

CITY OF
BLOOMINGTON
COUNCIL MEETING
JUNE 8, 2020



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

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

PUBLIC COMMENT

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

CONSENT AGENDA

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

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

PUBLIC HEARING

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

REGULAR AGENDA

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

MAYOR AND COUNCIL MEMBERS

Mayor, At-Large - Tari Renner

City Council Members

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

City Manager - Tim Gleason

Deputy City Manager - Billy Tyus

CITY LOGO DESIGN RATIONALE

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

MISSION, VISION, AND VALUE STATEMENT

MISSION

To Lead, Serve and Uplift the
City of Bloomington

VISION

A Jewel of the Midwest Cities

VALUES

Service-Centered,
Results-Driven,
Inclusive

STRATEGIC PLAN GOALS

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

AGENDA



REGULAR SESSION CITY COUNCIL MEETING AGENDA
CITY COUNCIL CHAMBERS
109 EAST OLIVE STREET, BLOOMINGTON, IL 61701
MONDAY, JUNE 8, 2020, 6:00 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. City Manager's Discussion
7. Mayor's Discussion
8. Council Member's Discussion
9. 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>.

10. Recognition/Appointments

- A. Recognition of the Appointment of Robert Castillo to the Historic Preservation Commission, as requested by the Administration Department. *(Recommended Motion: Recognition only.)*

11. Consent Agenda

Electronic Roll Call Vote

- A. Consideration and action to approve Bills and Payroll in the amount of \$6,586,550.60, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*
- B. Consideration and action to approve the termination of the Management Agreement with VenuWorks for the onsite management of the Grossinger Motors Arena, as requested by the Legal Department. *(Recommended Motion: The proposed Termination Agreement be approved.)*
- C. Consideration and action to approve a Compliance Commitment Agreement to address the violations addressed in Violation Notice W-2020-50004 from the Illinois Environmental Protection Agency, for Lime Sludge Release to Money

Creek, as requested by the Public Works Department. *(Recommended Motion: The proposed Agreement be approved.)*

- D. Consideration and action to approve a Contract with Western Waterproofing Company, Inc. for repairs to the Police Parking Garage, in the amount of \$280,327.70 (Bid #2020-24), as requested by the Facilities Department and the Police Department. *(Recommended Motion: The proposed Contract be approved.)*
- E. Consideration and action to approve a Contract with Stark Excavating, Inc. for the Sunset Road Water Main Replacement Project (Bid # 2020-58), in the amount \$628,316, as requested by the Public Works Department. *(Recommended Motion: The proposed Contract be approved.)*
- F. Consideration and action on a Resolution Authorizing the Filing of the City of Bloomington 2020-2024 Consolidated Plan and on a Resolution Authorizing the Filing of the 2020 Annual Action Plan Program Application to the US Department of Housing and Urban Development, as requested by the Community Development Department. *(Recommended Motion: The proposed Resolutions be approved.)*
- G. Consideration and action to approve an Ordinance Approving the Vacation of a Portion of a Utility Easement in Mr. Quick Subdivision, as requested by the Public Works Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- H. Consideration and action on an Ordinance Suspending Section 26(d) of Chapter 6 of the Bloomington City Code to Allow Possession of Open Alcohol on Public Property in Specified Portions of Downtown Bloomington During the Brats and Bags Fundraising Tournament, held by the Bloomington Normal Sunrise Rotary, scheduled to take place on Friday, August 7, 2020, and consideration and action to Grant a Class LB (Limited Beer and Wine Only) Liquor License to the Organization for the date of the event, as requested by the City Clerk Department. *(Recommended Motion: The proposed Ordinance be approved and the proposed License be approved, contingent upon the organization's compliance with all Executive Orders relating to public gatherings, and all building, health, and safety codes.)*
- I. Consideration and action on the Application of Lil Beaver Brewery, LLC, d/b/a Lil Beaver Brewery, located at 16 Currency Dr., Unit 2, requesting to redefine their approved area for consumption with a permanent extension of premise to allow an Outdoor Service and Consumption Area, as requested by the City Clerk Department. *(Recommended Motion: The proposed License be approved contingent upon compliance with all Executive Orders relating to public gatherings, and all building, health, and safety codes.)*
- J. Consideration and action on the Application of ARJA Enterprises, d/b/a Las Margaritas Mexican Bar N Grill, to be located at 3805 Bally Bunion Road, requesting a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. *(Recommended Motion: The proposed License be approved contingent upon compliance with all Executive Orders relating to public gatherings, and all building, health, and safety codes.)*

- K. Consideration and action to approve a Lake Bloomington Lease Transfer of Lot 14 in Peoria Pointe, from Robert A. and Julie Dobski, to the petitioner, Rose Harms, as requested by the Public Works Department. *(Recommended Motion: The proposed Lease Transfer be approved.)*
- L. Consideration and action to approve a Lake Bloomington Lease Agreement, Supplemental Agreement, and Temporary Easement for Septic System so that Jeremy Sutton can lease the Lake Bloomington Lease of Lot 5, Block 22, in Camp Potawatomie, as requested by the Public Works Department. *(Recommended Motion: The proposed Lake Lease Agreement, Supplemental Agreement, and Temporary Easement be approved.)*

12. Regular Agenda

Electronic Roll Call Vote

- A. Consideration and potential action regarding Ordinance 2020-18, An Ordinance Declaring A Local Emergency Due to the COVID-19 Virus & Enacting Various Emergency Measures, as requested by the Legal Department. *(Recommended Motion: No modifications recommended at this time.) (Presentation by Tim Gleason, City Manager, 5 minutes; and City Council discussion, 5 minutes.)*
- B. Consideration and direction on extending the hours of operation for parking enforcement in downtown Bloomington, as requested by the City Council. *(Recommended Motion: That City staff be directed to draft an Ordinance extending downtown parking enforcement to 6:30 p.m. and to place it on a future agenda for formal consideration.) (Presentation by Jamie Mathy, Council Member, 3 minutes; and City Council discussion, 3 minutes.)*

13. Executive Session - Cite Section

Clerk-led Roll Call Vote

14. Adjournment

Voice Vote

RECOGNITIONS



RECOGNITION/APPOINTMENTS ITEM NO. 10.A

FOR COUNCIL: June 8, 2020

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Recognition of the Appointment of Robert Castillo to the Historic Preservation Commission, as requested by the Administration Department.

RECOMMENDED MOTION:
Recognition only.

STRATEGIC PLAN LINK:
-Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:
-Objective 5b. City decisions consistent with plans and policies

BACKGROUND: The included Appointment is representative of City Council's approval from the May 26, 2020 meeting.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amy Overton, Executive Assistant

Reviewed by:

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

Billy Ryus, Deputy City Manager

6/1/2020

A handwritten signature in black ink, appearing to read 'Chris Tomerlin'.

Chris Tomerlin, Budget Manager

6/1/2020

A handwritten signature in black ink, appearing to read 'Jeffrey R. Jurgens'.

Jeffrey R. Jurgens, Corporation Counsel

6/1/2020

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

Tara Henry, Legislative Assistant

6/3/2020

Recommended by:

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

Tim Gleason, City Manager

Attachments:

- ADM 1B Appointment from 052620_Robert Castillo_HPC



Appointment

Robert Castillo: *Historic Preservation Commission*

CONSENT AGENDA



CONSENT AGENDA ITEM NO. 11.A

FOR COUNCIL: June 8, 2020

SPONSOR: Finance Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve Bills and Payroll in the amount of \$6,586,550.60, as requested by the Finance Department.

RECOMMENDED MOTION:

The proposed Bills and Payroll be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Total disbursements to be approved \$6,586,550.60 (Payroll total \$2,579,602.42, Accounts Payable total \$2,357,403.61, and Bank Transfers total \$1,649,544.57).

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Support Staff V

Reviewed by:

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

F. Scott Rathbun, Finance Director

6/3/2020

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

Tara Henry, Legislative Assistant

6/4/2020

Recommended by:

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

Tim Gleason, City Manager

Attachments:

- FIN 1B Council Finance Summary Report 060820

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
5/22/2020	\$ 2,007,344.10	\$ 545,518.89	\$ 2,552,862.99

5/22/2020-05/27/2020	\$ 22,218.55	\$ 4,520.88	\$ 26,739.43
Off Cycle Adjustments			

PAYROLL GRAND TOTAL \$ 2,579,602.42

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total	PCARDS Date Range	Total
6/8/2020	AP General	\$ 1,606,903.55		
6/8/2020	AP JM Scott	\$ -		
6/8/2020	AP Comm Devel	\$ 35,753.32		
6/8/2020	AP IHDA	\$ 312.50		
6/8/2020	AP Library	\$ 28,888.71		
6/8/2020	AP MFT	\$ 10,690.53		
5/22/2020-5/28/2020	Out of Cycle	\$ 674,855.00		
2/29/2020-5/1/2020	AP Bank Transfers	\$ 1,649,544.57		
	AP GRAND TOTAL	\$ 4,006,948.18		
			PCARD GRAND TOTAL	\$ -

TOTAL \$ 6,586,550.60

Respectfully,

F. Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 11.B

FOR COUNCIL: June 8, 2020

SPONSOR: Legal Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the termination of the Management Agreement with VenuWorks for the onsite management of the Grossinger Motors Arena, as requested by the Legal Department.

RECOMMENDED MOTION:

The proposed Termination 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: VenuWorks has been providing on-site management of the Grossinger Motors Arena since April of 2016. This nationally recognized management company assisted the City with a difficult transition in 2016 and has served as a strong and valued partner with the City since they took over management of the facility. The existing management agreement with VenuWorks currently goes through June 30, 2021. Unfortunately, due to the pandemic, events at the Arena had to start being cancelled in the middle of March. This included sold-out concerts and other events.

Under Governor Pritzker's Restore Illinois Plan, events at large venues will only be authorized in Stage 5. Significant progress is required for the state to reach Stage 5, the final stage of the Restore Illinois Plan, at which time "all sectors of the economy" can reopen, including that "Conventions, festivals, and large events can take place".

To account for the inability to hold large events at the Arena and the related financial impact, the City and VenuWorks came to an agreement on the early termination of the management agreement.

In this period, the City will internally handle

WHAT PHASE 5 LOOKS LIKE

Testing, tracing and treatment are widely available throughout the state. Either a vaccine is developed to prevent additional spread of COVID-19, a treatment option is readily available that ensures health care capacity is no longer a concern, or there are no new cases over a sustained period. All sectors of the economy reopen with new health and hygiene practices permanently in place. Large gatherings of all sizes can resume. Public health experts focus on lessons learned and building out the public health infrastructure needed to meet and overcome future challenges. Health care equity is made a priority to improve health outcomes and ensure vulnerable communities receive the quality care they deserve.

any maintenance and operational issues with the Arena.

The parties have agreed there is no consequence or penalty for the early termination. However, the agreement does address the potential for a future change in circumstances. Specifically, if large events (defined as at least 3,000 attendees) are able to be held again and such an event does take place prior to June 30, 2021, the City will pay VenuWorks 5% of the net food and beverage commissions from any such events.

In addition, if the City utilizes a new onsite management company prior to the time VenuWorks' tenure would have naturally ended on June 30, 2021, the City will owe VenuWorks \$5,000 for each month said management company is utilized through said date. This provision is not applicable with the City's current plan to internally operate and maintain the Arena.

While operations are currently limited at the Arena, the City will continue to utilize the facility for any lawful purposes, including holding events again when feasible.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The City's FY2021 adopted budget reflects a net loss of \$347K for the VenuWorks managed division of the Arena Fund. The \$347K loss includes \$291K in operational utility expense and \$56K in net operating losses. Termination of the VenuWorks' agreement is anticipated to result in a net savings to the City. Assuming all operations are frozen for the year, the amount of savings will be dependent on the extent of transition expenses versus utility expense savings from reduced operational use of the facility.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

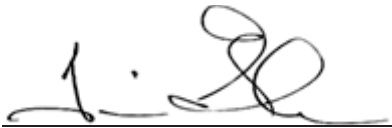
Prepared by: Jeffrey Jurgens, Corporation Counsel

Reviewed by:

	
Jeffrey R. Jurgens, Corporation Counsel	Chris Tomerlin, Budget Manager
6/1/2020	6/1/2020


Tara Henry, Legislative Assistant
6/4/2020

Recommended by:

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

Tim Gleason, City Manager

Attachments:

- LGL 1B Bloomington MOU Terminating Agreement



Fulfilling promises. Creating success.

4611 Mortensen Road Suite 111, Ames, IA 50014 www.VenuWorks.com Ph: 515-232-5151 Fax: 515-663-2022

MEMORANDUM

Date: May 21, 2020

To: Tim Gleason, City Manager – City of Bloomington, IL

Cc: Scott Rathbun, Director of Finance – City of Bloomington, IL
Jeff Jurgens, Corporation Counsel – City of Bloomington, IL

From: Steve Peters, CEO, VenuWorks Inc.

Re: Termination of VenuWorks Contract for Management of Grossinger Motors Arena

We have been proud to partner with the City of Bloomington to manage its arena since April of 2016. We have met and overcome many challenges together and exceeded financial goals for the past two fiscal years. However, we recognize current circumstances are having a severe financial impact on the City, and we understand your mandate to suspend current operations at the venue and terminate our management agreement.

The following terms will be observed in the transition from VenuWorks management to city control:

- The Management Agreement and all Amendments to the Management Agreement will be terminated effective June 8, 2020. All VenuWorks staff will be terminated effective June 7th, 2020. Effective immediately, VenuWorks will not have any authority over booking future events or making any other financial commitments for the arena on behalf of the City of Bloomington. All correspondence regarding the contracting, postponement or cancellation of events will be immediately transferred to the City's designated point of contact.
- VenuWorks acknowledges the following obligations to the City of Bloomington:
 - Ownership of Food & Beverage Equipment purchased with interest-free loan will revert to the City of Bloomington.
 - Cash on hand in Operating and Box Office bank accounts, as well as any change funds or petty cash on hand will be transferred to the City's designated account.
 - All inventories on hand and outstanding customer accounts receivable balances will be assigned to the City of Bloomington.
 - Accounting records and customer event information will be made available to the City, but personnel records are confidential and must be maintained by VenuWorks for 3 years after termination of the management agreement.
 - VenuWorks will use proceeds from the PPP loan to fund payroll through the pay period ending June 7, 2020.
 - As requested, VenuWorks will provide notice to vendors, sponsors, event planners, athletic teams and promoters regarding the change in operation, and provide City's designated point of contact for correspondence going forward.
 - VenuWorks will provide City with all event contracts and financial information.

- As a result of inability to hold certain events in FY20, the City will not hold VenuWorks to the \$350,000 expenditure cap, noting that the current review of the financials indicates the cap is unlikely to be reached.
- VenuWorks will help convert any financial information on the Ungerboeck software to City programs. If conversion is not feasible, the information will be printed for use by the City and/or access will be given to the City as reasonably requested, including as necessary for any audits.
- VenuWorks will assist and cooperate, in a reasonable manner, with the standard audits of the Arena.
- The City of Bloomington acknowledges the following financial and other obligations due and payable to VenuWorks:
 - Remaining balance of interest-free Food & Beverage Equipment Loan: \$80,000
 - Current accounts payable due to VenuWorks: \$23,137
 - Base management fees for May, and for the month of June prorated through June 7, 2020, in the amount of \$12,027.
 - City payment of employee paid time off (PTO) equal to unused accrued balance for employees.
- In addition to the financial terms outlined above, VenuWorks will bear no current or future financial responsibility for the following:
 - Expenses for cancellation of 4 events currently on sale (prepaid advertising, artist guarantees, or other upfront event expenses). VenuWorks will administratively assist in cancelling or rescheduling such events in an efficient and cost-effective manner but will not be held liable for said losses.
 - Expenses for cancellation of upcoming seasons for hockey and football teams (prepaid marketing costs involving team logo and name, advertising expense for future ticket sales, and any other substantiated investment made by respective teams in good faith to be funded by future ticket sales during upcoming seasons).
 - Refunds for sponsorships, suite sales, naming rights or any other contractually obligated income (COI) stream. VenuWorks will work at the City's direction to communicate with sponsors but will bear no financial responsibility due to closure of the arena.
 - Facility operating expenses.
- VenuWorks employees will have the opportunity to provide their contact information to the City for the possibility of future employment.
- If the City hires an outside company to provide onsite management and operation of the Arena prior to June 30, 2021, the City will pay VenuWorks \$5000 per month for each month said company is providing onsite management through June 30, 2021.
- If the City is able to and does hold a large event, defined as having 3000 or more attendees, at the Arena prior to June 30, 2021, the City will pay VenuWorks 5% of the net food and beverage revenue earned at such events.
- VenuWorks affirms it has shared all pertinent financial information regarding the FY20 accounting and has likewise disclosed any and all potential liabilities

This memorandum outlines the intent of both parties regarding the transition of management for the City's arena. Upon acceptance, it will constitute acknowledgment of the obligations outlined herein. Both parties will work in good faith to provide for a seamless transition for operations.



Steven L Peters, VenuWorks CEO

Accepted on behalf of the City of Bloomington, IL
By:

Name and Title

Date _____



CONSENT AGENDA ITEM NO. 11.C

FOR COUNCIL: June 8, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Compliance Commitment Agreement to address the violations addressed in Violation Notice W-2020-50004 from the Illinois Environmental Protection Agency, for Lime Sludge Release to Money Creek, as requested by the Public Works Department.

RECOMMENDED MOTION:

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

BACKGROUND: Public Works is recommending approval of a Compliance Commitment Agreement (CCA) with the Illinois Environmental Protection Agency (IEPA) to address the violations alleged in Violation Notice (VN) W-2020-50004 issued by the IEPA. The agency issued the VN to the City on February 3, 2020, for Lime Sludge Release (LSR), which the City self-reported to IEPA on January 6, 2020. As described in the VN, this LSR was an unpermitted discharge from the City's lime sludge lagoons which led to discharge and deposit of contaminants that created an offensive condition resulting in the violation notice.

On January 6, 2020, the City became aware of what was thought to be lime softening sludge discharge into the area between the western lime lagoon #2 embankment and Money Creek. On the same day as the discovery, the City



investigated the area and found lime softening sludge discharging from a manhole. The City closed the decant piping from the lagoons, which resulted in eliminating more lime softening sludge discharge from the manhole.

On January 7, 2020 an initial aerial observation survey was completed and on January 8, 2020, the City and field staff from IEPA and Illinois Department of Natural Resources (IDNR) investigated the area in and around Money Creek upstream and downstream of the apparent lime sludge discharge.

The primary cause of failure was found to be that the decant piping from lagoon #2 and lagoon #3 was plugged upstream of the lift station, which returns decant water to the Water Treatment Plant.

During a meeting with the IEPA on April 2, 2020, the City and IEPA discussed proposed terms for a CCA, which the City included in a written response to the VN on April 16, 2020. The proposed CCA was received on May 13, 2020, and contains terms and conditions that the IEPA has determined are necessary in order to attain compliance with the Illinois Environmental Protection Act. The City has 30 days to return the signed CCA to IEPA to avoid the alleged violations being referred to the Office of the Illinois Attorney General or McLean County State's Attorney.

Terms and Conditions offered by the IEPA are as follows:

- ✚ Complete a review of operational and maintenance procedures.
- ✚ Perform weekly inspections of the lagoons and manhole structures.
- ✚ Correct deficiencies of the two existing manhole structures located on the decant pipe by June 30, 2021.
- ✚ Conduct a survey and submit results of the survey, proposed removal activities (including impacts to the streambed and financial impacts with removal options considered), and a proposed schedule for cleanup/removal by September 30, 2020 for lime sludge mitigation in Money Creek.
- ✚ Assessment, including additional drone survey to be completed by August 31, 2020.
- ✚ Correct the deposited material located in Money Creek if deemed to be necessary.
- ✚ Complete all compliance activities listed in above and return the signed compliance statement by July 15, 2021.
- ✚ Once all violations are corrected and compliance is achieved, the Respondent must submit a completed statement of compliance form certifying that all Compliance Commitment Agreement measures/events have been successfully completed.
- ✚ Sign and submit Compliance Statement with original signatures.

The City has taken the following corrective action:

- ✚ January 9, 2020 - To avoid potential surcharge of the decant piping, the float switches in the wet well were corrected to lower the operating level of the wet well and allow for free flow discharge from the decant piping.
- ✚ January 10, 2020 - Decant piping cleaned.
- ✚ February 25, 2020 - Trees and brush were removed from the embankment allowing for clear access and visual inspection of manholes.
- ✚ March 5, 2020 - Cleaned and televised decant piping; piping found to be clear of obstruction.
- ✚ April 8, 2020 - A second aerial observation survey was completed.

Future Operational Changes:

- ✚ Maintenance procedures have been modified to include cleaning of decant piping annually.
- ✚ Customized Environmental Solutions (current lime softening sludge removal contractor)

will be directed to remove excess lime softening solids from the area around lagoon #2 decant structure when lime removal and agricultural land application operations are resumed.

- ❖ Additional lime softening sludge removal will be completed in 2020 as the Spring season for land application allows.
- ❖ The City will advertise for a new lime softening sludge removal contract with a requirement for increased removal rate. Current contract expires in August 2020.
- ❖ Operational procedures have been modified to include weekly visual inspections of the lagoon decant flow for signs of leakage, surcharge, and unpermitted discharge at each of the three (3) lagoons.

Ongoing Maintenance Projects at the Lagoons:

- ❖ Replacing entire decant header including new cleanouts and eliminating the manholes to eliminate manhole overflows.
- ❖ Stabilizing roads and lagoon embankments.
- ❖ Continuing removal of trees and brush along embankments.

Potential Mitigation Activities within Money Creek (if required by IEPA):

- ❖ Any future environmental mitigation is addressed in Section 5, subparagraphs (e), (f) and (g) of the CCA. The Water Purification Division will complete an additional aerial drone survey by August 31, 2020, and will submit the results of the drone survey, proposed removal activities (including impacts to the streambed and financial impacts with removal options considered), and a proposed schedule for cleanup/removal by September 30, 2020. Based upon the drone survey, field investigation, and the potential impacts to the streambed and financial considerations, the IEPA may require the City adhere to an agreed upon schedule for cleanup/removal. Depending on the outcome of the IEPA decision on any future environmental mitigation, the Division will move forward within the City's standard procurement policies.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this project is a priority of the City, and staff is recommending it be approved. The project is a priority because of the time-sensitive compliance schedule required by IEPA.

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: Illinois Environmental Protection Agency

FINANCIAL IMPACT: The City has spent approximately \$101,000.00 utilizing the Utility Maintenance Contract with George Gilder, Inc., as well as Operational budget resources to achieve compliance. The Water Purification Division is unable to forecast future costs of environmental mitigation due to the uncertainty of what the IEPA will require based upon the final submittal of future survey results. Once the Water Purification Division confirms if

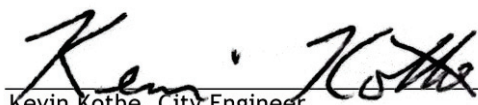
the IEPA will require future mitigation efforts, the Division will move forward within the City's standard procurement policies.

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

Respectfully submitted for Council consideration.

Prepared by: Kevin Whitehouse, Superintendent of Water Purification

Reviewed by:


Kevin Kothe, City Engineer

5/26/2020


Chris Tomertin, Budget Manager

5/28/2020

Angela Fyans-Jimenez
Angela Fyans-Jimenez, Deputy Corporation Counsel

6/2/2020


Tara Henry, Legislative Assistant

6/2/2020

Recommended by:


Tim Gleason, City Manager

Attachments:

- PW 3B IEPA LSR CCA Agreement_IEPA Compliance Commitment Agreement 06082020
- PW 3C IEPA LSR Report_IEPA Compliance Commitment Agreement 06082020
- PW 3D IEPA LSR Violation Notice_IEPA Compliance Commitment Agreement 06082020
- PW 3E IEPA LSR CCA Proposal_IEPA Compliance Commitment Agreement 06082020
- PW 3F IEPA LSR Location Map_IEPA Compliance Commitment Agreement 06082020



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

217-782-9861

May 7, 2020

CERTIFIED MAIL # 7019 1120 0001 3038 1229
RETURN RECEIPT REQUESTED

City of Bloomington
Attn: Kevin Kothe
115 East Washington Street
Bloomington, IL 61702

**Re: Proposed Compliance Commitment Agreement
Bloomington WTP – ILG640287 – W1130200010
Violation Notice: W-2020-50004**

Dear Mr. Kothe:

The Illinois Environmental Protection Agency ("Illinois EPA") has reviewed the proposed Compliance Commitment Agreement ("CCA") terms submitted by **Bloomington WTP – ILG640287** in letters dated **March 17, 2020 and April 16, 2020**, in response to the Violation Notice dated **February 3, 2020**. Pursuant to the authority vested in the Illinois EPA under Section 31(a)(7)(i) of the Illinois Environmental Protection Act ("Act"), 415 ILCS 5/31(a)(7)(i), attached to this letter is a proposed CCA, which contains terms and conditions that the Illinois EPA has determined are necessary in order for you to attain compliance with the Act and Illinois Pollution Control Board Regulations.

Pursuant to Section 31(a)(7.5) of the Act, 415, ILCS 5/31(a)(7.5), within 30 days of your receipt of this proposed CCA, **Bloomington WTP – ILG640287** or its duly authorized representative must either (1) agree to and sign the proposed CCA, and submit the signed and dated CCA by certified mail to Illinois EPA Division of Water Pollution Control, Attn.: Caleb Ruyle/CAS#19, P.O. Box 19276, Springfield, IL 62794-9276; or (2) notify the Illinois EPA by certified mail that **Bloomington WTP – ILG640287** rejects the proposed CCA.

The proposed CCA shall only become effective upon your timely submittal of the signed CCA as discussed above, and upon final execution by the Illinois EPA. Failure by **Bloomington WTP – ILG640287** to execute and submit the proposed CCA within 30 days of receipt shall be deemed a rejection of the CCA by operation of law. Upon timely receipt of the signed CCA, the Illinois EPA will send you a fully executed copy of the CCA for your records.

Page 2 of 2

Bloomington WTP – ILG640287

VN W-2020-50004

In addition, the proposed CCA is not subject to amendment or modification prior to execution by **Bloomington WTP – ILG640287** and the Illinois EPA. Any amendment or modification to the proposed CCA by Respondent prior to execution by **Bloomington WTP – ILG640287** and the Illinois EPA shall be deemed a rejection of the proposed CCA by operation of law. The proposed CCA may only be amended subsequent to its effective date, in writing, and by mutual agreement between the Illinois EPA and **Bloomington WTP – ILG640287**.

Questions regarding this matter should be directed to Caleb Ruyle at 217/782-9861. Written communications should be directed to:

Illinois EPA – Division of Water Pollution Control
Attn: Caleb Ruyle/CAS #19
P.O. Box 19276
Springfield, IL 62794-9276

Sincerely, 

James L. Miles
Acting Manager, Compliance Assurance Section
Bureau of Water

Attachment

IN THE MATTER OF:

City of Bloomington
115 E. Washington Street
Bloomington, IL 61702

McLean

)
)
)
)
)
)
)

ILLINOIS EPA VN W-2020-50004
BUREAU OF WATER

COMPLIANCE COMMITMENT AGREEMENT

I. Jurisdiction

1. This Compliance Commitment Agreement (“CCA”) is entered into voluntarily by the Illinois Environmental Protection Agency (“Illinois EPA”) and **Bloomington WTP – ILG640287** (“Respondent”) (collectively, the “Parties”) under the authority vested in the Illinois EPA pursuant to Section 31(a)(7)(i) of the Illinois Environmental Protection Act (“Act”), 415 ILCS 5/31(a)(7)(i).

II. Allegation of Violations

2. Respondent owns and/or operates **Bloomington WTP – ILG640287**, a water treatment facility in McLean County, Illinois.
3. Pursuant to Violation Notice (“VN”) **W-2020-50004**, issued on **February 3, 2020**, the Illinois EPA contends that Respondent has violated the following provisions of the Act and Illinois Pollution Control Board (“Board”) Regulations:
 - a) **Unpermitted Discharge** - Section 12(a) and (f) of the Act, 415 ILCS 5/12(a) and (f) (2018); 35 Ill. Adm. Code 309.102(a)
 - b) **Discharge of Contaminants** - Section 12(a) of the Act, 415 ILCS 5/12(a) (2018)
 - c) **Deposit of Contaminants** - Section 12(d) of the Act, 415 ILCS 5/12(d) (2018)
 - d) **Offensive Discharge** - Section 12(a) of the Act, 415 ILCS 5/12(a) (2018); 35 Ill. Adm. Code 304.106
 - e) **Offensive Conditions** - Section 12(a) of the Act, 415 ILCS 5/12(a) (2018); 35 Ill. Adm. Code 302.203

- f) **Water Quality Violations** - Section 12(a) of the Act, 415 ILCS 5/12(a) (2018); 35 Ill. Adm. Code 304.105
- g) **Systems Reliability** - Section 12(a) of the Act, 415 ILCS 5/12(a) (2018); 35 Ill. Adm. Code 306.102(a)

III. Compliance Activities

- 4. On **March 19, 2020 and April 17, 2020**, the Illinois EPA received Respondent's response to **VN W-2020-50004**, which included proposed terms for a CCA. The Illinois EPA has reviewed Respondent's proposed CCA terms, as well as considered whether any additional terms and conditions are necessary to attain compliance with the alleged violations cited in the VN.
- 5. Respondent agrees to undertake, and complete the following actions, which the Illinois EPA has determined are necessary to attain compliance with the allegations contained in **VN W-2020-50004**:
 - a) **Bloomington WTP – ILG640287** determined that lagoon #2 was the source of the discharge and the decant valve was closed, stopping the discharge from the lagoon on January 6, 2020.
 - b) **Bloomington WTP – ILG640287** determined that the piping from Lagoon #2 and Lagoon #3 to the lift station that returns decant water to the water treatment plant was plugged upstream of the lift station. On January 10, 2020, the decant piping was cleaned by water jetting. This was verified using a camera on March 5, 2020 and no obstructions were found.
 - c) **Bloomington WTP – ILG640287** completed a review of operations and maintenance procedures on January 10, 2020 and made changes to the sludge removal amounts, frequency of cleaning of the decant piping, wet well float configuration, removal of trees and brush along the embankment and around manholes (completed 2/25/2020), and weekly visual inspections of the lagoons and manhole structures.
 - d) **Bloomington WTP – ILG640287** will correct the deficiencies of the two existing manhole structures located on the decant piping using pipe and fittings with clean out piping access at the top of the lagoon berm, thus eliminating the manholes. This will be completed by June 30, 2021.
 - e) **Bloomington WTP – ILG640287** will correct the deposited material located in Money Creek if it is determined to be necessary. Aerial observation using a drone was completed on April 8, 2020 with further inspection to be undertaken.
 - f) **Bloomington WTP – ILG640287** will complete the assessment of remaining lime sludge deposits with an additional drone survey by August 31, 2020.

