

**CITY OF
BLOOMINGTON
COUNCIL MEETING
JANUARY 24, 2022**



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

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

PUBLIC COMMENT

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

CONSENT AGENDA

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

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

PUBLIC HEARING

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

REGULAR AGENDA

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

MAYOR AND COUNCIL MEMBERS

Mayor - Mboka Mwilambwe

City Council Members

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

City Manager - Tim Gleason

Deputy City Manager - Billy Tyus

CITY LOGO DESIGN RATIONALE

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

MISSION, VISION, AND VALUE STATEMENT

MISSION

To Lead, Serve and Uplift the
City of Bloomington

VISION

A Jewel of the Midwest Cities

VALUES

Service-Centered,
Results-Driven,
Inclusive

STRATEGIC PLAN GOALS

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

AGENDA



REGULAR SESSION CITY COUNCIL MEETING AGENDA
GOVERNMENT CENTER CHAMBERS, 4TH FLOOR, ROOM #400
115 E. WASHINGTON STREET, BLOOMINGTON, IL 61701
MONDAY, JANUARY 24, 2022, 6:00 P.M.

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

Prior to 15 minutes before the start of the meeting, 1) those persons wishing to provide public comment must register at www.cityblm.org/register, and/or 2) those persons wishing to provide written comment must email their comments to publiccomment@cityblm.org. For any public hearings, testimony must be given at the hearing either in person or virtually. For due process reasons, emails are not accepted as testimony.

Members of the public may also attend the meeting at the Government Center. Attendance will be limited to 10 people and will require compliance with the Government Center COVID-19 protocols and social distancing. Participants are encouraged to attend remotely.

1. **Call to Order**
2. **Pledge of Allegiance to the Flag**
3. **Remain Standing for a Moment of Silent Prayer and/or Reflection**
4. **Roll Call**
5. **Recognition/Appointments**
 - A. Proclamation recognizing February 1-7, 2022 as National Gun Violence Survivors' Week, as requested by the Administration Department. *(Recommended Motion: None; recognition only.)*
 - B. Proclamation recognizing Health for Humanity January 15-22, 2022, as requested by the Administration Department. *(Recommended Motion: None; recognition only.)*
 - C. Recognition of Appointments to Various Boards & Commissions, as requested by the Administration Department. *(Recommended Motion: None; recognition only.)*
6. **Public Comment**

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

public comment and at least 15 minutes before the start of the meeting for remote public comment.

7. Consent Agenda

- A. Consideration and action to approve the Minutes of the December 6, 2021 Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*
- B. Consideration and action to approve the Minutes of the December 13, 2021 Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*
- C. Consideration and action to approve Bills and Payroll in the amount of \$6,488,372.14, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*
- D. Consideration and action to reject the Bid for the Arena Ticket Office Remodel Project (Bid #2022-19), as requested by the Procurement Division and the Parks, Recreation and Cultural Arts Department. *(Recommended Motion: The proposed Bid for the Arena Ticket Office Remodel Project be rejected.)*
- E. Consideration and action to approve an Agreement between the Town of Normal, McLean County, the Bloomington-Normal Water Reclamation District, and the Ecology Action Center, for Storm Water Education Program Services in the amount of \$18,310 per year (City of Bloomington portion) for three (3) years (with a built-in annual inflator equal to the rise in the Consumer Price Index or three (3) percent, whichever is less, for years two and three), as requested by the Public Works Department. *(Recommended Motion: The proposed Agreement be approved.)*
- F. Consideration and action to approve a Contract with Donohue & Associates, Inc., for Settled Water Piping Improvements Construction Observation, in the amount of \$51,000 utilizing RFQ #2019-34, as requested by the Public Works Department. *(Recommended Motion: The proposed Contract be approved.)*
- G. Consideration and action on an Ordinance Authorizing a Construction Contract Between the City of Bloomington and G.A. Rich & Sons, Inc., for the Settled Water Piping Improvements Project (Bid #2022-18), in the Amount of \$301,900, as requested by the Public Works Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- H. Consideration and action on an Ordinance Authorizing a Construction Contract Between the City of Bloomington and A&R Mechanical Services, for FY 2022 Sugar Creek Force Main Improvements (Bid #2022-16), in the Amount of \$1,738,665.22, as requested by the Public Works Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- I. Consideration and action on an Ordinance Approving (a) an Easement Agreement Between Hall Farms Trust and the City of Bloomington, (b) an Easement Agreement Between Nord Farmers, Inc. and the City of Bloomington, and (c) an Easement Agreement Between CWP Bloomington Farms, LLC and the City of Bloomington, in Conjunction with the FY 2022 Sugar Creek Force Main

Improvements Project, as requested by the Public Works Department.
(Recommended Motion: The proposed Ordinance be approved.)

- J. Consideration and action to approve an Application from 9JKD10, LLC, d/b/a Franzetti's Pantry Plus, located at 801 E. Washington St., for a change in liquor license classification from a Class PBS (Package, Beer and Wine Only, and Sunday Sales) to a Class PAS (Package Sales, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.
(Recommended Motion: The proposed Change in Classification be approved.)
- K. Consideration and action to approve an Application from Jay Sadhimma Three, LLC, d/b/a Crave Hot Dogs and BBQ, to be located at 2401 E. Oakland Ave., Unit B 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.)
- L. Consideration and action to approve a Lake Bloomington Lot Transfer, Petition and Supplemental Agreement for Lot 2 in Block 2 in Camp Kickapoo, from Michael Kirchner to the petitioners, Anna and James Kolstad, as requested by the Public Works Department. *(Recommended Motion: The proposed Lot Transfer, Petition, and Supplemental Agreement be approved.)*
- M. Consideration and action to approve a Lake Bloomington Lot Transfer and Supplemental Agreement for Lot 2 in Block 13 in Camp Potawatomie, from Dean O. Campbell to the petitioner, Jacon Allen, as requested by the Public Works Department. *(Recommended Motion: The proposed Lot Transfer, Petition, and Supplemental Agreement be approved.)*

8. Regular Agenda

- A. Presentation of FY2023 Budget Preview, as requested by the Finance Department. *(Recommended Motion: None; presentation and discussion only.) (Presentation by Scott Rathbun, Finance Director, 20 minutes; and City Council discussion, 15 minutes.)*
- B. **Council Initiatives**
 - i. Discussion regarding a Council Initiative submitted by Council Member Mathy regarding the "Bring It On" Comprehensive Plan, as requested by Ward 1 Jamie Mathy. *(Recommended Motion: To (1) have the initiative placed on a future City Council agenda for further consideration or action; (2) have staff evaluate and prepare an analysis on the proposed initiative and bring it back for further Council discussion; OR (3) deny the initiative being placed on a future agenda and/or having City staff evaluate and analyze the proposed initiative.) (Presentation by Jamie Mathy, City Council Member, 3 minutes; and City Council discussion, 3 minutes.)*

9. Finance Director's Report

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

10. City Manager's Discussion

11. Mayor's Discussion

12. Council Member's Discussion
13. Executive Session - Cite Section
 - A. Claim Settlement - Section 2 (c)(12) of 5 ILCS 120 (20 minutes)
14. Return to Open Session and Adjourn

RECOGNITIONS



RECOGNITION/APPOINTMENTS ITEM NO. 5.A

FOR COUNCIL: January 24, 2022

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation recognizing February 1-7, 2022 as National Gun Violence Survivors' Week, as requested by the Administration Department.

RECOMMENDED MOTION:

None; recognition only.

STRATEGIC PLAN LINK:

-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The included Proclamation is a public statement that brings attention to factors that affect our community.

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. Myers'.

Billy Myers, Deputy City Manager

1/19/2022

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

Tara Henry, Legislative Assistant

1/20/2022

Attachments:

- ADM 2B National Gun Violence Survivors Week 2.1 to 2.7.22

PROCLAMATION

Declaring the Week of February 1-7, 2022 NATIONAL GUN VIOLENCE SURVIVORS' WEEK

WHEREAS, nearly 39,000 Americans are killed every year in acts of gun violence and close to 85,000 more are shot and wounded; and

WHEREAS, by early February, more Americans are killed with guns than are killed in our peer countries in an entire calendar year; and

WHEREAS, a gun violence survivor is anyone who has personally experienced gun violence – whether you have witnessed an act of gun violence, been threatened, or wounded with a gun or had someone you know wounded or killed; and

WHEREAS, forms of gun violence can include gun suicides, gun homicides, domestic violence involving a gun and unintentional shootings; and

WHEREAS, 58 percent of American adults, including 68 percent of Black and Latino Americans, or someone they care for has experienced gun violence in their lifetime, demonstrating the reach and impact gun violence has in communities across America; and

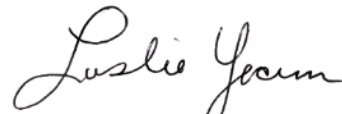
WHEREAS, firearms are the leading cause of death for American children and teens; and

WHEREAS, by commemorating National Gun Violence Survivors week, towns and cities across America will raise awareness about gun violence and honor the lives stolen by gun violence; and

NOW, THEREFORE, I, Mboka Mwilambwe, Mayor of Bloomington, Illinois, do hereby proclaim February 1-7, 2022, as NATIONAL GUN VIOLENCE SURVIVORS' WEEK, and The City of Bloomington encourages our community to support efforts to prevent the tragic effects of gun violence and to honor and value human lives.



Mboka Mwilambwe
Mayor



Leslie Vocum
City Clerk



RECOGNITION/APPOINTMENTS ITEM NO. 5.B

FOR COUNCIL: January 24, 2022

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation recognizing Health for Humanity January 15-22, 2022, as requested by the Administration Department.

RECOMMENDED MOTION:

None; recognition only.

STRATEGIC PLAN LINK:

-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The included Proclamation is a public statement that brings attention to factors that affect our community.

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 "Billy Iyus".

Billy Iyus, Deputy City Manager

1/19/2022

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

Tara Henry, Legislative Assistant

1/20/2022

Attachments:

- ADM 1B HH-2022_Proclamation

PROCLAMATION

Health for Humanity
January 15-30, 2022

WHEREAS, YOGA is an ancient Hindu practice developed thousands of years ago in the Indian subcontinent for maintaining spiritual, mental, and physical wellbeing; and

WHEREAS, SURYA NAMASKAR (SUN Salutation) is a traditional yogic practice combining a sequence of postures with breathing exercises that provides the key health benefits of YOGA in a very succinct package; and

WHEREAS, Hindu Swayamsevak Sangh (HSS) is a voluntary, non-profit, social and cultural organization, which aims at preserving and passing on the ancient Hindu heritage and cultural values to the next generation of Hindus and raise awareness around the world; and

WHEREAS, HSS is conducting the 17th consecutive annual awareness program Health for Humanity which is a nationwide effort to promote friendship, mutual understanding, and good health among multi-cultural and diverse members of the community; and

WHEREAS, YOGA enthusiasts, yoga studios, local schools, and other community organizations are participating in the HSS Health for Humanity Yogathon; and

WHEREAS, The Health for Humanity program will be conducted January 15-30, 2022, and will be free and open to all people, for learning a unique set of yoga postures called Surya Namaskar. YOGA enthusiasts and local organizations are participating in this event.

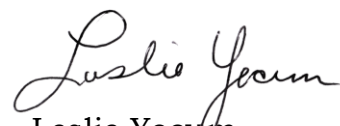
NOW, THEREFORE, I, Mboka Mwilambwe, Mayor of the City of Bloomington, do hereby, proclaim January 15-30, 2022, as

HEALTH FOR HUMANITY YOGA AWARENESS PERIOD

In Bloomington and urge residents to join Health for Humanity Yogathan. We thank HSS for their outstanding job with helping to preserve and promote the ancient heritage and cultural values around the world.



Mboka Mwilambwe
Mayor



Leslie Yocum
City Clerk



RECOGNITION/APPOINTMENTS ITEM NO. 5.C

FOR COUNCIL: January 24, 2022

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Recognition of Appointments to Various Boards & Commissions, as requested by the Administration Department.

RECOMMENDED MOTION:

None; recognition only.

STRATEGIC PLAN LINK:

-Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The included Appointments are representative of City Council's approval from the January 10, 2022 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 'Billy Iyus' followed by a large flourish.

Billy Iyus, Deputy City Manager

1/19/2022

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

Tara Henry, Legislative Assistant

1/20/2022

Attachments:

- ADM 3B Recognition of Mayoral Appointments_012422

Appointment

Connor Kaeb: Citizens' Beautification Committee

Appointment

Goverdhan Galpalli: Planning Commission

CONSENT AGENDA



CONSENT AGENDA ITEM NO. 7.A

FOR COUNCIL: January 24, 2022

SPONSOR: City Clerk Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Minutes of the December 6, 2021 Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION:

The proposed Minutes be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amanda Stutsman, Deputy Clerk

Reviewed by:

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

Tara Henry, Legislative Assistant

1/20/2022

Attachments:

- CLK 1B DRAFT 12-06-2021 Council Meeting Minutes



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

The City Council convened in regular session in-person in Government Center Chambers at 6:02 p.m., Monday, December 6, 2021. The meeting was called to order by Mayor Mboka Mwilambwe.

Roll Call

Attendee Name	Title	Status	Arrived
Mboka Mwilambwe	Mayor	Present	
Jamie Mathy	Council Member, Ward 1	Present	
Donna Boelen	Council Member, Ward 2	Present	
Sheila Montney	Council Member, Ward 3	Present	
Julie Emig	Council Member, Ward 4	Present	
Nick Becker	Council Member, Ward 5	Present	
De Urban	Council Member, Ward 6	Present	
Mollie Ward	Council Member, Ward 7	Present	
Jeff Crabill	Council Member, Ward 8	Remote	6:03 PM
Tom Crumpler	Council Member, Ward 9	Present	

Council Member Mathy made a motion, seconded by Council Member Ward, to allow Council Member Crabill to attend the meeting remotely as he was traveling on business.

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

AYES: Mathy, Boelen, Montney, Emig, Becker, Urban, Ward, Crumpler

Motion carried.

Council Member Crabill entered the meeting at 6:03 p.m.

Truth in Taxation Public Hearing - Bloomington Public Library Tax Levy

A. Call to Order

Mayor Mwilambwe opened the Public Hearing at 6:04 p.m.

B. Presentation of Tax Levy

City Manager Tim Gleason stated that a Public Hearing was required as part of the approval process.

Jeanne Hamilton, Director of the Bloomington Public Library ("BPL"), announced that the BPL had received the State Public Library Construction Act Grant in the amount of \$5.6 million. She explained that to receive the grant, the BPL needed to have a local share of \$15 million by June 30, 2022. She stressed the importance of the tax levy and bond. She stated that staff's recommendation was to reduce the proposed levy and bond but not by the full

amount of the grant. She cited uncertainty of construction cost and that grant funding was figured into the total cost as two of the reasons for the staff recommendation. Mrs. Hamilton reminded Council that the BPL cut \$5 million from the original proposed plan with the intent to make those improvements when funds became available.

Scott Rathbun, Finance Director, addressed Council and explained the federal requirement of a public hearing. He discussed the total estimated project cost of \$22.8 million and that the BPL proposed \$17 million of the total cost was funded through general obligation bonds. These bonds would create a \$1.1 million annual debt service which would be supported by the increase in its tax levy. He noted that the City approved a Resolution that supported the BPL expansion, renovation and levy increase on November 8, 2021 and the Estimated tax levy on November 22, 2021, which included the additional \$1.1 million for debt service. He explained that \$2.8 million of the grant received by BPL would be applied to the anticipated bond need, which lowered the estimated need to \$14.2 million and the estimated annual debt service to \$850,000. He compared the 2020 and 2021 tax levy amounts, which resulted in an aggregate levy increase of more than 5%, and therefore a Truth in Taxation Hearing was required per State statute.

D. Public Testimony

Mayor Mwilambwe welcomed public comment and the following spoke in-person:

Carol Koos, previous Bloomington Public Library Board Chair, spoke in favor of the levy. She described plans for the expansion and supported it through statistics, historical experiences during her tenure, and personal opinion.

Kurt Hudson, Resident of Ward 8, spoke in favor of the levy by discussing how the library expansion fit into the City's Vision. He expressed his belief that a library expansion would strengthen the Downtown and be an anchor of the community. He encouraged the BPL's consideration of contemporary technology. He stated that the City did not need to choose between road infrastructure and the library, and believed the minimal amount would increase the value of the City.

Ravi Duvvuri, Resident of Ward 3, spoke in favor of the levy. He described his experiences with BPL's programs and amenities. He believed that the BPL had become limited and discussed the need for upgrades which would result in additional programming. He believed that the BPL could become a place for teens. He compared the per household costs to the benefits.

Meri Helbig, Resident of Ward 6 and Program Director of LifeCIL, spoke in favor of the levy. She discussed her experiences as a former English as a Second Language instructor, noting that libraries were invaluable as they provided access to free resources. She also supported the Americans with Disabilities Act accessibility improvements.

Judy Stearns, Former Ward 4 Council Member and frequent BPL user, expressed that while she loved the library, the average hardworking citizen could not afford an additional tax. She stated that taxes and water bills continued to rise, and that the average citizen could not afford another tax increase.

Levi Champion, self-proclaimed average hardworking citizen, and Ward 6 resident, spoke in favor of the levy and supported it through statistics. He discussed personal research with the Champaign Public Library and compared it to the BPL's reduced program offers. He advised that the BPL and City should amend their messaging.

Linda Foster, Resident of Ward 1, and President of the National Association for the Advancement of Colored People (“NAACP”), spoke in favor of the levy. She believed an expanded library was necessary and highlighted the flexibility of the proposed amenities. She supported her position by noting that the proposed expansion included amenities that would be offered in a newly constructed building. She stressed the need for the expansion for the youth of the community.

Noah Tang, Resident of Ward 1 and history teacher at Bloomington Public High School, spoke in favor of the levy. He provided statistics to support his position and provided examples on how the BPL was creative in their proposed offerings. He noted that libraries were one of the last free places for community members of all ages. He then compared the BPL to the libraries of the City of Champaign and Decatur, noting that they value knowledge and access to resources.

Dr. Nicole Moore, Resident of Ward 3, spoke in favor of the levy. She discussed how her family frequented the BPL. She provided examples of how traditional libraries could be overwhelming for individuals on the autistic spectrum or other sensory disorders. She supported the implementation of sensory-friendly programs and discussed how it could enrich the lives for those individuals with sensory disorders.

Erica Tisdale, Employee of Heartland Headstart, spoke in favor of the tax levy. She stated that Heartland Headstart supported 275 families and explained that if all of the families participated in the literacy programs, the library could not accommodate their programs. She expressed the importance of the free access to resources.

Bill Bishop, Resident of Ward 3 and representative of the Harvest Pointe Subdivision, was not in favor of the levy and believed that the community should vote on the expansion. He discussed various reasons why he did not support the library expansion or the transition from a library to a community center. He recommended additional consideration of the Eastland Mall and supported it with reasons why he believed the option was viable.

Candice Byrd, Single Mom and Resident of Ward 6, expressed that while she could not afford the tax, she supported the expansion project. She explained that the expansion would provide free enrichment and expanded offerings, and stressed the importance of engaging community teenagers. She discussed the need for additional space within the BPL for expanded programming.

C. Public Hearing for the Bloomington Public Library 2021 Estimated Tax Levy, as requested by the Finance Department.

Council Member Boelen thanked the community members for voicing their opinions.

Council Member Montney complimented the BPL staff for their work. She stated that the decision reflected the City’s overall spending structure and stressed the need for strategic organization of capital projects along with the operation costs associated to each. She reported that the combined tax amount for the BPL expansion and the O’Neil Pool project exceeded the amount used for the Coliseum. She read portions of an article which cited increasing materials costs. She reiterated her position that a reprioritization of City spending could cover the cost of the proposed tax.

Council Member Becker encouraged efficiencies in City expenses in order to afford the improvements without the assessment of a tax.

Council Member Mathy agreed with the need to locate efficiencies in City expenses and discussed multiple capital projects of aging infrastructure. He supported the expansion.

Council Member Emig supported the expansion and supported it with statistics on population growth and previous expansions. She believed the BPL was not an amenity but a necessity and stressed the importance of access to literacy resources. She noted that the BPL had considered Eastland Suites as a primary location but that after discussion with engineers, learned that it would cost just as much to retrofit the mall with the necessary substructure.

E. Close Public Hearing

Mayor Mwilambwe closed the Public Hearing at 6:56 p.m.

Recognition/Appointments

A. Recognition of Appointments to Various Boards & Commissions

Mayor Mwilambwe recognized the appointment of Uma Kailasam to the Human Relations Commission, and John Elterich to the Historic Preservation Commission.

Public Comment

Mayor Mwilambwe read a statement of procedure for public comment. Mary Carlisle provided in-person public comment and Bob Sampson provided emailed public comment. No remote public comment was received.

Consent Agenda

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

Council Member Boelen made a motion, seconded by Council Member Crumpler, that the Consent Agenda, including all items listed below, be approved as presented.

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

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

Motion carried.

Item 8.A. Consideration and action to approve the Minutes of the October 25, 2021 Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 8.B. Consideration and action to approve the Minutes of the November 8, 2021 Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 8.C. Consideration and action to approve an Agreement, as a sole source, with Axon Enterprise, Inc. for 15 body-worn cameras for a 24-month fixed annual cost, to automatically renew each year contingent on the yearly expenditure being approved in the annual budget, as requested by the Police Department. (Recommended Motion: The proposed Agreement be approved.)

Item 8.D. Consideration and action on an Ordinance Approving a Site Plan for a Commercial Recreation Facility in the B-1 (General Commercial) District, for Property

Located at 404 Bronco Drive, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 8.E. Consideration and action on an Ordinance Approving a Text Amendment to the Bloomington City Code, Chapter 44, Relating to Commission Schedules - Planning Commission, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

Regular Agenda

The following item was presented:

Item 9.A. Presentation and discussion of Public Works project updates, as requested by the Public Works Department.

City Manager Tim Gleason introduced the third Annual Public Works Roadwork Wrap-Up which highlighted street construction projects. He highlighted and thanked contractors, outside union labor, the Illinois Department of Transportation, and City Public Works employees for their work throughout the challenging year.

Kevin Kothe, Director of Public Works, reminded the community of online resources for infrastructure project updates. He provided an overview of the street resurfacing process. He then discussed road repairs completed by City's road crews and the 15 street projects that were pending completion. He noted that Public Works anticipated the replacement of 2.6 miles of sidewalks and 175 Americans with Disabilities Act ramps with a third of the year's projects completed. He went on to discuss the pavement presentation process and that Public Works was two-thirds completed with the resurfacing projects. Mr. Kothe provided an update with photos on both the Lutz Road and the Locust/Colton Combined Sewer Overflow projects. He then recognized the contractors for their continued work.

Council Member Crumpler asked if staff could provide maps and updates of sidewalk projects similar to road resurfacing.

Council Member Boelen recognized the work at the intersection of Veterans' Parkway, Hamilton Road, and Fox Creek Road. She recommended an earlier notice to residents.

Council Member Montney and Mr. Kothe discussed the process of how the City monitored and maintained sidewalks. She noted that three residents had injured themselves tripping on sidewalks and was concerned about safety. Mr. Kothe discussed sidewalk rating and the causes of vertical displacements.

Council Member Montney asked if there was a standard set number of sidewalks that were required to be completed annually. Mr. Kothe responded that the Sidewalks Master Plan listed approximately \$1.1 to \$1.2 million to be spent on renovations.

Council Member Montney and Mr. Kothe discussed the factors that contributed to varied response times to resident reported hazards. Factors included budget and availability.

Mayor Mwilambwe noted that the City had over 400 miles of sidewalk within the City.

Council Member Ward agreed that additional sidewalk reporting would be beneficial. She also requested information on the streets that the City was not responsible for in order to increase transparency.

Council Member Emig reminded the community of the MyBloomington App that should be used to submit work orders on sidewalk or similar hazards. She then encouraged seeking additional information and data on the Safe Routes to School Grant to apply for additional funding to offset expenses associated with the implementation and maintenance of sidewalks near school bus stops.

Council Member Crabill encouraged transparency on sidewalk projects and more advanced notice to residents for projects on their streets. He then asked the amount of additional construction that could be completed if additional funding was provided so that projects were not postponed until the next season. Mr. Kothe responded that while some projects were not able to be completed during the calendar year, the Public Works Department based construction seasons off the City's fiscal year.

City Manager's Discussion

City Manager Tim Gleason recognized two new City employees. He then highlighted multiple upcoming Downtown events. He discussed the recent 1st Friday event and thanked all those that attended the tree-lighting ceremony.

Mayor's Discussion

Mayor Mwilambwe echoed comments on the recent tree lighting event. He then recognized City Manager Tim Gleason for his appointment to the FEMA Advisory Board and noted that City Manager Gleason had been the only City Manager from Illinois to be appointed. He discussed an upcoming event that would recognize the life and work of Barbara Adkins, a former City Employee.

Council Member's Discussion

Council Member Ward reported that McClean County ICU beds have been 100% full and encouraged residents to become vaccinated.

Council Member Boelen discussed streets that the City was not responsible for maintaining. She confirmed with Mr. Kothe that the City was able to fill potholes on those streets as a temporary fix.

Council Member Ward hoped for a graphic or other visual of those roads to be posted on the City's website.

Council Member Crumpler discussed an article from WGLT regarding former Council Member Tom Wieland, whose family donated 80 pool passes in his honor for children. He stated that he was so moved, that he would also donate 20 additional pool passes to the O'Neil Pool.

Council Member Mathy reported on his participation in the holiday parade and the Holiday Spectacular.

Executive Session

No Executive Session was held.

Adjournment

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

Motion carried (viva voce).

The meeting adjourned at 7:40 p.m.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk

DRAFT



CONSENT AGENDA ITEM NO. 7.B

FOR COUNCIL: January 24, 2022

SPONSOR: City Clerk Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Minutes of the December 13, 2021 Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION:

The proposed Minutes be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amanda Stutsman, Deputy Clerk

Reviewed by:

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

Tara Henry, Legislative Assistant

1/20/2022

Attachments:

- CLK 2B DRAFT 12-12-2022 City Council Minutes



MINUTES
REGULAR SESSION CITY COUNCIL MEETING
MONDAY, DECEMBER 13, 2021, 6:00 P.M.

The City Council convened in regular session in-person in Government Center Chambers at 6:00 p.m., Monday, December 13, 2021. The meeting was called to order by Mayor Mboka Mwilambwe.

Roll Call

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

Recognition/Appointments

Item 5.A. was presented after item 8.A. at the direction of Mayor Mwilambwe.

Item 5.B. Proclamation for Grand Cafe 100 Years

Mayor Mwilambwe presented the Proclamation for Grand Cafe's 100 Years in Bloomington. Jimmy Mapuguay and Ike Chiu accepted the Proclamation and provided some history on the transition of ownership. Mr. Mapuguay thanked the City of Bloomington for 100 years and looked forward to 100 more years. Mr. Chiu thanked Mr. Mapuguay for his continued efforts to improve Grand Cafe.

Public Comment

Mayor Mwilambwe read a statement of procedure for public comment. Gary Lambert and Willie Holten Halbert provide in-person public comment. The following individuals provided emailed public comment: (1) Eileen Rohman; (2) Rickielee Benecke; (3) Keith Moldovan; (4) Craig Ryan; (5) Amanda Weissgerber; (6) Rochelle Gridley; (7) Diane Mather; and (8) Neil Gridley.

Consent Agenda

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

Council Member Boelen made a motion, seconded by Council Member Montney, that the Consent Agenda, including all items listed below, be approved as presented.

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

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

Motion carried.

Item 7.A. Consideration and action to approve the Minutes of the November 22, 2021 Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 7.B. Consideration and action to approve Bills and Payroll in the amount of \$16,607,320.88, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 7.C. Consideration and action to approve (a) the Second Amendment to the Contract between the City of Bloomington and Alexander Chemical Corporation, for Liquid Chlorine (Bid #2021-21), in the amount of \$1,375 per ton from December 1, 2021, to April 30, 2022, and (b) an Ordinance Authorizing the Mayor and City Manager to Approve Contract Amendments for Liquid Chlorine through April 30, 2022, as requested by the Public Works Department. (Recommended Motion: The proposed Contract Amendment and Ordinance be approved.)

Item 7.D. Consideration and action on a Resolution Authorizing the City Manager to Execute a Contract for Emergency Repairs at the Market Street Garage, as requested by the Facilities Department. (Recommended Motion: The proposed Resolution be approved.)

Item 7.E. Consideration and action on a Resolution Authorizing the City of Bloomington's Participation in the Settlement Agreement Program Arising from the National Opioid Crisis Class Action Lawsuit, as requested by the Legal Department. (Recommended Motion: The proposed Resolution be approved.)

Regular Agenda

The following item was presented:

Item 8.A. Consideration and action on 1) an Ordinance Levying Taxes for the City of Bloomington, McLean County, Illinois for the Fiscal Year Beginning May 1, 2021 and Ending April 30, 2022 for the City of Bloomington, and 2) an Ordinance Levying Taxes for the City of Bloomington - Library, McLean County, Illinois for the Fiscal Year Beginning May 1, 2021 and Ending April 30, 2022 for the City of Bloomington, to approve the 2021 Tax Levy of \$20,920,384 for the City of Bloomington and \$5,867,785 for the Bloomington Public Library, as requested by the Finance Department.

City Manager Tim Gleason explained that the presentation would be the last presentation of the tax levy.

Scott Rathbun, Finance Director, presented on the 2021 Final Property Tax Levy for Fiscal Year 2023 ("FY2023"). He provided an overview of tax levy terms and provided examples of how taxes are assessed. He then provided a brief overview of the Equalized Assessed Value ("EAV") and discussed final proposed tax levy figures.

Council Member Boelen and Jeff Jurgens, Corporation Counsel, discussed the options to separate the City and Library Tax Levies.

Council Member Boelen made a motion, seconded by Council Member Montney, that the proposed City tax levy be approved.

Council Member Montney and Mr. Rathbun discussed how increased EAV rates could affect the tax rate.

Council Member Ward stated that the comments referenced the library and requested that Council stick to one topic at a time. Council Member Montney stated that their discussion applied to both the City and Bloomington Public Library tax levies.

Council Member Crabill confirmed with Mr. Rathbun that staff were conservative in the tax rate in anticipation of reduced EAV rates in the future. They then discussed the effects on EAV when additional homes are added.

Council Member Emig had a question regarding the grant that the Library received. Mayor Mwilambwe asked Council Member Emig to hold her question until after the City tax levy vote was complete.

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

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

Motion carried.

Council Member Mathy made a motion, seconded by Council Member Ward, that the proposed Library tax levy be approved.

