



**CITY OF
BLOOMINGTON
COUNCIL MEETING
MAY 23, 2022**



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

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

PUBLIC COMMENT

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

CONSENT AGENDA

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

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

PUBLIC HEARING

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

REGULAR AGENDA

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

MAYOR AND COUNCIL MEMBERS

Mayor - Mboka Mwilambwe

City Council Members

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

City Manager - Tim Gleason

Deputy City Manager - Billy Tyus

CITY LOGO DESIGN RATIONALE

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

MISSION, VISION, AND VALUE STATEMENT

MISSION

To Lead, Serve and Uplift the
City of Bloomington

VISION

A Jewel of the Midwest Cities

VALUES

Service-Centered,
Results-Driven,
Inclusive

STRATEGIC PLAN GOALS

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

AGENDA



REGULAR SESSION CITY COUNCIL MEETING AGENDA
GOVERNMENT CENTER CHAMBERS, 4TH FLOOR, ROOM #400
115 E. WASHINGTON STREET, BLOOMINGTON, IL 61701
MONDAY, MAY 23, 2022, 6:00 P.M.

1. Call to Order
2. Pledge of Allegiance to the Flag
3. Remain Standing for a Moment of Silent Prayer and/or Reflection
4. Roll Call
5. Public Comment

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

6. Recognition/Appointments
7. Consent Agenda

- A. Consideration and action to approve the Minutes of the April 25, 2022 Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*
- B. Consideration and action to approve Bills and Payroll in the amount of \$14,424,127.38, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*
- C. Consideration and action to approve Appointments and Reappointments to Boards & Commissions, as requested by the Administration Department. *(Recommended Motion: The proposed Appointments and Reappointments be approved.)*
- D. Consideration and action to approve the Purchase of a Komatsu WA200-8 Wheel Loader from Roland Machinery, in the amount of \$210,950, using the Sourcewell Contract (#032119-KOM, exp. 5/13/2023), as requested by the Public Works Department. *(Recommended Motion: The proposed Purchase be approved.)*
- E. Consideration and action to approve the Purchase of a Komatsu WA200-8 Wheel Loader from Roland Machinery, in the amount of \$198,850, using the Sourcewell Contract (#032119-KOM, exp. 5/13/2023), as requested by the Public Works Department. *(Recommended Motion: The proposed Purchase be approved.)*

- F. Consideration and action to approve the Purchase of a Bobcat T76 T4 Compact Track Loader from Bobcat of Bloomington, in the amount of \$82,685.58, using the Sourcwell Contract (#040319-CEC, exp. 5/21/2023), as requested by the Public Works Department. *(Recommended Motion: The proposed Purchase be approved.)*
- G. Consideration and action to approve the Purchase of a 2022 Ford F-350 with Dump Body from Morrow Brothers Ford, in the amount of \$54,660, using the State of Illinois Contract (#21-416CMS-BOSS4-P-29479, exp. 11/5/2026), as requested by the Public Works Department and the Parks and Recreation Department. *(Recommended Motion: The proposed Purchase be approved.)*
- H. Consideration and action to approve Updates to the John M. Scott Health Care Commission's By-Laws, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed By-Law updates be approved.)*
- I. Consideration and action on an Ordinance Approving the Purchase of Administrative Services and Stop Loss Insurance from Blue Cross Blue Shield for the City's Self-Funded Health Insurance Plans and Authorizing the Payment of Claims and Approving the Purchase of Life Insurance through Standard Life, as requested by the Human Resources Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- J. Consideration and action on an Ordinance Approving an Amended Preliminary Plan for Cedar Ridge Subdivision for Property Located South of Woodrig Road Between S. Main Street and Breezewood Boulevard, Consisting of 10 Acres More or Less, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- K. Consideration and action on an Ordinance Approving a Zoning Map Amendment from C-1 (Office) District and R3-B (Multi-Family Residence) District to B-2 (Local Commercial) District, for the Property Located at 602 S. Gridley Street, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- L. Consideration and action on an Ordinance Approving a Site Plan and Special Use for a Mini Warehouse and Vehicle Rental Service in the B-1 (General Commercial) District with a Variance, for Property Located at 1225 Holiday Drive, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- M. Consideration and action on an Ordinance Approving a Zoning Map Amendment from B-1 (General Commercial) District to R3-B (Multi-Family Residence) District, for the Property Located at 705 E. Washington Street, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- N. Consideration and action on An Ordinance Denying a Petition for a Zoning Map Amendment from M-1 (Restricted Manufacturing) District, to M-2 (General Manufacturing) District, for the Property Located at 1101 E. Bell Street, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*

- O. Consideration and action to approve a Lake Bloomington Lot Transfer and Petition for Lot 20 in Peoria Point from Lake Bloomington K-20, LLC, to BJ Armstrong, Inc., as requested by the Public Works Department. *(Recommended Motion: The proposed Lot Transfer and Petition be approved.)*

8. Regular Agenda

- A. Consideration and action on an Ordinance Approving a Development Agreement By and Between the City of Bloomington, Illinois and Forgetful Friends, LLC (110 E. Jefferson Street), as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.) (Presentation by Billy Tyus, Deputy City Manager; and Melissa Hon, Economic & Community Development Director, 5 minutes; and City Council discussion, 5 minutes.)*
- B. Consideration and action on an Ordinance Approving a Second Amendment to the Memorandum of Understanding II between the City of Bloomington and Illinois Wesleyan University to Support the Marketing and Redevelopment of the Properties in the 800 Block of North Main Street and Terminating the Listing Agreement with Coldwell Banker Commercial Devonshire Realty, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.) (Presentation by Melissa Hon, Economic & Community Development Director, 5 minutes; and City Council discussion, 5 minutes.)*
- C. Consideration and action to approve the Local 362 Parking Enforcement Contract, as requested by the Human Resources Department and the Facilities Department. *(Recommended Motion: The proposed Agreement be approved.) (Presentation by Tim Gleason, City Manager, 5 minutes; and City Council discussion, 5 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

14. Adjournment

CONSENT AGENDA



CONSENT AGENDA ITEM NO. 7.A

FOR COUNCIL: May 23, 2022

SPONSOR: City Clerk Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Minutes of the April 25, 2022 Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION:

The proposed Minutes be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

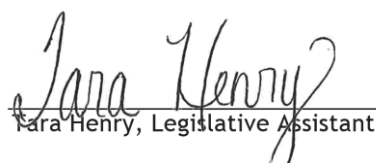
Respectfully submitted for Council consideration.

Prepared by: Amanda Stutsman, Deputy Clerk

Reviewed by:


Leslie Yocum, City Clerk

5/19/2022


Tara Henry, Legislative Assistant

5/19/2022

Attachments:

- CLK 1B DRAFT 04-25-2022 Council Minutes - Regular Session



MINUTES
REGULAR SESSION CITY COUNCIL MEETING
MONDAY, APRIL 25, 2022, 6:00 P.M.

The City Council convened in regular session in the Government Center Chambers at 6:00 p.m., Monday, April 25, 2022. The meeting was called to order by Mayor Mboka Mwilambwe.

Roll Call

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

Leslie Yocum, City Clerk, stated that Council Member Crabill had requested to attend the meeting remotely by phone as he was out of town on business.

Council Member Ward made a motion, seconded by Council Member Boelen, to allow Council Member Crabill to attend the meeting remotely.

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

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

Motion carried.

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

Public Comment

Mayor Mwilambwe read a statement of procedure for public comment. Mrs. Yocum stated that Shannon Ramirez and Denise Balagna had emailed public comment prior to the meeting. The following provided in-person public comment: (1) August Nord; (2) Scott Stimeling; (3) Patrick Hoban; and (4) Vicki Schultz. Linda Brittin had registered to speak, but declined at the meeting.

Recognition/Appointments

A. Proclamation recognizing Arbor Day

Mayor Mwilambwe presented the Proclamation for Arbor Day. Eric Veal, Director of Parks, Recreation, and Cultural Arts, along with David Lamb, City Arborist, accepted the Proclamation. Mr. Lamb recognized the community and City Administration for their

continued support and invited them to attend a tree planting ceremony on April 29, 2022, at Trinity Lutheran School.

B. Recognition of a Boards & Commissions Appointment

Mrs. Yocum recognized the appointment of Gina Lavazza to the Citizens' Beautification Committee.

C. Recognition of and Presentation by the McLean County 2021-22 4H Robotics - PowerSurge Blast Team, who won the Champions Award in a State Competition

The McLean County 2021-2022 4H Robotics PowerSurge-Blast Team #591 members addressed Council. The following team members were present: Sandilya Bhagavatula, Saaketh Bhojanam, Vikhyath Chatrathi, Viswambari Devari, Ayanna Gupta, Dhruv Ravinuthala, Grant Reeser, Greyson Thome, Devanand Chatrathi (Coach), Janet Short (Coach), and Will Short (Coach). The team provided a short, energetic presentation on their project that won them the Champions Award in a recent State competition. They discussed their research and potential solutions for truck driver shortages in the transportation industry and explained how robotics could assist in the supply chain.

Council Member Emig and the Team discussed what surprised them the most about the project.

Council Member Boelen expressed appreciation for their collaboration.

Council Member Urban thanked them and suggested working for a government when they grow up.

A short video was played of the Team's performance at the robotics competition.

Consent Agenda

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

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

Item 7.A. Consideration and action to approve the Minutes of the March 28, 2022, Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 7.B. Consideration and action to approve Bills and Payroll in the amount of \$6,391,871.86, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 7.C. Consideration and action to approve Appointments and Reappointments to Boards & Commissions, as requested by the Administration Department. (Recommended Motion: The proposed Appointments and Reappointments be approved.)

Item 7.D. Consideration and action to approve 1) the Purchase of two (2) 14-Passenger Buses from Midwest Transit Equipment (Bid #2022-35), in the amount of \$202,540, and 2) the Authorization to trade-in the replaced unit, as requested by the Public Works Department and the Parks and Recreation Department. (Recommended Motion: The proposed Purchase and Trade-in be approved.)

Item 7.E. Consideration and action to approve the Purchase of Neptune water meters, related accessories, software licensing, and maintenance for meter reading equipment from Ferguson Enterprises, as a limited source, for the FY23 Water Meter Installation Program, in the amount not to exceed \$1,000,000, as requested by the Public Works Department. (Recommended Motion: The proposed Purchase be approved.)

Item 7.F. Consideration and action to approve the Purchase of a Variable Frequency Drive, from Graybar, in the amount of \$72,989.52, using the Omnia Partners joint purchasing cooperative contract #EV2370, exp. 1/31/2023, as requested by the Public Works Department. (Recommended Motion: The proposed Purchase be approved.)

Item 7.G. Consideration and action to approve the Purchase of a 2022 Ford F-450 with Service Body, from Morrow Brothers Ford, in the amount of \$82,393, using the State of Illinois Contract (#21-416CMS-BOSS4-P-29479, exp. 11/5/2026), as requested by the Public Works Department. (Recommended Motion: The proposed Purchase be approved.)

Item 7.H. Consideration and action to approve the Purchase of a 2022 Ford F-350 with Service Body, from Morrow Brothers Ford, in the amount of \$56,875, using the State of Illinois Contract (# 21-416CMS-BOSS4-P-29479, exp. 11/5/2026), as requested by the Public Works Department. (Recommended Motion: The proposed Purchase be approved.)

Item 7.I. Consideration and action to approve a Contract with Brenntag Mid-South, Inc., as a limited source, for the Purchase of Cationic and Anionic Polymers, in the amount of \$82,700, as requested by the Public Works Department. (Recommended Motion: The proposed Contract be approved.)

Item 7.J. Consideration and action to approve a Contract with Shannon Chemical Corporation for Sodium Hexametaphosphate (Bid #2022-24), in the amount of \$4,334 per ton delivered, as requested by the Public Works Department. (Recommended Motion: The proposed Contract be approved.)

Item 7.K. Consideration and action to approve a Contract with Kemira Water Solutions, Inc., for Ferric Sulphate (Bid #2022-24), in the amount of \$292 per ton, as requested by the Public Works Department. (Recommended Motion: The proposed Contract be approved.)

Item 7.L. Consideration and action to approve a Contract with Linde, Inc., for Carbon Dioxide (Bid #2022-24), in the amount of \$250 per ton, as requested by the Public Works Department. (Recommended Motion: The proposed Contract be approved.)

Item 7.M. Consideration and action to approve a Third Amendment to the Contract with Henson Disposal Inc. for bulk waste disposal for FY 2023, from May 1, 2022, to April 30, 2023, as a limited source, in the amount of \$56.00 per ton, as requested by the Public Works Department. (Recommended Motion: The Third Amendment to the Contract be approved.)

Item 7.N. Consideration and action to approve a one (1) year Contract with PMA Management Corp., with an additional two (2) one-year options to renew for Third - Party Claims Administration Services for Workers Compensation, Property, Auto, Liability and Professional (RFP #2022-21), as requested by the Human Resources Department. (Recommended Motion: The proposed Contract be approved.)

Item 7.O. Consideration and action to approve the Proposal of Insurance and Client Services Agreement with J. Gallagher, in the amount of \$1,269,982 for service from May 1,

2022, through April 30, 2023, as requested by the Human Resources Department. (Recommended Motion: The proposed Agreement and Proposal of Insurance be approved.)

Item 7.P. Consideration and action to approve 1) Removal of the City of Bloomington from the Intergovernmental Personnel Benefit Cooperative (IPBC) risk pooling arrangement which utilizes Blue Cross Blue Shield as the claim administrator and network provider, as of July 1, 2022, and 2) Approval of an insurance broker agreement with Holmes Murphy, as requested by the Human Resources Department. (Recommended Motion: The proposed change to the City's self-funded health insurance (effective July 1, 2022) and broker arrangement be approved.)

Item 7.Q. Consideration and action on a Resolution Authorizing a Change Order for \$30,000 to the Contract Between the City of Bloomington and Bradford Systems Corporation (RFP #2020-38) for the Purpose of Digitizing Records Citywide, as requested by the City Clerk Department. (Recommended Motion: The proposed Resolution be approved.)

Item 7.R. Consideration and action to approve 1) the Third Amendment to the Contract between the City of Bloomington and Alexander Chemical Corporation, for Liquid Chlorine (Bid #2021-21), in the amount of \$1,525 per ton, from May 1, 2022, to April 30, 2023, and 2) an Ordinance Authorizing the Mayor and City Manager to Approve Contract Amendments for Liquid Chlorine through April 30, 2023, as requested by the Public Works Department. (Recommended Motion: The proposed Contract Amendment and Ordinance be approved.)

Item 7.S. Consideration and action 1) on an Ordinance Amending the Budget Ordinance for the Fiscal Year ending April 30, 2022, to utilize fund balance and increase the General Fund budget by \$901,100, and 2) to approve the Purchase of one 2023 E-One All Aluminum 1500 gpm Rescue Pumper/Fire Engine at the cost of \$901,100 from Banner Fire Equipment, through the Houston-Galveston Area Council (H-GAC) joint purchasing group, Contract number FS12-19, exp. 5/31/2022, as requested by the Fire Department. (Recommended Motion: The proposed Ordinance and Purchase be approved.)

Item 7.T. Consideration and action on an Ordinance Approving a Site Plan for a Building Material and Supplies Business in the B-1 (General Commercial) District, for Property Located at 2402 1/2 East Empire Street, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 7.U. Consideration and action on an Ordinance Approving a Site Plan and Variances for a Restaurant in the B-1 (General Commercial) District, for Property Located at 604 IAA Drive, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 7.V. Consideration and action on an Ordinance Approving a Site Plan and Special Use for a Hotel in the B-1 (General Commercial) District, for Property Generally Located at 1032 Wylie Drive, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 7.W. Consideration and action on an Ordinance Authorizing a Construction Contract Between the City of Bloomington and Mid Illinois Mechanical for the Division Street Fire Tube Boiler (Bid #2022-27), in the amount of \$56,235, as requested by the Public Works Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 7.X. Consideration and action on Ordinance Amending Bloomington City Code Chapter 2, Sections 35 and 39 Adding Options for the Reporting Structure of Department Heads, as requested by the Legal Department and the Administration Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 7.Y. Consideration and action on an Ordinance Authorizing a Construction Agreement Between the City of Bloomington and Gildner Inc. for the FY 2023 Sidewalk and Curb Ramp Replacement Program (Bid #2022-28), in the Amount of \$1,070,371.28, as requested by the Public Works Department. (Recommended Motion: The proposed Ordinance be approved.)

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

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

Motion carried.

Public Hearing

A. Public Hearing on a Proposed Annexation Agreement with QuikTrip Corporation for Land Located West of I-55 and South of West Market Street, in McLean County, Illinois, consisting of 80 Acres More or Less, as requested by the Economic & Community Development Department.

i. Call to Order

Mayor Mwilambwe opened the Public Hearing at 6:40 p.m.

ii. Staff Introduction

Kimberly Smith, Assistant Economic & Community Development Director, stated that the proposed agreement up for discussion, if approved, would annex approximately 80 acres into the City. She stated that the 15 acres closest to West Market St. would be zoned B-1 Business District and the remaining 65 acres would remain as agriculture with no immediate plan to develop. She stated that the B-1 zoning would allow for a fueling center and convenience store to be built and noted various improvements included within the development. She stated that the development aligned with the City's Comprehensive Plan and reported that the Planning Commission had recently voted 6:1 to approve the development. She ended by discussing next steps.

iii. Project Overview - QuikTrip

John Pratt, QuikTrip's local legal representative, provided a project update. He discussed the steps QuikTrip had taken to date and noted that QuikTrip had purchased the land without development contingencies with the intent to annex the entire property into the City at one time. He reiterated Mrs. Smith's comments that the majority of the land would remain as agriculture. Mr. Pratt discussed street, sidewalk, and sewer infrastructure installations included in the development that would be added at QuikTrip's expense. He believed the additions would benefit the development and surrounding neighborhoods.

Gwen King, QuikTrip Project Manager, after being sworn in by the City Clerk, provided a quick overview of QuikTrip's business history and thoughts behind the proposed buildings design. She described QuikTrip's culture and brand as one of excellence and reported that QuikTrip ranked #1 out of 45 nationwide chain retailers for cleanliness, friendliness, great

service, merchandise selection, merchandise price, and atmosphere. She stated that QuikTrip was privately owned by family and employees, with no franchises. Mrs. King stated that freshly-made foods would be available along with extensive fresh beverage options. She discussed the multi-million-dollar security system that would be installed and stressed the pride that QuikTrip holds in its brand. She discussed average salaries, hourly wages and benefits, and listed a variety of community impacts QuikTrip travel centers have over truck stops. Mrs. King highlighted QuikTrip's guarantee for quality in all aspects of their business. She provided images of the site plan and development renderings. She commented to concerns of long-term parking that had been received at the Planning Commission meeting and stated that QuikTrip's enforcement plan was to not allow long-term parking at all. She stated that another concern raised had been bright lights shining into neighboring residences and pointed out that a line of trees including many more than requested had been added to address the issue.

iv. Public Input

Mayor Mwilambwe opened the Public Hearing for public input.

Shannon Ramirez, a resident who lives near the proposed development, after being sworn in by the City Clerk, addressed Council. She stated that she had requested 10 trees be installed on the site to shield neighboring homes from lights. She was happy to hear Quiktrip had listened. She stressed that the Westside of Bloomington did not need another fuel station or convenience store. She stated that there were already six fueling stations, three that accommodate semis and allow overnights. She stressed the Westside's need for more homes and for filling jobs already available in the City. She further expressed concern of children being raised near truck stops.

John Lehman, a resident who lives near the proposed development, after being sworn in by the City Clerk, addressed Council. He stated that his issue was with the litter and trash that would result from the truck stop. He expressed multiple concerns in addition to litter, noise, vehicle lights, rain runoff, and the effect on the wildlife.

Denise Balagna, a resident who lives near the proposed development, after being sworn in by the City Clerk, addressed Council. She expressed concerns with overnight parking. She discussed conversations she had with employees of the nearby Pilot Travel Center and Travel Center of America on parking enforcement and the overflow of overnight trucks on side streets.

v. Close Public Hearing

Council Member Montney asked how many locations QuikTrip owns. Mrs. King responded that QuikTrip operates around 900 locations with 10 more remote locations being considered similar to the proposed development. Council Member Montney asked the number of locations that had video gambling. Mrs. King stated that none of the locations had video gambling. Council Member Montney addressed that QuikTrip had previously sought assurances from Council that QuikTrip would receive a video gaming license if the project was developed, which she had voted against. She believed video gaming to be inconsistent with QuikTrip's culture and discussed her research on the effects of video gaming and the trucking industry. She spoke of a 2021 homicide related to video gaming in the City of Bloomington.

Mrs. King stated that she, too, initially had concerns with what video gaming would

mean for QuikTrip's culture, but that QuikTrip planned to test video gaming in Illinois to see how it appealed to those not interested in bar or casino settings. Mrs. King also believed that in order to be competitive in Illinois, video gaming would likely be needed.

Council Member Montney compared Mrs. King's testimony from the Planning Commission to her testimony at Council noting that Mrs. King had initially distanced QuikTrip from truck stops. She asked Mrs. King if her perspective had changed. Mrs. King responded that QuikTrip would be considered a truck stop as defined by the City's Code, but that QuikTrips are travel centers because they do not offer the typical amenities that overnight truckers expect at truck stops. She stated that QuikTrip's position on video gaming is that it's a form of entertainment.

Council Member Montney and Mrs. King then discussed remote locations in Louisiana and their current application status for video gaming. Mrs. King stressed that QuikTrip intended to make a long-term multi-million-dollar investment in Bloomington and that the decision was based on years of analysis, a year working with City staff, and on current and future growth they see for Bloomington. Council Member Montney asked if QuikTrip would continue their development if a video gaming was not awarded. Mrs. King stated she could not say for sure, but that it would impact figures in their analysis.

Council Member Emig asked if other remote locations had concerns similar to those provided by the public and if QuikTrip had been able to mitigate those concerns. Mrs. King responded that one location in the St. Louis area was comparable on overnight parking. She talked about how she had worked with the community to determine the source of a noise issue and remedy it. She reminded Council that with Bloomington's proposed site, QuikTrip would continue to farm the remaining 65 acres until development was later planned. She noted that QuikTrip would entertain proposals to develop housing on that land as well. She pointed out that while requests for trees had been to add 10 evergreen trees, QuikTrip had decided to add 25 to further improve help shield the neighborhood from light and add to the aesthetics. She mentioned a fence was also being added to keep trash from blowing into the neighborhood.

Council Member Emig asked if City staff could speak to the projected costs to maintain the development infrastructure. Mrs. Smith stated that preliminary data showed less than \$23,000 annually. Mrs. King stated that maintenance costs were hard to predict, but that QuikTrip planning to install \$1.6 to \$2.7 million in City infrastructure.

Council Member Ward asked the expected revenues from fuel and food and beverage taxes. Mrs. King stated that, on average, QuikTrip locations contributed over \$1 million annually in state and local taxes.

Council Member Crabill and Mrs. Smith discussed procedures for additional development on the acres dedicated to agriculture. Council Member Crabill asked if the proposed infrastructure would aid in residential development. Mrs. King responded that, if the area were developed into residential housing, the developer would need to continue infrastructure through Wylie Dr. and JC Parkway to the development.

Mayor Mwilambwe closed the Public Hearing at 7:34 p.m.

Regular Agenda

The following item was presented:

Item 9.A. Consideration and action on a Resolution Approving an Annexation Agreement with QuikTrip Corporation for Land Located West of I-55 and South of West Market Street, in McLean County, Illinois, consisting of 80 Acres More or Less, as requested by the Economic & Community Development Department.

City Manager, Tim Gleason, explained that Items 9.A. through 9.D. all pertained to QuikTrip. He stated that while City staff recommended the support and approval of the four items, he commended the neighborhood for their advocacy. He thanked staff, the Planning Commission, and Council for their detailed work on the project. He thanked QuikTrip for their additional accommodations made in light of public input.

Mrs. Smith explained that, with the Public Hearing closed, no additional evidence would be taken.

Jeff Jurgens, Corporation Counsel, stated that staff recommended that the motion be approved as amended, which would add *"as defined in Chapter 7 Article 13 of the City Code including as either a regular truck stop or a large truck stop"* to Section 9 of the Agreement.

Council Member Montney and Mr. Jurgens discussed procedure.

Council Member Crumpler made a motion, seconded by Council Member Urban, that the proposed Resolution be approved as amended.

Council Member Emig stated that while she saw many positives in the development and hoped it would bring residential development, she would not support the current motion due to the public concerns expressed.

Council Member Montney agreed that there were many positives, but expressed additional concerns with the analysis used to evaluate business development opportunities. She believed City staff needed to implement standard expectations and analysis when the City was agreeing to take on responsibilities relating to infrastructure. She expressed concern with comments made by the Planning Commission's Chairperson.

Council Member Boelen agreed with Council Member Montney's comments about more detailed cost benefit analysis. She noted that green infrastructure would be implemented and maintained by the developer. She supported the Item.

Council Member Urban expressed support of the Item and Council having an additional conversation about video gaming waitlisted establishments. City Manager Gleason stated that, if Council desired, video gaming could be an item on May's Committee of the Whole.

Council Member Crumpler expressed support of the Item to grow the motor fuel tax fund for road maintenance. He highlighted infrastructure to be paid for by QuikTrip.

Council Member Ward supported the Item, recognizing the neighborhood's concerns, as well as her own concern with video gaming. She stated that she supported the Item because it funded road infrastructure and because video gaming revenue could be used in creative ways to help the community. She then called the question and Mayor Mwilambwe recognized her call of the question.

Council Member Montney asked for additional information on the condition that video

gaming revenue could be used in creative ways. City Manager Gleason stated that no agreement had been finalized, but that video gaming revenue would be part of a conversation on revenue streams to be discussed at the Council Retreat in late summer.

Mrs. Yocum confirmed the motion with Council Member Crumpler and Urban.

Mr. Jurgens informed Mayor Mwilambwe of procedure to approve an annexation and reminded him that, he too, would need to vote.

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

AYES: Boelen, Montney, Becker, Urban, Ward, Crabill, Crumpler, Mwilambwe

NAYS: Emig

Motion carried.

The following item was presented:

Item 9.B. Consideration and action on 1) an Ordinance Approving the Annexation of Land Located West of I-55 and South of West Market Street, in McLean County, Illinois, Consisting of 80 Acres More or Less (a/k/a QuikTrip-Thompson Addition) to the City of Bloomington, McLean County, Illinois and 2) an Ordinance Providing for a Zoning Map Amendment for Annexed Property to B-1 (General Commercial) District and A (Agricultural) District Zoning, as requested by the Economic & Community Development Department.

Mrs. Smith explained the Annexation would bring the property into the City.

Council Member Emig made a motion, seconded by Council Member Becker, that the proposed Ordinances be approved.

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

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

Motion carried.

