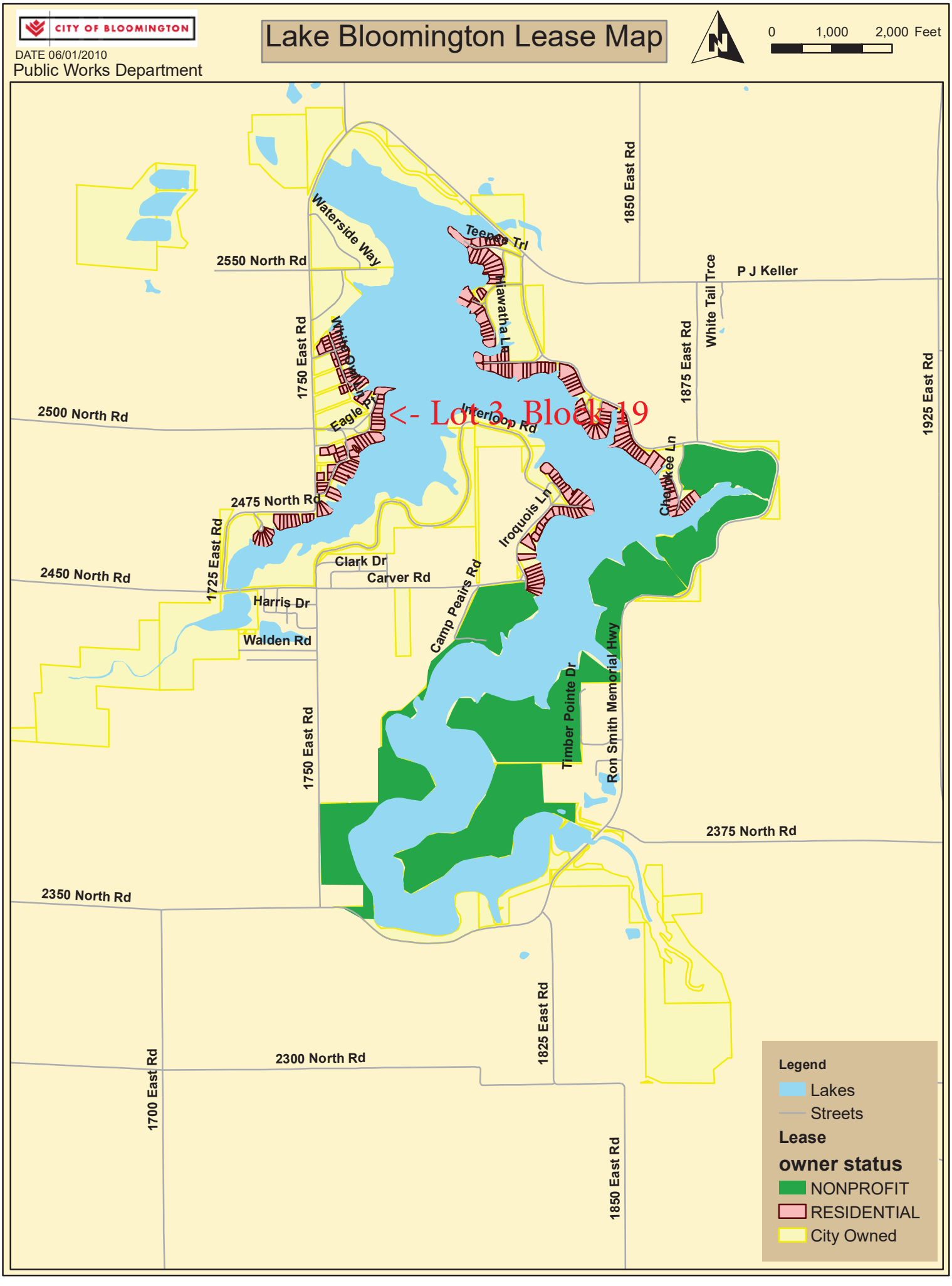
ATTEST: _____
Leslie Yocum, City Clerk

Lessee: [redacted]

Thomas E. Herr, Trustee
Thomas E. Herr Trust dated May 8, 2020

Lessee: [redacted]

Serena M. Herr, Trustee
Serena M. Herr Trust dated May 8, 2020


CITY OF BLOOMINGTON
DATE 06/01/2010
Public Works Department
Lake Bloomington Lease Map
0 1,000 2,000 Feet
<- Lot 3, Block 19
Waterside Way
Teepee Trl
Miawatha Ln
White Owl Pt
Eagle Pt
Interloop Rd
Iroquois Ln
Cherokee Ln
Clark Dr
Carver Rd
Harris Dr
Walden Rd
Camp Peairs Rd
Timber Pointe Dr
Ron Smith Memorial Hwy
White Tail Trce
P J Keller
2550 North Rd
2500 North Rd
2475 North Rd
2450 North Rd
2375 North Rd
2350 North Rd
2300 North Rd
1850 East Rd
1875 East Rd
1925 East Rd
1750 East Rd
1725 East Rd
1825 East Rd
1700 East Rd
Legend
Lakes
Streets
Lease
owner status
NONPROFIT
RESIDENTIAL
City Owned

CAMP POTAWATOMIE

ON WEST SHORE OF LAKE BLOOMINGTON

<- Lot 3 Block 19



ALL ADDRESSES HAVE CHANGED AS OF 11/1/2000

LB-12

LB-12

Lot 3 Block 19 Structure Map



6/3/2020, 10:26:18 AM

1:564

0 0 0.01 0.01 mi

0 0.01 0.01 0.02 km

Address - Full

PIN

Parcels

McGIS, Mclean County Museum of History

Web AppBuilder for ArcGIS
Copyright 2020. McLean County GIS Consortium



ESCROW AGREEMENT
CONSTRUCTION OF SEPTIC SYSTEM

This Escrow Agreement is made this 1st day of June, 2020, by and among **Thomas E. Herr, Trustee of the Thomas E. Herr Trust dated May 8, 2020 and Serena M. Herr, Trustee of the Serena M. Herr trust dated May 8, 2020** (hereinafter in this agreement, the *"Lessee"*) and **Flanagan State Bank (**hereinafter the *"Escrow Agent"*). The parties agree as follows:

1. Lessee has or will enter into a Lease Agreement and Supplemental Lease Agreement (hereinafter "Lease") with the City of Bloomington (hereinafter "City") for the following property commonly known as 25021 Wood Thrush Cir. Hudson, Illinois:

   Lot 3 in Block 19 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. As part of the lease transfer, the City requires that the septic system be replaced. Lessee and the City have agreed that the septic system must be replaced by Lessee as soon practical, but no later than 8 weeks after the effective date of the lease, subject to reasonable weather delays.

3. The purpose of this Escrow Agreement is to escrow funds for the purpose of installing a new septic system and associated plumbing as required by the City of Bloomington.

4. The sum of $18,000 shall be placed by Lessee into a non-interest-bearing escrow (herein collectively called the "Escrow Deposits"), to be held by Escrow Agent in trust, and disbursed only in accordance with the following provisions:

   A. Upon receipt of an invoice or invoices from Williamson Excavating LLC, an Illinois Licensed Septic System contractor, Escrow Agent may release Escrow Deposits to Williamson Excavating LLC up to a maximum of $13,792.00.

   B. Upon receipt of an invoice from Spencer Plumbing, an Illinois Licensed Plumbing contractor, Escrow Agent may release Escrow Deposits to Spencer Plumbing up to a maximum of $3,300.

   C. In the event Williamson Excavating LLC or Spencer Plumbing is not able to complete the work, the funds may be disbursed to substitute licensed contractors in order to complete the work in a timely manner.

   D. Upon installation of the septic system and approval by the McLean County Health Department, Escrow Agent shall close the Escrow Account and disburse any excess Escrow Deposits to the Lessee.

E. In the event a new septic system is not installed within sixty (60) days of the execution of the lease agreement and supplement lease agreement, referred to in Paragraph 1, above, the escrow funds in the amount of $18,000 shall be transferred to the City of Bloomington by the Escrow Agent and used by said City to pay for installation of a new septic system upon the leased premises.

5. Lessee shall be jointly and severally liable to Escrow Agent for reasonable attorneys' fees, costs and expenses in connection with the commencement and prosecution of any suit and any appeal or appeals arising out of this Escrow Agreement. The Escrow Agent shall not be liable for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection with its duties as Escrow Agent. Lessee is also not liable for mechanics liens or constructions issues. The Escrow Agent is authorized to rely upon any document reasonably believed by it to be signed by the parties hereto, including transmissions by e-mail or facsimile. Lessee hereby agrees to indemnify and hold harmless the Escrow Agent from and against any loss, cost or damage incurred by it, including, without limitation, reasonable attorneys' fees in connection with this Addendum, or arising from its duties as Escrow Agent. The Escrow Agent may, in its sole discretion in the event of a dispute, choose to obtain an opinion of counsel with regard to its duties hereunder, and the parties agree to pay reasonable attorney's fees incurred in connection therewith.

6. The undersigned agree to act as Escrow Agent, subject to the conditions set forth above.

Executed at Bloomington, Illinois.

Escrow Agent:

Date Signed _____, 2020

Flanagan State Bank by:

By: _____

Lessee:

Date Signed 6/15, 2020

[redacted]
Thomas E. Herr, Trustee

[redacted]
Serena M. Herr, Trustee

PUBLIC HEARING ITEM NO. 9.A

FOR COUNCIL: June 24, 2020

SPONSOR: Community Development Department

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION:
The Public Hearing is open to receive comments on amendments to the Citizen Participation Plan.

STRATEGIC PLAN LINK:
-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:
-Objective 4f. Residents increasingly sharing/taking responsibility for their homes and neighborhoods

BACKGROUND: As an Entitlement Community receiving annual grants on a formula basis from the United States Department of Housing and Urban Development (HUD), the City of Bloomington is required to adopt a detailed Citizen Participation Plan containing policies and procedures for public involvement and stakeholder consultation in the Consolidated Plan process and the use of Community Development Block Grant (CDBG) funds.

A copy of the Citizen Participation Plan is included with each Annual Action Plan and five-year Consolidated Plan submitted to Council for approval and subsequent submission to HUD. The current Citizen Participation Plan was approved by the Council in November 2018.

On April 2, 2020, the US Department of Housing and Urban Development (HUD) notified the City that it would receive a CDBG-CV allocation from the CARES Act. The CARES Act also allows for several flexibilities in CDBG regulations. On May 8, 2020, the City notified HUD of its intent to use the following waivers:

1. Waiver #8: Citizen Participation Public Comment Period for Consolidated Plan Amendment; and

2. Waiver #9: Citizen Participation Reasonable Notice and Opportunity to Comment.

The amended Citizen Participation Plan addresses the above waivers and allows for virtual public hearings when national/local health authorities recommend social distancing and limits public gatherings for public health reasons. This amendment applies only to the CDBG Program Year 2020 and the CDBG-CV funding, which must be used by September 30, 2022.

The draft CPP is available on the City's website (www.cityblm.org) and at the exterior ticket

window at Grossinger Motors Arena (Front St. and Madison St.) from 7:30am-4:30pm Monday through Friday. A limited number of printed copies will be made available upon request. Written comments outside of the public hearing will be accepted June 23rd through July 6th. All comments will be considered before final adoption by the Bloomington City Council. Comments outside of the public hearing should be submitted in writing to the Office of Grants Administration at 115 E. Washington St., PO Box 3157, Bloomington, IL 61702-3157 or jtoney@cityblm.org.

Participation of all residents, including but not limited to non-English speaking and physically, visually and hearing impaired individuals, is strongly encouraged. Individuals with impairments are asked to provide a minimum of 3-days notification prior to the above public hearing date so that appropriate accommodations can be made.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The amended CPP was made available for review starting on June 10, 2020. Notice of this hearing was published in the Pantagraph, on the City's website and social media sites, in the PATH-O-Gram, and direct mail to local organizations.

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N-3. Improve communication between the City, the citizens and the neighborhood organizations to foster teamwork and community spirit; N-3.1 City will use both traditional and non-traditional methods to community with its residents; H-1.1i: Create a regional housing plan to address housing issues in Bloomington-Normal and McLean County.

Respectfully submitted for Council consideration.

Prepared by: Jennifer Toney, Grants Coordinator

Reviewed by:

Robert G. Mahrt, Community Development Director 6/10/2020

Chris Tomerlin, Budget Manager 6/11/2020

Jeffrey R. Jurgens, Corporation Counsel 6/12/2020

Tara Henry, Legislative Assistant 6/18/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- CD 1B 2020 Amended Citizen Participation Plan

CITIZEN PARTICIPATION PLAN

City of Bloomington & Town of Normal







NOVEMBER 2018
AMENDED June 2020



PURPOSE

The City of Bloomington and Town of Normal receive annual entitlement funding from the U.S. Department of Housing and Urban Development (HUD). The City and Town are required by law to adopt a detailed Citizen Participation Plan containing policies and procedures for stakeholder consultation and public involvement in the Consolidated Plan process and the use of Community Development Block Grant (CDBG) funds.

The City of Bloomington and Town of Normal, herein after referred to as the Entitlement Communities, are committed to increasing public participation and the empowerment of residents—especially those of low- and moderate-income—to shape the future of the region.

The Citizen Participation Plan will be made available to the public via the Entitlement Community's website and physical office locations.

Funding Source

The Community Development Block Grant (CDBG) Entitlement Program provides annual grants on a formula basis to entitled cities and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons. The program is authorized under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; 42 U.S.C.-530.1 et seq.[1]

Regulatory Requirements

This Citizen Participation Plan has been developed in accordance with the applicable federal regulation of 24 CFR Part 91.05: Citizen Participation Plan; Local Governments.

Advisory Body

The Regional Housing Advisory Committee of McLean County was established in April 2018 to address housing issues regionally and comprehensively for people of all ages, incomes and abilities. Three subcommittees comprise the Committee, addressing distinct yet related housing issues in the community. Those issues include increasing the inventory of safe, high quality, affordable and supportive housing particularly to lower income groups, seniors and persons with disabilities.

The Intergovernmental Staff Committee is responsible for determining the priorities and policies of the Regional Housing Advisory Committee with input from group membership, carrying out the activities of the Advisory Body and acting as the conduit between local housing efforts and state and federal housing agencies. Under McLean County Regional Planning Commission (MCRPC) leadership, the staff committee will prepare a regional Consolidated Plan for the Bloomington and Normal CDBG programs. Committee members represent the following organizations that evaluate and implement the recommendations of the advisory groups:

- McLean County Regional Planning Commission
- City of Bloomington
- Town of Normal
- Bloomington Housing Authority
- Providing Access to Help (PATH)
- McLean County Behavioral Health Coordinating Council

The Committee will coordinate its work with the projects and priorities established in the Consolidated Plan.

Outreach and Citizen Engagement Strategy

This Citizen Participation Plan defines a process for meaningful public input regarding CDBG-funded activities and priorities. Two common threads run through this public outreach approach, 1) to move the Entitlement Communities' work into the places and spaces where people gather, work and learn, and 2) to cooperate with our participants and partners in development of a network of contacts that can substantially expand our outreach capabilities.

The Entitlement Communities will provide for and encourage genuine involvement by low- and moderate-income residents at all stages of the process, including: identifying needs; setting priorities among these needs; deciding how much money should be allocated to each high-priority need; suggesting the types of programs to meet high-priority needs; and overseeing the way in which the programs are carried out.

1 www.hudexchange.info/programs/cdbg-entitlement

OBJECTIVES FOR ENGAGEMENT

1. **Understand the demographics** of the Entitlement Community's low- and moderate-income population and determine what cultural, economic, language-based or accessibility barriers exist to public participation.

2. **Seek broad citizen input** with specific emphasis on participation by low- and moderate- income persons and by those living in areas where federal funds are proposed to be used, and/or on low- and moderate-income neighborhoods. Low- and moderate-income neighborhoods are areas where at least 51% of households have incomes at or below 80% of the area median income (AMI).

3. **Hold public meetings, events, or activities** in locations that are accessible to all area stakeholders and members of the community, including but not limited to members of ethnic, racial, or faith-based minority groups, people with limited economic resources, people with disabilities, people of any age or educational attainment, and people with limited proficiency in understanding or speaking English.

4. **Consult** with local and regional institutions including Continuums of Care, businesses, nonprofit organizations, philanthropic organizations, and community- and faith-based organizations. Consultations will also include broadband internet service providers, organizations engaged in narrowing the digital divide, agencies whose primary responsibilities include the management of flood prone areas, public land or water resources, and emergency management agencies.

5. **Include the Public Housing Authority** (PHA) in planning for programs and projects related to its developments so that the PHA can make this information available at the annual hearing for the PHA plan.

6. **Encourage, in conjunction with the PHA, the participation** of residents of public and assisted housing developments along with other low-income residents of targeted revitalization areas in which the developments are located.

7. **Provide methods** for two-way communication, information and input from populations and persons who are less likely to attend meetings.

8. **Convey the information** in various formats to reach all stakeholder groups to the extent possible, using direct and network-based means of communication.

Opportunities for Participation

Each of the Entitlement Communities will solicit input from residents and stakeholders at public hearings held at least twice annually on programming and operations.

In addition to a minimum of two public hearings, the following outreach/engagement processes may be utilized:

- Public meetings
- Open houses
- Focus groups
- Surveys
- Innovative tools and technologies to gather input from various demographic groups
- Personal outreach by staff
- Services for persons with disabilities*

* Notices of opportunities for public involvement include contact information for people needing any form of accommodations.







Outreach Parameters

Identification of Stakeholders

The term stakeholder refers to "an individual, group, or organization, who may affect, be affected by, or perceive itself to be affected by a decision, activity, or outcome of a project."[2] Stakeholders of Community Development Block Grant (CDBG) activities include but are not limited to the following:

- Board of Directors/Trustees, etc.—the governing board of an affected agency or other entity
- Local and regional jurisdictions and other government stakeholders
- Low- and moderate-income persons, and those living in low- to moderate-income neighborhoods
- Minorities and non-English speaking persons
- Persons with disabilities
- Partner agencies
- Continuum of Care and non-profits
- Behavioral Health Council and wellness community
- Bloomington Housing Authority
- Businesses, community- and faith-based organizations
- Broadband Internet service providers and agencies engaged in narrowing the digital divide
- Agencies whose primary responsibilities include the management of flood prone areas, public land or water resources, emergency management and transportation planning and programming

"A stakeholders is an individual, group, or organization, who may affect, be affected by, or perceive itself to be affected by a decision, activity, or outcome of a project."[2]

2 Project Management Institute, 2013

Strategic Plans

There shall be advanced public notice and reasonable opportunity to comment on the proposed Annual Action Plan, Five-Year Consolidated Plan, Analysis of Impediments to Fair Housing and any Substantial Amendments as applicable.

Public Comment/Public Hearing Process

The entitlement communities shall utilize public comment periods and public hearings to solicit meaningful citizen involvement in the development of the aforementioned strategic plans.

The published comment period pertaining to the Annual Action Plan, Consolidated Plan and Substantial Amendments shall be a minimum of 30 days. During this time, the public will have the opportunity to submit comments orally, in writing or via electronic methods as directed in the notice. Draft copies of the documents will be available via the same channels mentioned above. In addition, a hard copy of the draft documents will be maintained at the Entitlement Community's offices and made available for public review as requested. A reasonable number of free copies of the draft documents will also be provided to those residents and groups upon request. The draft documents will be made available in a form accessible to persons with disabilities, upon request.

The Entitlement Communities will also make available the amount of assistance they are expected to receive (including grant funds and program income) and the range of activities that may be undertaken, including the estimated amount that will benefit persons of low and moderate income, prior to the hearing for the Consolidated Plan and Annual Action Plans.

Prior to the public comment period for a Consolidated Plan and/or Annual Action Plan, at least one public hearing will occur. A formal notice of a public hearing will be published in at least one local newspaper with general daily circulation at least two (2) weeks in advance. The same notice will be published to the Entitlement Community's website, newsletters and social media. The notice will also be sent to known stakeholder groups and partner organizations to further publicize via linkage to their respective websites, newsletters and social media.

Each entitlement community will conduct a minimum of two public hearings per year. Together the hearings will cover community development and housing needs, development of proposed activities and a review of program performance. One public hearing will focus on community development and housing needs and the proposed CDBG activities for the coming fiscal year. A second public hearing shall focus on the past year's program performance (Consolidated Annual Performance Evaluation Report). Each of those hearings will be held in their respective entitlement community. At least one hearing will be held in each Entitlement Community before the Consolidated Plan is published for comment. All public hearings will be held at locations accessible to people with disabilities, and provisions will be made for people with disabilities when requests are made at least five working days prior to a hearing. Translators will be provided for people who do not speak English or are hearing disabled, when requests are made at least five working days prior to a hearing. Public hearings will be held at locations and times that are convenient and accessible to potential or actual beneficiaries. (Meeting times are generally held after 5:00 p.m.; however, times may be varied, dependent upon the "targeted" audience.)

A summary of comments received, identifying the comment source and content, as well as the Entitlement Community's responses (including those comments or views not accepted and the reasons therefor will be included in the final document submittal to HUD as required.

Consolidated Annual Performance and Evaluation Report (CAPER)

Within 90 days of the close of each program year, the Entitlement Communities must send to the Department of Housing and Urban Development (HUD) a Consolidated Annual Performance and Evaluation Report (CAPER).

Each CAPER will include the amount of assistance the Entitlement Community actually received (including grant funds and program income) and the range of activities that were undertaken, including the actual amount that benefited persons of low- and moderate-income where applicable.

The Entitlement Communities will give reasonable notice that a CAPER is available for public review and comment.

A notice of availability of draft copies of the document will be published via the same methods described in the 'Public Hearing Process'. The published comment period for the CAPER shall be a minimum of 15 days. There will be a public hearing regarding the Consolidated Annual Performance and Evaluation Report. A formal notice of a public hearing will be published in at least one local newspaper with general daily circulation at least two (2) weeks in advance. The same notice will be published to the Entitlement Community's website, newsletters and social media. The notice will also be sent to known stakeholder groups and partner organizations to further publicize via linkage to their respective websites, newsletters and social media.

In preparing a Consolidated Annual Performance and Evaluation Report for submission to HUD, careful consideration will be given to all comments and views expressed by the public, whether given as verbal testimony at the public hearing or submitted in writing. The CAPER sent to HUD will have a section that presents all comments, plus explanations why any comments were not accepted.

Amendments

The Entitlement Communities will make all Substantial Amendments available for public review and comment.

A Substantial Amendment shall be required if any one of the following criteria applies:

1. A change in the use of CDBG money from one activity to another, in excess of $100,000.00.
2. Activities proposed to be added or deleted from the plan.
3. A change in the purpose, scope, location, or type of beneficiaries of an activity.
4. A change in priorities for allocating funds.

In case of a Substantial Amendment, the same notification, comment processes as previously outlined on page 6 will be followed.

In preparing a final Substantial Amendment, careful consideration will be given to all comments and views expressed by the public, whether given as verbal testimony at the public hearing or submitted in writing during the review and comment period. The final Substantial Amendment will have a section that presents all comments, plus explanations why any comments were not accepted.

Minimizing Displacement

The Entitlement Communities will work to minimize all displacement of persons and businesses where feasible. In instances where temporary or permanent displacement is necessary, the Entitlement Communities will provide technical and monetary assistance for relocation purposes as required and cost eligible under the applicable federal regulations.

Access to Records

It is the Entitlement Community's intention to provide reasonable and timely access to information and records relating to the proposed and actual use of CDBG funds. Records on past usage of CDBG funds will be maintained for the previous five plan years.

Technical Assistance

Reasonable levels of technical assistance shall be provided to any resident or group seeking information about program eligibility and requirements. Such assistance shall include help with any program application process. The provision of funding is not considered a reasonable level of technical assistance.

Complaints

The applicable Entitlement Community will provide a timely, substantive written response to every written complaint within 15 business days.

CARES Act Amendment

Purpose

The City of Bloomington and Town of Normal will receive additional Community Development Block Grant (CDBG) funding from the US Department of Housing and Urban Development (HUD) through the Coronavirus Aid, Relief and Economic Security Act (C.A.R.E.S. Act). The C.A.R.E.S. Act funding is commonly referred to as CDBG-CV (Coronavirus). The C.A.R.E.S. Act provides flexibilities for Entitlement Communities to make it easier to use CDBG and CDBG-CV during Program Years 2019 and 2020. The C.A.R.E.S. Act authorizes HUD to grant waivers and alternative requirements. This amendment to the joint Citizen Participation Plan addresses flexibilities in requirements for Citizen Participation and Public Hearings for 2019 and 2020 CDBG/CDBG-CV funding. The City of Bloomington and Town of Normal have submitted waivers to HUD allowing for the following:

Citizen Participation

The published comment period pertaining to amendments to the Citizen Participation Plan, Consolidated Plan, Annual Action Plan(s) and Substantial Amendment(s), as they relate to CDBG-CV, shall be a minimum of 5 days. During this time, the public will have an opportunity to submit comments orally, in writing, or via electronic methods, as directed in the notice. Comment periods for more than one of the above documents may run concurrently.

Public Hearings

Virtual public hearings are allowed under the following circumstances:

- National/local health authorities recommend social distancing and limiting public gatherings for public health reasons;
- Virtual hearings provide reasonable notification and access for citizens in accordance with the grantee's certifications, timely responses from local officials to all citizen questions and issues, and public access to all questions and responses.

A formal notice of the public hearing will be published in at least one local newspaper with general circulation no less than five days prior to the hearing. The same notice will be published to the Entitlement Community's website, newsletters, and social media. The notice will also be sent to known stakeholder groups and partner organizations to further publicize via linkage to their respective websites, newsletters, and social media.













In partnership with:

cityblm.org

normal.org

mcplan.org

PUBLIC HEARING ITEM NO. 9.B

FOR COUNCIL: June 24, 2020

SPONSOR: Public Works Department and Administration Department

WARD IMPACTED: Ward 4

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

RECOMMENDED MOTION:
None; presentation and public comment only.

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

STRATEGIC PLAN SIGNIFICANCE:
-Objective 2c. Functional, well maintained sewer collection system
-Objective 1e. Partnering with others for the most cost-effective service delivery
-Objective 1d. City services delivered in the most cost-effective, efficient manner
-Objective 1c. Engaged residents that are well informed and involved in an open governance process
-Objective 1a. Budget with adequate resources to support defined services and level of services

BACKGROUND: Public Works and Administration are required to hold a public hearing prior to the approval of a Resolution Committing Local Funds and on the City of Bloomington's Rebuild Illinois Grant Application for Phase 2 of the Locust/Colton Combined Sewer Overflow Elimination Project. The resolution establishes Council support for the grant application as well as committing to financially and administratively support the project and the use of the grant. The resolution and grant approval are required to submit the grant. The FY 2021 budget includes $50,000 from the Sanitary Sewer Fund, $50,000 from the Storm Water Fund, and $70,000 from the Water Fund (5010) ($70,000), for a total of $170,000 for the local match.

The CSO outlets at Locust and Colton operate under a permit from the IEPA that includes a schedule for eliminating combined sewer overflow at those locations by the year 2030. Public Works has developed a plan to construct sewer projects in six more phases over the next ten years which will allow those outlets to be permanently closed, thereby eliminating sanitary flow from being discharged to Sugar Creek during rain events.

The proposed project includes installation of new sanitary sewer in some locations and new storm sewer in other locations to separate storm and sanitary flow in the Locust/Colton sewershed; installation of new water main to upgrade the water system within the

construction limits; new curb and gutter along with a new hot mix asphalt street overlay on Moore Street and Warner Street; and curb-to-curb resurfacing on Washington Street, Mercer Avenue, and Grove Street. The total estimated project cost is $4,674,294, and the grant request is $4,504,294.

The completed project:

- Provides revitalization in a key downstate community in Illinois that supports multiple, large employers, including State Farm, Country Companies, and Illinois Wesleyan University
- Helps retain and attract businesses and addresses the challenge of outmigration with infrastructure modernization in downstate Illinois
- Eliminates outdated combined sewers by separating sanitary and storm water flow
- Removes the potential for sewer backups resulting from storm water into residents' homes in the area

Phase 2 construction plans and bid documents are complete, and the project is ready to move forward. The City is expecting to begin Phase 2 construction in March 2021.

On March 26, 2020, Council approved an ordinance authorizing borrowing $8 million from the Illinois Environmental Protection Agency (IEPA) Public Water Supply Loan program to construct new water main as part of multiple phases of the project. In addition, Council approved an ordinance authorizing borrowing $9.6 million from the IEPA Water Pollution Control Loan program to construct new sewer to eliminate combined sewer overflow from outlets near the project area. The ordinances authorized borrowing loan funds for the IEPA application process but did not obligate acceptance of a loan. Further Council approval will be needed when a loan is offered. If the Rebuild Illinois grant is awarded to the City, the amount awarded would be used for other phases of this project or other sanitary sewer, storm water, and water projects in the community.

What is the Rebuild Illinois Public Infrastructure Grant?
The Rebuild Illinois Competitive Public Infrastructure Program is a new initiative funded by Public Act 101- 0029. Through Rebuild Illinois, grants will provide assistance to local governments for completion of vital public infrastructure projects that will increase economic development opportunities and improve the quality of life in the areas improved.

This award utilizes capital grant funds to fund public infrastructure projects based upon the criteria included in Governor Pritzker's Five-Year Economic Development Plan. The State has allocated $25,000,000 in Rebuild Illinois funds to the competitive Public Infrastructure component. A grant ceiling of $5,000,000 per project has been established.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this agenda item is a continuation of the City's commitment to this project, and staff is recommending it be approved. Support of this resolution and a successful grant award will bring new funding into our community.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: City staff published legal notice of this public hearing in *The Pantagraph* on Saturday, June 13, 2020. The notice included directions for providing public comment and participating remotely in this virtual public hearing.

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.7 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: Michael Hill, Management Analyst

Reviewed by:

Kevin Kothe, City Engineer 6/11/2020

Chris Tomerlin, Budget Manager 6/14/2020

Jeffrey R. Jurgens, Corporation Counsel 6/15/2020

Tara Henry, Legislative Assistant 6/18/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- PW 1B Resolution_Rebuild Illinois Locust/Colton CSO Public Hearing 06222020
- PW 1C Application_Rebuild Illinois Locust/Colton CSO Public Hearing 06222020 - unsigned
- PW 1D Map_Rebuild Illinois Locust/Colton CSO Public Hearing 06222020

RESOLUTION NO. 2020 - ___

A RESOLUTION COMMITTING LOCAL FUNDS

WHEREAS, the City Council of the City of Bloomington, Illinois has taken action to submit a Rebuild Illinois competitive public infrastructure application; and

WHEREAS, receipt of Rebuild Illinois grant assistance is essential to allow the City of Bloomington to undertake the project to construct Phase 2 of the Locust/Colton Combined Sewer Overflow Elimination Project, which includes installation of new sanitary sewer in some locations and new storm sewer in other locations to separate storm and sanitary flow in the Locust/Colton sewershed; installation of new water main to upgrade the water system within the construction limits; new curb and gutter along with a new hot mix asphalt street overlay on Moore Street and Warner Street; and curb-to-curb resurfacing on Washington Street, Mercer Avenue, and Grove Street; and

WHEREAS, criteria are such that financial participation by the grantee is required in conjunction with Rebuild Illinois funds; and

WHEREAS, the City of Bloomington has certain monies allocated for the above-referenced project with cash on hand, as needed;

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

That the City of Bloomington does hereby commit funds from Sanitary Sewer Fund (5110) ($50,000), Storm Water Fund (5310) ($50,000), and Water Fund (5010) ($70,000), for use in conjunction with a Rebuild Illinois Public Infrastructure Grant, such funds to equal 3.6% of the estimated total project cost of $4,674,294, or $170,000.

PASSED this 24th day of June 2020.

APPROVED this ____ day of June 2020.

CITY OF BLOOMINGTON

_____
Tari Renner, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

Public Infrastructure Application Submission Checklist

All applications will be screened for completeness. Applicants must complete and submit this checklist with the application. **All pages of the application must be sequentially numbered**. Use the right-hand column, labeled "Page Number" to indicate the page for each item.

____ Original grant application (*indicate the "original" on the cover*)
____ Two complete copies of the grant application

File #		PROJECT INFORMATION	PAGE NUMBER
1	X	Completed Submission Checklist (This Page)	
2	X	Letter of Transmittal from Chief Elected Official	
3	X	State of Illinois-DCEO Uniform Grant Application	
4	X	Project Information	
5	X	GATA Capital Budget	
6	X	Engineer's Cost Estimate	
7	X	Project Location Map	
8	X	FEMA Issued Floodplain Map	
9	X	Project Summary	
10	X	Minority Benefit/Affirmative Housing Statement	
11	X	Job Creation Documentation	
12	X	Project Readiness Summary	
		DOCUMENTATION, CERTIFICATIONS, RESOLUTIONS	
1	X	Signed Letters of Support	
2	X	Council Commitment of Funds (if applicable)	
3	X	Resident Participation/Public Hearings (if applicable)	
4		7-day notice	
5		Newspaper clipping & Publisher's certification	
6		Certified minutes	
7		Attendance sheet(s)	
8	X	Local Government Certifications	
9	X	Mandatory Disclosures	
10	X	Conflict of Interest Disclosure	
11	____	Intergovernmental Cooperation Agreement, if applicable	
		ATTACHMENTS	
1	X	Current Infrastructure Condition Documentation	
2	____	Firm documentation of commitment from leveraging source(s)	
3	X	Copy of Construction Permit(s)	
4	____	Proof of Land Ownership (if applicable)	
5	____	Control of Right of Way/Easements (if applicable)	
6	____	Copy of water purchase or wastewater treatment agreement (if applicable)	
7	____	Copy of Option to Purchase (if applicable)	
8	X	Copy of Fair Housing Resolution	
9	X	W-9	
10	X	SAM Registration (CAGE #)	
11	X	IRS Certification Letter	
12	X	Copy of Local Government Audit	

Illinois
Department of Commerce
& Economic Opportunity

Uniform Application for State Grant Assistance

Agency Completed Section

1. Type of Submission
- ☐ Pre-Application
- ☒ Application
- ☐ Changed / Corrected Application

2. Type of Application
- ☒ New
- ☐ Continuation (i.e. multiple year grant)
- ☐ Revision (modification to initial application)

3. Date/Time Received By State (Completed by State Agency upon Receipt of Application)	
4. Name of Awarding State Agency	Illinois Department of Commerce and Economic Opportunity
5. Catalog of State Financial Assistance (CSFA) Number	420-75-2373
6. CSFA Title	REBUILD ILLINOIS COMPETITIVE PUBLIC INFRASTRUCTURE PROGRAM

Catalog of Federal Domestic Assistance (CFDA) ☒ Not Applicable (No federal funding)

7. CFDA Number	
8. CFDA Title	
9. CFDA Number	
10. CFDA Title	
Additional CFDA Number, if required	
Additional CFDA Title, if required	

Funding Opportunity Information

11. Funding Opportunity Number	RIPI (92-1)
12. Funding Opportunity Title	REBUILD ILLINOIS PUBLIC INFRASTRUCTURE PROGRAM

Competition Identification ☒ Not Applicable

13. Competition Identification Number: N/A

14. Competition Identification Title: N/A

Applicant Completed Section

Applicant Information

15. Legal Name (Name used for DUNS registration and grantee pre-qualification): City of Bloomington

16. Common Name (DBA): City of Bloomington

17. Employer/Taxpayer identification number (EIN, TIN): EIN 37-6001563

18. Organizational DUNS Number: 060864170

19. SAM Cage Code: 3utr4

20. Business Address
(Address 1)
(Address 2)
(City), (State), (zip - 4): 115 E Washington Street
PO Box 3157
Bloomington, Illinois, 61702-3157

Applicant's Organizational Unit

21. Department Name: Public Works

22. Division Name: Engineering

Applicant's Name and Contact Information for Person to be Contacted for **Program** Matters involving this Application.

23. First Name: Jim

24. Last Name: Karch

25. Suffix:

26. Title: Special Project Manager

27. Organizational Affiliation: City of Bloomington

28. Telephone Number: 309-434-2385

29. Fax Number: 309-434-2201

30. E-mail Address: jkarch@cityblm.org

Applicant's Name and Contact Information for Person to be Contacted for **Business/Administrative Office** Matters involving the Application.

31. First Name: Jennifer

32. Last Name: Toney

33. Suffix:

34. Title: Grant Administrator

35. Organizational Affiliation: City of Bloomington

36. Telephone Number: 309-261-2425

37. Fax Number: 309-434-2802

38. E-mail Address: jtoney@cityblm.org

Areas Affected

39. Areas Affected by the Project (cities, counties, state-wide, add attachments e.g. maps): A portion of central Bloomington, Illinois, McLean County with major work being done on Washington Street, Mercer Avenue, Grove Street, Warner Street and Moore Street.

40. Legislative and Congressional District of Applicant: Illinois 13th Congressional District
Illinois 18th Congressional District

41. Legislative and Congressional Districts or Program Project: Illinois 18th Congressional District
Illinois House District 88

Applicant's Project

42. Description Title of Applicant's Project: Locust/Colton Combined Sewer Overflow Elimination Project Phase 2

43. Proposed Project Term

Start Date: 03/01/2021

End Date: 04/30/2022

44. Estimated Funding (Include all that apply)

☒ Amount Requested from the State	$4,504,294.00
☐ Applicant Contribution (e.g., in kind, matching)	
☒ Local Contribution	$170,000.00
☐ Other Source of Contribution	
☐ Program Income	
Total Amount	$4,674,294.00

Applicant Certification:

By signing this application, I certify (1) to the statements contained in the list of certifications* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties. (U.S. Code, Title 18, Section 1001)

(*) The list of certification and assurances, or an internet site where you may obtain this list is contained in the Notice of Funding Opportunity. If a NOFO was not required for the award, the state agency will specify required assurances and certifications as an addendum to the application.

☒ I Agree

Authorized Representative

45. First Name: Tari

46. Last Name: Renner

47. Suffix:

48. Title: Mayor

49. Telephone Number: 309-434-2210

50. Fax Number: 309-434-2802

51. E-mail Address: trenner@cityblm.org

52. Signature of Authorized Representative

_____

53. Date Signed

_____

APPLICANT PROJECT INFORMATION

REBUILD ILLINOIS PUBLIC INFRASTRUCTURE

Type of project? Waste Disposal Systems; Flood and Drainage; Water distribution and purification facilities

If this project is "on behalf of" another entity, what is the entity:
Not applicable

I. PROJECT LOCATION ADDRESS:

Street Address Project location includes Washington, Grove, Mercer, Moore and Warner
(required)

City Bloomington State Illinois Zip Code 61701

The project location will be utilized to verify inclusion in an opportunity zone and/or DCEO underserved area.

II. PROJECT BENEFIT INFORMATION

Provide the total number of persons served based upon the Census: 76,610 (2010)

CENSUS TRACT NUMBER(s) – Use additional sheet, if necessary.

McLean County, Illinois Tract 3.02 #17113000302	**McLean County, Illinois Tract 11.05 #17113001105**	**McLean County, Illinois Tract 13.02 #17113001302**	**McLean County, Illinois Tract 14.04 #17113001404**	**McLean County, Illinois Tract 18 #17113001800**	**McLean County, Illinois Tract 59 #17113005900**
McLean County, Illinois Tract 5.05 #17113000505	**McLean County, Illinois Tract 11.06 #17113001106**	**McLean County, Illinois Tract 13.03 #17113001303**	**McLean County, Illinois Tract 15 #17113001500**	**McLean County, Illinois Tract 21.01 #17113002101**	
McLean County, Illinois Tract 11.03 #17113001103	**McLean County, Illinois Tract 12 #17113001200**	**McLean County, Illinois Tract 14.02 # 17113001402**	**McLean County, Illinois Tract 16 #17113001600**	**McLean County, Illinois Tract 51.01 #17113005101**	
McLean County, Illinois Tract 11.04 #17113001104	**McLean County, Illinois Tract 13.01 #17113001301**	**McLean County, Illinois Tract 14.03 #17113001403**	**McLean County, Illinois Tract 17 #17113001700**	**McLean County, Illinois Tract 58 #17113005800**	

Is this project located in an Enterprise Zone? ☐ Yes ☒ No

Is this project located in an Empowerment Area? ☐ Yes ☒ No

Is this project located in a Tax Increment Financing District? ☐ Yes ☒ No

What is the current unemployment rate of the County? 12.8% (April) (from IDES Non-Seasonally Adjusted, available at: https://www2.illinois.gov/ides/lmi/Pages/Local_Area_Unemployment_Statistics.aspx)

III. APPLICATION WRITER

CONTACT PERSON: TITLE:

Jennifer Toney — Grant Administrator

ADDRESS AND PHONE NUMBER:

Firm Name City of Bloomington

Street Address 115 East Washington Street P.O. Box 3157

City Bloomington State Illinois Zip Code 61702-3157
(include + 4)

E-Mail jtoney@cityblm.org
(required)

BUSINESS PHONE: (309) 261-2425 FAX PHONE: (309) 434-2201

FEDERAL EMPLOYER IDENTIFICATION NUMBER: 37-6001563
(required)

IV. **PROJECT ENGINEER,** if selected

CONTACT PERSON: TITLE:

Kevin Kothe, P.E. Director of Public Works

ADDRESS AND PHONE NUMBER:

Firm Name City of Bloomington

Street Address 115 East Washington Street P.O. Box 3157
(required) (Only if no street address)

City Bloomington State Illinois Zip Code 61701
(include + 4)

E-Mail kkothe@cityblm.org
(required)

BUSINESS PHONE: (309) 434-2225 FAX PHONE: (309) 434-2201

FEDERAL EMPLOYER IDENTIFICATION NUMBER: 37-6001563
(required)

State of Illinois -- Uniform Budget Template -- General Instructions

This form is used to apply to individual State of Illinois discretionary grant programs. Applicants should submit budgets based upon the total estimated costs for the project including all funding sources. Pay attention to applicable program specific instructions, if attached. The applicant organization should refer to 2 CFR 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" cited within these instructions.

You must consult with your Business Office prior to submitting this form for any award restrictions, limitations or requirements when filling out the narrative and Uniform Budget Template.

Section A – Budget Summary

STATE OF ILLINOIS FUNDS

All applicants must complete Section A and provide a break-down by the applicable budget categories shown in lines 1-17. **Please read all instructions before completing form.**

STATE OF ILLINOIS GRANT FUNDS

Provide a total requested State of Illinois Grant amount for each year in the Revenue portion of Section A. The amount entered in Line (a) will equal the total amount budgeted on Line 18 of Section A.

BUDGET SUMMARY – STATE OF ILLINOIS FUNDS

All applicants must complete Section A and provide a break-down by the applicable budget categories shown in lines 1-17.

Line 18: Show the total budget request for each fiscal year for which funding is requested.

Please use detail worksheet and narrative section for further descriptions and explanations of budgetary line items

Section A (continued) Indirect Cost Information: *(This information should be completed by the applicant's Business Office)* . If the applicant is requesting reimbursement for indirect costs on line 17, the applicant's Business Office must select one of the options listed on the Indirect Cost Information page under Section-A Indirect Cost Information (1-4).

Option (1): The applicant has a Negotiated Indirect Cost Rate Agreement (NICRA) that was approved by the Federal government. A copy of this agreement must be provided to the State of Illinois' Indirect Cost Unit for review and documentation. This NICRA will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. *If this option is selected by the applicant, basic information is required for completion of this section. See bottom of "Section-A Indirect Cost Information"*

NOTE: The applicant may not have a Federally Negotiated Indirect Cost Rate Agreement. Therefore, in order for the applicant to be reimbursed for Indirect Costs from the State of Illinois, the applicant must either:

A) Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from our State Cognizant Agency on an annual basis.

B) Elect to use the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois Awards.