Council Member Emig asked for additional details on the grant received by the BPL as she believed that the grant was awarded based on the initial quote that was more costly. Jeanne Hamilton, Library Director, confirmed that the grant was awarded based on the \$20 million quote which then required a \$15 million match.

Council Member Montney and Mrs. Hamilton discussed specifics on the grant qualifications and the \$15 million City contribution requirement. Mrs. Hamilton noted that grant funding was included in the BPL contribution. She explained that in July, BPL strategically cut about \$5 million of non-structural improvements with the intention to add the cut improvements at a later date. She went on to explain that the grant allowed the cut improvements to be reinstated within the project.

Julian Westerhout, BPL Board President, reminded Council that the BPL will also be able to add in the additional parking.

Council Member Becker believed that the grant should have been used to offset the taxpayer contribution instead of adding the cut improvements as he believed that his Ward was 70/30% against the tax levy. He reiterated his position on that the City should have reduced costs in other locations to fund the expansion of the BPL instead of imposing a tax increase.

Council Member Crumpler supported the BLP expansion and believed the grant should be used as an additional investment into the expansion of the amenity.

Council Member Crabill disagreed with Council Member Becker's comments. He expressed the need to improve the BPL and noted that he has not heard of opportunities to reduce costs as recommended by Council Member Becker. He highlighted that once the bond

was paid off, the tax would be removed. Council Member Crabill explained that the BPL project and infrastructure could be completed simultaneously. He concluded by listing a wide array of improvements and discussing how the amenities could benefit the community.

Council Member Ward reiterated that the City had the ability to complete both the BPL improvements and road infrastructure. She believed that the City had a duty to invest in road infrastructure as well as intellectual infrastructure.

Council Member Boelen discussed her experiences with the library and her advocacy for education and literacy. She reported that Ward 2 constituents who were in favor of the library expansion had a household income above average whereas the constituents who were against were at or below the average household income. She noted the lack of public transportation for Ward 2 residents.

Council Member Boelen, Mrs. Hamilton and Mr. Rathbun discussed the effects that an increased EAV would have on the tax percentage. It was stated that if the EAV increased, the household contribution would increase.

Council Member Boelen expressed concern about future tax and fee increases and expressed her preference that the full amount of the grant was used to offset the levy rate. She expressed concern in regard to the lack of fundraising and further expressed her non-support of the item as presented.

Mr. Westerhout stated that many individuals have pledged funds which were not reflected in the budget. He stressed that the BPL would actively pursue fundraising.

Council Member Emig made a motion, seconded by Council Member Mathy, to extend the Council discussion time by 10 minutes.

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

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

Motion carried.

Council Member Montney supported the BPL but stated that Council tended to discuss discretionary projects versus projects for the basic needs of the residents. She stressed that the City should focus on road, sewer, and sidewalk infrastructure. She agreed with Council Member Boelen that the grant should only be used to offset the tax levy. She went on to discuss potential missed opportunities to collaborate between City-owned properties and the BPL. She discussed the opportunity to open City properties for meeting rooms to the public.

Council Member Emig discussed a library funding map report by Every Library Institute which discussed the return on investment. She stated that the increased use of the vital resources, including technology, at BPL during COVID was a testimony to the need of expansion during such economic uncertainty. She reiterated her previous statements on the cost to retrofit other properties or City facilities and explained why university libraries were not a viable option. She explained that road infrastructure projects and the BPL expansion were not mutually exclusive and that additional funding to road infrastructure would not expedite the projects. She reminded the community that the City continued to fund infrastructure projects for roads and sidewalks.

Council Member Mathy commented to the amount of funds that the BPL staff pledged

to provide grant funds and additional fundraising. He believed that investment in the library was an investment in the community and deemed education as important.

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

AYES: Mathy, Emig, Urban, Ward, Crabill, Crumpler

NAYS: Boelen, Montney, Becker

Motion carried.

The following item was presented:

Item 5.A. Proclamation in Memory of Barbara J. Adkins, as requested by the Administration Department.

Mayor Mwilambwe presented the Proclamation in memory of Barbara Adkins, former Deputy City Manager. Diane Adkins, Sister to Barbara Adkins, accepted the Proclamation and thanked Council and the Community for the recognition.

The following item was presented:

Item 8.B. Consideration and action on 1) a Resolution Abating All or a Portion of the Taxes Heretofore Levied to Pay Debt Service on Certain Obligation Bonds of the City of Bloomington, McLean County, Illinois, and 2) a Resolution Abating Tax Levy for Rent Payable Under Lease Agreement Between the Public Building Commission, McLean County and the City of Bloomington for the Old Champion Building and the Expansion of the Parking Garage (two Resolutions for the abatement of property taxes totaling \$5,127,817.75), as requested by the Finance Department.

Scott Rathbun, Finance Director, addressed Council and discussed the need for abatement of debts associated to the General Fund. He explained that the adoption of the proposed resolutions was required to abate property tax for debt service and rental payments that the City intended to pay from funding sources other than property tax revenue. He reported that the City needed to abate approximately \$5.13 million.

Council Member Boelen made a motion, seconded by Council Member Montney, that the proposed Resolutions be approved.

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

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

Motion carried.

The following item was presented:

Item 8.C. Presentation of the updated draft of the Americans with Disabilities Act Transition Plan, as requested by the City Council.

City Manager Tim Gleason provided a brief overview of the directive on the City's Americans with Disabilities Act ("ADA") Transition Plan. He introduced Michael Hurt, Chief Diversity and Inclusion Officer and ADA Coordinator.

Mr. Hurt stated that the City remained committed to the ADA Transition Plan. He provided a brief background on ADA accessibility and that the purpose of the Transition Plan

was to comply with Titles I and II of ADA which focused on employment and public accommodation. He went on to describe how the City removed barriers for the application and interview processes along with the working environment. He then described how the City continued to work to provide nondiscriminatory access to local government services, programs and activities. Mr. Hurt then discussed the community outreach completed to solicit public feedback, and encouraged residents to continue to submit feedback. He reminded the community that this was a presentation only on the draft ADA Transition Plan. He discussed the top three responses from the public input on the areas on which the City needs the most improvement: (1) Accessible pedestrian pathways, sidewalks, and curb ramps; (2) Accessible City Owned Properties, Street and Crosswalk Signals; and (3) Accessible signage and way-finding assistance in the Downtown area and in City facilities. He discussed an ADA self-evaluation performed by Faithful and Gould in 2015, which identified physical obstacles to City properties, programs and services, and a few areas of concern were reported. After a review, only seven modifications remained that needed correction, of which were mostly restroom upgrades. Mr. Hurt explained that staff had placed a target completion date of 2021 to 2022. He reported that the City had 423 miles of sidewalk and had regularly allocated funding to the sidewalk program. He concluded that the Transition Plan was a living document and would be posted online and updated regularly.

Council Member Ward stated her appreciation for Mr. Hurt's work on the ADA Transition Plan and commented to the draft status since 2015 and the need for additional public input. She further stressed the need to share the draft plan with local organizations to provide input and hold a public hearing by the end of the first quarter. Mr. Hurt believed that was possible.

Council Member Ward reported feedback that she had received regarding streamlining the complaint process and requested that staff look into it. She stated that the 2015 evaluation had become dated and requested additional information on an additional assessment. She asked staff to provide a report on the number of miles of sidewalk the City still needed to complete.

Council Member Montney referenced the City's 2015 sidewalk rating chart to answer Council Member Ward's question on miles of sidewalk. City Manager Gleason responded that it was a 2015 chart and that staff would provide an updated chart in January. Council Member Montney also requested data on the price per mile to fix a sidewalk.

Council Member Crumpler agreed that a public hearing was critical and recommended a virtual hearing. He then asked the next steps of the process. Mr. Hurt responded that a self-assessment would be performed on all City buildings in 2022 and an additional discussion on sidewalk replacement. He stated that he would reach out to local agencies to determine preferences on a public hearing.

Finance Director's Report

City Manager Gleason stated that typically, the Finance Director's Report was presented on the last meeting of the month but that with the holiday schedule, the report would be given early.

Scott Rathbun, Finance Director, addressed Council and noted that the Council meeting was held prior to the November 2021 financials being completed and that the standard monthly summary format was temporarily amended. He discussed modifications to

formats to the reports. He went on to discuss partial updates on major tax revenues through December 8, 2021 and highlighted various taxes and their effect on the budget. Mr. Rathbun concluded his presentation with a discussion of the monthly Home Rule Sales Tax, Packaged Liquor Tax, and Vehicle Use Tax revenues compared to year to date. He highlighted the increased revenue from building permits and connected it to the increased Equalized Assessed Value on properties, which he attributed to the amount of employees that Rivian has hired.

City Manager's Discussion

City Manager Tim Gleason discussed various upcoming events in Downtown Bloomington. He commented to the recent tornado storm events in Southern Illinois and expressed his thoughts and prayers on their road to recovery. He reported that the Budget 101 program would be released with updated videos. He noted that 2021 City accomplishments would be presented at the February Committee of the Whole. He reminded the community of the next Council meeting in January and wished everyone Happy Holidays.

Mayor's Discussion

Mayor Mwilambwe echoed the sentiments for those communities affected by the tornado storms. He reminded the community of the bench dedication for Barbara Adkins in front of the McLean County History Museum. He noted that Mayor Pro Tem Mathy would chair the first Council Meeting in January as Mayor Mwilambwe would be out of the country. He wished the community Happy Holidays.

Council Member's Discussion

Council Member Ward discussed multiple upcoming services for The Longest Night.

Council Member Boelen discussed the McLean County Behavioral Health Coordinating Council's collaboration on an initiative for the Bridge Academy for youth who have been hospitalized and to prevent hospitalization in a small school setting, for the mentally ill.

Executive Session - Section 2 of (c)(21) of 5 ILCS 120

Mayor Mwilambwe stated that Council would enter into Executive Session for the semi-annual review of Executive Session minutes per Section 2 of (c)(21) of 5 ILCS 120.

Council Member Boelen made a motion, seconded by Council Member Emig, to enter into Executive Session.

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

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

Motion carried.

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

Return to Open Session and Adjourn

Jeff Jurgens, Corporation Counsel, explained that Council would not continue Executive Session, as additional information was needed. He explained that a motion to adjourn the meeting was needed.

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

Motion carried (viva voce).

The meeting adjourned at 8:13 p.m.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk

DRAFT



CONSENT AGENDA ITEM NO. 7.C

FOR COUNCIL: January 24, 2022

SPONSOR: Finance Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve Bills and Payroll in the amount of \$6,488,372.14, 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 \$6,488,372.14 (Payroll total \$2,707,269.95, Accounts Payable total \$2,440,686.98, and Bank Transfers total \$1,340,415.21).

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Support Staff V

Reviewed by:


F. Scott Rathbun, Finance Director

1/19/2022


Tara Henry, Legislative Assistant & Records Manager

1/20/2022

Attachments:

- FIN 1B Council Finance Summary Report

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
1/14/2022	\$ 2,144,732.15	\$ 555,893.40	\$ 2,700,625.55

12/10/2021-1/14/2022	\$ 6,360.09	\$ 284.31	\$ 6,644.40
Off Cycle Adjustments			

PAYROLL TOTAL	\$ 2,707,269.95

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
1/24/2022	AP General	\$ 2,251,556.78
	AP JMScott	
1/24/2022	AP Comm Devel	\$ 34,295.47
	AP IHDA	
1/24/2022	AP Library	\$ 77,850.07
	AP MFT	
1/11/2022-1/14/2022	Out of Cycle	\$ 76,984.66
10/25/21-1/7/2022	AP Bank Transfers	\$ 1,340,415.21
	AP TOTAL	\$ 3,781,102.19

PCARDS

Date Range

PCARD TOTAL	\$ -

GRAND TOTAL	\$ 6,488,372.14

Respectfully,

F Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 7.D

FOR COUNCIL: January 24, 2022

SPONSOR: Procurement Division and Parks, Recreation and Cultural Arts Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to reject the Bid for the Arena Ticket Office Remodel Project (Bid #2022-19), as requested by the Procurement Division and the Parks, Recreation and Cultural Arts Department.

RECOMMENDED MOTION:

The proposed Bid for the Arena Ticket Office Remodel Project be rejected.

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: At the May 24, 2021, Council meeting, City Council approved a Commercial Lease Agreement between the City of Bloomington and the Bloomington-Normal Convention and Visitors Bureau (CVB) for portions of Grossinger Motors Arena. The CVB will lease the entire second floor administrative office space and the first-floor retail/information space near the ticketing window. This agreement requires that the Landlord (City of Bloomington), install a doorway into the CVB's retail space from the public ticketing area.

The improvements were bid as Arena Ticket Office Remodel, Bid #2022-19. One bid of \$52,752 from J Spencer Construction, LLC was received. After further review of the bid submission by City Staff, the City is looking at alternative solutions that may be more cost-effective options for this project and recommend that the bid be rejected.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: J Spencer Construction, LLC.

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

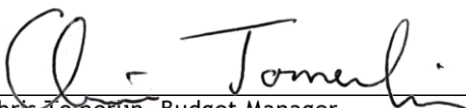
Respectfully submitted for Council consideration.

Prepared by: Carla Murillo, Procurement Manager

Reviewed by:


Carla Murillo, Procurement Manager

1/19/2022


Chris Tomertin, Budget Manager

1/19/2022


Jeffrey R. Jurgens, Corporation Counsel

1/19/2022


Tara Henry, Legislative Assistant & Records Manager

1/20/2022

Attachments:

- PRO 1B Bid #2022-19 Arena Ticket Office Remodel Bid Tabulation



City of Bloomington

Legal

Jeff Jurgens, Corporate Council
109 E. Olive Street, Bloomington, IL 61701

EVALUATION TABULATION

ITB No. 2022-19

Arena Ticket Office Remodel

RESPONSE DEADLINE: December 22, 2021 at 11:00 am

Report Generated: Wednesday, January 19, 2022

SELECTED VENDOR TOTALS

Vendor	Total
J Spencer Construction LLC	\$52,752.00

TABLE 1

					J Spencer Construction LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	Arena Ticket Office Remodel in accordance with Plans, Specifications & all issued Addenda.	1	LS	\$47,957.00	\$47,957.00
X	2	Contingency (10% of Item #1)	1	LS	\$4,795.00	\$4,795.00
Total						\$52,752.00



CONSENT AGENDA ITEM NO. 7.E

FOR COUNCIL: January 24, 2022

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve an Agreement between the Town of Normal, McLean County, the Bloomington-Normal Water Reclamation District, and the Ecology Action Center, for Storm Water Education Program Services in the amount of \$18,310 per year (City of Bloomington portion) for three (3) years (with a built-in annual inflator equal to the rise in the Consumer Price Index or three (3) percent, whichever is less, for years two and three), as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Agreement be approved.

STRATEGIC PLAN LINK:

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

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5c. Incorporation of "Green Sustainable" concepts into City's development and plans
- Objective 1e. Partnering with others for the most cost-effective service delivery
- Objective 1c. Engaged residents that are well informed and involved in an open governance process

BACKGROUND: Public Works is recommending the approval of an agreement between the Town of Normal, McLean County, the Bloomington-Normal Water Reclamation District, and the Ecology Action Center (EAC), for Storm Water Education Program Services, in the amount of \$18,310 per year (City of Bloomington portion) for three years (with a built-in annual inflator equal to the rise in the Consumer Price Index or three percent, whichever is less, for years two and three).

The proposed agreement is a cost-effective way to pool resources from the City of Bloomington, Town of Normal, McLean County, and the Bloomington-Normal Water Reclamation District to fill a multitude of needs for storm water education programs. Rather than each taxing body preparing and paying for its own programs, the taxing bodies jointly contract with the EAC to provide competent, consistent outreach across McLean County. The shared distribution of costs is determined based on the number of stormwater systems under each taxing body, as well as participation in the Sugar Creek Stewards program by the City and Town. City Council approved a similar agreement in November 2018. Additional details on the programs from the previous agreement are listed later in this document. The table below shows the amounts that will be paid by each government in the first year:

City of Bloomington	\$18,310

Town of Normal	\$18,310
McLean County	\$3,080
Bloomington-Normal Water Reclamation District	\$2,596
Total	\$42,296

The City is currently regulated by the United States Environmental Protection Agency and the Illinois Environmental Protection Agency (IEPA) regarding storm water management through the National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit process. The permit requires the City to take specific steps to reduce storm water pollution, which might take the form of reducing pesticides from lawns, sediment from construction sites, plastic bottles, etc. Many of these contaminants pollute waterways, thereby discouraging recreational use of the resource, contaminating drinking water supplies, and interfering with the habitat for fish, other aquatic organisms, and wildlife.

As a part of these regulations, the IEPA requires both educational outreach and citizen involvement regarding storm water runoff. To fill this need, the EAC will provide multiple community initiatives, such as clean water educational programs in Bloomington-Normal schools and storm drain inlet stenciling.

The accomplishments of the storm water education and outreach programs performed by the EAC in the past three years include:

- Nearly 25 classroom education programs on watersheds, the water cycle, and storm water runoff pollution, reaching nearly 500 third grade students annually.
- An average of 31 new rain barrels installed in our community each year through high quality “build-your-own” workshops which include a short presentation on storm water runoff pollution.
- Numerous informational opportunities at area events and presentations to community groups.
- Promotion of pollution-reducing yard care practices through the “Yard Smart” voluntary certification program including the well-attended annual Yard Smart Garden Walk, showcasing beautiful and diverse yards that use little or no synthetic fertilizers and pesticides.

In addition, the EAC operates the Sugar Creek Stewards program, which involves removal of non-native weeds and brush along Sugar Creek and other waterways. Using volunteers, the EAC has been replacing invasive weeds with native plantings. Sugar Creek Stewards has proved successful over the past few years, involving approximately 100 volunteers annually putting in about 270 hours of work, valued at a total of \$7,025.40, according to figures provided by the Independent Sector, a national nonprofit working with non-profits, foundations, and corporations to advance the common good. While these numbers varied in 2020 and 2021 because of the COVID-19 pandemic, the numbers are expected to return to normal after the pandemic.

The benefits of the Sugar Creek Stewards program include:

- Improving the aesthetics and filtration/bank stabilization function of stream buffers in Bloomington and Normal through the removal of exotic/invasive plant species and the re-establishment of native forbs and grasses.
- Increasing the understanding of the needs and benefits of using best management practices to reduce storm water pollution for volunteers participating in the program and members

of the public who interact with those volunteers.

- Increasing ownership of riparian areas by residents donating their time for stewardship efforts.
- Improving visibility of ongoing, active efforts to manage and improve our waterways, especially while transitioning to a reduced mowing frequency.
- Leveraging private donations to supplement public funds.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

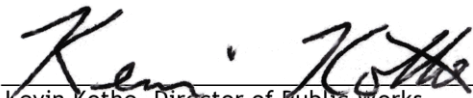
FINANCIAL IMPACT: The City of Bloomington would pay a total of \$18,310 for the first year of this contract. Funds for the agreement are available in the Storm Water-Other Purchased Services account (53103100-70690). If approved, the remaining two years will be included in the in the FY 2023 and FY 2024 budgets by Public Works. Stakeholders can locate this in the FY 2022 Budget Book titled “Other Funds & Capital Improvement” on page 145.

COMMUNITY DEVELOPMENT IMPACT: Goal NE-1. Protect and conserve the community’s vital natural resources, Objective NE-1.1 Identify and protect sensitive environmental areas and promote conservation of habitats and native species; Goal NE-3. Reduce environmental pollutants, Objective NE-3.2 Identify and reduce water pollutants; Goal NE-4. Increase cooperation and coordination among governments, nonprofits, and businesses across the region to address shared environmental issues, Objective NE-4.1. Continue to protect greenways at the regional level, Objective NE-4.2. Continue to participate in regional efforts to establish a sustainable and responsible water supply, Objective NE-4.3. Increase education, awareness, and public involvement on environmental issues; Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety, and the environment, Objective UEW-1.3. Work cooperatively with other public and private utility service providers operating in the City to address mutual concerns and needs, Objective UEW-1.6. Continue to participate in regional efforts to establish a sustainable and responsible water supply, Objective UEW-1.7. Reliable and efficient collections systems (sanitary sewer, combined sewer, and storm sewer systems) to protect public health, safety, and the environment; Goal UEW-3. Education and increase public awareness regarding utility, energy, and water issues, Objective UEW-3.1. Provide educational and engagement opportunities for the community through forums and educational activities.

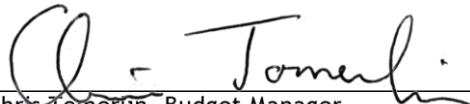
Respectfully submitted for Council consideration.

Prepared by: Dominic Kallas, Civil Engineer I

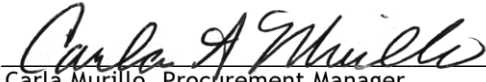
Reviewed by:


Kevin Kothe, Director of Public Works

1/14/2022


Chris Tomerlin, Budget Manager

1/18/2022


Carla Murillo, Procurement Manager

1/18/2022


Jeffrey R. Jurgens, Corporation Counsel

1/19/2022


Tara Henry, Legislative Assistant & Records Manager

1/20/2022

Attachments:

- PW 6B Agreement_Ecology Action Center Storm Water Education Program

AGREEMENT FOR STORMWATER EDUCATION PROGRAM SERVICES

This agreement is entered into this 1st day of February, 2022, between the City of Bloomington, the Town of Normal, McLean County, and the Bloomington-Normal Water Reclamation District (hereinafter referred to as “City”, “Town”, “County”, and “BNWRD”) and the Ecology Action Center, an Illinois not-for-profit corporation (hereinafter referred to as the “Center”).

A. Purpose of This Agreement

The purpose of this agreement is to establish a framework for the continuing administration and implementation of a stormwater education program, hereafter referred to as the “Program” to include stormwater education programming for the City, Town, County, and BNWRD and assist the City, Town, County, and BNWRD in meeting the public education and outreach requirements of their National Pollution Discharge Elimination System (NPDES) Phase II Stormwater Management Plans.

B. Period of Agreement

The period of this agreement is (3) years commencing on February 1, 2022 and ending on January 31, 2025. Any party may terminate this agreement for any reason with a minimum of sixty (60) days written notice to the other parties.

Written notice shall be mailed by certified copy to the following address:

For the City:
City Manager
City of Bloomington
115 E Washington St.
Bloomington, IL 61701

For the Town:
City Manager
Town of Normal
11 Uptown Circle
P.O. Box 589
Normal, IL 61761

For the County:
County Administrator
115 E. Washington Street, Room 401
P.O. Box 2400
Bloomington, IL 61701

With a copy to:
1st Civil Assistant State’s Attorney
104 W. Front Street, Room 605
Bloomington, IL 61701

For the BNWRD:
Executive Director
Bloomington-Normal Water Reclamation District
2015 W Oakland Ave
Bloomington, IL 61701

For the Center:
Executive Director
Ecology Action Center
PO Box 97
Normal, IL 61761-0097

C. Services

1. City, Town, County, and BNWRD

The City, Town, County, and BNWRD shall:

- a. provide program guidance and oversight; and
- b. provide funding for the Program in accordance with item "D" of this agreement.

2. Center

The Center shall:

- a. provide the stormwater education services to the City, Town, County, and BNWRD as outlined in the Appendix A, being the Center's proposed Stormwater Education Program; and
- b. complete the following reporting requirements: 1) quarterly progress reports to the City, Town, County, and BNWRD; and 2) segregated annual reports to the City, Town, County, and BNWRD in the form and content required for submittal to the Illinois Environmental Protection Agency.

D. Project Costs:

1. Annual payments of \$18,310 each shall be made by the City and the Town by March 1st, pending receipt of an invoice from the Center by February 15th. Beginning February 1, 2023, such annual payment shall be adjusted on February 1st of each year by the lesser of 3% or the percentage increase in the Consumer Price Index All Urban Consumers All Items Chicago Area Published by the U. S. Department of Labor Bureau of Labor Statistics.
2. Annual payments of \$3,080 shall be made by the County by March 1st, pending receipt of an invoice from the Center by February 15th. Beginning February 1, 2023, such annual payment shall be adjusted on February 1st of each year by the lesser of 3% or the percentage

increase in the Consumer Price Index All Urban Consumers All Items Chicago Area Published by the U. S. Department of Labor Bureau of Labor Statistics.

3. Annual payments of \$2,596 shall be made by BNWRD by March 1st, pending receipt of an invoice from the Center by February 15th. Beginning February 1, 2023, such annual payment shall be adjusted on February 1st of each year by the lesser of 3% or the percentage increase in the Consumer Price Index All Urban Consumers All Items Chicago Area Published by the U. S. Department of Labor Bureau of Labor Statistics.

It is understood by all parties that payment in support of this agreement is contingent upon the availability of Program revenue and/or funds provided through the City, Town, County, and BNWRD.

- E. Center shall save and hold the City, Town, County, and BNWRD, (including its officials, agents and employees) free and harmless and indemnify City, Town, County, and BNWRD from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgments, resulting from claimed injury, damage, loss or loss of use for any person, including natural persons and any other legal entity, or property of any kind (including, but not limited to choices in action) arising out of or in any way connected with Center's performance under this agreement.
- F. This agreement may be modified by mutual consent of the parties hereto and agreed to in writing, and does not preclude separate agreements between the Center and individual units of local government for additional services.
- G. Center agrees to execute and does hereby represent that the affirmations contained in Exhibit 1 attached hereto are true and correct.

City of Bloomington

Date


McLean County

Date

1-13-22

Date

Bloomington-Normal Water Reclamation District

Date


Ecology Action Center

Date

1/14/2022

APPENDIX A

The Center shall:

1. Provide the following stormwater education services to the City, Town, County, and BNWRD:
 - a. Ongoing program evaluation
 - b. Perform Clean Water education programs in Bloomington-Normal schools and Tri-Valley Elementary School, Hudson Elementary School, and Towanda Elementary School
 - c. Provide informational displays at local events (Earth Day, Sugar Creek Arts Festival, Sweet Corn Circus, etc.)
 - d. Conduct the Yard Smart program to promote reduction in use of synthetic fertilizers
 - e. Support reduction of stormwater runoff through coordination of rain barrel workshops and rain garden workshops
 - f. Promote and coordinate public involvement in watershed activities such as stream clean up events, storm drain stenciling and promote related programs such as RiverWatch stream monitoring
 - g. Provide clean water educational efforts in rural areas including the Lake Bloomington community, Towanda and Hudson to encourage proper septic system maintenance, stream buffers, and awareness of stormwater issues
 - h. Conduct outreach campaigns through social media and traditional media
 - i. Maintain mCLEANwater.org watershed clearinghouse website as resource for information on local water issues, watershed plans, with online forums of topics related to clean water.
 - j. Coordinate Creek Stewards program on behalf the City and Town. Will recruit, train, and supervise volunteers in removal of exotic weeds and brush along Sugar Creek and other waterways in Bloomington-Normal.
 - k. Provide MS4 "Good Housekeeping" program assistance to the County as needed.
2. Provide for the administration of the program to include:
 - a. Submission of quarterly progress reports to the City, Town, County, and BNWRD on the activities conducted in compliance with this agreement;
 - b. Submission of segregated annual reports to the City, Town, County, and BNWRD, to reflect where practical the separate accomplishments for each entity;
 - c. Combining of relevant programs as appropriate in order to avoid duplication and reduce costs and time;

- d. Submission of required reports and updates to the Illinois Environmental Protection Agency (IEPA);
- e. Invoices for services performed in accordance with item “D” of this agreement.

Exhibit 1

Contractor Certification

Contractor on behalf of contractor certifies that the following representations are true and correct and further agrees as a condition of doing business with the Town of Normal, City of Bloomington, County of McLean, and BNWRD to require all of Contractor’s subcontractors and sub-subcontractors to certify that the following representations are true and correct for each subcontractor and sub-subcontractor:

1. Contractor certifies that no Town of Normal, City of Bloomington, County of McLean, and BNWRD officer or employee has any interest in the proceeds of this contract.
2. Contractor certifies that same has not committed bribery or attempted bribery of an officer or employee of any governmental official whether on the federal, state or local level.
3. Contractor certifies that same has not been barred from conducting business with any governmental unit whether federal, state or local.
4. Contractor certifies that the business entity its officers, directors, partners, or other managerial agents of the business have not been convicted of a felony under the Sarbanes-Oxley Act of 2002 nor have any of the same been convicted of any felony under state or federal securities laws.
5. Contractor certifies that same has not been barred from contracting with any unit of state or local government as a result of a violation of 720 ILCS 5/33E-3 (bid-rigging) or 720 ILCS 5/33E-4 (bid-rotating).
6. Contractor certifies that same is not delinquent in the payment of any debt or tax due the State or the Town of Normal, City of Bloomington, County of McLean, and BNWRD.
7. Contractor certifies that same has read the Drug-Free Workplace Act (30 ILCS 580/1 et.seq.) and is in compliance with the act on the effective date of this contract.
8. Contractor certifies that same shall maintain books and records relating to the performance of this contract as necessary to support amounts charged under the contract for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract.
9. Contractor agrees to comply with applicable provisions of the Town of Normal Human Rights Ordinance, the Illinois Human Rights Act, the U.S. Civil Rights Act and the Americans with Disabilities Act.

10. Contractor certifies that the same is an "Equal Opportunity Employer" as defined by Section 2000 (e) of Chapter 21, Title 42 U.S. Code Annotated and applicable Executive Orders.
11. Contractor certifies in accordance with the State of Illinois Steel Products Procurement Act (30 ILCS 565/ et.seq.) that steel products used or supplied in the performance of this contract are manufactured or produced in the United States.
12. Contractor certifies that same is in compliance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/ et seq.)
13. Contractor certifies that same is in compliance with the State of Illinois Public Works Employment Discrimination Act (775 ILCS 10/ et seq.)
14. Contractor certifies that same is in compliance with the State of Illinois Prevailing Wage Act (820 ILCS 130/et seq.)
15. Contractor certifies that for public works contracts exceeding one hundred thousand dollars (\$100,000) in value contractor is in compliance with the Town of Normal Responsible Bidder Ordinance which requires Contractor to participate in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training. (This provision shall not apply to federally funded projects if such application would jeopardize the receipt of use of federal funds in support of such project.)
16. Contractor certifies that same is or is not (please circle applicable designation) a Minority and Female Business Enterprise as defined by the State of Illinois (30 ILCS 575/et seq.)

