



**CITY OF
BLOOMINGTON
COUNCIL MEETING
JULY 26, 2021**



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

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

PUBLIC COMMENT

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

CONSENT AGENDA

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

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

PUBLIC HEARING

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

REGULAR AGENDA

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

MAYOR AND COUNCIL MEMBERS

Mayor - Mboka Mwilambwe

City Council Members

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

City Manager - Tim Gleason

Deputy City Manager - Billy Tyus

CITY LOGO DESIGN RATIONALE

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

MISSION, VISION, AND VALUE STATEMENT

MISSION

To Lead, Serve and Uplift the
City of Bloomington

VISION

A Jewel of the Midwest Cities

VALUES

Service-Centered,
Results-Driven,
Inclusive

STRATEGIC PLAN GOALS

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

AGENDA



REGULAR SESSION CITY COUNCIL MEETING AGENDA
GOVERNMENT CENTER CHAMBERS, 4TH FLOOR, ROOM #400
115 E. WASHINGTON STREET, BLOOMINGTON, IL 61701
MONDAY, JULY 26, 2021, 6:00 P.M.

1. Call to Order
2. Pledge of Allegiance to the Flag
3. Remain Standing for a Moment of Silent Prayer
4. Roll Call
5. Recognition/Appointments
 - A. Proclamation recognizing National Farmers' Market Week August 1-7, 2021, as requested by the Administration Department. *(Recommended Motion: None; recognition only.)*
6. Public Comment

Individuals wishing to provide emailed public comment must email comments to publiccomment@cityblm.org at least 15 minutes before the start of the meeting. Individuals wishing to speak in-person may register at cityblm.org/publiccomment at least 5 minutes before the start of the meeting.
7. Consent Agenda
 - A. Consideration and action to approve Bills and Payroll in the amount of \$7,443,350.93, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*
 - B. Consideration and action to approve the Purchase of a 2022 Ford F-550 4WD, Horton Model 623 (173") Type I All-Aluminum Modular Ambulance from Foster Coach, Sterling, IL, through the Suburban - Northwest Municipal Conference (NWMC) Joint Purchasing Cooperative, in the amount of \$284,444.00, as requested by the Fire Department. *(Recommended Motion: The proposed Purchase and Pre-payment Plan be approved.)*
 - C. Consideration and action on a Resolution Waiving the Formal Bidding Process and Approving the Sentinel Technologies Inc. Cisco Flex Calling Enterprise Agreement for Three (3) Years in the amount of \$117,266.71, as requested by the Information Technology Department. *(Recommended Motion: The proposed Resolution be approved.)*
 - D. Consideration and action on 1) a Resolution Approving Acceptance of the Illinois Housing Development Authority's (IHDA) Abandoned Property Program in the Amount of \$70,000, 2) an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2022 in the Amount of \$70,000, and 3) the approval of the Program Funding Agreement, as requested by the Economic &

Community Development Department. *(Recommended Motion: The proposed Resolution, Ordinance, and Agreement be approved.)*

- E. Consideration and action 1) on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2022, as it relates to the Zoo Anteater, Bush Dog & Tortoise Exhibit budget, AKA the South American Exhibit, in the amount of \$1,000,000; and 2) to approve the Contract with Farnsworth Group in the amount of \$33,700 for the construction oversight services for the South American Exhibit at the Miller Park Zoo, as requested by the Parks, Recreation and Cultural Arts Department. *(Recommended Motion: The proposed Ordinance and Contract be approved.)*
- F. Consideration and action on an Ordinance Approving the Final Plat of The Grove on Kickapoo Creek Eighth Addition, as requested by the Public Works Department. *(Recommended Motion: The proposed Ordinance be approved, subject to the petitioner providing the required sureties.)*
- G. Consideration and action on an Ordinance Recognizing the Completion of the Market Square Redevelopment and the Termination of the 1987 and 1988 Redevelopment Agreements with Market Square, Inc., as requested by the Legal Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- H. Consideration and action on an Ordinance Approving a Site Plan for New Construction of a Restaurant in the B-1 (General Commercial) District, for Property Located at 1901 W. Market Street, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- I. Consideration and action to approve a Lake Bloomington Lot Transfer and Supplemental Agreement for Lot 3 in Block 0 in Peoria Pointe, from the Pamela Williamson and Kenneth Hughes, to the petitioners, Marcus A. Crebo and Kimberly J. Whitesell, as requested by the Public Works Department. *(Recommended Motion: The proposed Lot Transfer and Supplemental Agreement be approved.)*

8. Regular Agenda

- A. Consideration and action on an Ordinance Amending Ordinance 2014-111 Regarding the Designation and Operation Criteria in the Bloomington Normal Enterprise Zone and Authorizing the Approval of an Intergovernmental Agreement Regarding the Zone, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.) (Presentation by Tim Gleason, City Manager; Melissa Hon, Economic & Community Development Director; Patrick Hoban, CEO of Bloomington-Normal Economic Development Council, 5 minutes; and City Council discussion, 15 minutes.)*
- B. Presentation of information regarding planned infrastructure projects and other initiatives related to the recent storm discussion, as requested by the Administration Department. *(Recommended Motion: None; presentation only.) (Presentation by Tim Gleason, City Manager, 10 minutes; and City Council discussion, 20 minutes.)*

9. Finance Director's Report

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

10. City Manager's Discussion

11. Mayor's Discussion

12. Council Member's Discussion

13. Executive Session - Cite Section

14. Adjournment

RECOGNITIONS



RECOGNITION/APPOINTMENTS ITEM NO. 5.A

FOR COUNCIL: July 26, 2021

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation recognizing National Farmers' Market Week August 1-7, 2021, as requested by the Administration Department.

RECOMMENDED MOTION:

None; recognition only.

STRATEGIC PLAN LINK:

-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amy Overton, Executive Assistant

Reviewed by:

A handwritten signature in black ink, appearing to read "Billy Ryus".

Billy Ryus, Deputy City Manager

7/21/2021

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

Tara Henry, Legislative Assistant

7/21/2021

Recommended by:

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

Tim Gleason, City Manager

Tim Gleason, City Manager

Attachments:

- ADM 1B National Farmers' Market Week

PROCLAMATION

In Recognition of National Farmers' Market Week August 1st-7th, 2021

WHEREAS, Bloomington, Illinois farmers and ranchers provide people with access to healthful, locally, and regionally produced foods through farmers' markets, which are expanding and evolving to accommodate the demand for a diverse array of agricultural products; and

WHEREAS, farmers' markets and other agricultural direct marketing outlets provide infrastructure to assist in the distribution of farm and value-added products, thereby contributing approximately \$9 billion each year to the U.S. economy; and

WHEREAS, farmers' markets serve as significant outlets by which small-to-medium, new and beginning, and veteran agricultural producers market agricultural products, generating revenue that supports the sustainability of family farms and the revitalization of rural communities nationwide; and

WHEREAS, The City recognizes the importance of expanding agricultural marketing opportunities that assist and encourage the next generation of farmers and ranchers; generate farm income to help stimulate business development and job creation; build community connections through rural and urban linkages; and more; and

WHEREAS, the farmers' market makes fresh, healthy, local foods more accessible for all people in the community by accepting Link/EBT and doubling the value of dollars spent on produce through Link Up Illinois grant funding.

THEREFORE, BE IT RESOLVED that I, Mboka Mwilambwe, Mayor of the City of Bloomington, do hereby proclaim August 1-7, 2021, as **National Farmers' Market Week** in the City of Bloomington and commend its observance to all people.


Mboka Mwilambwe
Mayor


Leslie Yocum
City Clerk



CONSENT AGENDA



CONSENT AGENDA ITEM NO. 7.A

FOR COUNCIL: July 26, 2021

SPONSOR: Finance Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve Bills and Payroll in the amount of \$7,443,350.93, as requested by the Finance Department.

RECOMMENDED MOTION:

The proposed Bills and Payroll be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Total disbursements to be approved \$7,443,350.93 (Payroll total \$2,737,490.73, Accounts Payable total \$4,153,778.69, and Bank Transfers total \$552,081.51).

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Sheryl McDaniel, Accountant

Reviewed by:

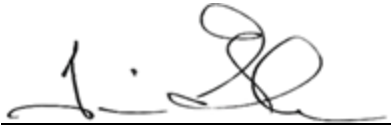

F. Scott Rathbun, Finance Director

7/21/2021


Tara Henry, Legislative Assistant

7/21/2021

Recommended by:

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

Tim Gleason, City Manager

Attachments:

- FIN 1B Council Finance Summary Report

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
7/16/2021	\$ 2,160,517.74	\$ 576,972.99	\$ 2,737,490.73

Off Cycle Adjustments

PAYROLL TOTAL	\$ 2,737,490.73
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ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
7/26/2021	AP General	\$ 4,072,069.72
7/26/2021	AP JMScott	\$ 1,517.14
7/26/2021	AP Comm Devel	\$ 4,714.32
7/26/2021	AP IHDA	\$ 2,134.28
7/26/2021	AP Library	\$ 44,867.25
7/26/2021	AP MFT	\$ 8,500.00
7/09/2021-7/16/2021	Out of Cycle	\$ 19,975.98
6/22/2021-7/12/2021	AP Bank Transfers	\$ 552,081.51
	AP TOTAL	\$ 4,705,860.20

PCARDS

Date Range

	\$	-
PCARD TOTAL	\$	-

GRAND TOTAL	\$ 7,443,350.93
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Respectfully,

F. Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 7.B

FOR COUNCIL: July 26, 2021

SPONSOR: Fire Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Purchase of a 2022 Ford F-550 4WD, Horton Model 623 (173") Type I All-Aluminum Modular Ambulance from Foster Coach, Sterling, IL, through the Suburban - Northwest Municipal Conference (NWMC) Joint Purchasing Cooperative, in the amount of \$284,444.00, as requested by the Fire Department.

RECOMMENDED MOTION:

The proposed Purchase and Pre-payment Plan be approved.

STRATEGIC PLAN LINK:

- Goal 4. Strong Neighborhoods
- Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

- Objective 4a. Residents feeling safe in their homes and neighborhoods
- Objective 1d. City services delivered in the most cost-effective, efficient manner

BACKGROUND: The Fire Department is requesting to purchase one Horton Ambulance through the Suburban Purchasing Cooperative (NWMC) Contract #174 (exp. 12/31/21) from Foster Coach Sales, Inc. in Sterling, Illinois for \$284,444.00. The ambulance cost is \$283,640.00 and the performance bond is \$804. This ambulance was included in the FY 2022 Budget that was adopted by the City Council on April 12, 2021.

This new ambulance will be used to replace one of two frontline ambulances that were purchased in 2018, which will be moved into a reserve or back-up status. The estimated build time for this ambulance is 324 days. The ambulance that will be replaced will be determined closer to delivery date. The oldest ambulance, a 2012 International, will be kept as an additional reserve unit, or the department will work with Procurement to dispose of the vehicle when it's no longer needed. This purchase continues the City's policy of replacing a frontline ambulance after 5 years of service and utilizing it as a reserve or back-up ambulance for an additional 5 years.

The ambulance design will be duplicated from the ambulance that was purchased in FY 2021 (Medic 1). This is a continuation of the design of Medic 2 purchased in FY 2020 that department Paramedics have found to be operationally effective, providing increased space to provide patient care and a smoother ride for their patients during transport to hospitals.

The ambulance would be purchased through the Suburban Purchasing Cooperative (SPC-NWMC), of which the City is a member. This organization combines the resources and purchasing power of multiple governments to jointly bid and negotiate advantageous

contract terms. The SPC is a joint purchase program sponsored by the NWMC, DuPage Mayors & Managers Conference (DMMC), South Suburban Mayors & Managers Association (SSMMA), and Will County Government League (WCGL). The SPC exemplifies the benefits of intergovernmental cooperation on a regional basis.

The Fire Department is recommending that the City take advantage of a pre-payment option that is offered by Horton Emergency Vehicles. This program allows the City to pre-pay the full amount of the ambulance. Once Horton receives the order, they will begin paying 3% interest on the cost of the ambulance conversion. Once the ambulance is delivered, Horton would then write a check back to the City for interest earned. Our estimate is that this amount would be over \$2,000 based on the delivery time being quoted by Horton. Horton has agreed to provide a performance bond if the City takes advantage of the pre-payment option. Chief West has had communication with both Finance and Procurement about taking advantage of the pre-payment, and all are in agreement that this would be a good option. Pre-payment with a performance bond has been used successfully for large fire apparatus in prior purchases.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Funds totaling \$294,296 are included in the Fire-Capital Outlay Licensed Vehicle account (10015210-72130). Stakeholders can locate this in the FY 2022 Budget Books titled "Budget Overview & General Fund" on page 245 and "Other Funds & Capital Improvement" on page 92.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

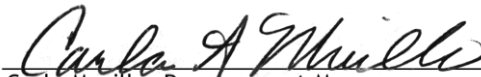
Prepared by: Cory Matheny, Deputy Chief

Reviewed by:

Eric C. West

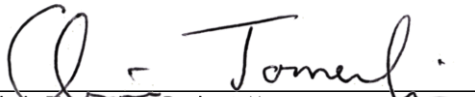
Eric C. West, Fire Chief

7/12/2021



Carla Murillo, Procurement Manager

7/14/2021



Chris Tomerlin, Budget Manager

7/14/2021



Jeffrey R. Jurgens, Corporation Counsel

7/20/2021



Tara Henry, Legislative Assistant

7/22/2021

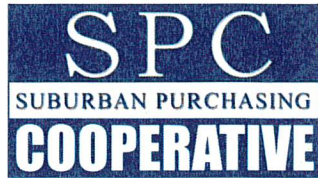
Recommended by:

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Tim Gleason, City Manager

Attachments:

- FIRE 1B 2021 SPC Contract Extension
- FIRE 1C 2021 Foster Coach Quote for Ambulance Purchase



A Joint Purchasing Program For Local Government Agencies

December 7, 2020

Mr. P.J. Foster
Vice President, Sales
Foster Coach Sales, Inc.
PO Box 700, 903 Prosperity Drive
Sterling, IL 61081

Dear Mr. Foster,

This letter is to inform you that the Governing Board of the Suburban Purchasing Cooperative has approved the third of four (4) contract extensions on the SPC 2021-22 Type I Additional Duty Ambulance Contract #174 to Foster Coach Sales Inc. for Horton Emergency Vehicles January 1, 2021 through December 31, 2021. In addition, new pricing has been approved as follows:

<u>Chassis</u>	<u>2020 Price</u>	<u>2021 Price</u>	<u>\$ Increase</u>	<u>% Increase</u>
2021 MY Ford Diesel F-550 4x4 Per SPC Specifications	\$ 292,244.00	\$ 295,881.00	\$ 3,637.00	1.24%
<u>Option</u>				
2021 MY Ford Gas F-550 4x4 (7.3-liter V-8)	\$ 284,257.00	\$ 287,799.00	\$ 3,542.00	1.25%
*Deduct (\$2,593.00) for a 2WD (4x2) Chassis				
 Alternate Chassis Options:				
2022 MY Freightliner M2 Per SPC Specifications	\$ 316,110.00	\$ 318,974.00	\$ 2,864.00	0.91%
*Add \$10,500.00 for Liquid Spring Suspension in Lieu of Air Ride				
 2022 MY International MV607 Per SPC Specifications	\$ 315,424.00	\$ 318,877.00	\$ 3,453.00	1.09%
*Add \$7,747.00 for Liquid Spring Suspension in Lieu of Air Ride				
 2021 MY International CV 4x4 with Liquid Spring Suspension	N/A	\$ 303,192.00	N/A	N/A
*Deduct (\$2,800.00) for a 2WD (4x2) Chassis				

DuPage Mayors & Managers Conference
1220 Oak Brook Road
Oak Brook, IL 60523
Suzette Quintell
Phone: (630) 571-0480
Fax: (630) 571-0484

Northwest Municipal Conference
1600 East Golf Rd., Suite 0700
Des Plaines, IL 60016
Ellen Dayan, CPPB
Phone: (847) 296-9200
Fax: (847) 296-9207

South Suburban Mayors And Managers Association
1904 West 174th Street
East Hazel Crest, IL 60429
Kristi DeLaurentiis
Phone: (708) 206-1155
Fax: (708) 206-1133

Will County Governmental League
15905 S. Frederick Street
Suite 107
Plainfield, IL 60586
Cherie Belom
Phone: (815) 254-7700

With acceptance of this contract extension, Foster Coach, Sterling, IL agrees to all terms and conditions set forth in the specifications contained within the Request for Proposals to which you responded. The SPC reserves the right to extend this contract for up one additional one-year term upon mutual agreement of the both the vendor and the SPC on a negotiated basis.

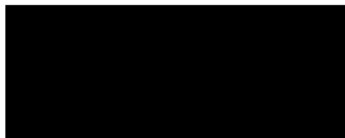
Foster Coach Sales Inc., Sterling, IL will handle all billing. Each ambulance will be assessed an administrative fee of \$750.00 per ambulance for members and \$1,000.00 per ambulance for non-members, which shall be paid directly by the vendor to the SPC on a quarterly basis.

The SPC looks forward to a productive year working with Foster Coach Sales, Inc., Sterling. Please sign and date this agreement below, retaining copies for your files and returning the original to my attention.

Sincerely,



Ellen Dayan, CPPB
Purchasing Director
Northwest Municipal Conference



Ellen Dayan, NWMC
12.07.20
Date

P.J. Foster, Foster Coach Sales
Date

**DuPage Mayors &
Managers Conference**
1220 Oak Brook Road
Oak Brook, IL 60523
Suzette Quintell
Phone: (630) 571-0480
Fax: (630) 571-0484

**Northwest Municipal
Conference**
1600 East Golf Rd., Suite 0700
Des Plaines, IL 60016
Ellen Dayan, CPPB
Phone: (847) 296-9200
Fax: (847) 296-9207

**South Suburban Mayors
And Managers Association**
1904 West 174th Street
East Hazel Crest, IL 60429
Kristi DeLaurentiis
Phone: (708) 206-1155
Fax: (708) 206-1133

**Will County
Governmental League**
15905 S. Frederick Street
Suite 107
Plainfield, IL 60586
Cherie Belom
Phone: (815) 254-7700

FOSTER COACH SALES, INC.

903 Prosperity Drive Street P.O. Box 700
Sterling, Illinois 61081

Phone: (815) 625-3276
(800) 369-4215

Fax: (815) 625-7222

Web site: www.fostercoach.com

AF01128**QUOTATION**

TO: CITY OF BLOOMINGTON
109 EAST OLIVE STREET
PO BOX 3157
BLOOMINGTON, IL 61702-3157

DATE: 06/24/21

ATTN: CHIEF WEST

REFERENCE: NEW AMBULANCE

We are pleased to submit the following quotation in accordance with your request and subject to the Terms and Conditions listed below and on the reverse side hereof.

QTY.	DESCRIPTION	EACH	NET PRICE
1	HORTON MODEL 623 (173") ALL ALUMINUM MODULAR AMBULANCE WITH 74" HEADROOM MOUNTED ON A 2022 F550 4X4 CHASSIS PER ENCLOSED WORK ORDER.	\$ 283,640.00	\$ 283,640.00
	OPTIONAL PRE-PAYMENT DISCOUNT: HOROTN WILL PAY 3% ANNUALIZED INTEREST ON ANY PRE-PAYMENTS MADE ON THE CONVERSION COST DURING THE BUILD TIME AT THE PLANT. THE INTEREST WILL ACCRUE FROM THE TIME THE MONEY IS RECEIVED UNTIL COMPLETION OF THE UNIT AT THE PLANT.		
	PREFORMANCE BOND COST	\$ 804.00	\$ 804.00
	ADDITIONAL OPTIONS:		
1	GRAVITY TYPE FLOWMETER WITH OHIO ADAPTOR		
1	INSTALLLL CUSTOMER SUPPLIED RADIO & CRADLE POINT		
1	LETTERING AND STRIPING PER RK GRAPHICS		
2	PURCHASE & INSTALL (2) FIRE VULCAN LED LIGHTS		
1	INSTALL CORIAN COUNTERTOPS ON ALL (3) COUNTERS		
1	PURCHASE & INSTALL PERFORMANCE LOAD		
1	PURCHASE & INSTALL COMPATIBILITY KIT FOR LOAD SYSTEM		
1	PURCHASE & INSTALL HAVIS MDT DASH MOUNTED BRACKET		
1	PURCHASE & INSTALL HAVIS ARMREST IN THE CAB		
1	FACTORY INSPECTION TRIP FOR (3) DEPARTMENT PERSONAL		
1	FRONT OEM CAB SEATS TO BE DONE IN VINYL		
		\$ Total	\$ 284,444.00
	ACCEPTED BY: _____		
	TITLE: _____ Date: _____		

ESTIMATED DELIVERY:

325 DAYS PENDING RECEIPT CHASSIS & APPROVED ORDERPROPOSED BY:

ANDREW FOSTER, VICE PRESIDENT



CONSENT AGENDA ITEM NO. 7.C

FOR COUNCIL: July 26, 2021

SPONSOR: Information Technology Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on a Resolution Waiving the Formal Bidding Process and Approving the Sentinel Technologies Inc. Cisco Flex Calling Enterprise Agreement for Three (3) Years in the amount of \$117,266.71, as requested by the Information Technology Department.

RECOMMENDED MOTION:

The proposed Resolution 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 City's local and wide area network consists of well over two hundred (200) devices spread across roughly forty (40) locations. The City's VoIP (Voice over Internet Protocol) infrastructure consists of multiple virtualized servers located in different geographical locations for redundancy, and approximately 500 telephone devices. Network and VoIP infrastructure is critical to City operations as it supports thousands of end-user devices (desktop computers, laptop computers, network printers, mobile devices, telephones, security cameras and access control, HVAC systems, lighting systems, websites, and remote connectivity) used 24 hours per day, 7 days a week to carry out operations throughout the City.

During the September 8, 2014 meeting, City Council authorized staff to enter into a maintenance agreement for the Network and VoIP infrastructure with Sentinel Technologies. Council approved a one-year contract, along with four optional years to be renewed annually. City Council also approved this maintenance for two additional years with the last maintenance agreement in FY19. Since September 2019, the City has not held an active maintenance contract for its Cisco Voice system.

These maintenance contracts were based on the perpetual licenses that were originally purchased or were added over the years as needed. While IT (Information Technology) has been able to maintain support with Sentinel Technologies on the VoIP system, the City began to experience increasing limitations to what could be accomplished with the version of the software into which the City was locked, especially during the pandemic when the City needed to leverage the VoIP system to allow for remote work.

City staff has worked with Sentinel to ensure that the types and amounts of coverage are appropriate for each piece of equipment included. Sentinel Technology has in-depth

knowledge of the City's Cisco Voice system and has provided support through prior maintenance contracts. Sentinel identified that the best and only way to continue the support needed from Cisco is to migrate to the new Cisco Flex Enterprise agreement, as Cisco is moving all their current clients to this new enhanced platform. The upgraded platform will provide the City with additional capability, flexibility, technical staff and trouble shooting. Sentinel worked with Cisco and was able to offer a reduction in the cost of the new platform due to the City's prior usage of Cisco's VoIP system. Sentinel registered this agreement with Cisco, which provides the City a substantial discount over other competitors. The "Deal Registration Incentive" from Cisco is there to add value, build relationships with existing clients, and provide the City the best possible value. IT Staff did some market research on other firms that might be able to provide a similar transition for the Cisco VoIP system but the costs were higher and did not include the cost of working with a new vendor who did not have the depth of knowledge and hands-on experience of Sentinel.

Sentinel has performed very well in support of the City's VoIP system, and staff believes that waiving the formal bidding process and approving this agreement is critical in the ongoing operations of the City.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Funds are included in the FY 2022 Budget under the Information Technology - Repair/Maintenance Office & Computer Equipment account (10011610-70530). Stakeholders can locate this in the FY 2022 Budget Book titled "Budget Overview & General Fund" on page 166.

COMMUNITY DEVELOPMENT IMPACT: N/A

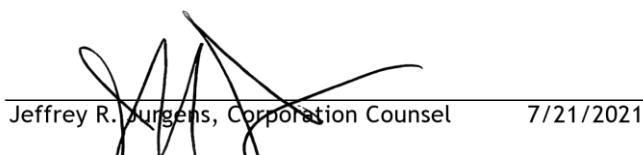
Respectfully submitted for Council consideration.

Prepared by: Craig McBeath, Director of Information Technology

Reviewed by:


Craig McBeath, Director of Information Technology 7/19/2021


Chris Tomertin, Budget Manager 7/19/2021


Jeffrey R. Jurgens, Corporation Counsel 7/21/2021


Tara Henry, Legislative Assistant 7/21/2021

Recommended by:

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

Tim Gleason, City Manager

Attachments:

- IT 1B Resolution - IT Cisco Flex Calling Enterprise -Sentinel Technologies
- IT 1C Sentinel Technologies Cisco Flex Calling Agreement

RESOLUTION NO. 2021 - ____

**A RESOLUTION AUTHORIZING WAIVING THE FORMAL BIDDING PROCESS AND APPROVING
THE SENTINEL TECHNOLOGIES INC. CISCO FLEX CALLING ENTERPRISE AGREEMENT FOR
THREE (3) YEARS IN THE AMOUNT OF \$117,266.71**

WHEREAS, the City of Bloomington has the ability to waive the technical bidding requirements, pursuant to City Code Chapter 16, Section 50; and

WHEREAS, the City has been working with Sentinel Technologies Inc. for Voice over Internet Protocol (VoIP) and network maintenance, support and continual evaluation of appropriate type and amount of coverage appropriate for each piece of equipment including the VoIP which consists of multiple virtualized servers and approximately five hundred (500) telephone devices; and

WHEREAS, the City has been experiencing increasing limitations with the current software version of the Cisco VoIP system especially with the demands of remote working, meetings, and the growing technological needs of the City for connectivity that is reliable, and

WHEREAS, Sentinel has worked with Cisco on a beneficial agreement that will allow the City to upgrade their existing VoIP system, provide additional capability, flexibility and additional technical staff, and troubleshooting at a lower cost due to the long-term usage of Cisco's VoIP system; and

WHEREAS, City staff requests the formal bidding process be waived and the City Manager be authorized to enter into a new agreement for the Cisco Flex Calling System with Sentinel Technologies Inc. for a period of three (3) years from the date of execution.

NOW, THEREFORE, BE IT ORDAINED/RESOLVED by the City Council of the City of Bloomington, McLean County, Illinois:

That the recitals set forth above are incorporated herein, the formal bidding requirements waived, the proposed agreement with Sentinel Technologies Inc., is approved and the City Manager, or designated representatives, are authorized to secure the agreement with Sentinel Technologies Inc., and are authorized to execute any necessary documents to effectuate the agreement.

PASSED this 26th day of July 2021.

APPROVED this ____ day of July 2021.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



City of Bloomington Flex Calling and Contact Center

Presented By:

Bill Venvertloh
Sr Sales Executive
Sentinel Technologies, Inc.
1-217-698-9200x5007
BVenvert@sentinel.com

Architect:

Chuck Brier
Solution Design Team Lead
Sentinel Technologies, Inc.
1-312-637-2014
cbrier@sentinel.com

Solution Subscriptions - Unless explicitly indicated otherwise within this contract, the below term for these subscription services will automatically renew, absent at least ninety (90) days' notice of cancelation by Customer before the start of the renewal term. For subscription services that do not automatically renew, Customer must provide Sentinel with at least ninety (90) days' notice of its intention to renew the services and shall hold Sentinel harmless from any service interruption to result from the cessation of services due to Customer's failure to provide timely notice as stated herein.

Extended Price

Cisco Flex Calling - Enterprise Agreement

Term: 36 Months

Payment Options: Monthly, Annually, Pre-Paid

Price Shown: Pre-Paid with Annually Option

Cisco On-Premise Includes the following:

390 Knowledge User which include 20% growth

Entitlements up to:

468 User/Device/Video Registrations

234 Common Room Devices

39 Analog Licenses included

1,170 Emergency Responder Licenses

4 Telepresence Room License

20 Expressway Rich Media Licenses

SRST

Attendant Console

20 Personal Meeting licenses (CMS)

Cisco Flex Contact Center

Term: 36 Months

Payment Options: Monthly, Annually, Pre-Paid

Price Shown: Pre-Paid with Annually Option

10 Premium Agents

41 Standard Agents

Subscriptions Total	\$	117,266.71
Optional Flex Calling Annual Payment	\$	25,211.47
Optional Flex Contact Center Annual Payment	\$	13,877.44



City of Bloomington
Flex Calling and Contact Center

Presented By:

Bill Venvertloh
Sr Sales Executive
Sentinel Technologies, Inc.
1-217-698-9200x5007
BVenvert@sentinel.com

Architect:

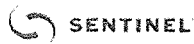
Chuck Brier
Solution Design Team Lead
Sentinel Technologies, Inc.
1-312-637-2014
cbrier@sentinel.com

TOTAL PROJECT - Project Total Cost is based on the combined purchase of all Hardware/Software, Professional Services and Solution Maintenance from Sentinel as detailed in the attached Bill of Materials. Unbundling or materially reducing any of these essential elements of the solution may result in modifications to the cost of the remaining elements.

		Extended Price
Solution Subscriptions	\$	117,266.71
Project Total	\$	117,266.71

***Quote is valid until 06/16/2021**

Plus applicable tax, shipping & handling



City of Bloomington

Flex Calling							
Part Number	Description	Qty	Unit Price	Ext Price	Initial Term	Billing Model	Renewal Term
A-FLEX	Collaboration Flex Plan	1	\$ -	\$ -	36 Months	Annually	12 Months
SVS-SPK-SUPT-BAS	Collaboration Support Services - Basic Support	1	\$ -	\$ -	36 Months	Annually	12 Months
A-FLEX-EAPL1	EntW On-Premises Calling Tier 1 (1)	390	\$ 156.56	\$ 61,058.40	36 Months	Annually	12 Months
A-FLEX-NUPM-EAL	NU On-Premises Meetings purchased with EntW Calling (1)	20	\$ 728.80	\$ 14,576.00	36 Months	Annually	12 Months
A-FLEX-FILESTG-ENT	File Storage Entitlement	400	\$ -	\$ -	36 Months	Annually	12 Months
A-FLEX-DEVREG-ENT	Cloud Device Registration Entitlement	468	\$ -	\$ -	36 Months	Annually	12 Months
A-FLEX-MSG-ENT	Messaging Entitlement	488	\$ -	\$ -	36 Months	Annually	12 Months
A-FLEX-CMS-MBRD	Cisco Meeting Server Multibranding (1)	1	\$ -	\$ -	36 Months	Annually	12 Months
A-FLEX-PMP	Personal Multiparty User License (1)	20	\$ -	\$ -	36 Months	Annually	12 Months
A-FLEX-SME-11X	Session Manager v11 (1)	1	\$ -	\$ -	36 Months	Annually	12 Months
A-FLEX-CMS-REC	Cisco Meeting Server Recording Port (1)	1	\$ -	\$ -	36 Months	Annually	12 Months
A-FLEX-EXP-GW	Enable GW Feature (H323-SIP) (1)	4	\$ -	\$ -	36 Months	Annually	12 Months
A-FLEX-EXP-E	Enable Expressway-E Feature Set (1)	2	\$ -	\$ -	36 Months	Annually	12 Months
A-FLEX-EXP-TURN	1800 TURN Relay Option (1)	2	\$ -	\$ -	36 Months	Annually	12 Months
A-FLEX-EXP-AN	Enable Advanced Networking Option (1)	2	\$ -	\$ -	36 Months	Annually	12 Months
A-FLEX-EXP-SERIES	Enable Expressway Series Feature Set (1)	4	\$ -	\$ -	36 Months	Annually	12 Months
A-FLEX-EXP-DESK	Expressway Deskphone Registration (1)	546	\$ -	\$ -	36 Months	Annually	12 Months
A-FLEX-EXP-ROOM	Expressway Room Registration (1)	3	\$ -	\$ -	36 Months	Annually	12 Months
A-FLEX-JABBER	Jabber (1)	195	\$ -	\$ -	36 Months	Annually	12 Months
A-FLEX-P-PLMENC-K9	Unified Communications Manager Encryption License (1)	1	\$ -	\$ -	36 Months	Annually	12 Months
A-FLEX-EXP-RMS	Expressway Rich Media Session (1)	20	\$ -	\$ -	36 Months	Annually	12 Months
A-FLEX-P-UCM-11X	Unified Communications Manager v11 License (1)	468	\$ -	\$ -	36 Months	Annually	12 Months
A-FLEX-P-TPRM-11X	Telepresence Room v11 License (1)	4	\$ -	\$ -	36 Months	Annually	12 Months
A-FLEX-P-ESS-11X	Essential v11 License (1)	39	\$ -	\$ -	36 Months	Annually	12 Months
A-FLEX-P-UCXN-11X	Unity Connection v11 License (1)	468	\$ -	\$ -	36 Months	Annually	12 Months
A-FLEX-P-ER-11X	Emergency Responder v11 License (1)	1170	\$ -	\$ -	36 Months	Annually	12 Months
A-FLEX-P-COMMON11X	Common Area v11 License (1)	78	\$ -	\$ -	36 Months	Annually	12 Months
A-FLEX-CMS-PAK	CMS Product Authorization Key (1)	1	\$ -	\$ -	36 Months	Annually	12 Months
A-FLEX-UCM-PAK	UCM Product Authorization Key (1)	1	\$ -	\$ -	36 Months	Annually	12 Months
A-FLEX-EXP-PAK	Expressway Product Authorization Key (1)	1	\$ -	\$ -	36 Months	Annually	12 Months
A-FLEX-EXP-KEY	Expressway Release Key (1)	4	\$ -	\$ -	36 Months	Annually	12 Months
A-FLEX-SW-11X-K9	On-Premises & Partner Hosted Calling SW Bundle v11 (1)	1	\$ -	\$ -	36 Months	Annually	12 Months
A-FLEX-ER-11X-K9	Emergency Responder SW Bundle v11 (1)	1	\$ -	\$ -	36 Months	Annually	12 Months
A-FLEX-EA-PRO-PK	EA Pro Pack for Cisco Webex Control Hub (1)	390	\$ -	\$ -	36 Months	Annually	12 Months
Initial Term Subscriptions Sub-Total:							\$75,634.40



City of Bloomington

Flex Contact Center								
Part Number	Description	Qty	Unit Price	Ext Price	Initial Term	Billing Model	Renewal Term	
A-FLEX-CC	Flex Contact Center	1	\$ -	\$ -	36 Months	Annually	12 Months	
SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	1	\$ -	\$ -	36 Months	Annually	12 Months	
A-FLEX-PJXPC	Flex CC On-Premises UCCX Premium Concurrent Agent	10	\$ 979.54	\$ 9,795.40	36 Months	Annually	12 Months	
A-FLEX-PJXSC	Flex CC On-Premises UCCX Standard Concurrent Agent	41	\$ 776.51	\$ 31,836.91	36 Months	Annually	12 Months	
A-FLEX-05-11X-K9	On-Premises UCCX Standard & Premium Media Kit v11	1	\$ -	\$ -	36 Months	Annually	12 Months	
A-FLEX-J-AGT-RTU	On-Premises PCCE & UCCE, Hosted CCE & CCX Agent RTU	1	\$ -	\$ -	36 Months	Annually	12 Months	
A-FLEX-JX-AGT-PAK	CCX Agent Product Authorization Key	1	\$ -	\$ -	36 Months	Annually	12 Months	
A-FLEX-PJXS-AGT11X	On-Premises UCCX Standard Agent License v11	41	\$ -	\$ -	36 Months	Annually	12 Months	
A-FLEX-PJXP-AGT11X	On-Premises UCCX Premium Agent License v11	10	\$ -	\$ -	36 Months	Annually	12 Months	
A-FLEX-PJX-SVR11X	On-Premises UCCX Standard & Premium Server v11	1	\$ -	\$ -	36 Months	Annually	12 Months	
Initial Term Subscriptions Sub-Total:								\$41,632.31



Pricing Proposal
Quotation #: 20537698
Created On: 5/27/2021
Valid Until: 6/26/2021

City of Bloomington

Megan Horath

109 E. Olive St
Bloomington, IL 61701
United States
Phone: (309) 434-2598
Fax:
Email: mhorath@cityblm.org

Inside Account Manager

Bobby Celentano

290 Davidson Ave
Somerset, NJ 08873
Phone: 888-591-3400
Fax: 877-289-6088
Email: TeamSHI@SHI.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Collaboration Flex Plan Cisco Systems - Part#: A-FLEX Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	1	\$0.00	\$0.00
2 Collaboration Support Services - Basic Support Cisco Systems - Part#: SVS-SPK-SUPT-BAS Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	1	\$0.00	\$0.00
3 File Storage Entitlement Cisco Systems - Part#: A-FLEX-FILESTG-ENT Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	400	\$0.00	\$0.00
4 Cloud Device Registration Entitlement Cisco Systems - Part#: A-FLEX-DEVREG-ENT Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	468	\$0.00	\$0.00
5 Messaging Entitlement Cisco Systems - Part#: A-FLEX-MSG-ENT Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	488	\$0.00	\$0.00
6 Cisco Meeting Server Multibranding (1) Cisco Systems - Part#: A-FLEX-CMS-MBRD Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	1	\$0.00	\$0.00
7 Personal Multiparty User License (1) Cisco Systems - Part#: A-FLEX-PMP Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	20	\$0.00	\$0.00
8 Session Manager v11 (1) Cisco Systems - Part#: A-FLEX-SME-11X	1	\$0.00	\$0.00

Contract Name: Sourcewell- Technology Catalog Solutions
Contract #: 081419-SHI

9	Cisco Meeting Server Recording Port (1) Cisco Systems - Part#: A-FLEX-CMS-REC Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	1	\$0.00	\$0.00
10	Enable GW Feature (H323-SIP) (1) Cisco Systems - Part#: A-FLEX-EXP-GW Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	4	\$0.00	\$0.00
11	Enable Expressway-E Feature Set (1) Cisco Systems - Part#: A-FLEX-EXP-E Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	2	\$0.00	\$0.00
12	1800 TURN Relay Option (1) Cisco Systems - Part#: A-FLEX-EXP-TURN Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	2	\$0.00	\$0.00
13	Enable Advanced Networking Option (1) Cisco Systems - Part#: A-FLEX-EXP-AN Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	2	\$0.00	\$0.00
14	Enable Expressway Series Feature Set (1) Cisco Systems - Part#: A-FLEX-EXP-SERIES Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	4	\$0.00	\$0.00
15	Expressway Deskphone Registration (1) Cisco Systems - Part#: A-FLEX-EXP-DESK Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	546	\$0.00	\$0.00
16	Expressway Room Registration (1) Cisco Systems - Part#: A-FLEX-EXP-ROOM Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	3	\$0.00	\$0.00
17	Jabber (1) Cisco Systems - Part#: A-FLEX-JABBER Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	195	\$0.00	\$0.00
18	Unified Communications Manager Encryption License (1) Cisco Systems - Part#: A-FLEX-P-PLMENC-K9 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	1	\$0.00	\$0.00
19	Expressway Rich Media Session (1) Cisco Systems - Part#: A-FLEX-EXP-RMS Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	20	\$0.00	\$0.00
20	Unified Communications Manager v11 License (1) Cisco Systems - Part#: A-FLEX-P-UCM-11X	468	\$0.00	\$0.00

Contract Name: Sourcewell- Technology Catalog Solutions
Contract #: 081419-SHI

21	Telepresence Room v11 License (1) Cisco Systems - Part#: A-FLEX-P-TPRM-11X Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	4	\$0.00	\$0.00
22	Essential v11 License (1) Cisco Systems - Part#: A-FLEX-P-ESS-11X Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	39	\$0.00	\$0.00
23	Unity Connection v11 License (1) Cisco Systems - Part#: A-FLEX-P-UCXN-11X Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	468	\$0.00	\$0.00
24	Emergency Responder v11 License (1) Cisco Systems - Part#: A-FLEX-P-ER-11X Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	1170	\$0.00	\$0.00
25	Common Area v11 License (1) Cisco Systems - Part#: A-FLEX-P-COMMON11X Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	78	\$0.00	\$0.00
26	CMS Product Authorization Key (1) Cisco Systems - Part#: A-FLEX-CMS-PAK Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	1	\$0.00	\$0.00
27	UCM Product Authorization Key (1) Cisco Systems - Part#: A-FLEX-UCM-PAK Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	1	\$0.00	\$0.00
28	Expressway Product Authorization Key (1) Cisco Systems - Part#: A-FLEX-EXP-PAK Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	1	\$0.00	\$0.00
29	Expressway Release Key (1) Cisco Systems - Part#: A-FLEX-EXP-KEY Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	4	\$0.00	\$0.00
30	On-Premises & Partner Hosted Calling SW Bundle v11 (1) Cisco Systems - Part#: A-FLEX-SW-11X-K9 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	1	\$0.00	\$0.00
31	Emergency Responder SW Bundle v11 (1) Cisco Systems - Part#: A-FLEX-ER-11X-K9 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	1	\$0.00	\$0.00
32	EA Pro Pack for Cisco Webex Control Hub (1)	390	\$0.00	\$0.00

Cisco Systems - Part#: A-FLEX-EA-PRO-PK
Contract Name: Sourcewell- Technology Catalog Solutions
Contract #: 081419-SHI

33	EntW On-Premises Calling Tier 1 (1) Cisco Systems - Part#: A-FLEX-EAPL1 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	390	\$307.53	\$119,936.70
34	NU On-Premises Meetings purchased with EntW Calling (1) Cisco Systems - Part#: A-FLEX-NUPM-EAL Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	20	\$824.94	\$16,498.80
			Total	\$136,435.50

Additional Comments

45,478.50 per year

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

QUOTE CONFIRMATION



DEAR MEGAN HORATH,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below.
[Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MDXZ274	6/9/2021	MDXZ274	1328378	\$48,814.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>CISCO DIRECT A-FLEX-EAPL1-EAM</u> Mfg. Part#: A-FLEX-EAPL1-EAM Electronic distribution - NO MEDIA Contract: MARKET	390	5190199	\$109.78	\$42,814.20
<u>NEW ITEM</u> Mfg. Part#: NEW-ITEM A-FLEX-NUPM-EAL NU On-Premises Meetings purchased with EntW Calling (1) Contract: MARKET	20	NEW-ITEM	\$299.99	\$5,999.80

PURCHASER BILLING INFO	SUBTOTAL	\$48,814.00
Billing Address: CITY OF BLOOMINGTON PO BOX 3157 BLOOMINGTON, IL 61702-3157 Phone: (309) 434-2509 Payment Terms: Net 30 Days-Govt State/Local	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$48,814.00
	Please remit payments to: ^{\$} 146,442.00 CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515 <i>total 36 months</i>	
DELIVER TO		
Shipping Address: BLOOMINGTON CITY HALL INFORMATION SERVICES 109 E OLIVE ST CITY HALL 2ND FLOOR BLOOMINGTON, IL 61701-5219 Shipping Method: DROP SHIP-GROUND		

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



Elijah Johnson

(866) 339-3646

elijah@cdwg.com

LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$48,814.00	\$1,320.42/Month	\$48,814.00	\$1,521.53/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.

- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

© 2021 CDW•G LLC 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

Approved by City Manager, Tim Gleason

Date



CONSENT AGENDA ITEM NO. 7.D

FOR COUNCIL: July 26, 2021

SPONSOR: Economic & Community Development Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on 1) a Resolution Approving Acceptance of the Illinois Housing Development Authority's (IHDA) Abandoned Property Program in the Amount of \$70,000, 2) an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2022 in the Amount of \$70,000, and 3) the approval of the Program Funding Agreement, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION:

The proposed Resolution, Ordinance, and Agreement be approved.

STRATEGIC PLAN LINK:

-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

-Objective 4c. Preservation of property/home valuations

BACKGROUND: The City has a history of participating in various IHDA grant programs such as the Abandoned Property Program (APP). The City has received grant awards through four previous rounds of the APP program totaling more than \$250,000. The current award provides an additional \$70,000 in funding. Through this program, the City is able to support demolition and property maintenance activities at vacant, abandoned properties within the corporate limits of Bloomington. Round 2, 3 and 4 funding has supported eligible activities at more than 35 properties around the City. Eligible activities include but are not limited to: mowing/trimming grass and weeds, debris cleanup, securing properties (board ups), pest removal/prevention and demolitions. Each property is evaluated for rehabilitation potential before approved for demolition. Properties at which demolition activities occur will be donated to local not-for-profit organizations such as Habitat for Humanity for construction of new, affordable housing when appropriate.

Due to the timing of the APP grant application and award notice, staff did not originally include the grant funding in the FY2022 budget. In order to move forward with the program, funds in the amount of \$70,000 must be appropriated for use. APP expenses are reimbursed at 100% with no match required. Revenues will match expenses.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, grant revenues will increase directly in relation to the expenditures resulting in a "net zero" financial impact to the City's General Fund. Please see Exhibit 2C for the accounts related to the budget amendment to accept and manage this grant.

COMMUNITY DEVELOPMENT IMPACT: Goal H—1.2. Ensure an adequate supply of affordable housing for low to moderate income residents; Objective H-1.2b Work with community partners like Habitat for Humanity, MCCA and Bloomington Housing Authority to have a collective impact on affordable housing issues.

Respectfully submitted for Council consideration.

Prepared by: William Bessler, Grant Specialist

Reviewed by:



Melissa Hall, Economic and Community Development Director

7/19/2021



Chris Tomertin, Budget Manager

7/19/2021



Jeffrey R. Jurgens, Corporation Counsel

7/20/2021



Tara Henry, Legislative Assistant

7/22/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- E&CD 2B Resolution for Abandoned Residential Property
- E&CD 2C Ordinance_APP R5
- E&CD 2D Ordinance Exhibit_IHDA Abandoned Property Program Budget Amendment 2021
- E&CD 2E Program Funding Agreement Unsigned

RESOLUTION NO. 2021 - _____

**A RESOLUTION APPROVING ACCEPTANCE OF THE ILLINOIS HOUSING DEVELOPMENT
AUTHORITY'S (IHDA) ABANDONED PROPERTY PROGRAM IN THE AMOUNT OF \$70,000**

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

WHEREAS, the City Council finds it in the best interest of the City to accept the IHDA APP Grant in the amount of \$70,000.

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

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

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

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

PASSED this 26th day of July 2021.

APPROVED this _____ day of July 2021.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

ORDINANCE NO. 2021 - ____

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2022 IN THE AMOUNT OF \$70,000**

WHEREAS, on April 12, 2021 by Ordinance Number 2021-24, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2022, which Ordinance was approved by Mayor Tari Renner on April 14, 2021; and

WHEREAS, a Budget Amendment is needed as detailed below;

Consideration to approve acceptance of the Illinois Housing Development Authority's (IHDA) Abandoned Property Program (APP) grant in the amount of \$70,000, by Resolution authorizing the Mayor and City Clerk to sign and execute the Conditional Letter of Commitment and other grant documents as requested by the Economic and Community Development Department - Office of Grants Administration; and

Consideration of approving an Ordinance amending the Fiscal Year 2022 Budget in the amount of \$70,000 to adjust the IHDA fund, as requested by the Economic and Community Development Department - Office of Grants Administration.

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

Section One: Ordinance Number 2021 - 24 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2022) is further hereby amended by inserting the following line item and amount presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2021-24 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2021-24.

Section Three: This Ordinance shall be in full force and effect upon its passage and approval and publication as required by law.

PASSED this 26th day of July 2021.

APPROVED this ____ day of July 2021.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

FY 2022 Budget Amendment-Exhibit

Account #	Fund	Account Description	Amount	Comments
22502520-53110-56000	IHDA	Federal Grants	\$ (70,000.00)	
22502520-70651-56000	IHDA	Demolition	\$ 50,000.00	
22502520-70690-56000	IHDA	Other Purchased Services	\$ 20,000.00	
Net Transaction:			\$ -	

PROGRAM FUNDING AGREEMENT

This **PROGRAM FUNDING AGREEMENT** (this “Agreement”), made and entered into as August 6, 2021, by and between **CITY OF BLOOMINGTON**, an Illinois unit of local government (“Recipient”) and the Illinois Housing Development Authority (the “Authority”) a body politic and corporate established pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 *et seq.*, as amended from time to time (the “IHDA Act”).

WITNESSETH:

WHEREAS, pursuant to authority under Section 7.31 of the IHDA Act and the rules promulgated thereunder and codified at 47 Ill. Adm. Code 381 (the “Rules”), the Authority may provide Funds to municipalities, counties and land banks in Illinois participating in the Abandoned Residential Property Municipality Relief Program for the maintenance and demolition of abandoned properties; and

WHEREAS, the Authority has issued, and the Recipient has accepted, that certain Conditional Commitment Letter (together with any amendments thereto, the “Commitment”), pursuant to which the Authority has agreed to provide funds to the Recipient in an amount not to exceed **Seventy Thousand and No/100 Dollars (\$70,000.00)** (the “Funds”) and Recipient will use the Funds for Eligible Uses in connection with maintenance and demolition of Abandoned Residential Property within the Recipient’s jurisdiction (the “Project”) and for no other purpose; and

WHEREAS, as an inducement to the Authority to provide the Funds, the Recipient agrees to enter into this Agreement and consents to be regulated and restricted by the Authority as provided in this Agreement, the IHDA Act and the Rules.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Incorporation.** The foregoing recitals are made a part of this Agreement.
2. **Act and Regulations.** The Recipient agrees that at all times its acts regarding the Project shall comply with the applicable provisions of the IHDA Act and the Rules.

3. **Definitions:**

“Abandoned Property Program” shall mean the Abandoned Residential Property Municipal Relief Program authorized by Section 7.31 of the IHDA Act and the Rules.

“Abandoned Residential Property” shall have the meaning ascribed to it in the Rules.

“Application” shall mean the application for the Funds completed by the Recipient.

“Business Day” shall mean any day other than (i) a Saturday or Sunday, or (ii) a day on which the Authority is authorized or obligated by law to be closed.

“Closing Date” shall mean the date upon which all requirements set forth in the Commitment have been satisfied. This Agreement shall be dated as of the Closing Date and shall become effective as of the Effective Date.

“Commitment” shall mean that certain Conditional Commitment Letter by the Authority and accepted by the Recipient.

“Disbursements” shall mean the Funds that may be disbursed to the Recipient after the Closing Date.

“Effective Date” shall mean August 6, 2021.

“Eligible Uses” shall have the meaning ascribed to it in the Rules.

“Fund Documents” shall mean the Application, this Agreement, the Commitment and any and all other documents evidencing or governing the Funds.

“Quarterly Disbursements” shall mean that portion of the Funds that may be disbursed to the Recipient after the Closing Date for reimbursement in connection with expenses for Eligible Uses incurred by the Recipient as detailed on the Recipient’s Quarterly Disbursement Statements.

“Termination Date” shall mean the date which is two (2) years after the Effective Date.

4. Commencement. The term of this Agreement shall commence on the Effective Date and, unless terminated earlier pursuant to the provisions herein, shall terminate on the Termination Date. No disbursement shall be made under this Agreement after the Termination Date. Any Funds disbursed to the Recipient but not expended by the Recipient as of the Termination Date shall be returned to the Authority within five (5) Business Days after the Termination Date.

5. Project Requirements. In connection with the Project, the Recipient shall perform functions that include, but may not be limited to, the following:

- a.** Report data-points and financials to Authority, as set forth herein.
- b.** Use funds for Eligible Uses as ascribed in Rules.
- c.** Recipient is not barred from receiving funds under any federal program or any program of the state. In addition, Recipient is not delinquent in the payment of any debt to the State of Illinois (or if delinquent has entered into a deferred payment plan to pay the debt), and Recipient and its affiliates acknowledge the Authority may declare this Agreement void if this certification is false or if Recipient or an affiliate later becomes

delinquent and has not entered into a deferred payment plan to pay off the debt.

d. Recipient has satisfied and will continue to satisfy all terms, conditions, and covenants of and has not suffered or will suffer any event of default of any agreement, contract or requirement of the Authority, HUD, the State, or any political subdivision thereof.

e. Recipient has not been convicted of bribery or attempting to bribe an officer or employee of the State in that officer's or employee's official capacity; nor has it made an admission of guilt of such conduct which is a matter of record but has not been prosecuted for such conduct. In addition, if Recipient has been convicted of a felony, as least five (5) years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business.

f. Recipient shall obtain a fidelity bond coverage or honesty insurance in an amount that is at least equal to the lesser of (a) the Funds awarded, or (b) \$100,000.00 with the Authority named as an additional insured.

g. Recipient shall provide ACH deposit instructions for the Bank Account (as defined in **Paragraph 8.f** hereof).

h. Recipient shall perform any other functions that the Authority may reasonably require.

The Authority reserves the right to assess the Recipient's performance of the Project at all times throughout the term of this Agreement. If the Authority determines, in its sole discretion, that the Recipient's performance of the Project is not satisfactory or that the Project is not yielding satisfactory results for the operation of the Abandoned Property Program, the Authority shall have the right to terminate this Agreement pursuant to **Paragraph 11** hereof.

6. Additional Covenants. The Recipient further certifies under oath, covenants and agrees that, to the best of Recipient's knowledge, information and belief to the following:

a. that Recipient is an eligible recipient of the Funds based on Section 381.201 of the Rules;

b. that all properties within the definition of Project as defined herein are Abandoned as defined in Section 381.202 of the Rules;

c. that the wages to be paid to all laborers and mechanics employed in connection with the Project shall be not less than the prevailing wage rates ("Prevailing Wages") as provided for under the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. and Recipient shall require that all contractors and subcontractors in connection with the Project require the payment of Prevailing Wages;

d. that Recipient will comply with all federal, state and local laws, including, but not limited to, historical preservation, environmental and lead based paint laws and regulations;

e. that any and all third-party vendors procured by the Recipient in connection with the Project have been procured within applicable laws and regulations; and

f. that Recipient will at all times, in the performance of this Agreement and in embarking on any activity on private property, comply with all federal, state and local laws, ordinances and regulations, which may require obtaining a court order or other appropriate legal authorization.

7. Certifications.

a. That all representations and warranties of the Recipient contained in this Agreement and the other Fund Documents are true, accurate and complete as of the date hereof and shall be true, accurate and complete at the time of the Disbursement;

b. that the Funds shall be used only for the purposes described in this Agreement;

c. that the award of Funds is conditioned upon the certifications as set forth in this **Paragraph 7**.

8. Disbursement of Funds. Provided that adequate funds have been appropriated or directed to the Authority to fulfill its obligations under this Agreement, the Authority will authorize the Disbursements as follows:

a. Quarterly Disbursements. Within ten (10) calendar days of the end of each quarter, commencing with the first full quarter ending after the Effective Date, the Recipient shall provide the Authority with a detailed accounting of all expenses incurred by the Recipient for Eligible Uses (the "Quarterly Disbursement Statement"), as set forth in **Paragraph 8.d** hereof, on a form supplied by the Authority which must be satisfactory to the Authority in its sole and absolute discretion. Provided that the Authority approves of the Quarterly Disbursement Statement, the Quarterly Disbursement will be disbursed within forty-five (45) days of the Authority's receipt of the Quarterly Disbursement Statement. Notwithstanding anything to the contrary contained herein, each Quarterly Disbursement shall also be based on the Recipient's performance under the Abandoned Property Program to date and the Recipient's continued willingness to perform. Notwithstanding anything to the contrary contained herein, the Authority reserves the right, in its sole and absolute discretion, to increase, decrease or eliminate the Funds to the Recipient and the Authority has the right to modify the expenditure timeline as set forth herein.

b. Rejection of Disbursement Statement. If the Authority rejects the Recipient's Quarterly Disbursement Statement, the Authority shall give its reasons for such

rejection in a written notice to Recipient as provided in **Paragraph 20** hereof and the Recipient shall have five (5) Business Days from the date of receipt of the rejection notice, or within such further time as the Authority in its sole discretion permits, to cure any defects in the documents submitted and, provided the cure is accepted by the Authority, additional Disbursements may be made to the Recipient. If the Recipient fails to cure any defects to the Authority's satisfaction, the Authority may declare a default under this Agreement, effective upon notice to the Recipient, and shall have the remedies available to it as set forth in **Paragraph 11** hereof.

c. Disbursement Statements. Each Quarterly Disbursement Statement shall include:

(i) A complete and accurate Abandoned Property Program-Cumulative Accounting of the expenses occurring on or after January 1, 2020 through the end of that respective quarterly reporting period for Eligible Uses incurred by the Recipient on a form supplied by the Authority.

(ii) Evidence and back-up documentation of expenses for Eligible Uses, including, but not limited to, receipts, ledgers, invoices, before and after pictures, addresses or geographic coordinates, and number of abandoned residential properties served.

(iii) Any and all other documents and showings reasonably requested by the Authority or its counsel.

d. Documentation Retention. As set forth in **Paragraph 12** hereof, Recipient shall maintain copies of all documents substantiating expenditures made by Recipient in connection with the Abandoned Property Program for a period of five (5) years after the Termination Date. Recipient shall ensure that all books, records, and supporting documents in relation to all expenses in connection with the Abandoned Property Program are maintained at the address listed for the Recipient in **Paragraph 20** hereof and are available for inspection by the Authority upon the Authority's request.

e. Bank Account for Disbursements. The Authority shall effectuate Disbursements by transferring the Funds directly to a bank account (the "Bank Account"), established at a bank or other financial institution (the "Bank") selected by the Recipient and acceptable to the Authority. Recipient shall provide evidence of the Bank Account to the Authority on a form acceptable to the Authority and shall include ACH instructions on a form acceptable to the Authority. Recipient shall be responsible for the management of the Bank Account, and shall cause the Bank to provide the Authority with copies of statements upon the Authority's request. Any fees and costs charged or incurred by Bank in connection with the Bank Account shall be paid by the Recipient.

9. Reporting Requirements. The Recipient shall provide quarterly reports to the Authority within ten (10) calendar days of the end of each quarter, commencing with the first full quarter ending after the Effective Date in accordance with Section 381.209 of the Rules. The

Recipient's submission of the Quarterly Disbursement Statements as set forth in **Paragraph 8** hereof will be sufficient to meet the reporting requirements under this **Paragraph 9**.

10. Additional Covenants - Non-Discrimination.

a. The Recipient shall not, in the provision of services in connection with the Project, or in any other manner, discriminate against any person on the grounds of race, color, creed, religion, sex, age, disability, national origin, familial or marital status, unfavorable military discharge or because the person is receiving governmental rental assistance.

b. The Recipient shall comply with all of the provisions of Paragraph 13 of the IHDA Act, and all other provisions of federal, state and local law relative to non-discrimination.

c. The Recipient agrees not to commit unlawful discrimination in employment in Illinois as that term is used in the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination The Recipient agrees to comply with the applicable provisions of the Fair Housing Act (42 USC 3601 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), the Illinois Environmental Barriers Act (410 ILCS 25), the Illinois Accessibility Code (71 Ill. Adm. Code 400), and all other applicable state and federal laws concerning discrimination and fair housing. The Recipient further agrees to take affirmative action to ensure that no unlawful discrimination is committed.

d. The Recipient agrees and acknowledges that they are in compliance with and will remain in compliance with all federal and State laws, rules, and regulations required as a regular course of their business and pursuant to IHDA Act, the Rules, and the Abandoned Property Program. The Recipient agrees and acknowledges that it is its responsibility to determine which laws, rules and regulations apply.

11. Violation of Agreement. Upon learning of a violation of any of the provisions of this Agreement by the Recipient or if the Authority determines, in its sole discretion, that the Recipient's performance of the Project is not satisfactory or that the Project is not yielding satisfactory results for the operation of the Abandoned Property Program, or if the Recipient becomes insolvent, defunct, or commences bankruptcy proceedings, or should any director, officer, employee or official of Recipient engage in fraud, willful misconduct or gross negligence or misappropriate any funds, then the Authority may give written notice of such violation or unsatisfactory performance to the Recipient, as provided in **Paragraph 20** hereof. If such violation or unsatisfactory performance is not corrected to the satisfaction of the Authority within thirty (30) days after the receipt of such notice, or within such further time as the Authority in its sole discretion permits, the Authority may declare a default under this Agreement, effective upon notice to the Recipient the Authority may:

- a. Recover the disbursed Funds, or such portion of the disbursed Funds as are, in the sole judgment of the Authority, related to the violation of this Agreement;
- b. Terminate this Agreement; and
- c. Exercise such other rights or remedies as may be available to the Authority under this Agreement, at law or in equity.

No waiver by the Authority of any breach of this Agreement shall be deemed to be a waiver of any other existing or subsequent breach of this Agreement. No delay in exercising, failure to exercise, or incomplete exercise by the Authority of any right under this Agreement shall operate as a waiver of such right or any other right. The Authority's remedies are cumulative and the exercise of one remedy shall not be deemed an election of remedies, nor foreclose the exercise of the Authority's other remedies.

Notwithstanding the foregoing thirty (30) day cure period for violations of the Agreement, the cure period for Requests for Disbursements shall be as set forth in **Paragraph 8** hereof.

12. Monitoring of Project. The Authority, the Auditor General and the Attorney General, and their respective agents or representatives (collectively, the "Auditor") shall have the right at any time from the Closing Date through five (5) years after the Termination Date, upon notice to the Recipient to inspect the books and records of the Recipient relating to the Project completed during the Project. Recipient shall make available this Agreement and all books, records and supporting documents related to this Agreement for review and audit by the Auditor. Recipient shall cooperate fully with any audit conducted by the Auditor and shall permit the Auditor full access to all relevant materials. The required documentation may include, but is not limited to, a copy of the municipality's or county's Application to the Authority; all records relating to the Eligible Uses under the Program, as set forth in Section 381.203 of the Rules; and any other documentation required by the Auditor. Recipient further agrees that the failure of the Recipient to maintain the books, records, and supporting documents required by this **Paragraph 12** shall establish a presumption in favor of the State of Illinois and the Authority for the recovery of any funds paid by the State of Illinois or the Authority under this Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement.

13. Indemnification of the Authority. Recipient agrees to defend and indemnify and hold harmless the Authority from and against any and all damages, including, but not limited to, any past, present or future claims, actions, causes of action, suits, demands, liens, debts, judgments, losses, costs, liabilities and other expenses, including, but not limited to, reasonable attorneys' fees, costs, disbursements, and other expenses, that the Authority may incur or suffer by reason of or in connection with the Project, including without limitation the execution of the Fund Documents and the provision of the Funds. Recipient further agrees that the Authority, if it so chooses, shall have the right to select its own counsel with respect to any such claims. The obligations of Recipient under this **Paragraph 13** shall survive the provision of the Funds.

14. Drug-Free Workplace. If applicable, Recipient agrees to comply with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*). The Recipient's Drug Free Workplace Certification (form of which is attached hereto as **Exhibit A**) is made a part of this Agreement.

15. Amendment of Agreement. This Agreement shall not be altered or amended except by a written instrument signed by the parties to it.

16. Partial Invalidity. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of its remaining portions.

17. Binding on Successors. This Agreement shall bind, and the benefits shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors in office or interest and assigns, provided that the Recipient may not assign this Agreement, its right to the Funds proceeds or any of its obligations under this Agreement without the prior written approval of the Authority.

18. Gender. The use of the plural in this Agreement shall include the singular; the singular shall include the plural; and the use of any gender shall be deemed to include all genders.

19. Captions. The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of any provision of the Agreement.

20. Notices. Any notice, demand, request or other communication that any party may desire or may be required to give to any other party under this Agreement shall be given in writing, at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified United States mail, postage prepaid, return receipt requested.

If to the Authority:

Illinois Housing Development Authority
111 East Wacker Drive, Suite 1000
Chicago, Illinois 60601
Attention: Legal Department

If to Recipient:

City of Bloomington
109 E. Olive Street
Bloomington, Illinois 61701
Attention: The Honorable Mboka Mwilambwe

Such addresses may be changed by notice to the other party given in the same manner as provided in this **Paragraph 20**. Any notice, demand, request or other communication sent pursuant to subparagraph (a) shall be served and effective upon such personal service. Any notice, demand, request or other communication sent pursuant to subparagraph (b) shall be served and effective one (1) Business Day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subparagraph (c) shall be served and effective three (3) Business Days after proper deposit with the United States Postal Service.

21. Counterparts. This Agreement may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Agreement must be produced or exhibited, be the Agreement, but all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers.

RECIPIENT:

CITY OF BLOOMINGTON,
an Illinois unit of local government

By: _____
Name: Mboka Mwilambwe
Title: Mayor

**ILLINOIS HOUSING DEVELOPMENT
AUTHORITY**

By: _____
Name: Maureen G. Ohle
Its: General Counsel

Exhibit A: Drug-Free Work Place Certification

EXHIBIT A

DRUG FREE WORK PLACE CERTIFICATE

STATE OF ILLINOIS

This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act, effective January 1, 1992, requires that no Recipient or contractor shall receive a Funds or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that Recipient or contractor has certified to the State that the Recipient or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or Funds payments, termination of the contract or Funds and debarment from contracting or Funds opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "Recipient" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of the issuing of the Funds, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or Funds of \$5,000 or more from the State.

The contractor/Recipient certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Recipient's or contractor's workplace;

(2) Specifying the actions that will be taken against employees for violations of such prohibition; and

(3) Notifying the employees that, as a condition of employment on such contract or Funds, the employee will:

A. abide by the terms of the statement; and

B. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

(1) the dangers of drug abuse in the workplace;

(2) the Recipient's or contractor's policy of maintaining a drug free workplace;

(3) any available drug counseling, rehabilitation, and employee assistance programs;
and

(4) the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by paragraph (a) hereof to each employee engaged in the performance of the contract or Funds and posting the statement in a prominent place in the workplace.

(d) Notifying the contracting or Funding agency within ten (10) days after receiving notice under subparagraph (3) of paragraph (a) hereof from an employee, or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

CITY OF BLOOMINGTON,
an Illinois unit of local government

By: _____
Name: Mboka Mwilambwe
Title: Mayor



CONSENT AGENDA ITEM NO. 7.E

FOR COUNCIL: July 26, 2021

SPONSOR: Parks, Recreation and Cultural Arts Department

WARD IMPACTED: Ward 6

SUBJECT: Consideration and action 1) on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2022, as it relates to the Zoo Anteater, Bush Dog & Tortoise Exhibit budget, AKA the South American Exhibit, in the amount of \$1,000,000; and 2) to approve the Contract with Farnsworth Group in the amount of \$33,700 for the construction oversight services for the South American Exhibit at the Miller Park Zoo, as requested by the Parks, Recreation and Cultural Arts Department.

RECOMMENDED MOTION:

The proposed Ordinance and Contract be approved.

STRATEGIC PLAN LINK:

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

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents
- Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service

BACKGROUND: The South American Exhibit for the Miller Park Zoo is being funded partially by a grant from the Illinois Department of Natural Resources (IDNR) for \$750,000, and partially from a donation by the Miller Park Zoological Society for \$250,000. The project was put on hold awaiting the grant award from the IDNR. The grant has been awarded and the building design drawings and specifications are currently being updated by the original designer of the project, WDM Architects. The funds for the project were left in the FY 2021 budget as the IDNR grant and the updating of the design drawings and specifications were originally anticipated to be completed before the start of FY 2022. The project is expected to bid in late summer of 2021, with construction to begin in early fall of 2021.

A change order in an amount not to exceed \$10,300 was approved on April 12, 2021, for WDM Architects to update the building design drawings and specifications. This cost shall be reimbursed from the funds donated by the Miller Park Zoological Society, as detailed in the April 12, 2021, Council Memo (ID# 2297). The funds of \$250,000 donated by the Zoological Society has \$10,300 budgeted for the update of the building design drawings and specifications, for a remaining total of \$239,700.

Through Resolution 2019-34, the City Council approved a list of prequalified firms for Architectural and Engineering (A&E) Services. City staff reviewed the engineering firms under the A&E category and determined that Farnsworth Group was the most qualified based

on prior experience and projects. Farnsworth Group was asked to submit a Project Services Agreement for construction oversight of the South American Exhibit at the Miller Park Zoo. This Project Services Agreement for Construction Phase Services for the South American Exhibit at Miller Park Zoo, with Farnsworth Group, has been accepted as of June 29, 2021 in the amount not to exceed \$33,700, based upon approval by the Council. This agreement is provided as an attachment to this Council Memo. The cost associated with this agreement shall be reimbursed from the IDNR grant of \$750,000.

The funds of \$750,000 from the IDNR grant have \$33,700 budgeted for the Project Services Agreement for Construction Phase Services with Farnsworth Group, for a remaining total of \$716,300.

The total funds of \$1,000,000 for the project, have a remainder of \$956,000. \$1,000,000 minus \$44,000 (\$10,300 plus \$33,700).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the FY 2022 Capital Improvement Fund budget will be amended for \$1,000,000. See the attached "Exhibit" for account details. In addition, Farnsworth Group will provide construction oversight services for the South American Exhibit at the Miller Park Zoo in the amount of \$33,700. This will be paid from the Capital Improvement-Architectural & Engineering Services for Capital account (40100100-70051). This project was originally budgeted in FY 2021 but due to COVID-19 and awaiting word on the IDNR grant application and subsequent award for \$750,000 a budget amendment is necessary. Additionally, the Miller Park Zoological Society is providing \$250,000 for a total of \$1,000,000 for design, construction, construction observation and equipment.

COMMUNITY DEVELOPMENT IMPACT: N/A

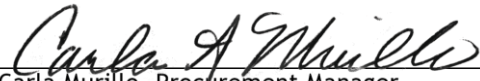
Respectfully submitted for Council consideration.

Prepared by: Jeff Kohl, Parks Project Manager

Reviewed by:


Jay Tetzloff, Director of Parks, Recreation and Cultural Arts

7/2/2021


Carla Murillo, Procurement Manager

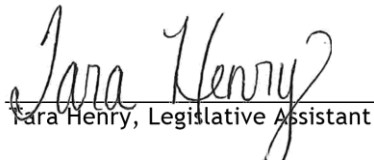
7/6/2021


Chris Tomerlin, Budget Manager

7/7/2021


Jeffrey R. Jurgens, Corporation Counsel

7/20/2021


Tara Henry, Legislative Assistant

7/22/2021

Recommended by:


Tim Gleason, City Manager

Attachments:

- PRCA 1B Ordinance_South American Project
- PRCA 1C Exhibit_South American Project
- PRCA 1D Farnsworth Contract

ORDINANCE NO. 2021 - ____

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2022**

WHEREAS, on April 12, 2021 by Ordinance Number 2021-24, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Beginning May 1, 2021 and Ending April 30, 2022, City of Bloomington, which Ordinance was approved by Mayor Tari Renner on April 14th, 2021; and

WHEREAS, a Budget Amendment is needed as detailed below;

An Ordinance amending the Fiscal Year 2022 Budget, as it relates to the Zoo Anteater, Bush Dog & Tortoise Exhibit budget, AKA the South American Exhibit, in the amount of \$1,000,000; for design, construction, construction oversight services and equipment for the South American Exhibit at the Miller Park Zoo as requested by the Parks, Recreation and Cultural Arts Administration and Finance Departments.

Section One: Ordinance Number 2021-24 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2022) is further hereby amended by inserting the following line items and amount presented in the Exhibit and in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2021-24 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2021-24.

Section Three: This Ordinance shall be in full force and effect upon its passage and approval and publication as required by law.

PASSED this 26th day of July 2021.

APPROVED this ____ day of July 2021.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

FY 2022 Budget Amendment-Exhibit

Account #	Fund	Account Description	Amount	Comments
40100100-53120	Capital Improvement	State Grant	\$ (750,000.00)	IDNR Grant
40100100-57390	Capital Improvement	Other Contributions	\$ (250,000.00)	Zoological Society
40100100-70051	Capital Improvement	Architectural & Engineering Services for Capital	\$ 75,000.00	
40100100-72140	Capital Improvement	Machinery & Equipment	\$ 25,000.00	
40100100-72520	Capital Improvement	Construction	\$ 900,000.00	
Net Transaction:			\$ -	



200 West College Avenue, Suite 301
Normal, Illinois 61761
p 309.663.8436
www.f-w.com

June 15, 2021

Jeff Kohl, Parks Project Manager
City of Bloomington
Park, Recreation, and Cultural Arts Department
115 E. Washington St.
Bloomington, IL 61701

RE: Project Services Agreement for Construction Phase Services for the South America Exhibit at Miller Park Zoo

Dear Jeff:

Farnsworth Group, Inc. ("Farnsworth Group") is pleased to present this Project Services Agreement ("Agreement") to the City of Bloomington ("Client") to provide Construction Phase Services for the South America Exhibit located at Bloomington's Miller Park Zoo. We have prepared this Project Services Agreement to match the scope of the work as we understand it, identified as follows:

Farnsworth Group understands the Client is requesting construction phase services to assist the City through the construction of the new animal enclosure, habitat, and shelter building for the new South America exhibit at Miller Park Zoo.

Services requested include the following: Review payment applications from the contractor(s); Review Requests for Information received from the contractor; Review project submittals; Perform regular site observation visits throughout the construction phase; Review applications for payment submitted by the contractor; provide post-construction review of the project; review project close out documentation provided by the contractor.

Thank you again for the opportunity to provide you with this Project Services Agreement. Should you have any questions regarding this Project Services Agreement, we would be pleased to discuss. Please indicate your acceptance of this Agreement including the attached Schedule of Charges and General Conditions by signing and returning one copy for our records. We look forward to working with you on this exciting project.

Sincerely,

FARNSWORTH GROUP, INC.


Gregg Kiesewetter, Associate AIA
Architectural Project Manager



PROJECT SERVICES AGREEMENT

Miller Park Zoo – Construction Phase Services for South America Exhibit

City of Bloomington

June 21, 2021

PROJECT OVERVIEW /

Our understanding of the project is as follows:

In 2012, the City Council of Bloomington, Illinois approved the Miller Park Master plan prepared by WDW Architects. The master plan is an important road map for the future development of the Zoo that will “encompass current zoo trends and best practices to enhance the guest’s experience and enhance the and enhance the Zoo’s conservation and education programming.” The South American Exhibit is a valuable component in the Zoo’s effort to realize the goals of the Master Plan and will include an enclosure, habitat, and holding building for tortoises, anteaters, and bush dogs.

Construction Documents have been prepared by WDM Architects for the South American Exhibit. The City is seeking proposals from local firms to provide construction phase services to assist the City during the construction of the new exhibit.

SCOPE OF PROFESSIONAL SERVICES /

SCOPE OF WORK

Farnsworth Group’s scope of work includes a full-service approach within the parameters set by the scope identified within this proposal. We have included architectural services, as well as necessary interface with the Client, review agencies, and other Client retained consultants and vendors. The scope of work includes the services generally described as follows:

- Construction Phase Services
 - o Participate in (1) pre-construction meeting. It is anticipated that the pre-construction meeting will be run by the contractor and will also include the Owner’s representative(s).
 - o Participate in up to (16) bi-monthly Owner Architect Contractor (OAC) meetings. Meetings will be scheduled, ran, and documented by the Contractor. These meetings can be held on site or virtually via Microsoft Teams, Zoom, or other teleconferencing provider.
 - o Provide up to (16) bi-monthly site visits during construction. Each visit will be document with a Site Visit Report which will include Work in Progress, General Observations and Site Photos.
 - o Coordinate with WDM Architects to respond to contractor’s Requests for Information (RFI)
 - o Coordinate with WDM Architects to review project submittals with a maximum for two (2) reviews of each submittal.
 - o Review up to (8) monthly applications for payment submitted by the contactor including final payment application.
 - o Review project close-out documentation (Final Lien Wavier(s), contractor provided Operation and Maintenance Manuals, etc.) and pass on to Owner.
 - o Perform (1) post-construction review of the work completed by the contractor, generate a report identifying the items requiring the contractor’s attention, and Issue Certificate of Substantial Completion.
 - o Coordinate with Ramsey Geotechnical Engineering to provide material testing for concrete foundations and floor slab for the new animal holding building.
 - o Coordinate with WDM Architects to provide record documents based on as-built drawings provided by the contractors at the completion of construction.

- Subconsultants
 - Farnsworth Group will be teaming with WDM Architect whose scope and understanding includes the following:
 - Project information will come to WDM through the Farnsworth Group.
 - WDM will review and respond to shop drawing and product information submittals. We will review the initial submittal and one re-submittal as required for any given product.
 - WDM will review and respond to written RFI's.
 - WDM will coordinate with Alvine Engineering for MEP related submittals and RFI's.
 - WDM will be available for up to three web meetings for project discussions.
 - WDM will produce record documents based on contractor provided as-built drawings.
 - WDM will not participate in pre-bid or pre-construction meetings.
 - WDM will not be on-site for construction meetings, reviews or punch-lists.
 - WDM is not managing the interactions with the contractor.
 - Farnsworth Group will be teaming with Ramsey Geotechnical Engineering whose scope and understanding included the following:
 - Concrete testing in connection with foundation and floor slab for the animal holding building including (2) sets of (3) cylinder for each the foundations and floor slab.

DELIVERABLES

The scope of work includes the deliverables generally described as follows:

- Construction Phase Deliverables
 - Site Visit reports documenting each time Farnsworth Group visits the site to observe work.
 - Responses to RFI
 - Reviewed submittals
 - Post-construction review report

MAIN POINT OF CONTACT /

The Main Point of Contact with Farnsworth Group for this project will be: Gregg Kiesewetter

DESIGN TEAM

The Design Team selected for this project includes the following members:

Principal:	John Bishop	Farnsworth Group, Inc.
Project Manager/CA Representative:	Gregg Kiesewetter	Farnsworth Group, Inc.
Sub-consultant:	Scott Ramser	WDM Architects
Sub-consultant:	Doug Ramsey	Ramsey Geotechnical Engineering

PROFESSIONAL FEES /

Farnsworth Group, Inc. proposes to provide the described services for a Time & Materials (T&M) Not to Exceed (NTE) fee, based on an hourly basis per the attached Schedule of Charges, of **\$33,700 (Thirty-Three Thousand Seven Hundred dollars)** including normal reimbursable expenses. Additional details regarding payment terms and related policies are included in the attached General Conditions.

Base Construction Phase Services	\$23,500
Prepare Record Documents	\$3,500
Construction Material Testing	\$1,800
Expenses	\$500
Subtotal	\$29,300
15% Owner Contingency	\$4,400
Total	\$33,700

If the cost of the project increases significantly after the contract is executed, the fee may be adjusted at that time.

PROJECT TIMELINE /

The following proposed schedule has been developed for illustrative purposes is basis of or proposal. The actual construction schedule may vary.

- Construction Start September 1, 2021
- Substantial Completion April 30, 2022

ASSUMPTIONS AND CLARIFICATIONS /

The following assumptions and clarifications support the fees for this proposal.

A. General

1. The number of meetings, site visits or travel included in this proposal are mentioned in the scope of services section. Additional meetings, site visits or travel may be requested on an hourly basis.
2. The following codes and standards apply to this project:
 - a. Building Code, Chapter 10, Bloomington City Code
 - b. International Building Code 2018
 - c. Illinois Accessibility Code/2018 and ICC/ANSI A117.1 – 2009
 - d. International Mechanical Code 2018
 - e. Plumbing Code, Chapter 34, Bloomington City Code
 - f. Illinois State Plumbing Code 2014
 - g. National Electric Code 2020
 - h. International Fire Code 2018

- i. NFPA 13/13R 2016 Standard for the Installation of Sprinkler Systems
 - j. NFPA 72 2010 National Fire Alarm Code
 - k. 2018 International Energy Conservation Code
3. Taxes or government fees are not included in the fee but are payable as provided in the General Conditions.
 4. This work is expected to commence in September 2021. Significant delays in start date may require reassessing necessary services, schedule, and fees.
 5. Design, permitting, and bidding services are not included in the fee.
 6. RFI's and submittals will be submitted electronically; onsite pickup and drop off is not anticipated.
 7. Detailed construction schedule is not included in the scope.
 8. Readily available access to the project site will be provided.
 9. Value engineering exercises are not included.
 10. Opinion of Probable Cost or detailed cost estimates are not included in the scope.
 11. Design services during startup, commissioning, response to 3rd Party Commissioning or performance validation activities are not included.
 12. Consulting or completion of energy and utility rebate forms is not included, including LEED.

ADDITIONAL SERVICES /

The following services are not included in the fees for this proposal, but may be relevant to the project and can be provided at your request for an additional fee:

- Multiple revisions and changes of scope both during and after each phase of service.
- Preparation of plans or specifications not specifically defined by this agreement.
- Cost Opinion Services.
- Value Engineering exercises.
- Interior Design services.
- Meetings and/or hearings with Planning and Zoning or City Council.
- Attendance at additional meetings or site visits requested by the CLIENT
- Assistance with special inspections and/or review of inspection reports.
- Construction Staking.
- Architectural Renderings or special presentation graphics.
- Design of building signage.
- Special furniture or fixturing
- Landscape Design Services
- Energy modeling
- LEED design services
- Life cycle cost analysis

- Consultation on utility rebates
- Postings, notifications, and other related services are not included in the proposed scope of work. Farnsworth Group can provide these services as an additional service upon request.

CLIENT RESPONSIBILITIES /

The following services or items are required to be provided by you in order to allow Farnsworth to complete the scope of services outlined above.

- Coordination and leadership for any project elements not within Farnsworth Group's Scope of Services.
- Designate a single individual to be the main point of contact throughout the construction phase of the project.
- Provide timely responses to construction related questions.
- All required notifications that originate with the Client (signs, public announcements, etc).
- Payment of any application fees, recording costs, and other fees that could be associated in the scope of the project.

AGREEMENT /

FARNSWORTH GROUP, INC.



Signature
John E. Bishop

Typed Name
Principal

Title
June 21, 2021

Date

CITY OF BLOOMINGTON

Signature

Typed Name

Title

Date

FARNSWORTH GROUP, INC.



Signature
Gregg Kiesewetter

Typed Name
Architectural Project Manager

Title
June 21, 2021

Date

CITY OF BLOOMINGTON

Signature

Typed Name

Title

Date



Schedule of Charges - January 1, 2021

Engineering/Surveying Professional Staff	Per Hour
Administrative Support.....	\$ 70.00
Engineering Associate I/Cx Specialist I.....	\$ 118.00
Engineering Associate II/Cx Specialist II.....	\$ 132.00
Engineer/Land Surveyor/Senior Cx Specialist.....	\$ 140.00
Senior Engineer/Senior Land Surveyor/Cx Project Manager	\$ 148.00
Project Engineer/Project Land Surveyor/Senior Cx Project Manager	\$ 160.00
Senior Project Engineer/Senior Project Land Surveyor/Cx Manager.....	\$ 178.00
Engineering Manager/Land Surveying Manager/Senior Cx Manager	\$ 199.00
Senior Engineering Manager/Senior Land Surveying Manager/Senior Cx Director	\$ 210.00
Principal/Vice President.....	\$ 215.00

Technical Staff	
Technician I	\$ 76.00
Technician II	\$ 102.00
Cx Technician	\$ 112.00
Senior Technician.....	\$ 112.00
Chief Technician	\$ 130.00
Designer/Computer Specialist/Lead Technician.....	\$ 141.00
Senior Designer.....	\$ 146.00
Project Designer/Project Technician	\$ 160.00
Senior Project Designer/Systems Integration Manager	\$ 175.00
Design Manager/Government Affairs Manager	\$ 188.00
Technical Manager.....	\$ 194.00
Senior Technical Manager	\$ 210.00

Architecture/Landscape Architecture/Interior Design Professional Staff	
Designer I	\$ 107.00
Senior Interior Designer/Designer II	\$ 117.00
Architect/Designer III/Project Coordinator	\$ 133.00
Senior Architect/Senior Project Coordinator.....	\$ 143.00
Project Architect/Project Manager.....	\$ 153.00
Senior Project Architect/Senior Project Manager	\$ 170.00
Architectural Manager	\$ 181.00
Senior Architectural Manager.....	\$ 190.00
Architecture Principal	\$ 210.00
Principal/Vice President.....	\$ 215.00

Units	
Overtime, If Required by Client – Non-Exempt Employees	Only 1.25x billing rate
Expert Testimony	2x billing rate
Per diem.....	\$55.00/day
ATV & Trailer	\$11.00/hr
Field Vehicle.....	\$14.00/hr
Automobile mileage	\$0.59/mile
Software/CAD/Revit Station	\$15.00/hr
Hand Held GPS	\$11.00/hr
GPS Unit (each)	\$22.00/hr
Utility Locator/Robotic Total Station	\$26.00/hr
Stationary Scanner.....	\$300.00/day
Subconsultants & Other Reimbursable Expenses Related to Project*	Cost+ 10%

*Includes the actual cost of prints/copies, supplies, travel charges, testing services, conferencing services, and other costs directly incidental to the performance of the above services.