- g) **Bloomington WTP – ILG640287** will submit the results of the survey, proposed removal activities (including impacts to the streambed and financial impacts with removal options considered), and a proposed schedule for cleanup/removal by September 30, 2020.
- h) **Bloomington WTP – ILG640287** will complete all compliance activities listed in above and will return the signed compliance statement required by item (i) below by July 15, 2021.
- i) Once all violations are corrected and compliance is achieved, the Respondent must submit a completed statement of compliance form (Attached) certifying that all Compliance Commitment Agreement measures/events have been successfully completed. Sign and submit enclosed Compliance Statement with original signatures.

IV. Terms and Conditions

6. Respondent shall comply with all provisions of this CCA, including, but not limited to, any appendices to this CCA and all documents incorporated by reference into this CCA. Pursuant to Section 31(a)(10) of the Act, 415 ILCS 5/31(a)(10), if Respondent complies with the terms of this CCA, the Illinois EPA shall not refer the alleged violations that are the subject of this CCA, as described in Section II above, to the Office of the Illinois Attorney General or the State's Attorney of the county in which the alleged violations occurred. Successful completion of this CCA or an amended CCA shall be a factor to be weighed, in favor of the Respondent, by the Office of the Illinois Attorney General in determining whether to file a complaint on its own motion for the violations cited in **VN W-2020-50004**.
7. This CCA is solely intended to address the violations alleged in Illinois EPA **VN W-2020-50004**. The Illinois EPA reserves, and this CCA is without prejudice to, all rights of the Illinois EPA against Respondent with respect to noncompliance with any term of this CCA, as well as to all other matters. Nothing in this CCA is intended as a waiver, discharge, release, or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the Illinois EPA may have against Respondent, or any other person as defined by Section 3.315 of the Act, 415 ILCS 5/3.315. This CCA in no way affects the responsibilities of Respondent to comply with any other federal, state or local laws or regulations, including but not limited to the Act, and the Board Regulations.
8. Pursuant to Section 42(k) of the Act, 415 ILCS 5/42(k), in addition to any other remedy or penalty that may apply, whether civil or criminal, Respondent shall be liable for an additional civil penalty of \$2,000 for violation of any of the terms or conditions of this CCA.
9. This CCA shall apply to and be binding upon the Illinois EPA, and on Respondent and Respondent's officers, directors, employees, agents, successors, assigns, heirs, trustees, receivers, and upon all persons, including but not limited to contractors and consultants, acting on behalf of Respondent, as well as upon subsequent purchasers of Respondent's sanitary sewer.
10. In any action by the Illinois EPA to enforce the terms of this CCA, Respondent consents to and agrees not to contest the authority or jurisdiction of the Illinois EPA to enter into or enforce this CCA, and agrees not to contest the validity of this CCA or its terms and conditions.

11. This CCA shall only become effective:

- a) If, within 30 days of receipt, Respondent executes this CCA and submits it, via certified mail, to Illinois EPA Division of Water Pollution Control, Attn: Caleb Ruyle/CAS #19, P.O. Box 19276, Springfield, IL 62794-9276. If Respondent fails to execute and submit this CCA within 30 days of receipt, via certified mail, this CCA shall be deemed rejected by operation of law; and
- b) Upon execution by all Parties.

12. Pursuant to Section 31(a)(7.5) of the Act, 415 ILCS 5/31(a)(7.5), this CCA shall not be amended or modified prior to execution by the Parties. Any amendment or modification to this CCA by Respondent prior to execution by all Parties shall be considered a rejection of the CCA by operation of law. This CCA may only be amended subsequent to its effective date, in writing, and by mutual agreement between the Illinois EPA and Respondent's signatory to this CCA, Respondent's legal representative, or Respondent's agent.

AGREED:

FOR THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:

BY: _____
James L. Miles
Acting Manager, Compliance Assurance Section
Bureau of Water

DATE: _____

FOR RESPONDENT:

BY: _____

DATE: _____

Illinois EPA Compliance Statement

You are required to state that you have returned to compliance with the Act and the regulations that were the subject of the violation notice (VN) (415 ILCS 5/31). The owner of the facility must acknowledge compliance and/or that all compliance commitment agreement (CCA) interim measures/events have been successfully completed and compliance has been achieved.

Please complete, sign, and return.

I _____ (print name), hereby certify that all violations addressed in Violation Notice (VN) number _____ have been addressed and that compliance was achieved on _____ (date).

Signature

Title

Telephone Number

Date

Be sure to retain copies of this document for your files. Should you need additional notification forms, please contact this office at (217)785-0561. Return this completed form to:

Illinois Environmental Protection Agency
Compliance Assurance Section #19
Bureau of Water
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276

"Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Agency,.....related to or required by this Act, a regulation adopted under this Act, any federal law or regulation for which the Agency has responsibility, or any permit, term, or condition thereof, commits a Class 4 felony..." (415 ILCS 5/44(h) (8))



Illinois Environmental Protection Agency

Bureau of Water • 1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276

Sanitary Sewer Overflow or Bypass Notification Summary Report

- Within 24 hours of the occurrence, notify the Illinois EPA regional wastewater staff by telephone, FAX, email or voice mail, if staff are unavailable.
- Within 5 days of the occurrence, provide a written report describing the overflow or bypass, including all information requested on this form. The permittee is required to submit this form or other equivalent written notification to the Illinois EPA at:

Bureau of Water/Compliance Assurance Section - MC #19
1021 North Grand Avenue East
P.O. Box 19276
Springfield, IL 62794-9276

NOTE: You may complete this form online, save a copy locally, print, sign and submit it to the BOW/CAS MC #19, at the above address. You may also print the form before completing it by hand, signing and submitting it.

Failure to notify the Illinois EPA as specified may result in fines up to \$10,000 for each day of violation.

Instructions: Use this form to report all unscheduled sanitary sewer overflow or bypass occurrences. Attach additional information as necessary to explain or document the overflow or bypass. For the purpose of this report, an overflow or bypass is defined as the discharge of untreated sewage from the sanitary sewer collection system to a surface water and/or ground due to circumstances such as those identified by the check boxes in the overflow or bypass details section of this form.

Use one form per occurrence. A single occurrence may be more than one day if the circumstances causing the overflow or bypass results in a discharge duration of more than 24 hours. If there is a stop and restart of the overflow or bypass within 24 hours, but it is caused by the same circumstances, report it as one occurrence. If the discharges are separated by more than 24 hours, they should be reported as separate occurrences.

24 Hour Notification Information

Permittee (Municipality or Facility Name): City of Bloomington	Permit Number: ILG640278	Person Representing Permittee Who Contacted IEPA: Kevin Whitehouse
---	-----------------------------	---

Date: 01/06/20	Time: 1:15	AM ☐ PM ☒	IEPA Office Contacted: Champaign	Name of IEPA Employee Contacted: Matt Talbert
-------------------	---------------	--	-------------------------------------	--

Sanitary Sewer Overflow or Bypass Details

Date and Duration of Overflow or Bypass Occurrence (complete a separate form for each occurrence):

Start Date:	Time:	AM ☐ PM ☐	Duration of the overflow or bypass (hours and minutes):
			Unknown

Estimated Volume of Wastewater Discharged (gallons):	WWTP Flow During bypass (report in MGD): Not applicable for a collection system SSO.	Location of the Overflow or Bypass:
Unknown	N/A	West side of lime sludge lagoon #2

Circumstances Causing the Overflow or Bypass (check all that apply)

WPC 733
11/2011

☐ Rain	☐ Power Outage	☐ Equipment Failure	☒ Other (explain below)
☐ Snow Melt	☐ Broken Sewer	☐ Widespread Flooding	

Provide a narrative description to further explain why the overflow or bypass occurred. For example, describe what equipment failed. What caused the power outage, or what plugged the sewer. Flooding should only be indicated, as a cause if there is significant flooding that is caused by high river, stream, or lake water levels, not just localized high water in the street.

Please see attached for additional information. A location map and aerial photograph is also attached.

Wet Weather (if applicable)

Date(s) and Duration of Rainfall:

Start Date: _____ Time: _____ AM PM _____ End Date: _____ Time: _____ AM PM _____ Amount of Rainfall (inches) _____ Amount of Snow Melt (inches) _____

Contributing Soil Conditions (saturated, frozen, soil type) _____

Where Did the Discharge from the Overflow or Bypass Go? (check all that apply)

Provide the name of the local receiving water that the wastewater enters, which could be a nearby stream, river, lake, or wetland. If discharge does not enter directly into surface water, but indirectly by way of a ditch or storm sewer, trace the path of the ditch or storm sewer to find the receiving water.

☐ Runs on ground and absorbs into the soil☒ Ditch: Name of surface water it drains to: Money Creek☐ Storm Sewer: Name of surface water it drains to: _____☐ Surface water direct discharge: _____☐ Basement Back-ups, (Number & use (i.e.residential, commercial) of buildings affected): _____☐ Other, describe: _____**Actions to Correct This Occurrence and Prevent Future Owerflows or Bypasses**

Describe what actions were taken to minimize the volume of wastewater discharged from the overflow or bypass reported on this form. Also describe what actions are planned to prevent or minimize future overflows or bypasses. Illinois law and NPDES permits prohibit overflows or bypasses, unless certain specified conditions are met. Sanitary sewer overflows and bypasses may be the subject of enforcement action.

Please see attached for additional information.

Report Completed By

Contact Person: Kevin Whitehouse
Street Address: 25515 Waterside Way
PO Box: _____
City: Hudson State: IL
Zip Code: 61748 Phone: 309-434-2152
County: McLean

Authorized Representative Contact Information

Contact Person: Jim Karch
Title: Director of Public Works
Street Address: 115 E. Washington St. Room 301
PO Box: _____
City: Bloomington State: IL
Zip Code: 61702 Phone: 309-434-2385
County: McLean

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))

Authorized Representative Name (Print)

Jim Karch

Title

Director of Public Works

Authorized Representative Signature

Date

1/10/20

January 10, 2020

Sanitary Sewer Overflow or Bypass Notification Summary Report - Additional Information

24 Hour Notification Information

Permittee – City of Bloomington

Permit Number – ILG640278

Person Representing Permittee Who Contacted IEPA – Kevin Whitehouse

Date / Time – 01/06/20, 1:15 PM

Circumstances Causing the Overflow or Bypass

Bloomington Water Treatment Plant has three lime sludge lagoons located west of the treatment plant. A location map and aerial photo of the area are attached. The lagoons are connected via an underground piping system that allows decant water to flow between the lagoons to enable proper operation. The piping system is connected to a lift station adjacent the southernmost lagoon. The lift station pumps the decant water to the water treatment plant for reuse.

The piping system between the middle lagoon and the lift station developed a blockage causing the system to surcharge. In addition, the lagoons currently contain more lime sludge than desired for normal operations. Though a contractor has been onsite removing the sludge, the additional sludge is causing staff to operate the system differently than operationally desired.

These circumstances caused the water elevation in the middle and north lagoon to be raised further above the rim elevation of a manhole than typically experienced during normal operations.

Decant water and lime sludge exited the manhole and flowed into Money Creek, resulting in visible deposits of lime sludge impacting approximately 985 feet of the creek.

Actions to Correct This Occurrence and Prevent Future Overflows or Bypasses

The valves controlling flow from the middle and north lagoons to the underground piping system were closed to stop the overflow and allow further investigation to occur.

Due to the area being heavily overgrown, a drone was used to photograph the area and help determine the extent of the overflow. In addition, staff performed onsite review.

The underground piping system was cleaned using a sewer jet truck which removed a blockage. This allowed the water to flow freely to the lift station.

A meeting occurred with the Matt Talbert and Jeffrey Holste, both from the Illinois Environmental Protection Agency, on January 8, 2020, to discuss the situation and conduct a physical inspection of the affected area. An inspection was also conducted by Trent Thomas, Illinois Department of Natural Resources, on January 8, 2020. Neither group observed any impacts to fish or wildlife. A meeting with Bodine Environmental occurred on January 9, 2020, to evaluate the overflow and review cleanup options, if determined necessary.

Staff anticipates a multi-tiered response:

1. In the near future, staff will utilize the sewer televising truck to perform additional inspections of the underground piping system to ensure proper operations of the system.
2. Annually televise and clean the underground piping system.
3. Add a computer monitoring system at this location through the recently awarded SCADA maintenance contract.
4. Increase amount of lime sludge removal in an upcoming Request for Proposal.
5. Remove brush west of the lagoon system to provide access and a clear line of sight of the area.
6. Reconstruct manholes on the underground pipe system to prevent future overflows to occur in the same manner.



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



217/782-9861

February 3, 2020

CERTIFIED MAIL # 7019 1120 0001 3038 0765
RETURN RECEIPT REQUESTED

City of Bloomington
Attn: Tim Gleason
109 East Olive Street
Bloomington, IL 61701

Re: Violation Notice: Bloomington WTP – ILG640278 – W1130200010
Violation Notice No.: W-2020-50004

Dear Mr. Gleason:

This constitutes a Violation Notice pursuant to Section 31(a)(1) of the Illinois Environmental Protection Act ("Act"), 415 ILCS 5/31(a)(1), and is based upon a review of available information and an investigation by representatives of the Illinois Environmental Protection Agency ("Illinois EPA").

The Illinois EPA hereby provides notice of alleged violations of environmental laws, regulations, or permits as set forth in Attachment A to this notice. Attachment A includes an explanation of the activities that the Illinois EPA believes may resolve the specified alleged violations, including an estimate of a reasonable time period to complete the necessary activities. Due to the nature and seriousness of the alleged violations, please be advised that resolution of the violations may also require the involvement of a prosecutorial authority for purposes that may include, among others, the imposition of statutory penalties.

A written response, which may include a request for a meeting with representatives of the Illinois EPA, must be submitted via certified mail to the Illinois EPA within 45 days of receipt of this letter. If a meeting is requested, it shall be held within 60 days of receipt of this notice. The response must include information in rebuttal, explanation, or justification of each alleged violation and a statement indicating whether or not the facility wishes to enter into a Compliance Commitment Agreement ("CCA") pursuant to Section 31(a) of the Act. If the facility wishes to enter into a CCA, the written response must also include proposed terms for the CCA that includes dates for achieving each commitment and may include a statement that compliance has been achieved for some or all of the alleged violations. The proposed terms of the CCA should contain sufficient detail and must include steps to be taken to achieve compliance and the necessary dates by which compliance will be achieved.

The Illinois EPA will review the proposed terms for a CCA provided by the facility and, within 30 days of receipt, will respond with either a proposed CCA or a notice that no CCA will be issued by the Illinois EPA. If the Illinois EPA sends a proposed CCA, the facility must respond in writing by, either agreeing to and signing the proposed CCA, or by notifying the Illinois EPA that the facility rejects the terms of the proposed CCA. When compliance is achieved, the owner of the facility must submit a completed statement of compliance form certifying that all Compliance Commitment Agreement measures/events have been successfully completed.

If a timely written response to this Violation Notice is not provided, it shall be considered a waiver of the opportunity to respond and meet, and the Illinois EPA may proceed with referral to a prosecutorial authority.

Written communications should be directed to:

Illinois EPA – Division of Water Pollution Control
Attn: Caleb Ruyle/ CAS#19
P.O.BOX 19276
Springfield, IL 62794-9276

All communications must include reference to this Violation Notice number, **W-2020-50004**.

Questions regarding this Violation Notice should be directed to Caleb Ruyle at 217/782-9861.

Sincerely,


James L. Miles
Acting Manager, Compliance Assurance Section
Division of Water Pollution Control
Bureau of Water

Attachments

ATTACHMENT A

Bloomington WTP – ILG640278

VIOLATION NOTICE NO. W-2020-50004

Questions regarding the violations identified in this attachment should be referred to Caleb Ruyle at (217) 782-9861.

On January 6, 2020, the Illinois EPA was notified of a lime sludge release from the City of Bloomington's lime sludge lagoons located near the City's water treatment plant. On January 8, 2020 representatives of the Illinois EPA conducted an investigation at the location of the incident. During the investigation and with information provided by facility personnel, it was determined that a blockage in the sewer line caused a backup in manhole #2 and allowed it to overflow. The lime sludge ran across the ground and discharged into Money Creek, causing offensive conditions in the creek. Deposits of lime sludge were observed along the flow path and along the bank of Money Creek. Based on these findings, the facility is in apparent violation of the Illinois Environmental Protection Act.

A review of information available to the Illinois EPA indicates the following violations of statutes, regulations, or permits. Included with each type of violation is an explanation of the activities that the Illinois EPA believes may resolve the violation including an estimated time period for resolution.

Unpermitted Discharge/Failure to Obtain an NPDES Permit for Point Source Discharge

Implement necessary actions to prevent any further unpermitted discharge. Compliance is expected immediately.

<u>Violation</u> <u>Date</u>	<u>Violation</u> <u>Description</u>
01/08/2020	Except as in compliance with the provisions of the Act, Board regulations, and the CWA & (Clean Water Act), and the provisions and conditions of the NPDES (National Pollutant Discharge Elimination System) permit issued to the discharger, the discharge of any contaminant or pollutant by any person into the waters of the State from a point source shall be unlawful.
Rule/Reg.:	Section 12(a) and (f) of the Act, 415 ILCS 5/12(a) and (f) (2018), 35 Ill. Adm. Code 309.102(a)

Discharge of Contaminants

Cease and desist from discharging contaminants that cause or threaten to cause water pollution. Review operational and maintenance procedures and correct the deficiencies which caused the violation. Compliance is expected to be pursued immediately.

<u>Violation</u> <u>Date</u>	<u>Violation</u> <u>Description</u>
01/08/2020	No person shall cause, threaten or allow the discharge of any contaminants into the environment in any State so as to cause or tend to cause water pollution in Illinois, either alone or in combination with matter from other sources; or so as

to violate regulations or standards adopted by the Pollution Control Board under this Act.

Rule/Reg.: Section 12(a) of the Act, 415 ILCS 5/12(a) (2018)

Deposit of Contaminants

Cease and desist from depositing contaminants that cause or threaten to cause water pollution. Compliance is expected to be pursued immediately.

<u>Violation Date</u>	<u>Violation Description</u>
01/08/2020	Deposited contaminants on the ground in such a manner that caused or threatened to cause a water pollution hazard.

Rule/Reg.: Section 12(d) of the Act, 415 ILCS 5/12(d) (2018)

Offensive Discharge

Review and evaluate the operational procedures in order to correct the deficiencies which caused the violations. Discharges must not cause a violation of water quality standards. Compliance is expected immediately.

<u>Violation Date</u>	<u>Violation Description</u>
01/08/2020	No effluent shall contain settleable solids, floating debris, visible oil, grease, scum or sludge solids. Color, odor and turbidity must be reduced to below obvious levels.

Rule/Reg.: Section 12(a) of the Act, 415 ILCS 5/12(a) (2018),
35 Ill. Adm. Code 304.106

Offensive Conditions

Review and evaluate your operational procedures in order to correct the deficiencies which caused the violations. Discharges must not cause a violation of water quality standards. Compliance is expected to be achieved immediately.

<u>Violation Date</u>	<u>Violation Description</u>
01/08/2020	Waters of the State shall be free from sludge or bottom deposits, floating debris, visible oil, odor, plant, oil, odor, plant or algal growth, color or turbidity of other than natural origin.

Rule/Reg.: Section 12(a) of the Act, 415 ILCS 5/12(a) (2018)
35 Ill. Adm. Code 302.203

Water Quality Violations

Review and evaluate your operational procedures in order to correct the deficiencies which caused the violations. Discharges must not cause a violation of water quality standards. Compliance is expected immediately.

<u>Violation Date</u>	<u>Violation Description</u>
01/08/2020	Discharge of contaminants caused a violation of water quality standards.
Rule/Reg.:	Section 12(a) of the Act, 415 ILCS 5/12(a) (2018), 35 Ill. Adm. Code 304.105

Systems Reliability

Review the operational and maintenance procedures in order to correct the deficiencies which caused the violations. Compliance with this requirement is expected to be achieved immediately.

<u>Violation Date</u>	<u>Violation Description</u>
01/08/2020	All treatment works and associated facilities shall be so constructed and operated as to minimize violations of applicable standards during such contingencies as flooding, adverse weather, power failure, equipment failure, or maintenance, through such measures as multiple units, holding tanks, duplicate power sources, or such other measures as may be appropriate.
Rule/Reg.:	Section 12(a) of the Act, 415 ILCS 5/12(a) (2018); 35 Ill. Adm. Code 306.102(a)



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

April 16, 2020

Illinois EPA – Division of Water Pollution Control
Attn: Caleb Ruyle/ CAS #19
PO Box 19276
Springfield IL 62794-9276

Subject: Violation Notice Number W-2020-50004
City of Bloomington – Bloomington WTP – ILG640278 – W1130200010

Dear Mr. Ruyle:

This letter constitutes the proposal of the City of Bloomington (City) for terms of a Compliance commitment Agreement (CCA) with the Illinois Environmental Protection Agency (Agency). The City appreciates the opportunity to meet with Agency representatives on April 3, 2020 to review and discuss the City's provisional written corrective actions. These proposed CCA terms are based on our understanding of that discussion.

Attachment A shall constitute the City's proposed CCA terms as corrective action regarding compliance that has been or will be achieved for each item of violation included in the subject Notice of Violation.

Sincerely,

A handwritten signature in blue ink that reads 'Kevin Kothe'.

Kevin Kothe, P.E.
Director of Public Works
kkothe@cityblm.org
(309) 434-2225

ATTACHMENT A

Bloomington WTP – ILG640278

Violation Notice No. W-2020-50004

Proposed Terms for Compliance Commitment Agreement

Violation Notice No. W-2020-50004 noted seven items:

Item 1 - Unpermitted Discharge/Failure to Obtain NPDES Permit for Point Source Discharge

Date of Violation: 01/08/2020

Rule/Reg: Section 12(a)&(f) of the Act, 415 ILCS 5/12(a)&(f) (2018); 35 IAC 309.102(a)

Expected Activities to resolve violation: Implement necessary actions to prevent further unpermitted discharge. Compliance is expected immediately.

Item 2 - Discharge of Contaminants

Date of Violation: 01/08/2020

Rule/Reg: Section 12(a) of the Act, 415 ILCS 5/12(a) (2018)

Expected Activities to resolve violation: Cease and desist from discharging contaminants that cause or threaten to cause water pollution. Review operational and maintenance procedures and correct deficiencies which caused the violation. Compliance is expected to be pursued immediately.

Item 3 - Deposit of Contaminants

Date of Violation: 01/08/2020

Rule/Reg: Section 12(d) of the Act, 415 ILCS 5/12(d) (2018)

Expected Activities to resolve violation: Cease and desist from depositing contaminants that cause or threaten to cause water pollution. Compliance is expected to be pursued immediately.

Item 4 - Offensive Discharge

Date of Violation: 01/08/2020

Rule/Reg: Section 12(a) of the Act, 415 ILCS 5/12(a) (2018); 35 IAC 304.106

Expected Activities to resolve violation: Review and evaluate the operational procedures in order to correct the deficiencies which caused the violations. Discharges must not cause a violation of water quality standards. Compliance is expected immediately.

Item 5 - Offensive Conditions

Date of Violation: 01/08/2020

Rule/Reg: Section 12(a) of the Act, 415 ILCS 5/12(a) (2018); 35 IAC 302.203

Expected Activities to resolve violation: Review and evaluate your operational procedures in order to correct the deficiencies which caused the violations. Discharges must not cause a violation of water quality standards. Compliance is expected immediately.

Item 6 - Water Quality Violations

Date of Violation: 01/08/2020

Rule/Reg: Section 12(a) of the Act, 415 ILCS 5/12(a) (2018); 35 IAC 304.105

Expected Activities to resolve violation: Review and evaluate your operational procedures in order to correct the deficiencies which caused the violations. Discharges must not cause a violation of water quality standards. Compliance is expected immediately.

Item 7 - System Reliability

Date of Violation: 01/08/2020

Rule/Reg: Section 12(a) of the Act, 415 ILCS 5/12(a) (2018); 35 IAC 306.102(a)

Expected Activities to resolve violation: Review the operational and maintenance procedures in order to correct the deficiencies which caused the violations. Compliance with this requirement is expected to be achieved immediately.

Corrective Actions Undertaken to address Violation Items 1 through 7, listed above:

1. Lagoon #2, the center lagoon, was determined to be the source of the lime softening sludge present in the unpermitted discharge. The decant valve at Lagoon #2 was closed on 01/06/2020. This valve will remain closed until the excess volume of lime softening solids in Lagoon #2 has been removed to allow decant flow from the lagoon without entraining lime softening solids in the flow.
2. The lagoon decant piping from Lagoon #2 (center lagoon) and Lagoon #3 (north lagoon) to the lift station that returns decant water to the water treatment plant was determined to be plugged upstream of the lift station. On 01/10/2020, the decant piping was cleaned by water-jetting and the obstruction cleared. On 03/05/2020, as a verification of the results of the 01/10/2020 cleaning, the decant piping was water-jetted again and televised to verify that no obstructions remained.
3. A review of operational and maintenance procedures completed was on 01/10/2020 with the following items to be revised.
 - a. Maintenance procedures have been modified to include cleaning the decant piping annually. This change was completed on 01/10/2020.
 - b. The sludge hauler who is currently under contract has been instructed to remove excess lime softening solids from the area around the Lagoon #2 decant structure when lime removal and agricultural land application operations are resumed. The additional lime softening sludge removal will be completed in 2020 as the spring season for land application allows.
 - c. The City will advertise for new lime softening sludge removal contract with a requirement for increased removal rate. The new contract for lime softening sludge removal with increased removal rates is planned to be completed by August 2020.
 - d. It was determined that the wet well level in the lift station that returns decant water from the lagoons to the water treatment plant had increased to a level that could cause a backwater condition in the decant piping. This backwater condition in the piping could lead to decreased flow velocity and deposition of solids in the piping. To avoid this potential for future obstruction of the decant piping, the float switches in the wet well were corrected to lower the operating level of the wet well and allow a free flow discharge from the decant piping. This change was completed on 01/09/2020.
 - e. Maintenance procedures were modified to include removal of trees and brush along the lagoon embankment and in the area of the decant manholes and piping. The

brush in this area obstructed the operator's view of the unpermitted discharge. This clearing was completed on 02/25/2020.

- f. Operational procedures have been modified to include visual inspection of the lagoon decant flow at each of the three lagoons a minimum of two to three times each week.
 - g. Operational procedures have been modified to include visual inspection of the manhole structures at the lagoon decant piping for signs of leakage, surcharge, and unpermitted discharge a minimum of two to three times each week.
4. The two existing manhole structures located on the decant piping were determined to be inadequate. The north manhole was determined to be the location of the unpermitted discharge when the plugged downstream pipe caused a surcharge sufficient to overflow the manhole. Both of these manholes are below the operating water levels in the upstream lagoons and neither appears to be of watertight construction. Correcting the deficiencies at these two manholes would require construction of larger and taller structures. Because the structures are located within the floodway of Money Creek and taller structures would increase the difficulty of cleaning and televising the decant piping, the City proposes to replace the manhole structures with pipe and fittings. Clean-out piping with access at the top of the lagoon berm will be included. The intent of eliminating these manholes is to eliminate the possibility of future discharge at this location. This corrective action includes site topographic survey, exploratory excavation to confirm existing pipe conditions, design of replacement piping, and construction. The site is currently under water and it is anticipated that the site survey will not begin until later in the summer. Based on available information, the proposed piping construction does not meet the definition of construction in 35 Ill. Adm. Code 301.265 or modification in 35 Ill. Adm. Code 301.315 and no State Construction Permit is anticipated to be required. If it weren't for the likelihood of supply chain and workforce disruptions anticipated over the next few weeks to months, this corrective action could be anticipated to be completed by November 1, 2020. With the potential for construction work scheduled during the Summer and Fall of 2020 being delayed due to the Covid-19 pandemic, a reasonable commitment date for completion of this activity is October 1, 2021.
5. Although site investigations of the lime sludge release incident by Agency field office staff and Illinois Department of Natural Resources field staff observed no fish kill, water quality degradation, or other environmental harm beyond the presence of the lime softening sludge contaminants, the City of Bloomington is prepared to undertake reasonable measures to correct the deposited material if that action is determined to be necessary. A number of factors limit the present ability of the City to cite specific actions that will be taken:
- a. Since the incident, the Money Creek channel has remained full, at or above the ordinary high-water level, and the opacity of the water at this depth obstructs any conclusive observation of streambed deposits. With water level beginning to drop on April 8, 2020, the City completed another aerial drone photographic survey of the affected area in and along Money Creek. Although deposits of lime softening sludge are visible in the photographs, the amount of remaining deposits can't be determined conclusively.
 - b. The lime softening sludge consists of fine particles of precipitated limestone and dolomite and, as such, is anticipated to be an ephemeral deposit in the streambed.

- c. The City's efforts to obtain cost proposals from environmental clean-up contractors have been unsuccessful, to date.

The City's definition of reasonable measures is formed by two limitations, the first is environmental impact and the second is the financial impact. The City of Bloomington has been engaged in wetland and watershed work in the area. Engaging in a clean-up effort that involves large mechanical or vacuum excavation equipment operating in and along the Money Creek stream channel is not desirable. The destruction of riparian and benthic environment and disruption of the streambed geomorphology caused by such activities would require years of restoration effort to mitigate. The City's consideration of the financial impact of any clean-up effort on the taxpayers in the City of Bloomington and rate payers in the City of Bloomington Public Water Supply can't be overlooked. After beginning to realize a recovery from the recession of 2007-2009, the Bloomington-Normal area is facing the potential for another major recession spurred by the Covid-19 pandemic and its economic fallout.

The City's ability to commit to a schedule for completion of any clean-up activities that may be required is subject to two key factors. One factor is the seasonal nature of performing clean-up work in the Money Creek stream channel. This activity requires low flow in Money Creek and dry conditions in the floodway which are typically limited to variable periods within the late-June to October time frame. The other factor is the potential for supply chain and workforce disruptions attributed to the Covid-19 pandemic.

Based on the foregoing limitations, the City proposes to commit to the following schedule for completion:

August 31, 2020 complete the assessment of remaining lime softening sludge deposits by aerial drone survey and in channel inspection and need for removal. Proposed removal activities included in the assessment will consider impacts to the streambed and financial costs associated with removal options considered. Results of the assessment will be submitted to the Agency, along with proposed cleanup activities, if recommended, and the associated schedule. The City anticipates Agency concurrence of the assessment before the City performs any cleanup activities.



Overflow discharge point

Excess Lime Sludge Lagoons

Drinking Water Treatment Plant

Lake Bloom

Waterside Way

Park View

Davis Lodge Rd

Matica Ln

N 1725 East Rd

N 1775 East Rd

E 2550 North Rd

N 1750 East Rd



Flow path into
Money Creek



CONSENT AGENDA ITEM NO. 11.D

FOR COUNCIL: June 8, 2020

SPONSOR: Facilities Department and Police Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Contract with Western Waterproofing Company, Inc. for repairs to the Police Parking Garage, in the amount of \$280,327.70 (Bid #2020-24), as requested by the Facilities Department and the Police Department.