The following item was presented:

Item 9.C. Consideration and action on an Ordinance Approving a Preliminary Plan for Property Located West of I-55 and South of West Market Street, in McLean County, Illinois, consisting of 80 Acres More or Less (a/k/a QuikTrip-Thompson Addition) to the City of Bloomington, McLean County, Illinois, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

Mrs. Smith explained that the preliminary plan showed the intent of the development.

Council Member Boelen made a motion, seconded by Council Member Urban, that the proposed Ordinance be approved.

Council Member Boelen asked for additional information on road structures. Mrs. Smith responded that roads would be determined based on the development, and that the final plat would come before Council for final approval.

Mrs. King stated that QuikTrip would only develop roads that connect.

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

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

Motion carried.

The following item was presented:

Item 9.D. Consideration and action on an Ordinance Approving a Site Plan for a Vehicle Fueling Station in the B-1 (General Commercial) District, for Property Located West of I-55 and South of West Market Street, in McLean County, Illinois, consisting of 80 Acres More or Less (a/k/a QuikTrip-Thompson Addition) to the City of Bloomington, McLean County, Illinois, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

Mrs. Smith explained that the Legislative Site Plan must be approved contingent on the approval of the final plat.

Mr. Jurgens explained that the Ordinance already outlined the requirements, so the recommended motion did not require an amendment.

Council Member Urban made a motion, seconded by Council Member Crumpler, that the proposed Ordinance be approved.

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

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

Motion carried.

Mrs. King thanked the Planning Commission, City staff, and Council for all of their time and consideration. She also thanked residents involved for their contributions emphasizing it challenged QuikTrip to be better partners.

The following item was presented:

Item 9.E. Consideration and action on an Ordinance Approving the Development Agreement By and Between the City of Bloomington, Illinois and Toastman Group II, Inc (Egg Republic - 511 Chancellor Drive), as requested by the Economic & Community Development Department.

City Manager Gleason stated that the Agreement was the result of efforts by Economic & Community Development.

Melissa Hon, Director of Economic & Community Development, addressed Council and explained the Item. She stated that the developer would redevelop the property investing \$792,000 in interior and exterior renovations, as well as creating approximately 25 new jobs, including 15 full-time positions. She explained that the developer demonstrated a financial gap and, as a result, the proposed Agreement would rebate 50% of the municipal tax and food and beverage tax. She noted the site had been vacant since 2018 and was not generating revenue. She explained that the proposed Agreement would be fulfilled after the total reimbursement reached 20% of the overall project cost (\$158,500) or at the end of a five-year term (August 31, 2027), whichever came first. Mrs. Hon confirmed that the Agreement aligned with the City's Strategic Goals.

Council Member Boelen confirmed the investment into the property that would result, as well as the rebate over five years.

Council Member Crabill asked if others had expressed interest in the property. Mrs. Hon was not aware of any other interested parties. Council Member Crabill mentioned a previous conversation that he and Mrs. Hon had regarding staff's recommendation for the incentive. Mrs. Hon confirmed that any developer could apply for incentives. Council Member Crabill and Mrs. Hon discussed potential for the rebate to paid off before the five-year date.

Council Member Crabill made a motion, seconded by Council Member Crumpler, that the proposed Ordinance and Agreement be approved.

Council Member Montney suggested that the City use the standardized incentive packages the Bloomington-Normal Economic Development Council had put together.

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

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

Motion carried.

The following item was presented:

Item 9.F. Consideration and action to approve a Contract with Donohue and Associates, Inc., for Systemwide Potable Water Distribution Improvements Preliminary Design, in the amount of \$1,497,400, as requested by the Public Works Department.

City Manager Gleason provided a brief overview of the Item.

Kevin Kothe, Public Works Director, addressed Council. He discussed the project to date. He stated that the improvements were needed to enable the City to continue to provide safe drinking water to residents. He provided maps that displayed the City's growth over time, as well as potential future growth, and the amount of water used annually throughout the City. He explained how staff had determined where to place the new pump station in order to serve the City's current population and that of the future. He went on to discuss proposed system-wide changes to improve water quality and water pressure Citywide. He concluded his presentation by listing multiple benefits, as well as next steps.

City Manager Gleason addressed the high dollar investment and that it would take about 10 years to complete. He highlighted additional benefits.

Council Member Boelen made a motion, seconded by Council Member Becker, that the proposed Contract be approved.

Council Member Boelen asked if the plan considered potential developments of the West and Southwest side of the City. Mr. Kothe confirmed that it did.

Council Member Crabill asked if the placement of a Northeast station would encourage sprawl to the Northeast. Mr. Kothe stated that it would provide service for the current demand, but would not cover additional sprawl. They then discussed the Water Rate Study and its progress. Council Member Crabill expressed an interest in changing City practices for water rates to encourage less water use. He explained current practice as the

more water used, the less the rate. He supported reversing that practice to promote less use and to aid those who struggled to pay bills.

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

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

Motion carried.

The following item was presented:

Item 9.G. Consideration and action on an Ordinance Approving the Development Agreement By and Between the City of Bloomington, McLean County, Illinois and 102 South East, LLC for the Redevelopment of CII East and Authorizing the City Manager to Execute a Tax Rebate Agreement Between Bloomington Public School District 87, the City, and 102 South East, LLC, as requested by the Administration Department.

City Manager Gleason stated that the Agreement would allow a prominent and successful developer in the community to redevelop the CII East property, which had fallen into a state of disrepair. He stated that the Agreement was contingent upon approval by School District 87. He thanked Deputy City Manager, Billy Tyus, for his work on the project.

Mr. Tyus briefly discussed the history of the property. He stated that the developer planned to invest \$4 million dollars into the decaying property, creating eight apartments and four short-term rental properties, as well as approximately 5,000 square feet of commercial space. He discussed the proposed abatement of the City's incremental property taxes over 15 years and noted that the School District would also consider an incremental abatement of their property taxes over 12 years. He stated that, if approved, the City would also agree to cover a portion of District 87's costs to educate students if students resided in the building.

Council Member Crumpler supported the Item. He asked if the Developer was required to use local unions to complete the project. Deputy City Manager Tyus responded that while no requirement was listed in the Agreement, the Developer intended to bid out the project.

Council Member Boelen and Deputy City Manager discussed the Developer's responsibility to lease the building. She then asked about consequences if the project did not follow the Agreement. Deputy City Manager Tyus confirmed that terms were included requiring the Developer to prove his investment and develop according to the Agreement.

Council Member Becker shared comments he received in that the proposed incentives built confidence that the City was committed to infill and expand Bloomington.

Council Member Becker made a motion, seconded by Council Member Montney, that the proposed Ordinance be approved.

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

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

Motion carried.

Finance Director's Report

Mr. Rathbun presented major tax revenues of Fiscal Year ("FY") 2022 and highlighted year-to-date variances, as well as the causes of said variances. He discussed FY22 general fund revenues and expenditures, highlighting key factors and changes to reporting. He went on to discuss the FY22 enterprise fund summary. He assured Council that in light of inflation, staff's core mission was to spend municipal dollars wisely.

Council Member Boelen and Mr. Rathbun discussed how budget cuts in response to COVID-19 had resulted in positive variances to the current budget.

City Manager's Discussion

City Manager Gleason discussed upcoming downtown events and recognized City staff for their work on the items approved at the meeting.

Mayor's Discussion

Mayor Mwilambwe thanked staff for their hard work on preparation for the meeting's heavy agenda. He updated Council and the public on the Ward 1 Council Member appointment process. He stated that he had received 7 applications and would be conducting interviews in coming weeks.

Council Member's Discussion

Council Member Boelen announced the 100th anniversary of the Society of Clinical Pathologist and recognized medical lab professionals aiding physicians.

Council Member Crumpler noted attending the Township's P.O.T.S. Luncheon. He complimented the program and its impact on landfills. He also mentioned attending a Hindu event where his hosts were very generous in educating him on Hindu culture.

Council Member Urban acknowledged feedback received regarding a recent downtown pub crawl. She assured the community that Council and staff would investigate the situation and seek ways to improve similar future events.

Council Member Becker recognized and applauded Police Chief, Jamal Simington, for his creation of the Community Engagement Unit.

Executive Session

No executive session was held.

Adjournment

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

Motion carried (viva voce).

The meeting adjourned at 8:53 p.m.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk



CONSENT AGENDA ITEM NO. 7.B

FOR COUNCIL: May 23, 2022

SPONSOR: Finance Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve Bills and Payroll in the amount of \$14,424,127.38, 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 \$14,424,127.38 (Payroll total \$2,796,400.32, Accounts Payable total \$10,735,226.38, Bank Transfers total \$745,221.96 and Procurement Card Purchases total \$147,278.72).

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Josh Moreland, Support Staff V

Reviewed by:

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

F. Scott Rathbun, Finance Director

5/18/2022

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

Tara Henry, Legislative Assistant & Records Manager

5/19/2022

Attachments:

- FIN 1B Council Finance Summary Report

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
5/11/2022	\$ 2,231,811.65	\$ 564,588.67	\$ 2,796,400.32

Off Cycle Adjustments

PAYROLL TOTAL	\$ 2,796,400.32
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ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
5/23/2022	AP General	\$ 9,661,823.85
	AP JMScott	
5/23/2022	AP Comm Devel	\$ 50,180.65
5/23/2022	AP IHDA	\$ 555.00
5/23/2022	AP Library	\$ 27,737.90
	AP MFT	
5/5/2022-5/17/2022	Out of Cycle	\$ 994,928.98
4/4/2022-5/15/2022	AP Bank Transfers	\$ 745,221.96
	AP TOTAL	\$ 11,480,448.34

PCARDS

Date Range	
3/1/2022-3/31/2022	\$147,278.72

PCARD TOTAL	\$ 147,278.72
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GRAND TOTAL	\$ 14,424,127.38
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Respectfully,

F Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 7.C

FOR COUNCIL: May 23, 2022

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve Appointments and Reappointments to Boards & Commissions, as requested by the Administration Department.

RECOMMENDED MOTION:

The proposed Appointments and Reappointments be approved.

STRATEGIC PLAN LINK:

-Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The Mayor of the City of Bloomington has nominated, and asks your concurrence in the appointments and reappointments of:

Airport Authority Board: Jay Groves to the Airport Authority Board. Jay is being reappointed for a five-year term, effective immediately with an expiration date of 4-30-27. Application is on file in the Administration Office.

Citizens' Beautification Committee: Daniel Freburg to the Citizens' Beautification Committee. Daniel is being reappointed for a three-year term, effective immediately with an expiration date of 4-30-25. Application is on file in the Administration Office.

Historic Preservation Commission: Greg Koos to the Historic Preservation Commission. Greg is being reappointed for a three-year term, effective immediately with an expiration date of 4-30-25. Application is on file in the Administration Office.

John M. Scott Health Care Commission: Catharine Crockett to the John M. Scott Healthcare Commission. Catharine is being reappointed for a three-year term, effective immediately with an expiration date of 4-30-25. Application is on file in the Administration Office.

John M. Scott Health Care Commission: Elaine Hardy to the John M. Scott Healthcare Commission. Elaine is being reappointed for a three-year term, effective immediately with an expiration date of 4-30-25. Application is on file in the Administration Office.

Planning Commission: Jacqueline Beyers to the Planning Commission. Jacqueline is being appointed for a three-year term, effective immediately with an expiration date of 4-30-25. Application is on file in the Administration Office.

Housing Authority Board: Betty Middleton to the Housing Authority Board. Betty is being

reappointed for a five-year term, effective immediately with an expiration date of 4-30-27. Application is on file in the Administration Office.

Police Pension Board: Scott Rathbun to the Police Pension Board. Scott is being reappointed for a two-year term, effective immediately with an expiration date of 4-30-24. Application is on file in the Administration Office.

Technology Commission: Arron Pirtle to the Technology Commission. Arron is being appointed for a three-year term, effective immediately with an expiration date of 4-30-25. Application is on file in the Administration Office.

Technology Commission: Gary Neumayer to the Technology Commission. Gary is being reappointed for a three-year term, effective immediately with an expiration date of 4-30-25. Application is on file in the Administration Office.

Zoning Board of Appeals: Nikki Williams to the Zoning Board of Appeals. Nikki is being reappointed for a three-year term, effective immediately with an expiration date of 4-30-25. Application is on file in the Administration Office.

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

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amy Overton, Executive Assistant

Reviewed by:

A handwritten signature in black ink, appearing to read "B. Ryus 72".

Billy Ryus, Deputy City Manager

5/18/2022

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

Tara Henry, Legislative Assistant

5/18/2022

Attachments:

- ADM 1B Airport Authority Roster
- ADM 1C Citizens Beautification Roster
- ADM 1D Historic Preservation Roster
- ADM 1E John M. Scott Roster
- ADM 1F Planning Commission Roster
- ADM 1G Housing Authority Roster
- ADM 1H Police Pension Roster
- ADM 1I Technology Commission Roster
- ADM 1J Zoning Board of Appeals Roster

Airport Authority Board

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Appointment Date
x		John	Hanson	04/30/23	04/23/18
x		Jay	Groves	04/30/22	04/24/17
		Alan	Sender	04/30/22	03/06/17
		Steve	Denault	04/30/18	09/01/16*
	Vice Chair	J. Jay	Allen	04/30/21	05/28/16
		Beth	Whisman	04/30/19	05/28/14
		Colleen	Kannaday	04/30/20	03/17/15

Citizens' Beautification Committee

Mayor Appointed	Staff/ Chair	First Name	Last Name	Expiration	Year First Appt
x		Sara	Kemp	04/30/24	2018
x	Chair	Robin	VanDermay	04/30/23	2014
x		Becky	Altic	04/30/23	2020
x		Daniel	Freburg	04/30/22	2018
x		Joni	Painter	04/30/24	2021
x				04/30/22	
x		Adriane	Powell	04/30/22	2018
x				04/30/23	
x		Connor	Kaeb	04/30/24	2022
x		Gina	Lavazza	04/30/24	2022
x		Eric	Hansen	04/30/22	2020
x				04/30/22	

Historic Preservation Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt
x		Dawn	Peters	04/30/24	2020
x				04/30/23	
x		Georgene	Chissell	04/30/23	2017
x	Attorney	John	Elterich	04/30/23	2021
x	Chair/Architect	Paul	Scharnett	04/30/23	2017
x		Sherry	Graehling	04/30/22	2012
x	Vice-Chair	Greg	Koos	04/30/22	2020

John M. Scott Health Care Commission

Council Approved	Staff/Chair	Title	First Name	Last Name	Expiration	Appointment Date
X	Underserved Populations	Chair	Karen	Schmidt	04/30/24	06/14/21
X	Finance		Brad	Secord	04/30/24	11/13/18
X	Underserved Pop/Behavioral Hlth		Angie	Chasensky	04/30/23	06/24/20
X	Behavioral Health Care	Dr.	Feli	Sebastian	04/30/23	06/24/20
X	2nd Pres/Primary Health	Dr.	Adam	Houghton	04/30/24	11/13/18
X	Health Care - Dental	Dr.	Colton	Sylvester	04/30/22	08/12/19
X	Grant Administration		Judy	Neubrandner	04/30/23	06/24/20
X	Health Care-Optometry	Dr.	Catharine	Crockett	04/30/22	10/28/19
X	Primary Health Care		Elaine	Hardy	04/30/22	05/13/19
X	Health Care - Underserved		Karen	Stipp	04/30/23	6/24/2020
X	Health Care - Underserved		Kyana	Wilkinson	04/30/24	09/28/20
	Staff Administrator		William	Bessler		

Planning Commission

Mayor Appointed	First Name	Last Name	Expiration	Year First Appt	Appointment Date
x	Brady	Sant Amour	04/30/22	2021	02/22/21
x	David	Stanczak	04/30/22	2012	04/22/19
x	Thomas	Krieger	04/30/23	2017	04/27/20
x	Goverdhan	Galpalli	04/30/24	2022	01/10/22
x	Mark	Muehleck	04/30/23	2017	04/27/20
x	Justin	Boyd	04/30/22	2016	04/22/19
x	Anna	Patino	04/30/23	2022	02/14/22
x	John	Danenberger	04/30/23	2020	04/27/20
x	Tyson	Mohr	04/30/24	2018	04/12/21
x	Benjamin	Muncy	04/30/24	2021	04/12/21

Housing Authority Board

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Appointment Date	Year First Appt
x	Vice Chariman	Arthur	Haynes	04/30/24	04/22/19	2015
x	Chair	Terrence	Koch	04/30/25	04/27/20	2007
x		Torea	Phillips	04/30/25	02/08/21	2021
x		Ina	Perkins	04/30/26	04/12/21	2021
x	Resident	Betty	Middleton	04/30/22	08/12/19	2019
	Contact	Jeremy	Hayes			

Police Pension Board

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt
	Trustee	Ed	Moser	04/30/19	2017
	President	Paul	Swanlund	04/30/20	2015
X	Trustee	Scott	Rathbun	04/30/22	2018
	Secretary	Matthew	Dick	04/30/19	2015
X		Dean	Messinger	04/30/23	2020
	Contact Person/Staff	Scott	Rathbun		

Technology Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Appointment Date
X		Eric	Fisher	04/30/22	09/09/19
X				04/30/22	
X	Chair	Gary	Neumayer	04/30/22	09/09/19
X		Jennifer	Brown	04/30/24	09/09/19
X		Robert	Davis	04/30/24	09/09/19
X		Jacob	Elterich	04/30/23	09/09/19
X		Ravi	Duvvuri	04/30/23	09/09/19

Zoning Board of Appeals

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date
x	Chair	Terry	Ballantini	04/30/24	2018	03/22/21
x		Tyler	Noonan	04/30/23	2019	04/30/20
x				04/30/22		
x		Michael	Straza	04/30/23	2020	4/13/2020
				04/30/23		
x		Victoria	Harris	04/30/23	2017	04/13/20
		Nikki	Williams	04/30/22	2020	07/13/20



CONSENT AGENDA ITEM NO. 7.D

FOR COUNCIL: May 23, 2022

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Purchase of a Komatsu WA200-8 Wheel Loader from Roland Machinery, in the amount of \$210,950, using the Sourcewell Contract (#032119-KOM, exp. 5/13/2023), as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Purchase be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

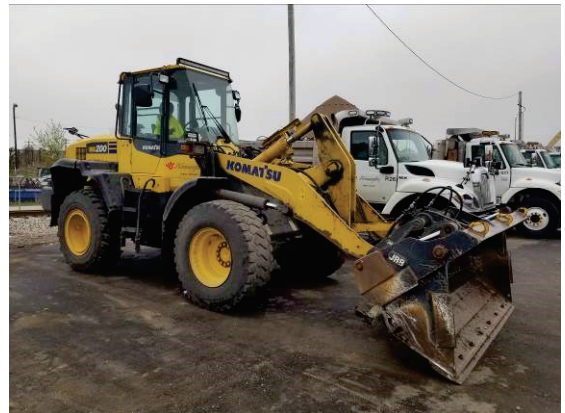
STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Public Works is recommending the approval of the Purchase of a Komatsu WA200-8 Wheel Loader, in the amount of \$210,950, using the Sourcewell Contract #032119-KOM, exp. 5/13/2023.

The Solid Waste Division has Unit R52, which is a 2015 Komatsu WA200-7 wheel loader. The current unit is 7 years old and has 45,970 miles and 8,553 hours of use. The maintenance cost to date is \$91,655.24. Repair issues with this unit have included hydraulic hoses and couplers, tires, lights, cab door, engine oil leak, joystick, center pins and bushings, seat repairs, and bucket repairs.

The unit is used daily for the collection of bulk waste, brush, and leaves in the Citizen Convenience Center and from residents' homes. Wheel loaders are used to remove these materials from residents' yards into dump trucks located on the routes. During snow and ice events, this unit can be used to plow snow, run a snow blower, or load salt into plow trucks. The current unit will be used at the City's burn box to load brush. There was not a dedicated wheel loader available at the time the City started to operate the burn box. This has led to units being pulled from other tasks. This unit will see less wear and lead to lower maintenance cost for this older unit.



This purchase includes a 3-yard grapple bucket to grab brush for the burn box and a set of pallet forks to move pipes, manhole castings, and jersey barriers. These attachments are interchangeable with the other City Komatsu loaders. This purchase also includes extended

Komatsu Care 5-year/6,000-hour Factory Scheduled Maintenance, 5-year/6,000-hour warranty and two complimentary KDPF exchange units for the first 5 years/9,000 hours. This provides for a Komatsu factory-trained technician to perform fluid analysis sampling to monitor for excessive wear or contamination, visual inspections, and all fluid changes required by the manufacturer. The City uses these plans on heavy equipment to provide the maximum uptime of the equipment for the first six years. This has been a standard purchase on heavy equipment.

Seeking to maintain consistency, focus on efficiency, and leverage operational experience of staff, Public Works is recommending the purchase of Komatsu brand wheel loader. The City owns Komatsu brand equipment in several departments, staff is familiar with their operation, existing City-owned attachments are interchangeable with the proposed model, and Fleet stocks replacement and repair parts.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

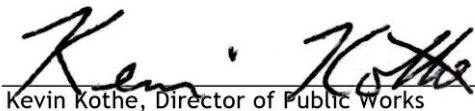
FINANCIAL IMPACT: The Public Works Department has budgeted \$233,584 for the purchase of the wheel loader, grapple bucket, and pallet forks for the Solid Waste Division. The new unit will cost \$210,950. It will be paid for using the Capital Lease-Capital Outlay Equipment Other Than Office account (40110147-72140). Stakeholders can locate this in the FY 2023 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 76 and 80.

COMMUNITY DEVELOPMENT IMPACT: Goal NE-5. Provide more efficient and sustainable municipal solid waste management, Objective NE-5.1. Reduce the amount of waste and toxicity going to the landfill.

Respectfully submitted for Council consideration.

Prepared by: Rob Krones, Superintendent of Fleet Management

Reviewed by:



Kevin Kothe, Director of Public Works

5/12/2022



Carla Murillo, Procurement Manager

5/13/2022



Chris Tomerlin, Budget Manager

5/16/2022



Jeffrey R. Jurgens, Corporation Counsel

5/18/2022



Tara Henry, Legislative Assistant & Records Manager

5/18/2022

Attachments:

- PW 2B Proposal_R52 Wheel Loader Replacement 05232022



05/09/2022
SOURCEWELL CONTRACT#032119-KOM

CITY OF BLOOMINGTON
Rob Krones
P O BOX 3157
BLOOMINGTON IL 61702-3157



Dear Rob,

Thank you for the opportunity to assist with your equipment requirements. Roland Machinery is pleased to make the following offer for your consideration:

2022 KOMATSU WA200-8 Serial #: Hours: 0

- WA200-8 KOMATSU WHEEL LOADER
- KOMATSU HYDRAULIC QUICK COUPLER
- KOMATSU HYDRAULICS FOR QUICK COUPLER
- FENDER KIT, FULL REAR
- BOOM HIGH LIFT
- BKT CYLINDER HIGH LIFT
- PRECLEANER TURBO II (WA270)
- 3-S VLV+ATT EPC+ONE PIPING ON BOOM

On behalf of Roland Machinery, thank you for your consideration of this equipment. We look forward to earning your business. Please contact me with any questions you may have.

Sincerely,

Paul Walters
217-789-7711 office
217-638-3961 mobile



2022 KOMATSU WA200-8

Standard Equipment for Base Machine

Engine and related items:

Air cleaner, dry-type, two stage, radial sealed

Engine shut-off system, electric with key

Engine, KOMATSU SAA4D107E-3, 4 cylinder turbocharged, air to air after cooled, cooled EGR, direct injection Tier 4 Final interim emissions certified, diesel.

Gross HP: 128HP (95.2kW) / 2000 RPM

Net HP: 126HP (94kW) / 2000 RPM (SAEJ1349) ISO / 9249

Net HP: 122HP (91.1kW) / at max speed of hydraulic cooling fan

Exhaust pipe, curved

Fan, auto-reverse, hydraulic driven

KDOC After-Treatment Assembly

Komatsu Auto Idle Shutdown

SCR - Selective Catalytic Reduction aftertreatment with DEF tank and heated lines

Starting aid, intake air preheater type

Electrical system:

Alternator, 90 ampere, 24 volt

Back-up alarm

Batteries, 2 x 12 volt, (92 Ah), (680 CCA)

Battery disconnect switch

Horn, electric

Lights

- Back-up light, rear
- Sealed DT electrical connectors
 - Starting motor, 5.5kW direct electric, 24V
- Stop and tail light
- Turn signal, (2 front, 2 rear) with hazard switch
- Working lights, halogen (2 front, high low beam with indicator, fender mount, 2 rear grill mount)
- Working lights, halogen (2 front) outside of cab mount

Power Train and Controls:

Differentials, torque proportioning, inboard planetary

Parking brake, wet disc type

Service brakes, hydraulic, wet multiple disc type, axle by axle (inboard)

Transmission, hydrostatic, 1 pump, 2 motors, full auto shift with speed range control

Transmission control

- F/R: steering column / loader control lever selectable
- Max speed control: electric, 4 speed F/R
- Traction control: electric, 3 mode

Operator environment:

Cab, (ROPS/FOPS) (installed), includes; adjustable arm rests, cigarette lighter/ashtray,

dome light, electrically heated rear window, air conditioner / heater / defroster / pressurizer, floor mat, front (intermittent) and rear wiper/washer, rearview mirrors '(2 outside, 2 inside), right hand and left hand door access with steps and sunvisor

Hydraulic control, 2 spool (boom/bucket), multi-function mono lever control, with integrated transmission F/R switch and includes integrated third spool proportional switch (3 spool is optional)

Monitor, 7 inch, LCD, color

Radio, AM/FM with speakers and auxiliary jack

Rear view monitor

Seat, heated air suspension type, reclining with armrests (fabric)

Equipment Management Monitoring System (EMMS)

Monitor: Multi-function, 7 inch, LCD, color high-resolution

Warning Message System with Descriptions

Gauges

- Engine water temperature
- Ecology
- Fuel level
- HST oil temperature
- Speedometer / Tachometer

Pilot Lights

- Auxiliary steering (opt)
- Brake oil pressure
- Central warning
- Cooling fan reverse
- DEF Level
- Directional indicator
- ECSS
- Engine pre heater
- Head lamp high beam
- HST Emergency pump drive
- Komtrax message
- Parking brake warning
- Quick coupler lock release (opt)
- Remote Boom Positioner
- Seat belt caution
- Steering oil pressure
- Traction level
- Transmission speed range
- Turn signal
- Work equipment lock warning

Special arrangements:

Ambient Temperature Range, -20°C (-4°F) through +45°C (+113°F) at maximum standard elevation of 2,300 meters (7,546 ft.)

