



CITY OF  
BLOOMINGTON  
COUNCIL MEETING  
JUNE 24, 2019



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

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

PUBLIC COMMENT

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

CONSENT AGENDA

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

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

PUBLIC HEARING

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

REGULAR AGENDA

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

MAYOR AND COUNCIL MEMBERS

Mayor, At-Large - Tari Renner

City Council Members

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

City Manager - Tim Gleason

Deputy City Manager - Billy Tyus

CITY LOGO DESIGN RATIONALE

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

MISSION, VISION, AND  
VALUE STATEMENT

**MISSION**

To Lead, Serve and Uplift the  
City of Bloomington

**VISION**

A Jewel of the Midwest Cities

**VALUES**

Service-Centered,  
Results-Driven,  
Inclusive

STRATEGIC PLAN GOALS

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

# AGENDA



CITY COUNCIL MEETING AGENDA  
CITY HALL COUNCIL CHAMBERS  
109 EAST OLIVE STREET, BLOOMINGTON, IL 61701  
MONDAY, JUNE 24, 2019, 6:00 PM

1. Call to order
2. Pledge of Allegiance to the Flag
3. Remain Standing for a Moment of Silent Prayer
4. Roll Call
5. Recognition/Appointments
6. Public Comment
7. Consent Agenda
  - A. Consideration and action to approve the Minutes of the June 10, 2019 Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*
  - B. Consideration and action to approve Bills, Payroll, Electronic Transfers, and Procurement Card Purchases in the amount of \$10,257,480.05, as requested by the Finance Department. *(Recommended Motion: The proposed Bills, Payroll, Electronic Transfers, and Procurement Card Purchases be approved.)*
  - C. Consideration and action of Bid #2020-03 for \$258,810.00 from Henson Robinson Company for replacement of the Bloomington Police Department roof, as requested by the Facilities Management Department. *(Recommended Motion: The proposed Bid be accepted.)*
  - D. Consideration and action to approve a Compliance Commitment Agreement (CCA) to close Violation Notice W-2019-50008 from the Illinois Environmental Protection Agency (IEPA), for a Sanitary Sewer Overflow (SSO), as requested by the Public Works Department. *(Recommended Motion: The proposed Agreement be approved.)*
  - E. Consideration and action to approve the Annual Regional Service Agreement with the McLean County Regional Planning Commission (MCRPC) for Regional Planning Services in the amount of \$54,000.00 for the fiscal year July 1, 2019 through June 30, 2020, as requested by the Community Development Department. *(Recommended Motion: The proposed Agreement be approved.)*
  - F. Consideration and action to approve a Professional Services Agreement with Clark Dietz, Inc., and the corresponding Motor Fuel Tax (MFT) Resolution for Improvement Under the Illinois Highway Code to allocate State MFT funds, for construction assistance related to the intersection improvements at GE Road and Keaton Place/Auto Row Drive, in the amount of \$49,969.99, as requested

- by the Public Works Department. *(Recommended Motion: The proposed Agreement and Resolution be approved.)*
- G. Consideration and action on a Resolution Approving Acceptance of the Illinois Historic Preservation Grants in Aid Certified Local Government (CLG) Grant in the Amount of up to \$30,000.00 to Carry Out an Update to Bloomington's Historic Preservation Plan 2004, as requested by the Community Development Department. *(Recommended Motion: The proposed Resolution be approved.)*
  - H. Consideration and action on an Ordinance Suspending Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code Prohibiting Alcohol on Public Property as Pertains to the Davis Lodge at Lake Bloomington on June 29, 2019, to allow moderate consumption of alcohol, as requested by the City Clerk Department. *(Recommended Motion: The proposed Ordinance be approved.)*
  - I. Consideration and action on an Ordinance removing one vacant, at-large Transportation Commission position, as requested by the Public Works Department. *(Recommended Motion: The proposed Ordinance be approved.)*
  - J. Consideration and action to approve a Lake Bloomington Lease Transfer of Lot 16, Block 3, in Camp Kickapoo, from Mark and Karen Oostman to the petitioner, Michael J. Sturtewagen Trust and the Marie E. Keeley Trust, as requested by the Public Works Department. *(Recommended Motion: The proposed Lease Transfer be approved.)*
  - K. Consideration and action to approve a Lake Bloomington Lease Transfer of Lot 8, Block 3, in Camp Kickapoo, from Michael J. Sturtewagen and Marie Keeley to the petitioner, Jeffrey Drake, as requested by the Public Works Department. *(Recommended Motion: The proposed Lease Transfer be approved.)*
  - L. Consideration and action to approve a Lake Bloomington Lease Transfer of Lot 20, Block 3, in Camp Kickapoo, from Frederick and Lois Mills to Carol Shepard, together with a Supplemental Lease Agreement to Lake Bloomington Lot Lease, as requested by the Public Works Department. *(Recommended Motion: The proposed Lease Transfer and Supplemental Lease Agreement to Lake Bloomington Lot Lease be approved.)*

## 8. Regular Agenda

- A. Consideration and action on an Ordinance Approving the Memorandum of Understanding II Between the City of Bloomington and Illinois Wesleyan University to Support the Marketing and Redevelopment of the Properties in the 800 Block of North Main Street (Former Mennonite Hospital Redevelopment Project Area), as requested by the Economic Development Department. *(Recommended Motion: The proposed Ordinance be approved.) (Presentation by Tim Gleason, City Manager, 5 minutes; and City Council discussion, 10 minutes.)*
- B. Consideration and action on an Ordinance Approving and Authorizing the Execution of an Exclusive Right to Sell Listing Agreement Between the City of Bloomington, Illinois Wesleyan University, and Coldwell Banker Commercial Devonshire Realty (Former Mennonite Hospital Site - 800 North Main Street), as requested by the Economic Development Department. *(Recommended Motion:*

*The proposed Ordinance be approved.) (Presentation by Tim Gleason, City Manager, 5 minutes; and City Council discussion, 10 minutes.)*

- C. Consideration and action on a Resolution in Relation to the Connect Transit Working Group, as requested by the Administration Department. *(Recommended Motion: The proposed Resolution be approved.) (Presentation by Tim Gleason, City Manager, 5 minutes; and City Council discussion, 10 minutes.)*
- D. Report of a Classified (Non-Union) IMRF Retirement, as requested by the Human Resources Department. *(Recommended Motion: Informational only, as required pursuant to the Local Government Wage Increase Transparency Act, 50 ILCS 155/1.) (Introduction by Tim Gleason, City Manager; Presentation by Josh Hansen, Compensation & Benefits Manager, 5 minutes; and City Council discussion, 5 minutes.)*

9. **City Manager's Discussion**

- A. Finance Director's Report

10. **Mayor's Discussion**

11. **Council Member's Discussion**

12. **Executive Session - *Cite Section***

- A. Claims Settlement - Section 2(c)(12) of 5 ILCS 120 (10 minutes)

13. **Adjournment**

14. **Notes**

# CONSENT AGENDA



CONSENT AGENDA ITEM NO: 7A

**FOR COUNCIL:** June 24, 2019

**SPONSORING DEPARTMENT:** City Clerk

**SUBJECT:** Consideration and action to approve the Minutes of the June 10, 2019 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 website within ten (10) days after Council approval.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** N/A

**COMMUNITY DEVELOPMENT IMPACT:** N/A

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

Respectfully submitted for Council consideration.

Prepared by: Leslie Yocum, City Clerk

Recommended by:

A handwritten signature in black ink, appearing to read "Tim Gleason".

Tim Gleason,  
City Manager

**Attachments:**

- CLK 1A Minutes June 10, 2019 Regular City Council Meeting



## MINUTES

PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL OF BLOOMINGTON, ILLINOIS  
MONDAY, JUNE 10, 2019 6:00 PM

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 6:00 PM, Monday, June 10, 2019.

Mayor Renner directed the City Clerk to call the roll and the following members of Council answered present:

Council Members: Donna Boelen, Mboka Mwilambwe, Julie Emig, Joni Painter, Jenn Carrillo, Scott Black, Jeff Crabill, Kim Bray, and Mayor Tari Renner.

Council Member Mathy was absent.

Staff Present: Tim Gleason, City Manager; Billy Tyus, Deputy City Manager; Jeffrey Jurgens, Corporation Counsel; Bob Mahrt, Community Development Director; Jim Karch, Public Works Director; Scott Sprouls, Information Services Director; and other City staff were present.

### Recognition/Appointments

A. Proclamation recognizing the 100th Anniversary of the national Easterseals organization, as well as that of Easterseals Central Illinois.

Kathy Olson with Easterseals Central Illinois, came forward to accept the proclamation with several Easterseals recipients and their family members. Ms. Olson thanked Council for recognizing Easterseals and invited Council and the general public to attend an upcoming event on July 13, 2019, at Illinois State University's Hancock Stadium.

B. Proclamation celebrating Juneteenth in the City of Bloomington, IL.

Willie Hilbert came forward to accept the proclamation. She thanked Council for the proclamation and invited Council out to Miller Park on June 22, 2019. She spoke about the importance of Juneteenth and requested that the City waive the fee associated to reserving Miller Park Pavilion in the future.

C. Proclamation commemorating the 50th anniversary of the Stonewall Riots and the resultant modern gay rights movement that has brought greater equality for our LGBTQIA+ communities.

David Bentlin came forward to accept the proclamation. Mr. Bentlin thanked Council for the proclamation. He invited Council and the community to several upcoming events.

Mayor Renner also recognized Mr. Bentlin for his work in the community.

D. Proclamation recognizing June 22 and 23 as Central Illinois Amateur Radio Field Day.

Ed Deutsch and Jim Baker came forward to accept the proclamation. Mr. Baker thanked Council, City staff, and the community for their dedication to Central Illinois Radio Club. He

spoke on behalf of the organization and national Field Day. He invited Council and the public to Field Day.

**E. Recognition of Jason Harden’s Completion of the Illinois Public Service Institute.**

Jason Harden and his family came forward to be recognized. Mr. Harden thanked Council; Public Works Director, Jim Karch; and all the staff in the Public Works Department for their commitment and willingness to be receptive to his recommendations for change.

**F. Recognition and presentation of Certificates to the Bloomington 101 Spring 2019 Class: Jessica Ackley, Ed Breitweiser, Emily Breitweiser, Jennifer Brown, Brittany Burton, Levi Burton, Morgan Casey, Dan Cochran, Scott McCoy, Ina Perkins, Deb Rodi, Andrew Salmonson, Ashlee Sang, Aleya Staggs, Denny Stanton, Tammy Stanton, De Urban, Kendra Wackt, and Mike Nash.**

Numerous participants came forward to be recognized. Mayor Renner thanked Nora Dukowitz, Communications Manager and organizer of Bloomington 101, for her ideas and efforts with the program.

**Public Comment**

Mayor Renner opened the meeting to receive public comment, and the following individuals provided comments to the Council:

Ruben Granados	Surena Fish
Leon Kaeb	De Urban
Bailey Pontius	Angie Britch
Scott McCoy	Nancy Littell
Robert Ballantini	Scott Stimeling

**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 separately.*

Council Member Crabill made a motion, seconded by Council Member Carrillo, that the Consent Agenda with all the items listed below, with the exception of Item 7K, be approved as presented including a correction to the minutes in Item 7A and the addition of dates to a contract in Item 7D.

Item 7A. Consideration and action to approve the Minutes of the May 28, 2019 Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed minutes be approved.)*

Item 7B. Consideration and action to approve Bills, Payroll, Electronic Transfers, and Procurement Card Purchases in the amount of \$7,762,354.39, as requested by the Finance Department. *(Recommended Motion: The proposed Bills, Payroll, Electronic Transfers, and Procurement Card Purchases be approved.)*

Item 7C. Consideration and action to approve the annual software maintenance, System Upgrade Agreement II, and the upgrade and support payment with Motorola Solutions in the

amount of \$73,282.58, for the digital trunked radio system used by the Police and Fire Department's Communications Center, as requested by the Police Department. *(Recommended Motion: The proposed agreement and payment be approved.)*

Item 7D. Consideration and action to approve the Communications System and Services Agreement with Motorola Solutions in the amount of \$1,274,839.72, for the replacement of portable, mobile, and other radio systems used by the Police Department, as requested by the Police Department. *(Recommended Motion: The proposed agreement and payment be approved.)*

Item 7E. Consideration and action on an Ordinance Approving a Cable Television Franchise Agreement by and between the City of Bloomington and Comcast of Illinois/Indiana/Ohio, LLC, thereby Granting the Franchise, Right, Permission, and Authority to Construct, Operate, and Maintain a Cable System in the City of Bloomington, County of McLean and State of Illinois, as requested by the City Clerk Department. *(Recommended Motion: The proposed Ordinance be approved.)*

Item 7F. Consideration and action on a Resolution Approving Acceptance of the Illinois Housing Development Authority's (IHDA) Abandoned Property Program in the amount of \$73,000, and an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2020 in the amount of \$73,000, as requested by the Community Development Department. *(Recommended Motion: The proposed Resolution and Ordinance be approved.)*

Item 7G. Consideration and action on an Ordinance Suspending Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code Prohibiting Alcohol on Public Property at the Davis Lodge on June 22, 2019, to allow moderate consumption of alcohol, as requested by the City Clerk Department. *(Recommended Motion: The proposed Ordinance be approved.)*

Item 7H. Consideration and action on an Ordinance Suspending Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code Prohibiting Alcohol on Public Property as Pertains to the Davis Lodge on July 20, 2019 to allow moderate consumption of alcohol, as requested by the City Clerk Department. *(Recommended Motion: The proposed Ordinance be approved.)*

Item 7I. Consideration and action on an Ordinance Suspending Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code Prohibiting Alcohol on Public Property as Pertains to the Davis Lodge on August 17, 2019 to allow moderate consumption of alcohol, as requested by the City Clerk Department. *(Recommended Motion: The proposed Ordinance be approved.)*

Item 7J. Consideration and action on an Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code of the Bloomington City Code Prohibiting Possession of Open Alcohol in Public for the Black Dirt Music Festival on Saturday, July 27, from 4:00 PM to 10:30 PM, as requested by the City Clerk Department. *(Recommended Motion: The proposed Ordinance be approved.)*

Item 7K was pulled by Council Member Emig so she and Council Member Crabill could recuse themselves.

Item 7L. Consideration and action on the application of MBD Bros, LLC d/b/a Iron Coyote Challenge Park, located at 4113 E. Oakland Ave., requesting a Class RBS (Restaurant/Beer and Wine/Sunday Sales) liquor license, which would allow the sale of beer and wine by the glass

for consumption on the premises seven (7) days a week, as requested by the City Clerk Department. *(Recommended Motion: The application and license be approved.)*

Item 7M. Consideration and action on the application of Two Cherries, LLC d/b/a The Pass Pub and Grill, located at 2303 E. Washington, Suite 600 H, requesting a Class RAS (Restaurant/All Types/Sunday Sales) liquor license, which would allow the sale of all types of alcoholic liquor by the glass for consumption on the premises seven (7) days a week, as requested by the City Clerk Department. *(Recommended Motion: The proposed application and license be approved.)*

Item 7N. Consideration and action on the application of R. J. Just, Inc. d/b/a Rob Dobs Restaurant and Bar, located at 801 N. Hershey Rd., requesting a Class RAPS (Restaurant/All Types/Package/Sunday Sales) liquor license, which would allow the sale of all types of alcoholic liquor by the glass for consumption on the premises and sale of packaged alcoholic liquor for consumption off premises seven (7) days a week, as requested by the City Clerk Department. *(Recommended Motion: The proposed license be approved.)*

Item 7O. Consideration and action on a Lake Bloomington Lease Transfer of Lot 1, Block 21 in Camp Potawatomie, from Vicken and Sally Chalian to the petitioner, Mark and Karen Oostman, as requested by the Public Works Department. *(Recommended Motion: The proposed Lease Transfer be approved.)*

Item 7P. Consideration and action to approve the Lake Lot Amendment Agreement and revised plat map for Lots 7, 8, and 9 in Block 3, in Camp Kickapoo at Lake Bloomington to accurately reflect lot boundaries, as requested by the Public Works Department. *(Recommended Motion: The proposed Lake Lot Amendment and revised plat map be approved.)*

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

**Ayes: Council Members Boelen, Mwilambwe, Emig, Painter, Carrillo, Black, Crabill, and Bray.**

**Nays: None.**

**Motion carried.**

The following item was pulled from the Consent Agenda by Council Member Emig.

Item 7K. Consideration and action on an Ordinance Suspending Section 26(d) of Chapter 6 of the Bloomington City Code prohibiting alcohol in public for the Bloomington Normal Sunrise Rotary's Brats & Bags festival on Friday, August 2, 2019, from 4:00 PM to 10:00 PM in Downtown Bloomington on Jefferson Street between Main Street and Center Street and on Main Street between Jefferson Street and Washington Street; and on the request from the organization for a Class LB liquor license, which allows the sale of beer and wine by the glass for consumption on the premises on the date of the event, as requested by the City Clerk Department. *(Recommended Motion: The proposed Ordinance and request be approved.)*

**Council Member Painter made a motion, seconded by Council Member Carrillo, that Consent Agenda Item 7K be approved as presented.**

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

**Ayes: Council Members Boelen, Mwilambwe, Painter, Carrillo, Black, and Bray.**

**Nays: None.**

**Recuse: Council Members Emig and Crabill (7:00 PM)**

**Motion carried.**

## **Regular Agenda**

The following was presented:

Item 8A. Consideration and action to ratify a Contract with Laborers Local 362 - Inspectors, as requested by the Human Resources, Community Development, and Police Departments.

Billy Tyus, Deputy City Manager, gave a brief overview of Items 8A, 8B, and 8C. Mr. Tyus complimented the negotiation process with all three (3) contracts and pointed out a few similarities to previous union contracts negotiated.

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

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

**Ayes: Council Members Boelen, Mwilambwe, Emig, Painter, Carrillo, Black, Crabill, and Bray.**

**Nays: None.**

**Motion carried.**

Item 8B. Consideration and action to ratify a Contract with Laborers Local 362 - Parking Enforcement, as requested by the Human Resources and Administration Departments, Facilities Division.

Council Member Mwilambwe made a motion, seconded by Council Member Painter, that the Contract be ratified.

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

**Ayes: Council Members Boelen, Mwilambwe, Emig, Painter, Carrillo, Black, Crabill, and Bray.**

**Nays: None.**

**Motion carried.**

Item 8C. Consideration and action to ratify a Contract with Laborers Local 362 - Support Staff, as requested by the Human Resources Department and majority of the other City Departments.

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

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

**Ayes: Council Members Boelen, Mwilambwe, Emig, Painter, Carrillo, Black, Crabill, and Bray.**

**Nays: None.**

**Motion carried.**

## City Manager's Discussion

Deputy City Manager, Billy Tyus, discussed the upcoming calendar available on the City's website. He also encouraged people to attend the next Public Safety and Community Relations Board (PSCRB) meeting on Wednesday, June 12<sup>th</sup> at 6:00 PM at the City of Refuge Church in Bloomington. He discussed the efforts used in the search for the next Police Chief and encouraged the community to attend the meeting to be a part of the process.

Mr. Tyus talked about the creation of the website Bloomingtonstreets.com and discussed the need to be transparent as it relates to the recently-enacted local water fuel tax. Mr. Tyus also commended City employees Nora Dukowitz, Michael Hill, and Craig McBeath for their work on the website.

## Mayor's Discussion

Mayor Renner talked about the recent Steampunk Festival and WGLT concert in downtown Bloomington. He also complimented the new westside Bloomington mural and thanked Billy Tyus, local artist Joel Bergner, Angeline Racki, and others who worked with the youth to create the mural.

## Council Member's Discussion

Council Member Crabill asked whether there was an update that could be provided about the 911 system that went down recently. Deputy City Manager Tyus called Police Chief Wheeler forward. Police Chief Wheeler came forward and provided a brief explanation.

Council Member Crabill discussed the Council Initiatives process and stated that he has made a request to bring an initiative at the Committee of the Whole meeting on June 17, 2019.

Council Member Bray complimented the amazing weekend that preceded the meeting. She recognized a few events, expressed appreciation for the community being active in local events, and invited Council to participate with her.

Council Member Black requested that a brief refresher of procedure of Council Member Initiatives and Council Member Discussions be presented at an upcoming meeting. He also recognized Billy Tyus, Deputy City Manager, for his and staff's commitment to the westside mural project.

Council Member Boelen echoed compliments about recent events. She spoke fondly of the westside mural and complimented the artists who participated. She thanked the families of the participants and recognized many others for their contributions.

Council Member Carrillo and Mwilambwe echoed the rest of Council.

## Executive Session

### Adjournment

Council Member Black made a motion, seconded by Council Member Painter, that the meeting be adjourned.

Motion carried unanimously (viva voce).

The meeting adjourned at 7:23 PM.

CITY OF BLOOMINGTON

ATTEST

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Tari Renner, Mayor

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Leslie Yocum, City Clerk



CONSENT AGENDA ITEM: 7B

FOR COUNCIL: June 24, 2019

SPONSORING DEPARTMENT: Finance

SUBJECT: Consideration and action to approve Bills, Payroll, Electronic Transfers, and Procurement Card Purchases in the amount of \$10,257,480.05, as requested by the Finance Department.

RECOMMENDED MOTION: The proposed Bills, Payroll, Electronic Transfers, and Procurement Card Purchases 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, Payroll, Electronic Transfers, and Procurement Card Purchases on file in the City Clerk's Department, available at [www.cityblm.org](http://www.cityblm.org).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Total disbursements to be approved \$10,257,480.05 (Payroll total \$2,527,776.72, Accounts Payable total \$4,296,014.84, Electronic Transfers total \$3,270,025.13, and Procurement Card Purchases total \$163,663.36).

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Frances Watts, Accounts Payable

Reviewed By: Scott Rathbun, Finance Director

Recommended By:

A handwritten signature in black ink, appearing to read 'Tim Gleason'.

Tim Gleason  
City Manager

**Attachment:**

- FIN 1A - Summary Sheet Bills, Payroll, Electronic Transfers, and Procurement Card Purchases Bills & Payroll 062419

CITY OF BLOOMINGTON FINANCE REPORT					
<b>PAYROLL</b>					
<b>Date</b>	<b>Gross Pay</b>	<b>Employer Contribution</b>	<b>Totals</b>		
6/7/2019	\$ 2,026,152.23	\$ 500,781.80	\$ 2,526,934.03		
6/7/2019-6/15/2019	\$ 708.52	\$ 134.17	\$ 842.69		
Off Cycle Adjustments					
<b>PAYROLL GRAND TOTAL</b>			<b>\$ 2,527,776.72</b>		
<b>ACCOUNTS PAYABLE (WIRES)</b>			<b>PCARDS</b>		
<b>Date</b>	<b>Bank</b>	<b>Total</b>	<b>Date Range</b>	<b>Total</b>	
6/24/2019	AP General	\$ 4,010,103.67			
	AP JM Scott		5/1/2019-5/31/2019	\$ 163,663.36	
6/24/2019	AP Comm Devel	\$ 18,695.56	<b>PCARD GRAND TOTAL</b>		
6/24/2019	AP IHDA	\$ 32,200.00	<b>\$ 163,663.36</b>		
6/24/2019	AP Library	\$ 139,954.53			
6/24/2019	AP MFT	\$ 12,992.73			
6/6/2019-6/17/2019	Out of Cycle	\$ 82,068.35			
12/20/2018-6/4/2019	AP Bank Transfers	\$ 3,270,025.13			
<b>AP GRAND TOTAL</b>		<b>\$ 7,566,039.97</b>			
<b>TOTAL</b>				<b>\$ 10,257,480.05</b>	
			<b>Respectfully,</b>		
			<b>F. Scott Rathbun</b>		
			<b>Finance Director</b>		



CONSENT AGENDA ITEM NO. 7C

FOR COUNCIL: June 24, 2019

SPONSORING DEPARTMENT: Facilities Management

SUBJECT: Consideration and action of Bid #2020-03 for \$258,810.00 from Henson Robinson Company for replacement of the Bloomington Police Department roof, as requested by the Facilities Management Department.

RECOMMENDED MOTION: The proposed Bid be accepted.

STRATEGIC PLAN LINK: Goal 2. Upgrade City Infrastructure and Facilities.

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

BACKGROUND: The roof on the Police Department is original and approximately 20 years old, which is the typical lifespan of a membrane roof installed at that time. Multiples leaks have developed and been repaired over the past few years and complete replacement is now warranted. Membrane roof materials have improved significantly over the past 10 years and the new roofing membrane will have a 30-year warranty. Four bids were received for replacement of the roof. The bid opening record is attached and an evaluation of the submitted bids follows.

COMPANY	LOCATION	TOTAL BID	Local Preference Reduction (Evaluation Only)	Reduced Bid (Evaluation Only)
Henson Robinson Co.	Springfield, IL	\$258,810.00	N/A	\$258,810.00
Western Waterproofing	Peoria, IL	\$273,875.00	N/A	\$273,875.00
Union Roofing Co.	Chenoa, IL	\$363,000.00	\$10,890.00	\$352,110.00
Roofing Associates	Springfield, IL	\$424,125.00	N/A	\$424,125.00

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This bid was advertised in The Pantagraph on May 28, 2019.

FINANCIAL IMPACT: Funds totaling \$400,000 are included in the FY 2020 Budget under the Capital Improvement Fund-Buildings account (40100100-72520). This is included in the Adopted Budget but not the Proposed Budget, as at the time, Staff was still hoping to encumber the funds and award the project in FY 2019. This did not occur, so the project was rolled forward to the FY 2020 Adopted Budget.

**COMMUNITY DEVELOPMENT IMPACT:** N/A

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

Respectfully submitted for Council consideration.

Prepared By: Russel Waller, P.E., Facilities Manager

Reviewed By: Gregory A. Scott, Assistant Chief

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager  
Scott Rathbun, Finance Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason', with a stylized flourish at the end.

Tim Gleason  
City Manager

**Attachments:**

- FAC 1B Bid Opening Record BPD Roof
- FAC 1C Contract BPD Roof



**CITY OF BLOOMINGTON  
CONTRACT WITH  
HENSON ROBINSON COMPANY  
FOR**

**BLOOMINGTON POLICE DEPT ROOF REPLACEMENT**

**THIS AGREEMENT**, dated this 24<sup>th</sup> day of June, 2019, is between the City of Bloomington (hereinafter "CITY") and HENSON ROBINSON COMPANY (hereinafter "CONTRACTOR").

**NOW THEREFORE**, the parties agree as follows:

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

**Section 2. Incorporation of Bid/RFP/RFO & Proposal Terms / Prevailing**

**Wage.** This work was subject to the following procurement initiative by the CITY:

Bloomington Police Department Roof Replacement (BID #2020-03) (hereinafter "Request")

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

**Section 3. Description of Services.** CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: Bloomington Police Department Roof Replacement (BID #2020-03)

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

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

Fees as set forth in the Procurement Documents up to the Contract amount of \$ 258,810.00.

**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

HENSON ROBINSON COMPANY

By: \_\_\_\_\_  
Its City Manager

By: \_\_\_\_\_  
Its \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Its \_\_\_\_\_



CONSENT AGENDA ITEM NO. 7D

**FOR COUNCIL:** June 24, 2019

**SPONSORING DEPARTMENT:** Public Works

**SUBJECT:** Consideration and action to approve a Compliance Commitment Agreement (CCA) to close Violation Notice W-2019-50008 from the Illinois Environmental Protection Agency (IEPA), for a Sanitary Sewer Overflow (SSO), as requested by the Public Works Department.

**RECOMMENDED MOTION:** The proposed Agreement 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 Public Works Department is recommending approval of a CCA with the IEPA to close Violation Notice W-2019-50008 issued to the City on March 28, 2019, for SSO, which the City self-reported to IEPA on January 28, 2019.

During a meeting with the IEPA on May 20, 2019, the IEPA offered a CCA, which documents the actions already taken by the City to abate the SSO. This agreement does not obligate the City to any future action or cost.

On Thursday, January 24, 2019, the City became aware of what was thought to be ground seepage flowing from the railroad embankment north of Six Points Road. At 8:00 a.m. on Monday, January 28, 2019, after gaining approval from the Union Pacific Railroad (UPRR) for access to railroad property, sewer crews determined that the discharge was SSO out of a buried manhole due to blockage in the sewer main, and the discharge flowed down the railroad embankment into a branch of Sugar Creek. By 9:30 a.m., that same day, crews were able to open the blockage and restore flow ending the SSO.

The principle cause of the blockage was later determined to be concrete debris in the sewer main from a broken manhole downstream of the SSO location. The City has repaired the broken manhole and removed all the concrete debris. The City has televised the entire length of pipe located on railroad property within the utility easement and determined it to be in good overall condition. The City is unable to definitively determine what party caused the damage and is unable to seek reimbursement for the repairs. Railroad staff provided expedited access and waived permit fees to allow repairs to be performed.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Illinois Environmental Protection Agency, Union Pacific Railroad.

**FINANCIAL IMPACT:** N/A

**COMMUNITY DEVELOPMENT IMPACT:** Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.1. Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs.

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

Respectfully submitted for Council consideration.

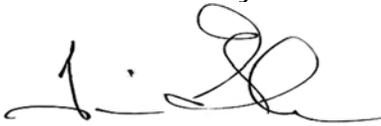
Prepared By: Greg Kallevig, P.E., CFM, Civil Engineer II  
Michael Hill, Management Analyst

Reviewed By: Robert Yehl, P.E., Asst. Director of Public Works

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager  
Scott Rathbun, Finance Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason  
City Manager

**Attachments:**

- PW 5B CCA Agreement IEPA SSO CCA
- PW 5C SSO Report IEPA SSO CCA
- PW 5D Violation Notice IEPA SSO CCA
- PW 5E CCA Proposal IEPA SSO CCA



# ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-3397

JB PRITZKER, GOVERNOR

JOHN J. KIM, DIRECTOR

217-782-9861

June 6, 2019

CERTIFIED MAIL # 7015 0640 0002 6956 7613  
RETURN RECEIPT REQUESTED

City of Bloomington  
Attn: Greg Kallevig  
115 E. Washington Street  
Bloomington, IL 61702

**Re: Proposed Compliance Commitment Agreement  
Bloomington, City of – IL0072001 – W1130200058  
Violation Notice: W-2019-50008**

Dear Mr. Kallevig:

The Illinois Environmental Protection Agency (“Illinois EPA”) has reviewed the proposed Compliance Commitment Agreement (“CCA”) terms submitted by **Bloomington, City of – IL0072001** in a letter dated **May 28, 2019**, in response to the Violation Notice dated **March 28, 2019**. Pursuant to the authority vested in the Illinois EPA under Section 31(a)(7)(i) of the Illinois Environmental Protection Act (“Act”), 415 ILCS 5/31(a)(7)(i), attached to this letter is a proposed CCA, which contains terms and conditions that the Illinois EPA has determined are necessary in order for you to attain compliance with the Act and Illinois Pollution Control Board Regulations.

Pursuant to Section 31(a)(7.5) of the Act, 415, ILCS 5/31(a)(7.5), within 30 days of your receipt of this proposed CCA, **Bloomington, City of – IL0072001** or its duly authorized representative must either (1) agree to and sign the proposed CCA, and submit the signed and dated CCA by certified mail to Illinois EPA Division of Water Pollution Control, Attn.: Caleb Ruyle/CAS#19, P.O. Box 19276, Springfield, IL 62794-9276; or (2) notify the Illinois EPA by certified mail that **Bloomington, City of – IL0072001** rejects the proposed CCA.

The proposed CCA shall only become effective upon your timely submittal of the signed CCA as discussed above, and upon final execution by the Illinois EPA. Failure by **Bloomington, City of – IL0072001** to execute and submit the proposed CCA within 30 days of receipt shall be deemed a rejection of the CCA by operation of law. Upon timely receipt of the signed CCA, the Illinois EPA will send you a fully executed copy of the CCA for your records.

Page 2 of 2

**Bloomington, City of – IL0072001**

VN W-2019-50008

In addition, the proposed CCA is not subject to amendment or modification prior to execution by **Bloomington, City of – IL0072001** and the Illinois EPA. Any amendment or modification to the proposed CCA by Respondent prior to execution by **Bloomington, City of – IL0072001** and the Illinois EPA shall be deemed a rejection of the proposed CCA by operation of law. The proposed CCA may only be amended subsequent to its effective date, in writing, and by mutual agreement between the Illinois EPA and **Bloomington, City of – IL0072001**.

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

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

Sincerely,



Roger Callaway  
Compliance Assurance Section  
Division of Water Pollution Control  
Bureau of Water

Attachment

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

IN THE MATTER OF: )

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

McLean )

) ILLINOIS EPA VN W-2019-50008  
) BUREAU OF WATER  
)

---

**COMPLIANCE COMMITMENT AGREEMENT**

**I. Jurisdiction**

1. This Compliance Commitment Agreement (“CCA”) is entered into voluntarily by the Illinois Environmental Protection Agency (“Illinois EPA”) and **Bloomington, City of – IL0072001** (“Respondent”) (collectively, the “Parties”) under the authority vested in the Illinois EPA pursuant to Section 31(a)(7)(i) of the Illinois Environmental Protection Act (“Act”), 415 ILCS 5/31(a)(7)(i).

**II. Allegation of Violations**

2. Respondent owns and/or operates **Bloomington, City of – IL0072001**, a wastewater collection system in McLean County, Illinois.
3. Pursuant to Violation Notice (“VN”) **W-2019-50088**, issued on **March 28, 2019**, the Illinois EPA contends that Respondent has violated the following provisions of the Act and Illinois Pollution Control Board (“Board”) Regulations:
  - a) **Sanitary Sewer Overflow** - Section 12(a) of the Act, 415 ILCS 5/12(a) (2016); 35 Ill. Adm. Code 306.304
  - b) **Systems Reliability** - Section 12(a) of the Act, 415 ILCS 5/12(a) (2016); 35 Ill. Adm. Code 306.102(a)
  - c) **Discharge of Contaminants** - Section 12(a) of the Act, 415 ILCS 5/12(a) (2016)
  - d) **Deposit of Contaminants** - Section 12(d) of the Act, 415 ILCS 5/12(d) (2016)

### III. Compliance Activities

4. On May 31, 2019, the Illinois EPA received Respondent's response to VN W-2019-50008, which included proposed terms for a CCA. The Illinois EPA has reviewed Respondent's proposed CCA terms, as well as considered whether any additional terms and conditions are necessary to attain compliance with the alleged violations cited in the VN.
5. Respondent agrees to undertake, and complete the following actions, which the Illinois EPA has determined are necessary to attain compliance with the allegations contained in VN W-2019-50008:
  - a) **Bloomington, City of – IL0072001** jetted the sewer to open the blockage and restored the flow on January 28, 2019.
  - b) **Bloomington, City of – IL0072001** exposed the buried manhole near the blockage location that was identified during jetting and made the necessary repairs on or before February 5, 2019.
  - c) **Bloomington, City of – IL0072001** performed a follow up CCTV inspection of the entire pipe section to confirm that all debris from the manhole repair had been removed on May 16, 2019. The follow up inspection showed no further effects of the broken manhole repair.
  - d) Once all violations are corrected and compliance is achieved, the Respondent must submit a completed statement of compliance form (Attached) certifying that all Compliance Commitment Agreement measures/events have been successfully completed. Sign and submit enclosed Compliance Statement with original signatures.

#### IV. Terms and Conditions

6. Respondent shall comply with all provisions of this CCA, including, but not limited to, any appendices to this CCA and all documents incorporated by reference into this CCA. Pursuant to Section 31(a)(10) of the Act, 415 ILCS 5/31(a)(10), if Respondent complies with the terms of this CCA, the Illinois EPA shall not refer the alleged violations that are the subject of this CCA, as described in Section II above, to the Office of the Illinois Attorney General or the State's Attorney of the county in which the alleged violations occurred. Successful completion of this CCA or an amended CCA shall be a factor to be weighed, in favor of the Respondent, by the Office of the Illinois Attorney General in determining whether to file a complaint on its own motion for the violations cited in VN W-2019-50008.
7. This CCA is solely intended to address the violations alleged in Illinois EPA VN W-2019-50008. The Illinois EPA reserves, and this CCA is without prejudice to, all rights of the Illinois EPA against Respondent with respect to noncompliance with any term of this CCA, as well as to all other matters. Nothing in this CCA is intended as a waiver, discharge, release, or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the Illinois EPA may have against Respondent, or any other person as defined by Section 3.315 of the Act, 415 ILCS 5/3.315. This CCA in no way affects the responsibilities of Respondent to comply with any other federal, state or local laws or regulations, including but not limited to the Act, and the Board Regulations.
8. Pursuant to Section 42(k) of the Act, 415 ILCS 5/42(k), in addition to any other remedy or penalty that may apply, whether civil or criminal, Respondent shall be liable for an additional civil penalty of \$2,000 for violation of any of the terms or conditions of this CCA.
9. This CCA shall apply to and be binding upon the Illinois EPA, and on Respondent and Respondent's officers, directors, employees, agents, successors, assigns, heirs, trustees, receivers, and upon all persons, including but not limited to contractors and consultants, acting on behalf of Respondent, as well as upon subsequent purchasers of Respondent's sanitary sewer.
10. In any action by the Illinois EPA to enforce the terms of this CCA, Respondent consents to and agrees not to contest the authority or jurisdiction of the Illinois EPA to enter into or enforce this CCA, and agrees not to contest the validity of this CCA or its terms and conditions.

11. This CCA shall only become effective:
- a) If, within 30 days of receipt, Respondent executes this CCA and submits it, via certified mail, to Illinois EPA Division of Water Pollution Control, Attn: Caleb Ruyle/CAS #19, P.O. Box 19276, Springfield, IL 62794-9276. If Respondent fails to execute and submit this CCA within 30 days of receipt, via certified mail, this CCA shall be deemed rejected by operation of law; and
  - b) Upon execution by all Parties.
12. Pursuant to Section 31(a)(7.5) of the Act, 415 ILCS 5/31(a)(7.5), this CCA shall not be amended or modified prior to execution by the Parties. Any amendment or modification to this CCA by Respondent prior to execution by all Parties shall be considered a rejection of the CCA by operation of law. This CCA may only be amended subsequent to its effective date, in writing, and by mutual agreement between the Illinois EPA and Respondent's signatory to this CCA, Respondent's legal representative, or Respondent's agent.

**AGREED:  
FOR THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:**

BY: \_\_\_\_\_  
Roger Callaway, Manager  
Wastewater Compliance Section  
Bureau of Water

DATE: \_\_\_\_\_

**FOR RESPONDENT:**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

## Illinois EPA Compliance Statement

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

Please complete, sign, and return.

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

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Telephone Number*

\_\_\_\_\_  
*Date*

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

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

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



# Illinois Environmental Protection Agency

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

## Sanitary Sewer Overflow or Bypass Notification Summary Report

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

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

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

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

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

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

### 24 Hour Notification Information

Permittee (Municipality or Facility Name): City of Bloomington	Permit Number: IL0072001	Person Representing Permittee Who Contacted IEPA: Greg Kallevig, P.E.
---	-----------------------------	--

Date: 01-28-19	Time: 3:43	AM <input type="checkbox"/>	PM <input checked="" type="checkbox"/>	IEPA Office Contacted: Champaign	Name of IEPA Employee Contacted: Holly Hirchert
-------------------	---------------	-----------------------------	--	-------------------------------------	--

### Sanitary Sewer Overflow or Bypass Details

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

Start Date: 01-24-19	Time: 3:00	AM <input type="checkbox"/>	PM <input checked="" type="checkbox"/>	Duration of the overflow or bypass (hours and minutes): 90 hours (initially described as groundwater issue)
-------------------------	---------------	-----------------------------	--	--

Estimated Volume of Wastewater Discharged (gallons): 400,000	WWTP Flow During bypass (report in MGD): Not applicable for a collection system SSO. N/A	Location of the Overflow or Bypass: adj. railroad tracks at 1517 Six Points Road, Bloomington, IL
---	---	--

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

WPC 733  
11/2011

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

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

Initially described as ground water flow, later determined to be SSO from grease/debri blockage in sewer main causing backup out of partially buried/obscured manhole.

**Wet Weather (if applicable)**

Date(s) and Duration of Rainfall:

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

Contributing Soil Conditions (saturated, frozen, soil type) \_\_\_\_\_

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

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

- Runs on ground and absorbs into the soil
- Ditch: Name of surface water it drains to: \_\_\_\_\_
- Storm Sewer: Name of surface water it drains to: \_\_\_\_\_
- Surface water direct discharge: branch of Sugar Creek
- Basement Back-ups, (Number & use (i.e.residential, commercial) of buildings affected): \_\_\_\_\_
- Other, describe: \_\_\_\_\_

**Actions to Correct This Occurrence and Prevent Future Owerflows or Bypasses**

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

Sewer main cleaned to open the blockage. Flow path cleaned of debris. Heavy cleaning to be performed on entire line with monitoring to determine need for more frequent future cleaning.

**Report Completed By**

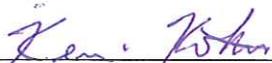
Contact Person: Greg Kallevig, P.E., CFM  
Street Address: 115 E. Washington St.  
PO Box: 3157  
City: Bloomington State: IL  
Zip Code: 61702-3157 Phone: 309-434-2225  
County: McLean

**Authorized Representative Contact Information**

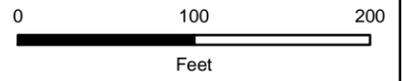
Contact Person: Kevin Kothe, P.E.  
Title: City Engineer  
Street Address: 115 E. Washington St.  
PO Box: 3157  
City: Bloomington State: IL  
Zip Code: 61702-3157 Phone: 309-434-2225  
County: McLean

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

Authorized Representative Name (Print) \_\_\_\_\_ Title \_\_\_\_\_  
Kevin Kothe \_\_\_\_\_ City Engineer \_\_\_\_\_

  
Authorized Representative Signature

1-31-2019  
Date



SSO flowed out of manhole down railroad embankment to branch of Sugar Creek.



# ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-3397

JB PRITZKER, GOVERNOR

JOHN J. KIM, ACTING DIRECTOR

217/782-9861

March 28, 2019

CERTIFIED MAIL # 7017 2680 0001 0214 2939  
RETURN RECEIPT REQUESTED

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

**Re: Violation Notice: Bloomington, City of – IL0072001 – W1130200058**  
**Violation Notice No.: W-2019-50008**

Dear Mr. Kothe:

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

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

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

**Bloomington, City of – IL0072001**

VN W-2019-50008

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

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

Written communications should be directed to:

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

All communications must include reference to this Violation Notice number, **W-2019-50008**.

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

Sincerely,



Roger Callaway  
Compliance Assurance Section  
Division of Water Pollution Control  
Bureau of Water

Attachments

ATTACHMENT A

Bloomington, City of – IL0072001

VIOLATION NOTICE NO. W-2019-50008

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

On January 28, 2019, the Illinois EPA was notified by the City of Bloomington of a sanitary sewer overflow that occurred from approximately January 24, 2019 to January 28, 2019 at a location adjacent to the railroad tracks at 1517 Six Points Road in Bloomington, IL. The overflow was attributed to a grease and debris blockage in the sewer main that caused a backup and discharge out of a partially buried/obscured manhole. Approximately 400,000 gallons of raw sewage ran across the ground and discharged to a branch of Sugar Creek. Overflows from sanitary sewers are expressly prohibited. Due to these findings and the information available to the Illinois EPA, the facility is in violation of the Illinois Environmental Protection Act and regulations.