CHARGES EFFECTIVE UNTIL JANUARY 1, 2022 UNLESS OTHERWISE NOTIFIED



GENERAL CONDITIONS

Date: June 14, 2021
Client: City of Bloomington
Project: Miller Park Zoo – Construction Phase Services for South America Exhibit

Standard of Care: Services performed by Farnsworth Group under the Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee, is included or intended in the Agreement, or in any report, opinion, document, or otherwise.

Entire Agreement: These General Conditions and the signed document to which they are attached constitute the entire Agreement between Client and Farnsworth Group and are referred to hereinafter collectively as the "Agreement". The Agreement supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of the Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of the Agreement, including any Section Headings or Captions.

Precedence: All purchases of Services are expressly limited to and conditioned upon acceptance of this Agreement. The Agreement shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding Farnsworth Group's services. Any additional or conflicting terms or conditions contained in any purchase order, statement of work, or other document issued by Client will not be binding upon Farnsworth Group and are expressly rejected by Farnsworth Group.

Fee Schedule: Where lump sum fees have been agreed to between the parties, they shall be so designated in the signed document attached hereto and by reference made a part hereof. Where fees are based upon hourly charges for services and costs incurred by Farnsworth Group, they shall be based upon the hourly fee schedule annually adopted by Farnsworth Group, as more fully set forth in a Schedule of Charges attached hereto and by reference made a part hereof. Farnsworth Group. Such fees in the initial year of the Agreement shall be those represented by said Schedule of Charges, and these fees will annually change at the beginning of each calendar year after the date of the Agreement.

Opinions of Cost: Farnsworth Group's opinions of probable Project cost or construction cost for the Project will be based solely upon its own experience with construction. Since Farnsworth Group has no control over the cost of labor, materials or equipment, or over a contractor's method of determining prices, or over competitive bidding or market conditions, Farnsworth Group cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If Client wishes greater assurance as to the construction cost, Client should employ an independent cost estimator.

Invoices: Client will pay Farnsworth Group the fees set forth in the Agreement (the "Fees"). Charges for services will be billed at least as frequently as monthly, and at the completion of Project. Client shall compensate Farnsworth Group for any sales or value added taxes which apply to the services rendered under the Agreement or any amendment thereto. Client shall reimburse Farnsworth Group for the amount of such taxes in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or set-offs by Client unless agreed to in writing by Farnsworth Group. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Amounts outstanding more than thirty (30) days will accrue interest at the rate of 1.5% per month (compounded), or if lower, the maximum rate permitted by applicable law. Should a past due amount exceed sixty (60) days, Farnsworth Group shall have the right to suspend all Services, without liability of any kind to Client, until full payment is received. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount

will be paid by Client to Farnsworth Group per Farnsworth Group's then current Schedule of Charges. Client will reimburse Farnsworth Group at the rate of cost plus 10% for reasonable meals and travel expenses incurred in connection with travel requested by Client outside the metropolitan area in which the individual employee or contractor of Farnsworth Group normally works.

Confidentiality: Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with the Agreement, and said party shall not reveal such information to any third party. However, nothing herein is meant to preclude either disclosing and/or otherwise using information (i) when the information is actually known to the receiving party before being obtained or derived from the transmitting party; or (ii) when the information is generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; or (iii) where the information is obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereof; or (iv) is required by law or court order to be disclosed.

Compliance with Law: In the performance of services to be provided hereunder, Farnsworth Group and Client agree to comply with applicable federal, state, and local laws and ordinances and applicable lawful governmental or quasi-governmental order, rules, and regulations.

Modification to the Agreement: Client or Farnsworth Group may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of Farnsworth Group's compensation, to which Client and Farnsworth Group mutually agree shall be incorporated in the Agreement by a written amendment to the Agreement.

Notice: All notices required or permitted under this Agreement must be written and will be deemed given and received (a) if by personal delivery, on the date of such delivery, (b) if by electronic mail, on the transmission date if sent before 4:00 pm U.S. central time on a business day or, in any other case, on the next business day, (c) if by nationally recognized overnight courier, on the next business day following deposit for next business day delivery, or (d) if by certified mail, return receipt requested with postage prepaid, on the third business day following deposit. Notice must be addressed at the address or electronic mail address shown below for, or such other address as may be designated by notice by such Party:

If to Client:

[Company Entity]

Attn: _____

E-mail: _____

If to Farnsworth Group:
Farnsworth Group, Inc.
Attn: _____

E-mail: _____

With a copy (which will not constitute notice) to:
Farnsworth Group, Inc.
Attn: Chris Grgurich
100 Walnut Street, Suite 200
Peoria, IL 61602
E-mail: cgrgurich@F-W.com

Facsimile; PDF Signatures. Execution and delivery of this Agreement by delivery of a facsimile or portable document format ("PDF") copy bearing the facsimile or PDF signature of any party hereto shall constitute a valid and binding execution and delivery of this Agreement by such party. Such facsimile and PDF copies shall constitute enforceable original documents.

Force Majeure: Obligations of either party under the Agreement, other than payment obligations, shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

Assignment: Client shall not transfer or assign any rights under or interest in the Agreement, without the written consent of Farnsworth Group.

Dispute Resolution: In an effort to resolve any conflicts that arise during the performance of professional services for the Project or following completion of the Project, Client and Farnsworth Group agree that all disputes shall first be negotiated between senior officers of Client and Farnsworth Group for up to thirty (30) days before being submitted to mediation. In the event negotiation and mediation are not successful, either Client or Farnsworth Group may seek a resolution in any state or federal court that has the required jurisdiction within 180 days of the conclusion of mediation.

Timeliness of Performance: Farnsworth Group will begin work under the Agreement upon receipt of a fully executed copy of the Agreement. Client and Farnsworth Group are aware that many factors outside Farnsworth Group's control may affect its ability to complete the services to be provided under the Agreement. Farnsworth Group will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Suspension: Client or Farnsworth Group may suspend all or a portion of the work under the Agreement by notifying the other party in writing if unforeseen circumstances beyond control of Client or Farnsworth Group make normal progress of the work impossible. Farnsworth Group may suspend work in the event Client does not pay invoices when due, and Farnsworth Group shall have no liability whatsoever to Client, and Client agrees to make no claim for any delay or damage as a result of such suspension. The time for completion of the work shall be extended by the number of days work is suspended. If the period of suspension exceeds ninety (90) days, Farnsworth Group shall be entitled to an equitable adjustment in compensation for start-up, accounting and management expenses.

Termination: If either party defaults in performing any of the terms or provisions of the Agreement, and continues in default for a period of fifteen (15) days after written notice thereof, the party not in default shall have the right to immediately terminate the Agreement. The non-defaulting party shall be entitled to all remedies under Illinois law at the time of breach, including, without limitation, the right to recover as an element of its damages, reasonable attorney's fees and court costs.

Reuse of Documents: All documents including reports, drawings, specifications, and electronic media prepared by Farnsworth Group and/or any subconsultant pursuant to the Agreement are instruments of its services for use solely with respect to this Project. Farnsworth Group and/or any subconsultant shall be deemed the authors and Clients of their respective instruments of service and shall

retain all common law, statutory and other reserved rights, including copyrights. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without specific written verification or adaptation by Farnsworth Group will be at Client's sole risk, and without liability to Farnsworth Group, and Client shall indemnify and hold harmless Farnsworth Group or any subconsultant from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Farnsworth Group to further compensation at rates to be agreed upon by Client and Farnsworth Group.

Subcontracting: Farnsworth Group shall have the right to subcontract any part of the services and duties hereunder without the consent of Client.

Third Party Beneficiaries: Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or Farnsworth Group, except as expressly provided herein. Farnsworth Group's services under the Agreement are being performed solely for Client's benefit, and no other party or entity shall have any claim against Farnsworth Group because of the Agreement; or the performance or nonperformance of services hereunder; or reliance upon any report or document prepared hereunder. Neither Farnsworth Group nor Client shall have any obligation to indemnify each other from third party claims, except as expressly provided herein. Client and Farnsworth Group agree to require a similar provision in all contracts with construction contractors and subconsultants, vendors, and other entities involved in the Project to carry out the intent of this provision.

Right of Entry: Client shall provide for Farnsworth Group's and/or any subconsultant's right to enter property owned by Client and/or others in order for Farnsworth Group and/or any subconsultant to fulfill the scope of services for this Project. Client understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of the Agreement unless explicitly so provided.

Recognition of Risk: Client acknowledges and accepts the risk that: (1) data on site conditions such as geological, geotechnical, ground water and other substances and materials, can vary from those encountered at the times and locations where such data were obtained, and that this limitation on the available data can cause uncertainty with respect to the interpretation of conditions at Client's site; and (2) although necessary to perform the Agreement, commonly used exploration methods (e.g., drilling, borings or trench excavating) involve an inherent risk of contamination of previously uncontaminated soils and waters. Farnsworth Group's and/or any subconsultant's application of its present judgment will be subject to factors outlined in (1) and (2) above. Client waives any claim against Farnsworth Group and/or any subconsultant, and agrees to indemnify and hold Farnsworth Group and/or any subconsultant harmless from any claim or liability for injury or loss which may arise as a result of alleged contamination caused by any site exploration. Client further agrees to compensate Farnsworth Group and/or any subconsultant for any time spent or expenses incurred by Farnsworth Group and/or any subconsultant in defense of any such claim, in accordance with Farnsworth Group's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy.

Authority and Responsibility: Client agrees that Farnsworth Group and any subconsultant shall not guarantee the work of any construction contractor or construction subconsultant, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site, or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms, or other work aids.

Electronic Files Transfer.

(a) Farnsworth Group may prepare electronic files which contain machine-readable information or certain information for a project ("Project Files"). Client may request Project Files to facilitate Client's understanding of the project. The Parties recognize that the Project Files are subject to alteration, either intentionally or unintentionally, due to, among other causes, transmission, conversion, media degradation, software error or human error. The Parties further understand that the transfer of Project Files from the system and format used by Farnsworth Group to an alternate system or format cannot be accomplished without the introduction of anomalies and/or errors.

(b) Upon request, Farnsworth Group will supply Project Files to Client upon

the express terms and conditions set forth herein:

(i) The Project Files may not be used for any purpose not related specifically to the Client's project. Use of these files for development of other projects; additions to the project, or duplication of the project at any location is expressly prohibited.

(ii) The Project Files are provided for information purposes only and are not intended as an end product. The Project Files may be a work in process, and Farnsworth Group is under no obligation to provide Client with any updated version(s) of the Project Files.

(iii) Client acknowledges and understands that the Project Files may not reflect all data contained in the contract documents, addenda, or other pertinent contract-related documents. Client acknowledges and understands that the Project Files may contain data which is not included in the contract documents.

(c) **BIM Digital Files.** With regard to the transfer of Building Information Model (BIM) digital files, both Parties agree as follows:

(i) Farnsworth Group will provide only those BIM files created for Client's project. There is no representation the BIM files are comprehensive or comprise a complete model of the building.

(ii) The level of development of the model will be defined consistent with AIA Document G202-2013, as agreed by the parties. After reviewing and verifying the accuracy of the information contained within Farnsworth Group's BIM files, Client is authorized to develop its own model to a higher level of development for its own uses, but, in doing so, expressly agrees to assume all risks associated therewith.

Utilities: Client shall be responsible for designating the location of all utility lines and subterranean structures within the property line of the Project. Client agrees to waive any claim against Farnsworth Group and/or any subconsultant, and to indemnify and hold harmless from any claim or liability for injury or loss arising from Farnsworth Group and/or any subconsultant or other persons encountering utilities or other man-made objects that were not called to Farnsworth Group's attention or which were not properly located on documents furnished to Farnsworth Group. Client further agrees to compensate Farnsworth Group and/or any subconsultant for any time spent or expenses incurred by Farnsworth Group and/or any subconsultant in defense of any such claim, in accordance with Farnsworth Group's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy.

Samples: All samples of any type (soil, rock, water, manufactured materials, biological, etc.) will be discarded sixty (60) days after submittal of Project deliverables. Upon Client's authorization, samples will be either delivered in accordance with Client's instructions or stored for an agreed charge.

Discovery of Unanticipated Hazardous Substances or Pollutants: Hazardous substances are those so defined by prevailing Federal, State, or Local laws. Pollutants mean any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalies, chemicals and waste. Hazardous substances or pollutants may exist at a site where they would not reasonably be expected to be present. Client and Farnsworth Group and/or any subconsultant agree that the discovery of unanticipated hazardous substances or pollutants constitutes a "changed condition" mandating a renegotiation of the scope of services or termination of services. Client and Farnsworth Group and/or any subconsultant also agree that the discovery of unanticipated hazardous substances or pollutants will make it necessary for Farnsworth Group and/or any subconsultant to take immediate measures to protect human health and safety, and/or the environment. Farnsworth Group and/or any subconsultant agree to notify Client as soon as possible if unanticipated known or suspected hazardous substances or pollutants are encountered. Client encourages Farnsworth Group and/or any subconsultant to take any and all measures that in Farnsworth Group's and/or any subconsultant's professional opinion are justified to preserve and protect the health and safety of Farnsworth Group's and/or any subconsultant's personnel and the public, and/or the environment, and Client agrees to compensate Farnsworth Group and/or any subconsultant for the additional cost of such measures. In addition, Client waives any claim against Farnsworth Group and/or any subconsultant, and agrees to indemnify and hold Farnsworth Group and/or any subconsultant harmless from any claim or liability for injury or loss arising from the presence of unanticipated known or suspected hazardous substances or pollutants. Client also agrees to compensate Farnsworth Group

and/or any subconsultant for any time spent and expenses incurred by Farnsworth Group and/or any subconsultant in defense of any such claim, with such compensation to be based upon Farnsworth Group's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy. Further, Client recognizes that Farnsworth Group and/or any subconsultant has neither responsibility nor liability for the removal, handling, transportation, or disposal of asbestos containing materials, nor will Farnsworth Group and/or any subconsultant act as one who owns or operates an asbestos demolition or renovation activity, as defined in regulations under the Clean Air Act.

Job Site: Client agrees that services performed by Farnsworth Group and/or any subconsultant during construction will be limited to providing observation of the progress of the work and to address questions by Client's representative concerning conformance with the Contract Documents. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the construction contractor's or construction subconsultant's performance. Farnsworth Group and/or any subconsultant will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs. Farnsworth Group and/or any subconsultant will not be responsible for construction contractor's or construction subconsultant's obligation to carry out the work according to the Contract Documents. Farnsworth Group and/or any subconsultant will not be considered an agent of Client and will not have authority to direct construction contractor's or construction subconsultant's work or to stop work.

Shop Drawing Review: Client agrees that Farnsworth Group and/or any subconsultant shall review shop drawings and/or submittals solely for their general conformance with Farnsworth Group's and/or any subconsultant's design concept and general conformance with information given in the Contract Documents. Farnsworth Group and/or any subconsultant shall not be responsible for any aspects of a shop drawing and/or submittal that affect or are affected by the means, methods, techniques, sequences, and procedures of construction, safety precautions and programs incidental thereto, all of which are the construction contractor's or construction subconsultant's responsibility. The construction contractor or construction subconsultant will be responsible for dimensions, lengths, elevations and quantities, which are to be confirmed and correlated at the jobsite, and for coordination of the work with that of all other trades. Client represents that the construction contractor and construction subconsultant shall be made aware by Client of the responsibility to review shop drawings and/or submittals and approve them in these respects before submitting them to Farnsworth Group and/or any subconsultant.

LEED Certification and Energy Models: Client agrees that Farnsworth Group and/or any subconsultant do not guarantee the LEED certification of any facility for which Farnsworth Group and/or any subconsultant provides commissioning, LEED consulting or energy modeling services. The techniques and specific requirements for energy models used to meet LEED criteria have limitations that result in energy usage predictions that may differ from actual energy usage. Farnsworth Group and/or any subconsultant will endeavor to model energy usage very closely to actual usage, but Client agrees that Farnsworth Group and/or any subconsultant will not be responsible or liable in any way for inaccurate budgets for energy use developed from the predictions of LEED-compliant energy models. LEED certification and the number of LEED points awarded for energy efficiency are solely the responsibility of the U.S. Green Building Council and Green Building Certification Institute.

Environmental Site Assessments: No Environmental Site Assessment can wholly eliminate uncertainty regarding the potential for Recognized Environmental Conditions in connection with a Subject Property. Performance of an Environmental Site Assessment is intended to reduce, but not eliminate, uncertainty regarding potential for Recognized Environmental Conditions in connection with a Subject Property. In order to conduct the Environmental Site Assessment, information will be obtained and reviewed from outside sources, potentially including, but not limited to, interview questionnaires, database searches, and historical records. Farnsworth Group is not responsible for the quality, accuracy, and content of information from these sources. Any non-scope items provided in the Phase I Environmental Site Assessment Report are provided at the discretion of the environmental professional for the benefit of Client. Inclusion of any non-scope finding(s) does not imply a review of any other non-scope items with the Environmental Site Assessment investigation or report. The Environmental Site Assessment report is prepared for the sole and exclusive use of Client. Farnsworth

Group does not intend, without its written consent, for the Phase 1 Environmental Site Assessment Report to be disseminated to anyone beside Client, or to be used or relied upon by anyone beside Client. Use of the report by any other person or entity is unauthorized and such use is at their sole risk.

Consequential Damages: Notwithstanding any other provision of the Agreement, and to the fullest extent permitted by law, neither Client nor Farnsworth Group, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to the Project or Services performed under this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both Client and Farnsworth Group shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in Project.

Personal Liability: It is intended by the parties to the Agreement that Farnsworth Group's services in connection with the Project shall not subject Farnsworth Group's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that as Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against "Farnsworth Group, Inc., an Illinois corporation," and not against any of Farnsworth Group's individual employees, officers or directors.

General Insurance and Limitation: Farnsworth Group is covered by commercial general liability insurance, automobile liability insurance and workers compensation insurance with limits which Farnsworth Group considers reasonable. Certificates of all insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Farnsworth Group agrees to indemnify and hold Client harmless from any loss, damage or liability arising directly from any negligent act by Farnsworth Group. Farnsworth Group shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. Farnsworth Group shall not be responsible for any loss, damage or liability arising from any act by Client, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which Farnsworth Group has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that Farnsworth Group has no duty to defend Client from and against any claims, causes of action or proceedings of any kind.

Professional Liability Insurance and Limitation: Farnsworth Group is covered by professional liability insurance for its professional acts, errors and omissions, with limits which Farnsworth Group considers reasonable. Certificates of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Farnsworth Group agrees to indemnify and hold Client harmless from loss, damage or liability arising from errors or omissions by Farnsworth Group that exceed the industry standard of care for the services provided. Farnsworth Group shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. Farnsworth Group shall not be responsible for any loss, damage or liability arising from any act, error or omission by Client, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which Farnsworth Group has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that Farnsworth Group has no duty to defend Client from and against any claims, causes of action or proceedings of any kind.

ADDITIONAL LIMITATION: IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND FARNSWORTH GROUP, THE RISKS HAVE BEEN ALLOCATED SUCH THAT CLIENT AGREES THAT FOR THE COMPENSATION HEREIN PROVIDED, FARNSWORTH GROUP CANNOT EXPOSE ITSELF TO DAMAGES DISPROPORTIONATE TO THE NATURE AND SCOPE OF FARNSWORTH GROUP'S SERVICES OR THE COMPENSATION PAYABLE TO IT HEREUNDER. THEREFORE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF FARNSWORTH GROUP TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF FARNSWORTH GROUP IN PERFORMING PROFESSIONAL

SERVICES SHALL BE LIMITED TO FIFTY THOUSAND DOLLARS (\$50,000) OR THE TOTAL FEES PAID TO FARNSWORTH GROUP BY CLIENT UNDER THE AGREEMENT, WHICHEVER IS GREATER ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (I) ALL PRESENT AND FUTURE CLAIMS AGAINST FARNSWORTH GROUP, OTHER THAN THOSE DESCRIBED IN THE PREVIOUS SENTENCE, AND (II) ANY LIABILITY OF FARNSWORTH GROUP IN EXCESS OF THE LIMITATION. IN CONSIDERATION OF THE PROMISES CONTAINED HEREIN AND FOR OTHER SEPARATE, VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, CLIENT ACKNOWLEDGES AND AGREES THAT (I) BUT FOR THE LIMITATION, FARNSWORTH GROUP WOULD NOT HAVE PERFORMED THE SERVICES, (II) CLIENT HAS HAD THE OPPORTUNITY TO NEGOTIATE THE TERMS OF THE LIMITATION AS PART OF AN "ARMS-LENGTH" TRANSACTION, (III) THE LIMITATION AMOUNT MAY BE LESS THAN THE AMOUNT OF PROFESSIONAL LIABILITY INSURANCE REQUIRED OF FARNSWORTH GROUP UNDER THE AGREEMENT, (IV) THE LIMITATION IS MERELY A LIMITATION OF, AND NOT AN EXCULPATION FROM, FARNSWORTH GROUP'S LIABILITY AND DOES NOT IN ANY WAY OBLIGATE CLIENT TO DEFEND, INDEMNIFY OR HOLD HARMLESS FARNSWORTH GROUP, (V) THE LIMITATION IS AN AGREED REMEDY, AND (VI) THE LIMITATION AMOUNT IS NEITHER NOMINAL NOR A DISINCENTIVE TO FARNSWORTH GROUP PERFORMING THE SERVICES IN ACCORDANCE WITH THE STANDARD OF CARE.

Subpoenas: Client is responsible, after notification, for payment of time charges and expenses resulting from the required response by Farnsworth Group and/or any subconsultant to subpoenas issued by any party other than Farnsworth Group and/or any subconsultant in conjunction with the services performed under the Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

Statutes of Repose and Limitation: All legal causes of action between the parties to the Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date Farnsworth Group's services are completed or terminated.

Severability: If any term or provision of the Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of the Agreement shall remain in full force and effect.

Waiver: No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

Survival: Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to the Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

Governing Law: The Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois without regard to conflict of law principles.



CONSENT AGENDA ITEM NO. 7.F

FOR COUNCIL: July 26, 2021

SPONSOR: Public Works Department

WARD IMPACTED: Ward 8

SUBJECT: Consideration and action on an Ordinance Approving the Final Plat of The Grove on Kickapoo Creek Eighth Addition, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Ordinance be approved, subject to the petitioner providing the required sureties.

STRATEGIC PLAN LINK:

-Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Public Works is recommending an Ordinance approving the Final Plat of the Grove on Kickapoo Creek Eighth Addition, subject to the petitioner providing the necessary tap on fees.

The Grove on Kickapoo Creek Eighth Addition Subdivision is located North of Ireland Grove Road and West of 2100 E Road. The proposed final plat facilitates the creation of 33 residential lots and one outlot. The lot configuration is consistent with the Subdivision’s Preliminary Plan approved by Council on October 26, 2020. The existing Parcel Identification Number (PIN) for the property being subdivided is 22-09-476-002.

The zoning in this area is R-2, Mixed Residence District. Approval of this final plat will facilitate new residences. The proposed use is permitted in this zoning district. The final plat complies with City engineering standards (Manual of Practice and Chapter 24 of City Code). City staff has no objections to the plat. This is a Tier 1 Infill Redevelopment priority area and the new development primarily utilizes existing City facilities and infrastructure.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Eastlake, LLC. A preliminary plan for this subdivision was approved in October 2020 following a public hearing with the Planning Commission in September 2020.

FINANCIAL IMPACT: Eastlake, LLC, paid all survey and plat costs. Sureties are due as part of this subdivision. See tap-on/surety attachment for additional information. Approval of the Final Plat will facilitate the construction of new residential housing.

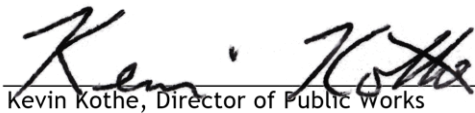
COMMUNITY DEVELOPMENT IMPACT: Goal, H-1. Ensure the availability of safe, attractive and high-quality housing stock to meet the needs of all current and future residents of Bloomington. Objective, H-1.1 Ensure that the housing to accommodate the new growth is a

broad range (of types, sizes, ages, densities, tenancies and costs) equitably distributed throughout the City recognizing changing trends in age-group composition, income, and family living habits. Objective UEW-1.2b Prioritize new development where City services are available or can be extended efficiently and economically. The subject property is a Tier 1 Infill Development Priority in Bloomington's Emerging Area.

Respectfully submitted for Council consideration.

Prepared by: Tony Meizelis, Civil Engineer I

Reviewed by:


Kevin Kothe, Director of Public Works

7/14/2021


Melissa Holt, Economic and Community Development Director

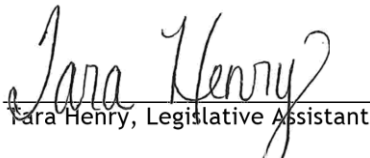
7/18/2021


Chris Tomerlin, Budget Manager

7/19/2021

George Boyle
George Boyle, Assistant Corporation Counsel

7/20/2021


Tara Henry, Legislative Assistant

7/21/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- PW 2B Ordinance and Legal Description_The Grove on Kickapoo Creek Eighth Addition
- PW 2C Final Plat_The Grove on Kickapoo Creek Eighth Addition
- PW 2D Owners Petition_The Grove on Kickapoo Creek Eighth Addition
- PW 2E County Clerk's Certificate_The Grove on Kickapoo Creek Eighth Addition
- PW 2F Owner's Certificate_The Grove on Kickapoo Creek Eighth Addition
- PW 2G School District Certificate_The Grove on Kickapoo Creek Eighth Addition
- PW 2H Final Plat Checklist_The Grove on Kickapoo Creek Eighth Addition
- PW 2I Final Plat Map_The Grove on Kickapoo Creek Eighth Addition
- PW 2J Tapon Memo_The Grove on Kickapoo Creek Eighth Addition
- PW 2K Drainage Statement_The Grove on Kickapoo Creek Eighth Addition

ORDINANCE NO. 2021 - ____

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE GROVE ON
KICKAPOO CREEK EIGHTH ADDITION**

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of The Grove on Kickapoo Creek Eighth Addition, dated June 23, 2021, legally described in Exhibit A, attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition requests no exemptions or variations from the provisions of the Bloomington City Code, 1960, as amended; and

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

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

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

SECTION 2. That the Final Plat of The Grove on Kickapoo Creek Eighth Addition, dated June 23, 2021 is hereby approved.

SECTION 3. This ordinance shall be effective immediately after the date of its passage and approval.

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

PASSED this 26th day of July 2021.

APPROVED this ____ day of July 2021.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

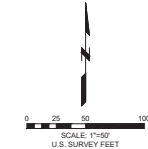
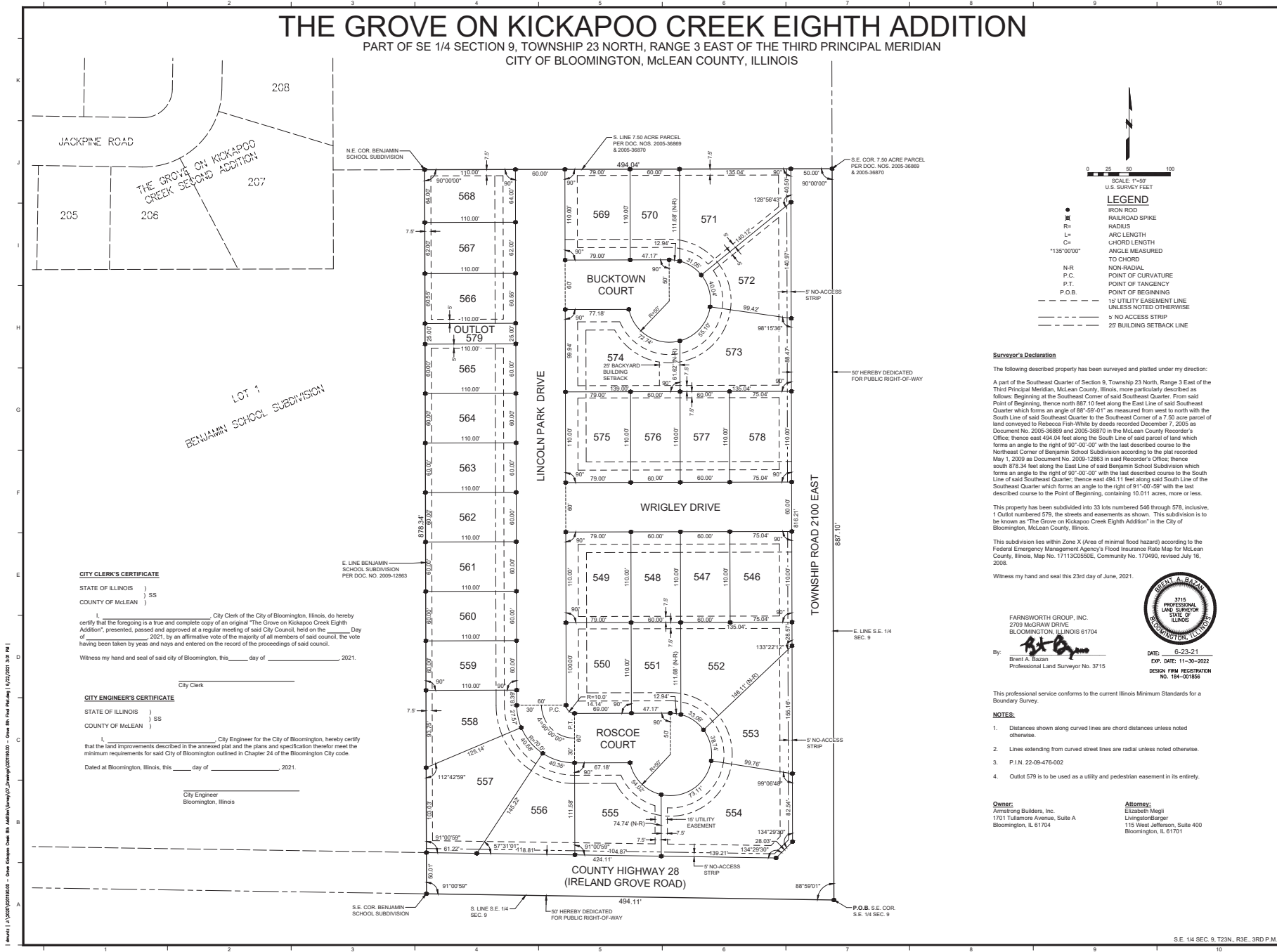
EXHIBIT A
Description of Property

A part of the Southeast Quarter of Section 9, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Southeast Corner of said Southeast Quarter. From said Point of Beginning, thence north 887.10 feet along the East Line of said Southeast Quarter which forms an angle of 88°-59'-01" as measured from west to north with the South Line of said Southeast Quarter to the Southeast Corner of a 7.50 acre parcel of land conveyed to Rebecca Fish-White by deeds recorded December 7, 2005 as Document No. 2005-36869 and 2005-36870 in the McLean County Recorder's Office; thence east 494.04 feet along the South Line of said parcel of land which forms an angle to the right of 90°-00'-00" with the last described course to the Northeast Corner of Benjamin School Subdivision according to the plat recorded May 1, 2009 as Document No. 2009-12863 in said Recorder's Office; thence south 878.34 feet along the East Line of said Benjamin School Subdivision which forms an angle to the right of 90°-00'-00" with the last described course to the South Line of said Southeast Quarter; thence east 494.11 feet along said South Line of the Southeast Quarter which forms an angle to the right of 91°-00'-59" with the last described course to the Point of Beginning, containing 10.011 acres, more or less.

P.I.N. 22-09-476-002

THE GROVE ON KICKAPOO CREEK EIGHTH ADDITION

PART OF SE 1/4 SECTION 9, TOWNSHIP 23 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS



LEGEND

●	IRON ROD
✕	RAILROAD SPIKE
R=	RADIUS
L=	ARC LENGTH
C=	CHORD LENGTH
∠	ANGLE MEASURED TO CHORD
N-R	NON-RADIAL
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.O.B.	POINT OF BEGINNING
---	1/2" UTILITY EASEMENT LINE UNLESS NOTED OTHERWISE
---	5' NO ACCESS STRIP
---	25' BUILDING SETBACK LINE

Surveyor's Declaration

The following described property has been surveyed and platted under my direction:

A part of the Southeast Quarter of Section 9, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Southeast Corner of said Southeast Quarter. From said Point of Beginning, thence north 88.10 feet along the East Line of said Southeast Quarter which forms an angle of 88°59'01" as measured from west to north with the South Line of said Southeast Quarter to the Southeast Corner of a 7.50 acre parcel of land conveyed to Rebecca Fish-White by deeds recorded December 7, 2005 as Document No. 2005-36869 and 2005-36870 in the McLean County Recorder's Office; thence east 494.04 feet along the South Line of said parcel of land which forms an angle to the right of 90°00'00" with the last described course to the Northeast Corner of Benjamin School Subdivision according to the plat recorded May 1, 2009 as Document No. 2009-12863 in said Recorder's Office; thence south 878.34 feet along the East Line of said Benjamin School Subdivision which forms an angle to the right of 90°00'00" with the last described course to the South Line of said Southeast Quarter; thence east 494.11 feet along said South Line of the Southeast Quarter which forms an angle to the right of 91°00'55" with the last described course to the Point of Beginning, containing 10.011 acres, more or less.

This property has been subdivided into 33 lots numbered 546 through 578, inclusive, 1 Outlot numbered 579, the streets and easements as shown. This subdivision is to be known as "The Grove on Kickapoo Creek Eighth Addition" in the City of Bloomington, McLean County, Illinois.

This subdivision lies within Zone X (Area of minimal flood hazard) according to the Federal Emergency Management Agency's Flood Insurance Rate Map for McLean County, Illinois, Map No. 17113C0550E, Community No. 170490, revised July 16, 2008.

Witness my hand and seal this 23rd day of June, 2021.



FARNSWORTH GROUP, INC.
2709 MCGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704

By: *Brent A. Bazan*
Brent A. Bazan
Professional Land Surveyor No. 3715

DATE: 6-23-21
EXP. DATE: 11-30-2022
DESIGN FIRM REGISTRATION NO. 194-00106

This professional service conforms to the current Illinois Minimum Standards for a Boundary Survey.

- NOTES:**
- Distances shown along curved lines are chord distances unless noted otherwise.
 - Lines extending from curved street lines are radial unless noted otherwise.
 - P.L.N. 22-09-476-002
 - Outlot 579 is to be used as a utility and pedestrian easement in its entirety.

Owner:
Armstrong Builders, Inc.
1701 Tullamore Avenue, Suite A
Bloomington, IL 61704

Attorney:
Elizabeth Megli
LivingstonBarger
115 West Jefferson, Suite 400
Bloomington, IL 61701

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF McLEAN)

I, _____, City Clerk of the City of Bloomington, Illinois, do hereby certify that the foregoing is a true and complete copy of an original "The Grove on Kickapoo Creek Eighth Addition", presented, passed and approved at a regular meeting of said City Council, held on _____ Day of _____, 2021, by an affirmative vote of the majority of all members of said council, the vote having been taken by yeas and nays and entered on the record of the proceedings of said council.

Witness my hand and seal of said city of Bloomington, this _____ day of _____, 2021.

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF McLEAN)

I, _____, City Engineer for the City of Bloomington, hereby certify that the land improvements described in the annexed plat and the plans and specification therefor meet the minimum requirements for said City of Bloomington outlined in Chapter 24 of the Bloomington City code.

Dated at Bloomington, Illinois, this _____ day of _____, 2021.

Farnsworth GROUP

2709 MCGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435 / info@f-w.com

www.f-w.com

Engineers | Architects | Surveyors | Scientists

PROJECT: THE GROVE ON KICKAPOO CREEK EIGHTH ADDITION

DATE: 6-23-21

Design/Drawn: DJM

Reviewed: KDV

Field Book No.: 0201190.00

SHEET TITLE: FINAL PLAT

SHEET NUMBER: 1

File No.: 24-9294

State of Illinois)
)ss.
County of McLean)

Now come(s) Eastlake, L.L.C., an Illinois limited liability Company

1. That your petitioner(s) is (are) the owner(s) of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit(s) "A" _____ which is attached hereto and made a part hereof by this reference, of is are) a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That your petitioner (s) seek (s) approval of the Final Plat for the subdivision of said premises to be known and described as
The Grove on Kickapoo Creek Eighth Addition
3. That your petitioner (s) also seek (s) approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960:
None

Respectfully submitted,

By:

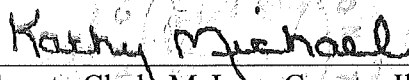
Title: Its Attorney

06/25/2021

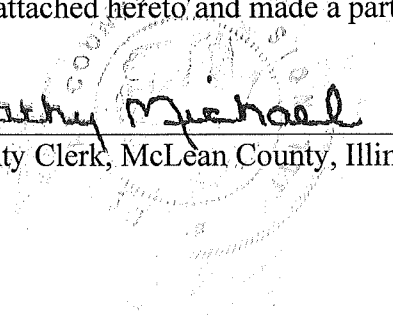
COUNTY CLERK'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

I, Kathy Michael, County Clerk of McLean County, State of Illinois, do hereby certify that on the 22 day of June, 2021, there were no delinquent general or special assessments unpaid, special assessments or delinquent special assessments unpaid against the tract of land legally described on Exhibit "A" attached hereto and made a part hereof.



County Clerk, McLean County, Illinois



OWNER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, hereby certify that we are the owners of all the premises embodied in the attached plat of The Grove on Kickapoo Creek Eighth Addition, to the City of Bloomington, McLean County, Illinois, and that we have caused said plat to be made and that it is a true and correct final plat of "The Grove on Kickapoo Creek Eighth Addition" to the City of Bloomington, McLean County, Illinois as laid off in lots by Brent A. Bazan, Illinois Professional Land Surveyor Number 3715; and we, the undersigned, hereby dedicate and set apart for the use of the general public forever all of the streets and highways as indicated and shown on said Final Plat; and we further dedicate the easements therein set forth to the City of Bloomington for general utility purposes.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this 18th day of June, 2021.

Owner:

Eastlake, L.L.C., an Illinois limited liability
company

By:

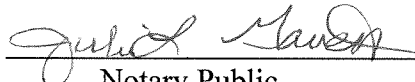

Thomas Armstrong,
Its President

NOTARY CERTIFICATE

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

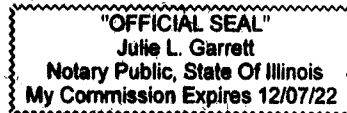
I, Julie L. Garrett, a Notary Public in and for the county and state aforesaid, do hereby certify that Thomas Armstrong, President of Eastlake, L.L.C., an Illinois limited liability company, personally known to be the President of Eastlake, L.L.C., an Illinois limited liability company, whose name is subscribed to the foregoing Owner's Certificate, appeared before me this day, in person, and acknowledged the execution of this Owner's Certificate as his free and voluntary act, with full power and authority to act, as and on behalf of Eastlake, L.L.C., an Illinois limited liability company.

Given under my hand and notarial seal this 18th day of June, 2021.



Notary Public

My commission expires 12-7-2022.



SCHOOL DISTRICT CERTIFICATE

This is to certify that Eastlake, L.L.C., an Illinois Limited Liability Company, as Developer and Owner of the property herein described in the Surveyor's Certificate, which will be known as The Grove on Kickapoo Creek Eighth Addition, to the best of my knowledge, is located within the boundaries of Community Unit School District #5, in McLean County, Illinois.

Dated this 25th day of June, 2021.

Eastlake, L.L.C., an
Illinois Limited Liability Company

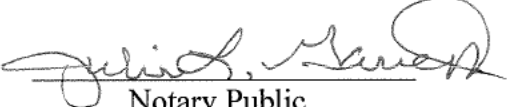
By:

Elizabeth B. Megli,
Its Attorney

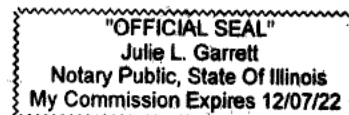
State of Illinois)
)ss.
County of McLean)

I, Julie Garrett, a Notary Public in and for the county and State aforesaid, do hereby certify that ELIZABETH B. MEGLI, personally known to be the same person whose name is subscribed to the foregoing owner's statement, appeared before me, this day, in person and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 25th day of June, 2021.


Notary Public

My commission expires 12-7-2022.