Contractor:



Date:

1/14/2022

Program Budget

EXPENSES	subtotal
Clean Water School program	\$ 7,396
Staff time in classroom	\$ 3,000
Coordination	\$ 1,800
Travel to schools	\$ 800
Program supplies	\$ 300
Printing	\$ 500
Cups for sending message home	\$ 996
Yard Smart Program	\$ 10,080
Rain Barrel Workshops	\$ 3,000
Yard Smart Garden Walk	\$ 2,580
yard walk food	\$ 500
Coordination	\$ 1,200
Promotion	\$ 1,000
Printing	\$ 400
Supplies	\$ 600
Demonstration Landscaping maintenance	\$ 800
Community involvement: Volunteer Stream Clean-up, Storm	\$ 4,120
Stenciling	\$ 2,500
Travel	\$ 320
Stencils	\$ 800
Supplies	\$ 500
Sugar Creek Stewardship Program	\$ 9,100
Sugar Creek Stewards workdays	\$ 1,300
prep, planning, maintenance	\$ 900
Sugar Creek Stewards coordination	\$ 4,300
Herbicide	\$ 1,000
tools, sprayers	\$ 600
seed and plant plugs	\$ 1,000
Presentations /Information tables	\$ 2,000
Media campaign, newsletters, displays	\$ 4,000
McLean County Watershed Forum website	\$ 1,000
Administrative Overhead	\$ 6,000
TOTAL	\$ 43,696

REVENUE	subtotal
Contractual funding	\$ 42,296
City of Bloomington	\$ 18,310
Town of Normal	\$ 18,310
McLean County Highway Department	\$ 3,080
BNWRD	\$ 2,596
Workshop Fees	\$ 1,400
TOTAL	\$ 43,696



CONSENT AGENDA ITEM NO. 7.F

FOR COUNCIL: January 24, 2022

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Contract with Donohue & Associates, Inc., for Settled Water Piping Improvements Construction Observation, in the amount of \$51,000 utilizing RFQ #2019-34, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Contract be approved.

STRATEGIC PLAN LINK:

-Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

-Objective 2b. Quality water for the long term

BACKGROUND: Public Works is recommending the approval of a Contract with Donohue & Associates, Inc., for the Settled Water Piping Improvements Construction Observation, in the amount of \$51,000.

The Water Treatment Plant has four ClariCones that soften the water. ClariCones 1 and 2 were installed in 1986, and ClariCones 3 and 4 were installed in 1999. A high-pH lime slurry is added to the ClariCones to remove water hardness by precipitation. Most of the hardness is precipitated as sludge, which is drained from the ClariCones. Some of the hardness remains in the settled water leaving the ClariCones. This remaining hardness can precipitate in the plant piping as lime scale before the settled water is stabilized by the recarbonation process. Over time, this lime scale builds up in the piping, causing less water to flow out of each ClariCone. If not maintained, these pipes will eventually reduce the Water Treatment Plant capacity to less than the customer demand and result in a daily water shortage. This project will consist of piping modifications to allow access for cleaning equipment and removal of the lime scale from discharge piping for all four ClariCones.

If approved, Donohue & Associates will consult the City as the engineer of record and act as the City's representative during all phases of the construction project. This will include conducting a pre-construction meeting, performing site visits to observe progress and quality of work, determining if the construction contractor's work is proceeding in accordance with the contract documents, reviewing pay orders, and keeping the City informed of all imminent safety concerns, dangerous situations, or safety threats.

On April 26, 2021, City Council approved a Professional Services Contract with Donohue & Associates for the Settled Water Piping Improvements design.

Through Request for Qualifications RFQ #2019-34 (Resolution 2019-18), the City Council approved a list of prequalified vendors for Architectural and Engineering Services. RFQ #2019-34 established eight categories of services and identified qualified vendors to provide services in each category. City staff reviewed the eight engineering firms under the Potable Water category, which is the key design service of the project as described above and determined Donohue & Associates to be the most qualified firm to do the work that best meets the City's needs. Based on Donohue & Associates' selection under RFQ 2019-34 and their experience in potable water work, Donohue & Associates was asked to submit a proposal for scope and fees associated with the Settled Water Piping Improvements construction observation. The vendor chosen for this project utilized a qualifications-based selection process, and, therefore, the City's local preference policy does not apply.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

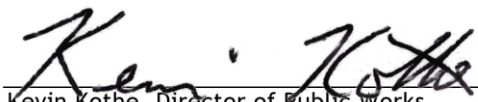
FINANCIAL IMPACT: If approved \$51,000 will be paid out of the Water Mechanical Maintenance-Architectural & Engineering Services for Capital account (50100160-70051). Although construction observation was not budgeted in FY 2022, the \$51,000 needed to cover the cost for this service will come from savings realized on the Fort Jesse Tank Rehabilitation project. The Fort Jesse Tank Rehabilitation project came in \$2,140,700 under budget. Stakeholders can locate the Fort Jesse Tank Rehabilitation project in the FY 2022 Budget Book titled "Other Funds & Capital Improvement" on pages 133, 214, 261, 277 and 278. The design & construction and of the Water Treatment Plant Settled Water Pipe Cleaning can be located on pages 281 and 282.

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

Respectfully submitted for Council consideration.

Prepared by: Aaron Kinder, Superintendent of Mechanical Maintenance

Reviewed by:



Kevin Kothe, Director of Public Works

1/7/2022



Carla Murillo, Procurement Manager

1/18/2022



Chris Tomerlin, Budget Manager

1/18/2022



Jeffrey R. Jurgens, Corporation Counsel

1/19/2022



Tara Henry, Legislative Assistant & Records Manager

1/20/2022

Attachments:

- PW 1B Contract_Settled Water Piping Improvements Construction Observation

CITY OF BLOOMINGTON CONTRACT WITH
Donohue & Associates, Inc.
FOR PROFESSIONAL SERVICES FOR
Multi Year Professional Architectural & Engineering Services

2022

THIS AGREEMENT, dated this _____ day of _____, ~~2021~~ is between the City of Bloomington (hereinafter "CITY") and Donohue & Associates, Inc. (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

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

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

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

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

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

Any reuse or alteration of the documents for any purpose other than that for which such documents were originally prepared shall be at CITY'S sole risk and CONTRACTOR assumes no responsibility for the alteration or reuse of those documents.

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

to the proportionate extent caused by

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

(A) For purposes of this Agreement, a party "prevails" if it recovers 75 percent or more of what it sought in such proceeding, or if it successfully defends against 75 percent or more of what was claimed against it. If neither percentage is met, the parties bear their own respective attorney's fees.

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

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

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

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

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

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

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

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

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

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



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



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



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



Other: _____

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

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

Donohue & Associates, Inc.

By: 
Its PRESIDENT

ATTEST:

By: _____
City Clerk

By: 
Its Vice President



EXHIBIT A

PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING

A. PROJECT DESCRIPTION

The City (Owner) is retaining Donohue & Associates, Inc. to provide Construction-Related Services for the Settled Water Piping Improvements project which consist of construction of piping modifications and cleaning of accumulated settled sludge from within the settled water piping at the water treatment plants.

B. SCOPE OF SERVICES

Basic Services to be provided by Donohue for this Project under this Agreement are as follows:

1. Construction Related Engineering Services

Upon successful completion of the Bidding Phase, and upon award of the Settled Water Piping improvements construction contract by the Owner, Donohue shall provide the following construction phase contract administration and observation services for the Project:

- 1.1 *General Administration of Construction Contracts.* Consult with Owner and act as Owner's representative as provided in the General Conditions of the Contract Documents as included in the Project Manual. Included in this effort is receipt and incorporation of constructability revisions to the documents, as directed from time to time, by the City.
- 1.2 *Pre-Construction Conference and Progress Meetings.* Conduct one Pre-Construction Conference prior to commencement of the Work at the Project site and prepare and distribute minutes. Donohue's project manager shall also attend a total of six (6) Construction Pay/Progress Meetings over the course of the 12-month construction duration from Notice-To-Proceed to Substantial Completion. It is understood that, as per the Construction Contract, the Construction Contractor shall conduct the progress meetings and prepare the agenda for the meetings. Donohue is to prepare and distribute minutes for Pre-Construction Conference, and Construction Contractor is to prepare and distribute all progress meeting minutes. Owner will review said minutes for accuracy.
- 1.3 *Visits to Site and Observation of Construction.* Perform the following services in connection with observations of the Construction Contractor's work-in-progress:
 - 1.3.1 Donohue will provide to the project a Resident Project Representative (RPR) who will make visits to the Project Site at intervals and frequencies as described herein, as appropriate for the various stages of construction in order to observe the progress and quality of the Work. Such visits and observations by Donohue are not intended to be exhaustive or to extend to every aspect of a Construction Contractor's work-in-progress

or to involve detailed inspections of a Construction Contractor's work-in-progress beyond the responsibilities specifically assigned to Donohue in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on Donohue's exercise of professional judgment.

Based on information obtained during such visits and observations, Donohue will determine in general if the Construction Contractor's work is proceeding in accordance with the Contract Documents, and Donohue shall keep the Owner informed of the progress of the construction work. The Contract Document requires that the Construction Contractor be responsible for staking and layout of the work to be constructed. Therefore, it is agreed that Donohue's observation services specified herein do not include staking or layout of the work to be constructed. However, Donohue will provide to the Construction Contractor the coordinate points, benchmarks and control points used to design the Work, which is so stated in the Project Manual

- 1.3.2 Under the fee prescribed for in this Agreement, Donohue's RPR will provide a limited level of construction observation efforts. To this end, Donohue will provide up to **53 hours of observation work**, including travel time and vehicle expense to and from the site within the overall 12-month Construction Contract duration.
- 1.3.3 The purpose of Donohue's visits to the Site will be to enable Donohue to provide the Owner a greater degree of confidence that the completed work is in general conformance with the Contract Documents and that the integrity of the design concept of the completed Project, as functioning as a whole system. Donohue's RPR will not have authority over or responsibility for supervising the Construction Contractor's workers or the Owner's staff. Donohue's RPR will not, during such visits or as result of such observations of the work supervise, direct, or have control over any Construction Contractor's work, nor shall Donohue have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by any Construction Contractor, for safety precautions and programs incident to the Construction Contractor's work or for any failure of any Construction Contractor to comply with laws and regulations applicable to Construction Contractor's furnishing and performing the work. However, Donohue will quickly report its observations to the Owner when it observes a situation at the construction site that is an obvious and apparent imminent safety concern, a dangerous situation, or a safety threat. Donohue does not guarantee the performance of any Construction Contractor nor assume the responsibility for any Construction Contractor's failure.
- 1.4 *Defective Work.* Donohue will recommend to Owner whether a Construction Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Donohue believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

- 1.5 *Clarifications and Interpretations and Field Orders.* Donohue will issue within a reasonable time period, upon Construction Contractor's written Request for Information (RFI) for the Construction Contract, the necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of each Construction Contractor's work. Such clarifications and interpretations will be consistent with the intent of and interpretations reasonably inferable from the Contract Documents. Donohue may also issue Field Orders authorizing minor variations from the requirements of the Contract Documents, which the Owner and Construction Contractor agree do not affect contract time of completion or the value of work. Donohue will respond to RFI's and Field Orders to the Owner's project manager at the same time that said documents are issued to the Construction Contractor. It is assumed there will be no more than 10 RFI's.
- 1.6 *Change Orders and Work Change Directives.* For the Construction Contract, Donohue will recommend Change Orders and Work Change Directives to the Owner, as appropriate, and prepare Change Orders and Work Change Directives as required. Donohue will prepare support documentation related to said Change Orders and Work Change Directives and furnish change order documents to the Owner in advance of its regular month meetings.
- 1.7 *Shop Drawings and Samples.* Donohue will complete a technical review of shop drawings, product literature, and other submittals for the project's piping systems, and other required items to determine general conformance to the design intent of the project's plans and specifications. It is assumed there will be no more than 10 shop drawings.
- 1.8 *Substitutes and "or-equal."* Donohue will evaluate Construction Contractor's substitution requests for determination of acceptability. Donohue will forward its evaluation of acceptability to Owner for action and Donohue will forward Owner's determination of acceptability to the Construction Contractor.
- 1.9 *Applications for Payment.* Donohue will review the Construction Contractor's application for Payment and accompanying supporting documentation. Such recommendations of payment will be in writing and will constitute Donohue's representation to Owner that, to the best of Donohue's knowledge, information and belief that the Construction Contractor's work has progressed to the point indicated and the quality of such work is generally in accordance with the Contract Documents.
- 1.10 *Startup Services.* It is assumed that start up assistance is not required.
- 1.11 *Substantial Completion.* Promptly after notice from Construction Contractor that he or she considers the entire work ready for its intended use, in company with the Owner and Construction Contractor, Donohue shall conduct a visit to the site to determine if the work is Substantially Complete. If after considering any objections of the Owner, Donohue considers the work to be Substantially Complete; Donohue shall deliver a Certificate of Substantial Completion to the Owner and the respective Construction Contractor.
- 1.12 *Record Documents.* Receive and review annotated "red-lined" record documents for the City's Construction Contract. These annotated record documents are to be assembled by the

Construction Contractor in accordance with the Contract Documents to obtain final payment. Prepare Record Drawings showing appropriate record information based on the Project annotated record documents received from the Construction Contractor. Donohue will forward to the Owner the completed Record Drawing deliverables in the form of AutoCAD files and three 11" x 17" size printed-paper sets. Donohue takes no responsibility for the quality, thoroughness, and accuracy of the "red-lined" record documents provided by the Construction Contractor.

C. PROJECT TIMING

Donohue shall be authorized to commence the services as set forth herein upon execution of this Agreement. Construction related services will be rendered as dictated by the construction activities as they progress based upon twelve (12) months of construction duration, which is from Notice To Proceed to Substantial Completion.

PART II OWNER RESPONSIBILITIES

A. In addition to other responsibilities of Owner set forth in this Agreement, Owner shall:

1. Identify a person authorized to act as the Owner's representative to respond to questions and make decisions on behalf of Owner, accept completed documents, approve payments to Donohue, and serve as liaison with Donohue as necessary for Donohue to complete its Services.
2. Furnish to Donohue copies of existing documents and data pertinent to Donohue's Scope of Services, including but not limited to and where applicable: design and record drawings for existing facilities, surveys, geotechnical and environmental studies, or assessments.
3. Provide to Donohue existing information regarding the existence and locations of utilities and other underground facilities.
4. Provide Donohue safe access to premises necessary for Donohue to provide the Services.

PART III COMPENSATION, BILLING AND PAYMENT

- A. Compensation for the work as defined in the Scope of Services (Part I) of this Agreement shall be in accordance with Donohue's standard chargeout rates in effect at the time the Services are performed. Routine expenses will be billed at cost and subconsultant costs will include a 10% markup. The total cost for these basic Services will not exceed \$51,000 without prior written approval from Owner.
- B. Donohue will bill Owner monthly, with net payment due in 30 days.

- C. Donohue will notify Owner if Project scope changes require modifications to the above-stated contract value. Services relative to scope changes will not be initiated without authorization from Owner.

Exhibit B Payment Terms

**WTP Pipe Cleaning Vault - Construction Phase Services
City of Bloomington, Illinois
2021 Fee Estimate Summary
Donohue & Associates**

IDOT OH Rate 1.4794 14.500%

PM Process

Task Description			Total Hours	Total Direct Labor	IHDC	SBO	OHxDL	FF	Total Cost	Subtotals
	ENG VIII	ENG III								
	\$ 85.10	\$ 51.06								
Construction Phase Services										\$ 50,972
301 Construction Administration	22	60	82	\$ 4,936	\$ 1,200		\$ 7,302.02	\$ 1,948	\$ 15,386	
302 RFI's	7	34	41	\$ 2,332			\$ 3,449.58	\$ 838	\$ 6,620	
303 Shop Drawings	8	43	51	\$ 2,876			\$ 4,255.32	\$ 1,034	\$ 8,166	
304 Construction Observation	8	45	53	\$ 2,979	\$ 400		\$ 4,406.39	\$ 1,129	\$ 8,914	
305 Record Drawings	6	58	64	\$ 3,472			\$ 5,136.60	\$ 1,248	\$ 9,857	
306 Change Order Preparation	3	9	12	\$ 715			\$ 1,057.53	\$ 257	\$ 2,029	
Total	54	249	303	\$ 17,309	\$ 1,600	\$ -	\$ 25,607	\$ 6,455	\$ 50,972	\$ 50,972
Total Direct Labor Dollars by Staff	\$ 4,595	\$ 12,714							TOTAL	\$ 51,000



CONSENT AGENDA ITEM NO. 7.G

FOR COUNCIL: January 24, 2022

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on an Ordinance Authorizing a Construction Contract Between the City of Bloomington and G.A. Rich & Sons, Inc., for the Settled Water Piping Improvements Project (Bid #2022-18), in the Amount of \$301,900, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

-Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

-Objective 2b. Quality water for the long term

BACKGROUND: Public Works is recommending the approval of an Ordinance authorizing a Contract between the City of Bloomington and G.A. Rich & Sons for Settled Water Piping Improvements Construction (Bid #2022-18), in the amount of \$301,900.

The Water Treatment Plant has four ClariCones that soften the water. ClariCones 1 and 2 were installed in 1986, and ClariCones 3 and 4 were installed in 1999. A high-pH lime slurry is added to the ClariCones to remove water hardness by precipitation. Most of the hardness is precipitated as sludge, which is drained from the ClariCones. Some of the hardness remains in the settled water, leaving the ClariCones. This remaining hardness can precipitate in the plant piping as lime scale before the settled water is stabilized by the recarbonation process. Over time, this lime scale builds up in the piping, causing less water to flow out of each ClariCone. If not maintained, these pipes will eventually reduce the Water Treatment Plant capacity to less than the customer demand and result in a daily water shortage. This project will consist of piping modifications to allow access for cleaning equipment and removal of the lime scale from discharge piping for all four ClariCones.



The Public Works Department prepared the Settled Water Piping Improvements Construction project proposal package and advertised the project for competitive bids. Bids for this contract were received until 10:00 AM Wednesday, December 22, 2021, electronically. Staff

received three (3) bids and opened them at 10:06 AM Wednesday, December 22, 2021, streamed live on the City YouTube Website. Of the three bids, the low bidder is not local. Applying the three percent local preference to the next local lowest bidder does not change the lowest bidder as seen in the bid tab below.

G.A. Rich & Sons is the lowest responsible bidder between the three bids. The total bids are charted below.

Contractor	Base Bid	Contingency*	Total (Bid #2022-18)	Total Bid with 3% Local Preference
G.A. Rich and Sons, Inc.	\$260,800.00	\$39,120.00	\$301,900.00	\$301,900.00
Stark Excavating, Inc.	\$385,316.00	\$57,797.40	\$480,513.40	\$466,098.00
George Gildner, Inc.	\$463,000.00	\$69,450.00	\$586,350.00	\$568,759.50

*Contingency is included in the bid and shall be used for unforeseen issues which may arise during the project. This contingency shall be at the City's sole discretion and any amount not used during the project shall revert to the City and not be paid to the contractor.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Bid was advertised in *The Pantagraph* and on *OPENGOV* on December 10, 2021.

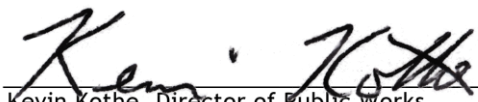
FINANCIAL IMPACT: If approved, \$301,900 will be paid out of Water Mechanical Maintenance-Other Capital Improvement account (50100160-72620). The FY 2022 Budget included \$210,000 for this project. The \$91,900 needed to cover the difference will come from savings realized on the Fort Jesse Tank Rehabilitation project. The Fort Jesse Tank Rehabilitation project came in \$2,140,700 under budget. Stakeholders can locate this project in the FY 2022 Budget Book titled "Other Funds & Capital Improvement" on pages 133, 214, 261, 281 and 282.

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

Respectfully submitted for Council consideration.

Prepared by: Aaron Kinder, Superintendent of Mechanical Maintenance

Reviewed by:



Kevin Kothe, Director of Public Works

1/7/2022



Carla Murillo, Procurement Manager

1/12/2022



Chris Tomerlin, Budget Manager

1/12/2022



Jeffrey R. Jurgens, Corporation Counsel

1/19/2022



Tara Henry, Legislative Assistant & Records Manager

1/20/2022

Attachments:

- PW 2B Ordinance_Settled Water Piping Improvements Construction
- PW 2C Contract_Settled Water Piping Improvements
- PW 2D Bid Tab_Settled Water Piping Improvements

ORDINANCE NO. 2022 - ____

AN ORDINANCE AUTHORIZING A CONSTRUCTION CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND G.A. RICH & SONS, INC., FOR THE SETTLED WATER PIPING IMPROVEMENTS PROJECT (BID #2022-18), IN THE AMOUNT OF \$301,900

WHEREAS, the City of Bloomington (“City”) is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, subject to the provisions of the City Code, City staff is recommending a contract with G.A. Rich & Sons, Inc. (CONTRACTOR) be approved for the Settled Water Piping Improvements (PROJECT) in the amount of \$301,900; and

WHEREAS, PROJECT consists of work necessary piping upgrades and cleaning to critical piping infrastructure; and

WHEREAS, the City Council finds it in the best interest of the City to approve the contract.

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

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

SECTION 2. The contract is approved and the City Manager, or designated representatives, are authorized to execute the Contract, and any other necessary documents to effectuate the purchase. The City Manager, or designee, is further authorized to approve any changes to the work utilizing the contingency amount set forth in the contract and within the contract amount, to the extent the City Manager finds such to be in the best interests of the City.

SECTION 3. 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 4. The City Clerk is hereby 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 approval and publication as required by law.

PASSED this 24th day of January 2022.

APPROVED this ____ day of January 2022.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

**CITY OF BLOOMINGTON
CONTRACT WITH
G.A. Rich & Sons, Inc.
FOR**

Settled Water Piping Improvements

2022

THIS AGREEMENT, dated this _____ day of January, ~~2021~~, is between the City of Bloomington (hereinafter "CITY") and G.A. Rich & Sons, Inc. (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

Section 2. Incorporation of Bid/RFP/RFO & Proposal Terms / Prevailing
~~Rate~~. This work was subject to the following procurement initiative by the CITY:
Settled Water Piping Improvements (Bid#2022-18) (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: Per specifications of Bid #2022-18. Piping improvements and cleaning at the Water Treatment Plant, Lake Bloomington.

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
City Clerk

G.A. Rich & Sons, Inc.

By: _____
Its President

By: _____
Its Project Manager

City of Bloomington, IL
Settled Water Piping Improvements
Bid 2022-18
Bid Evaluation

				G. A. Rich & Sons, Inc.		Stark Excavating, Inc		George Gildner Inc.	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	All sections - All work except for Items #2 & #3	1	LS	\$260,800.00	\$260,800.00	\$385,316.00	\$385,316.00	\$463,000.00	\$463,000.00
2	01 21 00 & General Conditions 11.05 -	1	LS	\$39,120.00	\$39,120.00	\$57,797.40	\$57,797.40	\$69,450.00	\$69,450.00
3	Section 02 10 00 - Settled Water Piping	550	LF	\$3.60	\$1,980.00	\$68.00	\$37,400.00	\$98.00	\$53,900.00
	Total				\$301,900.00		\$480,513.40		\$586,350.00
	Local Preference Reduction				\$0.00		\$14,415.40		\$17,590.50
	Adjusted Total Bid (Evaluation Purpose Only)				\$301,900.00		\$466,098.00		\$568,759.50



CONSENT AGENDA ITEM NO. 7.H

FOR COUNCIL: January 24, 2022

SPONSOR: Public Works Department

WARD IMPACTED: Ward 2

SUBJECT: Consideration and action on an Ordinance Authorizing a Construction Contract Between the City of Bloomington and A&R Mechanical Services, for FY 2022 Sugar Creek Force Main Improvements (Bid #2022-16), in the Amount of \$1,738,665.22, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

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

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5a. Well-planned City with necessary services and infrastructure
- Objective 2c. Functional, well maintained sewer collection system

BACKGROUND: Public Works is recommending the approval of an Ordinance authorizing a Construction Contract Between the City of Bloomington and A&R Mechanical Services, for FY 2022 Sugar Creek Force Main Improvements, in the amount of \$1,738,665.22.

This project is the second of two phases and includes the installation of a new 12-inch force main from the Sugar Creek Pump Station and traversing parallel to the existing 30-inch force main for nearly 17,300 feet to the Bloomington-Normal Water Reclamation District. The Sugar Creek Pump Station Improvements project, phase one, is on-going and expected to be substantially completed by the end of May 2022.

The purpose of this work is to reduce the size of the force main and adjust the pump station infrastructure to match the current typical pumping requirements and provide redundancy with a second force main. The redundancy is necessary in case of a failure of the existing force main. With an additional force main, it will minimize the risk of major sanitary sewer overflow that could result in Illinois Environmental Protection Agency violations and would be expensive to clean up.

The Public Works Department prepared plans and specifications for FY 2022 Sugar Creek Force Main Improvements and advertised the project for competitive bids beginning on November 18, 2021. Bids for this contract were received until 11:00 AM, January 5, 2022, in the office of the City Clerk. Staff received three bids and opened them electronically at 11:05 AM, January 5, 2022. Of the three bids, the low bidder is not local. Stark Excavating Inc. is a local company and the local preference consideration of \$50,000 reduction for bids over \$1,000,000 was applied for evaluation. Even with the local preference applied, A&R

Mekchanical Services is still the lowest, responsive, and responsible bidder as seen in the table below.

Contractor	Base Bid	Contingency*	Total (Bid #2022-22)	Total Bid with Local Preference
A&R Mechanical Services	\$1,638,665.22	\$100,000	\$1,738,665.22	\$1,738,665.22
G.A. Rich & Sons, Inc.	\$1,924,307.15	\$100,000	\$2,024,307.15	\$2,024,307.15
Stark Excavating, Inc.	\$1,757,316.00	\$100,000	\$1,857,316.00	\$1,807,316.00

Public Works did not receive any other complete bids.

*Contingency is included in the bid and shall be used for unforeseen issues which may arise during the project. This contingency shall be at the City's sole discretion and any amount not used during the project shall revert to the City and not be paid to the contractor.

The completion date for this project is specified as 180 calendar days from the issuance of the written Notice to Proceed.

Maurer Stutz, Inc. (MSI), is the engineering firm hired by the City for this project. MSI prepared the bidding documents and the estimate for the project. The City based its budget projections for this project on the MSI supplied Opinion of Probable Cost, in the amount of \$1,531,449.20, which was submitted in the preliminary phase of the MSI engineering work. The City budgeted \$1,600,000 for this work.

The bid prices averaged approximately 11.9 percent higher than the estimated prices. However, there were seven of the sixteen pay items that were lower than the estimate provided by MSI. The 11.9 percent increase is more than likely due to inflationary pressures and supply issues. To complete the second phase of the of the pump station and force main projects, there are no items that can be removed to obtain a lower bid price if the project were to be re-bid. Therefore, staff recommends that the City accept the bid prices as submitted by A&R Mechanical Services.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Bids was advertised in *The Pantagraph* and on *OPENGOV* on Thursday, November 18, 2021.

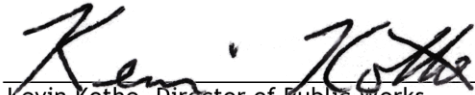
FINANCIAL IMPACT: If approved, the awarded contract amount of \$1,738,665.22 will be paid out of the Sanitary Sewer-Sewer Construction & Improvement account (51101100-72550). The additional \$138,665.22 over the \$1,600,000 budget to pay for the project will come from delaying the Gray Avenue Sanitary Sewer (300 Block) project (51101100-72550) budgeted at \$200,000 in FY 2022. Stakeholders can locate this in the FY 2022 Budget Book titled "Other Funds & Capital Improvement" on pages 139, 215, 300, 312 and 313.

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

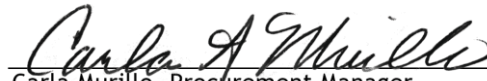
Respectfully submitted for Council consideration.

Prepared by: Ward Snarr, Civil Engineer II

Reviewed by:


Kevin Kothe, Director of Public Works

1/10/2022


Carla Murillo, Procurement Manager

1/12/2022


Chris Tomerlin, Budget Manager

1/12/2022

George Boyle
George Boyle, Assistant Corporation Counsel

1/18/2022


Tara Henry, Legislative Assistant & Records Manager

1/20/2022

Attachments:

- PW 4B Ordinance_FY22 Sugar Creek Force Main Improvements
- PW 4C Contract_FY22 Sugar Creek Force Main Improvements
- PW 4D Bid Tab_FY22 Sugar Creek Force Main Improvements
- PW 4E Overall Plan_FY22 Sugar Creek Force Main Improvements

ORDINANCE NO. 2022 - ____

AN ORDINANCE AUTHORIZING A CONSTRUCTION CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND A&R MECHANICAL SERVICES, FOR FY2022 SUGAR CREEK FORCE MAIN IMPROVEMENTS (BID #2022-16), IN THE AMOUNT OF \$1,738,665.22

WHEREAS, the City of Bloomington ("City") is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, subject to the provisions of the City Code, City staff is recommending a contract with A&R Mechanical Services (CONTRACTOR), be approved for the FY2022 Sugar Creek Force Main Improvements (PROJECT) in the amount of **\$1,738,665.22**; and

WHEREAS, PROJECT consists of the installation of approximately 17,300 feet of 12-inch sanitary sewer force main, 3 air/vacuum relief manholes and a contingency line item; and

WHEREAS, the City Council finds it in the best interest of the City to approve the contract;

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

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

SECTION 2. The contract is approved and the City Manager, or designated representatives, are authorized to execute the Contract, and any other necessary documents to effectuate the purchase. The City Manager, or designee, is further authorized to approve any changes to the work utilizing the contingency amount set forth in the contract and within the contract amount, to the extent the City Manager finds such to be in the best interests of the City.

SECTION 3. 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 4. The City Clerk is hereby 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 approval and publication as required by law.

PASSED this 24th day of January 2022.