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

**Overflows from Sanitary Sewers are Expressly Prohibited**

Determine the cause of the overflows and investigate corrective actions to eliminate the possibility of any further raw sewage discharges. Submit a detailed response including a timetable for each corrective measure proposed. Compliance is expected to be pursued immediately.

<b><u>Violation Date</u></b>	<b><u>Violation Description</u></b>
01/24/2019 To 01/28/2019	Overflow of sanitary sewers
Rule/Reg.:	Section 12(a) of the Act, 415 ILCS 5/12(a) (2016); 35 Ill. Adm. Code 306.304

**Systems Reliability**

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

<b><u>Violation Date</u></b>	<b><u>Violation Description</u></b>
01/24/2019 To 01/28/2019	All treatment works and associated facilities shall be so constructed and operated as to minimize violations of applicable standards during such contingencies as flooding, adverse weather, power failure, equipment failure, or maintenance, through such measures as multiple units, holding tanks, duplicate power sources, or such other measures as may be appropriate.

Rule/Reg.: Section 12(a) of the Act, 415 ILCS 5/12(a) (2016);  
35 Ill. Adm. Code 306.102(a)

**Discharge of Contaminants**

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

<b><u>Violation Date</u></b>	<b><u>Violation Description</u></b>
01/24/2019 To 01/24/2019	No person shall cause, threaten or allow the discharge of any contaminants into the environment in any State so as to cause or tend to cause water pollution in Illinois, either alone or in combination with matter from other sources, or so as to violate regulations or standards adopted by the Pollution Control Board under this Act.
Rule/Reg.:	Section 12(a) of the Act, 415 ILCS 5/12(a) (2016)

**Deposited Contaminants**

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

<b><u>Violation Date</u></b>	<b><u>Violation Description</u></b>
01/24/2019 To 01/28/2019	Deposited contaminants on the ground in such a manner that caused or threatened to cause a water pollution hazard.
Rule/Reg.:	Section 12(d) of the Act, 415 ILCS 5/12(d) (2016)



Public Works Department  
115 E. Washington St., PO BOX 3157  
Bloomington, IL 61702-3157  
[www.cityblm.org/publicworks](http://www.cityblm.org/publicworks)  
Phone: (309) 434-2225  
Fax: (309) 434-2201  
[www.cityblm.org](http://www.cityblm.org)

May 28, 2019

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

Subject: Violation Notice Number W-2019-50008  
City of Bloomington – IL0072001 – W1130200058  
Site: adjacent to RR tracks at 1517 Six Points Rd

Dear Mr. Ruyle:

This letter constitutes a proposal from the City of Bloomington to enter into a Compliance Commitment Agreement (CCA) with the Illinois EPA consisting of actions already completed to resolve all points of the above referenced Violation Notice, including the following violations:

1. Overflows from Sanitary Sewers are Expressly Prohibited
2. Systems Reliability
3. Discharge of Contaminants
4. Deposited Contaminants

The City was notified on Thursday, January 24, 2019 at 4:00pm of ground seepage flow later determined to be SSO. The discharge was also later determined to have been caused by debris from a broken and buried manhole and the City took the following steps to correct the violation:

1. Monday, January 28, 2019; at 8:00am the City obtained permission from Union Pacific Railroad (UPRR) to access the site. The City contracted with Hoerr Construction, Inc. to perform sewer cleaning to clear obstruction in the sewer main. Sewer main jetting was performed and the SSO was abated by 9:30am. The obstruction point was determined to be at the location of a manhole which was buried in railroad embankment.

2. Tuesday, February 5, 2019; at 8:00am Hoerr Construction, Inc. was onsite to expose the buried manhole and adjust it to the surface. Excavation of the manhole identified that the manhole had been broken at some point in the past with no notification to City. Inspection of the broken manhole found concrete debris determined to be the main contributor to the SSO blockage. The manhole was cleaned of broken concrete debris and broken manhole sections were replaced by 11:00am. Field assessment determined that normal flow was again sustainable, follow up CCTV inspection of full sewer main condition to be performed under normal operations.

3. Thursday, May 16, 2019; Hoerr Construction, Inc. completed follow up CCTV inspection of the entire sewer main which found the main to be in good condition and no additional broken concrete debris downstream of the manhole repair location.



Public Works Department  
115 E. Washington St., PO BOX 3157  
Bloomington, IL 61702-3157  
[www.cityblm.org/publicworks](http://www.cityblm.org/publicworks)  
Phone: (309) 434-2225  
Fax: (309) 434-2201  
[www.cityblm.org](http://www.cityblm.org)

CCA Proposal Summary:

1. Perform sewer jetting to open blockage and restore flow (completed 01/28/2019, SSO abated).
2. Expose buried manhole near blockage location identified during jetting, make any necessary repairs (completed 02/05/2019, broken manhole repaired, blockage debris removed).
3. Perform follow up CCTV inspection of entire pipe section (3000') to confirm no remaining debris from broken manhole repair (completed 05/16/2019, showing no further effects of broken manhole repair).

The City requests that the above summary of completed corrective steps be incorporated into a CCA.

Since City Council approval of a CCA will be required, it is requested that IEPA coordinate with the City on the date upon which the final CCA is delivered by IEPA to the City to help ensure the City Council is able to accept and approve the document within the 30 day limit.

We look forward to hearing from you on entering into a CCA.

Yours truly,

A handwritten signature in black ink that reads "Greg Kallevig".

Greg Kallevig, PE, CFM  
Civil Engineer II

attach: maps and photos presented at formal meeting

cc: Kevin Kothe, PE, City Engineer  
Ward Snarr, PE, Civil Engineer II  
Jim Karch, Public Works Director  
file



Broken manhole found covered but not repaired.



Broken manhole section



Debris removed from flowline of broken manhole.



Repaired manhole



Debris removed from flowline of broken manhole.





Damaged manhole caused blockage.

SSO location.

Six Points Rd



CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: June 24, 2019

SPONSORING DEPARTMENT: Community Development

SUBJECT: Consideration and action to approve the Annual Regional Service Agreement with the McLean County Regional Planning Commission (MCRPC) for Regional Planning Services in the amount of \$54,000.00 for the fiscal year July 1, 2019 through June 30, 2020, as requested by the Community Development Department.

RECOMMENDED MOTION: The proposed Agreement be approved.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services.

STRATEGIC PLAN SIGNIFICANCE: Objective 1e. Partnering with others for the most cost-effective service delivery.

BACKGROUND: The McLean County Regional Planning Commission (MCRPC) has provided long-range planning services to the City of Bloomington, Town of Normal, and McLean County for decades. Their function includes services such as preparation of the Long-Range Transportation Plan, compilation and publication of the community's statistical data, and technical assistance with long-range planning (see attached Unified Work Program FY2020).

Every year, the City of Bloomington and the Commission enter into a Regional Service Agreement (see attached FY2020 RSA) that outlines services the Commission intends to provide to the City over the subsequent twelve months. Additionally, the City pays the Commission a flat service fee. Unlike previous years, MCRPC requested that the City pay its fee for this year in two installments of \$27,000.00. The first installment will be due in July 2019 and the second installment in January 2020. The Service Agreement and fee are consistent across governmental jurisdictions, and the annual fees, as well as state and federal grants, provide operational funding to the Commission. For the past few years, the fee to MCRPC has remained consistent; and the proposed fee for FY2020 is \$54,000.00.

**Fiscal Year City Contributions**

FY 2017	\$54,674.00
FY 2018	\$54,181.47
FY 2019	\$54,000.00
FY 2020	\$54,000.00

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: See attached Unified Work Program FY2020.

FINANCIAL IMPACT: The FY2020 Budget appropriates \$60,000.00 in the Plan to Mclean County Regional Planning account (10015420-75025) of the Planning Division to cover an annual fee

for services rendered by MCRPC. The proposed FY2020 fee of \$54,000.00 is the same as the previous years. The fee is consistent across governmental jurisdictions and with previous contributions. Stakeholders can locate this in the FY 2020 Proposed Budget Book titled "Budget Overview & General Fund" on page 209.

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

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

Respectfully submitted for Council consideration.

Prepared By: Katie Simpson, City Planner

Reviewed By: Bob Mahrt, Community Development Director

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager  
Scott Rathbun, Finance Director

Community Dev. Review By: Bob Mahrt, Community Development Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason  
City Manager

**Attachments:**

- CD 1B MCRPC Regional Service Agreement
- CD 1C FY2020 Unified Work Program



## MCLEAN COUNTY REGIONAL PLANNING COMMISSION

---

115 E. Washington St., M103 • Bloomington, IL 61701-4089  
Phone: 309-828-4331 • Fax: 309-827-4773 • [www.mcplan.org](http://www.mcplan.org)

May 22<sup>nd</sup>, 2019

Ms. Leslie Yocum, Interim City Clerk  
City of Bloomington  
109 E. Olive Street  
Bloomington, IL 61701

Re: Annual Regional Service Agreement

Dear Ms. Yocum:

Enclosed please find two partially executed copies of the annual Regional Service Agreement for the fiscal year July 1, 2019 through June 30, 2020. After the agreements have been signed, please return one fully executed copy of the agreement to us. An invoice for the appropriate amount is also enclosed.

Please call if you have any questions. Thank you.

Sincerely,

Jordan Brown  
Office Manager

## REGIONAL PLANNING SERVICE AGREEMENT

This agreement is entered into as of the 1st day of July, 2019, by and between the McLean County Regional Planning Commission (hereinafter referred to as the "Commission") and the City of Bloomington (hereinafter referred to as the "City").

The parties do mutually agree as follows:

### A. Period of Agreement

This agreement shall remain in full force and effect through June 30, 2020.

### B. Long Range Planning Services

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

1. Assist the City in the periodic updating of plans and ordinances that pertain to planning and development, including the Comprehensive plan and zoning ordinances and subdivision regulations as needed.
2. Prepare or coordinate the preparation and updating of reports that are an integral part of the McLean County Transportation Study, including the Unified Work Program (UWP), Long Range Transportation Plan (LRTP), and the Transportation Improvement Program (TIP).
3. Maintain a website to post statistical data, plans and studies, and other planning-related information to serve as a resource for local governments and the public.
4. Provide assistance in the preparation of applications for Federal or State funding as needed.
5. Attend meetings of county and municipal government and civic organizations or other groups interested in planning and development as requested and as schedules permit.
6. Provide technical assistance as needed and requested in matters of long range planning and development.

### C. Staff

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

### D. Financing

The City of Bloomington will remit to the Commission the sum of FIFTY-FOUR THOUSAND AND 00/100 DOLLARS (\$54,000.00) in two equal installments for the period of July 1, 2019 through June 30, 2020. The City will remit TWENTY-SEVEN THOUSAND AND 00/100 DOLLARS (\$27,000.00) for each installment once in July 2019 and again in January 2020 upon the City's receipt of an invoice for said amount.

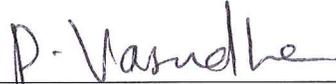
\_\_\_\_\_  
Mayor - City of Bloomington

\_\_\_\_\_  
City Clerk - City of Bloomington

\_\_\_\_\_  
Date



Chairperson  
McLean County Regional Planning  
Commission



Executive Director  
McLean County Regional Planning  
Commission

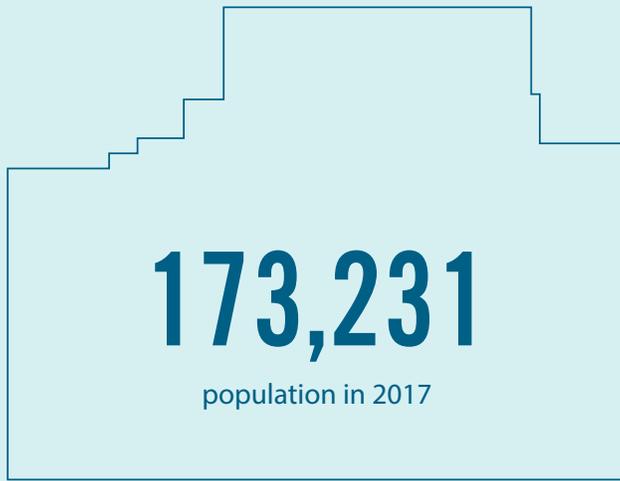
5/22/19  
Date

FISCAL YEAR 2020

# UNIFIED WORK PROGRAM

MCLEAN COUNTY, ILLINOIS





FY 2020 (JULY 1, 2019–JUNE 31, 2020)

# UNIFIED WORK PROGRAM

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

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

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



# MCRPC VISION, MISSION, & VALUES

## VISION

MCRPC is the leader for [planning tomorrow's McLean County](#).

## MISSION

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

## VALUES

### REGIONALISM

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

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

### GOVERNANCE

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

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

### PROFESSIONALISM & EXCELLENCE

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

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

### SERVICE

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

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

### ADVOCACY

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

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

### INNOVATION

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

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

### INCLUSION

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

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

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## MCLEAN COUNTY TRANSPORTATION COMMITTEES

---

### POLICY COMMITTEE

**Carl Teichman, Chair**  
Chair, McLean County Regional Planning Commission

**Tari Renner**  
Mayor, City of Bloomington

**Chris Koos**  
Mayor, Town of Normal

**William Caisley**  
Chairperson, McLean County Board Transportation Committee

**Scott Neihart**  
Program Development Engineer, IDOT, District 5

### TECHNICAL COMMITTEE

**Vasudha Gadhiraaju, AICP, Chair**  
Executive Director, McLean County Regional Planning Commission

**Tim Gleason**  
City Manager, City of Bloomington

**Pamela Reece**  
City Manager, Town of Normal

**Bill Wasson**  
County Administrator, McLean County

**Wayne Aldrich**  
Director of Public Works, Town of Normal

**Jim Karch**  
Director of Public Works, City of Bloomington

**Jerry Stokes**  
County Engineer, McLean County

**Robert Nelson**  
Planning and Services Chief, IDOT, District 5

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

**Carl Olson**  
Director, Bloomington-Normal Airport Authority

**Isaac Thorne**  
General Manager, Connect Transit

### LOCAL GOVERNMENT PLANNING STAFF

**Katie Simpson**  
City Planner, City of Bloomington

**Mercy Davison, AICP**  
Town Planner, Town of Normal

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

## MCLEAN COUNTY REGIONAL PLANNING COMMISSION

---

### COMMISSIONERS

**Carl Teichman**  
Chairman, Town of Normal

**Mary Kramp**  
Vice Chairman, County of McLean

**Jim Fruin**  
MCRPC Commission Representative on Executive Committee, County of McLean

**John Burrill**  
Water Reclamation District

**Mary Jefferson**  
Town of Normal

**Carl Olson**  
Airport Authority

**Kelly Pyle**  
Unit School District #5

**Mark Wylie**  
Charter School District #87

### EXECUTIVE COMMITTEE

**Carl Teichman**  
Chairman

**Mary Kramp**  
Vice Chairman

**Jim Fruin**  
MCRPC Commission Representative

**Pamela Reece\***  
City Manager, Town of Normal

**Tim Gleason\***  
City Manager, City of Bloomington

**Bill Wasson\***  
County Administrator, County of McLean

**Vasudha Gadhiraaju\***  
Executive Director, MCRPC

### MCRPC STAFF

**Vasudha Gadhiraaju, AICP**  
Executive Director

**Jordan Brown**  
Office Manager

**Jennifer Sicks, AICP**  
Senior Planner, Transportation

**Lauren Gibson**  
Community Planner,

**Alyssa Cooper**  
Community Planner

**Teresa Anderson**  
Assistant Planner

\* Non-voting members



## **INTRODUCTION**

---

Each year, Metropolitan Planning Organizations (MPOs) are required to prepare a Unified Work Program (UWP), in cooperation with member agencies, to describe all anticipated transportation planning activities over the course of the upcoming grant fiscal year. As the designated MPO for the Bloomington-Normal urbanized area, the McLean County Regional Planning Commission (MCRPC) developed the UWP for grant fiscal year 2020 (July 1, 2019 to June 30, 200) in compliance with the Fixing America's Surface Transportation (FAST) Act.

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

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

will act as a performance dashboard for the tasks and the outcomes identified in the UWP.

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

The UWP document will only contain the Transportation Elements of the MCRPC's Overall Work Program (OWP). The UWP will be approved by the MCRPC's Transportation Technical and Policy Committees while the OWP will be approved by the Commission. This proposed UWP will go into effect July 1 2019.

**EXHIBIT A**

**FY 2020 Transportation Related Work Elements and Tasks**



**100 General Administration**

- 101 General Administration

**300 Comprehensive Planning and Technical Assistance**

- 301 Regional Comprehensive Plan
- 302 Coordination of development activity
- 303 Toolkit
- 304 Environmental Planning
- 305 Other

**400 Transportation Planning and Technical Assistance**

- 401 Transportation administration and technical assistance
- 402 Transportation Improvement Program (TIP)
- 403 Complete Streets and Transit Oriented Development
- 404 Sustainable Transportation Programming
- 405 Regional Health Initiatives
- 406 BN Mobile - LRTP
- 407 Travel Demand Modelling

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

**500 Data, Technology, and Smart Cities**

- 501 Research and outreach
- 502 Innovative projects
- 503 Data and dashboard
- 504 Spatial data and maps

**600 Education and Outreach**

- 601 Website and social media
- 602 Outreach efforts
- 603 Publications

**700\* Human Service Transportation Plan**

- 701 Administration and Technical Assistance
- 702 HST Plan updates and monitoring
- 703 Mobility Management
- 704 Rural Transit Pilot Project

**800\* Rural Planning**

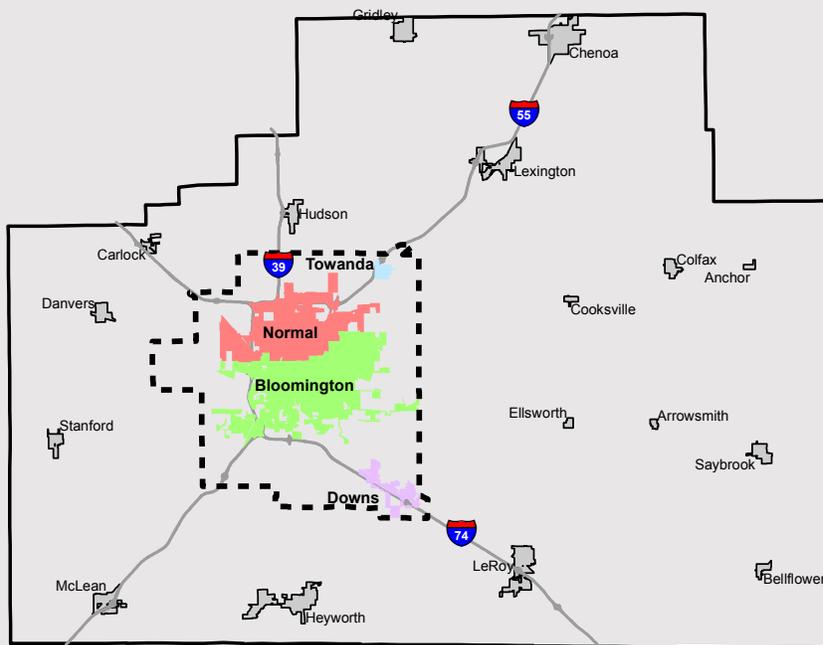
- 801 Administration
- 802 Data, Metrics and Maps
- 803 Planning Toolkit
- 804 Planning Assistance
- 805 Programming Support
- 806 Education and Outreach
- 807 Other Projects

## PURPOSE & ROLE OF A METROPOLITAN PLANNING ORGANIZATION (MPO)

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



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



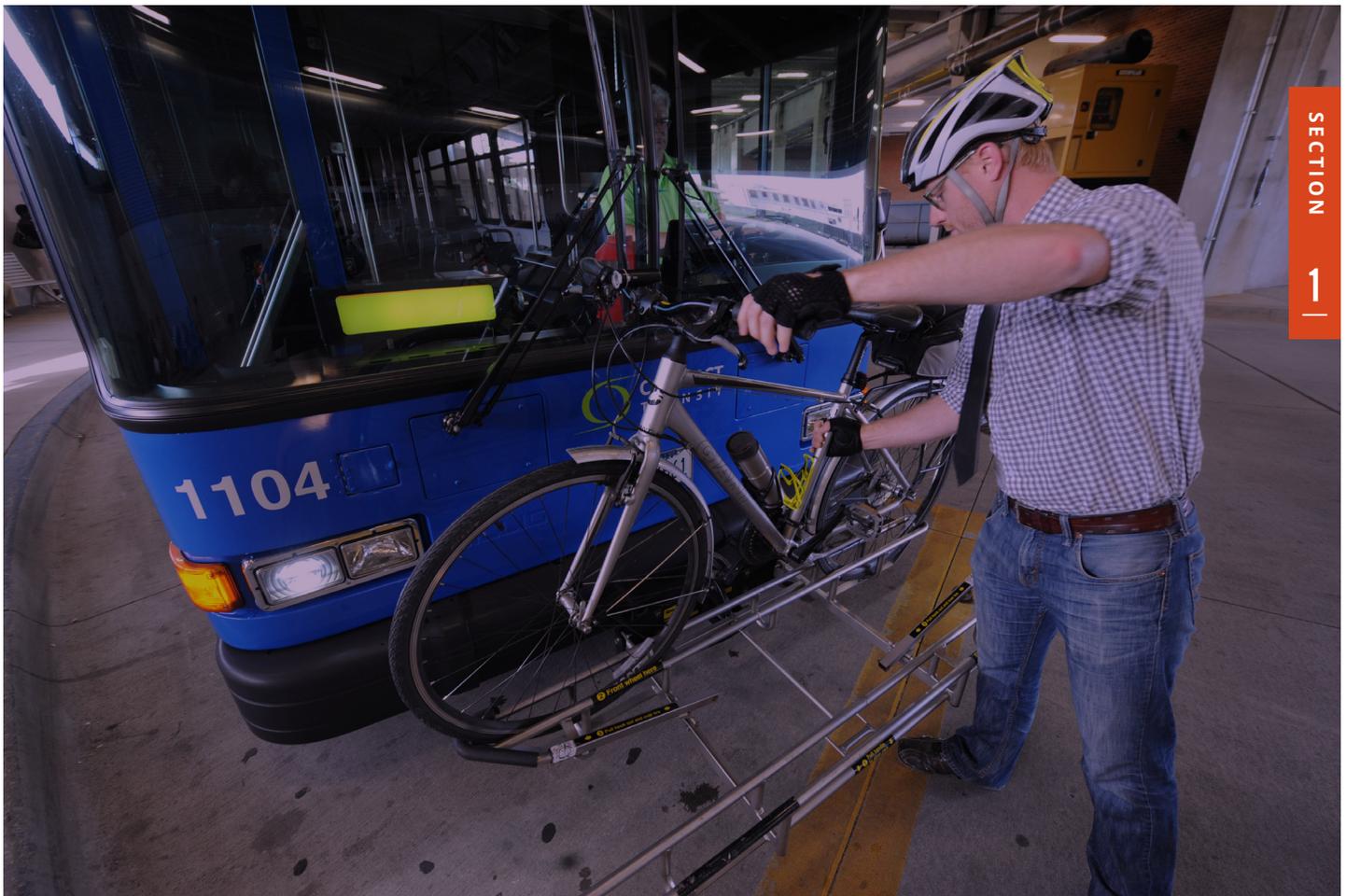
McLean County Metropolitan Planning Area

## Fixing America's Surface Transportation (FAST) Act

The FAST Act was signed into law in 2015—the first federal law in a decade to provide multi-year funding for surface transportation infrastructure planning and investment. It addresses all modes of transportation and enhances many of the existing provisions and programs defined in past transportation legislation. FAST Act defines nine specific planning factors to be considered when developing transportation plans and programs in a metropolitan area to ensure consistency with national goals and objectives:

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





## PROJECTED FIVE-YEAR WORK PROGRAM



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

Exhibit B

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

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

..... Ongoing activities  
 ===== Intense activities  
 ..... Activity specifics unknown at this time

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

## Organizational Structure

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

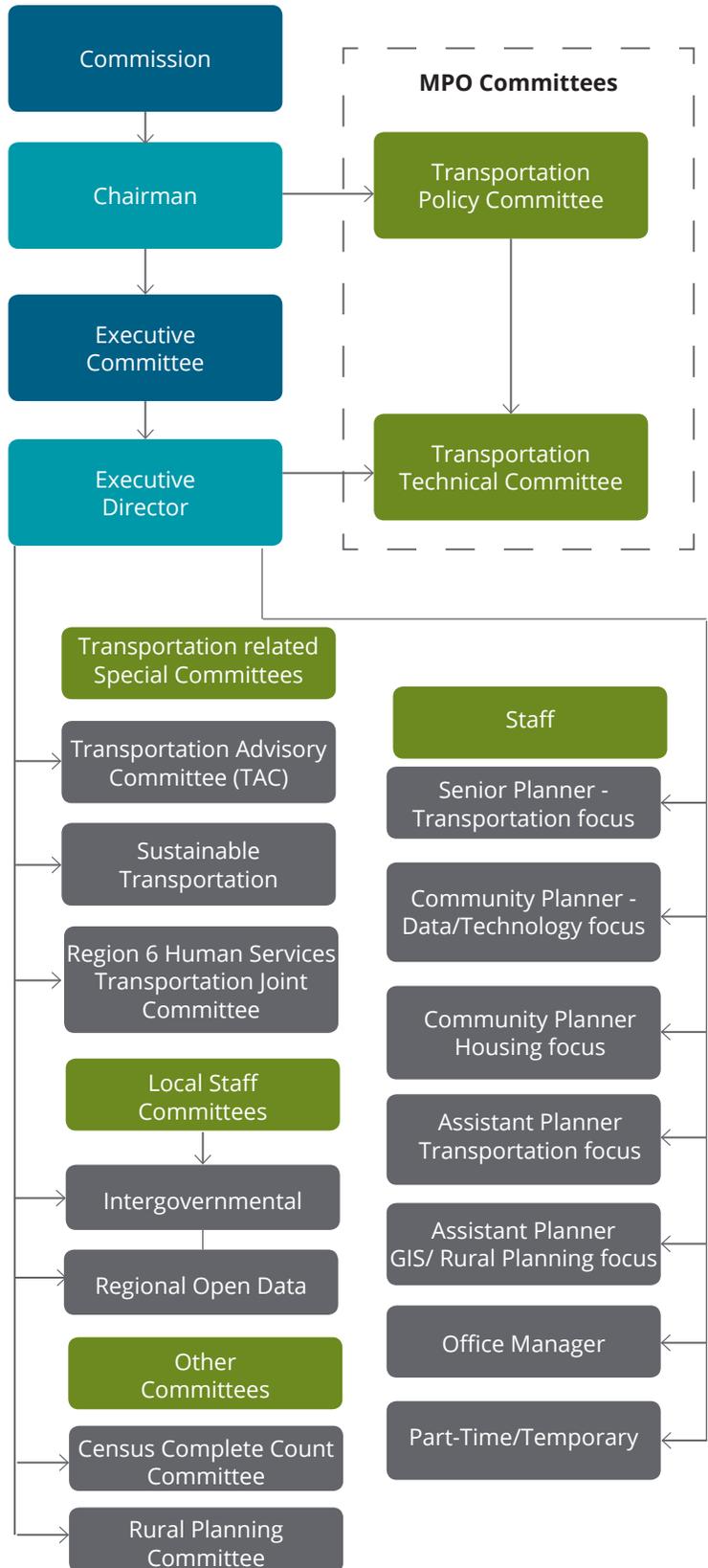
The MCRPC interacts with local and state officials through the Transportation Technical and Policy Committees (membership also listed on Page 6). The Commission interacts with local elected officials through the Commission Chairman, who also serves as chairman of that committee. The Transportation Policy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

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

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

Exhibit C

### MPO Structure





## PROGRAM SUMMARY AND BUDGET

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

## Staffing Requirements

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

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

## Costs

The total estimated cost to implement this work program is \$614,451. The anticipated line item costs are illustrated in Table 2.2, along with a break down between direct and indirect costs. Direct costs are chargeable to specific projects and include salaries and non-salary costs, such as materials, services and supplies used directly on projects. Indirect costs, which also include both salaries and non-salary costs, cannot be related to specific projects. Such costs include general administration, supplies, and equipment costs. The indirect charge is added to direct salaries and other direct costs when computing project costs.

The budget provides for 12 different line item expenses, each divided as appropriate between direct and indirect costs. These line item expenses are shown in Table 2.2 and discussed briefly below.

**Table 2.1**

### Allocation of Staff Hours by Work Element

UWP CODE	Project	Executive Director	Senior Planner	Assistant Planner	Assistant Planner	Community Planner 1	Community Planner 2	Office Manager	Part-Time Professional	TOTAL
100	General Administration	350	50	50	50	50	50	700	0	<b>1,300</b>
300	Comprehensive Planning	250	400	400	150	200	0	100	500	<b>2,000</b>
400	Transportation Planning	400	1,000	500	850	0	0	100	0	<b>2,850</b>
500	Data Gathering, Technology	600	0	200	200	1,600	0	0	650	<b>3,250</b>
600	Education and Outreach	100	0	250	100	0	0	500	0	<b>950</b>
700	HSTP*	50	500	200	600	0	0	100	0	<b>1,450</b>
800	Rural Planning *	50	0	250	0	100	0	100	500	<b>1,000</b>
<b>TOTAL</b>		<b>1,800</b>	<b>1,950</b>	<b>1,850</b>	<b>1,950</b>	<b>1,950</b>	<b>50</b>	<b>1,600</b>	<b>1,650</b>	<b>11,800</b>

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

## Salaries and Fringe Benefits

Salaries and benefits account for over 70% of the budget and constitute the largest expense. Seven (7) full time staff members are eligible for fringe benefits. Fringe includes IMRF, group insurance, paid vacations, paid sick leave, paid holidays, and unemployment insurance.

## Advertising/Legal Notices

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

## Copy Machine Expenses

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

## Contractual Services and Sub Awards

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

## Dues and Memberships

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

## Letterheads and Printed Forms

Letterheads, printed envelopes or any special type of form which is printed for a particular use that cannot

be purchases in open stock.

### Non-Contract Services

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

### Operating & Office Supplies

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

### Other Equipment

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

### Postage

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

### Purchase of Computers & related equipment

Equipment and furnishings purchased such as: computer accessories, calculators, computer monitors,

### Schooling & Conferences (incl parking)

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

### Software License Agreement

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

### Travel Expenses (non associated with training)

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

### Telephone Expenses

Payment for telephone service and support for 10 telephones.

Table 2.2

### Line Item Budget

Expense Item	Direct Costs	Percent of Budget
Salaries & Fringe	\$429,646	71.2%
Advertising/Legal Notices	\$2,000	<1%
Copy Machine Expense	\$2,500	<1%
Contractual Services and Sub Awards	\$110,607	13%
Dues & Memberships	\$4,200	<1%
Letterheads and Printed Forms	\$6,000	<1%
Non-Contract Services	\$11,350	1.35%
Operating & Office Supplies	\$2,000	<1%
Other Equipment	\$11,000	1.31%
Postage	\$500	<1%
Schooling & Conferences (incl parking)	\$3,500	<1%
Software License Agreement	\$17,839	2.12%
Travel Expense (not associated with training)	\$448	<1%
Telephone Expenses	\$1,200	<1%
<b>TOTAL</b>	<b>\$602,790</b>	

Note: Unlike in previous fiscal years, MCRPC is not claiming Indirect Cost for Fiscal Year 2020

## Funding

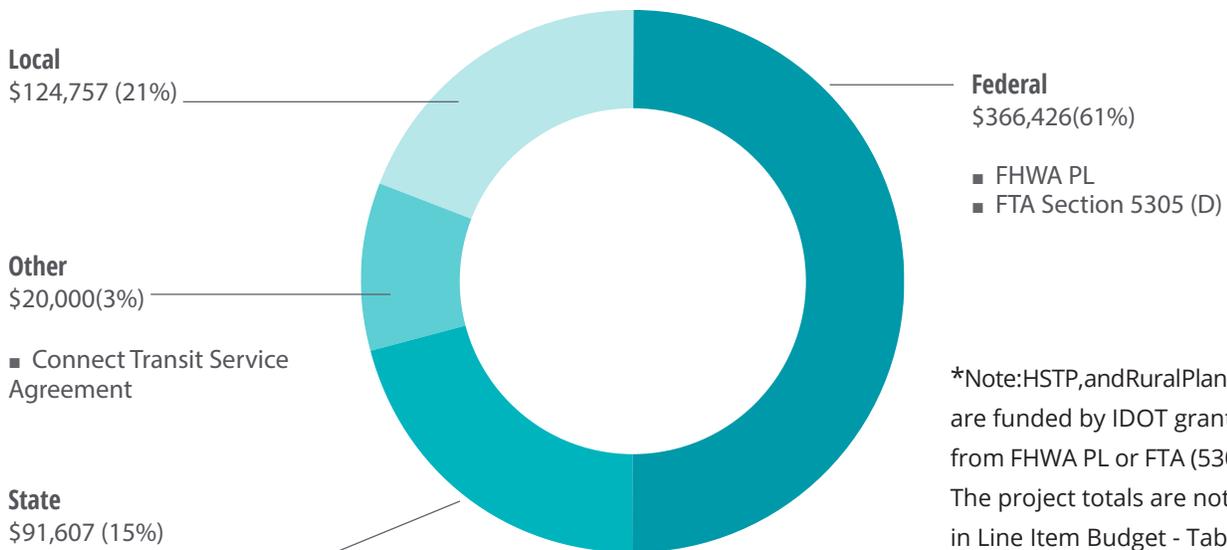
Funding for this year's work program is to come from the sources indicated in Table 2.3 and Chart 2.1. Federal transportation funds will continue to account for a significant part of MCRPC budget with Federal Highway Administration (FHWA-PL) funds and Federal Transit Administration (FTA) funds totaling at \$366,426. State Metropolitan Planning Funds of \$91,607 provide the required local match. Regional service agreements with Bloomington, Normal, and McLean County provide local match requirement for various projects as well as fund the Transportation and Land use Connection (TLC) program. . Funding identified as other comes from the transit service agreement with Connect Transit. **The total amount provided by regional service agreement to conduct this is \$124,757, divided equally among Bloomington, Normal, and McLean County. will be used to**

**Table 2.3**  
**FY 2020 Program Funding Sources**

UWP CODE	Program and Project	Budgeted Amount	FTA Section 5305(d)	State Metro	Technical Service/Local
100	General Administration	\$77,033	\$61,626	\$15,407	0
300	Comprehensive Planning and Technical Assistance	\$173,128	\$65,217	\$16,304	\$91,607
400	Transportation Planning and Technical Assistance	\$143,911	\$99,129	\$24,782	\$20,000
500	Data Gathering, Technology, and Smart Cities	\$164,115	\$120,772	\$30,193	\$13,150
600	Education & Outreach	\$44,603	\$19,682	\$4,921	\$20,000
<b>TOTAL</b>		<b>\$602,790</b>	<b>\$366,426</b>	<b>\$91,607</b>	<b>\$144,757</b>

**Chart 2.1**

### FY 2019 Program Funding Sources



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



## CONTRACT COSTS



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

## Scope of Services

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

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

### Work Element 100—General Administration

FY 2020 OWP and UWP; FY 2018 audit report; Quarterly and annual performance reports; Monthly financial reports; and other correspondence.

### Work Element 300—Comprehensive Planning

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

### Work Element 400—Transportation Planning

FY 2021–FY2025 TIP; Regional Transportation Dashboard; Travel Demand Model; implementation of LRTP.

### Work Element 500—Data Gathering, Technology, Smart Cities

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

### Work Element 600—Education and Outreach

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

## Projected Funding

Determining projected funding levels is an important part of the programming and budgeting process. The Sections 2 and 4 of this report address this subject in detail. Table 3.1 summarizes the projected funding for PL and Section 5305(d) work activities programmed for FY 2020.

Table 3.1

### Projected Funding for Transportation Planning Elements

(PL) Funds + 5305 funds	\$366,426	80%
State Metro	\$91,607	20%
<b>TOTAL FUNDS</b>	<b>\$369,297</b>	<b>100%</b>

## Cost Allocation Methodology



### Project Cost Allocation Methodology and Itemized Cost Reports

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

Table 3.2

## FY 2020 Budget by Cost Item

Cost Item	Federal Funding	State Metro	Total Amount
	PL/FTA		
	80%	20%	100%
<b>Personnel Cost (Wages+ Fringes)</b>			
Executive Director	\$97,117.1	\$24,279.27	\$121,396.4
Senior Planner—Transportation	\$51,745.23	\$12,936.31	\$64,681.5
Associate Planner—Comp	\$32,613.58	\$8,153.4	\$40,767.0
Associate Planner - Transportation	\$32,986.04	\$8,246.51	\$41,232.6
Community Planner 1	\$50,895.19	\$12,723.8	\$63,619.0
Community Planner 2	\$1,507.2	\$376.8	\$1,884.0
Office Manager	\$26,550.43	\$6,637.61	\$33,188
Part-Time professional	\$15,169.2	\$3,792.3	\$18,961.5
<b>Total for Personnel Services</b>	<b>\$308,584</b>	<b>\$77,146</b>	<b>\$385,730</b>
Advertising/Legal Notices	\$1,433	\$358	\$1,792
Book/Videos/Publications	\$0	\$0	\$0
Copy Machine Expense	\$2,000	\$500	\$2,500
Contract Services	\$12,804	\$3,201	\$16,004
Dues & Memberships	\$2,923	\$731	\$3,654
Letterheads & Printed Forms	\$3,719	\$930	\$4,649
Non-Contract Services	\$7,803	\$1,951	\$9,753
Operating & Office Supplies	\$1,489	\$372	\$1,861
Other Equipment	\$8,800	\$2,200	\$11,000
Postage	\$400	\$100	\$500
Schooling & Conferences (include parking)	\$2,441	\$610	\$3,052
Software License Agreement	\$12,712	\$3,178	\$15,889
Travel Expense (not associated with training)	\$358	\$90	\$448
Telephone Expense	\$960	\$240	\$1,200
<b>Total Direct Expenses</b>	<b>\$57,842</b>	<b>\$14,461</b>	<b>\$72,303</b>
<b>Total Cost</b>	<b>\$366,426</b>	<b>\$91,607</b>	<b>\$458,033</b>

Table 3.3

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

	Program Category	Total Program Category Charges	PL + Section 5305 (d) Contract Limiting Amount
100	General Administration	\$77,033	\$61,626
300	Comprehensive Planning and Technical Assistance	\$173,128	\$65,217
400	Transportation Planning and Technical Assistance	\$143,911	\$99,129
500	Data Gathering, Technology, & Smart City Initiatives	\$164,115	\$120,772
600	Education & Outreach	\$44,603	\$19,682
	<b>TOTAL</b>	<b>\$602,790</b>	<b>\$366,426</b>



## PROJECT BUDGETS

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

## Work Element 100—General Administration

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

### Accomplishments during FY 2019

- Timely submission of financial and project reports.
- Completion of FY 2018 audit with no significant findings.
- Submission of Indirect Cost Allocation Plan (ICAP) in compliance with new Grant Accountability and Transparency Act (GATA) for FY 2019.
- Creation of FY 2020 OWP (January 1, 2019 - December 31, 2019)
- Creation of FY 2020 UWP (July 1, 2019 - June 30, 2019)
- Diversified revenue sources
- Established strategic priorities for MCRPC
- New Cooperative Agreement for Continuing Transportation Planning in the Bloomington-Normal Urbanized Area and McLean County. Revisions update dates back to early 1990's.
- Worked with McLean County Auditor, Treasurer, and Administration offices to transition MCRPC into a County Department.

### Planned activities during FY 2020

**Task 101—General Administration:** All general administration tasks including budget, finance and HR management; Streamlining Advisory Committees including establishing clear roles and responsibilities, ensuring that the priorities are formally approved by the three major local government entities; Amendments to contracts and agreements to reflect 5-year priorities as approved by the Executive Committee and adopted by the Commission; obtaining approvals from the state and federal agencies.

### Work products

FY 2020 OWP and UWP; FY 2019 audit report; quarterly and annual performance reports; monthly financial reports; and other correspondence; clear descriptions of advisory groups along with roles and responsibilities of its membership and the groups project priorities.

## GENERAL ADMINISTRATION BUDGET

<b>Non-Salary Expenses</b>	
Advertising/Legal Notices	\$500
Books/Videos/Publications	\$0
Copy Machine Expense	\$2,500
Contract Services and Sub Awards	\$0
Consultants	\$0
Dues and Memberships	\$2,500
Food	\$0
Letterhead and Printed Forms	\$0
Non-Contract Services	\$350
Operating & Office Supplies	\$1,000
Other Equipment	\$11,000
Postage	\$500
Purchase of Computers & related equipment	\$0
Schooling & Conferences (incl parking)	\$0
Software License Agreement	\$0
Travel Expense (not associated with training)	\$448
Telephone Expenses	\$1,200
<b>TOTAL MINUS FRINGE</b>	<b>\$19,998</b>

<b>Salaries</b>		
<b>Staff Position</b>	<b>Time (Hours)</b>	<b>Dollar Total</b>
Executive Director	350	\$27,386
Senior Planner—Transportation	50	\$2,467
Associate Planner—Comp	50	\$1,695
Associate Planner—Trans	50	\$1,761
Community Planner 1	50	\$1,847
Community Planner 2	50	\$1,884
Office Manager	700	\$19,995
Part-Time professional	0	\$0
<b>TOTAL</b>	<b>1,300</b>	<b>\$57,035</b>

<b>TOTAL PROJECT COSTS</b>	<b>\$77,033</b>
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<b>Funding Sources</b>	
IDOT-PL + Section 5305(d)	\$61,626.40
State Metro Planning Funds	\$15,406.60
<b>Total Funding</b>	<b>\$77,033</b>

## Work Element 300—Comprehensive Planning and Technical Assistance

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

### Accomplishments during FY 2019

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

### Planned activities during FY 2020

**Task 301 — Regional Comprehensive Plan:** Conduct rural planning activities such as data and information gathering in support of the Regional Comprehensive Planning efforts. Establish partnerships with a variety of agencies including Illinois Institute of Rural Affairs, ISU, CIRBN, EDC, McLean County Mayor's Association and other rural grass roots groups to carry out these activities. These activities will feed into the Regional Comprehensive Plan scheduled to begin in FY 2021.

**Task 302—Coordination of development activity:** Work with municipal and other partners to track the progress of the plans led by MCRPC; Coordinate the long-standing intergovernmental meetings to monitor the development activity for consistency with the adopted long range plans; Revise Consistency Review Forms to fit the current Comprehensive Plans; Work with McLean County GIS group for integration of development monitoring process with GIS.