The Grove on Kickapoo Creek Eighth Addition Final Plat Checklist

Date Prepared: 7/8/2021

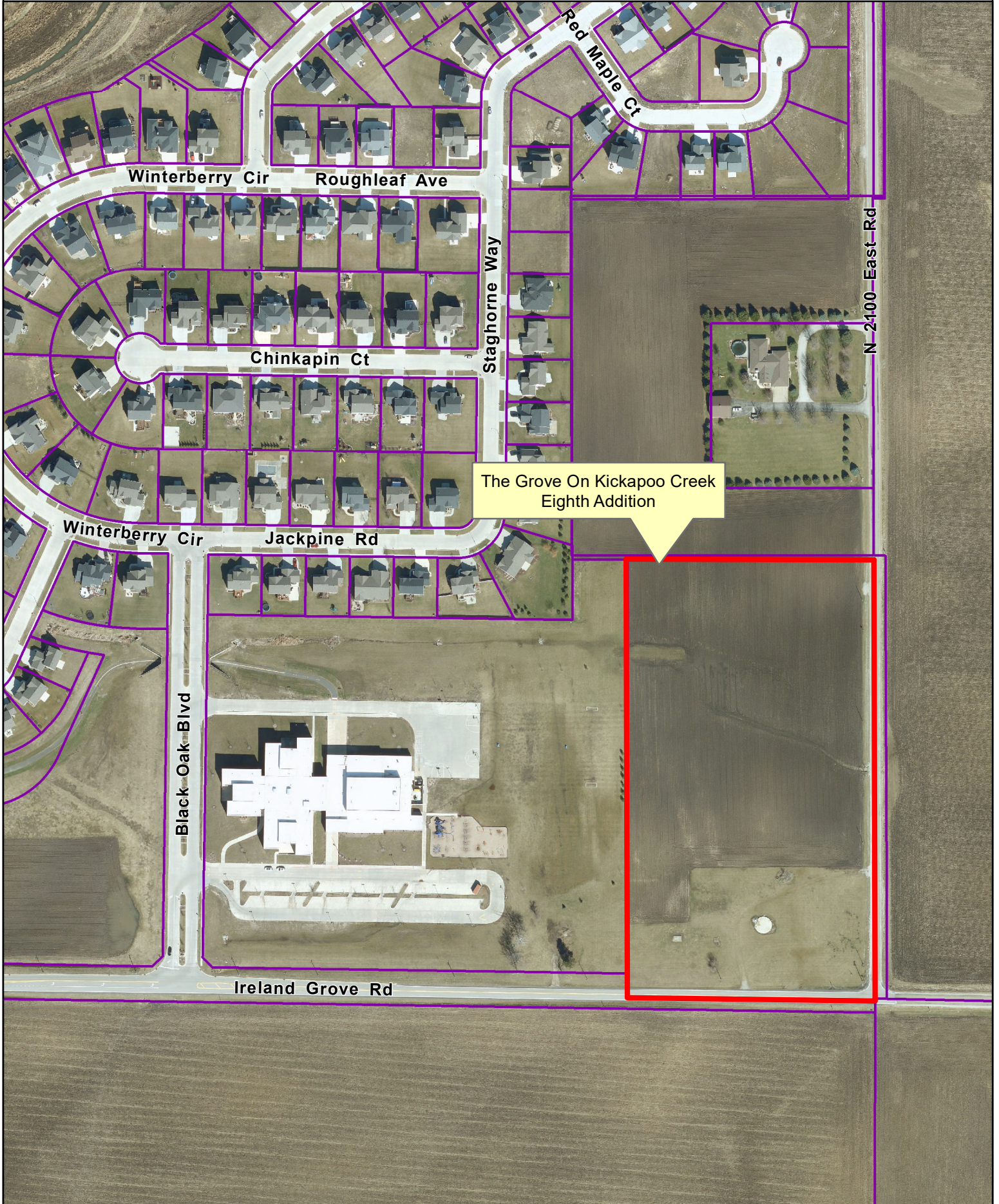
Shown on Final Plat:		Initial
	Easements shown for all public improvements	TJM
	City Engineer's Signature Block	TJM
	Clerk's Signature Block	TJM
	Areas or facilities to be dedicated to the public	TJM
	Railroad Right of Ways	N/A
	Subdivision Boundaries	TJM
	References to nearest street lines, Township, Sections lines, or monuments.	TJM
	Name of Subdivision	TJM
	Legal Description	TJM
	Existing Parcel Id Number (PIN)	TJM
	Surveyor's statement regarding any Special Flood Hazard Areas.	TJM
	Total Acreage	TJM
	Street Names	TJM
	Proposed Lot numbers (consecutively numbered)	TJM
	Front Yard Setbacks	TJM
The following shall be provided:		
	School District Certificate	TJM
	County Clerk's Certificate	TJM
	Owner's Certificate	TJM
	Drainage Statement	TJM
	Owner's Petition	TJM
	Ordinance	TJM
	Utility Company Signoffs	N/A
	Digital PDF Submittal provided to Public Works	TJM
	Digital CAD format submittal provided to Public Works	Requested
	2 Mylar Copies	
	12 Paper Copies	
The following requirements shall be met:		
	Final plat retains the design characteristics of a valid Preliminary Plan that has not expired	TJM
	Retains the design characteristics of approved public improvement engineering plans and specifications.	TJM
	Final Plat is signed by IL licensed surveyor	TJM
	Plans for all public improvements approved by Public Works	TJM

The Grove On Kickapoo Creek Eighth Addition



0 225 450
Feet

Date: 7/6/2021



MEMORANDUM

July 6, 2021

To: Kimberly Smith, Assistant Director, Economic and Community Development
From: Anthony J. Meizelis, P.E.
Subject: The Grove on Kickapoo Creek Eighth Addition
Performance Guarantees and Tap-On Fees

The following are the Performance Guarantee and Tap On fees required from the developer before releasing for recording the final plat: **The Grove on Kickapoo Creek Eighth Addition**. The final plat will be considered for approval by the City Council at the July 26, 2021 meeting.

A. Performance Guarantee:

\$250,000 revolving commercial surety bond covering all additions.

B. Tap-On Fees:

There are tap-on fees due from The Grove on Kickapoo Creek Eighth Addition per the Annexation Agreements dated April 21, 2005 and November 24, 2008.

		<u>Code</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
1	Pump Sta. MBKC San. Sew.	51101100-54120	\$22,183.30	\$0.00	\$22,183.30
2	Force Main MBKC at IGRD	51101100-54120	\$10,825.38	\$0.00	\$10,825.38
3	Brokaw Rd. San. Trunk Sew.	51101100-54120	\$9,314.68	\$0.00	\$9,314.68
4	IG Rd Trunk Sewer - EB	51101100-54120	\$0.00	\$0.00	\$0.00
5	15" Trunk Sewer	51101100-54120	\$0.00	\$0.00	\$0.00
6	Water Main	50100110-54120	\$0.00	\$0.00	\$0.00
7	Stormwater Detention	53103100-57320	\$0.00	\$0.00	\$0.00
8	Park Land	24104100-57320	\$0.00	\$0.00	\$0.00
	Total		\$42,323.36	\$0.00	\$42,323.36

- Area: 10.011 acres, 33 Lots
 - Sanitary Flow: [(33 Lots X 3.5 pop. X 100 gpd/pop. X 3.0 peaking factor) + (Infiltration: 10.011 acres X 300 gpd/in dia/acre X 8 in.)] / 1,000,000 gpd/mgd = 0.059 MGD
 - Ireland Grove Road Frontage: 0 FT
- 1) Pump Station Main Branch Kickapoo Creek - \$375,988.12/mgd
 - 2) Force Main Main Branch Kickapoo Creek - \$183,480.96/mgd
 - 3) Sanitary Trunk Sewer Brokaw Road - \$157,876.01/mgd
 - 4) Ireland Grove Rd Trunk Sewer East Branch – Paid at construction
 - 5) 15" Trunk Sewer through 4th Addition – Paid at construction
 - 6) Developer to build water main, no tap-on fee.
 - 7) Developer to provide stormwater detention, no tap-on fee.

8) Developer to dedicate park land, no tap-on fee.

C: Guarantee Substandard Street Improvement:

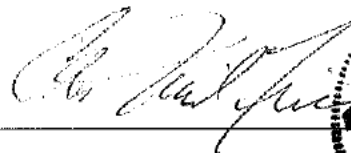
Not Applicable

cc: Kevin Kothe, Director of Public Works
Craig Shonkwiler, City Engineer
Chris Tomerlin
file

DRAINAGE STATEMENT

I, C. Neil Finlen, Registered Professional Engineer, and Armstrong Builders, Inc., being the owner of the premises heretofore platted by Brent A. Bazan, Illinois Professional Land Surveyor No. 3715, to be and become "The Grove on Kickapoo Creek Eighth Addition" in the City of Bloomington, McLean County, Illinois, do hereby state that to the best of their knowledge and belief, the drainage of surface waters will not be changed by the construction of said Subdivision or any part thereof; or that if such surface waters drainage will be changed, reasonable provision has been made for collection and diversion of such surface waters into public areas or drains which the Subdivider has a right to use and that such waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining property because of the construction of the Subdivision.

I further state that no lots are within the Special Flood Hazard Area, as identified by the Federal Emergency Management Agency.



Registered Professional Engineer No. 03907

OWNER:

BY:





CONSENT AGENDA ITEM NO. 7.G

FOR COUNCIL: July 26, 2021

SPONSOR: Legal Department

WARD IMPACTED: Ward 7

SUBJECT: Consideration and action on an Ordinance Recognizing the Completion of the Market Square Redevelopment and the Termination of the 1987 and 1988 Redevelopment Agreements with Market Square, Inc., as requested by the Legal Department.

RECOMMENDED MOTION:

The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

-Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: In the late 1980s, the City entered into a series of agreements with Market Square, Inc. and put into place a Tax Increment Redevelopment Plan for the redevelopment of Market Square, including what is now known as the Blue Beacon Truck Wash. Blue Beacon is currently leasing the property where its Truck Wash is located and is desirous of purchasing the property. Although an ordinance was passed in April of 2015, Ordinance 2015-20, dissolving the Special Tax Allocation Fund for the Market Square Redevelopment Project Area, there is nothing else on file showing the termination or completion of two redevelopment agreements associated with the Project Area. As such, Blue Beacon is requesting the City approve an ordinance to clarify there are no outstanding obligations associated with the redevelopment.

Both the Public Works Department and the Economic & Community Development Department have confirmed they are not aware of any outstanding obligations or issues associated with the redevelopment of Market Square. Accordingly, approval of the ordinance, recognizing the completion and termination of two associated redevelopment agreements, will confirm City staff's understanding of the development and will allow Blue Beacon to pursue the purchase of the property without the concern of future claims under those agreements.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

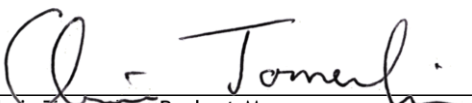
FINANCIAL IMPACT: There is no financial impact associated with approval of the Ordinance.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Jeffrey Jurgens, Corporation Counsel

Reviewed by:


Chris Tomerlin, Budget Manager

7/16/2021


Jeffrey R. Jurgens, Corporation Counsel

7/21/2021


Tara Henry, Legislative Assistant

7/22/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- LGL 1B Ordinance_Market Square

ORDINANCE NO. 2021 - _____

**AN ORDINANCE RECOGNIZING THE COMPLETION OF THE MARKET SQUARE
REDEVELOPMENT AND THE TERMINATION OF THE 1987 AND 1988
REDEVELOPMENT AGREEMENTS WITH MARKET SQUARE, INC**

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

SECTION 1. That the City of Bloomington hereby recognizes the completion and termination of the following two contracts: (1) a Contract for Private Redevelopment Pursuant to the Bloomington, Illinois Market Square Redevelopment Plan Phase II dated May 23, 1988, between Market Square, Inc., and the City of Bloomington; and (2) a Contract for Private Redevelopment dated January 21, 1987, between Market Square, Inc. and the City of Bloomington.

SECTION 2. The City Clerk shall be and is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 3. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 4. This Ordinance shall be in full force and effect after its passage, approval, and publication as required by law.

PASSED this 26th day of July 2021.

APPROVED this ____ day of July 2021.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



CONSENT AGENDA ITEM NO. 7.H

FOR COUNCIL: July 26, 2021

SPONSOR: Economic & Community Development Department

WARD IMPACTED: Ward 7

SUBJECT: Consideration and action on an Ordinance Approving a Site Plan for New Construction of a Restaurant in the B-1 (General Commercial) District, for Property Located at 1901 W. Market Street, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION:

The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

-Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

- Objective 3d. Expanded retail businesses
- Objective 3c. Revitalization of older commercial homes
- Objective 3a. Retention and growth of current local businesses

BACKGROUND: The Petitioner, CFT Developments, is requesting approval of a Site Plan for Construction of a Restaurant in the B-1 (General Commercial) District, for the property located at 1901 W Market Street.

Summary of Request

1. Site plan approval for construction of a restaurant. Because the property is located in the B-1 (General Commercial District), site review is subject to a legislative review process.
2. Proposed site plan layout includes parking that exceeds 25% of the minimum requirements in the Code, in this case five extra spaces. The Planning Commission voted to recommend approval of the additional spaces.

On Wednesday, June 23, 2021, the Planning Commission held a public hearing, found the request met the standards for approval of a site plan, and voted 7-0-0 to recommend approval of the Legislative Site Plan to the City Council.

For more detailed information, please see the attached Staff Memorandum to the Planning Commission and draft meeting minutes. A recording of the public meeting is available for review online at www.cityblm.org/live.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Monday, June 7, 2021 and courtesy notices were mailed to 95 property owners within 500 feet of the subject property.

FINANCIAL IMPACT: If approved and constructed, the location may generate additional Property, Home Rule, State Sales, and Food & Beverage Tax.

COMMUNITY DEVELOPMENT IMPACT: Goal ED-1. Ensure a broad range of employment opportunities for all residents. Objective ED-1.2 Leverage community assets in attracting businesses. Goal ED-4 Enhance the image of Bloomington as a business-friendly community. Objective ED-4.2 Prioritize infill and redevelopment to spur growth and reinvestment in the City.

Respectfully submitted for Council consideration.

Prepared by: Kimberly Smith, Asst Economic & Community Development Director

Reviewed by:



Melissa Holt, Economic and Community Development Director

7/19/2021



Chris Tomertin, Budget Manager

7/19/2021

George Boyle

George Boyle, Assistant Corporation Counsel

7/20/2021



Tara Henry, Legislative Assistant

7/21/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- E&CD 1B Ordinance 1901 W Market
- E&CD 1C Ordinance Exhibit B
- E&CD 1D PR-05-21 Staff report - text
- E&CD 1E PR-05-21 staff report - aerial, zoning, notice map
- E&CD 1F DRAFT Minutes 6.23.21

ORDINANCE NO. 2021 - _____

**AN ORDINANCE APPROVING A SITE PLAN FOR NEW CONSTRUCTION OF A
RESTAURANT IN THE B-1 (GENERAL COMMERCIAL) DISTRICT,
FOR PROPERTY LOCATED AT 1901 W. MARKET STREET**

WHEREAS, there was heretofore filed with the Economic and Community Development Department of the City of Bloomington, McLean County, Illinois, a petition and site plan requesting approval of a Legislative Site Plan for construction of a restaurant in the B-1 (General Commercial) District, for certain premises hereinafter described in Exhibit A; and

WHEREAS, said petition included the site plan illustrated in Exhibit B, hereinafter referred to as the "Plan" and attached hereto and made part hereof by this reference; and

WHEREAS, after proper notice was given, the Bloomington Planning Commission conducted a public hearing on said petition and plan, and at said public hearing, the Bloomington Planning Commission, made findings of fact that such Site Plan complied with the standards for granting approval of the legislative site plan found in Chapter 44 Division 17-9 of the Bloomington City Code;

WHEREAS, the Bloomington Planning Commission also recommended that the City Council adopt the additional condition into the site plan shown in Exhibit B pertaining to additional parking spaces; and,

WHEREAS the City Council of the City of Bloomington has the power to pass this Ordinance and approve this site plan with the recommended condition.

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

1. The above recitals are hereby incorporated into this Ordinance as though fully set forth herein.
2. The City Council hereby adopts the findings of fact of the Planning Commission pertaining to the Site Plan Review and further finds the site plan meets the standards for approval set forth in Chapter 44 of the Bloomington City Code.
3. The City Council hereby approves the Site Plan for the construction of a restaurant for the property at 1901 W Market Street, legally described in Exhibit A and depicted in Exhibit(s) B.
4. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 26th day of July 2021.

APPROVED this _____ day of July 2021.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

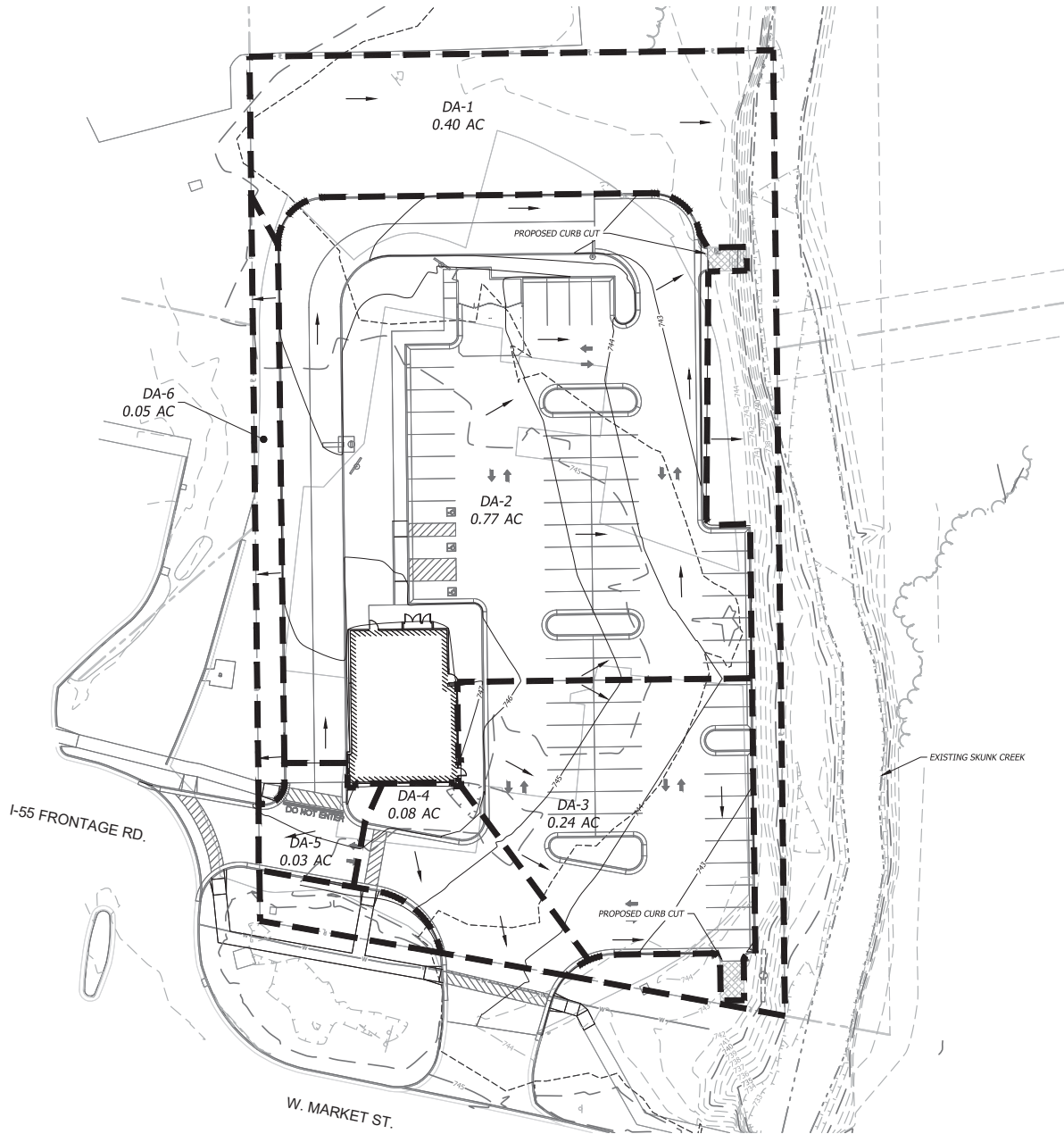
Leslie Smith-Yocum, City Clerk

Exhibit A
“Legal Description”
1901 W Market Street

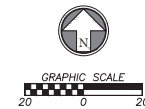
A part of the Northeast $\frac{1}{4}$ of Section 6, Township 23 North, Range 2 East of the Third Principal Meridian, more particularly described as follows:

Commencing at the Southwesternmost corner of a tract of land conveyed to the City of Bloomington, as recorded in Book 335 of Deeds at Page 521, McLean County, Illinois, thence North 51.65 feet along the West line of said tract to the Point of Beginning. From said Point of Beginning thence North 330 feet along the West line of said city of Bloomington tract, thence East 200 feet at right angles to the West line of said City of Bloomington tract, thence South 358 feet parallel with the West line of said City of Bloomington tract to the North right of way line of FAI Route 03 Sec.57-6 as recorded in Book 14 of Plats at Page 102, McLean County, Illinois, thence Northwesterly 202 feet along a curve of radius, 17,088.8, said curve being concave to the North and forming said North right of way line to the Point of Beginning, in McLean County, Illinois.

May 12, 2021 4:02pm Project By: burlacodes V:\020605-panada-express - master\2021-020605-2d-annotation\1104-pana\Arch Sheet\020605-2d-2021-0508.dwg User: burlacodes Plot: May



DRAINAGE LEGEND	
	DRAINAGE AREA BOUNDARY
	DRAINAGE DIRECTION
	PROPOSED FINISH GRADE
	PROPOSED FINISH GRADE
	PROPOSED FINISH GRADE
	PROPOSED FINISH GRADE
	EXISTING GRADE
	EXISTING GRADE
	EXISTING GRADE
	EXISTING GRADE
	PROPERTY LINE
	R/W RIGHT-OF-WAY LINE



PANDA EXPRESS, INC.
1683 Walnut Grove Ave.
Rosemead, California
91770
Telephone: 626.799.9898
Facsimile: 626.372.8288

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REVISIONS:

ISSUE DATE:

SITE PLAN REVIEW	5-12-21

DRAWN BY: KMY

PANDA PROJECT #: SB-21-04440
PANDA STORE #: 2889
ARCH PROJECT #: 21044.008

NOT FOR CONSTRUCTION

ARCHITECT:

lickoverarchitect
8813 PENROSE LANE, SUITE 400
LENEXA, KS 66219
ph: 913.649.9181 • fx: 913.649.1275

PANDA EXPRESS

TRUE WARM & WELCOME
Bloomington, IL 61701
1901 W. Market Street

DRAINAGE PLAN

C2

TRUE WARM & WELCOME 2300 RS



BHC
7101 College Blvd., Suite 400
Overland Park, Kansas 66210
p. (913) 663-1900
BHC is a trademark of Bunge North America Ltd. Company, P.A.

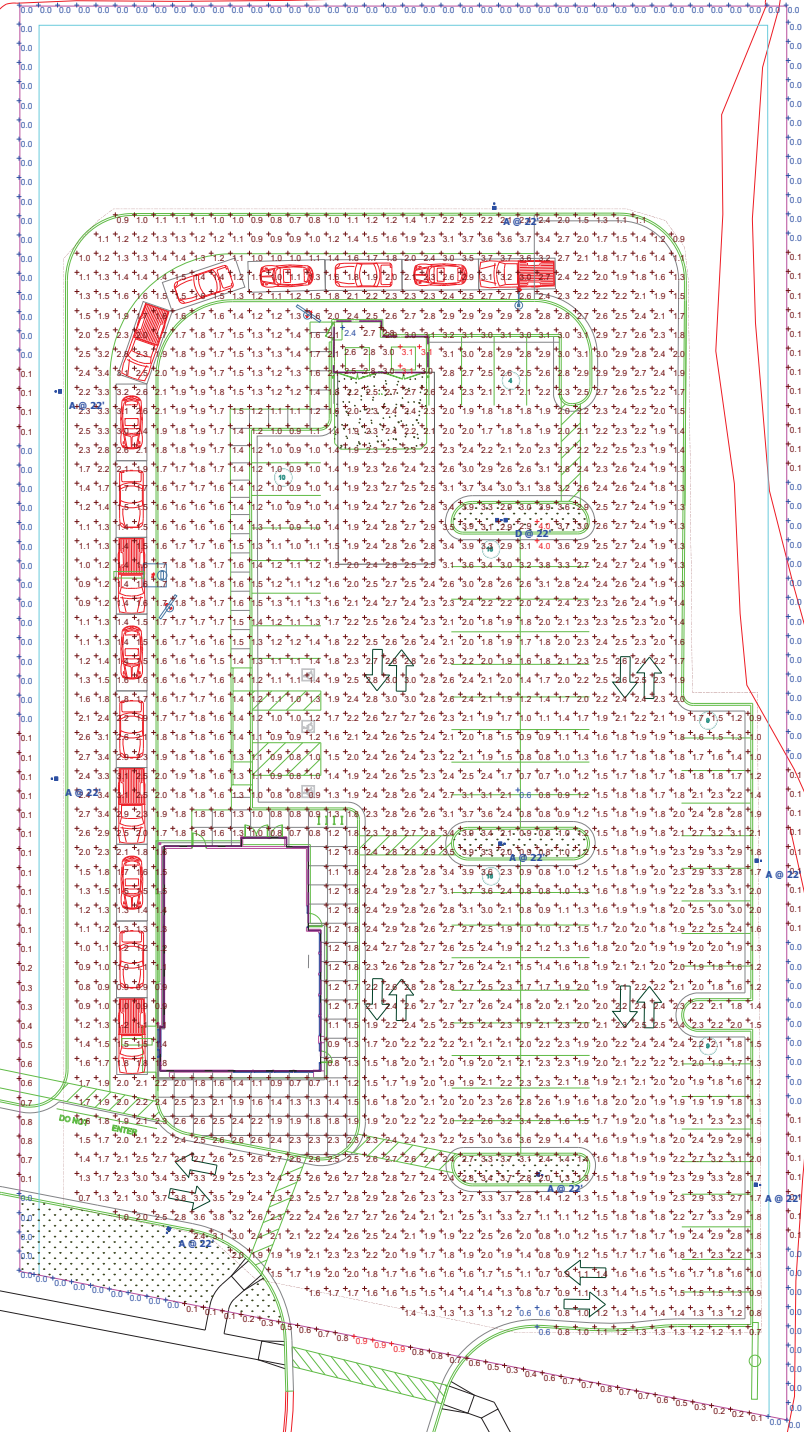
Schedule										
Symbol	Label	QTY	Catalog Number	Description	Filename	Lumens per Lamp	Lumen Multiplier	LLF	Wattage	Efficiency
	A	8	SLM-LED-18L-SIL-FIT-40-70CRI-IL	CONTACT RYAN ZINSELMETIER-314-531-2600	SLM-LED-18L-SIL-FIT-40-70CRI-IL.ies	12046	1	0.85	148.5	100%
	B	0	SLM-LED-18L-SIL-3-40-70CRI-IL	CONTACT RYAN ZINSELMETIER-314-531-2600	SLM-LED-18L-SIL-3-40-70CRI-IL.ies	13767	1	0.85	148.5	100%
	D	1	SLM-LED-18L-SIL-FIT-40-70CRI-IL	CONTACT RYAN ZINSELMETIER-314-531-2600	SLM-LED-18L-SIL-FIT-40-70CRI-IL.ies	12046	1	0.85	297	100%

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
CALC SUMMARY- PAVED SURFACE	+	2.0 fc	4.0 fc	0.6 fc	6.7:1	3.3:1
CALC SUMMARY- PROPERTY LINE	+	0.1 fc	0.9 fc	0.0 fc	N/A	N/A
TRASH ENCLOSURE	+	2.8 fc	3.1 fc	2.4 fc	1.3:1	1.2:1

Note

1. MOUNTING HEIGHT OF 22' (20'POLE)
2. CALCULATIONS TAKEN AT GROUND LEVEL
3. CONTACT VILLA LIGHTING- RYAN ZINSELMETIER- RYAN.ZINSELMETIER@VILLALIGHTING.COM- 314-531-2600

Plan View
Scale - 1" = 25ft



PANDA EXPRESS
BLOOMINGTON, IL

Designer
R. ZINSELMETIER
Date
06/04/2021
Scale
NOTED
Drawing No.

Summary



PANDA EXPRESS, INC.
1683 Walnut Grove Ave.
Rosemead, California
91770
Telephone: 626.799.9888
Facsimile: 626.372.8286

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REVISIONS:

ISSUE DATE:

SITE PLAN REVIEW 5-12-21

DRAWN BY: AE

PANDA PROJECT #: SB-21-D4440

PANDA STORE #: 2889

ARCH PROJECT #: 21044.008



8813 Pennrose Lane, Suite 400,
Lenexa, KS 66219
ph: 913.648.8181 • fx: 913.648.1275

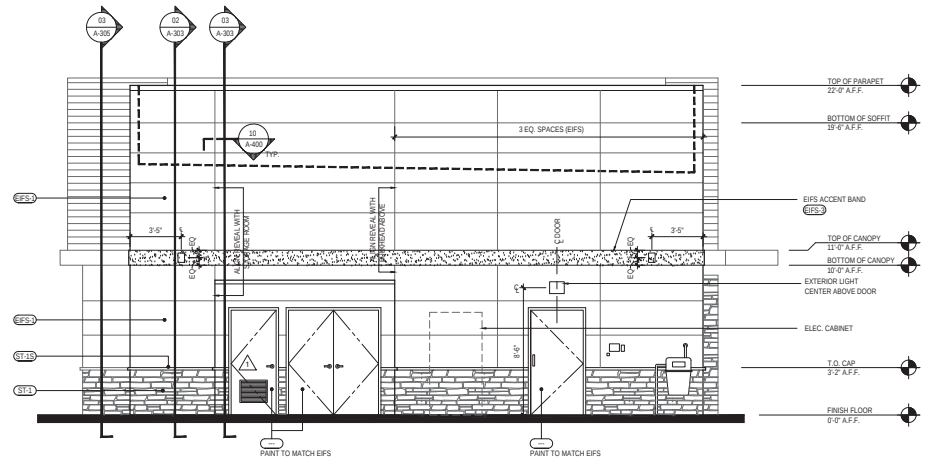
PANDA EXPRESS

TRUE WARM & WELCOME
Bloomington, IL 61701
1901 W. Market Street

A-200

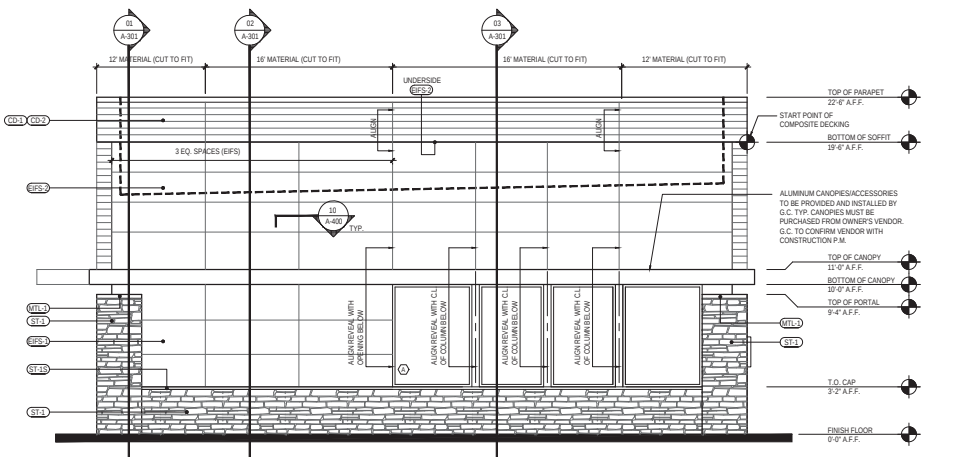
EXTERIOR
ELEVATIONS

TRUE WARM & WELCOME 2300 RS



NORTH ELEVATION 2

Scale= 1/4" = 1'-0" A-200

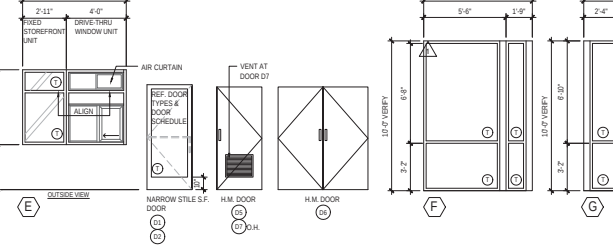
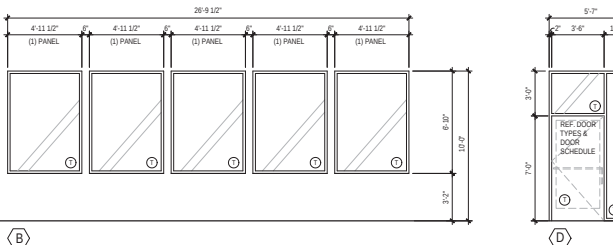
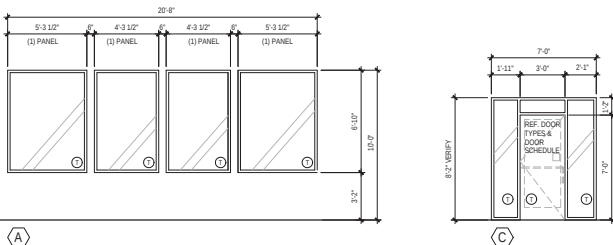


SOUTH ELEVATION 1

Scale= 1/4" = 1'-0" A-200

WINDOW AND DOOR ELEVATIONS 3

Scale= NTS A-200



SCREW/FASTENING DTL.

WATER/AIR BARRIER

CONSTRUCTION

WATER PROOF FLASHING

MECHANICAL PATCH

SCREW FASTENING SYSTEM

COMPOSITE DECK FASTENING & WATER PROOFING

3

Scale: 1 1/2" = 1'-0" A-201

CENTERLINE OF BUTT JOINT - REF. ELEVATIONS
CENTERLINE OF EACH INTERMEDIATE STUD BETWEEN ENDS BUTT JOINTS OF FIBERON - TYP.
LINE OF OUTSIDE CORNER - REF. ELEVATIONS
2" JOINT BETWEEN FINISHED BOARDS - TYPICAL
STAINLESS STEEL FINISH SCREWS REFER TO ISOMETRIC DETAIL BELOW FOR SPECIFICATIONS
PRIMARY LAYER: FLUID APPLIED WATER PROOFING AS SPECIFIED OVER ENTIRE SURFACE OF EXTERIOR SHEATHING AS SCHEDULED TO RECEIVE COMPOSITE DECKING.
SECONDARY LAYER: 15 POUND BUILDING FELT OVER ENTIRE SURFACE OF EXTERIOR SHEATHING AS SCHEDULED TO RECEIVE COMPOSITE DECKING.
WATER PROOF FLASHING: 4" TITE-SEAL SELF-ADHESIVE RUBBERIZED ASPHALT ROLL FLASHING BEHIND EACH BATTEN (PAINT FLAT BLACK)
MECHANICAL PATCH: MASTIC OVER ALL MECHANICAL FASTENERS
EXTERIOR SHEATHING - REF. ARCHITECTURAL AND STRUCTURAL DETAILS
WALL STUD - REFER STRUCTURAL
SOLID PVC 1X6 SLEEPER/BATTEN WHERE BUTT JOINT FALLS BETWEEN STUDS AND/OR AT END OF RUN (PAINT FLAT BLACK)
SOLID PVC 1X2 SLEEPER/BATTEN OVER EACH STUD (PAINT FLAT BLACK)
STAINLESS STEEL FINISH SCREWS REFER SPECIFICATIONS BELOW
AT WOOD STUDS: PROVIDE 2 1/2" GRIP-RITE (OR EQUAL) DECK SCREWS
AT METAL STUDS: PROVIDE 2 1/2" SIMPSON BUGLE HEAD SELF-DRILLING STAINLESS STEEL - #2 SQUARE DRIVE SCREWS WITH #3 DRILL POINT (TYPE 430 STAINLESS STEEL)
2" JOINT BETWEEN FINISHED BOARDS, @ ENDS & BUTT JOINTS - TYPICAL
CONTINUOUS COMPOSITE INSULATING WALL SHEATHING WHERE REQUIRED, REF. TO ARCHITECTURAL WALL SECTIONS
SCREW FASTEN BATTENS @ 18" O.C. VERTICALLY

SCREW FASTENING SYSTEM

COMPOSITE DECK FASTENING & WATER PROOFING

3

Scale: 1 1/2" = 1'-0" A-201

SCREW FASTENING SYSTEM

COMPOSITE DECK FASTENING & WATER PROOFING

3

Scale: 1 1/2" = 1'-0" A-201

SCREW FASTENING SYSTEM

COMPOSITE DECK FASTENING & WATER PROOFING

3

Scale: 1 1/2" = 1'-0" A-201

SCREW FASTENING SYSTEM

COMPOSITE DECK FASTENING & WATER PROOFING

3

Scale: 1 1/2" = 1'-0" A-201

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COMPOSITE DECK FASTENING & WATER PROOFING

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Scale: 1 1/2" = 1'-0" A-201

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COMPOSITE DECK FASTENING & WATER PROOFING

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Scale: 1 1/2" = 1'-0" A-201

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Scale: 1 1/2" = 1'-0" A-201

SCREW FASTENING SYSTEM

COMPOSITE DECK FASTENING & WATER PROOFING

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Scale: 1 1/2" = 1'-0" A-201

SCREW FASTENING SYSTEM

COMPOSITE DECK FASTENING & WATER PROOFING

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Scale: 1 1/2" = 1'-0" A-201

SCREW FASTENING SYSTEM

COMPOSITE DECK FASTENING & WATER PROOFING

3

Scale: 1 1/2" = 1'-0" A-201

SCREW FASTENING SYSTEM

COMPOSITE DECK FASTENING & WATER PROOFING

3

Scale: 1 1/2" = 1'-0" A-201

SCREW FASTENING SYSTEM

COMPOSITE DECK FASTENING & WATER PROOFING

3

Scale: 1 1/2" = 1'-0" A-201

SCREW FASTENING SYSTEM

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Scale: 1 1/2" = 1'-0" A-201

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3

Scale: 1 1/2" = 1'-0" A-201

SCREW FASTENING SYSTEM

COMPOSITE DECK FASTENING & WATER PROOFING

3

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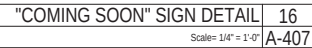
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SCREW FASTENING SYSTEM

COMPOSITE DECK FASTENING & WATER PROOFING

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Scale: 1



DUMPSTER GATE LATCH DETAILS	15
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TRASH ENCLOSURE WALL SECTION	8	SIDE ELEVATION	4
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FRONT ELEVATION	2
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TRASH ENCLOSURE	1
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PLANNING COMMISSION

TO: Planning Commission

FROM: Economic & Community Development Department

DATE: June 23, 2021

CASE NO: PR-05-21, Site plan review

REQUEST: Public hearing, review, and action on a petition submitted by CFT Developments for a legislative site plan review for a new restaurant, in the B-1 General Commercial District for the property located at 1901 W Market Street (PIN: 21-06-226-005). (Ward 7)



Above: 1901 W Market Street, outlined in black.

NOTICE

The application has been filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Monday, June 7, 2021. Courtesy notices were mailed to 95 property owners within 500 feet of the subject property.

PROPERTY INFORMATION

Subject Property: 1901 W Market Street
Applicant: CFT Developments
Existing Zoning: B-1, General Commercial District
Existing Land Use: Vacant (former gas station)
Property Size: 1.50 acres
PIN: 21-06-226-005

SURROUNDING ZONING AND LAND USES

	Zoning	Land Uses
North	B-1	Vacant
South	B-1, M-2 (McLean County)	Restaurants, automotive services, hotels
East	B-1, M-2 General Manufacturing, B-2 Local Commercial	Restaurants, automotive services and truck stops, financial services
West	B-1, R-1B Single-Family Residence	Automotive services, restaurants, single-family homes

PROJECT DESCRIPTION

Background:

The subject property at 1901 W Market Street consists of 1.50 acres of land located toward the westernmost limits of the City's municipal boundaries, within 0.15 miles of access ramps for I-55 and I-74. The property was in use as a gas station between 1978 and the early 2010s, until its demolition in 2017. The property has remained vacant since this time.

Petitioner's request:

The applicant seeks to construct a new drive-through Panda Express at the subject property. The site as proposed would consist of a restaurant space measuring 2,381 square feet in area and a queuing lane capable of accommodating at least fifteen cars at a time. The site would also feature two bicycle parking spaces and 65 vehicular parking spaces, 35% over the minimum requirement of 48 parking spaces.

The provision of parking spaces exceeding 25% of the minimum requirement is permitted through the site plan review process (Ch. 44-12.2E). In order for additional parking to be approved, the petitioner must provide a traffic demand study based on the parking generation standards of the Institute of Traffic Engineers or Urban Land Institute indicating that the proposed excess parking is warranted based on the trip generation of similar uses (Ch. 44-12.8). At the time of this report, staff has received a parking demand letter citing transaction counts at a Panda Express in Joliet, IL to justify the parking request; however, it does not meet the criteria of a parking demand study as specified in Ch. 44-12.8. Staff has

therefore included the provision of such a parking demand study as a condition of the site plan's approval.



Figure 1 (left): Annual average daily traffic count (source: Illinois Department of Transportation).

IDOT reports the average traffic count for this section of Market Street (between Truckers Lane and Martin Luther King Jr. Drive) as being 17,300 daily trips (Figure 1).

Compliance with the Comprehensive Plan:

The subject property is located identified as a regional commercial center by the Comprehensive Plan's Future Land Use map and as a Tier 1 priority for infill development by the Land Use Priorities map. The proposed development also aligns with the following Comprehensive Plan goals:

- Goal ED-4 Enhance Bloomington's image as a business-friendly community.
 - Objective ED-4.2 Prioritize infill and redevelopment to spur growth and reinvestment in the City.
 - Action ED-4.2e. Target efforts to improve areas identified in the redevelopment areas map, prioritizing as opportunities are presented

ZONING & BULK REQUIREMENTS

Division 5. Bulk Requirements

Standard	Required	Provided	Comments
Max. floor area ratio	0.8	0.03	Compliant
Front yard setbacks	N/A	12'	Compliant
Side yard building setbacks	5'	6'	Compliant
Rear yard building setbacks	5'	54'	Compliant
Building height	N/A	22'6"	Compliant

Division 12. Off-Street Parking and Loading

Standard	Required	Provided	Comments
Parking spaces	48 spaces	65 spaces	Increase requested
Parking adjustment	-10% applicable	Not requested	N/A
Bicycle parking	2 spaces	2 spaces	Compliant
Min. stacking lane width	12'	12'	Compliant
Min. stacking space depth	20'	20'	Compliant
Bypass lane	Required, 10' min. width	Provided	Compliant
Min. aisle width	24'	24'	Compliant
Min. parking stall dimensions (width/length)	8.5' x 18'	8.5' x 18'	Compliant
5 ft pedestrian path to entrance	Required	Provided	Compliant

Division 13. Landscaping Requirements

Standard	Required	Provided	Comments
Parking lot perimeter landscaping (front/sides/rear)	12'/6'/6'	12'/6'/54'	Compliant
Building foundation landscaping	Not required	Not provided	Compliant
Landscaping island required every 10 parking spaces	Required	Provided	Compliant
Dumpster screening	6' tall screen	7'4" tall screen	Compliant
Transitional yard landscaping	Not required	Not provided	Compliant
Lighting plan	Required	Provided	Compliant
Storm water management	Required	Fee in lieu paid	Compliant

STANDARDS FOR REVIEW

Ch. 44, 17-9 Legislative site plan review.