APPROVED this ____ day of January 2022.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

**CITY OF BLOOMINGTON
CONTRACT WITH
A&R MECHANICAL SERVICES
FOR**

the FY 2022 SUGAR CREEK FORCE MAIN IMPROVEMENTS project

THIS AGREEMENT, dated this 24th day of January _____, 2022, is between the City of Bloomington (hereinafter "CITY") and A&R MECHANICAL SERVICES (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: FY 2022 SUGAR CREEK FORCE MAIN IMPROVEMENTS BID #2022-16 (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: FY 2022 Sugar Creek Force Main Improvements including 17,307 feet of 12" force main and other work items related to the force main installation

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

A&R MECHANICAL SERVICES

By: _____
Its City Manager

By: [REDACTED] William M. Walter
Its President

ATTEST:

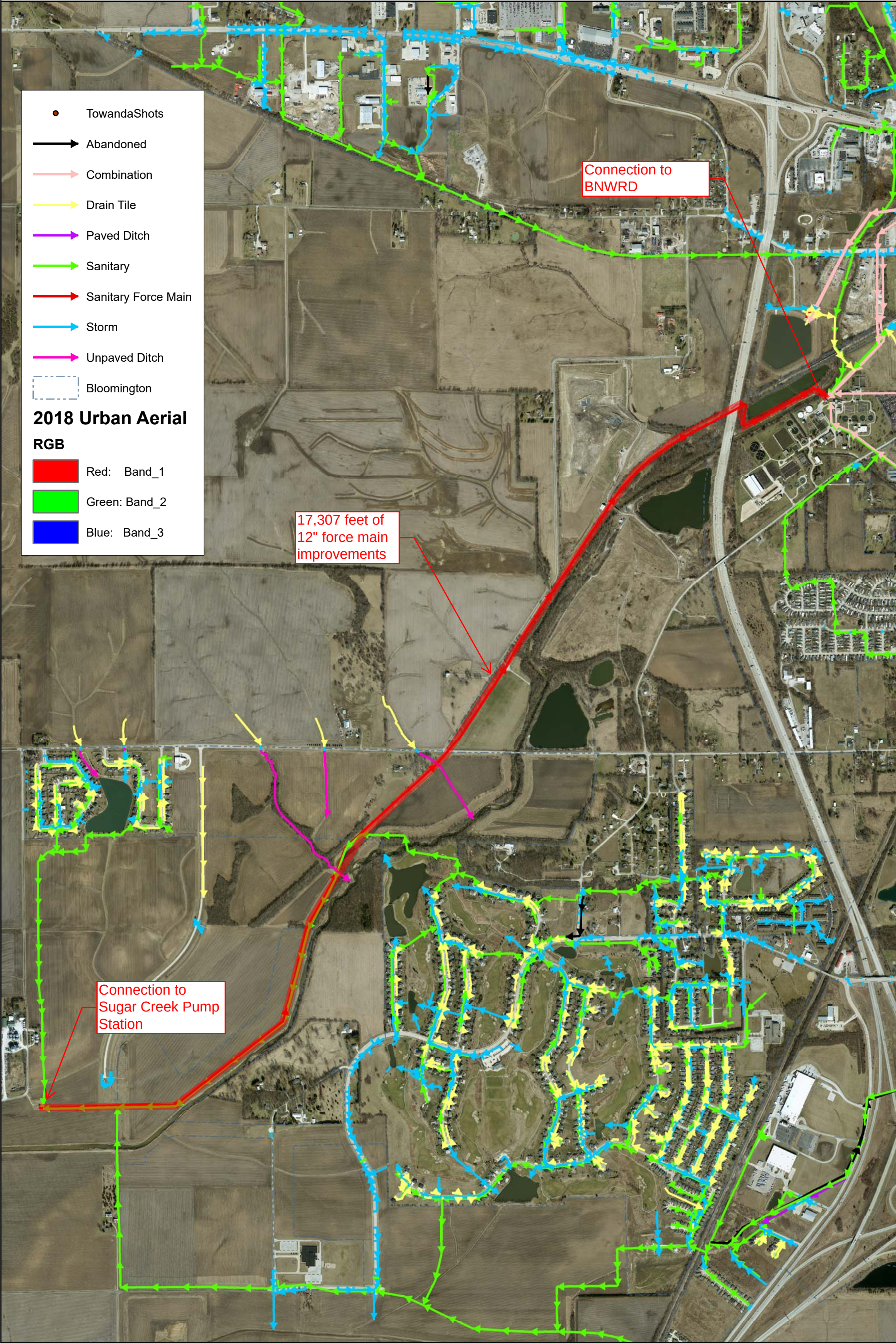
By: _____
City Clerk

By: [REDACTED] Justin Weidner
Its Civil Division Manager

CITY OF BLOOMINGTON
FY 2022 Sugar Creek Force Main Improvements
PROJECT NO. # 50-29-13013-20-01
Bid No. 2022-16
Bid Tabulation

Bid Opening Date: 01/05/2022
Bid Opening Time: 11:05 AM
Prepared By: WFS 01/05/2022
Attended By: Misty Shafer

		Budget	Award			LOW BID					
A. Force Main Improvements.				ENGINEERS ESTIMATE		A&R Mechanical Services		G.A. Rich & Sons, Inc.		Stark Excavating	
BASE BID		\$1,600,000.00	\$1,738,665.22								
ITEM	DESCRIPTION	UNIT	APPROX. QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	Install 12" SDR 21 PVC force main incl. bedding & earth backfill	LF	16,292	\$ 64.00	\$1,042,688.00	\$71.55	\$1,165,692.60	\$81.10	\$1,321,281.20	\$70.50	\$1,148,586.00
2	Install 12" SDR 21 PVC restrained joint force main by directional drilling	LF	677	\$ 160.00	\$108,320.00	\$210.64	\$142,603.28	\$186.50	\$126,260.50	\$230.00	\$155,710.00
3	Install 12" SDR 21 PVC restrained joint force main in existing 42" casing	LF	338	\$ 150.00	\$50,700.00	\$119.78	\$40,485.64	\$221.00	\$74,698.00	\$188.00	\$63,544.00
4	Install combination air release/air vacuum valve incl. vault	EA	3	\$ 7,000.00	\$21,000.00	\$11,598.99	\$34,796.97	\$23,947.00	\$71,841.00	\$8,350.00	\$25,050.00
5	Gravel pavement removal & replacement	SF	13,400	\$ 3.00	\$40,200.00	\$2.62	\$35,108.00	\$2.10	\$28,140.00	\$1.75	\$23,450.00
6	CM-11 backfill	LF	1,725	\$ 12.00	\$20,700.00	\$52.63	\$90,786.75	\$52.00	\$89,700.00	\$68.75	\$118,593.75
7	Pressure test force main	LF	17,307	\$ 1.60	\$27,691.20	\$1.02	\$17,653.14	\$1.35	\$23,364.45	\$0.75	\$12,980.25
8	Connect force main to chamber at treatment plant	LS	1	\$ 4,000.00	\$4,000.00	\$8,191.30	\$8,191.30	\$13,374.00	\$13,374.00	\$2,400.00	\$2,400.00
9	Grading and seeding	LS	1	\$ 55,000.00	\$55,000.00	\$22,494.00	\$22,494.00	\$88,376.00	\$88,376.00	\$16,000.00	\$16,000.00
10	Temporary traffic control	LS	1	\$ 3,000.00	\$3,000.00	\$4,211.33	\$4,211.33	\$1,000.00	\$1,000.00	\$1,600.00	\$1,600.00
11	Mobilization & demobilization	LS	1	\$ 5,000.00	\$5,000.00	\$20,159.51	\$20,159.51	\$6,300.00	\$6,300.00	\$123,036.00	\$123,036.00
12	Tree & brush removal	LS	1	\$ 25,000.00	\$25,000.00	\$34,027.60	\$34,027.60	\$29,542.00	\$29,542.00	\$39,000.00	\$39,000.00
13	Silt fence	LF	1,150	\$ 5.00	\$5,750.00	\$3.89	\$4,473.50	\$9.00	\$10,350.00	\$3.00	\$3,450.00
14	Contigency	LS	1	\$ 100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
15	Gravel path at soccer fields	SF	7,600	\$ 2.00	\$15,200.00	\$1.55	\$11,780.00	\$3.00	\$22,800.00	\$2.25	\$17,100.00
16	Concrete pad replacement	SF	480	\$ 15.00	\$7,200.00	\$12.92	\$6,201.60	\$36.00	\$17,280.00	\$14.20	\$6,816.00
TOTAL BASE BID					\$1,531,449.20		\$1,738,665.22		\$2,024,307.15		\$1,857,316.00



TowandaShots

Abandoned

Combination

Drain Tile

Paved Ditch

Sanitary

Sanitary Force Main

Storm

Unpaved Ditch

Bloomington

2018 Urban Aerial

RGB

Red: Band_1

Green: Band_2

Blue: Band_3



CONSENT AGENDA ITEM NO. 7.I

FOR COUNCIL: January 24, 2022

SPONSOR: Public Works Department

WARD IMPACTED: Ward 2

SUBJECT: Consideration and action on an Ordinance Approving (a) an Easement Agreement Between Hall Farms Trust and the City of Bloomington, (b) an Easement Agreement Between Nord Farmers, Inc. and the City of Bloomington, and (c) an Easement Agreement Between CWP Bloomington Farms, LLC and the City of Bloomington, in Conjunction with the FY 2022 Sugar Creek Force Main Improvements Project, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

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

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5a. Well-planned City with necessary services and infrastructure
- Objective 2c. Functional, well maintained sewer collection system

BACKGROUND: Public Works is recommending the approval of an Ordinance approving (a) an Easement Agreement between Hall Farms Trust and the City of Bloomington, (b) an Easement Agreement between Nord Farmers, Inc. and the City of Bloomington, and (c) an Easement Agreement between CWP Bloomington Farms, LLC and the City of Bloomington, in conjunction with the FY 2022 Sugar Creek Force Main Improvements project. All three permanent and temporary easements are needed for the construction of the project. The details and locations of the agreements can be found in the attached documents.

Project Need

This project is the second of two phases and includes the installation of a new 12-inch force main from the Sugar Creek Pump Station and traversing parallel to the existing 30-inch force main for nearly 17,300 feet to the Bloomington-Normal Water Reclamation District. The Sugar Creek Pump Station Improvements project, phase one, is on-going and expected to be substantially completed by the end of May 2022.

The purpose of this work is to reduce the size of the force main and adjust the pump station infrastructure to match the current typical pumping requirements and provide redundancy with a second force main. The redundancy is necessary in case of a failure of the existing force main. An additional force main will minimize the risk of major sanitary sewer overflow that could result in Illinois Environmental Protection Agency violations and that would be expensive to clean up.

Project Design Schedule

The Public Works Department prepared plans and specifications for the FY 2022 Sugar Creek Force Main Improvements and advertised the project for competitive bids beginning on November 18, 2021. Bids for this contract were received until 11:00 AM, January 5, 2022, in the office of the City Clerk. Another item on this Council agenda is for the approval of this apparent low bid.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Bud Hall (Hall Farms Trust), Tim Nord & Paul Nord (Nord Farmers, Inc.), and Troy Coziahr and Charles Palmer (CWP Bloomington Farms, LLC)

FINANCIAL IMPACT: If approved, the City will pay \$5,260, \$1,600, and \$3,400, totaling \$10,260 respectively as consideration for these agreements. If approved, the total cost of \$10,260 for these agreements will be paid out of the Sanitary Sewer-Other Purchased Services account (511011-70690). Stakeholders can locate this in the FY 2022 Budget Book titled "Other Funds & Capital Improvement" on pages 139.

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

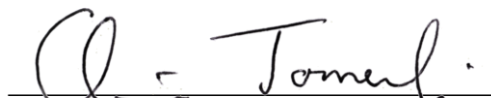
Respectfully submitted for Council consideration.

Prepared by: Jim Karch, Assistant City Engineer

Reviewed by:


Kevin Kothe, Director of Public Works

1/10/2022


Chris Tomertin, Budget Manager

1/11/2022

George Boyle
George Boyle, Assistant Corporation Counsel

1/19/2022


Tara Henry, Legislative Assistant & Records Manager

1/20/2022

Attachments:

- PW 7B Ordinance FY22 Sugar Creek Force Main Improvements
- PW 7C Agreement A_FY22 Sugar Creek Force Main Improvements Land Acquisition
- PW 7D Map A_FY22 Sugar Creek Force Main Improvements Land Acquisition
- PW 7E Agreement B_FY22 Sugar Creek Force Main Improvements Land Acquisition
- PW 7F Map B_FY22 Sugar Creek Force Main Improvements Land Acquisition
- PW 7G Agreement C_FY22 Sugar Creek Force Main Improvements Land Acquisition
- PW 7H Map C_FY22 Sugar Creek Force Main Improvements Land Acquisition

ORDINANCE NO. 2022 - ____

AN ORDINANCE APPROVING (A) AN EASEMENT AGREEMENT BETWEEN HALL FARMS TRUST AND THE CITY OF BLOOMINGTON, (B) AN EASEMENT AGREEMENT BETWEEN NORD FARMERS, INC. AND THE CITY OF BLOOMINGTON, AND (C) AN EASEMENT AGREEMENT BETWEEN CWP BLOOMINGTON FARMS, LLC AND THE CITY OF BLOOMINGTON, IN CONJUNCTION WITH THE FY 2022 SUGAR CREEK FORCE MAIN IMPROVEMENTS PROJECT

WHEREAS, the City of Bloomington is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, the City of Bloomington owns and operates a sewer system; and

WHEREAS, in order to maintain and improve said system it is necessary to install approximately 17,300 feet of 12-inch sanitary sewer force main; and

WHEREAS, in order to accomplish said installation, City staff have recommended that the City enter into the above referenced easement agreements; and

WHEREAS, the City Council has the power to pass and approve this ordinance and accept said easements; and

WHEREAS, the City Council finds it to be in the best interest of the City that said easement agreements be approved and said easements accepted.

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

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

SECTION 2. That the easement agreements between Hall Farms Trust, Nord Farmers, Inc. and CWP Bloomington Farmers, LLC, and the City of Bloomington are approved and the easements referenced in said agreements are hereby accepted.

SECTION 3. This Ordinance shall be effective upon its passage and approval.

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

PASSED this 24th day of January 2022.

APPROVED this ____ day of January 2022.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

Prepared by / Return to:
City of Bloomington, IL
Jim Karch
115 E Washington Street
P.O. Box 3157
Bloomington, IL 61702-3157
Telephone: 309-434-2225

PERMANENT AND TEMPORARY EASEMENT AGREEMENT

This Permanent and Temporary Easement Agreement (Agreement) is made as of this 28th day of October, 2021, by and between Heartland Bank, as Trustee under Trust Agreement dated July 1, 1982 and known as the Hall Farms Trust, (Grantor), and the City of Bloomington, Illinois, a Municipal Corporation (City).

RECITALS

A. Grantor owns certain real property around 2404 Six Points Road in Bloomington, Illinois, and more particularly specified as Parcel No. 20-13-200-007, 20-13-100-003 as shown on the map in Exhibit A attached hereto (the Property).

B. The City is constructing a secondary sanitary sewer force main out of the Sugar Creek Lift Station parallel to an existing force main located on the Property (collectively, the Improvements).

C. In order to facilitate the Improvements, the Grantor agrees to reaffirm the grant to the City of a certain permanent easement and to grant the City a temporary easement over the Property (the Easements).

D. The parties originally agreed to the permanent easement in 1995, but did not record it. At that time, the City paid Hall Farms Trust \$5,743.73 for said easement.

Now therefore, in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the City agree as follows:

AGREEMENT

1. Grant of Permanent Easement.

- (a) Grantor hereby reaffirms, grants and conveys unto the City a permanent easement in, on, over, under, through and across the Property. Said easement is legally described in Appendix A and depicted in Exhibit A attached hereto. Said easement shall be used for the purposes of clearing, trenching for, laying, constructing, operating, altering, maintaining and removing a sewer main and all necessary appurtenances thereto.
- (b) Utilizing trenchless construction methods, the City shall place the invert of the proposed force main nine feet below the existing ground under the eight trees next to the driveway of 2404 Six Points Road.
- (c) Grantor may not place, build, construct or erect any permanent structure on the permanent easement area without the express, written consent of the Grantee.

2. Grant of Temporary Easement. Grantor hereby grants unto the City a Temporary Easement in, on, over, under, through and across the property legally described in Appendix A as the Temporary Easement area and depicted as the Temporary Easement area on Exhibit A. The City's rights in and to the Temporary Easement shall expire upon completion of the construction and installation of the Improvements, restoration of the Property, and final inspection. In any event, the term of the grant of the Temporary Easement shall not exceed a period of five years from the date of this Agreement.

3. Scope of Easement. The City and the City's agents, employees, designees, contractors, guests, invitees, successors, and assigns, and all those acting by or on behalf of the City, shall have the right, privilege, and easement to use and occupy Permanent and Temporary Easements at all times convenient and necessary for purposes of facilitating the construction of the Improvements, including, but not limited to, the right of entry, access, occupation, and staging excavated earth. The City has the right to alter the slope or grade of the Sewer Easement and the right to trim and/or cut down or eliminate trees, shrubbery, undergrowth, brush, or other landscaping, excepting the trees near the driveway of 2404 Six Points Road referenced in paragraph 1(b), above, as well as to remove other obstructions or possible hazards, within the Easements to the extent, in the sole judgment of the City, necessary to prevent interference with the efficient, safe, or convenient construction of the Improvements.

4. Consideration. The City agrees to pay to Grantor the sum of \$5,260 as consideration for this Agreement.

5. Restoration of Property. Following construction and installation of the improvements, the City shall:

- (a) remove from the Sewer Easement all debris, surplus material, and construction equipment;

- (b) blend grades and elevations of land and driveways and restore the surface of the Easements to smooth contours; and
- (c) restore Grantor's fences, driveways, and permanent structures disturbed by the City's use of the Easements to a reasonable approximation of the condition that existing prior to such use; and
- (d) repair or replace any farm tiles damaged by said construction and installation.

6. Authority and Warranty of Title. The Grantor warrants that the Grantor is the owner of the Property and has the right, title and capacity to grant the Easements to the City.

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

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

9. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the heirs, successors and assigns of the respective parties hereto and shall run with the title to the Property.

10. Governing Law. This agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois.

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

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

[SIGNATURE PAGE FOLLOWS]

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

Heartland Bank, as Trustee under Trust
Agreement dated July 1, 1982 and
known as the Hall Farms Trust

City of Bloomington,
a Municipal Corporation

By:

[Redacted Signature]

Senior Vice President

By:

Mboka Mwilambwe
Mayor

Attest:

[Redacted Signature]

Asst. Nat. Vice President

Attest:

Leslie Smith-Yocum
City Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

I, the undersigned, a Notary Public in and for the above County and State, HEREBY CERTIFY that Tom Hend, as Senior Vice President and Bradley Hahnline, as Asst Vice President of Heartland Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument, pursuant to authority, as their free and voluntary act of the City of Bloomington for the uses and purposes therein stated.

Given under my hand and seal, this 28th day of October, 2021.

Charleston Porter

Notary Public

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)



I, the undersigned, a Notary Public in and for the above County and State, HEREBY CERTIFY that Mboka Mwilambwe, as Mayor and Leslie Smith-Yocum, as City Clerk of the City of Bloomington, an Illinois municipal corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person

and acknowledged that they signed, sealed, and delivered said instrument, pursuant to authority,
as their free and voluntary act of the City of Bloomington for the uses and purposes therein stated.

Given under my hand and seal, this ____ day of _____, ~~2021~~²⁰²².

Notary Public

APPENDIX A

Description of Property Burdened by Easement:

Tract 1: The Northwest Quarter of Section 13, Township 23 North, Range 1 East of the Third Principal Meridian, except that part of the Northwest Quarter of said Section 13 lying south and east of Sugar Creek (as now located), in McLean County, Illinois. Tract 2: The North Half of the Northeast Quarter of Section 13, Township 23 North, Range 1 East of the Third Principal Meridian, in McLean County, Illinois.

Description of Centerline of Existing Force Main:

Beginning at a point on the South Line of the Northwest Quarter of said Section 13, lying 1114 feet west of the Southeast Quarter thereof, said point being labeled "A" on the attached plat. From said Point of Beginning, thence northeast 853.53 feet along a line which forms an angle of 64°-45'-51" as measured from east to northeast with said South Line to a point labeled "B" on the attached plat; thence northeast 479.54 feet along a line which forms an angle to the left of 188°-03'-30" with the last described course to a point labeled "C" on the attached plat; thence northeast 285.63 feet along a line which forms an angle to the left of 151°-44'-35" with the last described course to a point labeled "D" on the attached plat; thence continuing northeast 1030.95 feet along the northeasterly extension of the last described course to a point labeled "E" on the attached plat; thence northeast 200.06 feet along a line which forms an angle to the left of 181°-25'-56" with the last described course to a point labeled "F" on the attached plat; thence northeast 46.75 feet along a line which forms an angle to the left of 178°-34'-04" with the last described course to a point of curve; thence northeast 494.56 feet along the arc of said curve being concave to the northwest with a radius of 2884.93 feet and the 493.96 foot chord of said arc forms an angle to the left of 184°-54'-40" with the last described course to the North Line of said Section 13 being a point labeled "G" on the attached plat.

Centerline of Sanitary Sewer Easement:

Beginning at Point "D" on the centerline of said Force Main. From said Point of Beginning, thence east 657.61 feet along a line which forms an angle of 136°-24'-08" as measured to the left from Point "C" on said Force Main; thence southeast 76.4 feet along a line which forms an angle to the left of 101°-08'-29" with the last described course to the South Line of the North Half of said Northeast Quarter.

Permanent Sanitary Sewer and Sewer Force Main Easement:

A strip of land 40 feet in width lying 10 feet northwest of and 30 feet southeast of said Force Main from Point "A" to Point "C" on said Force Main Centerline; also a strip of land 45 feet in width lying 15 feet northwest of and 30 feet southeast of said Force Main from Point "C" to Point "D" on said Force Main Centerline; also, a strip of land 25 feet in width lying 15 feet northwest of and 10 feet southeast of said Force Main from Point "D" to Point "E" on said Force Main Centerline; also, a strip of land transitioning from a width of 25 feet of said Point "E" to 20 feet at Point "F" on said Force Main Centerline, said strip being 10 feet on each side of said Centerline at said Point

"E"; also, a strip of land 20 feet in width lying 10 feet on each side of said Force Main from Point "F" to Point "G" on said Force Main Centerline, Point "G" also being on the North Line of said Section 13; also, a strip of land 20 feet in width lying 10 feet on each side of the Centerline of said Sanitary Sewer beginning at Point "D" on said Force Main Centerline and extending east and southeast to the South Line of the North Half of said Northeast Quarter.

Temporary Easement Area:

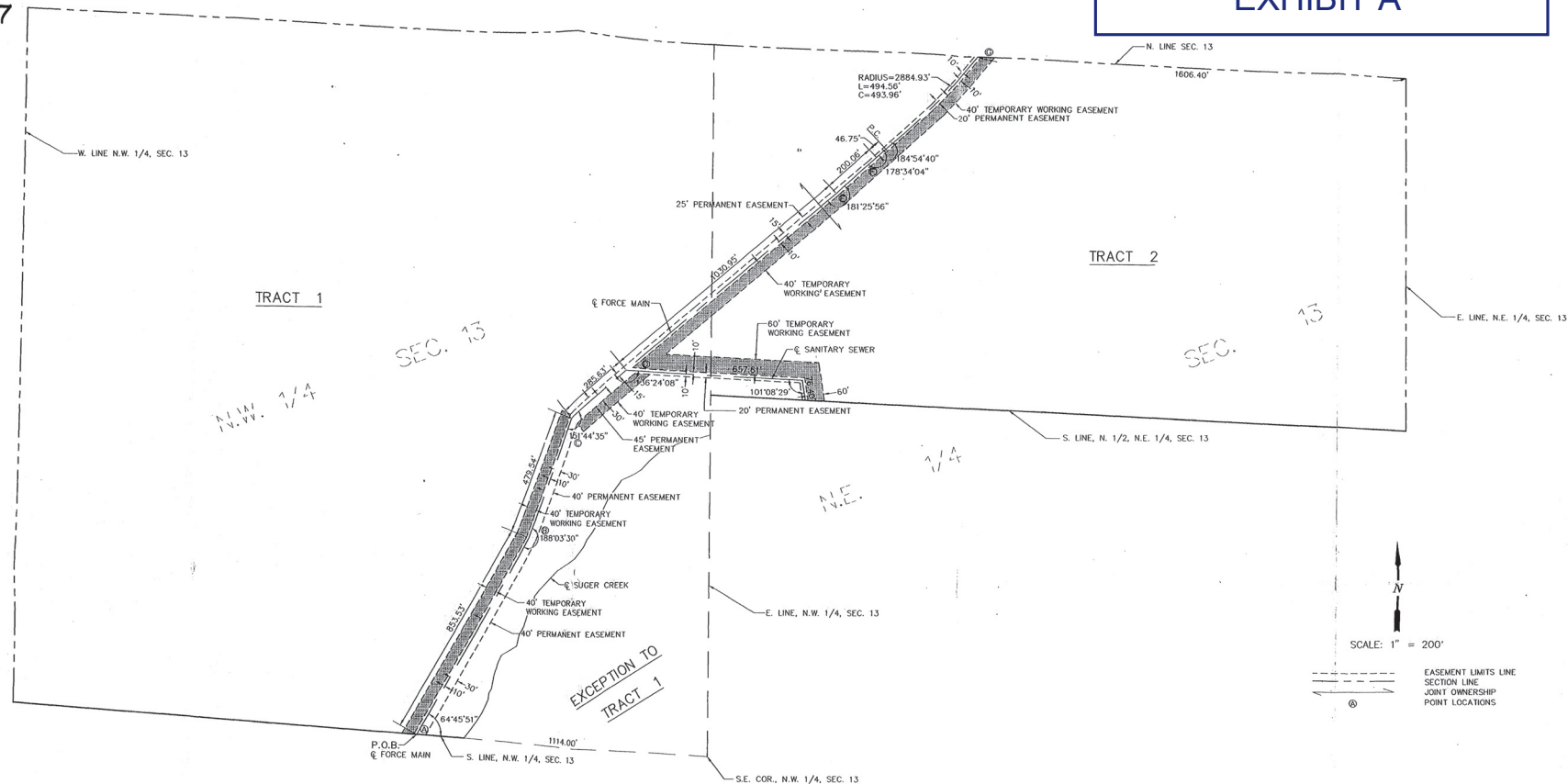
A strip of land 40 feet in width lying northwest of and adjacent to the Northwest Line of said Permanent

Easement from said Point "A" to said Point "C"; also, a strip of land 40 feet in width lying southeast of and adjacent to the Southeast Line of said Permanent Easement from said Point "C" to said Point "G" on said Force Main Centerline; also, strip of land 60 feet in width lying north and northeast of said Sanitary Sewer Easement from Point "D" on said Force Main Centerline east and southeast to the South Line of the North Half of said Northeast Quarter.

Pin No.: 20-13-100-008 and 20-13-101-001 and 20-13-201-006 and 20-13-201-005

Hall Farms Trust
20-13-200-007

EXHIBIT A



Owner: The Peoples Bank, as Trustee under Trust Agreement dated July 1, 1982 and known as the Hall Farms Trust

Description of Property

Tract 1: The Northwest Quarter of Section 13, Township 23 North, Range 1 East of the Third Principal Meridian, except that part of the Northwest Quarter of said Section 13 lying south and east of Sugar Creek (as now located), in McLean County, Illinois.

Tract 2: The North Half of the Northeast Quarter of Section 13, Township 23 North, Range 1 East of the Third Principal Meridian, in McLean County, Illinois.

Description of Centerline of Force Main: Beginning at a point on the South Line of the Northwest Quarter of said Section 13, lying 1114 feet west of the Southeast Corner thereof, sold along a line which forms an angle of 64°-45'-51" as measured from east to northeast with said South Line to a point labeled "B" on this plot; thence northeast 479.54 feet along a line which forms an angle to the left of 188°-03'-30" with the last described course to a point labeled "C" on this plot; thence northeast 285.63 feet along a line which forms an angle to the left of 151°-44'-35" with the last described course to a point labeled "D" on this plot; thence continuing northeast 1030.95 feet along the northeasterly extension of the last described course to a point labeled "E" on this plot; thence northeast 200.06 feet along a line which forms an angle to the left of 181°-25'-56" with the last described course to a point labeled "F" on this plot; thence northeast 46.75 feet along a line which forms an angle to the left of 178°-34'-04" with the last described course to a point of curve; thence northeast 494.56 feet along the arc of said curve being concave to the northwest with a radius of 2884.93 feet and the 493.96 foot chord of said arc forms an angle to the left of 184°-54'-40" with the last described course to the North Line of said Section 13 being a point labeled "G" on this plot.

Description of Centerline of Sanitary Sewer: Beginning at Point "D" on the centerline of said Force Main, from said Point of Beginning, thence east 657.61 feet along a line which forms an angle of 136°-24'-08" as measured to the left from Point "C" on said Force Main; thence southeast 76.4 feet along a line which forms an angle to the left of 101°-08'-29" with the last described course to the South Line of the North Half of said Northeast Quarter.

Permanent Sanitary Sewer and Force Main Easement Required:

A strip of land 40 feet in width lying 10 feet northwest of and 30 feet southeast of said Force Main from Point "A" to Point "C" on said Force Main Centerline; also, a strip of land 45 feet in width lying 15 feet northwest of and 30 feet southeast of said Force Main from Point "C" to Point "D" on said Force Main Centerline; also, a strip of land 25 feet in width lying 15 feet northwest of and 10 feet southeast of said Force Main from Point "D" to Point "E" on said Force Main Centerline; also, a strip of land transitioning from a width of 25 feet of said Point "E" to 20 feet of Point "F" on said Force Main Centerline, said strip being 10 feet on each side of said Centerline of said Point "F"; also, a strip of land 20 feet in width lying 10 feet on each side of said Force Main from Point "F" to Point "G" on said Force Main Centerline, Point "G" also being on the North Line of said Section 13; also, a strip of land 20 feet in width lying 10 feet on each side of the Centerline of said Sanitary Sewer beginning at Point "D" on said Force Main Centerline and extending east and southeast to the South Line of the North Half of said Northeast Quarter.

Temporary Easement for Working Purposes Only During Construction:

A strip of land 40 feet in width lying northwest of and adjacent to the Northwest Line of said Permanent Easement from said Point "A" to said Point "C"; also, a strip of land 40 feet in width lying southeast of and adjacent to the Southeast Line of said Permanent Easement from said Point "C" to said Point "D"; also, a strip of land 60 feet in width lying north and northeast of said Sanitary Sewer Easement from Point "D" on said Force Main Centerline east and southeast to the South Line of the North Half of said Northeast Quarter.

Lineal Feet of Sewer and Force Main Across said Property:

Force Main = 3391
Sanitary Sewer = 2346
Total = 5737

FAIRBROTHER & WYLLIE, P.C.
2709 McGraw Drive
Bloomington, IL 61704

By *Charles E. Hurliman*
Charles E. Hurliman
Professional Land Surveyor No. 2285



CITY OF BLOOMINGTON
SOUTHWEST INTERCEPTOR

SEWER EASEMENT

DESIGNED BY D. CHALKEY	DATE 4-26-95	CHECKED BY W. WYLLIE	DATE 5-1-95	FILE NO. 24-4662-13	SHEET NO. 1 of 1

N.E. 1/4 & N.W. 1/4, SEC. 13, T.23N, R.1E., 3 P.M.