RECOMMENDED MOTION:

The proposed Contract be approved.

STRATEGIC PLAN LINK:

-Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The Bloomington Police Department parking deck is nearly twenty-five (25) years old. The last repairs, completed in 2012, included major rehabilitation of the top level. No repairs to the lower two levels of the garage were performed at that time. Over the past few years, leaks through the top level and other drainage and structural issues throughout the entire structure have developed. Shive-Hattery, Inc. performed an investigation of the entire structure and developed construction plans and specifications for necessary repairs. Shive-Hattery's contract with the City also includes construction observation to ensure compliance with the construction specifications.

Based on their experience in parking garage rehabilitation, Shive-Hattery staff recommended bidding the project in late winter. This industry often has their workload for the entire year scheduled by early spring. In accordance with this recommendation, the repairs were bid in February 2019 with vendors notified that the contract would not be executed until the City's FY 2021 Budget was adopted. This project is included in the adopted FY2021 Budget and the Finance Department has indicated that approval of the contract will not have a detrimental impact to the budget.

Three bids were received for the project. The bids are summarized in the following table and a complete bid tabulation is attached. None of the bidders met the Local Preference Purchasing Policy.

VENDOR	LOCATION	TOTAL BID
Western Waterproofing Company, Inc.	Springfield, IL	\$ 280,327.70
Golf Acquisition Group	Hammond, IN	\$ 340,430.90
Bulley & Andrews Concrete Restoration, LLC	Chicago, IL	\$ 499,141.60

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this project should move forward since the Police Department provides essential services for the entire community. Performing this timely, necessary maintenance is vital to ensuring their staff have a safe and fully functional facility.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The project was advertised in the Pantagraph on February 10, 2020.

FINANCIAL IMPACT: Funds totaling \$350,000 are included in the FY 2021 Budget under the Capital Improvement-Buildings account (40100100-72520). The contract for \$280,327.70, if approved, is \$69,672.30 under the budgeted amount. The approximately \$70,000 in savings under the budgeted project amount was included in the \$5M budget balancing items identified to help address the financial impacts of COVID-19. Stakeholders can locate this in the FY 2020 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 58, 60, 167, 186, 188 and 189.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

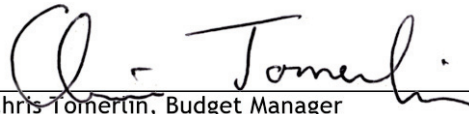
Prepared by: Russel Waller, Director of Facility Management

Reviewed by:



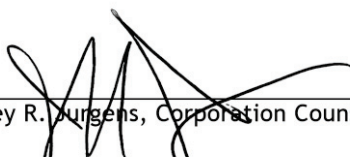
Russel Waller, Director of Facility Management

5/22/2020



Chris Tomerlin, Budget Manager

6/1/2020



Jeffrey R. Jurgens, Corporation Counsel

6/1/2020



Tara Henry, Legislative Assistant

6/2/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- FAC 1B PD Parking Garage Bid Tab
- FAC 1C PD Parking Garage Contract_Contractor Signed

City of Bloomington, Illinois
Police Parking Garage Repairs
 Bid 2020-24
 BID TAB

Base Bid Items			WESTERN WATERPROOFING CO.		GOLF ACQUISITION GROUP		BULLEY & ANDREWS CONCRETE RESTORATION	
	Units	Qty	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price
1 Mobilization	LS	1	\$22,150.00	\$22,150.00	\$30,000.00	\$30,000.00	\$127,338.00	\$127,338.00
2 Horizontal Spall Repair	SF	99	\$93.00	\$9,207.00	\$150.00	\$14,850.00	\$106.00	\$10,494.00
3 Overhead Spall Repair	SF	159	\$225.00	\$35,775.00	\$175.00	\$27,825.00	\$232.00	\$36,888.00
4 Double Tee Stem Repair	SF	25	\$293.00	\$7,325.00	\$300.00	\$7,500.00	\$190.00	\$4,750.00
5 Loose Concrete Removal	SF	64	\$33.50	\$2,144.00	\$25.00	\$1,600.00	\$88.00	\$5,632.00
6 Concrete Crack Repair	LF	942	\$5.00	\$4,710.00	\$7.00	\$6,594.00	\$8.00	\$7,536.00
7 Joint Sealant Replacement	LF	4975	\$8.10	\$40,297.50	\$10.00	\$49,750.00	\$11.00	\$54,725.00
8 Expansion Joint Nosing Repair	LF	25	\$86.50	\$2,162.50	\$175.00	\$4,375.00	\$78.00	\$1,950.00
9 Expansion Joint Sealant Repair	LF	4	\$10.25	\$41.00	\$250.00	\$1,000.00	\$11.00	\$44.00
10 Replace Drain Cover	EA	6	\$810.00	\$4,860.00	\$500.00	\$3,000.00	\$721.00	\$4,326.00
11 Waterproofing Membrane	SF	27750	\$3.63	\$100,732.50	\$5.00	\$138,750.00	\$6.00	\$166,500.00
12 Parking Deck Epoxy Filler	SF	205	\$13.50	\$2,767.50	\$15.00	\$3,075.00	\$12.00	\$2,460.00
13 Pavement Markings	LS	1	\$8,250.00	\$8,250.00	\$8,000.00	\$8,000.00	\$10,823.00	\$10,823.00
13 Shear Connection Repair	EA	5	\$325.00	\$1,625.00	\$500.00	\$2,500.00	\$258.00	\$1,290.00
Subtotal				\$242,047.00		\$298,819.00		\$434,756.00
Contingency (10% of Subtotal)				\$24,204.70		\$29,881.90		\$43,475.60
Base BID				\$266,251.70		\$328,700.90		\$478,231.60
ALT #	Expansion Joint Replacement	LF	\$138.00	\$14,076.00	\$115.00	\$11,730.00	\$205.00	\$20,910.00
Total Bid				\$280,327.70		\$340,430.90		\$499,141.60

CHANGES TO CONTRACT
between
CITY OF BLOOMINGTON, ILLINOIS
and
WESTERN WATERPROOFING COMPANY, INC.
D/B/A WESTERN SPECIALTY CONTRACTORS
for the work on
POLICE PARKING GARAGE

The Contract dated JUNE 8, 2020 ("Agreement") is changed as follows:

Terms and Conditions for Bidders

Page 9, "Indemnification": In line 4 delete "arising out of or in connection with" and insert "**to the extent caused by Contractor in**". In line 6 delete "which is" and insert "**to the extent**".

Page 10, paragraph "3) Insurance": In line 8 before "caused" insert "**to the extent**". In line 8 delete "or arising out of" and insert "**Vendor in**".

Page 12 "GENERAL INSURANCE REQUIREMENTS FOR VENDORS/CONTRACTORS/BIDS":

First Paragraph: In line 3 delete "named" and at the end insert: "**Notwithstanding anything to the contrary, additional insured status under Contractor's General Liability policy to be provided using ISO Endorsement CG 20 10 04 13 or its equivalent. It is agreed the structures covered by this agreement will not contain any EIFS (Exterior Insulation and Finish System) and a Consolidated or Controlled Insurance Program will not apply.**"

Second Paragraph: In line 3 change "arising out of" to "**for**" and at the end insert: "**, but only to the extent caused by the negligent acts or omissions of Contractor.**"

"General Liability": In line 1 change "\$4,000,000" to "**\$2,000,000**" and in line 2 change "\$2,000,000 GL annual" to "**\$4,000,000 general**".

"Umbrella Liability Coverage": At the end insert: "**and Contractor reserves the right to accept such increase.**"

Agreed to this 27TH day of MAY, 2020.

City of Bloomington, Illinois

Western Waterproofing Company, Inc.
d/b/a Western Specialty Contractors

By: _____

By:  _____

BRANCH MANAGER

**CITY OF BLOOMINGTON
CONTRACT WITH
WESTERN WATERPROOFING COMPANY, INC.
FOR
POLICE PARKING GARAGE REPAIRS**

THIS AGREEMENT, dated this 8th day of June, 2020, is between the City of Bloomington (hereinafter "CITY") and WESTERN WATERPROOFING COMPANY, (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

Section 2. Incorporation of Bid/RFP/RFO & Proposal Terms / Prevailing Wage. This work was subject to the following procurement initiative by the CITY:
Police Parking Garage Repairs (Bid 2020-24) (hereinafter "Request")

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

Section 3. Description of Services. CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: Repairs to the Bloomington Police Department Parking Garage in accordance with BID 2020-24.

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

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

☒ Fees as set forth in the Procurement Documents up to the Contract amount of \$ 280,327.70.

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

WESTERN WATERPROOFING COMPANY, INC.

By: _____
Its City Manager

By:  _____
Its BRANCH MANAGER

ATTEST:

By: _____
City Clerk

By: _____
Its _____



CONSENT AGENDA ITEM NO. 11.E

FOR COUNCIL: June 8, 2020

SPONSOR: Public Works Department

WARD IMPACTED: Ward 5

SUBJECT: Consideration and action to approve a Contract with Stark Excavating, Inc. for the Sunset Road Water Main Replacement Project (Bid # 2020-58), in the amount \$628,316, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Contract be approved.

STRATEGIC PLAN LINK:

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

STRATEGIC PLAN SIGNIFICANCE:

- Objective 2e. Investing in the City's future through a realistic, funded capital improvement program
- 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 the approval of a contract with Stark Excavating, Inc., for the Sunset Water Main Replacement Project in the amount of \$628,316. As the Department finalized plans to resurface Sunset Road last year, staff discovered that the water main under Sunset Road needs to be replaced. Unfortunately, with this discovery, the City had to postpone plans to resurface Sunset Road in order to replace the water main. The decision was based on the City's proactive approach to road maintenance, which includes replacing underground infrastructure (water, sanitary sewer, and storm water pipes), as needed, prior to street resurfacing. Public Works sent letters to property owners on Sunset Road to inform them of the postponement. The water main replacement will be in conjunction with the resurfacing project, which is included in the approved Fiscal Year 2021 resurfacing program.

To maintain the City's complex water system, the water main replacement program prioritizes those mains that are most likely to require attention. The Water Division performs a risk assessment for water mains that includes various likelihood and consequence of failure factors. These factors, which determine relative risk, are used to determine capital water main projects included in the capital plan. The Division's analysis indicated that the water main on Sunset Road needs to be replaced.

The Public Works Department prepared the Sunset Water Main Replacement Project proposal package and advertised the project for competitive bids. Bids for this contract were received until 1:00 PM Tuesday, May 5, 2020, at Grossinger Motors Arena. Staff received two

(2) bids and opened them at 1:00 PM Tuesday, May 5, 2020, in the City Council Chambers, streamed live on the City website.

Contractor	Bid Amount (Bid #2020-58)
Stark Excavating, Inc.	\$628,316
George Gildner, Inc.	\$658,131

The project is expected to be completed by November 1, 2020.

Staff and the design engineering firm, Farnsworth Group, Inc., have analyzed the bids and recommend the acceptance of the lowest bid from Stark Excavating, Inc. in the amount of \$628,316. Both firms are local, based in Bloomington.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this project is a priority of the City, and staff is recommending it be approved. The project is a priority, because the Water Division's analysis indicates the Sunset Water Main needs to be replaced, especially since it needs to be replaced before resurfacing can be completed on Sunset Road.

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: The invitation to bid was published on Monday, April 13, 2020, in the Pantagraph.

FINANCIAL IMPACT: If approved, a budget transfer will be processed to move \$74,316 from the Water Transmission & Distribution-Other Professional & Technical Services account (50100120-70220) to the Water Transmission & Distribution-Water Main Construction and Improvement account (50100120-72540). The awarded amount of \$628,316 will then be paid from the Water Transmission & Distribution-Water Main Construction and Improvement account (50100120-72540).

The original budget for the project was \$609,000, including \$55,000 for Construction Administration and Observation and \$554,000 for construction. The difference of \$19,316 is available in the Water budget to cover the difference.

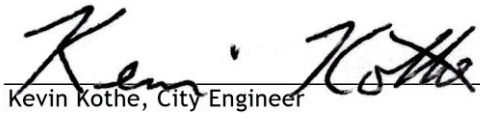
Stakeholders can locate the project in the FY 2021 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 84, 85, 169, 208, 209, 219 and 220.

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

Respectfully submitted for Council consideration.

Prepared by: Jason Harden, Superintendent of Water Distribution

Reviewed by:


Kevin Kothe, City Engineer

5/26/2020


Carla Murillo, Procurement Manager

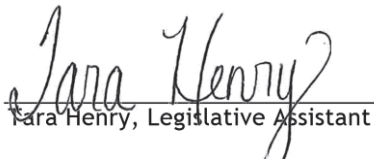
6/3/2020


Chris Tomerlin, Budget Manager

6/3/2020


Jeffrey R. Jurgens, Corporation Counsel

6/3/2020


Tara Henry, Legislative Assistant

6/4/2020

Recommended by:


Tim Gleason, City Manager

Attachments:

- PW 2B Contract - COI for Sunset water main replacement 06082020
- PW 2C Bid Tab Sunset Water Main Replacement 06082020
- PW 2D Sunset Water Main Replacement Map 06082020

**CITY OF BLOOMINGTON
CONTRACT WITH
Stark Excavating, Inc.
FOR
Sunset Rd Water Main Replacement**

THIS AGREEMENT, dated this _____ day of _____, 2020, is between the City of Bloomington (hereinafter "CITY") and (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

Section 2. Incorporation of Bid/RFP/RFO & Proposal Terms / Prevailing Wage. This work was subject to the following procurement initiative by the CITY: Bid #2020-58 Sunset Rd Water Main Replacement (hereinafter "Request")

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

Section 3. Description of Services. CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: Bid #2020-58 Sunset Rd. Water Main Replacement

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

Stark Excavating, Inc.

By: _____
Its City Manager

By: _____
Its Vice President

ATTEST:

By: _____
City Clerk

By: _____
Its Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/01/2020

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

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

PRODUCER
Insurance Risk Managers
2104 Windsor Place
Suite B
Champaign IL 61820

CONTACT
NAME: Luke Sherman
PHONE: (217) 239-3755
E-MAIL ADDRESS: service@imagency.com

FAX No: (217) 239-3769

INSURER AFFORDING COVERAGE
INSURER A: Old Republic General Ins Corp 24139
INSURER B: Starr Indemnity & Liability Co 38318
INSURER C: Travelers Property Cas America 25674
INSURER D: Westchester Surplus Lines Insurance 10172
INSURER E: The Great American Insurance Company 16691
INSURER F:

INSURED
Stark Excavating, Inc
1805 W Washington St
Bloomington IL 61701-3703

COVERAGES

CERTIFICATE NUMBER: 20-21 Master

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	Y EFF M/DD	POLICY EXP M D	LIMITS
	COMMERCIAL GENERAL LIABILITY				
	CLAIMS-MADE ☒ OCCUR				
A	Contractual Liability	Y Y [REDACTED]	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 2,000,000 PREMISES Ea occur \$ 100,000 MED EXP one rson \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ Medical Payments \$ 5,000 EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				
	POLICY ☒ PRO-JECT ☐ LOC				
	OTHER:				
	AUTOMOBILE LIABILITY				
	☒ ANY AUTO				
A	OWNED AUTOS ONLY SCHEDULED AUTOS Y Y [REDACTED]	01/01/2020	01/01/2021		
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY				
	UMBRELLA LIAB OCCUR				
B	☒ EXCESS LIAB CLAIMS-MADE Y [REDACTED]	02/01/2020	01/01/2021		
	DED RETENTION \$ 0				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A Y [REDACTED]	12/31/2019	12/31/2020		
	If yes, describe under DESCRIPTION OF OPERATIONS below				
E	Excess Liability Y Y [REDACTED]	02/01/2020	01/01/2021		
					PER TA OTH-R E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 Each Occurrence \$6,000,000 Aggregate \$6,000,000

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

RE: Bid #2020-58 - Sunset Road Water Main Replacement

The City Of Bloomington Illinois, its employees and officials are included as Additional Insureds on a Primary Non-Contributory basis with respect to General Liability and Automobile Liability, as required by written contract. Waiver of Subrogation in favor of the Additional Insureds applies to General Liability, Automobile Liability and Workers Compensation, as required by written contract. Umbrella follows form. Thirty (30) day notice of cancellation applies except Ten (10) Day notice of cancellation applies for nonpayment of premium.

CERTIFICATE HOLDER

City of Bloomington Illinois
109 E. Olive St.

Bloomington

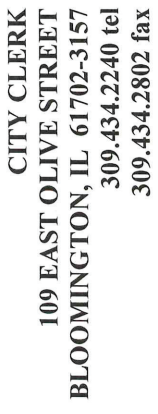
IL 61701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Bid #2020-58
Sunset Road Water Main Replacement

TIME: 1:00 p.m.

WITNESSES:

Carla Muller
Misty Shaffer

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



N

SUNSET RD

EMERSON ST

EBACH DR

M CT

ELLEN WAY

INVERNESS DR

MARK LN

H DR



CONSENT AGENDA ITEM NO. 11.F

FOR COUNCIL: June 8, 2020

SPONSOR: Community Development Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on a Resolution Authorizing the Filing of the City of Bloomington 2020-2024 Consolidated Plan and on a Resolution Authorizing the Filing of the 2020 Annual Action Plan Program Application to the US Department of Housing and Urban Development, as requested by the Community Development Department.

RECOMMENDED MOTION:

The proposed Resolutions be approved.

STRATEGIC PLAN LINK:

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

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5b. City decisions consistent with plans and policies
- Objective 4b. Upgraded quality of older housing stock
- Objective 2a. Better quality roads and sidewalks

BACKGROUND: On May 1, 2020, the Community Development Department began its 46th year of managing the City's Community Development Block Grant (CDBG), funded by the US Department of Housing and Urban Development (HUD). May 1st also signifies the start of the 2020-2024 Consolidated Plan period and the 2020 Annual Action Plan.

The overarching goal of the CDBG program is to develop viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities, principally for low and moderate income persons. The expenditure of CDBG funds must meet the needs of the community identified through extensive citizen and stakeholder participation throughout the planning process. The 2020-2024 Consolidated Plan goals, priority needs, and the 2020 Annual Action Plan activities were selected based on the needs identified through a citizen survey, stakeholder survey, focus groups, key informant interviews, and public meetings.

A draft of the 2020-2024 Consolidated Plan and 2020 Annual Action Plan was made available for public review and comment on February 17, 2020. Written comments were accepted through March 20th but no comments were received. A public hearing was scheduled for March 27th but was rescheduled due to new social distancing guidelines. In early April, HUD notified the City that it would receive \$329,144 in CDBG-CV funding as a result of the CARES Act. CDBG-CV funding may be used to prevent, prepare for, and respond to the COVID-19 crisis and be used for unmet needs with no duplication of benefits. Staff reallocated an additional \$90,920 from the 2020 program budget to create a COVID-19 relief fund of

\$420,034. Both plans were updated to include the intended use and allocation of the COVID-19 relief funding as follows: Direct Aid to Residents (\$270,034) and Business Support (\$150,000).

On May 8th, the City notified HUD of its intention to use waivers to reduce the public comment period for plan approval and amendments from 30-days to no less than 5-days and to reduce the notification period from no less than 2 weeks to no less than 5-days. The Citizen Participation Plan (CPP) will be amended to reflect these changes.

The updated 2020-2024 Consolidated Plan and 2020 Annual Action Plan were republished for public review on May 22nd. A public hearing was conducted during the May 26th City Council meeting. Written comments were accepted from May 27th - June 1st. All comments received will be included in the final draft prior to submission to HUD.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Throughout development of the 2020-2024 Consolidated Plan, City staff, in partnership with the Town of Normal and McLean County Regional Planning Commission (MCRPC), completed a robust outreach campaign. Data was collected using a variety of methods including a Citizen Survey, Stakeholder Survey, key informant interviews, focus groups, and public meetings. Once the outreach process concluded, MCRPC performed an in-depth analysis of the data collected from which the City created funding priority areas for the 2020-2024 Consolidated Plan. The full analysis document can be viewed at <https://mcplan.org/cdbg>.

FINANCIAL IMPACT: Delay or lack of approval would result in the loss of \$888,628 in federal grant funding used for programs benefitting low and moderate income households within the City for program year 2020 and nearly \$3 million in funding for the 2020-2024 Consolidated Plan funding. \$329,114 of the funding will directly benefit those affected by the COVID-19 pandemic. The CDBG budget approved for FY2021 was based on estimates for the annual allocation and 2020 program income. Upon approval of the Resolution, staff will request a budget amendment to reflect the actual annual allocation, actual carry-forward funds, and CDBG-CV allocation.

COMMUNITY DEVELOPMENT IMPACT: Goal N-1.2: Prioritize, with urgency, the revitalization of the neighborhoods in the Regeneration Area, Objective a: City should continue to use CDBG grants to support partner organizations such as the West Bloomington Revitalization Project to have a collective impact on revitalization; Goal H-1.2: Ensure an adequate supply of affordable housing for low to moderate income households, Objective H-1.2b: Work with community partners like Habitat for Humanity, MCCA and Bloomington Housing Authority to have a collective impact on affordable housing issues; Goal H-1.3: Create a life-long community by fostering housing stock that meets the needs of residents of all ages and abilities, Objective H-1.3e: Ensure neighborhoods are walkable and have access to alternative modes of transportation and other amenities to make them attractive to aging populations; Goal H-2.3: Rehabilitate housing in the designated Regeneration Area, Objective H-2.3b: Develop and maintain programs that identify substandard housing and provide a wide spectrum of options to correct housing code violations/Objective H-2.3h: Carefully evaluate the rehabilitation potential of vacant/abandoned homes before demolition; Goal HL-1.2 Protect, enhance and maintain parks and green space equitably throughout the City, Objective HL-1.2b: Update older equipment in various City parks as identified in the City's Parks Plan; Goal CWB-1: End chronic homelessness and reduce the severity of situational homelessness, Objective a: The City of Bloomington should actively

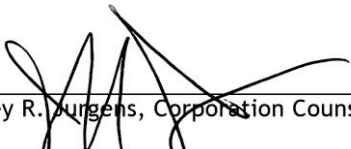
partner with groups such as McLean County Continuum of Care and Human Service Council to address factors contributing to homelessness; Goal TAQ-1.4: Pedestrian safety for users of all transportation facilities, Objective TAQ-1.4b: Provide a sidewalk system that provides safe routes to schools/Objective TAQ-1.4c: Provide pedestrians with safe access throughout the transportation network, facilitating access to facilities such as transit, businesses, parks and neighborhood centers.

Respectfully submitted for Council consideration.

Prepared by: Jennifer Toney, Grants Coordinator

Reviewed by:

	
Robert G. Mahrt, Community Development Director	Chris Tomerlin, Budget Manager
5/29/2020	5/30/2020

	
Jeffrey R. Jurgens, Corporation Counsel	Tara Henry, Legislative Assistant
6/1/2020	6/4/2020

Recommended by:


Tim Gleason, City Manager

Attachments:

- CD 1B 2020-2024 Consolidated Plan Resolution
- CD 1C 2020 Annual Action Plan Resolution

RESOLUTION NO. 2020 - _____

**RESOLUTION AUTHORIZING THE FILING OF THE
CITY OF BLOOMINGTON 2020-2024 CONSOLIDATED PLAN
(MAY 1, 2020 - APRIL 30, 2025)**

WHEREAS, it is necessary and in the public interest that the City of Bloomington, otherwise known as the Local Public Agency, avail itself of the financial assistance provided by Title I of the Housing and Community Development Act of 1987, to continue a Community Development Program; and

WHEREAS, it is necessary for the Local Public Agency to certify that it will carry out the provisions of Title 24 - Housing and Urban Development, Part 91 - Consolidated Submissions for Community Planning and Development Programs.

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

1. The City Manager and Mayor are hereby authorized and directed to submit the City of Bloomington 2020-2024 Consolidated Plan to the Department of Housing and Urban Development; to act as the assuring officer for the City of Bloomington that the Local Public Agency shall comply with all other general requirements of Title 24, Part 91.
2. The Director of the Community Development Department is hereby authorized and directed to provide such additional information and to furnish such documents as may be required on behalf of the Department of Housing and Urban Development, and to act as the authorized correspondent of the City of Bloomington.
3. The City Clerk is hereby authorized and directed to certify such documents as needed by the Department of Housing and Urban Development on behalf of the City of Bloomington.

PASSED this 8th day of June 2020.

APPROVED this _____ day of June 2020.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk

RESOLUTION NO. 2020 - _____

**RESOLUTION AUTHORIZING THE FILING OF THE 2020 ANNUAL ACTION PLAN
PROGRAM APPLICATION
(MAY 1, 2020 - APRIL 30, 2021)**

WHEREAS, it is necessary and in the public interest that the City of Bloomington, otherwise known as the Local Public Agency, avail itself of the financial assistance provided by Title I of the Housing and Community Development Act of 1987, to continue a Community Development Program; and

WHEREAS, it is necessary for the Local Public Agency to certify that it will carry out the provisions of the Housing and Community Development Act of 1974, regulations.

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

That an application on behalf of the City of Bloomington for a grant under said Title I in the amount of \$888,628 as the full amount available for undertaking and financing the forty-sixth (46th) increment of such program is hereby approved: and

1. The City Manager and Mayor are hereby authorized and directed to execute and to file such application with the Department of Housing and Urban Development; to act as the certifying officer and assure the status of a responsible Federal Official under the National Environmental Protection Act of 1969; to act as the assuring officer for the City of Bloomington that the Local Point Agency shall comply with those items listed on HUD application forms.

2. The Counsel for the Community Development Department is hereby authorized and directed to file legal certification.

3. The Director of the Community Development Department is hereby authorized and directed to provide such additional information and to furnish such documents as may be required on behalf of the Department of Housing and Urban Development, and to act as the authorized correspondent of the City of Bloomington.

4. The City Clerk is hereby authorized and directed to certify such documents as needed by the Department of Housing and Urban Development on behalf of the City of Bloomington.

PASSED this 8th day of June 2020.

APPROVED this _____ day of June 2020.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk



CONSENT AGENDA ITEM NO. 11.G

FOR COUNCIL: June 8, 2020

SPONSOR: Public Works Department

WARD IMPACTED: Ward 4

SUBJECT: Consideration and action to approve an Ordinance Approving the Vacation of a Portion of a Utility Easement in Mr. Quick Subdivision, 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

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

BACKGROUND: Public Works is recommending approval of the subject ordinance to vacate a portion of the easement on the property in Mr. Quick Subdivision, located at 802 E. Washington Street.

The property at 802 E. Washington Street has been vacant for many years. The applicant would like to construct a new restaurant on the property located at the northeast corner of Washington Street and Clinton Street. Siting the restaurant in the proposed location promotes walkability and encourages parking to be located in the rear of the property. Vacation of the easement described in the petition is necessary to allow the developer to construct the proposed restaurant at this location on the property. A site plan for the new restaurant was approved by Council in 2019.

The petitioner has submitted utility easement vacation letters for the portion of the utility easement to be vacated. There are no plans for any public utilities in the portion of the easement being vacated.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Carmala, LLC.

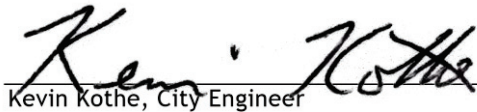
FINANCIAL IMPACT: The subdivision developer paid all costs to create the easement documents.

COMMUNITY DEVELOPMENT IMPACT: Goal ED-4. Enhance the image of Bloomington as a business friendly community, Objective ED-4.2. Prioritize infill and redevelopment to spur growth and reinvestment in the City.

Respectfully submitted for Council consideration.

Prepared by: Tony Meizelis, Civil Engineer I

Reviewed by:



Kevin Kothe, City Engineer

5/26/2020



Robert G. Mahrt, Community Development Director

5/27/2020



Chris Tomertin, Budget Manager

5/28/2020

George Boyle

George Boyle, Assistant Corporation Counsel

6/1/2020



Tara Henry, Legislative Assistant

6/2/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- PW 5B Ordinance and Legal Description_Mr Quick Sub Easement Vacation 06082020
- PW 5C Petition_Mr Quick Sub Easement Vacation 06082020
- PW 5D Easement Plat_Mr Quick Sub Easement Vacation 06082020
- PW 5E Utility Easement Letters_Mr Quick Sub Easement Vacation 06082020
- PW 5F Easement Plat Map_Mr Quick Sub Easement Vacation 06082020

ORDINANCE NO. 2020 - _____

**AN ORDINANCE APPROVING THE VACATION OF A PORTION
OF A UTILITY EASEMENT IN MR. QUICK SUBDIVISION**

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

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

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

WHEREAS, it is reasonable and proper to vacate said portion of an easement as requested in this case.

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 portion of the easement as shown on the easement vacation plat dated February 27, 2020 and described in Exhibit A is hereby vacated.

SECTION 3. That said vacation of a portion of the easement is reasonable and proper because said portion of easement is not needed for public use by said City.

SECTION 4. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 5. This Ordinance shall be effective immediately after its passage and approval.

SECTION 6. 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 8th day of June 2020.