C) Use a Restricted Rate designated by programmatic statutory policy. (See Notice of Funding Opportunity for Restricted Rate Programs)

Option (2a): The applicant currently has a Negotiated Indirect Cost Rate Agreement with the State of Illinois that will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. The applicant is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within six (6) months after the close of each fiscal year (2 CFR 200 Appendix IV (C)(2)(c). ***Note:*** *If this option is selected by the applicant, basic information is required for completion of this section. See bottom of "Section-A Indirect Cost Information"*

OR

Option (2b): The applicant currently does not have a Negotiated Indirect Cost Rate Agreement with the State of Illinois. The applicant must submit its initial Indirect Cost Rate Proposal (ICRP) immediately after the applicant is advised that the State award will be made and, in no event, later than three (3) months after the effective date of the State award (2 CFR 200 Appendix IV (C)(2)(b). The initial ICRP will be sent to the State of Illinois' Indirect Cost Unit. ***Note:*** *The applicant should check with the State of Illinois awarding Agency for information regarding reimbursement of indirect costs while its proposal is being negotiated*

Option (3): The applicant elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards (2 CFR 200.414 (c)(4)(f) & (200.68). ***Note:*** *The applicant must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.* ***Note*** *the applicant may only use the 10 percent de minimis rate if the applicant does not have an Approved Indirect Cost Rate Agreement. The applicant may not use the de minimis rate if it is a Local government, or if your grant is funded under a training rate or restricted rate program .*

Option (4): If you are applying for a grant under a Restricted Rate Program, indicate whether you are using a restricted indirect cost rate that is included on your approved Indirect Cost Rate Agreement, or whether you are using a restricted indirect cost rate that complies with statutory or programmatic policies. ***Note:*** *See Notice of State Award for Restricted Rate Programs*

Section B - Budget Summary

NON-STATE OF ILLINOIS FUNDS

NON-STATE OF ILLINOIS FUNDS: If the applicant is required to provide or volunteers to provide cost-sharing or matching funds or other non-State of Illinois resources to the project, the applicant must provide a revenue breakdown of all Non-State of Illinois funds in lines (b)-(d). the total of "Non-State Funds" should equal the amount budgeted on Line 18 of Section B. If a match percentage is required, the amount should be entered in this section.

BUDGET SUMMARY – NON STATE OF ILLINOIS FUNDS

If the applicant is required to provide or volunteers to provide cost-sharing or matching funds or other non-State of Illinois resources to the project, these costs should be shown for each applicable budget category on lines 1-17 of Section B.

Lines 1-17: For each project year, for which matching funds or other contributions are provided, show the total contribution for each applicable budget category.

Line 18: Show the total matching or other contribution for each fiscal year.

Please see detail worksheet and narrative section for further descriptions and explanations of budgetary line items

Section C - Budget Worksheet & Narrative

[Attach separate sheet(s)]

Pay attention to applicable program specific instructions, if attached.

All applicants are required to submit a budget narrative along with Section A and Section B. The budget narrative is sometimes referred to as the budget justification. The narrative serves two purposes: it explains how the costs were estimated and it justifies the need for the cost. The narrative may include tables for clarification purposes. The State of Illinois recommends using the State of Illinois Uniform Budget Template worksheet and narrative guide provided.

1. Provide an itemized budget breakdown, and justification by project year, for each budget category listed in Sections A and B.

2. For non-State of Illinois funds or resources listed in Section B that are used to meet a cost-sharing or matching requirement or provided as a voluntary cost-sharing or matching commitment, you must include:

   a. The specific costs or contributions by budget category;

   b. The source of the costs or contributions; and

   c. In the case of third-party in-kind contributions, a description of how the value was determined for the donated or contributed goods or services.

[Please review cost sharing and matching regulations found in 2 CFR 200.306.]

3. If applicable to this program, provide the rate and base on which fringe benefits are calculated.

4. If the applicant is requesting reimbursement for indirect costs on line 17, this information should be completed by the applicant's Business Office. Specify the estimated amount of the base to which the indirect cost rate is applied and the total indirect expense. Depending on the grant program to which the applicant is applying and/or the applicant's approved Indirect Cost Rate Agreement, some direct cost budget categories in the applicant's grant application budget may not be included in the base and multiplied by your indirect cost rate. Please indicate which costs are included and which costs are excluded from the base to which the indirect cost rate is applied.

5. Provide other explanations or comments you deem necessary.

Keep in mind the following—

Although the degree of specificity of any budget will vary depending on the nature of the project and State of Illinois agency requirements, a complete, well-thought-out budget serves to reinforce your credibility and increase the likelihood of your proposal being funded.

•A well-prepared budget should be reasonable and demonstrate that the funds being asked for will be used wisely.

•The budget should be as concrete and specific as possible in its estimates. Make every effort to be realistic, to estimate costs accurately.

•The budget format should be as clear as possible. It should begin with a budget narrative, which you should write after the entire budget has been prepared.

•Each section of the budget should be in outline form, listing line items under major headings and subheadings.

•Each of the major components should be subtotaled with a grand total at the end.

Your budget should justify all expenses and be consistent with the program narrative:

•Salaries should be comparable to those within the applicant organization.

•If new staff is being hired, additional space and equipment are considered, as necessary.

•If the budget lists an equipment purchase, it is the type allowed by the agency.

•If additional space is rented, the increase in insurance is supported.

•If an indirect cost rate applies to the proposal, the division between direct and indirect costs is not in conflict, and the aggregate budget totals refer directly to the approved formula. Indirect costs are costs that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project (like the cost of operating and maintaining facilities, depreciation, and administrative salaries).

§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or $1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

STATE OF ILLINOIS	UNIFORM GRANT BUDGET TEMPLATE			Commerce & Economic Opportunity	
Organization Name:	**City of Bloomington**	**DUNS#**	**60864170**	**NOFO #**	**2373-1362**
CSFA Number:	**420-75-2373**	**CSFA Description:**	**Rebuild Illinois**	**Fiscal Year:**	**2020**
SECTION A -- STATE OF ILLINOIS FUNDS				**Grant #**	
Revenues				**TOTAL REVENUE**	
(a). State of Illinois Grant Amount Requested				$	4,504,294.00

BUDGET SUMMARY STATE OF ILLINOIS FUNDS

Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200	TOTAL EXPENDITURES
1. Design/Engineering		$ -
2. Building/Land Purchase		$ -
3. Equipment/Materials/Labor		$ -
4. Equipment		$ -
5. Wiring/Electrical		$ -
6. Mechanical System		$ -
7. Paving/Concrete/Masonry		$ -
8. Plumbing		$ -
9. Construction Management/Oversight		$ -
10. Construction		$ *4,504,294.00*
11. Other Construction Expenses		$ -
12. Excavation/Site Prep/Dem		$ -
13. Site Work		$ -
14. Demolition & Removal		$ -
15. Contingency		$ -
16. Total Direct Costs (lines 1-15)		$ *4,504,294.00*
17. Total Costs State Grant Funds (16 &17)		$ *4,504,294.00*

Organization Name: City of Bloomington NOFO # 2373-1362

SECTION - A (continued) Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options.

1) ☐ Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations.

NOTE: (If this option is selected, please provide basic Negotiated Indirect Cost Rate Agreement information in area designated below)

Your Organization may not have a Federally Negotiated Indirect Cost Rate Agreement. Therefore, in order for your Organization to be reimbursed for Indirect Costs from the State of Illinois, your Organization must either:

A. **Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis.**

B. **Elect to use the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois Awards.**

C. ***Use a Restricted Rate designated by programmatic or statutory policy. (See Notice of Funding Opportunity for Restricted Rate Programs)***

2a) ☐ Our Organization currently has a Negotiated Indirect Cost Rate Agreement with the State of Illinois that will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within six (6) months after the close of each fiscal year (2 CFR 200 Appendix IV (C)(2)(c).

NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below)

2b) ☐ Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement with the State of Illinois. Our Organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made and, in no event, later than three (3) months after the effective date of the State award (2 CFR 200 Appendix IV (C)(2)(b). The initial ICRP will be sent to the State of Illinois' Indirect Cost Unit.

NOTE: (Check with your State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated)

3) ☐ Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards (2 CFR 200.414 (c)(4)(f) & (200.68).

NOTE: (Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs)

4) ☐ For Restricted Rate Programs (check one) -- Our Organization is using a restricted indirect cost rate that:

_____ Is included as a "Special Indirect Cost Rate" in our NICRA (2 CFR 200Appendix IV (5) Or;

_____ Complies with other statutory policies (please specify):

The Restricted Indirect Cost Rate is _____%

5) ☒ No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements)

Basic Negotiated Indirect Cost Rate Agreement information if Option (1) or (2a) is selected

Period Covered by the NICRA: From: _____ To: _____ (mm/dd/yyyy)

Approving Federal/State agency (please specify): _____

The Indirect Cost Rate is: 0 % The Distribution Base is: _____

STATE OF ILLINOIS	UNIFORM GRANT BUDGET TEMPLATE	Commerce & Economic Opportunity
Organization Name: City of Bloomington	NOFO # 2373-1362	Fiscal Year 2020
SECTION B -- NON STATE OF ILLINOIS FUNDS		Grant Number:
Revenues		TOTAL REVENUE
	Private	Public
NON-STATE Funds Total	$ -	$ 170,000.00

BUDGET SUMMARY NON-STATE OF ILLINOIS FUNDS		
Budget Expenditure Categories	TOTAL Private EXPENDITURES	TOTAL Public EXPENDITURES
1. Design/Engineering	$ -	$ -
2. Building/Land Purchase	$ -	$ -
3. Equipment/Materials/Labor	$ -	$ -
4. Equipment	$ -	$ -
5. Wiring/Electrical	$ -	$ -
6. Mechanical System	$ -	$ -
7. Paving/Concrete/Masonry	$ -	$ -
8. Plumbing	$ -	$ -
9. Construction Management/Oversight	$ -	$ -
10. Construction	$ -	$ 170,000.00
11. Other Construction Expenses	$ -	$ -
12. Excavation/Site Prep/Dem	$ -	$ -
13. Site Work	$ -	$ -
14. Demolition & Removal	$ -	$ -
15. Contingency	$ -	$ -
16. Total Direct Costs (lines 1-15)	$ -	$ 170,000.00
17. Total Costs NON -State Grant Funds (16 &17)		$ 170,000.00

CERTIFICATION	STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE	AGENCY: Commerce & Economic Opportunity
Organization Name: City of Bloomington	CSFA Description: Rebuild Illinois	NOFO # 2373-1362
CSFA #: 420-75-2373	DUNS # 60864170	Fiscal Year(s): 2020

(2 CFR 200.415)

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate and that any false, fictitious, or fraudulent information or the omission of any material fact, could result in the immediate termination of my grant award(s).

City of Bloomington	City of Bloomington
Institution/Organization	Institution/Organization
Signature	Signature
Scott Rathbun	Tim Gleason
Name of Official	Name of Official
Finance Director	City Manager
Title Chief Financial Officer (or equivalent)	Title Executive Director (or equivalent)
Date of Execution	Date of Execution

Note: The State awarding agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on behalf of the organization.

Section C - Budget Worksheet & Narrative

1). Design/Engineering -- Costs associated with planning, design, and construction observation or related services for the proposed project including environmental services, testing, surveys, etc. Costs associated with creation of the project's architectural drawings, engineering studies and/or fees, etc., including costs of plans & specs and/or printing costs if specifically identified as such within the project description. Copies of contracts will be required.

Purpose	Description of Work	Item Cost
		$ -
		$ -
		$ -
		$ -
	State Total	$ -
		$ -
		$ -
	Private Non-State Total	$ -
		$ -
		$ -
	Public Non-State Total	$ -
	Total	$ -

Narrative (State):

Narrative (Private Non-State) *i.e. "Match" or "Other Funding"*

Narrative (Public Non-State) *i.e. "Match" or "Other Funding"*

Section C - Budget Worksheet & Narrative

City of Bloomington

2). Building/Land Purchase -- Costs to purchase, either in whole or in part a building, structural shell, condominium, land, and/or easement including, but not limited to: the net purchase price itself, closing costs charged to the buyer on the closing document, legal fees, etc. Additionally, costs associated with Right-of-Way, appraisals, property/boundary surveys, legal fees, etc.

Purpose	Description of Work	Item Cost
		$ -
		$ -
		$ -
		$ -
	State Total	$ -
		$ -
		$ -
	Private Non-State Total	$ -
		$ -
		$ -
	Public Non-State Total	$ -
	Total	$ -

Narrative (State):

Narrative (Private Non-State) *i.e. "Match" or "Other Funding"*

Narrative (Public Non-State) *i.e. "Match" or "Other Funding"*

Section C - Budget Worksheet & Narrative

3). Equipment/Materials/Labor *(2 CFR 200.474)*-- Purchase of materials and/or purchase/lease of equipment, to use or install for the project, such as: steel, drywall, lumber, wiring, doors, windows, roofing, rock, etc. including labor/installation costs, as identified - within the project description

Item	Quantity	Cost Rate	Item Cost
			$ -
			$ -
			$ -
			$ -
		State Total	$ -
			$ -
			$ -
		Private Non-State Total	$ -
			$ -
			$ -
		Public Non-State Total	$ -
		Total	$ -

Narrative (State):

Narrative (Private Non-State) *i.e. "Match" or "Other Funding"*

Narrative (Public Non-State) *i.e. "Match" or "Other Funding"*

Section C - Budget Worksheet & Narrative

City of Bloomington

4). Equipment *(2 CFR 200.439)* -- All costs associated with equipment that is not associated with any other contracts related to the grant.

Item	Quantity	Cost	Equipment Cost
			$ -
			$ -
		State Total	$ -
			$ -
			$ -
		Private Non-State Total	$ -
			$ -
			$ -
		Public Non-State Total	$ -
		Total Equipment	$ -

Narrative (State):

Narrative (Private Non-State) *i.e. "Match" or "Other Funding"*

Narrative (Public Non-State) *i.e. "Match" or "Other Funding"*

Section C - Budget Worksheet & Narrative

5). Wiring/Electrical *(2 CFR 200.94)* -- Purchase of materials necessary for completion of the project scope such as electrical wiring, conduit, outlets, switches, etc. including associated labor/installation costs, as identified within the project description.

Item	Quantity/ Duration	Cost per Item	Item Cost
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
		State Total	$ -
			$ -
			$ -
		Private Non-State Total	$ -
			$ -
			$ -
		Public Non-State Total	$ -
		Total	$ -

Narrative (State):

Narrative (Private Non-State) *i.e. "Match" or "Other Funding"*

Narrative (Public Non-State) *i.e. "Match" or "Other Funding"*

Section C - Budget Worksheet & Narrative

6). Mechanical System -- Purchase of materials necessary for completion of the project scope such as HVAC, elevators, fire alarm, sprinkler, or ventilation system, etc. including associated labor/installation costs, as identified within the project description.

Item	Quantity/ Duration	Cost per Item	Item Cost
			$ -
			$ -
			$ -
			$ -
		State Total	$ -
			$ -
			$ -
		Private Non-State Total	$ -
			$ -
			$ -
		Public Non-State Total	$ -
		Total	$ -

Narrative (State):

Narrative (Private Non-State) *i.e. "Match" or "Other Funding"*

Narrative (Public Non-State) *i.e. "Match" or "Other Funding"*

Section C - Budget Worksheet & Narrative

7). **Paving/Concrete/Masonry** *(2 CFR 200.459)* -- Purchase of materials necessary for completion of the project scope such as bituminous pavement, concrete, rock, bricks, blocks, mortar, tuckpointing, etc. including associated labor/installation costs, as identified within the project description.

Item	Quantity	Cost per Item	Item Cost
			$ -
			$ -
		State Total	$ -
			$ -
			$ -
		Private Non-State Total	$ -
			$ -
			$ -
		Public Non-State Total	$ -
		Total	$ -

Narrative (State):

Narrative (Private Non-State) *i.e. "Match" or "Other Funding"*

Narrative (Public Non-State) *i.e. "Match" or "Other Funding"*

Section C - Budget Worksheet & Narrative

City of Bloomington

8). Plumbing-- Purchase of materials necessary for completion of the project scope such as internal or external pipes for water, gas, and/or sewage; fixtures; etc. including associated labor/installation costs, as identified within the project description.

Item	Quantity	Cost per Item	Item Cost
			$ -
			$ -
		State Total	***$*** -
			$ -
			$ -
		Private Non-State Total	***$*** -
			$ -
			$ -
		Public Non-State Total	***$*** -
		Total	***$*** -

Narrative (State):

Narrative (Private Non-State) *i.e. "Match" or "Other Funding"*

Narrative (Public Non-State) *i.e. "Match" or "Other Funding"*

Section C - Budget Worksheet & Narrative

City of Bloomington

9). Construction Management/Oversight -- Costs associated with managing the construction activities and/or overseeing all aspects of the construction project, either by contractor personnel or grantee personnel, but limited to verifiable time working on this project.

Purpose	Description of Work	Item Cost
		$ -
		$ -
		$ -
	State Total	$ -
		$ -
		$ -
	Private Non-State Total	$ -
		$ -
		$ -
	Public Non-State Total	$ -
	Total	$ -

Narrative (State):

Narrative (Private Non-State) *i.e. "Match" or "Other Funding"*

Narrative (Public Non-State) *i.e. "Match" or "Other Funding"*

Section C - Budget Worksheet & Narrative

10). Construction -- *All costs associated with physical construction and construction related services provided by the contractor(s) of the facility.*

Purpose	Description of Work	Item Cost
Replacement of sewer, sewer laters, water main, curb and gutter, and street resurfacing work to phase in the elimination of a combined sewer overflow.	*The project includes installation of 1,750 feet of new separate sanitary sewer and 20 to 30 new service laterals connecting resident's homes to the new sanitary sewer line. It also includes replacing 450 feet of aged water main in the areas disturbed by sewer construction. Moore Street and Warner Street will receive new curb and gutter along with a new hot mix asphalt street overlay. Washington Street, Mercer Avenue and Grove Street will be resurfaced curb to curb in the areas impacted by the construction.*	
		$ 4,504,294.00
		$ -
	State Total	***$ 4,504,294.00***
		$ -
		$ -
	Private Non-State Total	***$ -***
Replacement of sewer, sewer laters, water main, curb and gutter, and street resurfacing work to phase in the elimination of a combined sewer overflow.	*The project includes installation of 1,750 feet of new separate sanitary sewer and 20 to 30 new service laterals connecting resident's homes to the new sanitary sewer line. It also includes replacing 450 feet of aged water main in the areas disturbed by sewer construction. Moore Street and Warner Street will receive new curb and gutter along with a new hot mix asphalt street overlay. Washington Street, Mercer Avenue and Grove Street will be resurfaced curb to curb in the areas impacted by the construction.*	
		$ 170,000.00
		$ -
	Public Non-State Total	***$ 170,000.00***
	Total	***$ 4,674,294.00***

Narrative (State):

The project is Phase Two of the city's larger Locust/Colton Combined Sewer Overflow Elimination Project, which began in December 2011. Phase Two is ready to bid. Subject to award of grant funds from Rebuild Illinois, the City would begin Phase 2 construction in March 2021. The project will benefit approximately 46 homes in the area bounded by Washington Street on the north, Grove Street on the south, Mercer Avenue on the east, and Moore Street on the west.

Narrative (Private Non-State) *i.e. "Match" or "Other Funding"*

Narrative (Public Non-State) *i.e. "Match" or "Other Funding"*

The City has budgeted $170,000 out of the various enterprise funds in fiscal year 2021 to serve as a match toward this phase of the construction project.

Section C - Budget Worksheet & Narrative

City of Bloomington

11). Other Construction Expenses -- Costs that cannot be easily broken out to or covered by individual/specific budgetary line items such landscaping, hauling, equipment, rental, insurance, environmental fees, loan payments, etc. as identified within the project description.

Purpose	Description of Work	Item Cost
		$ -
		$ -
		$ -
	State Total	$ -
		$ -
		$ -
	Private Non-State Total	$ -
		$ -
		$ -
	Public Non-State Total	$ -
	Total	$ -

Narrative (State):

Narrative (Private Non-State) *i.e. "Match" or "Other Funding"*

Narrative (Public Non-State) *i.e. "Match" or "Other Funding"*

Section C - Budget Worksheet & Narrative

12). Excavation/Site Prep/Demo -- Costs associated with demolition of existing structures on the project site and/or preparation of the project site including excavation, etc. ahead of actual new construction/renovation activities.

Purpose	Description of Work	Item Cost
		$ -
		$ -
		$ -
	State Total	$ -
		$ -
		$ -
	Private Non-State Total	$ -
		$ -
		$ -
	Public Non-State Total	$ -
	Total	$ -

Narrative (State):

Narrative (Private Non-State) *i.e. "Match" or "Other Funding"*

Narrative (Public Non-State) *i.e. "Match" or "Other Funding"*

Section C - Budget Worksheet & Narrative

City of Bloomington

13). Site Work - *All costs associated with work outside of the 5-foot building line, including grading, excavation, filtration systems, parking lots, sidewalks, utilities, etc.*

Purpose	Description of Work	Item Cost
		$ -
		$ -
	State Total	$ -
		$ -
		$ -
	Private Non-State Total	$ -
		$ -
		$ -
	Public Non-State Total	$ -
	Total	$ -

Narrative (State):

Narrative (Private Non-State) *i.e. "Match" or "Other Funding"*

Narrative (Public Non-State) *i.e. "Match" or "Other Funding"*

Section C - Budget Worksheet & Narrative

14). Demolition and Removal --All costs associated with removal of any structures required to accommodate new construction and approved as part of the grant.

Purpose	Description of Work	Item Cost
		$ -
		$ -
		$ -
		$ -
	State Total	$ -
		$ -
		$ -
	Private Non-State Total	$ -
		$ -
		$ -
	Public Non-State Total	$ -
	Total	$ -

Narrative (State):

Narrative (Private Non-State) *i.e. "Match" or "Other Funding"*

Narrative (Public Non-State) *i.e. "Match" or "Other Funding"*

Section C - Budget Worksheet & Narrative

City of Bloomington

15). Contingency - *Coverage of potential cost overruns in any of the utilized grant budget line items.*

Purpose	Description of Work	Item Cost
		$ -
		$ -
	State Total	$ -
		$ -
	Private Non-State Total	$ -
		$ -
		$ -
	Public Non-State Total	$ -
	Total	$ -

Narrative (State):

Narrative (Private Non-State) *i.e. "Match" or "Other Funding"*

Narrative (Public Non-State) *i.e. "Match" or "Other Funding"*

Section C - Budget Worksheet & Narrative

City of Bloomington

Budget Narrative Summary--When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project.

Budget Category	*State*	*Private Match*	*Public Match*	*Total*
1. Design/Engineering	$ -	$ -	$ -	$ -
2. Building/Land Purchase	$ -	$ -	$ -	$ -
3. Equipment/Materials/Labor	$ -	$ -	$ -	$ -
4. Equipment	$ -	$ -	$ -	$ -
5. Wiring/Electrical	$ -	$ -	$ -	$ -
6. Mechanical System	$ -	$ -	$ -	$ -
7. Paving/Concrete/Masonry	$ -	$ -	$ -	$ -
8. Plumbing	$ -	$ -	$ -	$ -
9. Construction Management/Oversight	$ -	$ -	$ -	$ -
10. Construction	$ 4,504,294.00	$ -	$ 170,000.00	$ 4,674,294.00
11. Other Construction Expenses	$ -	$ -	$ -	$ -
12. Excavation/Site Prep/Dem	$ -	$ -	$ -	$ -
13. Site Work	$ -	$ -	$ -	$ -
14. Demolition & Removal	$ -	$ -	$ -	$ -
15. Contingency	$ -	$ -	$ -	$ -

State Request	$ 4,504,294.00		
Private Match		$ -	
Public Match			$ 170,000.00
TOTAL PROJECT COSTS			$ 4,674,294.00

Public Infrastructure Application Submission Checklist

All applications will be screened for completeness. Applicants must complete and submit this checklist with the application. **All pages of the application must be sequentially numbered**. Use the right-hand column, labeled "Page Number" to indicate the page for each item.

____ Original grant application (*indicate the "original" on the cover*)
____ Two complete copies of the grant application

File #		PROJECT INFORMATION	PAGE NUMBER
1	X	Completed Submission Checklist (This Page)	
2	X	Letter of Transmittal from Chief Elected Official	
3	X	State of Illinois-DCEO Uniform Grant Application	
4	X	Project Information	
5	X	GATA Capital Budget	
6	X	Engineer's Cost Estimate	
7	X	Project Location Map	
8	X	FEMA Issued Floodplain Map	
9	X	Project Summary	
10	X	Minority Benefit/Affirmative Housing Statement	
11	X	Job Creation Documentation	
12	X	Project Readiness Summary	
		DOCUMENTATION, CERTIFICATIONS, RESOLUTIONS	
1	X	Signed Letters of Support	
2	X	Council Commitment of Funds (if applicable)	
3	X	Resident Participation/Public Hearings (if applicable)	
4		7-day notice	
5		Newspaper clipping & Publisher's certification	
6		Certified minutes	
7		Attendance sheet(s)	
8	X	Local Government Certifications	
9	X	Mandatory Disclosures	
10	X	Conflict of Interest Disclosure	
11		Intergovernmental Cooperation Agreement, if applicable	
		ATTACHMENTS	
1	X	Current Infrastructure Condition Documentation	
2		Firm documentation of commitment from leveraging source(s)	
3	X	Copy of Construction Permit(s)	
4		Proof of Land Ownership (if applicable)	
5		Control of Right of Way/Easements (if applicable)	
6		Copy of water purchase or wastewater treatment agreement (if applicable)	
7		Copy of Option to Purchase (if applicable)	
8	X	Copy of Fair Housing Resolution	
9	X	W-9	
10	X	SAM Registration (CAGE #)	
11	X	IRS Certification Letter	
12	X	Copy of Local Government Audit	

Illinois
Department of Commerce
& Economic Opportunity

Uniform Application for State Grant Assistance

Agency Completed Section

1. Type of Submission
- ☐ Pre-Application
- ☒ Application
- ☐ Changed / Corrected Application

2. Type of Application
- ☒ New
- ☐ Continuation (i.e. multiple year grant)
- ☐ Revision (modification to initial application)

3. Date/Time Received By State (Completed by State Agency upon Receipt of Application)

4. Name of Awarding State Agency: Illinois Department of Commerce and Economic Opportunity

5. Catalog of State Financial Assistance (CSFA) Number: 420-75-2373

6. CSFA Title: REBUILD ILLINOIS COMPETITIVE PUBLIC INFRASTRUCTURE PROGRAM

Catalog of Federal Domestic Assistance (CFDA) ☒ Not Applicable (No federal funding)

7. CFDA Number

8. CFDA Title

9. CFDA Number

10. CFDA Title

Additional CFDA Number, if required

Additional CFDA Title, if required

Funding Opportunity Information

11. Funding Opportunity Number: RIPI (92-1)

12. Funding Opportunity Title: REBUILD ILLINOIS PUBLIC INFRASTRUCTURE PROGRAM

Competition Identification ☒ Not Applicable

13. Competition Identification Number: N/A

14. Competition Identification Title: N/A

Applicant Completed Section

Applicant Information

15. Legal Name (Name used for DUNS registration and grantee pre-qualification): City of Bloomington

16. Common Name (DBA): City of Bloomington

17. Employer/Taxpayer identification number (EIN, TIN): EIN 37-6001563

18. Organizational DUNS Number: 060864170

19. SAM Cage Code: 3utr4

20. Business Address
(Address 1)
(Address 2)
(City), (State), (zip - 4): 115 E Washington Street
PO Box 3157
Bloomington, Illinois, 61702-3157

Applicant's Organizational Unit

21. Department Name: Public Works

22. Division Name: Engineering

Applicant's Name and Contact Information for Person to be Contacted for **Program** Matters involving this Application.

23. First Name: Jim

24. Last Name: Karch

25. Suffix:

26. Title: Special Project Manager

27. Organizational Affiliation: City of Bloomington

28. Telephone Number: 309-434-2385

29. Fax Number: 309-434-2201

30. E-mail Address: jkarch@cityblm.org

Applicant's Name and Contact Information for Person to be Contacted for **Business/Administrative Office** Matters involving the Application.

31. First Name: Jennifer

32. Last Name: Toney

33. Suffix:

34. Title: Grant Administrator

35. Organizational Affiliation: City of Bloomington

36. Telephone Number: 309-261-2425

37. Fax Number: 309-434-2802

38. E-mail Address: jtoney@cityblm.org

Areas Affected

39. Areas Affected by the Project (cities, counties, state-wide, add attachments e.g. maps): A portion of central Bloomington, Illinois, McLean County with major work being done on Washington Street, Mercer Avenue, Grove Street, Warner Street and Moore Street.

40. Legislative and Congressional District of Applicant: Illinois 13th Congressional District
Illinois 18th Congressional District

41. Legislative and Congressional Districts or Program Project: Illinois 18th Congressional District
Illinois House District 88

Applicant's Project

42. Description Title of Applicant's Project: Locust/Colton Combined Sewer Overflow Elimination Project Phase 2

43. Proposed Project Term

Start Date: 03/01/2021

End Date: 04/30/2022

44. Estimated Funding (Include all that apply)

☒ Amount Requested from the State	$4,504,294.00
☐ Applicant Contribution (e.g., in kind, matching)	
☒ Local Contribution	$170,000.00
☐ Other Source of Contribution	
☐ Program Income	
Total Amount	$4,674,294.00

Applicant Certification:

By signing this application, I certify (1) to the statements contained in the list of certifications* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties. (U.S. Code, Title 18, Section 1001)

(*) The list of certification and assurances, or an internet site where you may obtain this list is contained in the Notice of Funding Opportunity. If a NOFO was not required for the award, the state agency will specify required assurances and certifications as an addendum to the application.

☒ I Agree

Authorized Representative

45. First Name: Tari

46. Last Name: Renner

47. Suffix:

48. Title: Mayor

49. Telephone Number: 309-434-2210

50. Fax Number: 309-434-2802

51. E-mail Address: trenner@cityblm.org

52. Signature of Authorized Representative

53. Date Signed

APPLICANT PROJECT INFORMATION

REBUILD ILLINOIS PUBLIC INFRASTRUCTURE

Type of project? Waste Disposal Systems; Flood and Drainage; Water distribution and purification facilities

If this project is "on behalf of" another entity, what is the entity:
Not applicable

I. PROJECT LOCATION ADDRESS:

Street Address Project location includes Washington, Grove, Mercer, Moore and Warner
(required)

City Bloomington State Illinois Zip Code 61701

The project location will be utilized to verify inclusion in an opportunity zone and/or DCEO underserved area.

II. PROJECT BENEFIT INFORMATION

Provide the total number of persons served based upon the Census: 76,610 (2010)

CENSUS TRACT NUMBER(s) – Use additional sheet, if necessary.

McLean County, Illinois Tract 3.02 #17113000302	**McLean County, Illinois Tract 11.05 #17113001105**	**McLean County, Illinois Tract 13.02 #17113001302**	**McLean County, Illinois Tract 14.04 #17113001404**	**McLean County, Illinois Tract 18 #17113001800**	**McLean County, Illinois Tract 59 #17113005900**
McLean County, Illinois Tract 5.05 #17113000505	**McLean County, Illinois Tract 11.06 #17113001106**	**McLean County, Illinois Tract 13.03 #17113001303**	**McLean County, Illinois Tract 15 #17113001500**	**McLean County, Illinois Tract 21.01 #17113002101**	
McLean County, Illinois Tract 11.03 #17113001103	**McLean County, Illinois Tract 12 #17113001200**	**McLean County, Illinois Tract 14.02 # 17113001402**	**McLean County, Illinois Tract 16 #17113001600**	**McLean County, Illinois Tract 51.01 #17113005101**	
McLean County, Illinois Tract 11.04 #17113001104	**McLean County, Illinois Tract 13.01 #17113001301**	**McLean County, Illinois Tract 14.03 #17113001403**	**McLean County, Illinois Tract 17 #17113001700**	**McLean County, Illinois Tract 58 #17113005800**	

Is this project located in an Enterprise Zone? ☐ Yes ☒ No

Is this project located in an Empowerment Area? ☐ Yes ☒ No

Is this project located in a Tax Increment Financing District? ☐ Yes ☒ No

What is the current unemployment rate of the County? 12.8% (April) (from IDES Non-Seasonally Adjusted, available at: https://www2.illinois.gov/ides/lmi/Pages/Local_Area_Unemployment_Statistics.aspx)

III. APPLICATION WRITER

CONTACT PERSON: TITLE:

Jennifer Toney — Grant Administrator

ADDRESS AND PHONE NUMBER:

Firm Name City of Bloomington

Street Address 115 East Washington Street P.O. Box 3157

City Bloomington State Illinois Zip Code 61702-3157
(include + 4)

E-Mail jtoney@cityblm.org
(required)

BUSINESS PHONE: (309) 261-2425 FAX PHONE: (309) 434-2201

FEDERAL EMPLOYER IDENTIFICATION NUMBER: 37-6001563
(required)

IV. **PROJECT ENGINEER,** if selected

CONTACT PERSON: TITLE:

Kevin Kothe, P.E. Director of Public Works

ADDRESS AND PHONE NUMBER:

Firm Name City of Bloomington

Street Address 115 East Washington Street P.O. Box 3157
(required) (Only if no street address)

City Bloomington State Illinois Zip Code 61701
(include + 4)

E-Mail kkothe@cityblm.org
(required)

BUSINESS PHONE: (309) 434-2225 FAX PHONE: (309) 434-2201

FEDERAL EMPLOYER IDENTIFICATION NUMBER: 37-6001563
(required)

State of Illinois -- Uniform Budget Template -- General Instructions

This form is used to apply to individual State of Illinois discretionary grant programs. Applicants should submit budgets based upon the total estimated costs for the project including all funding sources. Pay attention to applicable program specific instructions, if attached. The applicant organization should refer to 2 CFR 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" cited within these instructions.

You must consult with your Business Office prior to submitting this form for any award restrictions, limitations or requirements when filling out the narrative and Uniform Budget Template.

Section A – Budget Summary

STATE OF ILLINOIS FUNDS

All applicants must complete Section A and provide a break-down by the applicable budget categories shown in lines 1-17. **Please read all instructions before completing form.**

STATE OF ILLINOIS GRANT FUNDS

Provide a total requested State of Illinois Grant amount for each year in the Revenue portion of Section A. The amount entered in Line (a) will equal the total amount budgeted on Line 18 of Section A.

BUDGET SUMMARY – STATE OF ILLINOIS FUNDS

All applicants must complete Section A and provide a break-down by the applicable budget categories shown in lines 1-17.

Line 18: Show the total budget request for each fiscal year for which funding is requested.

Please use detail worksheet and narrative section for further descriptions and explanations of budgetary line items

Section A (continued) Indirect Cost Information: *(This information should be completed by the applicant's Business Office)* . If the applicant is requesting reimbursement for indirect costs on line 17, the applicant's Business Office must select one of the options listed on the Indirect Cost Information page under Section-A Indirect Cost Information (1-4).

Option (1): The applicant has a Negotiated Indirect Cost Rate Agreement (NICRA) that was approved by the Federal government. A copy of this agreement must be provided to the State of Illinois' Indirect Cost Unit for review and documentation. This NICRA will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. *If this option is selected by the applicant, basic information is required for completion of this section. See bottom of "Section-A Indirect Cost Information"*

NOTE: The applicant may not have a Federally Negotiated Indirect Cost Rate Agreement. Therefore, in order for the applicant to be reimbursed for Indirect Costs from the State of Illinois, the applicant must either:

A) Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from our State Cognizant Agency on an annual basis.

B) Elect to use the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois Awards.

C) Use a Restricted Rate designated by programmatic statutory policy. (See Notice of Funding Opportunity for Restricted Rate Programs)

Option (2a): The applicant currently has a Negotiated Indirect Cost Rate Agreement with the State of Illinois that will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. The applicant is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within six (6) months after the close of each fiscal year (2 CFR 200 Appendix IV (C)(2)(c). ***Note:*** *If this option is selected by the applicant, basic information is required for completion of this section. See bottom of "Section-A Indirect Cost Information"*

OR

Option (2b): The applicant currently does not have a Negotiated Indirect Cost Rate Agreement with the State of Illinois. The applicant must submit its initial Indirect Cost Rate Proposal (ICRP) immediately after the applicant is advised that the State award will be made and, in no event, later than three (3) months after the effective date of the State award (2 CFR 200 Appendix IV (C)(2)(b). The initial ICRP will be sent to the State of Illinois' Indirect Cost Unit. ***Note:*** *The applicant should check with the State of Illinois awarding Agency for information regarding reimbursement of indirect costs while its proposal is being negotiated*

Option (3): The applicant elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards (2 CFR 200.414 (c)(4)(f) & (200.68). ***Note:*** *The applicant must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.* ***Note*** *the applicant may only use the 10 percent de minimis rate if the applicant does not have an Approved Indirect Cost Rate Agreement. The applicant may not use the de minimis rate if it is a Local government, or if your grant is funded under a training rate or restricted rate program .*

Option (4): If you are applying for a grant under a Restricted Rate Program, indicate whether you are using a restricted indirect cost rate that is included on your approved Indirect Cost Rate Agreement, or whether you are using a restricted indirect cost rate that complies with statutory or programmatic policies. ***Note:*** *See Notice of State Award for Restricted Rate Programs*

Section B - Budget Summary

NON-STATE OF ILLINOIS FUNDS

NON-STATE OF ILLINOIS FUNDS: If the applicant is required to provide or volunteers to provide cost-sharing or matching funds or other non-State of Illinois resources to the project, the applicant must provide a revenue breakdown of all Non-State of Illinois funds in lines (b)-(d). the total of "Non-State Funds" should equal the amount budgeted on Line 18 of Section B. If a match percentage is required, the amount should be entered in this section.

BUDGET SUMMARY – NON STATE OF ILLINOIS FUNDS

If the applicant is required to provide or volunteers to provide cost-sharing or matching funds or other non-State of Illinois resources to the project, these costs should be shown for each applicable budget category on lines 1-17 of Section B.

Lines 1-17: For each project year, for which matching funds or other contributions are provided, show the total contribution for each applicable budget category.

Line 18: Show the total matching or other contribution for each fiscal year.

Please see detail worksheet and narrative section for further descriptions and explanations of budgetary line items

Section C - Budget Worksheet & Narrative

[Attach separate sheet(s)]

Pay attention to applicable program specific instructions, if attached.

All applicants are required to submit a budget narrative along with Section A and Section B. The budget narrative is sometimes referred to as the budget justification. The narrative serves two purposes: it explains how the costs were estimated and it justifies the need for the cost. The narrative may include tables for clarification purposes. The State of Illinois recommends using the State of Illinois Uniform Budget Template worksheet and narrative guide provided.

1. Provide an itemized budget breakdown, and justification by project year, for each budget category listed in Sections A and B.

2. For non-State of Illinois funds or resources listed in Section B that are used to meet a cost-sharing or matching requirement or provided as a voluntary cost-sharing or matching commitment, you must include:

   a. The specific costs or contributions by budget category;

   b. The source of the costs or contributions; and

   c. In the case of third-party in-kind contributions, a description of how the value was determined for the donated or contributed goods or services.

[Please review cost sharing and matching regulations found in 2 CFR 200.306.]

3. If applicable to this program, provide the rate and base on which fringe benefits are calculated.

4. If the applicant is requesting reimbursement for indirect costs on line 17, this information should be completed by the applicant's Business Office. Specify the estimated amount of the base to which the indirect cost rate is applied and the total indirect expense. Depending on the grant program to which the applicant is applying and/or the applicant's approved Indirect Cost Rate Agreement, some direct cost budget categories in the applicant's grant application budget may not be included in the base and multiplied by your indirect cost rate. Please indicate which costs are included and which costs are excluded from the base to which the indirect cost rate is applied.

5. Provide other explanations or comments you deem necessary.

Keep in mind the following—

Although the degree of specificity of any budget will vary depending on the nature of the project and State of Illinois agency requirements, a complete, well-thought-out budget serves to reinforce your credibility and increase the likelihood of your proposal being funded.

•A well-prepared budget should be reasonable and demonstrate that the funds being asked for will be used wisely.

•The budget should be as concrete and specific as possible in its estimates. Make every effort to be realistic, to estimate costs accurately.

•The budget format should be as clear as possible. It should begin with a budget narrative, which you should write after the entire budget has been prepared.

•Each section of the budget should be in outline form, listing line items under major headings and subheadings.

•Each of the major components should be subtotaled with a grand total at the end.

Your budget should justify all expenses and be consistent with the program narrative:

•Salaries should be comparable to those within the applicant organization.

•If new staff is being hired, additional space and equipment are considered, as necessary.

•If the budget lists an equipment purchase, it is the type allowed by the agency.

•If additional space is rented, the increase in insurance is supported.

•If an indirect cost rate applies to the proposal, the division between direct and indirect costs is not in conflict, and the aggregate budget totals refer directly to the approved formula. Indirect costs are costs that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project (like the cost of operating and maintaining facilities, depreciation, and administrative salaries).

§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or $1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

STATE OF ILLINOIS	UNIFORM GRANT BUDGET TEMPLATE			Commerce & Economic Opportunity	
Organization Name:	City of Bloomington	DUNS#	60864170	NOFO #	2373-1362
CSFA Number:	420-75-2373	CSFA Description:	Rebuild Illinois	Fiscal Year:	2020
SECTION A -- STATE OF ILLINOIS FUNDS				Grant #	

Revenues	TOTAL REVENUE
(a). State of Illinois Grant Amount Requested	$ 4,504,294.00

BUDGET SUMMARY STATE OF ILLINOIS FUNDS

Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200	TOTAL EXPENDITURES
1. Design/Engineering		$ -
2. Building/Land Purchase		$ -
3. Equipment/Materials/Labor		$ -
4. Equipment		$ -
5. Wiring/Electrical		$ -
6. Mechanical System		$ -
7. Paving/Concrete/Masonry		$ -
8. Plumbing		$ -
9. Construction Management/Oversight		$ -
10. Construction		$ *4,504,294.00*
11. Other Construction Expenses		$ -
12. Excavation/Site Prep/Dem		$ -
13. Site Work		$ -
14. Demolition & Removal		$ -
15. Contingency		$ -
16. Total Direct Costs (lines 1-15)		$ *4,504,294.00*
17. Total Costs State Grant Funds (16 &17)		$ *4,504,294.00*

Organization Name: City of Bloomington NOFO # 2373-1362

SECTION - A (continued) Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options.

1) ☐ Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations.

NOTE: (If this option is selected, please provide basic Negotiated Indirect Cost Rate Agreement information in area designated below)

Your Organization may not have a Federally Negotiated Indirect Cost Rate Agreement. Therefore, in order for your Organization to be reimbursed for Indirect Costs from the State of Illinois, your Organization must either:

A. **Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis.**

B. **Elect to use the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois Awards.**

C. ***Use a Restricted Rate designated by programmatic or statutory policy. (See Notice of Funding Opportunity for Restricted Rate Programs)***

2a) ☐ Our Organization currently has a Negotiated Indirect Cost Rate Agreement with the State of Illinois that will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within six (6) months after the close of each fiscal year (2 CFR 200 Appendix IV (C)(2)(c).

NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below)

2b) ☐ Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement with the State of Illinois. Our Organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made and, in no event, later than three (3) months after the effective date of the State award (2 CFR 200 Appendix IV (C)(2)(b). The initial ICRP will be sent to the State of Illinois' Indirect Cost Unit.

NOTE: (Check with your State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated)

3) ☐ Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards (2 CFR 200.414 (c)(4)(f) & (200.68).