Other Standard Equipment:

Boom kick-out, automatic

Bucket and lift cylinders

Centralized grease banks

Counterweight, standard and additional

Electronically Controlled Suspension System (ECSS)

Fenders, front & partial rear

Hand rails, front, LH & RH

KOMTRAX, Level 5

Lifting eyes

Parallel loader linkage and standard lift boom

Provision for Quick Coupler (mount points for piping, harness for cab switch)

Rims for 20.5-25 tires (4 each)

Vandalism Protection:

- Caplock & cover for fuel tank & hydraulic tank
- Padlocks
- Battery boxes
- Engine hood side panels & rear grill, lockable
- Radiator cap cover (bolted)
- Transfer case oil filler cover

Voltage converter (12 volt, 5 amp x 2)



Seat belt, 3" width, retractable
Steering wheel, tiltable, telescopic

Configuration

WA200-8 KOMATSU WHEEL LOADER
KOMATSU HYDRAULIC QUICK COUPLER
KOMATSU HYDRAULICS FOR QUICK COUPLER
FENDER KIT, FULL REAR
BOOM HIGH LIFT
BKT CYLINDER HIGH LIFT
PRECLEANER TURBO II (WA270)
3-S VLV+ATT EPC+ONE PIPING ON BOOM

Machine Year: 2022

Serial #:

Hours: 0

Attachment

CONSTRUCTION FORKS
AUTO LUBE KIT
GRAPPLE BUCKET W/TOP CLAMPS
17.5 RIMS (2sets of 4)

Warranty

5YR/6,000HR PREMIER WARRANTY
5YR/6,000HR KOMATSU CARE PLUS I

Total Selling Price

Sell Price	\$210,950.00
Sales Tax	\$ 0.00
Sub Total	\$210,950.00
Less Rentals Paid	\$ 0.00
Trade In	\$ 0.00
Doc Fee	\$ 0.00
Other Charges	\$ 0.00
Total Amount Due	\$210,950.00



KomatsuCare

- Tier 4i & Tier 4 final Construction Equipment comes standard at *no additional cost* with complimentary factory scheduled maintenance for the first 3 years or 2,000 hours, whichever occurs first.
- Tier 4i & Tier 4 final construction equipment comes standard with two (2) complimentary KDPF exchange units for the first 5 years/9000 hours.
- If the machine's service location is more than one hour travel time or 75 miles one-way from the nearest authorized Komatsu Distributor branch, an addition charge by the Komatsu Distributor to the customer of _____ per hour and _____ per mile will apply on both segments of the trip, to and from the service location.



Komtrax

- KOMTRAX is both a wireless equipment monitoring system and a secure, web-based, application used for reviewing the data KOMTRAX collects and sends. KOMTRAX not only gives you the power of knowledge, but also the convenience of managing your fleet on the Web, wherever you are. KOMTRAX data is packaged specifically for easy and intuitive analysis in maps, lists, graphs and charts that are ready for viewing at your convenience. KOMTRAX is standard on all Komatsu models and is *absolutely free* for the first 5 years. *That's a \$5,000 value, at no cost to you.*



Terms and Conditions

05/09/2022

*All orders are subject to acceptance by the Seller upon receipt of order at the office of Seller. In the event applicable taxes are not indicated in the quotation, the material quoted will be subject to any applicable taxes at the date of shipment.

*All quotations are subject to change without notice.

*Prices quoted are subject to change to comply with any manufacturer's price change or any changes in taxes imposed by federal, state or local governments between the date of the quotation and date of delivery of items quoted.

*The property herein quoted is guaranteed by manufacturer's warranty only and no warranty, express or implied, is made by the Seller.

*Terms of sales are subject to credit approval.

*Subject to approval, may require down payment.

*Delivery of the material quoted herein is contingent upon strikes, fires, prior sales, government action and other causes unavoidable or beyond control.

This Quotation is valid for 30 days from the date of origination.

Approved by: _____

Date approved: _____

Tim Gleason, City Manager



CONSENT AGENDA ITEM NO. 7.E

FOR COUNCIL: May 23, 2022

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Purchase of a Komatsu WA200-8 Wheel Loader from Roland Machinery, in the amount of \$198,850, using the Sourcewell Contract (#032119-KOM, exp. 5/13/2023), as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Purchase 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 the Purchase of a Komatsu WA200-8 Wheel Loader from Roland Machinery, in the amount of \$198,850, using the Sourcewell Contract #032119-KOM, exp. 5/13/2023.

The Water Transmission and Distribution Division has Unit W41, which is a 2001 John Deere TC54H wheel loader. The current unit is 21 years old and has 64,044 miles and 15,997 hours of use. The maintenance cost to date is \$304,122.35. Since this unit was moved to the Water Division from the Solid Waste Section in 2016, it has accrued \$13,196.94 in maintenance costs. Repair issues with this unit have included hydraulic hoses and fittings, windshield wiper system, fuel system, bucket repairs, final drive fluid change, throttle issues, tires, and steering cylinders rebuild.



It is used daily at the Division Street facility to load gravel and backfill materials and to unload and load supplies and materials for various maintenance and repair activities. This unit is also used by the Parks, Recreation and Cultural Arts Department when grinding logs into mulch.

The new unit will be equipped with a 4-in-1 bucket and can use the pallet forks that were purchased previously. This purchase includes Extended Komatsu Care 5-year/6,000-hour Factory Scheduled Maintenance, 5-year/6,000-hour Warranty and two complimentary KDPF exchange units for the first 5 years/9,000 hours. This provides for a Komatsu factory-trained

technician to perform fluid analysis sampling to monitor for excessive wear or contamination, visual inspections, and all fluid changes required by the manufacturer. The City uses these plans on heavy equipment to provide the maximum uptime of the equipment for the first six years. This has been a standard purchase on heavy equipment.

Staff requests that the replaced unit be declared surplus and sold on a public, online auction. It is estimated to sell for approximately \$5,000.

Seeking to maintain consistency, focus on efficiency, and leverage operational experience of staff, Public Works is recommending the purchase of Komatsu brand wheel loader. The City owns Komatsu brand equipment in several departments, staff is familiar with their operation, existing City-owned attachments are interchangeable with the proposed model, and Fleet stocks replacement and repair parts.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

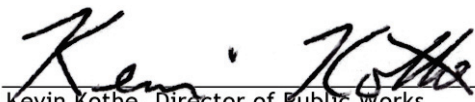
FINANCIAL IMPACT: The Public Works Department has budgeted \$206,045 for the purchase of the wheel loader for the Water Transmission and Distribution Division. The new unit will cost \$198,850. It will be paid for using the Water Transmission and Distribution-Capital Outlay Equipment Other than Office account (50100120-72140). Stakeholders can locate this in the FY 2023 Proposed Budget Book titled “Other Funds & Capital Improvement” on pages 79 and 90.

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: Rob Krones, Superintendent of Fleet Management

Reviewed by:



Kevin Kothe, Director of Public Works

5/12/2022



Carla Murillo, Procurement Manager

5/13/2022



Chris Tomerlin, Budget Manager

5/16/2022



Jeffrey R. Jurgens, Corporation Counsel

5/18/2022



Tara Henry, Legislative Assistant & Records Manager

5/18/2022

Attachments:

- PW 3B Proposal_ W41 Wheel Loader Replacement 05232022



05/09/2022

Quote #: pwalters-1462

SOURCEWELL CONTRACT #032119-KOM

CITY OF BLOOMINGTON

Rob Krones

P O BOX 3157

BLOOMINGTON IL 61702-3157



Dear Rob,

Thank you for the opportunity to assist with your equipment requirements. Roland Machinery is pleased to make the following offer for your consideration:

2022 KOMATSU WA200-8 Serial #: Hours: 0

- WA200-8 KOMATSU WHEEL LOADER
- BOOM - STANDARD
- 2-SPOOL VALVE W/MONO LEVR
- KOMATSU HYDRAULICS FOR QUICK COUPLER
- FENDER KIT, FULL REAR
- BOOM HIGH LIFT
- BKT CYLINDER HIGH LIFT
- PRECLEANER TURBO II (WA270)
- 416 COUPLER - W/O HYD KIT
- 3-S VLV+ATT EPC+ONE PIPING ON BOOM

On behalf of Roland Machinery, thank you for your consideration of this equipment. We look forward to earning your business. Please contact me with any questions you may have.

Sincerely,

Paul Walters
217-789-7711 office
217-638-3961 mobile



2022 KOMATSU WA200-8

Standard Equipment for Base Machine

Engine and related items:

Air cleaner, dry-type, two stage, radial sealed

Engine shut-off system, electric with key

Engine, KOMATSU SAA4D107E-3, 4 cylinder turbocharged, air to air after cooled, cooled EGR, direct injection Tier 4 Final interim emissions certified, diesel.

Gross HP: 128HP (95.2kW) / 2000 RPM

Net HP: 126HP (94kW) / 2000 RPM (SAEJ1349) ISO / 9249

Net HP: 122HP (91.1kW) / at max speed of hydraulic cooling fan

Exhaust pipe, curved

Fan, auto-reverse, hydraulic driven

KDOC After-Treatment Assembly

Komatsu Auto Idle Shutdown

SCR - Selective Catalytic Reduction aftertreatment with DEF tank and heated lines

Starting aid, intake air preheater type

Electrical system:

Alternator, 90 ampere, 24 volt

Back-up alarm

Batteries, 2 x 12 volt, (92 Ah), (680 CCA)

Battery disconnect switch

Horn, electric

Lights

- Back-up light, rear
- Sealed DT electrical connectors
 - Starting motor, 5.5kW direct electric, 24V
- Stop and tail light
- Turn signal, (2 front, 2 rear) with hazard switch
- Working lights, halogen (2 front, high low beam with indicator, fender mount, 2 rear grill mount)
- Working lights, halogen (2 front) outside of cab mount

Power Train and Controls:

Differentials, torque proportioning, inboard planetary

Parking brake, wet disc type

Service brakes, hydraulic, wet multiple disc type, axle by axle (inboard)

Transmission, hydrostatic, 1 pump, 2 motors, full auto shift with speed range control

Transmission control

- F/R: steering column / loader control lever selectable
- Max speed control: electric, 4 speed F/R
- Traction control: electric, 3 mode

Operator environment:

Cab, (ROPS/FOPS) (installed), includes; adjustable arm rests, cigarette lighter/ashtray,

dome light, electrically heated rear window, air conditioner / heater / defroster / pressurizer, floor mat, front (intermittent) and rear wiper/washer, rearview mirrors '(2 outside, 2 inside), right hand and left hand door access with steps and sunvisor

Hydraulic control, 2 spool (boom/bucket), multi-function mono lever control, with integrated transmission F/R switch and includes integrated third spool proportional switch (3 spool is optional)

Monitor, 7 inch, LCD, color

Radio, AM/FM with speakers and auxiliary jack

Rear view monitor

Seat, heated air suspension type, reclining with armrests (fabric)

Equipment Management Monitoring System (EMMS)

Monitor: Multi-function, 7 inch, LCD, color high-resolution

Warning Message System with Descriptions

Gauges

- Engine water temperature
- Ecology
- Fuel level
- HST oil temperature
- Speedometer / Tachometer

Pilot Lights

- Auxiliary steering (opt)
- Brake oil pressure
- Central warning
- Cooling fan reverse
- DEF Level
- Directional indicator
- ECSS
- Engine pre heater
- Head lamp high beam
- HST Emergency pump drive
- Komtrax message
- Parking brake warning
- Quick coupler lock release (opt)
- Remote Boom Positioner
- Seat belt caution
- Steering oil pressure
- Traction level
- Transmission speed range
- Turn signal
- Work equipment lock warning

Special arrangements:

Ambient Temperature Range, -20°C (-4°F) through +45°C (+113°F) at maximum standard elevation of 2,300 meters (7,546 ft.)

Other Standard Equipment:

Boom kick-out, automatic

Bucket and lift cylinders

Centralized grease banks

Counterweight, standard and additional

Electronically Controlled Suspension System (ECSS)

Fenders, front & partial rear

Hand rails, front, LH & RH

KOMTRAX, Level 5

Lifting eyes

Parallel loader linkage and standard lift boom

Provision for Quick Coupler (mount points for piping, harness for cab switch)

Rims for 20.5-25 tires (4 each)

Vandalism Protection:

- Caplock & cover for fuel tank & hydraulic tank
- Padlocks
- Battery boxes
- Engine hood side panels & rear grill, lockable
- Radiator cap cover (bolted)
- Transfer case oil filler cover

Voltage converter (12 volt, 5 amp x 2)



Seat belt, 3" width, retractable
Steering wheel, tiltable, telescopic

Configuration

WA200-8 KOMATSU WHEEL LOADER
BOOM - STANDARD
2-SPOOL VALVE W/MONO LEVR
KOMATSU HYDRAULICS FOR QUICK COUPLER
FENDER KIT, FULL REAR
BOOM HIGH LIFT
BKT CYLINDER HIGH LIFT
PRECLEANER TURBO II (WA270)
416 COUPLER - W/O HYD KIT
3-S VLV+ATT EPC+ONE PIPING ON BOOM

Machine Year: 2022
Serial #:
Hours: 0

Attachment

LUBE KIT
4-N-1 BUCKET
17.5 RIMS

Warranty

5YR/6,000HR KOMATSU CARE PLUS I
5YR/6,000HR PREMIER WARRANTY

Total Selling Price

Sell Price	\$198,850.00
Sales Tax	\$ 0.00
Sub Total	\$198,850.00
Less Rentals Paid	\$ 0.00
Trade In	\$ 0.00
Doc Fee	\$ 0.00
Other Charges	\$ 0.00
Total Amount Due	\$198,850.00



KomatsuCare

- Tier 4i & Tier 4 final Construction Equipment comes standard at *no additional cost* with complimentary factory scheduled maintenance for the first 3 years or 2,000 hours, whichever occurs first.
- Tier 4i & Tier 4 final construction equipment comes standard with two (2) complimentary KDPF exchange units for the first 5 years/9000 hours.
- If the machine's service location is more than one hour travel time or 75 miles one-way from the nearest authorized Komatsu Distributor branch, an addition charge by the Komatsu Distributor to the customer of _____ per hour and _____ per mile will apply on both segments of the trip, to and from the service location.



Komtrax

- KOMTRAX is both a wireless equipment monitoring system and a secure, web-based, application used for reviewing the data KOMTRAX collects and sends. KOMTRAX not only gives you the power of knowledge, but also the convenience of managing your fleet on the Web, wherever you are. KOMTRAX data is packaged specifically for easy and intuitive analysis in maps, lists, graphs and charts that are ready for viewing at your convenience. KOMTRAX is standard on all Komatsu models and is *absolutely free* for the first 5 years. *That's a \$5,000 value, at no cost to you.*



Terms and Conditions

05/09/2022

*All orders are subject to acceptance by the Seller upon receipt of order at the office of Seller. In the event applicable taxes are not indicated in the quotation, the material quoted will be subject to any applicable taxes at the date of shipment.

*All quotations are subject to change without notice.

*Prices quoted are subject to change to comply with any manufacturer's price change or any changes in taxes imposed by federal, state or local governments between the date of the quotation and date of delivery of items quoted.

*The property herein quoted is guaranteed by manufacturer's warranty only and no warranty, express or implied, is made by the Seller.

*Terms of sales are subject to credit approval.

*Subject to approval, may require down payment.

*Delivery of the material quoted herein is contingent upon strikes, fires, prior sales, government action and other causes unavoidable or beyond control.

This Quotation is valid for 30 days from the date of origination.

Approved by: _____

Date Approved: _____

Tim Gleason, City Manager



CONSENT AGENDA ITEM NO. 7.F

FOR COUNCIL: May 23, 2022

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Purchase of a Bobcat T76 T4 Compact Track Loader from Bobcat of Bloomington, in the amount of \$82,685.58, using the Sourcwell Contract (#040319-CEC, exp. 5/21/2023), as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Purchase be approved.

STRATEGIC PLAN LINK:

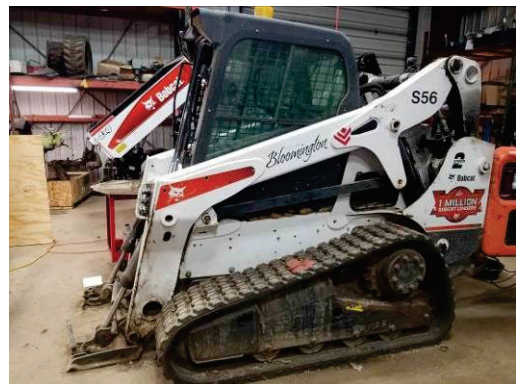
-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

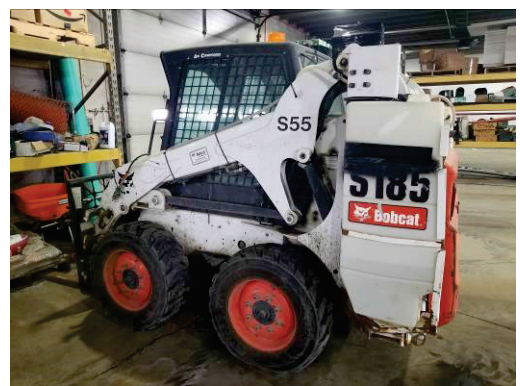
-Objective 1a. Budget with adequate resources to support defined services and level of services

BACKGROUND: Public Works is recommending the approval of the Purchase of a Bobcat T76 T4 Compact Track Loader from Bobcat of Bloomington, in the amount of \$82,685.58, using the Sourcwell Contract #040319-CEC, exp. 5/21/2023.

The new Bobcat would replace a 2014 Bobcat T650 Track Loader which would then be used as a backup. The current unit is 8 years old and has 7,090 hours of use. The maintenance cost to date is \$48,059.38. Repair issues with this unit have included the hydraulic system, bucket and attachment repairs, track replacement, cold planer repairs, pump drive belt, engine emission system, and the door glass. This unit is used for the City's street repair and pothole patching programs. It is used to run a cold planer grinder and sweeper bucket to efficiently remove asphalt to a uniform depth and load the millings onto trucks. It is then used to spread the new asphalt prior to being rolled into place.



The current backup, a 2010 Bobcat S185, Unit S55, and a 24-inch cold planer would be sold at auction. This unit is 12 years old and has 2,041 hours of use. The maintenance cost to date is \$47,783.92. Repair issues with this unit have included tires, attachment electrical, snowplow attachment cylinder, broom attachment hydraulics, door switch, bucket repair,



battery, and HVAC pressure switch. It is estimated to sell for approximately \$13,500.

Seeking to maintain consistency, focus on efficiency, and leverage operational experience of staff, Public Works is recommending the purchase of the Bobcat brand track loader. The City owns Bobcat brand equipment in several Departments, staff is familiar with their operation, existing City owned attachments are interchangeable with the proposed model, and Fleet stocks replacement and repair parts. In addition, Public Works utilized a demonstration unit and was able to determine the proposed model will be able to perform all task desired by the department. Also, it should be noted that the local Bobcat dealer, through the Sourcewell Contract, will be providing the unit.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the unit with a cost of \$82,685.58 will be purchased utilizing the Street Maintenance-Capital Outlay Equipment Other than Office account (10016120-72140). The total budgeted for this item is \$93,080.00.

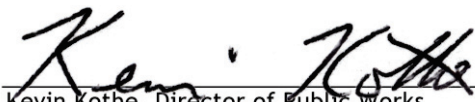
Stakeholders can locate this vehicle in the FY 2023 Proposed Budget Book titled “Budget Overview & General Fund” on pages 247 and the FY 2023 Proposed Budget Book titled “Other Funds & Capital Improvement” on page 78.

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

Respectfully submitted for Council consideration.

Prepared by: Rob Krones, Superintendent of Fleet Management

Reviewed by:



Kevin Kothe, Director of Public Works

5/12/2022



Carla Murillo, Procurement Manager

5/13/2022



Chris Tomerlin, Budget Manager

5/16/2022



Jeffrey R. Jurgens, Corporation Counsel

5/18/2022



Tara Henry, Legislative Assistant & Records Manager

5/19/2022

Attachments:

- PW 4B Proposal_S56 Skid Steer Replacement 05232022



Bobcat

Product Quotation

Quotation Number: MMB-00418v2
Date: 2022-05-05 10:27:44

Customer Name/Address:	Bobcat Delivering Dealer	ORDER TO BE PLACED WITH: Contract Holder/Manufacturer
CITY OF BLOOMINGTON Attn: JOSH FTACEK 109 E OLIVE ST BLOOMINGTON, IL 61701 Phone: (309) 434-2518	Bobcat of Bloomington, Bloomington, IL 13955 CAROLE DRIVE BLOOMINGTON IL 61701 Phone: (309) 820-7543 Fax: (309) 828-7820	Clark Equipment Co dba Bobcat Company 250 E Beaton Dr, West Fargo, ND 58078 Phone: 701-241-8719 Fax: 855-608-0681 Contact: Heather Messmer Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
T76 T4 Bobcat Compact Track Loader	M0371	1	\$52,839.36	\$52,839.36
Premier Package	M0371-P10-C21	1	\$12,810.24	\$12,810.24
Clear Side Enclosed Cab with HVAC	7-Pin Attachment Control			
Sound Reduction	High Flow			
Touch Display with Radio & Bluetooth	Two-Speed			
Heated Cloth Air Ride Suspension Seat	Dual Direction Bucket Positioning			
Premium LED Lights	Automatic Ride Control			
Rear View Camera	Reversing Fan			
Power Bob-Tach				
Sweeper Bucket 72"	7405171	1	\$4,078.92	\$4,078.92
--- R-Series Quick-Tach Water Kit	7434036	1	\$1,826.13	\$1,826.13
--- Nozzle Spray Kit for Water Kit	7113709	1	\$399.64	\$399.64
74" Heavy Duty Bucket	7272680	1	\$1,078.44	\$1,078.44
--- Bolt-On Cutting Edge, 74"	6718007	1	\$302.85	\$302.85
Description	Part No	Qty	Price Ea.	Total
KIT ROOF LIGHT 360 R-SERIES	7425771	1	\$1,400.00	\$1,400.00

Total of Items Quoted	\$74,735.58
Dealer P.D.I.	\$250.00
Freight Charges	\$1,254.00
Dealer Assembly Charges	\$147.00
Other Charges: Material and Logistics	\$6,299.00
Quote Total - US dollars	\$82,685.58

Notes:

**Prices per the Sourcwell Contract #040319-CEC.*

**Terms Net 60 Days. Credit cards accepted.*

**FOB Destination*

**State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.*

**TID# 38-0425350*

****Orders Must Be Placed with: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.***

**Quote valid for 30 days*

ORDER ACCEPTED BY:

SIGNATURE

DATE

PRINT NAME AND TITLE

PURCHASE ORDER NUMBER

DELIVERY ADDRESS: _____

BILLING ADDRESS (if different than Ship To): _____

TAX EXEMPT? _____ **YES** _____ **NO**

Exempt in the State of _____

Tax Exempt ID:

FEDERAL - _____

STATE - _____

Expiration Date: _____

TAX EXEMPT? _____ **YES** _____ **NO**

Exempt in the State of _____

Tax Exempt ID:

FEDERAL - _____

STATE - _____

Expiration Date: _____



CONSENT AGENDA ITEM NO. 7.G

FOR COUNCIL: May 23, 2022

SPONSOR: Public Works Department and Parks and Recreation Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Purchase of a 2022 Ford F-350 with Dump Body from Morrow Brothers Ford, in the amount of \$54,660, using the State of Illinois Contract (#21-416CMS-BOSS4-P-29479, exp. 11/5/2026), as requested by the Public Works Department and the Parks and Recreation Department.

RECOMMENDED MOTION:

The proposed Purchase 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 and the Parks and Recreation Department are recommending the approval of the Purchase of a 2022 Ford F-350 with Dump Body, for use by the Park Maintenance Division of Parks and Recreation, from Morrow Brothers Ford, in the amount of \$54,660, using the State of Illinois Contract #21-416CMS-BOSS4-P-29479, exp. 11/5/2026.

The Parks Maintenance Division of the Parks and Recreation Department has Unit 767, which is a 2008 Ford F-350. The current unit is 14 years old and has 76,283 miles of use. The maintenance cost to date is \$19,205.05. Repair issues with this unit have included chassis and body electrical, dump bed hydraulics, engine oil leak, brakes, tires, air bag system, glow plugs, and engine emissions. It is currently out of service due to high pressure fuel system issues. This unit is normally used daily to haul rock, mulch, and other supplies throughout the City to all parks.



Staff requests that the replaced unit be declared surplus and sold on a public on-line auction. It is estimated to sell for approximately \$2,000.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the vehicle with a cost of \$54,660 will be purchased utilizing the Parks Maintenance-Capital Outlay Licensed Vehicle Cash account (10014110-72130). The total budgeted for this item is \$55,282.

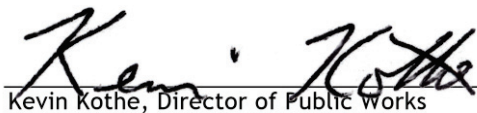
Stakeholders can locate this vehicle in the FY 2023 Proposed Budget Book titled "Budget Overview & General Fund" on pages 162 and the FY 2023 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 77.

COMMUNITY DEVELOPMENT IMPACT: Goal NE-2. Create a park and green space system that protects the environment and provides for a variety of active and passive recreational activities for current and future residents of Bloomington, Objective NE-2.1. Increase the diversity, quality, and quantity of tree cover and greenery throughout the City.

Respectfully submitted for Council consideration.

Prepared by: Rob Krones, Superintendent of Fleet Management

Reviewed by:


Kevin Kothe, Director of Public Works

5/12/2022


Carla Murillo, Procurement Manager

5/13/2022


Chris Tomerlin, Budget Manager

5/16/2022


Jeffrey R. Jurgens, Corporation Counsel

5/18/2022


Tara Henry, Legislative Assistant & Records Manager

5/18/2022

Attachments:

- PR 1B Proposal_ 767 Dump Truck Replacement Memo 05232022



WWW.MORROWBROTHERSFORDINC.COM

1242 Main Street • GREENFIELD IL 62044

(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

May 5, 2022

City of Bloomington
Rob Krones

Truck 767

Pre-Ordered 2022 Ford Super Duty Chassis Cabs

Units are available first come first serve and include the following:

Vinyl 40/20/40 Seating, 6.2L V8 Gasoline Engine, Automatic Transmission
Shift on Fly 4x4, Front Tow Hooks, Hour Meter, Daytime Running Lights
Vinyl Floor Covering, Air Conditioning, AM/FM/MP3 Stereo, Up-Fitter Switches
Bluetooth Hands Free Communications, Power Windows/Locks/Mirrors
Trailer Tow Mirrors w/ Heated Glass, Remote Keyless Entry, Cruise Control
Tilt/Telescoping Steering Column, H.D. Alternator, Dual H.D. Batteries
Limited Slip Rear Axle, H.D. Front & Rear Suspension, All-Terrain Tires
All other standard equipment including the below options:

F 350 4x4 <u>Regular</u> Cab Chassis	\$39,980.00	Exterior Color: White
Running Boards	\$420.00	
Trailer Brake Controller	\$290.00	
9' Steel Dump Body Painted Black	\$11,780.00	
Includes: Receiver Hitch, D-Rings, Trailer Socket		
Fold-Down Sides, Back-Up Alarm	\$770.00	
Whelen 4 Corner LED Warning	\$890.00	
1-Extra Key w/Remote	\$180.00	
Delivery to Bloomington Fleet	<u>\$350.00</u>	
Illinois Government Price	\$54,660.00	

Customer acceptance and approval to order per the above specifications:

Signature: _____

Date: _____

Please submit this form along with your purchase order and a copy of your Illinois Tax Exempt Letter.