Prepared by / Return to:

City of Bloomington, IL
Jim Karch
115 E Washington Street
P.O. Box 3157
Bloomington, IL 61702-3157
Telephone: 309-434-2225

EASEMENT AGREEMENT

This Easement Agreement (this “**Agreement**”) is made as of _____, 202~~1~~² by and between the undersigned owner, or authorized representative of the owner, of the property referenced below, hereinafter referred to as “**Grantor**”, and the City of Bloomington, Illinois, a Municipal Corporation (the “**City**”).

RECITALS

- A. Grantor owns certain real property north of Six Points Road and east of Rabbit Hill Road in Bloomington, Illinois (the “Property”).
- B. Grantor has granted the City a permanent and temporary easement recorded as Document Number 96-1628, which is described in Exhibit A attached hereto. With this agreement, Grantor agrees to modify said permanent easement to include the area depicted in Exhibit B to construct a sanitary sewer force main. Additionally, Grantor acknowledges that Grantee will be allowed to use the permanent and temporary easement granted in Document Number 96-1628 and described in Exhibit A for the purposes set forth herein.
- C. The City is constructing a secondary sanitary sewer force main out of the Sugar Creek Lift Station parallel to an existing force main located on the Property (collectively, the “Improvements”).
- D. In order to facilitate the Improvements, the Grantor agrees to grant to the City the permanent easement over the property described in Exhibit B.

Now therefore, in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the City agree as follows:

AGREEMENT

1. **Grant of Permanent Easement.** Grantor hereby grants and conveys unto the City a permanent easement in, on, over, under, through and across the Property shown in Exhibit B attached hereto (the “Easement Premises”) for the uses and purposes described herein.

2. Scope of Permanent Easement. The City and the City's agents, employees, designees, contractors, guests, invitees, successors, and assigns, and all those acting by or on behalf of the City, shall have the right, privilege, and easement to use and occupy the Easement Premises at all times convenient and necessary for purposes of facilitating the construction and maintenance of the Improvements, including but not limited to the right of entry, access, occupation, and staging excavated earth. The City has the right to alter the slope or grade of the Easement Premises and the right to trim and/or cut down or eliminate trees, shrubbery, undergrowth, brush, or other landscaping, as well as to remove other obstructions or possible hazards, within the Easement Premises to the extent, in the sole judgment of the City, necessary to prevent interference with the efficient, safe, or convenient construction of the Improvements and in order to perform maintenance thereof.

3. Consideration. The City agrees to pay to Grantor the sum of \$1,600 as consideration for this Agreement. In addition, the following items will be added to the construction plans or completed prior to construction of Improvements:

- (a) Twenty (20) foot wide double fence gate with barbed wire to match existing height for access shall be placed as field located with the owner both for the project use and for the future use of the property owner.
- (b) Eight (8) foot wide six-inch gravel white rock path over the sewer trench beside the current soccer field for use by the Grantor. Any settlement of the path within 12 months of completion of the path will be corrected.
- (c) Half of the handicap parking spot in the parking lot will be removed and replaced as part of the Improvements.
- (d) Restoration of existing parking lot to occur to conform with existing condition.

4. Restoration of Property. Following construction and installation of the Improvements, the City shall:

- (a) remove from the Easement Premises all debris, surplus material, and construction equipment;
- (b) blend grades and elevations of land and driveways and restore the surface of the Easement Premises to smooth contours; and
- (c) restore Grantor's fences, driveways, and permanent structures disturbed by the City's use of the Easement Premises to a reasonable approximation of the condition that existing prior to such use.

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

6. Indemnity. The City shall indemnify and hold the Grantor harmless from any liability, claims, suits, demands, actions, loss, damage, and expense for injury to persons or damage to property caused by the City, or

the City's agents, employees, representatives, designees, contractors, guests, invitees, successors and assigns, and all other acting by or on behalf of the City, in the exercise of the rights granted under this Agreement, except to the extent resulting from Grantor's negligence or intentional misconduct.

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

8. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the heirs, successors and assigns of the respective parties hereto and shall run with the title to the Property.

9. Governing Law. This agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois.

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

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

[SIGNATURE PAGE FOLLOWS]

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

[REDACTED]

Douglas S. Nord, Secretary, Nord Farmers, Inc., Grantor

STATE OF ILLINOIS

)

)

SS.

COUNTY OF MCLEAN

)

I, the undersigned, a Notary Public in and for the above County and State, HEREBY CERTIFY that the grantor, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act, for the uses and purposes therein stated, including the release and waiver of the right of homestead.

Given under my hand and seal, this 26 day of October, 2021.



Karen Sue Nord
Notary Public

CITY OF BLOOMINGTON
A Municipal Corporation

By: _____

STATE OF ILLINOIS

)

)

SS.

COUNTY OF MCLEAN

)

I, the undersigned, a Notary Public in and for the above County and State, HEREBY CERTIFY that _____, as _____ of the City of Bloomington, an Illinois municipal corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he or she signed, sealed, and delivered said instrument, pursuant to authority, as the free and voluntary act of the City of Bloomington for the uses and purposes therein stated.

2022

Given under my hand and seal, this ____ day of _____, ~~2021~~.

Notary Public

APPENDIX A

Description of Property

DESCRIPTION OF PROPOSED 25' WIDE PERMANENT EASEMENT

Part of the Southeast Quarter of Section 12, Township 23 North, Range 1 East of the Third Principal Meridian and part of the Southwest Quarter of Section 7, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois:

A strip of land 25 feet in width lying adjacent and contiguous to and easterly of a part of an easement 20 feet in width described in Contract to Convey Real Estate and Permanent Easement recorded January 19, 1996 as Document No. 96-1628; the northerly and southerly extents of said Permanent Easement are to be shortened or extended to match the extents of the South Blue parcel described in Quitclaim Deed by Corporations recorded February 21, 2012 as Doc. No. 2012-00004589.

DESCRIPTION OF EXISTING 20' WIDE PERMANENT EASEMENT:

From Contract to Convey Real Estate and Permanent Easement recorded January 19, 1996 as Doc. No. 96-1628
Description of Property Burdened by Easement:

Certain property situated in the Southeast Quarter of Section 12, Township 23 North, Range 1 East of the Third Principal Meridian and in the Northwest Quarter of the Southwest Quarter, in the Northwest Quarter and in the Northwest Quarter of the Northeast Quarter of Section 7, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, said property forming a portion of the right of way of the Illinois Central Gulf Railroad Company's abandoned Jacksonville District is described as a 66 foot wide parcel of land being 33 feet on either side of the centerline of Grantor's main track, as now or formerly located and extending northeasterly from the South Line of the Southwest Quarter of the Southeast Quarter of said Section 12, approximately 6,981 feet as measured along said centerline of main track, to a line that lies parallel with and 145 feet normally distant easterly from the surveyed centerline of Federal-Aid Interstate Route 3, said parallel line being the East Right of Way Line of said Route 3 as defined in agreement between the State of Illinois, Department of Public Works and Buildings and the Gulf, Mobile and Ohio Railroad Company dated December 9, 1958, except that part conveyed to John Sexton Contractors Co. by Warranty Deed recorded August 27, 1992 as Document No. 92-23960, in McLean County, Illinois.

Description of Easement:

A strip of land 20 feet in width lying 10 feet on each side of the following described centerline. Beginning at a point on the South Line of said Property lying 1606.4 feet west of the East Line of said Section 12, said point also lying 20 feet radially distant east of the centerline of said railroad. From said Point of Beginning, thence northeast 261.41 feet along a line which is parallel with said centerline and which is the arc of a curve concave to the northwest with a radius of 2884.93 feet and the 261.32 foot chord of said arc forms an angle of 55°-49'-20" as measured from the east to northeast with said South Line to a point of tangency; thence northeast 4086.16 feet along a line which is parallel with said centerline and which forms an angle to the left of 182°-35'-45" with the last described chord to a point of curve; thence northeast 1411.62 feet along a line which is parallel with said centerline and which is the arc of a curve concave to the southeast with a radius of 2844.93 feet and the 1397.18 foot chord of said arc forms an angle to the left of 165°-47'-07" with the last described course to a point of tangency; thence northeast 444.82 feet along a line which is parallel with said centerline and which forms an angle to the left of 165°-47'-07" with the last described chord; thence northeast 200.25 feet along a line which forms an angle to the left of 182°-51'-45" with the last described course to a point lying 10 feet normally distant southeast of said centerline; thence northeast 443.2 feet along a line which is parallel with said centerline and which forms an angle to the left of 177°-08'-15" with the last described course to the East Right of Way Line of said F.A.I. Route 3.

SOUTH BLUE PARCEL – LEGAL DESCRIPTION

From Quit Claim Deed recorded February 21, 2012 as Doc. No. 2012-00004589

A part of the Southwest Quarter of Section 7 in Township 23 North Range 2 East of the Third Principal Meridian and Part of the Southeast Quarter of Section 12 in Township 23 North Range 1 East of the Third Principal Meridian all in McLean County, Illinois, more particularly described as follows;

Commencing from the southeast corner of said Section 12; thence North 89 degrees 30 minutes 52 seconds West along the south line of said Section 12 a distance of 610.54 feet to the Point of Beginning, Point also being the intersection of said south line Section 12 and the centerline of Sugar Creek; thence North 89 degrees 30 minutes 52 seconds West along the south line of said Section 12 a distance of 1086.09 feet to a point, point also being the intersection of said south line Section 12 and the centerline of Rabbit Hill Road; thence North 33 degrees 01 minutes 45 seconds East along said centerline of Rabbit Hill Road a distance of 3039.51 feet to a point on west line of said Southwest Quarter of Section 7; thence North 00 degrees 53 minutes 26 seconds West along the said west line of Southwest Quarter of Section 7 a distance of 22.52 feet to the northwest corner of the said Southwest Quarter of Section 7; thence North 89 degrees 01 minutes 03 seconds East along north line of said Southwest Quarter of Section 7 a distance of 192.68 feet to the centerline of Sugar Creek; thence south 30 degrees 48 minutes 16 seconds West along the said centerline of Sugar Creek a distance of 1126.10 feet; thence South 13 degrees 41 minutes 16 seconds West along the said centerline of Sugar Creek a distance of 111.74 feet; thence South 04 degrees 13 minutes 02 seconds East along the said centerline of Sugar Creek a distance of 137.52 feet; thence South 40 degrees 55 minutes 14 seconds East along the said centerline of Sugar Creek a distance of 447.51 feet; thence South 24 degrees 09 minutes 47 seconds West along the said centerline of Sugar Creek a distance of 1131.35 feet to the Point of Beginning.

Said described parcel contains 1493149.32 square feet (34.277 acres) more or less.

CONTRACT TO CONVEY
REAL ESTATE AND PERMANENT EASEMENT

This agreement made this 15th day of December, 1995 between the Commerce Bank, as Trustee under the Provisions of a Trust Agreement dated the 11th day of November, 1986, known as Trust Number PBB-150, Paul Nord and Nord Farms, Inc., hereafter Grantor, and the City of Bloomington, a municipal corporation, hereafter Grantee.

1. Grantor agrees to convey the following described real estate, hereafter the Oakland Avenue Right of Way, to Grantee by Warranty Deed:

The Northwesterly 33 feet of even width of the following described property. A part of the Southwest Quarter of Section 7, Township 23 North, Range 2 East of the Third Principal Meridian, described as follows: Beginning at a point which is the intersection of the North Line of said Southwest Quarter with the West Right of Way Line of FAI Route 55 and 74. From said Point of Beginning, thence south 7°-35' east 23.4 feet along said West Right of Way Line; thence southeasterly 756.97 feet along a curve of radius 4,502.18 feet (said curve being concave to the east and forming said West Right of Way Line) to an existing east-west fence; thence south 85°-58' west 898.5 feet along said fence and the Westerly Extension thereof to the Centerline of a Public Road; thence north 24°-51' east 213.13 feet along said Centerline to a point of curve; thence northeasterly 393.74 feet along a curve of radius 927.7 feet (said curve being concave to the southeast) and lying along said Centerline to a point of tangency; thence north 49°-10' east 473.45 feet along said Centerline to a point on the North Line of said Southwest Quarter, said point being 10.17 feet west of the Point of Beginning; thence north 89°-45' east 10.17 feet along the North Line of said Southwest Quarter to the Point of Beginning, except that portion heretofore conveyed to East Lynn Corporation by Document No. 76-5460, containing .818 acres more or less. All of the foregoing being situated in the County of McLean and State of Illinois.

Pin No.: Part of 21-07-300-006

2. Grantor agrees to give, grant and convey the following described permanent easement and temporary work easement to Grantee:

Description of Property Burdened by Easement:

Certain property situated in the Southeast Quarter of Section 12, Township 23 North, Range 1 East of the Third Principal Meridian and in the Northwest Quarter of the Southwest Quarter, in the Northwest Quarter and in the Northwest Quarter of the Northeast Quarter of Section 7, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, said property forming a portion of the right of way of the Illinois Central Gulf Railroad Company's abandoned Jacksonville District is described as a 66 foot wide parcel of land being 33 feet on either side of the centerline of Grantor's main track, as now or formerly located and extending northeasterly from the South Line of the

96-1628
01-19-1996
RUTH WEBER, Recorder
McLean County, IL
11:39:44 AM

RECORDED

Southwest Quarter of the Southeast Quarter of said Section 12, approximately 6,981 feet as measured along said centerline of main track, to a line that lies parallel with and 145 feet normally distant easterly from the surveyed centerline of Federal-Aid Interstate Route 3, said parallel line being the East Right of Way Line of said Route 3 as defined in agreement between the State of Illinois, Department of Public Works and Buildings and the Gulf, Mobile and Ohio Railroad Company dated December 9, 1958, except that part conveyed to John Sexton Contractors Co. by Warranty Deed recorded August 27, 1992 as Document No. 92-23960, in McLean County, Illinois.

Description of Easement:

A strip of land 20 feet in width lying 10 feet on each side of the following described centerline. Beginning at a point on the South Line of said Property lying 1606.4 feet west of the East Line of said Section 12, said point also lying 20 feet radially distant east of the centerline of said railroad. From said Point of Beginning, thence northeast 261.41 feet along a line which is parallel with said centerline and which is the arc of a curve concave to the northwest with a radius of 2884.93 feet and the 261.32 foot chord of said arc forms an angle of 55°-49'-20" as measured from east to northeast with said South Line to a point of tangency; thence northeast 4086.16 feet along a line which is parallel with said centerline and which forms an angle to the left of 182°-35'-45" with the last described chord to a point of curve; thence northeast 1411.62 feet along a line which is parallel with said centerline and which is the arc of a curve concave to the southeast with a radius of 2844.93 feet and the 1397.18 foot chord of said arc forms an angle to the left of 165°-47'-07" with the last described course to a point of tangency; thence northeast 444.82 feet along a line which is parallel with said centerline and which forms an angle to the left of 165°-47'-07" with the last described chord; thence northeast 200.25 feet along a line which forms an angle to the left of 182°-51'-45" with the last described course to a point lying 10 feet normally distant southeast of said centerline; thence northeast 443.2 feet along a line which is parallel with said centerline and which forms an angle to the left of 177°-08'-15" with the last described course to the East Right of Way Line of said F.A.I. Route 3.

Temporary Work Easement:

All of said property lying within a strip of land 40 feet in width lying northwest of and adjacent to the northwest line of said permanent easement except within the Right of Way of F.A.I. Route 3. With said Right of Way all of said property will be used as a temporary easement.

Parcel Identification Nos.: (10) 20-12-400-007, 20-12-400-008, 20-12-400-009, (05) 21-07-100-014

3. Grantee has agreed to give Grantor the following concessions on water and sewer tap on fees as consideration for the property interests to be conveyed:

- a. Grantee will waive water tap on fees for connecting Grantor's property on the northwest corner of the intersection of Oakland Avenue and Six Points Road, with the following restriction. The tap on fee waiver shall only apply as long as the property is used for the current recreational purposes or the development of single family residences thereon. The fee shall not be waived

if the property is put to any other use and should the property be put to any such use, Grantor shall pay Grantee a tap on fee of \$3,000.00.

- b. Grantee will waive sewer tap on fees for 40 acres of Grantor's property in any of the following sewer service areas as provided herein: the Sugar Creek Sewer service area, the service area for a sanitary sewer that will serve Grantor's property south of Route 9 on either side of Interstate 55/74, and the sewer service area that will serve property near the intersection of Route 9 and Mitsubishi Motor Way and near the intersection of extended Mitsubishi Motor Way and West Washington Street. Grantor may apply the waiver equally in any of these sewer service areas and include as much property from each area as Grantor shall determine, subject to the following limitation. The waiver of the tap on fees for the sewer service area on the southeast intersection of Route 9 and Mitsubishi Motor Way shall be for a maximum of \$1100.00 per acre and Grantor shall be required to pay tap on fees for that property to the extent they exceed that amount.

4. As additional consideration for the conveyance provided herein, Grantee shall design, build and install sanitary sewers to serve the following properties: all of Grantor's property within the Sugar Creek Sewer service area, all of Grantor's property south of Route 9 on either side of Interstate 55/74 and all of Grantor's property near the intersection of Route 9 and Mitsubishi Motor Way and near the intersection of extended Mitsubishi Motor Way and West Washington Street. Construction of all three sewers shall be contingent upon either the annexation of or execution of an annexation agreement covering all of Grantor's property to be served by the sewer system in question into the City of Bloomington, whichever occurs first, and the commencement of development thereon. Construction of the sewer serving Grantor's property at the Route 9/Mitsubishi Motor Way intersection shall be further contingent upon the extension of Mitsubishi Motor Way to West Washington Street. Grantee will proceed with the design of the sewers and will use its best efforts to have the sewers under contract to be built as weather permits within six months of receiving notice from Grantor or Grantor's successors and assigns, that the property to be served is ready for development, except that Grantee shall have no obligation to build the sewer for the property near the intersection of Route 9 and Mitsubishi Motor Way and near the intersection of extended Mitsubishi Motor Way and West Washington Street until the later of receiving Grantor's notice regarding development of the property or one year following the initiation of construction of the extension of Mitsubishi Motor Way to West Washington Street. Grantor has agreed to give Grantee such easements as Grantee determines are necessary to construct the force main Sugar Creek sewer and the sewer serving the property south of Route 9 and on either side of Interstate 55/74 served by the sewer leading to the Ebach property. Grantor further acknowledges that the consideration for such easements is included in this Contract and that there shall be no additional consideration due Grantor for said easements at such time as Grantee constructs said sewers. Grantee has not designed either sewer and cannot identify the location of such easements at this time. However, Grantee agrees that any such easements shall be in locations mutually agreeable to both Grantor and Grantee. Grantor has made no agreement with respect to easements for the sewer to serve the property near the intersection of Route 9 and Mitsubishi Motor Way and West Washington Street and Grantee acknowledges that Grantor may be entitled to payment or additional tap on fee waivers in lieu of payment for any easements necessary to construct said sewer.

5. Grantee shall assess and Grantor agrees to pay a tap on fee of \$1,100.00 per acre of land served for making a connection to any sewer line within the Sugar Creek sewer system, including lines traversing Grantor's property. Grantee shall assess and Grantor agrees to pay a tap on fee of \$800.00 per acre for making a connection to any sewer line within the sewer system to be built to serve Grantor's property south of Rte. 9 and on either side of Interstate 55/74, including lines traversing Grantor's property. Grantee shall also charge interest on the tap on fees at the rate of 6% per annum beginning the later of ten years following the date of completion of the sewer to which connection is made or the date Grantor notifies Grantee that the property is ready for development. Grantor has made no commitments with regard to the amount of the tap on fee that will be assessed for making connection to the sewer that will serve Grantor's property near the intersection of Route 9 and Mitsubishi Motor Way and near the intersection of extended Mitsubishi Motor Way and West Washington Street. Such tap on fees shall be determined taking the total expenses incurred and dividing that amount by the total possible acres served.

6. Grantee shall use the permanent easement only for the purpose of clearing, trenching, laying, constructing, operating, altering, maintaining and removing a sanitary sewer and sewer force main and all necessary appurtenances thereto. Grantee shall not use the easement for any other purpose other than provided for herein.

7. Grantee shall provide a water service connection on the west side of West Oakland Avenue for Grantor's property on the northwest corner of West Oakland Avenue and Six Points Road at no cost to Grantor.

8. The final location of the permanent easement may be altered as necessary so as not to interfere with a stand of trees adjacent to a soccer field at the south end of the property to be burdened by the easement.

9. Grantee shall prepare all legal documents necessary to effect the transfer of the property interests described in this Contract to Grantee. Grantee shall obtain title information at its own expense and shall pay any of the other costs related to the conveyance, including but not limited to fees for recording documents and real estate transfer tax.

10. The terms and conditions of the easement to be granted pursuant to this Contract shall be as set forth in the Grant of Easement attached hereto and incorporated herein by reference.

11. Grantor makes no representations regarding the existence of other easements, rights of entry, liens or other encumbrances on the property subject to the easement granted herein. Grantee shall take the easement to be granted by Grantor subject to all such other easements, rights of entry, liens, and encumbrances and Grantee shall exercise the rights granted hereunder so as not to interfere with such other easements, rights of entry, liens or encumbrances.

12. The consideration provided herein includes compensation for crop damages for one crop season. Grantee shall have no further responsibility or liability for such damages unless Grantee's activities in the easement area extend beyond one crop season. In that case Grantee shall compensate Grantee at the rate of \$300.00 per acre for such damage for each crop season effected.

13. Grantee shall use the Temporary Use Permit Area for the purpose of working and maneuvering space for materials, equipment, displaced earth and personnel during the installation and for maintenance and repair of the sanitary sewer and sewer force main located in the permanent easement area.

14. This agreement shall be binding upon and shall inure to the benefit of Grantor and Grantee's heirs, successors and assigns.

15. This agreement represents the complete understanding of the parties as to the matters contained herein and shall supersede any previous agreements written or oral, with respect to these matters.

16. The agreement contained herein shall not be deemed to have merged with the documents conveying the easements to Grantee and all such agreements shall survive the transfer of the property interests as provided by this Contract.

City of Bloomington

Commerce Bank, as Trustee under Trust
Agreement dated November 11, 1986
and known as the Trust Number PBB-150

By: Jose R Smart

Attest:

Harry Court

By: [REDACTED]

Attest:

[REDACTED]

[REDACTED]

Paul Nord

Nord Farms, Inc.

By: [REDACTED]

Attest:

[REDACTED]

Prepared By: Hannah Esser, 109 E. Olive, Blm, IL 61701
Return to: City of Blm, Legal Dept. 109 E. Olive, Blm,
IL 61701

PERMANENT EASEMENT EXHIBIT B

**A PART OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 23
NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF
THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 23 NORTH, RANGE 2
EAST OF THE THIRD PRINCIPAL MERIDIAN, McLEAN COUNTY, ILLINOIS**

DESCRIPTION OF PROPOSED 25' WIDE PERMANENT EASEMENT

Part of the Southeast Quarter of Section 12, Township 23 North, Range 1 East of the Third Principal Meridian and part of the Southwest Quarter of Section 7, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois:

A strip of land 25 feet in width lying adjacent and contiguous to and easterly of a part of an existing permanent easement 20 feet in width described in Contract to Convey Real Estate and Permanent Easement recorded January 19, 1996 as Document No. 96-1628; the northerly and southerly extents of said Permanent Easement are to be shortened or extended to match the extents of the South Blue parcel described in Quitclaim Deed by Corporations recorded February 21, 2012 as Doc. No. 2012-00004589.

DESCRIPTION OF EXISTING 20' WIDE PERMANENT EASEMENT

From Contract to Convey Real Estate and Permanent Easement recorded January 19, 1999
as Doc. No. 96-1628

Description of Property Burdened by Easement.

Certain property situated in the Southeast Quarter of Section 12, Township 23 North, Range 1 East of the Third Principal Meridian and in the Northwest Quarter of the Southwest Quarter, in the Northwest Quarter and in the Northwest Quarter of the Northeast Quarter of Section 7, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, said property forming a portion of the right of way of the Illinois Central Gulf Railroad Company's abandoned Jacksonville District is described as a 66 foot wide parcel of land being 33 feet on either side of the centerline of Grantor's main track, as now or formerly located and extending northeasterly from the South Line of the Southwest Quarter of the Southeast Quarter of said Section 12, approximately 6,981 feet as measured along said centerline of main track, to a line that lies parallel with and 145 feet normally distant easterly from the surveyed centerline of Federal-Aid Interstate Route 3, said parallel line being the East Right of Way Line of said Route 3 as defined in agreement between the State of Illinois, Department of Public Works and Buildings and the Gulf, Mobile and Ohio Railroad Company dated December 9, 1958, except that part conveyed to John Sexton Contractors Co. by Warranty Deed recorded August 27, 1992 as Document No. 92-23960, in McLean County, Illinois.

Description of Easement:

A strip of land 20 feet in width lying 10 feet on each side of the following described centerline. Beginning at a point on the South Line of said Property lying 1606.4 feet west of the East Line of said Section 12, said point also lying 20 feet radially distant east of the centerline of said railroad. From said Point of Beginning, thence northeast 261.41 feet along a line which is parallel with said centerline and which is the arc of a curve concave to the northwest with a radius of 2884.93 feet and the 261.32 foot chord of said arc forms an angle of 55°-49'-20" as measured from the east to northeast with said South Line to a point of tangency; thence northeast 4086.16 feet along a line which is parallel with said centerline and which forms an angle to the left of 182°-35'-45" with the last described chord to a point of curve; thence northeast 1411.62 feet along a line which is parallel with said centerline and which is the arc of a curve concave to the southeast with a radius of 2844.93 feet and the 1397.18 foot chord of said arc forms and angle to the left of 165°-47'-07" with the last described course to a point of tangency; thence northeast 444.82 feet along a line which is parallel with said centerline and which forms an angle to the left of 165°-47'-07" with the last described chord; thence northeast 200.25 feet along a line which forms an angle to the left of 182°-51'-45" with the last described course to a point lying 10 feet normally distant southeast of said centerline; thence northeast 443.2 feet along a line which is parallel with said centerline and which forms an angle to the left of 177°-08'-15" with the last described course to the East Right of Way Line of said F.A.I. Route 3.

EASEMENT NOTES:

1. Item 8 in Contract to Convey Real Estate and Permanent Easement recorded January 19, 1996 as Doc. No. 96-1628 reads: The final location of the permanent easement may be altered as necessary so as not to interfere with a stand of trees adjacent to a soccer field at the south end of the property to be burdened by the easement.
2. A portion of the existing sanitary sewer falls easterly of the 20' wide permanent easement description from Doc. No. 96-1628 and within the adjacent and contiguous Proposed 25' wide Permanent Easement described hereon.
3. No documents with an altered easement description were found to be filed subsequent to the Existing Permanent Easement, Doc. No. 96-1628.
4. The existing sanitary sewer and planned future force main will fall within the bounds of the unaltered Existing 20' wide Permanent Easement and the adjacent and contiguous Proposed 25' wide Permanent Easement shown hereon (45' width total).

RAILROAD SPIKE FOUND
SE COR., SEC. 12-23-1

SOUTH LINE,
SEC. 12-23-

SOUTH LINE OF —
SOUTH BLUE PARCE

20-12-400-010
NORD FARMS, INC.
SOUTH BLUE PARCEL
(DOC. NO. 2012-00004589)

CENTERLINE OF EXISTING EASEMENT
(DOC. NO. 96-1628)

25' WIDE PROPOSED EASEMENT

SIX POINTS ROAD (WEST ~ 1606.4')

POINTS ROAD

(CURVE LENGTH = 261.41')
(CURVE RADIUS = 2884.93')
(CHORD LENGTH = 261.32')

Prepared by / Return to:

City of Bloomington, IL
Jim Karch
115 E Washington Street
P.O. Box 3157
Bloomington, IL 61702-3157
Telephone: 309-434-2225

TEMPORARY EASEMENT AGREEMENT

This Temporary Easement Agreement (Agreement) is made as of this ____ day of _____, 2021~~2~~² by and between CWP Bloomington Farms, LLC (Grantor), and the City of Bloomington, Illinois, a Municipal Corporation (City).

RECITALS

A. Grantor owns certain real property around the southern extension of Rivian Motorway, south of Six Points Road in Bloomington, Illinois (Property).

B. Grantee, the City of Bloomington, has a permanent easement at the property, recorded as Document Number 95-21323 and depicted on Exhibit A attached hereto. Since the granting of the said easement, the Parcel Number referring to the easement has changed, and is now Parcel Number 20-14-400-013.

C. The City is constructing a secondary sanitary sewer force main out of the Sugar Creek Lift Station parallel to an existing force main located on the Property (Improvements) and will be utilizing its easement to perform said construction. In addition to said Permanent Easement, the Grantor hereby agrees to grant to the City a Temporary Easement over the property in order to facilitate the construction of the Improvements.

Now therefore, in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the City agree as follows:

AGREEMENT

1. Grant of Temporary Easement. Grantor hereby grants and conveys unto the City a temporary easement in, on, over, under, through and across the Property shown in Exhibit B attached hereto (Temporary Easement Premises) for the uses and purposes described herein.

2. Scope of Temporary Easement. In addition to those rights granted to the City pursuant to the Permanent Easement recorded as Document No. 1995-31323 and depicted on Exhibit A, this Temporary Easement has the following scope. The City and the City's agents, employees, designees, contractors, guests, invitees, successors, and assigns, and all those acting by or on behalf of the City, shall have the right, privilege, and easement to use and occupy the Temporary Easement Premises at all times convenient and necessary for purposes of facilitating the construction of the Improvements, including but not limited to the right of entry, access, occupation, and staging excavated earth. The City has the right to alter the slope or grade of the Temporary Easement Premises and the right to trim and/or cut down or eliminate trees, shrubbery, undergrowth, brush, or other landscaping, as well as to remove other obstructions or possible hazards, within the Temporary Easement Premises to the extent, in the sole judgment of the City, necessary to prevent interference with the efficient, safe, or convenient construction of the Improvements.

3. Term of Temporary Easement. The City's rights in and to the Temporary Easement premises shall expire upon completion of the construction and installation of the Improvements, restoration of the Property, and final inspection. In any event, the term of the grant of the Temporary Easement Premises shall not exceed a period of five (5) years from the date of this Agreement.

4. Consideration. The City agrees to pay to Grantor the sum of \$3,400 as consideration for this Agreement.

5. Restoration of Property. Following construction and installation of the Improvements, the City shall:

- (a) remove from the Temporary Easement Premises all debris, surplus material, and construction equipment;
- (b) blend grades and elevations of land and driveways and restore the surface of the Temporary Easement Premises to smooth contours; and
- (c) restore Grantor's fences, driveways, and permanent structures disturbed by the City's use of the Temporary Easement Premises to a reasonable approximation of the condition that existing prior to such use.

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

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

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

9. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the heirs, successors and assigns of the respective parties hereto and shall run with the title to the Property.