The Site Plan review process is intended to protect the public interest in safety, economy, and from adverse site development that may be detrimental to neighboring property owners

and the surrounding area. The following standards and objectives shall guide the review of City staff, the Planning Commission, and the City Council in making a determination on the proposed Site Plan:

- a) *The extent to which potential incompatibilities between the proposed development and surrounding existing development and/or zoning is minimized by such design features as placement of buildings, parking areas, access driveways and existing or proposed topography.* The proposed use is compatible with the character of this corridor of W Market Street, which is highly trafficked due to its proximity to the interstate, and predominantly commercial in nature. The design proposed meets setback and landscaping requirements, providing a buffer to adjacent properties. The location of queuing and parking areas as well as access drives minimizes potential conflicts in internal circulation. **The standard is met.**
- b) *The extent to which the proposal minimizes any adverse impact of the development upon adjoining land.* The site plan as proposed is compliant with the Zoning Ordinance in terms of landscaping and screening, queuing capacity, and photometric levels. The additional parking requested will reduce the likelihood that adjacent properties are impacted by high volumes of traffic at this site. The proposal additionally facilitates reinvestment in a vacant property. Contingent upon the findings of the traffic demand study, **the standard may be met.**
- c) *The extent to which adequately improved streets connected to the improved arterial street system are available or can be reasonably supplied to serve the uses proposed in the development.* The site is accessible by and directly situated on W Main Street. Staff concerns regarding the arrangement of access drives and sidewalks to the south of property have been resolved with IDOT's approval. **The standard is met.**
- d) *The extent to which the proposed development will favorably or adversely affect other persons or property and, if so, whether because of circumstances peculiar to the location the effect is likely to be greater than is ordinarily associated with the development of the type proposed.* The proposal will facilitate reinvestment and infill development along a major commercial corridor, enhancing the aesthetic and economic value of the area. The proposed use is compatible with surrounding commercial uses, and the excess parking requested may reduce the likelihood that the project impacts residential properties to the west. **The standard is met.**

STAFF RECOMMENDATION

Staff finds that the application meets the standards for site plan review and recommends its approval. Staff recommends that the Commission take the following actions:

Motion to establish findings of fact that the subject property meets the legislative site plan criteria in Chapter 44.17-9 of the City Code.

Motion to recommend that City Council approve the legislative site plan review for a new restaurant in the B-1 General Commercial District for the property located at 1901 W Market Street (PIN: 21-06-226-005) (Ward 7) with the following condition:

- That a traffic demand study supporting the need for additional parking be submitted prior to City Council approval.

Respectfully submitted,
Caitlin Kelly
Assistant City Planner

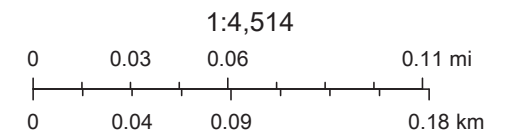
Attachments:

- Draft ordinance
- Proposed site plan
- Site plan review petition, available [online](#)
- Aerial and zoning maps
- Neighborhood notice and map

PR-05-21 Aerial Map



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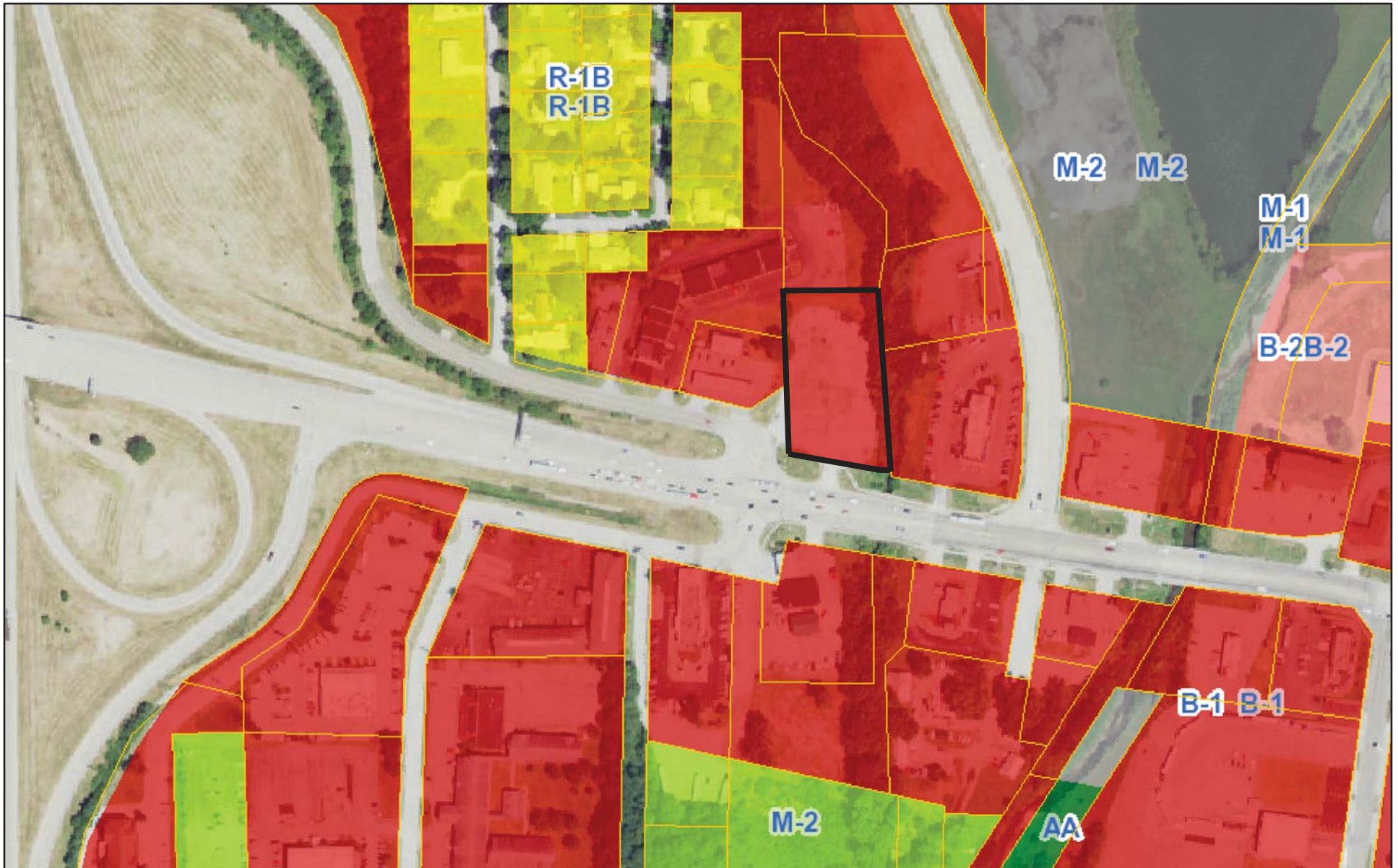


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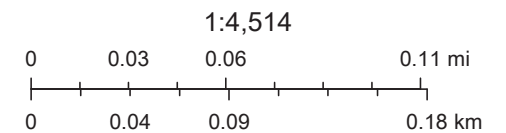
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PR-05-21 Zoning Map



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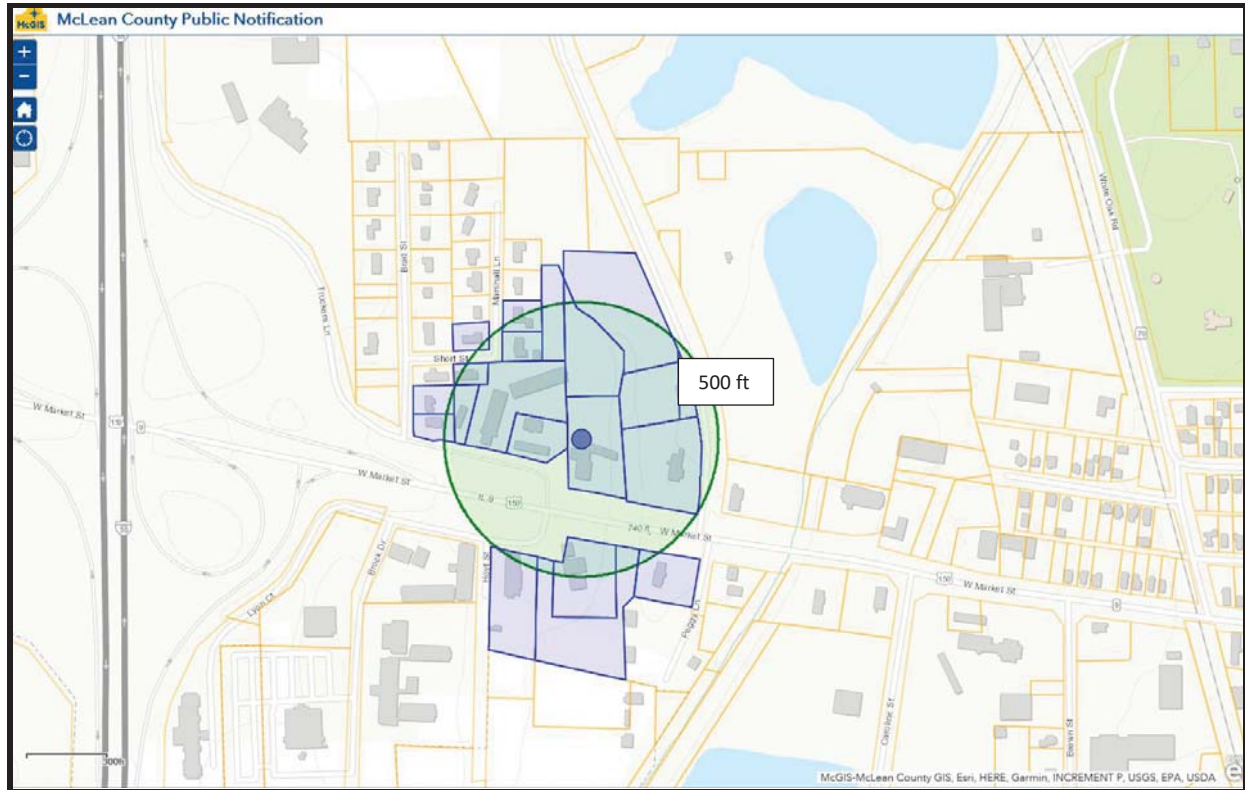
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Economic & Community Development Department
115 E Washington St, Ste 201
Bloomington IL 61701
(309) 434-2226
planning@cityblm.org

Map of notified properties within 500 ft of subject property



Mr. Craig McBeath	Information Systems Director	Present
Ms. Kimberly Smith	Assistant Economic & Community Development Director	Present
Ms. Caitlin Kelly	Assistant City Planner	Present

COVID-19

This meeting was held virtually via livestream pursuant to the gubernatorial executive order 2021-06. Public comment was accepted until 15 minutes before the start of the meeting.

PUBLIC COMMENT

No public comment.

MINUTES

Mr. Krieger motioned to approve the minutes from the regular May 12, 2021 meeting. Mr. Muncy seconded. Roll call vote: Mr. Stanczak - Yes, Mr. Danenberger - Yes, Mr. Boyd - Yes, Mr. Muehleck - Yes, Mr. Krieger - Yes, Mr. Muncy - Yes, Mr. Mohr - Yes. The motion was approved (7-0-0).

REGULAR AGENDA

- A. PR-05-21** Public hearing, review, and action on a petition submitted by CFT Developments for a legislative site plan review for a new restaurant in the B-1 General Commercial District for the property located at 1901 W Market Street (PIN: 21-06-226-005). (Ward 7)

Ms. Kelly presented the staff report with a recommendation for approval with the condition that a parking demand study supporting the need for additional parking be submitted prior to City Council approval. Mr. Boyd and Chairperson Mohr asked clarifying questions regarding the case.

Henry Klover, the architect, was sworn in for testimony. He expressed concern that using ITE parking calculations would result in less parking than requested because ITE standards have not been updated to account for COVID-era traffic patterns.

Ms. Smith clarified the requirements of the parking study, stating that the Zoning Ordinance suggests that ITE or ULI standards be used.

Mr. Boyd stated his hesitation to grant additional parking given that the City parking standards had been updated relatively recently with parking maximums in mind.

Mr. Stanczak emphasized the petitioner's amount of experience with parking requirements and demand.

The commissioners and Mr. Boyle discussed how best to go about voting on the case. Mr. Boyd motioned to accept standards A, C, and D as presented by staff. Mr. Stanczak seconded. Roll

DRAFT

MEETING MINUTES

PUBLISHED BY THE AUTHORITY OF THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS

WEDNESDAY, JUNE 23, 2021

call vote: Mr. Stanczak - Yes, Mr. Danenberger - Yes, Mr. Boyd - Yes, Mr. Muehleck - Yes, Mr. Krieger - Yes, Mr. Muncy - Yes, Mr. Mohr - Yes. The motion was approved (7-0-0).

Mr. Stanczak motioned to accept standard B as presented by staff without the last sentence of the analysis, finding it met. Mr. Muncy seconded. Mr. Boyd stated that he would be voting no on the motion, as he believes that voting in favor of additional parking after parking maximums had been established might set a bad precedent. Chairperson Mohr mentioned that while he is generally in agreement with Mr. Boyd, he would be voting yes in this case due to the possibility of overflow vehicles parking in the nearby residential neighborhood. Roll call vote: Mr. Stanczak - Yes, Mr. Danenberger - Yes, Mr. Boyd - Yes, Mr. Muehleck - Yes, Mr. Krieger - Yes, Mr. Muncy - Yes, Mr. Mohr - Yes. The motion was approved (6-1-0).

Mr. Krieger voted to approve the legislative review. Mr. Stanczak seconded. Roll call vote: Mr. Stanczak - Yes, Mr. Danenberger - Yes, Mr. Boyd - Yes, Mr. Muehleck - Yes, Mr. Krieger - Yes, Mr. Muncy - Yes, Mr. Mohr - Yes. The motion was approved (7-0-0).

OLD BUSINESS

No items.

NEW BUSINESS

No items.

ADJOURNMENT

Mr. Krieger motioned to adjourn. Mr. Boyd seconded. All were in favor. The meeting was adjourned at 4:41 PM.

DRAFT

MEETING MINUTES

PUBLISHED BY THE AUTHORITY OF THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS

WEDNESDAY, JUNE 23, 2021

Page | 3



CONSENT AGENDA ITEM NO. 7.I

FOR COUNCIL: July 26, 2021

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Lake Bloomington Lot Transfer and Supplemental Agreement for Lot 3 in Block 0 in Peoria Pointe, from the Pamela Williamson and Kenneth Hughes, to the petitioners, Marcus A. Crebo and Kimberly J. Whitesell, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Lot Transfer and Supplemental Agreement be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Public Works is recommending the approval of a Petition and Supplemental Agreement for the Lake Bloomington Lot Transfer of Lot 3 and Block 0 in Peoria Pointe, from Pamela Williamson and Kenneth Hughes to the petitioners, Marcus A. Crebo and Kimberly J. Whitesell. Lot 3 has a residence, a septic system, and one boat dock.

A licensed inspector, Rob Williamson, inspected the septic system on June 10, 2021, and found the system to be in the following condition, as noted in a June 15, 2021, letter from the McLean County Health Department:

- ❖ The basement floor drain discharges to a tile. The floor drain cannot be used as a discharge point for sewage producing fixtures such as sinks, laundry waste or showers.
- ❖ The septic tank is installed deeper than allowed by current code. There is not a riser over the outlet of the septic tank. This department recommends risers or access ports be installed over the inlet and outlet of the tank to allow for evaluation and maintenance of the tank.

The lessee has entered into a supplemental agreement with the City of Bloomington to have the septic tank pumped and evaluated at least once every three years, with the first pump and evaluation taking place no later than June 26, 2024. Prior to the supplemental agreement, the lessee installed a riser, correcting the issue noted within the McLean County Health Department letter. Please see the attached invoice and photograph. The lessee submitted proof to the City of Bloomington upon completion.

Staff inspected the basement floor drain and found no sewage producing fixtures in the basement and found no fixtures connected to the floor drain. Rob Williamson installed a

riser on the septic tank on June 28, 2021.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This petition will have a neutral financial impact in that the current lease uses the current formula of \$0.40 per \$100.00 Equalized Assessed Value to determining the Lake Lease Fee. With the current lease rate formula of \$0.40 per \$100.00 Equalized Assessed Value, this lease will generate approximately \$389.64 per year in lease income and \$150.00 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance-Lease Income account (50100140-57590). The Garbage Collection fee is recorded in Lake Maintenance-Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY 2022 Budget Book titled "Other Funds & Capital Improvement" on page 126.

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

Respectfully submitted for Council consideration.

Prepared by: Joe Darter, Property Manager

Reviewed by:


Kevin Kothe, Director of Public Works

7/14/2021


Chris Tomerlin, Budget Manager

7/14/2021

George Boyle
George Boyle, Assistant Corporation Counsel

7/14/2021


Tara Henry, Legislative Assistant

7/21/2021

Recommended by:


Tim Gleason, City Manager

Attachments:

- PW 1B Current Lease_Williamson to Crebo Lake Lot Transfer 07262021

- PW 1C Property Manager Memo_Williamson to Crebo Lake Lot Transfer 07262021
- PW 1D Petition_Williamson to Crebo Lake Lot Transfer 07262021
- PW 1E Septic Information_Williamson to Crebo Lake Lot Transfer 07262021
- PW 1F Agreement_Williamson to Crebo Lake Lot Transfer 07262021
- PW 1G Supplemental Agreement_Williamson to Crebo Lake Lot Transfer 07262021
- PW 1H Location Map_Williamson to Crebo Lake Lot Transfer 07262021
- PW 1I Unrecorded Plat Map_Williamson to Crebo Lake Lot Transfer 07262021
- PW 1J Structure Map_Williamson to Crebo Lake Lot Transfer 07262021
- PW 1K Photograph_Williamson to Crebo Lake Lot Transfer 07262021

57060

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 7th day of May, 1998, between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called "City," and Pamela J. Williamson and Kenneth Hughes (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 3 in Block 0 in Camp Pesie Point, according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois. Tax I. D. # (22) 08-06-151-005

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. / 20

3. RENT.

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

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

98-20372
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RUTH WEBER, Recorder
McLean County, IL

83 20372

~~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 ND ¢ (\$. ND) 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.

93 20372

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.

08 20372

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

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

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

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

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

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

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

98 20372

City

Lessee Name and Mailing Address

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

~~Redacted~~

Pamela J. Williamson and Kenneth Hughes

[Redacted Address]

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

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

-Lessor-

-Lessee-

CITY OF BLOOMINGTON

By: [Signature]
Its Mayor
Attest:

[Redacted Signature]
[Redacted Signature]

[Signature]

Return to
+
prepared by:
alan I. Weintraub

[Redacted Address] 61701

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 27th day of May, 1998 between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called "City," and Pamela J. Williamson and Kenneth Hughes (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 3 in Block 0 in Camp Peoria Point, according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

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

3. RENT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City

Lessee Name and Mailing Address

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

Pamela J. Williamson and Kenneth Hughes

[REDACTED]
[REDACTED]
[REDACTED]

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

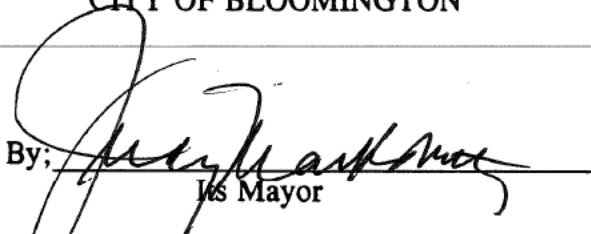
IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

-Lessor-

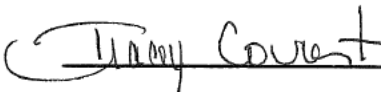
-Lessee-

CITY OF BLOOMINGTON

By:


Is Mayor

Attest:


City Clerk

[REDACTED]

This Document Prepared by:

Kevin D. Schneider, Esq.
Westervelt, Johnson, Nicoll
& Keller, LLC
411 Hamilton Blvd., 14th Fl.
Peoria, Illinois 61602
(309) 671-3550

When Recorded Return to:

Citizens Equity First Credit Union
Home Equity Department
5401 W. Dirksen Parkway
Peoria, Illinois 61607

AMENDMENT TO LAKE BLOOMINGTON LEASE

This Amendment to Lake Bloomington Lease ("**Amendment**") is made and entered into this 23rd day of ~~March~~ ^{May}, 2011, ("**Execution Date**"), effective on the Execution Date, by and between THE CITY OF BLOOMINGTON, ILLINOIS, an Illinois municipal corporation, acting as Lessor ("**Lessor**") under a certain Lake Bloomington Lease which is dated the 7th day of May, 1998 (the "**Lease**") and PAMELA J. WILLIAMSON and KENNETH HUGHES, acting as Lessee ("**Lessee**"). The Lessor and Lessee are collectively referred to, in this Amendment, as the parties.

RECITALS

A. The Lease, as revised and modified by this Amendment, relates to the lease and demise to Lessee from Lessor of the property legally described in the attached "Exhibit A" (the "leased premises"); and,

B. Lessor and Lessee, in order to facilitate Lessee's financing secured by a mortgage on the leasehold estate created in the leased premises by the Lease, have agreed to revise and modify the Lease, as and to the extent described in this Amendment.

NOW THEREFORE, the parties, in consideration of the provisions, the terms, the conditions and the covenants which are contained and expressed in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. The Lease is amended, revised and modified to revoke and delete paragraph 1 and to add the following terms and provisions as paragraph 1 of the Lease:

"1. DEMISE OF LEASED PREMISES. Lessor hereby leases and demises to Lessee and Lessee agrees to lease from Lessor the property described in Exhibit "A" together with all buildings, improvements and fixtures now or hereafter erected thereon, and all rights, privileges, and easements appurtenant thereto (hereinafter referred to as the "premises" or "leased premises")."

2 The Lease is amended, revised and modified to add "Subject to the terms and provisions of paragraph 19," at the beginning of paragraph 13.

3. The Lease is amended, revised and modified to add the following terms and provisions as paragraph 19 of the Lease:

19. MORTGAGES OF LESSEE'S INTEREST:

(A) Lessee, and Lessee's successors and assigns, respectively possess the unrestricted right to mortgage and pledge Lessee's leasehold estate under this Lease, subject to the limitations which are expressed in this paragraph 19; however, any such mortgage or pledge will be subject and subordinate to Lessor's fee interest in the leased premises and to the rights of Lessor under this Lease.

(B) If this Lease or the leasehold interest which is created by this Lease is mortgaged, then, so long as any such mortgage remains unsatisfied, the following terms and provisions will apply to this Lease, and to the relationship between Lessor and Lessee which is created by this Lease:

(i) Lessor, concurrently with the service of any notice of default on Lessee under this Lease, or the service of any other notice to Lessee pursuant to the provisions of or with respect to this Lease, must serve a copy of that notice on the holder of such mortgage, and no notice by Lessor to Lessee under this Lease will be deemed to have been properly served or effective unless and until a copy of the notice has been served on the mortgage holder in compliance with this subparagraph (i).

(ii) Any mortgage holder, if Lessee is in default under this Lease, may act to remedy that default, or to cause the default to be remedied, and Lessor will be required to accept such performance by or at the instance of the mortgage holder as though Lessee had timely acted to remedy the default.

(iii) No event of default will be deemed to exist under this Lease in respect to the performance of work or acts which Lessee is required to perform, or conditions which Lessee is required to remedy, if corrective actions have been timely commenced and are being prosecuted to completion with diligence and continuity.

(iv) In the event of the occurrence of a default, other than a default in the payment of rent or other financial obligations which are created by this Lease, Lessor will not initiate any action to effectuate a termination of this Lease until Lessor has notified the mortgage holder and allowed the mortgage holder a reasonable period of time, consisting of no less than sixty (60) days, within which to either (i) obtain possession of the leased premises (including possession by a receiver) or (ii) institute, prosecute and complete foreclosure proceedings or otherwise acquire Lessee's interest under this Lease with diligence. The mortgage holder, after obtaining possession or acquiring Lessee's interest under this Lease, will act to promptly cure all defaults then reasonably susceptible of being cured by such holder; however: (i) the mortgage holder will not be obligated to continue such possession or to continue such foreclosure proceedings after the default has been cured; and (ii) the mortgage holder will comply, during the period of Lessor's forbearance, with such of the terms, provisions, covenants and conditions of this Lease as are reasonably susceptible of being complied with by the mortgage holder. Any default by Lessee, which is not reasonably susceptible of being cured by the mortgage holder, will be deemed to have been waived by Lessor upon completion of such foreclosure proceedings or upon the acquisition of Lessee's interest in this Lease, except that any events of default which are reasonably susceptible of being cured after such completion and acquisition will then be cured with reasonable diligence. Subject to the terms and conditions of this Lease, such mortgage holder, or the mortgage holder's designee, or other purchaser in foreclosure proceedings, may become the legal owner and holder of this Lease through such foreclosure proceedings or by an assignment of this Lease in lieu of foreclosure.

(v) In the event of the termination of this Lease prior to the expiration of the Term, Lessor will deliver a

notice, in writing, to the mortgage holder which advises the mortgage holder that this Lease has been terminated, accompanied by a statement of the payments which would then be due under this Lease in the absence of such termination and a description of all of the other defaults, if any, then existing under this Lease. The mortgage holder, or the mortgage holder's designee, following the receipt of that notice from Lessor, may elect to enter into a replacement lease with Lessor, on the following terms and conditions, within sixty (60) days after the receipt of the notice that Lessor has terminated this Lease: (i) the replacement lease will be effective as of the date of termination of this Lease; and (ii) the term of the replacement lease will be the then remaining period of the Term of this Lease, at the rent and on all of the other covenants and conditions which are contained within this Lease, including any applicable rights of renewal.

(vi) Any notice or other communication which Lessor desires or may be required to deliver to the holder of a mortgage on this Lease must be in writing and must then be delivered to the mortgage holder by a reputable overnight carrier or served by registered or certified mail, return receipt requested, with first-class postage prepaid, addressed to the mortgage holder at the address referenced in such mortgage, or at such other address as may be designated by the mortgage holder by a notice, in writing, delivered to Lessor by registered or certified mail, return receipt requested, with first-class postage prepaid, or by a reputable overnight carrier.

Any notice or other communication which the holder of a mortgage on this Lease desires or may be required to deliver to Lessor must be in writing and will be deemed to have been properly delivered or served if delivered to Lessor or sent to Lessor by registered or certified mail, return receipt requested, with first-class postage prepaid, or by a reputable overnight carrier, addressed to Lessor at Lessor's address referenced in this Lease, or at such other address as may be designated by Lessor by a notice, in writing, delivered to such mortgage holder by registered or certified mail, return receipt requested, with first-class postage prepaid, or by a reputable overnight carrier.

(vii) No agreement between Lessor and Lessee

modifying, amending, revising, cancelling or surrendering this Lease will be effective without the prior consent of the leasehold mortgagee, expressed in writing, and timely delivered to both Lessor and Lessee.

(viii) No union of the interests of Lessor and Lessee in or under this Lease will be deemed to cause or result in a merger of this Lease in the fee interest.

(C) If any leasehold mortgagee acquires title to Lessee's interest in this Lease, by foreclosure of a mortgage on that interest, or by an assignment in lieu of foreclosure or under a replacement lease which has been executed pursuant to this paragraph 19, such mortgagee may assign that interest or the replacement lease with the consent of Lessor which consent will not be unreasonably withheld, delayed or conditioned, and, in that event, the leasehold mortgagee will be deemed to be released, from and after the date of such assignment, from all liability in respect to the performance or observance of the covenants and conditions which Lessee was required to perform and observe.

(D) Lessee will not treat this Lease as terminated by an election under the federal bankruptcy laws, or under any similar applicable state law, and Lessee specifically and expressly assigns to the leasehold mortgagee any right to acquiesce in any termination of this Lease under such laws.

4. The Lease is amended, revised and modified to add the following terms and provisions as paragraph 20 of the Lease:

20. REPRESENTATIONS AND WARRANTIES OF LESSOR:

Lessor represents and warrants to Lessee that:

- (a) Lessor has good and marketable title to the leased premises free and clear of any and all mortgages, liens, charges, leases (other than this Lease), security interests, claims, encumbrances, and agreements, and Lessor has full power, right and authority to lease and demise the leased premises to Lessee and execute perform this Lease and has complied with all statutory requirements and has taken all corporate action necessary to do so. Lessor shall provide Lessee, within five (5) days of Lessee's written request, with copies of

corporation resolutions or other documents evidencing such compliance and corporate action.

- (b) The leased premises does not rely on any other premises or on any facilities (other than the facilities of public utility and water companies whose lines are in the public street(s) adjoining the leased premises or, if they cross any other premises, do so through valid easements extending to and benefitting the leased premises) located on any premises not included in the leased premises to fulfill any governmental requirement, including, but not limited to, any zoning or other land use laws, or for the furnishing to the leased premises of any utilities, including, but not limited to, electricity, gas, telephone, water, sewer or waste treatment or recovery facilities and similarly, no building or other improvement not included in the leased premises relies on any part of the leased premises to fulfill any governmental requirement or for the furnishing to such building or improvement of any utilities.

- (c) The leased premises is properly zoned for the uses and occupancy permitted under the provisions of the Lease.
- (d) To the best of Lessor's knowledge on the Execution Date, there are no proceedings, either pending or threatened, for the taking of all or any portion of the leased premises, or any interest therein, by eminent domain. Lessor shall give Lessee prompt notice of the institution of any such proceedings or threat thereof or any requests or discussions with respect thereto.
- (e) To the best of Lessor's knowledge on the Execution Date, there is no litigation or governmental, administrative or arbitration proceeding pending or threatened (including, but not limited to, with respect to condemnation of any part of the leased premises or the environmental condition of the leased premises), or any basis therefor, which affects or might affect the leased premises or the ownership or operation thereof by Lessee or which might affect the ability of Lessor to perform its obligations under this Lease.
- (f) All representations and warranties of Lessor in this paragraph 20 shall survive the expiration or sooner termination of this Lease.

5. INTERPRETATION. The parties agree that, except to the extent revised and modified by this Amendment, all of the other provisions, terms, conditions and covenants which are respectively contained in the Lease remain in full force and effect. In the event of any conflict between the terms and provisions of the Lease and this Amendment, the terms and provisions of this Amendment will govern and control in all circumstances.

6. COUNTERPARTS. This Amendment may be executed in multiple counterparts, which will collectively comprise and constitute a single agreement which will then be binding on all of the parties, even though the parties are not signatories to the original Lease, or to the same counterpart of this Amendment, and such counterparts may be separately recorded to document and evidence the existence of a single agreement signed by all of the parties.

IN WITNESS WHEREOF, the parties respectively executed and then delivered this Amendment, to be effective on and as of the Execution Date, in pursuance of the uses and purposes which are described and contained in this Amendment.

LESSOR:

THE CITY OF BLOOMINGTON,
ILLINOIS

By: Steve Stockton
Name: Steve Stockton
Title: Mayor

ATTEST:

By: Tracey Covert
Name: Tracey Covert
Title: City Clerk

By: Gene Gooderham
Name: Gene Gooderham
Title: Chief Deputy Clerk

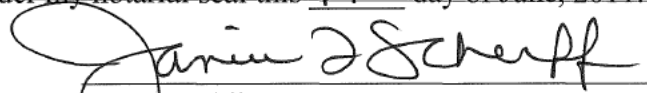
LESSEE:


PAMELA J. WILLIAMSON

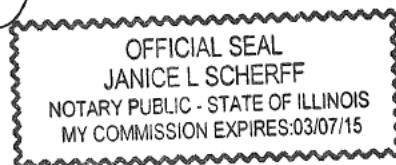

KENNETH HUGHES

STATE OF ILLINOIS)
) ss:
COUNTY OF McLEAN)

I, the undersigned, a Notary Public in and with respect to the County of McLean and the State of Illinois, hereby certify that Stephen F. Stockton, who is personally known to me to be the Mayor, and Tracey Covert, personally known to me to be the City Clerk, and Renee Goodeham, personally known to me to be the Chief Deputy Clerk, all of **The City of Bloomington, Illinois**, a municipal corporation, and who are personally known to me to be the persons whose names are subscribed to the preceding Amendment to Lease ("Amendment") as such Mayor, City Clerk and Chief Deputy Clerk, appeared before me this day in person and acknowledged that they executed and then delivered the Amendment as their free and voluntary act as such Mayor, City Clerk and Chief Deputy Clerk and as the free and voluntary act of **The City of Bloomington, Illinois**, in pursuance of the uses and purposes therein contained, and, on their oath, stated that they were properly authorized to execute and deliver the Amendment on behalf of **The City of Bloomington, Illinois**. Witnessed under my notarial seal this 14th day of June, 2011.

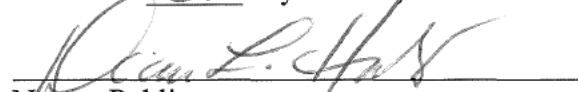


Notary Public

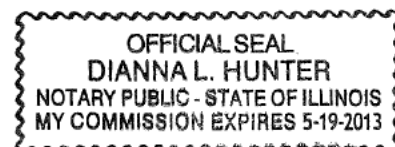


STATE OF ILLINOIS)
) ss:
COUNTY OF McLEAN)

I, the undersigned, a Notary Public in and with respect to the County of McLean and the State of Illinois, hereby certify that PAMELA J. WILLIAMSON, who is personally known to me to be the person whose name is subscribed to the preceding Amendment to Lease ("Amendment"), appeared before me this day in person and acknowledged that she executed and then delivered the Amendment as her free and voluntary act, and, on her oath, stated that she was properly authorized to execute and deliver the Amendment. Witnessed under my notarial seal this 23 day of June, 2011.

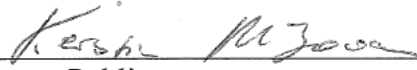


Notary Public



STATE OF ILLINOIS)
) ss:
COUNTY OF McLEAN)

I, the undersigned, a Notary Public in and with respect to the County of McLean and the State of Illinois, hereby certify that KENNETH HUGHES, who is personally known to me to be the person whose name is subscribed to the preceding Amendment to Lease ("Amendment"), appeared before me this day in person and acknowledged that he executed and then delivered the Amendment as his free and voluntary act, and, on his oath, stated that he was properly authorized to execute and deliver the Amendment. Witnessed under my notarial seal this 25th day of June, 2011.



Notary Public

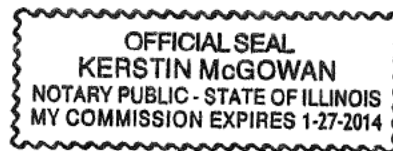


EXHIBIT A

Lot 3 in Block 0 in Camp Peoria Point, according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

P.I.N. (22) 08-06-151-005

MEMORANDUM

July 2, 2021

To: Kevin Kothe, PE, Director of Public Works

From: Joseph M. Darter, Property Manager

Subject: Lot 3, Block 0 in Peoria Pointe Lease Transfer

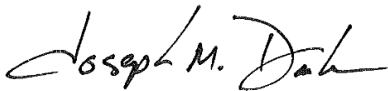
A Petition and Lake Lease Transfer request has been submitted for Lot 3, Block 0 in Peoria Pointe, from Pamela Williamson and Kenneth Hughes to the petitioners, Marcus A. Crebo and Kimberly J. Whitesell.

EAV for this property is \$97,410. The Lake Lease uses the current lake lease rate of \$0.40 per \$100.00 of EAV.

This petition will have a neutral financial impact in that the current lease uses the current formula of \$0.40 per \$100.00 Equalized Assessed Value to determining the Lake Lease Fee. With the current lease rate formula of \$0.40 per \$100.00 Equalized Assessed Value, this lease will generate approximately \$389.64 per year in lease income and \$150.00 for lot garbage pickup. Lease revenue is posted into the Lake Maintenance Lease Income account (50100140-57590). The Garbage Collection fee is recorded in Lake Maintenance – Other Charges for Services account (50100140-54990). Stakeholders can locate this in the FY2022 Budget Book titled "Other Funds & Capital Improvements" on page 126.

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

Sincerely,



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



Lake Bloomington Lease Transfer Petition

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

LOT: 3 BLOCK 0 of Camp PEORIA POINT

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

From: (please print) PAMELA WILLIAMSON and KENNETH HUGHES (Seller Name)

To: (please print) MARCUS A. CREBO and KIMBERLY J. WHITESELL (Buyer Name)

Signatures of Sellers

Signatures of Sellers

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

Illinois: Now comes (please print) MARCUS A. CREBO and KIMBERLY J. WHITESELL (Buyer) and

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

PAMELA WILLIAMSON and KENNETH HUGHES (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) PAMELA WILLIAMSON and KENNETH HUGHES has executed deed of transfer of their interest in

said premises and an assignment of the Leases therefore your petitioner.

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

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

Respectfully submitted

Signature of Buyer

Signature of Buyer

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

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

"Jewel of Midwest Cities."



WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON:

LOT 3 BLOCK 0 CAMP PEORIA POINT,
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) PAMELA WILLIAMSON and KENNETH HUGHES, in and to the premises known as LOT 3 BLOCK 0 in Camp PEORIA POINT, in McLean County, Illinois and to the leases thereon executed by the City of Bloomington, Illinois.

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

Executed this _____ day of _____, _____.

, Mayor



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

June 15, 2021

Ms. Pam Williamson
[REDACTED]

Re: Septic Permit #05-12319
Parcel #08-06-151-005
Lot 3, Lake Bloomington – Peoria Point Subdivision

Dear Ms. Williamson:

On June 14, 2021, this department received a septic system evaluation report from Mr. Rob Williamson, a McLean County licensed private sewage system installer, regarding the above-referenced property. The septic system evaluation was performed on June 10, 2021 and the following deficiencies were noted:

- The basement floor drain discharges to a tile. The floor drain cannot be used as a discharge point for sewage producing fixtures such as sinks, laundry waste or showers.
- The septic tank is installed deeper than allowed by current code. There is not a riser over the outlet of the septic tank. This department recommends risers or access ports be installed over the inlet and outlet of the tank to allow for evaluation and maintenance of the tank.

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

1. As of February 10, 2014, any proposed new or replacement surface discharging system must have coverage under a National Pollutant Discharge Elimination System (NPDES) permit prior to installation. For more information, please visit our website at <https://health.mcleancountyil.gov/>
2. Routine sampling of the effluent discharged from the system and the reporting of the laboratory results to a regulatory agency or agencies.
3. The cost of effluent sampling and any additional treatment components needed to keep the system compliant with permit requirements will be the responsibility of the owner of the system.
4. The Illinois Department of Public Health (IDPH) now requires additional operation and maintenance for on-site wastewater treatment systems repaired or installed after January 1, 2014.

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: Pam Williamson

Address: _____

Phone #: Day _____ Home _____ - -

2. Requestor Information:

Name: Marcus Crebo

Address: _____

Phone #: Day _____ Home _____ - -

3. Property Information:

Parcel Number (Tax ID): () 08-06-151-005

Date Evaluation Performed: 06-10-21

Address of property evaluated: _____ Sub. & Lot: Peoria Point #3

Permit available from Health Dept.: Yes ☒ No ☐ Permit #: 05-12319

4. Interview Information:

Person interviewed: Pam Williamson

Original owner: Yes ☐ No ☒

Age of home (years): _____

Intended for seasonal use: Yes ☐ No ☒

Date last occupied: currently

Number of occupants: 2

Has tank ever been pumped: Yes ☒ No ☐

If yes, how often: 2.5 yrs ago

5. Interior Evaluation:

Number of bedrooms: 3

Garbage disposal: Yes ☐ No ☒

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

Water softener discharges to: n/a

Clothes washer discharges to: septic

Dishwasher discharges to: septic

Hot tub discharges to: n/a

Basement plumbing fixtures:

Discharge locations:

a. all

a. septic

b. _____

b. _____

c. _____

c. _____

d. _____

d. _____

Basement floor drains discharge to: tile

Garage floor drains discharge to: n/a

Sump pit/pump discharges to: tile

Downspouts discharge to: ground surface

6. Exterior Evaluation Points:

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

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

Tank One: N/A ☐	Yes	No	Tank Two: N/A ☒	Yes	No
Depth of soil to top of tank: 23 inches			Depth of soil to top of tank: inches		
Tank has access within 12" of ground surface	☒	☐	Tank has access within 12" of ground surface	☐	☐
Size: 1500 gallons Type:			Size: gallons Type:		
Meets current code:	☒	☐	Meets current code:	☐	☐
Tank lids in good condition:	☒	☐	Tank lids in good condition:	☐	☐
Inlet baffle in good condition:	☒	☐	Inlet baffle in good condition:	☐	☐
Evidence of solids on inlet baffle:	☐	☒	Evidence of solids on inlet baffle:	☐	☐
Outlet baffle in good condition:	☒	☐	Outlet baffle in good condition:	☐	☐
Evidence of solids on outlet baffle:	☐	☒	Evidence of solids on outlet baffle:	☐	☐
Water standing in outlet:	☐	☒	Water standing in outlet:	☐	☐
Water level below outlet:	☐	☒	Water level below outlet:	☐	☐
Tank needs to be pumped:	☐	☒	Tank needs to be pumped:	☐	☐
Outlet device/filter on tank:	☐	☒	Outlet device/filter on tank:	☐	☐
Type:			Type:		
Back flow into tank from system after pumping:			Back flow into tank from system after pumping:		
Yes ☐ No ☐ N/A ☐			Yes ☐ No ☐ N/A ☐		

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

Depth to top of field: inches to inches

Square feet of field: square feet

Meets current code sizing requirements:

Seepage standing on ground surface:

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

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

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

Depth of water in trench : inches

Yes	No
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐

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

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

Yes	No
☐	☐

D. SEEPAGE BED -- This Section N/A ☒

Depth to top of bed: inches to inches

Square feet of bed: square feet

Meets current code sizing requirements:

Seepage standing on ground surface:

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

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

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

Depth of water in bed : inches

Yes	No
☐	☐
☐	☐
☐	☐
☐	☐
☐	☐

E. SAND FILTER -- This Section N/A ☐

Minimum soil cover depth to top of sand filter: 26 inches

Square feet of sand filter: 600 square feet

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

rock trench

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

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

G. AEROBIC UNIT -- This Section N/A ☒

Manufacturer: _____ Model number: _____

Size of unit: _____ gallons

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

Include all distances as described below.