**Task 303—Toolkit:** Create an online toolkit that will be a one stop shop for community development resources currently available in our community and potential tools identified in the comprehensive plans.

**Task 304—Environmental planning:** Partner with EAC in regional energy planning.

**Task 305—Transportation and Land use Connection (TLC) Program:** This grant program intends to help implement projects identified in the Comprehensive Plan and the LRTP.

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

### Work products

Implementation Toolkit; Regional Energy Plan; Plan Tracking Tool progress; Interactive Consistency Review Form; TLC Program

## COMPREHENSIVE PLANNING & TECHNICAL ASSISTANCE BUDGET

### Non-Salary Expenses

Advertising/Legal Notices	\$0
Books/Videos/Publications	\$0
Copy Machine Expense	\$0
Contract Services and Sub Awards	\$91,607
Consultants	\$0
Dues and Memberships	\$0
Food	\$0
Letterhead and Printed Forms	\$1,000
Non-Contract Services	\$1,000
Operating & Office Supplies	\$0
Other Equipment	\$0
Postage	\$0
Purchase of Computers & related equipment	\$0
Schooling & Conferences (incl parking)	\$2,500
Software License Agreement	\$0
Travel Expense (not associated with training)	\$0
Telephone Expenses	\$0
<b>TOTAL</b>	<b>\$96,107</b>

### Salaries

Staff Position	Time (Hours)	Dollar Total
Executive Director	250	\$19,561
Senior Planner—Transportation	400	\$19,735
Associate Planner—Comp	400	\$13,562
Associate Planner—Trans	150	\$5,282
Community Planner 1	200	\$7,390
Community Planner 2	0	\$0
Office Manager	100	\$2,856
Part-Time professional	500	\$8,635
<b>TOTAL</b>	<b>2,000</b>	<b>\$77,021</b>

**TOTAL PROJECT COSTS** **\$173,128**

### Funding Sources

IDOT-PL + Section 5305(d)	\$65,216.80
State Metro Grants	\$16,304.20
Regional Service Agreement	\$91,607.00
<b>Total Funding</b>	<b>\$173,128</b>

## Work Element 400—Transportation Planning and Technical Assistance

This work element encompasses activities that directly support the implementation of the projects and programs outlined long-range transportation planning (LRTP).

### Accomplishments during FY 2019

- Successfully implemented the 4th annual Good To Go Commuter Challenge. This challenge aims to improve resident health, increase the use of sustainable modes of transportation to improve air quality. More information at [goodtogomclean.org](http://goodtogomclean.org)
- Drafted the 1st Connect Transit Short-Range Transportation Plan
- Introduced Transportation and Land Use Connection (TLC) Grant.
- Issued an RFQ and hiring a consultant to carry out Vision Zero project.
- Worked with consultant to draft a Complete Streets Implementation Plan

### Planned activities during FY 2020

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

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

**Task 403—Complete Streets and Transit Oriented Development:** Work with the municipalities to identify opportunities for implementation of complete streets policies; work with Connect Transit on their short- and long-range transportation plan; Create guidelines for transit oriented development and complete streets.

**Task 404—Sustainable Transportation Programing:** Continue to support expansion of sustainable transportation programs such as Good To Go Commuter challenge, PARKing Day, Bike Share etc.

**Task 405— Regional Health Initiatives:** MCRPC will partner with the McLean County Wellness Coalition and other partners to promote active transportation and other health initiatives.

**Task 406—BN Mobile - LRTP:** Monitor progress and update LRTP as necessary and support its implementation.

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

### Work products

BN Mobile, 2045 long-range transportation plan updates for Bloomington-Normal urbanized area; FY 2020-FY2025 TIP; Travel Demand Model; Good To Go Commuter Challenge; Bike and Pedestrian Counts

## TRANSPORTATION PLANNING AND TECHNICAL ASSISTANCE BUDGET

### Non-Salary Expenses

Advertising/Legal Notices	\$1,500
Books/Videos/Publications	\$0
Copy Machine Expense	\$0
Contract Services and Sub Awards	\$0
Consultants	\$0
Dues and Memberships	\$700
Food	\$0
Letterhead and Printed Forms	\$500
Non-Contract Services	\$1,000
Operating & Office Supplies	\$1,000
Other Equipment	\$0
Postage	\$0
Purchase of Computers & related equipment	\$0
Schooling & Conferences (incl parking)	\$0
Software License Agreement	\$8,839
Travel Expense (not associated with training)	\$0
Telephone Expenses	\$0
<b>TOTAL MINUS FRINGE</b>	<b>\$13,539</b>

### Salaries

Staff Position	Time (Hours)	Dollar Total
Executive Director	400	\$31,298
Senior Planner—Transportation	1,000	\$49,336
Associate Planner—Comp	500	\$16,953
Associate Planner—Trans	850	\$29,929
Community Planner 1	0	\$0
Community Planner 2	0	\$0
Office Manager	100	\$2,856
Part-Time professional	0	\$0
<b>TOTAL</b>	<b>2,850</b>	<b>\$130,372</b>

**TOTAL PROJECT COSTS** **\$143,911**

### Funding Sources

IDOT-PL + Section 5305(d)	\$99,128.80
State Metro Grants	\$24,782.20
Connect Transit Service Agreement	\$20,000.00
<b>Total Funding</b>	<b>\$143,911</b>

## Work Element 500—Data, Technology, and Smart Cities

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

### Accomplishments during FY 2019

- Established performance metrics, baselines and targets, as appropriate, in the recently adopted long-range plans
- Created templates on the new MCRPC website, currently underway, to track and measure progress of the plans easily.
- Launched BN Vitals economic dashboard with over 220 metrics. Extensive work and updates done daily.
- Applied for a grant that would allow for installing inductive loops and sensors that will facilitate bicycle and pedestrian counts in the twin cities

### Planned activities during FY 2020

**Task 501—Research and outreach:** Every aspect of the community is being effected by technology. MCRPC is committed to bringing the research and education on open data, smart cities and technology to a variety of stakeholders in McLean County.

**Task 502—Innovative projects:** There is a great deal of innovation (or disruption ) happening in civic space. Transportation and land use are very much impacted by it. MCRPC is ready to embark on opportunities for innovation. Given the fast pace of technology advancements and the inherent disruptive nature, testing ideas gives the flexibility needed to test ideas out. MCRPC will work with local government partners in the designated areas to test ideas that will help showcase progress, minimize risk, and eventually scale up.

**Task 503—Data:** Deploy a series of tools and technologies to gather and present data in an accessible and easy to comprehend format. This could include metrics on economic development, housing, transportation, environment, land use, health, education and more.

**Task 504—Spatial analysis and Maps:** Gather and distribute spatial data; Much of the spatial information gathered during the comprehensive planning phases for Bloomington and Normal was done independently for each municipality. These maps and spatial information will be of greater regional benefit when presented together.

### Work products

Regional Open Data Task Force; Pilot Projects; Data Dashboards; Spatial Data and Maps.

## DATA, TECHNOLOGY, AND SMART CITIES

### Non-Salary Expenses

Advertising/Legal Notices	\$0
Books/Videos/Publications	\$0
Copy Machine Expense	\$0
Contract Services and Sub Awards	\$15,000
Consultants	\$0
Dues and Memberships	\$0
Food	\$0
Letterhead and Printed Forms	\$2,000
Non-Contract Services	\$7,000
Operating & Office Supplies	\$0
Other Equipment	\$0
Postage	\$0
Purchase of Computers & related equipment	\$0
Schooling & Conferences (incl parking)	\$0
Software License Agreement	\$9,000
Travel Expense (not associated with training)	\$0
Telephone Expenses	\$0
<b>TOTAL MINUS FRINGE</b>	<b>\$33,000</b>

### Salaries

Staff Position	Time (Hours)	Dollar Total
Executive Director	600	\$46,947
Senior Planner—Transportation	0	\$0
Associate Planner—Comp	200	\$6,781
Associate Planner—Trans	200	\$7,042
Community Planner 1	1,600	\$59,119
Community Planner 2	0	\$0
Office Manager	0	\$0
Part-Time professional	650	\$11,226
<b>TOTAL</b>	<b>3,250</b>	<b>\$131,115</b>

**TOTAL PROJECT COSTS \$164,115**

### Funding Sources

IDOT-PL + Section 5305(d)	\$120,772
State Metro Planning Funds	\$30,193
Regional Service Agreement	\$13,150
<b>Total Funding</b>	<b>\$164,115</b>

## Work Element 600—Education and Outreach

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

### Accomplishments during FY 2019

- Increased awareness of MCRPC, its role, purpose, and programs in the community.
- Increased the number of community partnerships with over 150 agencies, organizations and not-for-profit entities.
- MCRPC's 14th annual community information forum and technical talk featuring the keynote speaker Carla Bailo, President and CEO of the Center for Automotive Research in Ann Arbor, Michigan - focus on autonomous vehicles.
- Launched new user friendly MCRPC website.
- Published VISIONS and Greenways newsletter.

### Planned activities during FY 2020

**Task 601—Website and social media:** Make MCRPC website the one stop shop for all things planning and community development.

**Task 602—Outreach efforts:** Educational and outreach activities aligned with identified priorities; providing forums for public, private and not-for profits to come together to discuss common growth and development aspects; bringing subject matter experts to the community; presentations within the community on growth and development activities; presentations at state and national conferences about community accomplishments.

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

### Work products

MCRPC website updates; Two Visions newsletters; 2020 Information Forum.

## EDUCATION AND OUTREACH AND PROFESSIONAL DEVELOPMENT BUDGET

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

<b>Salaries</b>		
<b>Staff Position</b>	<b>Time (Hours)</b>	<b>Dollar Total</b>
Executive Director	100	\$7,824
Senior Planner—Transportation	0	\$0
Associate Planner—Comp	250	\$8,476
Associate Planner—Trans	100	\$3,521
Community Planner 1	0	\$0
Community Planner 2	0	\$0
Office Manager	500	\$14,282
Part-Time professional	0	\$0
<b>TOTAL</b>	<b>950</b>	<b>\$34,103</b>

<b>TOTAL PROJECT COSTS</b>	<b>\$44,603</b>
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<b>Funding Sources</b>	
IDOT-PL + Section 5305(d)	\$19,682
State Metro Planning Funds	\$4,921
Regional Service Agreement	\$20,000
<b>Total Funding</b>	<b>\$44,603</b>

## Work Element 700—Human Service Transportation Plan (HSTP)

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

### Accomplishments during FY 2019

- Confirmed reorganization of technical and policy committees into joint committee
- Assisted in submission of successful vehicle purchase grant requests by SHOW BUS of Chenoa, McLean County and Futures Unlimited of Pontiac, Livingston County
- Developed inventory of data resources need for plan update.
- Launched new HSTP webpage with the new MCRPC website.

### Planned activities during FY 2020

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

**Task 702—HST Plan Updates and monitoring progress:** Amend text and maps to integrate the urban HST plans and activities within McLean and Kankakee counties with the Region 6 Plan. Work towards its implementation and monitor its progress.

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

**Task 704—Rural Transit Pilot Project:** Using McLean County as a pilot, create a detailed action plan to improve rural transportation access.

### Work products

Consolidated Rural/Urban HST Plan; McLean County (pilot) HST Action Strategy; HSTP page on the new MCRPC website; HSTP Dashboard;

## HSTP BUDGET

### Non-Salary Expenses

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

### Salaries

Staff Position	Time (Hours)	Dollar Total
Executive Director	50	\$3,912
Senior Planner—Transportation	500	\$24,668
Associate Planner—Comp	200	\$6,781
Associate Planner—Trans	600	\$21,126
Community Planner 1	0	\$0
Community Planner 2	0	\$0
Office Manager	100	\$2,856
Part-Time professional	0	\$0
<b>TOTAL</b>	<b>1,450</b>	<b>\$59,343</b>

<b>TOTAL PROJECT COSTS</b>	<b>\$73,443</b>
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### Funding Sources

Illinois Department of Transportation (Service Agreement)	\$73,443
<b>Total Funding</b>	<b>\$73,443</b>

## Work Element 800—Rural Planning

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

### Accomplishments during FY 2019

- Applied for and received grant for Rural Planning purposes.
- Created Rural Planning Data Dashboard.

### Planned activities during FY 2020

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

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

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

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

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

**Task 806—Rural Education and Outreach:** Maintain a rural planning web page on MCRPC's website in a format that brings all information regarding rural planning to one spot. Create and distribute newsletters focused on community aspects of the day in Rural McLean County. Regular in-person outreach to establish rural community networks, identify gaps and needs, and educate rural communities on available resources through MCRPC.

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

### Work products

Establishing a McLean County Rural Advisory Committee, preparation of agendas, notices, minutes and memorandums; Preparation of regular financial and progress reports; Creation of a Rural Community data dashboard with variety of spatial and tabular data; Interactive rural planning toolkit; At least one VISIONS newsletter dedicated to McLean County Rural Community issues.

## RURAL PLANNING BUDGET

### Non-Salary Expenses

Advertising/Legal Notices	\$0
Books/Videos/Publications	\$0
Copy Machine Expense	\$0
Contract Services and Sub Awards	\$5,000
Consultants	\$0
Dues and Memberships	\$0
Food	\$0
Letterhead and Printed Forms	\$1,000
Non-Contract Services	\$1,000
Operating & Office Supplies	\$0
Other Equipment	\$0
Postage	\$2,061
Purchase of Computers & related equipment	\$0
Schooling & Conferences (incl parking)	\$1,500
Software License Agreement	\$0
Travel Expense (not associated with training)	\$1,500
Telephone Expenses	\$0
<b>TOTAL MINUS FRINGE</b>	<b>\$12,061</b>

### Salaries

Staff Position	Time (Hours)	Dollar Total
Executive Director	50	\$3,912
Senior Planner—Transportation	0	\$0
Associate Planner—Comp	250	\$8,476
Associate Planner—Trans	0	\$0
Community Planner 1	100	\$3,695
Community Planner 2	0	\$0
Office Manager	100	\$2,856
Part-Time professional	500	\$9,000
<b>TOTAL</b>	<b>1,000</b>	<b>\$27,939</b>

<b>TOTAL PROJECT COSTS</b>	<b>\$40,000</b>
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### Funding Sources

Rural Planning Grants	\$40,000
<b>Total Funding</b>	<b>\$40,000</b>

## **FY 2019 Carryover**

MCRPC anticipates carrying over \$65,000 in federal funds from FY 2019 to FY 2020. This amount is in addition to \$366,426 of FHWA PL and FTA funds identified in Chart 2.1 on page 21. The carry over funds will be used for part-time staff , contract services, software and license agreement under the Comprehensive Planning, Education and Outreach, and Data Gathering, Technology and Smart Cities category.

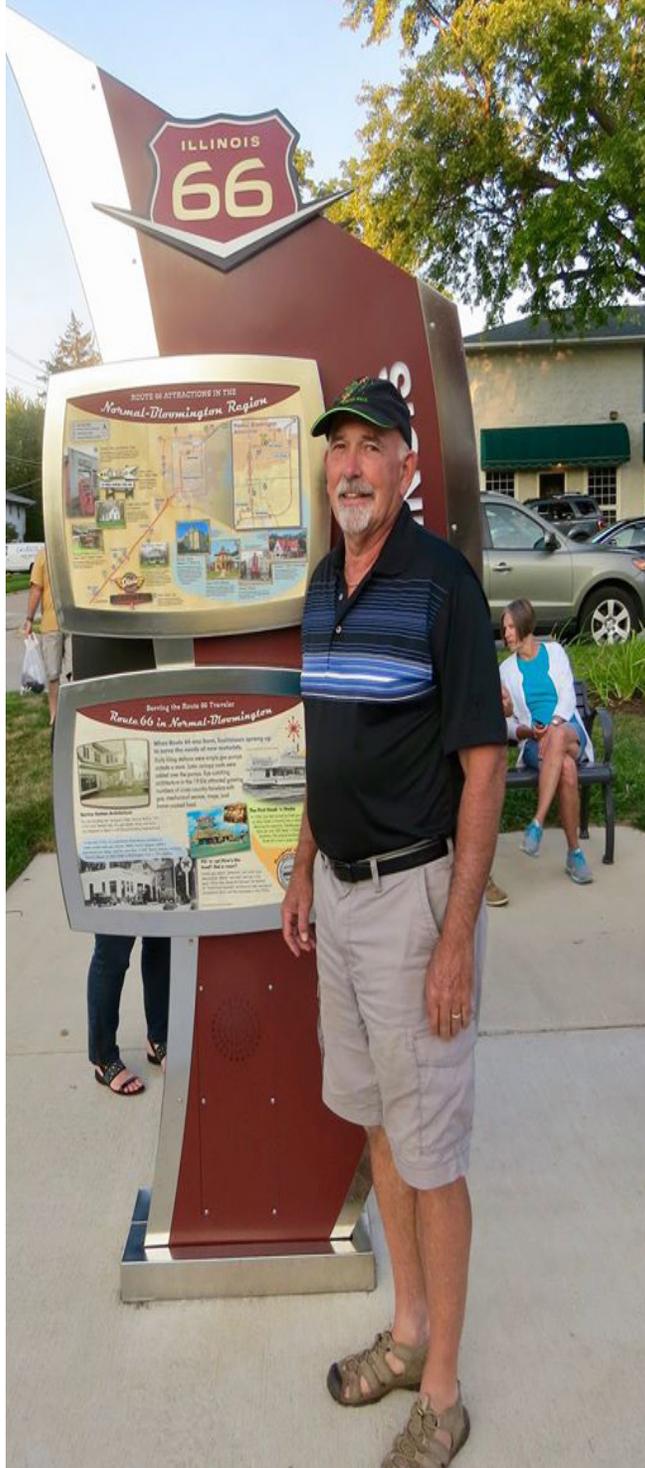
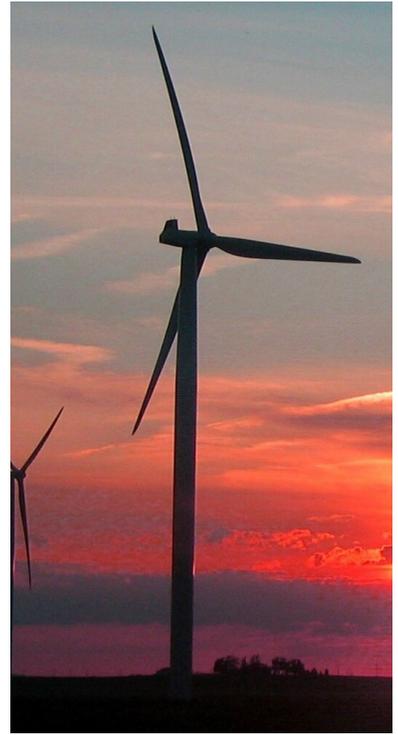


## **APPENDIX A**

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### **FY 2019 Indirect Cost Allocation Plan (ICAP)**

The indirect cost allocation plan (ICAP) presents the indirect cost rate and supporting financial information.



115 E. Washington Street, #M103  
Bloomington, Illinois 61701  
(309) 828-4331  
www.mcplan.org



CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: June 24, 2019

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration and action to approve a Professional Services Agreement with Clark Dietz, Inc., and the corresponding Motor Fuel Tax (MFT) Resolution for Improvement Under the Illinois Highway Code to allocate State MFT funds, for construction assistance related to the intersection improvements at GE Road and Keaton Place/Auto Row Drive, in the amount of \$49,969.99, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Agreement and Resolution be approved.

STRATEGIC PLAN LINK: Goal 2. Upgrade the City Infrastructure and Facilities.

STRATEGIC PLAN SIGNIFICANCE: Objective 2a. Better quality roads and sidewalks.

BACKGROUND: Public Works is recommending the approval of a Professional Services Agreement with Clark Dietz, Inc., and a corresponding MFT Resolution authorizing MFT funds, for construction assistance for intersection improvements at GE Road and Keaton Place/Auto Row Drive. Clark Dietz will assist in coordinating utility relocations, bidding the project, paperwork documenting construction, and general construction inspection.

Staff previously selected Clark Dietz, Inc., to perform design administration services on this project through the previous Multi-year A&E selection process. This allowed staff to dedicate time to other projects while completing this project through a Professional Services Agreement. Staff again selected Clark Dietz to provide construction assistance based on the City's updated Multi-year A&E selection through Resolution 2019-34 as the most qualified to perform the work. Clark Dietz, Inc. has prior experience working on this project and their staff will be able to continue their work.

GE Road is a four-lane, urban arterial that serves over 18,000 vehicles per day. The intersection at Keaton Place/Auto Row Drive is located just over 400 feet east of Veterans Parkway and services a car dealership, retail shops, and popular restaurants. The existing traffic control at this location is a two-way stop, with Keaton Place/Auto Row Drive stopping for GE Road. The northbound left turn from Keaton onto G.E. accounts for 72% of the traffic exiting Keaton. The turn is difficult, especially at peak traffic times.



#### Proposed GE & Keaton Intersection Improvement

Knight A.E. (the design consultant), performed a detailed traffic study for this intersection. A four-way stop is not a viable option at this location due to the high east-west volume on GE Road and the subject intersections proximity to Veterans Parkway. The proposed plan for the GE Road and Keaton Place/Auto Row Drive Intersection includes installing traffic signals, installing a dual northbound left turn lane, and increasing the corner radii on all four quadrants to accommodate large delivery vehicles that support nearby businesses.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Funds for this project are budgeted at \$1,300,000 and included in the FY 2020 Budget. If approved a budget transfer in the amount of \$29,969.99 will be processed to move these funds from the Motor Fuel tax-Street Construction account (20300300-72530) to the Motor Fuel Tax-Architectural & Engineering for Capital account (20300300-70051). The total of \$49,969.99 will be paid from the latter. Stakeholders can locate this in the FY 2020 Proposed Budget Book titled "Other Funds & Capital Improvements" on pages 8, 165, 170, 171, and 172.

COMMUNITY DEVELOPMENT IMPACT: Goal TAQ-1. A safe and efficient network of streets, bicycle-pedestrian facilities and other infrastructure to serve users in any surface transportation mode, Objective TAQ-1.1. Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system.

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

Respectfully submitted for Council consideration.

Prepared By: Luke Thoele, P.E. Assistant City Engineer  
Michael Hill, Management Analyst

Reviewed By: Robert Yehl, P.E., Asst. Director of Public Works

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager  
Scott Rathbun, Finance Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read 'T. Gleason', with a stylized flourish at the end.

Tim Gleason  
City Manager

**Attachments:**

- PW 1B Agreement Construction Services GE Keaton
- PW 1C Resolution Construction Services GE Keaton

Municipality City of Bloomington	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>  <b>Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds</b>	<b>C O N S U L T A N T</b>	Name Clark Dietz, Inc.
Township				Address 125 West Church Street
County McLean				City Champaign
Section 13-00351-00-TL				State Illinois

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above PROJECT. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

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

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

#### Section Description

Name GE Road & Keaton Place      Route n/a      Length n/a miles      Structure No. n/a

Termini Intersection Improvement

**Description**

Installation of traffic signals and related intersection improvements.

#### Agreement Provisions

**The Engineer Agrees,**

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with proposed improvement herein before described, and checked below:
  - a.  Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
  - b.  Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the proposed detailed bridge plans.
  - c.  Make or cause to be made such soil surveys or subsurface investigations including borings and soil profile analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Investigations are to be made in accordance with the current requirements of the DEPARTMENT.
  - d.  Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.

- e.  Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.
- f.  Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culv and high water effects on roadway overflows and bridge approaches.

**NOTE** Four copies to be submitted to the Regional Engineer

- g.  Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
- h.  Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- i.  Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.
- j.  Furnish or cause to be furnished:
  - (1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
  - (2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.
  - (3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
  - (4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
  - (5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.
- k.  Furnish or cause to be furnished
  - (1) A resident construction supervisor, inspectors, and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
    - a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
    - b. Establishment and setting of lines and grades.
    - c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
    - d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
    - e. Revision of contract drawings to reflect as built conditions.
    - f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.
- l.  See Attachment A.

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

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

**The LA Agrees,**

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
  - a.  A sum of money equal to \_\_\_\_\_ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
  - b.  A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

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

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

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

Grade Classification of Employee	Hourly Rate
Principal Engineer	<u>Per attachd</u>
Resident Construction Supervisor	<u>CECS</u>
Chief of Party	_____
Instrument Man	_____
Rodmen	_____
Inspectors	_____
_____	_____
_____	_____
_____	_____
_____	_____

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until 4/30/20. In event the services of the ENGINEER extend beyond 4/30/20, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

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

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

4. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus 179.9 percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 179.9 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.
6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.

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

---

**It is Mutually Agreed,**

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
  2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
  3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under the AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
  4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.
- 
-

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

Executed by the LA:

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

ATTEST:

State of Illinois, acting by and through its

By \_\_\_\_\_

City Council ,

Clerk

By \_\_\_\_\_

(Seal)

Title:

Executed by the ENGINEER:

Clark Dietz

ATTEST:

By  \_\_\_\_\_

Title: Executive Vice President

Sean M. Widener \_\_\_\_\_

Title: Vice President

<b>Approved</b>
_____
Date
Department of Transportation
_____
Regional Engineer

# Attachment A

## Scope of Services for Construction Assistance

Clark Dietz will provide general project administration and construction engineering services for the GE Road and Keaton Place Intersection Improvements, designed and constructed by others. Clark Dietz will:

- 1) Bidding Assistance
- 2) Construction Assistance
  - Coordinate utility relocations – including Ameren, Nicor, Country Companies, and CCG
  - attend preconstruction meeting
  - setup project construction documentation
  - review all contractor shop drawings and coordinate their review by the designer and IDOT
  - assist the staff in performing construction observation
  - assist the staff in assembling the proper Motor Fuel Tax documentation of quantities & materials
  - assist the staff in preparing progress payments.
  - assist with project closeout paperwork
- 3) Monthly Coordination and Project Administration

# Attachment B

## Cost Estimate of Consultant Services

**PAYROLL ESCALATION TABLE  
FIXED RAISES**

FIRM NAME Clark Dietz, Inc.  
PRIME/SUPPLEMENT Prime

DATE 06/10/19  
PTB NO. \_\_\_\_\_

CONTRACT TERM 5 MONTHS  
START DATE 6/1/2019  
RAISE DATE 1/1/2020

OVERHEAD RATE 179.90%  
COMPLEXITY FACTOR 0  
% OF RAISE 3.00%

**ESCALATION PER YEAR**

6/1/2019 - 10/31/2019

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

$\frac{5}{5}$

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

= 100.00%  
= 1.0000

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

0.00%

# PAYROLL RATES

FIRM NAME Clark Dietz, Inc. DATE 06/10/19  
PRIME/SUPPLEMENT Prime  
PSB NO. \_\_\_\_\_

ESCALATION FACTOR 0.00%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Principal/Project Director	\$70.00	\$70.00
Sr. Project Manager	\$67.38	\$67.38
Project Mngr. / Sr. Engr.	\$58.41	\$58.41
Project Mngr. / Proj. Engr.	\$49.82	\$49.82
Project Engineer	\$42.65	\$42.65
Engineer	\$36.66	\$36.66

# Subconsultants

FIRM NAME Clark Dietz, Inc.  
PRIME/SUPPLEMENT Prime  
PSB NO. \_\_\_\_\_

DATE 06/10/19

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

0.00  
0.00  
0.00  
0.00  
0.00  
0.00  
0.00  
0.00  
0.00

**Total** 0.00 0.00







**COMPANY NAME:** \_\_\_\_\_  
**PTB NUMBER:** \_\_\_\_\_  
**TODAY'S DATE:** \_\_\_\_\_

ITEM	ALLOWABLE	UTILIZE W.O. ONLY	QUANTITY J.S. ONLY	CONTRACT RATE	TOTAL
------	-----------	----------------------	-----------------------	------------------	-------

J.S. = Job Specific





CONSENT AGENDA ITEM NO. 7G

**FOR COUNCIL:** June 24, 2019

**SPONSORING DEPARTMENT:** Community Development

**SUBJECT:** Consideration and action on a Resolution Approving Acceptance of the Illinois Historic Preservation Grants in Aid Certified Local Government (CLG) Grant in the Amount of up to \$30,000.00 to carry out an Update to Bloomington's Historic Preservation Plan 2004, as requested by the Community Development Department.

**RECOMMENDED MOTION:** The proposed Resolution be approved.

**STRATEGIC PLAN LINK:** Goals 1. Financially Sound City Providing Quality Basic Services; 4. Strong Neighborhoods; 5. Great Place—Livable, Sustainable City; and 6. Prosperous Downtown Bloomington.

**STRATEGIC PLAN SIGNIFICANCE:** Objectives 1d. City services delivered in the most cost-effective, efficient manner; 4c. Preservation of property/home valuations; 5a. Well-planned City with necessary services and infrastructure; 5b. City decisions consistent with plans and policies; 5c. Incorporation of "Green Sustainable" concepts into City's development and plans; 5e. More attractive city: commercial areas and neighborhoods; and 6e. Preservation of historic buildings.

**BACKGROUND:** On April 15, 2019 the City's Planning Division submitted an application for a Certified Local Government (CLG) Grant, for up to \$30,000.00, to the Illinois Historic Preservation Agency (IHPA) for a comprehensive update to the Preservation Plan. On June 7, 2019, the City received notice that the Illinois Historic Preservation Agency awarded Bloomington up to \$30,000.00 to cover the costs of hiring a consulting firm to assist with the project. After City Council approves the grant agreement, staff will draft an RFP to acquire a consulting firm that meets IHPA qualifications for this project. The Planning Division expects that the project will take about a year to complete and will include multiple opportunities for community engagement and feedback.

The City's Preservation Plan contains information about Bloomington's historic districts. It boasts the importance of preservation, provides a list of federal, state, and local resources for stakeholders, and recommends strategies for improving the local preservation program. The Plan contains information and references to the following local surveys:

- *An Inventory of Architecture before World War II* (1974) prepared by the Illinois Historic Structures Survey.
- *An Inventory of Historic Landmarks* (1974) prepared by the Illinois Historic Landmarks Survey.
- Franklin Square Historic District (1979)—National Register District and Local District.
- Davis-Jefferson St. Historic District (1984)—Local District.

- Downtown Bloomington Historic District (1985)—National Register District.
- White Place Historic District (1988)—National Register District with some Local District designated sites.
- North Roosevelt Ave. Neighborhood (unknown)—some Local District sites.
- Dimmitt’s Grove Neighborhood Survey (1990).

Although last revised by the Commission in 2004, portions of the plan are now dated or completely obsolete. In reality, it functions as a central location for all documentation related to Bloomington’s preservation program, rather than as a guide for stewarding historic and cultural resources. Since the 2004 update to the Historic Preservation Plan, Bloomington drafted and adopted a number of other plans and studies. The Preservation Plan recommended that Bloomington incorporate historic preservation into its other plans. Consequentially, the following documents incorporate preservation related content; however, the Preservation Plan has not been updated to include their recommendations (listed chronologically):

- *Main Street: A Call for Reinvestment* (prepared 2007). References Bloomington’s Historic Central Business District and transportation methods used prior to the prevalence of vehicles.
- *West Bloomington Neighborhood Revitalization Plan* (adopted by City Council in 2008). References the prevalence of historic structures on the west side of Bloomington and contains recommendations for Historic Preservation as a tool for revitalizing neighborhoods.
- *Regional Greenways Plan* (prepared 2009). Promotes connecting the links between greenways and historic or cultural resources in the region.
- *Downtown Bloomington Strategy* (adopted by City Council in 2013). Recognizes the Historic Preservation Commission, the local S-4 Historic Zoning Overlay district, and local grants as resources for preserving historic assets. Provides recommendations to use Historic Preservation to restore Bloomington’s Historic Downtown and Warehouse District. Encourages continued participation in the Main Street America Program and promotion of Route 66.
- *City of Bloomington Comprehensive Plan 2035* (adopted by City Council in 2015). Identifies Preservation as a priority for Bloomington and incorporates historic preservation into a number of goals and objectives pertaining to housing, neighborhoods, arts and culture, and economic development. Recognizes shortcomings in the existing Preservation Plan and encourages revisions every five years.
- *Brick Street Master Plan* (adopted by City Council in 2017). Prioritizes preservation of Bloomington’s last three miles of Brick Streets. Encourages the identification and preservation of other historic right-of-way features like carriage walks, sandstone and limestone curbs, and historic lighting.
- *Dimmitt’s Grove Neighborhood Plan* (prepared 2016, acknowledged by the Planning Commission 2019). Identifies neighborhood concerns related to the effectiveness and functionality of the existing preservation program. Highlights preservation as a neighborhood priority for the Dimmitt’s Grove neighborhood and encourages preservation of existing homes and neighborhood character.
- *Survey of Commercial and Industrial Historic Resources* (2018). A survey of approximately 100 commercial resources. The survey was funded by a Certified Local Government grant in 2017.

- *Regional Housing Study* (prepared 2018). Encourages preservation of existing affordable housing stock, historic homes, and community character. Recognizes the historic preservation program as a potential community asset.

The National Park's Service and Secretary of the Interior recommend that preservation planning not only include public participation, but also establish historic contexts for the community and develop goals for each context, something absent in Bloomington's plan. Bloomington is requesting grant funding to engage the public, to assess the effectiveness of its preservation policies and program, to establish historic contexts for the City, to align the Preservation Plan with other planning documents, and to create a document that successfully guides Bloomington's preservation efforts for the next decade.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** At the December 12, 2018 public hearing for the comprehensive revision to the zoning ordinance, representatives from the public spoke about the need to revise the Preservation Ordinance, a process requiring extensive outreach and assessment. Due to the outdated nature of the current plan, Planning Staff intend to update the Preservation Plan. The process will include outreach and public engagement opportunities (see attached agreement). The final document will include recommendations for revisions to the Preservation ordinances. Following adoption of the Plan, the City will revisit its preservation ordinances to align with the goals of the Preservation Plan.

**FINANCIAL IMPACT:** Receipt of the IHPA CGL Matching Grant will offset up to \$30,000 (60% of project) in General Fund dollars budgeted in FY 2020 to hire a consultant to complete an update to the 2004 Historic Preservation Plan. Community Development will meet the \$20,000 matching requirement by contributing monetarily to the costs of the consultant (24% cost-share), tracking Community Development staff time (13% in-kind), and Preservation Commissioners' time spent on the project (3% in-kind). Funding for the project will be sourced from the Planning Division-Other Purchased Services account (10015420-70690). Stakeholders can locate this in the FY 2020 Proposed Budget Book titled "Budget Overview & General Fund" on page 209.

**COMMUNITY DEVELOPMENT IMPACT:** Goal N-1. Ensure the compact development of the City through denser, mixed-use developments and reinvestment in the established older neighborhoods, Objective N-1.3. Redevelop the neighborhoods in the Preservation area while carefully protecting their historic nature and character, Action N-1.3a Keep the City's historic preservation plan current through schedule of regular updates and ensure consistency between it and various elements of this comprehensive plan. City may need to hire a dedicated staff person to oversee this process. Goal H-2. Ensure reinvestment in the established older neighborhoods and compact development of the City, Objective H-2.2 Preserve historic homes and structures in the designated Preservation Area; Activity H-2.2a Update the City's historic preservation plan on a regular basis, preferably every five years.

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

Respectfully submitted for Council consideration.

Prepared By: Katie Simpson, City Planner

Reviewed By: Bob Mahrt, Community Development Director

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager  
Scott Rathbun, Finance Director

Community Dev. Review By: Bob Mahrt, Community Development Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason', with a stylized flourish at the end.

Tim Gleason  
City Manager

**Attachments:**

- CD 2B Resolution 2019-26 CLG Matching Grant
- CD 2C Grant Agreement State of IL DNR and City
- CD 2D Historic Preservation Grant Award Letter

RESOLUTION NO. 2019 - 26

A RESOLUTION APPROVING ACCEPTANCE OF THE ILLINOIS HISTORIC PRESERVATION GRANTS IN AID CERTIFIED LOCAL GOVERNMENT (CLG) GRANT IN THE AMOUNT OF UP TO \$30,000.00 TO CARRY OUT AN UPDATE TO BLOOMINGTON'S HISTORIC PRESERVATION PLAN 2004

WHEREAS, the City of Bloomington applied for and was awarded an Illinois Historic Preservation Grants in Aid CLG Grant in the amount of \$30,000.00, which will allow the City to update the City of Bloomington Historic Preservation Plan from 2004; and

WHEREAS, the City Council finds it in the best interest of the City to accept the CLG Grant in the amount of \$30,000.00; and

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

That the Illinois Historic Preservation Grant in aid CLG Grant in the amount of up to \$30,000.00 is hereby accepted and that the Mayor is authorized to execute any necessary documents.

PASSED this 24<sup>th</sup> day of June 2019.

APPROVED this \_\_\_\_ day of June 2019.

CITY OF BLOOMINGTON

ATTEST

\_\_\_\_\_  
Tari Renner, Mayor

\_\_\_\_\_  
Leslie Yocum, City Clerk

GRANT AGREEMENT



BETWEEN
THE STATE OF ILLINOIS, Department of Natural Resources
AND
City of Bloomington

The Department of Natural Resources (Grantor), with its principal office at One Natural Resources Way, Springfield Illinois 62702-1271, and City of Bloomington (Grantee), with its principal office at 115 E. Washington Street, Bloomington, Illinois 61701 and payment address (if different than principal office) at the office at 115 E. Washington Street, Bloomington, Illinois 61701, hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS
RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 060864170 is Grantee's correct DUNS number, that 37-6001563 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

- Individual
Sole Proprietorship
Partnership
Corporation (includes Not For Profit)
Medical Corporation
Governmental Unit
Estate or Trust
Pharmacy-Non Corporate
Pharmacy/Funeral Home/Cemetery Corp.
Tax Exempt
Limited Liability Company (select applicable tax classification)
P = partnership
C = corporation

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

1.2. Amount of Agreement. Grant Funds (check one) shall not exceed or are estimated to be \$ 30,000, of which \$ 30,000 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

**19-FFY20-03CLG McLean County Historic Preservation Plan Design Guidelines**

1.3. **Identification Numbers.** If applicable, the Federal Award Identification Number (FAIN) is \_\_\_\_\_n/a\_\_\_\_\_, the Federal awarding agency is \_\_\_\_\_n/a\_\_\_\_\_, and the Federal Award date is \_\_\_\_\_n/a\_\_\_\_\_. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is \_\_\_\_\_n/a\_\_\_\_\_ and Number is \_\_\_\_\_n/a\_\_\_\_\_. The Catalog of State Financial Assistance (CSFA) Number is 422-50-1655. The State Award Identification Number is grant project number **19-FFY20-03CLG**.

1.4. **Term.** This Agreement shall be effective on the date it is executed by the DNR Director and shall expire two years after the executed date, unless terminated pursuant to this Agreement.

1.5. **Certification.** Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

1.6. **Signatures.** In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**Illinois Department of Natural Resources**

**City of Bloomington**

By: \_\_\_\_\_  
Signature of Director  
By: \_\_\_\_\_  
Signature of Designee  
Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Authorized Representative  
Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Designee

By: \_\_\_\_\_  
Signature of First Other Approver, if Applicable  
Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_

Other Approver

By: \_\_\_\_\_  
Signature of Second Other Approver, if Applicable  
Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_

Second Other Approver

ARTICLE II  
REQUIRED REPRESENTATIONS

2.1. Standing and Authority. Grantee warrants that:

(a) Grantee is duly organized, validly existing and in good standing, if applicable, under the laws of the State in which it was incorporated or organized.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and, if applicable, is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A).

2.5. Compliance with Registration Requirements. Grantee and its sub-grantees shall: (i) be registered with the Federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS number; and (iv) have successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

**ARTICLE III  
DEFINITIONS**

3.1. Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

“2 CFR Part 200” means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

“Agreement” or “Grant Agreement” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Allocable Costs” means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Award” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Budget” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“CFDA” or “Catalog of Federal Domestic Assistance” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Close-out Report” means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Consolidated Year-End Financial Report” means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

“Cost Allocation Plan” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“CSFA” or “Catalog of State Financial Assistance” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Disallowed Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“DUNS Number” means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee’s organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

**19-FFY20-03CLG McLean County Historic Preservation Plan Design Guidelines**

“FAIN” means the Federal Award Identification Number.

“FFATA” or “Federal Funding Accountability and Transparency Act” has the same meaning as in 31 USC 6101; P.L. 110-252.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Fixed-Rate” has the same meaning as in 44 Ill. Admin. Code Part 7000. “Fixed-Rate” is in contrast to fee-for-service, 44 Ill. Admin. Code Part 7000.

“GAAP” or “Generally Accepted Accounting Principles” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Grant Funds” means the Financial Assistance made available to Grantee through this Agreement.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Net Revenue” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Net Revenue” is synonymous with “Profit.”

“Nonprofit Organization” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Notice of Award” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“OMB” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Profit” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Profit” is synonymous with “Net Revenue.”

“Program” means the services to be provided pursuant to this Agreement.

“Program Costs” means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

“Program Income” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Related Parties” has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

“SAM” means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

“State” means the State of Illinois.

“Term” has the meaning set forth in Paragraph 1.4.

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

#### ARTICLE IV PAYMENT

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. See 2 CFR 200.343(d); 2 CFR 200.305(b)(9); 30 ILCS 705/5.

4.3. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable Federal laws or regulations. See 2 CFR 200.305; 44 Ill. Admin. Code Part 7000.

4.4. Payments to Third Parties. Grantee agrees to hold harmless Grantor when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith if it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.5. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8).

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Illinois Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; *See also* 30 ILCS 705/10.

4.7. Timely Billing Required. Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART TWO**, **PART THREE** or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.8. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee must contain the following certification by an official authorized to legally bind the Grantee:

By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

**ARTICLE V**  
**SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT**

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2. Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that

require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in Exhibit G. Grantee shall adhere to the specific conditions listed therein.

**ARTICLE VI  
BUDGET**

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-Federal as well as the Federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein as an attachment.

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

6.3. Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. Non-discretionary Line Item Transfers. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

**ARTICLE VII  
ALLOWABLE COSTS**

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2. Indirect Cost Rate Submission.

(a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations, in a format prescribed by Grantor. For Grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For Grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

- (i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for State and local governments,
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to Part 200 governs State/Local Governmentwide Central Service Cost Allocation Plans.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant Federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the Federal government and a copy of the cost policy statement used to negotiate that rate. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.

7.4. Higher Education Cost Principles. The Federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Nonprofit Organizations Cost Principles. The Federal cost principles that apply to Nonprofit Organizations that are not institutions of higher education are set forth in 2 CFR Part 200 Subpart E, unless exempt under 2 CFR 200 Appendix VIII.

7.6. Government Cost Principles. The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.7. Commercial Organization Cost Principles. The Federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.8. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but

must be under accounting control, possibly through the use of a memorandum ledger. See 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.7).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO**, **PART THREE** or **Exhibit G** of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.9. **Federal Requirements.** All Awards, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.8.

7.10. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.11. **Management of Program Income.** Grantee is encouraged to earn income to defray program

costs where appropriate, subject to 2 CFR 200.307.