10. Governing Law. This agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois.

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

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

13. Right of Homestead. Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

[SIGNATURE PAGE FOLLOWS]

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

CWP Bloomington Farms, LLC

City of Bloomington,
a Municipal Corporation

By: _____

Charles W. Palmer

10/13/21

By: _____

Mboka Mwilambwe
Mayor

Attest:

Leslie Smith-Yocum
City Clerk



STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

I, the undersigned, a Notary Public in and for the above County and State, HEREBY CERTIFY that Charles W. Palmer, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act, for the uses and purposes therein stated, including the release and waiver of the right of homestead.

Given under my hand and seal, this 13 day of October, 2021.

Angela K Rusk
Notary Public

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

I, the undersigned, a Notary Public in and for the above County and State, HEREBY CERTIFY that Mboka Mwilambwe, as Mayor and Leslie Smith-Yocum, as City Clerk of the City of Bloomington, an Illinois municipal corporation, personally known to me to be the same persons

whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument, pursuant to authority, as their free and voluntary act of the City of Bloomington for the uses and purposes therein stated.

Given under my hand and seal, this ____ day of _____, ²⁰²²~~2021~~.

Notary Public

APPENDIX A

Description of Permanent Easement

Parcel Identification No.: 20-14-400-013

A strip of land 40 feet in width lying at the south property line inclusion of the permanent sanitary sewer easement described in recorded document no. 95-21323.

And pictorially depicted on Exhibit A

Description of Temporary Easement

Parcel Identification No.: 20-13-300-048

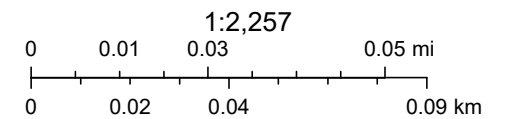
A strip of land 20 feet in width lying at the north property line of parcel 20-13-300-048.

And pictorially depicted on Exhibit B

EXHIBIT A



9/9/2021, 12:47:47 PM



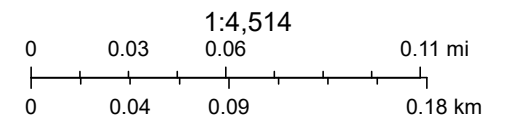
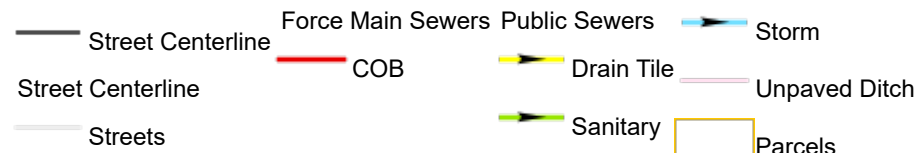
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri

Web AppBuilder for ArcGIS

EXHIBIT B



9/9/2021, 12:53:35 PM



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri

Web AppBuilder for ArcGIS

McGIS-McLean County GIS, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA | <http://www.McGIS.org/License> | FEMA, McGIS | McGIS | BOL, IEPA | BOL, IEPA, ESRI |



CONSENT AGENDA ITEM NO. 7.J

FOR COUNCIL: January 24, 2022

SPONSOR: City Clerk Department

WARD IMPACTED: Ward 1

SUBJECT: Consideration and action to approve an Application from 9JKD10, LLC, d/b/a Franzetti's Pantry Plus, located at 801 E. Washington St., for a change in liquor license classification from a Class PBS (Package, Beer and Wine Only, and Sunday Sales) to a Class PAS (Package Sales, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

RECOMMENDED MOTION:

The proposed Change in Classification be approved.

STRATEGIC PLAN LINK:

-Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: 9JKD10, LLC, Applicant, purchased Franzetti's Pantry Plus, located at 801 E. Washington St., from MGM Foods, LLC, in 2019. Council approved the change of ownership application for the business and Class PBS liquor license on December 19, 2019. The Applicant is now requesting an increase in their liquor license classification from a Class PBS (Package Sales, Beer and Wine Only, and Sunday Sales) liquor license, to a Class PAS (Package Sales, All Types of Alcohol, and Sunday Sales) liquor license. There are no additional planned modifications to the business model.

The Applicant appeared before the Liquor Commission on December 14, 2021, where the Liquor Commission agreed to send the item to Council with a positive recommendation (draft minutes attached).

The Applicant has renewed their current Class PBS liquor license while this application is considered. They hold valid liquor liability and liquor bond insurances. All license creations, amendments or transfers are contingent upon compliance with all building, health, and safety codes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, on December 3, 2021, a public notice was published in *The Pantagraph* and 85 notices were mailed to properties within 500 feet of the applicant property.

FINANCIAL IMPACT: The current annual license fee for a Class PAS liquor license is \$1,900, which will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2022 Budget Book titled "Budget Overview & General

Fund" on page 132. It is also the establishment's responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

COMMUNITY DEVELOPMENT IMPACT: ED-1 Ensure a broad range of employment opportunities for all residents. ED-1.1 Focus on retention and expansion of existing businesses.

Respectfully submitted for Council consideration.

Prepared by: Amanda Stutsman, Deputy Clerk

Reviewed by:


Chris Tomerlin, Budget Manager

1/19/2022

George Boyle

George Boyle, Assistant Corporation Counsel

1/19/2022


Tara Henry, Legislative Assistant

1/20/2022

Attachments:

- CLK 3B Liquor Application - Franzetti's Pantry Plus (Class PBS to PAS)
- CLK 3C DRAFT 12-14-2022 LiqCom Minutes - Franzetti's Pantry Plus

January 18, 2022

City Clerk Requirement Verification Memo

To: City Council Review

Re: Legal Name: 9JDK10, LLC

D/B/A Name: Franzetti's Pantry Plus

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.

- Proof of Good Standing with the State of Illinois
- Certificate of Liability Insurance (DRAM Shop) – 01/07/2022 to 01/07/2023
- Liquor Bond in the amount of \$2,000

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

Respectfully,

Amanda Stutsman
Deputy City Clerk



Liquor License Application

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

Legal Entity Name (Corporate/LLC Name)	9JKD10 LLC
Doing Business As (DBA) OR Establishment Name <i>(Assumed names must be registered with the State of Illinois)</i>	Franzetti's Pantry Plus
Legal Entity Address (including City, State, and Zip)	801 E. Washington St Bloomington, IL 61701
Legal Entity Phone Number	(309) 828-9933
Legal Entity Email Address	maxpatel67@gmail.com
Establishment Address including Zip	801 E. Washington St. Bloomington, IL 60701
Establishment Phone Number	(309) 828-9933
Establishment Email Address	maxpatel67@gmail.com
*Email Address for <u>ALL</u> City Communications:	maxpatel67@gmail.com

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

BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

Primary Contact:

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

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

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

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

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

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

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

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

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

Status of Business Information:

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

☐ Sole Proprietorship

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

☐ Partnership (Date of Formation: _____)
A copy of the Articles of Incorporation must be attached.

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

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

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

☒ Yes ☐ No Are 21 years of age or older.

☒ Yes ☐ No Are citizens of the United States.

☒ Yes ☐ No Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).

☒ Yes ☐ No Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.

☒ Yes ☐ No Have never been convicted of pandering or any other crime opposed to decency and morality.
- Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)

2A ☒ Yes ☐ No Are any of the persons listed under ownership a resident of McLean County?

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



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

Nature of License:

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

Impact of Establishment:

- What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	7am	9pm
Tuesday:	7am	9pm
Wednesday:	7am	9pm
Thursday:	7am	9pm
Friday:	7am	9pm
Saturday:	8am	9pm
Sunday:	8am	9pm
- Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.)
Residential and commercial
 - If there are office or commercial buildings nearby, approximately what are their hours of operation?
7:30am-11pm
 - Is the area predominately residential, are they single or multi-family homes?
single family and apartment
- Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.) _____
Two ways roads and no parking restriction
- How much additional traffic is expected to be generated with a liquor license? _____
good amount of traffic
- Describe any and all on- and off-street parking: _____
N/A
- How many establishments with liquor licenses are located within 500 ft. of the establishment? Don't know

**Responsibility:**

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

Please provide any additional information significant to this application:

Currently has PBS liquor license and would like to increase from PBS to PAS liquor license. No other changes in Corporation establishment or ownership, everything are the same.

Additional License Interests:

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

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

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

I, the undersigned, swear or affirm that:

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

Minesh Patel

Manager/Member

Name (Please Print)

Title

Signature

Date

Item 5.A. Consideration and action on corrected change of ownership information for Adidev Hospitality Management, LLC, d/b/a Chateau Hotel and Conference Center Bloomington, located at 1621 Jumer Dr., as requested by the City Clerk Department.

Commissioner Mwilambwe opened the public hearing at 4:14 p.m.

Jeremy Cruthis, General Manager of the Applicant Business, after being sworn, addressed the Commission. Mr. Cruthis explained that there was a clerical error when staff applied for the City liquor license. He elaborated that he was under the impression that Adidev Hospitality Management, LLC, was owned equally (50/50) by a husband and wife. However, the FEIN number for the applicant business only listed the husband, Nalin Gumpita, as the owner of the LLC. Mr. Cruthis explained that he sought to correct the City's records to reflect the information on file.

Commissioner Meister had no questions.

George Boyle, Assistant Corporation Counsel, asked if a change of ownership had occurred since the application was filed. Mr. Cruthis confirmed no change in ownership.

Mr. Boyle asked if the same individual owned the LLC when the original application was submitted. Mr. Cruthis confirmed.

Commissioner Mwilambwe and Mr. Boyle discussed the need for the corrected portion of the application regarding ownership along with a sworn affidavit that the ownership information was true, correct, and not inconsistent with the affirmation on the current application.

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

Council Member Meister made a motion, seconded by Council Member Mwilambwe, that the request be approved.

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

AYES: Mwilambwe, Meister

Motion carried.

Commissioner Mwilambwe closed the public hearing at 4:23 p.m.

The following item was presented:

Item 5.B. Public Hearing and action on an Application from 9JKD10, LLC, d/b/a Franzetti's Pantry Plus, located at 801 E. Washington St., for an increase in liquor license classification from a Class PBS (Package, Beer and Wine Only, and Sunday Sales) to a Class PAS (Package Sales, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

Commissioner Mwilambwe opened the public hearing at 4:24 p.m.

Minesh Patel, Owner of the Applicant Business, after being sworn, addressed the Commission. Mr. Patel that he would like to increase his liquor license at his neighborhood establishment to create a one stop shop. He stated his customers had requested hard alcohol.

Commissioner Meister asked if the hours of operation were 11:00 a.m. to 10:00 p.m. Mr. Patel responded that the establishment was open from 7:00 a.m. to 9:00 p.m. during the week and 8:00 a.m. to 9:00 p.m. on Saturdays and Sundays.

Commissioner Meister asked if all employees were BASSET trained. Mr. Patel confirmed.

Commissioner Mwilambwe asked the number of employees. Mr. Patel responded that he, his wife, and his cousin were the only employees.

George Boyle, Assistant Corporation Counsel, asked the sizes of the hard alcohol to be sold. Mr. Patel stated that he intended to sell 750 ml, 375 ml, and 200 ml.

Mr. Boyle asked if those amounts equaled half pints and pints. Mr. Patel responded the amounts equaled pints, half pints, and fifths.

Mr. Boyle asked what type of alcohol would be sold at those sizes. Mr. Patel responded spirits.

Mr. Boyle asked if Mr. Patel had reached out to neighbors or if anyone had expressed concerns. Mr. Patel stated that some neighbors who received notices expressed support.

Commissioner Mwilambwe asked staff if there were any issues with the establishment. Assistant Police Chief Tim McCoy stated that the establishment had passed the most recent compliance check. Mr. Boyle stated that he was not aware of any issues with the establishment. He noted that the location was about six blocks from a denied application to sell spirits as well as about a mile from Green Top Grocery who also held an all types of alcohol liquor license.

Mr. Boyle stated that concerns were raised in reference to the trash from the establishment. Mr. Patel stated he was not aware of an issue but was willing to take steps to remedy the concern.

Mr. Boyle asked how long Mr. Patel had owned the establishment. Mr. Patel confirmed that January 2, 2022, would mark two years of ownership.

Commissioner Mwilambwe asked if anyone would like to speak for or against the application.

Allan Williams, owner of a duplex located at 802 E. Front St., after being sworn, addressed the Commission. He explained that one of his tenants had reached out to him and was concerned about the curb appeal, loitering, public intoxication, noise concerns with drunk people yelling down the alleyway, and littering. He stated that he had similar concerns.

Mr. Patel stated that there were no concerns on his property.

Mr. Williams stated that the owner did not regularly mow his property either.

Mr. Boyle asked why Mr. Williams' tenant was not in attendance to testify. Mr. Williams responded that his tenant was at work and felt that she did not have the right to testify as a tenant verses an owner. He stated that he volunteered to attend the meeting to speak on her behalf.

Commissioner Mwilambwe asked if Mr. Williams was able to ascertain if the loitering and littering were a result of the applicant establishment. Mr. Williams responded that the

litter included beer and wine bottles of types offered by the applicant establishment. He stated that in the past, during the summer, he would notice individuals drinking on property and smoking crack behind his garage after leaving the establishment.

Commissioner Mwilambwe asked if the garage was part of his residence. Mr. Williams responded that it was on the duplex's property which he rented out.

Mr. Patel stated that the concerns that were raised were not for his property, and he was unable to control patrons if they were on the street.

Mr. Williams told Mr. Patel that he had control when alcohol was purchased from his establishment.

Commissioner Mwilambwe reminded Mr. Williams to address the Commission not the applicant. Commissioner Mwilambwe then asked if there was anyone additional who would like to speak for or against the application. No additional individuals came forward.

Mr. Patel stated that it was difficult to determine that those loitering and littering came from his establishment.

Council Member Meister made a motion, seconded by Council Member Mwilambwe, that the item be forwarded to Council with a positive recommendation.

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

AYES: Mwilambwe, Meister

Motion carried.

Commissioner Mwilambwe closed the public hearing at 4:36 p.m.

The following item was presented:

Item 5.C. Consideration and action on an Application from Jay Sadhimma Three, LLC, d/b/a Crave Hot Dogs and BBQ, to be located at 2401 E. Oakland Ave., Unit B requesting a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

Commissioner Mwilambwe opened the public hearing at 4:37 p.m.

Rich Marvel, Attorney on behalf of the Applicant, after being sworn, addressed the Commission. He explained that the space was previously a nail salon and that the owner would complete a \$500,000 remodel of the space to bring in the dine-in franchise establishment. He stated that there would likely be 4 to 6 employees with a local general manager. He provided background of Viren Nayi's, Owner of the Jay Sadhimmaa Three, LLC, experience with liquor licenses noting Mr. Nayi owned the neighboring Shell Gas Station that held a package liquor license as well as another location under another entity in Warrenville. He noted that neither location had liquor violations. He stated that the hours of operation would be 11:00 a.m. to 10:00 p.m.

Commissioner Meister asked if the applicant would apply for a video gaming license. Mr. Marvel responded that they were aware of the current video gaming waitlist and that the applicant may consider applying for video gaming in the future.

Commissioner Meister asked if staff would be BASSET trained. Mr. Marvel stated that



CONSENT AGENDA ITEM NO. 7.K

FOR COUNCIL: January 24, 2022

SPONSOR: City Clerk Department

WARD IMPACTED: Ward 1

SUBJECT: Consideration and action to approve an Application from Jay Sadhimma Three, LLC, d/b/a Crave Hot Dogs and BBQ, to be located at 2401 E. Oakland Ave., Unit B 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.

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: Jay Sadhimma Three, LLC, Applicant, will be located at 2401 E. Oakland Ave., Unit B. The Applicant has requested a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) liquor license, which would allow the sale of all types of alcohol by the glass for consumption on premises seven (7) days a week. The Applicant reported that it would complete a \$500,000 remodel of the unit which would allow for the seating capacity for approximately 36 to 40.

The Applicant appeared before the Liquor Commission on December 14, 2021, where the Liquor Commission unanimously agreed to send the item to Council with a positive recommendation (draft minutes attached).

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, on December 3, 2021, a public notice was published in *The Pantagraph* and 75 notices were mailed to properties within 500 feet of the applicant business.

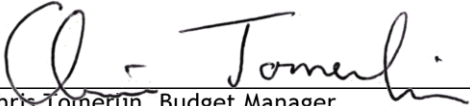
FINANCIAL IMPACT: The current annual license fee for a Class RAS liquor license is \$3,300, which will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2022 Budget Book titled "Budget Overview & General Fund" on page 132. It is also the establishment's responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amanda Stutsman, Deputy Clerk

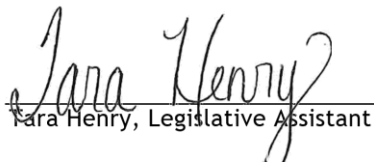
Reviewed by:


Chris Tomerlin, Budget Manager

1/19/2022

George Boyle
George Boyle, Assistant Corporation Counsel

1/19/2022


Tara Henry, Legislative Assistant

1/20/2022

Attachments:

- CLK 4B Liquor Application - Crave Hotdogs and BBQ (Class RAS)
- CLK 4C DRAFT 12-14-2022 LiqCom Minutes - Crave Hot Dogs & BBQ

January 18, 2022

City Clerk Requirement Verification Memo

To: City Council Review

Re: Legal Name: Jay Sathimaa Three, LLC

D/B/A Name: Crave Hot Dogs and BBQ

Dear Reviewer,

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

- Articles of Organization
- Proof of Good Standing with the State of Illinois
- Financial Documentation: 2020 Tax Return
- A Lease between Jay Sathimaa Two, LLC, and Jay Sathimaa Three, LLC, for the term 12/13/2021 to 12/13/2026
- Bloomington/Normal Food and Beverage Tax Registration Form

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

Respectfully,

Amanda Stutsman
Deputy City Clerk



Liquor License Application

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

Legal Entity Name (Corporate/LLC Name)	Jay Sadhimaa Three, LLC
Doing Business As (DBA) OR Establishment Name <i>(Assumed names must be registered with the State of Illinois)</i>	Crave Hot Dogs and BBQ
Legal Entity Address <i>(including City, State, and Zip)</i>	4806 N. Springfield Ave., Apt. #1B, Chicago, IL 60625
Legal Entity Phone Number	773-595-1621
Legal Entity Email Address	vnayi@yahoo.com
Establishment Address including Zip	2401 E. Oakland Ave., Unit B, Bloomington, IL 61701
Establishment Phone Number	773-595-1621
Establishment Email Address	vnayi@yahoo.com
*Email Address for ALL City Communications:	vnayi@yahoo.com

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

BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

Primary Contact:

Name (First & Last)	City	State	Zip
Viren Nayi	Chicago	IL	60625
Phone Number	Email Address		

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

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

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

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

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

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

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

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

Status of Business Information:

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

☐ Sole Proprietorship

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

☐ Partnership (Date of Formation: _____)
A copy of the Articles of Incorporation must be attached.

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

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

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

☒ Yes ☐ No Are 21 years of age or older.

☐ Yes ☒ No Are citizens of the United States.

☒ Yes ☐ No Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).

☒ Yes ☐ No Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.

☒ Yes ☐ No Have never been convicted of pandering or any other crime opposed to decency and morality.
- Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)

2A ☐ Yes ☒ No Are any of the persons listed under ownership a resident of McLean County?

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



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

Nature of License:

- What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) Restaurant
- What class of liquor license is being sought? (See descriptions beginning on page 1.) RAS
- ☒ Yes ☐ No Will the establishment offer Sunday Sales?
- ☐ Yes ☒ No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? (Package License Holders Only)
 See City Code Ch. 6 Sec. 32 for more details. <https://ecode360.com/34837503>
- ☐ Yes ☒ No Will the establishment offer an Outdoor Dining Area?
- State the reason the applicant desires a liquor license for the establishment: _____
 Provide a service offering that enhances the core restaurant business.
- If approved, how would the liquor license benefit the City and its residents? _____
Service offering on the west side of veterans parkway another option for the employees in the surrounding area
- ☐ Yes ☒ No Will the establishment offer live entertainment in the establishment? *If yes, please explain:* _____
- ☒ Yes ☐ No Will the proposed or current establishment sell food?
- ☒ Yes ☐ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol?
If yes, what sources will such revenue be derived? _____
Food sales
- If approved, what license renewal billing cycle would be preferred? ☒ Annual ☐ Semi-Annual

Impact of Establishment:

- What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	11am	10pm
Tuesday:	11am	10pm
Wednesday:	11am	10pm
Thursday:	11am	10pm
Friday:	11am	10pm
Saturday:	11am	10pm
Sunday:	11am	10pm
- Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.)
Commercial and residential
 - If there are office or commercial buildings nearby, approximately what are their hours of operation?
8am to 7pm
 - Is the area predominately residential, are they single or multi-family homes?
It is commercial and residential. Residential is both single and multi-family.
- Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.)
It is on the corner of Oakland Ave. and Four Seasons Rd.
- How much additional traffic is expected to be generated with a liquor license? _____
No additional traffic. Oakland Avenue has over 10,000 vehicles per day
- Describe any and all on- and off-street parking: _____
Parking lot with over 10 parking spots
- How many establishments with liquor licenses are located within 500 ft. of the establishment? 1

**Responsibility:**

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

Please provide any additional information significant to this application:

Additional License Interests:

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

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

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

I, the undersigned, swear or affirm that:

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

Viren Nayi

Member

Name (Please Print)

Title

November 8, 2021

Date

Owner Information

Viren Nayi 60% Owner

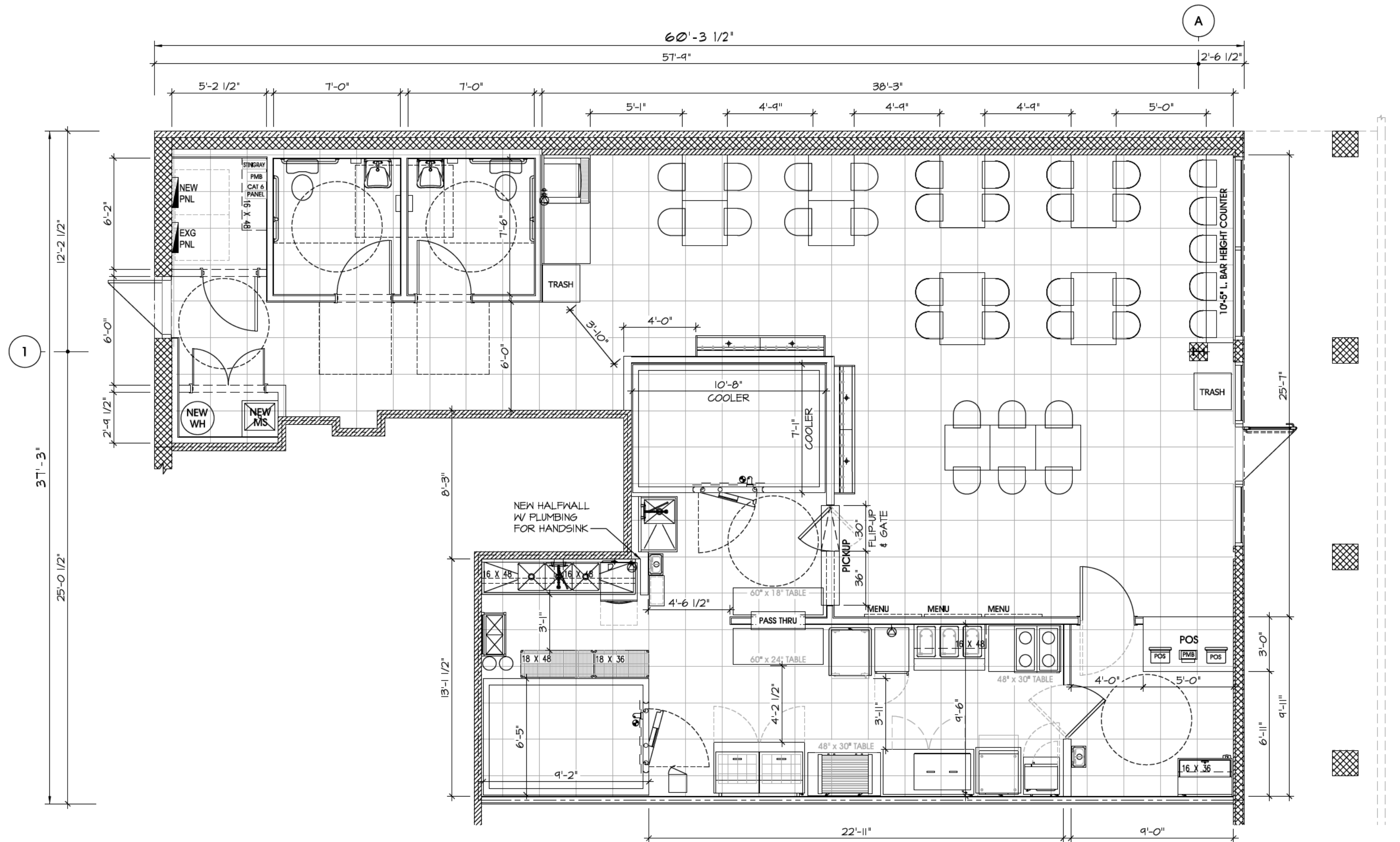
[REDACTED]

Chicago Illinois 60625

Kishan Patel 40% Owner/Restaurant Manager

[REDACTED].

Bloomington, IL 61701



litter included beer and wine bottles of types offered by the applicant establishment. He stated that in the past, during the summer, he would notice individuals drinking on property and smoking crack behind his garage after leaving the establishment.

Commissioner Mwilambwe asked if the garage was part of his residence. Mr. Williams responded that it was on the duplex's property which he rented out.

Mr. Patel stated that the concerns that were raised were not for his property, and he was unable to control patrons if they were on the street.

Mr. Williams told Mr. Patel that he had control when alcohol was purchased from his establishment.

Commissioner Mwilambwe reminded Mr. Williams to address the Commission not the applicant. Commissioner Mwilambwe then asked if there was anyone additional who would like to speak for or against the application. No additional individuals came forward.

Mr. Patel stated that it was difficult to determine that those loitering and littering came from his establishment.

Council Member Meister made a motion, seconded by Council Member Mwilambwe, that the item be forwarded to Council with a positive recommendation.

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

AYES: Mwilambwe, Meister

Motion carried.

Commissioner Mwilambwe closed the public hearing at 4:36 p.m.

The following item was presented:

Item 5.C. Consideration and action on an Application from Jay Sadhimma Three, LLC, d/b/a Crave Hot Dogs and BBQ, to be located at 2401 E. Oakland Ave., Unit B requesting a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

Commissioner Mwilambwe opened the public hearing at 4:37 p.m.

Rich Marvel, Attorney on behalf of the Applicant, after being sworn, addressed the Commission. He explained that the space was previously a nail salon and that the owner would complete a \$500,000 remodel of the space to bring in the dine-in franchise establishment. He stated that there would likely be 4 to 6 employees with a local general manager. He provided background of Viren Nayi's, Owner of the Jay Sadhimma Three, LLC, experience with liquor licenses noting Mr. Nayi owned the neighboring Shell Gas Station that held a package liquor license as well as another location under another entity in Warrenville. He noted that neither location had liquor violations. He stated that the hours of operation would be 11:00 a.m. to 10:00 p.m.

Commissioner Meister asked if the applicant would apply for a video gaming license. Mr. Marvel responded that they were aware of the current video gaming waitlist and that the applicant may consider applying for video gaming in the future.

Commissioner Meister asked if staff would be BASSET trained. Mr. Marvel stated that

all employees would be BASSET trained.

Commissioner Mwilambwe asked the approximate number of employees. Mr. Marvel stated that they expected 4 to 6 employees but that it was dependent on if State Farm Insurance returned in-office as it was in close proximity.

Commissioner Meister asked for a confirmation on the establishment's capacity. Mr. Marvel stated that no final certificate of occupancy had been issued, but that according to the floorplan, there would be 36-40 seats. He noted that the Fire Marshal had not provided an official capacity.

Mr. Boyle asked believed that the business was at the beginning phase of the planning process. Mr. Marvel stated that with such a significant remodel, his client sought to obtain a liquor license before renovation.

Commissioner Mwilambwe confirmed that the overall size of the building would not change. Mr. Marvel confirmed it was an internal remodel.

Mr. Boyle asked about the number of parking spaces available. Mr. Marvel responded that he believed that there were 10 spaces in front of the unit.

Viryn Nai, Owner of Jay Sadhimaa Three, LLC, after being sworn, addressed the Commission.

Mr. Boyle asked Mr. Nayi how long he had owned the Shell Gas Station. Mr. Nayi responded that March would be one year of business.

Mr. Boyle asked Mr. Nayi where he resided and if there was a manager that resided in Bloomington. Mr. Nayi responded that he lived in Chicago but that Drew Patel, General Manager, resided in McLean County.

Mr. Boyle asked Mr. Nayi the nature of his other businesses. Mr. Nayi responded that he owned a liquor store in Warrenville and a gas station in Sandwich, IL.

Mr. Boyle asked if there had been liquor violations at either location. Mr. Nayi stated that there had not.

Mr. Boyle then asked how long Mr. Nayi had owned the other establishments. Mr. Nayi stated that he owned the location in Warrenville for five years.

Mr. Boyle asked for confirmation of the seating capacity. Mr. Nayi confirmed the seating capacity as 36 to 40 individuals.

Commissioner Mwilambwe confirmed the general manager of the applicant restaurant lived in McLean County. Mr. Nayi confirmed.

Council Member Meister made a motion, seconded by Council Member Mwilambwe, that the item be forwarded to Council with a positive recommendation.

Mr. Boyle reminded the applicant that all licenses are contingent upon building, health, and safety code compliance as well as zoning code.

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

AYES: Mwilambwe, Meister

Motion carried.



CONSENT AGENDA ITEM NO. 7.L

FOR COUNCIL: January 24, 2022

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Lake Bloomington Lot Transfer, Petition and Supplemental Agreement for Lot 2 in Block 2 in Camp Kickapoo, from Michael Kirchner to the petitioners, Anna and James Kolstad, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Lot Transfer, Petition, and Supplemental Agreement be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Public Works is recommending the approval of a Petition for Lake Bloomington Lot Transfer and Supplemental Lease Agreement for Lake Bloomington Lot 2 in Block 2 in Camp Kickapoo, from Michael Kirchner to the petitioners, Anna and James Kolstad. Lot 2 in Block 2 has a residence, a septic system, and one boat dock.

A licensed septic system installer, Rob Williamson, installed a new septic system on Lot 2 in Block 2 in Camp Kickapoo. The McLean County Health Department inspected and approved the new septic system on November 17, 2021. Please see the attached septic system permit.