APPROVED this ____ day of June 2020.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk

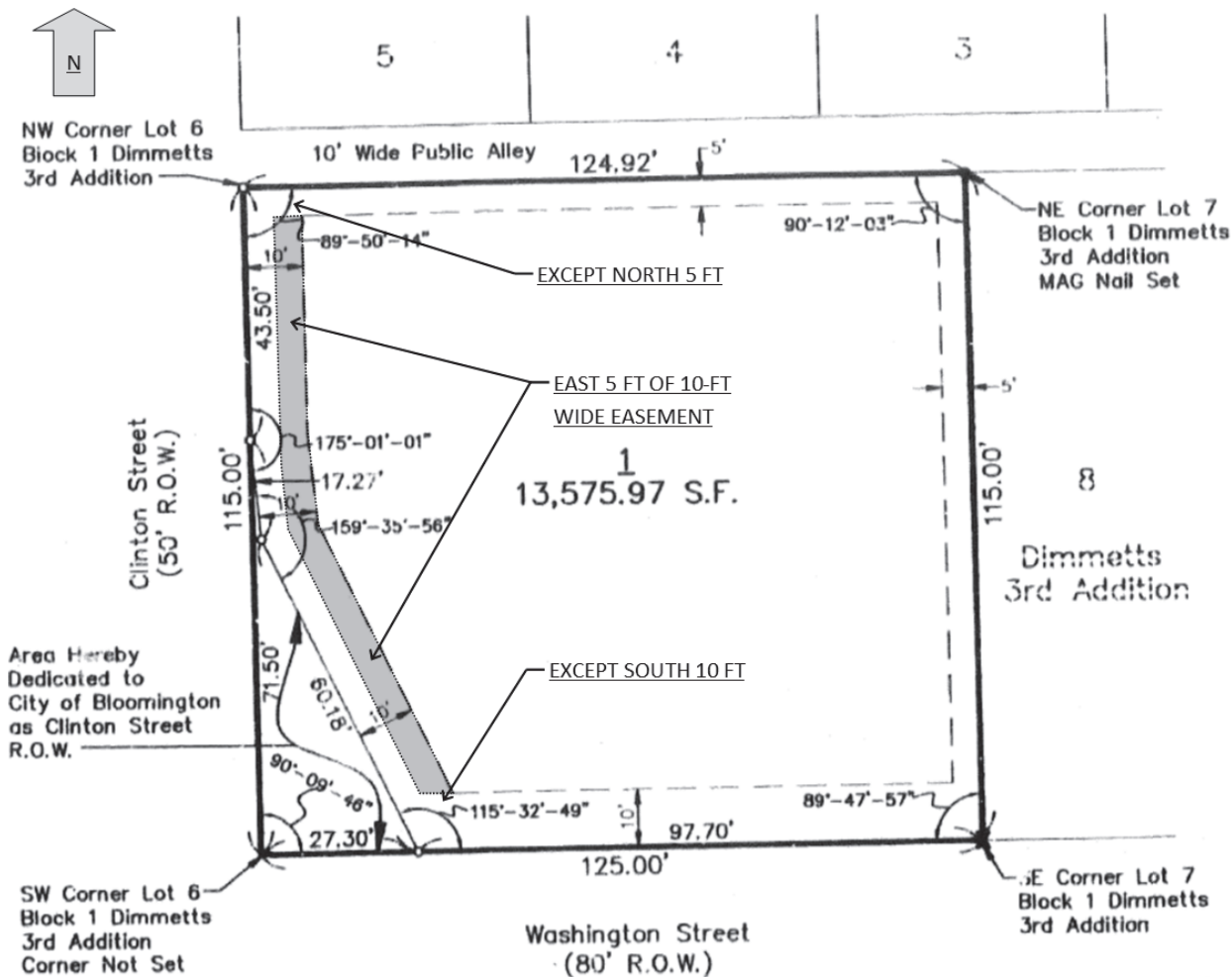
Exhibit "A"

Legal Description of Subject Property (P.I.N. 21-04-431-029) :

Lot 1 in Mr. Quick Subdivision, being a part of Lots 6 and 7 in Block 1 in Dimmetts 3rd Addition in the Southeast Quarter (1/4) of Section 4, Township 23 North, Range 3 East of the Third Principal Meridian, according to the Plat thereof recorded April 30, 2004 as Document No. 2004-13847, in McLean County, Illinois.

Legal Description of Easement Vacation

The East five (5) feet of the ten foot wide easement lying parallel and adjacent to the West line of Lot 1 in Mr. Quick Subdivision according to the Plat thereof recorded April 30, 2004 as Document No. 2004-13847, in McLean County, Illinois, EXCEPT for the North five (5) feet thereof, and also EXCEPT for the South ten (10) feet thereof, as shown on the plat.



The underlying image is a partial copy of subdivision plat recorded as Document No 2004-13847 in the Office of the McLean County Recorder. The Proposed Easement Vacation has been depicted hereon to accompany the attached legal descriptions. Text added to the copy of the Plat for the purpose of clarifying the attached legal descriptions has been underlined.

Proposed Easement Vacation (depicted on a copy of the recorded subdivision plat)

PETITION FOR VACATION OF EASEMENTS

State of Illinois)
)ss.
County of McLean)

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF
BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

Now comes Mark Allen, Member on behalf of Carmala, LLC, an Illinois Limited Liability Company hereinafter referred to as the Petitioner(s), respectfully representing and requesting as follows:

1. That the Petitioner(s) is (are) interested as authorized representative in the premises hereinafter described in Exhibit A which is attached hereto and made a part hereof by this reference;
2. That the Petitioner(s) seek(s) approval of the vacation of the East Five (5) Feet of the easement located on said premises as described in Exhibit A;
3. That said vacation of easements is reasonable and proper because such easements are not needed for the utilities by said City and by the utility companies either for existing or future utilities.

WHEREFORE, the Petitioner(s) respectfully pray(s) that said easements be vacated.

Respectfully submitted,

By: 
Mark Allen, Member
Carmala, LLC

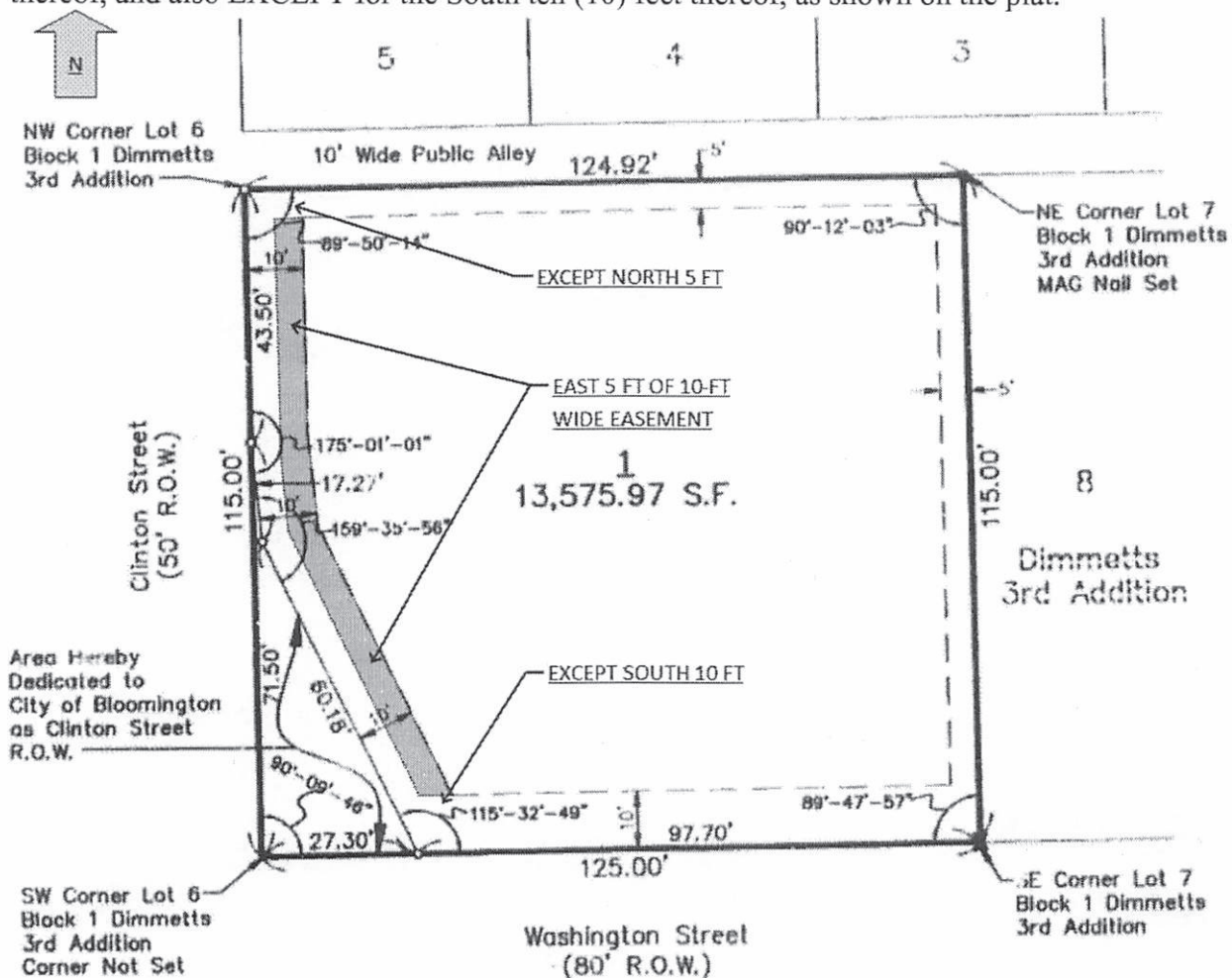
EXHIBIT A

Legal Description of Premise (P.I.N. 21-04-431-029) :

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Proposed Easement Vacation (depicted on a copy of the recorded subdivision plat)

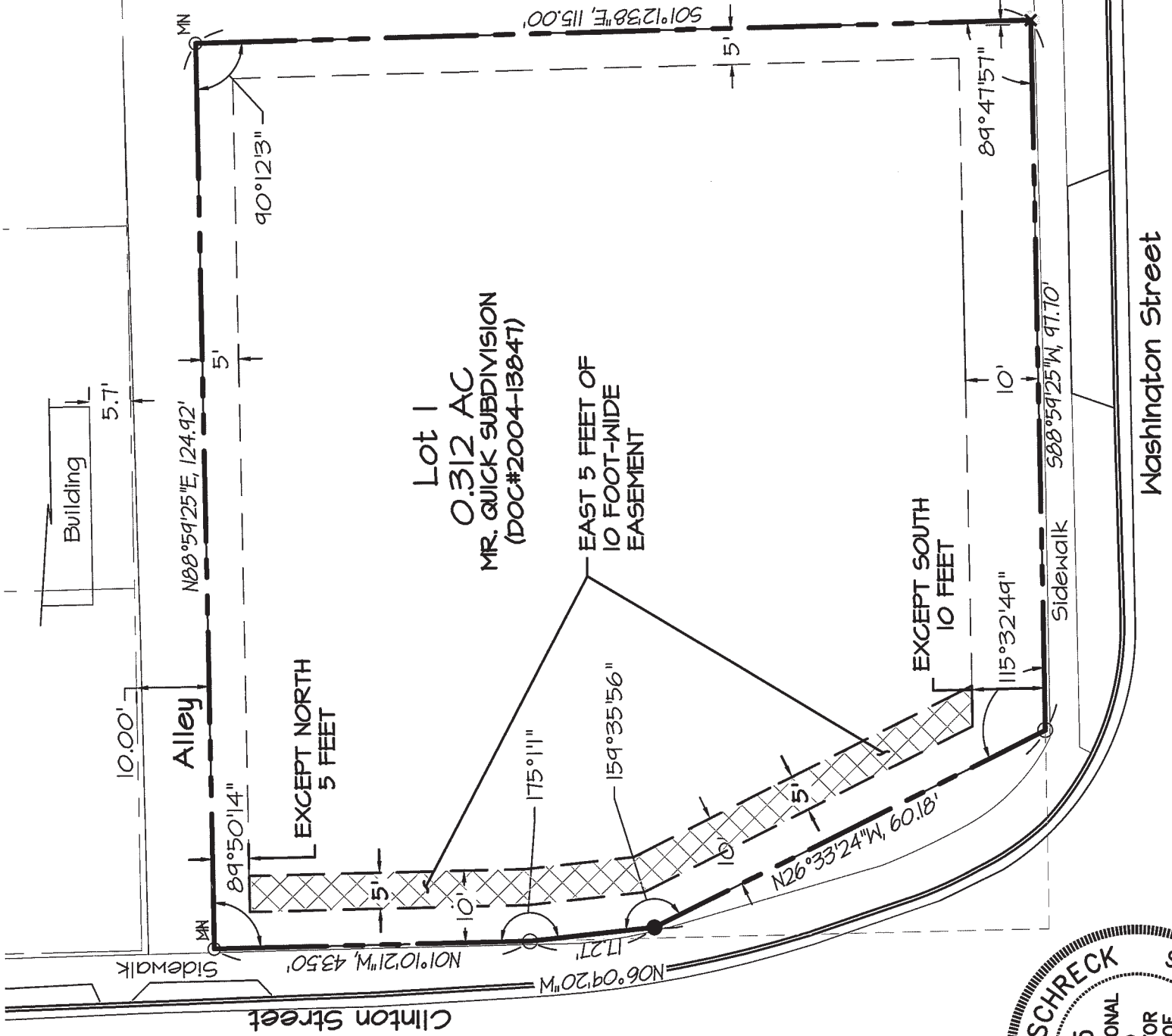
KEY



PROPOSED EASEMENT VACATION.

of the ten foot wide easement lying on the West line of Lot 1 in Mr. Quick to the Plat thereof recorded April 30, 2004-13847, in McLean County, North five (5) feet thereof, and also ten (10) feet thereof, as shown on county, Illinois.

the month of February, 2020 a bed property was made under hereon drawn is a correct ey. I further certify that this ns to the current Illinois boundary survey.





CONSULTING
ENGINEERS

2900 N. MARTIN LUTHER KING JR. DRIVE • DECATUR, ILLINOIS 62526

217-877-2100 • FAX 217-877-4816
www.sksengineers.com

December 13, 2019

Metro Fibernet, LLC
Attn.: Korie Nellis
3701 Communications Way
Evansville, IN 47715

Re: Proposed Utility Easement Vacation
Part of Lot 1, Mr. Quick Subdivision, City of Bloomington, Illinois

To Whom It May Concern:

I am writing on behalf of Carmala, LLC, an Illinois Limited Liability Company, being the owner of the property located at 802 E. Washington Street in the City of Bloomington, Illinois. The subject property is Lot 1 in Mr. Quick Subdivision. The Final Plat of said subdivision was recorded as document number 2004-13847 in the Office of the McLean County Recorder, and a copy of said plat has been enclosed herewith for your reference.

The owner of said Lot 1 is proposing to vacate a portion of the ten-foot wide utility easement along the West line of said Lot 1 as depicted on the above referenced Final Plat. I have prepared the attached Exhibit "A" containing the legal description for the subject property, the legal description for the proposed easement vacation, and a sketch of the propose easement vacation for your reference and review.

I am requesting on behalf of the owner of the subject property your release and approval of the proposed easement vacation. Kindly indicate your acceptance of this proposed easement vacation request by return letter or by completing and signing the in the space provided below.

Please contact me at 309.827.4393 or Jerry.Schreck@Land-Engineers.com if you have any questions.

Thank you.

Sincerely,
SKS ENGINEERS, LLC

Jeremy C. Schreck, IL PLS #3895
Principal

REVIEWED

By Constance Shidler at 9:40 am, 1/6/20

Approval of Utility

Utility: Metro Fibernet, LLC

Agent Name: John Greenbank

Title: Executive Vice President

(signature)

1-6-20
(date)

Encl. Copy of recorded final plat of Mr. Quick Subdivision (Doc.#2004-13847)
Exhibit "A" – Legal Description and sketch of Proposed Easement Vacation

December 13, 2019

Campus Communications
Attn.: Pam Swisher
P.O. Box 25
Champaign, IL 61824

Re: Proposed Utility Easement Vacation
Part of Lot 1, Mr. Quick Subdivision, City of Bloomington, Illinois

To Whom It May Concern:

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Thank you.

Sincerely,
SKS ENGINEERS, LLC



Jeremy C. Schreck, IL PLS #3895
Principal

Approval of Utility

Utility: Campus Communications

Agent Name: William Clavey

Title: Secretary / Controller

(signature)

12/16/2019
(date)

Encl. Copy of recorded final plat of Mr. Quick Subdivision (Doc.#2004-13847)
Exhibit "A" – Legal Description and sketch of Proposed Easement Vacation

December 13, 2019

Comcast
Attn.: Martha Gieras, Adm. Assistant, ROW Department
688 Industrial Drive
Elmhurst, IL 60126

Re: Proposed Utility Easement Vacation
Part of Lot 1, Mr. Quick Subdivision, City of Bloomington, Illinois

To Whom It May Concern:

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Thank you.

Sincerely,
SKS ENGINEERS, LLC


Jeremy C. Schreck, IL PLS #3895
Principal

Approval of Utility	
Utility:	Comcast
Agent Name:	TED WYMAN
Title:	R.O.W. ENGINEER
 (signature)	12/17/19 (date)

Encl. Copy of recorded final plat of Mr. Quick Subdivision (Doc.#2004-13847)
Exhibit "A" – Legal Description and sketch of Proposed Easement Vacation

February 25, 2020

Frontier Communications
Attn.: Mr. Adam Gangloff, Network Engineer
109 E. Market Street
Bloomington, IL 61701

Re: Proposed Utility Easement Vacation
Part of Lot 1, Mr. Quick Subdivision, City of Bloomington, Illinois

To Whom It May Concern:

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Thank you.

Sincerely,
SKS ENGINEERS, LLC


Jeremy C. Schreck, IL PLS #3895
Principal

Approval of Utility	
Utility:	Frontier Communications
Agent Name:	ADAM GANGLOFF
Title:	NETWORK ENGINEER
 (signature)	04-29-2020 (date)

Encl. Copy of recorded final plat of Mr. Quick Subdivision (Doc.#2004-13847)
Exhibit "A" – Legal Description and sketch of Proposed Easement Vacation



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217-877-2100 • FAX 217-877-4816
www.sksengineers.com

December 13, 2019

Ameren Illinois

Attn.: Jason Zumwalt, Senior Real Estate Agent
1112 West Anthony Drive
Urbana, IL 61802

email: 

Re: Proposed Utility Easement Vacation
Part of Lot 1, Mr. Quick Subdivision, City of Bloomington, Illinois

To Whom It May Concern:

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Please contact me at 309.827.4393 or Jerry.Schreck@Land-Engineers.com if you have any questions.

Thank you.

Sincerely,
SKS ENGINEERS, LLC


Jeremy C. Schreck, IL PLS #3895
Principal

Approval of Utility	
Utility:	Ameren Illinois
Agent Name:	Jason Zumwalt
Title:	Senior Real Estate Agent
(Signature) 	1-6-2020 (date)

Encl. Copy of recorded final plat of Mr. Quick Subdivision (Doc.#2004-13847)
Exhibit "A" – Legal Description and sketch of Proposed Easement Vacation

February 25, 2020

Nicor Gas
Attn.: Mr. Matt McKinney
1629 Champlain Road
Ottawa, Illinois 61350

Re: Proposed Utility Easement Vacation
Part of Lot 1, Mr. Quick Subdivision, City of Bloomington, Illinois

To Whom It May Concern:

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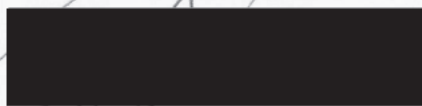
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Thank you.

Sincerely,
SKS ENGINEERS, LLC


Jeremy C. Schreck, IL PLS #3895
Principal

Approval of Utility

Utility: Nicor Gas

Agent Name: Kene ChanseyTitle: Land Management Agent5/19/2020
(date)

Encl. Copy of recorded final plat of Mr. Quick Subdivision (Doc.#2004-13847)
Exhibit "A" – Legal Description and sketch of Proposed Easement Vacation



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

May 20, 2020

Jerry Schreck, P.E.
SKS Engineers, LLC
200 N. Martin Luther King Jr. Drive
Decatur, IL 62526

Subject: Mr. Quick Subdivision Easement Vacation

Dear Mr. Schreck:

City of Bloomington Public Works department has reviewed the proposed vacation of a portion of the easement in Mr. Quick Subdivision at 802 E Washington street in Bloomington Illinois.

The City of Bloomington does not have any facilities in the portion of the easement to be vacated. The Public Works Department does not object to the vacation of the 5' portion of the utility easement as described on the submitted easement vacation plat.

Should you have any questions, please contact us.

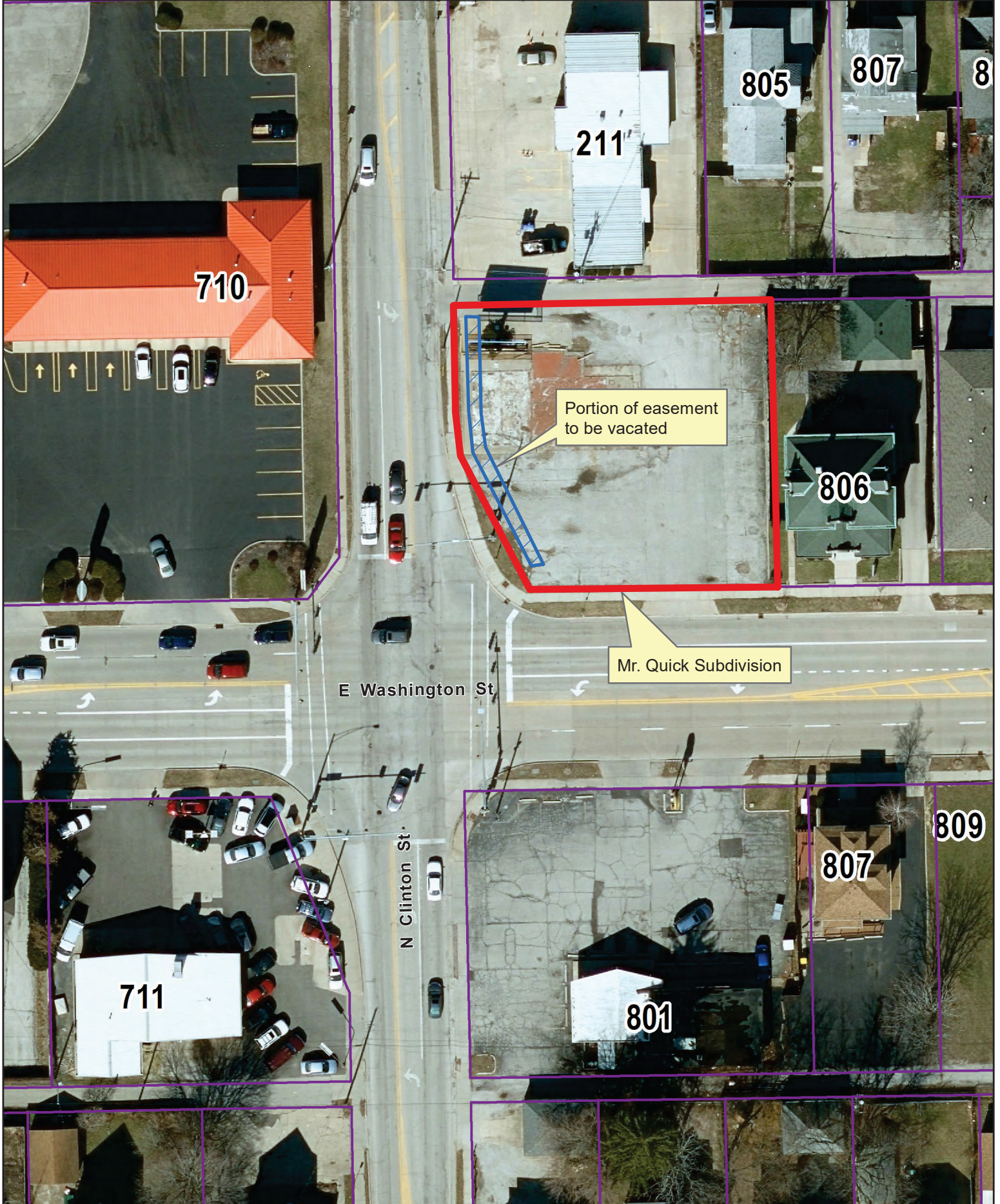
Sincerely,

A handwritten signature in blue ink that reads 'Anthony Meizelis'.

Anthony J. Meizelis, P.E.
Civil Engineer I

cc: Kevin Kothe, Director of Public Works
Luke Thoele, Assistant City Engineer
Bob Yehl, Assistant Director of Public Works
Brett Lueschen, Operations Manager
File

Mr. Quick Subdivision
Easement Partial Vacation





CONSENT AGENDA ITEM NO. 11.H

FOR COUNCIL: June 8, 2020

SPONSOR: City Clerk Department

WARD IMPACTED: Ward 4, Ward 6

SUBJECT: Consideration and action on an Ordinance Suspending Section 26(d) of Chapter 6 of the Bloomington City Code to Allow Possession of Open Alcohol on Public Property in Specified Portions of Downtown Bloomington During the Brats and Bags Fundraising Tournament, held by the Bloomington Normal Sunrise Rotary, scheduled to take place on Friday, August 7, 2020, and consideration and action to Grant a Class LB (Limited Beer and Wine Only) Liquor License to the Organization for the date of the event, as requested by the City Clerk Department.

RECOMMENDED MOTION:

The proposed Ordinance be approved and the proposed License be approved, contingent upon the organization's compliance with all Executive Orders relating to public gatherings, and all building, health, and safety codes.

STRATEGIC PLAN LINK:

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

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Bloomington Normal Sunrise Rotary is requesting a Class LB liquor license to allow for the sale of beer and wine by the glass for consumption in a defined area on August 7, 2020 for their annual Brats and Bags event. The event will be held on Friday, August 7, 2020 from 3:00 p.m. to 11:00 p.m. in downtown Bloomington. The defined area will be on Jefferson Street between Main and Center Streets and on Main Street between Washington and Jefferson Streets. Approving the license would suspend the portion of the Bloomington City Code prohibiting possession of alcohol in public for the area in which the event would be held.

The organization was approved for a special event permit by the Economic Development Department on May 7, 2020. On May 12, 2020, the Liquor Commission sent the Application to City Council with a positive recommendation, contingent upon compliance with all Executive Orders relating to public gatherings and all building, health and safety codes. See the attached draft minutes of the public hearing.

City staff are aware of heightened concerns regarding the current COVID-19 pandemic. However, this agenda item was initiated by a not-for-profit organization to host a fundraising event where funds will support various philanthropic organizations within the community. Staff, along with the Liquor Commission, are recommending action and approval

at this time, with the understanding that the organization will comply with all Executive Orders and laws existing on the date of the event and that circumstances relating to the COVID-19 pandemic may require the event to be altered or rescheduled.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Liquor Commission held a public hearing on the Application on May 12, 2020. In accordance with City Code, on May 2, 2020, a public notice was published in the Pantagraph and 16 notices were mailed to properties adjacent to the event area.

FINANCIAL IMPACT: The fee for a one-day Class LB license is \$100, which is recorded in the Non-Departmental Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2021 Proposed Budget Book titled "Budget Overview & General Fund" on page 112.

COMMUNITY DEVELOPMENT IMPACT: ACH-1: Create an unique identity for the Bloomington area arts and culture scene. ACH-3 Support and promote arts and culture in the community. D-2 Market and promote the unique brand and image of Downtown Bloomington.

Respectfully submitted for Council consideration.

Prepared by: Amanda Mohan, Records and Licensing Specialist

Reviewed by:


Leslie Yocum, City Clerk

6/2/2020


Chris Tomerlin, Budget Manager

6/2/2020

George Boyle
George Boyle, Assistant Corporation Counsel

6/3/2020


Tara Henry, Legislative Assistant

6/4/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- CLK 2B BLM-NM Sunrise Rotary_Brats & Bags_Class LB Application_Redacted
- CLK 2C BLM NM Sunrise Rotary_Bags and Brats_Special Event Permit_Redacted
- CLK 2D BLM NM Sunrise Rotary_Bags & Brats_Site Map
- CLK 2E BLM NM Sunrise Rotary_Brats & Bags_Map
- CLK 2F DRAFT Minutes 05-12-2020 LIQ COM Meeting-BLM NM Sunrise Rotary
- CLK 2G Ordinance for BLM NM Sunrise Rotary Brats & Bags 2020

April 30, 2020

City Clerk Requirement Verification Memo

To: Liquor Commission

Re: Legal Name: Bloomington Normal Sunrise Rotary

D/B/A Name: Bloomington Normal Sunrise Rotary

Dear Reviewer,

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

- ☒ BASSET Certifications for Management
- ☒ Certificate of Liability Insurance (DRAM Shop)
- ☒ Liquor Bond in the amount of \$2,000
- ☒ The organization has not exceeded three Class LA or LB liquor licenses within the past 12 months.

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

Respectfully,

Amanda Mohan
Records and Licensing Specialist



Check Appropriate Category:

APPLICANT INFORMATION

Physical Address of Organization: PO Box 724, Bloomington, IL 61702-724

Name: Kristen Kubsch Phone Number: [REDACTED]
Address: [REDACTED] City/State: Normal IL Zip Code: [REDACTED]

Name: Chris Downing Phone Number: [REDACTED]
Address: [REDACTED] City/State: Bloomington / IL Zip Code: [REDACTED]

Name: Brian Shoemaker Phone Number: [REDACTED]
Address: [REDACTED] City/State: Bloomington IL Zip Code: [REDACTED]

Name: _____ Phone Number: _____

Address: _____ City/State: _____ Zip Code: _____

Name: _____ **Phone Number:** _____

Address: _____ **City/State:** _____ **Zip Code:** _____

EVENT INFORMATION

The location where the limited alcoholic liquor license will be utilized:

Name of Establishment: Downtown Bloomington "L" shape on square

Address: Jefferson Street City/State: Bloomington IL Zip Code: 61701

between main & center & main street between Washington
Date(s) on which the Limited alcoholic liquor license will be utilized: & Jefferson

08/07/2020



Hours during which alcohol will be sold: 3pm - 11pm

Is the premises within 100 feet of any church, school, hospital, home for the aged or indigent persons, or for War Veterans, their wives or children? Y / (N)

Description of the activity or event in connection with which the limited alcoholic liquor license will be utilized, specifying the nature of the proposed entertainment, if any: _____

Bags Tournament Fundraiser

Estimate of number of persons expected to attend: 500

Description of the proposed procedures for handling the following:

A. Crowd control: see attached #2

B. Identification check: see attached #3

Has the civic, service, charitable, fraternal or social organization, group or entity applying for this license been in existence continuously for at least one year (Please Circle)? (Y) / N

a. If so, please list Date Established: June 14, 1990

Is the civic, service, charitable, fraternal or social organization, group or entity applying for this license incorporated under the laws of the State of Illinois (Please Circle)? Y / (N)

a. If so, please list Date Incorporated: NA

Has the civic, service, charitable, fraternal or social organization, group or entity seeking a Limited Alcoholic Liquor License received such a licensee within the past year (Please Circle)? (Y) / N

a. If so, please list how many: 2

Name and contact number(s) for the person(s) attending the Liquor Commission:

Name: Kristen Kubson Phone Number: [REDACTED]

Name: _____ Phone Number: _____

Name: _____ Phone Number: _____

Submit completed application to the City Clerk's Office **not less than 60 days prior** to the date on which license, if granted, will be utilized.



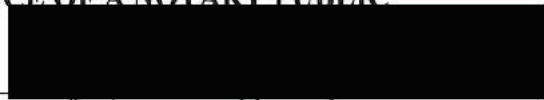
The following shall be provided **at the time of application submission**:

- A. Proof of Dram Shop Insurance Policy showing coverage for the event with the following in the description field: date(s), location, and time(s). *The City of Bloomington must be listed as the Certificate Holder.*
- B. Surety bond in the amount of \$2,000 in favor of the City of Bloomington guaranteeing applicants' faithful observance of all of the provisions of the City of Bloomington Liquor Code, State and Federal laws regulating the sale and service of alcohol. *(Must provide an end date)*
- C. BASSET Certificates *(Who Should be Certified: Bartenders, Bar Backs, Servers, Managers, other staff that checks IDs. Actual copy of the certificate is required; screenshots or pictures will not be accepted.*
- D. Certificate of Good Standing with the State of Illinois **(The information can be found at www.sos.state.il.us or call (217) 782-6961/6875 to order a certificate.)** *(Applies to Corporations and Limited Liability companies only.)*

The undersigned, being first duly sworn, affirms that all matters and things set out on this application are true and correct, and that all items enumerated on this application will be complied with.