**ARTICLE VIII  
REQUIRED CERTIFICATIONS**

8.1. **Certifications.** Grantee, its officers, and directors shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.*) or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and

provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency 2 CFR 200.205(a), or by the State (*See* 30 ILCS 708/25(6)(G)).

(l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any officer, director, partner or other managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

#### ARTICLE IX CRIMINAL DISCLOSURE

9.1. Mandatory Criminal Disclosures. Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Financial Assistance, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

#### ARTICLE X UNLAWFUL DISCRIMINATION

10.1. Compliance with Nondiscrimination Laws. Grantee, its employees and subcontractors under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);

(c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);

(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and

(f) The Age Discrimination Act (42 USC 6101 *et seq.*).

#### ARTICLE XI LOBBYING

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on

behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**ARTICLE XII  
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General,

the Grantor's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

### **ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS**

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 207(b)(3) and 200.327.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3. Consolidated Year-End Financial Reports.

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by **PART TWO** or **PART THREE**.

(b) Grantees shall submit Consolidated Year-End Financial Reports, according to the required audit (see ARTICLE XV), namely:

(i) For Grantees required to conduct a single audit (or program-specific audit),

within the earlier of (a) 9 months after the Grantee's fiscal year ending on or after June 30, or (b) 30 calendar days following completion of the audit; or

(ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the Grantee's fiscal year ending on or after June 30.

These deadlines may be extended at the discretion of the Grantor, but only for rare and unusual circumstances such as a natural disaster.

(c) The Consolidated Year-End Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Consolidated Year-End Financial Report must cover the same period as the Grantee's tax return.

(d) Consolidated Year-End Financial Reports must include an in relation to opinion from the report issuer on the financial statements included in the Consolidated Year-End Financial Report.

(e) Consolidated Year-End Financial Reports shall follow a format prescribed by Grantor.

13.4. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply.

#### ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO** or **PART THREE**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit based review of the application. In such cases, Grantor shall notify Grantee of same in **Exhibit G**. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343.

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a

computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

14.4. **Performance Standards.** Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit F**. See 2 CFR 200.301 and 200.210.

#### ARTICLE XV AUDIT REQUIREMENTS

15.1. **Audits.** Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c).

15.2. **Entities That Are Not "For-Profit".**

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) **Single and Program-Specific Audits.** If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit and reporting package (including data collection form and management letters) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit). The audit (and package) must be submitted to Grantor within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$300,000 or more in Federal and State Awards, singularly or in any combination, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit G** based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$300,000 in Federal and State Awards, but the total revenue it receives is in excess of \$300,000, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) Grantee must submit its financial statement audit report(s) and any management letters issued by the auditor within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 days after the end of the Grantee's audit period.

15.3. **"For-Profit" Entities.**

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards) and State Awards, singularly or in any combination, Grantee is required to have a program-specific audit conducted in accordance with 2 CFR 200.507. The audit and reporting package (including data collection form and management letters) must be submitted to Grantor within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards and State Awards combined, Grantee must follow all of the audit requirements in Paragraphs 15.2(c)(i)-(iii), above.

15.4. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.5. Report Timing. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for late reporting.

**ARTICLE XVI  
TERMINATION; SUSPENSION; NON-COMPLIANCE**

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach

within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. Non-compliance. If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System.

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341.

16.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination;  
and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

**ARTICLE XVII  
SUBCONTRACTS/SUB-GRANTS**

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement.

**ARTICLE XVIII  
NOTICE OF CHANGE**

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, Federal employer identification number (FEIN), DUNS number, SAM registration status, Related Parties, senior management or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

**ARTICLE XIX  
STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP**

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure or management makeup (for example, a merger or a corporate restructuring), and will provide any and all reasonable documentation necessary for Grantor to review

the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its board membership. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

**ARTICLE XX  
AGREEMENTS WITH OTHER STATE AGENCIES**

20.1. Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

**ARTICLE XXI  
CONFLICT OF INTEREST**

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person: (1) currently holding an elective office in this State including, but not limited to, a seat in the General Assembly, or (2) employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13).

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

**ARTICLE XXII  
EQUIPMENT OR PROPERTY**

22.1. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole or in part with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and

Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal and State statutes and executive orders.

**ARTICLE XXIII  
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase “Funding provided in whole or in part by the [Grantor].” Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

**ARTICLE XXIV  
INSURANCE**

24.1. Purchase and Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

24.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

**ARTICLE XXV  
LAWSUITS AND INDEMNIFICATION**

25.1. Independent Contractor. Grantee is an independent contractor under this Agreement and neither Grantee nor any employee or agent of Grantee is an employee of Grantor and do not acquire any employment rights with Grantor or the State of Illinois by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any

such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Indemnification. To the extent permitted by law, Grantee agrees to hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor will be governed by the State Employee Indemnification Act (5 ILCS 350/1 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

#### ARTICLE XXVI MISCELLANEOUS

26.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. **Exhibits A through G, PART TWO, PART THREE**, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of Grantor to assert any right or remedy hereunder will act as a waiver of right to assert such right or remedy at a later time or constitute a course of business upon which Grantee may rely for the purpose of denial of such a right or remedy to Grantor.

26.8. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable State and Federal statutes, Federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11. Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12. Precedence. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

26.13. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

26.14. Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.15. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.17. Attorney Fees and Costs. If Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

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EXHIBIT A

**Updating Bloomington's Historic Preservation Plan**

**Background:**

Bloomington, IL began to focus on Historic Preservation in the mid 1970's, and the city created its own preservation program in 1983. Years before, Bloomington observed the destruction and demolition of a number of resources. Like other communities at that time, Bloomington's 1960 Comprehensive Plan focused on the proliferation of the automobile, encouraged suburban style development, and promoted urban renewal. Many of the comprehensive plan's recommendations became manifestations, including the creation of a four-lane highway that bypasses Bloomington's historic downtown, abandoning portions of the iconic Route 66, and building large groupings of public housing. Using federal dollars, the City razed historic homes, razed prominent retail and office buildings, and razed culturally significant municipal buildings to make way for new development. Additionally, Bloomington overlaid approximately 41 miles of brick streets with asphalt and concrete<sup>1</sup>. The community lost a significant number of historically, culturally and architecturally significant resources. As explained in Bloomington's Historic Preservation Plan<sup>2</sup>, "it is the finality of the loss that will eventually force an understanding of the strengths and meanings contributed by these structures to the overall quality of the town fabric" (15). Four years after establishing the preservation program, Bloomington adopted its preservation plan. The city's Preservation Plan contains information about Bloomington's historic districts. It boasts the importance of preservation, provides a list of federal, state, and local resources for stakeholders, and recommends strategies for improving the local preservation program. The Plan contains information and references to the following local surveys<sup>3</sup>:

- *An Inventory of Architecture before World War II* (1974) prepared by the Illinois Historic Structures Survey.
- *An Inventory of Historic Landmarks* (1974) prepared by the Illinois Historic Landmarks Survey.
- Franklin Square Historic District (1979)—National Register District and Local District.
- Davis-Jefferson St. Historic District (1984)—Local District.
- Downtown Bloomington Historic District (1985)—National Register District.
- White Place Historic District (1988)—National Register District with some Local District designated sites.
- North Roosevelt Ave. Neighborhood (unknown)—some Local District sites.
- Dimmitt's Grove Neighborhood Survey (1990).

Although last revised by the Commission in 2004, portions of the plan are now dated or completely obsolete. In reality, it functions as a central location for all documentation related to Bloomington's preservation program, rather than as a guide for stewarding historic and cultural resources. Since the 2004 update to the Historic Preservation Plan, Bloomington drafted and adopted a number of other plans and studies. The Preservation Plan recommended that Bloomington incorporate historic preservation into its other plans. Consequentially, the following documents incorporate preservation related content, however the Preservation Plan has not been updated to include their recommendations (listed chronologically):

- *Main Street: A call for reinvestment*<sup>4</sup> (prepared 2007). References Bloomington's Historic Central Business District and transportation methods used prior to the prevalence of vehicles.

- *West Bloomington Neighborhood Revitalization Plans*<sup>5</sup> (adopted by City Council in 2008). References the prevalence of historic structures on the west side of Bloomington and contains recommendations for Historic Preservation as a tool for revitalizing neighborhoods.
- *Regional Greenways Plan*<sup>6</sup> (prepared 2009). Promotes connecting the links between greenways and historic or cultural resources in the region.
- *Downtown Bloomington Strategy*<sup>7</sup> (adopted by City Council in 2013). Recognizes the Historic Preservation Commission, the local S-4 Historic Zoning Overlay district, and local grants as resources for preserving historic assets. Provides recommendations to use Historic Preservation to restore Bloomington's Historic Downtown and Warehouse District. Encourages continued participation in the Main Street America Program and promotion of Route 66.
- *City of Bloomington Comprehensive Plan 2035*<sup>8</sup> (adopted by City Council in 2015). Identifies Preservation as a priority for Bloomington and incorporates historic preservation into a number of goals and objectives pertaining to housing, neighborhoods, arts and culture, and economic development. Recognizes shortcomings in the existing Preservation Plan and encourages revisions every five years.
- *Brick Street Master Plan*<sup>9</sup> (adopted by City Council in 2017). Prioritizes preservation of Bloomington's last three miles of Brick Streets. Encourages the identification and preservation of other historic right-of-way features like carriage walks, sandstone and limestone curbs, and historic lighting.
- *Dimmitt's Grove Neighborhood Plan*<sup>10</sup> (prepared 2016, acknowledged by the Planning Commission 2019). Identifies neighborhood concerns related to the effectiveness and functionality of the existing preservation program. Highlights preservation as a neighborhood priority for the Dimmitt's Grove neighborhood and encourages preservation of existing homes and neighborhood character.
- *Survey of Commercial and Industrial Historic Resources*<sup>11</sup> (2018). A survey of approximately 100 commercial resources. The survey was funded by a Certified Local Government grant in 2017.

□ *Regional Housing Study*<sup>12</sup> (prepared 2018). Encourages preservation of existing affordable housing stock, historic homes, and community character. Recognizes the historic preservation program as a potential community asset.

<sup>12</sup>

The National Park's Service and Secretary of the Interior, recommend that preservation planning, not only, include public participation but also establish historic contexts for the community and develop goals for each context, something absent in Bloomington's plan. Bloomington is requesting grant funding to engage the public, to assess the effectiveness of its preservation policies and program, to establish historic contexts for the City, to align the Preservation Plan with other planning documents, and to create a document that successfully guides Bloomington's preservation efforts for the next decade.

**Scope of work:** Bloomington seeks funding assistance to hire a qualified historic preservation consultant to complete a comprehensive update to the Bloomington Historic Preservation Plan, last revised in 2004. The project's scope of work is as follows:

- Engage stakeholders, including the general public and Historic Preservation Commission, to assess the existing preservation program and to formulate a community vision for Bloomington's preservation program and future preservation priorities.
- Identify historic context(s) for the city.
- Identify goals and priorities for each context related to identification, evaluation, registration and treatment of historic properties.

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- Prioritize goals and objectives to produce a comprehensive and consistent set of goals for the historic contexts in the geographic area.
- Establish a time frame for achieving the goals and objectives, and provide recommendations for implementation.
- Provide list of relevant and up-to-date preservation programs and resources that can be used by stakeholders.
- Ensure that the Preservation Plan aligns with other local and regional plans.
- Provide policy recommendations, including potential zoning recommendations.
- Update, as needed, outdated surveys.<sup>13</sup>

**Timeline:**

The comprehensive update to the Preservation Plan is expected to take 12 to 16 months, with the possibility of additional time needed to update any obsolete survey information.

Week 1	Prepare, publish, and distribute RFP for consulting firm.
Week 6	Review submitted proposals and conduct interviews (if necessary).
Week 10-15	Begin project with consultant; rand research existing plans and relevant documentation, ordinances, and resources.
Week 16-18	Kick-off meeting with Historic Preservation Commission explaining the project schedule and process. Identify, with the Historic Preservation Commission, a steering committee and stakeholders. Define project goals and objectives.
Week 19	Hold steering committee meeting
Week 20-25	Hold at least 2 public meetings including a visioning session. Additional outreach strategies may be employed such as stakeholder surveys or neighborhood focus groups.
Week 26-35	Develop preliminary goals and objectives. Begin to formulate potential historic contexts and create a draft of the plan. Preservation Commission and staff will make a presentation to Planning Commission.
Week 36-39	Present draft plan to Preservation Commission. Solicit public feedback on the draft plan.
Week 40-42	Revise draft version of the plan. Draft implementation strategy.
Week 43-48	Present plan and implementation strategy to staff, steering committee, and Historic Preservation Commission (with potential to include Planning Commission).
Week 49-51	Incorporate final revisions to the draft document. Present final document to the Historic Preservation Commission and City Council.

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**Budget:**

<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Cost/Quantity</b>	<b>Source</b>
Consultant	Update to Historic Preservation Plan	1 (200 hrs @ \$150/hr)	\$30,000.00	CLG Grant (cost share 60%)
Consultant	Update to Historic Preservation Plan*	1 (80 hrs @ \$150/hr)	\$12,000.00	Bloomington (cost share 24%)
Commission time	Preservation Commissioner time	140 hrs @ \$10/hr (7 commissioners with 20 hrs each)	\$1,400.00	In-kind contribution; Historic Preservation Commission (3%)
Staff time	Staff assistance, reporting, etc.	188 hrs @ \$35/hr (approximately 2 staff members)	\$6,600.00	In-kind contribution (13%)
<b>Total</b>			<b>\$50,000.00</b>	
*includes cost of materials for public outreach				

EXHIBIT B

DELIVERABLES OR MILESTONES

The manual *Certified Local Government Program Matching Grants and Application Guidelines (FFY2020)* has been incorporated into this grant agreement.

***In order for the costs to be eligible for funding, the project must not be initiated, and costs shall not be incurred, prior to the time the Department approves the grant agreement. This grant shall not be used to reimburse an applicant for any costs incurred prior to the execution of the grant agreement.***

Publications -- All publications must have prior written approval by the Department before publication. If written approval by the Department is not given, all costs pertinent to the publication may be disallowed.

Acknowledgement -- Any and all publications of any type produced through this grant, including audio-visual materials, must bear the Department logo and acknowledgment. All meetings, publications, and products must acknowledge the NPS and include required Civil Rights, ADA, and Equal Rights language or bulletins per the instructions in the Grant Manual.

Progress Reporting -- Reports Summarizing activity and expenditures are due quarterly or monthly, on the 10<sup>th</sup> day of the month, beginning the month following the grant award date, and continuing through completion of the project.

Timeline -- Grantees must submit a revised a timeline of project milestones, with dates not to precede the starting date or completion date as set forth in the grant agreement.

Products -- Both interim (draft) and final products must be approved by the Grantor. Those which do not conform to the terms and conditions of this grant agreement or which do not meet the Secretary of the Interior's Standards must be corrected within the grant term or the Grantee will not be reimbursed.

Copyright, Patents, Trademarks -- No work produced under this Agreement shall become in whole or in part the subject of any application for copyright, patent, or trademark. Products and reports produced under this Agreement shall become the property of the State of Illinois', including any rights that otherwise might be available to the Grantee under copyright, patent, and trademark laws. Grantee specifically agrees that the compensation provided for hereunder also includes such rights to the State.

Intensive Survey Grant -- All grant-funded survey Projects must be conducted by a qualified professional architectural historian, historian, historical archaeologist, or architect who meets the Professional Qualifications Standards listed in this manual and has completed survey projects that have met the Secretary of the Interior's Standards. Applicants should work closely with the IDNR SHPO's Survey staff in planning and executing CLG grants. An Intensive Survey thoroughly inspects, documents, and identifies all historic resources in a particular geographical area or theme that are more than 45 years old. Intensive Survey Reports must contain the following:

- Introduction explaining the nature of the survey, its extent, and the acreage and number of buildings surveyed. It should include a short description of previous surveys undertaken in the community by federal, state, or local governments, or private agencies, organizations or individuals.

- Description of the survey methodology and the relevant NRHP evaluation criteria, local landmark criteria, and integrity thresholds for designation. Discuss what information (i.e., chain of title, architectural plans, etc.) is missing from current and previous surveys, and make suggestions about future information gathering. Intensive surveys often have “data gaps” in descriptions, contexts, and chains of ownership, but those gaps should be noted.
- Detailed description of the historic context of the survey area or theme, including a general history of the surveyed area, the larger community, or county (where applicable). The context explains the important themes of history and physical patterns in the development of specific survey areas and should include a full description of the various characteristics that give the area its identity, including architectural styles, materials, building types, street patterns, topography and land use.
- Overall map of the community with the survey area identified
- Detailed map or maps of the survey area showing the location of individual properties. This may be done by mapping the address for every resource or by establishing the range of addresses by block.
- Tabulation of the number of resources investigated, the number of resources 45 years old or older, and the number of primary and secondary buildings, outbuildings, structures, and objects in the survey area.
- Evaluation of the potential for individual or historic district NRHP designation and local landmarks, and any other applications of the survey data. Include general information on the condition and potential future preservation of the resources, impacts/threats assessment, losses, needs assessment, and strategies/priorities for resource preservation.
- Bibliography of sources consulted
- Completed Inventory Forms with photographs, a description, construction date, architect and/or builder (if available), physical changes, historical information, and a NRHP evaluation of the property. The Inventory Form to be used on all CLG Grant funded Survey Projects must be approved by SHPO staff before commencing work.

At the completion of the Project, grantees must submit a copy of the final Survey Report (on one searchable PDF) and a copy (PDF) of the Inventory Forms with photographs saved on a jump drive, CD or DVD. The federal funding and non-discrimination statement (found on page 23 of this manual), must be included towards the beginning of the Final Survey Report.

### **Grant Reimbursement**

This is a reimbursement grant. Terms for reimbursement are enumerated in the Certified Local Government Program Matching Grants and Application Guidelines (FFY2019) and include the submittal of the completed project, progress reports, fiscal forms, and Completion Report. The CLG Grant Completion Report has both a Narrative and a Financial Portion. Prior to the end of the Project Period (September 30, 2020), the Grantee shall email the report to

DNR.Grants@illinois.gov.

The Narrative Portion is comprised of:

- Complete description of the Project and its components;
- Assessment of the degree of success achieved by the Project;
- Description of all promotional and publicity activities involved in the Project, if any.

Include relevant newspaper articles, handouts, news releases, etc.;

**19-FFY20-03CLG McLean County Historic Preservation Plan Design Guidelines**

- Resumes for the principal individuals engaged in the Project;
- Discussion of any problems encountered in the implementation of the Project and their resolutions;
- Digital files of Project publications, including brochures, guidebooks, newsletters, planning documents, video recordings, etc. For Survey Projects, follow the submission requirements in the Guidelines.

The Financial Portion consists of:

- Completed and signed Forms 1 through 5
- Relevant documentation that supports each form, as required, such as payroll statements and donor valuations;



EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT

Name: Amy Hathaway
Title: National Register and Survey Specialist
Address: 1 Old State Capitol Plaza
Springfield, Illinois 62701
Phone: 217-782-8588
TTY#:
Fax#: 217-524-7525
E-mail Address: Amy.Hathaway@illinois.gov

GRANTEE CONTACT

Name: Katie Simpson
Title: City Planner
Address: 115 E Washington St. Suite 201
Bloomington, IL 61701
Phone: 309-434-2341
TTY #:
Fax #: 309-434-2857
E-mail Address: ksimpson@cityblm.org
Additional Information:

GRANTOR CONTACT

Name: Susan J. Duke
Title: Grant Administrator
Address: One Natural Resources Way
Springfield, Illinois 62702-1271
Phone: 217-785-4416
TTY#:
Fax#: 217-785-2438
E-mail Address: Susan.Duke@Illinois.gov

GRANTEE CONTACT

Name:
Title:
Address:
Phone:
TTY #:
Fax #:
E-mail Address:
Additional Information:



# Illinois Department of Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271  
www.dnr.illinois.gov

JB Pritzker, Governor  
Colleen Callahan, Director

June 7, 2019

Katie Simpson  
City of Bloomington  
115 E. Washington Street  
Bloomington, Illinois 61701

RE: 19-FFY20-03CLG    McClean County    Historic Preservation Plan Design Guidelines

Dear Ms. Simpson:

The City of Bloomington has been awarded an Illinois Historic Preservation Grants in Aid CLG Grant up to the amount of **\$30,000.00** toward project "**Historic Preservation Plan Design Guidelines**". This grant is based on your organization or other non-IDNR entities providing a **match of at least \$20,000.00** of the total final project cost as indicated in your Grant Application. The GATA computer system will send you a Notice of State Award that you must respond to.

Enclosed are two copies of the Grant Agreement for your review and execution. For the costs to be eligible for funding the project must not be initiated and costs shall not be incurred prior to the IDNR Director's signature on this Grant Agreement. Please give close attention to the reporting requirements and other assurances in the Grant Agreement. A final grant payment will not be processed without the required reports and proof of expenditures including match expenditures.

Please be sure to sign both copies of the Grant Agreements and return both.

Please return both grant agreement documents and a IRS form W9 promptly to:

Illinois Department of Natural Resources  
Grants - Special Funds Section  
ATTN: Susan J. Duke  
One Natural Resources Way  
Springfield, IL 62702-1271

Once the Director has signed the Grant Agreement, a fully executed copy will be returned to you. The project may then begin.

City of Bloomington  
June 7, 2019  
Page 2

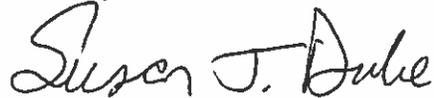
Your IDNR Grant Program Subject Matter Expert (SME) is:

Amy Hathaway  
National Register and Survey Specialist  
Illinois SHPO, 1 Old State Capitol Plaza, Springfield, IL 62701  
Phone: 217-782-8588  
Fax: 217-524-7525  
Email: Amy.Hathaway@illinois.gov

The SME above is to whom you address any technical questions and consult with on your project.

If you have grant paperwork or grant reporting related questions, my contact information is given below.  
I will be pleased to assist you with this grant.

Sincerely,



Susan J. Duke  
Grant Administrator  
(217) 785-4416 desk  
(217) 785-2438 fax  
[Susan.Duke@illinois.gov](mailto:Susan.Duke@illinois.gov)

Cc: Teresa DeStasio  
Amy Hathaway

Enclosures



CONSENT AGENDA ITEM NO. 7H

FOR COUNCIL: June 24, 2019

SPONSORING DEPARTMENT: City Clerk

SUBJECT: Consideration and action on an Ordinance Suspending Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code Prohibiting Alcohol on Public Property as pertains to the Davis Lodge on June 29, 2019, to allow moderate consumption of alcohol, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK: Goal 5. Great place - livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents.

BACKGROUND: Robert Avery has requested that the City allow moderate consumption of beer and wine at his June 29, 2019, wedding at the David Lodge. City staff confirmed the event information with Mr. Avery. Approximately 65 guests are anticipated to attend the event that Nelson's Catering, Inc. will cater. Nelson's Catering, Inc. has a valid Class W Catering License with the City of Bloomington. Only beer and wine will be served and is anticipated to be served from 3:00 PM to 9:00 PM.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the June 11, 2019 Liquor Commission meeting was placed on the City's website.

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Amanda Mohan, Records & Licensing Specialist

Reviewed By: Leslie Yocum, City Clerk

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager

Legal Review By: George D. Boyle, Assistant Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason', with a stylized flourish at the end.

Tim Gleason  
City Manager

**Attachments:**

- CLK 1B Beer-Wine Application Avery-Hobbs Wedding Redacted
- CLK 1C Class W License Nelson's Catering LLC
- CLK 1D Ordinance 2019-48 Avery-Hobbs Wedding



CITY OF  
**Bloomington**  
ILLINOIS

**REQUEST FOR  
BEER/WINE AT A  
CITY OWNED  
PROPERTY**

My event will be held at (Please Check One)  Miller Park Pavilion  Davis Lodge

APPLICANT INFORMATION

Name(s) of applicants (Specify how they are related to the event):

Robert Aveny groom  
Donavon hobbs groom

Applicant Contact Information:

Phone Number: [REDACTED] Email Address: [REDACTED]@gmail.com

Address: [REDACTED]

City: Bloomington State: IL Zip Code: 61701

CATERER INFORMATION

Name of Caterer: Nelson's Catering Contact Number: 217-787-9443

Address: 3005 Great Northern Road

City: Springfield State: IL Zip Code: 62711

EVENT INFORMATION

Type of Event: Wedding/Reception

Date/Time of Event: June 29th, 2019 - 3pm - 9pm

Number of Attendees: 80

Have you secured a date with the venue checked above?  YES  NO

*\*If yes, please provide a copy of the contract and receipt you were given.\**

[REDACTED]

Applicant Signature

5-13-19

Date



Water Department  
603 W. Division Street  
Bloomington, IL 61701  
426  
833



Davis Lodge Receipt for Payment

Name and/or Organization

Reserving Lodge: Robert Avery

Event Date: 6/29/19

Event Type: Wedding

City of Bloomington  
Water Administration - Division Street  
109 East Olive Street  
Bloomington, IL 61701  
309 - 434 - 2426  
Welcome

118418-0001 Tara G. 12/31/2018 08:49AM

MISCELLANEOUS

Description: WATER DAVIS  
LODGE RENTAL  
FEES/DEPOSITS (WA0021)  
Reference 1: 6-29-2019  
2019 Item: WA0021  
1 @ 500.00  
Payment Id: 405800

500.00

-----  
500.00

Subtotal 500.00  
Total 500.00

CREDIT CARD 500.00

-----  
Change due 0.00

Paid by: Avery

Comments: Lodge Deposit fee  
06/29/2019

Signature: \_\_\_\_\_

Thank you for your payment.

CUSTOMER COPY  
DUPLICATE RECEIPT

Have a nice, safe time. Thank you for your Cooperation

PAID BY MUST COMPLY WITH THE CITY OF BLOOMINGTON, ILLINOIS, ANY STATE LAW, CITY ORDINANCE OR OTHER REGULATORY  
COMPLIANCE WITH THE CITY OF BLOOMINGTON, ILLINOIS, ANY STATE LAW, CITY ORDINANCE OR OTHER REGULATORY

Robert Avery  
Davis Lodge  
Rental Fee  
Payment for  
6/29/19

CITY OF BLOOMINGTON IL  
109 E OLIVE STREET  
BLOOMINGTON, IL 61701

05/10/2019 10:20:59

CREDIT CARD

VISA SALE

Card # XXXXXXXXXXXXX  
SEQ #: 1  
Batch #: 423  
INVOICE 2  
Approval Code: 033809  
Entry Method: Manual  
Mode: Online  
Avs Code: YYY

SALE AMOUNT \$400.00

CUSTOMER COPY



Public Works Department  
115 E. Washington Street  
Bloomington, IL 61701  
Phone: 309-434-2225  
Fax: 309-434-2201

## Reservation Letter

February 20, 2019

Dear Robert Avery,

Thank you for choosing Davis Lodge at Lake Bloomington for your upcoming event. Per your request, we will hold June 29, 2019 for 2 weeks without a deposit after this time the date will be released.

Rental fees for the Lodge are as follows:

Regular Rate - \$400.00 per day with a \$500.00 Damage/Cleanup Deposit per event  
Tent and other structure Deposit - \$250.00 per event

50% Discount on rental rated for Monday, Tuesday and Wednesday rentals (Non-Profit Organizations are not eligible for the 50% discount) with a \$500.00 Damage/Cleanup Deposit per event

Please send in your deposit immediately this will hold your reservation. Also return a signed attached "Release and Hold Harmless Agreement." We accept Credit cards (*Discover, Visa, and Master Card*) or Checks made payable to the City of Bloomington. Please mail your payment to Public Works Dept. - Water Division, 115 E. Washington St., Bloomington, IL 61701.

The rental times are 8:00 am - 12:00 am. The Lodge doors will be unlocked when you arrive.

Your Security deposit will be reimbursed if the Lodge is not damaged and it is left neat and clean (See enclosed list of rules). Cancellation Policy: Security deposits are only refundable if cancellations are made 60 days prior the reservation date. The security deposit refund can take 6-8 weeks to receive via mail after the date of the event.

If you have questions or will not be keeping your reservation, please call (309)434-2225.

We wish you a happy, safe experience at Davis Lodge.

Respectfully,

Jessica Carroll  
Email: [jcarroll@cityblm.org](mailto:jcarroll@cityblm.org)

Signature: \_\_\_\_\_

Date: 2-22-19

Have a nice, safe time. Thank you for your Cooperation  
FAILURE TO COMPLY WITH THESE, ANY STATE LAW, CITY ORDINANCE OR OTHER REGULATION  
COULD RESULT IN LOSS OF DEPOSIT, REMOVAL FROM PREMISES AND/OR PROSECUTION BY LAW

## RULES FOR RENTING DAVIS LODGE

- 1) No early set ups ahead unless that day in rented and paid for.
- 2) NO ALCOHOLIC BEVERAGES unless approved by the Bloomington Liquor Commission and City Council.  
Contact City Clerk office @ (309) 434-2240
- 3) Outdoor fires allowed only in fire pit and on non-windy days.
- 4) No swimming or wading is allowed in Lake Bloomington.
- 5) No smoking allowed inside Davis Lodge.
- 6) Quiet Hour: 10:00 pm and beyond.
- 7) Check in time: 8:00 am. Check out time: 12:00 Midnight. **MUST BE OUT BY MIDNIGHT**
- 8) No pets allowed in Davis Lodge.
- 9) No glitter/confetti or nails, thumb tacks, tape, staples or other holes in the walls, fans, woodwork or furniture.  
Hooks have been installed along the doors, windows and at various locations on the walls for your convenience in decorating the Davis Lodge.

## YOU ARE RESPONSIBLE FOR CLEANING UP

### BEFORE LEAVING, THE FOLLOWING SHOULD BE DONE:

- 1) Wipe off tables and chairs.
- 2) Leave tables and chairs set up.
- 3) Floors must be swept.
- 4) Any spills must be wiped up.
- 5) Garbage should be removed to dumpster (North of Building).
- 6) Brooms & Mops available. Extra Garbage Liners in bottom of cans.
- 7) All traces of signs and decorations must be removed.
- 8) All doors and windows must be closed.
- 9) Any extra equipment (tables, chairs, tents, arches, etc.) must be removed the same day as rental. The City of Bloomington is not responsible for items left past check out time of rental.

### Maintenance or Cleaning Questions or Related Problems

Work Hours (Monday through Friday 7:00 am – 3:00 pm)

Phone: (309) 434-2163

### After Hours

Phone: (309) 434-2151 – Water Treatment Plant at Lake Bloomington

(309) 820-8888 (Non-emergency police dispatch)

Police Emergencies: County 911

The undersigned, in consideration of the permission granted by the City of Bloomington to use the Davis Lodge at Lake Bloomington, does hereby agree to indemnify and hold harmless the City of Bloomington, its officers, agents and employees from and against any and all claims, damages, losses, and expenses arising out of the use by the undersigned and guests of Davis Lodge on the dates for which permission has been granted by the City.

Signature required: \_\_\_\_\_

Date: 2-22-19

Have a nice, safe time. Thank you for your Cooperation

FAILURE TO COMPLY WITH THESE, ANY STATE LAW, CITY ORDINANCE OR OTHER REGULATION  
COULD RESULT IN LOSS OF DEPOSIT, REMOVAL FROM PREMISES AND/OR PROSECUTION BY LAW

## OTHER STRUCTURE AGREEMENT FOR DAVIS LODGE

- 1) Tents and other structures are only allowed in the two designated locations. These locations are on the porch that faces Lake Bloomington and next to the fire pit on the Northeast lot.
- 2) No vehicles will be allowed anywhere off of the paved surface.
- 3) Tents and other structures must be removed by 12:00 am MIDNIGHT of the day of the rental. Any tents or other structures remaining will not be saved and the City of Bloomington and the City of Bloomington Water Department will not be responsible.
- 4) An additional security deposit of \$250.00 is required for rentals that utilize tents or other structures not provided by the City of Bloomington.
- 5) If tents and other structures are not removed the day of the rental, the \$250.00 security deposit will be forfeited.
- 6) These rules and regulations shall not supersede any other rule or regulation for the Davis Lodge.
- 7) Please view the attached photograph of Davis Lodge to understand where tents and structures are allowed to be erected.

The undersigned, in consideration of the permission granted by the City of Bloomington to use the Davis Lodge at Lake Bloomington, does hereby agree to indemnify and hold harmless the City of Bloomington, its officers, agents and employees from and against any and all claims, damages, losses, and expenses arising out of the use by the undersigned and guests of Davis Lodge on the dates for which permission has been granted by the City.

Signature: \_\_\_\_\_

Date: 2-22-19

Have a nice, safe time. Thank you for your Cooperation

FAILURE TO COMPLY WITH THESE, ANY STATE LAW, CITY ORDINANCE OR OTHER REGULATION  
COULD RESULT IN LOSS OF DEPOSIT, REMOVAL FROM PREMISES AND/OR PROSECUTION BY LAW



Public Works Department  
115 E. Washington Street  
Bloomington, IL 61701  
Phone: 309-434-2225  
Fax: 309-434-2201

## RELEASE AND HOLD HARMLESS AGREEMENT

February 20, 2019

The undersigned, in consideration of the permission granted by the City of Bloomington to use the Davis Lodge at Lake Bloomington, does hereby agree to indemnify and hold harmless the City of Bloomington, its officers, agents and employees from and against any and all claims, damages, losses, and expenses arising out of the use by the undersigned and guests of the undersigned of Davis Lodge on the dates for which permission has been granted by the City.

DATED this 2 day of 22.

RENTAL DATE (S): June 29, 2019

Signature Required:

[Redacted Signature]

Mailing Address:

[Redacted Address]

Bloomington, IL 61701

Have a nice, safe time. Thank you for your Cooperation  
FAILURE TO COMPLY WITH THESE, ANY STATE LAW, CITY ORDINANCE OR OTHER REGULATION  
COULD RESULT IN LOSS OF DEPOSIT, REMOVAL FROM PREMISES AND/OR PROSECUTION BY LAW

OFFICE USE ONLY

Liquor Commission Date: 6/11/19

➤ Date Approved for Council: \_\_\_\_\_

City Council Meeting Date: \_\_\_\_\_

➤ Date Council Approved: \_\_\_\_\_

➤ Ordinance Number: \_\_\_\_\_

Confirmed Reservation and Deposit with Event Location:  YES  NO

Caterer has a Current City of Bloomington License:  YES  NO

Water/Parks Departments have been notified:  YES  NO

Date Received: 5/13/19 Staff Initials: [Signature]

# CITY OF BLOOMINGTON LIQUOR LICENSE

**EXPIRES 12/31/2019**

Number  
8990

W LIQUOR LICENSE  
CATERING



NELSON'S CATERING, INC  
DBA NELSON'S CATERING  
3005 GREAT NORTHERN RD  
SPRINGFIELD, IL 62711

ID: 8616

This license is issued subject to all requirements of the ordinances of the City of Bloomington. Information may be obtained from the office of the Bloomington City Clerk.

PAID

12/31/2018

*Tari Renner*

Tari Renner, Mayor/Liquor Commissioner

Attest

*Leslie Smith-Yokum*

Leslie Smith-Yokum, Interim City Clerk

Total Received..... \$75.00

**This License is NOT Transferable**

**NOTE: This is your receipt for payment of amount indicated. Original license has imprint.**

12/31/2018	<b>CITY OF BLOOMINGTON LIQUOR LICENSE</b>	Number 8990
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>NELSON'S CATERING, INC DBA NELSON'S CATERING 3005 GREAT NORTHERN RD SPRINGFIELD, IL 62711</p> </div> <div style="width: 50%;"> <p>ID: 8616</p> </div> </div>		
<p style="text-align: center;">W LIQUOR LICENSE</p>          <p>CATERING</p>	<div style="text-align: right;"> </div>          <p>CATERING <span style="float: right;">\$75.00</span></p>          <p><b>Total</b> <span style="float: right;"><b>\$75.00</b></span></p>	

ORDINANCE NO. 2019 - 48

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE PROHIBITING ALCOHOL ON PUBLIC PROPERTY AS THOSE SECTIONS PERTAIN TO THE DAVIS LODGE AT LAKE BLOOMINGTON ON JUNE 29, 2019, TO ALLOW MODERATE CONSUMPTION OF ALCOHOL

WHEREAS, Robert Avery and Donavon Hobbs desire to allow moderate consumption of alcohol on June 29, 2019, for their wedding reception to be held at Davis Lodge at Lake Bloomington from 3:00 PM to 9:00 PM; and

WHEREAS, Robert Avery and Donavon Hobbs have requested permission from the City to serve beer and wine during this event; and

WHEREAS, in order to legally possess alcohol in a City Park, Sections 701(a), (b) and (c) of Chapter 31 of the Bloomington City Code, which prohibits the drinking, selling and possessing of alcoholic beverages within the City parks and Section 26(d) of Chapter 6 of the Bloomington City Code, which prohibits possession of open alcohol on public property, must be suspended.

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended as those ordinances pertain to the Davis Lodge at Lake Bloomington, on June 29, 2019, from 3:00 PM to 9:00 PM.

Section 2: Except for the date, location and times set forth in Section 1 of this Ordinance, Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, shall remain in full force and effect. Nothing in this Ordinance shall be interpreted as repealing said Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code.

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

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

PASSED this 24<sup>th</sup> day of June 2019.

APPROVED this \_\_\_\_ day of June 2019.

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Tari Renner, Mayor

\_\_\_\_\_  
Leslie Yocum, City Clerk



CONSENT AGENDA ITEM NO. 71

FOR COUNCIL: June 24, 2019

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration and action on an Ordinance removing one vacant, at-large Transportation Commission position, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK: Goals 1. Financially Sound City Providing Quality Basic Services; 4. Strong Neighborhoods; and 5. Great Place - Livable, Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objectives 1c. Engaged residents that are well informed and involved in an open governance process; 4e. Strong partnership with residents and neighborhood associations; 4f. Residents increasingly sharing/taking responsibility for their homes and neighborhoods; 5a. Well-planned City with necessary services and infrastructure; and 5b. City decisions consistent with plans and policies.

BACKGROUND: Public Works is recommending the approval of an Ordinance removing one vacant, at-large Transportation Commission position in order to reduce the number of positions from eight to seven.

On November 26, 2018, Council approved the addition of a Commission member that would specifically represent people with disabilities by requiring one Commission member to either be living with a disability or working with people with disabilities. Since all seats on the Commission were full at that time, and there was not a desire to remove a sitting member, the Commission was changed to include eight members.

At this time, there are no current members or appointees under consideration for the eighth seat. In order to ensure that items considered by the Commission cannot be stalled by tie votes, and to make it slightly easier for the Commission to have quorum (requiring only four members present instead of five), the Department recommends reducing the Commission to seven members by removing one, at-large member seat that is currently vacant. This change will not remove the requirement that one member must be living with a disability or working with people with disabilities.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: Goal TAQ-1. A safe and efficient network of streets, bicycle-pedestrian facilities and other infrastructure to serve users in any surface transportation mode, Objective TAQ-1.1 Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods and services between existing and proposed residential areas and major

activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system.

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

Respectfully submitted for Council consideration.

Prepared By: Phil Allyn, P.E., PTOE, City Traffic Engineer  
Michael Hill, Management Analyst

Reviewed By: Jim Karch, P.E., MPA, Director of Public Works

Finance & Budgetary Review By: Scott Rathbun, Finance Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason  
City Manager

**Attachments:**

- PW 4B Ordinance 2019-49 Transportation Commission Change

ORDINANCE NO. 2019 - 49

AN ORDINANCE AMENDING THE CITY CODE TO REDUCE THE NUMBER OF MEMBERS ON THE CITY OF BLOOMINGTON TRANSPORTATION COMMISSION

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

SECTION 1. That Chapter 29, Article XXVIII, Section 301 of Bloomington City Code, 1960, as amended, shall be further amended as follows (unless otherwise noted, additions are indicated by underlines; deletions indicated by strikeouts):

Chapter 29: Section 301: MEMBERSHIP AND MEETINGS

1. The Commission shall consist of ~~eight (8)~~ seven (7) members, appointed by the Mayor with the advice and consent of City Council. The appointments to the Commission should represent as broadly as possible geographic and/or social elements within the City, each with a demonstrated interest, knowledge, or experience in traffic management or transportation, including that four members must have a specific demonstrated interest, background or experience in one of the following:
  - a. regional public transportation, such as transit or bus service;
  - b. accessibility and ADA compliance;
  - c. bicycle transportation; and
  - d. either living with a disability or serving the City's disabled population.
2. The Commission shall establish an annual meeting schedule, which shall include at least one meeting per month to be held at a regular time and place. All meetings shall be open to the public and must comply with the Illinois Open Meetings Act. All meetings shall provide opportunity for public comment pursuant to local ordinances. Meeting minutes shall be prepared and maintained in accordance with local and state law.
3. A chairman and vice chairman of the Commission shall be selected to preside over meetings in accordance with the procedure set forth for the City's boards and commissions.
4. Items shall be placed on the Commission agenda by appropriate City staff including the Traffic Engineer, Public Works Director, City Engineer, Community Development Director, the City Manager, or the Mayor. City Council members may also request items be referred to the Commission by utilizing the agenda request process, which shall include formal approval and referral by the City Council.

**SECTION 2.** Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

**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 shall be effective immediately after the date of its publication as required by law.

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

PASSED this 24th day of June 2019.

APPROVED this \_\_\_\_\_ day of June 2019.

**CITY OF BLOOMINGTON:**

**ATTEST:**

\_\_\_\_\_  
Tari Renner, Mayor

\_\_\_\_\_  
Leslie Yocum, City Clerk



CONSENT AGENDA ITEM NO. 7J

**FOR COUNCIL:** June 24, 2019

**SPONSORING DEPARTMENT:** Public Works

**SUBJECT:** Consideration and action to approve a Lake Bloomington Lease Transfer of Lot 16, Block 3, in Camp Kickapoo, from Mark and Karen Oostman to the petitioner, Michael J. Sturtewagen Trust and the Marie E. Keeley Trust, as requested by the Public Works Department.

**RECOMMENDED MOTION:** The proposed Lease Transfer be approved.

**STRATEGIC PLAN LINK:** Goal 1. Financially sound City providing quality basic services.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 1a. Budget with adequate resources to support defined services and level of services.

**BACKGROUND:** The Public Works Department is recommending the approval of a Petition for the Lake Bloomington Lease Transfer of Lot 16, Block 3, in Camp Kickapoo. Lot 16 has a residence, septic system, landscaping, and dock.



A licensed septic system inspector, Rob Williamson, inspected the septic system on May 14, 2019, and found the septic system to be in good repair and within the size requirements, as approved by the McLean County Health Department. In addition, staff has investigated the property and found no deficiencies or ordinance violations for the subject property.

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. The proposed lessee will need to obtain a permit after entering into the lease in order to comply with this ordinance.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** This petition will have a neutral financial impact in that the current lease uses the current formula of \$0.40 per \$100.00 Equalized Assessed Value for determining the

Lake Lease Fee. With the currently lease rate formula of \$0.40 per \$100.00 Equalized Assessed Value this lease will generate about \$916.99 per year in lease income and \$128.28 for lot garbage pickup. This lake lease income will be posted to the Lake Maintenance-Lease Income account (5010014-57590). Stakeholders can locate this in the FY 2020 Proposed Budget Book titled "Other Funds & Capital Improvements" on page 86.