CONSENT AGENDA ITEM NO. 7.H

FOR COUNCIL: May 23, 2022

SPONSOR: Economic & Community Development Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve Updates to the John M. Scott Health Care Commission's By-Laws, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION:

The proposed By-Law updates be approved.

STRATEGIC PLAN LINK:

-Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Per the John M. Scott By-Laws, the John M. Scott Health Care Commission ("Commission") is responsible for recommending updates to the By-Laws and other policies to the Trustee for final approval.

On April 27, 2022, the Commission approved several minor updates to the By-Laws based on ideas gathered throughout the previous fiscal year. The updates and revisions focus on operational matters that will assist both the Commission and staff operate the nearly one million dollar grant program. A copy of the proposed By-Laws with tracked changes is included.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: William Bessler, Grant Specialist

Reviewed by:



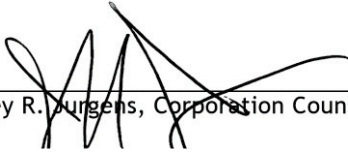
Melissa Hon, Economic and Community Development Director

5/11/2022



Chris Tomertin, Budget Manager

5/13/2022



Jeffrey R. Jurgens, Corporation Counsel

5/18/2022

Attachments:

- E&CD 2B By-Law Updates 05-2022
- E&CD 2C 2022 By-Law Changes Attorney Approval

BY-LAWS OF JOHN M. SCOTT HEALTH CARE COMMISSION

ARTICLE 1: NAME

The name of the organization shall be the John M. Scott Health Care Commission (the "Commission"). The Commission is established under Article V of the John M. Scott Health Care Trust (the "Trust"), as amended.

ARTICLE II: PURPOSE

Section 1: Purpose & Objective.

According to the Trust, as amended (Article 3.1), the objective of the Commission is to advise the Trustee of the John M. Scott Health Care Trust in carrying out the purpose and intent of the Trust to provide grants to financially support organizations and initiatives that prevent illness and promote health and well-being of McLean County residents who have limited access to healthcare or the inability to pay for needed healthcare services.

Section 2: Non-Discrimination.

According to the Trust, as amended (Article 3.2), all grants and activities shall be made and conducted with equality and in a manner that is free from discrimination based on age, race, color, creed, ethnicity, religion, national origin, citizenship, marital status, sex, sexual orientation, gender identity or expression, physical or mental disability, veteran or military status, unfavorable discharge from the military service, criminal record, or any other basis prohibited by federal, state, or local law.

Section 3: Recommendations.

According to the Trust, as amended (Article 5.4), the Commission shall make recommendations on the following to the Trustee:

- A. Bylaws, appointments, annual budget, investment and program policies;
- B. Identification of unmet community needs based on review of existing community assessments;
- C. Allocation of funds to organizations and community initiatives, such as collaboration among organizations, to address unmet needs; and,
- D. Any other such matters as directed by the Trustee from time to time consistent with the intent of the Trust.

Section 4: Methods of Accomplishing the Objective and Purpose.

The Commission shall conduct business based on the principle that unmet healthcare needs exist among the economically disadvantaged residents of McLean County, Illinois. The Commission shall actively participate in selecting and recommending to the Trustee those goals and funding initiatives consistent with the intent of the Trust and as set forth in the Declaration of Trust, as may be amended. In the spirit of a working partnership, the Commission shall specifically work to:

BY-LAWS OF JOHN M. SCOTT HEALTH CARE COMMISSION

- A. Assess the status of the health care of the economically disadvantaged residents of McLean County.
- B. Support organizations and initiatives that are consistent with the intent of the Trust.
- C. Address needs that are underfunded or unfunded by other private and public resources, to accomplish the purpose of the Trust.
- D. Support community initiatives that encourage collaboration among organizations to improve access, quality and cost-effectiveness of services to the economically disadvantaged.

ARTICLE III: DUTIES AND RELATIONSHIPS

Section 1: Membership

The following provisions shall govern the membership of the Commission.

A. According to the Amended Trust, Article 5.2, the Commission shall be comprised of (11) eleven members who are residents of McLean County or individuals employed in said county who are committed to the mission of the Trust, provide the diversity necessary to address the various needs of the local population, and have professional skills to accomplish the objective and purposes of the Trust. At least five health care professionals from multiple disciplines shall be appointed as well as experts in finance, grant administration, and the healthcare of the underserved population. Two of the health care disciplines shall include primary care and mental health. In accordance with the original Last Will & Testament of John M. Scott, one member also shall be appointed to represent Second Presbyterian Church of Bloomington, following recommendation by the Elders of said church.

B. All Commissioners serve at the pleasure of the Trustee. If necessary, after a term expires, a Commissioner may continue to serve as a voting member of the Commission until new appointments are made by the Trustee as a 'holdover officer' in consistency with the Trustee's policy for other boards and commissions.

C. The Commission may appoint from time to time ad hoc members, as deemed necessary for its purposes, such as to enhance skills required for the work of committees. Ad hoc members have no voting rights.

Section 2: Appointments

A. The Commission shall consist of eleven (11) members as designated in Article III, Section 1.A. All Commission member terms, except for those designated by the Declaration of Trust to serve, shall be for three (3) years. A Commissioner may serve more than one term but no more than three consecutive terms, unless such expertise is unavailable from others at the time, as determined by the Trustee and required to meet the objectives and purposes of the trust. Any individual office holder shall also be permitted to serve more than three consecutive terms.

BY-LAWS OF JOHN M. SCOTT HEALTH CARE COMMISSION

B. Any person appointed to fill a vacancy prior to the expiration of the term from a predecessor with the necessary skill set, will be eligible to serve for the remainder of such term and then serve for additional consecutive terms, as designated above.

Section 3: Voting and Conflicts of Interest

A. Each member shall have one vote.

B. Whenever a Commissioner has a financial or personal interest in any matter coming before the body, the member shall a) fully disclose the nature of the interest and b) withdraw from discussion and voting on the matter. The minutes of meetings at which such votes are taken shall record such disclosure, abstention and rationale for approval. A financial interest or affiliation may include, but isn't necessarily limited to, being an employee of an application organization, a volunteer board member of an applicant organization, having an immediate family member that is an employee of an applicant organization, being a donor to an applicant organization, and/or engaging in business transactions with an applicant organization.

Section 4: Removal

Each of the appointed Commission members may be removed by the Trustee for cause on recommendation of the Commission to the Trustee or at the request of the Trustee. The Commission will immediately recommend a replacement based on needed expertise and criteria for membership.

Section 5: Resignation

Any Commission member may resign by giving written notice to the Trustee and to the Commission chairperson. Such resignation shall take effect at the time specified in the written notice.

Section 6: Relationships

A. Trustee: According to the Trust, as amended (Article 5.1), the Bloomington City Council acting in its role as Trustee of the Trust shall appoint by resolution the members of the Commission. The relationship of the Commission to the Trustee will be that of a trusted advisor. The Trustee will retain and exercise final decision making and fiduciary responsibility for administration of the Trust, including Commission membership, policy direction, funding or grant priorities, budgeting and appropriations.

To this end, as advisors, the Commission shall actively search for methods to improve the health care for the underserved, participate in selection of meaningful organizations and initiatives to fund; and recommend to the Trustee to either continue, alter, add, delete funding of current/new organizations and initiatives based on regular evaluation of outcomes and consistent with the intent of the Trust.

B. Staff Administrator: A Staff Administrator shall be appointed by the Trustee to act as the primary administrative resource to the Commission. The Staff Administrator shall:

1. Be a City employee.
2. Be directly responsible for maintaining all administrative and records and files, all

BY-LAWS OF JOHN M. SCOTT HEALTH CARE COMMISSION

financial documents and fiscal management in and for the name of the Trust, the Trustee and the Commission.

3. Be responsible for custody of the annual Court Reports and all formal Trust documents.

4. Be responsible for making the annual Trust Report to the Court, after first presenting said Report to the Commission for review, with final approval by the Trustee

5. Support planning and record keeping related to full Commission meetings.

6. Support the Grants Committee by administrating all grants management process and serving as administrator for related software.

7. Support the Finance Committee to develop a budget based on the City's accounting codes and on the minimum and maximum spending range permitted by the tools used to track investment performance. They will assist the Commission in preparing for and completing an independent, regular audit of financial affairs.

Support the Executive (Nominating) Committee related to the appointment of Commissioners by the Trustee to the Commission.

9. Report at least annually to the Trustee. **This can be accomplished via submission of the annual Court Report.**

10. The Staff Administrator shall be a non-voting member of the Commission and considered to be a representative of the Trustee when so directed.

ARTICLE IV: OFFICERS

Section 1: Officers.

The officers of the Commission shall be Chairperson, Vice-Chairperson, Secretary, and Treasurer.

Section 2: Election of Officers.

Nomination and election of officers shall be made from the floor at any meeting prior to the beginning of the fiscal year. Candidates for each office receiving a simple majority of the membership present (a quorum being necessary), at the specified meeting shall be declared elected and shall serve for one year, or until their successors are elected. No officer shall serve more than three consecutive terms in the same office unless otherwise permitted by vote a majority of the members. Vacancies in offices shall be filled immediately by the election procedure specified above.

Section 3: Duties of the Officers

- A. Chairperson: The Chairperson shall preside at all meetings of membership and appoint committee membership with the approval of said membership. The Chairperson shall chair the Executive Committee.

BY-LAWS OF JOHN M. SCOTT HEALTH CARE COMMISSION

- B. Vice-Chairperson: The Vice-Chairperson shall perform the duties of the Chairperson in the event of their absence, resignation or inability to perform their duties. The Vice-Chair shall chair the Grants Committee.
- C. Secretary: The secretary shall collaborate with the Staff Administrator in recording of minutes at all regular meetings in the absence of the Staff Administrator. The secretary shall also collaborate with the Staff Administrator to ensure that all communications to the public, including through the website, are current and valid.
- D. Treasurer: The treasurer shall provide oversight with the Staff Administrator in all aspects of Trust finances and shall serve as chairperson of the Finance Committee.

ARTICLE V: COMMITTEES

Section 1: Committees.

The Commission shall consist of these standing committees.

- A. Executive Committee
- B. Finance Committee
- C. Grant Committee

Ad Hoc Committees may be created to perform certain specific functions on a temporary basis. These temporary committees will be disbanded when their specific functions have been served.

Section 2: Committee Structure and Duties.

With the exception of the Executive Committee, the number of committee members on each committee shall be subject to Committee needs and concomitant Commissioner expertise.

A. Executive Committee. The Executive Committee shall be chaired by the Commission Chairperson and be comprised of the four officers. The Staff Administrator will provide support to the Executive Committee as needed. The Executive Committee shall serve as a Nominating Committee for new Commissioners, submitting recommendations to the Commission based on criteria established in the Bylaws. ~~The Executive Committee shall annually provide input to the City Manager on the Staff Administrator performance; and other issues that may come before the body from time to time. The Executive Committee shall annually provide input on the Staff Administrator's performance to the Staff Administrator's direct supervisor. Additionally, the Executive Committee shall provide input on other issues that may arise to the Trustee.~~

B. Finance Committee. Finance Committee shall be chaired by the Treasurer and shall be responsible for the following: collaboration with the Staff Administrator on preparation of the annual budget; collaboration with Staff Administrator on the regular independent audit; review of ongoing financial policies and reports; recommendations and reporting to the Commission on the

BY-LAWS OF JOHN M. SCOTT HEALTH CARE COMMISSION

following: investment policies, performance of any outside investment manager, performance foals for the portfolio, and investment developments prior to the budgeting process.

C. Grant Committee. The Grant Committee shall be responsible for recommendations to the Commission on the following: funding policies, community needs, and allocation of grant funds.

ARTICLE VI: MEETINGS

Section 1: Regular Meetings

Regular meetings will be held at least quarterly, complemented by regular and special committee meetings. The Staff Administrator and Chairperson shall prepare the agenda for Commission meetings. Commission members shall submit agenda items to the Chairperson one week prior to the scheduled meeting. The Staff Administrator shall provide all members with the written agenda, or notice of cancellation for these meetings not less than ~~four~~three (3) calendar days in advance of the meetings.

The presiding officer for Commission meetings shall be the Commission Chairperson. If the Commission Chairperson cannot attend the meeting or serve as the presiding officer, the most senior Officer of the Commission present at the meeting shall become the presiding officer for the meeting. The seniority of Commission officers is as follows: Chairperson, Vice-Chairperson, Secretary, and Treasurer. If no Commission Officers are available, the Staff Administrator shall serve as the presiding officer of the meeting. This procedure shall be in effect for all Committee meetings as well.

Section 2: Special Meetings

Special meetings may be called by the Chairperson. The Staff Administrator shall notify all members in the manner directed by the Chairperson in advance of such special meetings. The notice shall specify the purpose of such meeting and no other business may be considered except by unanimous consent of the Commission members.

Section 3: Quorum

A simple majority of current members shall constitute a quorum. A quorum will be necessary to transact official business; however, informal discussion can take place when a quorum is not present. A simple majority vote of the voting members present shall be required to pass motions before the membership.

Section 4: Attendance at Meetings

The Commission can recommend, the Trustee, removal of a member from the Commission when they 1) do not attend the majority of regular Commission of committee meetings during one term year, or 2) are absent without excuse from three (3) consecutive Commission meetings. The Commission can recommend a replacement to continue the former Commissioner's term. The Trustee shall have final approval per Article III, Section 2.

Excused absences shall be defined as absences due to: (1) illness, health condition or medical appointment for the Commissioner or person for whom the Commissioner is legally responsible; (2) family emergency including, but not limited to, a death or illness in the family; (3) religious or cultural

BY-LAWS OF JOHN M. SCOTT HEALTH CARE COMMISSION

purpose including observance of a religious or cultural holiday; (4) planned travel when the Chairperson or Staff Administrator is notified in advance of the absence.

Section 5: Committee Meetings

Committees shall meet regularly as determined by the Committee's Chairperson in collaboration with committee members. The schedule of regular meetings shall be set early in the fiscal year to ensure accomplishment of all committee responsibilities. Minutes of all meetings shall be recorded, and upon approval, filed by the Staff Administrator. Commissioners may also attend Committee meetings other than those to which assigned.

Section 6: Transparency of meetings

The Illinois Open Meetings Act shall not apply to the meetings of the Commission unless otherwise required by law. Notwithstanding, all actions and reporting of the Commission and its committees shall be conducted in a manner to ensure greatest transparency to the public.

Section 7: Virtual Meetings and Email Voting

Meetings may be held virtually assuming all members participating can see and/or hear each other at the same time and methods to seek recognition, submit motions, and determine quorum and vote taking are followed. Members may participate virtually with full voting privileges, as long as all members can see and/or hear each other at the same time and methods to seek recognition, submit motions, and determine quorum and vote taking are followed.

Email voting is permitted if a single item requires immediate attention by the Commission. The Commission Chairperson may request that the Staff Administrator setup an email vote under the following rules. The Staff Administrator shall email all Commissioners, in one email, the item requiring a vote and any supporting documentation. The Commission will then have 48 hours to debate, discuss, make motions, and vote on the item via email. For discussion, motions, or votes to count and be entered as a part of the formal record, they must be in email format and sent to all Commissioners on the email chain.

Section 8: Citizen Participation

In keeping with the spirit and intent of the Trust, the Commission may desire to receive input from concerned citizens, groups and/or agencies regarding unmet health care needs within McLean County. This will be accomplished in the following manner.

1. Scheduled Participation. Any person, group, and/or agency having business, i.e., concerns for unmet health care needs, may speak when prior arrangements to do so have been made with the Chairperson of the Commission or one of its Committees. A specific time to speak will be reserved on the agenda.
2. Unscheduled Participation. Any person, group and/or agency having business, i.e. concerns for unmet health care needs, not having made prior arrangements with the Chairperson to speak before the Commission may be allowed to speak upon passage of a motion to suspend the Rules temporarily to allow citizens to address the Commission.

BY-LAWS OF JOHN M. SCOTT HEALTH CARE COMMISSION

Section 9: Executive Session

An executive session of the board may be called by the Chairperson under the following circumstances: (a) on the advice of legal counsel or the Trustee, (b) to discuss current pending legal matters, (c) to consult with the auditors and consultants, (d) to acquire or dispose of property, (e) to discuss or act on personnel issues, or (f) to address such other matters as the commission deems appropriate. At the option of the Chairperson, or upon majority vote of the commissioners, an executive session of the commission may be called. While in executive session, only commission members and individuals invited by the Chairperson may be present. At the option of the Chairperson, officers and other persons may be excused. Commission members may discuss the business conducted in an executive session only with other commission members, persons present in the executive session by invitation of the Chairperson, and others upon advice of counsel. Those present will be reminded that the executive session deliberations and minutes are confidential.

ARTICLE VII: PARLIAMENTARY AUTHORITY

Section 1: Election to Use Robert's Rules

The Chairperson may but is not required to adopt and use the latest published "Robert's Rules of Order Revised" at any meeting to serve as a guide in so far as is applicable and consistent with these Bylaws.

ARTICLE VIII: FINANCES

Section 1: Funds from the Trust

The Commission may request monies from the Trust or Staff Administrator from the City of Bloomington administration to enable it to adequately carry out its responsibilities, provided such requests are submitted in writing to the Trustee, and are in harmony with the provisions of the Trust itself.

Section 2: Gifts and Donations

As stipulated by the Amended Trust Article 6.4, any gift or donation received by the Commission from either the public or private groups and/or individuals to help them carry out the provisions of the Trust, shall be turned over to the Trustee to be used in accordance with the Trust itself. However, no such gifts or donations shall be received or accepted if conditioned or limited so as to require use for other than the intent and purposes stated in the Trust, unless the Trustee first elects to apply for and receives prior approval from the Court.

ARTICLE IX: INDEMNIFICATION & INSURANCE

Section 1: Indemnification

As permitted by the Amended Trust Article 7.13, the Trustee may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or

BY-LAWS OF JOHN M. SCOTT HEALTH CARE COMMISSION

proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the trust) by reason of the fact that they are or were a member, officer, employee, or agent of the Trust or Commission, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit, or proceeding, if such person acted in good faith and in a manner they reasonably believed to be in, or not opposed to, the best interests of the Commission and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful.

Section 2: Determination of Conduct

Any indemnification under this Article (unless ordered by a court) shall be made by the Trustee only as authorized in the specific case, upon a determination that indemnification of the member, officer, employee, or agent is proper in the circumstances because they have met the applicable standard of conduct set forth in Section 1 of this Article. Such determination shall be made by the Trustee.

Section 3: Insurance

As permitted by the Amended Trust Article 7.12, the Trustee shall, if such coverage is available, purchase and maintain insurance on behalf of any person who is serving as a Commissioner, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of their status as such.

ARTICLE X: AMENDMENT OF BYLAWS

Section 1: Bylaw Review & Amendment

The Bylaws shall be reviewed periodically by the Commission who shall make recommendations for changes and amendments to the Trustee. The Trustee shall have sole discretion to alter or amend these Bylaws, according to the Amended Trust Article 5.3.

CERTIFICATE OF ADOPTION OF BYLAWS

I do hereby certify that the above stated Bylaws of the John M. Scott Healthcare Commission were approved by the Trustee on _____, 2022 and constitutes a complete copy of the Bylaws of the commission.

Attest:

_____ Leslie Smith-Yocum, City Clerk

PREPARED BY: Thomas E. Herr Dunn Law Firm, LLP 1001 N. Main St., Suite A Bloomington, IL 61701
Telephone: 309-828-6241 Fax: 309-828-8321

William Bessler

From: Thomas E. Herr [REDACTED]
Sent: Wednesday, May 4, 2022 10:57 AM
To: William Bessler
Cc: Karen Schmidt; Genevieve Rappold
Subject: John M. Scott Trust Bylaws

William,

I have reviewed the various Bylaw changes and they all are in good order and appropriately drafted.

In particular, the Illinois Not for Profit Act allows members to act without a meeting by voting through mail, email, or other electronic means.

I am happy to answer any additional questions you may have.

Best regards,

Tom

Thomas E. Herr
Attorney at Law



*HONORED TO BE NAMED
AMERICAN CANCER SOCIETY
PROFESSIONAL ADVISOR OF THE YEAR*

[Click Here to Learn More](#)

Bloomington office:

Dunn Law Firm, LLP

1001 North Main St., Suite A

Bloomington, IL 61701

Phone: (309) 828-6241

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CONSENT AGENDA ITEM NO. 7.I

FOR COUNCIL: May 23, 2022

SPONSOR: Human Resources Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on an Ordinance Approving the Purchase of Administrative Services and Stop Loss Insurance from Blue Cross Blue Shield for the City's Self-Funded Health Insurance Plans and Authorizing the Payment of Claims and Approving the Purchase of Life Insurance through Standard Life, as requested by the Human Resources Department.

RECOMMENDED MOTION:

The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: At the April 25th, 2022 Council Meeting, approval was provided to 1) Remove the City of Bloomington from the Intergovernmental Personnel Benefit Cooperative (IPBC) risk pooling arrangement which utilizes BCBS as the claim administrator and network provider, as of July 1, 2022, and 2) Engage in an insurance broker agreement with Holmes Murphy, as requested by the Human Resources Department.

As of April 25th, 2022, paperwork with BCBS had not been finalized, but is now complete. BCBS is being engaged to administer the self-funded plan and provide Stop Loss Insurance to cover costs exceeding the self-funding expectations. As a reminder, making this change will positively impact employees and taxpayers alike, with the ability as of 7/1/22 to:

- Maintain the exact same PPO and HMO coverages with BCBS along with our Employee Life insurance coverage via Standard Life that is provided today.
- Provide prescription drug benefits through Prime Therapeutics to match what is currently provided via Express Scripts, that will now be integrated with BCBS medical plans.
- Remove the City from the risk sharing pool of all Members on claims between \$50,000 and \$500,000 to a conservative \$150,000. Not sharing in the claims incurred by smaller less healthy Members should help to insulate the City from large-scale future premium increases.
- Realize a 6.6% reduction on current insurance premiums which is based on the health of our employees and current medical trend. This translates to over \$300,000 in annualized savings for the City, based on current plan enrollment

and associated costs. Additional savings will be realized for the Library, Township, and City of Bloomington retirees - for those enrolled in plan coverage.

- Allow the City to capture all the health improvement and cost savings generated by our current Wellness Program, managed by City staff.
- Greatly improve our ability to design future strategies for cost management with much improved access to the data from our group and that of similar-size cities.

Please note: City of Bloomington retirees pay the full cost of medical coverage. The City does not provide subsidy towards monthly premiums. Also, Employee Life Insurance will continue the same as current, but on a direct basis with Standard Insurance Company.

Since paperwork with BCBS for the purchase of insurance (including stop loss and prescription drug coverage) is now complete, this project is ready for final Council approval.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, annual Stop Loss insurance premiums currently estimated at approximately \$950K, and Administrative Services currently estimated at approximately \$50k will be paid from the City's Employee Health Insurance Fund. These amounts will vary depending on plan participation, discounts etc. Overall expectations, as noted above, are for a net savings of approximately \$300K to the City as compared to the prior structure. These costs have been budgeted for in the City's Employee Health Insurance Fund. Stakeholders can locate information on this Fund on pages 141 through 145 of the FY2023 Proposed Budget Book titled "Other Funds & Capital Improvement".

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Josh Hansen, Compensation & Benefits Manager

Reviewed by:



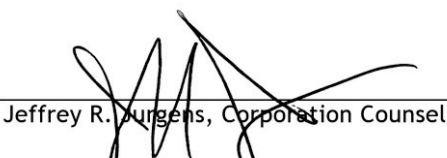
Nicole Albertson, Director of Human Resources

5/16/2022



Chris Tomertin, Budget Manager

5/17/2022



Jeffrey R. Jurgens, Corporation Counsel

5/19/2022



Tara Henry, Legislative Assistant & Records Manager

5/19/2022

Attachments:

- HR 1B BCBS Standard Life Ordinance

ORDINANCE NO. 2022 - ____

AN ORDINANCE APPROVING THE PURCHASE OF ADMINISTRATIVE SERVICES AND STOP LOSS INSURANCE FROM BLUE CROSS BLUE SHIELD FOR THE CITY'S SELF-FUNDED HEALTH INSURANCE PLANS AND AUTHORIZING THE PAYMENT OF CLAIMS AND APPROVING THE PURCHASE OF LIFE INSURANCE THROUGH STANDARD LIFE

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

WHEREAS, the City is amending its self-funded health insurance plan July 1, 2022 and desires to utilize Blue Cross Blue Shield (BCBS) as the administrator of the plan for medical and prescription drug claims and to provide stop loss insurance to cover costs exceeding the self-funding expectations; and

WHEREAS, as a result of the changes, employee life insurance will be purchased directly from Standard Life; and

WHEREAS, the City Council finds it in the best interest of the City to approve the proposed arrangement with BCBS and Standard Life;

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

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

SECTION 2. Any technical bidding requirements are waived and the City Manager is authorized to execute any necessary applications and/or agreements with: (1) BCBS for the utilization of its services as the administrator of the City's self-funded health insurance plan and to purchase stop loss insurance to cover costs exceeding the self-funding expectations; and (2) Standard Life for employee life insurance.

SECTION 3. The Finance Director is authorized to transfer funds, as set forth in the City's budget, to BCBS, as administrator of the City's self-funded health insurance plan, for the payment of claims.

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

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

SECTION 6. This Ordinance 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 7. This ordinance shall be effective immediately after its approval and publication as required by law.

PASSED this 23rd day of May 2022.

APPROVED this ____ day of May 2022.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk



CONSENT AGENDA ITEM NO. 7.J

FOR COUNCIL: May 23, 2022

SPONSOR: Economic & Community Development Department

WARD IMPACTED: Ward 2

SUBJECT: Consideration and action on an Ordinance Approving an Amended Preliminary Plan for Cedar Ridge Subdivision for Property Located South of Woodrig Road Between S. Main Street and Breezewood Boulevard, Consisting of 10 Acres More or Less, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION:

The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

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

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5e. More attractive city: commercial areas and neighborhoods
- Objective 5b. City decisions consistent with plans and policies
- Objective 5a. Well-planned City with necessary services and infrastructure
- Objective 3a. Retention and growth of current local businesses
- Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service
- Objective 2a. Better quality roads and sidewalks

BACKGROUND: Sunrise Co., LLC is requesting approval of an Amended Preliminary Plan for the Cedar Ridge Subdivision (Woodrig Business Park). The changes to the preliminary plan are very minor in nature and are to accommodate a new entrance off of Woodrig Road and new/modified entrances off of Breezewood Blvd.