NOTE: (Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs)

4) ☐ For Restricted Rate Programs (check one) -- Our Organization is using a restricted indirect cost rate that:

_____ Is included as a "Special Indirect Cost Rate" in our NICRA (2 CFR 200Appendix IV (5) Or;

_____ Complies with other statutory policies (please specify):

The Restricted Indirect Cost Rate is _____%

5) ☒ No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements)

Basic Negotiated Indirect Cost Rate Agreement information if Option (1) or (2a) is selected

Period Covered by the NICRA: From: _____ To: _____ (mm/dd/yyyy)

Approving Federal/State agency (please specify): _____

The Indirect Cost Rate is: 0 % The Distribution Base is: _____

STATE OF ILLINOIS	UNIFORM GRANT BUDGET TEMPLATE	Commerce & Economic Opportunity
Organization Name: City of Bloomington	NOFO # 2373-1362	Fiscal Year 2020
SECTION B -- NON STATE OF ILLINOIS FUNDS		Grant Number:
Revenues		TOTAL REVENUE
	Private	Public
NON-STATE Funds Total	$ -	$ 170,000.00

BUDGET SUMMARY NON-STATE OF ILLINOIS FUNDS		
Budget Expenditure Categories	TOTAL Private EXPENDITURES	TOTAL Public EXPENDITURES
1. Design/Engineering	$ -	$ -
2. Building/Land Purchase	$ -	$ -
3. Equipment/Materials/Labor	$ -	$ -
4. Equipment	$ -	$ -
5. Wiring/Electrical	$ -	$ -
6. Mechanical System	$ -	$ -
7. Paving/Concrete/Masonry	$ -	$ -
8. Plumbing	$ -	$ -
9. Construction Management/Oversight	$ -	$ -
10. Construction	$ -	$ 170,000.00
11. Other Construction Expenses	$ -	$ -
12. Excavation/Site Prep/Dem	$ -	$ -
13. Site Work	$ -	$ -
14. Demolition & Removal	$ -	$ -
15. Contingency	$ -	$ -
16. Total Direct Costs (lines 1-15)	$ -	$ 170,000.00
17. Total Costs NON -State Grant Funds (16 &17)		$ 170,000.00

CERTIFICATION	STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE	AGENCY: Commerce & Economic Opportunity
Organization Name: City of Bloomington	CSFA Description: Rebuild Illinois	NOFO # 2373-1362
CSFA #: 420-75-2373	DUNS # 60864170	Fiscal Year(s): 2020

(2 CFR 200.415)

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate and that any false, fictitious, or fraudulent information or the omission of any material fact, could result in the immediate termination of my grant award(s).

City of Bloomington	City of Bloomington
Institution/Organization	Institution/Organization
Signature	Signature
Scott Rathbun	Tim Gleason
Name of Official	Name of Official
Finance Director	City Manager
Title Chief Financial Officer (or equivalent)	Title Executive Director (or equivalent)
Date of Execution	Date of Execution

Note: The State awarding agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on behalf of the organization.

Section C - Budget Worksheet & Narrative

1). **Design/Engineering** -- Costs associated with planning, design, and construction observation or related services for the proposed project including environmental services, testing, surveys, etc. Costs associated with creation of the project's architectural drawings, engineering studies and/or fees, etc., including costs of plans & specs and/or printing costs if specifically identified as such within the project description. Copies of contracts will be required.

Purpose	Description of Work	Item Cost
		$ -
		$ -
		$ -
		$ -
	State Total	$ -
		$ -
		$ -
	Private Non-State Total	$ -
		$ -
		$ -
	Public Non-State Total	$ -
	Total	$ -

Narrative (State):

Narrative (Private Non-State) *i.e. "Match" or "Other Funding"*

Narrative (Public Non-State) *i.e. "Match" or "Other Funding"*

Section C - Budget Worksheet & Narrative

City of Bloomington

2). Building/Land Purchase -- Costs to purchase, either in whole or in part a building, structural shell, condominium, land, and/or easement including, but not limited to: the net purchase price itself, closing costs charged to the buyer on the closing document, legal fees, etc. Additionally, costs associated with Right-of-Way, appraisals, property/boundary surveys, legal fees, etc.

Purpose	Description of Work	Item Cost
		$ -
		$ -
		$ -
		$ -
	State Total	$ -
		$ -
		$ -
	Private Non-State Total	$ -
		$ -
		$ -
	Public Non-State Total	$ -
	Total	$ -

Narrative (State):

Narrative (Private Non-State) *i.e. "Match" or "Other Funding"*

Narrative (Public Non-State) *i.e. "Match" or "Other Funding"*

Section C - Budget Worksheet & Narrative

3). Equipment/Materials/Labor *(2 CFR 200.474)*-- Purchase of materials and/or purchase/lease of equipment, to use or install for the project, such as: steel, drywall, lumber, wiring, doors, windows, roofing, rock, etc. including labor/installation costs, as identified - within the project description

Item	Quantity	Cost Rate	Item Cost
			$ -
			$ -
			$ -
			$ -
		State Total	$ -
			$ -
			$ -
		Private Non-State Total	$ -
			$ -
			$ -
		Public Non-State Total	$ -
		Total	$ -

Narrative (State):

Narrative (Private Non-State) *i.e. "Match" or "Other Funding"*

Narrative (Public Non-State) *i.e. "Match" or "Other Funding"*

Section C - Budget Worksheet & Narrative

City of Bloomington

4). Equipment *(2 CFR 200.439)* -- All costs associated with equipment that is not associated with any other contracts related to the grant.

Item	Quantity	Cost	Equipment Cost
			$ -
			$ -
		State Total	$ -
			$ -
			$ -
		Private Non-State Total	$ -
			$ -
			$ -
		Public Non-State Total	$ -
		Total Equipment	$ -

Narrative (State):

Narrative (Private Non-State) *i.e. "Match" or "Other Funding"*

Narrative (Public Non-State) *i.e. "Match" or "Other Funding"*

Section C - Budget Worksheet & Narrative

5). Wiring/Electrical *(2 CFR 200.94)* -- Purchase of materials necessary for completion of the project scope such as electrical wiring, conduit, outlets, switches, etc. including associated labor/installation costs, as identified within the project description.

Item	Quantity/ Duration	Cost per Item	Item Cost
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
		State Total	$ -
			$ -
			$ -
		Private Non-State Total	$ -
			$ -
			$ -
		Public Non-State Total	$ -
		Total	$ -

Narrative (State):

Narrative (Private Non-State) *i.e. "Match" or "Other Funding"*

Narrative (Public Non-State) *i.e. "Match" or "Other Funding"*

Section C - Budget Worksheet & Narrative

6). Mechanical System -- Purchase of materials necessary for completion of the project scope such as HVAC, elevators, fire alarm, sprinkler, or ventilation system, etc. including associated labor/installation costs, as identified within the project description.

Item	Quantity/ Duration	Cost per Item	Item Cost
			$ -
			$ -
			$ -
			$ -
		State Total	$ -
			$ -
			$ -
		Private Non-State Total	$ -
			$ -
			$ -
		Public Non-State Total	$ -
		Total	$ -

Narrative (State):

Narrative (Private Non-State) *i.e. "Match" or "Other Funding"*

Narrative (Public Non-State) *i.e. "Match" or "Other Funding"*

Section C - Budget Worksheet & Narrative

7). **Paving/Concrete/Masonry** *(2 CFR 200.459)* -- Purchase of materials necessary for completion of the project scope such as bituminous pavement, concrete, rock, bricks, blocks, mortar, tuckpointing, etc. including associated labor/installation costs, as identified within the project description.

Item	Quantity	Cost per Item	Item Cost
			$ -
			$ -
		State Total	$ -
			$ -
			$ -
		Private Non-State Total	$ -
			$ -
			$ -
		Public Non-State Total	$ -
		Total	$ -

Narrative (State):

Narrative (Private Non-State) *i.e. "Match" or "Other Funding"*

Narrative (Public Non-State) *i.e. "Match" or "Other Funding"*

Section C - Budget Worksheet & Narrative

City of Bloomington

8). Plumbing-- Purchase of materials necessary for completion of the project scope such as internal or external pipes for water, gas, and/or sewage; fixtures; etc. including associated labor/installation costs, as identified within the project description.

Item	Quantity	Cost per Item	Item Cost
			$ -
			$ -
		State Total	***$*** -
			$ -
			$ -
		Private Non-State Total	***$*** -
			$ -
			$ -
		Public Non-State Total	***$*** -
		Total	***$*** -

Narrative (State):

Narrative (Private Non-State) *i.e. "Match" or "Other Funding"*

Narrative (Public Non-State) *i.e. "Match" or "Other Funding"*

Section C - Budget Worksheet & Narrative

City of Bloomington

9). Construction Management/Oversight -- Costs associated with managing the construction activities and/or overseeing all aspects of the construction project, either by contractor personnel or grantee personnel, but limited to verifiable time working on this project.

Purpose	Description of Work	Item Cost
		$ -
		$ -
		$ -
	State Total	$ -
		$ -
		$ -
	Private Non-State Total	$ -
		$ -
		$ -
	Public Non-State Total	$ -
	Total	$ -

Narrative (State):

Narrative (Private Non-State) *i.e. "Match" or "Other Funding"*

Narrative (Public Non-State) *i.e. "Match" or "Other Funding"*

Section C - Budget Worksheet & Narrative

City of Bloomington

10). Construction -- *All costs associated with physical construction and construction related services provided by the contractor(s) of the facility.*

Purpose	Description of Work	Item Cost
Replacement of sewer, sewer laters, water main, curb and gutter, and street resurfacing work to phase in the elimination of a combined sewer overflow.	*The project includes installation of 1,750 feet of new separate sanitary sewer and 20 to 30 new service laterals connecting resident's homes to the new sanitary sewer line. It also includes replacing 450 feet of aged water main in the areas disturbed by sewer construction. Moore Street and Warner Street will receive new curb and gutter along with a new hot mix asphalt street overlay. Washington Street, Mercer Avenue and Grove Street will be resurfaced curb to curb in the areas impacted by the construction.*	*$ 4,504,294.00*
		$ -
	State Total	***$ 4,504,294.00***
		$ -
		$ -
	Private Non-State Total	***$ -***
Replacement of sewer, sewer laters, water main, curb and gutter, and street resurfacing work to phase in the elimination of a combined sewer overflow.	*The project includes installation of 1,750 feet of new separate sanitary sewer and 20 to 30 new service laterals connecting resident's homes to the new sanitary sewer line. It also includes replacing 450 feet of aged water main in the areas disturbed by sewer construction. Moore Street and Warner Street will receive new curb and gutter along with a new hot mix asphalt street overlay. Washington Street, Mercer Avenue and Grove Street will be resurfaced curb to curb in the areas impacted by the construction.*	*$ 170,000.00*
		$ -
	Public Non-State Total	***$ 170,000.00***
	Total	***$ 4,674,294.00***

Narrative (State):
The project is Phase Two of the city's larger Locust/Colton Combined Sewer Overflow Elimination Project, which began in December 2011. Phase Two is ready to bid. Subject to award of grant funds from Rebuild Illinois, the City would begin Phase 2 construction in March 2021. The project will benefit approximately 46 homes in the area bounded by Washington Street on the north, Grove Street on the south, Mercer Avenue on the east, and Moore Street on the west.

Narrative (Private Non-State) *i.e. "Match" or "Other Funding"*

Narrative (Public Non-State) *i.e. "Match" or "Other Funding"*

The City has budgeted $170,000 out of the various enterprise funds in fiscal year 2021 to serve as a match toward this phase of the construction project.

Section C - Budget Worksheet & Narrative

City of Bloomington

11). Other Construction Expenses -- Costs that cannot be easily broken out to or covered by individual/specific budgetary line items such landscaping, hauling, equipment, rental, insurance, environmental fees, loan payments, etc. as identified within the project description.

Purpose	Description of Work	Item Cost
		$ -
		$ -
		$ -
	State Total	$ -
		$ -
		$ -
	Private Non-State Total	$ -
		$ -
		$ -
	Public Non-State Total	$ -
	Total	$ -

Narrative (State):

Narrative (Private Non-State) *i.e. "Match" or "Other Funding"*

Narrative (Public Non-State) *i.e. "Match" or "Other Funding"*

Section C - Budget Worksheet & Narrative

12). Excavation/Site Prep/Demo -- Costs associated with demolition of existing structures on the project site and/or preparation of the project site including excavation, etc. ahead of actual new construction/renovation activities.

Purpose	Description of Work	Item Cost
		$ -
		$ -
		$ -
	State Total	$ -
		$ -
		$ -
	Private Non-State Total	$ -
		$ -
		$ -
	Public Non-State Total	$ -
	Total	$ -

Narrative (State):

Narrative (Private Non-State) *i.e. "Match" or "Other Funding"*

Narrative (Public Non-State) *i.e. "Match" or "Other Funding"*

Section C - Budget Worksheet & Narrative

13). Site Work - *All costs associated with work outside of the 5-foot building line, including grading, excavation, filtration systems, parking lots, sidewalks, utilities, etc.*

Purpose	Description of Work	Item Cost
		$ -
		$ -
	State Total	$ -
		$ -
		$ -
	Private Non-State Total	$ -
		$ -
		$ -
	Public Non-State Total	$ -
	Total	$ -

Narrative (State):

Narrative (Private Non-State) *i.e. "Match" or "Other Funding"*

Narrative (Public Non-State) *i.e. "Match" or "Other Funding"*

Section C - Budget Worksheet & Narrative

City of Bloomington

14). **Demolition and Removal** --All costs associated with removal of any structures required to accommodate new construction and approved as part of the grant.

Purpose	Description of Work	Item Cost
		$ -
		$ -
		$ -
		$ -
	State Total	$ -
		$ -
		$ -
	Private Non-State Total	$ -
		$ -
		$ -
	Public Non-State Total	$ -
	Total	$ -

Narrative (State):

Narrative (Private Non-State) *i.e. "Match" or "Other Funding"*

Narrative (Public Non-State) *i.e. "Match" or "Other Funding"*

Section C - Budget Worksheet & Narrative

City of Bloomington

15). Contingency - *Coverage of potential cost overruns in any of the utilized grant budget line items.*

Purpose	Description of Work	Item Cost
		$ -
		$ -
	State Total	$ -
		$ -
	Private Non-State Total	$ -
		$ -
		$ -
	Public Non-State Total	$ -
	Total	$ -

Narrative (State):

Narrative (Private Non-State) *i.e. "Match" or "Other Funding"*

Narrative (Public Non-State) *i.e. "Match" or "Other Funding"*

Section C - Budget Worksheet & Narrative

City of Bloomington

Budget Narrative Summary--When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project.

Budget Category	*State*	*Private Match*	*Public Match*	*Total*
1. Design/Engineering	$ -	$ -	$ -	$ -
2. Building/Land Purchase	$ -	$ -	$ -	$ -
3. Equipment/Materials/Labor	$ -	$ -	$ -	$ -
4. Equipment	$ -	$ -	$ -	$ -
5. Wiring/Electrical	$ -	$ -	$ -	$ -
6. Mechanical System	$ -	$ -	$ -	$ -
7. Paving/Concrete/Masonry	$ -	$ -	$ -	$ -
8. Plumbing	$ -	$ -	$ -	$ -
9. Construction Management/Oversight	$ -	$ -	$ -	$ -
10. Construction	$ 4,504,294.00	$ -	$ 170,000.00	$ 4,674,294.00
11. Other Construction Expenses	$ -	$ -	$ -	$ -
12. Excavation/Site Prep/Dem	$ -	$ -	$ -	$ -
13. Site Work	$ -	$ -	$ -	$ -
14. Demolition & Removal	$ -	$ -	$ -	$ -
15. Contingency	$ -	$ -	$ -	$ -

State Request	$ 4,504,294.00			
Private Match		$ -		
Public Match			$ 170,000.00	
TOTAL PROJECT COSTS				$ 4,674,294.00

Agency Approval	STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE	AGENCY: Commerce & Economic Opportunity
Organization Name: City of Bloomington	**CSFA Description: Rebuild Illinois**	**NOFO # 2373-1362**
CSFA # 420-75-2373	**DUNS #60864170**	**Fiscal Year: 2020**

Grant Number 0

Final Budget Amount Approved	Program Approval Signature	Date	Fiscal & Administrative Approval Signature	Date
$ 4,504,294.00				

Budget Revision Approved	Program Approval Signature	Date	Fiscal & Administrative Approval Signature	Date

§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or $1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

ClarkDietz
Engineering Quality of Life™

Project	50-03-33144-07-02
Route	Locust Colton Phase 2
Agency	City of Bloomington
County	McLean

ESTIMATE OF COST

LOCUST COLTON CSO ELIMINATION AND WATER MAIN REPLACEMENT PHASE 2

	CODE NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
		BASE BID				
*	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	30	$75.00	$2,250.00
*	20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	160	$75.00	$12,000.00
*	20101200	TREE ROOT PRUNING	EACH	60	$160.00	$9,600.00
*	20101300	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	10	$210.00	$2,100.00
*	20101350	TREE PRUNING (OVER 10 INCH DIAMETER)	EACH	60	$210.00	$12,600.00
	20200100	EARTH EXCAVATION	CU YD	509	$38.00	$19,342.00
*	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	70	$40.00	$2,800.00
	20400800	FURNISHED EXCAVATION	CU YD	68	$80.00	$5,440.00
*	20800150	TRENCH BACKFILL	CU YD	6,317	$45.00	$284,265.00
*	21000300	GRANULAR EMBANKMENT, SPECIAL	TON	140	$38.00	$5,320.00
*	21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	210	$4.00	$840.00
*	21101625	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	5,900	$13.00	$76,700.00
*	25000110	SEEDING, CLASS 1A	ACRE	1.2	$2,600.00	$3,120.00
	25000400	NITROGEN FERTILIZER NUTRIENT	POUND	108	$3.00	$324.00
	25000500	PHOSPHORUS FERTILIZER NUTRIENT	POUND	108	$3.00	$324.00
	25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	108	$3.00	$324.00
*	25100125	MULCH, METHOD 3	ACRE	1.2	$2,600.00	$3,120.00
	25100630	EROSION CONTROL BLANKET	SQ YD	200	$6.00	$1,200.00
*	25200100	SODDING	SQ YD	100	$27.00	$2,700.00
*	25200200	SUPPLEMENTAL WATERING	UNIT	60	$200.00	$12,000.00
	28000400	PERIMETER EROSION BARRIER	FOOT	100	$5.00	$500.00
	28000500	INLET AND PIPE PROTECTION	EACH	2	$200.00	$400.00
	28000510	INLET FILTERS	EACH	52	$250.00	$13,000.00
	35101600	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	6,837	$8.00	$54,696.00
	35102000	AGGREGATE BASE COURSE, TYPE B 8"	SQ YD	2,958	$16.00	$47,328.00
*	35300510	PORTLAND CEMENT CONCRETE BASE COURSE 10½"	SQ YD	5,111	$80.00	$408,880.00
	40200800	AGGREGATE SURFACE COURSE, TYPE B	TON	3	$55.00	$165.00
	40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	50	$55.00	$2,750.00
	40600275	BITUMINOUS MATERIALS (PRIME COAT)	POUND	7,810	$3.00	$23,430.00
	40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	7,460	$3.00	$22,380.00
	40600400	MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS	TON	1	$1,200.00	$1,200.00
	40600827	POLYMERIZED LEVELING BINDER (MACHINE METHOD), IL-4.75, N50	TON	441	$170.00	$74,970.00
	40600990	TEMPORARY RAMP	SQ YD	628	$50.00	$31,400.00
	40603153	POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, STONE MATRIX ASPHALT, N80	TON	1,025	$170.00	$174,250.00
	40701801	HOT-MIX ASPHALT PAVEMENT (FULL-DEPTH), 6"	SQ YD	3,309	$57.00	$188,613.00
	40800050	INCIDENTAL HOT-MIX ASPHALT SURFACING	TON	38	$300.00	$11,400.00
	42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	151	$85.00	$12,835.00
	42300400	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH	SQ YD	98	$95.00	$9,310.00
	42400300	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	SQ FT	2,991	$12.00	$35,892.00
	42400800	DETECTABLE WARNINGS	SQ FT	168	$38.00	$6,384.00
	44000100	PAVEMENT REMOVAL	SQ YD	8,673	$16.00	$138,768.00
	44000159	HOT-MIX ASPHALT SURFACE REMOVAL, 2½"	SQ YD	9,987	$8.00	$79,896.00
	44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	290	$16.00	$4,640.00
	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	3,055	$10.00	$30,550.00
	44000600	SIDEWALK REMOVAL	SQ FT	3,228	$3.00	$9,684.00

	CODE NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
	550A0050	STORM SEWERS, CLASS A, TYPE 1 12"	FOOT	211	$80.00	$16,880.00
	550A0340	STORM SEWERS, CLASS A, TYPE 2 12"	FOOT	583	$90.00	$52,470.00
	550A0360	STORM SEWERS, CLASS A, TYPE 2 15"	FOOT	230	$105.00	$24,150.00
	550A0380	STORM SEWERS, CLASS A, TYPE 2 18"	FOOT	329	$115.00	$37,835.00
	550A0410	STORM SEWERS, CLASS A, TYPE 2 24"	FOOT	302	$125.00	$37,750.00
*	55100400	STORM SEWER REMOVAL 10"	FOOT	33	$20.00	$660.00
*	55100500	STORM SEWER REMOVAL 12"	FOOT	941	$20.00	$18,820.00
*	56103100	DUCTILE IRON WATER MAIN 8"	FOOT	1,473	$90.00	$132,570.00
*	56104400	WATER VALVES 1"	EACH	78	$700.00	$54,600.00
*	56104600	WATER VALVES 2"	EACH	1	$800.00	$800.00
*	56105000	WATER VALVES 8"	EACH	13	$1,850.00	$24,050.00
*	56201400	CORPORATION STOPS 1"	EACH	78	$600.00	$46,800.00
*	56400500	FIRE HYDRANTS TO BE REMOVED	EACH	7	$750.00	$5,250.00
*	56400820	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	8	$7,500.00	$60,000.00
*	59300100	CONTROLLED LOW-STRENGTH MATERIAL	CU YD	20	$250.00	$5,000.00
*	60218300	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	5	$3,200.00	$16,000.00
*	60221000	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	5	$4,500.00	$22,500.00
*	60221200	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 3 FRAME AND GRATE	EACH	1	$4,600.00	$4,600.00
*	60235700	INLETS, TYPE A, TYPE 3 FRAME AND GRATE	EACH	12	$1,700.00	$20,400.00
*	60236200	INLETS, TYPE A, TYPE 8 GRATE	EACH	1	$1,600.00	$1,600.00
*	60240210	INLETS, TYPE B, TYPE 1 FRAME, OPEN LID	EACH	1	$2,300.00	$2,300.00
*	60240220	INLETS, TYPE B, TYPE 3 FRAME AND GRATE	EACH	7	$2,400.00	$16,800.00
	60255500	MANHOLES TO BE ADJUSTED	EACH	1	$700.00	$700.00
	60500040	REMOVING MANHOLES	EACH	10	$900.00	$9,000.00
	60500060	REMOVING INLETS	EACH	15	$500.00	$7,500.00
	67100100	MOBILIZATION	L SUM	1	$240,000.00	$240,000.00
	72000100	SIGN PANEL - TYPE 1	SQ FT	17	$55.00	$935.00
	72800100	TELESCOPING STEEL SIGN SUPPORT	FOOT	31	$35.00	$1,085.00
	78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	167	$12.00	$2,004.00
	78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	3,660	$8.00	$29,280.00
	78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	158	$25.00	$3,950.00
	78008200	POLYUREA PAVEMENT MARKING TYPE I - LETTERS AND SYMBOLS	SQ FT	152	$20.00	$3,040.00
*	X0322748	BICYCLE LANE MARKING	EACH	2	$250.00	$500.00
*	X0487700	SANITARY SEWER REMOVAL 10"	FOOT	10	$20.00	$200.00
*	X0840000	SANITARY SEWER REMOVAL 8"	FOOT	210	$20.00	$4,200.00
*	X4230710	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH, SPECIAL	SQ YD	40	$95.00	$3,800.00
*	X4230800	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH, SPECIAL	SQ YD	40	$105.00	$4,200.00
*	X4240460	PORTLAND CEMENT CONCRETE SIDEWALK 8 INCH, SPECIAL	SQ FT	594	$18.00	$10,692.00
*	X5610744	WATER MAIN LINE STOP 4"	EACH	1	$3,800.00	$3,800.00
*	X5610746	WATER MAIN LINE STOP 6"	EACH	2	$4,100.00	$8,200.00
*	X5610748	WATER MAIN LINE STOP 8"	EACH	1	$4,500.00	$4,500.00
*	X5630706	CONNECTION TO EXISTING WATER MAIN 6"	EACH	3	$7,000.00	$21,000.00
*	X5630708	CONNECTION TO EXISTING WATER MAIN 8"	EACH	2	$7,500.00	$15,000.00
*	X5630712	CONNECTION TO EXISTING WATER MAIN 12"	EACH	5	$6,500.00	$32,500.00
*	X6020076	INLETS, SPECIAL, WITH SPECIAL FRAME AND GRATE	EACH	22	$2,300.00	$50,600.00
*	X6026050	SANITARY MANHOLES TO BE ADJUSTED	EACH	2	$1,600.00	$3,200.00
*	X6060048	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18 (SPECIAL)	FOOT	3,047	$55.00	$167,585.00
*	X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	$80,000.00	$80,000.00
*	X7015005	CHANGEABLE MESSAGE SIGN	CAL DA	84	$200.00	$16,800.00
*	Z0013798	CONSTRUCTION LAYOUT	L SUM	1	$45,000.00	$45,000.00
*	Z0033700	LONGITUDINAL JOINT SEALANT	FOOT	12,290	$4.00	$49,160.00
*	Z0056648	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 12"	FOOT	93	$90.00	$8,370.00
*	Z0056668	STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIPE, 12"	FOOT	217	$100.00	$21,700.00
*	Z0056669	STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIPE, 15"	FOOT	170	$115.00	$19,550.00
*	Z0056670	STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIPE, 18"	FOOT	27	$125.00	$3,375.00

	CODE NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
*	Z0059500	SANITARY SEWER, TYPE 2 6"	FOOT	934	$85.00	$79,390.00
*	Z0059600	SANITARY SEWER, TYPE 2 8"	FOOT	1,300	$95.00	$123,500.00
*	Z0059800	SANITARY SEWER, TYPE 2 12"	FOOT	27	$115.00	$3,105.00
*	Z0060200	SANITARY SEWER, TYPE 2 24"	FOOT	8	$140.00	$1,120.00
*	Z0060800	SANITARY SEWER, TYPE 3 6"	FOOT	72	$90.00	$6,480.00
*	Z0060900	SANITARY SEWER, TYPE 3 8"	FOOT	338	$100.00	$33,800.00
*	Z0061300	SANITARY SEWER, TYPE 3 18"	FOOT	427	$130.00	$55,510.00
*	XX002082	SANITARY SEWER REMOVAL 24"	FOOT	5	$55.00	$275.00
*	XX004360	SANITARY SEWER BYPASS PUMPING	L SUM	1	$18,500.00	$18,500.00
*	XX005478	DUCTILE IRON WATER MAIN 6" RESTRAINED JOINT TYPE	FOOT	124	$95.00	$11,780.00
*	XX005479	DUCTILE IRON WATER MAIN 8" RESTRAINED JOINT TYPE	FOOT	1,868	$100.00	$186,800.00
*	P0001	HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE BASE COURSE 10½"	SQ YD	137	$105.00	$14,385.00
*	P0002	POINT REPAIRS	L SUM	1	$75,000.00	$75,000.00
*	S0001	STORM SEWERS, CLASS B, TYPE 1 6"	FOOT	664	$55.00	$36,520.00
*	S0002	CONNECTION TO EXISTING MANHOLE, SPECIAL	EACH	4	$3,200.00	$12,800.00
*	S0003	CONCRETE COLLAR	EACH	14	$850.00	$11,900.00
*	S0004	PIPE GROUTING	CU YD	14	$550.00	$7,700.00
*	S0005	SANITARY MANHOLES, 4' DIA., WITH SPECIAL FRAME AND CLOSED LID	EACH	8	$8,500.00	$68,000.00
*	S0006	SANITARY MANHOLES, 5' DIA., WITH SPECIAL FRAME AND CLOSED LID	EACH	2	$9,500.00	$19,000.00
*	S0007	DROP SANITARY MANHOLE, 5' DIA., WITH SPECIAL FRAME AND CLOSED LID	EACH	1	$10,000.00	$10,000.00
*	S0008	SANITARY SEWER CONNECTION REMOVAL AND CAPPING	EACH	3	$1,300.00	$3,900.00
*	S0009	SANITARY SEWER SERVICE REMOVAL AND PLUGGING	EACH	15	$1,300.00	$19,500.00
*	S0010	12" SEWER LINING AND REHABILITATION	FOOT	1,158	$45.00	$52,110.00
*	S0011	24" SEWER LINING AND REHABILITATION	FOOT	303	$95.00	$28,785.00
*	S0012	MANHOLE LINING AND REHABILITATION	EACH	1	$4,200.00	$4,200.00
*	S0013	RECONNECTION OF EXISTING ACTIVE SEWER CONNECTIONS, ALL PIPE DIAMETERS	EACH	13	$200.00	$2,600.00
*	S0014	REMOVAL OF PROTRUDING SERVICES, ALL PIPE DIAMETERS	EACH	1	$400.00	$400.00
*	W0001	ABANDON EXISTING WATER MAIN	L SUM	1	$35,000.00	$35,000.00
*	W0002	CASING PIPE 16" DIA.	FOOT	22	$130.00	$2,860.00
*	W0003	WATER SERVICE LINE 1"	EACH	62	$900.00	$55,800.00
*	W0004	CASED WATER SERVICE LINE 1"	EACH	16	$950.00	$15,200.00
*	W0005	WATER SERVICE LINE 2"	EACH	1	$950.00	$950.00
*	W0006	TAPPING VALVE 4"	EACH	1	$1,600.00	$1,600.00
					BASE BID TOTAL	**$4,311,421.00**

	CODE NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
		ALTERNATE BID				
*	X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	$15,000.00	$15,000.00
*	S0015	10" SEWER LINING AND REHABILITATION	FOOT	451	$38.00	$17,138.00
*	S0016	12" SEWER LINING AND REHABILITATION	FOOT	2,949	$45.00	$132,705.00
*	S0017	30" SEWER LINING AND REHABILITATION	FOOT	854	$145.00	$123,830.00
*	S0018	MANHOLE LINING AND REHABILITATION	EACH	17	$4,200.00	$71,400.00
*	S0019	REMOVAL OF PROTRUDING SERVICES, ALL PIPE DIAMETERS	EACH	7	$400.00	$2,800.00
					ALTERNATE BID TOTAL	**$362,873.00**

PROJECT TOTAL	**$4,674,294.00**

* See Special Provisions

Created by: RLH 10.02.2014

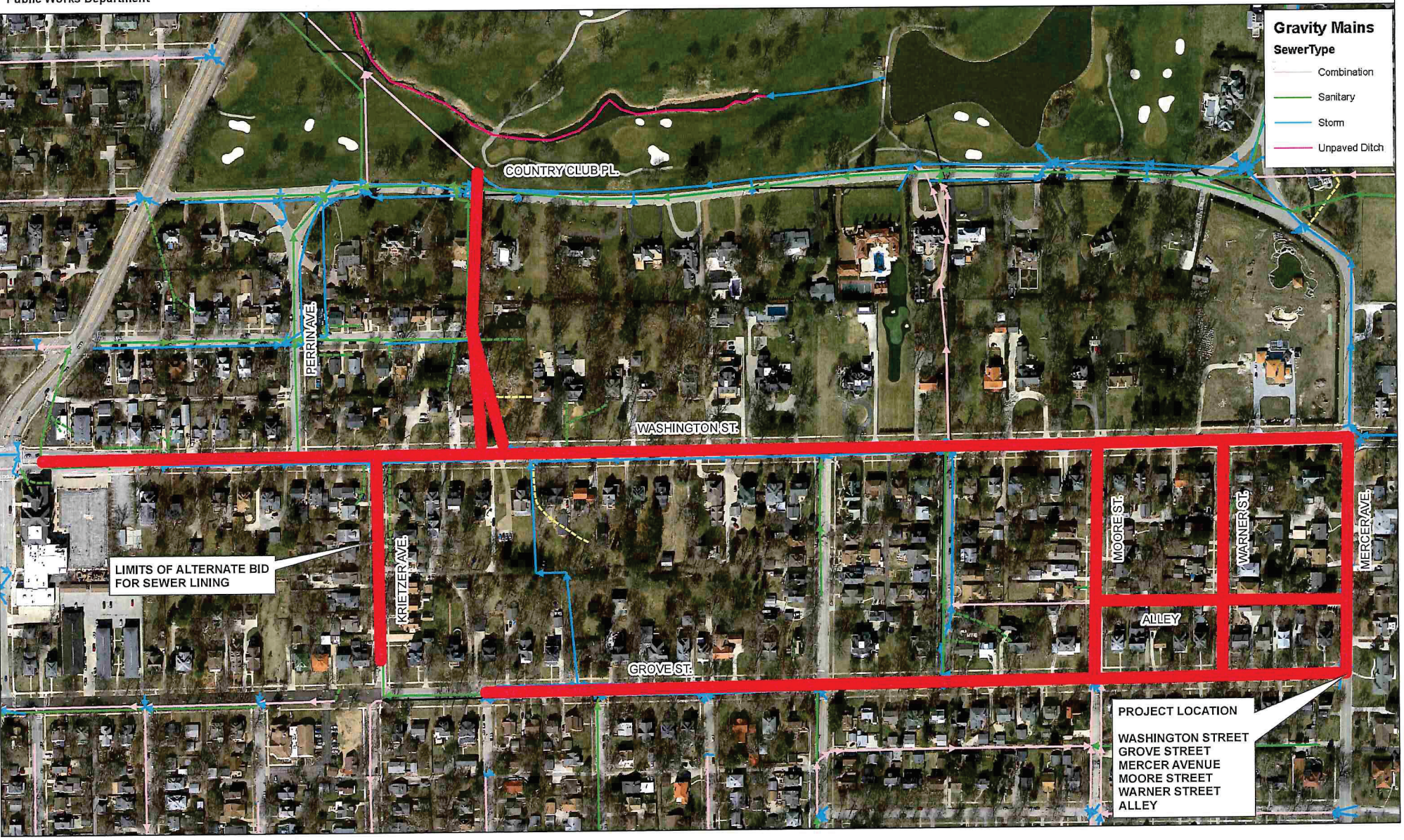
Revised by: JAJ / CSG 05.16.2019

Revised by: JAJ / CSG 05.26.2020

City of Bloomington ILLINOIS
Public Works Department

LOCATION MAP
LOCUST COLTON PHASE 2

0 215 430
Feet
Date: 6/5/2020



NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The community map repository should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where **Base Flood Elevations** (BFEs) and/or **floodways** have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Coastal Base Flood Elevations shown on this map apply only landward of 0.0' North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations table in the Flood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations table should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

In the State of Illinois, any portion of a stream or watercourse that lies within the floodway fringe of a studied (AE) stream may have a state regulated floodway. The FIRM may not depict these state regulated floodways.

Floodways restricted by anthropogenic features such as bridges and culverts are drawn to reflect natural conditions and may not agree with the model computed widths listed in the Floodway Data table in the Flood Insurance Study report.

Multiple **topographic sources** may have been used in the delineation of Special Flood Hazard Areas. See Flood Insurance Study report for details on source resolution and geographic extent.

Certain areas not in Special Flood Hazard Areas may be protected by flood control structures. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

The projection used in the preparation of this map was Universal Transverse Mercator (UTM) zone 16. The horizontal datum was NAD 83, GRS80 spheroid. Differences in datum, spheroid, projection or UTM zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same vertical datum. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at www.ngs.noaa.gov or contact the National Geodetic Survey at the following address:

NGS Information Services, NOAA, N/NGS12
National Geodetic Survey SSMC-3, #9202
1315 East-West Highway
Silver Spring, Maryland 20910-3282
(301) 713-3242

To obtain current elevation, description, and/or location for bench marks shown on this map, please contact the Information Services Branch of the National Geodetic Survey at (301) 713-3242, or visit its website at www.ngs.noaa.gov.

Base map information shown on this FIRM was provided in digital format by the United States Geological Survey. Digital orthoimagery with a spatial resolution of 0.5 meter ground sample distance were photogrammetrically compiled from aerial photography acquired during the leaf-off period of spring 2005.

This map reflects more detailed and up-to-date **stream channel configurations** than those shown on the previous FIRM for this jurisdiction. The Special Flood Hazard Areas and floodways that were transferred from the previous FIRM may have been adjusted to conform to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data tables in the Flood Insurance Study report (which contains authoritative hydraulic data) may reflect stream channel distances that differ from what is shown on this map.

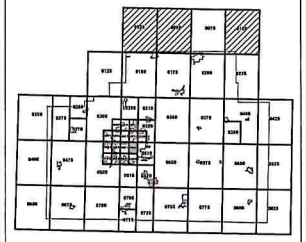
Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed **Map Index** for an overview map of the county showing the layout of map panels; community map repository addresses; and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

Contact the **FEMA Map Service Center** at 1-800-358-9616 for information on available products associated with this FIRM. Available products may include previously issued Letters of Map Change, a Flood Insurance Study report, and/or digital version of this map. The FEMA Map Service Center may also be reached by fax at 1-800-358-9620 and its website at www.msc.fema.gov.

If you have questions about this map or questions concerning the National Flood Insurance Program in general, please call **1-877-FEMA MAP** (1-877-336-2627) or visit the FEMA website at www.fema.gov/business/nfip.

PANEL INDEX



Panel Not Printed



LEGEND

SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

ZONE A	No Base Flood Elevations determined.
ZONE AE	Base Flood Elevations determined.
ZONE AH	Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
ZONE AO	Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
ZONE AR	Special Flood Hazard Areas formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
ZONE A99	Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
ZONE V	Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
ZONE VE	Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X	Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X	Areas determined to be outside the 0.2% annual chance floodplain.
ZONE D	Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

	1% annual chance floodplain boundary
	0.2% annual chance floodplain boundary
	Floodway boundary
	Zone D boundary
	CBRS and OPA boundary
513	Boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
(EL 987)	Base Flood Elevation line and value; elevation in feet*
	Base Flood Elevation value where uniform within zone; elevation in feet*

*Referenced to the North American Vertical Datum of 1988

A–A	Cross section line
23–23	Transect line
45° 02' 08", 93° 02' 12"	Geographic coordinates referenced to the North American Datum of 1983 (NAD 83)
4980000 N	1000-meter Universal Transverse Mercator grid values, zone 16
1585000 FT	5000-foot grid ticks: Illinois State Plane East Coordinate System, 3735 zone (FIPSZONE 1201) Transverse Mercator
DX5510	Bench mark (see explanation in Notes to Users section of this FIRM panel)
M1.5	River Mile

MAP REPOSITORIES
Refer to Map Repositories list on Map Index

EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP
FEBRUARY 8, 2001

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL
July 16, 2008 - to incorporate previously issued Letters of Map Revision , to update road names, to change Special Flood Hazard Areas, to update corporate limits.

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

MAP SCALE 1" = 500'

250 0 500 1000 FEET

150 0 150 300 METERS

NFIP
NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0502E

FIRM
FLOOD INSURANCE RATE MAP
MCLEAN COUNTY, ILLINOIS
AND INCORPORATED AREAS

PANEL 502 OF 825

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
BLOOMINGTON, CITY OF	170490	0502	E
NORMAL, TOWN OF	170362	0502	E

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

MAP NUMBER
17113C0502E

MAP REVISED
JULY 16, 2008

Federal Emergency Management Agency

Rebuild Illinois Public Infrastructure Project Summary

Relationship to Governor's Five-Year Economic Plan – Explain how this project relates to the principles, goals, challenges or key industries identified in the Governor's Five-Year Economic Plan.
The main vision of the Governor's Five-Year Economic Plan is to reinvigorate our economy and spur equitable growth. Bloomington is a key downstate community in Illinois and is home to multiple, large employers, including State Farm, the Illinois Agricultural Association (Country Financial / GROWMARK / Illinois Farm Bureau), Ferrero Confections, and Illinois Wesleyan University. These four major employers account for over 18,000 local jobs in the sectors of insurance, agribusiness, information technology, education, and manufacturing. Investing in the infrastructure of the City of Bloomington would help to reinvigorate the Illinois economy and align with the state's task to invest in downstate infrastructure.

According to the plan, downstate revitalization is key to addressing the challenge of outmigration, which is driven particularly by migration among young people, minorities, and rural populations. To overcome this issue, the state is focusing on downstate revitalization and will work closely with towns and cities throughout downstate Illinois to, among other things, re-envision outdated infrastructure to renew connections between industry and communities. Eliminating a Combined Sewer Overflow (CSO), which is an outdated method of waste disposal and storm water drainage, and replacing it with a separated sanitary sewer and storm water piping system will modernize the infrastructure and eliminate potential sewer backups into residents' homes in the area resulting from storm water. Bloomington is dedicated to modernizing its infrastructure system, to help retain and attract businesses and reduce outmigration, Bloomington is committed to making the proposed project a success as part of the five-year plan to rebuild Illinois.

Connections to Other Capital Investments
The multi-phase Locust/Colton CSO project involves construction of new sanitary sewers, conversion of the existing combined sewer into a storm sewer, and laying new water main. The sewer portion of the project, with nine phases, is projected to cost nearly $14 million and last through most of the decade. Click here to view maps of all planned phases of this project. Phase One was completed in 2013. As part of the overall project, the City is implementing the philosophy of improving the overall infrastructure, including pavements, sidewalks and curb and gutters so that additional work will not be needed in the area for multiple decades. This comprehensive approach connects well with the revitalization efforts discussed in the five-year plan.

Impact Amplification / Project Description
The project proposed for the Rebuild Illinois is Phase Two of the city's Locust/Colton Combined Sewer Overflow Elimination Project, which began in December 2011. The project includes installation of 1,750 feet of new separate sanitary sewer and 20 to 30 new service laterals connecting resident's homes to the new sanitary sewer line. It also includes replacing 450 feet of aged water main in the areas disturbed by sewer construction. Moore Street and Warner Street will receive new curb and gutter along with a new hot mix asphalt street overlay. Washington Street, Mercer Avenue and Grove Street will be resurfaced curb to curb in the areas impacted by the construction. Phase Two construction plans and bid documents are complete, and the project is ready to move forward but the project has not yet been bid. Subject to award of grant funds from Rebuild Illinois, the City would begin Phase 2 construction in March 2021. The City held a public hearing on June 22, 2020, to allow residents to view the construction plans and to learn about the project and its impacts on their property. There are no usage agreements needed for this project.

The project will benefit approximately 46 homes in the area bounded by Washington Street on the north, Grove Street on the south, Mercer Avenue on the east, and Moore Street on the west. The median market value of

these 46 homes according to real estate service Zillow.com is $173,000 which is slightly less than the median home sales price for the city as a whole ($174,321 as of March 31, 2020 per Zillow.com). The project will not only help the City to achieve its CSO elimination goals but will also help to maintain the values of the homes in the project area which in turn support multiple units of local government through property taxes.

Minority Inclusion Plan –Provide a Plan or at minimum, a narrative on how minority and women-owned businesses in the area will be included in the project.
The overall objective of the City's Equal Employment Opportunity (EEO) Program is to ensure that minority, women, disenfranchised and disability owned businesses have equal opportunity to contract for City funded projects and that contractors doing business with or receiving funds from the City will not engage in unlawful discriminatory practices prohibited by state or federal law. Discriminatory practices in employment, promotion, demotion, transfer, recruitment, layoff, termination, pay and compensation rates, selection for training or apprenticeships are disqualifiers for City contracts.

Health, Safety and Infrastructure Condition
The US Environmental Protection Agency has mandated that Cities pursue programs to eliminate Combined Sewer Overflow (CSO) discharging directly to receiving bodies of water. The City performed a study of the CSO at Locust and Colton Streets, near Bloomington High School, which defined what construction of sanitary and storm sewer would be necessary to eliminate CSO at this location. The study then separated the total construction into 10 separate phases, each being $1 to $1.5 million. Phase 1 Construction is complete.
At this time the phases of the Locust-Colton CSO Elimination Project are included in our IEPA permit showing completion of the entire project in 2030. If we do not make progress towards completing the project as required in the permit the IEPA has the option of issuing a consent decree which would then force the City to compete the project.

How long has the problem existed? Address the severity and immediacy of the problem.
Under the U.S. Clean Water Act, the City is required to make progress toward eliminating these Combine Sewer Overflows (CSOs). Since 1995, four of seven CSOs throughout the city have been addressed. Eventually, all CSOs citywide will be eliminated. The process usually involves sewer separation. A new, parallel sewer line is built solely for sanitation. All users are connected to the new sewer line. The old sewer connections on the old line are blocked, and the old line becomes a storm-only sewer. It is an expensive but worthwhile endeavor. Separate sewers enable the channeling of storm water to a creek and wastewater to a treatment plant.