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

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

Respectfully submitted for Council consideration.

Prepared By: Joseph M. Darter, Property Manager  
Brett Lueschen, Operations Manager  
Michael Hill, Management Analyst

Reviewed By: Jim Karch, P.E., MPA, Director of Public Works

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager  
Scott Rathbun, Finance Director

Legal Review By: George D. Boyle, Assistant Corporation Counsel

Recommended by:



Tim Gleason  
City Manager

**Attachments:**

- PW 2B Current Lease Oostman to Sturtewagen Lake Lease Transfer
- PW 2C Property Manager Memo Oostman to Sturtewagen Lake Lease Transfer
- PW 2D Petition Oostman to Sturtewagen Lake Lease Transfer
- PW 2E MCHD Evaluation Oostman to Sturtewagen Lake Lease Transfer
- PW 2F Sturtewagen Lease Oostman to Sturtewagen Lake Lease Transfer
- PW 2G Location Map Oostman to Sturtewagen Lake Lease Transfer
- PW 2H Unrecorded Plat Map Oostman to Sturtewagen Lake Lease Transfer
- PW 2I Structure Map Oostman to Sturtewagen Lake Lease Transfer
- PW 2J Photograph Oostman to Sturtewagen Lake Lease Transfer

**LAKE BLOOMINGTON LEASE**

THIS LEASE is entered into on the 12th day of April, 2016  
between the City of Bloomington, a municipal corporation,  
of McLean County, Illinois, hereinafter called CITY and  
Mark A. and Karen L. Oostman

**(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 \_\_\_\_\_, 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 16 in Block 3 in Camp Kick A poe according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois. P.N. 08-06-353-015

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

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

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

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

2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ (\$.15) per \$100

EAV, the rent shall be charged at the rate of 40¢ (\$.40) per \$100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.

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

(SELECT THE RENT TO BE PAID BY 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

Mark and Karen Costman  
25338 Arrowhead Lane  
Hudson IL 61748

Lessee Billing Address

Mark & Karen Costman  
25338 Arrowhead Lane  
Hudson IL 61748

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:

Tari Renner  
Tari Renner, Mayor

Attest:

Cherry Lawson  
Cherry Lawson, City Clerk

-Lessee-

Mark Costman  
Karen Costman

THIS LEASE, made this 12th day of September, 1988, by and between the CITY OF BLOOMINGTON, a Municipal Corporation duly organized under and by virtue of the laws of the State of Illinois, of the first part, hereinafter called the Lessor, and ALLEN M. JOHNSON and SUSAN C. JOHNSON, of the second part, hereinafter called the Lessees, their mailing address being 222 Fleetwood Drive, Bloomington, Illinois 61701.

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

Lot Sixteen (16) in Block Three (3) in Camp 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 the said Lessees, their heirs, executors, administrators and assigns, until the first day of January, 2005, when this Lease shall be renewed at the request of the Lessees, their heirs or assigns, on like terms, for the term of twenty-five (25) years, and so on in cycles of twenty-five years, forever, the Lessees, their heirs, executors, administrators and assigns covenanting and paying therefor unto the first party, its successors and assigns, as follows, viz:

1. The Lessees shall pay the sum of One (\$1.00) Dollar, cash in hand upon the execution of this agreement and the sum of One (\$1.00) Dollar for each twenty-five (25) years hereafter.

2. It is further agreed that the Lessees shall, during the life of this Lease, pay all taxes that may be levied against said premises or improvements thereon by the Government of the United States, 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 its directions.

4. Lessees 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 agree 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 opinion of the Lessor be injurious to the health of the occupants of said premises, or may endanger by fire the buildings thereon, or those adjacent thereto; and the Lessees promise and agree to pay the Lessor all expenses and costs incurred for such removal within ten (10) days thereafter. Said Lessees shall 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 laws of the State of Illinois.

5. The Lessees agree and are 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 Board of 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 Lessees further agree that they will so use and occupy said premises to in no way contaminate the waters of Lake Bloomington. Lessees further agree that whenever sewer connections are made available to said premises, and it is ordered by the Lessor that connections should be made therewith, that they will connect all water closets, cesspools, sinks and drains to said sewer.

6. Lessees further agree 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 time of payment as the Lessor may fix.

7. The Lessees and those occupying under them shall at all times be subject to such rules and regulations as may from time to time be laid down by the Lessor, its successors and assigns, from time to time in the occupation and use of said premises and the use of Lake Bloomington; and said Lessees 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 the time or thereafter adopted, or use said premises in violation of any law of any government unit having jurisdiction over said territory. Such violation shall render this Lease null and void.

8. Lessees shall use said premises for the purpose of a private dwelling or residence, only, except on special permit from the Lessor. Not more than one residence shall be built on one lot. No trees or saplings shall be felled or trimmed without permission of the Lessor.

9. Lessees shall not sell, assign or transfer this Lease or sublet or allow other persons to occupy said premises without the written consent of the Lessor.

10. All bills due the Lessor by the Lessees for water, garbage disposal, etc., if not paid within thirty (30) days after the same shall be due and payable, shall be increased ten percent (10%) of their amount.

11. The Lessees shall have the right to use Lake Bloomington for boating, swimming and fishing under such rules and regulations that now or hereafter may be prescribed by the Lessor.

12. If the Lessees shall fail to renew Lease at end of period or to pay or perform any act as herein agreed, then this Lease shall 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 so declared void, Lessees 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 Lessees or any person claiming under them 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 Lessees 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 Lessees at the respective times and in the manner above limited and declared, the Lessees shall lose and be debarred from all rights, remedies or actions, either in law or equity, upon or under this Lease.

13. It is further agreed that in case default shall be made by the Lessees in any of the conditions stipulated to be performed by them 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 Lessees at 222 Fleetwood, Bloomington, 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. This Lease is a full and complete assignment of the Gramms' Lease to these premises dated September 17, 1979.

IN WITNESS WHEREOF, the Lessor has caused this Agreement to be executed by its duly authorized officers and its Seal attached thereto; and the Lessees have hereunto set their hands and seals the day and year first above written, in duplicate.

CITY OF BLOOMINGTON

By: Jesse R. Anant  
Its Mayor

ATTEST:

Estlin M. Nelson  
City Clerk

Allen M. Johnson  
Allen M. Johnson, Lessee

Susan C. Johnson  
Susan C. Johnson, Lessee

September 12, 1988

September 12, 1988

COUNCIL PROCEEDINGS

673

resulted as follows:

and Bittner.

Subject: Transfer of Lease of Lot 16, Block 3 of Camp Kickapoo at Lake Bloomington from Violette & Wilbur Funk, Arthur & Huth Gramm, Edward & Lucille Gramm, John & Mary Gramm, and Sherrill & Kenneth Schafer to Allen & Susan Johnson

The transfer of this lease at Lake Bloomington was approved by the City Council on August 8 on the condition that use of the property be limited to weekends and vacation time unless the septic system was changed. The septic system was small and over 25 years old and would accommodate a couple of people living in the house but not a significant number of family or other guests or use of the bath facilities in the two bedroom - bathroom cabins on the premises. It has also been learned that there are drains in the basement of the house which have been emptying directly into the Lake although they should have been emptying into the septic system.

been received in the City

aines Estate to James F.

order and we would recom-

The financial institution providing the funds and mortgage for this purchase would not do so as long as there was a limited occupancy condition attached to the lease. The staff would not recommend that the City Council allow unlimited occupancy and use of the facilities without a change in the septic system so the sellers decided to install a new septic system. This is actually quite fair because if the Health Department had been aware of the use of the two bathrooms in the cabins, an enlarged septic system would have been required. Also there is a large sum of money involved in this transfer and it appears reasonable for the septic system work to be done out of the substantial profits of the sale.

I have been assured that the new septic system will be installed within a reasonable period of time this Fall. The transfer papers themselves are in order and the Department of Engineering and Water has found no conditions on the property to warrant disapproval of the transfer.

I recommend approval of the transfer.

Respectfully,

Paxton Bowers  
Assistant Corporation Counsel

Herman Dirks  
City Manager

r, that the prayer of the

resulted as follows:

and Bittner.

Motion by Alderman Kroutil, seconded by Alderman Bittner, that the transfer of the lease be approved conditioned upon the installation of a new septic system within a reasonable period of time this Fall.

The Mayor directed the Clerk to call the roll, which resulted as follows:

Ayes: Aldermen Yates, Atwood, Kroutil, Simms, Parker and Bittner.

Nays: None.

**MEMO**

To: Jim Karch, Director of Public Works

From: Joseph M. Darter, Property Manager

Date: May 27, 2019

Re: Lot 16 Block 3 in Camp Kickapoo Lake Lease Transfer

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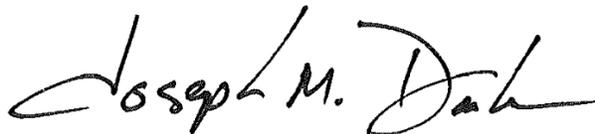
A petition and Lake Lease Transfer request has been submitted for Lot 16 in Block 3 in Camp Kickapoo, from Mark and Karen Oostman to the petitioner, Michael J. Sturtewagen Trust and Marie E. Keeley Trust.

EAV for this property is \$229,248.00. The Lake Lease is currently at a rate of \$0.40 per \$100.00 of EAV. The Lake Lease rate will remain at \$0.40 per \$100.00 of EAV.

With the current lake lease formula, this lease income will generate approximately \$916.99 per year in lease income. This lake lease income will be posted to the Lake Maintenance-Lease Income account (50100140-57590).

If you have any questions, please feel free to contact me directly.

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) 434-2951 | Email: [jdarter@cityblm.org](mailto:jdarter@cityblm.org)

LAKE BLOOMINGTON LEASE TRANSFER PETITION

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

Lot 16 Block 3 of Camp Kickapoo

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

From: Mark + Karen Oostman (Sellers Name)

To: The Michael J. STURTEWAGEN TRUST + The Marie E. KEELEY TRUST (Buyers Name)

[Signature]  
[Signature] (Signatures of Seller)

\*\*\*\*\*

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

Now comes The Michael J. STURTEWAGEN TRUST + The Marie E. KEELEY TRUST (Buyer) and respectfully shows that He/She/They became the purchaser of all right, title and interest of Mark + Karen Oostman (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)

Mark + Karen Oostman has executed deed of transfer of their interest in said premises and an assignment of the Leases therefore your petitioner.

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

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

Respectfully submitted,

[Signature]  
[Signature]  
(Signature of Buyer(s))

\*\*\*\*\*

WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON LOT 16  
BLOCK 3 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) Mark + Karen Oostman in and to the premises known as Lot 16 Block 3 in Camp Kickapoo, McLean County, Illinois and to the leases thereon executed by the City of Bloomington, Illinois.

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_, Mayor



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

---

May 17, 2019

Mr. Mark Oostman  
25338 Arrowhead Lane  
Hudson, IL 61748

Re: Septic Permit #97-9803  
Parcel #08-06-353-015  
Lot 158, Lake Bloomington – Kickapoo Subdivision

Dear Mr. Oostman:

On May 15, 2019, this department received a septic system evaluation report from Mr. Rob Williamson, a McLean County licensed private sewage system installer, regarding the above-referenced property. The septic system evaluation was performed on May 13, 2019 and the following deficiencies were noted:

- The hot tub discharges to the ground surface. This may remain as is until the septic system is repaired or replaced or a nuisance condition is created.
- The septic tank is a minimum of 500 gallons too small. This may remain as is until the septic system is repaired or replaced.
- The septic tank does need to be pumped at this time. This department recommends the septic tank be pumped every three to five years. If the tank is not properly pumped to remove accumulated solids, the solids will start to bypass the baffles in the tank and cause rapid failure of the septic system.
- The sand filter is a minimum of 156 square feet too small. This may remain as is until the septic system is repaired or replaced.

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

1. As of February 10, 2014, any proposed new or replacement surface discharging system must have coverage under a National Pollutant Discharge Elimination System (NPDES) permit prior to installation. For more information, please visit our website at <https://health.mcleancountyil.gov/>
  2. Routine sampling of the effluent discharged from the system and the reporting of the laboratory results to a regulatory agency or agencies.
-

Mr. Mark Oostman  
May 17, 2019  
Page 2

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

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

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

Tolan's Excavating  
2903 Gill Street  
Bloomington, IL 61704  
Phone: (309) 663-0191

Shoemaker Farm Drainage  
202 W. Pine Street  
LeRoy, IL 61752  
Phone: (309) 962-3108

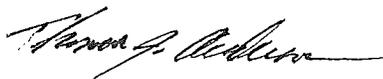
Zeschke Septic Cleaning  
2408 Greyhound Road  
Bloomington, IL 61704  
Phone: (309) 808-2776

In summary, the septic system was installed in 1997 and is now approximately 22 years old. This office considers the average life expectancy of a septic system to be 20 to 25 years.

For information on routine operation and maintenance of your septic system, please visit our website at.

If you have any questions, please contact Mr. Jared Johnson, of this department, at (309) 888-5482.

Respectfully,



Thomas J. Anderson  
Director of Environmental Health

cc: Mr. Rob Williamson, Williamson Excavating, LLC  
Mr. Joe Darter  
Mr. Mike Sturtwagon

TJA:AC:du

AC-0601-19-088

# EVALUATION REPORT FOR A MCLEAN COUNTY PRIVATE SEWAGE DISPOSAL SYSTEM

Log #: \_\_\_\_\_  
Date Received: \_\_\_\_\_

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

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

### 1. Current Owner Information:

Name: Mark Oostman  
Address: 25338 Arrowhead Lane  
Hudson, IL 61748  
Phone #: Day - - Home - -

### 2. Requestor Information:

Name: Mike Sturtwagon  
Address: 25642 Arrowhead Lane  
Hudson, IL 61748  
Phone #: Day - - Home - -

### 3. Property Information:

Parcel Number (Tax ID): ( ) 08-06-353-015 Date Evaluation Performed: 05-13-19  
Address of property evaluated: 25338 Arrowhead Lane Sub. & Lot: Lake Blm K158  
Permit available from Health Dept.: Yes  No  Permit #: 97-9803

### 4. Interview Information:

Person interviewed: Mrs. Oostman Original owner: Yes  No   
Age of home (years): 31 Intended for seasonal use: Yes  No   
Date last occupied: currently Number of occupants: 3  
Has tank ever been pumped: Yes  No  If yes, how often: 3 yrs ago

### 5. Interior Evaluation:

Number of bedrooms: 4 Garbage disposal: Yes  No   
Toilet tanks and other fixtures have evidence of leakage or overflow: Yes  No   
Water softener discharges to: n/a Clothes washer discharges to: septic  
Dishwasher discharges to: septic Hot tub discharges to: ground surface  
Basement plumbing fixtures: Discharge locations:  
a. all a. septic  
b. \_\_\_\_\_ b. \_\_\_\_\_  
c. \_\_\_\_\_ c. \_\_\_\_\_  
d. \_\_\_\_\_ d. \_\_\_\_\_  
Basement floor drains discharge to: septic Garage floor drains discharge to: n/a  
Sump pit/pump discharges to: n/a Downspouts discharge to: tile/surface

**6. Exterior Evaluation Points:**

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

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

Tank One: N/A <input type="checkbox"/>	Yes	No	Tank Two: N/A <input checked="" type="checkbox"/>	Yes	No
Depth of soil to top of tank: 12 inches			Depth of soil to top of tank: _____ inches		
Tank has access within 12" of ground surface	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tank has access within 12" of ground surface	<input type="checkbox"/>	<input type="checkbox"/>
Size: 1500 gallons Type:			Size: _____ gallons Type:		
Meets current code:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Meets current code:	<input type="checkbox"/>	<input type="checkbox"/>
Tank lids in good condition:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tank lids in good condition:	<input type="checkbox"/>	<input type="checkbox"/>
Inlet baffle in good condition:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Inlet baffle in good condition:	<input type="checkbox"/>	<input type="checkbox"/>
Evidence of solids on inlet baffle:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evidence of solids on inlet baffle:	<input type="checkbox"/>	<input type="checkbox"/>
Outlet baffle in good condition:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Outlet baffle in good condition:	<input type="checkbox"/>	<input type="checkbox"/>
Evidence of solids on outlet baffle:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evidence of solids on outlet baffle:	<input type="checkbox"/>	<input type="checkbox"/>
Water standing in outlet:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water standing in outlet:	<input type="checkbox"/>	<input type="checkbox"/>
Water level below outlet:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water level below outlet:	<input type="checkbox"/>	<input type="checkbox"/>
Tank needs to be pumped:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tank needs to be pumped:	<input type="checkbox"/>	<input type="checkbox"/>
Outlet device/filter on tank:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Outlet device/filter on tank:	<input type="checkbox"/>	<input type="checkbox"/>
Type:			Type:		
Back flow into tank from system after pumping:			Back flow into tank from system after pumping:		
Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>			Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>		

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

Depth to top of field: \_\_\_\_\_ inches to \_\_\_\_\_ inches

Square feet of field: \_\_\_\_\_ square feet

Meets current code sizing requirements:	<input type="checkbox"/>	<input type="checkbox"/>
Seepage standing on ground surface:	<input type="checkbox"/>	<input type="checkbox"/>
Lush vegetation or saturated soil on or near seepage field area:	<input type="checkbox"/>	<input type="checkbox"/>
Evidence that water has ponded over seepage field or the soil is saturated:	<input type="checkbox"/>	<input type="checkbox"/>
Solids or "carry over" material present in the rock or bedding material:	<input type="checkbox"/>	<input type="checkbox"/>
Depth of water in trench : _____ inches		

**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
	<input type="checkbox"/>	<input type="checkbox"/>

**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:	<input type="checkbox"/>	<input type="checkbox"/>
Seepage standing on ground surface:	<input type="checkbox"/>	<input type="checkbox"/>
Lush vegetation or saturated soil on or near seepage bed area:	<input type="checkbox"/>	<input type="checkbox"/>
Evidence water has ponded over seepage bed or is soil saturated:	<input type="checkbox"/>	<input type="checkbox"/>
Solids or "carry over" material present in the rock or bedding material:	<input type="checkbox"/>	<input type="checkbox"/>
Depth of water in bed : _____ inches		

**E. SAND FILTER -- This Section N/A**

Minimum soil cover depth to top of sand filter: 48 inches

Square feet of sand filter: 644 square feet

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

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

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

	Yes	No
Pump chamber an approved design:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Chamber volume 1.5 times the daily flow:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is there a dual pump:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Alarm present:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Alarm location: <u>outside</u>		
Alarm properly working with audio and visual functions:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**G. AEROBIC UNIT -- This Section N/A**

Manufacturer: \_\_\_\_\_ Model number: \_\_\_\_\_

Size of unit: gallons

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

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

**Include all distances as described below.**

NOTE: Be sure to attach drawing to this report.

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

*Well or cistern to: N/A <input type="checkbox"/>	*Geothermal unit to: N/A <input type="checkbox"/>	*Building to:
Septic tank: _____ feet Seepage system: _____ feet Sand filter: _____ feet Effluent tile: _____ feet Effluent discharge: _____ feet Geothermal unit: _____ feet Aerobic unit: _____ feet	Septic tank: _____ feet Seepage system: _____ feet Sand filter: _____ feet Effluent tile: _____ feet Effluent discharge: _____ feet Aerobic unit: _____ feet	Septic tank: _____ feet Seepage system: _____ feet Sand filter: _____ feet Effluent tile: _____ feet Effluent discharge: _____ feet Geothermal unit: _____ feet Aerobic unit: _____ feet
*Water line to:	*Body of water to: N/A <input type="checkbox"/>	
Septic tank: _____ feet Seepage system: _____ feet Sand filter: _____ feet Effluent tile: _____ feet Effluent discharge: _____ feet Aerobic unit: _____ feet	Septic tank: _____ feet Seepage system: _____ feet Sand filter: _____ feet Effluent tile: _____ feet Effluent discharge: _____ feet Aerobic unit: _____ feet	

**Comments:**

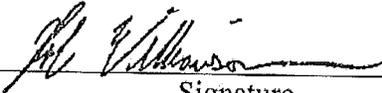
**This section is to include any maintenance (pumping) repairs or problems in the history of the septic system. Write any observations and/or conclusions made by probing or excavating the seepage field or sand filter. A serial distribution system must include the condition of each level of field or trench.**

*The septic tank should be pumped now and every three to five years as needed in the future. The septic tank and sand filter are undersized for this house. The hot tub is discharging to the ground surface rather than the septic system. This septic system appears to be functioning at this time.*

This is the condition I found the septic system on this day. This evaluation is not and should not be considered a guarantee nor does it imply warranty of how the sewage disposal system may function at any time in the future.

*Rob Williamson*

\_\_\_\_\_  
Inspector's Name (print)



\_\_\_\_\_  
Signature

*05-14-19*

\_\_\_\_\_  
Date

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the \_\_\_\_\_ day of \_\_\_\_\_,

between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and The Michael J. STURTEWAGEN TRUST Jr

The Marie E. KEELEY TRUST

(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 \_\_\_\_\_, 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 16 in Block 3 in Camp Kickapoo according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

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

- 3. RENT.

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

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

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

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

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

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

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

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

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

4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.
5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.
6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.

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

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

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

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

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

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

City

Lessee Name and Mailing Address

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

The Michael J. STURTEWAGEN TRUST  
The Marie E. KEENEY TRUST  
22960 N. Ridgewood Lane  
Kildeer, IL 60047

Lessee Billing Address

SAME AS ABOVE

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

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

-Lessor-

-Lessee-

CITY OF BLOOMINGTON

By:

Its Mayor

*Michael J. Sturtegen*  
*Marie E. Keeney*

Attest:

City Clerk

LAKE BLOOMINGTON LEASE

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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

The Michael J. STURTEWAGEN TRUST  
THE MARIE E. KEELEY TRUST  
22960 N. Ridgewood Lane  
Kildeer, IL 60047

Lessee Billing Address SAME AS ABOVE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

-Lessor-

-Lessee-

CITY OF BLOOMINGTON

By: \_\_\_\_\_  
Its Mayor

Michael J. Sturtegen  
Marie E. Keeley

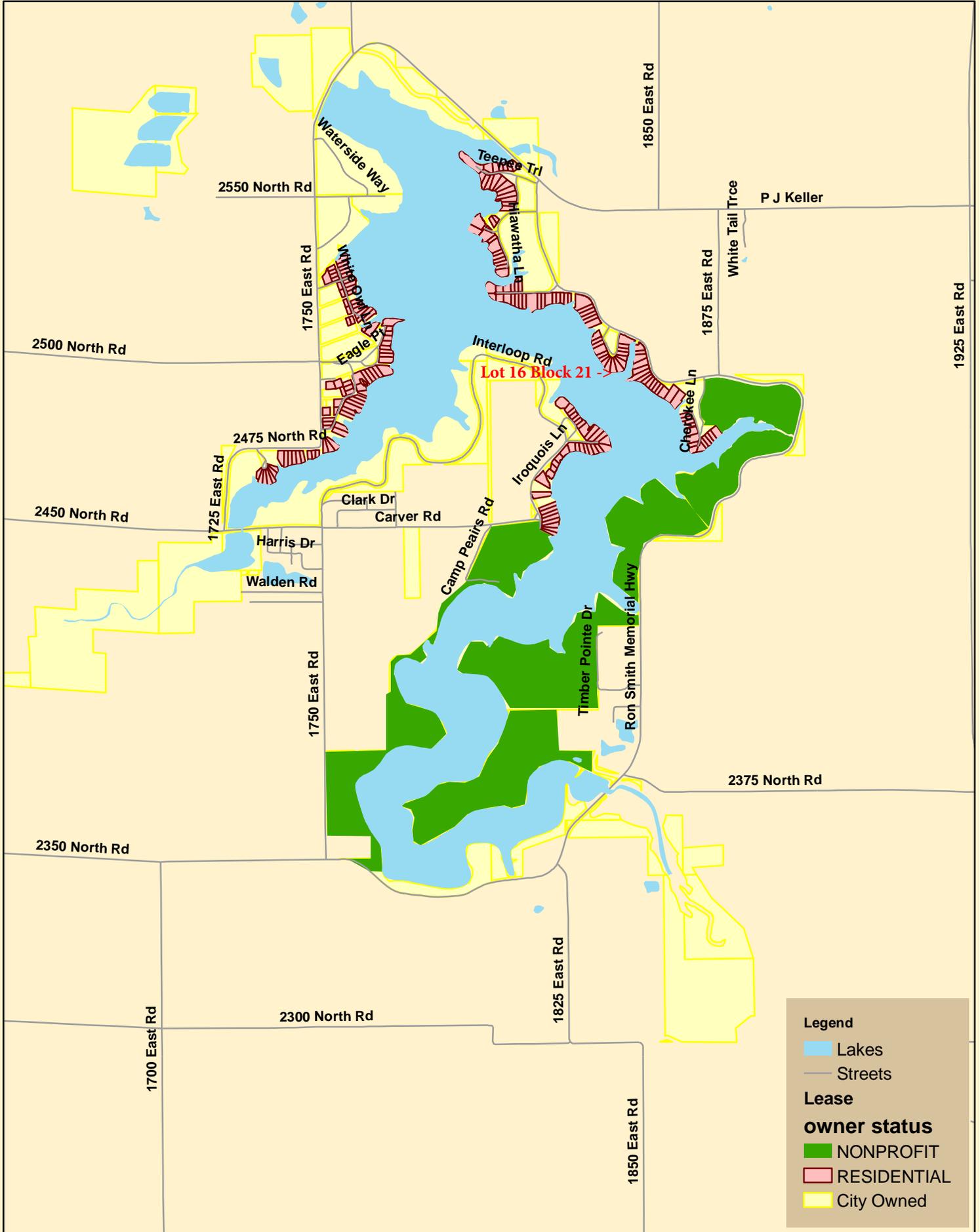
Attest:

\_\_\_\_\_  
City Clerk

# Lake Bloomington Lease Map



DATE 06/01/2010  
Public Works Department



**Legend**

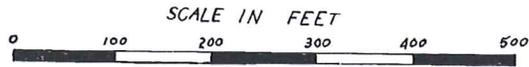
- Lakes
- Streets

**Lease owner status**

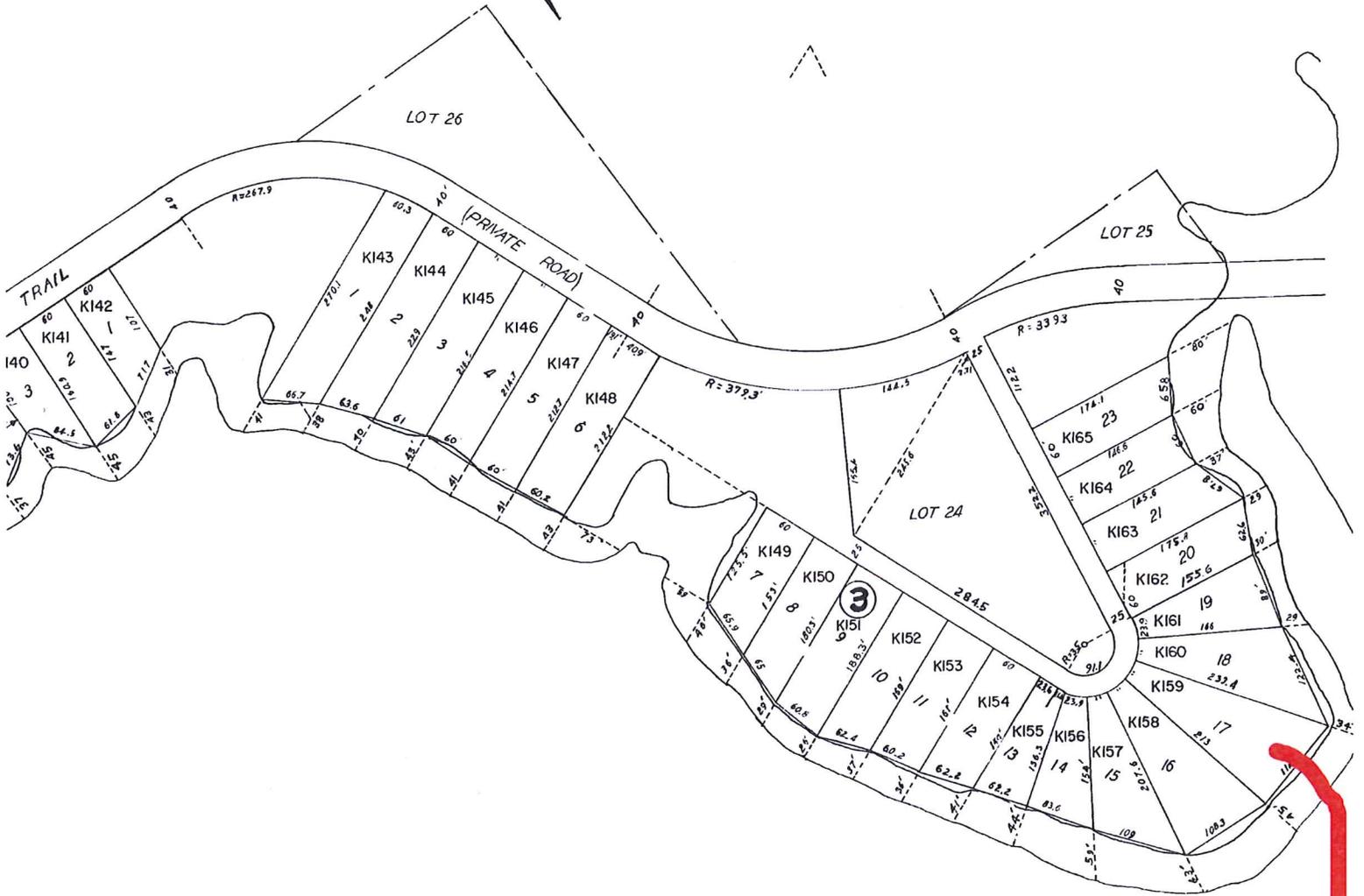
- NONPROFIT
- RESIDENTIAL
- City Owned

# CAMP KICKAPOO

ON EAST SHORE OF  
LAKE BLOOMINGTON



K113 = MAILING ADDRESS 1/86



Lot 16 Block 3

# Lot 16 Block 3 Structure Map



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



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.

0 0.00350.007 0.014 mi







CONSENT AGENDA ITEM NO. 7K

**FOR COUNCIL:** June 24, 2019

**SPONSORING DEPARTMENT:** Public Works

**SUBJECT:** Consideration and action to approve a Lake Bloomington Lease Transfer of Lot 8, Block 3, in Camp Kickapoo, from Michael J. Sturtewagen and Marie Keeley to the petitioner, Jeffrey Drake, as requested by the Public Works Department.

**RECOMMENDED MOTION:** The proposed Lease Transfer be approved.

**STRATEGIC PLAN LINK:** Goal 1. Financially sound City providing quality basic services.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 1a. Budget with adequate resources to support defined services and level of services.

**BACKGROUND:** The Public Works Department is recommending the approval of a Petition for the Lake Bloomington Lease Transfer of Lot 8, Block 3, in Camp Kickapoo. Lot 8 has a residence, septic system, retaining wall, and dock.



A licensed septic system inspector, Rob Williamson, inspected the septic system on May 14, 2019, and found the septic system to be in good repair and within the size requirements of the McLean County Health Department. In addition, staff has investigated the property and found no deficiencies or ordinance violations for the subject property.

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. The proposed lessee will need to obtain a permit after entering into the lease in order to comply with this ordinance.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** This petition will have a neutral financial impact in that the current lease uses the current formula of \$0.40 per \$100.00 Equalized Assessed Value for determining the Lake Lease Fee. With the currently lease rate formula of \$0.40 per \$100.00 Equalized Assessed Value this lease will generate about \$565.54 per year in lease income and \$128.28 for lot garbage pickup This lake lease income will be posted to the Lake Maintenance-Lease Income

account (5010014-57590). Stakeholders can locate this in the FY 2020 Proposed Budget Book titled "Other Funds & Capital Improvements" on page 86.

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

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

Respectfully submitted for Council consideration.

Prepared By: Joseph M. Darter, Property Manager  
Brett Lueschen, Operations Manager  
Michael Hill, Management Analyst

Reviewed By: Jim Karch, P.E., MPA, Director of Public Works

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager  
Scott Rathbun, Finance Director

Legal Review By: George D. Boyle, Assistant Corporation Counsel

Recommended by:



Tim Gleason  
City Manager

**Attachments:**

- PW 3B Current Lease Sturtewagen to Drake Lake Lease Transfer
- PW 3C Property Manager Memo Sturtewagen to Drake Lake Lease Transfer
- PW 3D Petition Sturtewagen to Drake Lake Lease Transfer
- PW 3E MCHD Evaluation Sturtewagen to Drake Lake Lease Transfer
- PW 3F Drake Lease Sturtewagen to Drake Lake Lease Transfer
- PW 3G Location Map Sturtewagen to Drake Lake Lease Transfer
- PW 3H Unrecorded Plat Map Sturtewagen to Drake Lake Lease Transfer
- PW 3I Structure Map Sturtewagen to Drake Lake Lease Transfer
- PW 3J Photographs Sturtewagen to Drake Lake Lease Transfer

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 14th day of May, 2010 between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and Movie Keelay & Mike Skurdewagen

(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 , 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 8 in Block 3 in Camp Kickapoo according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois. PIN (22) 08 - 06 - 353 - 008

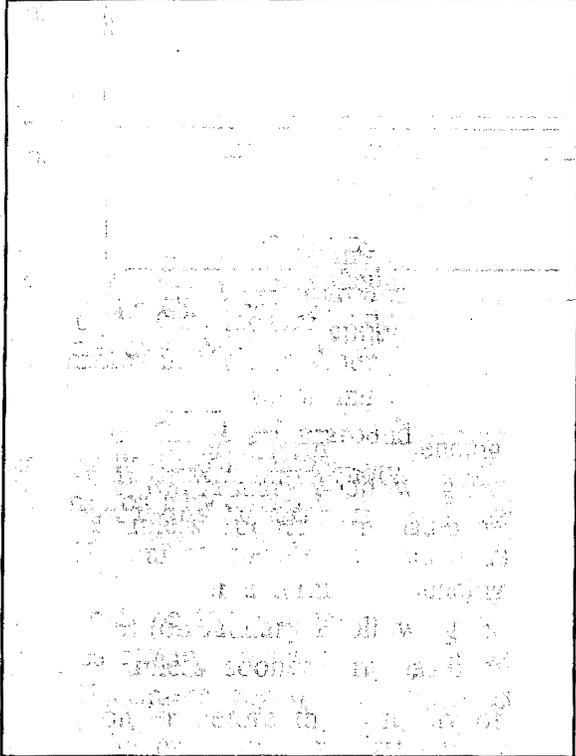
2. TERM OF LEASE. The term of this Lease shall be for a term commencing (cross out the one that does not apply) (on the date of this Lease) (on January 1 following the date of this Lease) and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.

3. RENT.

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

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

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



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

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

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

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

4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.
5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.
6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.
7. WATER. Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the

leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.

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

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

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

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

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

City

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

Lessee Name and Mailing Address

Marie Kealey & Mike Sturtewagen  
34 Sterling Drive  
Chatham, NJ 07928  
7554th Arrowhead Ln  
Hudson, IL 61748

Lessee Billing Address

Marie Kealey & Mike Sturtewagen  
34 Sterling Drive  
Chatham, NJ 07928

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: Stalson  
Its Mayor

Marie Kealey  
Mike Sturtewagen

Attest:

Tracy  
City Clerk

**MEMO**

To: Jim Karch, Director of Public Works

From: Joseph M. Darter, Property Manager

Date: May 29, 2019

Re: Lot 8, Block 3 Camp Kickapoo Lease Transfer

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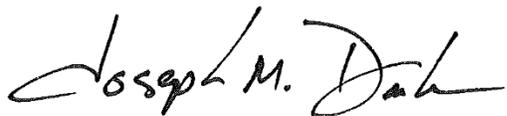
A petition and Lake Lease Transfer request has been submitted for Lot 8 in Block 3 in Camp Kickapoo, from Michael Sturtewagen and Marie Keeley to the petitioner, Jeffrey Drake.

EAV for this property is \$141,135.00. The Lake Lease is currently at a rate of \$0.40 per \$100.00 of EAV. The Lake Lease rate will remain at \$0.40 per \$100.00 of EAV.

This petition will have a neutral financial impact in that the current lease uses the current formula of \$0.40 per \$100.00 Equalized Assessed Value for determining the Lake Lease Fee. With the currently lease rate formula of \$0.40 per \$100.00 Equalized Assessed Value this lease will generate approximately \$564.54. per year in lease income in addition to \$128.28 for lot garbage pickup. This lake lease income will be posted to the Lake Maintenance-Lease Income account (5010014-57590).

If you have any questions, please feel free to contact me directly.

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) 434-2519 | Email: [jdarter@cityblm.org](mailto:jdarter@cityblm.org)

LAKE BLOOMINGTON LEASE TRANSFER PETITION

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

Lot 8 Block 3 of Camp Kickapoo

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

From: Mike STURTEWAGEN & Marie Keeley (Sellers Name)

To: Jeffrey G. Drake (Buyers Name)

Mike Sturtewagen  
Marie Keeley

(Signatures of Seller)

\*\*\*\*\*

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

Now comes Jeffrey G. Drake (Buyer) and re-

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

Mike Sturtewagen & Marie Keeley (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)

MIKE STURTEWAGEN & Marie Keeley

has executed deed of transfer of their interest in said premises and an assignment of the Leases therefore

your petitioner.

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

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

Respectfully submitted,

Jeffrey G. Drake

(Signature of Buyer(s))

\*\*\*\*\*

WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON LOT 8  
BLOCK 3 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) Mike Sturtewagen & Marie Keeley in and to the premises known as Lot 8 Block 3 in Camp Kickapoo, McLean County, Illinois and to the leases thereon executed by the City of Bloomington, Illinois.

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_, Mayor



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

May 17, 2019

Mr. Mike Sturtwagon  
22960 N Ridgewood Lane  
Kildeer, IL 60047

Re: Septic Permit #76-7441  
Parcel #08-06-353-008  
Lot 150, Lake Bloomington - Kickapoo Subdivision

Dear Mr. Sturtwagon:

On May 15, 2019, this department received a septic system evaluation report from Mr. Rob Williamson, a McLean County licensed private sewage system installer, regarding the above-referenced property. The septic system evaluation was performed on May 13, 2019 and the following deficiencies were noted:

- The seepage field has been installed up to 12" deeper than allowed by current code. This may remain as is until the septic system is repaired or replaced.
- The seepage field is a minimum of 117 square feet too small. This may remain as is until the septic system is repaired or replaced.

In summary, the septic system was installed in 1976 and is now approximately 43 years old. This office considers the average life expectancy of a septic system to be 20 to 25 years. The property has been used seasonally and may evaluate differently under normal use conditions.

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

If you have any questions, please contact Mr. Jared Johnson, of this department, at (309) 888-5482.

Respectfully,

Thomas J. Anderson  
Director of Environmental Health

cc: Mr. Rob Williamson, Williamson Excavating, LLC  
Mr. Joe Darter  
Mr. Jeffrey Drake

TJA:AC:du

AC-0601-19-087

## EVALUATION REPORT FOR A MCLEAN COUNTY PRIVATE SEWAGE DISPOSAL SYSTEM

Log #: \_\_\_\_\_

Date Received: \_\_\_\_\_

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

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

**1. Current Owner Information:**Name: Mike SturtewagonAddress: 22960 N Ridgewood Lane  
Kildeer, IL 60047Phone #: Day 773-849-7552 Home - -**2. Requestor Information:**Name: Jeffrey DrakeAddress: 25698 Arrowhead Lane  
Hudson, IL 61748Phone #: Day - - Home - -**3. Property Information:**Parcel Number (Tax ID): ( ) 08-06-353-008 Date Evaluation Performed: 05-13-19Address of property evaluated: 25642 Arrowhead Ln Hudson Sub. & Lot: \_\_\_\_\_Permit available from Health Dept.: Yes  No  Permit #: 76-7441**4. Interview Information:**Person interviewed: Mike SturtewagonOriginal owner: Yes  No Age of home (years): 43Intended for seasonal use: Yes  No Date last occupied: currentlyNumber of occupants: 3Has tank ever been pumped: Yes  No If yes, how often: 2 yrs ago**5. Interior Evaluation:**Number of bedrooms: 3Garbage disposal: Yes  No Toilet tanks and other fixtures have evidence of leakage or overflow: Yes  No Water softener discharges to: n/aClothes washer discharges to: septicDishwasher discharges to: septicHot tub discharges to: n/a

Basement plumbing fixtures:

Discharge locations:

a. n/a

a. \_\_\_\_\_

b. \_\_\_\_\_

b. \_\_\_\_\_

c. \_\_\_\_\_

c. \_\_\_\_\_

d. \_\_\_\_\_

d. \_\_\_\_\_

Basement floor drains discharge to: n/aGarage floor drains discharge to: n/aSump pit/pump discharges to: ground surfaceDownspouts 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 <input type="checkbox"/>	Yes	No	Tank Two: N/A <input checked="" type="checkbox"/>	Yes	No
Depth of soil to top of tank: 26 inches			Depth of soil to top of tank: _____ inches		
Tank has access within 12" of ground surface	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tank has access within 12" of ground surface	<input type="checkbox"/>	<input type="checkbox"/>
Size: 1600 gallons Type:			Size: _____ gallons Type:		
Meets current code:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Meets current code:	<input type="checkbox"/>	<input type="checkbox"/>
Tank lids in good condition:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tank lids in good condition:	<input type="checkbox"/>	<input type="checkbox"/>
Inlet baffle in good condition:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Inlet baffle in good condition:	<input type="checkbox"/>	<input type="checkbox"/>
Evidence of solids on inlet baffle:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evidence of solids on inlet baffle:	<input type="checkbox"/>	<input type="checkbox"/>
Outlet baffle in good condition:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Outlet baffle in good condition:	<input type="checkbox"/>	<input type="checkbox"/>
Evidence of solids on outlet baffle:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evidence of solids on outlet baffle:	<input type="checkbox"/>	<input type="checkbox"/>
Water standing in outlet:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water standing in outlet:	<input type="checkbox"/>	<input type="checkbox"/>
Water level below outlet:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water level below outlet:	<input type="checkbox"/>	<input type="checkbox"/>
Tank needs to be pumped:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Tank needs to be pumped:	<input type="checkbox"/>	<input type="checkbox"/>
Outlet device/filter on tank:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Outlet device/filter on tank:	<input type="checkbox"/>	<input type="checkbox"/>
Type:			Type:		
Back flow into tank from system after pumping:			Back flow into tank from system after pumping:		
Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>			Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>		

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

Depth to top of field: 30 inches to 36 inches

Square feet of field: 483 square feet

Meets current code sizing requirements:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Seepage standing on ground surface:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Lush vegetation or saturated soil on or near seepage field area:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Evidence that water has ponded over seepage field or the soil is saturated:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Solids or "carry over" material present in the rock or bedding material:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Depth of water in trench : <u>0 inches</u>		

**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 <input type="checkbox"/>	No <input type="checkbox"/>
--	------------------------------	-----------------------------

**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:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Seepage standing on ground surface:	<input type="checkbox"/>	<input type="checkbox"/>
Lush vegetation or saturated soil on or near seepage bed area:	<input type="checkbox"/>	<input type="checkbox"/>
Evidence water has ponded over seepage bed or is soil saturated:	<input type="checkbox"/>	<input type="checkbox"/>
Solids or "carry over" material present in the rock or bedding material:	<input type="checkbox"/>	<input type="checkbox"/>
Depth of water in bed : _____ inches		

**E. SAND FILTER -- This Section N/A**

Minimum soil cover depth to top of sand filter: \_\_\_\_\_ inches

Square feet of sand filter: \_\_\_\_\_ square feet

Is water standing in the distribution pipes or in the rock that surrounds the pipe:

Meets current code sizing requirements:

Seepage standing on ground surface over filter:

Lush vegetation on or near sand filter:

Evidence if water has ponded over sand filter:

Sand filter vented as required:

Vent in good repair:

Chlorinator with screw on cap present:

Chlorinator tube with corrosion resistant handle present:

Evidence of chlorination:

Evidence of restricted flow in chlorinator:

Sample port with screw on cap present:

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

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

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

Pump chamber an approved design:

Chamber volume 1.5 times the daily flow:

Is there a dual pump:

Alarm present:

Alarm location: \_\_\_\_\_

Alarm properly working with audio and visual functions:

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

**G. AEROBIC UNIT -- This Section N/A**

Manufacturer: \_\_\_\_\_ Model number: \_\_\_\_\_

Size of unit: \_\_\_\_\_ gallons

Pump running at time of inspection:

Current maintenance contract in place:

Who is maintenance contract with: \_\_\_\_\_

Alarm present:

Alarm location: \_\_\_\_\_

Alarm properly working with audio and visual functions:

Unit discharges to: Seepage field  Seepage bed  Sand filter  Other: \_\_\_\_\_

If other, what method of chlorination is used: \_\_\_\_\_

Chlorinator with screw on cap present:

Chlorinator tube with corrosion resistant handle present:

Evidence of chlorination:

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

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

**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 <input type="checkbox"/>	*Geothermal unit to: N/A <input type="checkbox"/>	*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 <input type="checkbox"/>	
Septic tank: _____ feet	Septic tank: _____ feet	
Seepage system: _____ feet	Seepage system: _____ feet	
Sand filter: _____ feet	Sand filter: _____ feet	
Effluent tile: _____ feet	Effluent tile: _____ feet	
Effluent discharge: _____ feet	Effluent discharge: _____ feet	
Aerobic unit: _____ feet	Aerobic unit: _____ feet	

Comments:

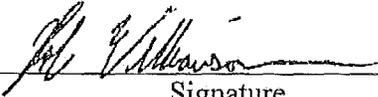
This section is to include any maintenance (pumping) repairs or problems in the history of the septic system. Write any observations and/or conclusions made by probing or excavating the seepage field or sand filter. A serial distribution system must include the condition of each level of field or trench.