The Petitioners have signed a supplemental agreement that states that the septic tank must be pumped, and the septic system must be evaluated by an approved McLean County Health Department septic evaluator prior to January 10, 2025, and once every three years following. Proof of tank pumping and evaluation shall be submitted to the City of Bloomington.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This petition will have a financial impact in that the current lease uses a flat lease rate of \$20.00 per year to determine the Lake Lease Fee. With the current lease rate formula of \$0.40 per \$100.00 Equalized Assessed Value, this lease will generate approximately \$597.32 per year in lease income and \$150.00 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance-Lease Income account (50100140-57590). The

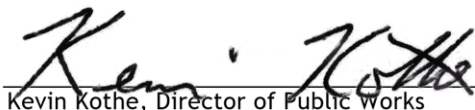
Garbage Collection fee is recorded in Lake Maintenance-Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY 2022 Budget Book titled "Other Funds & Capital Improvements" on page 126.

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

Respectfully submitted for Council consideration.

Prepared by: Joe Darter, Property Manager

Reviewed by:


Kevin Kothe, Director of Public Works

1/7/2022


Chris Tomertin, Budget Manager

1/10/2022

George Boyle
George Boyle, Assistant Corporation Counsel

1/18/2022


Kara Henry, Legislative Assistant & Records Manager

1/20/2022

Attachments:

- PW 3B Current Lease_Kirchner to Kolstad Lake Lot Transfer
- PW 3C Property Manager Memo_Kirchner to Kolstad Lake Lot Transfer
- PW 3D Petition_Kirchner to Kolstad Lake Lot Transfer
- PW 3E Septic Information_Kirchner to Kolstad Lake Lot Transfer
- PW 3F Agreement_Kirchner to Kolstad Lake Lot Transfer
- PW 3G Supplemental Agreement_Kirchner to Kolstad Lake Lot Transfer
- PW 3H Location Map_Kirchner to Kolstad Lake Lot Transfer
- PW 3I Unrecorded Plat Map_Kirchner to Kolstad Lake Lot Transfer
- PW 3J Structure Map_Kirchner to Kolstad Lake Lot Transfer
- PW 3K Photograph_Kirchner to Kolstad Lake Lot Transfer

LEASE

This lease, made this 12 day of Aug, 1985, by and between the City of Bloomington, a municipal corporation, of McLean County, Illinois, of the first part, hereinafter called the lessor, and MICHAEL WILLIAM KIRCHNER of LAKE BLOOMINGTON

County of MCLEAN, State of Illinois, of the second part, hereinafter called the lessee, (to be taken in such number and from such gender as shall be appropriate).

The lessor, for and in consideration of the rents, covenants and agreements hereinafter mentioned by said lessee to be paid, kept and performed, has granted, demised and let, and by these presents does grant, demise and let unto the lessee, his heirs, executors, administrators and assigns, all of the following lands and tenements, situated in McLean County, described as follows:

Lot 2 in Block 2, in KICKAPOO according to the private unrecorded plat of the ground belonging to said lessor located around Lake Bloomington, in Hudson and Money Creek Townships, in McLean County, Illinois.

TO HAVE AND TO HOLD the above described premises, with the appurtenances, to said lessee, his heirs, executors, administrators and assigns until the first day of January, 2032, the lessee, his heirs, executors, administrators and assigns covenanting and paying therefor unto the first party its successors and assigns as follows:

1. The lessee shall pay the sum of _____ (\$.....) Dollars, cash in hand, upon the execution of this agreement, and on or before the first day of January of each year, as rent, the sum of _____ (\$.....) Dollars.
2. It is further agreed that the lessee shall pay during the life of this lease all taxes that may be levied against said premises or improvements thereon by the Government of the United States, the State of Illinois or any subdivision of either.
3. All improvements to be made on said lot are to be located under the direction of the lessor and all plans and specifications must first be submitted to the lessor for approval, and no additions shall be made to said improvements without the lessor's consent and according to directions.
4. The lessee shall at all times hereafter keep said premises and the structures thereon in good sanitary condition and use all reasonable care to keep the same safe from danger by fire and shall without delay comply with the by-laws and sanitary regulations of the lessor and further agrees that in default in this regard the lessor, by its servants and agents, may enter thereon and remove therefrom any and all nuisances that may in the opinions of the lessor be injurious to health of the occupants of said premises and agrees to pay the lessor all expenses and costs incurred for such removal within ten days thereafter. Said lessee shall keep said premises free and clear of anything that may endanger by fire the buildings thereon or adjacent thereto. Said lessee shall also keep said premises free and clear of noxious weeds and debris and in a neat and sanitary condition and to conform to all rules and regulations that may hereafter be prescribed by the lessor or the law of the State of Illinois.
5. The lessee agrees and is to install and use on said premises such type of sanitary water closets, sinks, garbage cans and other paraphernalia for the disposal of waste as may be approved by the lessor or the State Department of Public Health of the State of Illinois, or any board set up by the State that shall have in charge sanitation and public health in the State of Illinois. The lessee further agrees that he will so use and occupy said premises to in no way contaminate the waters of Lake Bloomington. Lessee further agrees that whenever sewer connections are made available to said premises and it is ordered by the lessor that connections should be made therewith, that he will connect all water closets, cesspools, sinks and drains to said sewer.
6. Lessee further agrees to pay such reasonable water rate or tax for the use of water furnished by the lessor and such garbage and sanitation charges as shall be fixed from time to time by the lessor and according to the rules and regulations as to the time of payment as the lessor may fix.
7. The lessee and those occupying under him shall at all times be subject to such rules and regulations as may from time to time be laid down by lessor, its successors and assigns, in the occupation and use of said premises and the use of Lake Bloomington; and said lessee shall not engage in or permit others to engage in any occupation, business or practice on said premises that shall in any way conflict with or be in violation of any law or the by-laws or regulations of the lessor in effect at that time or thereafter adopted, or use said premises in violation of any laws of any government unit having jurisdiction over said territory. Such violation shall render this lease null and void.
8. Lessee shall use said premises for the purpose of a private dwelling or residence only, except upon special permit from the lessor. No more than one residence shall be built on one lot. No trees or saplings shall be felled or trimmed without the permission of the lessor.
9. The lessee shall not sell, assign or transfer this lease or sublet or allow other persons to occupy said premises without the written consent of the lessor; nothing herein contained, however, shall prevent the lessee from mortgaging said premises for the purpose of securing funds to construct a home thereon or to repair existing structures on the leasehold, but in no event, however, shall this clause be construed to mean that the lessee shall mortgage any more than his lease interest and that the fee to the lot shall remain in the lessor regardless of any foreclosure proceedings.
10. All bills due the lessor by the lessee for water, garbage disposal, etc., if not paid within thirty days after the same shall be due and payable, shall be increased ten per cent of their amount.
11. The lessee shall have the right to use Lake Bloomington for boating, swimming and fishing under such rules and regulations as now or may hereafter be prescribed by the lessor.
12. If the lessee shall fail to pay or perform any act as herein agreed, then this lease at the election of the lessor be null and void and all improvements on said premises shall be forfeited to the lessor and the lessor shall be entitled to immediate possession of said premises and improvements. And in case this lease shall be declared void lessee shall thenceforth be deemed a mere tenant holding over after the expiration of this lease and be liable to be proceeded against without notice to quit. Notice to quit and of a forfeiture are hereby waived. And the lessor upon such default shall be at liberty to sell or lease the premises to any person or persons whomsoever without being liable in law or equity to the lessee or any person claiming under him for any damages in consequence of such sale or lease. And the lessor shall have the right to recover all damages sustained by reason of the holding over of the lessee without permission. It is understood that TIME is and shall be deemed and taken as of the very essence of this agreement; that unless the same shall in all respects be complied with by the lessee at the respective times and in the manner above limited and declared, the lessee shall lose and be debarred from all rights, remedies and actions, either in law or in equity, upon or under this lease.
13. It is further agreed that in case default should be made by the lessee in any of the conditions stipulated to be performed by him and the lessor shall see fit to declare this lease void, such declaration shall be made and this lease forfeited by notice thereof addressed to the lessee at _____ ILLINOIS and this shall constitute a good and sufficient notice and service thereof, or by the re-entry and taking possession without notice.
14. This agreement shall be binding upon the heirs, executors, administrators and assigns of the respective parties hereto.

IN WITNESS WHEREOF the lessor has caused this instrument to be executed by its Mayor and City Clerk, and its seal attached hereto, and the lessee has hereunto set his hand and seal, all on the day and year first above written.

Attest:

By: David C. [Signature]

Its City Clerk.

CITY OF BLOOMINGTON, ILLINOIS

Jessy R. Smart

Its Mayor.

(Seal)

(Seal)

(Seal)

MEMORANDUM

December 20, 2021

To: Kevin Kothe, PE, Director of Public Works

From: Joseph M. Darter, Property Manager

Subject: Lot 2, Block 2 in Camp Kickapoo Lake Lease Transfer

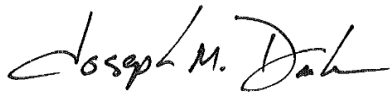
A Petition and Lake Lot Transfer request has been submitted for Lot 2, Block 2 in Camp Kickapoo, from Michael Kirchner to the petitioners, Anna and James Kolstad.

EAV for this property is \$149,330. This Lake Lease uses the flat lease rate of \$20.00 per year.

This petition will have a financial impact in that the current lease uses a flat lease rate of \$20.00 per year to determine the Lake Lease Fee. With the current lease rate formula of \$0.40 per \$100.00 Equalized Assessed Value, this lease will generate approximately \$597.32 per year in lease income and \$150.00 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance Lease Income account (50100140-57590). The Garbage Collection fee is recorded in Lake Maintenance – Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY2022 Budget Book titled "Other Funds & Capital Improvements" on page 126.

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

Sincerely,



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



Lake Bloomington Lease Transfer Petition

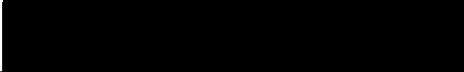
That the purchase price and rentals having been paid to the City of Bloomington for:

LOT: 2 BLOCK 2 of Camp Kickapoo

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

From: (please print) Estate of Mik Kirchner (Seller Name) (Anna Kolstad-POA)

To: (please print) Anna + James Kolstad (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) Anna + James Kolstad (Buyer) and

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

Estate of Mike Kirchner (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

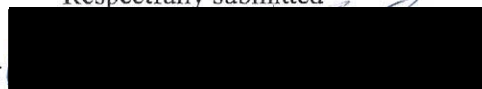
(Seller) Estate of Mike Kirchner has executed deed of transfer of their interest in said premises and an assignment of the Leases therefore your petitioner.

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



109 E. Olive
PO Box 3157
Bloomington, Illinois 61702-3157

Phone: (309) 434-2210
Fax: (309) 434-2802
TTY (309) 829-5115

"Jewel of Midwest Cities."

WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON:

LOT 2 BLOCK 2 CAMP Kickapoo,
OF LAKE BLOOMINGTON.

Now comes the City of Bloomington and gives this, its written consent to the assignment on all right, title, and interest of (Seller) Estate of Mike Krchner, in and to the premises known as LOT 2 BLOCK 2 in Camp Kickapoo, 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

Odenthal, Samantha

From: Odenthal, Samantha
Sent: Thursday, December 2, 2021 9:36 AM
To: [REDACTED]
Cc: Joe Darter; 'Rob Williamson'
Subject: [REDACTED] Ron Smith Mem Hwy

Good morning,

Please let this e-mail serve as confirmation that the septic system installed at [REDACTED] Ron Smith Memorial Highway (Permit #21-14466) was inspected and approved by our department on 11/17/21. If you require anything else, please let me know.

Respectfully,



Samantha Odenthal
Staff Sanitarian

P: (309) 888-5482

F: (309) 888-5506

E: samantha.odenthal@mcleancountyil.gov

200 W. Front St., Bloomington, IL 61701 • health.mcleancountyil.gov



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McLEAN COUNTY HEALTH DEPARTMENT

200 W. Front Street
Bloomington, Illinois 61701
Telephone (309) 888-5482
Fax (309) 888-5506

FINAL APPROVAL OF SEWAGE DISPOSAL SYSTEM INSTALLATION

Permit Number: 21-14466
Applicant: Anna Kolstad
Present Address: [REDACTED]
Phone Number: Daytime: [REDACTED]
Location of Proposed System: Parcel No. 08-06-351-015 Lot 141, Lake Blm-Kickapoo
Township: Money Creek
Installer: Rob Williamson
System installed: Septic Tank, Seepage Field
Permit Issue Date: 8/10/2021

OU
JRH

Inspected by: Scott H. Heath / Don Mayes Date: 12/04/2021
(Sanitarian)

The inspection and approval of your private sewage disposal system is in no way to be considered a written guarantee that the system will give indefinite and trouble-free service. This statement is made because (1) layout and sizing of the system was based upon information submitted by the applicant and the installer and (2) the Health Department has no control over day-to-day operation of the system.

As the property owner you are now responsible for the day-to-day operation of your private sewage disposal system. In order to prolong the usefulness and life expectancy of the system, the following points shall be noted:

1. The septic tank should be pumped every 3 to 5 years to protect the seepage field or sand filter from premature clogging with sludge and solids.
2. The use of excessive amounts of detergents, chemicals and water in general, which will accelerate soil clogging and seepage field or sand filter failure, should be restricted.
3. Buried sand filters shall be chlorinated in accordance with the Code.
4. The following additional waste loads shall not be added onto the system without first providing for the necessary system enlargement:
 - a. Garbage disposal units.
 - b. Increase in the number of persons beyond two per bedroom using the system.
 - c. Increase in the number of bedrooms or rooms such as dens, studies, etc., having closet space that could easily be converted into a bedroom.

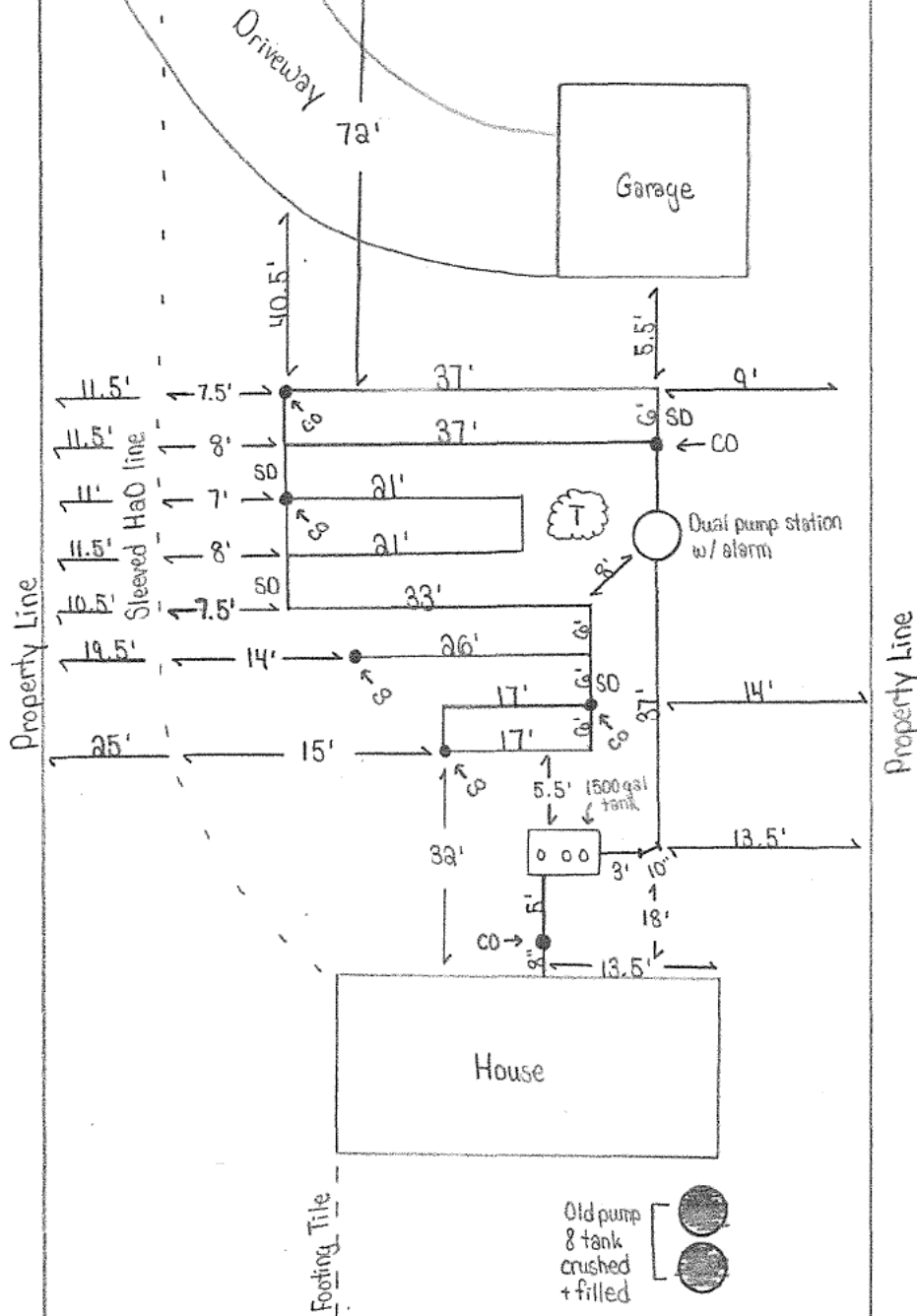
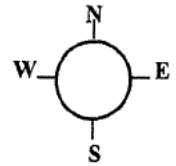
If you have any questions regarding this permit, please contact this department at the telephone number listed on the first page heading.

☐ Applicant's Completed Copy
☐ Zoning's Completed Copy

☐ Installer's Completed Copy
☐ Health Department's Completed Copy

Bon Smith Memorial Hwy * Not drawn to scale * Road

PLOT LAYOUT



FOR OFFICE USE ONLY

1. Permit # 21-14466

5. Sq. Ft. of Field/S.F. 1,045 sq ft / 209 lineal ft

2. Owner Anna Kolstad

6. Inspection Date 11/17/2021

3. Installer Bob Williamson

7. Inspector Samuel P. P. P.

4. Tank Mfg. Darnall Size 1500 gallons

INSPECTION FOR A PRIVATE SEWAGE DISPOSAL SYSTEM

OWNER Anna Koletad INSTALLER Rob Williamson PERMIT # 21-144066

A. Inspection Points In House

	Yes	No
1. Does the clothes washer drain to the septic tank?	☒	☐
2. Do all of the floor drains flow to the septic tank?	☒	☐
If no or N/A, explain _____		
3. The water softener discharges to _____		
4. Hot tub/ Pool discharges to _____		
5. Sump pump drains the- _____		
And discharges to _____		
6. Sewage ejector drains the _____		
And discharges to _____		
7. The footing tile drains to _____		
8. Is the septic tank capacity large enough to accommodate a garbage disposal?	☐	☒
9. Is the garbage disposal present?	☐	☒
10. Does the number of bedrooms correspond to the number on application?	☒	☐

B. House to Tank Sewer Line

1. Is an approved 4" material used?	☒	☐
2. Is the minimum distance requirement of 5' met?	☒	☐
3. Are all of the joints properly sealed?	☒	☐
4. Proper Slope? (1/8" /ft. minimum)	☒	☐
5. Are there any joints above areas of overdig?	☐	☒
6. Was a cleanout installed?	☒	☐

C. Septic Tank Inspection

1. a. Tank mfg. <u>Danall</u> b. Size(s) <u>1500 gallon</u> c. Tank level <u>+/- 1/2"</u>	☒	☐
2. Is the inlet line properly placed in the inlet hole?	☒	☐
3. Is the outlet line properly placed <u>in</u> the outlet hole?	☒	☐
4. Are the baffles of approved design and in good repair? (e.g. gas deflection)	☒	☐
5. Depth from tank top to ground surface <u>18"</u> ?	☒	☐
6. Are risers provided?	☒	☐
7. Is the tank access port within 12" of the ground surface?	☒	☐

D. Effluent Line From Tank to Field or Sand Filter

1. Are approved materials used for the line?	☒	☐
(Note: The first 5' must be SCH 40 or equivalent and 4" in diameter)		
2. Does the line have the proper slope? (7" drop minimum)	☒	☐
3. Is there 5' of undisturbed earth between tank and trench?	☒	☐

E. Disposal Field

1. Does the number of sq. ft. equal or exceed the required amount? <u>1,045 sq ft / 909 lineal ft</u>	☒	☐
2. Is the disposal field "level"?	☒	☐
3. Is the width of the trenches acceptable? (3' Max.) Width <u>3'</u>	☒	☐
4. Is the depth of trenches acceptable in relation to the depth of the system as proposed by the installer?	☒	☐
5. Is an approved type of rock used? (3/4" - 4")	☐	☐
6. Is an approved material used for the seepage line?	☒	☐
7. Are the holes in the pipes large enough (1/2" - 3/4") and the pipes properly installed?	☐	☐
8. Is the depth of the rock correct?	☐	☐
9. Is the gravel properly covered with approved material? <u>* Infiltrator chambers</u>	☐	☐
10. Are the lines "tied" together?	☒	☐
11. Is the field at least 10' from the building?	☒	☐
12. Is the field at least 5' from the property line?	☒	☐
13. Is the system installed where the soil borings were done?	☒	☐

F. Water Supply

1. Is the well or cistern 50' from the tank and 75' from the field bed or sand filter?	☐	☐
2. Is the water line 10' + (suction 50') from the sewer line and the tank?	☒	☐
3. Is the water line 25' + (suction 75') from the field bed or sand filter? (Variance)	☐	☒

G. Miscellaneous

1. Are neighboring wells and cisterns 75' or more from the system?
2. Are the downspouts directed away from the system?
3. Have the proper materials been used under driveway areas?
4. Are all distances indicated on the layout drawing (tiles)?
5. Is the installer present?
6. Was a transit or a laser used for checking the system?
7. Are any drainage or landscaping problems evident?
8. If a pump was needed, has an approved alarm been installed?

Yes No

✓	
✓	
✓	
✓	
✓	
	✓
✓	

H. Serial Distribution

1. Does the line from the tank to the field have proper slope (7" min.)?
2. Is the line from the tank to the field installed on 5' of undisturbed earth?
3. Is the overflow at least 1" lower than the tank outlet?
4. Is a solid line used for the stepdown?
5. Is the stepdown line built on 6' of undisturbed earth?
6. Is 6" of earth cover used over the trenches?
7. Is the invert of the overflow level with or higher than the top of the bedding material?

I. Sand Filter

1. Does the number of sq. ft. equal or exceed the required amount?
2. Is an approved material used for the collection line?
3. Are the proper number of collection lines installed? Number _____
4. Do all collection lines have the proper amount of slope? (3"/50')
5. Are all collection lines installed on 2" of rock?
6. Source of filter sand _____
7. Method of evaluating filter sand?
8. Are approved materials used for the distribution lines?
9. Are the holes in the pipes large enough (1/2" - 3/4") and the pipes properly installed?
10. Are the proper number of distribution lines installed? Number _____
11. Are the distribution lines on 3' centers and 1 1/2' from side walls?
12. Are the distribution lines level?
13. Is the top layer of gravel properly covered with approved material?
14. Will 12" min. of earth cover be used over the filter bed? Depth _____
15. Is the sand filter at least 5' from the property line?
16. Is the chlorinator of an approved design and properly installed?
17. Is an approved 4" screened vent pipe installed?
18. Is the chlorine contact tank of approved design, properly baffled?
19. Contact Tank Mfg. _____ Size Gallons _____
20. Is a 4" sampling port provided on the chlorine contact tank?
21. Where does the chlorine contact tank drain? _____
22. Does the effluent discharge meet the requirements of section 905.110(a)?

J. Comments:

- All plumbing is routed to septic.
- 3" fall from house to tank.
- 6" fall from tank to pump.
- 1' fall between SDs.
- ASTM D2665 for pipes.



Sanitarian

11/17/2008

Date



Installer

Williamson Excavating, LLC
 14964 Halsey Road
 Heyworth, IL 61745

Estimate

Date	Estimate #
4/21/2021	2458

Name / Address
Anna Kolstad

			Job Name	
Description	Qty	Cost	Total	
Septic system for a 3 bedroom house with a garbage disposal. 1500 Gallon Septic Tank Installed 975 Sq. Ft. of Seepage Field Installed 40 Ft. of 4" sch40 pvc Pipe & Fittings Installed pump & abandoned old septic tank Re-route water line Total Job Cost		16,270.00	16,270.00	
soil borings	1	375.00	375.00	
Permit Fee	1	272.00	272.00	
We will have to remove deck boards to get to the old tank. Our price does not include repairing the deck. Our price does not include any plumbing changes inside the house that are needed. This price does not include a finish grade, only rough grade will be done. If any old tile are encountered, there will be an additional charge to re-route them around the septic system as required by the Health Dept. If any utilities are encountered, there will be an additional charge of \$130 each time a utility is encountered. If any additional 4" sch40 pvc pipe is required, the additional footage will cost an additional \$5.20 per foot.				
Full payment within 30 days of project completion. A late fee of 1.5% per month will be added to any unpaid balance after 30 days. The customer agrees to pay all costs of collecting any past due account including but not limited to lawyer and court costs.			Total \$16,917.00	
Authorization to due work and acceptance of terms. _____				

Phone #	Fax #
(309) 275-3003	

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the _____ day of _____, 2022

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

Anna & James Kelsstad

(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, Milwaukee, County of McLean, State of Illinois, hereinafter called "Lessee," Milwaukee Wisconsin

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 2 in Block 2 in Camp Kickapoo according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

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

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

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

- A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:
 - 1) If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ (\$.15) per \$100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of

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

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

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

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

- B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.
4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.
5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.
6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.
-

7. WATER. Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.
 8. GARBAGE. City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.
 9. ASSIGNMENT. Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.
 10. RULES & REGULATIONS. Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.
 11. USE OF AND ACCESS TO LAKE. Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.
 12. TREE CUTTING. No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.
 13. DEFAULT. If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.
 14. TERMINATION BY LESSEE. Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any
-

improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.

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

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

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

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

City

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

Lessee Name and Mailing Address

Anna + James Kolstad

Lessee Billing Address

Same as above

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

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

-Lessor-

CITY OF BLOOMINGTON

By:

Its Mayor

Attest:

City Clerk

-Lessee-

[Redacted Signature]

SUPPLEMENTAL LEASE AGREEMENT

This Agreement is entered into by and between the City of Bloomington, McLean County, Illinois, a Municipal Corporation, (hereinafter, "Lessor") and Anna and James Kolstad, (hereinafter, "Lessees") and is intended by the parties to be incorporated into and made a part of the lake lot lease between the parties for Lot 2 in Block 2 in Camp Kickapoo and enforceable under the terms of said lease.

WHEREAS, on November 17, 2021, the McLean County Health Department inspected and approved a new septic system regarding the above-mentioned property,

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

Now, therefore, the parties agree as follows:

1. If the existing system fails or needs to be replaced, lessees shall install within 90 days, a new septic system upon the leased premises that meets all codes and regulations of all government agencies with jurisdiction over the premises.
2. Prior to any construction or demolition activity upon the premises including, included but not limited to, residential construction, septic system installation or maintenance, all adversely affected trees must be assessed according to the City of Bloomington tree assessment policy and payment made to the City for the assessed value of the affected trees.
3. Any construction project occurring on the premises must comply with all codes and regulations of all governmental agencies having jurisdiction over the premises in effect at the time of construction.
4. Septic tank(s) are to be pumped no later than January 10, 2025, and once every three years following. Proof of pumping shall be submitted to the City of Bloomington.
5. Septic system shall be evaluated by a McLean County Health Department approved septic evaluator no later than January 10, 2025, and once every three years following. Proof of evaluation shall be submitted to the City of Bloomington.
6. This supplemental lease agreement shall be enforceable under the terms of the lease it supplements in the same manner and to the same extent as if fully set forth in the terms of the lease. Failure to comply with the terms of this agreement will be construed as a failure to comply with the terms of the lease and may be considered a breach of said lease.

LESSOR:

City of Bloomington,
a Municipal Corporation

By: _____
Mboka Mwilambwe, Mayor



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

ATTEST: _____
Leslie Smith-Yocum, City Clerk

LESSEES: _____

Anna Kolstad, Lessee

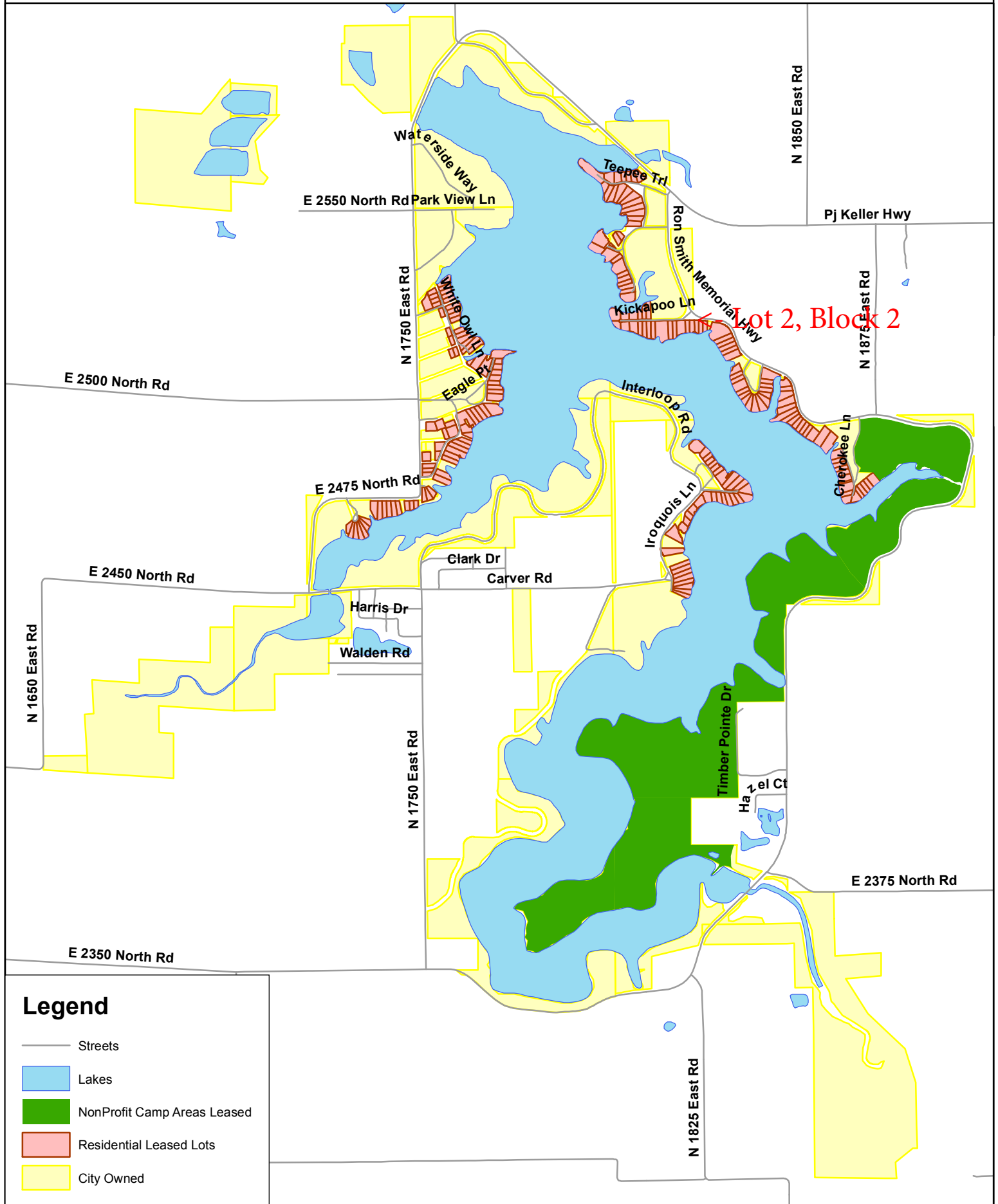
James Kolstad, Lessee

Lake Bloomington Lease Map



0 1,000 2,000

Feet
Date: 4/23/2021



CAMP KICKAPOO

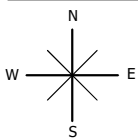
ON EAST SHORE OF
LAKE BLOOMINGTON

SCALE IN FEET
0 100 200 300 400 500
K113 = MAILING ADDRESS 1/86

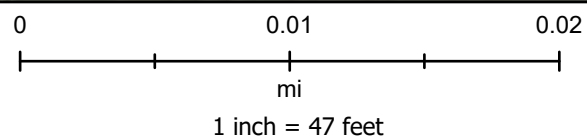
<- Lot 2, Block 2

CAMP KICKAPOO LAKE BLOOMINGTON			
CITY OF BLOOMINGTON, ILLINOIS 61701			
OFFICE OF THE CITY ENGINEER			
PLAT, SCALE	VERT. SCALE	FILE NO.	
REU.	7/23/73	LB-71	
RES.	7/23/73	SHT. 1 OF 1	

RETRACED ON JULY 23, 1973 FROM A PRINT OF A TRACING MADE AUGUST 20, 1943 OF THE ORIGINAL PLAT,
(NO DATE AVAILABLE FOR THE ORIGINAL)



McGIS does not guarantee the accuracy of the information displayed. Only on-site verification or field surveys by a licensed professional land surveyor can provide such accuracy. Use for display and reference purposes only.