The passage of the Clean Water Act in 1972 led to the U.S. EPA prohibiting CSOs and required municipalities to eliminate them unless an economic hardship could be proven by said municipality. The BNWRD facility requested a waiver of this requirement based upon economic hardship in 1983 as it was estimated the cost to comply with this mandate would be roughly $40 million. The U.S. EPA also required entities that have CSOs to implement a Long Term CSO Control Plan. The BNWRD staff created Illinois' first Long Term CSO Control Plan to be approved by the U.S. EPA. The City of Bloomington NPDES Permit specifies the progress that must be made to eliminate the current CSOs.

Justification of the local government's need for assistance in relation to its overall financial capability, including discussion of outstanding indebtedness.
On September 14, 2015, the Bloomington City Council voted to approve the City of Bloomington Stormwater and Sanitary Sewer Master Plans. A team comprising of Foth Infrastructure & Environment, OHM Advisors and Michael Baker Jr., Inc. produced the Stormwater and Sewer Master Plans to enable short-term and long-term planning. The project team produced more than 1,000 pages of research and recommendations.

The Plans take into account stormwater, sanitary sewer, combined sewer and asset management needs over 20 years. It identifies the need for over **$136,000,000** in system improvements over that time period. The level of service (the ability to fund the projects) depends largely on funding support from sanitary sewer user fees and the stormwater utility fee. On September 25, 2017, the Bloomington City Council approved rate increases for sanitary sewer and stormwater utility fees, with annual, three percent increases for the sanitary sewer consumption fee, sanitary sewer fixed fee, and the storm water fixed fee (based on impervious area).

While projections indicate that the rate increases will fully fund the master plan improvements for the full 20-year period, the award of the requested Rebuilding Illinois grant would speed up the process to eliminate the CSO, create construction jobs in the near term, and result in a more immediate impact to property values in the project area. User fee funds not allocated to the CSO project could then be reprogramed to address the city's backlog of needed infrastructure work. The fund reserve for Bloomington's Storm Water Fund is $851,046, and the fund reserve for Bloomington's Sanitary Sewer Fund is $3,212,173.

IMPACT PER CAPITA DETERMINATION

Please provide the following information relative to the project for which funds are being requested:

a. **Total Project Cost**: $4,674,294 (must match Total Project Costs indicated on the Uniform Capital Budget Template, Budget Narrative Summary)

b. **Rebuild Illinois Grant Requested**: $4,504,294 (must match State Request indicated on the Uniform Capital Budget Template, Budget Narrative Summary)

c. **Total # of Persons Served**: # 76,610 (must match Project Information page, I. Project Benefit Information)

d. **Cost per Capita**: $58.80 (Line b divided by Line c)

CITY OF Bloomington ILLINOIS

www.cityblm.org

Public Works Department
Engineering Division
115 E. Washington St., PO BOX 3157
Bloomington, IL 61702-3157
Phone: 309-434-2225
Fax: 309-434-2201

June 8, 2020

RE: Summary of project readiness

The project will be ready for construction once a contractor is selected through competitive bidding and the City issues a notice to proceed. This process can be completed and work can begin within the grant timeframe.

Required permits: All of the permits for this project have been acquired and are attached to this grant application.

Right of way: The projects occur within existing City right of way and no additional right of way is needed.

Water/wastewater treatment agreement: No treatment agreement is needed for this project.

Owners/land acquisition: No land acquisition or private property easements are required.

Additional funding commitments: No matching funds/additional funding commitments are proposed.

Railroad, county highway, IDOT permissions: Does not apply to the project.

Phased project: The multi-phase Locust/Colton CSO project involves construction of new sanitary sewers, conversion of the existing combined sewer into a storm sewer, and laying new water main. The sewer portion of the project, with nine phases, is projected to cost nearly $14 million and last through most of the decade. Click here to view maps of all planned phases of this project. Phase One was completed in 2013.

Dominic Kallas

Dominic Kallas, Civil Engineer I
Project Engineer
City of Bloomington

BLOOMINGTON PUBLIC SCHOOLS
District 87

300 E. Monroe St. Bloomington, IL 61701
309-827-6031
www.district87.org

June 8, 2020

To Whom It May Concern:

Bloomington School District 87 supports the Rebuild Illinois Public Infrastructure Grant submission by the City of Bloomington for Phase 2 of the Locust Colton Combined Sewer Overflow (CSO) Elimination Project.

The City of Bloomington and Bloomington School District 87 have partnered on the removal of this combined sewer overflow since the original project planning document. All phases of the project are within the school district and improving the infrastructure and water quality helps further our district mission.

Although no matching funds are involved in this grant, Bloomington is investing millions of dollars into improving its infrastructure by replacing aging watermains, sewers, sidewalks and streets. This investment demonstrates a commitment to maintaining the infrastructure that is vital to the health, safety, commerce and quality of life of the community.

Please give Bloomington's application all due consideration.

Sincerely,

[redacted]

Dr. Barry M. Reilly, Superintendent

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EXECUTIVE SUMMARY

The City of Bloomington, Illinois is in the process of eliminating Combined Sewer Overflows (CSOs) in an effort to minimize CSO volumes and meet the requirements of the City's NPDES CSO permit.

The Locust Street CSO was found to have a potential for frequent combined sewer overflows, as eight separate CSO events were observed at the Locust Street CSO during the detailed monitoring period conducted from April to August 2006. The existing combined sewer lines upstream of the CSO are 66-inch diameter and through extensive modeling of the collection system it was determined that these sewers have sufficient capacity to serve as separate storm sewers.

This Facility Plan is an investigation of the required improvements to the combined sewer service areas that includes descriptions of the current system, the need for the project, environmental issues, opinion of probable cost, impact on user fees and schedule for the project.

The City of Bloomington is seeking Illinois Environmental Protection Agency (IEPA) State Revolving Fund (SRF) Low Interest Loan monies to pay for the engineering services (including design and construction) and construction costs required to complete the proposed CSO Elimination Project. The separation of sanitary sewers will eliminate CSO events at the Locust Street CSO, which will remove a major public health hazard.

The City of Bloomington is seeking IEPA approval for this CSO Elimination Project through this Facility Plan document in order to secure funding needed to design and construct the proposed sanitary/storm sewer lines within the Locust Street CSO Sewershed in conjunction with the Water Main Replacement Project.

Chapter 1 CURRENT SYSTEM

1.1 Description of Locust/Colton CSO Sewershed

The Locust/Colton CSO sewershed, measured at the Empire/Colton intersection, is just over 1 square mile. The northern portion of the sewershed includes the Bloomington Middle School and High School, the Bloomington Country Club, Eastland Mall, and a strip mall north of Empire. The southern portion of the sewershed consists of older homes and infrastructure, which is where most of the combined sewer service area is located.

Much of the sewershed consists of separate storm sewer and separate sanitary sewer (especially the northern and northeastern portions of the sewershed). The interaction between the combined sewer areas and separate sewer areas occurs only at the northwest (downstream) corner of the study area (Locust Street and Colton Avenue).

Detailed analysis was performed in October 2007 to identify the wet weather response of the existing combined sewer system tributary to the Locust Street and Colton Avenue CSO locations, near Bloomington High School. Empire Street (Route 9) was designated by City Staff as the downstream limit of the study. The sewershed and sub-basins were delineated upstream of Empire Street using 0.5 meter contours, GIS sewer data, and field reconnaissance. The study is limited to sewer flows and surface runoff tributary to the Empire/Colton intersection.

Flooding has been observed throughout the study area, especially along the eastern edge of the sewershed. This flooding is the result of undersized storm sewers and combined sewers. This has resulted in basement flooding (largely due to undersized separate storm sewer) and surface flooding near Eastland Mall.

1.2 Existing Population and Customers

The City of Bloomington and Bloomington-Normal Water Reclamation District (BNWRD) West Oakland WWTP serves approximately 100,000 residents within the City of Bloomington, Town of Normal and surrounding areas. The WWTP service area is approximately 30.8 square miles with an average design flow of 22.5 mgd and a design maximum flow of 45.0 mgd. Residents account for approximately 98% of the total flow, with the remaining 2% attributed to industrial clients.

1.3 Future Population and Customers

The City of Bloomington is a community that has experienced steady growth for several years due to the presence of Illinois Wesleyan University in Bloomington and Illinois State University in Normal, as well as growing businesses such as State Farm Insurance and Country Financial. The Central Illinois Regional Airport, one of the fastest growing airports in the country, provides jobs and promotes growth in nearby communities.

The City of Bloomington is one of the fastest growing metropolitan areas in Illinois with an estimated 65.3% increase in population between 1980 and 2010. The trend of the federal census data, as shown in Figure 1-1 indicates that a growth rate of about 1.2% per year can be expected over the next 20 years, projecting a population of about 104,877 in 2040.

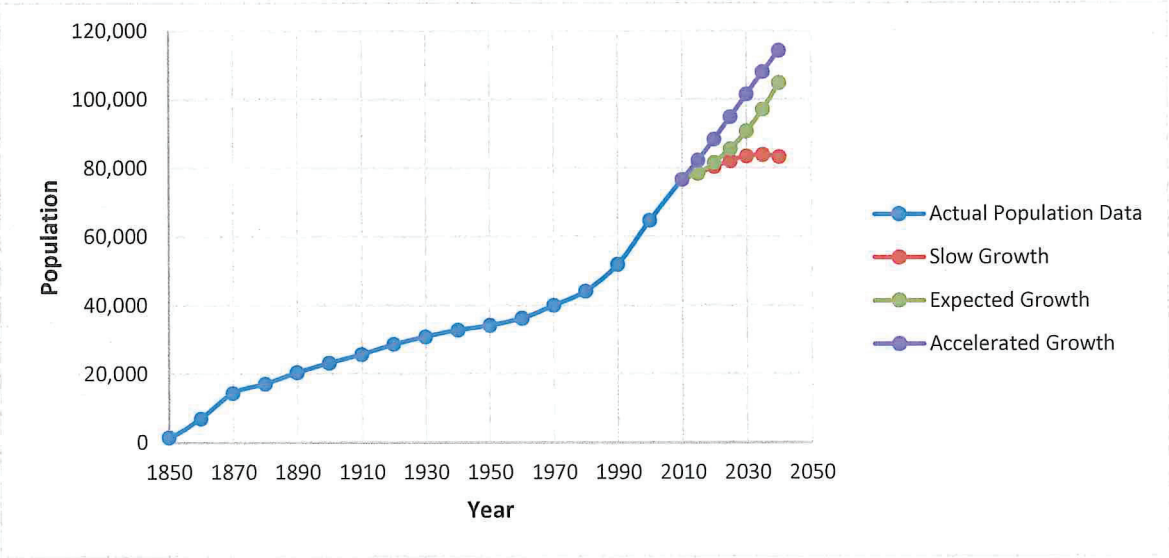


Figure 1-1 Population data for Bloomington, IL

As the population grows, water consumption is also expected to slightly grow. The predicted average daily sanitary flows treated by BNWRD for the year 2030 is 25.0 mgd. Flows from the project areas are expected to remain fairly stable as the project area is fully developed and there are no plans for the land use to change within the project area in the foreseeable future.

Chapter 2 PROJECT PLAN

The City of Bloomington desires to develop a phased approach to full sewer separation, thus eliminating or limiting the wet weather flow volumes directed into the BNWRD interceptor sewers downstream. This chapter presents the options that were evaluated for reducing combined sewer wet weather flow rates and flow volumes. Costs in Section 2.1 are from the 2007 study and so should be used for comparative purposes only.

2.1 Evaluation of Alternatives

There are a number of alternatives that were considered to eliminate the CSO problems at the Locust Street CSO and Colton Avenue CSO. Each alternative has its advantages and disadvantages. This section discusses each of these alternatives.

2.1.1 Full Sewer Separation

Eliminate the combined sewers tributary to the Locust Street CSO through a sewer separation project. Convert existing larger-diameter combined sewers into separate storm sewers and construct new separate sanitary sewers. The sanitary sewer would consist of new separate sanitary sewer mains, guaranteeing a "tight" sewer system with controlled points of inflow.

The separation can be implemented in up to nine (9) phases at an estimated cost of $16.4 million (2007 dollars).

The Engineering Department is coordinating with the Bloomington Water Department during the sewer separation process to identify opportunities where watermain replacement projects can be integrated with the sewer separation projects. This aims to help reduce construction mobilization and design costs.

2.1.2 Colton CSO Elimination

Eliminated the Colton Avenue CSO by installing a plug in the sewer connecting the combined sewer and storm sewer. No sewer separation was required prior to this action. The cost for this improvement was negligible and this effort was completed soon after the study was completed.

2.1.3 Off-line Storage

Construct a 1.1-million-gallon underground storage facility immediately south of Locust Street. This storage facility would temporarily store wet weather flows and pump the combined sewage back into the combined sewer, thereby protecting against CSOs up to a 5-year recurrence interval flow event. This improvement would cost (2007 dollars) approximately $3.0 million for the underground storage component and an additional $900,000 for flood abatement in the Mercer/Jackson and Bellemont neighborhoods, in addition to annual operation and maintenance costs. This improvement is intended as a substitute for the Full Sewer Separation Option.

2.1.4 Partial Sewer Separation – Downstream System Modifications

Reduce the sewer separation costs by leaving a 60-acre area as combined sewer service area. This improvement would protect against CSOs up to a 5-year recurrence interval flow event. This improvement would cost approximately $8.4 million (2007 dollars) and is intended as a substitute for full sewer separation.

2.1.5 Separate Storm Sewer Improvements

Replace undersized storm sewers between the Bloomington Country Club and Eastland Mall. Larger sewers are necessary to prevent frequent surface flooding in this area. These improvements will cost approximately

$750,000 (2007 dollars).

The decision to construct separate sewers or construct underground storage should be based on the City's goals with respect to CSO reduction vs elimination. Complete sewer separation will eliminate the Locust Street CSO. Partial sewer separation or underground storage will drastically reduce CSO frequency to about 5-year recurrence interval, but not eliminate the CSO. The City ultimately decided on the full sewer separation scenario to eliminate the Locust Street CSO.

2.2 Full Sewer Separation Phases

The Locust Street CSO Elimination Project will be executed in conjunction with the water main replacement project. These two projects have been divided into nine unique phases that will be completed over several years as the funds become available. Table 2-1 shows a preliminary timeline for the expected completion for each of the phases. The phases listed in this document coincide with the phases listed in the Water Main Planning Document.

Table 2-1 Proposed Timeline for Project Phases

Phase	Completion Year
Separation Phase 2	April 30, 2020
Separation Phase 3	April 30, 2022
Separation Phase 4	April 30, 2024
Separation Phase 5	April 30, 2026
Separation Phase 8	April 30, 2028
Separation Phase 9	April 30, 2030

The CSO Elimination Project is divided between Phases 1, 2, 3, 4, 5, 8, 9, which will be implemented in conjunction with the Water Main Replacement Project. Phase 1 was expanded and ultimately included all of Phase 1, 6, 7, as well as parts of Phase 2 and 3. All other phases will follow the Locust/Colton CSO Elimination Study.

Chapter 3 PROJECT PHASES

Project phasing was based on the need to construct key downstream sewer segments in the initial phases, then branching out to construct additional sewers in the outlying service areas. Each phase was selected to create a manageable construction project while minimizing disruption to utilities, traffic, and quality of living in the residential neighborhoods served by the combined sewer. Description of each of the phases are in sections that follow. An overall map of all the phases is shown in

Figure 3-1

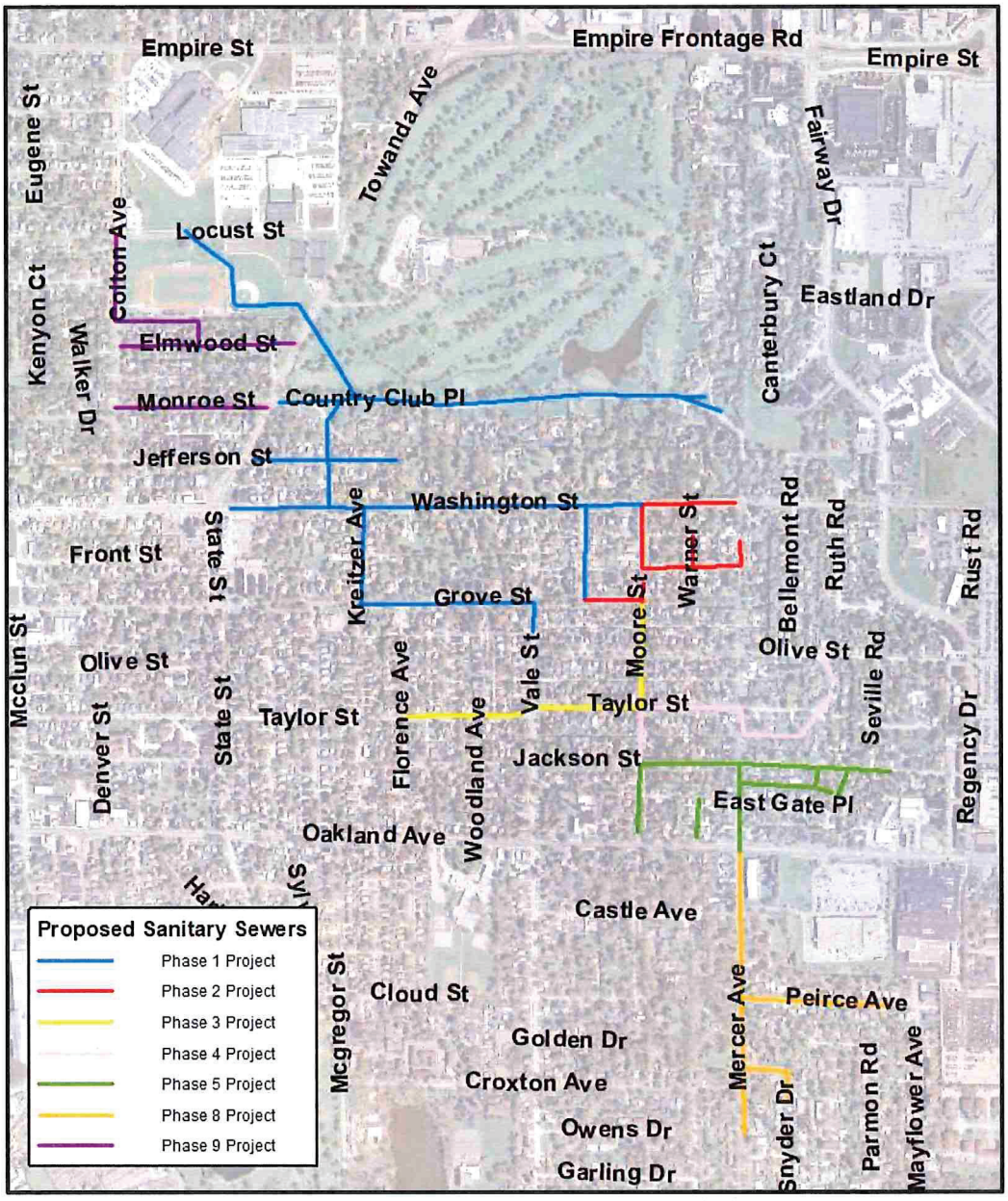


Figure 3-1 Locust Street CSO Elimination Phases

3.1 Expanded Phase 1

3.1.1 Phase 1

The Phase 1 work is complete. It was treated as an expanded phase that included Phase 1, 6 and 7, as well as parts of Phase 2 and 3.

A total of 12,200 feet of new sanitary sewer of diameter ranging from 8-inch to 30-inch and approximately 1,200 feet of new local storm sewer of 12-inch to 21-inch diameter was required, including lining 1,600 feet of existing combined sewer for structural damage and lateral connections to construct a new separate sanitary sewer collection system and rehabilitate the existing sewer system to rededicate the existing sewers as separate storm sewers.

Figure 3-2 illustrates the Phase 1 Sewer Separation Project.

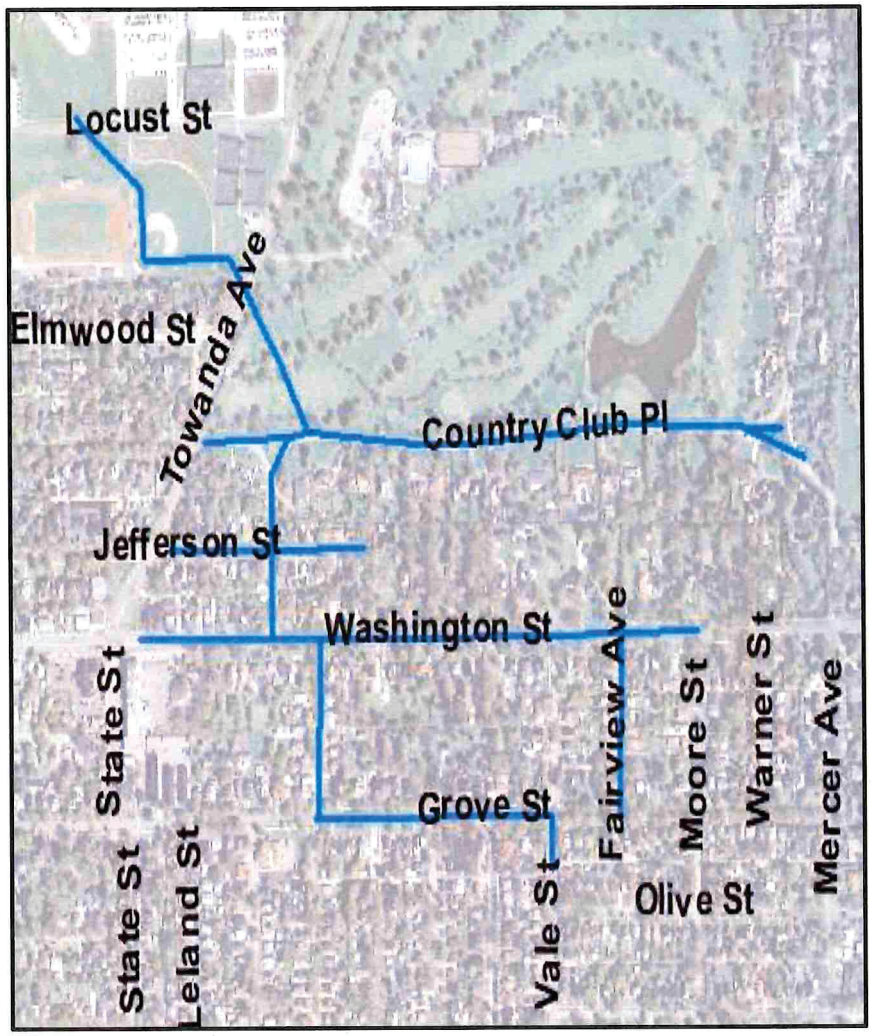


Figure 3-2 Phase 1 (Expanded) Sewer Separation Project

3.2 Phase 2

Approximately 3,100 feet of sanitary sewers of diameter ranging from 6-inch to 18-inch will be constructed along Grove Street, Moore Street, Warner Street, and Mercer Avenue. 1,400 feet of sewer lining will occur in the alley between Washington Street and Grove Street, from Moore Street to Mercer Avenue and also along Washington Street and Moore Street.

With the completion of Phase 2, 5,358 feet of the 7645-foot-long interceptor sewer will be constructed, and 121 acres of the 232-acre combined sewershed will be served by separate storm and sanitary sewers.

Figure 3-3 illustrates the Phase 2 Sewer Separation Project



Figure 3-3 Phase 2 Sewer Separation Project

3.3 Phase 3

Phase 3 consists of approximately 2,280 ft of new separate sanitary sewer of diameter ranging from 8-inch to 18-inch in the following areas:

- Taylor Street between Florence Avenue and Moore Street
- Moore Street, north of Taylor Street

Figure 3-4 illustrates the Phase 3 Sewer Separation Project areas

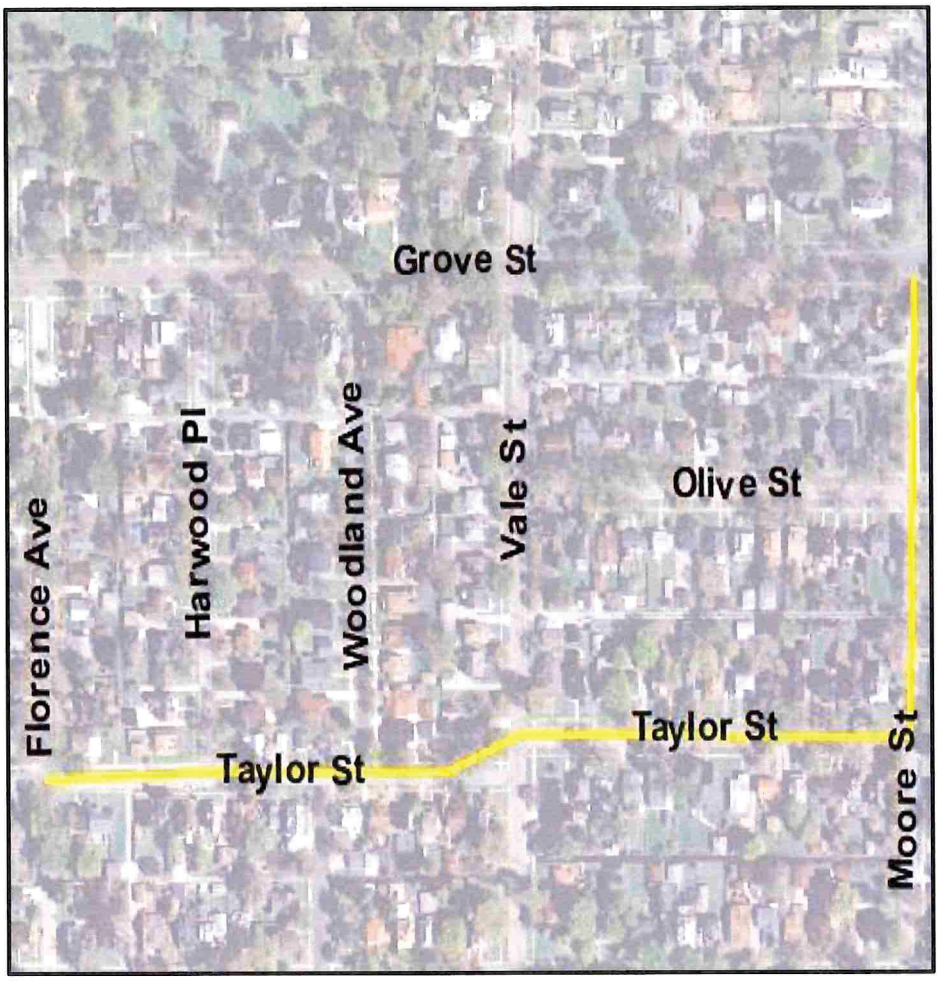


Figure 3-4 Phase 3 Sewer Separation Project

3.4 Phase 4

Phase 4 consists of approximately 2,110 feet of sanitary sewer of diameter ranging from 8-inch to 18-inch in the following areas:

- Taylor Street, between Moore Street and Mercer Avenue
- Grant Road and the surrounding neighborhood
- Moore Street, between Taylor Street and Jackson Street

Figure 3-5 illustrates Phase 4 of the Sewer Separation Project



Figure 3-5 Phase 4 Sewer Separation Project

3.5 Phase 5

During Phase 5 approximately 3,910 feet of new sanitary sewer of diameter ranging from 8-inch-15-inch will be installed in the following areas:

- Moore Street, south of Taylor Street
- Mercer Avenue, Jackson Street to Oakland Avenue
- Jackson Street, Between Moore Street and Guido Circle
- Oakland Court, north of Oakland Avenue
- Patterson Drive, between Jackson Street and East Gate Place

Figure 3-6 illustrates Phase 5 of the Sewer Separation Project.

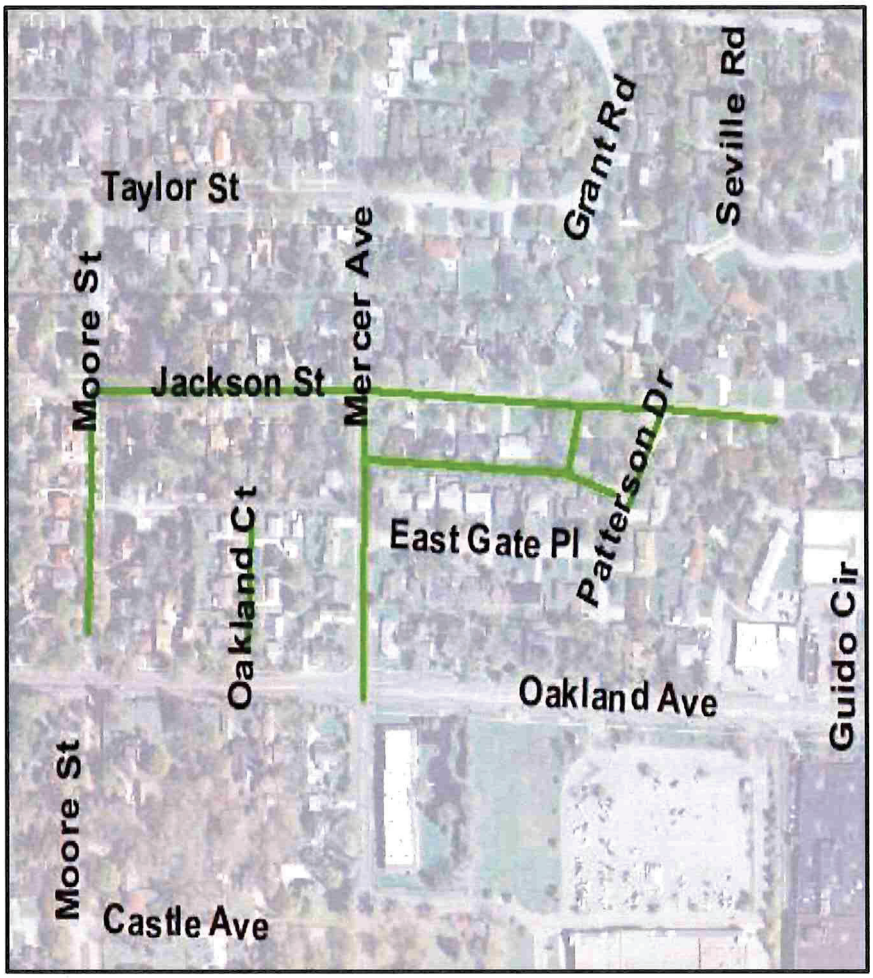


Figure 3-6 Phase 5 Sewer Separation Project

3.6 Phase 8

During Phase 8, approximately 3,350 feet of new sanitary sewer of diameter ranging from 8-inch to 12-inch will be constructed in the following areas:

- Mercer Avenue, between Oakland Avenue and Kemmer Lane
- Peirce Avenue, between Mercer Avenue and Parmon Road
- Dunbar Drive to Snyder Drive

Figure 3-7 illustrates Phase 8 Sewer Separation Project.



Figure 3-7 Phase 8 Sewer Separation Project

3.7 Phase 9 – Optional Sewer Separation Area

This phase is included in the total budget calculations but is an optional phase that would not impact the Locust Street CSO removal, as the tributary area discharges downstream of the Locust Street CSO; however, this is a known combined sewer service area and so has been included in this effort to remove combined sewer areas in the project vicinity.

During the last phase, approximately 3,470 feet of 8-inch sanitary sewer line will be installed along Elmwood and Monroe Street. New connections will also be done along Colton Avenue.

Figure 3-8 illustrates Phase 9 Sewer Separation Project.

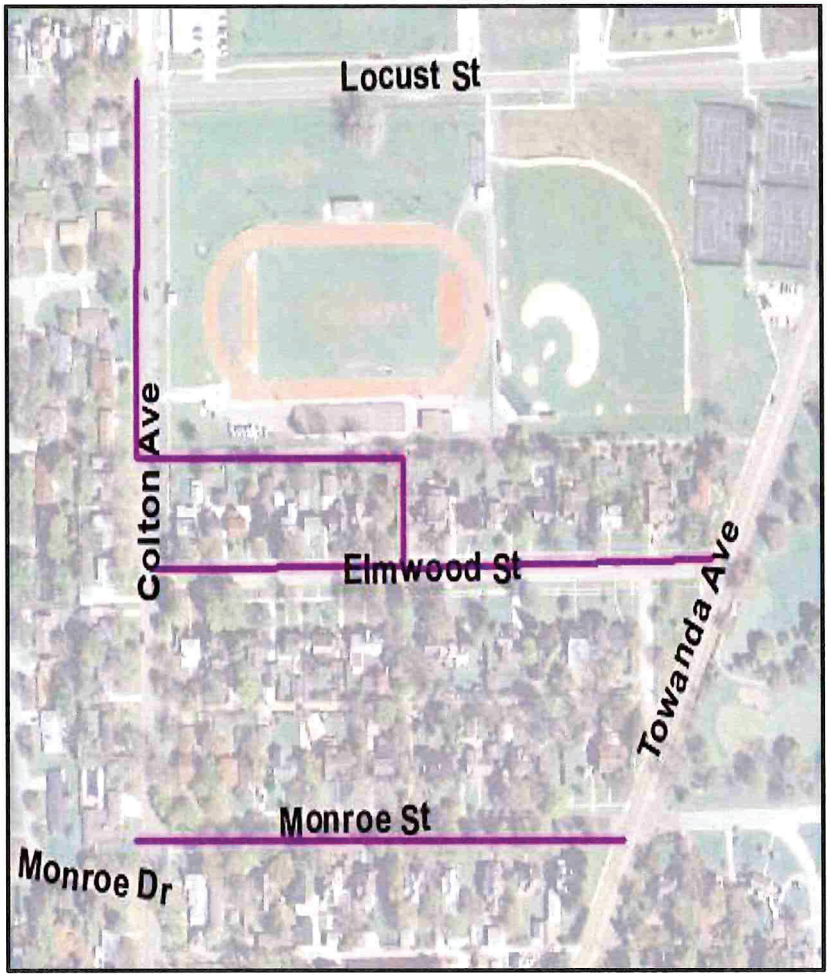


Figure 3-8 Phase 9 Sewer Separation Project

Chapter 4 – ENVIRONMENTAL IMPACT

Environmental waivers for this project have been requested from the appropriate entities, covering both the water main and sewer projects. The following section discusses the specific environmental issues and sign off letters.

4.1 National Historic Preservation Act

A revised letter was sent to the Illinois Historic Preservation Agency (IHPA) on November 19, 2018. It is believed that no historic areas will be affected by this project as no issues were identified when IHPA clearance was requested several years ago for this project area. This project will be constructed along City streets and right of ways and on previously disturbed grounds. A copy of this letter is included in the Appendix.

4.2 Illinois Endangered Species, Natural Areas Preservation, and Interagency Wetlands Protection Act

The ECOCAT Ecological Compliance Assessment Tool was used on November 19, 2018 to query the Illinois Natural Heritage Database. The results from that query show that no record of state listed threatened or endangered species, Illinois Natural Area Inventory sites, dedicated Illinois Nature Preserves, or registered Land and Water Reserves are in the vicinity of the Phase 2 project location. The query of the National Wetland Inventory did not show any wetlands within 250 feet of this project location.

4.3 Rivers, Lakes, and Streams Act

No waterways will be impacted by this project as all construction will occur along existing roadways.

4.4 Prime Agricultural Farmland

This project does not involve the conversion of prime agricultural land as this project area is completely developed.

4.5 Secondary Environmental Impacts

The project does not include an allowance that provides for more than a 30% reserve growth capacity in the service area.

The project is not anticipated to impact sensitive ecosystems directly or indirectly. The City through the authority of its Council, planning commission, or other means will ensure that future development, as well as future collection system or treatment projects connecting to SRF funded facilities, will not adversely impact wetlands, archaeological/historical/structural resources, or other sensitive environmental resources. The City will require new development and treatment works projects to be constructed within the guidelines of the U.S. Fish and Wildlife Service, IDNR, and other environmental review authorities.

Chapter 5 – FINANCIAL IMPACTS

5.1 Opinion of Probable Construction Cost

The City of Bloomington is seeking IEPA SRF Loan monies to complete with the Locust Street CSO Elimination Project. The loan will include construction costs, design engineering, and construction engineering monies. The tables below show the costs for the projects defined in this report.

Table 5-1. Project Costs – Phase 1

Description	Total Cost
Total Base Bid (Water) Amount	$2,743,855.00
Total Base Bid (Sewer) Amount	$4,546,406.00
Total Base Bid (Transportation) Amount	$1,736,287.51
Total Base Bid	**$9,026,548.51**

Table 5-2. Opinion of Probable Project Costs – Phase 2

Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
1	Tree removal (6 to 15 units diameter)	15	ea	$40.00	$600
2	Tree removal (over 15 units diameter)	80	ea	$70.00	$5,600
3	Tree root pruning	30	ea	$115.00	$3,500
4	Tree pruning (1 to 10 inch diameter)	5	ea	$110.00	$600
5	Tree pruning (over 10 inch diameter)	30	ea	$125.00	$3,800
6	Earth excavation	312	cu yd	$35.00	$10,900
7	Removal and disposal of unsuitable material	35	cu yd	$25.00	$900
8	Trench backfill	4,387	cu yd	$40.00	$175,500
9	Granular embankment, special	70	ton	$30.00	$2,100
10	Geotechnical fabric for ground stabilization	105	sq yd	$3.50	$400
11	Topsoil furnish and place, 6"	2,950	sq yd	$12.00	$35,400
12	Seeding, Class 1A	0.6	acre	$2,000.00	$1,200
13	Nitrogen fertilizer nutrient	54	pound	$3.00	$200
14	Phosphorous fertilizer nutrient	54	pound	$3.00	$200
15	Potassium fertilizer nutrient	54	pound	$3.00	$200
16	Mulch, method 3	0.6	acre	$2,000.00	$1,200
17	Erosion control blanket	100	sq yd	$5.00	$500
18	Sodding	50	sq yd	$25.00	$1,300
19	Supplemental watering	30	unit	$200.00	$6,000
20	Perimeter erosion barrier	50	ft	$4.00	$200
21	Inlet and pipe protection	2	ea	$200.00	$400
22	Inlet filters	42	ea	$190.00	$8,000
23	Aggregate Base course, Type A 8"	5,309	sq yd	$15.00	$79,600
24	Portland cement concrete base course 8"	2,919	sq yd	$65.00	$189,700
25	Aggregate surface course, type B	3	ton	$55.00	$200
26	Aggregate for temporary access	25	ton	$50.00	$1,300
27	Bituminous materials (prime coat)	4,143	pound	$1.00	$4,100
28	Bituminous materials (tack coat)	3,202	pound	$1.00	$3,200
29	Mixture for cracks, joints, and flangeways	0.5	ton	$500.00	$300
30	Temporary ramp	244	sq yd	$40.00	$9,800

31	Polymerized Hot-mix Aspalt surface course , mix "D", N50	733	ton	$140.00	$102,600
32	Hot-Mix Asphalt Pavement (Full depth), 6"	1,760	sq yd	$38.00	$66,900
33	Incidental Hot-Mix Asphalt Surfacing	19	ton	$200.00	$3,800
34	Portland Cement concrete driveway pavement, 6 inch	76	sq yd	$80.00	$6,100
35	Portland cement concrete driveway pavement, 8 inch	49	sq yd	$100.00	$4,900
36	Portland Cement Concrete Sidewalk 6 inch	1,204	sq ft	$10.00	$12,000
37	Detectible warnings	48	sq ft	$25.00	$1,200
38	Pavement removal	4,769	sq yd	$15.00	$71,500
39	Driveway Pavement removal	145	sq yd	$15.00	$2,200
40	Combination Curb and Gutter removal	1,528	ft	$8.00	$12,200
41	Sidewalk removal	1,441	sq ft	$2.00	$2,900
42	Strip reflective crack control treatment	2,910	ft	$2.50	$7,300
43	Storm sewers, Class A, Type 1 12"	211	ft	$85.00	$17,900
44	Storm sewers, Class A, Type 2 12"	583	ft	$100.00	$58,300
45	Storm sewers, Class A, Type 2 15"	230	ft	$110.00	$25,300
46	Storm sewers, Class A, Type 2 18"	329	ft	$120.00	$39,500
47	Storm sewers, Class A, Type 2 24"	302	ft	$130.00	$39,300
48	Storm sewer removal 10"	33	ft	$12.00	$400
49	Storm sewer removal 12"	941	ft	$13.00	$12,200
50	Controlled Low-strength material	10	cu yd	$100.00	$1,000
51	Manholes, Type A, 4'-Diameter, type 1 frame, closed lid	5	ea	$2,800.00	$14,000
52	Manholes, Type A, 5'-Diameter, type 1 frame, closed lid	5	ea	$3,600.00	$18,000
53	Manholes, Type A, 5'-Diameter, type 3 frame and grate	1	ea	$3,800.00	$3,800
54	Inlets, Type A, Type 3 Frame and Grate	12	ea	$1,500.00	$18,000
55	Inlets, Type A, Type 8 Grate	1	ea	$1,400.00	$1,400
56	Inlets, Type B, Type 1 Frame, Open Lid	1	ea	$2,100.00	$2,100
57	Inlets, Type B, Type 3 Frame and Grate	7	ea	$2,300.00	$16,100
58	Manholes to be adjusted	1	ea	$500.00	$500
59	Removing manholes	10	ea	$800.00	$8,000
60	Removing Inlets	15	ea	$400.00	$6,000
61	Mobilization	0.55	ls	$160,000.00	$88,000
62	Thermoplastic pavement marking - letters and symbols	94	sqft	$10.00	$900
63	Thermoplastic pavement marking - line 6"	856	ft	$7.00	$6,000
64	Thermoplastic pavement marking - line 24"	76	ft	$25.00	$1,900
65	Sanitary sewer removal, 10"	10	ft	$20.00	$200
66	Sanitary sewer removal, 8"	210	ft	$15.00	$3,200
67	Portland cement concrete driveway pavement 6 inch, special	20	sq yd	$90.00	$1,800
68	Portland cement concrete driveway pavement 8 inch, special	20	sq yd	$100.00	$2,000
69	Portland cement concrete sidewalk 8 inch, special	297	sq ft	$15.00	$4,500
70	Hot-mix Asphalt surface removal, 2" special	6,284	sq yd	$7.00	$44,000
71	Inlets, Special, with frame and grate	22	ea	$2,000.00	$44,000
72	Sanitary Manholes to be adjusted	2	ea	$1,500.00	$3,000
73	Combination Concrete Curb and Gutter, Type B-6.18 (special)	1,526	ft	$55.00	$83,900
74	Traffic Control and Protection	0.55	ls	$32,000.00	$17,600
75	Changeable message sign	42	cal da	$150.00	$6,300
76	Construction layout	0.55	ls	$30,000.00	$16,500
77	Storm Sewers, Type 1, Water main quality pipe, 12"	93	ft	$80.00	$7,400
78	Storm Sewers, Type 2, Water main quality pipe, 12"	217	ft	$75.00	$16,300
79	Storm Sewers, Type 2, Water main quality pipe, 15"	170	ft	$110.00	$18,700
80	Storm Sewers, Type 2, Water main quality pipe, 18"	27	ft	$120.00	$3,200
81	Sanitary Sewer, Type 2 6"	934	ft	$80.00	$74,700
82	Sanitary Sewer, Type 2 8"	1,300	ft	$90.00	$117,000
83	Sanitary Sewer, Type 2 12"	27	ft	$110.00	$3,000
84	Sanitary Sewer, Type 2 24"	8	ft	$135.00	$1,100
85	Sanitary Sewer, Type 3 6"	72	ft	$85.00	$6,100

86	Sanitary Sewer, Type 3 8"	338	ft	$95.00	$32,100
87	Sanitary Sewer, Type 3 18"	427	ft	$120.00	$51,200
88	Sanitary sewer removal 24"	5	ft	$30.00	$200
89	Sanitary sewer bypass pumping	1	ls	$15,000.00	$15,000
90	Salvaged Aggregate material 8"	1,242	sq yd	$10.00	$12,400
91	Storm sewers, Class B, Type 1 6"	664	ft	$28.00	$18,600
92	Connection to existing manhole, special	4	ea	$3,000.00	$12,000
93	Concrete collar	14	ea	$800.00	$11,200
94	Pipe grouting	14	cu yd	$400.00	$5,600
95	Sanitary Manholes, 4" Dia, With Special Frame and Closed lid	8	ea	$7,000.00	$56,000
96	Sanitary Manholes, 5" Dia, With Special Frame and Closed lid	2	ea	$8,000.00	$16,000
97	Drop Sanitary Manhole, 5" Dia, With Special Frame and Closed lid	1	ea	$8,500.00	$8,500
98	Sanitary sewer connection removal and capping	3	ea	$1,200.00	$3,600
99	Sanitary sewer service removal and plugging	15	ea	$1,200.00	$18,000
100	12" sewer lining and rehabilitation	1,158	ft	$40.00	$46,300
101	24" sewer lining and rehabilitation	303	ea	$85.00	$25,800
102	Manhole lining and rehabilitation	1	ea	$3,500.00	$3,500
103	Reconnection of existing active sewer connections, all pipe diameters	13	ea	$120.00	$1,600
104	Removal of protruding services	1	ea	$300.00	$300
105	Traffic Control and Protection, (Special)	1	ls	$12,000.00	$12,000
106	10" Sewer lining and rehabilitation	451	ft	$35.00	$15,800
107	12" Sewer lining and rehabilitation	2,949	ft	$40.00	$118,000
108	30" Sewer lining and rehabilitation	854	ft	$105.00	$89,700
109	Removal of protruding services, All pipe diameters	7	ea	$350.00	$2,500
110	Manhole lining and rehabilitation	17	ea	$3,500.00	$59,500
				Phase 2 Subtotal	$2,329,000
				Engineering (6%)	$140,000
				Construction (8.2%)	$191,000
				Contingency (25%)	$582,000
				Phase 2 Construction Total	$3,240,000

Notes

1 Costs are in 2019 dollars.

Table 5-3. Opinion of Probable Project Costs – Phase 3

Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
1	8-inch San Sewer, 9-12 ft deep, with Granular Backfill	1,589	lf	$190	$301,900
2	18-inch San Sewer, 9-12 ft deep, with Granular Backfill	689	lf	$260	$179,100
3	Precast Manhole (Sanitary), 4-ft diameter, 9-12 ft deep	17	ea	$7,000	$119,000
4	Surface Replacement, Bituminous Concrete, Class 1	5,528	lf	$100	$552,800
5	Surface Restoration	1	ls	$70,000	$70,000
6	Sanitary Lateral Connection	51	ea	$5,000	$255,000
7	Abandon Existing Sanitary Lateral Connection	51	ea	$680	$34,700
8	Sanitary Sewer Connection	4	ea	$5,400	$21,600
9	15-inch Storm Sewer, 9-12 ft deep, with Granular Backfill	2,288	lf	$210	$480,500
10	21-inch Storm Sewer, 9-12 ft deep, with Granular Backfill	962	lf	$250	$240,500
11	Precast Manhole (Storm), 4-ft diameter, 9-12 ft deep	4	ea	$5,600	$22,400
12	Precast Manhole (Storm), 4-ft diameter, 12-15 ft deep	10	ea	$6,500	$65,000
13	Storm Sewer Inlet Repair or Replace	12	ea	$2,700	$32,400
General Items					
14	Traffic Control (3.5%)	1	ls	$83,000	$83,000
15	Mobilization/Demobilization (2%)	1	ls	$47,000	$47,000
16	General Cost Items, Lump Sum (6%)	1	ls	$142,000	$142,000
				Phase 3 Subtotal	$2,642,000
				Engineering (6%)	$159,000
				Construction (8.2%)	$217,000
				Contingency (25%)	$661,000
				Phase 3 Construction Total (2021)	$3,679,000

Notes

1. Costs are in 2021 dollars and assume 3% inflation per year.
2. BMF 4 is granular backfill, BMF 2 is standard backfill. Backfill costs include hauling and disposal of unsuitable material, unless indicated.
3. All costs are estimated from Phase 1 bid results and Phase 2 planning estimates.