*The septic tank does not need to be pumped at this time but it should be checked regularly and pumped as needed in the future. The seepage field is deeper than what the code allows and it is undersized for this house. This septic system does appear to be functioning at this time. This house has been used seasonally and could evaluate differently under normal full time use. The average life of a septic system is about 25 years. This septic system is 43 years old.*

This is the condition I found the septic system on this day. This evaluation is not and should not be considered a guarantee nor does it imply warranty of how the sewage disposal system may function at any time in the future.

*Rob Williamson*

\_\_\_\_\_  
Inspector's Name (print)

  
\_\_\_\_\_  
Signature

*05-14-19*

\_\_\_\_\_  
Date

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the \_\_\_\_\_ day of \_\_\_\_\_,

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

(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 \_\_\_\_\_, 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 8 in Block 3 in Camp Kicapoo 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

P.O. Box 319  
Hudson, IL. 61748  
Jeffrey G. Drake

Lessee Billing Address

Jeffrey G. Drake  
P.O. Box 319  
Hudson, IL, 61748

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

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

-Lessor-

-Lessee-

CITY OF BLOOMINGTON

By: \_\_\_\_\_  
Its Mayor

\_\_\_\_\_

Attest:  
  
\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
\_\_\_\_\_

LAKE BLOOMINGTON LEASE

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8. GARBAGE. City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.
9. ASSIGNMENT. Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.
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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

Jeffrey G. Drake  
P.O. Box 319  
Hudson, IL. 61748

Lessee Billing Address

Jeffrey G. Drake  
P.O. Box 319  
Hudson, IL. 61748

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

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

-Lessor-

-Lessee-

CITY OF BLOOMINGTON

By: \_\_\_\_\_  
Its Mayor

\_\_\_\_\_

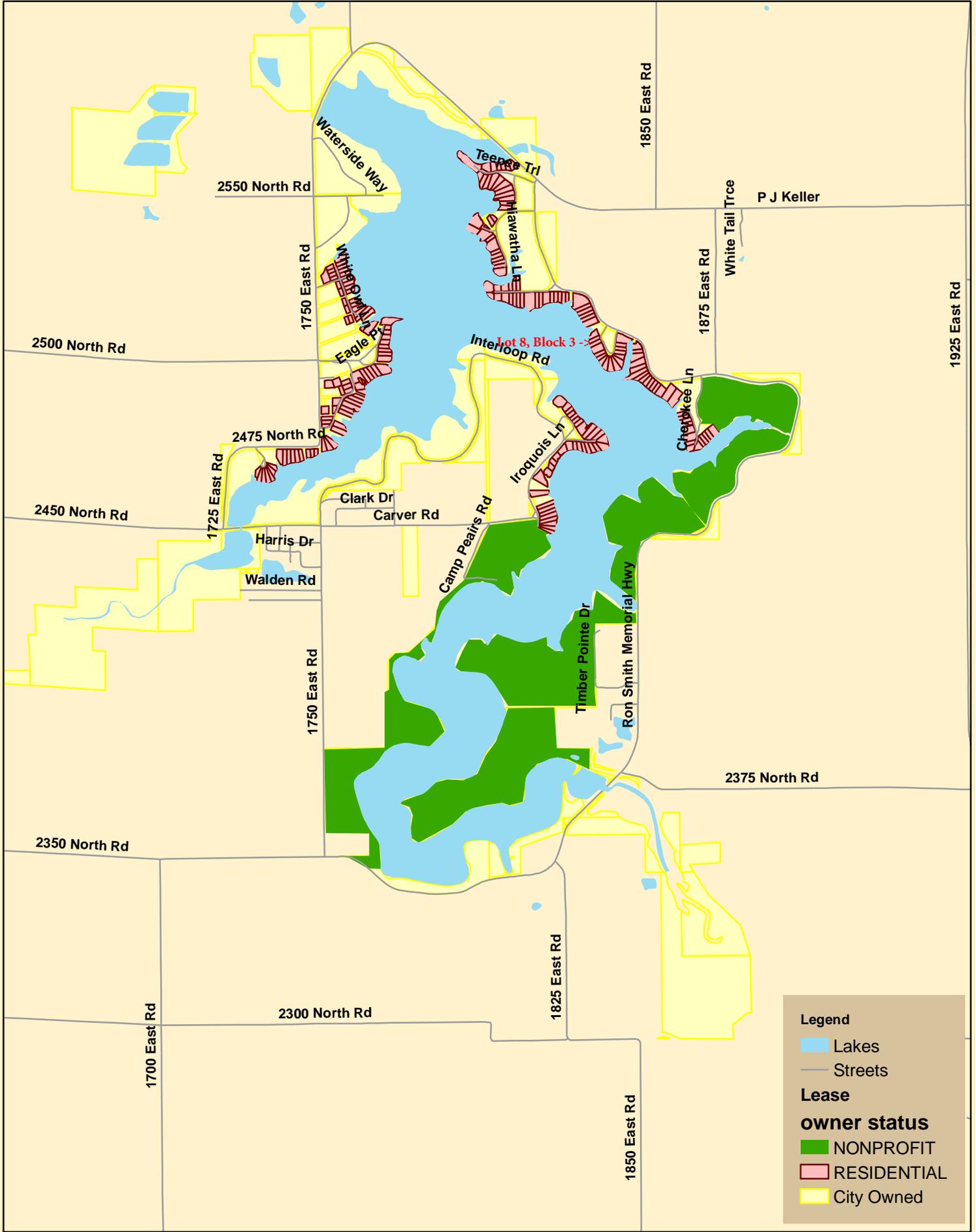
Attest: \_\_\_\_\_  
\_\_\_\_\_

City Clerk

# Lake Bloomington Lease Map



DATE 06/01/2010  
Public Works Department



**Legend**

- Lakes (light blue)
- Streets (grey line)

**Lease owner status**

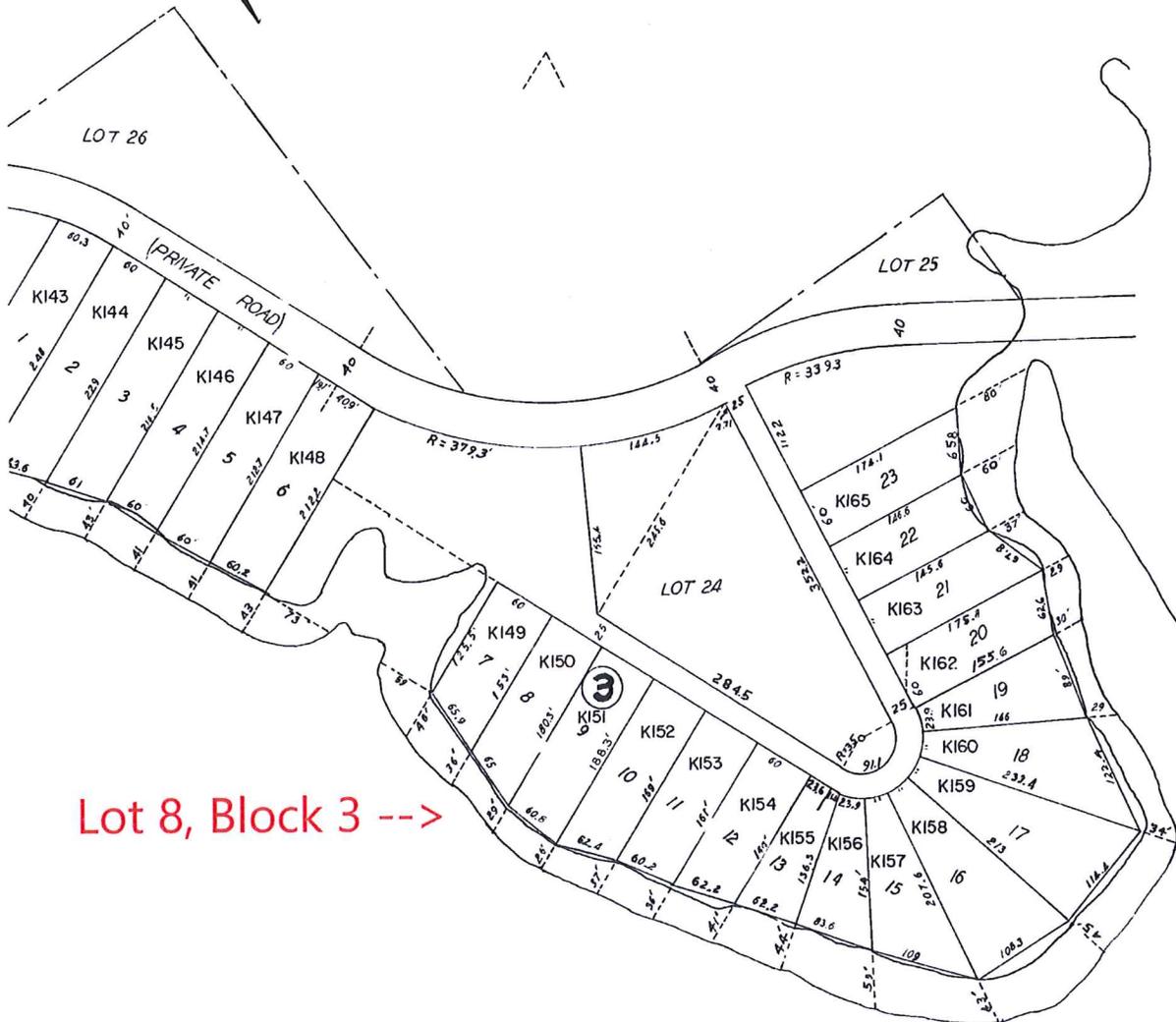
- NONPROFIT (green)
- RESIDENTIAL (pink)
- City Owned (yellow)

# CAMP KICKAPOO

## ON EAST SHORE OF LAKE BLOOMINGTON



K113 = MAILING ADDRESS 1/86



Lot 8, Block 3 -->

# Lot 8 Block 3 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.

0 0.00350.007 0.014 mi







CONSENT AGENDA ITEM NO. 7L

**FOR COUNCIL:** June 24, 2019

**SPONSORING DEPARTMENT:** Public Works

**SUBJECT:** Consideration and action to approve a Lake Bloomington Lease Transfer of Lot 20, Block 3, in Camp Kickapoo, from Frederick and Lois Mills to Carol Shepard, together with a Supplemental Lease Agreement to Lake Bloomington Lot Lease, as requested by the Public Works Department.

**RECOMMENDED MOTION:** The proposed Lease Transfer and Supplemental Lease Agreement to Lake Bloomington Lot Lease be approved.

**STRATEGIC PLAN LINK:** Goal 1. Financially sound City providing quality basic services.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 1a. Budget with adequate resources to support defined services and level of services.

**BACKGROUND:** Public Works is recommending the approval of a Petition for the Lake Bloomington Lease Transfer of Lot 20, Block 3, in Camp Potawatomie. This lot has a residence, septic system, landscaping, deck, and dock.



The septic system for the leased premises was installed in 1978, and is now approximately 41 years old. The McLean County Health Department considers the average life expectancy of a septic system to be 20-25 years. The sewage disposal system letter from the McLean County Health Department was completed on May 17, 2019. This letter provides regulation requirements for surface discharging septic installations.

A licensed septic system inspector, Kenneth Koons, inspected the septic system on May 09, 2019, and found the septic system to be in need of repair.

The proposed lessee will enter into a Supplemental Lease Agreement to the Lake Bloomington Lot Lease regarding the septic system. The following repairs must be completed within six (6) months of transfer:

1. Lessee shall correct the discharge of the clothes washer so that the clothes washer discharges into the septic system.

2. The dewatering system must be directed away from the septic system.
3. The septic tank must be pumped.
4. Access to the inlet of the septic tank must installed.
5. The pump chamber must have duel pumps installed that provides for adequate reserve volume above the pumping level of the chamber.
6. The bottom of the pump chamber must be repaired.

It should be noted that at the time of the preparation of this memorandum, many, if not all, of the above repairs have been completed.

Staff has investigated the property and found no ordinance violations for the subject property.

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. The lessee must apply for a permit in order to keep the dock in compliance with the ordinance.

**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 for determining the Lake Lease Fee. With the current lease rate formula of \$0.40 per \$100.00 Equalized Assessed Value this lease will generate about \$486.66 per year in lease income in addition to \$128.28 for lot garbage pickup. This lake lease income will be posted to the Lake Maintenance-Lease Income account (5010014-57590). Stakeholders can locate this in the FY 2020 Proposed Budget Book titled "Other Funds & Capital Improvements" on page 86.

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

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

Respectfully submitted for Council consideration.

Prepared By: Joseph M. Darter, Property Manager  
Brett Lueschen, Operations Manager  
Michael Hill, Management Analyst

Reviewed By: Jim Karch, P.E., MPA, Director of Public Works

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager  
Scott Rathbun, Finance Director

Legal Review By: George D. Boyle, Assistant Corporation Counsel

Recommended by:



Tim Gleason  
City Manager

**Attachments:**

- PW 4B Current Lease Mills to Shepard Lake Lease Transfer
- PW 4C Property Manager Memo Mills to Shepard Lake Lease Transfer
- PW 4D Petition Mills to Shepard Lake Lease Transfer
- PW 4E MCHD Evaluation Mills to Shepard Lake Lease Transfer
- PW 4F Shepard Lease Mills to Shepard Lake Lease Transfer
- PW 4G Supplemental Lease Agreement Mills to Shepard Lake Lease Transfer
- PW 4H Location Map Mills to Shepard Lake Lease Transfer
- PW 4I Unrecorded Plat Map Mills to Shepard Lake Lease Transfer
- PW 4J Structure Map Mills to Shepard Lake Lease Transfer
- PW 4K Photographs Mills to Shepard Lake Lease Transfer
- PW 4L Power Of Attorney Mills to Shepard Lake Lease Transfer

**LAKE BLOOMINGTON LEASE**

THIS LEASE is entered into on the 1st day of January, 1997 between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called "City," and Frederick V. Mills and Lois Mills (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 20 in Block 3 in Camp Kickapoo, according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

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

3. RENT. Lessee shall pay as rent yearly on or before the 1st day of January of each year an amount calculated in the following manner:

Rent shall be charged at the rate of 15¢ (.15) per \$100 of equalized assessed valuation for said premises, including improvements, as established by the Supervision of Assessments of McLean County. Equalized Assessed Valuation shall be the final assessed valuation of the Supervisor of Assessments after any multipliers have been applied by the Supervisor of Assessments or the Department of Revenue of the State of Illinois. Rent shall be based on the last Equalized Assessed Valuation so determined and shall be adjusted annually in accordance with the above formula. Lessee shall be notified not later than November 1 of each year as to the amount of rent that will be due on the following January 1.

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

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

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

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

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

9. ASSIGNMENT. Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not unreasonably withhold its consent to an assignment or transfer of this Lease to the spouse of Lessee or to a corporation or other legal entity controlled by Lessee or Lessee's spouse. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.

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

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

access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.

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

13. DEFAULT. If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely be cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then 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. EMINENT DOMAIN. If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between City and Lessee as follows:

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

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

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

City

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

Lessee

Mr. & Mrs. Fred Mills  
RR 2 Box 60-A  
Hudson, IL 61748

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

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

-Lessor-

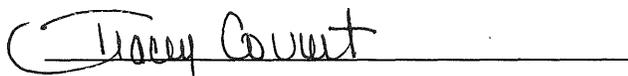
-Lessee-

CITY OF BLOOMINGTON

By:

  
Its Mayor

Attest:

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

\_\_\_\_\_

**MEMO**

To: Jim Karch, Director of Public Works

From: Joseph M. Darter, Property Manager

Date: May 27, 2019

Re: Lot 20, Block 3 Camp Kickapoo Lease Transfer

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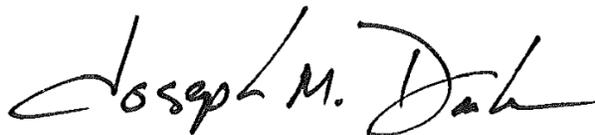
A petition and Lake Lease Transfer request has been submitted for Lot 1 in Block 21 in Camp Potawatomie, from Vicken and Sally Chalian to the petitioner, Mark and Karen Oostman.

EAV for this property is \$121,666.00. The Lake Lease is currently at a rate of \$0.15 per \$100.00 of EAV. The Lake Lease rate will increase to \$0.40 per \$100.00 of EAV.

This petition will have a financial impact in that the current lease uses the current formula of \$0.40 per \$100.00 Equalized Assessed Value for determining the Lake Lease Fee. With the current lease rate formula of \$0.40 per \$100.00 Equalized Assessed Value this lease will generate about \$486.66 per year in lease income in addition to \$128.28 for lot garbage pickup. This lake lease income will be posted to the Lake Maintenance-Lease Income account (5010014-57590).

If you have any questions, please feel free to contact me directly.

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) 434-2951 | Email: [jdarter@cityblm.org](mailto:jdarter@cityblm.org)

LAKE BLOOMINGTON LEASE TRANSFER PETITION

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

Lot 20 Block 3 of Camp KICKAPOO

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

From: LOIS MILLS (Sellers Name)

To: CAROL C. SHEPARD (Buyers Name)

X Sue Rock dotloop verified 05/29/19 7:10 PM CDT JV8X-9A88-PCW1-KEST (Signatures of Seller)

\*\*\*\*\*

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

Now comes CAROL C. SHEPARD (Buyer) and re-

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

LOIS MILLS (Seller) In and

to the Lease made on the (Date) 5/11/87 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)

LOIS MILLS

has executed deed of transfer of their interest in said premises and an assignment of the Leases therefore your petitioner.

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

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

Respectfully submitted,

X Carol C. Shepard dotloop verified 05/30/19 12:39 PM CDT TDWC-64RZ-5614-GA4K (Signature of Buyer(s))

\*\*\*\*\*

WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON LOT 20 BLOCK 3 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) LOIS MILLS in and to the premises known as Lot 20 Block 3 in Camp KICKAPOO, McLean County, Illinois and to the leases thereon executed by the City of Bloomington, Illinois.

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_, Mayor



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

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May 17, 2019

Mr. Frederick Mills  
25306 Arrowhead Lane  
Hudson, IL 61748

Re: Septic Permit #78-7442  
Parcel #08-06-353-019  
Lot 20, Lake Bloomington – Kickapoo Subdivision

Dear Mr. Mills:

On May 10, 2019, this department received a septic system evaluation report from Mr. Kenneth Koons, a McLean County licensed private sewage system installer, regarding the above-referenced property. The septic system evaluation was performed on May 8, 2019 and the following deficiencies were noted:

- The water softener, clothes washer and dewatering system discharge to a pit which discharges into the septic system. This pit is not designed to be a sewage ejector. The clothes washer must discharge to the septic system. The dewatering system must be directed away from the septic system. This must be corrected.
- The septic tank does need to be pumped at this time. This department recommends the septic tank be pumped every three to five years. If the tank is not properly pumped to remove accumulated solids, the solids will start to bypass the baffles in the tank and cause rapid failure of the septic system.
- A deck has been installed over the inlet of the septic tank. This department recommends that access be provided to the tank for maintenance and evaluation of the tank.
- The seepage field is installed up to 4" deeper than allowed by current code. This may remain as is until the septic system is repaired or replaced.
- The pump chamber does not have dual pumps or adequate reserve volume above the pumping level of the chamber.

Mr. Frederick Mills  
May 17, 2019  
Page 2

- The bottom of the pump chamber is not in good condition. This must be repaired or replaced.
- The pump in the pump chamber does not appear to be functioning properly. The condition of the pump must be determined and the issue must be corrected.
- The alarm for the pump system is located in the garage. This may remain as is until the septic system is repaired or replaced.

In summary, the septic system was installed in 1978 and is now approximately 41 years old. This office considers the average life expectancy of a septic system to be 20 to 25 years. The property has been vacant and may evaluate differently under normal use conditions.

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

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

Respectfully,



Thomas J. Anderson  
Director of Environmental Health

cc: Mr. Kenneth Koons, Koons Construction, Inc.  
Mr. Joe Darter  
Ms. Carol Shepard

TJA:AC:du

# 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: Anne Bliss - Realtor / Frederick V. Mills  
 Address: 25306 Arrowhead Lane  
Hudson, IL 61748  
 Phone #: Day: (309) 225-2603 Home: \_\_\_\_\_

**2. Requestor Information:**

Name: Carol Shepard c/o Donna Esperson  
 Address: 12 Sunset Rd  
Bloomington, IL 61701  
 Phone #: Day: 309-275-1248 Home: \_\_\_\_\_  
 Donna Esperson Realtor - (309) 275-1248  
 Donna.Esperson@gmail.com

**3. Property Information:**

Parcel Number (Tax ID): 08-06-353-019 Date Evaluation Performed: 5-8-19  
 Address of property evaluated: 25306 Arrowhead Ct. Hudson IL 61748 Sub. & Lot: Camp Rockwood Lot #20  
 Permit available from Health Dept.: Yes  No  Permit Number: 78-7442

**4. Interview Information:**

Person interviewed: Anne Bliss - Realtor Original owner: Yes  No   
 Age of home (years): 1978 - 38 yrs old Intended for seasonal use: Yes  No   
 Date last occupied: 2016 - vacant 3 yrs Number of occupants: 1  
 Has tank ever been pumped: Yes  No  N/A If yes, how often: N/A (needs pumped now / over 50' solids)

**5. Interior Evaluation:**

Number of bedrooms: (4) Garbage disposal: Yes  No   
 Toilet tanks and other fixtures have evidence of leakage or overflow: Yes  No   
 Water softener discharges to: pump to septic tank Clothes washer discharges to: pump to septic tank  
 Dishwasher discharges to: septic Hot tub discharges to: NONE  
 Basement plumbing fixtures: Discharge locations:  
 a. A/C condensate a. pump to septic tank  
 b. \_\_\_\_\_ b. \_\_\_\_\_  
 c. \_\_\_\_\_ c. \_\_\_\_\_  
 d. \_\_\_\_\_ d. \_\_\_\_\_  
 Basement floor drains discharge to: NONE Garage floor drains discharge to: NONE  
 Sump pit/pump discharges to: Drainwatering system to sump pit to septic tank Downspouts discharge to: lined to lake - OK

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 <input type="checkbox"/>	Yes	No	Tank Two: N/A <input checked="" type="checkbox"/>	Yes	No
Depth of soil to top of tank: <u>8 1/2</u> inches			Depth of soil to top of tank: _____ inches		
Tank has access within 12" of ground surface: <input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tank has access within 12" of ground surface: <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Size: <u>1600</u> gallons Type: <u>Concrete</u>			Size: _____ gallons Type: _____		
Meets current code: <input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Meets current code: <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tank lids in good condition: <input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tank lids in good condition: <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Inlet baffle in good condition: <u>camera used (Not Accessible)</u> <input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Inlet baffle in good condition: <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Evidence of solids on inlet baffle: <input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evidence of solids on inlet baffle: <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Outlet baffle in good condition: <input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Outlet baffle in good condition: <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Evidence of solids on outlet baffle: <input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evidence of solids on outlet baffle: <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water standing in outlet: <input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water standing in outlet: <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water level below outlet: <input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water level below outlet: <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tank needs to be pumped: <u>50% full</u> <input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tank needs to be pumped: <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Outlet device/filter on tank: <input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Outlet device/filter on tank: <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Type: _____			Type: _____		
Back flow into tank from system after pumping: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>			Back flow into tank from system after pumping: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>		

B. SEEPAGE FIELD -- This Section N/A

Depth to top of field: 15" inches to 28" inches  
 Square feet of field: 1002 square feet

	Yes	No
Meets current code sizing requirements:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Seepage standing on ground surface:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Lush vegetation or saturated soil on or near seepage field area:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Evidence that water has ponded over seepage field or the soil is saturated:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Solids or "carry over" material present in the rock or bedding material:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Depth of water in trench: <u>0"</u> inches <u>* Vacant for 3 years</u>		

3 probes checked clean  
\* Heavy tree growth over effluent pipe to field

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

	Yes	No
Are the serial distribution relief or "step-down" pipes in compliance with Section 905.60 (d) of the code?	<input type="checkbox"/>	<input type="checkbox"/>

D. SEEPAGE BED -- This Section N/A

Depth to top of bed: \_\_\_\_\_ inches to \_\_\_\_\_ inches  
 Square feet of bed: \_\_\_\_\_ square feet

	Yes	No
Meets current code sizing requirements:	<input type="checkbox"/>	<input type="checkbox"/>
Seepage standing on ground surface:	<input type="checkbox"/>	<input type="checkbox"/>
Lush vegetation or saturated soil on or near seepage bed area:	<input type="checkbox"/>	<input type="checkbox"/>
Evidence water has ponded over seepage bed or is soil saturated:	<input type="checkbox"/>	<input type="checkbox"/>
Solids or "carry over" material present in the rock or bedding material:	<input type="checkbox"/>	<input type="checkbox"/>
Depth of water in the bed: _____ inches		

**E. SAND FILTER -- This Section N/A**

Minimum soil cover depth to top of sand filter: \_\_\_\_\_ inches

Square feet of sand filter: \_\_\_\_\_ square feet

Is water standing in the distribution pipes or in the rock that surrounds the pipe:

Yes No

Meets current code sizing requirements:

Seepage standing on ground surface over filter:

Lush vegetation on or near sand filter:

Evidence if water has ponded over sand filter:

Sand filter vented as required:

Vent in good repair:

Chlorinator with screw on cap present:

Chlorinator tube with corrosion resistant handle present:

Evidence of chlorination:

Evidence of restricted flow in chlorinator:

Sample port with screw on cap present:

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

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

★ Pump chamber an approved design:

Yes No

Chamber volume 1.5 times the daily flow:

★ Is there a dual pump:

Alarm present:

★ Alarm location: Garage - inside

Alarm properly working with audio and visual functions:

**G. AEROBIC UNIT -- This Section N/A**

Manufacturer: \_\_\_\_\_

Model number: \_\_\_\_\_

Size of unit: \_\_\_\_\_ gallons

Yes No

Pump running at time of inspection:

Current maintenance contract in place:

Who is maintenance contract with: \_\_\_\_\_

Alarm present:

Alarm location: \_\_\_\_\_

Alarm properly working with audio and visual functions:

Unit discharges to: Seepage field  Seepage bed  Sand filter  Other: \_\_\_\_\_

If other, what method of chlorination is used: \_\_\_\_\_

Chlorinator with screw on cap present:

Chlorinator tube with corrosion resistant handle present:

Evidence of chlorination:

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

Attached

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: <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Geothermal unit to: <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Building to:
<sup>old well</sup> Septic tank: <u>over 100'</u> feet Seepage system: <u>75'</u> feet Sand filter: _____ feet Effluent tile: _____ feet Effluent discharge: _____ feet Geothermal unit: _____ feet Aerobic unit: _____ feet	Septic tank: _____ feet Seepage system: _____ feet Sand filter: _____ feet Effluent tile: _____ feet Effluent discharge: _____ feet Aerobic unit: _____ feet	Septic tank: <u>5'</u> feet Seepage system: <u>65'</u> feet Sand filter: _____ feet Effluent tile: _____ feet Effluent discharge: _____ feet Geothermal unit: _____ feet Aerobic unit: _____ feet
Water line to:	Body of water to: <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	
Septic tank: <u>15'</u> feet Seepage system: <u>25'</u> feet Sand filter: _____ feet Effluent tile: <u>sloved</u> feet Effluent discharge: _____ feet Aerobic unit: _____ feet	Septic tank: <u>over 75'</u> feet Seepage system: <u>over 100'</u> feet Sand filter: _____ feet Effluent tile: _____ feet Effluent discharge: _____ feet Aerobic unit: _____ feet	

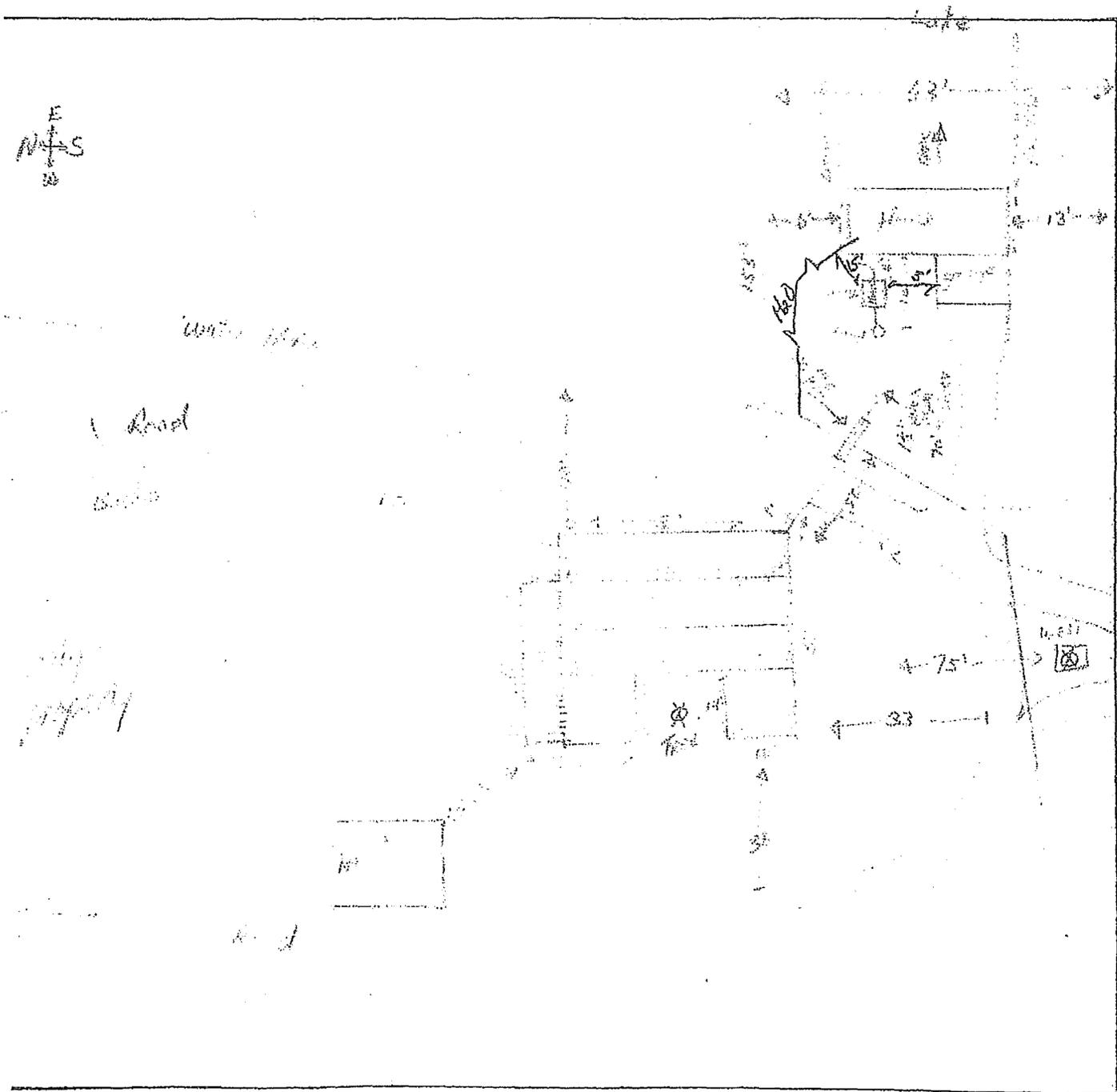
APPLICANT

INSPECTOR'S USE ONLY

K-162

- Floor drain(s) discharge to \_\_\_\_\_
- Water Softener discharges to \_\_\_\_\_
- Ft. Tile discharges to \_\_\_\_\_
- Clothes Washer discharges to \_\_\_\_\_
- Sump pump(s) discharge to \_\_\_\_\_
- \_\_\_\_\_ 4-26-77 KK
- Other \_\_\_\_\_

Permit # 82-10  
 Owner Orville Asper  
 Installer B. H. & P. Watkins  
 Tank Size Pen. Mfg. 1600  
 Sq. Ft. of Bed or S.F. 1002  
 Date of Inspection 11/3/78  
 Inspector TS.



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.

On 5-8-19 I, Kenneth D. Koons, inspected the septic system at 25306 Arrowhead Ct Hudson, IL 61748. Upon Day of inspection System was operating properly at this time - (Note property vacant for 3 years & may operate differently under normal use) All discharges from house to correct locations (Freshwater not recommended to septic from Rewatering system but OK), Septic tank baffles & levels looked good. Pump chamber showed no Dual Pump & Tank was Dry, recommend Sealing bottom of Tank & Dual pump installed with exterior Alarm to pass current code. Also Note that existing pump seemed to not be operating properly & should be replaced. Septic Tank undersized by 400 gallons - OK till replacement. Septic Tank Does need pumped at this time. Septic Tank inlet access Not accessible (under Deck) so tank was camera'd. Septic Field probed in 3 area - checked clean rock & dry trenches, Seepage bed in common area of city property. Septic Line from pump tank to Field goes through large tree growth area - roots could be a concern down the road. Pump inside being used as a sewage ejector pump should have a sealed lid on it, (to be done by interior plumber)

This is the condition I found the septic system on this day. This evaluation is not and should not be considered a guarantee of how the sewage disposal system may function at any time in the future.

Kenneth D. Koons

Inspector Name (print)



Signature

5-9-19

Date

OFFICE COPY  
PERMIT TO CONSTRUCT A PRIVATE SEWAGE DISPOSAL SYSTEM

5574

McLEAN COUNTY HEALTH DEPARTMENT  
401 West Virginia Avenue  
Normal, Illinois 61761  
Phone - 829-3363

78-7142  
PERMIT NO. 8210 DATE June 1, 1978 INSTALLER Billie D. Watkins  
NAME Orville Asper ADDRESS R. R. #2, Chenoa, Illinois

Orville Asper has this day been granted a Permit to install  
a septic tank and disposal field on premises  
located at K-162, Camp Kickapoo, Lake Bloomington Lot 20, Bk 3

05-06 353-019

This permit is issued with the understanding that the applicant shall comply with all of the provisions set forth in the McLean County Sewage Disposal Resolution. If it is necessary to deviate from the plans in the application, such changes shall be submitted to the McLean County Health Department for approval prior to installation. Variations from the original application, made without authorization, shall be considered in violation of the Sewage Disposal Regulation of McLean County and will be dealt with in accordance to Article VII, Section 2 of said Regulations.

APPROVED BY:

John Berger  
Sanitarian

Benny Boyd  
Director

DATE of final inspection 11/3/78

John Stecker  
Inspecting Officer

IMPORTANT NOTICE - PLEASE READ

The above Permit, installation and design of the system are based upon 3 bedrooms, a submitted percolation test of 240 minutes per 6 inches and normal household fixture use ~~with~~ without garbage disposal.

The tank(s) should be checked annually and pumped as needed, every 1 to 5 years.

NOTE: THE APPROVAL OF THIS PERMIT AND INSPECTION IN NO WAY GUARANTEES THE SATISFACTORY OPERATION OF THE SYSTEM.

Should you have any questions in regard to this installation and approval, please advise.

Very truly yours,

John M. Hirsch  
John M. Hirsch

Director of Environmental Health

JMH:jf

cc: County Department of Building and Zoning  
City of Bloomington  
Billie D. Watkins

McLEAN COUNTY HEALTH DEPARTMENT  
 401 West Virginia Avenue  
 Normal, Illinois 61761  
 Telephone 829-3363

APPLICATION FOR PERMIT TO CONSTRUCT A PRIVATE SEWAGE DISPOSAL SYSTEM  
 (Complete in Duplicate)

Date: JUNE 1 - 78

Permit is hereby requested to:  
 (Circle applicable words)

install  
 or  
 repair

septic tank disposal field  
 sand filter  
 other (identify) \_\_\_\_\_

Will the house have a garbage Disposal? Yes \_\_\_\_\_ No X

NAME (Owner) ORVILLE ASPER Tel. No. 945 7596  
 PRESENT ADDRESS R.R. 2 CHANOA ILL  
 ADDRESS or LOT NO. of PROPOSED SYSTEM R 1602 LAKE BLOOMINGTON  
 DIRECTIONS TO INSTALLATION SITE \_\_\_\_\_

Minimum Septic Tank Size Requirements: (Circle applicable gal. capacity)

Number of Bedrooms	Without Garbage Disposal	or	With Garbage Disposal
<u>2 or less</u>	750 gal.	or	<u>1,250 gal.</u>
3	1,000 gal.	or	1,500 gal.
4	1,250 gal.	or	1,875 gal.
5	1,500 gal.	or	2,250 gal.

When a garbage disposal is planned, two (2) tanks in a series or an approved tank with two (2) compartments is recommended.

Percolation Test: 1 2 3 4 Test Hole Number (Locate on Plot Plan)  
245 240 Minutes required for last 6" to seep away

AVERAGE TIME 240

(Circle applicable figures for your test average)

Average Time for last 6"	Square feet of absorption area required per Bedroom
30	130
60	165
90	210
120	235
150	265
180	290
<u>240</u>	<u>320</u>
300	350
360	385

Over 360 Alternative system shall be installed.

Multiply 320 X 2 = 640  
 sq. ft. per bedroom Number of bedrooms Total sq. ft. required

Percolation tests made and compiled by:

Installer: Bella P. Washburn

Name Bella P. Washburn

Address R.R. 1 Ashburn Ill

Date 5 - 30 - 78

Orville Asper Estate

Signature of Owner

Orville W. Asper

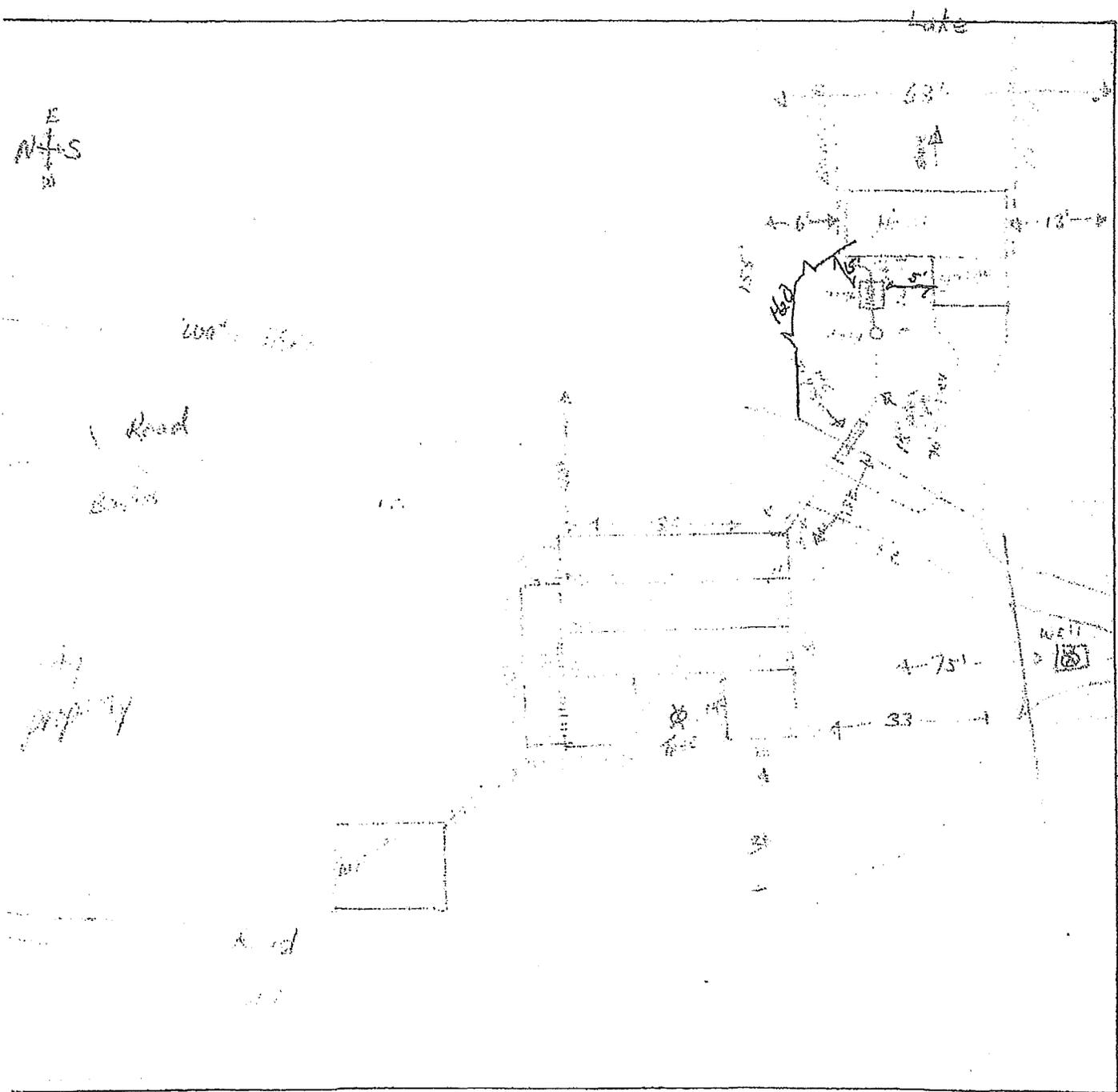
APPLICANT

INSPECTOR'S USE ONLY

K-162

- Floor drain(s) discharge to \_\_\_\_\_
- Water Softener discharges to \_\_\_\_\_
- Ft. Tile discharges to \_\_\_\_\_
- Clothes Washer discharges to \_\_\_\_\_
- Sump pump(s) discharge to \_\_\_\_\_  
4-26 9 2K
- Other \_\_\_\_\_

Permit # 8210  
 Owner Orville Asper  
 Installer B. H. & D. Watkins  
 Tank Size Ben. Mfg. 1600  
 Sq. Ft. of Bed or S.F. 1002  
 Date of Inspection 11/3/78  
 Inspector J.S.