On Wednesday, May 4, 2022, the Planning Commission held a public hearing and voted 6-0-0 to recommend approval of the request for an amended preliminary plan for Cedar Ridge Subdivision (Woodrig Business Park). The recommendation is consistent with the staff recommendation.

For more detailed information, please see the attached Staff Memorandum to the Planning Commission and draft meeting minutes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Planning Commission held a public hearing on Wednesday, May 4, 2022. The City published notice of the hearing in *The Pantagraph* on Monday, April 18, 2022. Courtesy notices were mailed to 37 property owners within 500 feet of the subject property. A notification sign was placed on the property.

FINANCIAL IMPACT: The proposed amended preliminary plan will allow for investment and development of vacant property adding to the City's tax base, resulting in job creation and potentially increasing future revenues for the City.

COMMUNITY DEVELOPMENT IMPACT: The 2035 Comprehensive Plan (adopted August, 2015), Future Land Use map, identifies this section of identifies this section of Woodrig Road and Breezewood Boulevard as a commercial activity within the built areas. The Land Use Priorities map identifies this area as a Tier 1 priority, vacant and under-utilized land for infill development or redevelopment within the City. The proposed amended preliminary plan promotes the following goals and objectives of the Bloomington Comprehensive Plan: ED-1.2 Leverage community assets in attracting business. ED-4.1 Plan for a diversity of ready-to-build sites to meet the demand. ED-4.2 Prioritize infill and redevelopment to spurt growth and reinvestment in the City. ED-4.4 Evaluate commercial land use needs in the context of changing economic trends. TAQ-1. A safe and efficient network of streets, bicycle-pedestrian facilities and other infrastructure to serve users in any surface transportation mode.

Respectfully submitted for Council consideration.

Prepared by: Glen Wetterow, City Planner

Reviewed by:


Melissa Horn, Economic and Community Development Director

5/17/2022


Chris Tomerlin, Budget Manager

5/18/2022

George Boyle

George Boyle, Assistant Corporation Counsel

5/19/2022


Tara Henry, Legislative Assistant & Records Manager

5/19/2022

Attachments:

- E&CD 1B Ordinance PS-02-22
- E&CD 1C Staff Report PS-02-22
- E&CD 1D Aerial Map PS-02-22
- E&CD 1E Zoning Map PS-02-22
- E&CD 1F Amended Preliminary Plan
- E&CD 1G PC DRAFT Minutes 030222 PS-01-22

ORDINANCE NO. 2022 - _____

AN ORDINANCE APPROVING AN AMENDED PRELIMINARY PLAN FOR CEDAR RIDGE SUBDIVISION FOR PROPERTY LOCATED SOUTH OF WOODRIG ROAD BETWEEN S. MAIN STREET AND BREEZEWOOD BOULEVARD, CONSISTING OF 10 ACRES MORE OR LESS

WHEREAS, there was heretofore filed with the Economic and Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting approval of an Amended Preliminary Plan for the Cedar Ridge Subdivision for the land legally described in Exhibit "A", attached hereto and made a part hereof by this reference;

WHEREAS, after proper notice, the City of Bloomington Planning Commission held a public hearing on said Petition, and the Amended Preliminary Plan titled "CEDAR RIDGE SUBDIVISION AMENDED PRELIMINARY PLAN, BLOOMINGTON, ILLINOIS" and dated February 17, 2022, for 10 acres, more or less, and represented in Exhibit "B" attached hereto and made a part hereof by this reference;

WHEREAS, the City of Bloomington Planning Commission, determined said Plan to be valid and sufficient, and in conformance with the requirements of the Bloomington City Code; and

WHEREAS, the Planning Commission recommended the City Council of the City of Bloomington approve said Petition and approve said plan; and

WHEREAS, the City Council has the authority approve this Ordinance and approve said preliminary plan as requested in the petition.

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

1. The above recitals are incorporated into and made a part of this ordinance as though fully set forth herein.
2. The Council hereby adopt the approved motion made by the Planning Commission.
3. The petition requesting an Amended Preliminary Plan for the Cedar Ridge Subdivision Bloomington, McLean County, Illinois for approximately 10 acres located on a tract of land located south of Woodrig Rd between S. Main Street and Breezewood Boulevard (PIN 21-21-201-012), legally described in Exhibit "A" and attached as Exhibit "B" is hereby approved.
4. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.
5. That this Ordinance shall be in full force and effective as the time of its passage.

PASSED this 23rd day of May 2022.

APPROVED this _____ day of May 2022.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Tract 4:

A part of the Northeast Quarter of Section 21, 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 Northeast corner of the West 45 rods of said Northeast Quarter of Section 21; thence South 01 degrees 39 minutes 31 seconds East 715.98 feet on the East line of said West 45 rods of the Northeast Quarter of Section 21 to the Northeast corner of Lot 3 in Mau Wang and Young Subdivision; thence North 87 degrees 26 minutes 17 seconds West 696.18 feet on the North line of said Lot 3 and the Westerly extension thereof to the East right of way line of F.A. Route 2/U.S. Route 51; thence North 01 degrees 53 minutes 54 seconds West 604.83 feet on said right of way line to the Southernmost corner of a tract conveyed to the State of Illinois in a Warranty Deed recorded September 9, 1970 as Document No. 70-5822 in the McLean County Recorder of Deeds Office; thence North 42 degrees 28 minutes 46 seconds East 117.32 feet to the Northeast corner of said tract conveyed in Document No. 70-5822; thence North 87 degrees 49 minutes 06 seconds West 82.26 feet to the Northwest corner of said tract conveyed in Document No. 70-5822 on the East right of way line of F. A. Route 2/U.S. Route 51; thence North 01 degrees 53 minutes 54 seconds West 19.27 feet on said East right of way line of F.A. Route 2/U.S. Route 51 to the North line of the Northeast Quarter of Section 21; thence South 87 degrees 38 minutes 00 seconds East 699.00 feet on said North line of the Northeast Quarter of Section 21 to the Point of Beginning, in McLean County, Illinois;

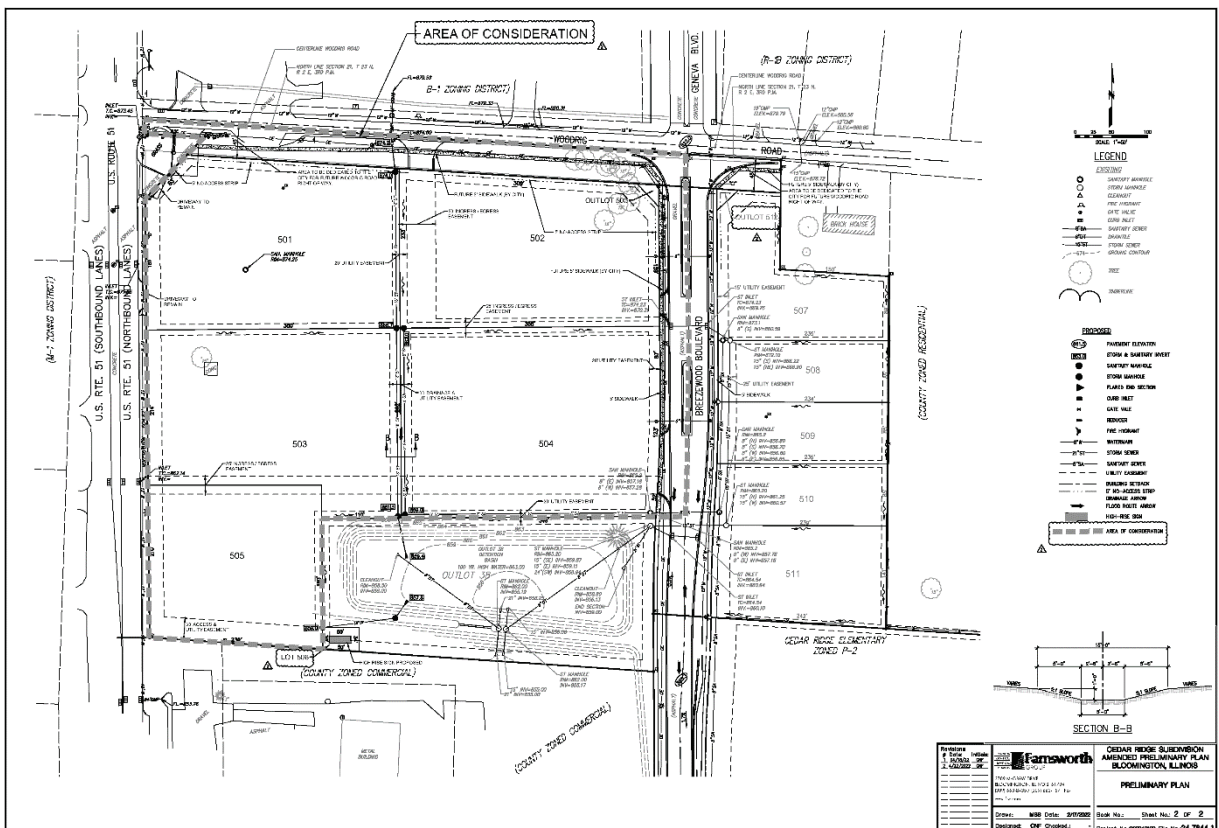
**CEDAR RIDGE SUBDIVISION
AMENDED PRELIMINARY PLAN
BLOOMINGTON, ILLINOIS**

Tract 4:

NOTES:

-

Produced Pursuant to 1. Order: <u>1-93-0020</u> <u>00</u> 2. <u>1-93-0020</u> <u>00</u>		AMERICAN FARMWORTH 1. <u>AMERICAN FARMWORTH</u> 2. <u>AMERICAN FARMWORTH</u>		CEDAR RIDGE SUBDIVISION AMENDED PRELIMINARY PLAN BLOOMINGTON, ILLINOIS	
3. <u>AMERICAN FARMWORTH</u> 4. <u>AMERICAN FARMWORTH</u> 5. <u>AMERICAN FARMWORTH</u> 6. <u>AMERICAN FARMWORTH</u> 7. <u>AMERICAN FARMWORTH</u> 8. <u>AMERICAN FARMWORTH</u> 9. <u>AMERICAN FARMWORTH</u> 10. <u>AMERICAN FARMWORTH</u>		COVER SHEET		11. <u>AMERICAN FARMWORTH</u> 12. <u>AMERICAN FARMWORTH</u> 13. <u>AMERICAN FARMWORTH</u> 14. <u>AMERICAN FARMWORTH</u> 15. <u>AMERICAN FARMWORTH</u> 16. <u>AMERICAN FARMWORTH</u> 17. <u>AMERICAN FARMWORTH</u> 18. <u>AMERICAN FARMWORTH</u> 19. <u>AMERICAN FARMWORTH</u> 20. <u>AMERICAN FARMWORTH</u>	
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PLANNING COMMISSION

TO: Planning Commission

FROM: Economic & Community Development Department

DATE: May 4, 2022

CASE NO: PS-02-22, Amended Preliminary Plan for Cedar Ridge Subdivision (Woodrig Business Park)

REQUEST: Public hearing, review and action on a request by James A Shirk of Sunrise Co., LLC, requesting approval of an Amended Preliminary Plan for Cedar Ridge Subdivision (Woodrig Business Park), for the property located at 2616 S Main Street. PIN: 21-21-201-012. (Ward 2).

BACKGROUND

Petitioners' request:

The petitioner seeks an Amended Preliminary Plan for the Cedar Ridge Subdivision to allow for the establishment of the Woodrig Business Park. The amended preliminary plan will allow for the subdivision and modification of existing parcels that fall within the preliminary plan to allow for the creation of the business park. Future uses will be predominately storage/warehouses with attached office space. These subdivisions' bulk and site standards are met based upon the current zoning of the properties. Additionally, this amended preliminary plan will serve as the foundation for future development on these properties. Legislative site plan reviews will be required for future development on this property, which is zoned B-1.

Property Characteristics:

The subject property contains approximately 10 acres of land which is currently undeveloped farmland. The amended preliminary plan indicates the existing property will be subdivided and combined into in five (5) lots: Lot 501, Lot 502, Lot 503, Lot 504, Lot 505, and Outlot 500. Access to the property is available from Woodrig Road (Proposed, New) and Breezewood Boulevard (Proposed, New). The surrounding properties are zoned manufacturing, commercial and agricultural. The properties to the South, East and West are located within the County.

Notice:

The application has been filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Monday, April 18th, 2022. Courtesy notices were mailed to 37 property owners within 500 feet of the subject property.

Surrounding Zoning and Land Uses

	Zoning	Land Uses
North	B-1(General Commercial)	Used Car Dealership (Vacant), Storage and Flooring Store
South	C (Commercial, County)	Food Pantry and Church
East	B-1(General Commercial) & P-2 (Public Land and Institutions) District, C (Commercial, County)	Vacant Land and Stormwater Detention Basin
West	M-1 (Restricted Manufacturing, County)	Towing and Auto Repair, HVAC and Motorcycle Parts

ANALYSIS

Compliance with the Comprehensive Plan:

Preliminary Plans should be consistent with the Comprehensive Plan designation. The 2035 Comprehensive Plan (adopted August, 2015), Future Land Use map, identifies this section of Woodrig Road and Breezewood Boulevard as a commercial activity within the built areas. The Land Use Priorities map identifies this area as a Tier 1 priority, vacant and under-utilized land for infill development or redevelopment within the City.

The proposed Amended Preliminary Plan supports the following Comprehensive Plan goals:

- ED-1.2 Leverage community assets in attracting business.
- ED-4.1 Plan for a diversity of ready-to-build sites to meet the demand.
- ED-4.2 Prioritize infill and redevelopment to spurt growth and reinvestment in the City.
- ED-4.4 Evaluate commercial land use needs in the context of changing economic trends.
- TAQ-1. A safe and efficient network of streets, bicycle-pedestrian facilities and other infrastructure to serve users in any surface transportation mode.

Compliance with the City of Bloomington Municipal Code:

Chapter §24-302F of the Bloomington Code of Ordinances requires the Planning Commission conduct a legislative public hearing on the preliminary plan to determine the extent to which the plan conforms or fails to conform with the standards of this Code.

The Land Subdivision Code of the City of Bloomington was created to address the following purposes:

- A. To protect, provide and promote the public health, safety and general welfare of the City.

The proposed subdivision has access to City utilities, water and sewer, for proper sanitation. Stormwater management is addressed via an adjacent

retention/detention pond. The configuration of the lots are in according with bulk and site standards for the existing zoning district, B-1 (General Commercial) District.

- B. To guide the future growth and development of the City, in accordance with the Comprehensive Plan.

The Comprehensive Plan identifies this section of Woodrig Road and Breezewood Boulevard as a commercial activity within the built areas. The Land Use Priorities map identifies this area as a Tier 1 priority, vacant and under-utilized land for infill development or redevelopment within the City.

- C. To provide for adequate light, air and privacy, to secure safety from fire, flood, and other danger, and to prevent overcrowding of the land and undue congestion of population.

The proposed subdivision provides adequate separation between buildings promoting light and air circulation. The lots and additional infrastructure, as proposed, ensure overcrowding and congestion of the land does not occur. The proposed infrastructure meets the City's design criteria, as outlined in the Manual of Practice.

- D. To protect the character and the social and economic stability of all parts of the City and to encourage the orderly and beneficial development of all parts of the community.

All the lots and the outlot indicated the preliminary plan are currently commercially zoned, B-1 (General Commercial) District. They are adjacent to either commercially, industrially, or institutionally zoned properties. The subject properties are Tier 1 Priority in the City's Comprehensive Plan. Additionally, they are identified as a commercial activity within the built areas. The uses permitted within B-1 (General Commercial) District will be in character with the existing uses surrounding the properties.

- E. To protect and conserve the value of land throughout the City and the value of buildings and improvements upon the land, and to minimize the conflicts among the uses of land and buildings.

The proposed subdivisions and zoning are compatible with adjacent zoning and uses. The proposed use is compatible with adjacent developments.

- F. To guide public and private policy and action in order to provide adequate and efficient transportation, water, sewerage, schools, parks, playgrounds, recreation and other public requirements and facilities.

The properties have access to City services (water and sewer) and have access to existing City streets. There is an existing stormwater detention basin to the southeast of the property that can be utilized for stormwater. The Land Use Priorities map identifies these lots as a Tier 1 priority, vacant and under-utilized land for infill development or redevelopment within the City.

- G. To provide the most beneficial relationship between the uses of land and buildings and the circulation of traffic throughout the City, having particular regard to the avoidance of congestion in the streets and highways, and the pedestrian traffic movements appropriate to the various uses of land and buildings, and to provide for the proper location and width of streets and building setback lines.

The lots proposed have frontage on existing roads. New approaches will be created to ensure multiple points of ingress and egress from the property; this will limit traffic congestion on the properties and ensure traffic easily flows into and off of the property. The new approaches have been reviewed and approved by Public Works and meet the standards outlined in the Manual of Practice. Sidewalks will be installed along Breezewood Boulevard to ensure continuity of existing sidewalks and the neighborhood to the south of the property.

- H. To establish reasonable standards of design and procedures for subdivision codes and resubdivisions, in order to further the orderly layout and use of land, and to insure proper legal descriptions and monumenting of subdivided land.

The Bloomington Subdivision Ordinance and Zoning Code ensure standards for design, establish procedures for subdivision codes and resubdivisions, and final platting; and the proposed preliminary plan follows both.

- I. To ensure that public facilities are available and will have a sufficient capacity to serve the proposed subdivision code and areas reasonably anticipated to be served by such facilities.

The lots can be served by existing city police and fire services. The lots are served by Unit 5 School District. The Tier 1 Priority classification considers access to existing public infrastructure and services.

- J. To prevent the pollution of air, streams, and ponds; to assure the adequacy of drainage facilities; to safeguard the water table; and to encourage the wise use and management of natural resources throughout the City in order to preserve the integrity, stability and beauty of the community and the value of the land.

There is already some stormwater infrastructure provided to the properties in the form of an existing basin to the south. However, a stormwater plan is still required and must be approved by the City Engineering Division.

- K. To preserve the natural beauty and topography of the City and to insure appropriate development with regard to these natural features.

The proposed development should not negatively impact existing natural features such as streams, lakes, or native prairies.

- L. To provide for open spaces through the most efficient design and layout of the land, including the use of average density in providing for minimum width and area of lots, while preserving the density of land as established in the City's zoning ordinance.

The applicant has selected to subdivide the property to ensure development occurs in a manner that meets the density desired by the petitioner, but also ensuring the most efficient layout of the lots and future structures.

Zoning Code (Chapter 44)

Lot characteristics proposed by the subject preliminary plan are in compliance with the requirements of the B-1 (General Commercial) District and supportive of the prescribed site design and development intensities for the Districts.

STAFF RECOMMENDATION

Staff finds the proposed Amended Preliminary Plan meets the purpose and intention of Chapter 24 of the City Code and recommends that the Planning Commission take the following actions:

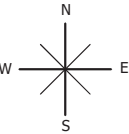
1. Motion to find that the proposed Amended Preliminary Plan meets the purpose and intent of Chapter 24 of the City Code.
2. Motion to recommend approval of the petition submitted by James A Shirk of Sunrise Co., LLC, requesting approval of a Preliminary Plan for Woodrig Business Park, for the property located at 2616 S Main Street. PIN: 21-21-201-012.

Respectfully submitted,

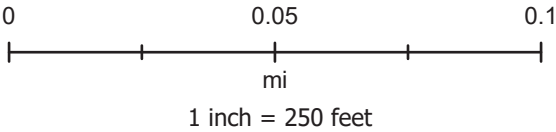
Glen Wetterow
City Planner

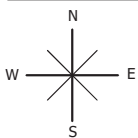
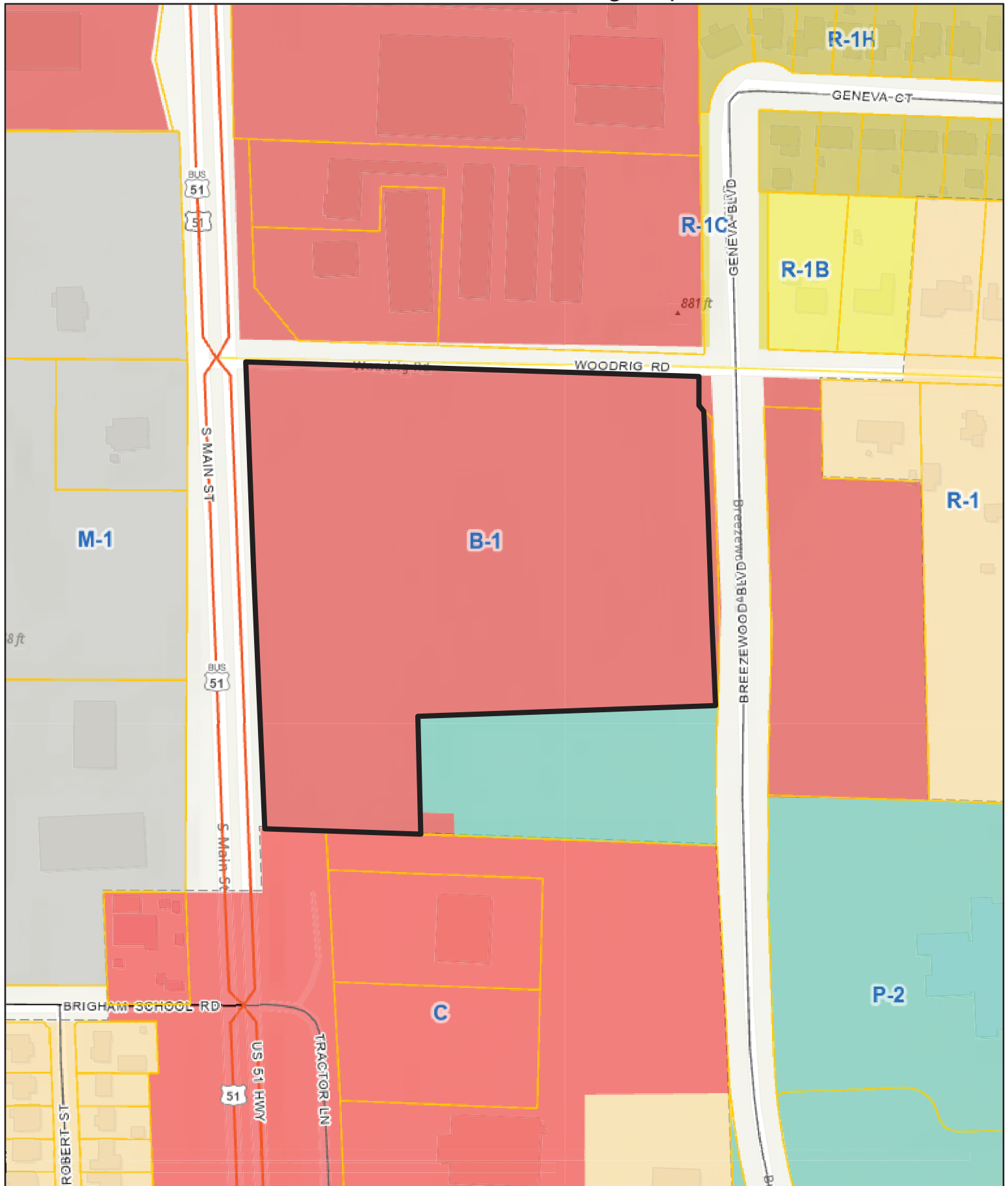
Attachments:

- Draft ordinance
- Aerial map
- Zoning map
- Preliminary Plan
- Neighborhood notice and map

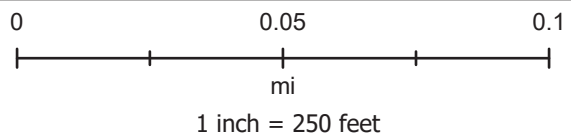


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McGIS does not guarantee the accuracy of the information displayed. Only on-site verification or field surveys by a licensed professional land surveyor can provide such accuracy. Use for display and reference purposes only.





Project No.:0220481.00 File No.:24-7844-

D. PS-02-22 Public hearing, review and action on a request by James A Shirk of Sunrise Co., LLC, requesting approval of an Amended Preliminary Plan for Cedar Ridge Subdivision (Woodrig Business Park), for the property located at 2616 S Main Street. PIN: 21-21-201-012.

City Staff Glen Wetterow presented the staff report and indicated all standards have been met and concluded with a recommendation for approval. He stated that only significant difference are modifications to proposed access locations. As the property is zoned B-1, the Commission can expect to see Legislative Site Plan Review(s) in the future.

Kyle Glandon (1407 Maplewood Drive, Normal IL,) on behalf of the Petitioner James A. Shirk, introduced himself and provided background on the request. He stated they are working toward a final plan for how the site is going to function, where curb cuts need to be located, and how traffic is going to flow before bringing the building components of the new “Woodrig Business Park” forward. He stated they are ready to subdivide at this time.

No additional public comment was received.

A motion to find that the proposed Amended Preliminary Plan meets the purpose and intent of Chapter 24 of the City Code was made by Mr. Stanczyk and seconded by Mr. Danenberger. Roll call vote: Mr. Stanczak - Yes, Mr. Danenberger - Yes, Mr. Sant-Amour - Yes, Mr. Galpalli - Yes, Ms. Patino - Yes Chairperson Mohr - Yes. (6-0). Motion passed.

A motion to recommend approval of the petition submitted by James A. Shirk of Sunrise Co., LLC, requesting approval of a Preliminary Plan for Woodrig Business Park, for the property located at 2616 S Main Street. PIN: 21-21-201-012 was made by Mr. Stanczyk and seconded by Mr. Danenberger. Roll call vote: Mr. Stanczak - Yes, Mr. Danenberger - Yes, Mr. Sant-Amour - Yes, Mr. Galpalli - Yes, Ms. Patino - Yes Chairperson Mohr - Yes. (6-0). Motion passed.

DRAFT

MEETING MINUTES

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

WEDNESDAY, MAY 4, 2022

Page | 1



CONSENT AGENDA ITEM NO. 7.K

FOR COUNCIL: May 23, 2022

SPONSOR: Economic & Community Development Department

WARD IMPACTED: Ward 1

SUBJECT: Consideration and action on an Ordinance Approving a Zoning Map Amendment from C-1 (Office) District and R3-B (Multi-Family Residence) District to B-2 (Local Commercial) District, for the Property Located at 602 S. Gridley Street, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION:

The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

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

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5b. City decisions consistent with plans and policies
- Objective 3a. Retention and growth of current local businesses

BACKGROUND: The petitioner, Greg Goette of Kelly Construction on behalf of Bloomington Municipal Credit Union, is requesting approval of a zoning map amendment for property located at 602 South Gridley Street in the City of Bloomington, from C-1 (Office) District and R3-B (Multi-Family Residence) District to B-2 (Local Commercial) District. A commercial building exists on the property.