Table 5-4. Opinion of Probable Project Costs – Phase 4

Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
1	8-inch Sanitary Sewer, 6-9 ft deep, with No Granular Backfill	705	lf	$140	$98,700
2	8-inch Sanitary Sewer, 9-12 ft deep, with Granular Backfill	1,028	lf	$200	$205,600
3	18-inch Sanitary Sewer, 9-12 ft deep, with Granular Backfill	374	lf	$280	$104,700
4	Precast Manhole (Sanitary), 4-ft diameter, 9-12 ft deep	9	ea	$7,500	$67,500
5	Surface Replacement, Bituminous Concrete, Class 1	1,402	lf	$100	$140,200
6	Surface Restoration	1	ls	$30,000	$30,000
7	Sanitary Lateral Connection	42	ea	$5,300	$222,600
8	Abandon Existing Sanitary Lateral Connection	42	ea	$720	$30,200
9	Sanitary Sewer Connection	4	ea	$5,800	$23,200
General Items					
10	Traffic Control (3.5%)	1	ls	$32,000	$32,000
11	Mobilization/Demobilization (2%)	1	ls	$18,000	$18,000
12	General Cost Items, Lump Sum (6%)	1	ls	$55,000	$55,000
				Phase 4 Subtotal	$1,025,000
				Engineering (6%)	$62,000
				Construction (8.2%)	$84,000
				Contingency (25%)	$256,000
				Phase 4 Construction Total (2023)	$1,427,000

Notes

1. Costs are in 2023 dollars and assume 3% inflation per year.
2. BMF 4 is granular backfill, BMF 2 is standard backfill. Backfill costs include hauling and disposal of unsuitable material, unless indicated.
3. All costs are estimated from Phase 1 bid results and Phase 2 planning estimates.

Table 5-5. Opinion of Probable Project Costs – Phase 5

Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
1	8-inch Sanitary Sewer, 6-9 ft deep, with No Granular Backfill	757	lf	$150	$113,600
2	8-inch Sanitary Sewer, 6-9 ft deep, with Granular Backfill	1,366	lf	$190	$259,500
3	8-inch Sanitary Sewer, 9-12 ft deep, with Granular Backfill	544	lf	$210	$114,200
4	15-inch Sanitary Sewer, 9-12 ft deep, with Granular Backfill	1,244	lf	$260	$323,400
5	Precast Manhole (Sanitary), 4-ft diameter, 9-12 ft deep	19	ea	$7,900	$150,100
6	Surface Replacement, Bituminous Concrete, Class 1	4,986	lf	$110	$548,500
7	Surface Restoration	1	ls	$80,000	$80,000
8	Sanitary Lateral Connection	66	ea	$5,600	$369,600
9	Abandon Existing Sanitary Lateral Connection	66	ea	$760	$50,200
10	Sanitary Sewer Connection	4	ea	$6,100	$24,400
11	15-inch Storm Sewer, 6-9 ft deep, with Granular Backfill	613	lf	$210	$128,700
12	30-inch Storm Sewer, 9-12 ft deep, with Granular Backfill	597	lf	$270	$161,200
13	36-inch Storm Sewer, 9-12 ft deep, with Granular Backfill	622	lf	$310	$192,800
14	Precast Manhole (Storm), 4-ft diameter, 6-9 ft deep	4	ea	$5,900	$23,600
15	Precast Manhole (Storm), 5-ft diameter, 9-12 ft deep	5	ea	$7,200	$36,000
16	Storm Sewer Inlet Repair or Replace	20	ea	$3,100	$62,000
General Items					
17	Traffic Control (3.5%)	1	ls	$92,000	$92,000
18	Mobilization/Demobilization (2%)	1	ls	$53,000	$53,000
19	General Cost Items, Lump Sum (6%)	1	ls	$158,000	$158,000
				Phase 5 Subtotal	$2,943,000
				Engineering (6%)	$177,000
				Construction (8.2%)	$241,000
				Contingency (25%)	$736,000
				Phase 5 Construction Total (2025)	$4,097,000

Notes

1. Costs are in 2025 dollars and assume 3% inflation per year.
2. BMF 4 is granular backfill, BMF 2 is standard backfill. Backfill costs include hauling and disposal of unsuitable material, unless indicated.
3. All costs are estimated from Phase 1 bid results and Phase 2 planning estimates.

Table 5-6. Opinion of Probable Project Costs – Phase 8

Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
1	8-inch Sanitary Sewer, 9-12 ft deep, with Granular Backfill	2,377	lf	$220	$522,900
2	12-inch Sanitary Sewer, 9-12 ft deep, with Granular Backfill	974	lf	$290	$282,500
3	Precast Manhole (Sanitary), 4-ft diameter, 9-12 ft deep	14	ea	$8,400	$117,600
4	Surface Replacement, Bituminous Concrete, Class 1	4,643	lf	$120	$557,200
5	Surface Restoration	1	ls	$75,000	$75,000
6	Sanitary Lateral Connection	63	ea	$6,000	$378,000
7	Abandon Existing Sanitary Lateral Connection	63	ea	$810	$51,000
8	Sanitary Sewer Connection	4	ea	$6,500	$26,000
9	15-inch Storm Sewer, 6-9 ft deep, with Granular Backfill	1,292	lf	$220	$284,200
10	Precast Manhole (Storm), 4-ft diameter, 6-9 ft deep	8	ea	$6,300	$50,400
11	Storm Sewer Inlet Repair or Replace	39	ea	$3,300	$128,700
General Items					
12	Traffic Control (3.5%)	1	ls	$86,000	$86,000
13	Mobilization/Demobilization (2%)	1	ls	$49,000	$49,000
14	General Cost Items, Lump Sum (6%)	1	ls	$148,000	$148,000
				Phase 8 Subtotal	$2,753,000
				Engineering (6%)	$165,000
				Construction (8.2%)	$226,000
				Contingency (25%)	$688,000
				Phase 8 Construction Total (2027)	$3,832,000

Notes

1. Costs are in 2027 dollars and assume 3% inflation per year.
2. BMF 4 is granular backfill, BMF 2 is standard backfill. Backfill costs include hauling and disposal of unsuitable material, unless indicated.
3. All costs are estimated from Phase 1 bid results and Phase 2 planning estimates.

Table 5-7. Opinion of Probable Project Costs – Phase 9

Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
1	8-inch Sanitary Sewer, 9-12 ft deep, with Granular Backfill	570	lf	$240	$136,800
2	8-inch Sanitary Sewer, 12-15 ft deep, with Granular Backfill	1,882	lf	$280	$527,000
3	8-inch Sanitary Sewer, 15-18 ft deep, with Granular Backfill	1,014	lf	$340	$344,800
4	Precast Manhole (Sanitary), 4-ft diameter, 9-12 ft deep	2	ea	$8,900	$17,800
5	Precast Manhole (Sanitary), 4-ft diameter, 12-15 ft deep	8	ea	$11,100	$88,800
6	Precast Manhole (Sanitary), 4-ft diameter, 15-18 ft deep	5	ea	$12,000	$60,000
7	Surface Replacement, Bituminous Concrete, Class 1	3,947	lf	$120	$473,600
8	Surface Restoration	1	ls	$70,000	$70,000
9	Sanitary Lateral Connection	48	ea	$6,300	$302,400
10	Abandon Existing Sanitary Lateral Connection	48	ea	$860	$41,300
11	Sanitary Sewer Connection	4	ea	$6,900	$27,600
12	12-inch Storm Sewer, 12-15 ft deep, with Granular Backfill	481	lf	$260	$125,100
13	Precast Manhole (Storm), 4-ft diameter, 12-15 ft deep	3	ea	$8,600	$25,800
14	Storm Sewer Inlet Repair or Replace	18	ea	$3,500	$63,000
General Items					
15	Traffic Control (3.5%)	1	ls	$81,000	$81,000
16	Mobilization/Demobilization (2%)	1	ls	$46,000	$46,000
17	General Cost Items, Lump Sum (6%)	1	ls	$138,000	$138,000
				Phase 9 Subtotal	$2,565,000
				Engineering (6%)	$154,000
				Construction (8.2%)	$210,000
				Contingency (25%)	$641,000
				Phase 9 Construction Total (2029)	$3,570,000

Notes

1. Costs are in 2029 dollars and assume 3% inflation per year.
2. BMF 4 is granular backfill, BMF 2 is standard backfill. Backfill costs include hauling and disposal of unsuitable material, unless indicated.
3. All costs are estimated from Phase 1 bid results and Phase 2 planning estimates.

The total Locust Street CSO Elimination Project costs are summarized in Table 5-8.

Table 5-8. Total Project Cost for Locust Street CSO Elimination

Phase No.	Phase Construction Cost
Phase 2	$3,240,000
Phase 3	$3,679,000
Phase 4	$1,427,000
Phase 5	$4,097,000
Phase 8	$3,832,000
Phase 9	$3,570,000
Total	**$19,850,000**

5.2 User Fee Impacts

A sewer rate study was completed by the City to determine the rate increases needed to provide adequate revenues to build reserves for operation and maintenance and to fund debt services on improvement projects. The increases to the sanitary and storm sewer rates will provide sufficient revenue to pay back the IEPA Loan.

Based upon a total project cost of $19.9 million that is to be funded by a 2.5% (1.25% for Phase 1) interest loan to be paid back over a 20 year period, it is estimated that the City would have an annual debt service of approximately $1,531,000 to cover the principal and interest of the entire project (all phases).

The sanitary and storm sewer rate increase ordinance was passed by the City Council and became effective on May 1, 2018. The sanitary sewer rates in 2019 will increase by 50% and the 2019 storm sewer rates will increase by 30%. Subsequent years will be increased by 3% each Fiscal Year (FY) starting on May 1, 2020. Starting in fiscal year 2018/2019 the sanitary sewer rates will increase as follows:

Table 5-9. Sewer Rates for the City of Bloomington

	Sanitary Sewer Rates				Storm Sewer Rates	
Fiscal Year	Consumption Fee per 100 cft	Projected Revenue	Monthly Fixed Fee	Projected Revenue	Rate per IAU	Projected Revenue
FY 2018	$1.60	$4,166,288	$1.50	$526,479	$1.45	$2,803,291
FY 2019	$2.40	$6,249,432	$2.25	$789,719	$1.89	$3,644,278
FY 2020	$2.47	$6,436,915	$2.32	$813,411	$1.94	$3,753,607
FY 2021	$2.55	$6,630,022	$2.39	$837,813	$2.00	$3,866,215
FY 2022	$2.62	$6,828,923	$2.46	$862,947	$2.06	$3,982,201
FY 2023	$2.70	$7,033790	$2.53	$888,836	$2.12	$4,101,667

The sanitary and storm sewer fee revenues (with an assumed annual 3% rate increase continued) from customers within the City of Bloomington will be more than sufficient to cover the principal and reserve account payments for the IEPA loans.

Table 5-10. Approximate Sewer Operating Budget for the City of Bloomington

	Expenses													
	2007 Bond Issue P & I	Operating Expenses	Other Expenses	Sewer Depreciation Fund	Locust/Colton CSO Elimination Phase 1 ($4,500,000, 20-years, 1.25%)	Locust/Colton CSO Elimination Phase 2 ($3,240,000, 20-years, 2.5%)	Locust/Colton CSO Elimination Phase 3 ($3,679,000, 20-years, 2.5%)	Locust/Colton CSO Elimination Phase 4 ($1,427,000, 20-years, 2.5%)	Locust/Colton CSO Elimination Phase 5 ($4,097,000, 20-years, 2.5%)	Locust/Colton CSO Elimination Phase 8 ($3,832,000, 20-years, 2.5%)	Locust/Colton CSO Elimination Phase 9 ($3,570,000, 20-years, 2.5%)	Downs Pump Station ($3,000,000, 20-years, 2.5%)	I-74 Pump Station and FM ($1,500,000, 20-years, 2.5%)	Substandard Sewer Replacement
FY18/19	$418,063	$2,613,000	$300,000	$300,000	$256,000							$200,000	$100,000	$250,000
FY19/20	$418,063	$2,688,000	$300,000	$300,000	$256,000	$140,000						$200,000	$100,000	$250,000
FY20/21	$418,063	$2,765,000	$3,250,000	$300,000	$256,000	$208,000	$160,000					$200,000	$100,000	$250,000
FY21/22	$418,063	$2,844,000	$5,962,500	$300,000	$256,000	$208,000	$236,000					$200,000	$100,000	
FY22/23	$418,063	$2,926,000	$4,360,000	$300,000	$256,000	$208,000	$236,000	$65,000				$200,000	$100,000	
FY23/24	$418,063	$3,010,000	$3,830,000	$300,000	$256,000	$208,000	$236,000	$92,000				$200,000	$100,000	
FY24/25	$418,063	$3,096,000	$3,750,000	$300,000	$256,000	$208,000	$236,000	$92,000	$180,000			$200,000	$100,000	
FY25/26	$418,063	$3,185,000	$300,000	$300,000	$256,000	$208,000	$236,000	$92,000	$263,000			$200,000	$100,000	
FY26/27	$418,063	$3,276,000	$300,000	$300,000	$256,000	$208,000	$236,000	$92,000	$263,000	$165,000		$200,000	$100,000	
FY27/28	$418,063	$3,370,000	$300,000	$300,000	$256,000	$208,000	$236,000	$92,000	$263,000	$246,000		$200,000	$100,000	
FY28/29	$418,063	$3,467,000	$300,000	$300,000	$256,000	$208,000	$236,000	$92,000	$263,000	$246,000	$155,000	$200,000	$100,000	
FY29/30	$418,063	$3,566,000	$300,000	$300,000	$256,000	$208,000	$236,000	$92,000	$263,000	$246,000	$230,000	$200,000	$100,000	
FY30/31	$418,063	$3,668,000	$300,000	$300,000	$256,000	$208,000	$236,000	$92,000	$263,000	$246,000	$230,000	$200,000	$100,000	
FY31/32		$3,773,000	$300,000	$300,000	$256,000	$208,000	$236,000	$92,000	$263,000	$246,000	$230,000	$200,000		
FY32/33		$3,881,000	$300,000	$300,000	$256,000	$208,000	$236,000	$92,000	$263,000	$246,000	$230,000			
FY33/34		$3,992,000	$300,000	$300,000		$208,000	$236,000	$92,000	$263,000	$246,000	$230,000			
FY34/35		$4,106,000	$300,000	$300,000		$208,000	$236,000	$92,000	$263,000	$246,000	$230,000			
FY35/36		$4,224,000	$300,000	$300,000		$208,000	$236,000	$92,000	$263,000	$246,000	$230,000			
FY36/37		$4,345,000	$300,000	$300,000		$208,000	$236,000	$92,000	$263,000	$246,000	$230,000			
FY37/38		$4,469,000	$300,000	$300,000		$208,000	$236,000	$92,000	$263,000	$246,000	$230,000			
FY38/39		$4,597,000	$300,000	$300,000		$208,000	$236,000	$92,000	$263,000	$246,000	$230,000			
FY39/40		$4,729,000	$300,000	$300,000		$208,000	$236,000	$92,000	$263,000	$246,000	$230,000			

Table 5-11. Approximate Sewer Operating Budget for the City of Bloomington

	Total Expenses	Project Revenues (Assumes no additional rate increases)	Annual Net	Annual Cumulative
FY18/19	$4,437,063	$6,970,000	$2,532,937	$2,532,937
FY19/20	$4,652,063	$9,894,000	$5,241,937	$7,774,874
FY20/21	$7,907,063	$10,191,000	$2,283,937	$10,058,811
FY21/22	$10,524,563	$10,497,000	($27,563)	$10,031,248
FY22/23	$9,069,063	$10,812,000	$1,742,937	$11,774,185
FY23/24	$8,650,063	$11,136,000	$2,485,937	$14,260,122
FY24/25	$8,836,063	$11,471,000	$2,634,937	$16,895,059
FY25/26	$5,558,063	$11,816,000	$6,257,937	$23,152,996
FY26/27	$5,814,063	$12,171,000	$6,356,937	$29,509,933
FY27/28	$5,989,063	$12,537,000	$6,547,937	$36,057,870
FY28/29	$6,241,063	$12,914,000	$6,672,937	$42,730,807
FY29/30	$6,415,063	$13,302,000	$6,886,937	$49,617,744
FY30/31	$6,517,063	$13,702,000	$7,184,937	$56,802,681
FY31/32	$6,104,000	$14,114,000	$8,010,000	$64,812,681
FY32/33	$6,012,000	$14,538,000	$8,526,000	$73,338,681
FY33/34	$5,867,000	$14,975,000	$9,108,000	$82,446,681
FY34/35	$5,981,000	$15,425,000	$9,444,000	$91,890,681
FY35/36	$6,099,000	$15,888,000	$9,789,000	$101,679,681
FY36/37	$6,220,000	$16,365,000	$10,145,000	$111,824,681
FY37/38	$6,344,000	$16,856,000	$10,512,000	$122,336,681
FY38/39	$6,472,000	$17,362,000	$10,890,000	$133,226,681
FY39/40	$6,604,000	$17,883,000	$11,279,000	$144,505,681

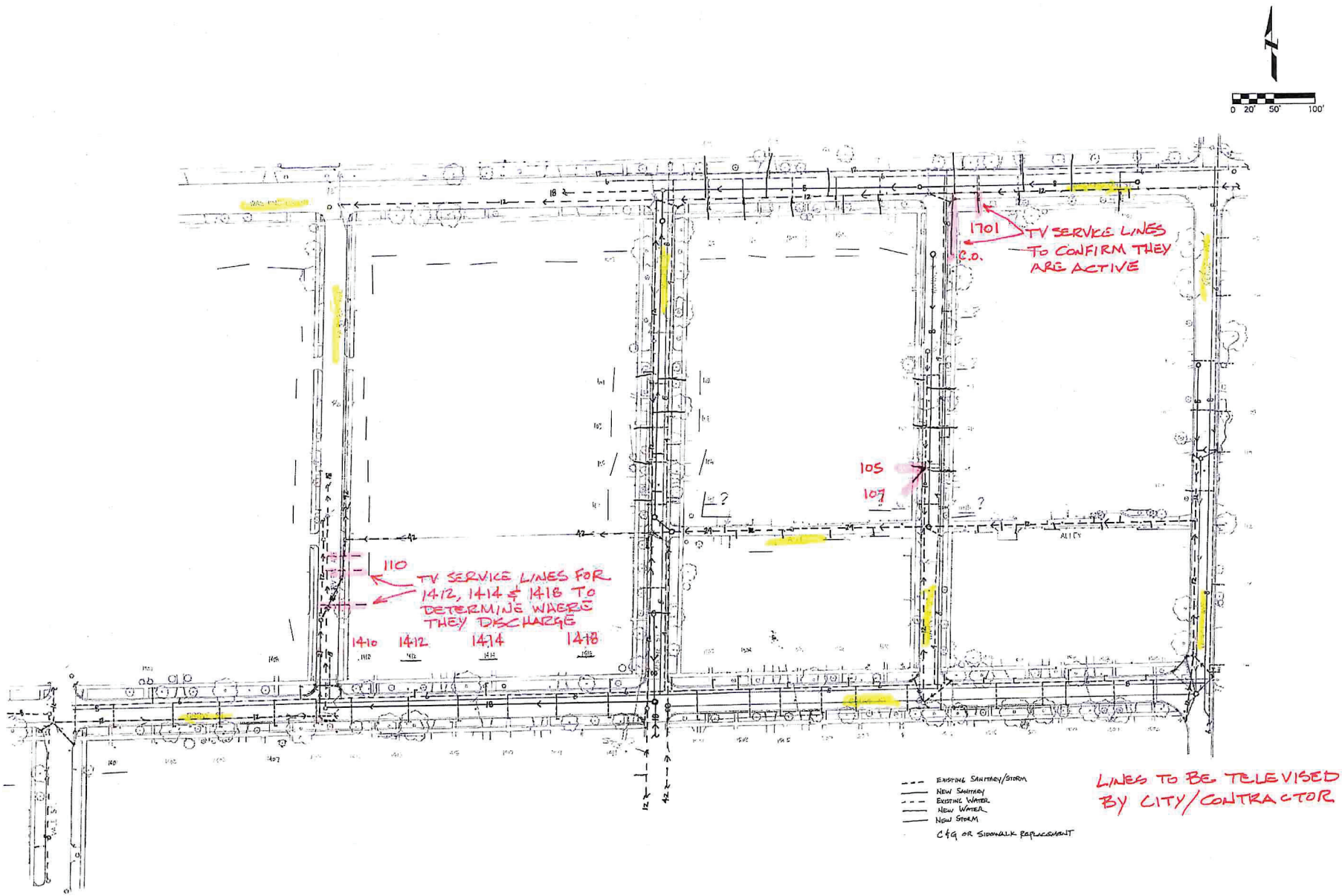
Chapter 6 – SCHEDULE OF WORK

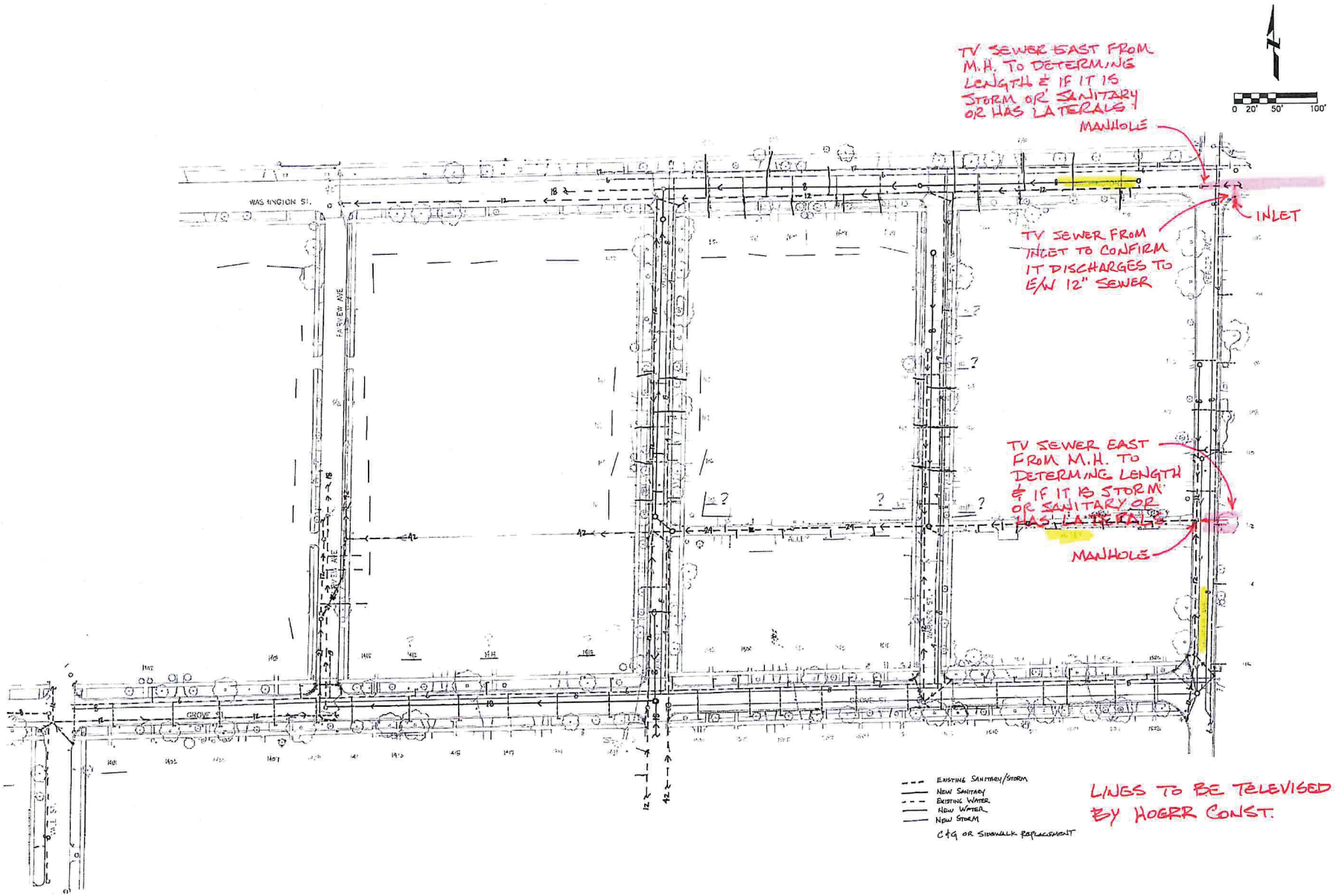
The Phase 1 work is now complete and the City will follow every other year schedule for the remaining phases. Design will occur in even years and construction will occur during odd years for the remaining phases of the project. This more conservative schedule will allow the City to more closely look at local drainage, sidewalk, pavement, and water and sanitary services issues, rather than only just separating the combined sewer.

The Project Schedule for Phase 2 Locust Street CSO Elimination Project is shown below:

Submission of Project Planning Documents to IEPA	January 2019
Submission of Plan and Specification	March 2019
Award of Construction Contract	Early Spring 2020
Construction Completion	Fall 2020

APPENDIX


0 20' 50' 100'
1701
C.O.
TV SERVICE LINES TO CONFIRM THEY ARE ACTIVE
105
107
110
TV SERVICE LINES FOR 1412, 1414 & 1418 TO DETERMINE WHERE THEY DISCHARGE
1410
1412
1414
1418
ALLEY
EXISTING SANITARY/STORM
NEW SANITARY
EXISTING WATER
NEW WATER
NEW STORM
C&G OR SIDEWALK REPLACEMENT
LINES TO BE TELEVISED BY CITY/CONTRACTOR


TV SEWER EAST FROM M.H. TO DETERMINE LENGTH & IF IT IS STORM OR SANITARY OR HAS LATERALS ?
MANHOLE
INLET
TV SEWER FROM INLET TO CONFIRM IT DISCHARGES TO E/W 12" SEWER
TV SEWER EAST FROM M.H. TO DETERMINE LENGTH & IF IT IS STORM OR SANITARY OR HAS LATERALS ?
MANHOLE
WASHINGTON ST.
GROVE
0 20' 50' 100'
EXISTING SANITARY/STORM
NEW SANITARY
EXISTING WATER
NEW WATER
NEW STORM
C+G OR SIDEWALK REPLACEMENT
LINES TO BE TELEVISED BY HOERR CONST.

Televised Sanitary Lateral Report

August 12, 2013

Washington St. MH-5 to MH-9

#1602 - 11.5' from main, multiple narrow cracks, 12 o'clock

joint offset at main

#1601 - 24.4' from main, joint offset

#1603 - 3.7' from main, hole and broken tile, 1 o'clock

#1608 - roots in Joint at main and 16.8' and 18.5' from main

#1605 - None

#1607 - 20% debris blockage at main

#1609 - None

Washington St. MH-9 to MH-10

#1612 - None

#100 Warner - 10% debris blockage at main

#1701 - None

#1703 - 6.6' from main, 20% debris blockage

#1706 - 24.8' from main, pipe type (Cast Iron)

16.2' from main, pipe type (Clay)

12.1' from main, large Joint separation

#1706 - medium joint offset at main

#1707 - 30% debris blockage at main

#1707 - None

Moore St. MH-3 to MH-4

#107 - None

#105 - None

#106.2 - None

#106 - None

#103 - None

#104 - None

#102 - None

#101 - None

1502 Grove - None

Warner St. MH-2 to MH-2A

#106/#108 - None

#105/#107 – 2.6' from main, 10% debris

1.5' from main, lateral (107?) 9 o'clock

#104 - 13.1' from main, pipe type (PVC)

9.1' from main, pipe type (Clay)

30% debris blockage at main

#103 - None

#102 - broken hole, 12 o'clock at main

#101 - 16.4' from main, root intrusion in joint

14.2' from main, joint infiltration in joint

Totals (Not including services in alley or 3 unknown service locations on Grove St.)

30 service laterals

12 have pipe problems or blockages (10 under the street and 2 under the sidewalk)

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 · (217) 782-3397

JB PRITZKER, GOVERNOR JOHN J. KIM, DIRECTOR

217/782-0610

January 10, 2020

City of Bloomington
ATTN: Engineering Division
P.O. Box 3157
Bloomington, Illinois 61702

Re: City of Bloomington
City of Bloomington - CSO
NPDES Permit No. IL0072001
Bureau ID W1130200058
Final Permit

Gentlemen:

The Illinois Environmental Protection Agency has reviewed the request for modification of the above-referenced NPDES Permit and issued a public notice based on that request. The final decision of the Agency is to modify the Permit as follows:

1. Change the construction completion dates of Separation Phase 2 from April 30, 2020 to April 30, 2022 and Separation Phase 3 from April 30, 2022 to April 30, 2023 in Special Condition 10.
2. Update the language in Special Condition 6 to current language.

Enclosed is a copy of the modified Permit. You have the right to appeal this modification to the Illinois Pollution Control Board within a 35 day period following the modification date shown on the first page of the permit.

Should you have questions concerning the Permit, please contact Corey Branson at 217/782-0610.

Sincerely,

[redacted]

Amy L. Dragovich, P.E.
Manager, Permit Section
Division of Water Pollution Control

ALD:CWB:19092601.cwb

Attachments: Final Permit

cc: Records Unit
Champaign FOS
Compliance Assurance Section
Billing

NPDES Permit No. IL0072001

Illinois Environmental Protection Agency

Division of Water Pollution Control

1021 North Grand Avenue East

Post Office Box 19276

Springfield, Illinois 62794-9276

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

Modified (NPDES) Permit

Expiration Date: October 31, 2022

Issue Date: October 31, 2017
Effective Date: November 1, 2017
Modification Date: January 10, 2020

Name and Address of Permittee:

City of Bloomington
P. O. Box 3157
Bloomington, Illinois 61702

Facility Name and Address:

Bloomington CSOs
Bloomington, Illinois
(McLean County)

Receiving Waters: Sugar Creek Country Club Branch, Goose Creek

In compliance with the provisions of the Illinois Environmental Protection Act, Title 35 of the Ill. Adm. Code, Subtitle C, Chapter I, and the Clean Water Act (CWA), the above-named Permittee is hereby authorized to discharge at the above location to the above-named receiving stream in accordance with the Effluent Limitations, Monitoring, and Reporting requirements; Special Conditions and Attachment H Standard Conditions attached herein.

Permittee is not authorized to discharge after the above expiration date. In order to receive authorization to discharge beyond the expiration date, the Permittee shall submit the proper application as required by the Illinois Environmental Protection Agency (IEPA) not later than 180 days prior to the expiration date.

[redacted]

Amy L. Dragovich, P.E.
Manager, Permit Section
Division of Water Pollution Control

ALD:CWB:19092601.cwb

Special Conditions

SPECIAL CONDITION 1.

AUTHORIZATION OF
COMBINED SEWER AND TREATMENT PLANT DISCHARGES

The IEPA has determined that at least a portion of the collection system consists of combined sewers. References to the collection system and the sewer system refer only to those parts of the system which are owned and operated by the Permittee unless otherwise indicated. The Permittee is authorized to discharge from the overflow(s)/bypass(es) listed below provided the diversion structure is located on a combined sewer and the following terms and conditions are met:

Discharge Number	Location	Receiving Water
014	Colton Avenue CSO	Sugar Creek Country Club Branch
015	Locust Street CSO	Sugar Creek Country Club Branch
019A	Valley CSO	Goose Creek
019B	Valley CSO	Goose Creek
019C	Valley CSO	Goose Creek

A. CSO Monitoring, Reporting and Notification Requirements

1. The Permittee shall monitor the frequency of discharge (number of discharges per month) and estimate the duration (in hours) of each discharge from each outfall listed in this Special Condition. Estimates of storm duration and total rainfall shall be provided for each storm event.

Start Date	Rainfall Duration (hrs.)	Rainfall Amount (in.)	CSO Outfall #	Outfall Description	Estimated Duration of CSO Discharge (hrs.)	Estimated Volume of CSO Discharge (MG)

For frequency reporting, all discharges from the same storm, or occurring within 24 hours, shall be reported as one. The date that a discharge commences shall be recorded for each outfall. Reports shall be in the form specified by the IEPA and on forms provided by the IEPA (e.g., Form IL 532-2471, or updated form of same). These forms shall be submitted to the IEPA monthly with the DMRs and covering the same reporting period as the DMRs. Parameters (other than flow frequency and volume), if required in this Permit, shall be sampled and reported as indicated in the transmittal letter for such report forms.

2. All Submittals listed in this Special Condition can be mailed to the following address:

Illinois Environmental Protection Agency
Division of Water Pollution Control
1021 North Grand Avenue East
Post Office Box 19276
Springfield, Illinois 62794-9276

Attention: CSO Coordinator, Compliance Assurance Section

All submittals hand carried shall be delivered to 1021 North Grand Avenue East.

B. CSO Treatment Requirements

1. All combined sewer overflows shall be given sufficient treatment to prevent pollution and the violation of applicable water quality standards. Sufficient treatment consists of the following:

   a. All dry weather flows, and storm flows, to the extent required by PCB 84-40 and dated June 29, 1984 shall be conveyed to the Bloomington/Normal Water Reclamation District- Main STP for treatment. The terms and conditions of this Board Order are hereby incorporated by reference as if fully set forth herein.

   b. Any additional treatment, necessary to comply with all applicable water quality based requirements of this Permit including, but not limited to, the requirement that discharges from CSOs not cause or contribute to violations of

applicable water quality standards or cause use impairment in the receiving water.

2. All CSO discharges authorized by this Permit shall be treated, in whole or in part, to the extent necessary to prevent accumulations of sludge deposits, floating debris and solids in accordance with 35 Ill. Adm. Code 302.203 and to prevent depression of oxygen levels below the applicable water quality standards.

3. Overflows during dry weather are prohibited. Dry weather overflows shall be reported to the IEPA pursuant to Standard Condition 12(f) of this Permit (24 hour notice).

4. The collection system shall be operated to optimize transport of wastewater flows and to minimize CSO discharges and the treatment system, if applicable, shall be operated to maximize treatment of wastewater flows.

C. CSO Nine Minimum Controls

1. The Permittee shall comply with the nine minimum controls contained in the National CSO Control Policy published in the Federal Register on April 19, 1994. The nine minimum controls are:

   a. Proper operation and maintenance programs for the sewer system and the CSOs;

   b. Maximum use of the collection system for storage;

   c. Review and modification of pretreatment requirements to assure CSO impacts are minimized;

   d. Maximization of flow to the POTW for treatment;

   e. Prohibition of CSOs during dry weather;

   f. Control of solids and floatable materials in CSOs;

   g. Pollution prevention programs which focus on source control activities;

   h. Public notification to ensure that citizens receive adequate information regarding CSO occurrences and CSO impacts; and,

   i. Monitoring to characterize impacts and efficiency of CSO controls.

   A CSO pollution prevention plan (PPP) shall be developed by the Permittee unless one has already been prepared for this collection system. Any previously-prepared PPP shall be reviewed, and revised if necessary, by the Permittee to address the items contained in Chapter 8 of the U.S. EPA guidance document, Combined Sewer Overflows, Guidance For Nine Minimum Controls, and any items contained in previously-sent review documents from the IEPA concerning the PPP. Combined Sewer Overflows, Guidance For Nine Minimum Controls is available on line at http://www.epa.gov/npdes/pubs/owm0030.pdf. The PPP (or revised PPP) shall be presented to the general public at a public information meeting conducted by the Permittee annually during the term of the effective date of this Permit. The Permittee shall submit documentation that the pollution prevention plan complies with the requirements of this Permit and that the public information meeting was held. Such documentation shall be submitted to the IEPA within twelve (12) months of the effective date of this Permit and shall include a summary of all significant issues raised by the public, the Permittee's response to each issue, and two (2) copies of the "CSO Pollution Prevention Plan Certification" one (1) with original signatures. This certification form is available online at http://www.epa.state.il.us/water/permits/waste-water/forms/cso-pol-prev.pdf. Following the public meeting, the Permittee shall implement the pollution prevention plan and shall maintain a current pollution prevention plan, updated to reflect system modifications, on file at the sewage treatment works or other acceptable location and made available to the public. The pollution prevention plan revisions shall be submitted to the IEPA one (1) month from the revision date. The most recent Pollution Prevention Plan was dated February 2007.

D. Sensitive Area Considerations

1. Pursuant to Section II.C.3 of the federal CSO Control Policy of 1994, sensitive areas are any water likely to be impacted by a CSO discharge which include one or more of the following criteria: (1) designated as an Outstanding National Resource Water;

(2) found to contain shellfish beds; (3) found to contain threatened or endangered aquatic species or their habitat; (4) used for primary contact recreation; (5) National Marine Sanctuaries; or, (6) within the protection area for a drinking water intake structure.

Within six (6) months of the effective date of this Permit, the Permittee shall submit two (2) copies of documentation indicating which of the outfalls listed in this Special Condition either do, or do not discharge to sensitive areas. Such documentation shall include information regarding the use of the receiving water for primary contact activities (swimming, water skiing, jet skiing, etc.). If the Permittee believes that it is not possible for primary contact recreation to occur in the areas impacted or potentially impacted by the CSOs listed in this Special Condition, then justification as to why primary contact recreation is not possible shall be submitted. Adequate justification shall include, but is not limited to: (1) inadequate water depth; (2) presence of physical obstacles sufficient to prevent access to or for primary contact recreation; and, (3) uses of adjacent land sufficient to discourage primary contact activities. The IEPA will make a determination based on this documentation and other information available to the IEPA. Evidence of existing use of waterway for primary contact recreation activities will likely negate such potential "no-use" justifications.

Should the IEPA conclude that any of the CSOs listed in this Special Condition discharge to a sensitive area, the IEPA will notify the Permittee in writing. Upon the date of notification, or such other date contained in the notification letter, the Permittee shall revise the LTCP and schedule to either eliminate or relocate these outfalls. If elimination or relocation is not economically feasible or technically achievable, the Permittee shall revise the plan and schedule for treating the discharge. Such justification shall be in accordance with Section II.C.3 of the National CSO Control Policy.

E. CSO Operational and Maintenance Plans

1. The Permittee shall implement measures to reduce, to the greatest extent practicable, the total loading of pollutants and floatables entering the receiving stream to ensure that the Permittee ultimately achieves compliance with water quality standards. These measures shall include, but not be limited to developing and implementing a CSO O&M plan, tailored to the permittee's collection and waste treatment systems, which shall include mechanisms and specific procedures where applicable to ensure:

   a. Collection system inspection on a scheduled basis;

   b. Sewer, catch basin, and regulator cleaning and maintenance on a scheduled basis;

   c. Inspections are made and preventive maintenance is performed on all pump/lift stations;

   d. Collection system replacement, where necessary;

   e. Detection and elimination of illegal connections;

   f. Detection, prevention, and elimination of dry weather overflows;

   g. The collection system is operated to maximize storage capacity and the combined sewer portions of the collection system are operated to delay storm entry into the system; and,

   h. The treatment and collection systems are operated to maximize treatment.

   The IEPA received a revised CSO operational and maintenance plan "CSO O&M plan" for this sewerage system on March 15, 2007. The Permittee shall fully implement the plan and review and revise, if needed, the CSO O&M plan to reflect system changes and any comments previously sent to the Permittee by the IEPA.

   The CSO O&M plan shall be presented to the general public at a public information meeting conducted by the Permittee within nine (9) months of the effective date of this Permit or within nine (9) months of the CSO system being modified. The Permittee shall submit documentation that the CSO O&M plan complies with the requirements of this Permit and that the public information meeting was held. Such documentation shall be submitted to the IEPA within twelve (12) months of the effective date of this Permit or within three (3) months of the public meeting and shall include a summary of all significant issues raised by the public, the Permittee's response to each issue, and two (2) copies of the "CSO Operational Plan Checklist and Certification", one (1) with original signatures. Copies of the "CSO Operational Plan Checklist and Certification" are available online at http://www.epa.state.il.us/water/permits/waste-water/forms/cso-checklist.pdf. Following the public meeting, the Permittee shall maintain a current CSO O&M plan, updated to reflect system modifications, on file at the sewage treatment works or other acceptable location and made available to the public. The CSO O&M plan revisions shall be submitted to the IEPA one (1)

month from the revision date.