INSPECTION FOR A PRIVATE SEWAGE DISPOSAL SYSTEM

INSTALLER Billie D Watkins

PERMIT # 8210

Inspection Points in House - 4-20-77 KK

- |  | Yes                                 | No                       |
|--|-------------------------------------|--------------------------|
| 1. The clothes washer drains to _____  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Do all basement floor drains flow to the Septic Tank? _____<br>If no, explain <u>none</u> | <input type="checkbox"/>            | <input type="checkbox"/> |
| 3. The water softener discharges to <u>none</u>  | <input type="checkbox"/>            | <input type="checkbox"/> |
| 4. a. Sump Pump drains the <u>none</u><br>and discharges to _____                            | <input type="checkbox"/>            | <input type="checkbox"/> |
| b. Sump Pump drains the _____<br>and discharges to _____                                     | <input type="checkbox"/>            | <input type="checkbox"/> |
| 5. Is a garbage disposal present or planned? _____   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. If Disposal is present or planned, is tank(s) correct size? _____                         | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. Does the number of bedrooms correspond to number on Application? _____                    | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

House to Tank Sewer Line

- |  |                                     |                          |
|--|-------------------------------------|--------------------------|
| 1. Is an approved 4" material used for the line? _____ | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Is minimum distance requirement of 5 ft. met? _____ | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Are all joints properly sealed? _____               | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Proper slope? (1/8" /ft. min) _____                 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Septic Tank Inspection

- |   |                                     |                          |
|---|-------------------------------------|--------------------------|
| 1. a. Tank Mfg. & # <u>None</u> b. Size(s) <u>500</u> c. Tank Level? _____                    | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Are the tank inspection holes accessible for inspection? _____                             | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Is the inlet line properly placed in inlet hole? _____                                     | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Is the outlet line properly placed in the outlet hole? _____                               | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Are Tee baffles constructed of approved material (Schedule 40)? _____                      | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Are the concrete baffles tight against walls of tank? _____                                | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. Is the inside of tank clean? _____   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8. Was the underground H <sub>2</sub> O at least 2' below trenches? (Check around tank) _____ | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Effluent Line from Tank to Field or Sand Filter

- |   |                                     |                          |
|---|-------------------------------------|--------------------------|
| 1. Is an approved material used for the line?<br>(Must be Sch 40 or equivalent - No cast iron) _____                    | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Does the line have the proper slope? (3" drop minimum)<br>a. On serial distribution systems? (9" drop minimum) _____ | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Is line installed on 3 ft. of undisturbed earth? _____   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Disposal Field

- |   |                                     |                          |
|---|-------------------------------------|--------------------------|
| 1. Does the number of square feet of disposal field equal or exceed the required amount? _____              | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Is disposal field "level"? (Esp. important on serial dist. system) _____                                 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Is the width of the trenches acceptable? (3' Max.) _____   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Is the depth of the trenches acceptable? _____   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Is an approved type of rock used? _____  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Is an approved material used for the seepage line? _____   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. Are the holes in the tile large enough? (5/8" Min.) _____  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8. If field tile are used, are the tiles properly spaced? (1/4" Min.) _____                                 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9. Is the depth of the rock correct? _____  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 10. Was gravel properly covered with paper, straw, etc.? _____  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 11. Are the lines "tied" together? _____  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 12. Is the bed at least 20' from building? _____  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 13. Is bed at least 10' from property line? <u>on city paper</u>  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 14. Drop Downs - Transit <u>must</u> be used to check elevations  |                                     |                          |
| a. Was invert of the overflow at least 3" lower than invert of tank outlet? <u>Paper used in pit sample</u> | <input type="checkbox"/>            | <input type="checkbox"/> |
| b. Was solid line used for the stepdown? <u>At 20' from tank</u>  | <input type="checkbox"/>            | <input type="checkbox"/> |
| c. Was the stepdown line built on undisturbed earth? _____  | <input type="checkbox"/>            | <input type="checkbox"/> |

Sand Filter

Yes

1. Does the number of square feet equal or exceed the required amount? \_\_\_\_\_
2. Was an approved material used for the collection line? \_\_\_\_\_
3. Did the collection line have the proper amount of slope? (3"/50 ft.) \_\_\_\_\_
4. Was an approved filter sand used? \_\_\_\_\_
5. Were the required amounts of sand and gravel used? \_\_\_\_\_
6. Was an approved material used for the distribution lines? \_\_\_\_\_
7. Was a vent pipe installed? \_\_\_\_\_
8. Is a sand filter at least 10' from property line? \_\_\_\_\_
9. Is chlorinator of an approved design and properly installed? \_\_\_\_\_
10. What type of chlorinator was installed? \_\_\_\_\_
11. Is holding chamber of approved design and capacity? (50 gal.) \_\_\_\_\_
12. Where does holding chamber drain? \_\_\_\_\_
13. Was top layer of gravel properly covered? \_\_\_\_\_

Water Supply

1. Is well or cistern at least 50' from tank and 75' from field bed? \_\_\_\_\_
2. Is water line at least 10' from sewer line and tank? \_\_\_\_\_
3. Is water line at least 25' from field bed or sand filter? \_\_\_\_\_

Miscellaneous

1. Are neighboring wells 75' or more from system? \_\_\_\_\_
2. Are the downspouts directed away from the system? \_\_\_\_\_
3. Have the proper materials been used for any lines that are under drives parking areas, etc. (Sch 40 or equivalent) \_\_\_\_\_
4. Are directions, distances from tank and field to wells, house, water lines, property lines, streams, lakes, etc. indicated on layout drawing? \_\_\_\_\_
5. Was installer present at time of inspection? \_\_\_\_\_
6. Was transit (available, used) for checking system? \_\_\_\_\_

COMMENTS:

*see plan*  
*inspected by field*  
*- house not checked 11/2/72*

*Field to be 20' lake*  
*- Downspouts to lake*

*John Stankovic*  
 \_\_\_\_\_  
 Sanitarian

*11/3/72*  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Installer

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2019 between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and CAROL C. SHEPARD

(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 \_\_\_\_\_, 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 20 in Block 3 in Camp KICKAPOO according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City

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

Lessee Name and Mailing Address

CAROL C. SHEPARD  
25306 ARROWHEAD LN  
HUDSON, IL 61748

Lessee Billing Address

CAROL C. SHEPARD  
25306 ARROWHEAD LN  
HUDSON, IL 61748

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

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

-Lessor-

-Lessee-

CITY OF BLOOMINGTON

By: \_\_\_\_\_

Its Mayor

x Carol C. Shepard  
CAROL C. SHEPARD

Attest: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2019 between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and CAROL C. SHEPARD

(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 \_\_\_\_\_, 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 20 in Block 3 in Camp KICKAPOO according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

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

- 3. RENT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Lessee Name and Mailing Address

CAROL C. SHEPARD  
25306 ARROWHEAD LN  
HUDSON, IL 61748

Lessee Billing Address

CAROL C. SHEPARD  
25306 ARROWHEAD LN  
HUDSON, IL 61748

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

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

-Lessor-

-Lessee-

CITY OF BLOOMINGTON

By: \_\_\_\_\_  
Its Mayor

x *Carol C. Shepard*  
CAROL C. SHEPARD

Attest:  
\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
\_\_\_\_\_

SUPPLEMENTAL LEASE AGREEMENT TO LAKE BLOOMINGTON LOT LEASE

This Agreement is entered into by and between the City of Bloomington, McLean County, Illinois, a Municipal Corporation, (hereinafter, "Lessor") and Carol Shepard, (hereinafter, "Lessee") and is intended by the parties to be incorporated into and made a part of the lake lot lease between the parties for Lot 20 in Block 3 in Camp Kickapoo and enforceable under the terms of said lease. The below items must be completed within six (6) months of the parties having entered into the Lease.

1. Lessee shall correct the discharge of the clothes washer so that the clothes washer discharges into the septic system.
2. The dewatering system must be directed away from the septic system.
3. The septic tank must be pumped.
4. Access to the inlet of the septic tank must be installed.
5. The pump chamber must have dual pumps installed that provides for adequate reserve volume above the pumping level of the chamber.
6. The bottom of the pump chamber must be repaired.
7. Lessee shall apply for a Lake Bloomington Boat Dock Permit.
8. 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 the terms of the lease.

LESSOR:

City of Bloomington  
A Municipal Corporation

By: \_\_\_\_\_  
Tari Renner, Mayor

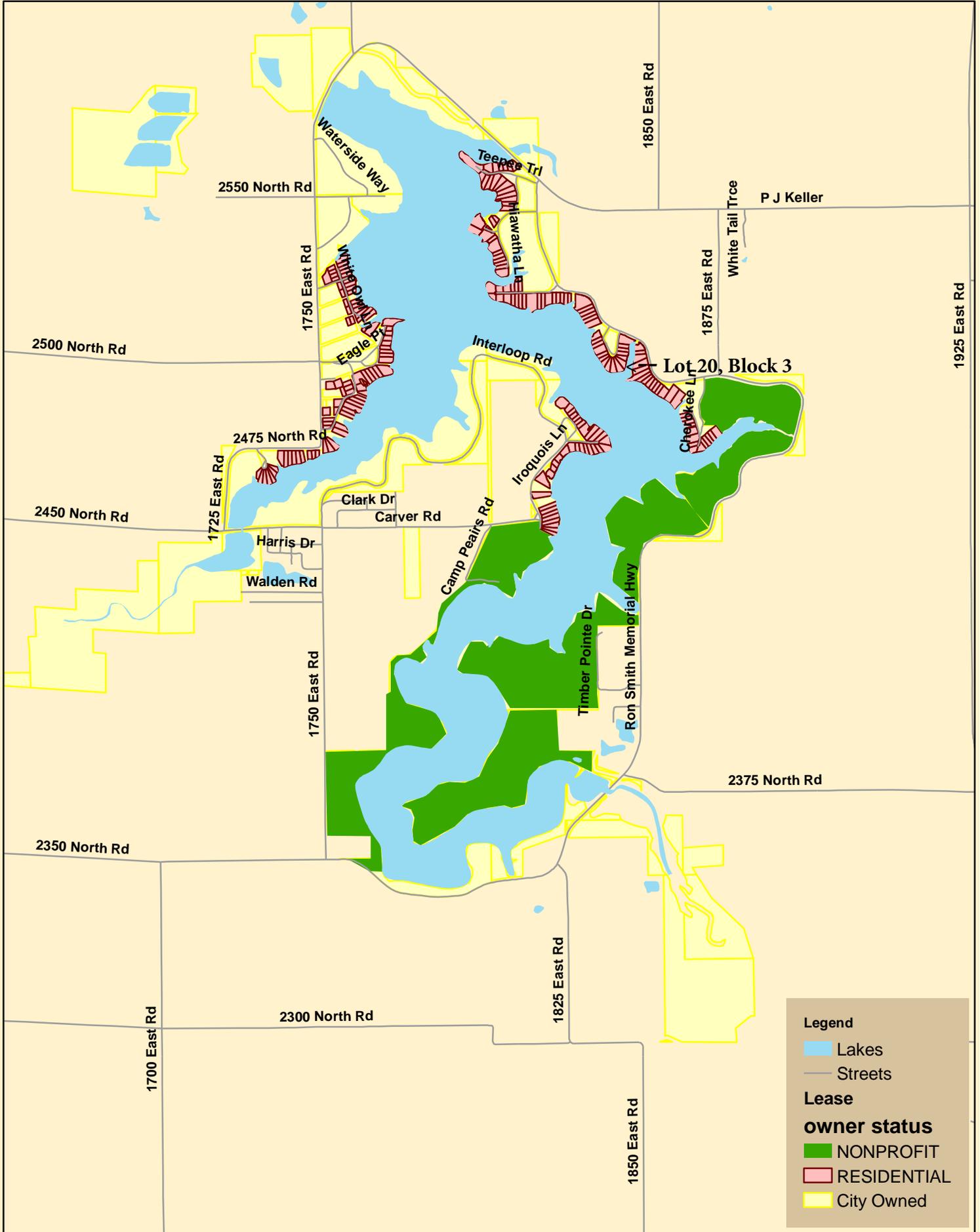
ATTEST: \_\_\_\_\_  
Leslie Yocum, City Clerk

Lessee: \_\_\_\_\_  
Carol Shepard

# Lake Bloomington Lease Map



DATE 06/01/2010  
Public Works Department



**Legend**

- Lakes
- Streets

**Lease owner status**

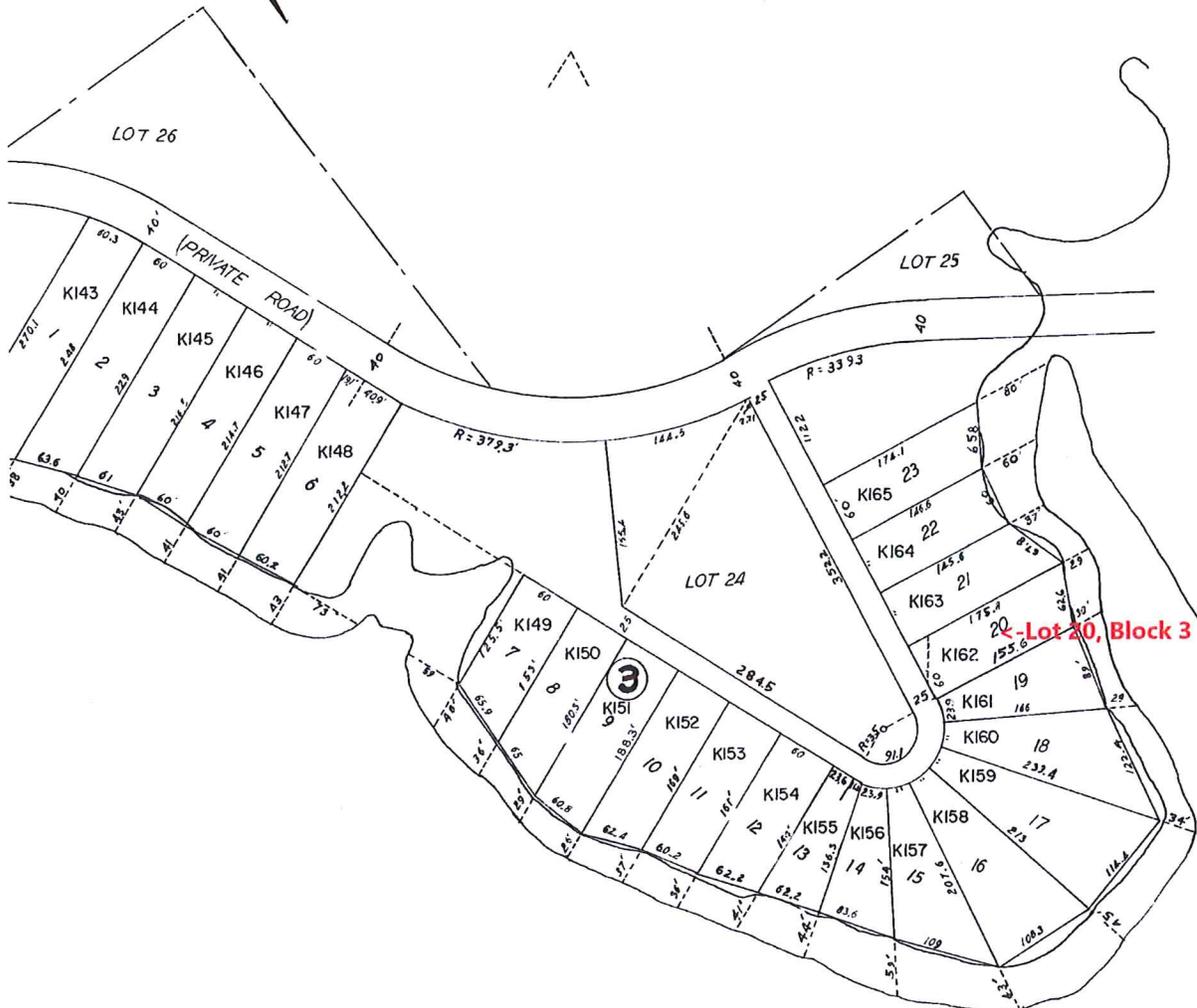
- NONPROFIT
- RESIDENTIAL
- City Owned

# CAMP KICKAPOO

ON EAST SHORE OF  
LAKE BLOOMINGTON



K113 = MAILING ADDRESS 1/86



# Lot 20, Block 3 Structure Map



McGIS



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.

0 0.00350.007 0.014 mi





ILLINOIS STATUTORY SHORT FORM  
POWER OF ATTORNEY FOR PROPERTY

1. I, **LOIS J. MILLS, 25306 Arrowhead Lane, Hudson, Illinois, 61748**, hereby revoke all prior powers of attorney for property executed by me and appoint:

**SUSAN L. ASPER KOCH and MOLLIE S. MILLS COLE**,

as my attorney-in-fact (my "agent") to act for me and in my name (in any way I could act in person) with respect to the following powers, as defined in Section 3-4 of the "Statutory Short Form Power of Attorney for Property Law" (including all amendments), but subject to any limitations on or additions to the specified powers inserted in paragraph 2 or 3 below:

**(NOTE: You must strike out any one or more of the following categories of powers you do not want your agent to have. Failure to strike the title of any category will cause the powers described in that category to be granted to the agent. To strike out a category you must draw a line through the title of that category.)**

- (a) Real estate transactions.
- (b) Financial institution transactions.
- (c) Stock and bond transactions.
- (d) Tangible personal property transactions.
- (e) Safe deposit box transactions.
- (f) Insurance and annuity transactions.
- (g) Retirement plan transactions.
- (h) Social Security, employment and military service benefits.
- (i) Tax matters.
- (j) Claims and litigation.
- (k) Commodity and option transactions.
- (l) Business operations.
- (m) Borrowing transactions.
- (n) Estate transactions.
- (o) All other property transactions.

**(NOTE: Limitations on and additions to the agent's powers may be included in this power of attorney if they are specifically described below.)**

2. The powers granted above shall not include the following powers or shall be

modified or limited in the following particulars:

**(NOTE: Here you may include any specific limitations you deem appropriate, such as a prohibition or conditions on the sale of particular stock or real estate or special rules on borrowing by the agent.)**

No Limitations

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---

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3. In addition to the powers granted above, I grant my agent the following powers:

**(NOTE: Here you may add any other delegable powers including, without limitation, power to make gifts, exercise powers of appointment, name or change beneficiaries or joint tenants or revoke or amend any trust specifically referred to below.)**

Power to make gifts, exercise powers of appointment, name or change beneficiaries or joint tenants or revoke or amend any trust I have created \_\_\_\_\_

---

**(NOTE: Your agent will have authority to employ other persons as necessary to enable the agent to properly exercise the powers granted in this form, but your agent will have to make all discretionary decisions. If you want to give your agent the right to delegate discretionary decision-making powers to others, you should keep paragraph 4, otherwise it should be struck out.)**

4. My agent shall have the right by written instrument to delegate any or all of the foregoing powers involving discretionary decision-making to any person or persons whom my agent may select, but such delegation may be amended or revoked by any agent (including any successor) named by me who is acting under this power of attorney at the time of reference.

**(NOTE: Your agent will be entitled to reimbursement for all reasonable expenses incurred in acting under this power of attorney. Strike out paragraph 5 if you do not want your agent to also be entitled to reasonable compensation for services as agent.)**

5. My agent shall be entitled to reasonable compensation for services rendered as agent under this power of attorney.

**(NOTE: This power of attorney may be amended or revoked by you at any time and in any manner. Absent amendment or revocation, the authority**

granted in this power of attorney will become effective at the time this power is signed and will continue until your death, unless a limitation on the beginning date or duration is made by initialing and completing one or both of paragraphs 6 and 7.)

6. ( X ) This power of attorney shall become effective on the date of execution hereof \_\_\_\_\_

**(NOTE: Insert a future date or event during your lifetime, such as a court determination of your disability or a written determination by your physician that you are incapacitated, when you want this power to first take effect.)**

7. ( X ) This power of attorney shall terminate on notice thereof given to my attorney-in-fact in writing \_\_\_\_\_

**(NOTE: Insert a future date or event, such as a court determination that you are not under a legal disability or a written determination by your physician that you are not incapacitated, if you want this power to terminate prior to your death.)**

**(NOTE: If you wish to name one or more successor agents, insert the name and address of each successor agent in paragraph 8.)**

8. If any agent named by me shall die, become incompetent, resign or refuse to accept the office of agent, I name the following (each to act alone and successively, in the order named) as successor(s) to such agent:  
\_\_\_\_\_

For purposes of this paragraph 8, a person shall be considered to be incompetent if and while the person is a minor or an adjudicated incompetent or disabled person or the person is unable to give prompt and intelligent consideration to business matters, as certified by a licensed physician.

**(NOTE: If you wish to, you may name your agent as guardian of your estate if a court decides that one should be appointed. To do this, retain paragraph 9, and the court will appoint your agent if the court finds that this appointment will serve your best interests and welfare. Strike out paragraph 9 if you do not want your agent to act as guardian.)**

9. If a guardian of my estate (my property) is to be appointed, I nominate the agent acting under this power of attorney as such guardian, to serve without bond or security.

10. I am fully informed as to all the contents of this form and understand the full import of this grant of powers to my agent.

**(NOTE: This form does not authorize your agent to appear in court for you as an attorney-at-law or otherwise to engage in the practice of law unless he or she is a licensed attorney who is authorized to practice law in Illinois.)**

11. The Notice to Agent is incorporated by reference and included as part of this form.

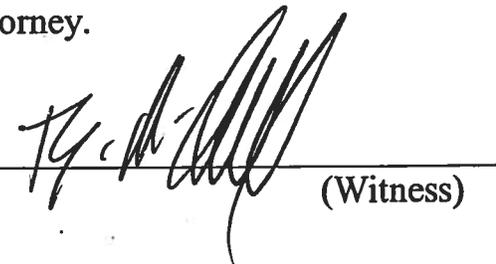
Dated: January 23, 2013

Signed:   
(Principal)

**(NOTE: This power of attorney will not be effective unless it is signed by at least one witness and your signature is notarized, using the form below. The notary may not also sign as a witness.)**

The undersigned witness certifies that **LOIS J. MILLS** known to me to be the same person whose name is subscribed as principal to the foregoing power of attorney, appeared before me and the notary public and acknowledged signing and delivering the instrument as the free and voluntary act of the principal, for the uses and purposes therein set forth. I believe him or her to be of sound mind and memory. The undersigned witness also certifies that the witness is not: (a) the attending physician or mental health service provider or a relative of the physician or provider; (b) an owner, operator, or relative of an owner or operator of a health care facility in which the principal is a patient or resident; (c) a parent, sibling, descendant, or any spouse of such parent, sibling, or descendant of either the principal or any agent or successor agent under the foregoing power of attorney, whether such relationship is by blood, marriage, or adoption; or (d) an agent or successor agent under the foregoing power of attorney.

Dated: January 23, 2013

Signed:   
(Witness)

**(NOTE: Illinois requires only one witness, but other jurisdictions may require more than one witness. If you wish to have a second witness, have him or her certify and sign here:)**



Specimen signatures of  
agent (and successors)

I certify that the signatures  
of my agent (and successors)  
are genuine.

---

(agent)

---

(principal)

---

(successor agent)

---

(principal)

---

(successor agent)

---

(principal)

**(NOTE: The name, address, and phone number of the person preparing this form or who assisted the principal in completing this form should be inserted below.)**

Name: **MC LEAN ARNOLD**  
**Attorney at Law**  
Address: **709 E. Douglas Street**  
**Bloomington, IL 61701**  
Phone: **(309) 827-8212**

# REGULAR AGENDA



REGULAR AGENDA ITEM NO. 8A

**FOR COUNCIL:** June 24, 2019

**SPONSORING DEPARTMENT:** Economic Development

**SUBJECT:** Consideration and action on an Ordinance Approving the Memorandum of Understanding II Between the City of Bloomington and Illinois Wesleyan University to Support the Marketing and Redevelopment of the Properties in the 800 Block of North Main Street (Former Mennonite Hospital Redevelopment Project Area), as requested by the Economic Development Department.

**RECOMMENDED MOTION:** The proposed Ordinance be approved.

**STRATEGIC PLAN LINK:** Goals 3: Grow the Local Economy; 4: Strong Neighborhoods; 5: Great Place - Livable, Sustainable City; 6: Prosperous Downtown Bloomington.

**STRATEGIC PLAN SIGNIFICANCE:** Objectives 3a. Retention and growth of current local businesses; 3b. Attraction of new targeted businesses that are the "right" fit for Bloomington; 3d. Expanded retail businesses; 3e. Strong working relationship among the City, businesses, economic development organizations; 4c. Preservation of property/home valuations; 4d. Improved neighborhood infrastructure; 5b. City decisions consistent with plans and policies; 5c. Incorporation of "Green Sustainable" concepts into City's development and plans; 5e. More attractive city: commercial areas and neighborhoods; 6a. More beautiful, clean Downtown area; 6b. Downtown Vision and Plan used to guide development, redevelopment and investments; 6c. Downtown becoming a community and regional destination.

**BACKGROUND:** On July 9, 2018, the City and Illinois Wesleyan University ("IWU") entered into a memorandum of understanding (the "Original MOU"; Ordinance 2018-56) to support the marketing and redevelopment of the former Mennonite hospital site in the 800 block of North Main Street (the "Project Area"). The Original MOU called for the City to issue a formal request for proposals to solicit private developer interest in the Project Area.

During the drafting of the Original MOU, City staff and IWU representatives envisioned a process wherein the City and IWU would contract with a licensed commercial real estate brokerage firm to assist with the marketing of the Project Area and solicitation of proposals from private developers. To that end, on October 31, 2018, the City issued RFQ #2019-12 requesting statements of qualifications for commercial real estate marketing services for the Project Area. Upon the close of that RFQ, representatives from the City and IWU interviewed the respondents to the RFQ. Coldwell Banker Commercial Devonshire Realty (the "Broker") was determined by the City and IWU representatives to be well qualified.

Subsequent to the adoption of the Original MOU, multiple macroeconomic factors have impacted the commercial real estate market both nationally and locally. Through conversations with the Broker, City staff and representatives from IWU determined that it would be prudent for the City and IWU to terminate the Original MOU and replace it with the

proposed Memorandum of Understanding II (the “New MOU”) which more clearly articulates the mutually agreed upon plan of action with the Broker for the marketing of the Project Area.

The New MOU updates and replaces the Original MOU with the majority of the terms remaining unchanged. New terms include detail regarding the City and IWU jointly entering into the proposed listing agreement with the Broker and detail outlining the splitting of the Broker’s commission between the City and IWU. The term of the New MOU will run until May 31, 2021 to align with the term of the proposed listing agreement with the Broker. Additionally, the overall formatting of the New MOU document has been improved in comparison to the Original MOU with certain sections that detailed related topics now combined for ease of interpretation.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** City staff and IWU representatives have met with multiple commercial real estate brokers, multiple representatives of local, regional, and national retailers, and with multiple development firms to discuss the potential redevelopment of the Project Area. Meetings have also been held with multiple residents of the Franklin Park neighborhood and business owners adjacent to the Project Area.

**FINANCIAL IMPACT:** There is no immediate financial impact to the City as a result of approval of the proposed New MOU. Funds are budgeted in the City’s Economic Development Professional and Technical Services account (10019170-70220) which can be used to assist the Broker as the City Manager deems necessary to implement the New MOU and better position the Project Area for private redevelopment. Stakeholders can locate this account in the FY2020 Proposed Budget Book titled “Budget Overview & General Fund” on page 250. The City’s costs related to the marketing of the Project Area are TIF-eligible costs for which the City could seek reimbursement if the potential North Main Street / Chestnut Street TIF District is ultimately established.

**COMMUNITY DEVELOPMENT IMPACT:** The Project Area is identified in the Comprehensive Plan 2035 as a “Tier 1 Development Priority” (Figure 1-3 map, page 20). Redevelopment of the Site would further the following goals and objectives of the Comprehensive Plan 2035:

**Goal ED-4 Enhance the image of Bloomington as a business friendly community.**

- ED-4.2 Prioritize infill and redevelopment to spur growth and reinvestment in the City.
- ED-4.3 Facilitate and enhance pedestrian-friendly neighborhood centers to support mixed use developments
- ED-4.4 Evaluate commercial land use needs in the context of changing economic trends
- ED-4.5 Identify and reduce barriers for local growth and economic development

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

- D-1.2 Pursue catalyst projects that can serve as additional Downtown anchors
- D-1.4 Develop a wide variety of Downtown housing options

**Goal D-2 Market and promote the unique brand and image of Downtown Bloomington.**

- D-2.1 Identify and designate gateways to Downtown [North Main Street]

**Goal D-6 Reinforce the connections between Downtown and adjacent neighborhoods.**

D-6.1 Encourage development on sites that will link Downtown with surrounding neighborhoods

D-6.3 Pursue public-private development opportunities with major employers seeking employee housing near offices

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

Respectfully submitted for Council consideration.

Prepared By: Austin Grammer, Economic Development Coordinator

Reviewed By: Melissa Hon, Economic Development Director

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager  
Scott Rathbun, Finance Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason  
City Manager

**Attachments:**

- ECON DEV 1B Ordinance 2019-39 IWU City MOU II 800 N Main St
- ECON DEV 1C IWU City MOU II for 800 N Main St
- ECON DEV 1D MOU Exhibit A IWU City MOU II 800 North Main St

ORDINANCE NO. 2019 - 39

AN ORDINANCE APPROVING THE MEMORANDUM OF UNDERSTANDING II  
BETWEEN THE CITY OF BLOOMINGTON AND ILLINOIS WESLEYAN UNIVERSITY  
TO SUPPORT THE MARKETING AND REDEVELOPMENT OF THE PROPERTIES  
IN THE 800 BLOCK OF NORTH MAIN STREET  
*(Former Mennonite Hospital Redevelopment Project Area)*

WHEREAS, the City of Bloomington, McLean County, Illinois (the "City") is a duly organized and validly existing home-rule municipality created in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970 and as such may exercise any power and perform any function pertaining to its government and affairs; and,

WHEREAS, by the adoption of Resolution 2016-08 on March 14, 2016, the Mayor and City Council of the City (the "Corporate Authorities") determined it to be in the best interest of the City and its residents for the City to acquire three (3) acres of real estate located at 807 North Main Street (the "City Parcel") for future commercial development; and,

WHEREAS, Illinois Wesleyan University, Bloomington, Illinois ("IWU") is the owner of two parcels of real estate (the "IWU Parcels"), which when taken together, comprise approximately 1.093 acres, and are located adjacent to the City Parcel; and,

WHEREAS, the combination of the City Parcel and the IWU Parcels represents an approximately 4.1 acre infill redevelopment site in the 800 block of North Main Street (the "Project Area") which was the site of Mennonite Hospital from 1920 to 1997; and,

WHEREAS, the Corporate Authorities adopted Ordinance 2016-45 on May 16, 2016 which authorized PGAV, the City's Tax Increment Financing ("TIF") consultant, to conduct a TIF feasibility study of the Project Area to support the establishment of the potential North Main Street / Chestnut Street Redevelopment Project Area (the "Potential TIF District"); and,

WHEREAS, on November 28, 2016, PGAV presented the findings of the feasibility study to the Corporate Authorities, determining that the Potential TIF District qualified for TIF as a "conservation area" and a "blighted area" (pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, et seq., as from time to time amended) and the Corporate Authorities then adopted Ordinance 2016-126 which authorized PGAV to proceed with drafting a Redevelopment Plan for the Potential TIF District; and,

WHEREAS, the City and IWU entered into a Memorandum of Understanding which was approved by the Corporate Authorities of the City on July 10, 2018 by way of Ordinance 2018-56 (the "Original MOU") in which the City and IWU to partnered in the marketing effort of the Project Area to attract a significant commercial development to the Project Area with the goal to eliminate the blighting conditions which still remain to this day; and,

WHEREAS, the Corporate Authorities find it to be in the best interest of the City and its residents for the City and IWU to continue to partner in the marketing effort of the Project Area, however, due to recent macroeconomic factors impacting the commercial real estate

industry both locally and nationally, a renewed partnership between the City and IWU related to the Project Area is now necessary.

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

**Section 1.** The foregoing recitals are incorporated and made a part of this Ordinance as if fully set forth in this section.

**Section 2.** That the Memorandum of Understanding which was approved by the Corporate Authorities of the City on July 10, 2018 by way of Ordinance 2018-56 is hereby terminated and is no longer in force or effect.

**Section 2.** The attached Memorandum of Understanding II between the City and IWU to support the marketing and redevelopment of the properties in the 800 block of North Main Street is hereby approved and the City Manager is hereby authorized to execute and deliver any and all documents as deemed necessary to implement its terms.

**Section 3.** The City Manager is hereby directed to and authorized to undertake such additional studies and obtain such additional professional and legal services as deemed necessary by the City Manager in furtherance of the marketing of the Project Area in accordance with the City's Procurement Policies.

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

**Section 5.** This Ordinance shall be in full force and effect immediately after its approval and publication as required by law.

ADOPTED this 24<sup>th</sup> day of June 2019.

APPROVED this \_\_\_\_\_ day of June 2019.

CITY OF BLOOMINGTON

ATTEST

\_\_\_\_\_  
Tari Renner, Mayor

\_\_\_\_\_  
Leslie Yocum, City Clerk

**MEMORANDUM OF UNDERSTANDING II**  
*by and between*  
**THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS**  
*and*  
**ILLINOIS WESLEYAN UNIVERSITY**  
*to*  
**SUPPORT THE MARKETING AND REDEVELOPMENT**  
**OF THE PROPERTIES IN THE 800 BLOCK OF NORTH MAIN STREET**  
*(Former Mennonite Hospital Redevelopment Project Area)*

**WHEREAS**, this Memorandum of Understanding (“MOU”), which supersedes all prior agreements by and between the City of Bloomington, McLean County, Illinois, an Illinois municipal corporation (the “City”), and Illinois Wesleyan University (“IWU”) (together the “Parties”) related to the topic of the MOU, sets forth the terms and understanding between the Parties pursuant to the joint marketing and redevelopment of certain properties as defined in Exhibit A (the “Project Area”) which are independently owned and exclusively controlled by the City and IWU, respectively, and which, when taken together, comprise approximately 4.093 acres in the 800 block of North Main Street in the City of Bloomington; and,

**WHEREAS**, the City and IWU entered into a Memorandum of Understanding which was approved by the Corporate Authorities of the City on July 9, 2018 by way of Ordinance 2018-56 (the “Original MOU”); and,

**WHEREAS**, due to recent macroeconomic factors impacting the commercial real estate market both nationally and locally, the City and IWU mutually desire to terminate the Original MOU and partner together under this MOU to better promote the redevelopment of the Project Area; and,

**NOW, THEREFORE**, the Parties hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

**Section 1. Incorporation of Recitals.**

- A.** All of the recitals contained in the Preambles to this MOU are hereby incorporated into this MOU as though restated in this Section.
- B.** The Parties agree that the Original MOU is hereby terminated and shall have no force and effect upon the execution of this MOU.

**Section 2. Background**

- A.** The Parties feel that it would be mutually beneficial to encourage the redevelopment of the Project Area.
- B.** Since the Project Area includes parcels owned by the Parties respectively, the Parties believe that it is desirable to jointly seek redevelopment proposals for the Project

Area and that jointly listing the Project Area with a commercial real estate broker is the preferred method for soliciting said proposals.

- C. The Project Area is located within the study area for the potential North Main Street / Chestnut Street Tax Increment Finance District (“TIF District”) north of downtown Bloomington. If the potential TIF District is established by the City, then the redevelopment of the Project Area may be eligible for redevelopment incentives from the City which are available to the City by the TIF Act.
- D. The majority of the parcel in the Project Area owned by the City (the “City Parcel”) is comprised of a grass area. This grass area was the former site of a medical building, which was originally the core of the former Mennonite Hospital complex, but has been demolished. The remainder of the City Parcel is currently improved with an asphalt parking lot (the “City Parking Lot”). The City Parcel totals approximately 3 acres.
- E. The two parcels in the Project Area owned by IWU (the “IWU Parcels”) are currently improved with a parking lot (the “IWU Parking Lot”), a former dormitory building, and a former long-term healthcare facility (collectively, the “IWU Buildings”). The IWU Parking Lot and IWU Buildings were all a part of the former Mennonite Hospital complex. The IWU Buildings are currently vacant and are scheduled to be demolished by IWU in the near future. The IWU Parcels total approximately 1.093 acres.

### **Section 3. Listing Agreement**

- A. **City RFQ:** On October 31, 2018, the City issued RFQ #2019-12 requesting statements of qualifications for commercial real estate marketing services for the Project Area. Upon the close of that RFQ, representatives from the City and IWU interviewed the respondents to the RFQ. Coldwell Banker Commercial Devonshire Realty (the “Broker”) was determined by the City and IWU representatives to be well qualified.
- B. **Purpose for Listing Agreement:** It is agreed by the Parties, that concurrent with the adoption of this MOU, the Parties will jointly enter into an Exclusive Right to Sell Listing Agreement (the “Listing Agreement”) with Broker with the ultimate goal to:
  - i. Market the Project Area to private developers.
  - ii. Identify redevelopment options that will ensure the planned and cohesive redevelopment of the Project Area for the benefit of both the City and IWU.
  - iii. Seek out private developer proposals for the redevelopment of the Project Area.

- C. Broker Marketing Materials:** Representatives of both the City and IWU will review and approve Broker's marketing materials for the Project Area prior to public issuance.
- D. Proposal Vetting:** Broker shall provide copies of developer proposals to the Parties. The Parties will keep this information confidential while the proposals are under review. The City will be responsible for all expenses associated with the vetting of any responses / proposals from private developers.
- E. Assist the Broker:** The Parties will make reasonable and appropriate efforts to assist Broker in its effort to market the Project Area to potentially interested parties. IWU will make available to Broker any and all information about the IWU Parcels deemed necessary by Broker to market the Project Area. The City will make available to Broker any and all information about the City Parcel deemed necessary by Broker to market the Project Area.
- F. General Guidelines for Redevelopment:** The Parties will direct Broker to specify that private developer proposals should conform to the following general guidelines:
- i. Proposals will preferably include new, mixed-use structures with ground floor retail / commercial and upper-story residential units. Residential units should be market-rate and should not be targeted to college students or to senior citizens.
  - ii. Proposals should be transit-oriented and pedestrian friendly.
  - iii. Proposals should ideally be submitted by a single, master developer, with a comprehensive plan for the entire Project Area.
  - iv. Proposals may include the rededication and reconstruction of East Street, as public right of way between Walnut Street and Chestnut Street.
  - v. Proposals should be sensitive to the historic character of the adjacent Franklin Square neighborhood, a designated historic district listed on the National Register of Historic Places.

Notwithstanding the aforesaid general guidelines, the Parties reserve the right to jointly consider and, where appropriate, approve private developer proposals presented by Broker which may not necessarily meet each of the aforesaid general guidelines.

- G. Term of Listing Agreement:** The Listing Agreement shall become effective upon the date fully executed by the Parties and will terminate eighteen (18) months after the date fully executed (the "Listing Term"). In the event the Parties do not provide Broker with written notice three (3) months prior to the end of the Listing Term, then the Listing Agreement will automatically renew for an additional six (6) months. The Listing Agreement may be terminated by the Parties with sixty (60) days written notice to Broker, with or without cause, by vote of the governing boards of the Parties.

**H. Broker Commission:** It is agreed between the Parties that Broker's commission shall be split based upon the Parties' percentage of land ownership as follows: City shall pay 73.30% of the commission due Broker and IWU shall pay the remaining 26.70% of the commission due Broker. This commission split shall be detailed in the Listing Agreement.

#### **Section 4. Use of the Parking Lots**

- A.** As the IWU Parking Lot and the City Parking Lot are adjacent and interconnected, and, until such a time as a redevelopment of the Project Area commences, it would be beneficial to both the City and IWU for these parking lots to be used by members of the public attending events at the IWU campus or at nearby City-owned facilities. Therefore, IWU and the City agree that both Parties may make use of either Parties' Parking Lot at any time and for any purpose throughout the term of this MOU.
- B.** The City, at its option and cost, may cause for improvements to be made to the IWU Parking Lot, including, but not limited to, restriping or patching. Any improvements made by the City to the IWU Parking Lot shall be approved by IWU in a writing prior to being made by the City or the City's contractor.
- C.** The City, at its option and cost, may cause for the removal of snow or other debris from the IWU Parking Lot in order to make both parking lots available for use.
- D.** The Parties further agree that either party will be responsible for insurance and all other maintenance of its respective parking lot throughout the term of this MOU.
- E.** IWU hereby grants the City access to the IWU Parcels for the forgoing purposes.

#### **Section 5. IWU Buildings**

- A.** The IWU Buildings are currently registered under the City's Neighborhood Perseveration Ordinance (NPO). IWU agrees to maintain the IWU Buildings in accordance with the NPO.
- B.** To better prepare the site for redevelopment, IWU commits to commence the demolition of the IWU Buildings prior to the sale or transfer of the IWU Parcels. IWU shall secure appropriate permits and approvals from the City prior to commencement of the demolition.