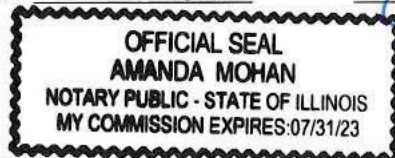
MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC

Kristen J. Kubson
Printed Name of Applicant


Signature of Applicant

Subscribed and sworn to before me this 13th day of February, 2020

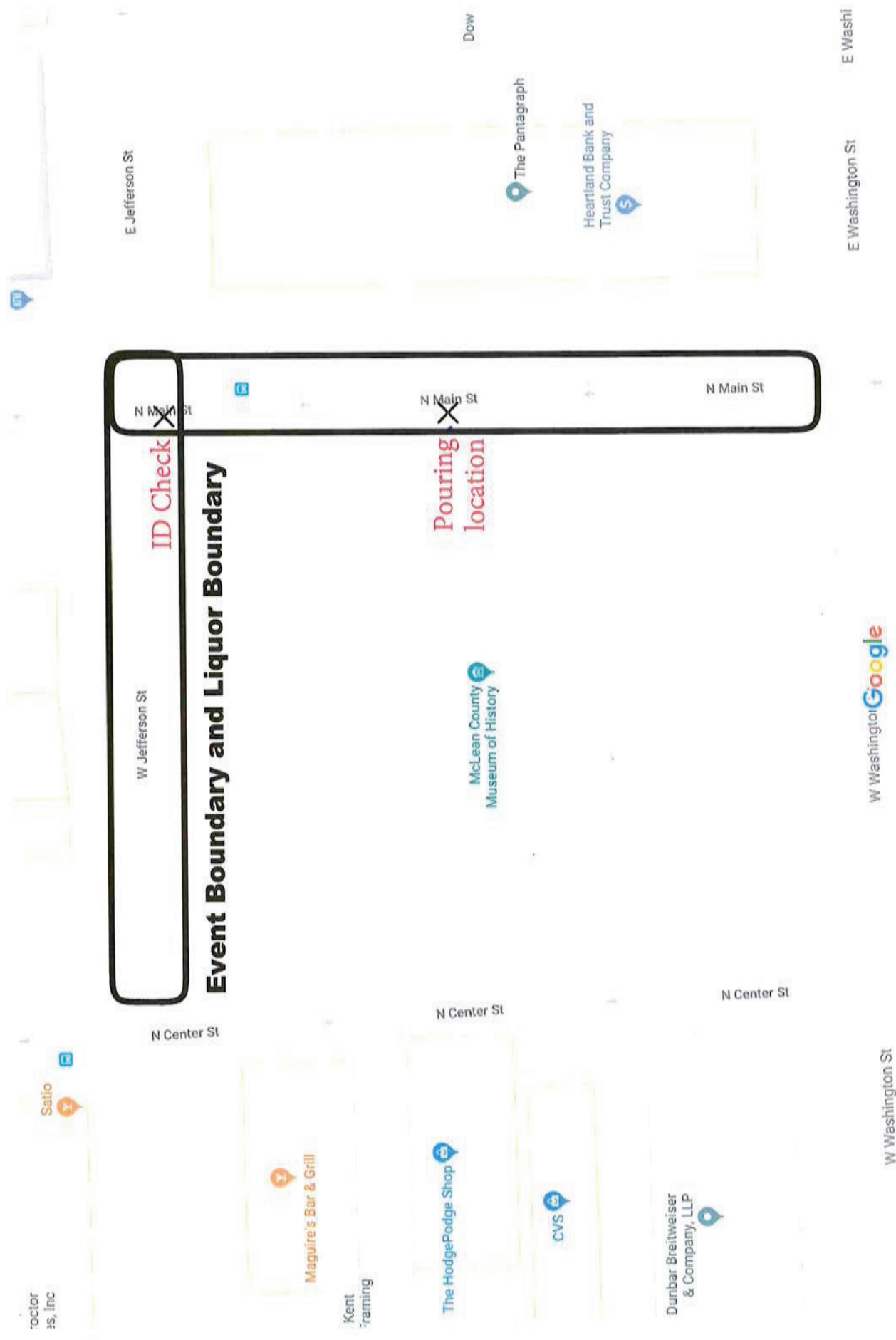
My Commission Expires: 7/31/23 Amanda Mohan
Notary Public



OFFICE USE ONLY

<u>2/13/20</u>	Date Received/Paid (\$100/Day; \$50/Additional)
<u> </u>	Receipt #
<u> </u>	Check # (if applicable)
<u> </u>	Staff Initials
<u>✓</u>	DRAM Certificate
<u> </u>	\$2,000 Surety Bond
<u>Applicant Info</u>	Emergency Call-In Sheet
<u> </u>	Certificate of Good Standing
<u>4/4/20</u>	Possible Public Hearing Date:
<u>5/11/20</u>	Possible Council Date:

1. Sale of Alcoholic Liquor: See attached map. Those who are 21 years and over who are participating and attending the event will have access to beer and wine during the tournament. The cost of beer and wine is in addition to the registration fee. All servers and ID checkers will be BASSET trained.
2. Crowd Control: The event is to be held in Downtown Bloomington on Jefferson Street between Main and Center and Main Street between Washington and Jefferson Street. The alcohol will be served on main street and will not be allowed outside of designated area on attached map.
3. Identification Check: We will have BASSET trained club member volunteers checking ID's and issuing wristbands only to those 21 and over. No alcohol will be served without ID check and wristband.



ID Check

Event Boundary and Liquor Boundary

Pouring location

SPECIAL EVENT PERMIT
BRATS & BAGS
DATE: FRIDAY, AUGUST 7, 2020
TIME: 6:00 A.M. UNTIL 11:30 P.M.

Date Prepared: May 1, 2020

SPONSORING ORGANIZATION(S): Sunrise Rotary Club

CONTACT PERSON: Kristen Kubsch

PHONE NO.: [REDACTED]

EMAIL: [REDACTED]

APPLICATION RECEIVED: Yes

CERTIFICATE OF INSURANCE RECEIVED: Yes

HOLD HARMLESS: Yes

NATURE OF EVENT: Fundraiser for the various charitable projects, consisting of food, beverage, live or amplified music, and a Bags (bean bag toss) Tournament. Setup will begin at 6:00 a.m. Food service will begin at 10:30 a.m. and end at 1:30 p.m.

EVENT LOCATION/PARADE ROUTE: Jefferson St. between Main and Center and Main St. between Jefferson and Washington.

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

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

PUBLIC WORKS WILL PROVIDE THE FOLLOWING: Install "No Parking" signs on Jefferson for Friday, August 7 at 6:00 a.m. to 11:30 p.m.

Install "No Parking" signs on Main St. for Friday, August 7 at 12 p.m. to 11:30 p.m.

Four (4) parking stalls will be blocked on the west side of Main St. nearest to the intersection of Main and Jefferson to allow for drive through pick up of lunches. Install "No Parking" signs on for the drive thru lane for Friday, August 7 at 6:30 a.m. to 11:30 p.m.

Install "No Parking" Signs for the two (2) parking spaces on the northeast corner of Main and Jefferson St for Friday, August 7 for the garbage dumpster.

Install all "No Parking" signs thirty-six (36) hours in advance of event.

Close Jefferson St. between Main and Center at 6:00 a.m. on Friday, August 7 and Main St. between Jefferson and Washington on Friday, August 7 at 1:00 p.m.

SPECIAL EVENT PERMIT

BRATS & BAGS

Public Works will provide the traffic cones for the drive-through.

Reopen streets at the end of the event.

PARKS AND RECREATION WILL PROVIDE THE FOLLOWING: Deliver eighteen (18) picnic tables, including ADA accessible, and fifteen (15) trash barrels to the northwest corner of the McLean County Museum of History on the morning of Friday, August 7. Remove picnic tables and barrels and place them on the lawn of the McLean County History Museum.

LIQUOR: Each business who intends to sell/serve liquor outside of their original approved premise must contact the City Clerk Department at (309)434-2240 to obtain the correct application and information needed. If applicable, the organizer will be scheduled to appear at a regular Liquor Commission Meeting to provide details to the Commissioners regarding the event. **The organizer must attend this meeting.** If approved at the Liquor Commission, the organizer's item will then continue on to the appropriate City Council Meeting for approval. If approved, the organizer must contact the City Clerk Department to obtain any necessary information or certificates required before serving/selling liquor.

If the only required liquor aspect is Suspending the Ordinance to allow Possession of Open Alcohol on Public Property, the City Clerk Department will place the event on the next applicable Liquor Commission Agenda to be considered. **The organizer must attend this meeting.** If approved at the Liquor Commission, the organizer's item will then continue on to the appropriate City Council Meeting for approval. The organizer may call the City Clerk Department at (309)434-2240 on the day following the assigned City Council Meeting to make sure the item was approved. If so, the organizer does not need additional documentation to show the approval of the Ordinance Suspension.

ORGANIZER RESPONSIBILITIES:

1. Provide written notification to affected residents/businesses, including the McLean County Museum of History and send a copy of this letter to the Economic Development office.
2. Organizer will obtain a dumpster permit from Public Works at 434-2225.
3. Contact Community Development at 434-2226 in reference for requirements on porta potties.
4. Bring trash bags and empty barrels into dumpster.
5. Make arrangements with the Economic Development office to gain access to the power box on Jefferson prior to your event by calling 309-434-2293.
6. Remove the dumpster and porta potties immediately following the event.
7. Contact Colleen Winterland at 309-434-2225 to pick up traffic cones for drive thru.
8. Appoint a designated volunteer or staff person to be in charge of ensuring that barricades remain intact. It is the City's recommendation that barricades not be moved. Only the designated volunteer(s) can move the barricades, if necessary. The designated person must meet with Public Works staff prior to the event so that staff can train the volunteer on proper barricade set up. You can make this appointment by calling Colleen Winterland at 309-434-2225. If that volunteer is not available, contact Police, non-emergency 309-820-8888 prior to moving barricades. Keep in mind Staff at this number will not be able to

SPECIAL EVENT PERMIT BRATS & BAGS

respond instantly. It is the responsibility of the organizer to ensure that nobody removes, changes, or anyway interferes with the setup of barricades, signs, or any other traffic control device set up by City staff, except for the designated volunteer(s). Contact the Police, non-emergency 309-820-8888, to report anyone tampering of such. There is a fine ranging from \$250-\$500 for illegal moving the barricades or other traffic control devices.

9. The event organizer must post a notice to inform the public and victims of human trafficking of the telephone hotline number of the Human Traffic Resource Center as required by the Human Trafficking Resource Center Notice Act. (775 ILCS 50/1, et seq.) Find helpful models at <https://www.dhs.state.il.us/page.aspx?item=82023>. The notice must be posted in a conspicuous and accessible place in clear view of the public and employees where similar notices are customarily posted. Failure to do so could result in a \$500 fine per violation.

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

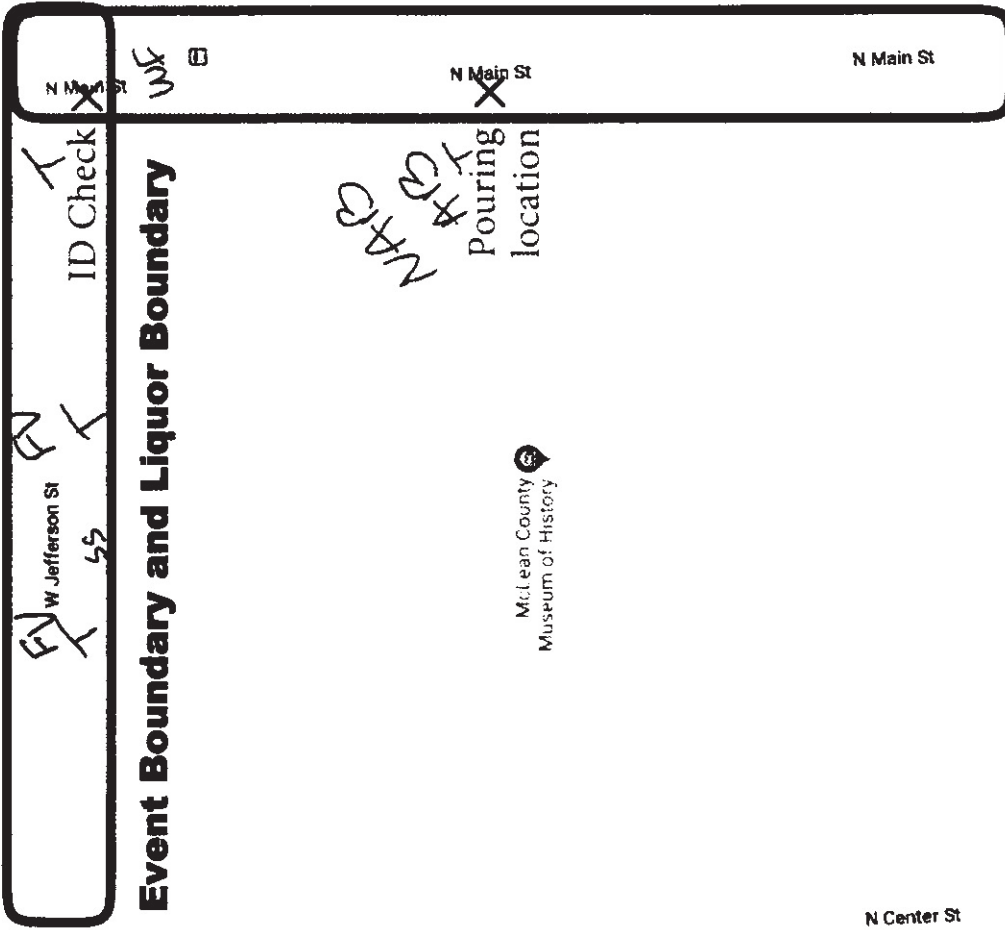
FOR OFFICE USE ONLY

DISTRIBUTION LIST	
Tim Gleason, City Manager	Billy Tyus, Deputy City Manager
Amanda Mohan, City Clerk Department	Assistant Chief Greg Scott, Police Department
Bob Mahrt, Community Development	Phil Allyn, Traffic Engineer, Public Works
Martin Glaze, Connect Transit	Darwin Miles, Public Works
Melissa Hon, Economic Development	Bill Givens, Public Works
Catherine Dunlap, Economic Development	JT Thomas, Public Works
Samantha Mlot, Economic Development	Kevin Kothe, Public Works
Russ Waller, Facilities	Troy Olson, Public Works
Deputy Chief Eric West, Fire Department	Colleen Winterland, Public Works
Linda Foutch, McLean County Health Dept.	Brett Lueschen, Water Department
Bob Moews, Parks & Recreation Department	Joe DeGraeve, Public Works

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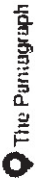
E Jefferson St

N Center St

N Main St

N Main St

Dow



The Pentagraph

McLean County
Museum of History

N Center St

The Dodge Dodge Shop



Dunbar Breitweiser
& Company, LLP

N Center St

E Washington St

W Washington St

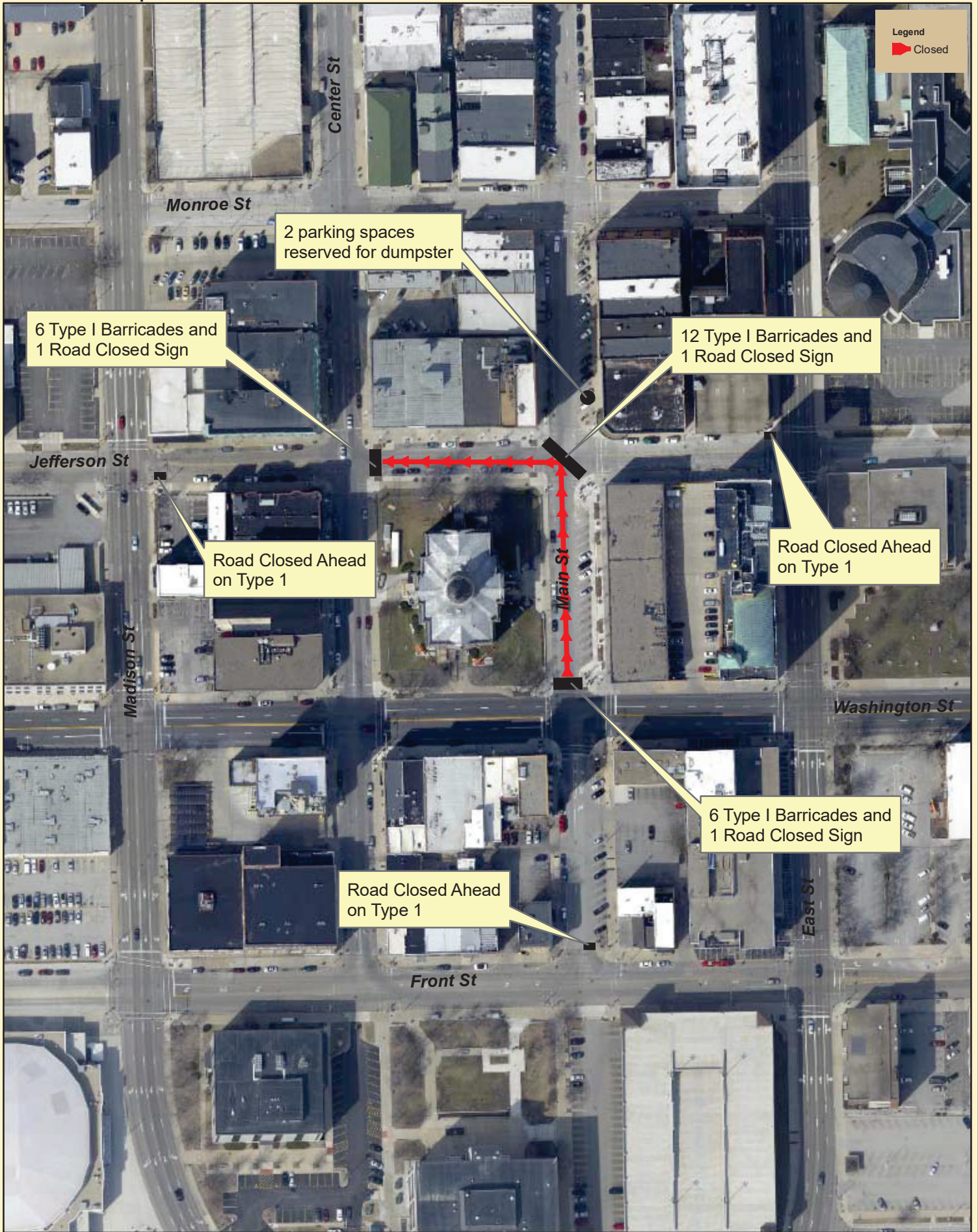
W Washington St

Map data ©2018 Google

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Legend
 Closed



Item 5. Public Hearing and action on the Application of Bloomington Normal Sunrise Rotary, requesting a Class LB, (Limited Beer and Wine Only, and Sunday Sales) liquor license, for their annual Brats and Bags event on Friday, August 7, 2020, located in Downtown Bloomington, as requested by the City Clerk Department.

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

Commissioner Powell recused herself from the vote as she was a member of the applicant organization at 4:02 p.m.

Mayor Renner opened the Public Hearing at 4:03 p.m.

Kristen Kubsch, Representative of the Bloomington Normal Sunrise Rotary Club, after being sworn in, addressed the Commission. She explained the organization decided to move forward with the event with some contingencies. She went on to explain they would hold a brat lunch and a bags tournament in the evening.

Commissioner Jordan confirmed the hours of the event. Ms. Kubsch stated the lunch portion would be from 11:00 a.m. until 2:00 p.m. and liquor service would begin at 4:30 p.m. through the bags event from 5:00 p.m. until 10:00 p.m.

Mayor Renner asked if anyone had registered to speak for or against the applicant. Ms. Mohan confirmed none had registered.

Mayor Renner closed the Public Hearing at 4:05 p.m.

Mr. Boyle suggested if the Commission motioned to approve any items during the meeting, they should be contingent upon compliance with all building, health and safety codes and consistent with Executive Orders relating to public gatherings.

Commissioner Jordan motioned, seconded by Commissioner Renner, to positively recommend to Council the approval of the license as presented contingent upon compliance upon compliance with all building, health and safety codes and consistent with Executive Orders relating to public gatherings.

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

AYES: Jordan, Renner

RECUSED: Powell

Motion carried.

Commissioner Powell returned to the meeting at 4:06 p.m.

The following item was presented:

Item 6. Public Hearing and action on the Application of Lil Beaver Brewery, LLC, d/b/a Lil Beaver Brewery, located at 16 Currency Dr., Unit 2, requesting to redefine their approved area for consumption with a permanent extension of premise to allow an Outdoor Service and Consumption Area, as requested by the City Clerk Department..

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

The following Commissioners were present for the Public Hearing: (1) Renner; (2) Jordan; and (3) Powell.

ORDINANCE NO. 2020 - _____

**AN ORDINANCE SUSPENDING SECTION 26(d) OF CHAPTER 6
OF THE BLOOMINGTON CITY CODE TO ALLOW POSSESSION OF OPEN
ALCOHOL ON PUBLIC PROPERTY IN SPECIFIED PORTIONS OF DOWNTOWN
BLOOMINGTON DURING THE BRATS AND BAGS FUNDRAISING TOURNAMENT**

WHEREAS, the Bloomington-Normal Sunrise Rotary Club will hold a Brats and Bags Fundraising Event in specified areas of Downtown Bloomington on August 7, 2020; and

WHEREAS, the Bloomington-Normal Sunrise Rotary Club requested permission to allow sales and consumption of beer and wine during the Brats and Bags Tournament in specified areas of Downtown Bloomington outlined in Exhibit A.; and

WHEREAS, to allow possession of an open container of alcohol on a public street, Section 26(d) of Chapter 6 of the Bloomington City Code, which prohibits the possession of open containers of alcohol on public streets, must be suspended.

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

Section 1: That Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, is suspended on August 7, 2020, between 3:00 PM and 11:00 PM for the specified areas of Downtown Bloomington outlined in Exhibit A. This suspension shall be effective as to persons inside the designated area only, and only for alcohol purchased from the event vendor within the designated area.

Section 2: Except for the date, times and location set forth in Section 1 of this Ordinance, Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, shall remain in full force and effect. Nothing in this ordinance shall be interpreted as repealing said Section 26(d).

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

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

PASSED this 8th day of June 2020.

APPROVED this _____ day of June 2020.

CITY OF BLOOMINGTON:

ATTEST:

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk

①

F. Jefferson St

FD
W Jefferson St

N Center St

ID Check

Event Boundary and Liquor Boundary

53

10

**Kent
Framing**

 6045 8602868804 21_

N Center St

McLean County
Museum of History

DOY:

 The Pamphlet

Figure 1 is a line graph showing the percentage of total protein in the supernatant versus the percentage of total protein in the pellet for various proteins. The y-axis is labeled 'PERCENTAGE OF TOTAL PROTEIN IN SUPERNATANT' and ranges from 0 to 100. The x-axis is labeled 'PERCENTAGE OF TOTAL PROTEIN IN PELLET' and ranges from 0 to 100. A diagonal line represents the 1:1 ratio. Data points for various proteins are plotted, showing their distribution between the supernatant and pellet fractions.

**Dunbar Breitweiser
& Company, LLP**

N Center St

N Main St

E Washington St
F. Washi

www.WashingtonGo gle

W Washington St

Map data ©2018 Google

50 ft L



CONSENT AGENDA ITEM NO. 11.I

FOR COUNCIL: June 8, 2020

SPONSOR: City Clerk Department

WARD IMPACTED: Ward 1

SUBJECT: Consideration and action on the Application of Lil Beaver Brewery, LLC, d/b/a Lil Beaver Brewery, located at 16 Currency Dr., Unit 2, requesting to redefine their approved area for consumption with a permanent extension of premise to allow an Outdoor Service and Consumption Area, as requested by the City Clerk Department.

RECOMMENDED MOTION:

The proposed License be approved contingent upon compliance with all Executive Orders relating to public gatherings, and all building, health, and safety codes.

STRATEGIC PLAN LINK:

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

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Lil Beaver Brewery currently holds a valid TBPS (Tavern, Beer and Wine Only, Package and Sunday Sales) liquor license. The applicant is requesting to add an Outdoor Service and Consumption Area to their current liquor license to accommodate a large outdoor patio seating on the east side of their building.

On May 12, 2020, the Liquor Commission held a public hearing after which they decided to send the Application to the City Council with a positive recommendation contingent upon compliance with all building, health and safety codes and consistent with Executive Orders relating to public gatherings. See the attached draft minutes of the public hearing.

City staff are aware of heightened concerns regarding the current COVID-19 pandemic. However, this agenda item was initiated by a private entity working to enhance their establishment within Bloomington. Staff, along with the Liquor Commission, are recommending action and approval, since delay could negatively impact this business and its investment in our community. The business will generate additional food and beverage taxes for the City and will come at little to no expense to City resources.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Liquor Commission held a public hearing on this application on May 12, 2020. In accordance with City Code, on May 2, 2020 a public notice was published in *The Pantagraph* and 59 notices were mailed to properties within 500 feet of the business.

FINANCIAL IMPACT: The applicant currently pays an annual license fee of \$1,575 for their Class TBPS license, which is recorded in the Non-Departmental Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2021 Proposed Budget Book titled "Budget Overview & General Fund" on page 112. It is also the establishment's responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

COMMUNITY DEVELOPMENT IMPACT: ED-1.1 Focus on retention and expansion of existing businesses. ED-5.1 Expand tourism attractions and destinations.

Respectfully submitted for Council consideration.

Prepared by: Amanda Mohan, Records and Licensing Specialist

Reviewed by:



Leslie Yocum, City Clerk

6/4/2020



Chris Tomerlin, Budget Manager

6/4/2020



George Boyle, Assistant Corporation Counsel

6/4/2020



Tara Henry, Legislative Assistant

6/4/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- CLK 4B Lil Beaver Outdoor Consumption Application_REDACTED
- CLK 4C DRAFT Minutes 05-12-2020 LIQ COM Meeting-Lil Beaver

April 27, 2020

City Clerk Requirement Verification Memo

To: Liquor Commission

Re: Legal Name: Lil Beaver Brewery, LLC

D/B/A Name: Lil Beaver Brewery

Dear Reviewer,

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

- ☒ Business Call-In Information
- ☒ BASSET Certifications for Management
- ☒ Certificate of Good Standing with the State of Illinois
- ☒ Certificate of Liability Insurance (DRAM Shop)
- ☒ Liquor Bond in the amount of \$2,000
- ☒ Permission from Lanlord for outdoor consumption area.

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

Respectfully,

Amanda Mohan
Records and Licensing Specialist



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

1. Name of Applicant/Liquor License Holder: Lil Beaver Brewery, LLC

2. The undersigned applicant is *(Check One)*:

☐ an Individual

☐ a Partnership

☒ a Corporation/LLC

A. If an **Individual**:

Name: _____ Age: _____

Address: _____ City/State/Zip Code: _____

B. If a **Partnership**:

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

Name: _____ Age: _____

Address: _____ City/State/Zip Code: _____

Name: _____ Age: _____

Address: _____ City/State/Zip Code: _____

C. If a **Corporation/LLC**:

Date of Incorporation: 2/18/2016

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

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

Name: Chad Bevers Title/Position: Managing Member

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

Name: Adam Bellas Title/Position: Managing Member

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

Name: Justin Bellas Title/Position: Managing Member

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



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

DAY	HOURS OF OPERATION	DAY	HOURS OF OPERATION
Monday	From <u>3pm</u> to <u>8pm</u>	Friday	From <u>12PM</u> to <u>11PM</u>
Tuesday	From <u>3pm</u> to <u>8pm</u>	Saturday	From <u>12PM</u> to <u>11PM</u>
Wednesday	From <u>3pm</u> to <u>8pm</u>	Sunday	From <u>12PM</u> to <u>6PM</u>
Thursday	From <u>3pm</u> to <u>9pm</u>		

4. Describe the intended use and function of the proposed area and how it relates to your establishment's business plan: Outdoor seating for customers. We're Permitted for outdoor seating on the West in this sun, this is in the East in shade

5. Will the proposed area be open year-round or operate for specific months of the year? Please explain: It will be open from Spring to Fall, as weather allows.