F. Sewer Use Ordinances

1. The Permittee, within six (6) months of the effective date of this Permit, shall review and where necessary, modify its existing sewer use ordinance to ensure it contains provisions addressing the conditions below. If no ordinance exists, such ordinance shall be developed, adopted, and implemented within six (6) months from the effective date of this Permit. Upon completion of the review of the sewer use ordinance(s), the Permittee shall submit two (2) copies of a completed "Certification of Sewer Use Ordinance Review", one (1) with original signatures. Copies of the certification form can be obtained on line at http://www.epa.state.il.us/water/permits/waste-water/forms/sewer-use.pdf. The Permittee shall submit copies of the sewer use ordinance(s) to the IEPA upon written request. Sewer use ordinances are to contain specific provisions to:

   a. prohibit introduction of new inflow sources to the sanitary sewer system;

   b. require that new sanitary sewer construction tributary to the combined sewer system be designed to minimize and/or delay inflow contribution to the combined sewer system;

   c. require that inflow sources on the combined sewer system be connected to a storm sewer, in accordance with any approved Long Term Control Plan;

   d. provide that any new building domestic sewage connection shall be distinct from the building inflow connection;

   e. assure that CSO impacts from industrial and/or commercial sources are minimized and control by determining which industrial and/or commercial discharges, are tributary to CSOs; and,

   f. assure that the owners of all publicly owned systems with sewers tributary to the Permittee's collection system have procedures in place adequate to ensure that the objectives, mechanisms, and specific procedures given in Paragraph E.1 of this Special Condition are achieved.

   The Permittee shall enforce the applicable sewer use ordinances.

G. CSO Long-Term Control Planning and Compliance with Water Quality Standards

1. a. Pursuant to Section 301 of the federal Clean Water Act, 33 U.S.C. § 1311 and 40 CFR § 122.4, discharges from the CSOs, including the outfalls listed in this Special Condition and any other outfall listed as a "Treated Combined Sewage Outfall", shall not cause or contribute to violations of applicable water quality standards or cause use impairment in the receiving waters. In addition, discharges from CSOs shall comply with all applicable parts of 35 Ill. Adm. Code 306.305(a), (b), (c), and (d).

   b. Based on the number of CSO events reported over the past five (5) years, the Permittee experiences more than four (4) events per year. Therefore, the Permittee shall develop a revised Long-Term CSO Control Plan (LTCP) for assuring that the discharges from the CSOs (treated or untreated) authorized in this Permit comply with Paragraph 1.a above and all applicable standards, including water quality standards. Three (3) copies of the LTCP shall be submitted to the IEPA within thirty six (36) months of the effective date of this Permit. The LTCP shall contain all applicable elements of Paragraph 1.c below including a schedule for implementation and provisions for re-evaluating compliance with applicable standards and regulations after implementation. The LTCP shall be:

      1. Consistent with Section II.C.4.a.i of the Policy; or,
      2. Consistent with either Section II.C.4.a.ii, Section II.C.4.a.iii, or Section II.C.4.b of the Policy and be accompanied by data sufficient to demonstrate that the LTCP, when completely implemented, will be sufficient to meet water quality standards.

   c. Pursuant to the Policy, the required components of the LTCP include the following:

      1. Characterization, monitoring, and modeling of the Combined Sewer System (CSS);
      2. Consideration of Sensitive Areas;
      3. Evaluation of alternatives;
      4. Cost/Performance considerations;
      5. Revised CSO Operational Plan;
      6. Maximizing treatment at the treatment plant;

7. Implementation schedule;
8. Post-Construction compliance monitoring program; and
9. Public participation.

Following submittal of the revised LTCP, the Permittee shall respond to any initial IEPA review letter in writing within ninety (90) days of the date of such a review letter, and within thirty (30) days of any subsequent review letter(s), if any. Implementation of the LTCP shall be as indicated by IEPA in writing or other enforceable mechanism.

2. A public notification program in accordance with Section II.B.8 of the federal CSO Control Policy of 1994 shall be developed employing a process that actively informs the affected public. The program shall include at a minimum public notification of CSO occurrences and CSO impacts, with consideration given to including mass media and/or Internet notification. The Permittee shall post and maintain signs in waters likely to be impacted by CSO discharges at the point of discharge and at points where these waters are used for primary contact recreation. The signs message should be visible from both shoreline and water vessel approach (if appropriate), respectively. Provisions shall be made to include modifications of the program when necessary and notification to any additional member of the affected public. The program shall be presented to the general public at a public information meeting conducted by the Permittee. The Permittee shall conduct the public information meeting providing a summary and status of the CSO control program annually during the term of this Permit. The Permittee shall submit documentation that the public information meeting was held, shall submit a summary of all significant issues raised by the public and the Permittee's response to each issue and shall identify any modifications to the program as a result of the public information meeting within 60 days of holding the public meeting. The Permittee shall submit copies of the public notification program to the IEPA upon written request.

3. If any of the CSO discharge points listed in this Special Condition are eliminated, or if additional CSO discharge points, not listed in this Special Condition, are discovered, the Permittee shall notify the IEPA in writing within one (1) month of the respective outfall elimination or discovery. Such notification shall be in the form of a request for the appropriate modification of this NPDES Permit.

H. Summary of Compliance Dates in this CSO Special Condition

1. a. The following summarizes the dates that submittals contained in this Special Condition are due at the IEPA (unless otherwise indicated):

Submission of CSO Monitoring Data (Paragraph A.1)	25th of every month
Submission of Revised CSO O&M Plan (Paragraph E.1)	1 month from revision date
Elimination of a CSO or Discovery of Additional CSO Locations (Paragraph G.3)	1 month from discovery or elimination
Control (or Justification for No Control) of CSOs to Sensitive Areas (Paragraph D.1)	6 months from the effective date of this Permit
Certification of Sewer Use Ordinance Review (Paragraph F.1)	6 months from the effective date of this Permit
Conduct Pollution Prevention, and PN Public Information Meeting (Paragraphs C.1 and G.2) **No Submittal Due with this Milestone**	Annually
Conduct OMP Public Information Meeting (Paragraph E.1) **No Submittal Due with this Milestone**	9 months from the effective date of this Permit
Submit Pollution Prevention Certification and OMP Certification (Paragraphs C.1 and E.1)	12 months from the effective date of this Permit
Submit PN Information Meeting Summary (Paragraph G.2)	60 days after the public meeting
Submit Revised CSO Long-Term Control Plan (Paragraph G.1)	36 months from the effective date of this Permit

All submittals listed in this Special Condition can be mailed to the following address:

Special Conditions

Illinois Environmental Protection Agency
Division of Water Pollution Control
1021 North Grand Avenue East
Post Office Box 19276
Springfield, Illinois 62794-9276

Attention: CSO Coordinator, Compliance Assurance Section

All submittals hand carried shall be delivered to 1021 North Grand Avenue East.

I. Reopening and Modifying this Permit

1. The IEPA may initiate a modification for this Permit at any time to include requirements and compliance dates which have been submitted in writing by the Permittee and approved by the IEPA, or other requirements and dates which are necessary to carry out the provisions of the Illinois Environmental Protection Act, the Clean Water Act, or regulations promulgated under those Acts. Public Notice of such modifications and opportunity for public hearing shall be provided.

SPECIAL CONDITION 2. This Permit may be modified to include different final effluent limitations or requirements which are consistent with applicable laws and regulations. The IEPA will public notice the permit modification.

SPECIAL CONDITION 3. The IEPA may request in writing submittal of operational information in a specified form and at a required frequency at any time during the effective period of this permit.

SPECIAL CONDITION 4. The effluent, alone or in combination with other sources, shall not cause or contribute to a violation of any applicable water quality standard outlined in 35 Ill. Adm. Code 302 and 303.

SPECIAL CONDITION 5. Consistent with the permit modification procedures in 40 CFR 122.62 and 63, this Permit may be modified to include requirements for the Permittee on a continuing basis to evaluate and detail its efforts to effectively control sources of infiltration and inflow into the sewer system and to submit reports to the IEPA if necessary.

SPECIAL CONDITION 6. The Permittee shall record monitoring results on Discharge Monitoring Report (DMR) electronic forms using one such form for each outfall each month.

In the event that an outfall does not discharge during a monthly reporting period, the DMR Form shall be submitted with no discharge indicated.

The Permittee is required to submit electronic DMRs (NetDMRs) instead of mailing paper DMRs to the IEPA unless a waiver has been granted by the Agency. More information, including registration information for the NetDMR program, can be obtained on the IEPA website, https:www2.illinois.gov/epa/topics/water-quality/surface-water/netdmr/pages/quick-answer-guide.aspx.

The completed Discharge Monitoring Report forms shall be submitted to IEPA no later than the 25th day of the following month, unless otherwise specified by the permitting authority.

Permittees that have been granted a waiver shall mail Discharge Monitoring Reports with an original signature to the IEPA at the following address:

Illinois Environmental Protection Agency
Division of Water Pollution Control
Attention: Compliance Assurance Section, Mail Code # 19
1021 North Grand Avenue East
Post Office Box 19276
Springfield, Illinois 62794-9276

SPECIAL CONDITION 7. The Permittee shall work towards the goals of achieving no discharges from sanitary sewer overflows or basement back-ups and ensuring that overflows or back-ups, when they do occur do not cause or contribute to violations of applicable standards or cause impairment in any adjacent receiving water. Overflows from sanitary sewers are expressly prohibited by this permit, Section 301(a) of the Clean Water Act and by Ill. Adm. Code 306.304. As part of the process to ultimately achieve compliance through the elimination of and mitigating any adverse impacts of any such overflows, the Permittee shall (A) identify and report to IEPA all SSOs

that do occur, and (B) develop, implement and submit to the IEPA a Capacity, Management, Operations, and Maintenance (CMOM) plan which includes an Asset Management strategy within 24 months of the effective date of this Permit or review and revise any existing plan accordingly. The Permittee shall modify the Plan to incorporate any comments that it receives from IEPA and shall implement the modified plan as soon as possible. The Permittee should work as appropriate, in consultation with affected authorities at the local, county, and/or state level to develop the plan components involving third party notification of overflow events. The Permittee may be required to construct additional sewage transport and/or treatment facilities in future permits or other enforceable documents should the implemented CMOM plan indicate that the Permittee's facilities are not capable of conveying and treating the flow for which they are designed.

The CMOM plan shall include the following elements:

A. Measures and Activities:

1. A complete map and system inventory for the collection system owned and operated by the Permittee;
2. Organizational structure; budgeting; training of personnel; legal authorities; schedules for maintenance, sewer system cleaning, and preventative rehabilitation; checklists, and mechanisms to ensure that preventative maintenance is performed on equipment owned and operated by the Permittee;
3. Documentation of unplanned maintenance;
4. An assessment of the capacity of the collection and treatment system owned and operated by the Permittee at critical junctions and immediately upstream of locations where overflows and backups occur or are likely to occur; use flow monitoring and/or sewer hydraulic modeling, as necessary;
5. Identification and prioritization of structural deficiencies in the system owned and operated by the Permittee; Include preventative maintenance programs to prevent and/or eliminate collection system blockages from roots or grease, and prevent corrosion or negative effects of hydrogen sulfide which may be generated within the collection system;
6. Operational control, including documented system control procedures, scheduled inspections and testing; list of scheduled frequency of cleaning (and televising as necessary) of sewers;
7. The Permittee shall develop and implement an Asset Management strategy to ensure the long-term sustainability of the collection system. Asset Management shall be used to assist the Permittee in making decisions on when it is most appropriate to repair, replace or rehabilitate particular assets and develop long-term funding strategies; and
8. Asset Management shall include but is not limited to the following elements:
    a. Asset Inventory and State of the Asset;
    b. Level of Service;
    c. Critical Asset Identification;
    d. Life Cycle Cost; and
    e. Long-Term Funding Strategy.

B. Design and Performance Provisions:

1. Monitor the effectiveness of CMOM;
2. Upgrade the elements of the CMOM plan as necessary; and
3. Maintain a summary of CMOM activities.

C. Overflow Response Plan:

1. Know where overflows and back-ups within the facilities owned and operated by the Permittee occur;
2. Respond to each overflow or back-up to determine additional actions such as clean up;
3. Locations where basement back-ups and/or sanitary sewer overflows occur shall be evaluated as soon as practicable for excessive inflow/infiltration, obstructions or other causes of overflows or back-ups as set forth in the System Evaluation Plan;
4. Identify the root cause of the overflow or basement backup, and document to files; and
5. Identify actions or remediation efforts to reduce risk of reoccurrence of these overflows or basement backups in the future, and document to files.

D. System Evaluation Plan:

1. Summary of existing SSO and Excessive I/I areas in the system and sources of contribution;
2. Evaluate plans to reduce I/I and eliminate SSOs;
3. Evaluate the effectiveness and performance in efforts to reduce excessive I/I in the collection system;
4. Special provisions for Pump Stations and force mains and other unique system components; and

5. Construction plans and schedules for correction.

E. Reporting and Monitoring Requirements:

1. Program for SSO detection and reporting; and
2. Program for tracking and reporting basement back-ups, including general public complaints.

F. Third Party Notice Plan:

1. Describes how, under various overflow scenarios, the public, as well as other entities, would be notified of overflows within the Permittee's system that may endanger public health, safety or welfare;
2. Identifies overflows within the Permittee's system that would be reported, giving consideration to various types of events including events with potential widespread impacts;
3. Identifies who shall receive the notification;
4. Identifies the specific information that would be reported including actions that will be taken to respond to the overflow;
5. Includes a description of the lines of communication; and
6. Includes the identities and contact information of responsible POTW officials and local, county, and/or state level officials.

For additional information concerning USEPA CMOM guidance and Asset Management please refer to the following web site addresses. http://www.epa.gov/npdes/pubs/cmom_guide_for_collection_systems.pdf and http://water.epa.gov/type/watersheds/wastewater/upload/guide_smallsystems_assetmanagement_bestpratices.pdf

SPECIAL CONDITION 8. During January of each year the Permittee shall submit annual fiscal data regarding sewerage system operations to the Illinois Environmental Protection Agency/Division of Water Pollution Control/Compliance Assurance Section. The Permittee may use any fiscal year period provided the period ends within twelve (12) months of the submission date.

Submission shall be on forms provided by IEPA titled "Fiscal Report Form For NPDES Permittees".

SPECIAL CONDITION 9. The provisions of 40 CFR Section 122.41 (m) & (n) are incorporated herein by reference.

SPECIAL CONDITION 10. Schedule of Compliance with Final Effluent Limitations

Project Description: Separation of Storm and Sanitary Sewers

The Permittee shall achieve compliance with the final effluent limitations as specified in this Permit for Discharge Number(s) 014, 015, and 019 (A, B, &C) by completion of the project described above in accordance with the following compliance schedule:

ITEM	COMPLETION DATE
Separation Phase 2	April 30, 2022
Separation Phase 3	April 30, 2023
Separation Phase 4	April 30, 2024
Separation Phase 5	April 30, 2026
Separation Phase 8	April 30, 2028
Separation Phase 9	April 30, 2030

Interim Progress Reports shall also be submitted semiannually, beginning six months after the effective date of this permit until completion of construction of the final phase listed above.

This Permit may be modified, with Public Notice, to include revised compliance dates set out in this Permit.

Special Conditions

In addition, the IEPA may initiate a modification of the compliance schedule set out in this Permit at any time, to include other dates which are necessary to carry out the provisions of the Illinois Environmental Protection Act, the Federal Clean Water Act or regulations promulgated under those Acts. Public Notice of such modification and opportunity for public hearing shall be provided.

Reporting

The Permittee shall submit a report no later than fourteen (14) days following the completion dates indicated for each lettered item in the compliance schedule, indicating, a) the date the item was completed, or b) that the item was not completed. All reports shall be submitted to IEPA at the following address:

Illinois Environmental Protection Agency
Division of Water Pollution Control
Attention: Compliance Assurance Section, Mail Code #19
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276

Attachment H

Standard Conditions

Definitions

Act means the Illinois Environmental Protection Act, 415 ILCS 5 as Amended.

Agency means the Illinois Environmental Protection Agency.

Board means the Illinois Pollution Control Board.

Clean Water Act (formerly referred to as the Federal Water Pollution Control Act) means Pub. L 92-500, as amended. 33 U.S.C. 1251 et seq.

NPDES (National Pollutant Discharge Elimination System) means the national program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements, under Sections 307, 402, 318 and 405 of the Clean Water Act.

USEPA means the United States Environmental Protection Agency.

Daily Discharge means the discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, the "daily discharge" is calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations expressed in other units of measurements, the "daily discharge" is calculated as the average measurement of the pollutant over the day.

Maximum Daily Discharge Limitation (daily maximum) means the highest allowable daily discharge.

Average Monthly Discharge Limitation (30 day average) means the highest allowable average of daily discharges over a calendar month, calculated as the sum of all daily discharges measured during a calendar month divided by the number of daily discharges measured during that month.

Average Weekly Discharge Limitation (7 day average) means the highest allowable average of daily discharges over a calendar week, calculated as the sum of all daily discharges measured during a calendar week divided by the number of daily discharges measured during that week.

Best Management Practices (BMPs) means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the State. BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

Aliquot means a sample of specified volume used to make up a total composite sample.

Grab Sample means an individual sample of at least 100 milliliters collected at a randomly-selected time over a period not exceeding 15 minutes.

24-Hour Composite Sample means a combination of at least 8 sample aliquots of at least 100 milliliters, collected at periodic intervals during the operating hours of a facility over a 24-hour period.

8-Hour Composite Sample means a combination of at least 3 sample aliquots of at least 100 milliliters, collected at periodic intervals during the operating hours of a facility over an 8-hour period.

Flow Proportional Composite Sample means a combination of sample aliquots of at least 100 milliliters collected at periodic intervals such that either the time interval between each aliquot or the volume of each aliquot is proportional to either the stream flow at the time of sampling or the total stream flow since the collection of the previous aliquot.

(1) **Duty to comply.** The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Act and is grounds for enforcement action, permit termination, revocation and reissuance, modification, or for denial of a permit renewal application. The permittee shall comply with effluent standards or prohibitions established under Section 307(a) of the Clean Water Act for toxic pollutants within the time provided in the regulations that establish these standards or prohibitions, even if the permit has not yet been modified to incorporate the requirements.

(2) **Duty to reapply.** If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for and obtain a new permit. If the permittee submits a proper application as required by the Agency no later than 180 days prior to the expiration date, this permit shall continue in full force and effect until the final Agency decision on the application has been made.

(3) **Need to halt or reduce activity not a defense.** It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

(4) **Duty to mitigate.** The permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment.

(5) **Proper operation and maintenance.** The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with conditions of this permit. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality assurance procedures. This provision requires the operation of back-up, or auxiliary facilities, or similar systems only when necessary to achieve compliance with the conditions of the permit.

(6) **Permit actions.** This permit may be modified, revoked and reissued, or terminated for cause by the Agency pursuant to 40 CFR 122.62 and 40 CFR 122.63. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition.

(7) **Property rights.** This permit does not convey any property rights of any sort, or any exclusive privilege.

(8) **Duty to provide information.** The permittee shall furnish to the Agency within a reasonable time, any information which the Agency may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with the permit. The permittee shall also furnish to the Agency upon request, copies of records required to be kept by this permit.

(9) **Inspection and entry.** The permittee shall allow an authorized representative of the Agency or USEPA (including an authorized contractor acting as a representative of the Agency or USEPA), upon the presentation of credentials and other documents as may be required by law, to:

(a) Enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records

must be kept under the conditions of this permit;
(b) Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;
(c) Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and
(d) Sample or monitor at reasonable times, for the purpose of assuring permit compliance, or as otherwise authorized by the Act, any substances or parameters at any location.

(10) **Monitoring and records.**
(a) Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.
(b) The permittee shall retain records of all monitoring information, including all calibration and maintenance records, and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this permit, and records of all data used to complete the application for this permit, for a period of at least 3 years from the date of this permit, measurement, report or application. Records related to the permittee's sewage sludge use and disposal activities shall be retained for a period of at least five years (or longer as required by 40 CFR Part 503). This period may be extended by request of the Agency or USEPA at any time.
(c) Records of monitoring information shall include:
(1) The date, exact place, and time of sampling or measurements;
(2) The individual(s) who performed the sampling or measurements;
(3) The date(s) analyses were performed;
(4) The individual(s) who performed the analyses;
(5) The analytical techniques or methods used; and
(6) The results of such analyses.
(d) Monitoring must be conducted according to test procedures approved under 40 CFR Part 136, unless other test procedures have been specified in this permit. Where no test procedure under 40 CFR Part 136 has been approved, the permittee must submit to the Agency a test method for approval. The permittee shall calibrate and perform maintenance procedures on all monitoring and analytical instrumentation at intervals to ensure accuracy of measurements.

(11) **Signatory requirement.** All applications, reports or information submitted to the Agency shall be signed and certified.
(a) **Application.** All permit applications shall be signed as follows:
(1) For a corporation: by a principal executive officer of at least the level of vice president or a person or position having overall responsibility for environmental matters for the corporation;
(2) For a partnership or sole proprietorship: by a general partner or the proprietor, respectively; or
(3) For a municipality, State, Federal, or other public agency: by either a principal executive officer or ranking elected official.
(b) **Reports.** All reports required by permits, or other information requested by the Agency shall be signed by a person described in paragraph (a) or by a duly authorized representative of that person. A person is a duly authorized representative only if:
(1) The authorization is made in writing by a person described in paragraph (a); and
(2) The authorization specifies either an individual or a position responsible for the overall operation of the facility, from which the discharge originates, such as a plant manager, superintendent or person of equivalent responsibility; and
(3) The written authorization is submitted to the Agency.
(c) **Changes of Authorization.** If an authorization under (b) is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of (b) must be submitted to the Agency prior to or together with any reports, information, or applications to be signed by an authorized representative.
(d) **Certification.** Any person signing a document under paragraph (a) or (b) of this section shall make the following certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

(12) **Reporting requirements.**
(a) **Planned changes.** The permittee shall give notice to the Agency as soon as possible of any planned physical alterations or additions to the permitted facility.
Notice is required when:
(1) The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source pursuant to 40 CFR 122.29 (b); or
(2) The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are subject neither to effluent limitations in the permit, nor to notification requirements pursuant to 40 CFR 122.42 (a)(1).
(3) The alteration or addition results in a significant change in the permittee's sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan.
(b) **Anticipated noncompliance.** The permittee shall give advance notice to the Agency of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements.
(c) **Transfers.** This permit is not transferable to any person except after notice to the Agency.
(d) **Compliance schedules.** Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule of this permit shall be submitted no later than 14 days following each schedule date.
(e) **Monitoring reports.** Monitoring results shall be reported at the intervals specified elsewhere in this permit.
(1) Monitoring results must be reported on a Discharge Monitoring Report (DMR).
(2) If the permittee monitors any pollutant more frequently than required by the permit, using test procedures approved under 40 CFR 136 or as specified in the permit, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR.
(3) Calculations for all limitations which require averaging of measurements shall utilize an arithmetic mean unless otherwise specified by the Agency in the permit.

(f) **Twenty-four hour reporting.** The permittee shall report any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24-hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within 5 days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and time; and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance. The following shall be included as information which must be reported within 24-hours:

(1) Any unanticipated bypass which exceeds any effluent limitation in the permit.

(2) Any upset which exceeds any effluent limitation in the permit.

(3) Violation of a maximum daily discharge limitation for any of the pollutants listed by the Agency in the permit or any pollutant which may endanger health or the environment.

The Agency may waive the written report on a case-by-case basis if the oral report has been received within 24-hours.

(g) **Other noncompliance.** The permittee shall report all instances of noncompliance not reported under paragraphs (12) (d), (e), or (f), at the time monitoring reports are submitted. The reports shall contain the information listed in paragraph (12) (f).

(h) **Other information.** Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application, or in any report to the Agency, it shall promptly submit such facts or information.

(13) **Bypass.**

(a) Definitions.

(1) Bypass means the intentional diversion of waste streams from any portion of a treatment facility.

(2) Severe property damage means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

(b) Bypass not exceeding limitations. The permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of paragraphs (13)(c) and (13)(d).

(c) Notice.

(1) Anticipated bypass. If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible at least ten days before the date of the bypass.

(2) Unanticipated bypass. The permittee shall submit notice of an unanticipated bypass as required in paragraph (12)(f) (24-hour notice).

(d) Prohibition of bypass.

(1) Bypass is prohibited, and the Agency may take enforcement action against a permittee for bypass, unless:

(i) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;

(ii) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and

(iii) The permittee submitted notices as required under paragraph (13)(c).

(2) The Agency may approve an anticipated bypass, after considering its adverse effects, if the Agency determines that it will meet the three conditions listed above in paragraph (13)(d)(1).

(14) **Upset.**

(a) Definition. Upset means an exceptional incident in which there is unintentional and temporary noncompliance with technology based permit effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

(b) Effect of an upset. An upset constitutes an affirmative defense to an action brought for noncompliance with such technology based permit effluent limitations if the requirements of paragraph (14)(c) are met. No determination made during administrative review of claims that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to judicial review.

(c) Conditions necessary for a demonstration of upset. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:

(1) An upset occurred and that the permittee can identify the cause(s) of the upset;

(2) The permitted facility was at the time being properly operated; and

(3) The permittee submitted notice of the upset as required in paragraph (12)(f)(2) (24-hour notice).

(4) The permittee complied with any remedial measures required under paragraph (4).

(d) Burden of proof. In any enforcement proceeding the permittee seeking to establish the occurrence of an upset has the burden of proof.

(15) **Transfer of permits.** Permits may be transferred by modification or automatic transfer as described below:

(a) Transfers by modification. Except as provided in paragraph (b), a permit may be transferred by the permittee to a new owner or operator only if the permit has been modified or revoked and reissued pursuant to 40 CFR 122.62 (b) (2), or a minor modification made pursuant to 40 CFR 122.63 (d), to identify the new permittee and incorporate such other requirements as may be necessary under the Clean Water Act.

(b) Automatic transfers. As an alternative to transfers under paragraph (a), any NPDES permit may be automatically transferred to a new permittee if:
  (1) The current permittee notifies the Agency at least 30 days in advance of the proposed transfer date;
  (2) The notice includes a written agreement between the existing and new permittees containing a specified date for transfer of permit responsibility, coverage and liability between the existing and new permittees; and
  (3) The Agency does not notify the existing permittee and the proposed new permittee of its intent to modify or revoke and reissue the permit. If this notice is not received, the transfer is effective on the date specified in the agreement.

(16) All manufacturing, commercial, mining, and silvicultural dischargers must notify the Agency as soon as they know or have reason to believe:
  (a) That any activity has occurred or will occur which would result in the discharge of any toxic pollutant identified under Section 307 of the Clean Water Act which is not limited in the permit, if that discharge will exceed the highest of the following notification levels:
    (1) One hundred micrograms per liter (100 ug/l);
    (2) Two hundred micrograms per liter (200 ug/l) for acrolein and acrylonitrile; five hundred micrograms per liter (500 ug/l) for 2,4-dinitrophenol and for 2-methyl-4,6 dinitrophenol; and one milligram per liter (1 mg/l) for antimony.
    (3) Five (5) times the maximum concentration value reported for that pollutant in the NPDES permit application; or
    (4) The level established by the Agency in this permit.
  (b) That they have begun or expect to begin to use or manufacture as an intermediate or final product or byproduct any toxic pollutant which was not reported in the NPDES permit application.

(17) All Publicly Owned Treatment Works (POTWs) must provide adequate notice to the Agency of the following:
  (a) Any new introduction of pollutants into that POTW from an indirect discharge which would be subject to Sections 301 or 306 of the Clean Water Act if it were directly discharging those pollutants; and
  (b) Any substantial change in the volume or character of pollutants being introduced into that POTW by a source introducing pollutants into the POTW at the time of issuance of the permit.
  (c) For purposes of this paragraph, adequate notice shall include information on (i) the quality and quantity of effluent introduced into the POTW, and (ii) any anticipated impact of the change on the quantity or quality of effluent to be discharged from the POTW.

(18) If the permit is issued to a publicly owned or publicly regulated treatment works, the permittee shall require any industrial user of such treatment works to comply with federal requirements concerning:
  (a) User charges pursuant to Section 204 (b) of the Clean Water Act, and applicable regulations appearing in 40 CFR 35;
  (b) Toxic pollutant effluent standards and pretreatment standards pursuant to Section 307 of the Clean Water Act; and
  (c) Inspection, monitoring and entry pursuant to Section 308 of the Clean Water Act.

(19) If an applicable standard or limitation is promulgated under Section 301(b)(2)(C) and (D), 304(b)(2), or 307(a)(2) and that effluent standard or limitation is more stringent than any effluent limitation in the permit, or controls a pollutant not limited in the permit, the permit shall be promptly modified or revoked, and reissued to conform to that effluent standard or limitation.

(20) Any authorization to construct issued to the permittee pursuant to 35 Ill. Adm. Code 309.154 is hereby incorporated by reference as a condition of this permit.

(21) The permittee shall not make any false statement, representation or certification in any application, record, report, plan or other document submitted to the Agency or the USEPA, or required to be maintained under this permit.

(22) The Clean Water Act provides that any person who violates a permit condition implementing Sections 301, 302, 306, 307, 308, 318, or 405 of the Clean Water Act is subject to a civil penalty not to exceed $25,000 per day of such violation. Any person who willfully or negligently violates permit conditions implementing Sections 301, 302, 306, 307, 308, 318 or 405 of the Clean Water Act is subject to a fine of not less than $2,500 nor more than $25,000 per day of violation, or by imprisonment for not more than one year, or both.
Additional penalties for violating these sections of the Clean Water Act are identified in 40 CFR 122.41 (a)(2) and (3).

(23) The Clean Water Act provides that any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit shall, upon conviction, be punished by a fine of not more than $10,000, or by imprisonment for not more than 2 years, or both. If a conviction of a person is for a violation committed after a first conviction of such person under this paragraph, punishment is a fine of not more than $20,000 per day of violation, or by imprisonment of not more than 4 years, or both.

(24) The Clean Water Act provides that any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or non-compliance shall, upon conviction, be punished by a fine of not more than $10,000 per violation, or by imprisonment for not more than 6 months per violation, or by both.

(25) Collected screening, slurries, sludges, and other solids shall be disposed of in such a manner as to prevent entry of those wastes (or runoff from the wastes) into waters of the State. The proper authorization for such disposal shall be obtained from the Agency and is incorporated as part hereof by reference.

(26) In case of conflict between these standard conditions and any other condition(s) included in this permit, the other condition(s) shall govern.

(27) The permittee shall comply with, in addition to the requirements of the permit, all applicable provisions of 35 Ill. Adm. Code, Subtitle C, Subtitle D, Subtitle E, and all applicable orders of the Board or any court with jurisdiction.

(28) The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit is held invalid, the remaining provisions of this permit shall continue in full force and effect.

United States Environmental Protection Agency | Office of Enforcement and Compliance Assurance | September 2015

Final NPDES Electronic Reporting Rule

On 24 September 2015, Administrator Gina McCarthy signed the final National Pollutant Discharge Elimination System (NPDES) Electronic Reporting Rule for publication in the Federal Register. The publication of this rule is the latest step in an extensive multi-year outreach effort with EPA's state, tribal and territorial partners. This rule will replace most paper-based Clean Water Act (CWA) NPDES permitting and compliance monitoring reporting requirements with electronic reporting.

Purpose of the Final Rule

This final rule is designed to save authorized state, tribe, or territorial NPDES programs considerable resources, make reporting easier for NPDES-regulated entities, streamline permit renewals, ensure full exchange of basic NPDES permit data between states and EPA, improve environmental decision-making, and better protect human health and the environment.

This final rule requires that NPDES regulated entities electronically submit the following permit and compliance monitoring information instead of using paper reports:

- Discharge Monitoring Reports (DMRs);
- Notices of Intent to discharge in compliance with a general permit; and
- Program reports.

Authorized NPDES programs will also electronically submit NPDES program data to EPA to ensure that there is consistent and complete reporting nationwide, and to expedite the collection and processing of the data, thereby making it more accurate and timely. Importantly, while the rule changes the method by which information is provided (i.e., electronic rather than paper-based), it does not increase the amount of information required from NPDES regulated entities facilities under existing regulations.

Overview of Benefits

EPA anticipates that the final rule will save significant resources for states, tribes, and territories as well as EPA and NPDES permittees, while resulting in a more complete, accurate, and nationally-consistent set of data about the NPDES program. With full implementation (5 years after the effective date), the anticipated savings are:

- Authorized State NPDES programs: $22.6 million annually,
- NPDES regulated entities: $0.5 million annually, and
- EPA: $1.2 million annually.

As an example demonstrating the benefits of electronic reporting is the State of Ohio's electronic reporting program for Discharge Monitoring Reports, which has a 99.9 percent adoption rate. This program has increased data quality and improved environmental protection, while also saving significant time and resources (e.g., Ohio was able to shift resources from five full-time staff to less than one to support the DMR program). The benefits of this final rule should allow NPDES-authorized programs in states, tribes, and territories to shift precious resources from data management activities to those more targeted to solving water quality issues.

Separate from this rulemaking, to promote transparency and accountability, EPA intends to make this more complete set of data available to the public, providing communities and citizens with information on facility and government performance. This can serve to elevate the importance of permitting and compliance information and environmental performance within regulated entities, providing opportunities for them to quickly address any potential environmental problems.

The final rule will also lighten the reporting burden currently placed on the states. Upon successful implementation, the final rule would provide states with regulatory relief from reporting associated with the Quarterly Non-Compliance Report, the Annual Non-Compliance Report, the Semi-Annual Statistical Summary Report, and the biosolids information required to be submitted to EPA annually by states.

Implementation

EPA will phase in the requirements of the rule over a five year period following the effective date of the final rule.

Phase 1 – One year after effective date of final rule

In Phase 1, EPA will begin to electronically receive information from authorized states, tribes, and territories regarding inspections, violation determinations, and enforcement actions. EPA, states, tribes, and territories will electronically receive Discharge Monitoring Report (DMR) information from NPDES permittees – the largest volume of data for the NPDES program. Also included in Phase 1 are the Sewage Sludge/Biosolids Annual Program Reports for the 42 states where EPA implements the Federal Biosolids Program.

Additionally, one year after the effective date of the final rule, authorized NPDES programs will submit an implementation plan for meeting the Phase 2 data requirements for EPA to review.

Phase 2—Five years after effective date of final rule

For Phase 2, EPA and authorized state NPDES programs have five years to begin electronically collecting, managing, and sharing the remaining set of NPDES program information. This information includes: general permit reports (e.g. Notice of Intent to be covered (NOI); Notice of Termination (NOT); No Exposure Certification (NOE); Low Erosivity Waiver and Other Waivers from Stormwater Controls (LEW)); Sewage Sludge/Biosolids Annual Program Report (where the state is

the authorized NPDES biosolids program); and all other remaining NPDES program reports. These program reports include:

- Sewage Sludge/Biosolids Annual Program Reports [40 CFR 503] (for the 8 states that implement the Federal Biosolids Program)
- Concentrated Animal Feeding Operation (CAFO) Annual Program Reports [40 CFR 122.42(e)(4)]
- Municipal Separate Storm Sewer System (MS4) Program Reports [40 CFR 122.34(g)(3) and 122.42(c)]
- Pretreatment Program Reports [40 CFR 403.12(i)]
- Significant Industrial User Compliance Reports in Municipalities Without Approved Pretreatment Programs [40 CFR 403.12(e) and (h)]
- Sewer Overflow/Bypass Event Reports [40 CFR 122.41(l)(4), (l)(6) and (7), (m)(3)]
- CWA Section 316(b) Annual Reports [40 CFR 125 Subpart J]

How the final rule addresses comments

In response to concerns about implementation raised during the comment periods, the final rule provides authorized NPDES programs more flexibility to implement the final rule by providing them up to three additional years to electronically collect, manage, and share their data. Authorized NDPES Programs will also have more flexibility in how they can grant electronic reporting waivers.

Further Information

For additional information, please contact Messrs. John Dombrowski, Director, Enforcement Targeting and Data Division (202-566-0742) or Carey A. Johnston (202-566-1014), Office of Compliance (mail code 2222A), Environmental Protection Agency, 1200 Pennsylvania Avenue, N.W., Washington, DC, 20460; e-mail addresses: dombrowkski.john@epa.gov or johnston.carey@epa.gov.

Useful Final Rule Link:

Email sign up for outreach events
https://public.govdelivery.com/accounts/USAEPAOECA/subscriber/new?

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 · (217) 782-3397
JB PRITZKER, GOVERNOR JOHN J. KIM, DIRECTOR

217/782-0610

October 24, 2019

City of Bloomington
ATTN: Engineering Division
P.O. Box 3157
Bloomington, Illinois 61702

Re: City of Bloomington
City of Bloomington - CSO
NPDES Permit No. IL0072001
Bureau ID W1130200058
Public Notice Permit

Gentlemen:

Please post the attached Public Notice for the subject discharge for at least a period of thirty days from the date on the Notice in a conspicuous place on your premises.

We have enclosed a copy of the draft NPDES permit on which this official Public Notice is based. If you wish to comment on the draft permit, please do so within 30 days of the Public Notice date. If there are any questions, please contact Corey Branson at the indicated telephone number and address.

Thank you for your cooperation.

Sincerely,

[redacted]

Amy L. Dragovich, P.E.
Manager, Permit Section
Division of Water Pollution Control

ALD:CWB:19092601.cwb

Attachments: Draft Permit, Public Notice/Fact Sheet

cc: Records Unit
Champaign FOS

NPDES Permit No. IL0072001

Notice No. CWB:19092601.cwb

Public Notice Beginning Date: **October 24, 2019**

Public Notice Ending Date: **November 25, 2019**

National Pollutant Discharge Elimination System (NPDES)
Permit Program

PUBLIC NOTICE/FACT SHEET
of
Draft Modified NPDES Permit to Discharge into Waters of the State

Public Notice/Fact Sheet Issued By:

Illinois EPA
Division of Water Pollution Control
Permit Section
1021 North Grand Avenue East
Post Office Box 19276
Springfield, Illinois 62794-9276
217/782-0610

Name and Address of Discharger:

City of Bloomington
P. O. Box 3157
Bloomington, Illinois 61702

Name and Address of Facility:

Bloomington CSOs
Bloomington, Illinois
(McLean County)

The Illinois Environmental Protection Agency (IEPA) has made a tentative determination to issue a NPDES Permit to discharge into the waters of the state and has prepared a draft Permit and associated fact sheet for the above named discharger. The Public Notice period will begin and end on the dates indicated in the heading of this Public Notice/Fact Sheet. All comments on the draft Permit and requests for hearing must be received by the IEPA by U.S. Mail, carrier mail or hand delivered by the Public Notice Ending Date. Interested persons are invited to submit written comments on the draft Permit to the IEPA at the above address. Commentors shall provide his or her name and address and the nature of the issues proposed to be raised and the evidence proposed to be presented with regards to those issues. Commentors may include a request for public hearing. Persons submitting comments and/or requests for public hearing shall also send a copy of such comments or requests to the Permit applicant. The NPDES Permit and notice numbers must appear on each comment page.

The application, engineer's review notes including load limit calculations, Public Notice/Fact Sheet, draft Permit, comments received, and other documents are available for inspection and may be copied at the IEPA between 9:30 a.m. and 3:30 p.m. Monday through Friday when scheduled by the interested person.

If written comments or requests indicates a significant degree of public interest in the draft Permit, the permitting authority may, at its discretion, hold a public hearing. Public notice will be given 45 days before any public hearing. Response to comments will be provided when the final Permit is issued. For further information, please call Corey Branson at 217/782-0610.

The following water quality and effluent standards and limitations were applied to the discharge:

Title 35: Environmental Protection, Subtitle C: Water Pollution, Chapter I: Pollution Control Board and the Clean Water Act were applied in determining the applicable standards, limitations and conditions contained in the draft Permit.

The applicant is engaged in operating combined sewer overflows for the City of Bloomington.

The length of the Permit is approximately 5 years.

This Permit includes Discharge Numbers 014, 015 and 019. The seven day once in ten year low flow (7Q10) of the receiving streams, Sugar Creek Country Club Branch and Goose Creek, are all 0 cfs.

The flow from these discharges is intermittent based on precipitation events.

This permit is being modified in the following manner:

1. Modifying the compliance dates for phases 2 and 3 of the sewer separation project in Special Condition 10.
2. Modifying the language in Special Condition 6 to current language.

Comments will be accepted on the modifications listed above.

The following information identifies the discharge point, receiving stream and stream classifications:

Outfall	Receiving Stream	Latitude	Longitude	Stream Classification	Integrity Rating
014	Sugar Creek Country Club Branch	40° 29' 12" North	88_ 58' 39" West	General Use	Not Rated
015	Sugar Creek Country Club Branch	40° 29' 6" North	88_ 58' 33" West	General Use	Not Rated
019 (A,B,&C)	Goose Creek	40° 27' 38" North	88_ 59' 38" West	General Use	Not Rated

This Permit authorizes discharge from 5 CSOs in accordance with 35 Ill. Adm. Code 306.305 and PCB Order 84-40, dated June 29, 1984 into the following waters:

Sugar Creek Country Club Branch and Goose Creek.

The stream segment(s) receiving the discharge from Outfalls 014, 015 and 019(A,B,&C) are not on the 303(d) list of impaired waters.

To assist you further in identifying the location of the discharge(s) please see the attached map.

This draft Permit also contains the following requirements as special conditions:

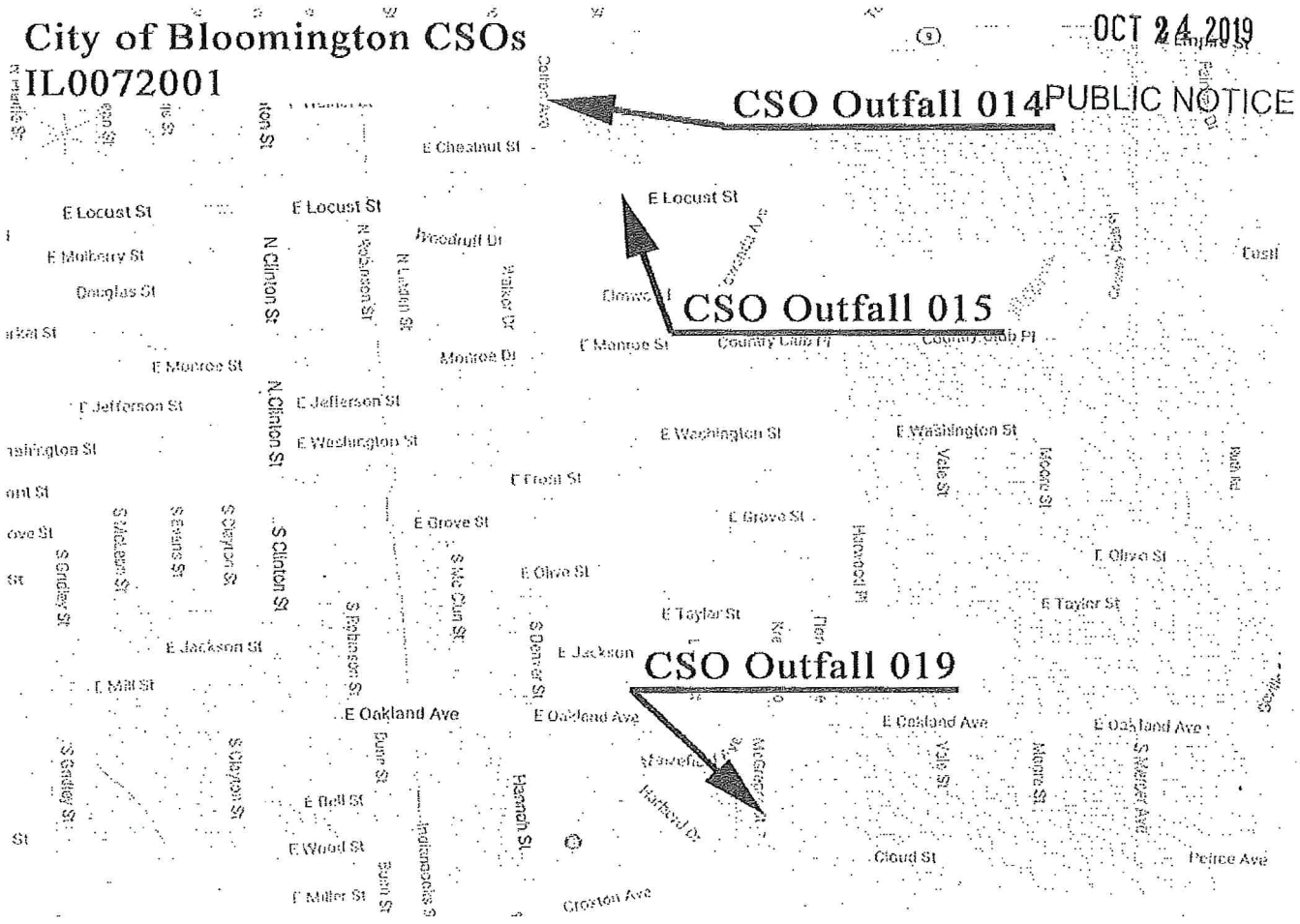
1. An authorization of combined sewer and treatment plant discharges.
2. Reopening of this Permit to include different final effluent limitations.
3. Submission of the operational data in a specified form and at a required frequency at any time during the effective term of this Permit.
4. Prohibition against causing or contributing to violations of water quality standards.
5. Controlling the sources of infiltration and inflow into the sewer system.
6. Recording the monitoring results on Discharge Monitoring Report Forms using one such form for each outfall each month and submitting the forms to IEPA each month.
7. Capacity, Management, Operations and Maintenance (CMOM) requirements.
8. Submission of annual fiscal data.
9. Bypass provisions of 40 CFR Section 122.41 (m) & (n).
10. Compliance Schedule for sewer separation.