IWU shall be responsible for all costs associated with the demolition of the IWU Buildings. The City will cooperate with IWU in providing access to the IWU Parcels from the City Parcel. IWU shall be responsible for costs associated with restoration of the City Parcel after the completion of the demolition of the IWU Buildings.

## **Section 6. Duration**

- A.** This MOU is at-will and may be modified by mutual consent of authorized officials from the City and IWU.
- B.** This MOU shall be effective upon signature by the authorized officials from the City and IWU and will remain in effect until modified or terminated by any one of the Parties by mutual consent.
- C.** In the absence of mutual agreement by the authorized officials from the City and IWU this MOU shall end on May 31, 2021.
- D.** Nothing in this MOU shall be deemed, construed or interpreted as binding either Party to undertake any form of redevelopment of the Project Area or any part thereof. Likewise, nothing herein shall be deemed, construed or interpreted as prohibiting either Party from independently undertaking redevelopment of that Party's owned parcels. Neither Party shall be deemed bound to enter into an agreement to undertake or participate in any redevelopment project unless and until both Parties agree to all terms and conditions of any such redevelopment project and all such terms and conditions have been reduced to a separate writing which is signed by the Parties.

*[Signature page to follow]*

**IN WITNESS WHEREOF**, the City and IWU have caused this MOU to be executed by their duly authorized officers or manager(s) as of the date set forth below.

**City of Bloomington, McLean County, Illinois**

By: \_\_\_\_\_  
City Manager

ATTEST

By: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

**Illinois Wesleyan University**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

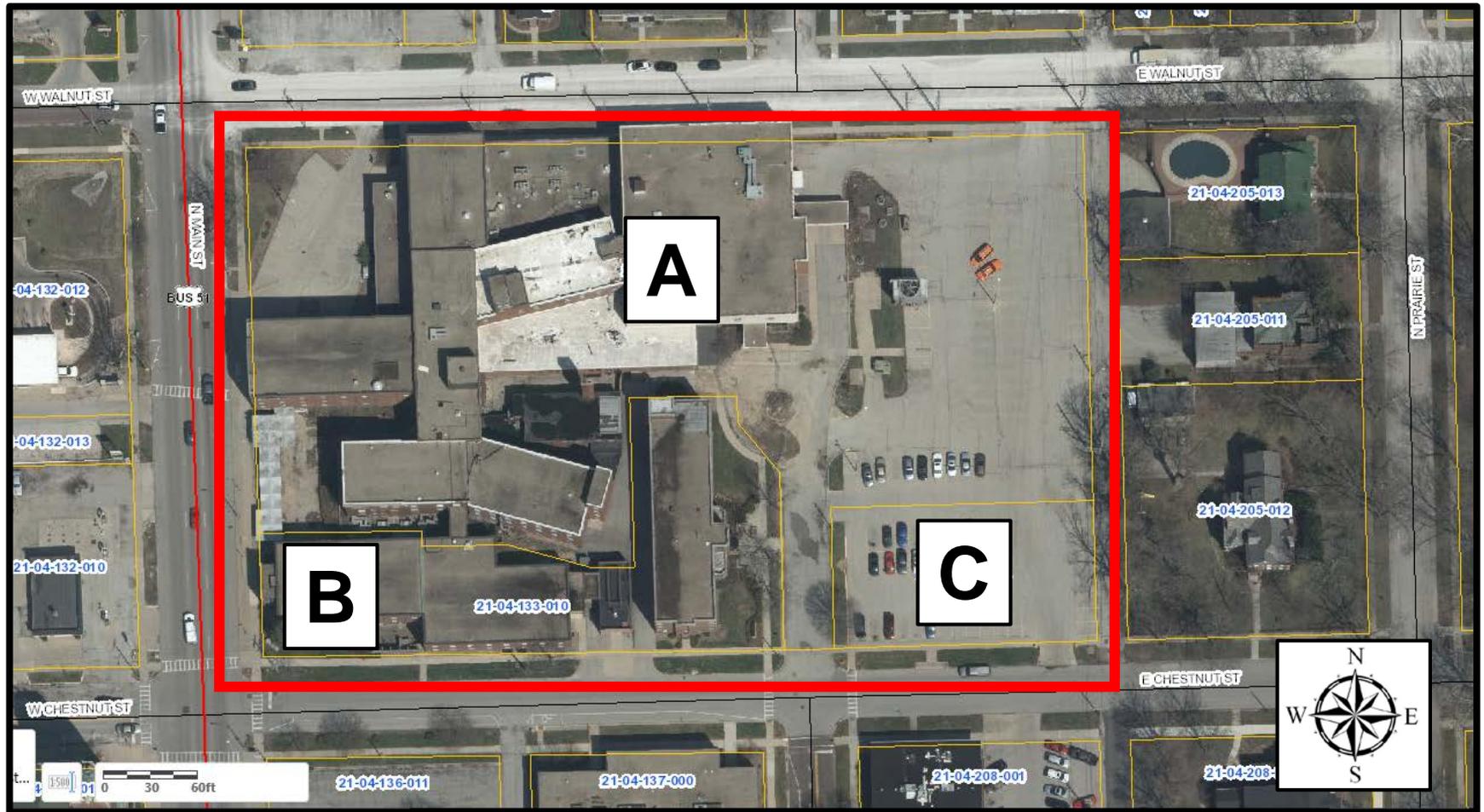
[Exhibit A follows this page and is an integral part of this MOU in the context of use.]

**Exhibit A**

***[Exhibit A – Former Mennonite Hospital Redevelopment Project Area Map Attached]***

# Exhibit A

## Former Mennonite Hospital Redevelopment Project Area



Parcel	PIN	Owner	Acres
A	21-04-133-009	City of Bloomington	3.00
B	21-04-133-010	Illinois Wesleyan University	.738
C	21-04-205-014	Illinois Wesleyan University	.355



REGULAR AGENDA ITEM NO. 8B

**FOR COUNCIL:** June 24, 2019

**SPONSORING DEPARTMENT:** Economic Development

**SUBJECT:** Consideration and action on an Ordinance Approving and Authorizing the Execution of an Exclusive Right to Sell Listing Agreement Between the City of Bloomington, Illinois Wesleyan University, and Coldwell Banker Commercial Devonshire Realty (Former Mennonite Hospital Site - 800 North Main Street), as requested by the Economic Development Department.

**RECOMMENDED MOTION:** The proposed Ordinance be approved.

**STRATEGIC PLAN LINK:** Goals 3: Grow the Local Economy; 4: Strong Neighborhoods; 5: Great Place - Livable, Sustainable City; 6: Prosperous Downtown Bloomington.

**STRATEGIC PLAN SIGNIFICANCE:** Objectives 3a. Retention and growth of current local businesses; 3b. Attraction of new targeted businesses that are the "right" fit for Bloomington; 3d. Expanded retail businesses; 3e. Strong working relationship among the City, businesses, economic development organizations; 4c. Preservation of property/home valuations; 4d. Improved neighborhood infrastructure; 5b. City decisions consistent with plans and policies; 5c. Incorporation of "Green Sustainable" concepts into City's development and plans; 5e. More attractive city: commercial areas and neighborhoods; 6a. More beautiful, clean Downtown area; 6b. Downtown Vision and Plan used to guide development, redevelopment and investments; 6c. Downtown becoming a community and regional destination.

**BACKGROUND:** To stimulate developer interest in the City and Illinois Wesleyan University ("IWU") properties in the 800 block of North Main Street, staff recommends approval of the proposed Exclusive Right to Sell Listing Agreement with Coldwell Banker Commercial Devonshire Realty ("CBCDR"). Below is a summary of key events related to these properties:

- On March 14, 2016, the City Council adopted Resolution 2016-08 which approved a contract to purchase three (3) acres of real estate located at 807 North Main Street (the "City Parcel") from 3 Kirk Holdings, LLC for \$1,400,000. The City Parcel and two other adjacent parcels owned by Illinois Wesleyan University (the "IWU Parcels") comprise 4.093 acres (the "Site"). The Site formerly housed the core of the Mennonite Hospital campus. The Site is prime for in-fill redevelopment along the heavily traveled Main Street / Business Route 51 / Historic Route 66 corridor between Downtown Bloomington and the Illinois Wesleyan University campus and is in close proximity to the Illinois State University Campus and the Advocate BroMenn Medical Center in Normal.
- On May 16, 2016, the City Council adopted Ordinance 2016-45 which authorized PGAV, the City's TIF consultant, to conduct a TIF Feasibility/Eligibility Study of the Site to

support the establishment of the potential North Main Street / Chestnut Street Redevelopment Project Area (the "Potential TIF District").

- On November 2, 2016, the City took possession of the City Parcel after the seller's completion of the demolition of the former medical building on the City Parcel as required in the purchase contract.
- On November 28, 2016, PGAV presented the findings of the TIF Feasibility/Eligibility Study to the City Council. PGAV found that the Potential TIF District qualified for TIF as both a "conservation area" and a "blighted area." The City Council then adopted Ordinance 2016-126 which authorized PGAV to proceed with drafting a Redevelopment Plan for the Potential TIF District. The TIF Feasibility/Eligibility Study is available on the City's website ([www.cityblm.org/TIF](http://www.cityblm.org/TIF)). The Redevelopment Plan is still in draft form pending a viable private development proposal.
- On July 9, 2018, the City Council adopted Ordinance 2018-56 approving a memorandum of understanding ("MOU") between the City and IWU to support the marketing and redevelopment of the Site. Through discussions between IWU representatives and City staff in developing the MOU, it was determined that the City should lead an effort to initiate a request for proposals to find a qualified commercial real estate brokerage firm to assume responsibility for marketing the Site on behalf of the City and IWU.
- On October 31, 2018, staff issued RFQ #2019-12 requesting statements of qualifications for commercial real estate marketing services for the 800 block of North Main Street. Upon the close of that RFQ, staff interviewed the respondents to the RFQ. Coldwell Banker Commercial Devonshire Realty ("CBCDR") was selected by staff to be qualified for this assignment.
- City staff have maintained a listing for the Site on the national commercial real estate marketing service CoStar.com. Staff have also held discussions with multiple developers about the Site. At this time, no formal development proposals are under consideration.

Upon approval of the proposed Listing Agreement, CBCDR broker Ryan Murphy will assume responsibility for marketing the Site and will present proposals from developers in accordance with the guidelines outlined in the MOU. Staff in the City's Economic Development Department plan to work closely with Mr. Murphy to support his efforts to market the Site and solicit proposals from well-qualified and experienced developers meeting the guidelines outlined in the MOU:

- i. Proposals will preferably include new, mixed-use structures with ground floor retail / commercial and upper-story residential units. Residential units should be market-rate and should not be targeted to college students or to senior citizens.*
- ii. Proposals should be transit-oriented and pedestrian friendly.*
- iii. Proposals should ideally be submitted by a single, master developer, with a comprehensive plan for the entire Project Area / Site.*

- iv. *Proposals may include the rededication and reconstruction of East Street, as public right of way between Walnut Street and Chestnut Street.*
- v. *Proposals should be sensitive to the historic character of the adjacent Franklin Square neighborhood, a designated historic district listed on the National Register of Historic Places.*

The Ordinance approving the agreement directs the City Manager to review all proposals in conjunction with representatives from IWU, reject any proposals deemed unworthy of further consideration, and forward to the City Council any proposals deemed worthy by the City Manager and IWU to warrant formal consideration. When a qualified developer / proposal has been submitted by CBCDR to the City, City staff will thoroughly vet it and present it to IWU and the City Council for formal consideration. The vetting process will include the evaluation of any request for incentives made by a developer. The City's Guidelines for the Utilization of Tax Increment Financing and the City's Economic Development Incentive Guideline (Resolution 2018-38 -- June 25, 2018) will be followed when vetting any developer's request for incentives.

The term of the proposed Listing Agreement is eighteen (18) months with an optional six (6) month extension. City Staff and IWU believe this to be a reasonable term given the size and location of the Site as well as the current commercial real estate climate for the desired uses. The ordinance approving the agreement provides the City Manager with the flexibility to grant CBCDR the six (6) month extension.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** City staff and IWU representatives have met with multiple commercial real estate brokers, multiple representatives of local, regional, and national retailers, and with multiple development firms to discuss the potential redevelopment of the Site. Meetings have also been held with multiple residents of the Franklin Park neighborhood and business owners adjacent to the Site.

**FINANCIAL IMPACT:** No immediate direct budgetary impact would result from approval of the proposed agreement. CBCDR is to only receive payment of the agreed upon \$100,000.00 commission upon the sale of the Site to a private developer. The commission due to CBCDR is to be split based on percentage of land ownership as follows: the City will pay 73.30% and IWU will pay the remaining 26.70%. In the event the City or IWU lease, trade, exchange, or donate the Site to the City or to IWU, or to a third-party developer or charitable or not for profit organization, the \$100,000.00 commission to CBCDR would also be due.

CBCDR's proposal is a predefined commission structure as opposed to a variable or percentage commission. The \$100,000.00 commission is equivalent to a 6% commission for the Site using an estimated value of \$1.67 million (or \$9.35 per square foot). As there are multiple types of deal structures/incentives that could ultimately be employed by the City and IWU to assist with the private redevelopment of the Site, CBCDR's proposed predefined commission is supported by City staff and IWU.

The ordinance approving the agreement also provides approval to the City Manager to incur expenses on behalf of the City and IWU related to the Site should staff determine a need to hire specialty consultants to address site-specific concerns and vet developer proposals in accordance with the City's Procurement Policies.

Both the commission and further study expenses, if needed, would be paid from the City's Economic Development Technical and Professional Services account (10019170-70220). Stakeholders can locate this account in the FY 2020 Proposed Budget Book titled "Budget Overview & General Fund" on page 250. The City could potentially seek reimbursement for such expenses if the Potential TIF District is established for the Site.

**COMMUNITY DEVELOPMENT IMPACT:** The Site is identified in the Comprehensive Plan 2035 as a "Tier 1 Development Priority" (Figure 1-3 map, page 20). Redevelopment of the Site would further the following goals and objectives of the Comprehensive Plan 2035:

**Goal ED-4 Enhance the image of Bloomington as a business friendly community.**

ED-4.2 Prioritize infill and redevelopment to spur growth and reinvestment in the City.

ED-4.3 Facilitate and enhance pedestrian-friendly neighborhood centers to support mixed use developments

ED-4.4 Evaluate commercial land use needs in the context of changing economic trends

ED-4.5 Identify and reduce barriers for local growth and economic development

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

D-1.2 Pursue catalyst projects that can serve as additional Downtown anchors

D-1.4 Develop a wide variety of Downtown housing options

**Goal D-2 Market and promote the unique brand and image of Downtown Bloomington.**

D-2.1 Identify and designate gateways to Downtown [North Main Street]

**Goal D-6 Reinforce the connections between Downtown and adjacent neighborhoods.**

D-6.1 Encourage development on sites that will link Downtown with surrounding neighborhoods

D-6.3 Pursue public-private development opportunities with major employers seeking employee housing near offices

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

Respectfully submitted for Council consideration.

Prepared By: Austin Grammer, Economic Development Coordinator

Reviewed By: Melissa Hon, Economic Development Director

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager  
Scott Rathbun, Finance Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason', with a stylized flourish at the end.

Tim Gleason  
City Manager

**Attachments:**

- ECON DEV 2B Ordinance 2019-40 Broker Contract 800 N Main
- ECON DEV 2C Broker Contract 800 N Main

ORDINANCE NO. 2019 - 40

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF  
AN EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT BETWEEN  
THE CITY OF BLOOMINGTON, ILLINOIS WESLEYAN UNIVERSITY,  
AND COLDWELL BANKER COMMERCIAL DEVONSHIRE REALTY  
*(Former Mennonite Hospital Site - 800 North Main Street)*

WHEREAS, the City of Bloomington, McLean County, Illinois (the "City") is a duly organized and validly existing home-rule municipality created in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970 and as such may exercise any power and perform any function pertaining to its government and affairs; and,

WHEREAS, by the adoption of Resolution 2016-08 on March 14, 2016, the Mayor and City Council of the City (the "Corporate Authorities") determined it to be in the best interest of the City and its residents for the City to acquire three (3) acres of real estate located at 807 North Main Street (the "City Parcel") for future commercial development; and,

WHEREAS, Illinois Wesleyan University, Bloomington, Illinois ("IWU") is the owner of two parcels of real estate (the "IWU Parcels"), which when taken together, comprise approximately 1.093 acres, and are located adjacent to the City Parcel; and,

WHEREAS, the combination of the City Parcel and the IWU Parcels represents an approximately 4.1 acre infill redevelopment site in the 800 block of North Main Street (the "Site") which was the site of Mennonite Hospital from 1920 to 1997; and,

WHEREAS, the Corporate Authorities adopted Ordinance 2016-45 on May 16, 2016 which authorized PGAV, the City's Tax Increment Financing ("TIF") consultant, to conduct a TIF feasibility study of the Site to support the establishment of the potential North Main Street / Chestnut Street Redevelopment Project Area (the "Potential TIF District"); and,

WHEREAS, on November 28, 2016, PGAV presented the findings of the feasibility study to the Corporate Authorities, determining that the Potential TIF District qualified for TIF as a "conservation area" and a "blighted area" (pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, et seq., as from time to time amended) and the Corporate Authorities then adopted Ordinance 2016-126 which authorized PGAV to proceed with drafting a Redevelopment Plan for the Potential TIF District; and,

WHEREAS, on July 9, 2018, the Corporate Authorities adopted Ordinance 2018-56 approving a memorandum of understanding between the City and IWU to support the marketing and redevelopment of the Site (the "MOU"); and,

WHEREAS, in furtherance of the goals and objectives of the MOU, on October 31, 2018, the City initiated a public request for qualifications in order to identify providers of commercial real estate marketing services for the Site via Request for Qualifications #2019-12; and,

WHEREAS, the result of the City's public request for qualifications process was the selection of Coldwell Banker Commercial Devonshire Realty ("CBCDR") as the most qualified applicant; and,

WHEREAS, CBCDR is duly experienced in marketing commercial real estate and advising municipalities in the development process; and,

WHEREAS, the City desires to engage CBCDR as its exclusive consultant, advisor and broker, and further desires to grant to CBCDR the exclusive right to list the Site as for sale and market it to developers, investors, and tenants.

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

**Section 1.** The foregoing recitals are incorporated and made a part of this Ordinance as if fully set forth in this section.

**Section 2.** The Exclusive Right to Sell Listing Agreement by and between the City of Bloomington, Illinois Wesleyan University, and Coldwell Banker Commercial Devonshire Realty (the "Agreement"), in substantially the form attached hereto as Exhibit A is hereby approved and the City Manager is hereby authorized to execute and deliver any and all documents as deemed necessary to implement the terms of the Agreement.

**Section 3.** The City Manager is hereby directed to and authorized, at the City Manager's sole discretion, to exercise any extensions to the term of the Agreement as detailed in section 1 "Listing Term".

**Section 4.** The City Manager is hereby directed to:

- A. Review and vet any and all development proposals arising from the Agreement.
- B. In consultation with IWU, reject any and all proposals determined by the City Manager to not be worthy of consideration.
- C. Forward on to the Corporate Authorities and IWU any and all proposals which the City Manager determines to warrant formal consideration.

**Section 5.** The City Manager is hereby directed to and authorized to undertake such additional studies and obtain such additional professional and legal services as deemed necessary by the City Manager, all in accordance with the City's procurement policies and procedures, in furtherance of the marketing of the Site.

**Section 6.** This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

**Section 7.** This Ordinance shall be in full force and effect immediately after its approval and publication as required by law.

ADOPTED this 24<sup>th</sup> day of June 2019.

APPROVED this \_\_\_\_ day of June 2019.

CITY OF BLOOMINGTON

ATTEST

\_\_\_\_\_  
Tari Renner, Mayor

\_\_\_\_\_  
Leslie Yocum, City Clerk



DEVONSHIRE REALTY  
P. O. Box 140  
Champaign, IL 61824-0140

**EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT**

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between CBCDR LLC d/b/a COLDWELL BANKER COMMERCIAL DEVONSHIRE REALTY (Broker) and CITY OF BLOOMINGTON, ILLINOIS and ILLINOIS WESLEYAN UNIVERSITY (collectively "Owner").

In consideration of Owner's acceptance of the services to be performed by Broker and the commissions to be paid by Owner, the parties agree that Broker is granted the exclusive right to market and sell the commercial real estate (**Property**) more particularly described and upon the terms as follows:

**PROPERTY ADDRESS:** 801-807 N. Main & 208 E. Chestnut, Bloomington, Illinois 61701

**PROPERTY TAX IDENTIFICATION NUMBERS:** 21-04-133-009, 21-04-133-010, 21-04-205-014

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the parties agree as follows:

1. **LISTING TERM:** This Agreement shall become effective upon the date fully executed and will terminate eighteen (18) months after the date fully executed. In the event Owner does not provide Broker with written notice three (3) months prior to the end of the Listing Term, then this Agreement will automatically renew for an additional six (6) months. This Agreement may be terminated by the Owner with sixty (60) days written notice to Broker, with or without cause, by vote of the governing boards of the Owner.

2. **COMMISSION:** In the event (i) a contract to purchase, develop or lease the Property is executed by the Owner and a Buyer, Developer, or Lessee (hereinafter referred to as "Buyer") during the term of this Agreement; or (ii) if Owner contributes or conveys the Property to a partnership, joint venture or other business entity; or (iii) if Owner is a corporation, partnership or other business entity and an interest in said business entity is transferred, whether by merger, outright purchase or otherwise, in lieu of the sale of the Property, then, without incurring commission to another broker, **Owner shall pay Broker a commission of One Hundred Thousand Dollars and no/100 (\$100,000.00);** which commission shall be paid at the time Owner and buyer (successors and assigns) close on the Property or interest and title to the Property or an interest in the Property is transferred.

The commission due to Broker by the Owner shall be split based on their percentage of land ownership as follows: City of Bloomington, Illinois shall pay 73.30% of the commission due Broker and Illinois Wesleyan University shall pay the remaining 26.70% of the commission due Broker.

Owner also agrees to pay the commission to Broker if a contract is executed within six (6) months after termination of this Agreement to a prospect submitted by Broker during the term of this Agreement, or to anyone with whom Owner dealt during the term of this Agreement. Within five (5) days after the termination of the Agreement, Broker shall submit to Owner at the address listed herein via certified mail, a list of prospects (**Prospect List**) that Broker submitted to the Owner or Owner's Property during the term of the Agreement. The Prospect List shall serve as notice to Owner and formal registration of those prospects which may earn Broker a commission in the event that the Property is sold to a prospect during the six (6) month period. Broker's failure to submit a Prospect List shall not waive any rights to commissions that may be due Broker under this Agreement. In addition, Broker's submittal of the Prospect List shall not waive any rights to commissions that may be due for those leases executed by anyone with whom Owner dealt during the term of the Agreement.

The full commission is payable at closing. If no closing occurs as a result of buyer's default, Broker will waive the commission and this Agreement will continue for the balance of the term, but if the closing fails to occur as a result of Owner's default or the failure of Owner to act in good faith and due diligence toward closing on the sale or exchange of the Property or an interest in the Property, then the commission under this Agreement will become immediately due.

3. **EXCHANGES:** The term "sale" shall include any exchange or trade to which Owner consents. In the event that Owner exchanges or trades the Property through the services of Broker or during the term of this Agreement, Broker shall be entitled to the same commission as stated in paragraph 2. as though the Owner had sold the Property. The Owner acknowledges that there may be tax consequences arising out of the exchange or trade of the Property and is advised to seek competent tax advice if the Owner chooses to do so.

4. **CONTRIBUTED PROPERTY:** If the Owner donates the Property to a charitable or not for profit organization, a commission as stated in paragraph 2. will be due.

5. **LEASE:** In the absence of a separate Exclusive Agency Listing Agreement for the Lease of the Property, and in the event the Owner executes a contract to lease the Property through the services and efforts of Broker, or during the term of this Agreement, including the six (6) month period after the termination of the Agreement if the prospect was submitted to Owner in the Prospect List per paragraph 2. or to anyone whom Owner dealt with during the term of the Agreement, then, without incurring commission to another broker, Owner shall pay Broker a commission as stated in paragraph 2. Said commission shall be paid at the time Owner and tenant (successors and assigns) enter into said lease.

6. **AGENCY DISCLOSURES:** Broker designates **Ryan Murphy (Owner's Designated Agent)**, as a sales associate affiliated with Broker, to act as the only legal agent of Owner for purposes of marketing the Property under this Agreement to the exclusion of all brokers or salespersons employed by or affiliated with Broker, unless and until Broker notifies Owner in writing to the contrary.

Broker reserves the right to name additional Designated Agents. If additional Designated Agents are named, Broker agrees to notify Owner in writing within a reasonable time. If other brokers or salespersons

employed by or affiliated with Broker are designated as the legal agents of the prospective buyer of the Property, then Broker agrees to instruct each of the designated brokers or salespersons to act exclusively for the party they have been designated to represent and not to share or attempt to obtain information not appropriate to share or obtain with representatives of adverse parties.

7. **COOPERATING AGENTS / BROKERS:** Owner understands and agrees that other salespersons affiliated with Broker, other than Owner's Designated Agent(s), may represent the actual or prospective buyer (**Buyer's Agent**) of Owner's property. Further, Owner understands and agrees that if the Property is sold through the efforts of a sales associate affiliated with Broker who represents the Buyer, the other sales associate affiliated with Broker will be acting as a Buyer's designated agent.

Owner acknowledges that potential buyers may elect to employ the services of a different licensed real estate broker or sales associate as their own agent. Broker is authorized to show the Property to prospective buyers represented by Buyer's Agent and Broker, in its sole discretion, may pay a part of the above commission to Buyer's Agent or other cooperating agents. Broker is authorized in its sole discretion to determine with which brokers it will cooperate, and the amount of compensation that it will offer cooperating brokers in the sale of the Property.

8. **DUAL AGENCY:** Owner acknowledges that Broker may represent prospective Buyers as well as Owner and Broker agrees as such to provide Owner with a Disclosure and Consent to Dual Agency form for Owner to execute if Owner agrees to the dual agency.

9. **BROKER'S DUTIES:** Broker shall use its best efforts to produce a Buyer ready, willing, and able to purchase, develop or lease the Property at terms acceptable to Owner; shall assist to the extent requested by Owner, in negotiating the terms of and filling out a real estate purchase agreement; and comply with all applicable laws in performing its duties. Accept delivery of and present to the Owner offers and counteroffers to buy, sell, or lease the Owner's property or the property the Owner seeks to purchase or lease; assist the Owner in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that relate to the offers and counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived; and answer the Owner's questions relating to the offers, counteroffers, notices, and contingencies. Broker shall seek proposals from a Buyer in conformance with the following guidelines:

i. Proposals will preferably include new, mixed-use structures with ground floor retail / commercial and upper-story residential units. Residential units should be market-rate and should not be targeted to college students or to senior citizens.

ii. Proposals should be transit-oriented and pedestrian friendly.

iii. Proposals should ideally be submitted by a single, master developer, with a comprehensive plan for the entire Project Area.

iv. Proposals may include the rededication and reconstruction of East Street, as public right of way between Walnut Street and Chestnut Street.

v. Proposals should be sensitive to the historic character of the adjacent Franklin Square neighborhood, a designated historic district listed on the National Register of Historic Places.

10. **OWNER'S COVENANTS:** Owner agrees to cooperate with Broker, its agents and cooperating brokers fully with respect to Broker's efforts to market and sell the Property. Owner agrees to refer to Broker all inquiries received relating to the sale of the Property and to conduct all negotiations with prospective buyers of the Property through Broker. Owner further agrees to furnish Broker any information concerning the Property as Broker may reasonably request from time to time.

The Owner represents and warrants that it is either the owner of the Property, the beneficiary under the land trust that owns the Property or is the authorized agent of the Owner who has the power and authority to enter into this Contract on behalf of the legal or beneficial owner of the Property.

11. **CONDITION OF PROPERTY:** Broker is not charged with the custody of the Property, nor its management, upkeep or repair. Owner understands that the information furnished by Owner to Broker will be used to advertise Owner's property to the public and it is necessary that the information is accurate. Owner acknowledges that Owner may be liable to a buyer for any latent or hidden undisclosed defects in the Property that are known to Owner and not disclosed to a buyer.

Owner agrees to disclose to Broker and prospective buyers all information that Owner has or may obtain regarding the Property. Broker is authorized to disclose all such information to prospective buyers. Owner agrees to indemnify and save harmless Broker and its officers, employees and agents against any and all actions, claims, damages and liabilities (a) relating to the condition of the Property; (b) pertaining to the presence and location of asbestos, PCB transformers, underground storage tanks and any hazardous or contaminated substances in, on or around the Property and any damage or injury to person or Property resulting from or occurring in, on or about the Property.

Owner agrees to keep the Property in good repair / condition during the term of the Agreement.

12. **INDEMNIFICATION:** Owner agrees to indemnify, defend and hold Broker and its sales agents harmless from any and all claims, disputes, litigation, judgments, and costs (including reasonable attorney's fees) arising from Owner's breach of this Agreement, from any incorrect information or misrepresentation supplied by Owner to Broker or from any material facts, including latent defects, that are known to Owner and that Owner fails to disclose to Broker or any of its sales agents.

13. **MARKETING:** Owner authorizes Broker to place and remove listing signs on or from the Property and to advertise through various print media, the internet or other similar means or media and to photograph the same and use such photographs in the negotiations of a sale. Owner further authorizes Broker

and or cooperating brokers to conduct showings of the Property and grants Broker and or cooperating brokers access to the Property to show the same at reasonable hours.

14. **DEFAULT:** In the event either party fails to perform it's obligations under this Agreement and if it becomes necessary for either party to retain an attorney or initiate any legal proceedings in order to secure conformance with this Agreement, then in addition to all other sums either party may be entitled to recover, either party shall also be entitled to recover court costs, reasonable attorney fees, pre-judgment and post-judgment interest and all other costs incurred by either party in connection therewith. Owner acknowledges that Broker shall have all rights granted to Brokers under the Illinois Commercial Real Estate Broker Lien Act.

15. **EARNEST MONEY:** Earnest money deposited by a prospective buyer shall be held in escrow until closing with the Escrowee allowed to retain expenses incurred for Owner and to pay the earnest money into court in the event of a dispute. IN THE EVENT THAT OWNER RETAINS THE EARNEST MONEY, OR ANY PART THEREOF AS A RESULT OF THE PROSPECTIVE TENANTS DEFAULT, THEN BROKER IS ENTITLED TO ONE-HALF (1/2) OF THE AMOUNT OWNER RECEIVES LESS ANY EXPENSES OR LOSSES OWNER MAY HAVE AS A RESULT OF THE TENANT DEFAULT.

16. **NONDISCRIMINATION:** THE PARTIES ACKNOWLEDGE THAT IT IS ILLEGAL FOR EITHER OWNER OR BROKER TO REFUSE TO DISPLAY OR SELL THE PROPERTY TO ANY PERSON BECAUSE OF HIS RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, OR PHYSICAL DISABILITY.

17. **AMENDMENTS IN WRITING:** No amendment or alterations in the terms of this Agreement will be valid or binding unless made in writing and signed by Owner and Broker.

18. **ACKNOWLEDGMENT:** All persons signing below have read and understand this Agreement.

19. **BINDING EFFECT:** This Agreement shall be binding upon the heirs, successors, administrators and assigns of the parties hereto.

20. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

21. **EXECUTION AND COUNTERPARTS:** This contract contains the entire agreement of the parties and cannot be changed except by their written consent. This Agreement supersedes all prior agreements and understandings between the Owner and Broker with respect to the Property. This Agreement may be executed in any number of counterparts, each and all of which shall be deemed for all purposes to be one agreement.

22. **MISCELLANEOUS:** If more than one Owner or buyer is involved, the pronouns and grammatical structure shall be understood to conform.

**OWNER: CITY OF BLOOMINGTON,**  
**ILLINOIS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Dated: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**BROKER: CBCDR, LLC**

By: \_\_\_\_\_  
Name Ryan Murphy  
Title: Designated Agent  
Phone: 217-840-7953  
Fax: 217-352-5513  
Dated: \_\_\_\_\_  
E-mail: ryan.murphy@cbcdr.com

**OWNER: ILLINOIS WESLEYAN UNIVERSITY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Dated: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**COLDWELL BANKER COMMERCIAL DEVONSHIRE REALTY  
DISCLOSURE AND CONSENT TO DUAL AGENCY  
COMMERCIAL**

**NOTE TO CONSUMER: THIS DOCUMENT SERVES THREE PURPOSES. FIRST, IT DISCLOSES THAT A REAL ESTATE LICENSEE MAY POTENTIALLY ACT AS A DUAL AGENT, THAT IS, REPRESENT MORE THAN ONE PARTY TO THE TRANSACTION. SECOND, THIS DOCUMENT EXPLAINS THE CONCEPT OF DUAL AGENCY. THIRD, THIS DOCUMENT SEEKS YOUR CONSENT TO ALLOW THE REAL ESTATE LICENSEE TO ACT AS A DUAL AGENT ONLY WITH YOUR CONSENT. BY CHOOSING TO SIGN THIS DOCUMENT, YOUR CONSENT TO DUAL AGENCY REPRESENTATION IS PRESUMED.**

The undersigned CBCDR, LLC (Licensee), the designated agent, and any subsequent designated agent(s) may undertake a dual representation (represent both the seller or landlord and the buyer or tenant) for the sale or lease of property 800 Block of North Main Street, Bloomington, Illinois (property address)

The undersigned acknowledge they were informed of the possibility of this type of representation. Before signing this document, please read the following:

Representing more than one party to a transaction presents a conflict of interest since both clients may rely upon Licensee's advice and the client's respective interests may be adverse to each other. Licensee will undertake this representation only with the written consent of ALL clients in the transaction.

Any agreement between the clients as to a final contract price and other terms is a result of negotiations between the clients acting in their own best interests and on their own behalf. You acknowledge that Licensee has explained the implications of dual representation, including the risks involved, and understand that you have been advised to seek independent advice from your advisors or attorneys before signing any documents in this transaction.

**What a Licensee Can Do For Clients When Acting as a Dual Agent**

1. Treat all clients honestly.
2. Provide information about the property to the buyer or tenant.
3. Disclose all latent material defects in the property that are known to Licensee.
4. Disclose financial qualification of the buyer or tenant to the seller or landlord.
5. Explain real estate terms.
6. Help the buyer or tenant to arrange for property inspections.
7. Explain closing costs and procedures.
8. Help the buyer compare financing alternatives.
9. Provide information about comparable properties that have sold so both clients may make educated decisions on what price to accept or offer.

**What a Licensee Cannot Disclose to Clients When Acting as a Dual Agent**

1. Confidential information that Licensee may know about the clients, without that client's permission.
2. The price the seller or landlord will take other than the listing price without permission of the seller or landlord.
3. The price the buyer or tenant is willing to pay without permission of the buyer or tenant.
4. A recommended or suggested price the buyer or tenant should offer.
5. A recommended or suggested price the seller or landlord should counter with or accept.

If either client is uncomfortable with this disclosure and dual representation, please let Licensee know. You are not required to sign this document unless you want to allow the Licensee to proceed as a Dual Agent in this transaction.

By signing below, you acknowledge that you have read and understand this form and voluntarily consent to the Licensee acting as a Dual Agent (that is, to represent BOTH the seller or landlord and their buyer or tenant) should that become necessary.

CLIENT: \_\_\_\_\_  
(Seller/Lessor)

CLIENT: \_\_\_\_\_  
(Seller/Lessor)

CLIENT: \_\_\_\_\_  
(Buyer/Lessee)

CLIENT: \_\_\_\_\_  
(Buyer/Lessee)

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

LICENSEE: \_\_\_\_\_



REGULAR AGENDA ITEM NO. 8C

FOR COUNCIL: June 24, 2019

SPONSORING DEPARTMENT: Administration

SUBJECT: Consideration and action on a Resolution in Relation to the Connect Transit Working Group, as requested by the Administration Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK: Goals 1. Financially Sound City Providing Quality Basic Services; 4. Strong Neighborhoods; 5. Great Place - Livable, Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objectives 1e. Partnering with others for the most cost-effective service delivery; 4e. Strong partnership with residents and neighborhood associations; 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: Connect Transit formed a working group, known as the Connect to the Future Work Group, to help the Connect Transit Board evaluate and address various challenges facing the Connect Transit System. The working group is also charged with helping the Connect Transit Board "envision the public transit system" desired and wanted by the community.

After recent discussions and presentations in front of the City Council, several Council members voiced a desire to bring forward a resolution to further address the challenges currently facing Connect Transit.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read "Tim Gleason".

Tim Gleason  
City Manager

**Attachments:**

- LD 1B Connect Transit Resolution

## RESOLUTION NO. 2019 - 27

### A RESOLUTION IN RELATION TO THE CONNECT TRANSIT WORKING GROUP

WHEREAS, by a joint effort of the City of Bloomington ("City") and the Town of Normal ("Town"), Connect Transit operates as an independent agency governed by a board appointed by both the City and Town; and

WHEREAS, providing transportation options to the citizens of the City is of vital importance to the operations of the community, including ensuring a vibrant economy, working and shopping opportunities; and

WHEREAS, Connect Transit recently formed a working group, known as the Connect to the Future Work Group (hereinafter "Working Group") to assist with the evaluation of various challenges facing Connect Transit and to help the Connect Transit Board "envision the public transit system our community wants and deserves"; and

WHEREAS, the City Council desires to pass this resolution in support of the Working Group and to offer additional areas of exploration and opinion.

NOW, THEREFORE, BE IT RESOLVED BY THE City Council of the City of Bloomington, McLean County, Illinois, as follows:

**Section 1.** The above stated recitals are incorporated herein by reference.

**Section 2.** The City Council hereby expresses its support for and desire that the Connect Transit Working Group continue its efforts in addressing various mobility and other challenges being faced by Connect Transit. The City Council further specifically requests the Working Group consider the following:

- (A) if it is decided that a mobility fare increase is needed and warranted to continue and maintain those operations, explore and propose other ways to offset the fare increase with the City Manager before it is effective;
- (B) to explore and propose the creation of a reserve fund for door-stop service for mobility riders during inclement weather;
- (C) to explore and propose ways to improve and clarify the Connect Transit intergovernmental agreements; and
- (D) to prepare and bring back to the City Council a comprehensive presentation by Connect Transit staff identifying and explaining the proposed changes and next steps.

**Section 3.** The City Clerk is directed to provide a copy of this Resolution to the Connect Transit Board and the Working Group.

**Section 4.** This Resolution shall be in full force and effect immediately after its passage and approval.

PASSED this 24<sup>th</sup> day of June 2019.

APPROVED this \_\_\_\_\_ day of June 2019.

**CITY OF BLOOMINGTON**

\_\_\_\_\_  
Tari Renner, Mayor

**ATTEST**

\_\_\_\_\_  
Leslie Yocum, City Clerk



REGULAR AGENDA ITEM NO. 8D

**FOR COUNCIL:** June 24, 2019

**SPONSORING DEPARTMENT:** Human Resources

**SUBJECT:** Report of a Classified (Non-Union) IMRF Retirement, as requested by the Human Resources Department.

**RECOMMENDED MOTION:** Informational only, as required pursuant to the Local Government Wage Increase Transparency Act, 50 ILCS 155/1.

**STRATEGIC PLAN LINK:** Goal 1. Financially sound City providing quality basic services.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 1c. Engaged residents that are well informed and involved in an open governance process.

**BACKGROUND:** On July 28, 2016, the Local Government Wage Increase Transparency Act ("Act"), took effect to require the disclosure and discussion of certain wage increases/payments that may have a pension impact. These payments and other required disclosures for retirement payments being made to Classified employees were discussed in an open meeting of the Bloomington City Council on November 28, 2016 as required under the Local Government Wage Increase Transparency Act.

In Bloomington, employees have historically been able to accrue sick leave and then structure the payout over a three-month period prior to retirement or voluntary termination from the City. In 2009, the City began enacting policies that ceased the structured payout of sick leave for new employees. These new policies were in place for Classified employees in 2012 and in all applicable union contracts by 2014. In the fall of 2015, the City Council debated making further changes to how sick leave is paid, and approved Resolution No. 2015-42. In October 2018, an ordinance was approved which directed the City Manager to not bring to the City Council any collective bargaining agreement renewals unless each modifies the timing of how accrued sick leave is paid to eligible employees, to significantly reduce the artificial inflation of employee pensions. As a result of recent agreements enacted with multiple union groups across the City, Classified employees eligible for the Sick Leave Buy Back (SLBB) benefit must provide their intent to retire notice by October 31, 2019 and leave the City by April 30, 2020 in order to have SLBB funds paid in a way that positively impacts their pension benefit.

In accordance with the Local Government Wage Increase Transparency Act, the City has its seventh Classified employee 'triggering' event with the retirement of Sue Witt. Ms. Witt is an Office Manager in the Fire Department, and a non-represented (Classified) employee in the Illinois Municipal Retirement System (IMRF) who has expressed her intent to retire from the City as of September 6, 2019.

In accordance with policies and practices of the City for Classified employees hired before May 1, 2012, Ms. Witt has accrued \$41,399.33 of unused, accrued sick leave which is to be paid into her retirement health savings (RHS) account, to be made in three (3) equal payments in the 3 months (June, July & August) prior to her retirement. Under Section 5(c) of the Act, the following disclosures are made:

**Employee Name: Sue Witt**

- (1) The identity of the employee: Sue Witt.
- (2) The purpose and amount of the increases or payments: \$51,788.72 (includes \$41,399.33 of earned sick leave and \$10,389.39 of accrued vacation time that will be paid out upon retirement - assumes no sick leave or vacation usage until retirement date).
- (3) The proposed retirement date: September 6, 2019.
- (4) The effect of the payment(s) upon the expected retirement annuity of the employee: an increase of \$535.90 per month.
- (5) The effect of the payment(s) upon the liability of the employer to the Article 7 Fund: The disclosable payment is projected to increase the pension liability of the City by \$97,716.00.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A**

**FINANCIAL IMPACT:** The estimated amount of Ms. Witt's sick leave/vacation payout is anticipated to be \$51,788.72, assuming she does not diminish her sick leave bank or use vacation time prior to her retirement date. The "accelerated payment" for this payout is expected to be \$97,716.00.

Pursuant to legislation from 2012, the accelerated payment is the upfront funding of a pension liability and is not an additional penalty paid by the City. Payments of this type are not budgeted. Costs have historically been expected to be absorbed by other operational savings. Due to the City's policy changes enacted to address the impact of Sick Leave Buy Back payouts on pension liabilities, an increase in retirements may occur necessitating the Use of Fund Balance. If necessary, a budget amendment will be processed at the end of the year.

**COMMUNITY DEVELOPMENT IMPACT: N/A**

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

Respectfully submitted for Council consideration.

Prepared By: Josh Hansen, Compensation & Benefits Mgr.

Reviewed By: Nicole Albertson, HR Director

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager  
Scott Rathbun, Finance Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read 'T. Gleason', with a stylized flourish at the end.

Tim Gleason  
City Manager