6. Will live music be performed in the Proposed area (please circle)? Y / N No ☒

7. Will there be amplified music played over speakers in the Proposed area (please circle)? Y / N No ☒

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

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

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

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



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

Chad Bevers

Printed Name of Representative

[Redacted Signature]

Signature of Representative

Managing Member

Title or Position of Representative

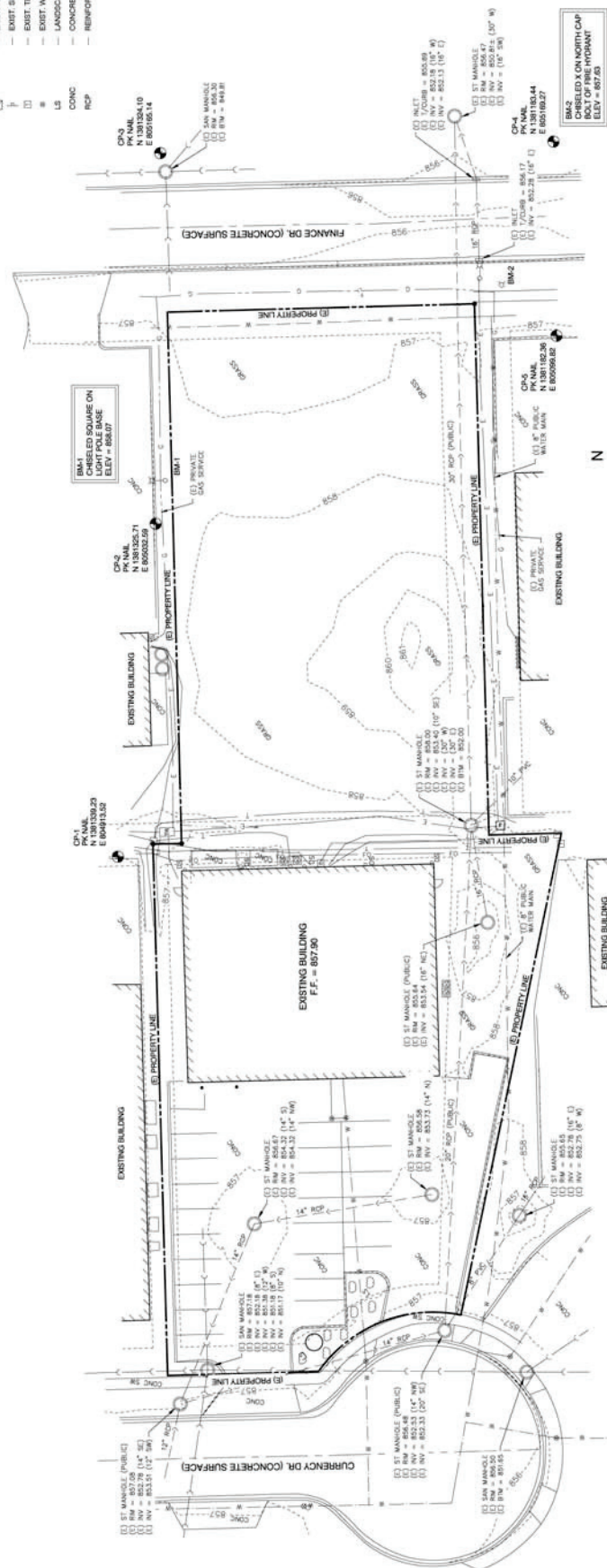
3/25/2020

Date

OFFICE USE ONLY

03/25/2020 Date Received
AM Staff Initials
Comm. Dev. Approved
05/12/2020 Potential Hearing Date

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



OVERALL EXISTING SITE LAYOUT PLAN

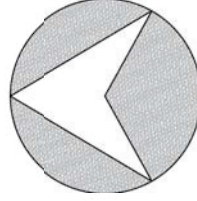
 MOHR & KERR ENGINEERING & LAND SURVEYING, P.C. Office: (309) 692-5500 5901 N. Prospect Road, Suite B3 Normal, IL 61761 Professional Engineer Firm #184-005091 www.mohrandkerr.com	ADDITIONAL CITY COMMENTS: ☐ 1. STREET ☐ 2. ALLEY ☐ 3. RAILROAD ☐ 4. HIGHWAY		ADDITIONAL COMMENTS: ☐ 1. LOT ☐ 2. SUBDIVISION ☐ 3. TRACT ☐ 4. MAP OF SECTION		DATE: 01/20/2017 BY:		SCALE: 1"=200'		CLIENT: LIL BEAVER BREWERY 16 CURRENCY DR. BLOOMINGTON, IL 61701		TITLE: OVERALL EXISTING SITE LAYOUT PLAN		PROJECT NO: 2008 SHEET # OF 3 DRAWN BY 2	
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BELLASLANDSCAPING

2405 Fox Creek Rd. | Bloomington, IL 61705 | 309-827-5263

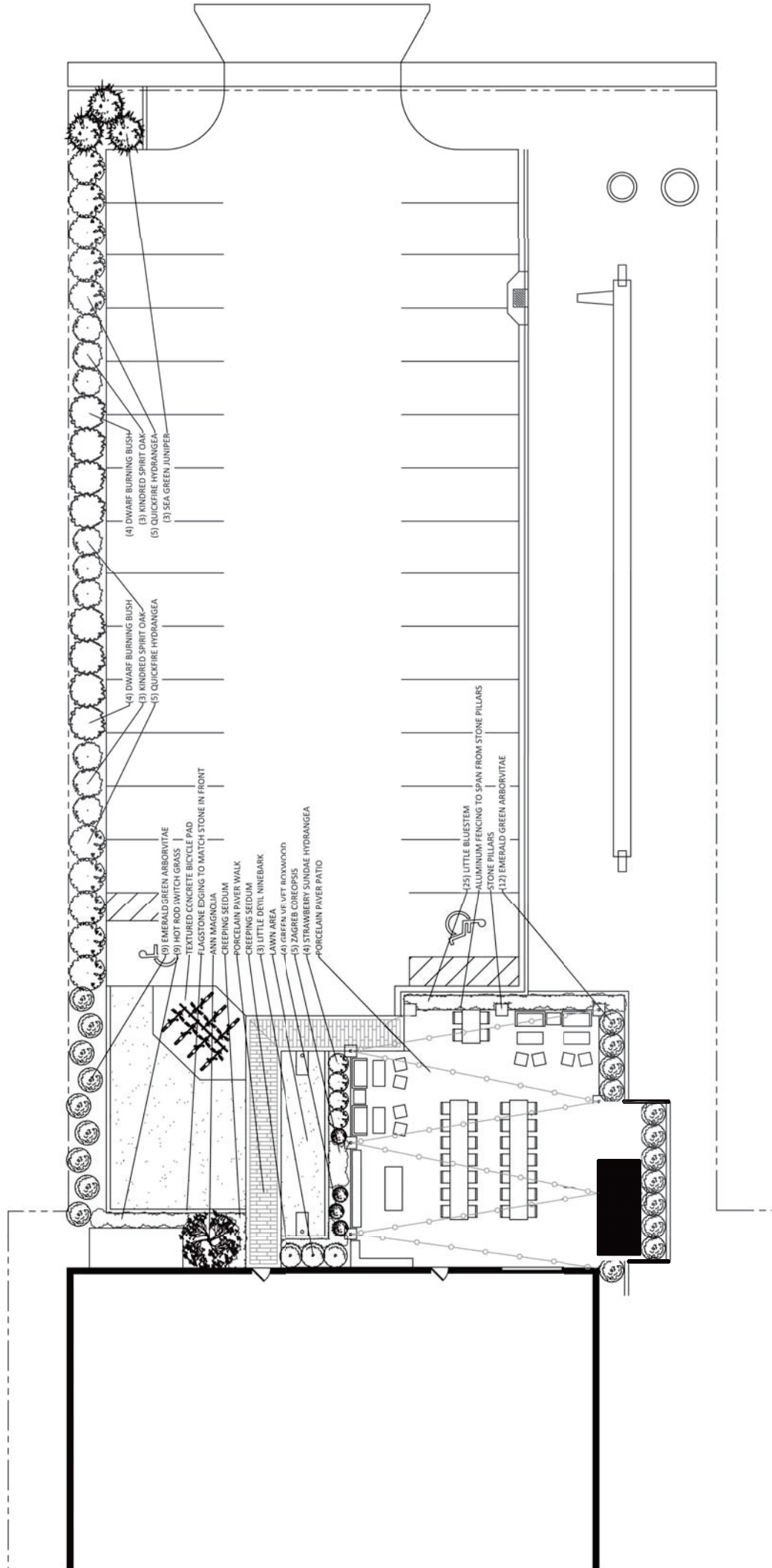
This landscape plan is property of Bellas Landscaping. Use of this plan by others without written authorization is strictly prohibited.



Lil' Beaver Brewery

Beer Garden & Bike Pad Revisions

16 Currency Dr. Unit B
Bloomington, IL 61704



Item 5. Public Hearing and action on the Application of Bloomington Normal Sunrise Rotary, requesting a Class LB, (Limited Beer and Wine Only, and Sunday Sales) liquor license, for their annual Brats and Bags event on Friday, August 7, 2020, located in Downtown Bloomington, as requested by the City Clerk Department.

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

Commissioner Powell recused herself from the vote as she was a member of the applicant organization at 4:02 p.m.

Mayor Renner opened the Public Hearing at 4:03 p.m.

Kristen Kubsch, Representative of the Bloomington Normal Sunrise Rotary Club, after being sworn in, addressed the Commission. She explained the organization decided to move forward with the event with some contingencies. She went on to explain they would hold a brat lunch and a bags tournament in the evening.

Commissioner Jordan confirmed the hours of the event. Ms. Kubsch stated the lunch portion would be from 11:00 a.m. until 2:00 p.m. and liquor service would begin at 4:30 p.m. through the bags event from 5:00 p.m. until 10:00 p.m.

Mayor Renner asked if anyone had registered to speak for or against the applicant. Ms. Mohan confirmed none had registered.

Mayor Renner closed the Public Hearing at 4:05 p.m.

Mr. Boyle suggested if the Commission motioned to approve any items during the meeting, they should be contingent upon compliance with all building, health and safety codes and consistent with Executive Orders relating to public gatherings.

Commissioner Jordan motioned, seconded by Commissioner Renner, to positively recommend to Council the approval of the license as presented contingent upon compliance upon compliance with all building, health and safety codes and consistent with Executive Orders relating to public gatherings.

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

AYES: Jordan, Renner

RECUSED: Powell

Motion carried.

Commissioner Powell returned to the meeting at 4:06 p.m.

The following item was presented:

Item 6. Public Hearing and action on the Application of Lil Beaver Brewery, LLC, d/b/a Lil Beaver Brewery, located at 16 Currency Dr., Unit 2, requesting to redefine their approved area for consumption with a permanent extension of premise to allow an Outdoor Service and Consumption Area, as requested by the City Clerk Department..

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

The following Commissioners were present for the Public Hearing: (1) Renner; (2) Jordan; and (3) Powell.

Chad Bevers, one of the Owners of Lil Beaver Brewery, after being sworn in, addressed the Commission. He explained the establishment was previously approved for a patio on the west side of the building, but with no permanent structure, the patio received excessive sun exposure. He went on to explain through business expansion and with new business partners, opportunities presented to improve the patio. Mr. Bevers stated his business partners purchased the land the brewery was on that included an empty lot to the east. They acquired permits to build a larger patio on the east side of the building which included fencing and ample shade.

Commissioner Powell confirmed the outdoor area closed at 9:00 p.m. on weekdays and 10:00 p.m. on weekends. Mr. Bevers confirmed the establishment did not stay open past 11:00 p.m. as their clientele was trended toward the afternoon and early evening crowd.

Commissioner Powell asked if live music would be enjoyed. Mr. Bevers stated the establishment typically did not have live music outdoors, but occasionally held parking lot parties for which they sought approval beforehand. He explained they wanted to be respectful of their neighbors.

Mr. Boyle asked what the outdoor seating capacity would be. Mr. Bevers replied they anticipated seating for 40. Mr. Boyle asked if the entire area would be enclosed or partially enclosed. Mr. Bevers responded the area would be enclosed with gates to lock overnight.

Mr. Boyle stated the Legal Department had no prior issues with Lil Beaver Brewery.

Mayor Renner asked if anyone had registered to speak for or against the applicant. Ms. Mohan confirmed the following individual registered to speak live: (1) Patrick King.

Mr. King, after being sworn in, address the Commission. He explained he had been a 13-year resident of the Currency Commons, which was near the establishment. He stated the brewery was a nice addition to the neighborhood but expressed concern with potential noise that could emanate from the patio. Mr. King referenced notable issues with two establishments on Wood Street and Maple Hill Road that resulted in multiple noise complaints. He explained he wanted to ensure this would not be a similar situation and the potential to add restrictions to consumption to the patio and on outdoor music.

Commissioner Renner asked Mr. Bevers if the patio was only on the east side. Mr. Bevers confirmed. Commissioner Renner asked if the establishment were to have live music, how late would it be enjoyed. Mr. Bevers responded the latest would be 10:00 p.m. He went on to explain that historically, with their clientele consisted mostly of a daytime crowd, and events usually finished before 9:00 p.m. and cleaned up by 10:00 p.m.

Commissioner Renner asked Mr. Boyle to confirm the time the City Noise Ordinance began. Mr. Boyle confirmed it began at 10:00 p.m. He suggested the possibility the Commission could condition the license to not allow amplified music after 10:00 p.m. Commissioner Renner stated Lil Beavery Brewery was located in a primarily commercial and noted some of the concerns could be balanced.

Commissioner Powell believed since there were no issues with Lil Beaver Brewery's past events and the establishment typically not extending hours of operation past 10:00 p.m., noise should not be an issue.

Commissioner Renner asked Mr. Boyle if Lil Beavery Brewery had any past issues. Mr. Boyle responded he was not aware of any issues or citations from the Legal Department.

Chief Greg Scott, after being sworn in, addressed the Commission and stated the establishment did not have any liquor or noise complaints from the Police Department.

Commissioner Jordan asked Mr. King if he opposed a 10:00 p.m. closing time. Mr. King responded the time was reasonable and he was more concerned with a sustained noise from amplified music and patrons' voices. He went on to say he did not have any previous concerns with the establishment and his desire to maintain the quiet neighborhood.

Commissioner Renner asked if Mr. King had questions for Mr. Bevers. Mr. King did not.

Mayor Renner closed the Public Hearing at 4:18 p.m.

Commissioner Powell motioned, seconded by Commissioner Jordan, to positively recommend to Council the approval of the Outdoor Service and Consumption Area as presented contingent upon compliance with all building, health and safety codes and consistent with Executive Orders relating to public gatherings.

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

AYES: Powell, Jordan, Renner

Motion carried.

The following item was presented:

Item 7. Public Hearing and action on the Application of ARJA Enterprises, d/b/a Las Margaritas Mexican Bar N Grill, to be located 3805 Bally Bunion Road, requesting a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) liquor license, as requested by the City Clerk Department.

Mayor Renner opened the Public Hearing at 4:19 p.m.

The following Commissioners were present for the Public Hearing: (1) Renner; (2) Jordan; and (3) Powell.

Mayor Renner asked if anyone had registered to speak for or against the applicant. Ms. Mohan confirmed none had registered.

Arturo Reyes, Owner, after being sworn in, addressed the Commission. He explained the current establishment was in Mt. Zion and had been in business for three years.

Commissioner Renner asked if they had any liquor violations for underage consumption. Mr. Reyes confirmed they did not, and stated management enforced BASSET certifications for staff.

Commissioner Jordan asked the proposed hours of operation. Mr. Reyes replied they would be open Sunday to Thursday from 11:00 a.m. to 9:00 p.m. and Friday to Saturday from 11:00 a.m. until 10:00 p.m.

Mayor Renner closed the Public Hearing at 4:22 p.m.

Commissioner Powell motioned, seconded by Commissioner Jordan, to positively recommend to Council the approval of the license as presented contingent upon compliance with all building, health and safety codes and consistent with Executive Orders relating to public gatherings.



CONSENT AGENDA ITEM NO. 11.J

FOR COUNCIL: June 8, 2020

SPONSOR: City Clerk Department

WARD IMPACTED: Ward 8

SUBJECT: Consideration and action on the Application of ARJA Enterprises, d/b/a Las Margaritas Mexican Bar N Grill, to be located at 3805 Bally Bunion Road, requesting a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

RECOMMENDED MOTION:

The proposed License be approved contingent upon compliance with all Executive Orders relating to public gatherings, and all building, health, and safety codes.

STRATEGIC PLAN LINK:

-Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Las Margaritas Mexican Bar N Grill will be located at 3805 Bally Bunion Road. This restaurant location was previously occupied by El Toro Margarita Island Inc., d/b/a El Toro Margarita Island, that closed in August 2019. Las Margaritas Mexican Bar N Grill is requesting a Class RAS liquor license, which would allow the sale of all types of alcohol by the glass on premises seven days a week. The application being considered includes an outdoor patio for liquor service and consumption.

On May 12, 2020, the Liquor Commission held a public hearing after which they decided to send the Application to the City Council with a positive recommendation contingent upon compliance with all Executive Orders relating to public gatherings, and all building, health, and safety codes. See the attached draft minutes of the public hearing.

City staff are aware of heightened concerns regarding the current COVID-19 pandemic. However, this agenda item was initiated by a private entity working to open a new restaurant within Bloomington. Staff, along with the Liquor Commission, are recommending action and approval, since delay could negatively impact this business and its investment in our community. The business will generate additional food and beverage taxes for the City and will come at little to no expense to City resources.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Liquor Commission held a public hearing on this application on May 12, 2020. In accordance with City Code, on May 2, 2020, a public notice was published in the Pantagraph and 6 notices were mailed to properties within 500 feet of the business.

FINANCIAL IMPACT: The current annual license fee for a Class RAS liquor license is \$2,950, which will be recorded in the Non-Departmental Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2021 Proposed Budget Book titled “Budget Overview & General Fund” on page 112. It is also the establishment’s responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

COMMUNITY DEVELOPMENT IMPACT: ED-4.2 Prioritize infill and redevelopment to spur growth and reinvestment in the City.

Respectfully submitted for Council consideration,

Prepared by: Amanda Mohan, Records and Licensing Specialist

Reviewed by:



Leslie Yocum, City Clerk

6/2/2020



Chris Tomertin, Budget Manager

6/2/2020

George Boyle

George Boyle, Assistant Corporation Counsel

6/3/2020



Tara Henry, Legislative Assistant

6/4/2020

Recommended by:



Tim Gleason, City Manager

Attachments:

- CLK 3B Las Margaritas Application_REDACTED
- CLK 3C DRAFT Minutes 05-12-2020 Regular Session LIQ COM Meeting_Las Margaritas

April 27, 2020

City Clerk Requirement Verification Memo

To: Liquor Commission

Re: Legal Name: ARJA ENTERPRISES

D/B/A Name: Las Margaritas Mexican Bar N Grill

Dear Reviewer,

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

- ☒ Articles of Incorporation
- ☒ BASSET Certifications for Management
- ☒ Certificate of Good Standing with the State of Illinois
- ☒ Certificate of Liability Insurance (DRAM Shop)
- ☒ Financial Information
- ☒ Liquor Bond in the amount of \$2,000
- ☒ A Lease between Ireland Grove, LLC and Arturo Reyes
for the term 02/01/2020 to 04/30/2022

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

Respectfully,

Amanda Mohan
Records and Licensing Specialist

Submittal Date: 3/12/20
 Renewal Type (A, SA): SA
 Staff Initials: du



Business Contact Sheet

PLEASE FILL IN YOUR BUSINESS INFORMATION CLEARLY AND COMPLETELY.

Legal Name (Individual, Partnership, Corporation/LLC): ARJA ENTERPRISES
 Doing Business As (D/B/A): LAS MARGARITAS MEXICAN BARN GRILL
 Business Address: 3805 BALLYBUNION RD,
 City/State: BLOOMINGTON IL
 Zip Code: 61704
 Business Phone Number: N/A CELL [REDACTED]
 Business Email Address: [REDACTED]

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

Billing Email Address: [REDACTED]

License Renewals

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

Primary Contact:

Name: ARTURO REYES Phone Number: [REDACTED]

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

Alternate Contact:

Name: N/A Phone Number: N/A

Address: N/A City/State: N/A Zip Code: N/A

Manager:

Name: ARTURO REYES Phone Number: [REDACTED]

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



Liquor License Application Questionnaire

TO THE APPLICANT:

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

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

LEGAL REQUIREMENTS:

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



NATURE OF LICENSE:

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

TYPE DESCRIPTION

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

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

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

4. How will a liquor license of the kind requested benefit the City of Bloomington and its residents? SPEND MORE IN BLOOMINGTON; RESIDENTS WON'T DRIVE FAR (DRINKING & DRIVING)

5. Upon what facts do you base your answers to the previous question?
BEEN IN THE BUSINESS FOR 10 YEARS

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

7. Will most of the establishment's gross revenue come from sources other than the sale of alcohol? Y ☒ N ☐
a. If you answered "YES" to the previous question, from what sources will such revenue be derived? FOOD SALES 75% ALCOHOL 25%

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

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

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

AMUSEMENT

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

MISCELLANEOUS

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

IMPACT OF ESTABLISHMENT:

1. State the location of your establishment:

Address: 3805 BALLY BUNION RD City/State: BLOOMINGTON IL Zip: 61704

2. What hours will the establishment be open?

DAY	TIME OPEN	DAY	TIME CLOSE
Monday:	11 AM	Monday:	9 PM
Tuesday:	11 AM	Tuesday:	9 PM
Wednesday:	11 AM	Wednesday:	9 PM
Thursday:	11 AM	Thursday:	9 PM
Friday:	11 AM	Friday:	10 PM
Saturday:	11 AM	Saturday:	10 PM
Sunday:	11 AM	Sunday:	9 PM

3. What type or types of building(s) adjoin the establishment? NONE
- a. If any adjoining buildings are office or commercial, approximately what hours are they open for business? N/A
- b. If adjoining buildings are predominately residential, are they single or multi- family and what other business establishments are in the area? N/A
4. Describe streets immediately adjoining the establishment (e.g. approximate width, one or two-way, parking restrictions, etc.):
LINKS OF IRELAND GROVE; GOLF COURSE IN FRONT
OF RESTAURANT. VETERANS ROAD; IRELAND GROVE RD.
5. How much additional traffic do you expect the establishment with a liquor license to generate? ~~EL TORO NOT SURE / EL TORO~~
NOT SURE, MAYBE PREVIOUS RESTAURANT LIKE EL TORO.
6. Describe on and off street parking facilities to handle traffic anticipated:
PARKING LOT FOR THE BUILDING.
7. How many establishments with liquor licenses are located within the immediate area of your establishment? ~~NONE~~ LINKS OF IRELAND GROVE.
8. What do you estimate to be the demand for your establishment in the area in which it is or will be located? NOT SURE, MAYBE PREVIOUS RESTAURANT
LIKE EL TORO.
9. Upon what facts do you base your answer to the previous question? I HAVE NO FACTS, BUT CAN ARRANGE.

RESPONSIBILITY:

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

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

DATED this 3 day of 7, 20 20.

SIGNED:

ARLORD REYES

Printed Name

Signature

OWNER

Title

Address

City/State/Zip Code

N/A

Printed Name

N/A

Signature

N/A

Title

N/A

Address

N/A

City/State/Zip Code



Application for the Sale of Alcoholic Beverages

This application is being submitted as:

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

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

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

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

☐ an Individual ☐ a Partnership ☒ a Corporation

If an Individual:

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

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

If a Partnership:

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

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

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

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

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

If a Corporation/LLC:

Date of Incorporation: _____
State whether same is organized for profit ☒ or nonprofit ☐, under laws of the State of IL.

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

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

Name: ARWES REYES Title: OWNER
Address: _____ y/State/Zip: _____
Name: _____ Title: _____
Address: _____ City/State/Zip: _____

3. Location and description of the premises or place of business to be operated under this license: 3805 BAILEY BUNION RD BLOOMINGTON IL / RESTAURANT

a. Legal Name: ARJA ENTERPRISES, INC.

b. D/B/A: LAS MARGARITAS MEXICAN BAR and GRILL

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

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

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

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

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

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

If yes, please fully explain: _____

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

If yes, give further details: _____

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

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

If no, list the information of the building owner:

Name: IRELAND GROVE, LLC.

Term of Lease: MAY 1 2020 to APRIL 30 2022

Address: 608 Kingsley, SUITE A.

City/State/Zip: NORMAL, IL, 61761

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



Application for the Sunday Sale of Alcoholic Beverages

This application is being submitted as:

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

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

D/B/A LAS MARGARITAS MEXICAN BAR/GRILL / ARJA ENTERPRISES, INC.
NAME OF APPLICANT

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

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

CONTINUE FOR SIGNATURE PAGE



Dated this 3 day of 7, 2020

A. Individual

_____	_____
Printed Name of Applicant	Signature of Applicant

B. Partnership

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

C. Corporation/LLC

ARTA ENTERPRISES, INC.	
Corporate Name	
_____	_____
ARTURO REYES	[Redacted Signature]
Printed Name of President	Signature of President
ATTEST	
_____	_____
N/A	N/A
Printed Name of Secretary	Signature of Secretary
And the following officers, directors, or majority stockholders:	
_____	_____
N/A	N/A
_____	_____

CONTINUE TO NEXT PAGE FOR NOTARY ACKNOWLEDGEMENT



NOTARY ACKNOWLEDGEMENT

STATE OF ILLINOIS)

) SS

COUNTY OF MCLEAN)

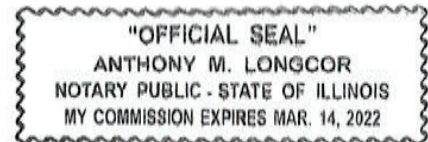
Being first duly sworn on their respective oaths say that they comprise of all the owners, partners, officers, directors, or majority stockholders of the above name applicant in accordance with definitions of the Bloomington City Code; that they and each of them have read and signed the foregoing application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

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

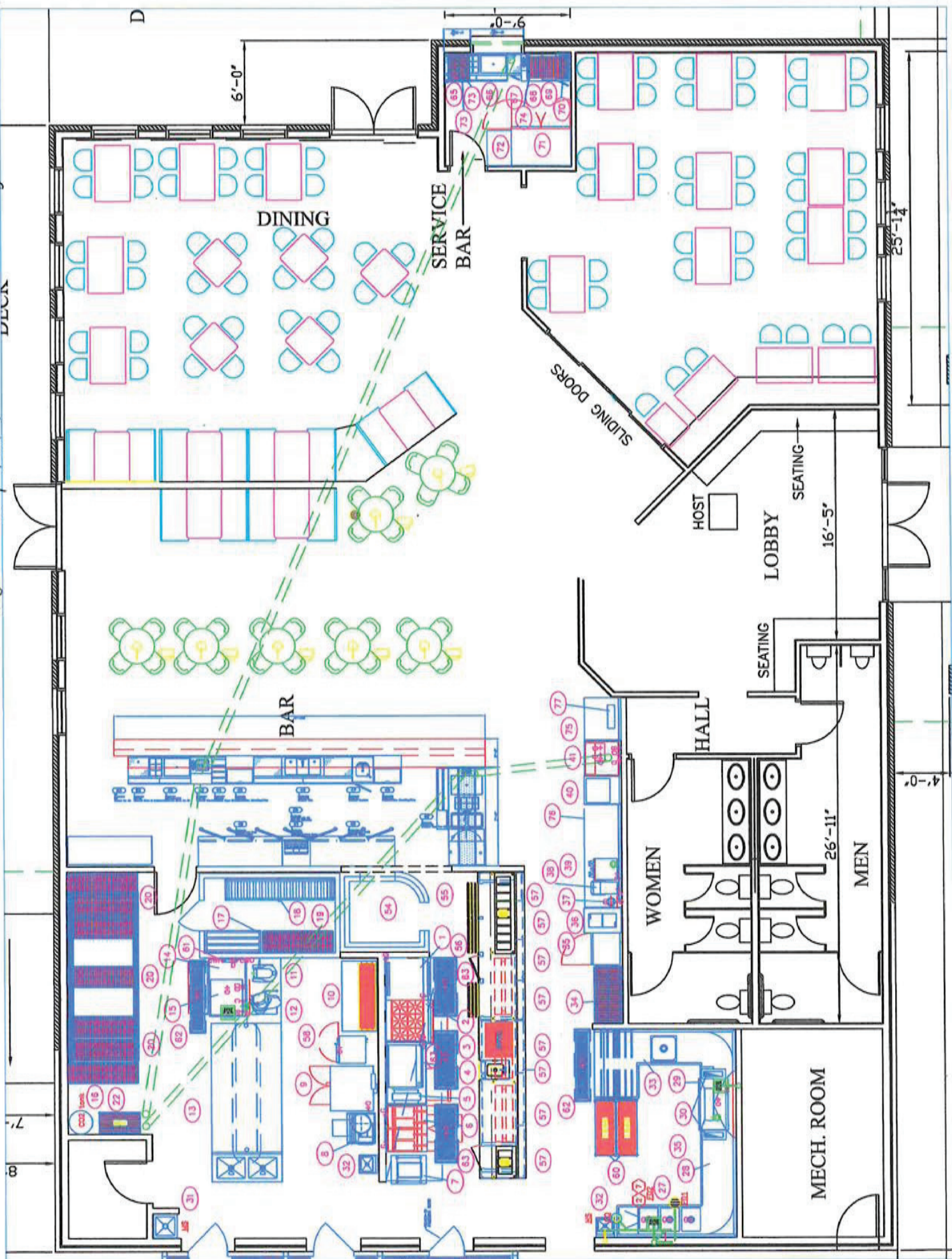


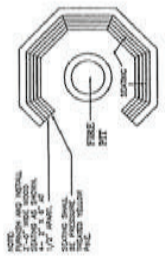
Notary Public

My Commission Expires: 3-14-22



LAS MARGARITAS MEXICAN BAR & GRILL
2805 BALLYBUNION RD, BLOOMINGTON IL 61704





OUTDOOR SEATING DETAILS:

GENERAL NOTES:

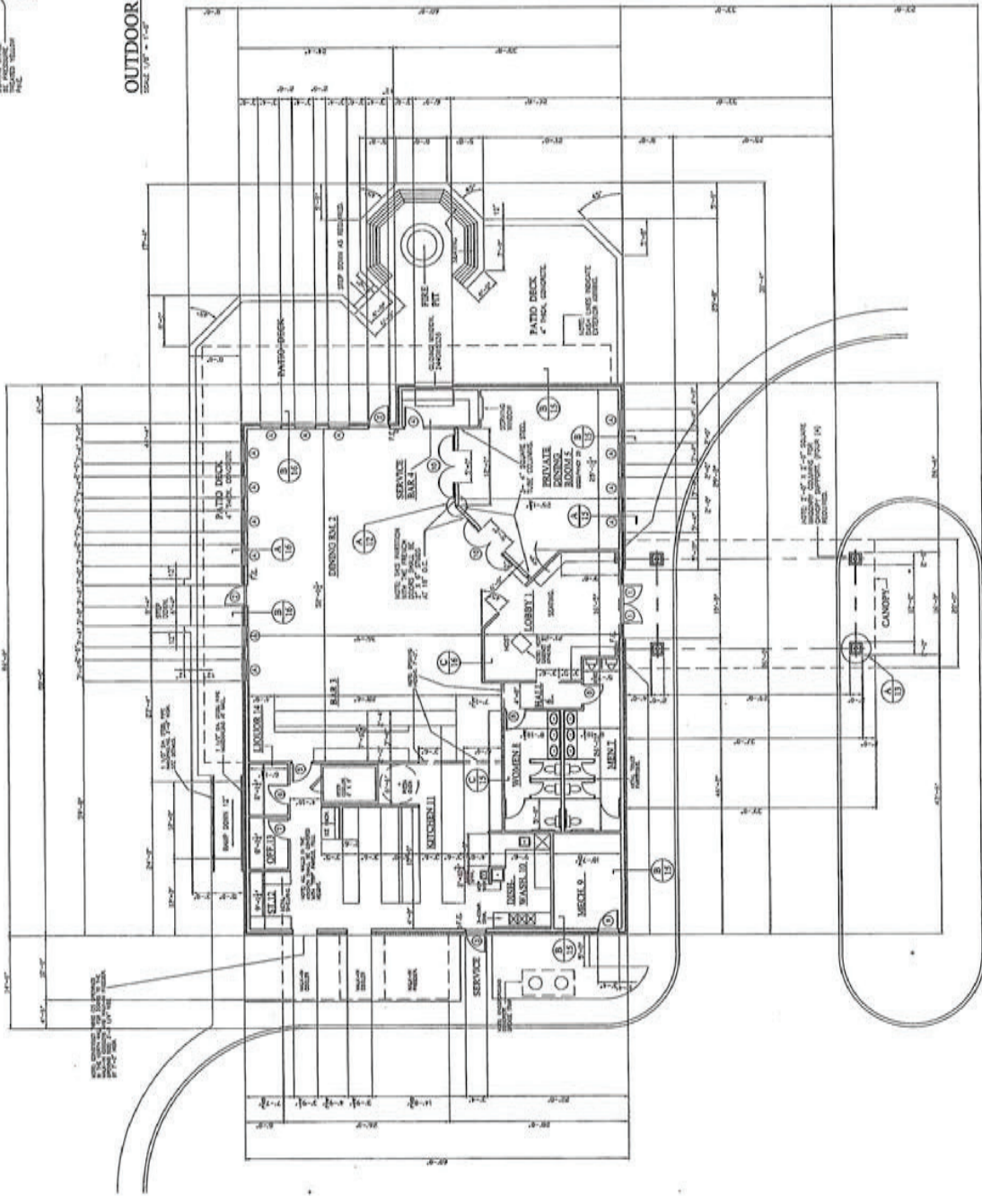
1. ALL OUTDOOR SEATING SHALL BE CONSTRUCTED OF 2" X 8" WOOD STUDS AT 16" O.C.
2. ALL OUTDOOR SEATING SHALL BE CONSTRUCTED OF 2" X 8" WOOD STUDS AT 16" O.C.
3. ALL OUTDOOR SEATING SHALL BE CONSTRUCTED OF 2" X 8" WOOD STUDS AT 16" O.C.
4. SEE FLOOR PLAN FOR LAYOUT.
5. ALL OUTDOOR SEATING SHALL BE FINISHED WITH 1/2" THICK, TYPE A, CEMENT BOND ON 3/4" THICK, FIBERGLASS INSULATION FOR SOUND DAMPING.
6. 3/4" THICK, FIBERGLASS INSULATION FOR SOUND DAMPING.
7. COVER ALL INTERIORS TO THE OUTDOOR SEATING AREA WITH 1/2" THICK, TYPE A, CEMENT BOND ON 3/4" THICK, FIBERGLASS INSULATION FOR SOUND DAMPING.
8. FINISHES AND MATERIALS SHALL BE 1/2" THICK, TYPE A, CEMENT BOND ON 3/4" THICK, FIBERGLASS INSULATION FOR SOUND DAMPING.
9. FINISHES AND MATERIALS SHALL BE 1/2" THICK, TYPE A, CEMENT BOND ON 3/4" THICK, FIBERGLASS INSULATION FOR SOUND DAMPING.
10. FINISHES AND MATERIALS SHALL BE 1/2" THICK, TYPE A, CEMENT BOND ON 3/4" THICK, FIBERGLASS INSULATION FOR SOUND DAMPING.
11. FINISHES AND MATERIALS SHALL BE 1/2" THICK, TYPE A, CEMENT BOND ON 3/4" THICK, FIBERGLASS INSULATION FOR SOUND DAMPING.