DRAFT

OCT 24 2019

PUBLIC NOTICE

City of Bloomington CSOs
IL0072001



DRAFT

OCT 24 2019

PUBLIC NOTICE

NPDES Permit No. IL0072001

Illinois Environmental Protection Agency

Division of Water Pollution Control

1021 North Grand Avenue East

Post Office Box 19276

Springfield, Illinois 62794-9276

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

Modified (NPDES) Permit

Expiration Date: October 31, 2022

Issue Date: October 31, 2017
Effective Date: November 1, 2017
Modification Date:

Name and Address of Permittee:

City of Bloomington
P. O. Box 3157
Bloomington, Illinois 61702

Facility Name and Address:

Bloomington CSOs
Bloomington, Illinois
(McLean County)

Receiving Waters: Sugar Creek Country Club Branch, Goose Creek

In compliance with the provisions of the Illinois Environmental Protection Act, Title 35 of the Ill. Adm. Code, Subtitle C, Chapter I, and the Clean Water Act (CWA), the above-named Permittee is hereby authorized to discharge at the above location to the above-named receiving stream in accordance with the Effluent Limitations, Monitoring, and Reporting requirements; Special Conditions and Attachment H Standard Conditions attached herein.

Permittee is not authorized to discharge after the above expiration date. In order to receive authorization to discharge beyond the expiration date, the Permittee shall submit the proper application as required by the Illinois Environmental Protection Agency (IEPA) not later than 180 days prior to the expiration date.

Amy L. Dragovich, P.E.
Manager, Permit Section
Division of Water Pollution Control

ALD:CWB:19092601.cwb

Special Conditions

SPECIAL CONDITION 1.

AUTHORIZATION OF
COMBINED SEWER AND TREATMENT PLANT DISCHARGES

The IEPA has determined that at least a portion of the collection system consists of combined sewers. References to the collection system and the sewer system refer only to those parts of the system which are owned and operated by the Permittee unless otherwise indicated. The Permittee is authorized to discharge from the overflow(s)/bypass(es) listed below provided the diversion structure is located on a combined sewer and the following terms and conditions are met:

Discharge Number	Location	Receiving Water
014	Colton Avenue CSO	Sugar Creek Country Club Branch
015	Locust Street CSO	Sugar Creek Country Club Branch
019A	Valley CSO	Goose Creek
019B	Valley CSO	Goose Creek
019C	Valley CSO	Goose Creek

A. CSO Monitoring, Reporting and Notification Requirements

1. The Permittee shall monitor the frequency of discharge (number of discharges per month) and estimate the duration (in hours) of each discharge from each outfall listed in this Special Condition. Estimates of storm duration and total rainfall shall be provided for each storm event.

Start Date	Rainfall Duration (hrs.)	Rainfall Amount (in.)	CSO Outfall #	Outfall Description	Estimated Duration of CSO Discharge (hrs.)	Estimated Volume of CSO Discharge (MG)

For frequency reporting, all discharges from the same storm, or occurring within 24 hours, shall be reported as one. The date that a discharge commences shall be recorded for each outfall. Reports shall be in the form specified by the IEPA and on forms provided by the IEPA (e.g., Form IL 532-2471, or updated form of same). These forms shall be submitted to the IEPA monthly with the DMRs and covering the same reporting period as the DMRs. Parameters (other than flow frequency and volume), if required in this Permit, shall be sampled and reported as indicated in the transmittal letter for such report forms.

2. All Submittals listed in this Special Condition can be mailed to the following address:

Illinois Environmental Protection Agency
Division of Water Pollution Control
1021 North Grand Avenue East
Post Office Box 19276
Springfield, Illinois 62794-9276

Attention: CSO Coordinator, Compliance Assurance Section

All submittals hand carried shall be delivered to 1021 North Grand Avenue East.

B. CSO Treatment Requirements

1. All combined sewer overflows shall be given sufficient treatment to prevent pollution and the violation of applicable water quality standards. Sufficient treatment consists of the following:

   a. All dry weather flows, and storm flows, to the extent required by PCB 84-40 and dated June 29, 1984 shall be conveyed to the Bloomington/Normal Water Reclamation District- Main STP for treatment. The terms and conditions of this Board Order are hereby incorporated by reference as if fully set forth herein.

   b. Any additional treatment, necessary to comply with all applicable water quality based requirements of this Permit including, but not limited to, the requirement that discharges from CSOs not cause or contribute to violations of

applicable water quality standards or cause use impairment in the receiving water.

2. All CSO discharges authorized by this Permit shall be treated, in whole or in part, to the extent necessary to prevent accumulations of sludge deposits, floating debris and solids in accordance with 35 Ill. Adm. Code 302.203 and to prevent depression of oxygen levels below the applicable water quality standards.

3. Overflows during dry weather are prohibited. Dry weather overflows shall be reported to the IEPA pursuant to Standard Condition 12(f) of this Permit (24 hour notice).

4. The collection system shall be operated to optimize transport of wastewater flows and to minimize CSO discharges and the treatment system, if applicable, shall be operated to maximize treatment of wastewater flows.

C. CSO Nine Minimum Controls

1. The Permittee shall comply with the nine minimum controls contained in the National CSO Control Policy published in the Federal Register on April 19, 1994. The nine minimum controls are:

   a. Proper operation and maintenance programs for the sewer system and the CSOs;

   b. Maximum use of the collection system for storage;

   c. Review and modification of pretreatment requirements to assure CSO impacts are minimized;

   d. Maximization of flow to the POTW for treatment;

   e. Prohibition of CSOs during dry weather;

   f. Control of solids and floatable materials in CSOs;

   g. Pollution prevention programs which focus on source control activities;

   h. Public notification to ensure that citizens receive adequate information regarding CSO occurrences and CSO impacts; and,

   i. Monitoring to characterize impacts and efficiency of CSO controls.

   A CSO pollution prevention plan (PPP) shall be developed by the Permittee unless one has already been prepared for this collection system. Any previously-prepared PPP shall be reviewed, and revised if necessary, by the Permittee to address the items contained in Chapter 8 of the U.S. EPA guidance document, Combined Sewer Overflows, Guidance For Nine Minimum Controls, and any items contained in previously-sent review documents from the IEPA concerning the PPP. Combined Sewer Overflows, Guidance For Nine Minimum Controls is available on line at http://www.epa.gov/npdes/pubs/owm0030.pdf. The PPP (or revised PPP) shall be presented to the general public at a public information meeting conducted by the Permittee annually during the term of the effective date of this Permit. The Permittee shall submit documentation that the pollution prevention plan complies with the requirements of this Permit and that the public information meeting was held. Such documentation shall be submitted to the IEPA within twelve (12) months of the effective date of this Permit and shall include a summary of all significant issues raised by the public, the Permittee's response to each issue, and two (2) copies of the "CSO Pollution Prevention Plan Certification" one (1) with original signatures. This certification form is available online at http://www.epa.state.il.us/water/permits/waste-water/forms/cso-pol-prev.pdf. Following the public meeting, the Permittee shall implement the pollution prevention plan and shall maintain a current pollution prevention plan, updated to reflect system modifications, on file at the sewage treatment works or other acceptable location and made available to the public. The pollution prevention plan revisions shall be submitted to the IEPA one (1) month from the revision date. The most recent Pollution Prevention Plan was dated February 2007.

D. Sensitive Area Considerations

1. Pursuant to Section II.C.3 of the federal CSO Control Policy of 1994, sensitive areas are any water likely to be impacted by a CSO discharge which include one or more of the following criteria: (1) designated as an Outstanding National Resource Water;

(2) found to contain shellfish beds; (3) found to contain threatened or endangered aquatic species or their habitat; (4) used for primary contact recreation; (5) National Marine Sanctuaries; or, (6) within the protection area for a drinking water intake structure.

Within six (6) months of the effective date of this Permit, the Permittee shall submit two (2) copies of documentation indicating which of the outfalls listed in this Special Condition either do, or do not discharge to sensitive areas. Such documentation shall include information regarding the use of the receiving water for primary contact activities (swimming, water skiing, jet skiing, etc.). If the Permittee believes that it is not possible for primary contact recreation to occur in the areas impacted or potentially impacted by the CSOs listed in this Special Condition, then justification as to why primary contact recreation is not possible shall be submitted. Adequate justification shall include, but is not limited to: (1) inadequate water depth; (2) presence of physical obstacles sufficient to prevent access to or for primary contact recreation; and, (3) uses of adjacent land sufficient to discourage primary contact activities. The IEPA will make a determination based on this documentation and other information available to the IEPA. Evidence of existing use of waterway for primary contact recreation activities will likely negate such potential "no-use" justifications.

Should the IEPA conclude that any of the CSOs listed in this Special Condition discharge to a sensitive area, the IEPA will notify the Permittee in writing. Upon the date of notification, or such other date contained in the notification letter, the Permittee shall revise the LTCP and schedule to either eliminate or relocate these outfalls. If elimination or relocation is not economically feasible or technically achievable, the Permittee shall revise the plan and schedule for treating the discharge. Such justification shall be in accordance with Section II.C.3 of the National CSO Control Policy.

E. CSO Operational and Maintenance Plans

1. The Permittee shall implement measures to reduce, to the greatest extent practicable, the total loading of pollutants and floatables entering the receiving stream to ensure that the Permittee ultimately achieves compliance with water quality standards. These measures shall include, but not be limited to developing and implementing a CSO O&M plan, tailored to the permittee's collection and waste treatment systems, which shall include mechanisms and specific procedures where applicable to ensure:

   a. Collection system inspection on a scheduled basis;

   b. Sewer, catch basin, and regulator cleaning and maintenance on a scheduled basis;

   c. Inspections are made and preventive maintenance is performed on all pump/lift stations;

   d. Collection system replacement, where necessary;

   e. Detection and elimination of illegal connections;

   f. Detection, prevention, and elimination of dry weather overflows;

   g. The collection system is operated to maximize storage capacity and the combined sewer portions of the collection system are operated to delay storm entry into the system; and,

   h. The treatment and collection systems are operated to maximize treatment.

   The IEPA received a revised CSO operational and maintenance plan "CSO O&M plan" for this sewerage system on March 15, 2007. The Permittee shall fully implement the plan and review and revise, if needed, the CSO O&M plan to reflect system changes and any comments previously sent to the Permittee by the IEPA.

   The CSO O&M plan shall be presented to the general public at a public information meeting conducted by the Permittee within nine (9) months of the effective date of this Permit or within nine (9) months of the CSO system being modified. The Permittee shall submit documentation that the CSO O&M plan complies with the requirements of this Permit and that the public information meeting was held. Such documentation shall be submitted to the IEPA within twelve (12) months of the effective date of this Permit or within three (3) months of the public meeting and shall include a summary of all significant issues raised by the public, the Permittee's response to each issue, and two (2) copies of the "CSO Operational Plan Checklist and Certification", one (1) with original signatures. Copies of the "CSO Operational Plan Checklist and Certification" are available online at http://www.epa.state.il.us/water/permits/waste-water/forms/cso-checklist.pdf. Following the public meeting, the Permittee shall maintain a current CSO O&M plan, updated to reflect system modifications, on file at the sewage treatment works or other acceptable location and made available to the public. The CSO O&M plan revisions shall be submitted to the IEPA one (1)

month from the revision date.

F. Sewer Use Ordinances

1. The Permittee, within six (6) months of the effective date of this Permit, shall review and where necessary, modify its existing sewer use ordinance to ensure it contains provisions addressing the conditions below. If no ordinance exists, such ordinance shall be developed, adopted, and implemented within six (6) months from the effective date of this Permit. Upon completion of the review of the sewer use ordinance(s), the Permittee shall submit two (2) copies of a completed "Certification of Sewer Use Ordinance Review", one (1) with original signatures. Copies of the certification form can be obtained on line at http://www.epa.state.il.us/water/permits/waste-water/forms/sewer-use.pdf. The Permittee shall submit copies of the sewer use ordinance(s) to the IEPA upon written request. Sewer use ordinances are to contain specific provisions to:

   a. prohibit introduction of new inflow sources to the sanitary sewer system;

   b. require that new sanitary sewer construction tributary to the combined sewer system be designed to minimize and/or delay inflow contribution to the combined sewer system;

   c. require that inflow sources on the combined sewer system be connected to a storm sewer, in accordance with any approved Long Term Control Plan;

   d. provide that any new building domestic sewage connection shall be distinct from the building inflow connection;

   e. assure that CSO impacts from industrial and/or commercial sources are minimized and control by determining which industrial and/or commercial discharges, are tributary to CSOs; and,

   f. assure that the owners of all publicly owned systems with sewers tributary to the Permittee's collection system have procedures in place adequate to ensure that the objectives, mechanisms, and specific procedures given in Paragraph E.1 of this Special Condition are achieved.

   The Permittee shall enforce the applicable sewer use ordinances.

G. CSO Long-Term Control Planning and Compliance with Water Quality Standards

1. a. Pursuant to Section 301 of the federal Clean Water Act, 33 U.S.C. § 1311 and 40 CFR § 122.4, discharges from the CSOs, including the outfalls listed in this Special Condition and any other outfall listed as a "Treated Combined Sewage Outfall", shall not cause or contribute to violations of applicable water quality standards or cause use impairment in the receiving waters. In addition, discharges from CSOs shall comply with all applicable parts of 35 Ill. Adm. Code 306.305(a), (b), (c), and (d).

   b. Based on the number of CSO events reported over the past five (5) years, the Permittee experiences more than four (4) events per year. Therefore, the Permittee shall develop a revised Long-Term CSO Control Plan (LTCP) for assuring that the discharges from the CSOs (treated or untreated) authorized in this Permit comply with Paragraph 1.a above and all applicable standards, including water quality standards. Three (3) copies of the LTCP shall be submitted to the IEPA within thirty six (36) months of the effective date of this Permit. The LTCP shall contain all applicable elements of Paragraph 1.c below including a schedule for implementation and provisions for re-evaluating compliance with applicable standards and regulations after implementation. The LTCP shall be:

      1. Consistent with Section II.C.4.a.i of the Policy; or,
      2. Consistent with either Section II.C.4.a.ii, Section II.C.4.a.iii, or Section II.C.4.b of the Policy and be accompanied by data sufficient to demonstrate that the LTCP, when completely implemented, will be sufficient to meet water quality standards.

   c. Pursuant to the Policy, the required components of the LTCP include the following:

      1. Characterization, monitoring, and modeling of the Combined Sewer System (CSS);
      2. Consideration of Sensitive Areas;
      3. Evaluation of alternatives;
      4. Cost/Performance considerations;
      5. Revised CSO Operational Plan;
      6. Maximizing treatment at the treatment plant;

7. Implementation schedule;
8. Post-Construction compliance monitoring program; and
9. Public participation.

Following submittal of the revised LTCP, the Permittee shall respond to any initial IEPA review letter in writing within ninety (90) days of the date of such a review letter, and within thirty (30) days of any subsequent review letter(s), if any. Implementation of the LTCP shall be as indicated by IEPA in writing or other enforceable mechanism.

2. A public notification program in accordance with Section II.B.8 of the federal CSO Control Policy of 1994 shall be developed employing a process that actively informs the affected public. The program shall include at a minimum public notification of CSO occurrences and CSO impacts, with consideration given to including mass media and/or Internet notification. The Permittee shall post and maintain signs in waters likely to be impacted by CSO discharges at the point of discharge and at points where these waters are used for primary contact recreation. The signs message should be visible from both shoreline and water vessel approach (if appropriate), respectively. Provisions shall be made to include modifications of the program when necessary and notification to any additional member of the affected public. The program shall be presented to the general public at a public information meeting conducted by the Permittee. The Permittee shall conduct the public information meeting providing a summary and status of the CSO control program annually during the term of this Permit. The Permittee shall submit documentation that the public information meeting was held, shall submit a summary of all significant issues raised by the public and the Permittee's response to each issue and shall identify any modifications to the program as a result of the public information meeting within 60 days of holding the public meeting. The Permittee shall submit copies of the public notification program to the IEPA upon written request.

3. If any of the CSO discharge points listed in this Special Condition are eliminated, or if additional CSO discharge points, not listed in this Special Condition, are discovered, the Permittee shall notify the IEPA in writing within one (1) month of the respective outfall elimination or discovery. Such notification shall be in the form of a request for the appropriate modification of this NPDES Permit.

H. Summary of Compliance Dates in this CSO Special Condition

1. a. The following summarizes the dates that submittals contained in this Special Condition are due at the IEPA (unless otherwise indicated):

Submission of CSO Monitoring Data (Paragraph A.1)	25th of every month
Submission of Revised CSO O&M Plan (Paragraph E.1)	1 month from revision date
Elimination of a CSO or Discovery of Additional CSO Locations (Paragraph G.3)	1 month from discovery or elimination
Control (or Justification for No Control) of CSOs to Sensitive Areas (Paragraph D.1)	6 months from the effective date of this Permit
Certification of Sewer Use Ordinance Review (Paragraph F.1)	6 months from the effective date of this Permit
Conduct Pollution Prevention, and PN Public Information Meeting (Paragraphs C.1 and G.2) **No Submittal Due with this Milestone**	Annually
Conduct OMP Public Information Meeting (Paragraph E.1) **No Submittal Due with this Milestone**	9 months from the effective date of this Permit
Submit Pollution Prevention Certification and OMP Certification (Paragraphs C.1 and E.1)	12 months from the effective date of this Permit
Submit PN Information Meeting Summary (Paragraph G.2)	60 days after the public meeting
Submit Revised CSO Long-Term Control Plan (Paragraph G.1)	36 months from the effective date of this Permit

All submittals listed in this Special Condition can be mailed to the following address:

OCT 24 2019

PUBLIC NOTICE

Illinois Environmental Protection Agency
Division of Water Pollution Control
1021 North Grand Avenue East
Post Office Box 19276
Springfield, Illinois 62794-9276

Attention: CSO Coordinator, Compliance Assurance Section

All submittals hand carried shall be delivered to 1021 North Grand Avenue East.

I. Reopening and Modifying this Permit

1. The IEPA may initiate a modification for this Permit at any time to include requirements and compliance dates which have been submitted in writing by the Permittee and approved by the IEPA, or other requirements and dates which are necessary to carry out the provisions of the Illinois Environmental Protection Act, the Clean Water Act, or regulations promulgated under those Acts. Public Notice of such modifications and opportunity for public hearing shall be provided.

SPECIAL CONDITION 2. This Permit may be modified to include different final effluent limitations or requirements which are consistent with applicable laws and regulations. The IEPA will public notice the permit modification.

SPECIAL CONDITION 3. The IEPA may request in writing submittal of operational information in a specified form and at a required frequency at any time during the effective period of this permit.

SPECIAL CONDITION 4. The effluent, alone or in combination with other sources, shall not cause or contribute to a violation of any applicable water quality standard outlined in 35 Ill. Adm. Code 302 and 303.

SPECIAL CONDITION 5. Consistent with the permit modification procedures in 40 CFR 122.62 and 63, this Permit may be modified to include requirements for the Permittee on a continuing basis to evaluate and detail its efforts to effectively control sources of infiltration and inflow into the sewer system and to submit reports to the IEPA if necessary.

SPECIAL CONDITION 6. The Permittee shall record monitoring results on Discharge Monitoring Report (DMR) electronic forms using one such form for each outfall each month.

In the event that an outfall does not discharge during a monthly reporting period, the DMR Form shall be submitted with no discharge indicated.

The Permittee is required to submit electronic DMRs (NetDMRs) instead of mailing paper DMRs to the IEPA unless a waiver has been granted by the Agency. More information, including registration information for the NetDMR program, can be obtained on the IEPA website, https:www2.illinois.gov/epa/topics/water-quality/surface-water/netdmr/pages/quick-answer-guide.aspx.

The completed Discharge Monitoring Report forms shall be submitted to IEPA no later than the 25th day of the following month, unless otherwise specified by the permitting authority.

Permittees that have been granted a waiver shall mail Discharge Monitoring Reports with an original signature to the IEPA at the following address:

Illinois Environmental Protection Agency
Division of Water Pollution Control
Attention: Compliance Assurance Section, Mail Code # 19
1021 North Grand Avenue East
Post Office Box 19276
Springfield, Illinois 62794-9276

SPECIAL CONDITION 7. The Permittee shall work towards the goals of achieving no discharges from sanitary sewer overflows or basement back-ups and ensuring that overflows or back-ups, when they do occur do not cause or contribute to violations of applicable standards or cause impairment in any adjacent receiving water. Overflows from sanitary sewers are expressly prohibited by this permit, Section 301(a) of the Clean Water Act and by Ill. Adm. Code 306.304. As part of the process to ultimately achieve compliance through the elimination of and mitigating any adverse impacts of any such overflows, the Permittee shall (A) identify and report to IEPA all SSOs

that do occur, and (B) develop, implement and submit to the IEPA a Capacity, Management, Operations, and Maintenance (CMOM) plan which includes an Asset Management strategy within 24 months of the effective date of this Permit or review and revise any existing plan accordingly. The Permittee shall modify the Plan to incorporate any comments that it receives from IEPA and shall implement the modified plan as soon as possible. The Permittee should work as appropriate, in consultation with affected authorities at the local, county, and/or state level to develop the plan components involving third party notification of overflow events. The Permittee may be required to construct additional sewage transport and/or treatment facilities in future permits or other enforceable documents should the implemented CMOM plan indicate that the Permittee's facilities are not capable of conveying and treating the flow for which they are designed.

The CMOM plan shall include the following elements:

A. Measures and Activities:

1. A complete map and system inventory for the collection system owned and operated by the Permittee;
2. Organizational structure; budgeting; training of personnel; legal authorities; schedules for maintenance, sewer system cleaning, and preventative rehabilitation; checklists, and mechanisms to ensure that preventative maintenance is performed on equipment owned and operated by the Permittee;
3. Documentation of unplanned maintenance;
4. An assessment of the capacity of the collection and treatment system owned and operated by the Permittee at critical junctions and immediately upstream of locations where overflows and backups occur or are likely to occur; use flow monitoring and/or sewer hydraulic modeling, as necessary;
5. Identification and prioritization of structural deficiencies in the system owned and operated by the Permittee; Include preventative maintenance programs to prevent and/or eliminate collection system blockages from roots or grease, and prevent corrosion or negative effects of hydrogen sulfide which may be generated within the collection system;
6. Operational control, including documented system control procedures, scheduled inspections and testing; list of scheduled frequency of cleaning (and televising as necessary) of sewers;
7. The Permittee shall develop and implement an Asset Management strategy to ensure the long-term sustainability of the collection system. Asset Management shall be used to assist the Permittee in making decisions on when it is most appropriate to repair, replace or rehabilitate particular assets and develop long-term funding strategies; and
8. Asset Management shall include but is not limited to the following elements:
    a. Asset Inventory and State of the Asset;
    b. Level of Service;
    c. Critical Asset Identification;
    d. Life Cycle Cost; and
    e. Long-Term Funding Strategy.

B. Design and Performance Provisions:

1. Monitor the effectiveness of CMOM;
2. Upgrade the elements of the CMOM plan as necessary; and
3. Maintain a summary of CMOM activities.

C. Overflow Response Plan:

1. Know where overflows and back-ups within the facilities owned and operated by the Permittee occur;
2. Respond to each overflow or back-up to determine additional actions such as clean up;
3. Locations where basement back-ups and/or sanitary sewer overflows occur shall be evaluated as soon as practicable for excessive inflow/infiltration, obstructions or other causes of overflows or back-ups as set forth in the System Evaluation Plan;
4. Identify the root cause of the overflow or basement backup, and document to files; and
5. Identify actions or remediation efforts to reduce risk of reoccurrence of these overflows or basement backups in the future, and document to files.

D. System Evaluation Plan:

1. Summary of existing SSO and Excessive I/I areas in the system and sources of contribution;
2. Evaluate plans to reduce I/I and eliminate SSOs;
3. Evaluate the effectiveness and performance in efforts to reduce excessive I/I in the collection system;
4. Special provisions for Pump Stations and force mains and other unique system components; and

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PUBLIC NOTICE

Special Conditions

5. Construction plans and schedules for correction.

E. Reporting and Monitoring Requirements:

1. Program for SSO detection and reporting; and
2. Program for tracking and reporting basement back-ups, including general public complaints.

F. Third Party Notice Plan:

1. Describes how, under various overflow scenarios, the public, as well as other entities, would be notified of overflows within the Permittee's system that may endanger public health, safety or welfare;
2. Identifies overflows within the Permittee's system that would be reported, giving consideration to various types of events including events with potential widespread impacts;
3. Identifies who shall receive the notification;
4. Identifies the specific information that would be reported including actions that will be taken to respond to the overflow;
5. Includes a description of the lines of communication; and
6. Includes the identities and contact information of responsible POTW officials and local, county, and/or state level officials.

For additional information concerning USEPA CMOM guidance and Asset Management please refer to the following web site addresses. http://www.epa.gov/npdes/pubs/cmom_guide_for_collection_systems.pdf and http://water.epa.gov/type/watersheds/wastewater/upload/guide_smallsystems_assetmanagement_bestpratices.pdf

SPECIAL CONDITION 8. During January of each year the Permittee shall submit annual fiscal data regarding sewerage system operations to the Illinois Environmental Protection Agency/Division of Water Pollution Control/Compliance Assurance Section. The Permittee may use any fiscal year period provided the period ends within twelve (12) months of the submission date.

Submission shall be on forms provided by IEPA titled "Fiscal Report Form For NPDES Permittees".

SPECIAL CONDITION 9. The provisions of 40 CFR Section 122.41 (m) & (n) are incorporated herein by reference.

SPECIAL CONDITION 10. Schedule of Compliance with Final Effluent Limitations

Project Description: Separation of Storm and Sanitary Sewers

The Permittee shall achieve compliance with the final effluent limitations as specified in this Permit for Discharge Number(s) 014, 015, and 019 (A, B, &C) by completion of the project described above in accordance with the following compliance schedule:

ITEM	COMPLETION DATE
Separation Phase 2	April 30, 2022
Separation Phase 3	April 30, 2023
Separation Phase 4	April 30, 2024
Separation Phase 5	April 30, 2026
Separation Phase 8	April 30, 2028
Separation Phase 9	April 30, 2030

Interim Progress Reports shall also be submitted semiannually, beginning six months after the effective date of this permit until completion of construction of the final phase listed above.

This Permit may be modified, with Public Notice, to include revised compliance dates set out in this Permit.

Special Conditions

In addition, the IEPA may initiate a modification of the compliance schedule set out in this Permit at any time, to include other dates which are necessary to carry out the provisions of the Illinois Environmental Protection Act, the Federal Clean Water Act or regulations promulgated under those Acts. Public Notice of such modification and opportunity for public hearing shall be provided.

Reporting

The Permittee shall submit a report no later than fourteen (14) days following the completion dates indicated for each lettered item in the compliance schedule, indicating, a) the date the item was completed, or b) that the item was not completed. All reports shall be submitted to IEPA at the following address:

Illinois Environmental Protection Agency
Division of Water Pollution Control
Attention: Compliance Assurance Section, Mail Code #19
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276

Attachment H

Standard Conditions

Definitions

Act means the Illinois Environmental Protection Act, 415 ILCS 5 as Amended.

Agency means the Illinois Environmental Protection Agency.

Board means the Illinois Pollution Control Board.

Clean Water Act (formerly referred to as the Federal Water Pollution Control Act) means Pub. L 92-500, as amended. 33 U.S.C. 1251 et seq.

NPDES (National Pollutant Discharge Elimination System) means the national program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements, under Sections 307, 402, 318 and 405 of the Clean Water Act.

USEPA means the United States Environmental Protection Agency.

Daily Discharge means the discharge of a pollutant measured during a calendar day or any 24-hour period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, the "daily discharge" is calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations expressed in other units of measurements, the "daily discharge" is calculated as the average measurement of the pollutant over the day.

Maximum Daily Discharge Limitation (daily maximum) means the highest allowable daily discharge.

Average Monthly Discharge Limitation (30 day average) means the highest allowable average of daily discharges over a calendar month, calculated as the sum of all daily discharges measured during a calendar month divided by the number of daily discharges measured during that month.

Average Weekly Discharge Limitation (7 day average) means the highest allowable average of daily discharges over a calendar week, calculated as the sum of all daily discharges measured during a calendar week divided by the number of daily discharges measured during that week.

Best Management Practices (BMPs) means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the State. BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

Aliquot means a sample of specified volume used to make up a total composite sample.

Grab Sample means an individual sample of at least 100 milliliters collected at a randomly-selected time over a period not exceeding 15 minutes.

24-Hour Composite Sample means a combination of at least 8 sample aliquots of at least 100 milliliters, collected at periodic intervals during the operating hours of a facility over a 24-hour period.

8-Hour Composite Sample means a combination of at least 3 sample aliquots of at least 100 milliliters, collected at periodic intervals during the operating hours of a facility over an 8-hour period.

Flow Proportional Composite Sample means a combination of sample aliquots of at least 100 milliliters collected at periodic intervals such that either the time interval between each aliquot or the volume of each aliquot is proportional to either the stream flow at the time of sampling or the total stream flow since the collection of the previous aliquot.

(1) **Duty to comply.** The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Act and is grounds for enforcement action, permit termination, revocation and reissuance, modification, or for denial of a permit renewal application. The permittee shall comply with effluent standards or prohibitions established under Section 307(a) of the Clean Water Act for toxic pollutants within the time provided in the regulations that establish these standards or prohibitions, even if the permit has not yet been modified to incorporate the requirements.

(2) **Duty to reapply.** If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for and obtain a new permit. If the permittee submits a proper application as required by the Agency no later than 180 days prior to the expiration date, this permit shall continue in full force and effect until the final Agency decision on the application has been made.

(3) **Need to halt or reduce activity not a defense.** It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

(4) **Duty to mitigate.** The permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment.

(5) **Proper operation and maintenance.** The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with conditions of this permit. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality assurance procedures. This provision requires the operation of back-up, or auxiliary facilities, or similar systems only when necessary to achieve compliance with the conditions of the permit.

(6) **Permit actions.** This permit may be modified, revoked and reissued, or terminated for cause by the Agency pursuant to 40 CFR 122.62 and 40 CFR 122.63. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition.

(7) **Property rights.** This permit does not convey any property rights of any sort, or any exclusive privilege.

(8) **Duty to provide information.** The permittee shall furnish to the Agency within a reasonable time, any information which the Agency may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with the permit. The permittee shall also furnish to the Agency upon request, copies of records required to be kept by this permit.

(9) **Inspection and entry.** The permittee shall allow an authorized representative of the Agency or USEPA (including an authorized contractor acting as a representative of the Agency or USEPA), upon the presentation of credentials and other documents as may be required by law, to:

(a) Enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit;

(b) Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;

(c) Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and

(d) Sample or monitor at reasonable times, for the purpose of assuring permit compliance, or as otherwise authorized by the Act, any substances or parameters at any location.

(10) **Monitoring and records.**

(a) Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.

(b) The permittee shall retain records of all monitoring information, including all calibration and maintenance records, and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this permit, and records of all data used to complete the application for this permit, for a period of at least 3 years from the date of this permit, measurement, report or application. Records related to the permittee's sewage sludge use and disposal activities shall be retained for a period of at least five years (or longer as required by 40 CFR Part 503). This period may be extended by request of the Agency or USEPA at any time.

(c) Records of monitoring information shall include:

(1) The date, exact place, and time of sampling or measurements;

(2) The individual(s) who performed the sampling or measurements;

(3) The date(s) analyses were performed;

(4) The individual(s) who performed the analyses;

(5) The analytical techniques or methods used; and

(6) The results of such analyses.

(d) Monitoring must be conducted according to test procedures approved under 40 CFR Part 136, unless other test procedures have been specified in this permit. Where no test procedure under 40 CFR Part 136 has been approved, the permittee must submit to the Agency a test method for approval. The permittee shall calibrate and perform maintenance procedures on all monitoring and analytical instrumentation at intervals to ensure accuracy of measurements.

(11) **Signatory requirement.** All applications, reports or information submitted to the Agency shall be signed and certified.

(a) **Application.** All permit applications shall be signed as follows:

(1) For a corporation: by a principal executive officer of at least the level of vice president or a person or position having overall responsibility for environmental matters for the corporation;

(2) For a partnership or sole proprietorship: by a general partner or the proprietor, respectively; or

(3) For a municipality, State, Federal, or other public agency: by either a principal executive officer or ranking elected official.

(b) **Reports.** All reports required by permits, or other information requested by the Agency shall be signed by a person described in paragraph (a) or by a duly authorized representative of that person. A person is a duly authorized representative only if:

(1) The authorization is made in writing by a person described in paragraph (a); and

(2) The authorization specifies either an individual or a position responsible for the overall operation of the facility, from which the discharge originates, such as a plant manager, superintendent or person of equivalent responsibility; and

(3) The written authorization is submitted to the Agency.

(c) **Changes of Authorization.** If an authorization under (b) is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of (b) must be submitted to the Agency prior to or together with any reports, information, or applications to be signed by an authorized representative.

(d) **Certification.** Any person signing a document under paragraph (a) or (b) of this section shall make the following certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

(12) **Reporting requirements.**

(a) **Planned changes.** The permittee shall give notice to the Agency as soon as possible of any planned physical alterations or additions to the permitted facility. Notice is required when:

(1) The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source pursuant to 40 CFR 122.29 (b); or

(2) The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are subject neither to effluent limitations in the permit, nor to notification requirements pursuant to 40 CFR 122.42 (a)(1).

(3) The alteration or addition results in a significant change in the permittee's sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan.

(b) **Anticipated noncompliance.** The permittee shall give advance notice to the Agency of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements.

(c) **Transfers.** This permit is not transferable to any person except after notice to the Agency.

(d) **Compliance schedules.** Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule of this permit shall be submitted no later than 14 days following each schedule date.

(e) **Monitoring reports.** Monitoring results shall be reported at the intervals specified elsewhere in this permit.

(1) Monitoring results must be reported on a Discharge Monitoring Report (DMR).

(2) If the permittee monitors any pollutant more frequently than required by the permit, using test procedures approved under 40 CFR 136 or as specified in the permit, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR.

(3) Calculations for all limitations which require averaging of measurements shall utilize an arithmetic mean unless otherwise specified by the Agency in the permit.

(f) **Twenty-four hour reporting.** The permittee shall report any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24-hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within 5 days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and time; and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance. The following shall be included as information which must be reported within 24-hours:

(1) Any unanticipated bypass which exceeds any effluent limitation in the permit.

(2) Any upset which exceeds any effluent limitation in the permit.

(3) Violation of a maximum daily discharge limitation for any of the pollutants listed by the Agency in the permit or any pollutant which may endanger health or the environment.

The Agency may waive the written report on a case-by-case basis if the oral report has been received within 24-hours.

(g) **Other noncompliance.** The permittee shall report all instances of noncompliance not reported under paragraphs (12) (d), (e), or (f), at the time monitoring reports are submitted. The reports shall contain the information listed in paragraph (12) (f).

(h) **Other information.** Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application, or in any report to the Agency, it shall promptly submit such facts or information.

(13) **Bypass.**

(a) Definitions.

(1) Bypass means the intentional diversion of waste streams from any portion of a treatment facility.

(2) Severe property damage means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

(b) Bypass not exceeding limitations. The permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of paragraphs (13)(c) and (13)(d).

(c) Notice.

(1) Anticipated bypass. If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible at least ten days before the date of the bypass.

(2) Unanticipated bypass. The permittee shall submit notice of an unanticipated bypass as required in paragraph (12)(f) (24-hour notice).

(d) Prohibition of bypass.

(1) Bypass is prohibited, and the Agency may take enforcement action against a permittee for bypass, unless:

(i) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;

(ii) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and

(iii) The permittee submitted notices as required under paragraph (13)(c).

(2) The Agency may approve an anticipated bypass, after considering its adverse effects, if the Agency determines that it will meet the three conditions listed above in paragraph (13)(d)(1).

(14) **Upset.**

(a) Definition. Upset means an exceptional incident in which there is unintentional and temporary noncompliance with technology based permit effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

(b) Effect of an upset. An upset constitutes an affirmative defense to an action brought for noncompliance with such technology based permit effluent limitations if the requirements of paragraph (14)(c) are met. No determination made during administrative review of claims that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to judicial review.

(c) Conditions necessary for a demonstration of upset. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:

(1) An upset occurred and that the permittee can identify the cause(s) of the upset;

(2) The permitted facility was at the time being properly operated; and

(3) The permittee submitted notice of the upset as required in paragraph (12)(f)(2) (24-hour notice).

(4) The permittee complied with any remedial measures required under paragraph (4).

(d) Burden of proof. In any enforcement proceeding the permittee seeking to establish the occurrence of an upset has the burden of proof.

(15) **Transfer of permits.** Permits may be transferred by modification or automatic transfer as described below:

(a) Transfers by modification. Except as provided in paragraph (b), a permit may be transferred by the permittee to a new owner or operator only if the permit has been modified or revoked and reissued pursuant to 40 CFR 122.62 (b) (2), or a minor modification made pursuant to 40 CFR 122.63 (d), to identify the new permittee and incorporate such other requirements as may be necessary under the Clean Water Act.

(b) Automatic transfers. As an alternative to transfers under paragraph (a), any NPDES permit may be automatically transferred to a new permittee if:

(1) The current permittee notifies the Agency at least 30 days in advance of the proposed transfer date;
(2) The notice includes a written agreement between the existing and new permittees containing a specified date for transfer of permit responsibility, coverage and liability between the existing and new permittees; and
(3) The Agency does not notify the existing permittee and the proposed new permittee of its intent to modify or revoke and reissue the permit. If this notice is not received, the transfer is effective on the date specified in the agreement.

(16) All manufacturing, commercial, mining, and silvicultural dischargers must notify the Agency as soon as they know or have reason to believe:
(a) That any activity has occurred or will occur which would result in the discharge of any toxic pollutant identified under Section 307 of the Clean Water Act which is not limited in the permit, if that discharge will exceed the highest of the following notification levels:
(1) One hundred micrograms per liter (100 ug/l);
(2) Two hundred micrograms per liter (200 ug/l) for acrolein and acrylonitrile; five hundred micrograms per liter (500 ug/l) for 2,4-dinitrophenol and for 2-methyl-4,6 dinitrophenol; and one milligram per liter (1 mg/l) for antimony.
(3) Five (5) times the maximum concentration value reported for that pollutant in the NPDES permit application; or
(4) The level established by the Agency in this permit.
(b) That they have begun or expect to begin to use or manufacture as an intermediate or final product or byproduct any toxic pollutant which was not reported in the NPDES permit application.

(17) All Publicly Owned Treatment Works (POTWs) must provide adequate notice to the Agency of the following:
(a) Any new introduction of pollutants into that POTW from an indirect discharge which would be subject to Sections 301 or 306 of the Clean Water Act if it were directly discharging those pollutants; and
(b) Any substantial change in the volume or character of pollutants being introduced into that POTW by a source introducing pollutants into the POTW at the time of issuance of the permit.
(c) For purposes of this paragraph, adequate notice shall include information on (i) the quality and quantity of effluent introduced into the POTW, and (ii) any anticipated impact of the change on the quantity or quality of effluent to be discharged from the POTW.

(18) If the permit is issued to a publicly owned or publicly regulated treatment works, the permittee shall require any industrial user of such treatment works to comply with federal requirements concerning:
(a) User charges pursuant to Section 204 (b) of the Clean Water Act, and applicable regulations appearing in 40 CFR 35;
(b) Toxic pollutant effluent standards and pretreatment standards pursuant to Section 307 of the Clean Water Act; and
(c) Inspection, monitoring and entry pursuant to Section 308 of the Clean Water Act.

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(19) If an applicable standard or limitation is promulgated under Section 301(b)(2)(C) and (D), 304(b)(2), or 307(a)(2) and that effluent standard or limitation is more stringent than any effluent limitation in the permit, or controls a pollutant not limited in the permit, the permit shall be promptly modified or revoked, and reissued to conform to that effluent standard or limitation.

(20) Any authorization to construct issued to the permittee pursuant to 35 Ill. Adm. Code 309.154 is hereby incorporated by reference as a condition of this permit.

(21) The permittee shall not make any false statement, representation or certification in any application, record, report, plan or other document submitted to the Agency or the USEPA, or required to be maintained under this permit.

(22) The Clean Water Act provides that any person who violates a permit condition implementing Sections 301, 302, 306, 307, 308, 318, or 405 of the Clean Water Act is subject to a civil penalty not to exceed $25,000 per day of such violation. Any person who willfully or negligently violates permit conditions implementing Sections 301, 302, 306, 307, 308, 318 or 405 of the Clean Water Act is subject to a fine of not less than $2,500 nor more than $25,000 per day of violation, or by imprisonment for not more than one year, or both.
Additional penalties for violating these sections of the Clean Water Act are identified in 40 CFR 122.41 (a)(2) and (3).

(23) The Clean Water Act provides that any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit shall, upon conviction, be punished by a fine of not more than $10,000, or by imprisonment for not more than 2 years, or both. If a conviction of a person is for a violation committed after a first conviction of such person under this paragraph, punishment is a fine of not more than $20,000 per day of violation, or by imprisonment of not more than 4 years, or both.

(24) The Clean Water Act provides that any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or non-compliance shall, upon conviction, be punished by a fine of not more than $10,000 per violation, or by imprisonment for not more than 6 months per violation, or by both.

(25) Collected screening, slurries, sludges, and other solids shall be disposed of in such a manner as to prevent entry of those wastes (or runoff from the wastes) into waters of the State. The proper authorization for such disposal shall be obtained from the Agency and is incorporated as part hereof by reference.

(26) In case of conflict between these standard conditions and any other condition(s) included in this permit, the other condition(s) shall govern.

(27) The permittee shall comply with, in addition to the requirements of the permit, all applicable provisions of 35 Ill. Adm. Code, Subtitle C, Subtitle D, Subtitle E, and all applicable orders of the Board or any court with jurisdiction.

(28) The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit is held invalid, the remaining provisions of this permit shall continue in full force and effect.

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
City of Bloomington

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☑ Other (see instructions) ▶ Municipality

Exemptions (see instructions):
Exempt payee code (if any) 3
Exemption from FATCA reporting code (if any) C

Address (number, street, and apt. or suite no.)
109 East Olive Street

Requester's name and address (optional)

City, state, and ZIP code
Bloomington, IL 61701

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–				

Employer identification number
3	7	–	6	0	0	1	5	6	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ Carla Ahlenius | **Date** ▶ 10/31/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

SAM Search Results
List of records matching your search for :

Record Status: Active
CAGE Code: 3utr4

ENTITY	CITY OF BLOOMINGTON	Status: Active
DUNS: 060864170	+4:	CAGE Code: 3UTR4 DoDAAC:
Expiration Date: 12/19/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 109 E OLIVE ST City: BLOOMINGTON ZIP Code: 61701-5217	State/Province: ILLINOIS Country: UNITED STATES	

Department of the Treasury
Internal Revenue Service
Ogden, UT 84201

In reply refer to: 0441457889
Jul 29, 2009 LTR 147C
37-6001563

CITY OF BLOOMINGTON
COUNTY OF MCLEAN
% FINANCE DEPT
PO BOX 3157
BLOOMINGTON IL 61702-3157 000

Taxpayer Identification Number: 37-6001563

Form(s):

Dear Taxpayer:

This letter is in response to your telephone inquiry of July 29th, 2009.