NOTE: Be sure to attach drawing to this report.

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

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

Comments:

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

The septic tank does not need to be pumped at this time but it should be checked regularly and pumped as needed in the future. I would suggest installing a riser on the tank outlet lid so both compartments of the tank are accessible. The chlorinator was plugged up with old chlorine. I unplugged it and put in a new tablet. 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

06-14-21

Date

Williamson Excavating, LLC

14964 Halsey Road
Heyworth, IL 61745

Invoice

Date	Invoice #
6/28/2021	10022

Bill To
Ryan Esposito

P.O. No.	Due Date	Job Name
	6/28/2021	

Quantity	Description	Rate	Amount
1	Riser for Septic Tank	350.00	350.00
		Total	\$350.00

Phone #
(309) 275-3003



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 MARCUS A. CREBO and KIMBERLY J. WHITESELL

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

WITNESSETH

In consideration of the mutual covenants hereinafter con-
tained, the parties agree as follows:

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

Lot 3 in Block 0 in Camp PEORIA POINT according to the
private unrecorded plat of the ground belonging to the City located around Lake Bloomington in
Hudson and Money Creek Townships in McLean County, Illinois.

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

3. RENT.

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

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

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

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

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

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

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

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

- B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.
4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.
5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.
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

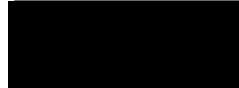
Lessee Name and Mailing Address

MARCUS A. CREBO and KIMBERLY J. WHITESELL



Lessee Billing Address

MARCUS A. CREBO and KIMBERLY J. WHITESELL



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-

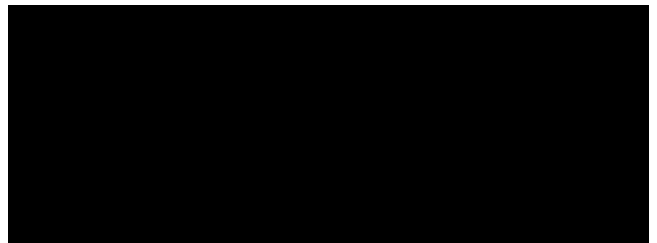
CITY OF BLOOMINGTON

By:

Its Mayor

Attest:

City Clerk





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

SUPPLEMENTAL ATTACHMENT TO LAKE BLOOMINGTON LOT LEASE

This Agreement is entered into by and between the City of Bloomington, McLean County, Illinois, a Municipal Corporation, (hereinafter, "Lessor") and Marcus A. Crebo and Kimberly J. Whitesell, (hereinafter, "Lessees") and is intended by the parties to be incorporated into and made a part of the lake lot lease between the parties for Lot 3 in Block 0 in Peoria Pointe and enforceable under the terms of said lease.

1. Septic tank(s) are to be pumped no later than July 26, 2024, and once every three years following. Proof of pumping shall be submitted to the City of Bloomington.
2. Septic System shall be evaluated by a McLean County Health Department approved septic evaluator no later than July 26, 2024, and once every three years following. Proof of evaluation shall be submitted to the City of Bloomington.
3. The basement floor drain discharges to a tile. The floor drain cannot be used as a discharge point for sewage producing fixtures such as sinks, laundry waste or showers.
4. This supplement lease agreement shall be enforceable under the terms of the lease it supplements in the same manner and to the same extent as the terms of the lease.

LESSOR:

City of Bloomington,
a Municipal Corporation

By: _____
Mboka Mwilambwe, Mayor

ATTEST: _____
Leslie Smith-Yocum, City Clerk

LESSEES:

Marcus A. Crebo, Lessee

Kimberly J. Whitesell, Lessee

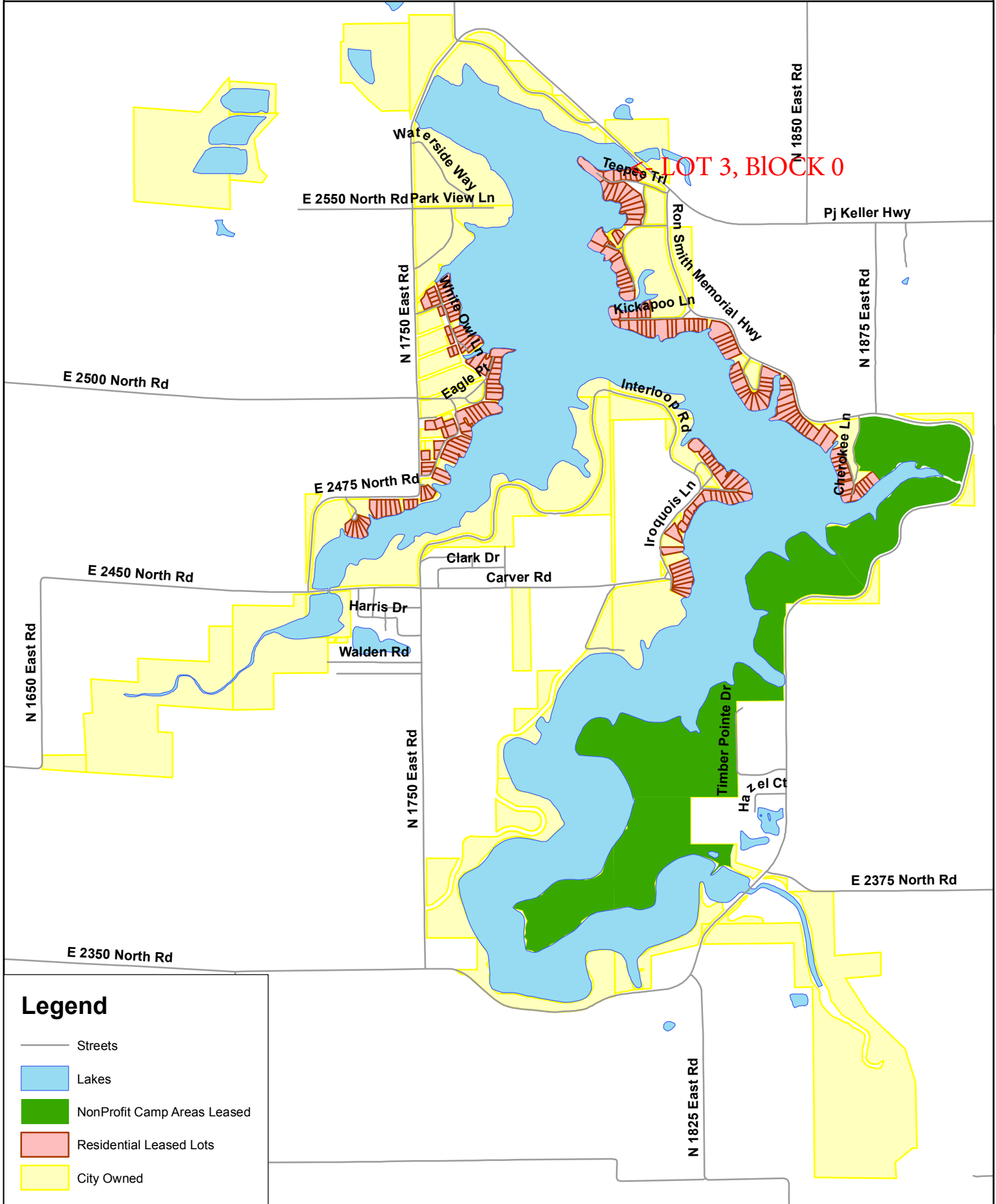
Lake Bloomington Lease Map



0 1,000 2,000

Feet

Date: 4/23/2021



Lot 3 Block 0 ->



PEORIA POINT SUBD'VN	
AT LAKE BLOOMINGTON	
CITY OF BLOOMINGTON, ILLINOIS	
OFFICE OF CITY ENGINEER	
DATE 12/24/64	DRAWING NO. LB-11
U.L.A.	1 of 1

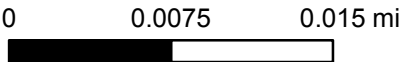
Lot 3, Block 0 Structure Map

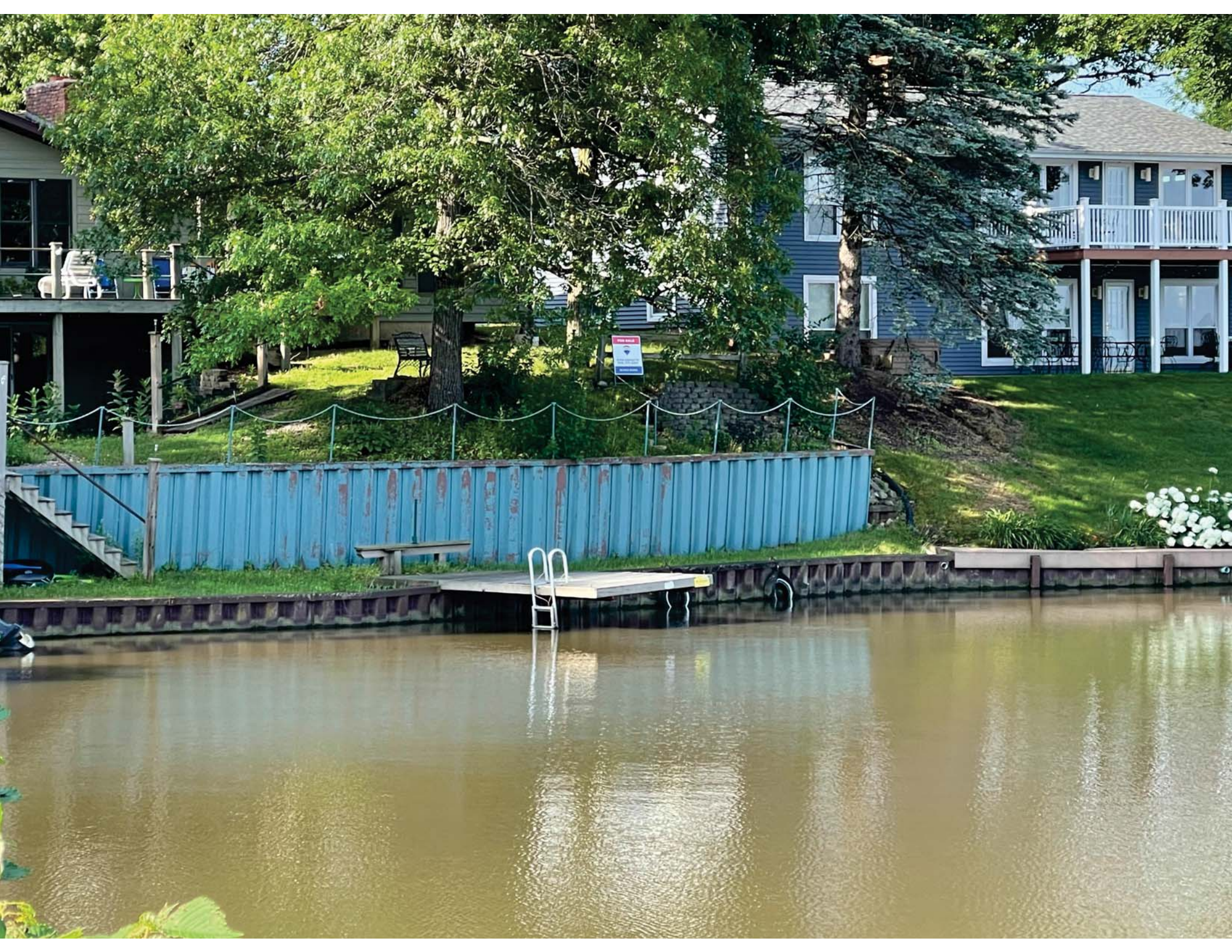


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REGULAR AGENDA



REGULAR AGENDA ITEM NO. 8.A

FOR COUNCIL: July 26, 2021

SPONSOR: Economic & Community Development Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on an Ordinance Amending Ordinance 2014-111 Regarding the Designation and Operation Criteria in the Bloomington Normal Enterprise Zone and Authorizing the Approval of an Intergovernmental Agreement Regarding the Zone, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION:

The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

-Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

- Objective 3e. Strong working relationship among the City, businesses, economic development organizations
- Objective 3c. Revitalization of older commercial homes
- Objective 3b. Attraction of new targeted businesses that are the “right” fit for Bloomington
- Objective 3a. Retention and growth of current local businesses

BACKGROUND: The Illinois Enterprise Zone Program (EZ) is designed to stimulate economic growth and neighborhood revitalization in economically depressed areas of the state through state and local tax incentives, regulatory relief and improved governmental services.

In 2014, the Bloomington-Normal Economic Development Council (BNEDC) applied to participate in the State of Illinois' Enterprise Zone incentive program on behalf of the following designating units of government: McLean County, the City of Bloomington, the Town of Normal, Ford County, and Gibson City. The five designating units of government agreed to multiple incentives within the Zone, including property tax abatement and sales tax exemption on building materials. To date, no project has applied for property tax abatement but instead sought individual development agreements.

The purpose of this agreement is to organize and coordinate the efforts of the Designating Units in supporting the designation and operation of the Zone under the provisions of the Enterprise Zone Act (20 ILCS 655/). The parties desire to establish a uniform system of granting abatements for qualifying properties within the Zone and jointly exercise the authority to make grants for economic development purposes.

The Ordinance also approves and authorizes the Mayor to execute an intergovernmental agreement with similar terms and conditions for the operation of the Enterprise Zone. A draft of the intergovernmental agreement is attached.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Department of Commerce and Economic Opportunity (DCEO), BNEDC, Town of Normal, Gibson City, McLean County, and Ford County.

FINANCIAL IMPACT: The incentives available through the Enterprise Zone are available on an equal basis to all entities located within the EZ. The incentives received will depend on the qualifying project.

COMMUNITY DEVELOPMENT IMPACT: Related Comprehensive Plan 2035 Goals (Adopted August 24, 2015):

ED-1 Ensure a broad range of employment opportunities for all residents: ED-1.1 Focus on retention and expansion of existing businesses; 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-4.5 Identify and reduce barriers for local growth and economic development

Respectfully submitted for Council consideration.

Prepared by: Melissa Hon, Economic and Community Development Director

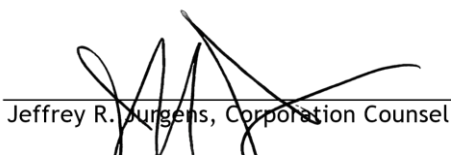
Reviewed by:


Melissa Hon, Economic and Community Development Director

7/21/2021


Chris Tomertin, Budget Manager

7/21/2021


Jeffrey R. Jurgens, Corporation Counsel

7/21/2021


Tara Henry, Legislative Assistant

7/22/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- E&CD 3B Ordinance
- E&CD 3C EZ IGA Draft

ORDINANCE NO. 2021 - _____

**AN ORDINANCE AMENDING ORDINANCE 2014-111 REGARDING THE DESIGNATION
AND OPERATION CRITERIA IN THE BLOOMINGTON NORMAL ENTERPRISE ZONE
AND AUTHORIZING THE APPROVAL OF AN INTERGOVERNMENTAL
AGREEMENT REGARDING THE ZONE**

WHEREAS, on December 8, 2014, the corporate authorities of the City of Bloomington adopted Ordinance No. 2014-111 (the “Initial Designating Ordinance”), designating an enterprise zone known as the “Bloomington Normal Enterprise Zone” (the “Zone”); and,

WHEREAS, the corporate authorities of the County of Ford, The County of McLean, the Town of Normal and the City of Gibson City (collectively, with the City of Bloomington, the “Designating Units of Government”) each adopted substantially identical Designating Ordinance; and,

WHEREAS, the Designating Units of Government entered into an Intergovernmental Agreement dated as of December 5, 2014 (the “Initial IGA”) setting forth mutually agreed property tax abatements available to certain types of businesses located within the Zone, as set forth in the Initial Designating Ordinances; and,

WHEREAS, the Initial Designating Ordinances and the Bloomington Normal Enterprise Zone were certified by the Illinois Department of Commerce and Economic Opportunity (the “DCEO”) to begin operations on September 30, 2016, in accordance with the Illinois Enterprise Zone Act (20 ILCS 655/1, *et seq.*), hereafter referred to as the “Act”; and,

WHEREAS, subsequent amendments to the Designating Ordinance and IGA have been made for certain boundary amendments to the Bloomington Normal Enterprise Zone, as documented in the current legal description of the Zone in Exhibit “A”, and

WHEREAS, the Designating Units of Government recognize a need to adapt local incentives to meet the needs of existing employers and targeted investors and industry sectors in the region; and,

WHEREAS, the Administrator of the Zone, on behalf of Designating Units of Government, held a duly noticed joint public hearing was held on April 5, 2021, regarding amendments to the Designating Ordinances and the IGA to change the qualifying criteria for, and the terms of the property tax abatements available within, the Zone; and,

WHEREAS, the Designating Units of Government, have determined and concur that it is desirable and necessary to amend the Designating Ordinances and to enter into an amended IGA to change the qualifying criteria for, and the terms of the property tax abatements and related incentives available within, the boundaries of the Zone to meet the needs and improve the competitiveness of the region; and,

WHEREAS, local participating taxing bodies will be requested to implement similar property tax abatement policies in the Zone; and,

WHEREAS, certain operational, oversight and administrative processes and guidelines are being enhanced in the Zone; and,

WHEREAS, certain parts of the Zone lie within the boundaries of the City of Bloomington;

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

SECTION 1: Recitals. The foregoing recitals are hereby incorporated into and made a part of this Ordinance as if fully set forth herein.

SECTION 2: Amendment of Ordinance 2014-111 & Affirmation of Bloomington Normal Enterprise Zone. Sections 1 through 13 of Ordinance 2014-111 are hereby amended by deleting said sections in their entirety and replacing them with Sections 1 through 16 as outlined on Exhibit B to this Ordinance. As the Bloomington Normal Enterprise Zone was already approved and certified by the State of Illinois on January 1, 2017, Section 2 on Designation and Section 3 on Qualifications on Exhibit B are simply a re-affirmations and restatements of Ordinance 2014-111.

SECTION 3. Intergovernmental Agreement. The City Council hereby approves and authorizes the Mayor and City Clerk to execute an Intergovernmental Agreement with the Designating Units of Government, consistent with the amendment to Ordinance 2014-111, regarding the Bloomington Normal Enterprise Zone Designation and Operation Criteria.

SECTION 4. Severability. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 5. Publication. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 6. Effectiveness. This Ordinance shall be in full force and effect after its passage, approval, and publication as required by law.

PASSED this 26th day of July 2021.

APPROVED this ____ day of July 2021.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

**EXHIBIT A
BLOOMINGTON-NORMAL-MCLEAN COUNTY
ENTERPRISE ZONE
LEGAL DESCRIPTION**

Full Zone Legal Description
Tract 1

Point of Beginning: In the City of Bloomington, County of McLean, State of Illinois, at the intersection of the north right-of-way line of West Market Street and the western right-of-way line of Illinois Central Gulf Railroad tracks; thence south-westerly along said western right-of-way line to the intersection of the north right-of-way line of West Front Street and the east right-of-way line of South Lumber Street; thence southwesterly along said east right-of-way line of South Lumber Street to its intersection with the south right-of-way line of West Oakland Avenue. From this point the boundary runs westerly along the south right-of-way line of Oakland Avenue/Oakland County Road to the west right-of-way line of Interstate 55-74. The boundary follows the western Interstate 55-74 right-of-way line northward to the south right-of-way line of West Washington Street. The boundary follows this right-of-way line westward until it intersects with the west right-of-way line of Bloomington Heights Road; thence Northerly on said west right of way line of Bloomington Heights Road to the north right of way line of said West Washington Street; thence Westerly on the north right of way line of said West Washington Street to the south line of the N1/2 of Section 1, Township 23 North, Range 1 East of the Third Principal Meridian; thence Westerly on the south line of said N1/2 of Section 1 to the west line of said Section 1; thence Northerly on the west line of said Section 1 to the south right of way line of West Market Street; thence Easterly on the south right of way line of said West Market Street to the southwesterly right of way line of the roadway commonly known as Old Peoria Road; thence Northwesterly on the southwesterly right of way line of said Old Peoria Road to the west right of way line of County Road 1100 East. The boundary then follows the west right-of-way line of 1100 East in a northerly direction to its intersection with the centerline of West Raab Road; thence westerly on the centerline of said West Raab Road to the northeasterly right of way line of the Norfolk Southern Railroad; thence Northwesterly on the northeasterly right of way line of said Norfolk Southern Railroad to the centerline of Interstate 74; thence Easterly on the centerline of said Interstate 74 to the centerline of Ropp Road; thence Southerly on the centerline of said Ropp Road to the south right of way line of said Raab Road; thence Easterly on the south right of way line of said Raab Road to the west right of way line of Interstate 55/74; thence Southerly on the west right of way line of said Interstate 55/74 to the north right of way line of College Avenue; thence Westerly on the north right of way line of said College Avenue to the easterly right of way line of White Oak Road; thence Southeasterly on the easterly right of way line of said White Oak Road to the east right of way line of said Interstate 55/74; thence Southerly on the east right of way line of said Interstate 55/74 to the north right of way line of said West Market Street; thence Easterly on the north right of way line of said West Market Street to the west right of way line of Morris Avenue; thence Northerly on the west right of way line of said Morris Avenue to the south right of way line of Empire Street; thence Westerly on the south right of way line of

Empire Street to the west right of way line of Morris Avenue; thence Northerly on the west right of way line of said Morris Avenue to the north right of way line of Seminary Street; thence Easterly on the north right of way line of said Seminary Street and the north right of way line of Emerson Street to the easterly right of way line of the Illinois Central Gulf Railroad; thence Southwesterly on the easterly right of way line of said Illinois Central Gulf Railroad to the east right of way line of Allin Street; thence Southerly on the east right of way line of said Allin Street to the south line of the public alley in Block 9 Western Addition to the City of Bloomington; thence Easterly on the south right of way line of said public alley to the east right of way line of Mason Street; thence Southerly on the east right of way line of said Mason Street to the south right of way line of the public alley in Block 10 in said Western Addition to the City of Bloomington; thence Westerly on the south right of way line of said public alley to the east right of way line of said Allin Street; thence Southerly on the east right of way line of said Allin Street to the north right of way line of Locust Street; thence Easterly on the north right of way line of said Locust Street to the west right of way line of Main Street; thence Northerly on the west right of way line of said Main Street to the south right of way line of Chestnut Street; thence Westerly on the south right of way line of said Chestnut Street to the west right of way line of Center Street; thence Northerly on the west right of way line of said Center Street to the north right of way line of said Empire Street; thence Easterly on the north right of way line of said Empire Street to the east right of way line of said Main Street; thence Southerly on the east right of way line of said Main Street to the north line of the South 8 feet of the N1/2 of Block 5 in Durley Addition to the City of Bloomington, being the south line of the property described in a Quit-Claim Deed recorded as Document No. 2004-29484 in the McLean County Recorder of Deeds Office to the west right of way line of the public alley in said Block 5 Durley Addition; thence Southerly on the west right of way line of said public alley to the north right of way line of Walnut Street; thence Easterly on the north right of way line of said Walnut Street to the east right of way line of Prairie Street; thence Southerly on the east right of way line of said Prairie Street to the south right of way line of said Chestnut Street; thence Westerly on the south right of way line of said Chestnut Street to the east right of way line of East Street; thence Southerly on the east right of way line of said East Street to the north line of Lot 7 in Block 11 in Durley Addition to the City of Bloomington; thence Easterly on the north line of said Lot 7 and the north line of Lot 8 in said Block 11 Durley Addition, being the north line of the property described in a Warranty Deed recorded as Document No. 2012-23170 in the McLean County Recorder of Deeds Office to the west right of way line of Prairie Street; thence Northwesterly to the southwest corner of Lot 12 in Block 10 in said Durley Addition, said corner being at the point of intersection with the east right of way line of said Prairie Street and the north right of way line of a public alley; thence Easterly on the north right of way line of said public alley to the point of intersection with the northerly extension of the east line of the West 33 and 1/3 feet of Lot 15 in said Block 10 in Durley Addition; thence Southerly on said northerly extension and the east line of West 33 and 1/3 feet of said Lot 15, being the east line of the property described in a Warranty Deed recorded as Document No. 2002-12446 in the McLean County Recorder of Deeds Office to the north right of way line of said Locust Street; thence Westerly on the north right of way line of said Locust Street to the east right of way line of said Prairie Street; thence Southerly on the east right of way line of said Prairie Street to the north right of way line of said Market Street; thence

Easterly on the north right of way line of said Market Street to the east right of way line of said Gridley Street; thence Southerly on the east right of way line of said Gridley Street to the north right of way line of Jefferson Street; thence Easterly on the north right of way line of said Jefferson Street to the east right of way line of McLean Street; thence Southerly on the east right of way line of said McLean Street to the south right of way line of Front Street; thence Westerly on the south right of way line of said Front Street to the to the east right of way line of said Gridley Street; thence Southerly on the east right of way line of said Gridley Street to the north right of way line of Oakland Avenue; thence Easterly on the north right of way line of said Oakland Avenue to the east right of way line of Clayton Street; thence Southerly on the east right of way line of said Clayton Street to the point of intersection with the easterly extension of the south line of Lot 2 in Castle Subdivision to the City of Bloomington; thence Westerly on the easterly extension of said south line, the south line and the westerly extension said south line to the southwesterly right of way line of the Norfolk Southern Railroad; thence Northwesterly on the southwesterly right of way line of said Norfolk Southern Railroad to the southeast corner of Lot 7 in Schroeder's Addition to Bloomington also being the southwest corner of the property described in a Warranty Deed recorded as Document No. 2005-24103 in the McLean County Recorder of Deeds Office; thence Westerly on the south line of the tract of land described in said Warranty Deed to the east right of way line of said Gridley Street; thence Southerly on the east right of way line of said Gridley Street to the south right of way line of Wood Street; thence Westerly on the south right of way line of said Wood Street to the west right of way line of Lee Street; thence Northerly on the west right of way line of said Lee Street to the south right of way line of Taylor Street; thence Westerly on the south right of way line of said Taylor Street to the west right of way line of said Allin Street; thence Northerly on the west right of way line of said Allin Street to the north right of way line of said Front Street; thence Easterly on the north right of way line of said Front Street to the west right of way line of said Allin Street; thence Northerly on the west right of way line of said Allin Street to the north right of way line of Monroe Street; thence Westerly on the north right of way line of said Monroe Street to the west right of way line of Morris Avenue; thence Southerly on the west right of way line of said Morris Avenue to the north right of way line of Washington Street; thence Westerly on the north right of way line of said Washington Street to the southeasterly right of way line of said Illinois Central Gulf Railroad; thence Northeasterly on the southeasterly right of way line of said railroad to the north right of way line of said Market Street; thence westerly on the north right of way line of said Market Street to the Point of Beginning containing 5,279.27 acres / 8.25 square miles, more or less.

Together with the following described tracts of land to wit:

Legal Description Tract 2
Passive Enterprise Zone Connector

A strip of land 3 feet in width lying east of and adjacent to the west right-of-way line of Dr. Martin Luther King Jr. Drive in the City of Bloomington, McLean County, Illinois. Said strip is bounded on the north by the southwesterly right-of-way line of the Norfolk and Southern Railroad and on the south by the north right-of-way line of Market Street in the City of Bloomington, said north right-of-way line being the north line of the existing Enterprise Zone.

Tract 2 contains 13,134 S.F. / 0.13 acres, more or less.

Legal Description Tract 3
Enterprise Zone

Lot 1 and Outlot A in Kalamaya Subdivision Third Addition to the City of Bloomington, McLean County, Illinois, per plat recorded May 29, 1998 as Document No. 98-18176 in the McLean County Recorder's Office, together with:

Part of the North 133.00 feet of Lot 1 of Kalamaya Subdivision First Addition recorded as Document No. 94-24439 in the McLean County Recorder's Office described as follows: Beginning at the northeast corner of said Lot 1 of Kalamaya Subdivision First Addition; thence Southerly along the east line of said Lot 1 and the west right-of-way line of Dr. Martin Luther King Jr. Drive along a curve convex to the west, with an initial tangent bearing S.33°-28'-44"W. and a radius of 693.00 feet, a distance of 149.94 feet; thence West 492.83 feet; thence North 133.00 feet to the north line of said Lot 1 in Kalamaya Subdivision First Addition; thence east along the north line of said Lot 1, 561.42 feet to the Point of Beginning.

Tract 3 contains 12.41 acres / 0.02 square miles, more or less.

Together with the following described tracts of land to wit:

Legal Description Tract 4
Passive Enterprise Zone Connector

A part of the SE ¼ of Section 30 and a part of the NE ¼ of Section 31 all in Township 24 North Range 2 East of the Third Principal Meridian, Town of Normal, McLean County, Illinois, being a strip of land 3 feet in width, lying 3 feet southwest of and adjoining the following described line: Beginning at the intersection of the northeasterly right of way line of White Oak Road and the centerline of Hovey Avenue; thence Southeast along the northeasterly right of way line of said White Oak Road to the Point of Termination at the southernmost corner of Lot 26 in the Second Re-subdivision of Normal Industrial Park Subdivision according to the Plat thereof recorded as Document No. 74-2089 in the McLean County Recorder of Deeds Office.

Tract 4 contains 2,439 S.F. / 0.06 acres, more or less.

Legal Description Tract 5
Enterprise Zone

Lot 26 and Outlots 28 and 29 of the Second Re-subdivision of Normal Industrial Park, according to the Plat thereof recorded March 15, 1974 as Document No. 74-2089 in the McLean County Recorder of Deeds Office.

Tract 5 contains 10.53 acres / 0.02 square miles, more or less.

Together with the following described tracts of land to wit:

Legal Description Tract 6
Passive Enterprise Zone Connector

A part of Section 9, 16 and 21 in Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, being a strip of land 3 feet in width lying east of and adjoining the following described line: Beginning at the point of intersection of the south right of way line of Wood Street and the west right of way line of Main Street in the City of Bloomington; thence Southerly on the west right of way line of said Main Street / U.S. Route 51 to the Point of Termination on the easterly extension of the south right of way line of Brigham School Road.

Tract 6 contains 32,769 S.F. / 0.75 acres, more or less.

Legal Description Tract 7
Enterprise Zone

A part of Sections 20, 21, 22, 28 and 29 in Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the point of intersection of the west right of way line of Main Street / U.S. Route 51 and the easterly extension of the south right of way line of Brigham School Road; thence Easterly on said easterly extension to the centerline of Main Street / U.S. Route 51; thence Southerly on the centerline of said Main Street / U.S. Route 51 to the south right of way line of Interstate 74; thence Easterly on the south right of way line of said Interstate 74 to the west right of way line of Township Road 1350 East; thence Southerly on the east right of way line of said Township Road 1350 East to the south line of the SW $\frac{1}{4}$ of Section 22; thence Westerly on the south line of said SW $\frac{1}{4}$ of Section 22 and the south line of the SE $\frac{1}{4}$ of Section 21 to the east right of way line of said U.S. Route 51; thence Southerly on the east right of way line of said U.S. Route 51 to the south line of the NW $\frac{1}{4}$ of Section 28; thence Westerly on the south line of said NW $\frac{1}{4}$ of Section 28 and the south line of the NE $\frac{1}{4}$ of Section 29 to the west line of the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of said Section 29; thence Northerly on the west line of the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of said Section 29 to the north line of the NE $\frac{1}{4}$ of said Section 29; thence Easterly on the north line of the NE $\frac{1}{4}$ of said Section 29 to the east right of way line of Morris Avenue; thence Northerly on the east right of way line of Morris Avenue to the south right of way line of said Brigham School Road; thence Easterly on the south right of way line of said Brigham School Road to the Point of Beginning containing 825.12 acres / 1.29 square miles, more or less.

Together with the following described tracts of land to wit:

Legal Description Tract 8
Passive Enterprise Zone Connector

A part of the SE $\frac{1}{4}$ of Section 4, Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, being a strip of land 3 feet in width lying 1.5 feet on each side of the following described centerline: Beginning at the point of intersection of the east right of way line of McLean Street and the centerline of Front Street; thence Easterly on the centerline of said Front Street to the Point of Termination on the west right of way line of Robinson Street.

Tract 8 contains 4,554 S.F. / 0.10 acres, more or less.

Legal Description Tract 9
Enterprise Zone

A part of Sections 3, 4, 9 and 10 in Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the point of intersection of the centerline of Front Street and the west right of way line of Robinson Street; thence Northerly on the west right of way line of said Robinson Street to the south right of way line of Washington Street; thence Easterly on the south right of way line of said Washington Street to the east right of way line of McClun Street; thence Southerly on the east right of way line of said McClun Street to the north line of Lot 19 in the Subdivision of the S ½ of Section 3; thence Easterly on the north line of said Lot 19 and the north line of Lot 16 in said Subdivision to the northeast corner of said Lot 16; thence Southerly on the east line of said Lot 16 to the north line of the North 45 feet of the South 100 feet of Lot 9 in said Subdivision, being the north line of the property described in a Warranty Deed recorded as Document No. 93-31402 in the McLean County Recorder of Deeds Office; thence Easterly on the north line of the property described in said Warranty Deed and the easterly extension thereof to the east right of way line of Denver Street; thence Southerly on the east right of way line of said Denver Street to the south right of way line of Oakland Avenue; thence Westerly on the south right of way line of said Oakland Avenue to the east right of way line of Hannah Street; thence Southerly on the east right of way line of said Hannah Street to the north right of way line of Bell Street; thence Easterly on the north right of way line of said Bell Street to the easterly right of way line of Maizefield Avenue; thence Southeasterly on the easterly right of way line of Maizefield Avenue to the east right of way line of OConnel Street; thence Southerly on the east right of way line of said OConnel Street to the south right of way line of Croxton Avenue; thence Southwesterly on the south right of way line of said Croxton Avenue to the easterly right of way line of Morrissey Avenue; thence Southeasterly on the easterly right of way line of Morrissey Avenue to the south right of way line of Lincoln Street; thence Westerly on the south right of way line of said Lincoln Street to the west right of way line of Bunn Street; thence Northerly on the west right of way of said Bunn Street to the south right of way line of said Oakland Avenue; thence Westerly on the south right of way line of said Oakland Avenue to the west right of way line of said Robinson Street; thence Northerly on the west right of way line of said Robinson Street to the Point of Beginning containing 133.80 acres / 0.21 square miles, more or less.

Together with the following described tracts of land to wit:

Legal Description Tract 10
Passive Enterprise Zone Connector

A part of the SE ¼ of Section 28, Township 24 North, Range 2 East of the Third Principal Meridian, Town of Normal, McLean County, Illinois, being a strip of land 3 feet in width lying east of and adjacent to the following described line: Beginning at the intersection of the centerline of Beaufort Street and the west right of way line of Fell Avenue; thence Southerly on the west right of way line of said Fell Avenue to the Point of Termination at the northwesterly right of way line of the Union Pacific Railroad.

Tract 10 contains 432 S.F. / 0.01 acres, more or less.

Legal Description Tract 11
Enterprise Zone

A part of the SE ¼ of Section 28, Township 24 North, Range 2 East of the Third Principal Meridian, Town of Normal, McLean County, Illinois, more particularly described as follows: Beginning at the intersection of the west right of way line of Fell Avenue and the northwesterly right of way line of the Union Pacific Railroad; thence Southwesterly 463 feet on the northwesterly right of way line of said railroad; thence Northwesterly 25 feet on the northwesterly right of way line of said railroad; thence Southwesterly on the northwesterly right of way line of said railroad to the east right of way line of School Street; thence Northerly on the east right of way line of said School Street to the southerly right of way line of said Beaufort Street; thence Northeasterly on the southerly right of way line of said Beaufort Street to the west right of way line of said Fell Avenue; thence Southerly on the west right of way line of said Fell Avenue to the Point of Beginning, EXCEPTING THEREFROM the vacated alley lying between Lots 50 and 52, ALSO EXCEPTING all of Lots 52, 53, 54, 55, 56, 57, 58 and the East 2.9 feet of Lot 59, ALSO EXCEPTING the vacated alley lying between Lots 55 and 56 all in Fifth Addition to the Town of Normal recorded in Plat Book 1 on Page 69 in the McLean County Recorder of Deeds Office.

Tract 11 contains 67,079 S.F. / 1.54 acres, more or less.

Together with the following described tracts of land to wit:

Legal Description Tract 12
Passive Enterprise Zone Connector

A strip of land, 3 feet in width, lying 1.5 feet on each side of the following described line and being a part of Sections 28, 29, 30, 31, 32 and 33 in Township 24 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the intersection of the centerline of White Oak Road (formerly U.S. Route 150) with the east line of the existing Bloomington and Normal Enterprise Zone, said east line being the east right-of-way line of Interstate 55-74. From said Point of Beginning, thence Southeasterly along the centerline of said White Oak Road to the centerline of Hovey Avenue in the Town of Normal, Illinois; thence Easterly along the centerline of said Hovey Avenue to the centerline of Beaufort Street in the Town of Normal; thence Northeasterly along the centerline of said Beaufort Street to a point lying 1.5 feet east of the east right-of-way line of Fell Avenue in the Town of Normal; thence North parallel with said east right-of-way line to the north right-of-way line of said Beaufort Street. Said 3-foot wide strip is bounded on the west by the east right-of-way line of said Interstate 55-74 and is bounded on the east by the north right-of-way line of said Beaufort Street.

Tract 12 contains 37,413 S.F. / 0.86 acres, more or less.

Legal Description Tract 13
Enterprise Zone

A part of the W½ of Section 27 and a part of the SE¼ of Section 28, all in Township 24 North, Range 2 East of the Third Principal Meridian, in the Town of Normal, McLean County, Illinois, described as follows: Beginning at the intersection of the east right-of-way line of Fell Avenue with the north right-of-way line of Beaufort Street. From said Point of Beginning, thence North along said east right-of-way line to the south right-of-way line of Mulberry Street; thence East along the south right-of-way line of said Mulberry Street to the northeast corner of Lot 6 in Block 38 First Addition to the Town of Normal; thence South on the east line of said Lot 6 and the east line of Lot 13 in said Block 38 and the southerly extension of said east line to the south right-of-way line of College Avenue; thence East on the south right-of-way line of said College Avenue to the point of intersection with the southerly extension of the west line of Lot 5 in Re-subdivision of Lot 3 Bank of Illinois Subdivision recorded as Document No. 2007-21948 in the McLean County Recorder of Deeds Office; thence North on said southerly extension, the west line of said Lot 5 and the west line of Lot 4 in said Re-subdivision to the south right-of-way line of said Mulberry Street; thence West on the south right-of-way line of said Mulberry Street to the point of intersection with the southerly extension of the west line of Lot 16 in Block 37 First Addition to the Town of Normal; thence North on said southerly extension, the west line of said Lot 16 and the west line of Lot 3 in said Block 37 to the south right-of-way line of Cherry Street; thence East on the south right-of-way line of said Cherry Street to the northeast corner of Lot 1 in said Block 37; thence South on the east line of said Lot 1 and the east line of Lot 18 in said Block 37 and the southerly extension thereof to the south right-of-way line of said Mulberry Street; thence East on the south right-of-way line of said Mulberry Street to the west right-of-way line of Constitution Boulevard; thence South on the west right-of-way line of said Constitution Boulevard to the south right-of-way line of said College Avenue;

thence East along said south right-of-way line to a point lying 45 feet east of the northwest corner of Lot 3 in the Subdivision of Block 1 and part of Block 2 in the Original Town of Normal and also of Lots 2, 3 and 4 in Block 43 in the First Addition to Normal; thence South along the west line of property conveyed per deed recorded as Document No. 2003-26653 in the McLean County Recorder's Office and the southerly extension thereof to the Northwesterly Extension of the east line of the West 3 feet of Lots 6, 7 and 13 in said Subdivision; thence Southeast along said northwesterly extension and along said east line and the southeasterly extension thereof to the south right-of-way line of the Beaufort Street; thence Northeasterly along said south right-of-way line to the east right-of-way line of Linden Street; thence North along said east right-of-way line to the south right-of-way line of Mulberry Street; thence East along said south right-of-way line to the southwesterly right-of-way line of the Mulberry/College Avenue Crossover; thence Southeast along said southwesterly right-of-way line to the northwesterly right-of-way line of the Union Pacific Railroad; thence Southwest along said northwesterly right-of-way line to the southeasterly extension of the westerly line of the easterly 2.5 feet of Lot 5 in Block 7 in the Original Town of Normal; thence Northwest along said southeasterly extension, along said westerly line and along the northwesterly extension of said westerly line to the north right-of-way line of Beaufort Street; thence Southwest along said north right-of-way line to the Point of Beginning containing 22.87 acres / 0.04 square miles, more or less.

Together with the following described tracts of land to wit:

Legal Description Tract 14
Passive Enterprise Zone Connector

A part of the SW $\frac{1}{4}$ of Section 16, Township 24 North, Range 2 East of the Third Principal Meridian, Town of Normal, McLean County, Illinois, being a strip of land 3 feet in width lying north of and adjoining the following described line: Beginning at the point of intersection of the centerline of Main Street / U.S. Route 51 and the easterly extension of the south line of Lot 11 in Northmeadow Subdivision recorded as Document No. 78-15579 in the McLean County Recorder of Deeds Office; thence Westerly on said easterly extension to the Point of Termination on the east line of said Lot 11.

Tract 14 contains 300S.F. / 0.01 acres, more or less.

Legal Description Tract 15
Enterprise Zone

Lot 11 in Northmeadow Subdivision according to the Plat thereof recorded October 25, 1978 as Document No. 78-15579 in the McLean County Recorder of Deeds Office, being a part of the SW $\frac{1}{4}$ of Section 16, Township 24 North, Range 2 East of the Third Principal Meridian, Town of Normal, McLean County, Illinois.