On Wednesday, May 4, 2022, the Planning Commission held a public hearing and voted 6-0-0 to recommend approval of the request. The recommendation is consistent with the staff recommendation.

The property is currently owned by the Bloomington Municipal Credit Union and consists of the existing credit union building and a vacant lot. The Credit Union recently acquired a neighboring residential lot and combined it with their existing lot. This has resulted in the new parcel having a portion of it zoned C-1 (Office) District and the other portion zoned R-3B (Multi-Family Residence) District. The desire is to have one uniform zoning for the new parcel.

For more detailed information, please see the attached Staff Report to the Planning Commission and draft meeting minutes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Planning Commission held a public hearing on Wednesday, May 4, 2022. The City published notice of the hearing in *The Pantagraph* on Monday, April 18, 2022. Courtesy notices were mailed to 88 property owners within 500 feet of the subject property and a notification sign was placed on the property.

FINANCIAL IMPACT: The proposed map amendment will allow for the construction of a new financial services (credit union) building on the existing property adding to the City's tax base and potentially increasing future revenues for the City.

COMMUNITY DEVELOPMENT IMPACT: The 2035 Comprehensive Plan's Future Land Use map identifies this section of South Gridley Street as employment center in the built areas. The Land Use Priorities map does not identify this area as a priority area. The proposed B-2 zoning map amendment supports the following Comprehensive Plan goals: ED-1.1 Focus on retention and expansion of existing businesses. ED-4.2 Prioritize infill and redevelopment to spur growth and reinvestment in the City. N-1.1 Enhance the livability of all Bloomington neighborhoods.

Respectfully submitted for Council consideration.

Prepared by: Glen Wetterow, City Planner

Reviewed by:


Melissa Horn, Economic and Community Development Director

5/15/2022


Chris Tomerlin, Budget Manager

5/16/2022

George Boyle
George Boyle, Assistant Corporation Counsel

5/18/2022


Tara Henry, Legislative Assistant & Records Manager

5/18/2022

Attachments:

- E&CD 3B Ordinance Z-08-22
- E&CD 3C Staff Report Z-08-22
- E&CD 3D Aerial Map Z-08-22
- E&CD 3E Zoning Map Z-08-22
- E&CD 3F DRAFT Minutes 030222_Z-04-22C

ORDINANCE NO. 2022 - _____

**AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FROM C-1 (OFFICE) DISTRICT
AND R3-B (MULTI-FAMILY RESIDENCE) DISTRICT TO B-2 (LOCAL COMMERCIAL) DISTRICT
FOR THE PROPERTY LOCATED AT 602 S. GRIDLEY STREET**

WHEREAS, there was heretofore filed with the Economic and Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting a Zoning Map Amendment for the property commonly described as 602 S. Gridley Street (“the Property”), legally described in Exhibit A, attached hereto and made part hereof by this reference; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said petition for a Zoning Map Amendment for the Property from C-1 (Office) District and R-3B (Multi-family Residence) District to B-2 (Local Commercial) District and adopted findings of fact on the same; and

WHEREAS, the Bloomington Planning Commission found the requested Zoning Map Amendment to be in the public interest and not solely for the benefit of the applicant, using the standards and objectives of the City Code as set forth in Chapter 44 Division 17-6, E2; and

WHEREAS, following said public hearing, the Planning Commission recommended approval of rezoning of the Property and Zoning Map Amendment to B-2 (Local Commercial) District; and

WHEREAS, the City Council is authorized to adopt this Ordinance and approve the petition to rezone said Property.

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

1. The above recitals are incorporated into and made a part of this ordinance as though fully set forth herein.
2. The Council hereby adopts the findings of fact made by the Planning Commission.
3. The petition requesting a Zoning Map Amendment for the property commonly described as 602 S. Gridley Street is hereby approved.
4. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.
5. This Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 23rd day of May 2022.

APPROVED this _____ day of May 2022.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

EXHIBIT A
Legal Description

602 S. Gridley

EVANS 3RD ADD

ALL LOTS 6, 7, 8, 9, & (EX E 28') LOT 10 BLK 3 &
VAC ALLEY LYG ADJ (EX PT FOR ROW)

P.I.N.: 21-04-462-021



PLANNING COMMISSION

TO: Planning Commission

FROM: Economic & Community Development Department

DATE: May 4, 2022

CASE NO: Z-08-22, Zoning Map Amendment

REQUEST: Public hearing, review and action on a request by Greg Goette of Keely Construction on behalf of Bloomington Municipal Credit Union, requesting a Zoning Map Amendment for the property located at 602 S Gridley Street, from C-1 (Office) District and R-3B (Multi-Family Residence) District to B-2 (Local Commercial) District. P.I.N.: 21-04-462-021.

BACKGROUND

Petitioners' request:

The petitioner seeks a Zoning Map Amendment for the subject property, from C-1 (Office) District and R-3B (Multi-Family Residence) District to B-2 (Local Commercial) District, to allow for the construction of a new credit union (bank) building. The property is currently owned by the Bloomington Municipal Credit Union. The property currently consists of the existing credit union building and a vacant lot. The Bloomington Municipal Credit Union recently acquired a neighboring residential lot and combined it with their existing lot. This has resulted in the new parcel having a portion of it zoned C-1 (Office) District and the other portion zoned R-3B (Multi-Family Residence) District. The desire is to have one uniform zoning for the new parcel.

Property Characteristics:

The subject property consists of 0.64 acres of land located at 602 S. Gridley Street. The property is located at the northeast corner of the intersection of S. Gridley Street and E. Oakland Avenue. There is an existing credit union building and associated surface parking area currently existing on the property. The area to the north has been vacant for roughly two and a half years, while the southern portion of the property has been vacant for a considerable time. The existing credit union building will be demolished and a new building will be located closer to the intersection of S. Gridley Street and E. Oakland Avenue. Neighboring properties are zoned R-3B (Multi-Family Residence) District, P-2 (Public Lands and Institutions) District, and M-1 (Restricted Manufacturing) District.

Notice:

The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Monday, April 18, 2022. Courtesy notices were mailed to 88 property owners within 500 feet of the subject property.

Surrounding Zoning and Land Uses

Zoning		Land Uses
North	R-3B, (Multi-Family Residence)	Residential
South	M-1, (Restricted Manufacturing)	Retail
East	R-3B, (Multi-Family Residence)	Government Offices
West	P-2, (Public Lands and Institutions)	Residential

ANALYSIS

*Comparison of Existing and Proposed Districts**

Existing Zoning

R3-B (Multiple-Family Residence) District: The R-3B Residence District is intended to allow for increased neighborhood density through the development of small-lot single-family housing, townhomes, duplexes, and multifamily complexes, while being supportive of the overall historic character of the neighborhoods to which it is applied and the preservation of historic structures. A maximum density of 70 dwelling units per acre is permitted. This zoning is applied to areas that are principally on the fringes of the Bloomington Central Business District.

C-1 (Office) District: The intent of this C-1 Office District is to accommodate office buildings primarily. Related retail, service, institution, and multiple-family uses commonly associated with office uses are allowed to a limited extent. The prime characteristics of this district are the low intensity of land coverage and the absence of such nuisance factors as noise, air pollutant emission, and glare.

Proposed Zoning

B-2 (Local Commercial) District: The intent of this B-2 Local Commercial District is to provide retail, commercial and service establishments, including retail stores and personal service facilities, which serve the frequently recurring needs of surrounding local employment areas and residential neighborhoods. This district encourages a mix of land uses, continued community investment through infill and site renovations and supports mixed transportation modes. The protection of surrounding residential properties from adverse impacts is a primary focus of this district.

*A list of permitted uses for commercial and residential districts can be found online in Chapter 44, Divisions [5-1](#), and [4-1](#) respectively.

Compliance with the Comprehensive Plan

Zoning Map Amendment requests should be consistent with the Comprehensive Plan. The 2035 Comprehensive Plan's Future Land Use map identifies this section of S. Gridley Street as an employment center in the built areas. The Land Use Priorities map does not identify this area as a priority area.

The proposed R3-B Zoning Map Amendment supports the following Comprehensive Plan goals:

- ED-1.1 Focus on retention and expansion of existing businesses.

- ED-4.2 Prioritize infill and redevelopment to spur growth and reinvestment in the City.
- N-1.1 Enhance the livability of all Bloomington neighborhoods.

STANDARDS FOR REVIEW

As indicated in Ch. 44, 17-6 Zoning Map (rezoning) and text amendments, the Planning Commission shall be guided by those purposes, standards, and objectives of this Code and shall not recommend the adoption of any amendment unless it finds that such amendment is in the public interest and not solely for the benefit of the applicant.

Standards for Consideration of Rezoning

The suitability of the subject property for uses authorized by the existing zoning.

Uses permitted within the R-3B (Multi-Family Residence) District are primarily oriented for residential uses. Uses permitted within the C-1 (Office) District are primarily oriented for office uses. The Bloomington Municipal Credit Union is a long-standing agency that has survived in harmony with the surrounding properties, thus indicating the location is appropriate for zoning that permits the current use(s). Financial services are a permitted use in C-1 (Office) District, but to have a drive-through a Special Use is required. The standard is met.

The length of time the property has remained vacant as zoned considered in the context of land development in the area.

The property has not been entirely vacant. A portion of the property has the existing credit union building. The northern area of the property has been vacant for roughly two and a half years, while the southern are of the property has been vacant for many years. The standard is met.

The suitability of the subject property for uses authorized by the proposed zoning.

“Financial services” is a permitted use in the B-2 (Local Commercial) District and a drive-through is a permitted use, unless it is adjacent to a residentially zoned lot. Adjacent lots are zoned residential, so a Special Use will be required. The intent of the B-2 (Local Commercial) District is to provide community investment through infill and site renovations, and to protect the of surrounding residential properties from adverse impacts. The standard is met.

The existing land uses and zoning of nearby property.

The subject property is surrounded by commercial, public, and residential uses. The standard is met.

Relative gain or hardship to the public as contrasted and compared to the hardship or gain of the individual property owner resulting from the approval or denial of the zoning amendment application.

If the zoning map amendment is granted, the applicant would be able to continue to use the property in its current form, and it would and allow for the construction of a

new credit union building. The location of the new building is more appropriate as it is located closer to the intersection of S. Gridley Street and E. Oakland Avenue; this places the building farther away from residential uses than the existing building is. The updated location will be a benefit to the neighboring residents and is more convenient for the credit union members. **The standard is met.**

The extent to which adequate streets are connected to the arterial street system and are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.

The site has access to S. Gridley Street and E. Oakland Avenue. **The standard is met.**

The extent to which the proposed amendment is inconsistent with the need to minimize flood damage and that the development of the subject property for the uses permitted in the proposed zoning classification will not have a substantial detrimental effect on the drainage patterns in the area.

The construction of the new credit union building will require a Stormwater Prevention Plan be provided and approved by Public Works. The plan requires stormwater runoff to be contained on the property. This will be achieved through the creation of a stormwater retention/detention basin. **The standard is met.**

The extent to which adequate services (including but not limited to fire and police protection, schools, water supply, and sewage disposal facilities) are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.

The site is currently served by existing watermain and sewer connections, as well as fire and police protection. The property is served by District 87 school district. **The standard is met.**

The extent to which the proposed amendment is consistent with the public interest, giving due consideration for the purpose and intent of this Code as set forth in § 44-1701 herein.

The map amendment is intended to facilitate continued operation of the existing commercial use, while ensuring minimal impact on the surrounding properties, providing a net benefit to the area. **The standard is met.**

The extent to which property values are diminished by the particular zoning restriction.

The zoning restrictions are not expected to diminish property values. **The standard is met.**

The extent to which the destruction of property values promotes the health, safety, morals, or general welfare of the public.

The proposed Zoning Map Amendment and use are not anticipated to diminish property values in the area. **The standard is met.**

Whether a Comprehensive Plan for land use and development exists, and whether the ordinance is in harmony with it.

The Comprehensive Plan's Future Land Use map identifies the subject property as an employment center in the built areas. The Land Use Priorities map does not identify this area as a priority area. The standard is met.

Whether the City needs the proposed use.

The proposed map amendment would allow an existing commercial use to continue to utilize the property to serve the needs of the citizens. **The standard is met.**

STAFF RECOMMENDATION

Staff finds that the application meets all the standards for a Zoning Map Amendment and recommends that the Planning Commission take the following actions:

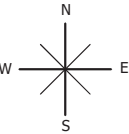
1. Motion to establish findings of fact, and that the proposed map amendment is in the public interest and not solely for the benefit of the petitioner.
2. Motion to recommend approval of the petition submitted by Greg Goette of Keely Construction on behalf of Bloomington Municipal Credit Union, requesting a Zoning Map Amendment for the property located at 602 S Gridley Street, from C-1 (Office) District and R-3B (Multi-Family Residence) District to B-2 (Local Commercial) District. PIN: 21-04-462-021.

Respectfully submitted,

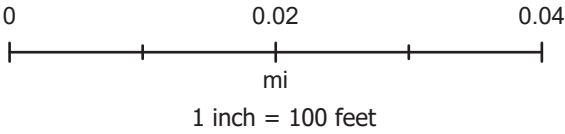
Glen Wetterow
City Planner

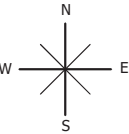
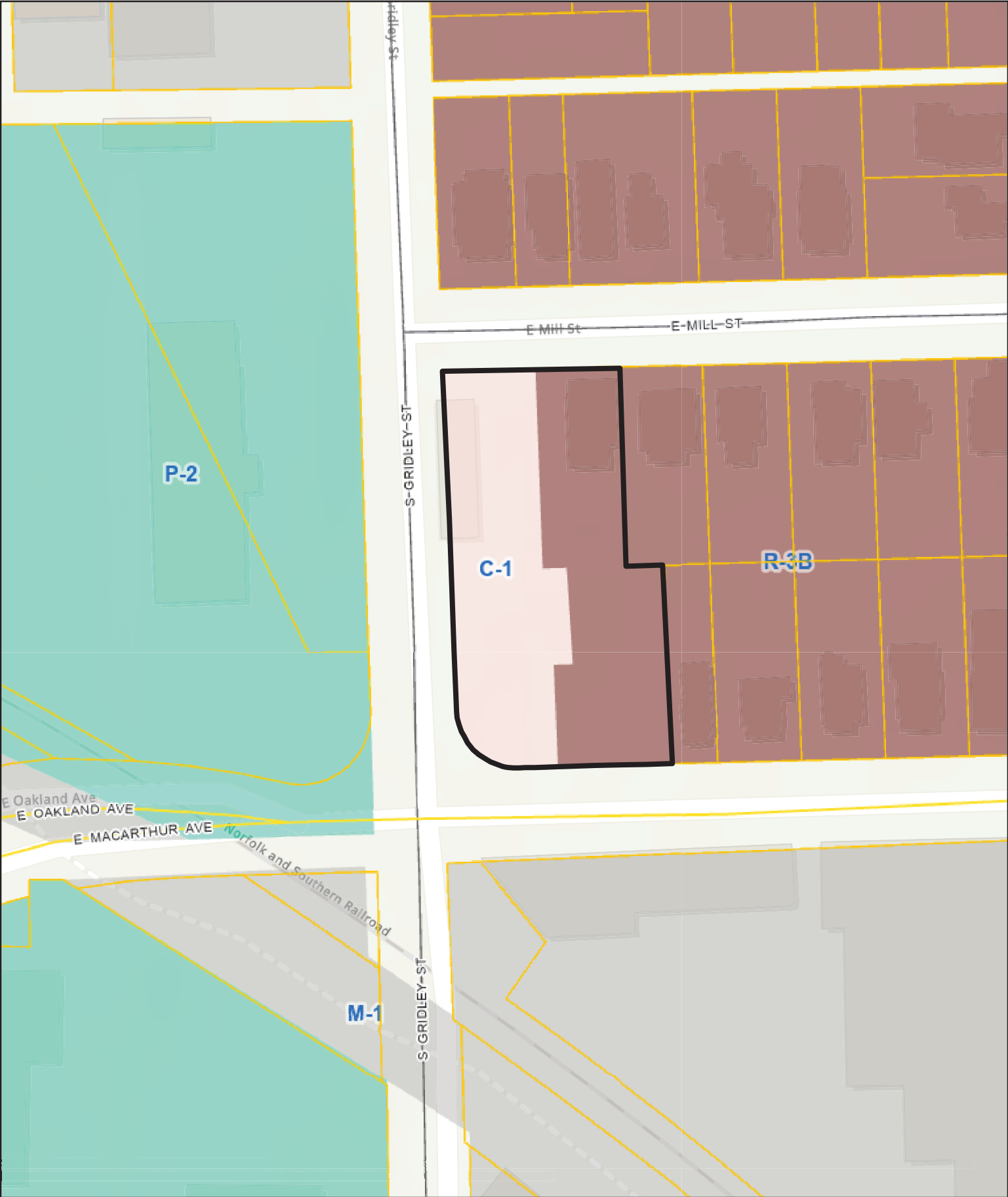
Attachments:

- Draft ordinance
- Aerial map
- Zoning map
- Neighborhood notice and map

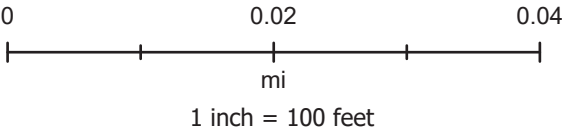


McGIS does not guarantee the accuracy of the information displayed. Only on-site verification or field surveys by a licensed professional land surveyor can provide such accuracy. Use for display and reference purposes only.





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E. Z-08-22 Public hearing, review and action on a request by Greg Goette of Keely Construction on behalf of Bloomington Municipal Credit Union, requesting a Zoning Map Amendment for the property located at 602 S Gridley Street, from C-1 (Office) District and R-3B (Multi-Family Residence) District to B-2 (Local Commercial) District. PIN: 21-04-462-021.

City Staff Glen Wetterow presented the staff report and indicated all standards have been met and concluded with a recommendation for approval.

The Petitioner, Derek Maschek (Keely Construction, 500 S Ewing, St Louis MO), on behalf of Bloomington Municipal Credit Union, introduced himself and provided background on the request. They have been working with the Credit Union to try to develop a site plan that fits better with the surrounding community, including identifying B-2 as more appropriate and consistent with the objective of this area of the City.

Chair Mohr noted that one public comment was emailed with items regarding the site plan for the project; not relevant at this time but will still be included in the minutes.

A motion to establish Findings of Fact, and that the proposed Zoning Map Amendment is in the public interest and not solely for the benefit of the Petitioner was made by Mr. Stanczyk and seconded by Mr. Danenberger Roll call vote: Mr. Stanczak - Yes, Mr. Danenberger - Yes, Mr. Sant-Amour - Yes, Mr. Galpalli - Yes, Ms. Patino - Yes Chairperson Mohr - Yes. (6-0). Motion passed.

A motion to recommend approval of the petition submitted by Greg Goette of Keely Construction on behalf of Bloomington Municipal Credit Union, requesting a Zoning Map Amendment for the property located at 602 S Gridley Street, from C-1 (Office) District and R-3B (Multi-Family Residence) District to B-2 (Local Commercial) District. PIN: 21-04-462-021 was made by Mr. Stanczyk and seconded by Ms. Patino. Roll call vote: Mr. Stanczak - Yes, Mr. Danenberger - Yes, Mr. Sant-Amour - Yes, Mr. Galpalli - Yes, Ms. Patino - Yes Chairperson Mohr - Yes. (6-0). Motion passed.

DRAFT

MEETING MINUTES

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

WEDNESDAY, MAY 4, 2022

Page | 1



CONSENT AGENDA ITEM NO. 7.L

FOR COUNCIL: May 23, 2022

SPONSOR: Economic & Community Development Department

WARD IMPACTED: Ward 5

SUBJECT: Consideration and action on an Ordinance Approving a Site Plan and Special Use for a Mini Warehouse and Vehicle Rental Service in the B-1 (General Commercial) District with a Variance, for Property Located at 1225 Holiday Drive, 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 3c. Revitalization of older commercial homes

BACKGROUND: Stephany Sheekey, on behalf of U-Haul Corporation, is requesting approval of a Site Plan (and Special Use) for a Mini Warehouse and Vehicle Rental Service in the B-1 (General Commercial) District with a Variance, for the property located at 1225 Holiday Drive.

Summary of Request

1. Site plan approval for construction of a Mini Warehouse and Vehicle Rental Service. Because the property is located in the B-1 (General Commercial) zoning district, site review is subject to a legislative review process.
2. Special use approval for Mini Warehouse and Vehicle Rental Service. Mini Warehouse is identified as a Special Use in the B-1 District and Vehicle Rental Service requires a Special Use when adjoining residential property.
3. Variance to allow construction of buildings at 38 feet, 6 inches, which exceeds the height requirement of 35-feet.

On Wednesday, May 4, 2022, 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 City Council. The Commission voted 7-0-0 to recommend approval of the requested Special Use to the City Council. The Commission voted 7-0-0 to recommend approval of the requested Variance to the City Council.

For more detailed information, please see the attached Staff Memorandum to the Planning Commission and draft meeting minutes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Monday, April 18, 2022 and courtesy notices were mailed to 84 property owners within 500 feet of the subject property.

FINANCIAL IMPACT: Approval of the proposed site plan will allow for development and investment of vacant property, and potentially increase future revenues for the City.

COMMUNITY DEVELOPMENT IMPACT: The 2035 Comprehensive Plan's Future Land Use map identifies this section of identifies this area as a Tier 1-Infill Redevelopment Priority. The Future Land Use Map identifies the site as Regional Commercial. Comprehensive Plan goals supported are ED-4.2, Prioritize infill and redevelopment to spur growth and reinvestment in the City, and N-1, Enhance the livability of all Bloomington neighborhoods.

Respectfully submitted for Council consideration.

Prepared by: Jon Branham, City Planner

Reviewed by:


Melissa Hall, Economic and Community Development Director

5/11/2022


Chris Tomertin, Budget Manager

5/13/2022

George Boyle
George Boyle, Assistant Corporation Counsel

5/18/2022


Tara Henry, Legislative Assistant & Records Manager

5/19/2022

Attachments:

- E&CD 5B Ordinance PR-06-22
- E&CD 5C Exhibit B PR-06-22
- E&CD 5D Staff Report PR-06-22
- E&CD 5E Aerial Map PR-06-22
- E&CD 5F Zoning Map PR-06-22
- E&CD 5G Draft Meeting Minutes PR-06-22

ORDINANCE NO. 2022 - _____

AN ORDINANCE APPROVING A SITE PLAN AND SPECIAL USE FOR A MINI WAREHOUSE AND VEHICLE RENTAL SERVICE IN THE B-1 (GENERAL COMMERCIAL) DISTRICT WITH A VARIANCE, FOR PROPERTY GENERALLY LOCATED AT 1225 HOLIDAY DRIVE

WHEREAS, there was heretofore filed with the Economic and Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting approval of a Site Plan, Special Use, and Variance for a Mini Warehouse and Vehicle Rental Service in the B-1 (General Commercial) District for certain premises hereinafter described in Exhibit “A”; and

WHEREAS, said petition included a 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 Planning Commission made findings of fact that such Site Plan complies with the standards for granting approval of a site plan found in Chapter 44 Division 17-9 of the Bloomington City Code; and the standard for granting approval of a special use found in Chapter 44 Division 17-7; and the standards for granting approval of a variance found in Chapter 44 Division 17-9, 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 conditions.

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.
2. The City Council adopts the findings of fact for the Site Plan Review and Special Use and Variance as recommended by the Planning Commission.
3. The City Council hereby approves the Site Plan, Special Use, and Variance for a Mini Warehouse and Vehicle Rental Service for the property at 1225 Holiday Drive, legally described in Exhibit “A” and depicted in Exhibit(s) “B”, and with the following variances: variance from §44-1026D, building height, a variance 3 ½ feet in height.
4. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.
5. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 23rd day of May 2022.

APPROVED this _____ day of May 2022.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

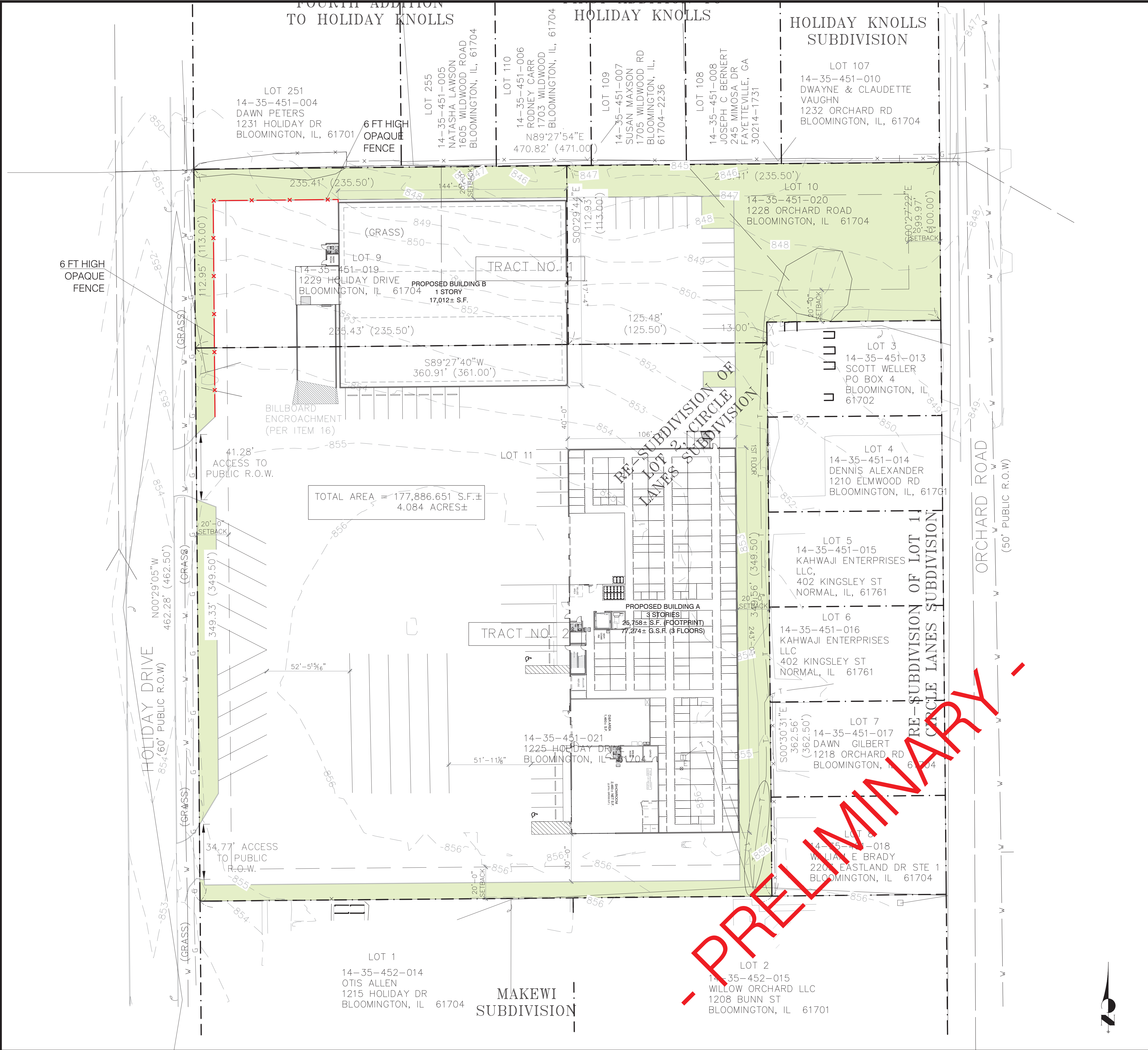
Exhibit A
Legal Description
1225 Holiday Drive

Tract No. 1:

Lots 9 and 10 in the Re-Subdivision of Lot 2, Circle Lanes Subdivision, in the City of Bloomington, according to the plat thereof recorded February 20, 1991 as Document Number 91- 2439, in McLean County, Illinois.