CONSENT AGENDA ITEM NO. 7.M

FOR COUNCIL: January 24, 2022

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Lake Bloomington Lot Transfer and Supplemental Agreement for Lot 2 in Block 13 in Camp Potawatomie, from Dean O. Campbell to the petitioner, Jacon Allen, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Lot Transfer, Petition, and Supplemental Agreement be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Public Works is recommending the approval of a Petition for the Lake Bloomington Lot Transfer and Supplemental Lease Agreement for Lot 2 in Block 13 in Camp Potawatomie, from Dean O. Campbell to the petitioner, Jacon Allen. Lot 2 in Block 13 has a residence, a septic system, and no boat dock.

A licensed inspector, Rob Williamson, inspected the septic system on September 4, 2021, and found the system to be in the following condition, as noted in the September 14, 2021, letter from the McLean County Health Department:

- ❖ The basement floor drain discharges to a tile. The floor drain cannot be used as a discharge point for sewage producing fixtures.
- ❖ The septic tanks do not meet the minimum sizing requires of 750 gallons. This may remain as is until the septic system is repaired or replaced.
- ❖ The inlet baffle on the first tank is a 4" tee. This must be replaced.
- ❖ The second septic tank is installed deeper than allowed by code. This department recommends risers or access ports be installed over the inlet and outlet of the tank to allow for evaluation and maintenance of the tank.
- ❖ The lid on the second tank is not in good condition. This must be repaired or replaced.
- ❖ Tree roots were present around the lids of the septic tanks. Mr. Williamson removed the roots at the time of the evaluation.
- ❖ The seepage field has been installed up to 4" deeper than allowed by current code. This may remain as is until the septic system is repaired or replaced.
- ❖ The seepage field is a minimum of 121 square feet too small. This may remain as is until the septic system is repaired or replaced.

Prior to submitting the transfer petition, the leaseholder had the floor drain sealed,

replaced the baffles on the tanks, installed a riser and replaced the lid on the second septic tank, and removed the roots around the lids of the septic tanks.

The Petitioners have signed a supplemental agreement that states that the septic tank must be pumped, and the septic system must be evaluated by an approved McLean County Health Department septic evaluator prior to January 24, 2025, and once every three years following. Proof of tank pumping and evaluation shall be submitted to the City of Bloomington.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

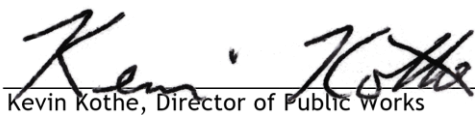
FINANCIAL IMPACT: This petition will have a financial impact in that the current lease uses the current formula of \$0.15 per \$100.00 Equalized Assessed Value to determining the Lake Lease Fee. With the current lease rate formula of \$0.40 per \$100.00 Equalized Assessed Value, this lease will generate approximately \$166.66 per year in lease income and \$150.00 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance-Lease Income account (50100140-57590). The Garbage Collection fee is recorded in Lake Maintenance-Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY 2022 Budget Book titled "Other Funds & Capital Improvements" on page 126.

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

Respectfully submitted for Council consideration.

Prepared by: Joe Darter, Property Manager

Reviewed by:



Kevin Kothe, Director of Public Works

1/7/2022



Chris Tomerlin, Budget Manager

1/10/2022



George Boyle, Assistant Corporation Counsel

1/11/2022



Tara Henry, Legislative Assistant & Records Manager

1/19/2022

Attachments:

- PW 5B Current Lease_Campbell to Allen Lake Lot Transfer
- PW 5C Property Manager Memo_Campbell to Allen Lake Lot Transfer
- PW 5D Petition_Campbell to Allen Lake Lot Transfer
- PW 5E Septic Information_Campbell to Allen Lake Lot Transfer
- PW 5F Agreement_Campbell to Allen Lake Lot Transfer
- PW 5G Supplemental Agreement_Campbell to Allen Lake Lot Transfer

- PW 5H Location Map_Campbell to Allen Lake Lot Transfer
- PW 5I Unrecorded Plat Map_Campbell to Allen Lake Lot Transfer
- PW 5J Structure Map_Campbell to Allen Lake Lot Transfer

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 10th day of December, 19 91 between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called "City," and Dean O. Campbell (if more than one Lessee, cross out 2 of the following that do not apply) (as joint tenants) (as tenants in common) (as tenants by the entirety) of Hudson, County of McLean, State of Illinois, hereinafter called "Lessee,"

WITNESSETH

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

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

Lot 07A in Block 13 in Camp Potawatomi, according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

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

3. RENT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City

Lessee Name and Mailing Address

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

Dean D. Campbell
[Redacted]
[Redacted]
[Redacted]

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

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

-Lessor-

-Lessee-

CITY OF BLOOMINGTON

By: [Signature]

Its Mayor

Attest:

[Signature]

[Redacted]
[Redacted]
[Redacted]

MEMORANDUM

December 29, 2021

To: Kevin Kothe, PE, Director of Public Works

From: Joseph M. Darter, Property Manager

Subject: Lot 2 in Block 13 in Camp Potawatomie Lake Lot Transfer

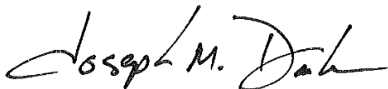
A Petition and Lake Lot Transfer request has been submitted for Lot 2, Block 13 in Camp Potawatomie, from Dean Campbell to the petitioner, Jacon Allen.

EAV for this property is \$41,666. The Lake Lease uses the current lake lease rate of \$0.15 per \$100.00 of EAV.

This petition will have a financial impact in that the current lease uses the formula of \$0.15 per \$100.00 Equalized Assessed Value to determining the Lake Lease Fee. With the current lease rate formula of \$0.40 per \$100.00 Equalized Assessed Value, this lease will generate approximately \$166.66 per year in lease income and \$150.00 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance Lease Income account (50100140-57590). The Garbage Collection fee is recorded in Lake Maintenance – Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY2022 Budget Book titled "Other Funds & Capital Improvements" on page 126.

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

Sincerely,



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



Lake Bloomington Lease Transfer Petition

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

LOT: 2 BLOCK 13 of Camp Potawatomie

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) Dean O. Campbell Estate - Kevin Robards - POA (Seller Name)

To: (please print) Jacon Allen (Buyer Name)

Signatures of Sellers [Redacted] 12/22/2021

Signatures of Sellers _____

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

Now comes (please print) Jacon Allen (Buyer) and

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

Dean O. Campbell - Kevin Robards - POA (Seller) In and to the Lease made on the

(Date) 12/10/1997 upon the above property, all located in McLean County, Illinois, together with all the

improvements, buildings and appurtenances thereon situated and thereunto belonging, and that the said

(Seller) Dean Campbell - Kevin Robards - POA has executed deed of transfer of their interest in

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

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

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

Respectfully submitted

Signature of Buyer [Redacted] 12-22-2021

Signature of Buyer _____



WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON:

LOT 2 BLOCK 13 CAMP Potawatomie,
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) Dean O. Campbell - Kevin Robards - POA in and to the premises known as LOT 2 BLOCK 13 in Camp Potawatomie Potawatomie, 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 January, 2022.

Mboka Mwilambwe, Mayor



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

September 14, 2021

Mr. Kevin Robards



Re: Septic Permit #76-7480
Parcel #07-01-452-002
Lake Bloomington – Lot 166, Potowatomie Subdivision

Dear Mr. Robards:

On September 7, 2021, this department received a septic system evaluation report from Mr. Rob Williamson, a McLean County licensed private sewage system installer, regarding the above-referenced property. The septic system evaluation was performed on September 4, 2021 and the following deficiencies were noted:

- The basement floor drain discharges to a tile. The floor drain cannot be used as a discharge point for sewage producing fixtures.
- The septic tanks do not meet the minimum sizing requirement of 750 gallons. This may remain as is until the septic system is repaired or replaced.
- The inlet baffle on the first septic tank is a 4" tee. This must be replaced.
- The second septic tank is installed deeper than allowed by current code. This department recommends risers or access ports be installed over the inlet and outlet of the tank to allow for evaluation and maintenance of the tank.
- The lid on the second septic tank is not in good condition. This must be repaired or replaced.
- Tree roots were present around the lids of the septic tank. Mr. Williamson removed the roots at the time of the evaluation. This department recommends the source of the tree roots be removed to prevent damage to the septic tank.
- The seepage field has been installed up to 4" deeper than allowed by current code. This may remain as is until the septic system is repaired or replaced.
- The seepage field is a minimum of 121 square feet too small. This may remain as is until the septic system is repaired or replaced.

Mr. Kevin Robards
September 14, 2021
Page 2

In summary, the septic system was installed in 1976 and is now approximately 45 years old. This office considers the average life expectancy of a septic system to be 20 to 25 years. The property has been vacant and may evaluate differently under normal use conditions.

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

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

Respectfully,



Thomas J. Anderson
Director of Environmental Health

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

TJA:AC:du

AC-0601-21-196

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: Kevin Robards

Address: _____

Phone #: _____

Day

Home

- -

2. Requestor Information:

Name: same

Address: _____

Phone #: _____

Day

- -

Home

- -

3. Property Information:

Parcel Number (Tax ID): () 07-01-452-002

Date Evaluation Performed: 09-04-21

Address of property evaluated: _____

Sub. & Lot: _____

Permit available from Health Dept.: Yes ☒ No ☐

Permit #: 76-7480

4. Interview Information:

Person interviewed: Kevin Robards

Original owner:

Yes ☐

No ☒

Age of home (years): 45

Intended for seasonal use:

Yes ☐

No ☒

Date last occupied: 1.5 yrs ago

Number of occupants: _____

Has tank ever been pumped: Yes ☒ No ☐

If yes, how often: _____

5. Interior Evaluation:

Number of bedrooms: 2

Garbage disposal: Yes ☐ No ☒

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

Water softener discharges to: n/a

Clothes washer discharges to: septic

Dishwasher discharges to: n/a

Hot tub discharges to: n/a

Basement plumbing fixtures:

Discharge locations:

a. n/a

a. _____

b. _____

b. _____

c. _____

c. _____

d. _____

d. _____

Basement floor drains discharge to: tile

Garage floor drains discharge to: n/a

Sump pit/pump discharges to: n/a

Downspouts discharge to: ground surface

6. Exterior Evaluation Points:

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

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

Tank One: N/A ☐	Yes	No	Tank Two: N/A ☐	Yes	No
Depth of soil to top of tank: 9 inches			Depth of soil to top of tank: 16 inches		
Tank has access within 12" of ground surface	☒	☐	Tank has access within 12" of ground surface	☐	☒
Size: 550 gallons Type:			Size: 600 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: 16 inches to 28 inches

Square feet of field: 279 square feet

Meets current code sizing requirements:

Seepage standing on ground surface:

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

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

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

Depth of water in trench : 0 inches

Yes	No
☐	☒
☐	☒
☐	☒
☐	☒
☐	☒

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

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

Yes	No
☒	☐

D. SEEPAGE BED -- This Section N/A ☒

Depth to top of bed: inches to inches

Square feet of bed: square feet

Meets current code sizing requirements:

Seepage standing on ground surface:

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

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

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

Depth of water in bed : inches

Yes	No
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐

E. SAND FILTER -- This Section N/A ☒

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

Square feet of sand filter: _____ square feet

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

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

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

G. AEROBIC UNIT -- This Section N/A ☒

Manufacturer: _____ Model number: _____

Size of unit: _____ gallons

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

Include all distances as described below.

NOTE: Be sure to attach drawing to this report.

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

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

Comments:

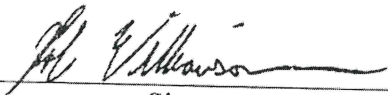
This section is to include any maintenance (pumping) repairs or problems in the history of the septic system. Write any observations and/or conclusions made by probing or excavating the seepage field or sand filter. A serial distribution system must include the condition of each level of field or trench.

The septic tanks do not need to be pumped at this time but they should be checked regularly and pumped as needed in the future. The inlet baffle on the first tank is a 4" tee and should be 6" tee. The second tank needs a new lid and does not have an inlet baffle. Since the second tank is over a foot deep, installing risers on the tank lids would make it easier to access the tank for maintenance. There were roots growing in around the lid and I cleared out what I could but they could grow back. The seepage field is undersized for this house. This septic system is functioning at this time. The house has been 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 45 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

09-07-21

Date

Williamson Excavating, LLC

14964 Halsey Road
Heyworth, IL 61745

Invoice

Date	Invoice #
11/15/2021	10291

Bill To
Kevin Robards [REDACTED]

P.O. No.	Due Date	Job Name
	11/15/2021	

Quantity	Description	Rate	Amount
1	11/16/21 #6703 Replace baffle in septic tank and replace tank lid	500.00	500.00
		Total	\$500.00

Phone #
(309) 275-3003

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the _____ day of _____, 2022

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

(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 , El Paso, County of ~~McLean~~, State of Illinois, hereinafter called "Lessee," Woodford

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 2 in Block 13 in Camp Potawatomie according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

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

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

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

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

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

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

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

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

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

- B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the. United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.
4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.
5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.
6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.

7. **WATER.** Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.
8. **GARBAGE.** City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.
9. **ASSIGNMENT.** Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.
10. **RULES & REGULATIONS.** Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.
11. **USE OF AND ACCESS TO LAKE.** Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.
12. **TREE CUTTING.** No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.
13. **DEFAULT.** If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.
14. **TERMINATION BY LESSEE.** Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any

improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.

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

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

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

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

City

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

Lessee Name and Mailing Address

Jacon Allen



Lessee Billing Address

Same As Above

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

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

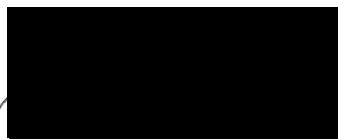
-Lessor-

CITY OF BLOOMINGTON

By:

Its Mayor

-Lessee-



12-22-2021

Attest:

City Clerk

SUPPLEMENTAL LEASE AGREEMENT

This Agreement is entered into by and between the City of Bloomington, McLean County, Illinois, a Municipal Corporation, (hereinafter, "Lessor") and Jacan Allen (hereinafter, "Lessees") and is intended by the parties to be incorporated into and made a part of the lake lot lease between the parties for Lot 2 in Block 13 in Camp Potawatomie and enforceable under the terms of said lease.

WHEREAS, on September 7, 2021, the McLean County Health Department received a septic system evaluation regarding the above-mentioned property, attached hereto and labeled Exhibit A, noting several deficiencies in the septic system; and,

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

Now, therefore, the parties agree as follows:

1. Current Septic System Condition
 - a. The basement floor drain discharges to a tile. The floor drain cannot be used as a discharge point for sewage producing fixtures.
 - b. The septic tanks do not meet the minimum sizing requires of 750 gallons. This may remain as is until the septic system is repaired or replaced.
 - c. The inlet baffle on the first tank is a 4" tee. This must be replaced.
 - d. The second septic tank is installed deeper than allowed by code. This department recommends risers or access ports be installed over the inlet and outlet of the tank to allow for evaluation and maintenance of the tank.
 - e. The lid on the second tank is not in good condition. This must be repaired or replaced.
 - f. Tree roots were present around the lids of the septic tanks. Mr. Williamson removed the roots at the time of the evaluation.
 - g. The seepage field has been installed up to 4" deeper than allowed by current code. This may remain as is until the septic system is repaired or replaced.
 - h. The seepage field is a minimum of 121 square feet too small. This may remain as is until the septic system is repaired or replaced.
2. If the existing system fails or needs to be replaced, lessees shall install within 90 days, a new septic system upon the leased premises that meets all codes and regulations of all government agencies with jurisdiction over the premises.
3. Prior to any construction or demolition activity upon the premises including, included but not limited to, residential construction, septic system installation or maintenance, all adversely affected trees must be assessed according to the City of Bloomington tree assessment policy and payment made to the City for the assessed value of the affected trees. A copy of the City of Bloomington tree assessment policy has been provided to the lessees.
4. Any construction project occurring on the premises must comply with all codes and regulations of all governmental agencies having jurisdiction over the premises in effect at the time of construction.
5. Septic tank(s) are to be pumped no later than January 24, 2025, and once every three years following. Proof of pumping shall be submitted to the City of Bloomington.



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

6. Septic system shall be evaluated by a McLean County Health Department approved septic evaluator no later than January 24, 2025, and once every three years following. Proof of evaluation shall be submitted to the City of Bloomington.
7. This supplemental lease agreement shall be enforceable under the terms of the lease it supplements in the same manner and to the same extent as if fully set forth in the terms of the lease. Failure to comply with the terms of this agreement will be construed as a failure to comply with the terms of the lease and may be considered a breach of said lease.

LESSOR:

City of Bloomington,
a Municipal Corporation

By: _____
Mboka Mwilambwe, Mayor

ATTEST: _____
Leslie Smith-Yocum, City Clerk

LESSEES:

[Redacted signature area]

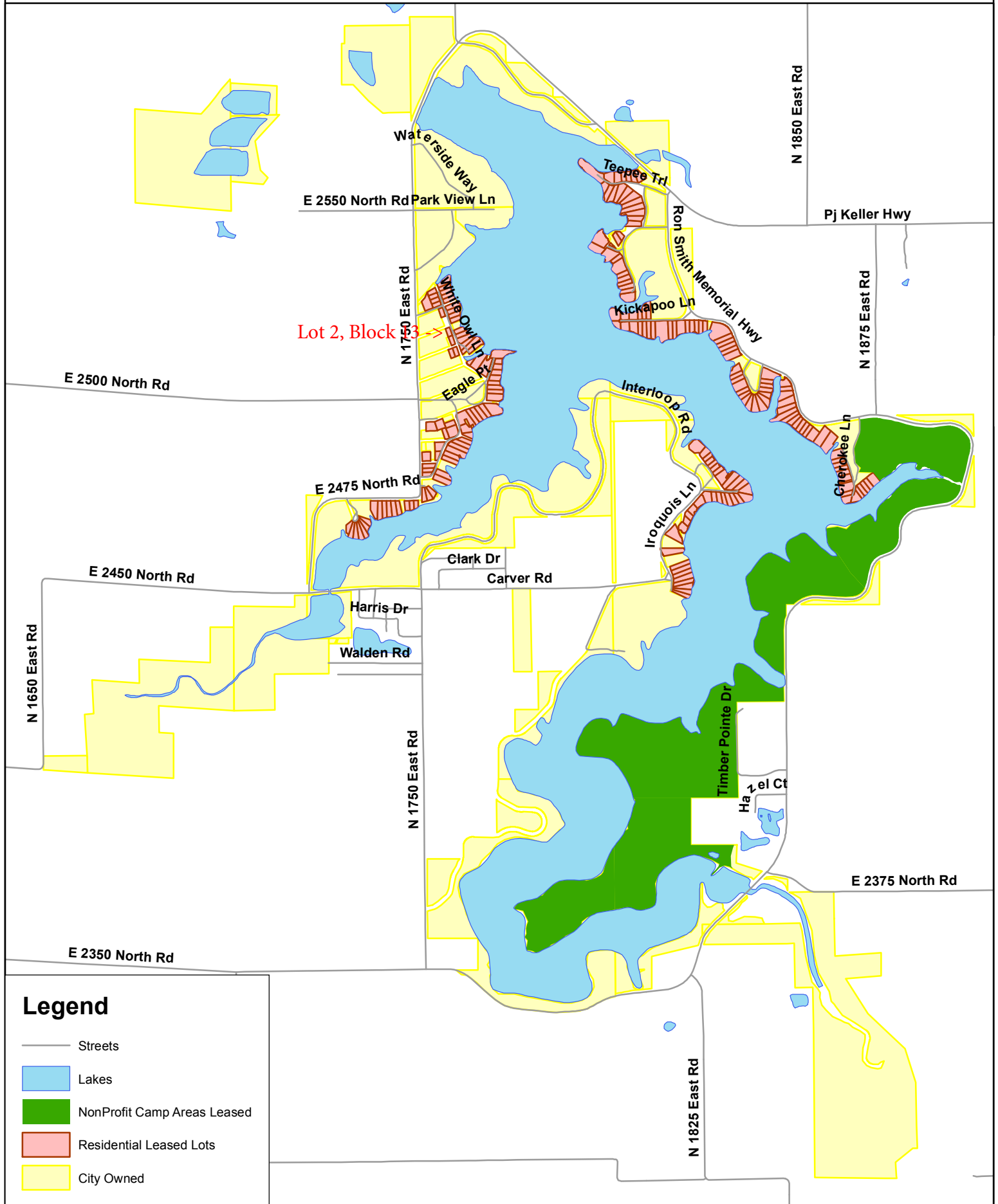
Jacon Allen, Lessee

Lake Bloomington Lease Map



0 1,000 2,000

Feet
Date: 4/23/2021

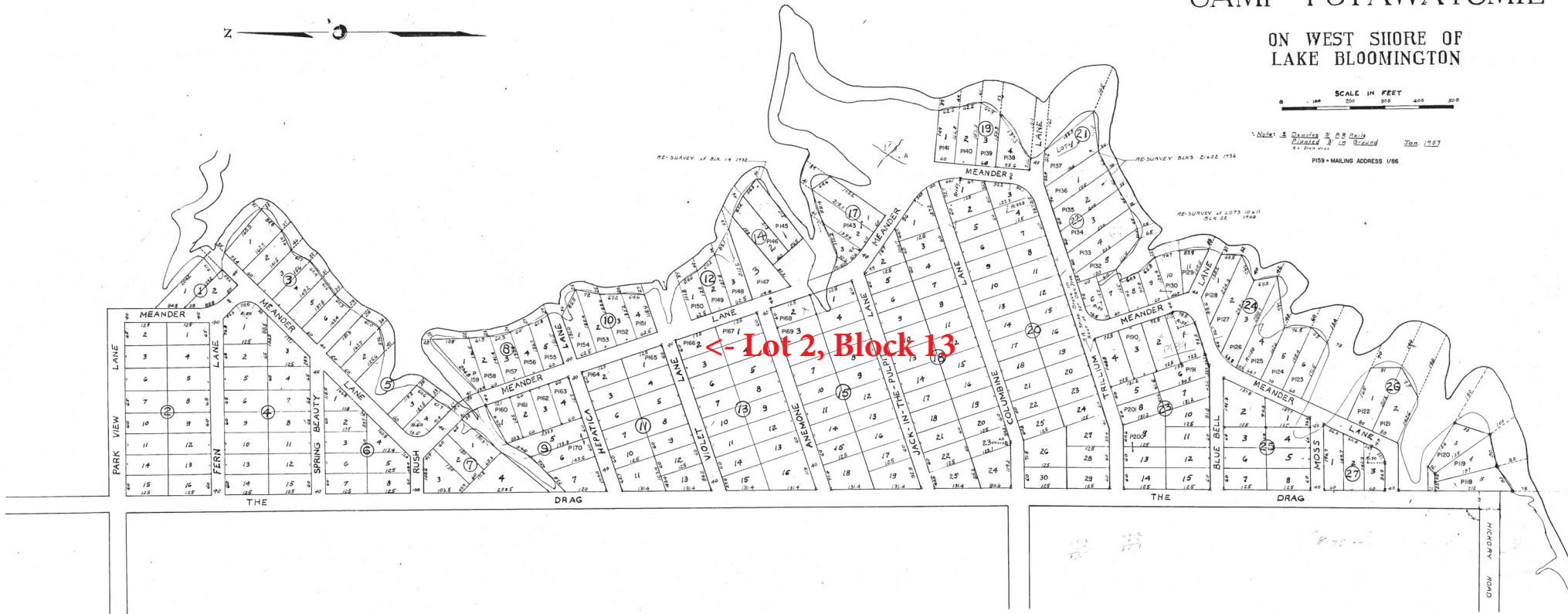


CAMP POTAWATOMIE

ON WEST SHORE OF
LAKE BLOOMINGTON

SCALE IN FEET
0 100 200 300 400 500

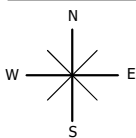
Notes: 1. Original 3 3/4 Mile
Platted 3 1/2 Block Jan 1937
P159 = MAILING ADDRESS 1/86



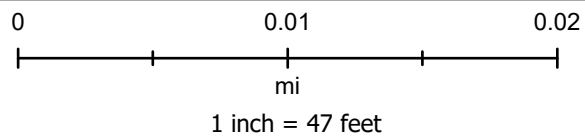
ALL ADDRESSES HAVE CHANGED AS OF 11/1/2000

LB-12
CB-12

Lot 2, Block 13 Camp Potawatomie Structure Map



McGIS does not guarantee the accuracy of the information displayed. Only on-site verification or field surveys by a licensed professional land surveyor can provide such accuracy. Use for display and reference purposes only.



REGULAR AGENDA



REGULAR AGENDA ITEM NO. 8.A

FOR COUNCIL: January 24, 2022

SPONSOR: Finance Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Presentation of FY2023 Budget Preview, as requested by the Finance Department.

RECOMMENDED MOTION:

None; presentation and discussion only.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The FY2023 Budget is balanced but still being finalized. Budget totals, material assumptions, tax revenues, General Fund variances to prior year, and capital / infrastructure improvement targets will be presented.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

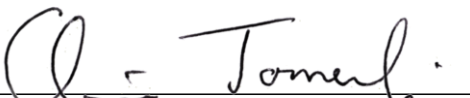
FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: F. Scott Rathbun, Finance Director

Reviewed by:


Chris Tomerlin, Budget Manager

1/11/2022


Tara Henry, Legislative Assistant & Records Manager

1/20/2022



REGULAR AGENDA ITEM NO. 8.B.1

FOR COUNCIL: January 24, 2022

SPONSOR: City Council

WARD IMPACTED: City-Wide Impact

SUBJECT: Discussion regarding a Council Initiative submitted by Council Member Mathy regarding the "Bring It On" Comprehensive Plan, as requested by the City Council.

RECOMMENDED MOTION: To (1) have the initiative placed on a future City Council agenda for further consideration or action; (2) have staff evaluate and prepare an analysis on the proposed initiative and bring it back for further Council discussion; OR (3) deny the initiative being placed on a future agenda and/or having City staff evaluate and analyze the proposed initiative.

STRATEGIC PLAN LINK:

- Goal 5. Great Place - Livable, Sustainable City
- Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5b. City decisions consistent with plans and policies
- Objective 4e. Strong partnership with residents and neighborhood associations

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. Typically, upon submission, the form is added to the agenda of the next Committee of the Whole for consideration. Council did not meet for the regularly scheduled Committee of the Whole meeting on January 18, 2022, and as a result, the Initiative was placed on the January 24, 2022, Council Agenda. No additional changes will be made, and Council will follow the same procedure for step one of the Council Initiative process.

A majority of the Council Members present can vote to: (1) have the initiative placed on a future City Council agenda for further consideration or action; (2) have staff evaluate and prepare an analysis on the proposed initiative and bring it back for further Council discussion; or (3) deny the initiative being placed on a future agenda and/or having City staff evaluate and analyze the proposed initiative. The same agenda initiative cannot be brought forward more than once in a six-month period unless two-thirds of the City Council votes to place the agenda initiative back on the table for consideration.

The attached Council Initiative by Council Member Mathy has been timely submitted to the City Clerk for consideration.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Tara Henry, Legislative Assistant & Records Manager

Attachments:

- CC 1B Council Member Agenda Initiative Proposal Form_Mathy



**MAYOR & COUNCIL MEMBER
AGENDA INITIATIVE PROPOSAL FORM**

SPONSOR: Jamie Mathy

PROPOSED INITIATIVE:

In the "Bring It On Bloomington" Comprehensive plan, MCRP defined 2 large areas in the city core as Regeneration & Preservation areas. (pg. 13).

My proposal is to have staff create incentives for investment into these areas to encourage both individuals & developers to either remodel existing properties or build new in infill areas.

Incentives should be based on renovations that increase the EAV of the property, with caveats to maintain neighborhood character & bring buildings to code.

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: only applies to projects that increase EAV

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:

No cuts - this program will hopefully spur renovation & infill, increasing EAV in areas where infrastructure is already built.

eSigned via SeamlessDocs.com
Jamison J Mathy
Key: 8e44c1dfbc3400bc6e48f408eea20982

SPONSOR SIGNATURE

11/12/2021

DATE SUBMITTED