Tract 15 contains 5.84 acres / 0.01 square miles, more or less.

Together with the following described tracts of land to wit:

Legal Description Tract 16
Passive Enterprise Zone Connector

A part of the SW $\frac{1}{4}$ of Section 9, a part of the W $\frac{1}{2}$ of Section 16, a part of the W $\frac{1}{2}$ of Section 21, a part of the W $\frac{1}{2}$ of Section 28, a part of Section 29, and a part of Section 30, all in Township 24 North, Range 2 East of the Third Principal Meridian, Town of Normal, McLean County, Illinois, being a tract of land 3 feet of even width lying 1.5 feet on each side of the following described centerline: Beginning at a point on the east line of the Bloomington/Normal "Enterprise Zone" as described in Ordinance No. 3618 dated May 19, 1986, filed with the Town Clerk of the Town of Normal, Illinois, said point being the intersection of the east right of way line of White Oak Road (Formerly U. S. Route 150), and the westerly extension of the centerline of West College Avenue; thence Easterly 3613 feet on the westerly extension and the centerline of said West College Avenue to the centerline of Parkside Road; thence Easterly 2715 feet on the centerline of said West College Avenue to the centerline Cottage Avenue; thence Easterly 2709 feet on the centerline of said West College Avenue to the centerline of Adelaide Street; thence Easterly 1833 feet on the centerline of said West College Avenue and Sudduth Road extended easterly to the centerline of northbound North Main Street (U.S. Route 51); thence Northerly 309 feet on the centerline of said North Main Street to the centerline of West College Avenue, as lying east of North Main Street; thence Northerly 1904 feet on the centerline of said North Main Street to the centerline of Gregory Street and Bowles Street; thence Northerly 739 feet on the centerline of said North Main Street to the centerline of Gregory Street, as lying east of North Main Street; thence Northerly 5040 feet on the centerline of said North Main Street to the centerline of Raab Road; thence Northerly 6740 feet on the centerline of said North Main Street to the south line of N $\frac{1}{2}$ of the S $\frac{1}{2}$ of said Section 9; thence continuing Northerly 86.7 feet on the centerline of said

Main Street to a point lying 86.5 feet North of the south line of N $\frac{1}{2}$ of the S $\frac{1}{2}$ of said Section 9; thence Easterly 79.8 feet parallel with the south line of the N $\frac{1}{2}$ of the S $\frac{1}{2}$ of said Section 9 to the Point of Termination on the east right of way line of said North Main Street, containing 77,306 square feet/1.77 acres, more or less.

Legal Description Tract 17
Enterprise Zone

The N $\frac{1}{2}$ of the S $\frac{1}{2}$ of Section 9, Township 24 North, Range 2 East of the Third Principal Meridian which lies Westerly of and adjacent to a line that lies parallel and 25 feet Westerly from the centerline of the Illinois Central Gulf's Amboy District North Main track on the East and the highway on the West, being North Main Street of Bloomington, Illinois, as extended North, EXCEPTING THEREFROM that part conveyed to McLean County Service Company in Quit Claim Deed recorded January 5, 1996 as Document No. 96-505, ALSO EXCEPTING the South 85 feet thereof, in McLean County, Illinois. Together with the following described tract: Beginning at the point of intersection of the east right of way line of North Main Street / U.S. Route 51 and the north line of the South 85 feet of the N $\frac{1}{2}$ of the S $\frac{1}{2}$ of Section 9, Township 24 North, Range 2 East of the Third Principal Meridian; thence East on said north line of the South 85 feet of the N $\frac{1}{2}$ of the S $\frac{1}{2}$ of Section 9 to the west right of way line of the Constitution Trail; thence Southerly on the west right of way line of said Constitution Trail to the south right of way line of Northtown Road; thence Easterly on the north right of way line of said Northtown Road to the west right of way line of Linden Street; thence Southerly on the west right of way line of said Linden Street to the to the southeast corner of Lot 2 Re-subdivision of Lot 1 Northtown Center Subdivision recorded as Document No. 2007-4082 in the McLean County Recorder of Deeds Office; thence Westerly on the south line of said Lot 1 and the south line of Lot 3 in said subdivision to the southwest corner thereof on the east line of Lot 1 Normal Industrial Park; thence Southerly on the east line of said Lot 1 to the southeast corner thereof; thence Westerly on the south line of said Lot 1 to the east right of way line of said Constitution Trail; thence Southerly on the east right of way line of said Constitution Trail to the north right of way line of Interstate 55; thence Westerly on the north right of way line of said Interstate 55 to the west right of way line of said Main Street / U.S. Route 51; thence Southerly on the west right of way line of said Main Street / U.S. Route 51 to the north right of way line of said Interstate 55; thence Westerly on the north right of way line of said Interstate 55 to the east right of way line of Interstate 39; thence Northerly on the east right of way line of Interstate 39 to the north line of the SW $\frac{1}{4}$ of said Section 9; thence East on the north line of the SW $\frac{1}{4}$ of said Section 9 to the west right of way line of said Main Street / U.S. Route 51; thence Southerly on the west right of way line of Main Street / U.S. Route 51 to the westerly extension of said north line of the South 85 feet of the N $\frac{1}{2}$ of the S $\frac{1}{2}$ of Section 9; thence Easterly on said westerly extension to the Point of Beginning containing 488.66 acres / 0.76 square miles, more or less.

Together with the following described tracts of land to wit:

Legal Description Tract 18
Passive Enterprise Zone Connector

A part of the NW $\frac{1}{4}$ of Section 9 and a part of the SW $\frac{1}{4}$ of Section 4, all in Township 24 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, being a tract of land 3 feet of even width lying 1.5 feet on each side of the following described centerline: Beginning

on the east right of way line of North Main Street, also known as U.S. Route 51 in the Town of Normal, at a point 86.5 feet North of the south line of the N½ of the S½ of Section 9; thence Westerly 79.8 feet parallel with the south line of the N½ of the S½ of said Section 9 to the centerline of said North Main Street and U.S. Route 51 according to the Right of Way Plans thereof recorded as Document No. 87-22330 in the McLean County Recorder of Deeds Office; thence North 3579 feet on said centerline of U.S. Route 51, and as according to the Right of Way Plans thereof recorded as Document No. 87-22333 and Document No. 87-22332 in the McLean County recorder of Deeds Office, to the centerline of Township Road (T.R.) 181 East as depicted on said Right of Way Plans; thence Northeasterly 300 feet on the centerline of said Township Road (T.R.) 181 East to the intersection of the centerline of a public road, as depicted on said Right of Way Plans, now commonly known as Former U.S. Route 51; thence Northerly 1904 feet on the centerline of said public road and Former U.S. Route 51 to a point 1.5 feet north of the easterly extension of the south line of Lot 1 of Birkey's Farm Store Subdivision according to the Plat thereof recorded as Document No. 2008-25692 in the McLean County Recorder of Deeds Office; thence Westerly 60 feet parallel with the south line of said Lot 1 to the Point of Termination on the east line of said Lot 1 in Birkey's Farm Store Subdivision, containing 16,896 square feet/0.39 acres, more or less.

Legal Description Tract 19
Enterprise Zone

Lot 1 in Birkey's Farm Store Subdivision according to the Plat thereof recorded as Document No. 2008-25692 in the McLean County Recorder of Deeds Office, Lot 1 in Bates Subdivision according to the Plat thereof recorded as Document No. 88-11868 in the McLean County Recorder of Deeds Office and a part of Lot 8 in Heirs Survey, all in Section 4, Township 24 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the southeast corner of Lot 1 in Birkey's Farm Store Subdivision; thence S.87°-56'-26"W. 822.27 feet to the southwest corner of said Lot 1; thence N.00°-38'-14"W. 513.24 feet on the west line of said Lot 1; thence N.07°-53'-37"E. 303.36 feet on the west line of said Lot 1; thence N.00°-38'-14"W. 300.00 feet on the west line of said Lot 1 and the easterly right of way line of F.A.P. 412/Interstate 39; thence N.24°-51'-54"W. 109.66 feet on said easterly right of way line of F.A.P. 412/Interstate 39; thence N.00°-38'-14"W. 837.38 feet on said right of way line; thence N.01°-45'-54"E. 438.03 feet on said right of way line to the north line of Lot 8 in Heirs Survey of Section 4; thence N.89°-19'-03"E. 567.21 feet on said north line of Lot 8 to the northwest corner of a tract conveyed in a Warranty Deed recorded December 15, 1993 as Document No. 93-38725 in the McLean County Recorder of Deeds Office; thence S.02°-03'-34"E. 363.28 feet to the southwest corner of said tract conveyed in Document No. 93-38725; thence S.87°-05'-31"W. 120.83 feet on the westerly extension of the south line of said tract conveyed in Document No. 93-38725 to the northwest corner of a tract of land conveyed to Arin Rader in Warranty Deed recorded as Document No. 2006-13844 in the McLean County Recorder of Deeds Office; thence S.02°-03'-34"E. 431.39 feet to the southwest corner of said tract conveyed to Arin Rader in Document No. 2006-13844; thence N.87°-56'-26"E. 176.00 feet on the southerly line of said tract conveyed to Arin Rader in Document No. 2006-13844; thence S.02°-03'-34"E. 69.00 feet on the southerly line of said tract conveyed to Arin Rader in Document No. 2006-13844; thence N.87°-56'-26"E. 124.00 feet to the southeast corner of said tract conveyed to Arin Rader in Document No. 2006-13844 on the west right of way line of Former U.S. Route 51; thence S.02°-03'-34"E. 509.00 feet on said west right of way line of Former U.S. Route 51 to the southeast

corner of Lot 1 in Bates Subdivision, according to the Plat thereof recorded as Document No. 88-11868 in the McLean County Recorder of Deeds Office, also being the northeast corner of said Lot 1 in Birkey's Farm Store Subdivision; thence S.01°-51'-01"E. 1098.96 feet on said west right of way line of Former U.S. Route 51 to the Point of Beginning containing 1,768,972 square feet/ 40.61 acres, more or less, with assumed bearings given for description purposes only.

Together with the following described tracts of land to wit:

Legal Description Tract 20

Passive Enterprise Zone Connector

A strip of land 3 feet wide in Sections 23, 26 and 35 in Township 24 North, Range 2 East, of the Third Principal Meridian, in McLean County, Illinois, and lying 1.5 feet on each side of the following described centerline: Beginning at the intersection of the centerline of F.A.P. 704 (Veterans Parkway) according to right of way plans recorded May 7, 1996 as Document No. 1996-12491 in the McLean County Recorder's Office, with the centerline of Arrowhead Drive. From said Point of Beginning, thence North along said centerline of Veterans Parkway through said Sections 35, 26 and 23 to Station 355+80.00 as shown on right of way plans recorded January 15, 2002 as Document No. 2002-2123, thence West perpendicular to said centerline 100.00 feet to the west right-of-way line as shown on said right of way plans, said point also being the Point of Terminus.

Tract 20 contains 26,724 S.F. / 0.61 acres, more or less.

Legal Description Tract 21

Enterprise Zone

Lot 5 in Gregory's Subdivision of part of Section 23, Township 24 North, Range 2 East of the Third Principal Meridian, except (Exception No. 1) a piece of the north end thereof described as follows: Beginning at a point 50 feet southeasterly at a right angle from the centerline of the southbound main track and in the southeasterly right-of-way line of the Chicago and Alton Railway at Station 6437+04.6 measured from Chicago; thence Southwesterly along said right-of-way line 2217.7 feet; thence South 128 feet to a point 100 feet southeasterly at a right angle from said right-of-way line; thence Northeasterly parallel with said right-of-way line 2217.7 feet; thence North 128 feet to the Place of Beginning, except (Exception No. 2) also a tract of land conveyed to the State of Illinois for highway purposes by deed recorded June 6, 1939 in Book 428, Page 235 and per Book 638, Page 445; and also except (Exception No. 3) that part of the real estate lying east of the U.S. Highway 66; also except (Exception No. 4) that part conveyed to the State of Illinois by Quit-Claim Deed recorded January 11, 1977 as Document No. 77-473, (Exception No. 5) by Quit-Claim Deed recorded June 1, 1982 as Document No. 82-4778, and (Exception No. 6) by deed recorded as Document No. 98-31415, and (Exception No. 7) that part taken by the State of Illinois, Department of Transportation in Condemnation Case #2001ED10 filed November 21, 2001 and also (Exception No. 8) all that part lying within Veterans Business Park Subdivision Unit 1 according to the plat recorded October 19, 2005 as Document No. 2005-31837, all in McLean County, Illinois, together with the following described tract: A part of Sections 22, 23 and 27 in Township 24 North, Range 2 East of the Third Principal Meridian, Town of Normal, McLean County, Illinois, more particularly described as follows: Beginning at the point of intersection of the centerline of the Union Pacific Railroad and the northerly extension of the east line of Lot 2 in Eureka

Subdivision Extension No. One according to the Plat thereof recorded as Document No. 2002-52025 in the McLean County Recorder of Deeds Office; thence Southerly on the east line of said Lot 2 to the north right of way line of Fort Jesse Road; thence Westerly on the north right of way line of said Fort Jesse Road and Willow Street to the east right of way line of Beech Street; thence Northerly of the east right of way line of said Beech Street to the northwest corner of Lot 1 in Skatium Subdivision according to the Plat thereof recorded as Document No. 82-9787 in the McLean County Recorder of Deeds Office; thence Easterly 382.15 feet on the north line of said Lot 1; thence Northerly 70.10 feet on said north line; thence Easterly 215.65 feet on said north line; thence Southerly 8.6 feet on said north line; thence Easterly 50.0 feet on said north line to the west line of Lot 1 in Darnall Concrete Products Subdivision according to the Plat thereof recorded as Document No. 2001-35500 in the McLean County Recorder of Deeds Office; thence Northerly on the west line of said Lot 1 to the north line of said Lot 1, also being the south right of way line of Pine Street; thence Easterly on the north line of said Lot 1, the north line of Lot 2 in said Darnall Concrete Products Subdivision, the north line of Marguerite Subdivision according to the Plat thereof recorded as Document No. 74-8248 in the McLean County Recorder of Deeds Office and the easterly extension thereof to the centerline of said Union Pacific Railroad; thence Northeasterly on said centerline to the Point of Beginning containing 216.58 acres / 0.34 square miles, more or less.

Together with the following described tracts of land to wit:

Legal Description Tract 22
Passive Enterprise Zone Connector

A part of the N $\frac{1}{2}$ of Section 35, Township 24 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, being a strip of land 3 feet in width lying 1.5 feet on each side of the following described centerline: Beginning at the point of intersection of the centerline of Veterans Parkway and the centerline of General Electric Road; thence Easterly on the centerline of said General Electric Road to a point lying 1.5 feet east of the point of intersection of the centerline of said General Electric Road and the east right of way line of Keaton Place; thence Southerly parallel with the east right of way line of said Keaton Place to the Point of Termination on the south right of way line of said General Electric Road.

Tract 22 contains 1,779 S.F. / 0.04 acres, more or less.

Legal Description Tract 23
Enterprise Zone

A part of the NE $\frac{1}{4}$ of Section 35, Township 24 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the point of intersection of the south right of way line of General Electric Road and the east right of way line of Keaton Place; thence Easterly on the north right of way line of said General Electric Road to the east line of the NE $\frac{1}{4}$ of said Section 35; thence South on the east line of the NE $\frac{1}{4}$ of said Section 35 to the north line of Lakewood Estates Subdivision First Addition; thence Westerly on said north line to the northwest corner of Lot 204 in said First Addition; thence Southerly on the west line of said Lot 204 to the northeast corner of Lot 203 in said First Addition; thence Westerly on the north line of said First Addition, the north

line of Lakewood Estates Second Addition and the north line of Lakewood Estates Sixth Addition to the southeast corner of General Electric Company Subdivision according to the Plat thereof recorded as Document No. 96-33517 in the McLean County Recorder of Deeds Office; thence continuing Westerly on the south line of said General Electric Company Subdivision to the southwest corner thereof; thence Northerly on the west line of said General Electric Company Subdivision and the east right of way line of said Keaton Place to the Point of Beginning containing 1.08 acres / 0.09 square miles, more or less.

Together with the following described tracts of land to wit:

Legal Description Tract 24
Passive Enterprise Zone Connector

A part of the SW¼ of Section 36, Township 24 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the southwest corner of Lot 1 in Empire East Development recorded as Document No. 85-14445 in the McLean County Recorder's Office. From said Point of Beginning, thence south along the southerly extension of the west line of said Lot 1 to the centerline of Illinois Route 9; thence east along said centerline to a point lying 3.00 feet normally distant east of said southerly extension; thence north along a line parallel with said southerly extension to the south line of said Lot 1; thence west along said south line to the Point of Beginning, except the South 1.50 feet thereof.

Tract 24 contains 444 S.F. / 0.01 acres, more or less.

Legal Description Tract 25
Enterprise Zone

Lot 1 in Empire East Development being a part of the E½ of the SW¼ of Section 36, Township 24 North, Range 2 East of the Third Principal Meridian, according to the plat thereof recorded November 13, 1985 as Document No. 85-14445, in McLean County, Illinois.

Tract 25 contains 19.96 acres / 0.03 square miles, more or less.

Together with the following described tracts of land to wit:

Legal Description Tract 26
Passive Enterprise Zone Connector

A part of the SW¼ of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, being a strip of land 3 feet in width, lying 1.50 feet on each side of the following described line: Beginning at the southwest corner of Trinity Lane as dedicated in Empire Business Park Subdivision per plat recorded as Document No. 2007-1452 in the McLean County Recorder's Office. From said Point of Beginning, thence south along a line which is perpendicular to the south line of said Trinity Lane to the centerline of Illinois Route 9. Said strip is bounded on the north by the south line of said Trinity Lane and on the south by the centerline of Illinois Route 9.

Tract 26 contains 483 S.F. / 0.01 acres, more or less.

Legal Description Tract 27
Enterprise Zone

A part of the SW¼ of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the southeast corner of Cornelius Road as dedicated per the final plat of Central Catholic/McGraw Park Subdivision in the City of Bloomington, Illinois, per Ordinance No. 2002-90 approved by the Bloomington City Council, said southeast corner being a point lying 70.00 feet southeast of the southeast corner of Lot 2 in said subdivision. From said Point of Beginning, thence southwesterly 328.65 feet along the south right-of-way line of said Cornelius Road being the arc of a curve concave to the northwest with a radius of 530.00 feet and a long chord of 323.41 feet to a point of tangency; thence west 1,245.00 feet along said south right-of-way line which forms an angle to the right of 197°-45'-51" with the last described chord; thence southwest 64.37 feet along the southeasterly right-of-way line of Airport Road in the City of Bloomington which forms an angle to the right of 148°-32'-19" with the last described course to the east right-of-way line of said Airport Road; thence south 843.23 feet along said east right-of-way line which forms an angle to the right of 120°-46'-26" with the last described course; thence south 150.74 feet along said east right-of-way line which forms an angle to the right of 178°-04'-06" with the last described course; thence south 290.00 feet along said east right-of-way line which forms an angle to the right of 182°-49'-06" with the last described course; thence southeast 75.47 feet along said east right-of-way line which forms an angle to the right of 131°-09'-39" with the last described course to the north right-of-way line of F.A.P. 693 (Illinois Route 9) as shown on a plat recorded as Document No. 95-5258 in the McLean County Recorder's Office; thence east 226.27 feet along said north right-of-way line which forms an angle to the right of 140°-29'-01" with the last described course; thence east 280.50 feet along said north right-of-way line which forms an angle to the right of 180°-11'-51" with the last described course; thence east 150.35 feet along said north right-of-way line which forms an angle to the right of 176°-11'-11" with the last described course; thence east 468.55 feet along said north right-of-way line which forms an angle to the right of 185°-02'-28" with the last described course to the intersection of said north right-of-way line with the west right-of-way line of Trinity Lane as dedicated in the Empire Business Park Subdivision per plat recorded as Document No. 2007-1452 in said Recorder's Office; thence continuing east 231.70 feet along said north right-of-way line which is also the south right-of-way line and the easterly extension thereof of said Trinity Lane which forms an angle to the right of 180°-00'-00" with the last described course; thence east 500.34 feet along said north right-of-way line which forms an angle to the right of 176°-28'-54" with the last described course; thence east 199.98 feet along said north right-of-way line which forms an angle to the right of 182°-17'-27" with the last described course; thence east 600.23 feet along said north right-of-way line which forms an angle to the right of 181°-54'-34" with the last described course; thence east 214.07 feet along a line which forms an angle to the right of 178°-05'-26" with the last described course to the east line of the Survey of 355.15 acres off the west side of said Section 31 as shown in Plat Book 12, page 120 in said Recorder's Office; thence north 2389.85 feet along said east line which forms an angle to the right of 88°-01'-36" with the last described course to the southeast corner Golden Eagle South Subdivision in the City of Bloomington, Illinois, per plat recorded March 15, 1999 as Document No. 99-7564 in said Recorder's Office; thence west 561.48 feet along the south line of said

Golden Eagle South Subdivision which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course; thence southwest 360.00 feet along said south line which forms an angle to the right of $169^{\circ}-06'-43''$ with the last described course; thence west 461.13 feet along said south line, the south line of the First Addition to Golden Eagle Subdivision in the City of Bloomington, Illinois, per plat recorded July 7, 1999 as Document No. 99-21172 in said Recorder's Office and the south line of the Third Addition to Golden Eagle Subdivision in the City of Bloomington, Illinois, per plat recorded February 24, 2000 as Document No. 2000-4395 in said Recorder's Office, which forms an angle to the right of $190^{\circ}-53'-17''$ with the last described course to the northeast corner of Lot 2 in said Central Catholic/McGraw Park Subdivision; thence south 694.15 feet along the easternmost line of said Lot 2 which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described to the southeast corner thereof; thence southeast 70.00 feet along the northeast line of said Cornelius Road which forms an angle to the right of $144^{\circ}-24'-14''$ with the last described course to the Point of Beginning, except therefrom the following described tracts:

Exception No. 1:

Commencing at the southernmost corner of Lot 1 in Empire Business Park Subdivision in the City of Bloomington, Illinois, per plat recorded January 17, 2007 as Document No. 2007-1452 in said Recorder's Office, thence northeast 245.35 feet along the southeast line of said Lot 1 to the Point of Beginning. From said Point of Beginning, thence southeast 158.00 feet along a line which forms an angle to the right of $270^{\circ}-00'-00''$ with the last described course; thence east 127.41 feet along a line which forms an angle to the right of $120^{\circ}-04'-18''$ with the last described course; thence northeast 194.91 feet along a line which forms an angle to the right of $149^{\circ}-55'-42''$ with the last described course; thence northeast 135.59 feet along a line which forms an angle to the right of $202^{\circ}-12'-00''$ with the last described course; thence east 285.69 feet along a line which forms an angle to the right of $187^{\circ}-52'-18''$ with the last described course; thence north 566.33 feet along a line which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course; thence west 45.63 feet along a line which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course; thence northeast 639.87 feet along a line which forms an angle to the right of $297^{\circ}-31'-00''$ with the last described course; thence north 72.35 feet along a line which forms an angle to the right of $152^{\circ}-29'-00''$ with the last described course; thence west 18.69 feet along a line which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course; thence southwest 721.45 feet along a line which forms an angle to the right of $117^{\circ}-31'-00''$ with the last described course; thence west 46.14 feet along a line which forms an angle to the right of $242^{\circ}-29'-00''$ with the last described course; thence southwest 95.50 feet along a line which forms an angle to the right of $149^{\circ}-55'-58''$ with the last described course to the easternmost corner of said Lot 1; thence southwest 209.48 feet along the east line of said Lot 1 which forms an angle to the right of $135^{\circ}-00'-00''$ with the last described course; thence southwest 589.89 feet along the southeast line of said Lot 1 which forms an angle to the right of $224^{\circ}-59'-44''$ with the last described course to the Point of Beginning; and also, except:

Exception No. 2

Beginning at the southeast corner of Outlot 70 in said Golden Eagle South Subdivision. From said Point of Beginning, thence west 525.84 feet along the south line of said Golden Eagle South Subdivision; thence south 405.38 feet along a line which forms an angle to the right of $90^{\circ}-00'-00''$ with the last described course; thence east 525.84 feet along a line which forms

an angle to the right of 90°-00'-00" with the last described course to the southerly extension of the east line of said Subdivision; thence north 405.38 feet along said east line which forms an angle to the right of 90°-00'-00" with the last described course to the Point of Beginning.

Tract 27 contains 111.34 acres / 0.17 square miles, more or less.

Together with the following described tracts of land to wit:

Legal Description Tract 28
Passive Enterprise Zone Connector

Part of the SW¼ of Section 31 in Township 24 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, being a strip of land 3.00 feet in width and lying 1.50 feet on each side of the following described line: Beginning at the southwest corner of said Section 31; thence S.88°-51'-13"E. along the south line of said Section 31 a distance of 79.66 feet; thence Northerly along the southerly extension of the east right-of-way line of Airport Road to the Point of Termination at the centerline of Illinois Route 9. Said strip is bounded on the north by the centerline of Illinois Route 9 and on the south by the south line of said Section 31.

Tract 28 contains 666.66 S.F. / 0.02 acres, more or less.

Legal Description Tract 29
Enterprise Zone

Part of the SE¼ of Section 31 in Township 24 North, Range 3 East and part of Sections 5, 6, 7 and 18 in Township 23 North, Range 3 East and part of Section 1 in Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois. Said part being further described as follows: Beginning at the northwest corner of said Section 6; thence S.88°-51'-13"E. along the north line of said Section 6 a distance of 4490.15 feet to the southwest corner of the E½ of the SE¼ of said Section 31; thence N.00°-21'-56"W. along the west line of the E½ of the SE¼ of said Section 31 a distance of 2638.47 feet to the northwest corner of the said E½; thence S.89°-29'-20"E. along the north line of the said E½ a distance of 1491.97 feet to the northeast corner of the said E½; thence S.00°-10'-47"E. along the east line of the said E½ a distance of 2654.81 feet to the northeast corner of said Section 6; thence S.00°-37'-05"E. along the east line of said Section 6 a distance of 3676.23 feet; thence S.89°-23'-21"E. a distance of 53.49 feet; thence S.72°-18'-04"E. a distance of 1106.16 feet; thence S.18°-16'-41"W. 1632.26 feet to a point on the south line of the SW¼ of said Section 5; thence N.89°-02'-00"W. along the said south line a distance of 578.45 feet to the southeast corner of said Section 6; thence N.00°-31'-08"W. along the east line of the SE¼ of said Section 6 a distance of 83.79 feet; thence N.71°-43'-41"W. a distance of 1189.36 feet; thence S.00°-10'-21"E. a distance of 462.58 feet to a point on the south line of the SE¼ of said Section 6; thence S.89°-42'-03"W. along the said south line a distance of 816.57 feet; thence S.18°-16'-19"W. a distance of 699.56 feet to a point on the east line of Lot 13 Sixth Addition to Towanda-Barnes Business Park recorded as Document No. 2002-12737 in the McLean County Recorder of Deeds Office; thence South on the west line of said Sixth Addition, the west line of Seventh Addition, the west line of Ninth Addition, the west line of Eighteenth Addition and the west line of Nineteenth Addition to the southwest corner of Lot 39 in Nineteenth Addition to Towanda-Barnes Business Park recorded as Document No. 2007-15254 in the McLean County Recorder of

Deeds Office; thence East on the south line of said Nineteenth Addition, the south line of Sixteenth Addition, the south line of Fourteenth Addition and the south line of Third Addition to the southeast corner of Lot 43 in the Re-subdivision of Lot 7 and Outlot 8 in the Third Addition to Towanda-Barnes Business Park recorded as Document No. 2008-14030 in the McLean County Recorder of Deeds Office, said corner being on the west right of way line of Towanda-Barnes Road; thence South on the west right of way line of said Towanda-Barnes Road to the north right of way line of Ireland Grove Road; thence West on the north right of way line of said Ireland Grove Road to the west line of the East 2,166.80 feet of Section 7, being a tract of Land described in a Trustee's Deed recorded as Document No. 2010-4479 in the McLean County Recorder of Deeds Office; thence South on said west line to the south line of said Section 7; thence S.89°-36'-59"W. along the said south line a distance of 1822.85 feet to the northeast corner of Government Lot 2 in Section 18; thence S.00°-26'-02"E. along the east line of said Government Lot 2 a distance of 1330.84 feet; thence N.89°-30'-25"E. along the north line of the S½ of Government Lot 1 of said Section 18 a distance of 1325.80 feet to a point on the east line of said Government Lot 1; thence S.00°-26'-02"E. along the said east line a distance of 1333.78 feet to the center of said Section 18; thence S.89°-38'-34"W. along the south line of the NW¼ of said Section 18 a distance of 1649.59 feet; thence S.00°-21'-26"E. a distance of 2673.60 feet to a point on the south line of the SW¼ of said Section 18; thence S.89°-29'-24"W. along the said south line a distance of 1640.67 feet to the southwest corner of said Section 18; thence N.00°-33'-26"W. along the west line of said Section 18 a distance of 5338.58 feet to the northwest corner of said Section 18; thence N.89°-36'-59"E. along the south line of the SW¼ of said Section 7 a distance of 747.71 feet to a point on the extension of the east right-of-way line of Streid Drive; thence N.40°-17'-08"W. along the said east right-of-way line a distance of 180.30 feet; thence N.00°-35'-25"W. along the said east right-of-way line a distance of 4465.78 feet to a point at the beginning of a curve to the left, said curve having a radius of 1266.23 feet and an arc length of 783.71 feet; thence on a chord bearing of N.23°-57'-22"W. and a chord distance of 771.26 feet to a point on the south line of the SW¼ of said Section 6; thence S.89°-42'-03"W. along the said south line a distance of 320.94 feet to the southwest corner of said Section 6; thence N.00°-30'-07"W. along the west line of the SW¼ of said Section 6 a distance of 388.83 feet to the southeast corner of said Section 1; thence N.00°-31'-25"W. along the east line of Colonial Meadows Addition "I" a distance of 1782.74 feet to the northeast corner of the said Colonial Meadows Addition "I"; thence S.89°-26'-16"W. along the north line of the said Colonial Meadows Addition "I" a distance of 836.92 feet to the northwest corner of the said Colonial Meadows Addition "I"; thence S.00°-12'-58"W. along the west line of the said Colonial Meadows Addition "I" a distance of 667.70 feet to the northeast corner of Waterford Estates Subdivision Second Addition; thence S.88°-14'-37"W. along the north line of Waterford Estates Subdivision Second Addition and north line of Waterford Estates Subdivision Fourth Addition a distance of 1024.36 feet to a point at the northwest corner of Waterford Estates Subdivision Fourth Addition; thence S.33°-10'-22"W. along the northwesterly line of Waterford Estates Subdivision Fourth Addition a distance of 112.30 feet to a point on the west line of Waterford Estates Subdivision Fourth Addition; thence S.01°-44'-13"E. along said west line a distance of 187.91 feet to the southwest corner of Waterford Estates Subdivision Fourth Addition said point being on the north line of Waterford Estates Subdivision First Addition; thence S.88°-15'-33"W. along the said north line and the north line of Waterford Estates Subdivision Third Addition and the north line of Waterford Estates Subdivision Fifth Addition a distance of 1288.64 feet; thence S.42°-11'-11"W. along the northwesterly line of Waterford Estates Subdivision Fifth Addition a distance of 134.74 feet; thence S.00°-43'-01"E. along the west line of Waterford Estates

Subdivision Fifth Addition a distance of 232.22 feet; thence S.88°-12'-33"W. along the north line of Waterford Estates Subdivision Fifth Addition a distance of 261.35 feet to a point on the southeasterly line of Washington East Subdivision Tenth Addition; thence N.32°-26'-16"E. along said southeasterly line and along the southeasterly line of Lot 1 of the Evergreen Racquet Club Final Plat a distance of 1019.71 feet; thence N.36°-47'-34"E. along said southeasterly line of Lot 1 of the Evergreen Racquet Club Final Plat a distance of 510.39 feet to a point on the west line of the SE¼ of Section 1; thence N.00°-03'-13"E. along said west line and the east line of Washington East Subdivision Fifth Addition a distance of 888.03 feet to the center of said Section 1; thence S.89°-17'-11"W. along the south line of the NW¼ of said Section 1 and the north line of Washington East Subdivision Fifth Addition a distance of 1371.43 feet to the southeast corner of Lot 5 of Hershey Center Final Plat; thence N.00°-56'-19"E. along the east line of said Lot 5 a distance of 473.51 feet to the northeast corner of said Lot 5; thence N.71°-29'-43"W. along the northerly line of Hershey Center Final Plat a distance of 1128.64 feet to the southeast corner of Hershey Plaza Subdivision; thence N.18°-16'-27"E. along the easterly line of Hershey Plaza Subdivision and the easterly line of Hershey Plaza Subdivision Second Addition and the easterly line of Hershey Plaza Subdivision Fourth Addition a distance of 1433.71 feet to the northeast corner of Hershey Plaza Subdivision Fourth Addition; thence N.89°-44'-09"W. along the north line of Hershey Plaza Subdivision Fourth Addition a distance of 252.46 feet to the southeast corner of Burwell Subdivision; thence N.00°-15'-51"E. along the east line of Burwell Subdivision a distance of 522.00 feet to a point on the south right-of-way line of Illinois Route 9 (East Empire Street); thence S.87°-45'-53"E. along the south right-of-way line of Illinois Route 9 (East Empire Street) a distance of 223.53 to a point at the northwest corner of Route 9 Commercial Park Subdivision First Addition; thence S.00°-23'-23"W. along the west line of said Route 9 Commercial Park Subdivision First Addition a distance of 237.40 feet to a point at the southwest corner of said Route 9 Commercial Park Subdivision First Addition; thence S.89°-47'-34"E. along the south line of said Route 9 Commercial Park Subdivision First Addition a distance of 126.77 feet to a point at the southeast corner of Lot 9 of said Route 9 Commercial Park Subdivision First Addition; thence southeasterly on the curved existing south right-of-way line of Airline Drive with a radius of 509.76 feet and an arc length of 202.25 feet; thence on a chord bearing of S.77°-33'-39"E. a chord distance of 200.93 feet; thence S.64°-38'-32"E. along the said existing south right-of-way line of Airline Drive and the southerly line of said Route 9 Commercial Park Subdivision First Addition and the extension thereof a distance of 1319.87 feet to a point at the beginning of a curve to the right, said curve having a radius of 993.00 feet and an arc length of 80.33 feet; thence on a chord bearing of S.67°-02'-46"E. and a chord distance of 80.31 feet; thence N.00°-06'-43"W. a distance of 945.58 feet to a point on the north line of the NW¼ of said Section 1; thence S.89°-43'-24"E. along the north line of said Section 1 a distance of 3092.18 feet to the Point of Beginning.

Excepting the Following Described Tract:

Commencing at the center of said Section 1; thence N.00°-03'-13"E. along the west line of the NE¼ of said Section 1 a distance of 135.33 feet to a point, said point being 745.00 feet southwesterly when measured at right angles from the existing centerline or extension thereof of runway 11/29 at the Central Illinois Regional Airport and said point being the Point of Beginning; thence N.71°-43'-48"W. parallel with the said existing centerline or extension thereof of runway 11/29 a distance of 126.61 feet; thence N.67°-06'-22"W. a distance of 802.61 feet; thence N.18°-16'-12"E. a distance of 1360.59 feet; thence S.76°-21'-15"E. a distance of 802.61 feet to a point, said point being 745.00 feet northeasterly when measured

at right angles from the said existing centerline or extension thereof of runway 11/29; thence S.71°-43'-48"E. parallel with the said existing centerline or extension thereof of runway 11/29 a distance of 5141.17 feet; thence N.84°-48'-14"E. a distance of 832.69 feet to a point, said point being 745.00 feet northwesterly when measured at right angles from the existing centerline or extension thereof of runway 2/20 at the Central Illinois Regional Airport; thence N.18°-16'-12"E. parallel with the said existing centerline or extension thereof of runway 2/20 a distance of 1923.40 feet; thence N.17°-41'-49"E. a distance of 707.99 feet to the existing south right-of-way line of Illinois Route 9; thence S.88°-25'-01"E. along the said south right-of-way line a distance of 1575.01 feet; thence S.18°-50'-34"W. a distance of 1160.26 feet to a point, said point being 745.00 feet southeasterly when measured at right angles from the said existing centerline or extension thereof of runway 2/20; thence S.18°-16'-12"W. parallel with the said existing centerline or extension thereof of runway 2/20 a distance of 2254.98 feet to a point, said point being 745.00 feet northeasterly when measured at right angles from the said existing centerline or extension thereof of runway 11/29; thence S.72°-30'-48"E. a distance of 330.03 feet; thence S.18°-16'-12"W. a distance of 1499.02 feet; thence N.70°-56'-48"W. a distance of 330.03 feet to a point, said point being 745.00 feet southwesterly when measured at right angles from the said existing centerline or extension thereof of runway 11/29 and said point being 745.00 feet southeasterly when measured at right angles from the said existing centerline or extension thereof of runway 2/20; thence S.18°-16'-12"W. parallel with the said existing centerline or extension thereof of runway 2/20 a distance of 4655.02 feet; thence S.17°-41'-49"W. a distance of 807.57 feet; thence N.71°-09'-26"W. a distance of 1506.08 feet; thence N.18°-50'-34"E. a distance of 792.51 feet to a point, said point being 745.00 feet northwesterly when measured at right angles from the said existing centerline or extension thereof of runway 2/20; thence N.18°-16'-12"E. parallel with the said existing centerline or extension thereof of runway 2/20 a distance of 3400.63 feet; thence N.32°-51'-15"W. a distance of 1998.59 feet to a point, said point being 745.00 feet southwesterly when measured at right angles from the said existing centerline or extension thereof of runway 11/29; thence N.71°-43'-48"W. parallel with the said existing centerline or extension thereof of runway 11/29 a distance of 4222.48 feet to the Point of Beginning, containing 612 acres, more or less.

Tract 29 contains 1461.67 acres / 2.28 square miles, more or less.

Together with the following described tracts of land to wit:

Legal Description Tract 31

Passive Connector and Enterprise Zone

Site A: - One Earth Energy Site - from the intersection of West Emerson Street and the east right of way line of the Illinois Central Railroad, in the corporate limits of the City of Bloomington, Illinois hence Easterly along West Emerson Street on a three foot wide strip to North Towanda Avenue; hence Northerly along North Towanda Avenue to Rowe Drive; hence Easterly along Rowe Drive to North Veterans Parkway; hence North along North Veterans Parkway to Arrowhead Drive; hence Easterly along Arrowhead Drive to Gettysburg Drive; hence Southerly along Gettysburg Drive to the centerline of Illinois Route 9; hence Easterly on the centerline of Illinois Route 9 to the border of McLean County, Illinois; hence easterly along the centerline of Illinois Route 9 in Ford County, Illinois to the city limits of the City of Gibson City, Illinois; hence Easterly along the centerline of Illinois Route 9 in the City of Gibson City,

Illinois to N 300E Road for the Starting Point; then from the Starting Point at the intersection of Illinois Route 9 and N 300E Road; hence Northerly on N 300E Road to E 550N Road; hence Easterly along E 550N Road 3004 feet to a point; hence directly South to Illinois Route 9; thence Westerly along Illinois Route 9 to the Starting Point at the intersection of Illinois Route 9 and N 300E Road containing 372.09 acres / 0.58 square miles, more or less.

Said Enterprise Zone contains 9,008.14 acres / 14.08 square miles, more or less.

Bloomington - Normal - McLean County

Enterprise Zone

Legal Description

Amendment 1: Destihl

Lot 12 in the ninth addition to north-land commercial subdivision and a portion of lot 2 in Gregory's subdivision of part of section 23, township 24 north, range 2 east of the third principal meridian according to the plat recorded in book 2 of plats, page 558 in the office of recorder of deeds McLean County, Illinois described as follows:

Commencing from a brass disk marking the southeast corner of the northeast quarter of said section 23;

Thence north 00 degrees 26 minutes 44 seconds west along the east line of said northeast quarter of section 23 a distance of 1299.65 feet;

Thence south 89 degrees 33 minutes 16 seconds west a distance of 48.00 feet to the point of beginning;

Thence south 89 degrees 33 minutes 16 seconds west a distance of 263.69 feet;

Thence north 85 degrees 10 minutes 14 seconds west a distance of 917.00 feet to a point on the easterly right-of-way line of Greenbriar Drive;

Thence northeasterly along said easterly right-of-way line along a 1545.00 foot radius curve concave to the northwest whose chord bears north 10 degrees 05 minutes 46 seconds east a distance of 23.75 feet;

Thence north 09 degrees 39 minutes 21 seconds east along said easterly right-of-way line a distance of 43.11 feet;

Thence northeasterly along said easterly right-of-way line along a 455.00 foot radius curve concave to the southeast whose chord bears north 37 degrees 32 minutes 24 seconds east a distance of 425.60 feet;

Thence northeasterly along said easterly right-of-way line along a 445.00 foot radius curve concave to the northwest whose chord bears north 55 degrees 39 minutes 48 seconds east a distance of 150.88 feet;

Thence south 85 degrees 10 minutes 14 seconds east a distance of 564.22 feet;

Thence north 89 degrees 33 minutes 16 seconds east 215.88 feet;

Thence south 00 degrees 26 minutes 44 seconds east a distance of 517.80 feet to the point of beginning.

Said described tract contains 544,022.81 square feet (12.489 acres) more or less.

Pin #14-23-200-018 and part of pin #14-23-200-016 shown as lots 12 and 13 on the attached map.