Tract No. 2:

Lot 11 in the Re-Subdivision of Lot 2, Circle Lanes Subdivision, in the City of Bloomington, according to the plat thereof recorded February 20, 1991 as Document Number 91-2439, in McLean County, Illinois.



PRELIMINARY SITE PLAN

SCALE: 1" = 30' - 0"



SITE AERIAL

SCALE: N.T.S.

ZONING INFORMATION:

PROJECT NAME: U-HAUL OF BLOOMINGTON

MUNICIPALITY: CITY OF BLOOMINGTON

PROJECT ADDRESS: 1225 HOLIDAY DRIVE
BLOOMINGTON, IL 61704

APN/ACRE/AREA: 14-35-451-021, 14-35-019, 14-35-451-020
4.084 ACRES, 177,886.651 S.F.

ZONE: B-1 (GENERAL COMMERCIAL)

ADJACENT ZONING:

N - R1-C (SINGLE FAMILY RESIDENCE DISTRICT)
E - B-1 (GENERAL COMMERCIAL)
S - B-1 (GENERAL COMMERCIAL)
W - B-1 (GENERAL COMMERCIAL)

USES: VEHICLE RENTAL - SUP
SELF-STORAGE FACILITIES - SUP
MINI-STORAGE FACILITY - SUP
RETAIL - PERMITTED

BULK REQUIREMENTS:

SETBACKS (FOR MINI WAREHOUSES):

FRONT YARD: 20 FT.
SIDE YARD: 20 FT.
REAR YARD: 20 FT.

FAR: 0.8 ALLOWED, 0.53 PROPOSED

HEIGHT LIMIT:

MINI WAREHOUSE: 35 FT. ALLOWED, 38'-6" PROPOSED
ALL OTHER USES: NONE

PARKING:

GENERAL RETAIL = 1 SP / 250 GFA (12 REQ.)
MINI WAREHOUSE = 1 SP / 25 STORAGE LOCKERS + 2 SP FOR MANAGER'S OFFICE (26 REQ.)
TOTAL = 38 REQUIRED, 38 PROVIDED

LANDSCAPE:

YARD DEPTH: (MIN) 10 FT.
BUILDING FOUNDATION LANDSCAPING: 60% OF THE LENGTH OF THE FACADE
PARKING LOT PERIMETER LANDSCAPING:
WIDTH: (MIN) 6'-0" FOR INTERIOR AREAS; (MIN) 12' ADJOINING ROW
PARKING LOT INTERIOR LANDSCAPING:
(FOR PARKING LOTS CONSISTING OF 10 OR MORE SPACES)
PARKING LOT ISLAND: 1 ISLAND/10 PARKING SP.
DIMENSIONS: (MIN) 200 SF.

PROPOSED MIX										
LOCKER SIZE	NON-CLIMATE - 40%				CLIMATE - 60%				TOTAL	
	1st Flr	SQ. FT.	%		2nd Flr	SQ. FT.	%		QTY	SQ. FT.
5 x 5	21	525	4%		26	650	4%		73	1,825
5 x 10	70	3,500	27%		88	4,400	24%		246	12,300
7 x 10	2	140	1%		1	70	0%		5	350
10 x 8	1	80	1%		3	240	1%		5	400
10 x 10	60	6,000	46%		87	8,700	47%		236	23,600
10 x 15	19	2,850	22%		29	4,350	24%		77	11,550
TOTAL	173	13,095	100%		234	18,410	100%		642	50,025

U-BOX AREA = 16,636± S.F.
TOTAL U-BOXES = 1,000 (4-HIGH)

SITE DATA

SHEET NOTES:

REVISIONS:

NO.	DATE	INITIALS	NOTES
1			
2			
3			
4			
5			
6			
7			
8			

PROFESSIONAL SEAL:

PRELIMINARY DOCUMENTS:
NOT FOR CONSTRUCTION.
FOR INFORMATION ONLY.

ARCHITECT LOGO:

AMERCO
REAL ESTATE COMPANY

CONSTRUCTION DEPARTMENT
2727 NORTH CENTRAL AVENUE
PHOENIX, ARIZONA 85004

P: (602) 263-6502

SITE ADDRESS:

U-HAUL OF BLOOMINGTON
1225 HOLIDAY DRIVE
BLOOMINGTON, IL 61704

SHEET CONTENTS:

PROPOSED
SITE PLAN

934071

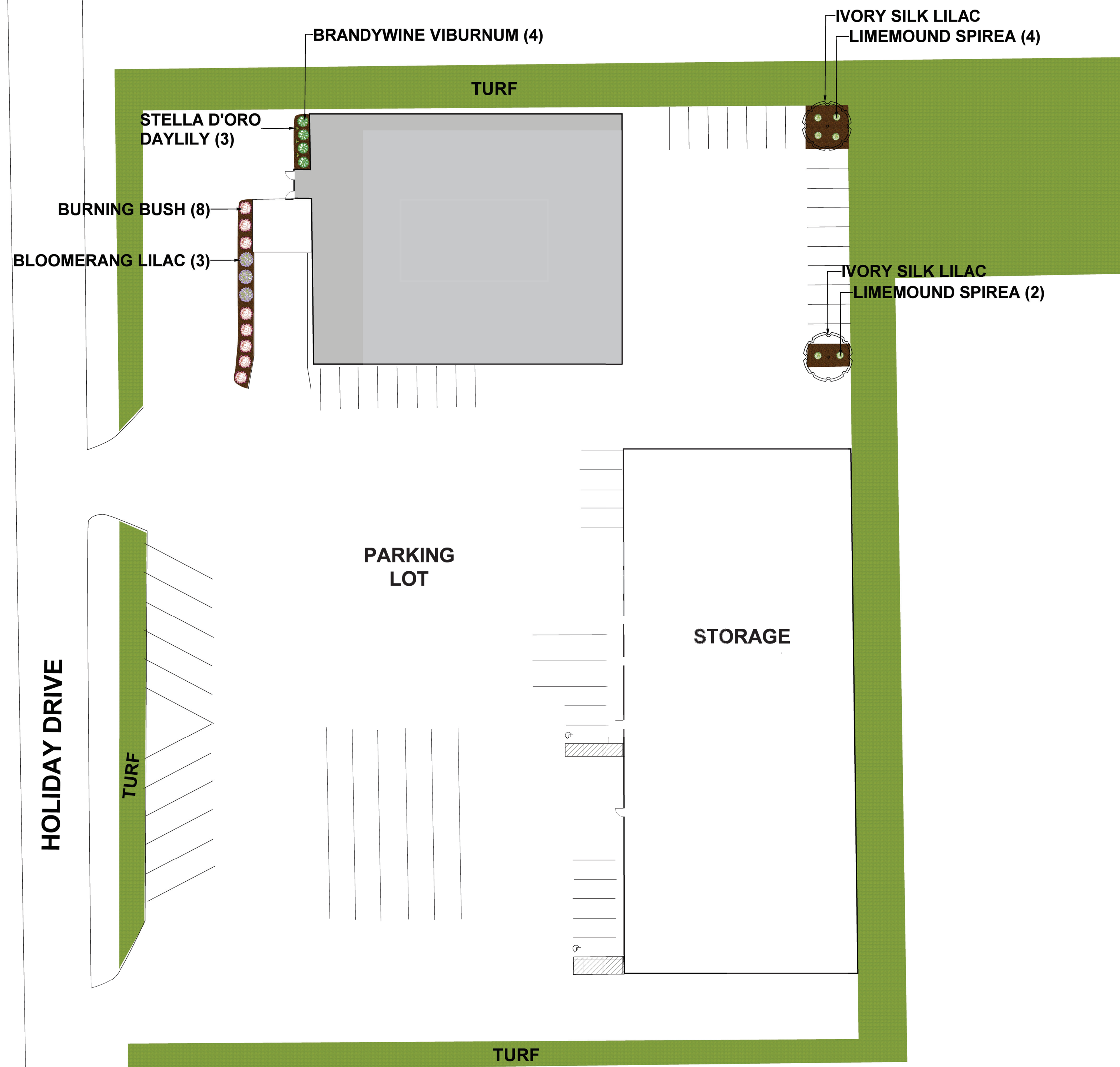
DRAWN: AS

CHECKED: XX

DATE: 02/11/22

SP1

934071 A1A.DWG



LANDSCAPE REQUIREMENT SUMMARY

- FOUNDATION PLANTING - FRONTAGE > THAN 10' FRONTAGE
- 4 - VIBURNUM NUDUM - BRANDYWINE VIBURNUM
- 8 - EUONYMUS ALATUS 'COMPACTUS' - BURNING BUSH
- 3 - SYRINGA X BLOOMERANG - BLOOMERANG LILAC BUSH
- 3 - HEMEROCALIS 'STELLA DE ORO' - STELLA D'ORO DAYLILY

- PARKING LOT - IN AREAS WITH 10+ PARKING SPACES
- 2 - SYRINGA RETICULATA 'IVORY SILK' - IVORY SILK LILAC
- 6 - SPIRAEA X BUMALDA 'MONHUB' - LIMEMOUND SPIREA

SINCE SURROUNDING AREAS ARE ZONED AS "BUSINESS" THERE IS NO LANDSCAPING TRANSITIONAL YARD REQUIRED AS DISCUSSED WITH ALLISSA WITH BLOOMINGTON DEPT OF ECONOMIC AND COMMUNITY DEVELOPMENT.

AS ALSO DISCUSSED WITH ALLISSA, THIS IS A PRELIMINARY DESIGN AND CHANGES MAY BE REQUIRED AFTER THE BLOOMINGTON DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT EVALUATES.

NOTES:

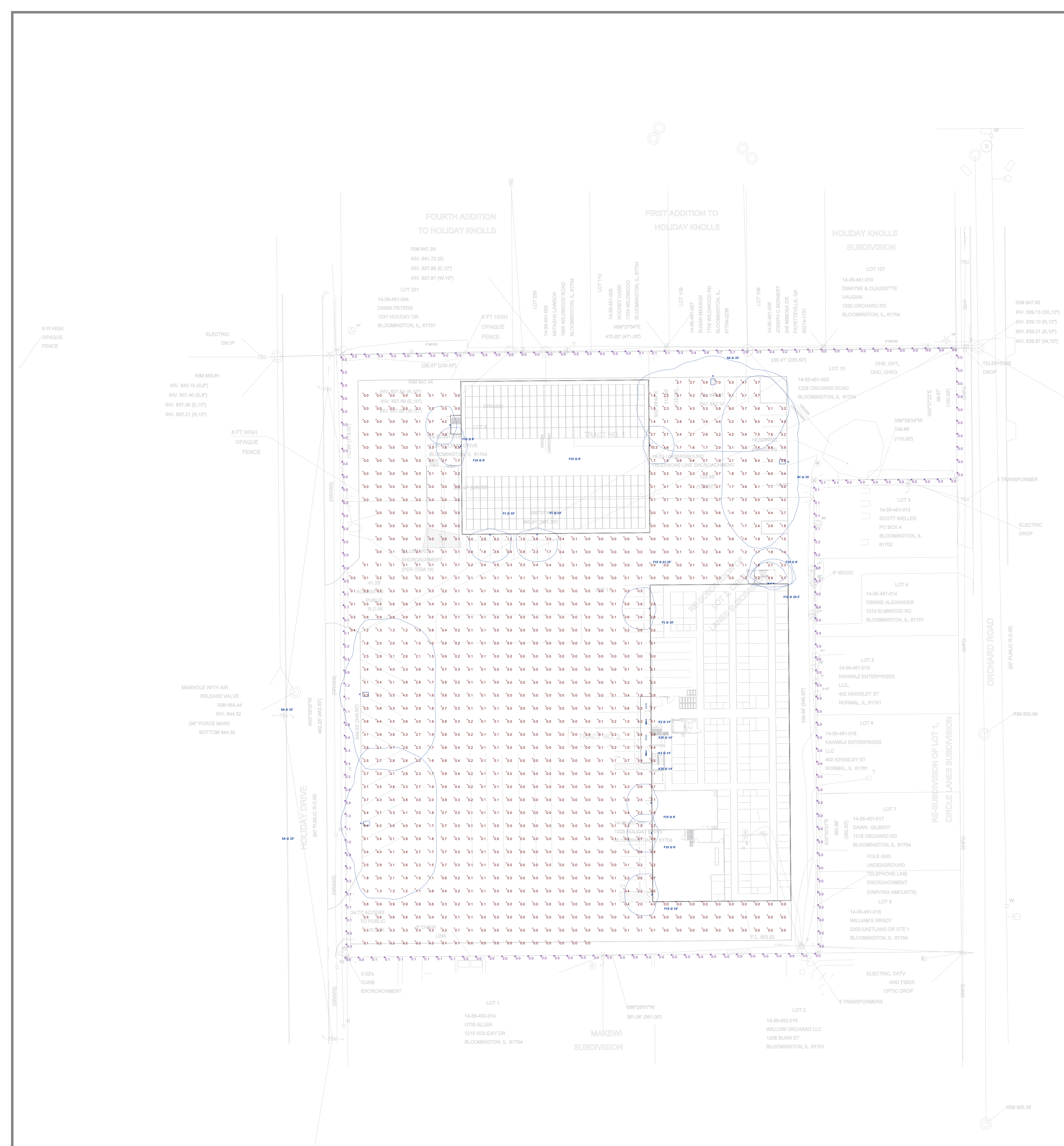
- ALL PLANT BEDS TO BE MULCHED WITH MINIMUM 3' DEPTH OF HARDWOOD SHREDDED MULCH.
- THERE IS TO BE A NATURAL EDGE WHERE PLANT BED MEETS TURF.

PRELIMINARY



Statistics							
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min	
PROPERTY LINE - FC @ GRADE	X	0.1 f.c.	1.3 f.c.	0.0 f.c.	N/A	N/A	
SITE - FC @ GRADE	+	1.1 f.c.	10.3 f.c.	0.0 f.c.	N/A	N/A	

Schedule									
Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lamp	Filename	Lumens Per Lamp	Light Loss Factor
	F1	3	Lithonia Lighting	WST LED P1 40K VF MVOLT DOBKD	WST LED, Performance package 1, 4000 K, visual comfort forward throw, MVOLT	LED - 4000K COLOR TEMP	WST_LED_P1_40K_VF_MVOLT ies	1639	0.95
	F1E	9	Lithonia Lighting	WST LED P1 40K VF MVOLT DOBKD EL	WST LED, Performance package 1, 4000 K, visual comfort forward throw, MVOLT	LED - 4000K COLOR TEMP	WST_LED_P1_40K_VF_MVOLT ies	1639	0.95
	K2	2	Lithonia Lighting	WRT 2 32 A12125 MVOLT GEB10IS	WET LOCATION TROFFER 1' X 4'	TWO 32-WATT T8 LINEAR FLUORESCENTS.	WRT_2_32_A19_T8U1 ies	2850	0.75
	K2E	2	Lithonia Lighting	WRT 2 32 A12125 MVOLT GEB10IS EL14	WET LOCATION TROFFER 1' X 4'	TWO 32-WATT T8 LINEAR FLUORESCENT.	WRT_2_32_A19_T8U1 ies	2850	0.75
	SA	3	Lithonia Lighting	DSK2 LED P4 40K T4M MVOLT HS DOBKD / SSS 22' POLE WITH 3' BASE	DSK2 LED P4 40K T4M MVOLT with house-side shield	LED - 4000K COLOR TEMP	DSK2_LED_P4_40K_T4_M_MVOLT_HS ies	25364	0.95
	SC	1	Lithonia Lighting	DSK2 LED P4 40K BLC MVOLT DOBKD / SSS 22' POLE WITH 3' BASE	DSK2 LED P4 40K BLC MVOLT	LED - 4000K COLOR TEMP	DSK2_LED_P4_40K_BLC_MVOLT ies	27374	0.95

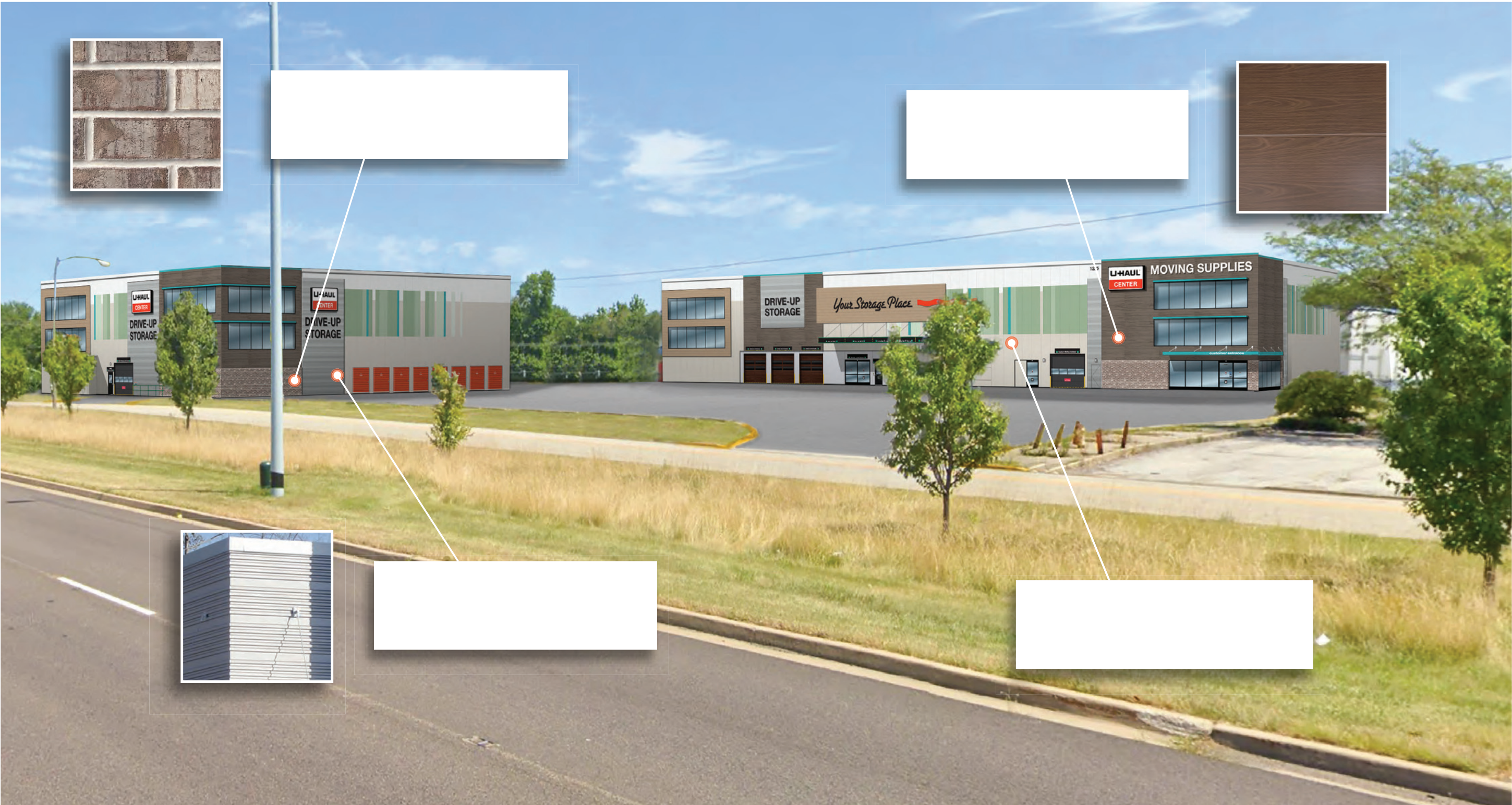




MOVING & STORAGE OF BLOOMINGTON

1225 Holiday Dr. Bloomington, IL 61704

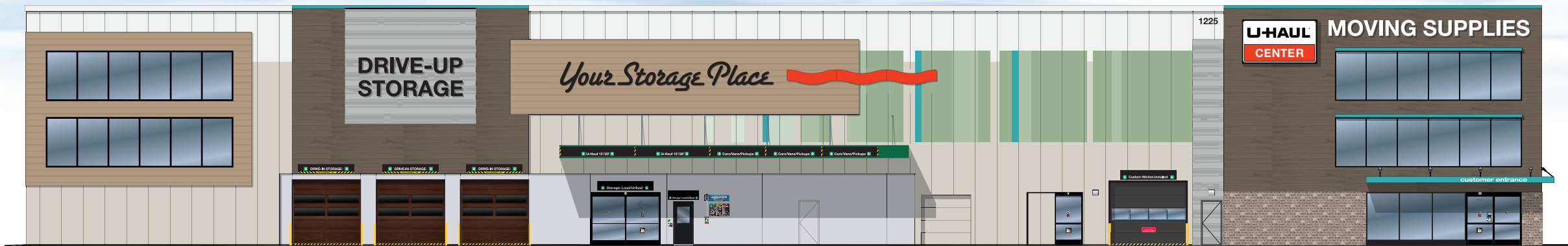




U-HAUL

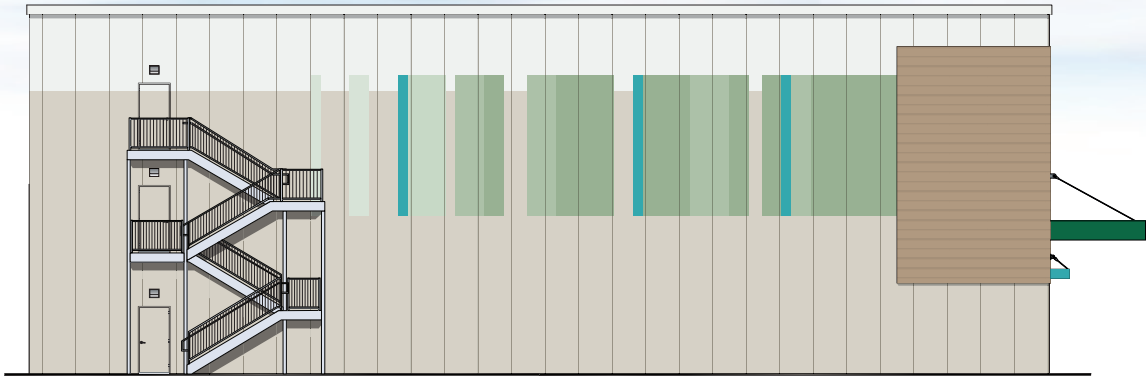
MOVING & STORAGE OF BLOOMINGTON

1225 Holiday Dr. Bloomington, IL 61704



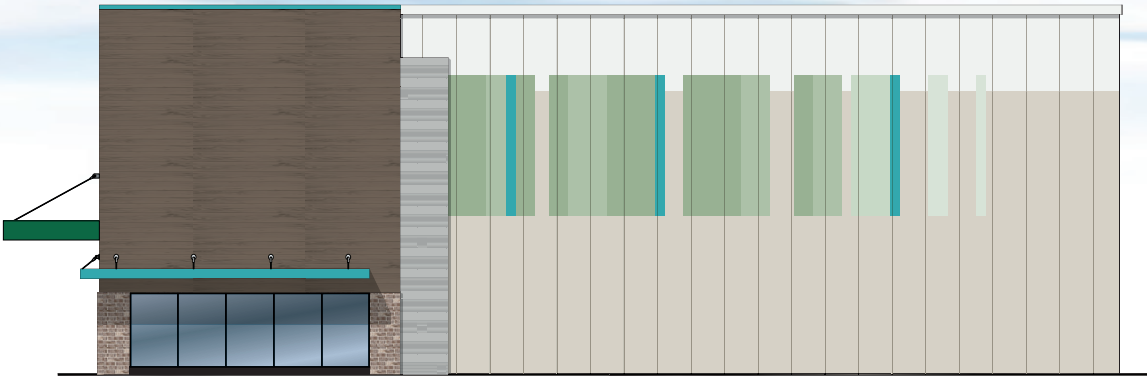
WEST ELEVATION: BUILDING A

Scale: 1" = 20'



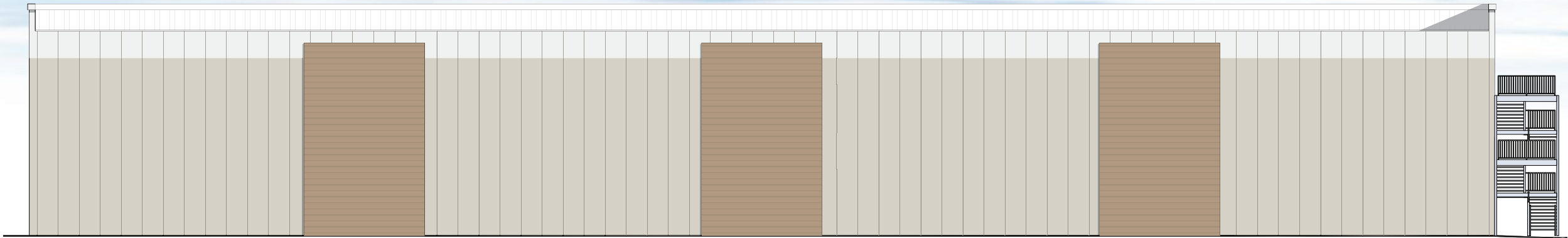
NORTH ELEVATION: BUILDING A

Scale: 1" = 20'