TYPICAL WINDOW DETAIL:



WINDOW NOTES:

1. ALL NEW WINDOWS SHALL BE "MAXIMUM" FRAME, VENT, CASE, CHECKED TYPE.
2. ALL NEW WINDOWS SHALL BE "MAXIMUM" FRAME, VENT, CASE, CHECKED TYPE.
3. ALL NEW WINDOWS SHALL BE "MAXIMUM" FRAME, VENT, CASE, CHECKED TYPE.
4. ALL NEW WINDOWS SHALL BE "MAXIMUM" FRAME, VENT, CASE, CHECKED TYPE.
5. ALL NEW WINDOWS SHALL BE "MAXIMUM" FRAME, VENT, CASE, CHECKED TYPE.
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9. ALL NEW WINDOWS SHALL BE "MAXIMUM" FRAME, VENT, CASE, CHECKED TYPE.
10. ALL NEW WINDOWS SHALL BE "MAXIMUM" FRAME, VENT, CASE, CHECKED TYPE.
11. ALL NEW WINDOWS SHALL BE "MAXIMUM" FRAME, VENT, CASE, CHECKED TYPE.



Chief Greg Scott, after being sworn in, addressed the Commission and stated the establishment did not have any liquor or noise complaints from the Police Department.

Commissioner Jordan asked Mr. King if he opposed a 10:00 p.m. closing time. Mr. King responded the time was reasonable and he was more concerned with a sustained noise from amplified music and patrons' voices. He went on to say he did not have any previous concerns with the establishment and his desire to maintain the quiet neighborhood.

Commissioner Renner asked if Mr. King had questions for Mr. Bevers. Mr. King did not.

Mayor Renner closed the Public Hearing at 4:18 p.m.

Commissioner Powell motioned, seconded by Commissioner Jordan, to positively recommend to Council the approval of the Outdoor Service and Consumption Area as presented contingent upon compliance with all building, health and safety codes and consistent with Executive Orders relating to public gatherings.

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

AYES: Powell, Jordan, Renner

Motion carried.

The following item was presented:

Item 7. Public Hearing and action on the Application of ARJA Enterprises, d/b/a Las Margaritas Mexican Bar N Grill, to be located 3805 Bally Bunion Road, requesting a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) liquor license, as requested by the City Clerk Department.

Mayor Renner opened the Public Hearing at 4:19 p.m.

The following Commissioners were present for the Public Hearing: (1) Renner; (2) Jordan; and (3) Powell.

Mayor Renner asked if anyone had registered to speak for or against the applicant. Ms. Mohan confirmed none had registered.

Arturo Reyes, Owner, after being sworn in, addressed the Commission. He explained the current establishment was in Mt. Zion and had been in business for three years.

Commissioner Renner asked if they had any liquor violations for underage consumption. Mr. Reyes confirmed they did not, and stated management enforced BASSET certifications for staff.

Commissioner Jordan asked the proposed hours of operation. Mr. Reyes replied they would be open Sunday to Thursday from 11:00 a.m. to 9:00 p.m. and Friday to Saturday from 11:00 a.m. until 10:00 p.m.

Mayor Renner closed the Public Hearing at 4:22 p.m.

Commissioner Powell motioned, seconded by Commissioner Jordan, to positively recommend to Council the approval of the license as presented contingent upon compliance with all building, health and safety codes and consistent with Executive Orders relating to public gatherings.

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

AYES: Powell, Jordan, Renner

Motion carried.

Mr. Reyes asked for specific details on a parking lot party for Cinco de Mayo. Commissioner Renner advised a one-time extension of premises for the event would need to be applied for well in advance.

Mr. Boyle asked if an outdoor consumption area was included in the proposed location. Mr. Reyes responded affirmatively. Mr. Boyle stated a temporary extension of premises could be requested for the event through the City Clerk Department and that Mr. Reyes would need to communicate with the neighbors before the event.

Chief Scott noted the floor plan of the proposed location included an outdoor consumption area where the previous business served food and beverages. He asked if Mr. Reyes intended to do the same. Mr. Reyes confirmed.

Mr. Boyle asked if the diagram submitted for approval included the outdoor consumption area. Mr. Reyes confirmed. Commissioner Renner confirmed the floor plan included the outdoor consumption area that was approved.

The following item was presented:

Item 8. Continued Hearing on Europe, Inc., d/b/a Chasers, located at 110 W. Washington Street, on a Complaint and Citation alleging violations of Chapter 6, Section 27(b) of the Bloomington City Code prohibiting minors in a tavern, as requested by the Legal Department.

Commissioner Renner asked Mr. Boyle to provide an update. Mr. Boyle explained the citations were for minors in a tavern. He went on to explain the parties have not reached an agreement yet, but the parties agreed to extend the hearing to the June 9, 2020 Liquor Commission Meeting. Commissioner Renner confirmed with Mr. Boyle the item was informational.

The following item was presented:

Item 9. First appearance on PSM Shell, Inc., d/b/a PSM Shell, located at 2401 E Oakland Ave., for failure to pay City of Bloomington Motor Fuel taxes in violation of Chapter 6, Section 37(e)(12) of the Bloomington City Code, as requested by Legal Department.

Commissioner Renner asked Mr. Boyle to provide background on the item. Mr. Boyle explained the monthly motor fuel taxes were not paid on time and the check was returned due to non-sufficient funds (NSF). He went on to explain a payment was made on May 11, 2020 that included the amount due as of April 13, 2020. Mr. Boyle reminded the Commission Chapter 6 Section E(12) of the City Code allowed a range of fines from \$250 to \$3,000 per day; however, historically the City did not enforce per diem fines for a first offense. He asked for time to accept testimony from a Finance Department representative.

Commissioner Renner and Mr. Boyle discussed public hearing procedures and decided individuals could testify after being sworn in.



CONSENT AGENDA ITEM NO. 11.K

FOR COUNCIL: June 8, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Lake Bloomington Lease Transfer of Lot 14 in Peoria Pointe, from Robert A. and Julie Dobski, to the petitioner, Rose Harms, 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 14 in Peoria Pointe, from Robert A. and Julie Dobski, to the petitioner, Rose Harms. Lot 14 has a residence, a septic system, and one boat dock.

A licensed inspector, Rob Williamson, inspected the septic system on May 7, 2020, and found the system to be in good repair. However, as noted in a May 15, 2020 letter from the McLean County Health Department, some repairs and maintenance are required:

✦ There was no evidence of chlorine in the chlorinator. Approved chlorine tablets must be placed in the chlorinator tube within ten days of the lease transfer.

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 \$789.70 per year in lease income and \$128.28 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance-Lease

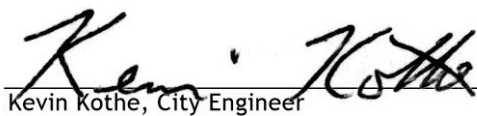
Income account (50100140-57590). The Garbage Collection fee is recorded in Lake Maintenance-Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY 2021 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 88.

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

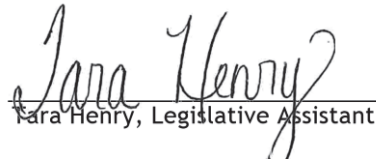
5/26/2020


Chris Tomerlin, Budget Manager

6/1/2020

George Boyle
George Boyle, Assistant Corporation Counsel

6/2/2020


Tara Henry, Legislative Assistant

6/3/2020

Recommended by:


Tim Gleason, City Manager

Attachments:

- PW 1B Current Agreement_Dobski to Harms Lake Lease Transfer 06082020
- PW 1C Property Manager Memo_Dobski to Harms Lake Lease Transfer 06082020
- PW 1D Petition_Dobski to Harms Lake Lease Transfer 06082020
- PW 1E Septic Information_Dobski to Harms Lake Lease Transfer 06082020
- PW 1F Agreement_Dobski to Harms Lake Lease Transfer 06082020
- PW 1G Location Map_Dobski to Harms Lake Lease Transfer 06082020
- PW 1H Unrecorded Plat Map_Dobski to Harms Lake Lease Transfer 06082020
- PW 1I Structure Map_Dobski to Harms Lake Lease Transfer 06082020
- PW 1J Photographs_Dobski to Harms Lake Lease Transfer 06082020

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 13th day of September, 19~~20~~05 between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called "City," and ROBERT A. DOBSKI AND JULIE DOBSKI, HUSBAND AND WIFE (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 CITY 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 14 in ~~Block~~ in Camp PEORIA POINT, according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

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

3. RENT.

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

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

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

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

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

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

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

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

5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. Lessee shall erect only one principal structure on the property included in this lease. Any other improvements erected on said property shall be for use in conjunction with the principal structure. 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. No such assignment, transfer rental or sublease may be made as to Lessee's interest in any of the lots conveyed by this lease except if made in conjunction with an assignment, transfer, rental or sublease of Lessee's interest in all of the lots. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.

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

11. USE OF AND ACCESS TO LAKE. Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake

Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.

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

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

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

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

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

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

17. NOTICE. Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that

a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

City

Lessee

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

ROBERT A. DOBSKI

18. BINDING EFFECT. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

-Lessor-

-Lessee-

CITY OF BLOOMINGTON

By;

Stephen S. ...
Its Mayor

Attest:

Tracy Cant

ROBERT A. DOBSKI

JULIE DOBSKI

MEMORANDUM

May 18, 2020

To: Kevin Kothe, PE, Director of Public Works

From: Joseph M. Darter, Property Manager

Subject: Lot 14 in Peoria Pointe Lake Lease Transfer

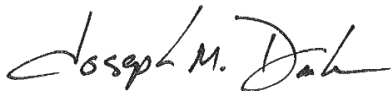
A Petition and Lake Lease Transfer request has been submitted for Lot 6, Block 8 in Camp Iroquois, from Robert A. and Julie Dobski to the petitioner, Rose Harms.

EAV for this property is \$197,424.00. 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 \$789.70 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
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 14 Block _____ of Camp Peoria Point

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

From: ROBERT A. DOBSKI and JULIE DOBSKI (Sellers Name)

To: Rose M. Harris (Buyers Name)

[Redacted Signature]

(Signatures of Seller)

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

Now comes _____ (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]

(Signature of Buyer(s))

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

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

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

Executed this _____ day of _____.

_____, Mayor

May 15, 2020

Mr. Rob Dobski


Re: Septic Permit #10-13177
Parcel #08-06-152-006
Lot 14, Lake Bloomington – Peoria Point Subdivision

Dear Mr. Dobski:

On May 7, 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 6, 2020 and the following deficiencies were noted:

- The lids on the first septic tank were not in good condition. **The lids were replaced by Mr. Williamson at the time of the evaluation.**
- The outlet baffle in the first septic tank was not in good condition. **This was replaced by Mr. Williamson at the time of the evaluation.**
- The second septic tank has 250 gallons more capacity than the first septic tank. This may remain as is until the septic system is repaired or replaced.
- Roots were present in the first septic tank. **Mr. Williamson removed the roots at the time of the evaluation.**
- The alarm for the pump system is located in a closet. This may remain as is until the septic system is repaired or replaced.
- There was no evidence of chlorine in the chlorinator. This is a violation of the Illinois Department of Public Health's Private Sewage Disposal Licensing Act and Code, 2013 and Chapter 310 of the McLean County Revised Code. All sand filter effluent is required to be chlorinated to reduce the bacterial load before being discharged to the environment. Approved chlorine tablets must be placed in the chlorinator tube within ten days of the date of this letter. The chlorine tablets must be used on a constant basis thereafter.

Mr. Rob Dobski
May 15, 2020
Page 2

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 2010 and is now approximately ten years old. This office considers the average life expectancy of a septic system to be 20 to 25 years. The property is vacant and has been used seasonally. 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>.

Mr. Rob Dobski
May 15, 2020
Page 3

If you have any questions, please contact Ms. Samantha Odenthal, of this department at (309) 888-5482.

Respectfully,

A solid black rectangular box used to redact the signature of Thomas J. Anderson.

Thomas J. Anderson
Director of Environmental Health

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

TJA:AC:du

AC-0601-20-073

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: Rob Dobski

Address: _____

Phone #: Day _____ Home _____

2. Requestor Information:

Name: Dan & Rose Harms

Address: _____

Phone #: Day _____ Home _____

3. Property Information:

Parcel Number (Tax ID): () 08-06-152-006 Date Evaluation Performed: 05-06-20

Address of property evaluated: 25814 Sunset Lane Hudson Sub. & Lot: Lake Blm 14 Peoria Pl

Permit available from Health Dept.: Yes ☒ No ☐ Permit #: 10-13177

4. Interview Information:

Person interviewed: Nancy Brady 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: 4 Garbage disposal: Yes ☒ No ☐

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

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

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

Basement plumbing fixtures: Discharge locations:

a. all a. septic

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: ground surface Downspouts discharge to: tile/surface

6. Exterior Evaluation Points:

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

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

Tank One: N/A ☐	Yes	No	Tank Two: N/A ☐	Yes	No
Depth of soil to top of tank: 9 inches			Depth of soil to top of tank: 14 inches		
Tank has access within 12" of ground surface	☒	☐	Tank has access within 12" of ground surface	☒	☐
Size: 1000 gallons Type:			Size: 1250 gallons Type:		
Meets current code:	☒	☐	Meets current code:	☒	☐
Tank lids in good condition:	☐	☒	Tank lids in good condition:	☒	☐
Inlet baffle in good condition:	☒	☐	Inlet baffle in good condition:	☒	☐
Evidence of solids on inlet baffle:	☐	☒	Evidence of solids on inlet baffle:	☐	☒
Outlet baffle in good condition:	☐	☒	Outlet baffle in good condition:	☒	☐
Evidence of solids on outlet baffle:	☐	☒	Evidence of solids on outlet baffle:	☐	☒
Water standing in outlet:	☐	☒	Water standing in outlet:	☐	☒
Water level below outlet:	☐	☒	Water level below outlet:	☐	☒
Tank needs to be pumped:	☐	☒	Tank needs to be pumped:	☐	☒
Outlet device/filter on tank:	☐	☒	Outlet device/filter on tank:	☐	☒
Type:			Type:		
Back flow into tank from system after pumping:			Back flow into tank from system after pumping:		
Yes ☐ No ☐ N/A ☐			Yes ☐ No ☐ N/A ☐		

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

Depth to top of field: _____ inches to _____ inches

Square feet of field: _____ square feet

Meets current code sizing requirements:

Seepage standing on ground surface:

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

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

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

Depth of water in trench : _____ inches

Yes	No
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐

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

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

Yes	No
☐	☐

D. SEEPAGE BED -- This Section N/A ☒

Depth to top of bed: _____ inches to _____ inches

Square feet of bed: _____ square feet

Meets current code sizing requirements:

Seepage standing on ground surface:

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

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

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

Depth of water in bed : _____ inches

Yes	No
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐

E. SAND FILTER -- This Section N/A ☐

Minimum soil cover depth to top of sand filter: 17 inches
 Square feet of sand filter: 800 square feet

	Yes	No
Is water standing in the distribution pipes or in the rock that surrounds the pipe:	☐	☒
Meets current code sizing requirements:	☒	☐
Seepage standing on ground surface over filter:	☐	☒
Lush vegetation on or near sand filter:	☐	☒
Evidence if water has ponded over sand filter:	☐	☒
Sand filter vented as required:	☒	☐
Vent in good repair:	☒	☐
Chlorinator with screw on cap present:	☒	☐
Chlorinator tube with corrosion resistant handle present:	☒	☐
Evidence of chlorination:	☐	☒
Evidence of restricted flow in chlorinator:	☐	☒
Sample port with screw on cap present:	☒	☐

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

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

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

G. AEROBIC UNIT -- This Section N/A ☒

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

	Yes	No
Pump running at time of inspection:	☐	☐
Current maintenance contract in place:	☐	☐
Who is maintenance contract with: _____		
Alarm present:	☐	☐
Alarm location: _____		
Alarm properly working with audio and visual functions:	☐	☐
Unit discharges to: Seepage field ☐ Seepage bed ☐ Sand filter ☐ Other: _____		
If other, what method of chlorination is used: _____		
Chlorinator with screw on cap present:	☐	☐
Chlorinator tube with corrosion resistant handle present:	☐	☐
Evidence of chlorination:	☐	☐

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

Include all distances as described below.

NOTE: Be sure to attach drawing to this report.

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

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

Comments:

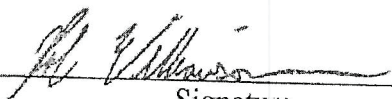
This section is to include any maintenance (pumping) repairs or problems in the history of the septic system. Write any observations and/or conclusions made by probing or excavating the seepage field or sand filter. A serial distribution system must include the condition of each level of field or trench.

The septic tanks do 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 was in poor condition and was replaced following this evaluation. The first tank had some roots growing into the inlet and outlet. I cleaned out the roots but it is possible that they could grow back. The first tank needed 2 new lids and they were placed on the tank. 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.

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

05-07-20

Date

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

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

ROSE HARMS

(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 14 in Block N/A in Camp PEORIA Point according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

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

3. RENT.

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

Rosa M. Hernandez

Lessee Billing Address

18. **BINDING EFFECT.** This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

-Lessor-

-Lessee-

CITY OF BLOOMINGTON

By:

Its Mayor

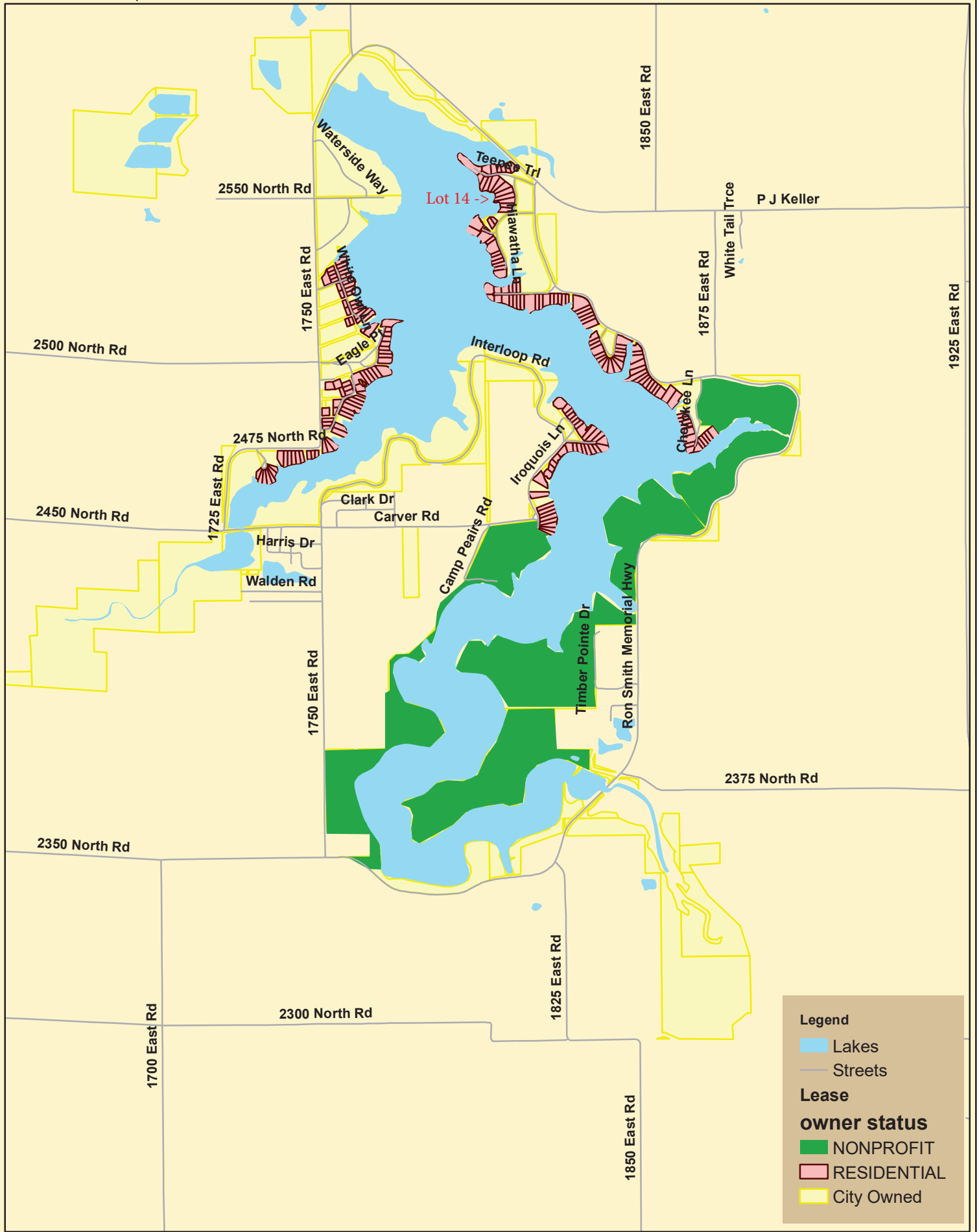
Attest:

City Clerk

Lake Bloomington Lease Map



0 1,000 2,000 Feet



Legend

-  Lakes
-  Streets

Lease

owner status

-  NONPROFIT
-  RESIDENTIAL
-  City Owned

PEORIA POINT SUBDIV	
At Lake Bloomington	
CITY OF BLOOMINGTON, ILLINOIS	
OFFICE OF CITY ENGINEER	
DATE	3-27-64
BY	W.A. 14464
PROJECT	14464
SCALE	1" = 50'
PLAT	18-11
BOOK	1



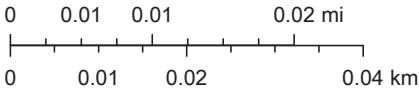
Lot 14 Peoria Pointe Structure Map



5/18/2020, 5:30:55 PM

1:1,128

- ◆ Address Points
- Parcels



McGIS, Mclean County Museum of History



For Sale
Nancy Brady
RE/MAX Choice
242-1311
Call or Text

Polaris





CONSENT AGENDA ITEM NO. 11.L

FOR COUNCIL: June 8, 2020

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Lake Bloomington Lease Agreement, Supplemental Agreement, and Temporary Easement for Septic System so that Jeremy Sutton can lease the Lake Bloomington Lease of Lot 5, Block 22, in Camp Potawatomie, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Lake Lease Agreement, Supplemental Agreement, and Temporary Easement 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 Lake Bloomington Lease Agreement, Supplemental Agreement, and Temporary Easement for Septic System so that Jeremy Sutton (proposed lessee) can lease Lot 5 in Block 22 in Camp Potawatomie. Lot 5 has a residence, a septic system, and one boat dock.

In 2019, the home on the leased lot was foreclosed upon. Fannie Mae maintained the property until a buyer for the residence located on the lot could be found. The previous lessees whose home was foreclosed upon agreed to terminate their lease. A copy of their agreement to do so is attached.

The 2019 lease included Lots 5, 6, 7, and 8 in Block 22. The new lease will be for Lot 5 only, with Lots 6, 7, and 8 returning to the City of Bloomington. The City is currently working to have the subject property lines of Lots 5, 6, 7, and 8 surveyed. Due to the City's decision to sever Lot 5 from Lots 6, 7, and 8, the survey will provide the Division an accurate plat for maintenance and upkeep of the three severed lots. Upon the completion of the survey, the lessee will record the lease with the McLean County Assessor's Office for assessment.

A licensed inspector, Rob Williamson, inspected the septic system on Lot 5 on February 20, 2020, and found the system to be in good repair. However, as noted in a February 24, 2020, letter from the McLean County Health Department, some repairs and maintenance are required:

-  Replace the pump in the lift station.
-  Repair electrical breaker for alarm pump.

🔧 Replace the pump alarm.

The attached supplemental agreement addresses these concerns.

A portion of the seepage field and the chlorinator tubes are located off of Lot 5 and are currently located on Lot 7. The City and the proposed Lessee have agreed to a Temporary Easement for the septic seepage field and chlorinator tubes to remain in place until the need arises for the septic system to be replaced. At that time, the septic system will need to be located upon Lot 5. Please see the attached Temporary Easement for additional information.

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.

The proposed lessee of Lot 5, Mr. Sutton, has accepted the following new annual lease formula based on a two percent (2%) of Land-Only Equalized Assessed Value (EAV) for the 1st lease term, commencing upon execution of the lease and ending on December 31, 2020. Rent for each subsequent year will consist of 2% of the Land-Only EAV plus an additional 1% of the previous year's rent charge, and as may be provided by City Code. Under the lease terms, the City will also be permitted to reopen or renegotiate the base annual lease rate at the end of each 35th year of the lease term, and as may be provided by City Code. The EAV for calculation of rents are made available annually to the City by the McLean County Assessor's 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: N/A

FINANCIAL IMPACT: This petition will have a 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. However, the new lease terms will be 2% of the Land-Only EAV (Equalized Assessed Value) for the 1st lease term, commencing upon execution of the lease and ending on December 31, 2020. Rent for each subsequent year will consist of 2% of the Land-Only EAV plus an additional 1% of the previous year's rent charge, and as may be provided by City Code. The City is permitted to reopen or renegotiate the base annual rate at the end of the 35th year of the lease term, and as may be provided by City Code. The City is currently unable to calculate the expected lease income due to the re-assessment of the lot by the McLean County Assessor's Office. In addition to the as of yet calculated lease income, garbage fees of \$128.28 will be assessed. 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.

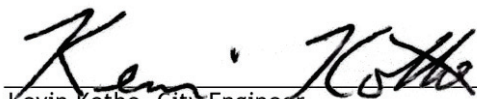
COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.5.

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

6/1/2020


Chris Tomertin, Budget Manager

6/2/2020

George Boyle
George Boyle, Assistant Corporation Counsel

6/4/2020


Tara Henry, Legislative Assistant

6/4/2020

Recommended by:


Tim Gleason, City Manager

Attachments:

- PW 4B Current Lease_Sutton Lake Lease 06082020
- PW 4C Property Manager Memo_Sutton Lake Lease 06082020
- PW 4D Petition_Sutton Lake Lease 06082020
- PW 4E Septic Information_Sutton Lake Lease 06082020
- PW 4F Agreement_Sutton Lake Lease 06082020
- PW 4G Supplemental Agreement_Sutton Lake Lease 06082020
- PW 4H Temporary Easement for Septic Seepage Field_Sutton Lake Lease 06082020
- PW 4I Location Map_Sutton Lake Lease 06082020
- PW 4J Unrecorded Plat Map_Sutton Lake Lease 06082020
- PW 4K Proposed Lot 5 Property Lines_Sutton Lake Lease 06082020
- PW 4L Structure Map_Sutton Lake Lease 06082020
- PW 4M Photographs_Sutton Lake Lease Transfer 06082020
- PW 4N Lease Dissolution_Sutton Lake Lease 06222020

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 18 day of April, 2005 between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called "City," and Craig & Lori Hanson (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 City 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 54.78 in Block 22 in Camp Potawatamie, according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

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

3. RENT.

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

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

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

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

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

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

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

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

5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. Lessee shall erect only one principal structure on the property included in this lease. Any other improvements erected on said property shall be for use in conjunction with the principal structure. 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. No such assignment, transfer rental or sublease may be made as to Lessee's interest in any of the lots conveyed by this lease except if made in conjunction with an assignment, transfer, rental or sublease of Lessee's interest in all of the lots. 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

Craig Kirkhamson

[Redacted signature area]

18. BINDING EFFECT. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

-Lessor-

-Lessee-

CITY OF BLOOMINGTON

By; Judy Markham
Its Mayor

Attest:

Tracy Cant

[Redacted signature area]

[Redacted signature area]

MEMORANDUM

May 31, 2020

To: Kevin Kothe, PE, Director of Public Works

From: Joseph M. Darter, Property Manager

Subject: Lot 5, Block 22 in Camp Potawatomie Lake Lease Transfer

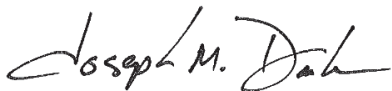
A Petition and Lake Lease Transfer request has been submitted for Lot 5, Block 22 in Camp Potawatomie, to the petitioner, Jeremy Sutton

EAV for this property is \$175,837. The Lake Lease uses the current lake lease rate of \$0.40 per \$100.00 of EAV.

This petition will have a 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. The new lease rate formula of 2% of Land Value Only Equalized Assessed Value will be used to calculate future lease income. The City is currently unable to calculate the expected lease income due to the re-assessment of the lot by the McLean County Assessor's Office. In addition to the as of yet calculated lease income, garbage fees of \$128.28 will be assessed. Lease revenue is posted into the Lake Maintenance-Lease Income account (50100140-57590). The Garbage Collection fee is recorded in Lake Maintenance-Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY 2021 Budget Book titled "Other Funds & Capital Improvement" on page 124.

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

Sincerely,



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

Lake Bloomington Lease Transfer Petition

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

LOT: 5 BLOCK 22 of Camp Potawatomi

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) Foreclosed Home - No Lessee (Seller Name)

To: (please print) Jeremy Sutton (Buyer Name)

Signatures of Sellers _____

Signatures of Sellers _____

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

Now comes (please print) Jeremy Sutton (Buyer) and

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

Foreclosed (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) Foreclosed - No Lessee has executed deed of transfer of their interest in said premises and an assignment of the Leases therefore your petitioner.