Also,

A strip of land 3 foot wide in the northeast quarter of section 23 township 24 north, range 2 east of the third principal meridian, in mclean county, illinois, and lying 1.5 feet on each side of the following described centerline:

Beginning at a point 100.00 feet westerly at a right angle from the centerline of f.a.p 704 (veterans parkway) at station 382+00 as shown on right-of-way plans recorded as document no. 2002-02124 in the office of recorder of deeds mclean county;

Thence east 100.00 feet to said centerline;

Thence south along the said centerline of f.a.p. 704 (veterans parkway) to station 379+88 point also being the intersection of this line with the centerline of shepard road;

Thence south 85 degrees 10 minutes 14 seconds east along said centerline of shepard road a distance of 655.00 feet to the intersection of this line with the centerline of greenbriar drive;

Thence north 04 degrees 49 minutes 46 seconds east along the said centerline of greenbriar drive a distance of 694.71 feet;

Thence northeasterly along said centerline along a 575.00 foot radius curve concave to the southeast whose chord bears north 17 degrees 26 minutes 40 seconds east a distance of 251.16 feet;

Thence north 30 degrees 03 minutes 33 seconds east along said centerline a distance of 206.92 feet;

Thence northeasterly along said centerline along a 1500.00 foot radius curve concave to the northwest whose chord bears north 20 degrees 16 minutes 12 seconds east a distance of 510.06 feet;

Thence south 79 degrees 31 minutes 09 seconds east a distance of 45.00 feet to the point of terminus, point also being on the easterly right-of-way line of said greenbriar drive. Sidelines may lengthened or shortened to terminate on said right-of-way line.

Said described tract contains .184 acres more or less.

Total of all above described tracts is 12.673 acres or .0198 square miles.

Bloomington - Normal - McLean County
Enterprise Zone
Amendment 2: Brandt

Legal Description Tract 33 - Brandt Industrial USA Ltd. McLean County, IL:
BEGINNING AT A POINT at the intersection of the eastern line of Interstate 39 and the centerline of 1425 East (Business Route 51) and the Bloomington Normal McLean County Gibson City Ford County Enterprise Zone in unincorporated McLean County in Section 4, Township 24 North, Range 2 East of the Third Principal Meridian, Mclean County, Illinois; Thence north along a three foot wide strip along the eastern line of Interstate 39 to the centerline of County Road E 2000 North Road, THE POINT OF BEGINNING; Thence east along the centerline of County Road E 2000 North Road to the centerline of County Road N 1425 East Road; Thence south along the centerline of N 1425 East Road for a distance of 2,311.88 feet more or less to a point of the intersection of the Bloomington Normal McLean County Gibson City Ford County Enterprise Zone; Thence west along the border of the Bloomington Normal McLean County Gibson City Ford County Enterprise Zone to a point; Thence north along the border of the Bloomington Normal McLean County Gibson City Ford County Enterprise Zone to a point; Thence west along the border of the Bloomington Normal McLean County Gibson City Ford County Enterprise Zone to a point, Thence north along the border of the Bloomington Normal McLean County Gibson City Ford County Enterprise Zone to a point; Thence east along the border of the Bloomington Normal McLean County Gibson City Ford County Enterprise Zone to a point; Thence north along the border of the Bloomington Normal McLean County Gibson City Ford County Enterprise Zone to a point; Thence west along the border of the Bloomington Normal McLean County Gibson City Ford County Enterprise Zone to a point to the eastern line of Interstate 39; Thence north along the eastern line of Interstate 39 to the POINT OF BEGINNING, ENCOMPASSING THE AREA ENCLOSED which includes area within the boundaries of Tax Parcels 14-04-300-004, 14-04-300- 006, 14-04-300-007 and 14-04-300-016, 14-04-300-018 and 14-04-300-019 and of approximately 34.3 acres more or less.

Total of all above described tracts is 34.3 acres or .0536 square miles.

Bloomington - Normal - McLean County
Enterprise Zone
Amendment 3: The Ferrero Expansion

CONNECTING STRIP - .716 acres more or less.

Beginning at the center point of the intersection of W Oakland Avenue and Union Pacific Railroad in Bloomington, Illinois, along a 3 foot strip located on the eastern half of the Union Pacific Railroad right-of-way for approximately 1.97 miles southwest to the intersection of the project property identified by PIN 21-18-451-003 and described below:
PIN 21-18-451-003. 54.24 acres, or .085 square miles, more or less.

Tract No. 1:

Lot 1 in Industrial Park Subdivision to the City of Bloomington, in McLean County, Illinois.

Tract No. 2:

Part of Lot 5 in Access Park Subdivision in Section 19, Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the Northwest corner of Lot 5 in Access Park Subdivision; thence South 65 degrees 27 minutes 07 seconds East, 139.92 feet on the North line of said Lot 5; thence South 80 degrees 35 minutes 31 seconds West, 26.85 feet; thence North 65 degrees 27 minutes 07 seconds West, 117.64 feet parallel with said North line of Lot 5 to the West line of said Lot 5; thence North 24 degrees 29 minutes 54 seconds East, 15.00 feet to the point of beginning, in McLean County, Illinois.

Total of all above described tracts is 54.96 acres or .0859 square miles.

EXHIBIT B
BLOOMINGTON NORMAL ENTERPRISE ZONE

SECTION 1. Definitions. As used in this Ordinance:

“Abatement Increment” means the amount of property tax to a Designating Unit that is attributed to the New Improvements in any Assessment Year and that is payable to that Designating Unit in the subsequent Taxable Year.

“Abatement Period” means the period during with the project is entitled to receive an abatement under this Ordinance.

“Act” means the Enterprise Zone Act (20 ILCS 655/).

“Assessment Year” means the year in which property taxes are assessed on the project property.

“Department” means the Department of Commerce and Economic Opportunity.

“EDC” means the Economic Development Council of Bloomington Normal Area.

“Eligible Project” means a commercial project that meets all of the following criteria:

- a. the project is located within the Zone;
- b. the project consists of New Improvements;
- c. the project will result in the creation of 25 or more full-time-equivalent jobs, which will be maintained throughout the Abatement Period; and
- d. the project will result in an investment of \$250,000 or more in New Improvements.

“Grantee” means any entity who owns or operates a project applying for or receiving an abatement or other financial consideration under this Ordinance.

“IGA Parties” means the Town of Normal, the City of Bloomington, the City of Gibson City, the County of McLean, and the County of Ford.

“New Improvement” means an improvement on the project property that has been newly constructed or that has been renovated or rehabilitated.

“Non-Retail Project” means an Eligible Project that is not a Retail Project.

“Retail Project” means an Eligible Project:

- a. that is a restaurant or drinking establishment;
- b. that is a hotel or motel; or
- c. that is any other establishment that derives 50% or more of its revenue from the retail sale of tangible personal property.

“Significant Impact Business” means a Non-Retail Project that meets one or more of the following criteria:

- a. The project will conduct the majority of its operations in one or more of the following industries: agribusiness; logistics and warehousing; information technology; information technology manufacturing; clean technology manufacturing; finance; insurance; or real estate.
- b. The project will create jobs with an average income, across all new positions, that is greater than the per-capita income level of the county in which the project is located, as determined by the most recent American Community Survey 5-Year estimates.
- c. The project will be located in a targeted area designated by the municipality in which the project is located or if the project is located in an unincorporated area by the county in which the project is located. The targeted areas may include officially-designated brownfields; distressed areas, as defined by the federal New Markets Tax Credit program; Opportunity Zones; designated “shovel-ready” sites; or similar areas.
- d. The project will derive more than 65% of its revenue from foreign exports.

“Substantially Complete” means that a certificate of occupancy has been issued for the New Improvements.

“Taxable Year” means the year in which property taxes incurred in the Assessment Year are payable.

“Zone Administrator” means the Administrator as defined in Section 9 below.

“Zone Area” means the area described and depicted in Appendix A, which is incorporated into this ordinance.

SECTION 2. Designation. The Zone Area is designated as an Enterprise Zone, subject to the approval of the Department as set forth under the Act.

SECTION 3. Qualifications. The City Council finds and determines that the Enterprise Zone meets the 4ualifications set forth under Section 4 of the Act.

SECTION 4. Duration. The duration of the Enterprise Zone is the maximum duration allowed for the Zone under Section 5.3 of the Act, including allowable extensions.

SECTION 5. Incentives.

A. Property Tax Abatement for Retail Projects.

- 1) A Retail Project is eligible to receive a three-year property tax abatement from the applicable Designating Unit of Government in the following amounts:
 - a. for the first Taxable Year: 100% of the Abatement Increment; and
 - b. for the second Taxable Year: 75% of the Abatement Increment; and

- c. for the third Taxable Year: 50% of the Abatement Increment.
- 2) The property tax abatement under this section will begin on the first Taxable Year that follows the first Assessment Year in which the Substantially-Complete New Improvements have been assessed.
- 3) In no event shall any abatement of property taxes on any parcel exceed the amount attributable to the construction of the improvements or the renovation or rehabilitation of existing improvements on such parcel.
- 4) The property tax abatement under this section will terminate on the earlier of (i) the completion of the third Taxable Year after the property tax abatement is awarded or (ii) the termination or decertification of the Zone.

B. Property Tax Abatement for Non-Retail Projects:

- 1) A Non-Retail Project is eligible to receive a five-year property tax abatement from the applicable Designating Unit of Government in the following amounts:
 - a. for the first Taxable Year: 100% of the Abatement Increment; and
 - b. for the second Taxable Year: 80% of the Abatement Increment; and
 - c. for the third Taxable Year: 60% of the Abatement Increment; and
 - d. for the fourth Taxable Year: 40% of the Abatement Increment; and
 - e. for the fifth Taxable year: 20% of the Abatement Increment.
- 2) The property tax abatement under this section will begin on the first Taxable Year that follows the first Assessment Year in which the Substantially-Complete New Improvements have been assessed.
- 3) In no event shall any abatement of property taxes on any parcel exceed the amount attributable to the construction of the improvements or the renovation or rehabilitation of existing improvements on such parcel.
- 4) The property tax abatement under this section will terminate on the earlier of (i) the completion of the fifth Taxable Year after the abatement is awarded or (ii) the termination or decertification of the Zone.

C. Additional Non-Retail Project Economic Development Incentive Payment.

- 1) For each year, after the first, that a Non-Retail Project receives a property tax abatement under Section 5(B), that project is also eligible to receive an additional economic-development incentive payment from each Designating Unit in which the project is located if that project meets one or more of the following criteria:
 - a. At least 80% of the workers hired to construct or renovate the New Improvements had their primary residence in McLean County or Ford

- County at the time of the construction or renovation and completed a Department of Labor Industry-Recognized Apprenticeship Program.
- b. At least 80% of the new employees hired as full-time employees by the company as a result of the project have their primary residence in McLean County or Ford County.
 - c. Of the new employees hired as full-time employees as a result of the project, the company will hire women and minorities at a rate that is 120% of the average women and minority workers compared to total workers, as defined by the U.S. Census Bureau, for the county in which the project is located.
 - d. The company will create and maintain an apprenticeship program that involves Heartland Community College or one or more of the secondary school districts in either McLean County or Ford County.
- 2) The amount of the incentive payment in any Taxable Year will be the lesser of:
- a. An amount equal to 20% of the Abatement Increment for that Designating Unit for each of the criteria met under Section 5(C)(1); or
 - b. An amount that, when added to the amount of the property tax abatement for that Taxable Year under Section 5(B), is equal to 100% of the Abatement Increment for that Designating Unit.
- 3) Each Designating Unit making an incentive payment under this Section 5(C) shall pay the incentive payment from its general revenues or other authorized funds. The incentive payment will be paid in one or more installments during the Taxable Year in which the incentive is due.

D. Property Tax Abatement for Significant Impact Businesses.

- 1) An eligible Significant Impact Business is eligible to receive a five-year property tax abatement from the applicable Designating Unit. The amount of the abatement will be 100% of the Abatement Increment for that Taxing District for each Taxable Year in the Abatement Period.
- 2) The abatement under this section will begin on the first Taxable Year that follows the first Assessment Year in which the Substantially-Complete New Improvements have been assessed.
- 3) The abatement under this Section will terminate on the earlier of (i) the completion of the fifth Taxable Year after the abatement is awarded or (ii) the termination or decertification of the Zone.
- 4) A Significant Impact Business that receives an abatement under this Section may not receive any other abatement under this Ordinance.

E. Restrictions. No abatement may be granted for any Abatement Increment attributed to any of the following:

- 1) Residential development.
- 2) Self-storage facilities or mini warehouse facilities.
- 3) Automotive service stations.
- 4) car wash facilities.
- 5) Commodity scrap processing.
- 6) Convenience food and beverage store.
- 7) Gasoline station.
- 8) Package liquor store.
- 9) Recycling facility.
- 10) Cash advance lender, pay-day lender, title-loan lender, or similar project.
- 11) Any cannabis facility authorized under the Compassionate Use of Medical Cannabis Program Act or under the Cannabis Regulation and Tax Act.
- 12) Any adult-entertainment venue, including adult bookstores.
- 13) Wind or solar energy project.

F. TIF Districts. No project may receive an abatement under this Ordinance if it is located within a project redevelopment area created under the Tax Increment Allocation Redevelopment Act (65 ILCS 5/74.4-1 et seq.)

G. Limits on relocation.

- 1) No project may receive an abatement under this Ordinance if that project terminates operation in one Designating Unit and initiates operations in another Designating Unit unless the Zone Administrator finds that the terminated location contained inadequate space, had become economically obsolete, or was no longer a viable location for the project.
- 2) For the purpose of this section, of this paragraph, termination means a closing of a project that is directly related to the opening of the same operation or like project owned or operated by more than 50% of the original ownership.

H. Library levies. Taxes levied by a municipality for a public library under the Illinois Local Library Act (75 ILCS 5/) will not be abated under this Ordinance unless that public library agrees to abate by separate resolution.

I. Local Labor requirements.

- 1) If the costs for the New Improvements will exceed \$4 million, then to be eligible for an abatement under this Ordinance, the Grantee must submit a Local-Labor plan to the EDC before the construction or renovation of the improvements. The Local-Labor plan must provide for:
 - a. The equitable opportunity for local labor contractors with apprenticeship programs to submit bids for the skilled craft work required for the New Improvements.
 - b. The planned use of at least 80% Local Labor by any non-local contractor who is awarded work related to the New Improvements.

- 2) The Zone Administrator may waive the requirement for a Local-Labor plan if the Grantee can show that any or all of the following conditions apply:
 - a. Certain required skilled resources are not sufficiently available in the Local Labor Market Area.
 - b. An awarded bid to a lower cost resource provider requires the use of non-Local Labor in order to meet bid requirements.
 - c. The requirement for the use of Local Labor would be prohibited by any applicable government-funding requirements or would otherwise be unlawful.
- 3) For the purpose of this section “Local Labor” means any worker whose primary residence is located within the Local Labor Market Area as established for the Bloomington Normal Enterprise Zone application.

J. Application.

- 1) All Grantees requesting an abatement under this Ordinance must apply to the Zone Administrator. The applications must be in the form and manner determined by the Zone Administrator.
- 2) The Zone Administrator will evaluate all applications and determine whether the project meets the requirements for the abatement.
- 3) The Zone Administrator shall notify each party whether an application is approved or denied.

SECTION 6. Additional incentives allowed. This Ordinance does not prohibit the City from extending additional tax incentives of reimbursement for business enterprises in this Enterprise Zone or its corporate limits by separate Ordinance.

SECTION 7. Conformance to codes, ordinances, and regulations. No incentive is available to any project that is not constructed, used, or occupied in conformance with all City codes, ordinances, and regulations. Except as expressly and specifically provided in this Ordinance, nothing contained in this Ordinance may be construed to waive, abrogate, lessen or weaken the full force, effect, and application of all laws, resolutions, codes, regulations, and ordinances of the City to any project or any person or property.

SECTION 8. Application and administration. That the City Manager is authorized and directed to (i) make an application to the Department under Section 5.1 of the Act, and (ii) as he deems proper, to cause to be promulgated any program, directive, rule, or regulations, to make any recommendation, and to furnish any information for the purpose of securing certification of Zone Area as an Enterprise Zone.

SECTION 9. Administrator. The Designating Units hereby appoint the President/CEO of the Economic Development Council of Bloomington Normal Area (“BNEDC”) to serve, ex officio, as the Administrator of the Enterprise Zone (“Zone Administrator”). Each Designating Unit agrees to take any necessary action to ensure that the Zone Administrator has the authority

to perform his or her duties as set forth in this Ordinance. In selecting an Administrator, each Designating Unit has one vote, which shall be cast by the chief executive officer of each Designating Unit (mayor or county board chairman, as applicable). Each Administrator continues to hold the position until he or she resigns or dies or until the chief executive officers of at least 3 of the Designating Units vote to discharge him or her. The duties and responsibilities of the Bloomington Normal Enterprise Zone Administrator are as follows:

- A. Administration. The Zone Administrator shall administer the IGA and related ordinances and operate and manage the Zone. All appeals from any decisions or determination of the Zone Administrator will be taken to the Zone Advisory Board for final resolution.
- B. Records. The Zone Administrator shall maintain records associated with Zone activities and projects and necessary to the preparation of reports required by the State of Illinois.
- C. Report Preparation. The Zone Administrator shall prepare all reports required by law.
- D. Advisor and Staff to the Enterprise Zone Advisory Board. The Zone Administrator shall serve as advisor and staff to the Zone Advisory Board. The Administrator shall prepare agendas, minutes, handle correspondence, and maintain the records of the Enterprise Zone Advisory Board.

SECTION 10. Creation of Enterprise Zone Advisory Board. The Enterprise Zone Advisory Board is hereby created as set forth in this section.

- A. Duties. The Enterprise Zone Advisory Board shall perform the following duties with respect to the Enterprise Zone:
 - 1) Implement, monitor, and update established goals and objectives.
 - 2) Establish procedures for the operation and management of the incentives under Section 5, including appeals processes and to recommend and advise on policies for the administration, operation and management of the Zone.
- B. Membership. The Enterprise Zone Advisory Board will be composed of each Director of the BNEDC, the County Board Chair of Ford County, and the Mayor of Gibson City, each serving in an ex officio capacity.
- C. Terms of Membership. The terms of membership for Zone Advisory Board members shall be as follows:
 - 1) Bloomington Normal Enterprise Zone Advisory Board members shall serve during their respective terms on the BNEDC Board of Directors.
 - 2) In the case of elected officials, their term on the Advisory Board will be the same as their respective term in elected office.
- D. Quorum and voting. A quorum of the Board is a majority of the voting members then holding office. The Board may approve any action by the affirmative vote of a majority of those voting on the question. Each voting member will have one vote for any and all matters upon which the Board must vote. The Chair may vote only in the case of a tie.

- E. Compensation. Enterprise Zone Advisory Board members shall serve without compensation.
- F. Staff. The Zone Administrator shall serve as advisor and staff to the Enterprise Zone Advisory Board in order to assist in carrying out its functions and duties.
- G. Conflict of Interest. Any member of the Enterprise Zone Advisory Board who has a direct or indirect conflict of interest on any action that comes before the Board shall make their conflict known, abstain from participating in any discussion of the action, and abstain from voting on that action. The member's abstention will be recorded in the minutes for the Board.

SECTION 11. Designated zone organizations. In order to facilitate the successful development of the Enterprise Zone and in accordance with the Act, the City may establish one or more designated zone organizations to carry out any or all of the functions provided for in Section 8 of the Act.

SECTION 12. Zone Management Costs & Operation.

- A. The Zone Administrator may charge an application fee. The application fee must be in accordance with Section 8.2 of the Illinois Enterprise Zone Act, as amended. The fee will be payable to the BNEDC. The Zone Administrator shall file a copy of the Zone's fee schedule with the Department by April 1 of each year.
- B. The BNEDC may use the proceeds of the application fee under Section 12(A) to pay for the operating expenses of the Zone and project related activities which benefit the region's economic development strategy and plan, which are directly impacted by the Zone and as authorized by law.

SECTION 13. Performance Monitoring Process.

- A. The Zone Administrator is hereby authorized to execute the incentive agreement on behalf of each Designating Unit and Participating Taxing Body. Before receiving any abatement or incentive under Section 5, each Grantee must execute an incentive agreement with each Designating Unit providing the incentive. This incentive agreement will outline the projected number of jobs to be created or retained by the Project and the capital investment for the Project. The incentive agreement must require the Grantee to maintain a minimum of 80% of the employment levels at that location as described in the incentive agreement for the Abatement Period. At the discretion of the Zone Administrator, with the advice of the Enterprise Zone Advisory Board, failure to maintain the required employment levels may result in the immediate termination of remaining abatement or the repayment of previously received incentives.
- B. The Zone Administrator will annually monitor the performance of the Grantee in order to ensure compliance with the incentive agreement.

- C. The Zone Administrator shall inform the Grantee of required enterprise zone-related, State of Illinois reporting requirements. Failure to report Enterprise Zone benefits as required by the Illinois Department of Revenue or other state agencies may result in termination of all locally designated Bloomington Normal Enterprise Zone benefits.
- D. As set forth in this subsection, the Zone Administrator, with advice of the Enterprise Zone Advisory Board may waive enforcement of any performance measures outlined in the incentive agreement if the Grantee to maintains a minimum of 80% of the employment levels at that location as described in the incentive agreement for the Abatement Period. If the Grantee falls below the 80% employment level the Zone Administrator, with advice of the Enterprise Zone Advisory Board and after the notice required below, may waive enforcement of any performance measures outlined in the incentive agreement based on a finding that the waiver is necessary to avert an imminent, demonstrable and material hardship to the entity that may result in such entity's insolvency or discharge of workers. Before any such waiver, the Zone Administrator must give at least thirty (30) days written notice to the taxing bodies where the Grantee's project is located. The Zone Administrator may proceed with the proposed waiver so long as none of the taxing bodies send notice back objecting to the waiver. The top administrative official of each taxing body is empowered to determine whether an objection should be made on behalf of his or her taxing body and are authorized to provide notice of any objections.
- E. The Zone Administrator shall be responsible for enforcing all executed incentive agreements and taking actions to enforce and/or terminate said incentive agreements for default, upon the advice and consent of the Enterprise Zone Advisory Board.

SECTION 14. Limits on Tax Objections. Grantee may not file a tax objection or protest to reduce the amount of property taxes incurred on the project property receiving an abatement under this Ordinance during the Abatement Period. If any such objection or protest is filed, then the abatement will immediately terminate and the abatement and/or grant claw back procedures under Section 13 will apply.

SECTION 15. Repeal of Conflicting Ordinances. The provisions of any ordinance that conflicts with the provisions of this Ordinance are repealed to the extent of the conflict.

SECTION 16. Term. This Ordinance becomes effective on the date of its execution by the City of Bloomington and upon approval and certification by the Illinois Department of Commerce and Economic Opportunity, according to law. This Ordinance, as amended, will remain in effect until the termination or decertification of the Zone.

**INTERGOVERNMENTAL AGREEMENT
AMENDING ENTERPRISE ZONE DESIGNATION AND OPERATION CRITERIA**

This intergovernmental agreement (“**IGA**”) is dated _____, 2021, and is between the COUNTY OF McLEAN (“**McLean County**”), the COUNTY OF FORD (“**Ford County**”), the CITY OF BLOOMINGTON (“**Bloomington**”), the CITY OF GIBSON CITY (“**Gibson City**”), and the TOWN OF NORMAL (“**Normal**”), collectively referred to as the Designating Units of Government (“**Designating Units**”).

Whereas, the parties are authorized to enter into intergovernmental agreements under Section VII of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act; and

Whereas, the Illinois Intergovernmental Cooperation Act provides any power or powers, privileges, functions, or authority exercised or which may be exercised by a public agency of the State of Illinois may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State of Illinois and jointly with any public agency (5 ILCS 220/3); and

Whereas, the Illinois Municipal Code provides the corporate authorities of a municipality may appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any other governmental entity or commercial enterprise that are deemed necessary or desirable for the promotion of economic development within the municipality (65 ILCS 5/8-1-2.5); and

Whereas, the Designating Units designated the Bloomington Normal Enterprise Zone (“**Zone**”), which was approved under the Illinois Enterprise Zone Act (20 ILCS 655/); and

Whereas, the Property Tax Code allows taxing bodies to grant an abatement for property improvements made within the Zone (35 ILCS 200/18-170); and

Whereas, the parties desire to establish a uniform system of granting abatements for qualifying properties within the Zone and jointly exercise the authority to make grants for economic development purposes.

The parties, therefore, incorporate and agree to the recitals as fully set forth herein and further agree as follows:

Section 1. PURPOSE. The purpose of this agreement is to organize and coordinate the efforts of the Designating Units in supporting the designation and operation of the Zone under the provisions of the Enterprise Zone Act (20 ILCS 655/).

Section 2. DESCRIPTION. The property that is the subject of this agreement is described in Exhibit A ("**Zone Property**"). The Zone Property is located partly in the jurisdiction of each of the Designating Units.

Section 3. DESIGNATING ORDINANCE. Each party to this IGA has adopted a designating ordinance meeting the requirements of the Enterprise Zone Act. Each party agrees to adopt any other ordinances or legislation as may be necessary to carry out the intent of the designating ordinance.

Section 4. APPLICATION. The parties agree to submit to the Department of Commerce and Economic Opportunity (the "**Department**") a joint application as may be required under section 5.4 of the Enterprise Zone Act.

Section 5. ADMINISTRATOR. The Designating Units hereby appoint the President/CEO of the Economic Development Council of Bloomington Normal Area ("**BNEDC**") to serve, ex officio, as the Administrator of the Enterprise Zone ("**Zone Administrator**"). Each Designating Unit agrees to take any necessary action to ensure that the Zone Administrator has the authority to perform his or her duties as set forth in this IGA. In selecting an Administrator, each Designating Unit has one vote, which shall be cast by the chief executive officer of each Designating Unit (mayor or county board chairman, as applicable). Each Administrator continues to hold the position until he or she resigns or dies or until the chief executive officers of at least 3 of the Designating Units vote to discharge him or her.

The duties and responsibilities of the Bloomington Normal Enterprise Zone Administrator are as follows:

- A. Administration. The Zone Administrator shall administer the IGA and related ordinances and operate and manage the Zone. All appeals from any decisions or determination of the Zone Administrator will be taken to the Zone Advisory Board for final resolution.
- B. Records. The Zone Administrator shall maintain records associated with Zone activities and projects and necessary to the preparation of reports required by the State of Illinois.
- C. Report Preparation. The Zone Administrator shall prepare all reports required by law.
- D. Advisor and Staff to the Enterprise Zone Advisory Board. The Zone Administrator shall serve as advisor and staff to the Zone Advisory Board. The Administrator shall prepare agendas, minutes, handle correspondence, and maintain the records of the Enterprise Zone Advisory Board.

Section 6. ENTERPRISE ZONE ADVISORY BOARD

A. Duties. The Enterprise Zone Advisory Board shall perform the following duties with respect to the Enterprise Zone:

- 1) Implement, monitor, and update established goals and objectives.
- 2) Establish procedures for the operation and management of the incentives under section 8, including appeals processes and to recommend and advise on policies for the administration, operation and management of the Zone.

B. Membership. The Enterprise Zone Advisory Board will be composed of each Director of the BNEDC, the County Board Chair of Ford County, and the Mayor of Gibson City, each serving in an ex officio capacity.

C. Terms of Membership. The terms of membership for Zone Advisory Board members shall be as follows.

Bloomington Normal Enterprise Zone Advisory Board members shall serve during their respective terms on the BNEDC Board of Directors. In the case of elected officials, their term on the Advisory Board will be the same as their respective term in elected office.

D. Quorum and voting. A quorum of the Board is a majority of the voting members then holding office. The Board may approve any action by the affirmative vote of a majority of those voting on the question. Each voting member will have one vote for any and all matters upon which the Board must vote. The Chair may vote only in the case of a tie.

E. Compensation. Enterprise Zone Advisory Board members shall serve without compensation.

F. Staff. The Zone Administrator shall serve as advisor and staff to the Enterprise Zone Advisory Board in order to assist in carrying out its functions and duties.

G. Conflict of Interest. Any member of the Enterprise Zone Advisory Board who has a direct or indirect conflict of interest on any action that comes before the Board shall make their conflict known, abstain from participating in any discussion of the action, and abstain from voting on that action. The member's abstention will be recorded in the minutes for the Board.

Section 7. ZONE MANAGEMENT COSTS AND OPERATION

- A. The Zone Administrator may charge an application fee. The application fee must be in accordance with section 8.2 of the Illinois Enterprise Zone Act, as amended. The fee will be payable to the BNEDC. The Zone Administrator shall file a copy of the Zone's fee schedule with the Department by April 1 of each year.
- B. The BNEDC may use the proceeds of the application fee under section 7(A) to pay for the operating expenses of the Zone and project related activities which benefit the region's economic development strategy and plan, which are directly impacted by the Zone and as authorized by law.

Section 8. INCENTIVES

- A. Definitions. In addition to any definitions in the introductory clause or recitals, as used in this IGA:
 - 1) "Abatement Increment" means the amount of property tax to a Designating Unit that is attributed to the New Improvements in any Assessment Year and that is payable to that Designating Unit in the subsequent Taxable Year.
 - 2) "Abatement Period" means the period during which the project is entitled to receive an abatement under this IGA.
 - 3) "Assessment Year" means the year in which property taxes are assessed on the project property.
 - 4) "Eligible Project" means a commercial project that meets all of the following criteria:
 - a. the project is located within the Zone;
 - b. the project consists of New Improvements;
 - c. the project will result in the creation of 25 or more full-time-equivalent jobs, which will be maintained throughout the Abatement Period; and
 - d. the project will result in an investment of \$250,000 or more in New Improvements.
 - 5) "Grantee" means any entity who owns or operates a project applying for or receiving an abatement or other financial consideration under this IGA.
 - 6) "New Improvement" means an improvement on the project property that has been newly constructed or that has been renovated or rehabilitated.
 - 7) "Non-Retail Project" means an Eligible Project that is not a Retail Project.
 - 8) "Retail Project" means an Eligible Project:

- a. that is a restaurant or drinking establishment;
 - b. that is a hotel or motel; or
 - c. that is any other establishment that derives 50% or more of its revenue from the retail sale of tangible personal property.
- 9) "Significant Impact Business" means a Non-Retail Project that meets one or more of the following criteria:
- a. The project will conduct the majority of its operations in one or more of the following industries: agribusiness; logistics and warehousing; information technology; information technology manufacturing; clean technology manufacturing; finance; insurance; or real estate.
 - b. The project will create jobs with an average income, across all new positions, that is greater than the per-capita income level of the county in which the project is located, as determined by the most recent American Community Survey 5-Year estimates.
 - c. The project will be located in a targeted area designated by the municipality in which the project is located or, if the project is located in an unincorporated area by the county in which the project is located. The targeted areas may include: officially-designated brownfields; distressed areas, as defined by the federal New Markets Tax Credit program; Opportunity Zones; designated "shovel-ready" sites; or similar areas.
 - d. The project will derive more than 65% of its revenue from foreign exports.
- 10) "Substantially Complete" means that a certificate of occupancy has been issued for the New Improvements.
- 11) "Taxable Year" means the year in which property taxes incurred in the Assessment Year are payable.
- 12) "Zone Administrator" means the Administrator as defined in section 5 above.

B. Property Tax Abatement for Retail Projects.

- 1) A Retail Project is eligible to receive a three-year property tax abatement from the applicable Designating Unit of Government in the following amounts:
- a. for the first Taxable Year: 100% of the Abatement Increment; and
 - b. for the second Taxable Year: 75% of the Abatement Increment; and
 - c. for the third Taxable Year: 50% of the Abatement Increment.

- 2) The property tax abatement under this section will begin on the first Taxable Year that follows the first Assessment Year in which the Substantially-Complete New Improvements have been assessed.
- 3) In no event shall any abatement of property taxes on any parcel exceed the amount attributable to the construction of the improvements or the renovation or rehabilitation of existing improvements on such parcel.
- 4) The property tax abatement under this section will terminate on the earlier of (i) the completion of the third Taxable Year after the property tax abatement is awarded or (ii) the termination or decertification of the Zone.

C. Property Tax Abatement for Non-Retail Projects:

- 1) A Non-Retail Project is eligible to receive a five-year property tax abatement from the applicable Designating Unit of Government in the following amounts:
 - a. for the first Taxable Year: 100% of the Abatement Increment; and
 - b. for the second Taxable Year: 80% of the Abatement Increment; and
 - c. for the third Taxable Year: 60% of the Abatement Increment; and
 - d. for the fourth Taxable Year: 40% of the Abatement Increment; and
 - e. for the fifth Taxable year: 20% of the Abatement Increment.
- 2) The property tax abatement under this section will begin on the first Taxable Year that follows the first Assessment Year in which the Substantially-Complete New Improvements have been assessed.
- 3) In no event shall any abatement of property taxes on any parcel exceed the amount attributable to the construction of the improvements or the renovation or rehabilitation of existing improvements on such parcel.
- 4) The property tax abatement under this section will terminate on the earlier of (i) the completion of the fifth Taxable Year after the abatement is awarded or (ii) the termination or decertification of the Zone.

D. Additional Non-Retail Project Economic Development Incentive Payment.

- 1) For each year, after the first, that a Non-Retail Project receives a property tax abatement under section 8(C), that project is also eligible to receive an additional economic-development incentive payment from each Designating Unit in which the project is located if that project meets one or more of the following criteria:
 - a. At least 80% of the workers hired to construct or renovate the New Improvements had their primary residence in McLean County or Ford County at the time of the construction or renovation and completed a Department of Labor Industry-Recognized Apprenticeship Program.

- b. At least 80% of the new employees hired as full-time employees by the company as a result of the project have their primary residence in McLean County or Ford County.
 - c. Of the new employees hired as full-time employees as a result of the project, the company will hire women and minorities at a rate that is 120% of the average women and minority workers compared to total workers, as defined by the U.S. Census Bureau, for the county in which the project is located.
 - d. The company will create and maintain an apprenticeship program that involves Heartland Community College or one or more of the secondary school districts in either McLean County or Ford County.
 - 2) The amount of the incentive payment in any Taxable Year will be the lesser of:
 - a. An amount equal to 20% of the Abatement Increment for that Designating Unit for each of the criteria met under section 8(D)(1); or
 - b. An amount that, when added to the amount of the property tax abatement for that Taxable Year under section 8(C), is equal to 100% of the Abatement Increment for that Designating Unit.
 - 3) Each Designating Unit making an incentive payment under this section 8(D) shall pay the incentive payment from its general revenues or other authorized funds. The incentive payment will be paid in one or more installments during the Taxable Year in which the incentive is due.
- E. Property Tax Abatement for Significant Impact Businesses.
- 1) An eligible Significant Impact Business is eligible to receive a five-year property tax abatement from the applicable Designating Unit. The amount of the abatement will be 100% of the Abatement Increment for that Taxing District for each Taxable Year in the Abatement Period.
 - 2) The abatement under this section will begin on the first Taxable Year that follows the first Assessment Year in which the Substantially-Complete New Improvements have been assessed.
 - 3) The abatement under this Section will terminate on the earlier of (i) the completion of the fifth Taxable Year after the abatement is awarded or (ii) the termination or decertification of the Zone.
 - 4) A Significant Impact Business that receives an abatement under this Section may not receive any other abatement under this IGA.

- F. Restrictions. No abatement may be granted for any Abatement Increment attributed to any of the following:
- 1) Residential development.
 - 2) Self-storage facilities or mini warehouse facilities.
 - 3) Automotive service stations.
 - 4) car wash facilities.
 - 5) Commodity scrap processing.
 - 6) Convenience food and beverage store.
 - 7) Gasoline station.
 - 8) Package liquor store.
 - 9) Recycling facility.
 - 10) Cash advance lender, pay-day lender, title-loan lender, or similar project.
 - 11) Any cannabis facility authorized under the Compassionate Use of Medical Cannabis Program Act or under the Cannabis Regulation and Tax Act.
 - 12) Any adult-entertainment venue, including adult bookstores.
 - 13) Wind or solar energy project.
- G. TIF Districts. No project may receive an abatement under this IGA if it is located within a project redevelopment area created under the Tax Increment Allocation Redevelopment Act (65 ILCS 5/74.4-1 et seq.)
- H. Limits on relocation.
- 1) No project may receive an abatement under this IGA if that project terminates operation in one Designating Unit and initiates operations in another Designating Unit unless the Zone Administrator finds that the terminated location contained inadequate space, had become economically obsolete, or was no longer a viable location for the project.
 - 2) For the purpose of this section, of this paragraph, termination means a closing of a project that is directly related to the opening of the same operation or like project owned or operated by more than 50% of the original ownership.
- I. Library levies. Taxes levied by a municipality for a public library under the Illinois Local Library Act (75 ILCS 5/) will not be abated under this IGA unless that public library agrees to abate by separate resolution.

J. Local Labor requirements.

- 1) If the costs for the New Improvements will exceed \$4 million, then to be eligible for an abatement under this IGA, the Grantee must submit a Local-Labor plan to the EDC before the construction or renovation of the improvements. The Local-Labor plan must provide for:
 - a. The equitable opportunity for local labor contractors with apprenticeship programs to submit bids for the skilled craft work required for the New Improvements.
 - b. The planned use of at least 80% Local Labor by any non-local contractor who is awarded work related to the New Improvements.
- 2) The Zone Administrator may waive the requirement for a Local-Labor plan if the Grantee can show that any or all of the following conditions apply:
 - a. Certain required skilled resources are not sufficiently available in the Local Labor Market Area.
 - b. An awarded bid to a lower cost resource provider requires the use of non-Local Labor in order to meet bid requirements.
 - c. The requirement for the use of Local Labor would be prohibited by any applicable government-funding requirements or would otherwise be unlawful.
- 3) For the purpose of this section "Local Labor" means any worker whose primary residence is located within the Local Labor Market Area as established for the Bloomington Normal Enterprise Zone application.

K. Application.

- 1) All Grantees requesting an abatement under this IGA must apply to the Zone Administrator. The applications must be in the form and manner determined by the Zone Administrator.
- 2) The Zone Administrator will evaluate all applications and determine whether the project meets the requirements for the abatement.
- 3) The Zone Administrator shall notify each party whether an application is approved or denied.

Section 9. PERFORMANCE MONITORING PROCESS

- A. The Zone Administrator is hereby authorized to execute the incentive agreement on behalf of each Designating Unit and Participating Taxing Body. Before receiving any abatement or incentive under section 8, each Grantee must execute a incentive agreement with each Designating Unit providing the incentive. This incentive agreement will outline the projected number of jobs to be created or retained by the Project and the capital investment for the Project. The incentive agreement must require the Grantee to maintain a

minimum of 80% of the employment levels at that location as described in the incentive agreement for the Abatement Period. At the discretion of the Zone Administrator, with the advice of the Enterprise Zone Advisory Board, failure to maintain the required employment levels may result in the immediate termination of remaining abatement or the repayment of previously received incentives.

- B. The Zone Administrator will annually monitor the performance of the Grantee in order to ensure compliance with the incentive agreement.
- C. The Zone Administrator shall inform the Grantee of required enterprise zone-related, State of Illinois reporting requirements. Failure to report Enterprise Zone benefits as required by the Illinois Department of Revenue or other state agencies may result in termination of all locally designated Bloomington Normal Enterprise Zone benefits.
- D. As set forth in this subsection, the Zone Administrator, with advice of the Enterprise Zone Advisory Board may waive enforcement of any performance measures outlined in the incentive agreement if the Grantee to maintains a minimum of 80% of the employment levels at that location as described in the incentive agreement for the Abatement Period. If the Grantee falls below the 80% employment level the Zone Administrator, with advice of the Enterprise Zone Advisory Board and after the notice required below, may waive enforcement of any performance measures outlined in the incentive agreement based on a finding that the waiver is necessary to avert an imminent, demonstrable and material hardship to the entity that may result in such entity's insolvency or discharge of workers. Before any such waiver, the Zone Administrator must give at least thirty (30) days written notice to the taxing bodies where the Grantee's project is located. The Zone Administrator may proceed with the proposed waiver so long as none of the taxing bodies send notice back objecting to the waiver. The top administrative official of each taxing body is empowered to determine whether an objection should be made on behalf of his or her taxing body and are authorized to provide notice of any objections.
- E. The Zone Administrator shall be responsible for enforcing all executed incentive agreements and taking actions to enforce and/or terminate said incentive agreements for default, upon the advice and consent of the Enterprise Zone Advisory Board.

Section 10. LIMITS ON TAX OBJECTIONS. Grantee may not file a tax objection or protest to reduce the amount of property taxes incurred on the project property receiving an abatement under this IGA during the Abatement Period. If any such objection or protest is filed, then the abatement will immediately terminate and the abatement and/or grant claw back procedures under Section 9 will apply.

Section 11. TERM. This IGA, as amended, becomes effective on the date of its execution by all Designating Units of Government and upon approval and certification by the Illinois Department of Commerce and Economic Opportunity, according to law. This IGA, as amended, will remain in effect until the termination or decertification of the Zone.

The parties are signing this agreement as of the date set forth in the Introductory clause.

County of Ford

By: _____
County Board Chairman

ATTEST:

By: _____
County Clerk

City of Bloomington

By: _____
Mayor

ATTEST:

By: _____
City Clerk

Town of Normal

By: _____
Town President

ATTEST:

By: _____
Town Clerk

County of McLean

By: _____
County Board Chairman

ATTEST:

By: _____
County Clerk

City of Gibson City

By: _____
Mayor

ATTEST:

By: _____
City Clerk

**EXHIBIT A
ZONE PROPERTY**

DRAFT



REGULAR AGENDA ITEM NO. 8.B

FOR COUNCIL: July 26, 2021

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Presentation of information regarding planned infrastructure projects and other initiatives related to the recent storm discussion, as requested by the Administration Department.

RECOMMENDED MOTION:

None; presentation only.

STRATEGIC PLAN LINK:

- Goal 4. Strong Neighborhoods
- Goal 2. Upgrade City Infrastructure and Facilities
- Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

- Objective 4e. Strong partnership with residents and neighborhood associations
- Objective 2c. Functional, well maintained sewer collection system
- Objective 2b. Quality water for the long term
- Objective 1d. City services delivered in the most cost-effective, efficient manner
- Objective 1a. Budget with adequate resources to support defined services and level of services

BACKGROUND: This presentation is in support of Council's request to have regular updates about the recent storm events. The goal is to ensure that Council has all relevant information to be able to make an informed decision on how to proceed with planned infrastructure improvements and other projects.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.7

Respectfully submitted for Council consideration.

Prepared by: Amanda Stutsman, Deputy Clerk

Reviewed by:



Billy Ryus, Deputy City Manager

7/22/2021



Tara Henry, Legislative Assistant

7/22/2021

Recommended by:



Tim Gleason, City Manager