Your Employer Identification Number (EIN) is 37-6001563. Please keep this number in your permanent records. You should enter your name and your EIN, exactly as shown above, on all business federal tax forms that require its use, and on any related correspondence documents.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

[redacted]

Roger Moon
01-44579
Customer Service Representative

bakertilly

INDEPENDENT AUDITORS' REPORT

To the City Council
City of Bloomington, Illinois

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Bloomington, Illinois, as of and for the year ended April 30, 2019, and the related notes to the financial statements, which collectively comprise the City of Bloomington's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We did not audit the financial statements of the Miller Park Zoological Society, a discretely presented component unit. We also did not audit the financial statements of the Police Pension Fund, a fiduciary fund of the City, which represents 42 percent, 44 percent, and 40 percent, respectively, of the assets/deferred outflows of resources, fund balance/net position, and revenues/additions of the aggregate remaining fund information. Those statements were audited by other auditors whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for Miller Park Zoological Society and Police Pension Fund, is based solely on the report of the other auditors. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. The financial statements of the Library Foundation, Miller Park Zoological Society, Police Pension Fund, and Firefighters' Pension Fund were not audited in accordance with *Government Auditing Standards.*

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To the City Council
City of Bloomington, Illinois

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control over financial reporting relevant to the City of Bloomington's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the City of Bloomington's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, based on our audit and the report of other auditors, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Bloomington, Illinois, as of April 30, 2019 and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note I, the City of Bloomington adopted the provisions of GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions,* effective May 1, 2018. Our opinions are not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the required supplementary information as listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

To the City Council
City of Bloomington, Illinois

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Bloomington's basic financial statements. The supplementary information as listed in the table of contents is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America by us and other auditors. In our opinion, based on our audit, the procedures performed as described above, and the report of the other auditors, the supplementary information is fairly stated in all material respects, in relation to the basic financial statements as a whole.

Other Information

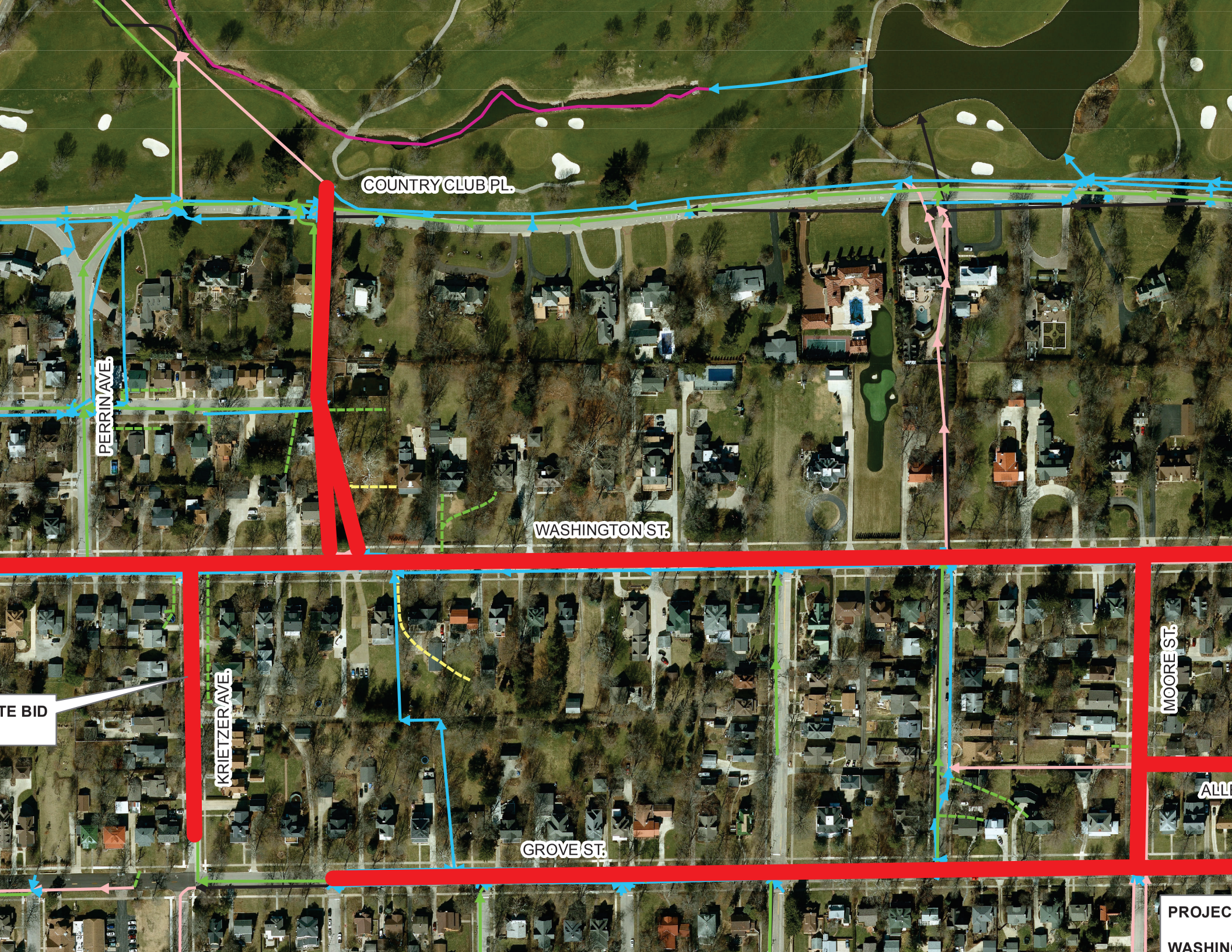
Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Bloomington's basic financial statements. The introductory and statistical section are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated October 14, 2019 on our consideration of the City of Bloomington's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is soley to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City of Bloomington's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City of Bloomington's internal control over financial reporting and compliance.

Baker Tilly Virchow Krause, LLP

Oak Brook, Illinois
October 14, 2019


COUNTRY CLUB PL.
PERRIN AVE.
WASHINGTON ST.
KRIETZER AVE.
GROVE ST.
MOORE ST.
TE BID
PROJEC
WASHIN

REGULAR AGENDA

REGULAR AGENDA ITEM NO. 10.A

FOR COUNCIL: June 24, 2020

SPONSOR: Public Works Department and Administration Department

WARD IMPACTED: Ward 4

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

RECOMMENDED MOTION:
The proposed Resolution and Grant Application be approved.

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

STRATEGIC PLAN SIGNIFICANCE:
-Objective 2c. Functional, well maintained sewer collection system
-Objective 1e. Partnering with others for the most cost-effective service delivery
-Objective 1d. City services delivered in the most cost-effective, efficient manner
-Objective 1c. Engaged residents that are well informed and involved in an open governance process
-Objective 1a. Budget with adequate resources to support defined services and level of services

Attachments are included with the Public Hearing memo

BACKGROUND: Public Works and Administration are recommending the approval of a Resolution Committing Local Funds and on the City of Bloomington's Rebuild Illinois Grant Application for Phase 2 of the Locust/Colton Combined Sewer Overflow Elimination Project. The resolution establishes Council support for the grant application as well as committing to financially and administratively support the project and the use of the grant. The resolution and grant approval are required to submit the grant. The FY 2021 budget includes $50,000 from the Sanitary Sewer Fund, $50,000 from the Storm Water Fund, and $70,000 from the Water Fund (5010) ($70,000), for a total of $170,000 for the local match.

The CSO outlets at Locust and Colton operate under a permit from the Illinois Environmental Protection Agency (IEPA) that includes a schedule for eliminating combined sewer overflow at those locations by the year 2030. Public Works has developed a plan to construct sewer projects in six more phases over the next ten years which will allow those outlets to be permanently closed, thereby eliminating sanitary flow from being discharged to Sugar Creek during rain events.

The proposed project includes installation of new sanitary sewer in some locations and new

storm sewer in other locations to separate storm and sanitary flow in the Locust/Colton sewershed; installation of new water main to upgrade the water system within the construction limits; new curb and gutter along with a new hot mix asphalt street overlay on Moore Street and Warner Street; and curb-to-curb resurfacing on Washington Street, Mercer Avenue, and Grove Street. The total estimated project cost is $4,674,294, and the grant request is $4,504,294.

The completed project:

- Provides revitalization in a key downstate community in Illinois that supports multiple, large employers, including State Farm, Country Companies, and Illinois Wesleyan University
- Helps retain and attract businesses and addresses the challenge of outmigration with infrastructure modernization in downstate Illinois
- Eliminates outdated combined sewers by separating sanitary and storm water flow
- Removes the potential for sewer backups resulting from storm water into residents' homes in the area

Phase 2 construction plans and bid documents are complete, and the project is ready to move forward. The City is expecting to begin Phase 2 construction in March 2021.

On March 26, 2020, Council approved an ordinance authorizing borrowing $8 million from the IEPA Public Water Supply Loan program to construct new water main as part of multiple phases of the project. In addition, Council approved an ordinance authorizing borrowing $9.6 million from the IEPA Water Pollution Control Loan program to construct new sewer to eliminate combined sewer overflow from outlets near the project area. The ordinances authorized borrowing loan funds for the IEPA application process but did not obligate acceptance of a loan. Further Council approval will be needed when a loan is offered. If the Rebuild Illinois grant is awarded to the City, the amount awarded would be used for other phases of this project or other sanitary sewer, storm water, and water projects in the community.

What is the Rebuild Illinois Public Infrastructure Grant?
The Rebuild Illinois Competitive Public Infrastructure Program is a new initiative funded by Public Act 101- 0029. Through Rebuild Illinois, grants will provide assistance to local governments for completion of vital public infrastructure projects that will increase economic development opportunities and improve the quality of life in the areas improved.

This award utilizes capital grant funds to fund public infrastructure projects based upon the criteria included in Governor Pritzker's Five-Year Economic Development Plan. The State has allocated $25,000,000 in Rebuild Illinois funds to the competitive Public Infrastructure component. A grant ceiling of $5,000,000 per project has been established.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this agenda item is a continuation of the City's commitment to this project, and staff is recommending it be approved. Support of this resolution and a successful grant award will bring new funding into our community.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: A public hearing on the application is being held on June 22, 2020 by the Bloomington City Council. Notice of the public hearing was published in *The Pantagraph* on June 13, 2020.

FINANCIAL IMPACT: The resolution establishes Council support for the grant application as well as committing to financially and administratively support the project and the use of the grant. The resolution and grant approval are required to submit the grant. The FY 2021 budget includes $70,000 from the Water Transmission & Distribution-Water Main Construction and Improvement account (50100120-72540), $50,000 from the Sanitary Sewer-Sewer Construction and Improvement account (51101100-72550), and $50,000 from the Storm Water-Sewer Construction and Improvement account (53103100-72550), for a total of $170,000 for the local match. Stakeholders can locate the project in the FY 2021 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 85, 97, 102, 169, 170, 209, 227, 228, 256, 261, 262, 268, 271 and 272.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, 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: Michael Hill, Management Analyst

Reviewed by:

Kevin Kothe, City Engineer 6/11/2020

Chris Tomerlin, Budget Manager 6/11/2020

Jeffrey R. Jurgens, Corporation Counsel 6/15/2020

Tara Henry, Legislative Assistant 6/18/2020

Recommended by:

Tim Gleason, City Manager

REGULAR AGENDA ITEM NO. 10.B

FOR COUNCIL: June 24, 2020

SPONSOR: Legal Department

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION:
The proposed Ordinance Amending Ordinance 2020-18 to Modify Section 2(H) Regarding the Moratorium on Interest, Fines and Penalties be approved. Alternate Motion: The proposed alternate draft Ordinance Amending Ordinance 2020-18 to Modify Section 2(H) Regarding the Moratorium on Interest, Fines and Penalties be approved.

STRATEGIC PLAN LINK:
-Goal 1. Financially Sound City Providing Quality Basic Services

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

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

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

On May 29, 2020, Governor Pritzker issued a new 30-day disaster proclamation related to the pandemic. As the community, including the City's businesses and residents, continue to address the impacts of the COVID-19 pandemic, City staff is not currently recommending the repeal of the Ordinance. However, based on an Agenda Initiative from Council Member Jamie Mathy and subsequent discussion from the City Council, staff is recommending amending the ordinance as set forth herein.

Ordinance 2020-18 contains the following provision placing a moratorium on interest, fines

and penalties:

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

Under this provision, businesses selling food and/or beverages must continue to timely file their tax returns with the City, but can wait to pay the tax, without any consequence, as long as it is paid no later than 30 days after the expiration of the Gubernatorial Disaster Proclamation. Council Member Mathy originally proposed this be amended to 6 months after the expiration of the Gubernatorial Disaster Proclamation. At the Committee of the Whole on June 15, 2020, this was discussed further by the City Council and Council Member Mathy stated he was open to further discussion on tying the timeline to 90 days after our community hits Phase 4 under the Governor's Restore Illinois Plan.

City staff is recommending all of the deadlines be changed to correlate with Phase 4 instead of the end of the Governor's disaster proclamations, as the proclamations could continue well into 2021.

Governor Pritzker's first Gubernatorial Disaster Proclamation was issued on March 9, 2020. The Governor has continued to renew these proclamations every 30 days, with the most recent being issued on May 29, 2020 (effective through June 29, 2020). It is unclear how long the Governor will continue to issue such proclamations, but these underline his emergency powers and ability to issue emergency orders, so it is anticipated they will continue for the foreseeable future and until the State of Illinois hits Phase 5 under the Governor's Restore Illinois Plan.

City staff is therefore recommending Section 2(H) be amended as follows:

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

While not necessarily related to food and beverage tax collection, it should be noted the

City Manager entered an Executive Order placing a similar moratorium for certain amusement taxes and hotel taxes. The City Manager will update that Executive Order to keep it consistent with the changes made by the City Council.

An alternate ordinance was also prepared should the Council decide not to tie the due date to Phase 4.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: While a delay in interest and penalty assessments may result in a delay in tax and fee remittances to the City, it is hoped this moratorium will assist the community more quickly recover from the impacts of COVID-19. It is furthermore hoped that the application of a more definitive timeframe will assist the community and the City more effectively execute their financial planning.

COMMUNITY DEVELOPMENT IMPACT: The continuation of Ordinance 2020-18 allows several key functions of the Community Development Department to continue that do not include statutorily mandated public hearings, as well as the expansion of certain business operations for outdoor dining.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey Jurgens, Corporation Counsel

Reviewed by:

Jeffrey R. Jurgens, Corporation Counsel 6/16/2020 Tara Henry, Legislative Assistant 6/18/2020

Recommended by:

Tim Gleason, City Manager

Attachments:

- LGL 2B Local Emergency Declaration Ordinance 2020-18
- LGL 2C Ord. No. 2020 - 21
- LGL 2D Ord. No. 2020 - 25
- LGL 2E Ord. No. 2020 - 30
- LGL 2F Ord. No. 2020 - 38
- LGL 2G Illinois Disaster Proclamation
- LGL 2H Ordinance Amending Local Emergency Powers on Moratorium
- LGL 2I Alternate Moratorium Ordinance

ORDINANCE NO. 2020 - 18

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(B) *Ability to Conduct Electronic Meetings*. Any Council Member or board member of any board or commission, in accordance with Governor Pritzker's COVID-19 Executive Order No. 5 may attend any regular or special meeting via electronic means, including audio or video conferences. A physical quorum of the Trustees is not required before the remote participation is allowed.

(C) *Ability to Address Contract, Permitting and Licensure Issues*. The City Manager shall have the authority, upon approval of both the Mayor and Mayor Pro Tem, to address any contract, permitting and/or licensing issues, including the suspension of any permits or licenses, as the City Manager may deem to be in the best interest of the City. The suspension of any license or permit may be overturned by a majority of the City Council at a subsequent City Council meeting.

(D) *Emergency Purchases*. For any emergency purchases that are necessary, the City Manager shall follow the provisions of Chapter 16 of the Bloomington City Code.

(E) *Personnel Policies & Union Contracts*. The City Manager's authority is hereby reaffirmed that he may adjust any personnel policies related to leave time, other benefits or terms and conditions of employment as are reasonably related to providing sufficient staffing during the term of the emergency. In addition, he is authorized to enter into such temporary agreements, including memoranda of understanding with the City's bargaining units in order to promote the provision of City services and the health and safety of the public and employees during the emergency.

(F) *Facility Closures*. The authority of the City Manager is hereby reaffirmed to close City facilities as is reasonably required to protect the health of the public and employees of the City.

(G) *Administrative Court*. The Corporation Counsel is authorized to extend any timeframe for responses related to City ordinance violations in recognition of the emergency and to suspend the City's Administrative Court and/or continue said cases.

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

(I) *Payment of City Bills*. The City Manager may authorize the issuance of payments to City vendors, contractors and utilities if the City Council is unable to meet on a regularly scheduled meeting date. Any such payments must be reported to the City Council in writing at a future public meeting.

(J) *Water Shut Offs*. All City utility shut offs for nonpayment shall be suspended while this ordinance is in effect.

(K) *Acceptance of Applications*. The City is authorized to accept applications for all City licenses and permits electronically, and may accept all other documentation required related to said applications electronically.

(L) *Written Public Comment*. The City Manager shall implement procedures encouraging the electronic submission of written comments for public meetings beyond those set forth in Chapter 2, Section 85(I). These procedures shall remain in effect so long as Governor Pritzker's Gubernatorial Disaster Proclamation remains in effect, including any and all renewals thereof.

(M) *Community Development Approvals*. The City Manager and Director of Community Development, or City Planner in the absence of the Director of Community Development, shall have the authority to approve grant applications, the awarding of historic preservation grants, cite plans not involving special uses, certificates of appropriateness, and to postpone any meetings regarding the Planning Commission and Zoning Board of Appeals. Any applications requiring a public hearing may also be postponed by the City Manager.

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

(O) *Intergovernmental Agreements*. The City Manager is authorized to execute intergovernmental agreements that address the response and needs associated with this local disaster declaration that he deems to be in the best interests of the City.

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

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

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

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

SECTION 7. Severability. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

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

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

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

PASSED this 26th day of March 2020.

APPROVED this 27th day of March 2020.

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

DocuSign Envelope ID: E44EB37A-4B74-4BDC-8B0D-38FAB37E4971

ORDINANCE NO. 2020 - 21

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

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

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

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

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

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

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

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

PASSED this 13th day of April 2020.

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APPROVED this 15th day of April 2020.

CITY OF BLOOMINGTON

Tari Renner

Tari R[illegible], Mayor

ATTEST

Leslie [illegible], City Clerk

CITY OF BLOOMINGTON ESTABLISHED 1850

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ORDINANCE NO. 2020 - 25

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

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

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

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

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

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

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

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

PASSED this 27th day of April 2020.

APPROVED this 28th day of April 2020.

CITY OF BLOOMINGTON

Tari Renner

Tari Renner, Mayor

ATTEST

Leslie Smith Yocum

Leslie Smith Yocum, City Clerk

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ORDINANCE NO. 2020 - 30

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

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

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

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

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

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

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

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

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

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

PASSED this 11th day of May 2020.

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APPROVED this 12th day of May 2020.

DocuSign Envelope ID: A29CBB36-95FF-408E-82C0-F0722249B46B

CITY OF BLOOMINGTON

Tari Renner, mayor

ATTEST

Leslie Smith Yocum, City Clerk

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ORDINANCE NO. 2020 - 38

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

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

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

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

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

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

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

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

PASSED this 26th day of May 2020.

APPROVED this 27th day of May 2020.

CITY OF BLOOMINGTON

Tari Renner

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ATTEST

Leslie Smith Yocum, City Clerk

CITY OF BLOOMINGTON ESTABLISHED 1850

STATE OF ILLINOIS

EXECUTIVE DEPARTMENT

SPRINGFIELD, ILLINOIS

Gubernatorial Disaster Proclamation

WHEREAS, since early March 2020, Illinois has been faced with a disaster caused by a pandemic that has taken the lives of thousands of residents, infecting over 100,000 and growing, resulting in extraordinary sickness and loss of life; and,

WHEREAS, at all times but especially during a public health crisis, protecting the health and safety of Illinoisans is among the most important functions of State government; and,

WHEREAS, it is critical that Illinoisans who become sick are able to be treated by medical professionals, including when a hospital bed, emergency room bed, or ventilator is needed; and,

WHEREAS, it is also critical that the State's health care and first responder workforce has adequate personal protective equipment (PPE) to safely treat patients, respond to public health disasters, and prevent the spread of communicable diseases; and,

WHEREAS, as Illinois enters the fourth month of responding to the public health disaster caused by Coronavirus Disease 2019 (COVID-19), a novel severe acute respiratory illness that has spread and continues to spread rapidly among people through respiratory transmissions and that continues to be without an effective treatment or vaccine, the burden on residents, healthcare providers, first responders, and governments throughout the State is unprecedented; and,

WHEREAS, the World Health Organization declared COVID-19 a Public Health Emergency of International Concern on January 30, 2020, and the United States Secretary of Health and Human Services declared that COVID-19 presents a public health emergency on January 27, 2020; and,

WHEREAS, on March 11, 2020, the World Health Organization characterized the COVID-19 outbreak as a pandemic, and has now reported more than 5.5 million confirmed cases of COVID-19 and 350,000 deaths attributable to COVID-19 globally; and,

WHEREAS, despite efforts to contain COVID-19, the World Health Organization and the federal Centers for Disease Control and Prevention (CDC) indicated that the virus was expected to continue spreading and it has, in fact, continued to spread rapidly, resulting in the need for federal and State governments to take significant steps; and,

WHEREAS, on March 9, 2020, I, JB Pritzker, Governor of Illinois, declared all counties in the State of Illinois as a disaster area in response to the outbreak of COVID-19; and,

WHEREAS, on March 13, 2020, the President declared a nationwide emergency pursuant to Section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207 (the "Stafford Act"), covering all states and territories, including Illinois; and,

WHEREAS, on March 26, 2020, the President declared a major disaster in Illinois pursuant to Section 401 of the Stafford Act; and,

WHEREAS, on April 1, 2020, due to the exponential spread of COVID-19 in Illinois, I again declared all counties in the State of Illinois as a disaster area; and,

WHEREAS, on April 30, 2020, due to the continued spread of COVID-19 in Illinois, the threatened shortages of hospital beds, ER beds, and ventilators, and the inadequate testing capacity, I again declared all counties in the State of Illinois as a disaster area; and,

WHEREAS, as circumstances surrounding COVID-19 rapidly evolve and new evidence emerges, there have been frequent changes in information and public health guidance; and,

WHEREAS, the unprecedented nature of COVID-19, including the variety of health effects it has on not just the respiratory system but the heart, brain, kidneys, and the body's immune response, has made the virus's effects and its path difficult to predict; and,

WHEREAS, from the outset, data suggested that older adults and those with serious underlying health conditions are more likely to experience severe and sometimes fatal complications from COVID-19; and,

WHEREAS, emerging evidence has shown that young people, including infants and toddlers, are also at risk of such complications; and,

WHEREAS, young and middle-aged people have comprised a significant proportion of hospitalized COVID-19 patients, and there is evidence that COVID-19 causes blood clots and strokes, and has caused deadly strokes in young and middle-aged people who exhibited few symptoms; and,

WHEREAS, the understanding of spread from infected individuals who have not shown symptoms has changed and, on April 12, 2020, the CDC changed the period of exposure risk from "onset of symptoms" to "48 hours before symptom onset"; and,

WHEREAS, some people infected by the virus remain asymptomatic but nonetheless may spread it to others; and,

WHEREAS, although the CDC initially recommended against wearing cloth face coverings or masks as protection, as a result of emerging research on asymptomatic and pre-symptomatic transmission, the CDC has revised its conclusions and recommends wearing cloth face coverings in public settings where social distancing measures are difficult to maintain; and,

WHEREAS, as COVID-19 has spread in Illinois over the course of the Gubernatorial Disaster Proclamations, the circumstances causing a disaster throughout the State have changed and continue to change, making definitive predictions of the course the virus will take over the coming months extremely difficult; and,

WHEREAS, at the time I issued the first Gubernatorial Disaster Proclamation, there were 11 confirmed cases of COVID-19 in one Illinois county; and,

WHEREAS, as of today, May 29, 2020, there have been over 115,000 confirmed cases of COVID-19 in 100 Illinois counties; and,

WHEREAS, the first death attributed to COVID-19 in Illinois was announced on March 17, 2020; and,

WHEREAS, as of today, May 29, 2020, Illinois has had more than 5,180 deaths resulting from COVID-19, and many days, more than 100 Illinoisans lose their lives to the virus; and,

WHEREAS, studies suggest that for every confirmed case there are many more unknown cases, some of which are asymptomatic individuals who can pass the virus to others without knowing; and,

WHEREAS, although the number of new COVID-19 cases has stabilized and potentially begun to decrease in recent weeks, the virus continues to infect thousands of individuals and claim the lives of too many Illinoisans each day; and,

WHEREAS, COVID-19 has claimed the lives of and continues to impact the health of Black and Hispanic Illinoisans at a disproportionately high rate – magnifying significant health disparities and inequities; and,

WHEREAS, the Illinois Department of Public Health activated its Illinois Emergency Operations Plan and its Emergency Support Function 8 Plan to coordinate emergency response efforts by hospitals, local health departments, and emergency management systems in order to avoid a surge in the use of hospital resources and capacity; and,

WHEREAS, as the virus has progressed through Illinois, the crisis facing the State continues to develop and requires an evolving response to ensure hospitals, health care professionals and first responders are able to meet the health care needs of all Illinoisans and in a manner consistent with CDC guidance that continues to be updated; and,

WHEREAS, in order to ensure that health care professionals, first responders, hospitals and other facilities are able to meet the health care needs of all residents of Illinois, the State must have critical supplies, including PPE, such as masks, face shields, gowns, and gloves; and,

WHEREAS, the State of Illinois maintains a stockpile that supports the existing PPE supply chains and stocks at various healthcare facilities; and,

WHEREAS, while the State is making every effort to procure additional PPE, if those procurement efforts are disrupted or Illinois experiences a surge in COVID-19 cases, the State faces a life-threatening shortage of respirators, masks, protective eyewear, face shields, gloves, gowns, and other protective equipment for health care workers and first responders; and,

WHEREAS, while hospitalizations have very recently stabilized, Illinois is using a significant percentage of hospital beds, ICU beds, and ventilators to treat COVID-19 patients that require hospitalization and, if cases were to surge higher, the State could face a shortage of one or more of these critical health care resources; and,

WHEREAS, Illinois currently has a total of 33,662 hospital beds with 3,749 ICU beds, of which, only 34% of hospital beds and 34% of ICU beds currently are available statewide; and,

WHEREAS, the State worked with top researchers from the University of Illinois at Urbana-Champaign, the Northwestern School of Medicine, the University of Chicago, the Chicago and Illinois Departments of Public Health, along with McKinsey and Mier Consulting Group, and Civis Analytics, to analyze daily data on COVID-19 deaths and ICU usage and model potential outcomes; and,

WHEREAS, the State's modeling showed that its health care resource utilization would peak in May, and that health care resources would continue to be limited after the peak; and updated modeling now shows that the peak may have been delayed, with the tail extending several more weeks; and,

WHEREAS, the State's modeling continues to show that without extensive social distancing and other precautions, the State will face a shortage of hospital beds, ICU beds and/or ventilators; and,

WHEREAS, the epidemiology concept of R_0 (R-naught) – which represents the number of cases, on average, an infected person will cause during their infectious period – is an important measure of progress in combatting a virus like COVID-19, and that an Ro of below 1 is a critical milestone because it suggests that the disease is declining rather than spreading; and,

WHEREAS, the State's estimated effective R_0 was approximately 3.5 at the beginning of the outbreak, but the number has improved to approximately 1.13 based on the State's emergency measures, including, most importantly, the "stay at home" order; and,

WHEREAS, hospital beds, ICU beds, and ventilators are needed not for just patients with COVID-19, but also for any number of additional illnesses and injuries; and,

WHEREAS, fewer Illinoisans have sought non-COVID-19 related medical care and emergency care in recent weeks and it is critical for public health that Illinoisans are able to and willing to seek non-COVID-19 related medical care and emergency care; and,

WHEREAS, Illinoisans will be able to and willing to seek non-COVID-19 related medical care and emergency care if there are sufficient hospital beds, ventilators, and if medical personnel are able to protect themselves with PPE; and,

WHEREAS, over the course of the COVID-19 crisis, the State has been constrained in the number of COVID-19 tests that can be taken and processed due to a limited number of testing sites and labs, as well as a shortage of necessary supplies, including the swabs needed to take samples; and,

WHEREAS, at the time I issued the first Gubernatorial Disaster Proclamation, Illinois had capacity to test no more than a few hundred people per day for COVID-19 at a small number of testing sites; and,

WHEREAS, the State has developed testing sites throughout Illinois and now routinely exceeds 20,000 COVID-19 tests per day, and testing capacity continues to increase; and,

WHEREAS, Illinois now has tested over 829,000 total specimens for COVID-19; and,

WHEREAS, national projections adjusted for Illinois' population suggest the State must continue to increase the number of tests processed per day as part of an effective effort to permanently slow and reduce the spread of COVID-19; and,

WHEREAS, in addition to causing the tragic loss of 5,186 Illinoisans and wreaking havoc on the physical health of tens of thousands more, COVID-19 has caused extensive economic loss and continues to threaten the financial welfare of a significant number of individuals and businesses across the nation and the State; and,

WHEREAS, nationwide, 40 million people have filed unemployment claims since the start of the pandemic – representing one in four U.S. workers; and,

WHEREAS, the Illinois Department of Employment Security announced that the State's unemployment rate rose to 16.4% in April, with 762,000 jobs lost during that month; and,

WHEREAS, over 180,000 small businesses in Illinois have received over $22 billion in COVID-19 related financial support through the federal Paycheck Protection Program in an effort to prevent these businesses from closing; and,

WHEREAS, the economic loss and insecurity caused by COVID-19 threatens the viability of business and the access to housing, medical care, food, and other critical resources that impact the health and safety of residents; and,

WHEREAS, based on the foregoing facts, and considering the expected continuing spread of COVID-19 and the resulting health and economic impacts that will be felt over the coming month by people across the State, the current circumstances in Illinois surrounding the spread of COVID-19 constitute an epidemic emergency and a public health emergency under Section 4 of the Illinois Emergency Management Agency Act; and,

WHEREAS, based on the foregoing, the continuing burden on hospital resources, the potential shortages of these resources in the event of a surge in infections, and the critical need to increase the purchase and distribution of PPE as well as to expand COVID-19 testing capacity constitute a public health emergency under Section 4 of the Illinois Emergency Management Agency Act; and,

WHEREAS, it is the policy of the State of Illinois that the State will be prepared to address any disasters and, therefore, it is necessary and appropriate to make additional State resources available to ensure that that our healthcare delivery system is capable of serving those who are sick and that Illinoisans remain safe and secure and able to obtain medical care; and,

WHEREAS, this proclamation will assist the State in facilitating economic recovery for individuals and businesses in an effort to prevent further devastating consequences from economic instability; and,

WHEREAS, this proclamation will assist Illinois agencies in coordinating State and Federal resources, including materials needed to test for COVID-19, personal protective equipment, and medicines, in an effort to support the State responses as well as the responses of local governments to the present public health emergency; and,

WHEREAS, these conditions provide legal justification under Section 7 of the Illinois Emergency Management Agency Act for the new issuance of a proclamation of disaster; and,

WHEREAS, the Illinois Constitution, in Article V, Section 8, provides that "the Governor shall have the supreme executive power, and shall be responsible for the faithful execution of the laws," and states, in the Preamble, that a central purpose of the Illinois Constitution is "provide for the health, safety, and welfare of the people";

NOW, THEREFORE, in the interest of aiding the people of Illinois and the local governments responsible for ensuring public health and safety, I, JB Pritzker, Governor of the State of Illinois, hereby proclaim as follows:

Section 1. Pursuant to the provisions of Section 7 of the Illinois Emergency Management Agency Act, 20 ILCS 3305/7, I find that a disaster exists within the State of Illinois and specifically declare all counties in the State of Illinois as a disaster area. The proclamation authorizes the exercise of all of the emergency powers provided in Section 7 of the Illinois Emergency Management Agency Act, 20 ILCS 3305/7, including but not limited to those specific emergency powers set forth below.

Section 2. The Illinois Department of Public Health and the Illinois Emergency Management Agency are directed to coordinate with each other with respect to planning for and responding to the present public health emergency.

Section 3. The Illinois Department of Public Health is further directed to cooperate with the Governor, other State agencies and local authorities, including local public health authorities, in the development and implementation of strategies and plans to protect the public health in connection with the present public health emergency.

Section 4. The Illinois Emergency Management Agency is directed to implement the State Emergency Operations Plan to coordinate State resources to support local governments in disaster response and recovery operations.

Section 5. To aid with emergency purchases necessary for response and other emergency powers as authorized by the Illinois Emergency Management Agency Act, the provisions of the Illinois Procurement Code that would in any way prevent, hinder or delay necessary action in coping with the disaster are suspended to the extent they are not required by federal law. If necessary, and in accordance with Section 7(1) of the Illinois Emergency Management Agency Act, 20 ILCS 3305/7(1), the Governor may take appropriate executive action to suspend additional statutes, orders, rules, and regulations.

Section 6. Pursuant to Section 7(3) of the Illinois Emergency Management Agency Act, 20 ILCS 3305/7(3), this proclamation activates the Governor's authority, as necessary, to transfer the direction, personnel or functions of State departments and agencies or units thereof for the purpose of performing or facilitating emergency response programs.

Section 7. The Illinois Department of Public Health, Illinois Department of Insurance and the Illinois Department of Healthcare and Family Services are directed to recommend, and, as appropriate, take necessary actions to ensure expanded access to testing for COVID-19 and that consumers do not face financial barriers in accessing diagnostic testing and treatment services for COVID-19.

Section 8. The Illinois State Board of Education is directed to recommend, and, as appropriate, take necessary actions to address any impact to learning associated with the present public health

emergency and to alleviate any barriers to the use of remote learning during the effect of this proclamation that exist in the Illinois School Code, 105 ILCS 5/1-1 et. seq.

Section 9. All State agencies are directed to cooperate with the Governor, other State agencies and local authorities in the development and implementation of strategies and plans to cope with and recover from the economic impact of the present public health emergency.

Section 10. Pursuant to Section 7(14) of the Illinois Emergency Management Agency Act, 20 ILCS 3305/7(14), increases in the selling price of goods or services, including medical supplies, protective equipment, medications and other commodities intended to assist in the prevention of or treatment and recovery of COVID-19, shall be prohibited in the State of Illinois while this proclamation is in effect.

Section 11. This proclamation can facilitate requests for federal emergency and/or disaster assistance if a complete and comprehensive assessment of damage indicates that effective recovery is beyond the capabilities of the State and affected local governments.

Section 12. For purposes of Senate Bill 2135 (101st General Assembly), Article 15, section 15-5, amending the Open Meetings Act, new section 5 ILCS 120/7(e)(4), I find that the public health concerns at issue in this proclamation render in-person attendance of more than ten people at the regular meeting location not feasible.

Section 13. This proclamation shall be effective immediately and remain in effect for 30 days.

In Witness Whereof, *I have hereunto set my hand and caused the Great Seal of the State of Illinois to be affixed.*



Done at the Capitol in the City of Springfield this 29th day of May in the Year of Our Lord two thousand and twenty, and of the State of Illinois two hundred and second.

Jesse White

SECRETARY OF STATE

JBP

GOVERNOR

STAFF RECOMMENDED ORDINANCE

ORDINANCE NO. 2020 - _____

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

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

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

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

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

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

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

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

PASSED this 24th day of June 2020.

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APPROVED this _____ day of June 2020.

CITY OF BLOOMINGTON

_____
Tari Renner, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

ALTERNATE ORDINANCE

ORDINANCE NO. 2020 - _____

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

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

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

(S) Moratorium on Interest, Fines and Penalties. No interest, fines and/or penalties shall accrue or be assessed on amounts owed to the City as of March 1, 2020 and thereafter until our region begins Phase 5 of the Restore Illinois Plan, for City utility payments, food and beverage taxes (although timely tax return filings are still required), parking tickets and/or ordinance violations, so long as said obligations to the City are paid within ninety (90) days ~~30 days~~ after the conclusion of Governor Pritzker's Gubernatorial Disaster Proclamation, including any and all renewals thereof, or until this provision is amended or repealed by the City Council. The City Manager is similarly authorized, by Executive Order, to extend the deadlines for payments related to any other amounts due and owing the City.

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

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

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

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

PASSED this 24th day of June 2020.

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APPROVED this _____ day of June 2020.

CITY OF BLOOMINGTON

_____
Tari Renner, Mayor

ATTEST

_____
Leslie Smith-Yocum, City Clerk

REGULAR AGENDA ITEM NO. 10.C

FOR COUNCIL: June 24, 2020

SPONSOR: Human Resources Department and Public Works Department

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION:
The proposed Contract be ratified.

STRATEGIC PLAN LINK:
-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:
-Objective 1e. Partnering with others for the most cost-effective service delivery
-Objective 1d. City services delivered in the most cost-effective, efficient manner

BACKGROUND: On May 13, 2020, Machinists Lodge 1000 and City staff began negotiating the terms of a collective bargaining agreement to replace the agreement that expired on April 30, 2020. Lodge 1000 represents employees in the Public Works Department, Water Division. The expired agreement can be located at www.cityblm.org under Human Resources in a folder titled Labor Contracts. The parties were able to reach a Tentative Agreement on June 5, 2020. Highlights from the Tentative Agreement include:

Wages/Term - The parties agreed to a three (3) year contract term. In the first year of the contract employees will receive an across the board increase on May 1, 2020 of 2.5%. The across the board increase in the second year of the contract is effective May 1, 2021 at 3% and the third year of the contract is effective May 1, 2022 at 2.5%.

Employees who are not eligible for SLBB will receive a $250 signing bonus and those employees eligible for SLBB (but not leaving prior to April 30, 2021) will receive a $1000 signing bonus.

Equity adjustments were made for the Water Maintenance Worker, Water Maintenance Crewleader and Julie Crewleader positions to coincide with the equivalent Water Meter Service positions.

Two Pump Station Maintenance employees will receive a $300 bonus on May 2021 in the event they still hold this position.

Shift differentials were adjusted to $.70 per hour.

Sick Leave Buy Back - Eligible employees will be allowed until April 30, 2021 to retire/resign and receive eligible Sick Leave Buy Back payments in accordance with the

current payout practice. These employees must provide notice, no later than July 31, 2020. Any employee who fails to provide notice by July 31, 2020 or leaves on or after May 1, 2021 shall be paid out for sick leave in a manner which does not incur an Accelerated Payment from Sick Leave Buy Back from IMRF. Please note that Accelerated Payments may occur from other payments such as overtime and vacation. Employees leaving prior to the April 30, 2021, who have Sick Leave Buy Back paid out under the current practice, who do *not* draw their pension immediately will result in a future Accelerated Payments when the employee applies for their pension.

No new Supplemental Sick Leave will be accrued after April 30, 2021. As of May 1, 2021, all bargaining unit employees who are at the maximum allowable Sick Leave balance (960 or 480) will have up to 50% (4 hours) of unused sick leave paid into a Retirement Health Savings Account.

Vacation

The vacation accrual schedule was modified to allow employees to receive one (1) week of vacation at six (6) months and one (1) week of vacation at one (1) year. Employees will be eligible for three (3) weeks of vacation at five (5) years (previously 8 years) and four (4) weeks (previously 15 year) of vacation at eleven (11) years.

Safety Shoes - **The Safety Shoe Allowance was increased for eligible employees by $50.**

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the increase in hourly rates over the three year term of this contract will result in an anticipated cost of approximately $389,771. The signing bonus for employees ineligible for Sick Leave Buy Back is estimated at $3,000. The signing bonus for those employees eligible for Sick Leave Buy Back is estimated at $23,000.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Angie Brown, Assistant Human Resources Manager

Reviewed by:

Nicole Albertson, Director of Human Resources 6/10/2020

Chris Tomerlin, Budget Manager 6/11/2020

Angela Fyans-Jimenez

Angela Fyans-Jimenez, Deputy Corporation Counsel 6/12/2020

Tara Henry, Legislative Assistant 6/16/2020

Recommended by:



Tim Gleason, City Manager

REGULAR AGENDA ITEM NO. 10.D

FOR COUNCIL: June 24, 2020

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION:
None; presentation and direction only.

STRATEGIC PLAN LINK:
-Goal 6. Prosperous Downtown Bloomington

STRATEGIC PLAN SIGNIFICANCE:
-Objective 6b. Downtown Vision and Plan used to guide development, redevelopment and investments

BACKGROUND: Per Chapter 2, Section 18.2A(2): Agenda items and voting, the Mayor and Council Members may put forth agenda initiatives by completing an Agenda Initiative Form and submitting it to the City Clerk. Upon submission, the form is added to the agenda of the next Committee of the Whole for consideration.

On May 18, 2020 Council Member Jamie Mathy brought forward three Agenda Initiatives at the Committee of the Whole meeting. On June 15, 2020 at the Committee of the Whole meeting the attached Agenda Initiative Council was provided information by staff allowing for additional consideration and discussion amongst Council. At that meeting Council decided to move the item to a regular City Council agenda for additional discussion and, ultimately, consideration on how to move forward. This direction by Council resulted in this memo.

Council Member Mathy's Initiative recommends that the Downtown Task Force Report be brought back to Council for acceptance. He states in the Initiative that he believes the Report contains a lot of good information and believes it was derailed over controversy surrounding a catalyst project (aka the Bloomington Public Library expansion project). He points out that a decision has now been made to expand the Library in its place, eliminating any controversies or concerns that stemmed from the report. He recommends accepting the rest of the concepts and ideas in the report in an effort to provide guidance to staff on how to move forward with downtown.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: To be determined depending on final operating decisions.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Leslie Yocum, City Clerk

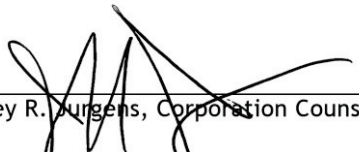
Reviewed by:



Billy Tyus, Deputy City Manager 6/17/2020



Chris Tomerlin, Budget Manager 6/18/2020

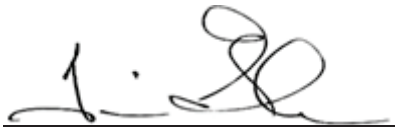


Jeffrey R. Jurgens, Corporation Counsel 6/18/2020



Tara Henry, Legislative Assistant 6/18/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- ADM 3B Agenda Initiative Proposal_Mathy_Downtown Task Force

CITY OF Bloomington ILLINOIS

MAYOR & ALDERMANIC
AGENDA INITIATIVE PROPOSAL FORM

SPONSOR: Jamie Mathy

PROPOSED INITIATIVE:

Bring Downtown Task Force Report back to City Council for acceptance. This report had a lot of good information in it, but was derailed over controversy surrounding the catalyst project.

At this time we have collectively already decided the library will expand in place, so that is no longer a concern.

That means we should be able to accept the concepts & ideas that are in the rest of the report. Staff will have guidance on how to move forward with downtown.

ESTIMATED CITY STAFF TIME TO RESEARCH & PREPARE FULL COUNCIL MEMO ON PROPOSED INITIATIVE INCLUDING BACKGROUND AND ANY NECESSARY RESEARCH:

- ○ Nominal (less than 5 hours)
- ◉ Moderate (5 to 10 hours)
- ○ Significant (more than 10 hours)

ESTIMATED COST OF PROPOSED INITIATIVE: Staff review of DTF plan.

WILL THE PROPOSED INITIATIVE REQUIRE A BUDGET AMENDMENT:

- ○ Yes
- ◉ No

WHAT CITY PROGRAMS OR STAFF ACTIVITIES ARE PROPOSED TO BE CUT OR REDUCED IN LIEU OF THE PROPOSED INITIATIVE, IF ANY:

N/A

DATE SUBMITTED: 2/10/2020

SIGNATURE

K:\ADMIN\DEPTWIDE\City Council