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

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

Respectfully submitted

Signature of Buyer _____

Signature of Buyer _____

WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON:

LOT 5 BLOCK 22 CAMP Potawatomi,
OF LAKE BLOOMINGTON.

Now comes the City of Bloomington and gives this, its written consent to the assignment on all right, title, and interest of (Seller) Jeramy Sutton, in and to the premises known as LOT 5 BLOCK 22 in Camp Potawatomi, 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 _____, _____.

, Mayor

February 24, 2020

Mr. Al Birlingmair


Re: Septic Permit #94-9147
Parcel #07-12-206-012
Lot 132, Lake Bloomington - Potowatomie Subdivision

Dear Mr. Birlingmair:

On February 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 February 20, 2020 and the following deficiencies were noted:

- The pump in the chlorine contact chamber is not functioning. This must be repaired or replaced.
- The alarm for the pump system is not functioning. This must be repaired or replaced.
- There is restricted flow in the chlorinator. This could be due to the pump system not working properly. This must be corrected.
- There was no evidence of chlorine in the chlorinator. This is a violation of the Illinois Department of Public Health's Private Sewage Disposal Licensing Act and Code, 2013 and Chapter 310 of the McLean County Revised Code. All sand filter effluent is required to be chlorinated to reduce the bacterial load before being discharged to the environment. Approved chlorine tablets must be placed in the chlorinator tube within ten days of the date of this letter. The chlorine tablets must be used on a constant basis thereafter.

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

1. As of February 10, 2014, any proposed new or replacement surface discharging system must have coverage under a National Pollutant Discharge Elimination System (NPDES) permit prior to installation. For more information, please visit our website at <https://health.mcleancountyil.gov/>

2. Routine sampling of the effluent discharged from the system and the reporting of the laboratory results to a regulatory agency or agencies.
3. The cost of effluent sampling and any additional treatment components needed to keep the system compliant with permit requirements will be the responsibility of the owner of the system.
4. The Illinois Department of Public Health (IDPH) now requires additional operation and maintenance for on-site wastewater treatment systems repaired or installed after January 1, 2014.
5. Future regulations may be implemented by the Illinois Environmental Protection Agency (IEPA) and/or the IDPH for systems constructed prior to February 10, 2014.

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

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

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 1994 and is now approximately 26 years old. This office considers the average life expectancy of a septic system to be 20 to 25 years. The property has been vacant and may evaluate differently under normal use conditions.

For information on routine operation and maintenance of your septic system, please visit our website at <https://health.mcleancountyil.gov>.

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

Respectfully,


Thomas J. Anderson
Director of Environmental Health

cc: Mr. Rob Williamson, Williamson Excavating, LLC
Mr. Joe Darter, Water Department Property Manager
Mr. Jeremy Sutton

TJA:AC:hm

AC-0601-20-019

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: Al Birlingmair

Address: [REDACTED]

Phone #: Day 309-242-1644 Home - -

2. Requestor Information:

Name: Jeremy Sutton

Address: [REDACTED]

Phone #: Day 309-275-2962 Home - -

3. Property Information:

Parcel Number (Tax ID): () 07-12-206-012 Date Evaluation Performed: 02-20-20

Address of property evaluated: 25005 Wood Thrush Circle Sub. & Lot: Lake Blm P-132

Permit available from Health Dept.: Yes ☒ No ☐ Permit #: 94-9147

4. Interview Information:

Person interviewed: Al Birlingmair Original owner: Yes ☐ No ☒

Age of home (years): 26 Intended for seasonal use: Yes ☐ No ☒

Date last occupied: 14 months ago Number of occupants: _____

Has tank ever been pumped: Yes ☒ No ☐ If yes, how often: 2 yrs ago

5. Interior Evaluation:

Number of bedrooms: 1 Garbage disposal: Yes ☒ No ☐

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

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

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

Basement plumbing fixtures: Discharge locations:

a. all a. septic

b. _____ b. _____

c. _____ c. _____

d. _____ d. _____

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

Sump pit/pump discharges to: n/a Downspouts discharge to: tile/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: 4 inches			Depth of soil to top of tank: inches		
Tank has access within 12" of ground surface	☒	☐	Tank has access within 12" of ground surface	☐	☐
Size: 1500 gallons Type:			Size: gallons Type:		
Meets current code:	☒	☐	Meets current code:	☐	☐
Tank lids in good condition:	☒	☐	Tank lids in good condition:	☐	☐
Inlet baffle in good condition:	☒	☐	Inlet baffle in good condition:	☐	☐
Evidence of solids on inlet baffle:	☐	☒	Evidence of solids on inlet baffle:	☐	☐
Outlet baffle in good condition:	☒	☐	Outlet baffle in good condition:	☐	☐
Evidence of solids on outlet baffle:	☐	☒	Evidence of solids on outlet baffle:	☐	☐
Water standing in outlet:	☐	☒	Water standing in outlet:	☐	☐
Water level below outlet:	☐	☒	Water level below outlet:	☐	☐
Tank needs to be pumped:	☐	☒	Tank needs to be pumped:	☐	☐
Outlet device/filter on tank:	☐	☒	Outlet device/filter on tank:	☐	☐
Type:			Type:		
Back flow into tank from system after pumping:			Back flow into tank from system after pumping:		
Yes ☐ No ☐ N/A ☐			Yes ☐ No ☐ N/A ☐		

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

Depth to top of field: inches to inches

Square feet of field: square feet

Meets current code sizing requirements:

Seepage standing on ground surface:

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

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

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

Depth of water in trench : inches

Yes	No
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐

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

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

Yes	No
☐	☐

D. SEEPAGE BED -- This Section N/A ☒

Depth to top of bed: inches to inches

Square feet of bed: square feet

Meets current code sizing requirements:

Seepage standing on ground surface:

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

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

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

Depth of water in bed : inches

Yes	No
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐

E. SAND FILTER -- This Section N/A ☐

Minimum soil cover depth to top of sand filter: 22 inches

Square feet of sand filter: 405 square feet

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

Meets current code sizing requirements:

Seepage standing on ground surface over filter:

Lush vegetation on or near sand filter:

Evidence if water has ponded over sand filter:

Sand filter vented as required:

Vent in good repair:

Chlorinator with screw on cap present:

Chlorinator tube with corrosion resistant handle present:

Evidence of chlorination:

Evidence of restricted flow in chlorinator:

Sample port with screw on cap present:

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

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

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

Pump chamber an approved design:

Chamber volume 1.5 times the daily flow:

Is there a dual pump:

Alarm present:

Alarm location: basement

Alarm properly working with audio and visual functions:

Yes	No
☒	☐
☐	☐
☐	☒
☒	☐
☐	☒

G. AEROBIC UNIT -- This Section N/A ☒

Manufacturer: _____ Model number: _____

Size of unit: _____ gallons

Pump running at time of inspection:

Current maintenance contract in place:

Who is maintenance contract with: _____

Alarm present:

Alarm location: _____

Alarm properly working with audio and visual functions:

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

If other, what method of chlorination is used: _____

Chlorinator with screw on cap present:

Chlorinator tube with corrosion resistant handle present:

Evidence of chlorination:

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

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

Include all distances as described below.

NOTE: Be sure to attach drawing to this report.

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

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

Comments:

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

The septic tank does not need to be pumped at this time but it should be checked regularly and pumped as needed in the future. The pump in the lift station is not working. The electrical breaker for the pump was tripped and will not reset when I tried. The alarm for the pump was unplugged. When I plugged it in, the alarm did not sound even though the pump is not working and the water level is high in the lift station. When I pushed the test button on the alarm it worked. The pump and alarm should be repaired so that both are functional. This 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 26 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

02-20-20

Date

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 8th
day of June, 2020, between
the City of Bloomington, a municipal corporation, of
McLean County, Illinois, hereinafter called CITY and
Jeremy Sutton

(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 22 in Camp Potawatomie according
to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington
in Hudson and Money Creek Townships in McLean County, Illinois.

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

3. RENT.

A. The lease rate will be as follows:

**2% of the Land-Only EAV (Equalized Assessed Value) for the 1st lease
term, commencing upon execution of the lease and ending on December
31, 2020. Rent for each subsequent year will consist of 2% of the Land-
Only EAV plus an additional 1% of the previous year's rent charge, and
as may be provided by City Code. The City is permitted to reopen or
renegotiate the base annual rate at the end of the 35th year of the lease
term, and as may be provided by City Code.**

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

Jeremy Sutton





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-

-Lessee-

CITY OF BLOOMINGTON

By: _____
Mayor

Attest: _____
City Clerk

SUPPLEMENTAL ATTACHMENT TO LAKE BLOOMINGTON LOT LEASE

This Agreement is entered into by and between the City of Bloomington, McLean County, Illinois, a Municipal Corporation, (hereinafter, "Lessor") and Jeremy Sutton, (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 5 in Block 22 in Camp Potawatomie and enforceable under the terms of said lease.

1. Replace the pump in the lift station.
2. Electrical Breaker must be repaired for alarm pump.
3. Replace the alarm.
4. Record Easement with McLean County Recorder Office.

3. 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:

Jeremy Sutton

TEMPORARY EASEMENT FOR SEPTIC SYSTEM

THIS INDENTURE WITNESSETH, that the Grantor, **THE CITY OF BLOOMINGTON, ILLINOIS**, in the State of Illinois, for and in consideration of One Dollar (\$1.00), in hand paid, the receipt of which is hereby acknowledged, and other good and valuable considerations given, hereby represents that it owns the fee simple title to and does hereby grant unto **JEREMY SUTTON**, the current Lessee of Lot 5 in Block 22 of Camp Potawatomie (as hereafter described) (the "Grantee") and assign a temporary easement for septic system (the "EASEMENT") for the purposes operating and maintain a seepage field and necessary appurtenances thereto service the septic system servicing the residence located on Lot 5 in Block 22 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, commonly described as part of 25005 Wood Thrush Circle Hudson, IL 61748, upon the following describe land (the "EASEMENT AREA"):

A small portion located along the east side of Lot 7 in Block 23 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, in the approximate location shown on the plat layout attached hereto as Exhibit A.

1. Grantee shall have the right to enter upon Lot 7 for the purpose of maintaining, operating, and repairing the current septic seepage field and appurtenances on the condition that Grantee give the Grantor prior notice of any such entry. Except in the case of an emergency, the Grantor shall have the right to specify the time the Grantee may make such entry.
2. Grantee shall not interfere with access to Lot 7 in the exercise of the rights granted under this Easement.
3. Grantee shall keep the seepage field and appurtenances thereto in good repair and shall repair said seepage field and appurtenance as soon as practicable upon notice, whether actual or constructive, that is in need of repair.
4. Grantor shall not have any responsibility to maintain or operate the seepage field and appurtenances.
5. Grantee agrees to repair or pay Grantor for any damage to Lot 7 resulting from the exercise of the rights granted hereunder, including without limitation any environmental damage related to the septic field and appurtenances. Grantee further agrees that any time he or she excavates, alters, or otherwise disturbs the surface area of the Easement, he or she will restore any such surface area to its pre-existing condition.
6. Grantee shall indemnify and hold harmless City from any and all liability, damage, expense, cause of action, suits or claims of judgment arising from injury to persons and/or property which

- IN WITNESS WHEREOF, the Grantor has hereunder set his hand this _____ day of _____, 2020.

Name

Date

COUNTY OF McLEAN)
) SS
STATE OF ILLINOIS)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the same persons whose Names are subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered, said instrument as, their free and voluntary act for uses and purposes therein set forth, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2020

Notary Public

Commission Expires _____

(SEAL)

This Easement is accepted by the Jeremy Sutton, as Grantee, subject to the terms and conditions set forth herein.

JEREMY SUTTON

By: _____

Jeremy Sutton

STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that JEREMY SUTTON, personally known to me to be the same persons whose Names are subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered, said instrument as, their free and voluntary act for uses and purposes therein set forth, for the uses and purposes therein set forth.

Given under my hand and official seal this 1 day of JUNE, 2020

Notary Public

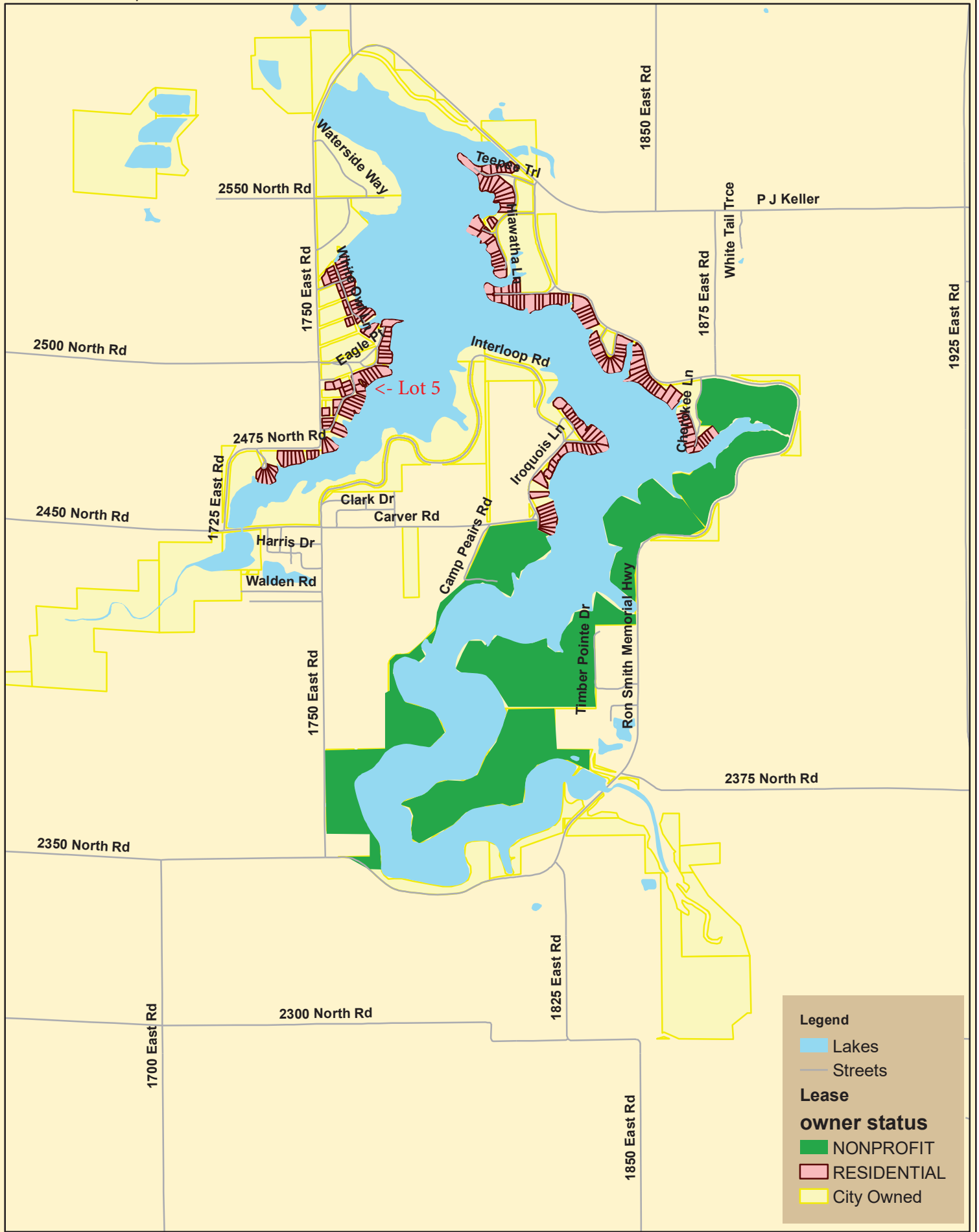
Commission Expires 1/10/2024



Lake Bloomington Lease Map



0 1,000 2,000 Feet



CAMP POTAWATOMIE

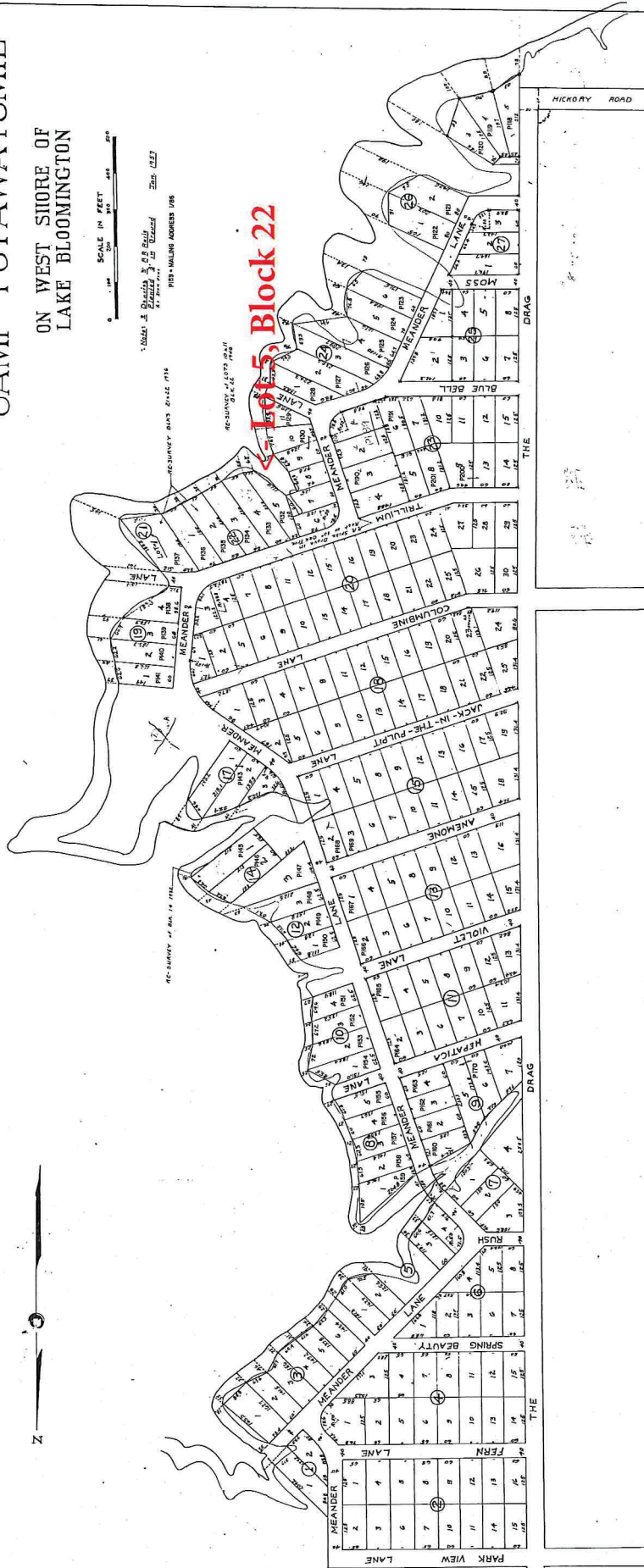
ON WEST SHORE OF
LAKE BLOOMINGTON

SCALE IN FEET
0 100 200

RE-SURVEYED BY J. S. BULL
AND J. S. BULL
FOR THE
POTAWATOMIE ADDRESS 198

RE-SURVEYED BY J. S. BULL
AND J. S. BULL
FOR THE
POTAWATOMIE ADDRESS 198

Lot 5, Block 22



ALL ADDRESSES HAVE CHANGED AS OF 11/1/2000

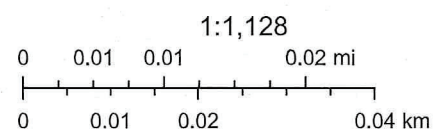
LB-12
LB-12

Anticipated Lot 5 Property Lines



5/31/2020, 6:16:36 PM

 Parcels



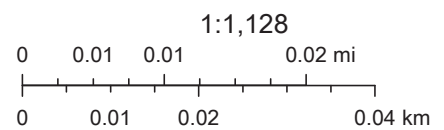
McGIS, Mclean County Museum of History

Lots 5, 6, 7 and 8 Structure Map

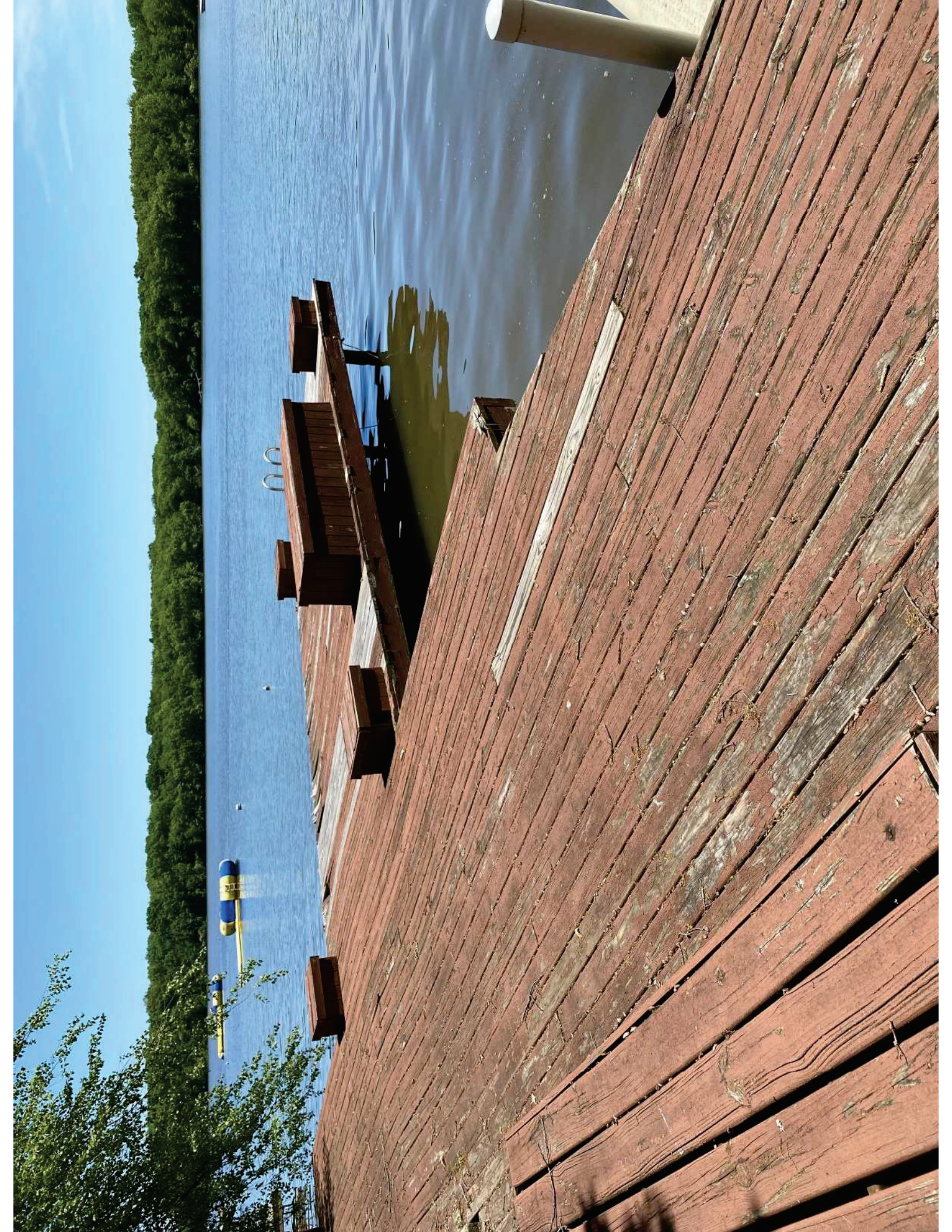


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 Parcels



McGIS, Mclean County Museum of History





AGREED LEASE TERMINATION and RESCISSION

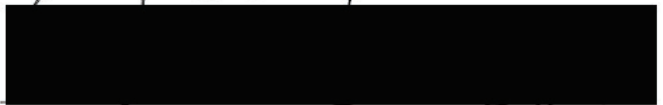
This Agreement is entered into by and between the City of Bloomington (the City) and Craig Hanson and Teri Hanson (Lessees). The parties hereto agree to terminate, rescind, nullify and void the lease entered into by them for the premises commonly known as 25005 Wood Thrush Circle, Hudson, Illinois signed by the Lessees on April 18, 2005.

City of Bloomington

By: _____
Tari Renner, Mayor



Craig Hanson



Teri Hanson

REGULAR AGENDA



REGULAR AGENDA ITEM NO. 12.A

FOR COUNCIL: June 8, 2020

SPONSOR: Legal Department

WARD IMPACTED: City-Wide Impact

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

RECOMMENDED MOTION:

No modifications recommended at this time.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

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

On 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. Rather, the City's Emergency Ordinance, and the City orders issued thereunder, are allowing businesses to expand their operations and provide relief to residents in terms of interest and late fees on City charges.

A Council Initiative was also approved at the Committee of the Whole meeting on May 18, 2020, to review the potential extension of time businesses may have to pay certain City taxes, like food and beverage, without incurring a penalty. This information is still being gathered and evaluated and will be presented at a future City Council meeting.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

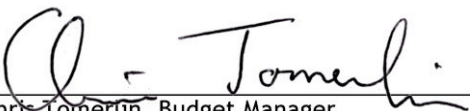
FINANCIAL IMPACT: No new financial impact to report.

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.

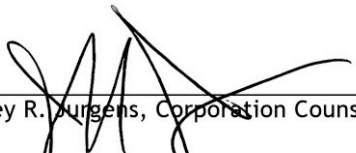
Respectfully submitted for Council consideration.

Prepared by: Jeffrey Jurgens, Corporation Counsel

Reviewed by:


Chris Tomerlin, Budget Manager

6/2/2020

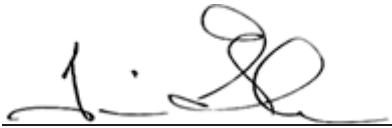

Jeffrey R. Jurgens, Corporation Counsel

6/2/2020


Tara Henry, Legislative Assistant

6/3/2020

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

ORDINANCE NO. 2020 - 18

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 7. Severability. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

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

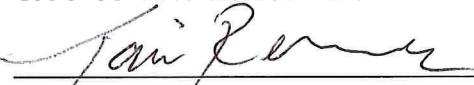
SECTION 9. Home Rule Authority. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

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

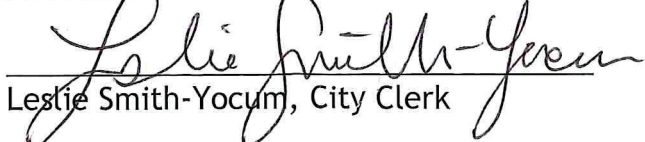
PASSED this 26th day of March 2020.

APPROVED this 27th day of March 2020.

CITY OF BLOOMINGTON


Tara Renner, Mayor

ATTEST


Leslie Smith-Yocum, City Clerk

ORDINANCE NO. 2020 - 21

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

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

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

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

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

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

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

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

PASSED this 13th day of April 2020.

APPROVED this 15th day of April 2020.

CITY OF BLOOMINGTON

Tari R. Pendergast, Mayor

ATTEST

Leslie G. Gamm, City Clerk



ORDINANCE NO. 2020 - 25

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

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

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

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

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

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

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

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

PASSED this 27th day of April 2020.

APPROVED this 28th day of April 2020.

CITY OF BLOOMINGTON

Tari Penner
Tari Penner, Mayor

ATTEST

Leah L. Young
Leah L. Young, City Clerk



ORDINANCE NO. 2020 - 30

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

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

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

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

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

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

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

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

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

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

PASSED this 11th day of May 2020.

APPROVED this 12th day of May 2020.

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Leticia Young, City Clerk



ORDINANCE NO. 2020 - 38

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

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

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

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

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

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

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

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

PASSED this 26th day of May 2020.

APPROVED this 27th day of May 2020.

CITY OF BLOOMINGTON

Tari Renner
Tari Renner, City Clerk

ATTEST

Leslie Simon Recum
Leslie Simon Recum, City Clerk





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 R_0 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.

Deese White
SECRETARY OF STATE

BRA
GOVERNOR



REGULAR AGENDA ITEM NO. 12.B

FOR COUNCIL: June 8, 2020

SPONSOR: City Council

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and direction on extending the hours of operation for parking enforcement in downtown Bloomington, as requested by the City Council.

RECOMMENDED MOTION:

That City staff be directed to draft an Ordinance extending downtown parking enforcement to 6:30 p.m. and to place it on a future agenda for formal consideration.

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: 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. The proposed Agenda Initiative included in this memo was voted by a majority of City Council to move forward for further consideration on a regular session Council agenda, which resulted in this memo.

Council Member Mathy's Initiative recommends extending parking enforcement hours in downtown Bloomington from 4:30p.m. to 6:30p.m. He points out in his Initiative (attached) that parking from 3:00p.m. - 6:00p.m. in the downtown area is an issue because individuals parking at 3:00p.m. can park for up to 90-minutes, allowing them to park up to 4:30p.m. when parking enforcement ends, potentially allowing them to stay in the same spot until the next morning when parking enforcement begins at 8:00a.m. He points out that this loophole has created problems for downtown businesses during their busiest times and recommended extending parking enforcement to 6:30p.m. to allow for rotation of spots reducing this issue.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

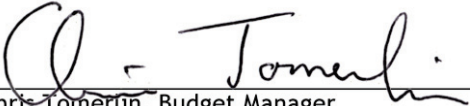
FINANCIAL IMPACT: To be determined depending final operating decisions. This is not expected to have a material effect on the FY 2021 Budget.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Leslie Yocum, City Clerk

Reviewed by:


Chris Tomertin, Budget Manager

6/3/2020

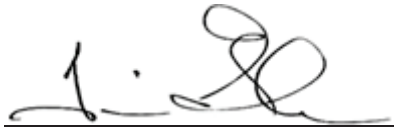

Jeffrey R. Jurgens, Corporation Counsel

6/4/2020


Tara Henry, Legislative Assistant

6/4/2020

Recommended by:


Tim Gleason, City Manager

Attachments:

- ADM 2B Agenda Initiative Proposal_Mathy_Parking Enforcement Hours



**MAYOR & ALDERMANIC
AGENDA INITIATIVE PROPOSAL FORM**

SPONSOR: Jamie Mathy

PROPOSED INITIATIVE:

Changing or extending the hours of parking enforcement in downtown to end at 6:30pm. Currently parking enforcement downtown is from 8:00 am - 4:30 pm, with free 90 minute parking on the streets. Parking downtown is not a problem before 11:00am - there are plenty of spaces throughout downtown & in the garages. However, parking from 3:00pm - 6:00pm is an issue, and with the free 90 minutes, anyone who parks starting at 3:00pm can stay in that spot until the next morning. The majority of the restaurants / bars / retail in downtown is busiest during this period & we need those spots to rotate. With multiple parking enforcement staff, it should be no problem to change a couple of shifts to reflect later enforcement hours.

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: _____ Negligable. Same staff working same # of hours per week.

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: 05/10/2020


SIGNATURE