SOUTH ELEVATION: BUILDING A

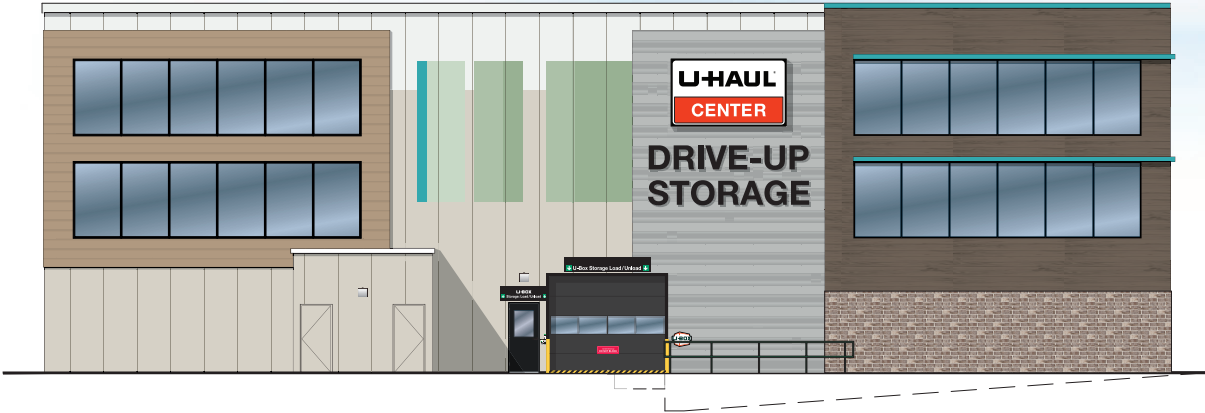
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EAST ELEVATION: BUILDING A

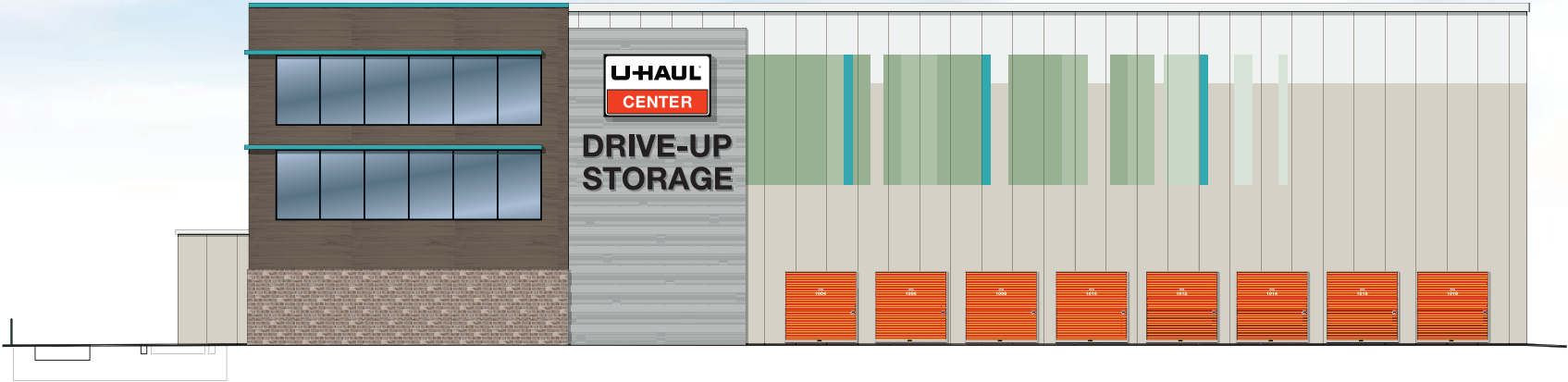
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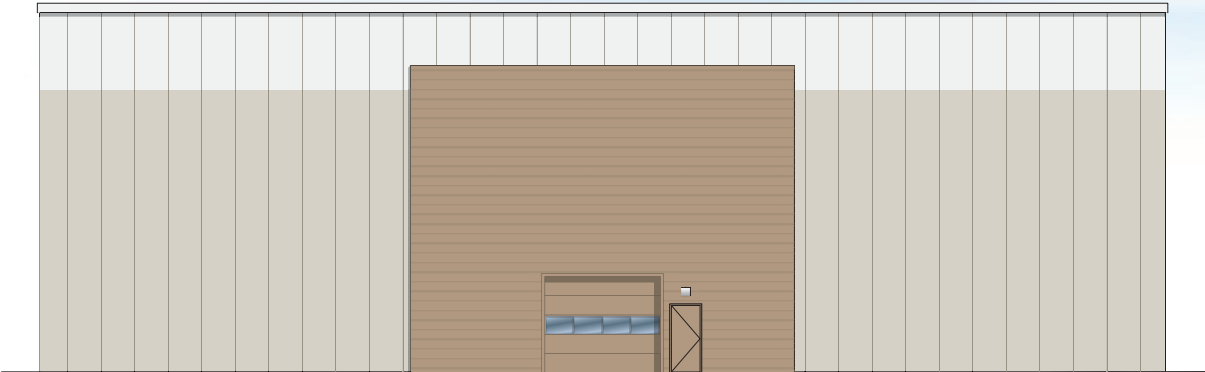
WEST ELEVATION: BUILDING B

Scale: 1" = 20'



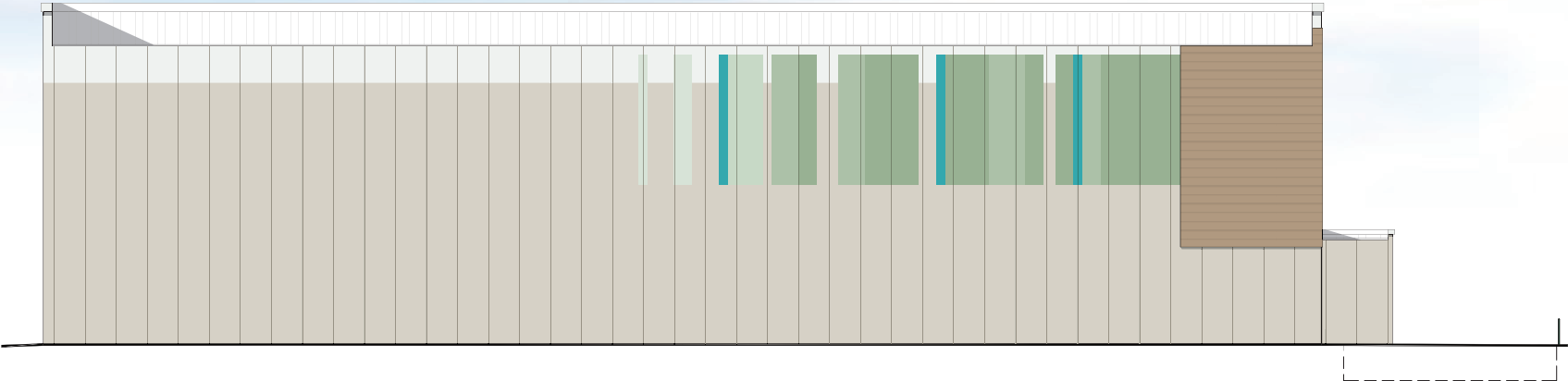
SOUTH ELEVATION: BUILDING B

Scale: 1" = 20'



EAST ELEVATION: BUILDING B

Scale: 1" = 20'



NORTH ELEVATION: BUILDING B

Scale: 1" = 20'



PLANNING COMMISSION

TO: Planning Commission

FROM: Economic & Community Development Department

DATE: May 4, 2022

CASE NO: PR-06-22, Site Plan Review

REQUEST: Public hearing, review, and action on a petition submitted by Stephany Sheekey, on behalf of U-Haul Corporation, requesting approval of a Site Plan (and Special Use) to allow a Mini Warehouse and Vehicle Rental Service in the B-1 (General Commercial) District with a Variance for the property located at 1225 Holiday Drive, in Bloomington (PIN: 14-35-451-019, 14-35-451-020, 14-35-451-021).

BACKGROUND

Petitioners' request:

The petitioner is requesting a Legislative Site Plan Review (and Special Use) with a Variance, to develop a mini warehouse and vehicle rental service with an associated surface parking area at the subject property. Mini warehouse is identified as a Special Use in the B-1 (General Commercial) District. Vehicle rental service is identified as a permitted use in B-1 District but requires a Special Use if adjoining a residential boundary. The site will include two three-story buildings. The height of the buildings is proposed at 38 feet, 6 inches, which exceeds the 35-foot height requirement. The variance request is to allow the increased height.

Property Characteristics:

The subject property consists of roughly 4.08 acres of land located near the northeastern intersection of Veterans Parkway and Empire Street (IL Route 9) in Bloomington. The property was previously utilized as a bowling alley which has been vacant for several years. The surrounding properties consist of commercial and residential zoning districts. The surrounding uses also consist of commercial, office and residential uses.

Notice:

The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Monday, April 18, 2022. Courtesy notices were mailed to 64 property owners within 500 feet of the subject property.

Surrounding Zoning and Land Uses

Zoning		Land Uses
North	R-1C, (Single Family Residential)	Residential
South	B-1, (General Commercial)	Office
East	B-1, (General Commercial)	Residential
West	B-1, (General Commercial)	Commercial

ANALYSIS

Compliance with the Comprehensive Plan

The subject property is identified as Tier 1-Infill Redevelopment Priority. The Future Land Use map identifies the site as Regional Commercial. Approval of the Site Plan aligns with the following goals of the Comprehensive Plan:

- Goal N-1. Enhance the livability of all Bloomington neighborhoods.
- ED -4.2. Prioritize infill and redevelopment to spur growth and reinvestment in the City.

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.

Standards for Consideration of Site Plan Review

Standard: 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 development is not incompatible with the existing development in the area. The site design is consistent with other developments on surrounding properties in the direct area. The building will meet all bulk requirements for B-1 zoning. The parking lot meets the code requirements for off-street parking and loading. All landscaping requirements have been met. **Standard is met.***

Standard: the extent to which the proposal minimizes any adverse impact of the development upon adjoining land.

*The proposed use will not have any adverse impacts on the development of adjoining land. The use is a special use within the zoning and is compatible with the uses of the surrounding properties. The building and landscaping shall comply with code requirements. The trash enclosure shall be fully screened as City Code requires. **Standard is met.***

Standard: 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 Holiday Drive. All curb cuts and aprons at the site are existing and will meet code requirements. **Standard is met.***

Standard: 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 surrounding properties are all zoned commercial. The uses range from commercial, office, and residential. A mini warehouse at the proposed site would be complementary to the existing surrounding uses. **Standard is met.***

Ch. 44. 10-26, Mini warehouses, provides additional minimum site and bulk standards for the siting and development of any mini warehouse:

- A. Buffers and screening. In addition to the requirements of Article XIII of this Code, the following minimum buffers and screening shall be required.
 - (1) A six-foot high opaque fence shall be required around the perimeter of the lot to be used as a mini warehouse site.
 - (2) A chain link or wire mesh fence interlaced or interwoven with opaque strips may qualify as meeting the requirements for a solid opaque fence, if approved by the Zoning Administrator.
 - (3) A landscaping strip, 12 feet in width, shall be provided along all street frontages and along borders where a mini-warehouse site abuts any Residential District.
- B. Site circulation.
 - (1) All one-way driveways shall provide for one ten-foot-wide parking lane and one fifteen-foot-wide travel lane. Traffic direction and parking shall be designated by signing or painting.
 - (2) All two-way driveways shall provide for one ten-foot-wide parking lane and two twelve-foot travel lanes.
 - (3) The parking lanes may be eliminated when the driveway does not serve storage cubicles.
- C. Maximum floor area. No storage cubicle shall have a gross floor area greater than 5,000 square feet.
- D. Building height. The maximum permitted building height shall be 35 feet or two stories, whichever is lower.
- E. The following minimum site and bulk standards shall be required for the siting and development of any mini-warehouse facility.

Table 1026: Mini Warehouses Site and Bulk Standards

Lot Standards

Min. Lot Area - 2 acres

Min. Lot Width - 100 feet

Site Design Standards

Front Yard - 20 feet

Side Yard - 20 feet

Rear Yard - 20 feet

Item D, Building height, has not been met as the applicant is proposing buildings with a height of 38 feet-6 inches, rather than the required 35-feet. All other standards have been met.

ADDITIONAL REQUESTS - SPECIAL USE

Ch 44, 17-9-D, Concurrent Applications

The applicant has requested a Special Use as part of the application, in accordance with Ch. 17, 17-9-D of the Site Plan Review process. Land uses proposed to be included in a development requiring a legislative public hearing site plan review which would otherwise be allowed by Special Use Permit only are exempted from the administrative public hearing normally required for such Special Use Permit applications and the Planning Commission shall consider the standards for granting a special use.

The requested special use, therefore, is subject to the standards for granting a special use (Chapter 44, 17-7).

Ch. 44, 17-7 Special uses.

For each Special Use application, the Board of Zoning Appeals shall report to the Council its findings of fact and recommendations, including the stipulations of additional conditions and guarantees, when they are deemed necessary for the protection of the public interest or to meet the standards as specified herein. No special use application shall be recommended by the Board of Zoning Appeals for approval unless all of the following factors are found:

Standards for Consideration of Special Use Permits

Standard: that the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, comfort or general welfare.

The request involves the establishment of a mini warehouse and vehicle rental service at the site. The proposed use is consistent to how the surrounding property has historically been developed with other commercial uses. Standard is met.

Standard: That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.

The site design and use are consistent with other development in the direct area and should not impact property values. Standard is met.

Standard: That the establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the zoning district.

Several other commercial uses exist in the direct area. The mini warehouse and vehicle rental service will be developed in accordance with zoning bulk requirements and will not impede adjacent properties. Standard is met.

Standard: That adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided.

Building code and engineering requirements and will be thoroughly reviewed through the permit process. Standard is met.

Standard: That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

The vehicular access points are existing to the site and should not negatively affect traffic in the area. Standard is met.

Standard: That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may be modified by the Council pursuant to the recommendations of the Board of Zoning Appeals. (Ordinance No. 2006-137).

The proposed Special Use is subject to, and adherent, with the regulations of the B-1 District. Other applicable site plan development standards including off-street parking, landscape and lighting will be addressed with building permits.

Standard is met.

ADDITIONAL REQUESTS - VARIANCE

Ch 44, 17-9-D, Concurrent Applications (Variances)

The applicant has requested Variances as part of the application, in accordance with Ch. 17, 17-9-D of the site plan review process. The requests are as follows:

The petitioner seeks a Variance from §44-1026-D (Mini warehouse - building height), to allow construction of buildings at 38 feet, 6 inches. §44-1026-D states, "The maximum permitted building height shall be 35-feet or two stories, whichever is less."

Standards for Consideration of Variances

Standard: that the property has physical characteristics that pose unreasonable challenges which make strict adherence to the Code difficult.

*The site has been vacant for several years and will require redevelopment of the entire site. The new buildings will be an additional three feet, six inches, and allow for the function of the storage facility and is consistent with standard industry design. **Standard is met.***

Standard: that the variance would be the minimum action necessary to afford relief to the applicant.

*The variance is required due to the nature of the request to not meet the 35-foot height required by the Code and redevelop the site. **Standard is met.***

Standard: that the special conditions and circumstances were not created by any action of the applicant.

*No special conditions or circumstances were created by the applicant in this situation. **Standard is met.***

Standard: that granting the variation request will not give the applicant any special privilege that is denied to others by the Code.

*No special privilege has been given to the applicant in this situation. **Standard is met.***

Standard: that the granting of the variation will not be detrimental to the public welfare, alter the essential character of the neighborhood, nor unreasonably impair the use of development of adjoining properties.

*There is no expected potential negative impact to the public welfare. The variance would not be expected to alter the character of the neighborhood, nor impair the use or development of adjoining properties. **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:

1. Motion to establish findings of fact that the subject property meets the Legislative Site Plan Review criteria in Chapter 44.17-9 of the City Code and recommend that City Council approve a Site Plan for the property located at 1225 Holiday Drive (PIN: 14-35-451-019, 14-35-451-020, 14-35-451-021) (Ward 5).
2. Motion to establish findings of fact that the subject property meets the Special Use criteria in Chapter 44, 17-7 of the City Code and recommend that City Council approve a Special Use to allow a Mini Warehouse and Vehicle Rental Service in the B-1 (General Commercial) District for the property located at 1225 Holiday Drive (PIN: 14-35-451-019, 14-35-451-020, 14-35-451-021) (Ward 5).
3. Motion to establish findings of fact that the subject property meets the Variance criteria in Chapter 44, 17-9-D of the City Code recommend that the City Council approve a Variance associated with this site plan, to allow construction of buildings at 38 feet, 6 inches, which exceed the 35-foot height requirement for the property located at 1225 Holiday Drive (PIN: 14-35-451-019, 14-35-451-020, 14-35-451-021) (Ward 5).

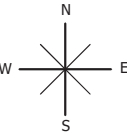
Respectfully submitted,

Jon Branham

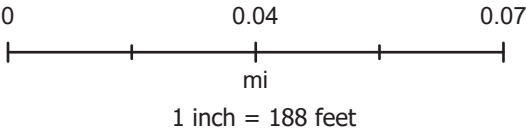
City Planner

Attachments:

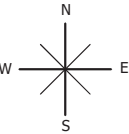
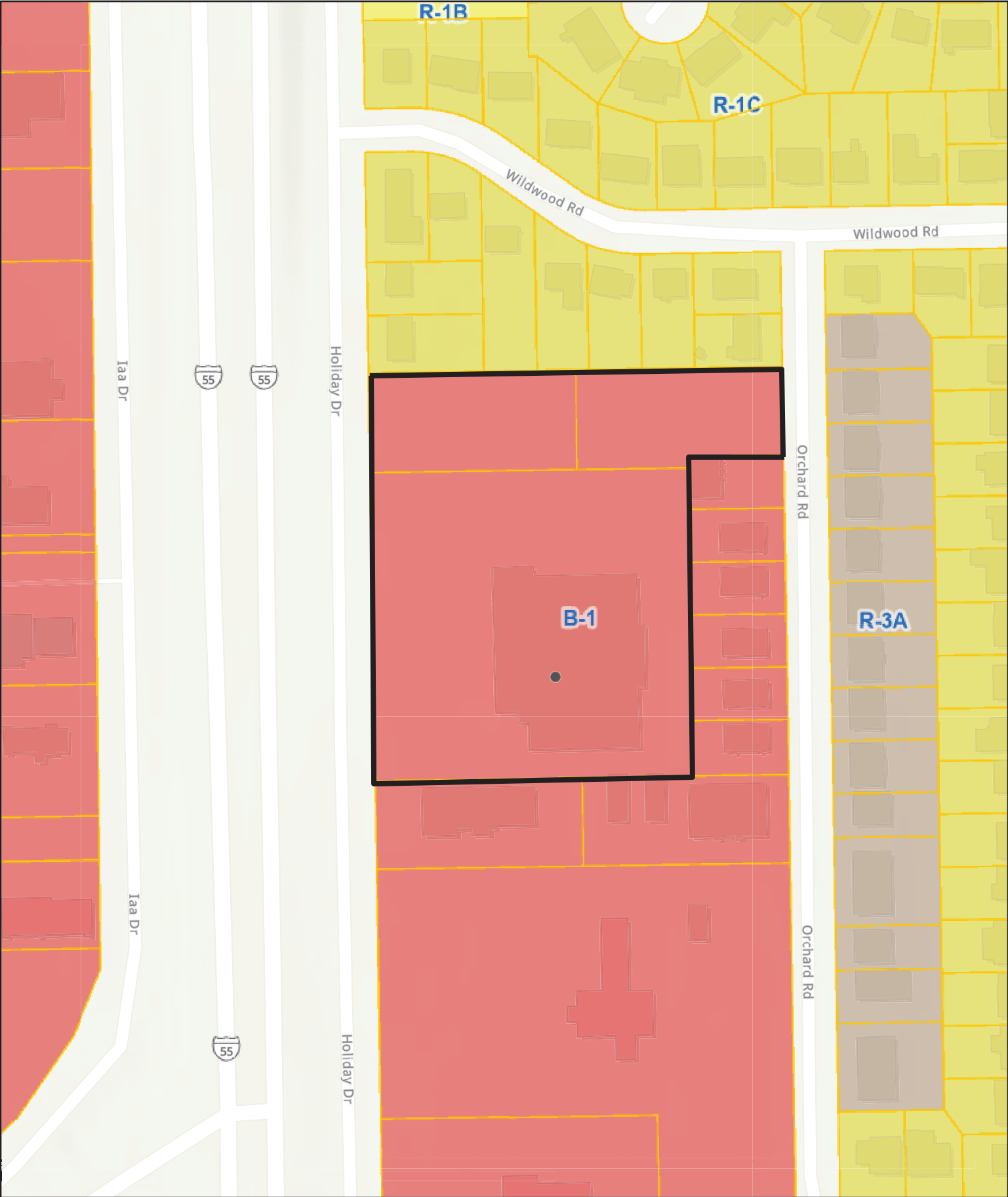
- Draft ordinance
- Site Plan, Landscape Plan, Building Renderings
- Aerial map
- Zoning map
- Neighborhood notice and map



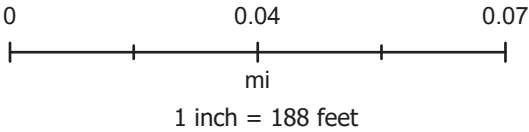
McGIS does not guarantee the accuracy of the information displayed. Only on-site verification or field surveys by a licensed professional land surveyor can provide such accuracy. Use for display and reference purposes only.



1225 Holiday Dr - Zoning Map3



McGIS does not guarantee the accuracy of the information displayed. Only on-site verification or field surveys by a licensed professional land surveyor can provide such accuracy. Use for display and reference purposes only.



B. PR-06-22 Public hearing, review and action on a request by Stephanie Sheekey, on behalf of U-Haul Corporation, for Legislative Site Plan Review, with Special Use Permit, and Variance, for the property located at 1225 Holiday Drive. PIN: 14-35-451-019, 14-35-451-020, 14-35-451-021.

City Staff Jon Branham presented the staff report and indicated all standards have been met and concluded with a recommendation for approval.

Commissioner Boyd inquired if sidewalk existing along Holiday Drive and if any is any proposed. Mr. Branham stated there were not identified on the site plan. Commissioner Boyd inquired whether it would be within Commission's purview to request sidewalks along Holiday Drive. Mr. Branham agreed it would be acceptable.

Chairperson Mohr inquired where the transitional yards and associated plantings would be located. Mr. Branham clarified that the transitional yards on the north and east sides of the property, adjacent to the residential uses. Chair Mohr noted there is also a fence requirement.

Kevin Barringer (3652 Clear Lake, Springfield, IL) on behalf of U-Haul Corporation, introduced himself and provided background on the request. He described the activities U-Haul intended for this location. He stated the site was ideal from their perspective. He reviewed the types of items that can and cannot be stored. He described details on video surveillance provided. He stated that U-Haul tries to be a good neighbor; they tend to be a relatively quiet activity and do not have an impact on school districts. He stated drive-by awareness is important, so attractive and prominent imagery is important. He noted that when near transit, approximately 50% of the customers will access the site via non-single-auto methods.

Mark Kudrys (3105 Cumbria Drive) stated that he owns multiple multi-family properties nearby and had concerns about the traffic. He noted that where the frontage road (Holiday Drive) meets Mt. Vernon is a challenging intersection, and he would like to know if there is a plan for addressing large trucks/trailers in/out of the site.

Mr. Branham stated that access to and from the site would be via Empire Street and that no access points would be changing. Chairperson Mohr confirmed that access is not available from the north, but due to the distance from the site this is likely not in the purview of the applicant to address.

Susan Maxon (1705 Wildwood Road) stated that she had met with company multiple times and had received feedback from other neighbors. She stated one of her primary concerns was traffic, specifically what type and size of vehicles would be allowed. She was also concerned with the possible impact on property values. She had concerns with how the development will impact flooding. Additionally, she was concerned with the height of the building. She remarked she was concerned about the ongoing criminal issues in the existing vacant parking lot. She expressed concern about noise and inconvenience during the building phase and wanted to make sure the lighting does not disrupt adjacent properties. She noted that

DRAFT

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hours of operation are 7am-7pm, but individuals could access their storage units outside of this time, so there was concern with individuals on the property at odd hours. She stated she would like to clarify types of items that could be stored and guarantees to ensure nothing harmful is stored.

Commissioner Kreiger left at 5:05pm.

Mr. Barringer stated that their goal is to always be the best neighbors possible, so they did reach out to the surrounding community and have had ongoing discussions with neighbors about the project. He stated the traffic study U-Haul conducted noted they would project 31 trips to occur during weekdays and 53 trips on weekends, which is significantly less than projections for other appropriate uses for the site. He highlighted lighting and security surveillance as a means to address criminal activity. He addressed how the property will be maintained to ensure cleanliness inside and outside of the buildings and addressed how items stored within the buildings are monitored for safety. He stated that construction timing is typically around 10 months.

Mr. Stanczak stated he likes the appearance of the building but was concerned about overall height. He inquired if the height proposed is really needed. Mr. Barringer responded that the height is necessary as they are trying to decrease overall footprint by going vertical and explained industry storage dimension standards.

Phil Martin of Martin Engineering (3695 S. 6th Street, Springfield, IL) spoke regarding stormwater management on the property. He indicated where the stormwater detention basin will be located and thanked the neighbors who provided him video of the flooding on their properties. He noted that they may be able to add a berm to slow down stormwater runoff along the north side of the property. He stated he was still in initial stages of design and will work with City Staff to meet all requirements.

Chairperson Mohr asked about the exact location of the fence. Mr. Branham indicated the location of the fence on the site plan.

Tricia Lawson (1605 Wildwood Road) inquired whether the trees will be on outside or inside of the fence. She stated she would like to know who is responsible for maintenance of the buffer between the homes and U-Haul development. She stated she would like to make sure that video surveillance does not extend into the neighboring yards.

Chairperson Mohr noted that U-Haul owns the buffer area and would be responsible for maintaining it. It was stated that plantings would be located inside of the fence.

Mr. Barringer stated the surveillance is strategically placed to capture as much of the property as possible, but not capture surrounding properties. He stated he understood the sensitivity of the issue.

Commissioner Galpalli inquired about the windows facing out toward the north side of the property. Mr. Barringer clarified they are “show windows,” rather than functional.

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Chairperson Mohr asked about parking requirements. Mr. Barringer stated parking meets Code requirements.

Chairperson Mohr recommended the placement of a sign directing people to exit to the south to prevent them from existing north on Holiday Drive and having to turn around at the end.

Commissioner Boyd stated that he understands concerns of residents, but also sees a vacant property. He stated an active use would assist with addressing the criminal issues, and redevelopment of the site assist with stormwater issues. He stated he was also concerned about traffic flow, but Route 9 is State Route and thus outside the purview of the Commission. He recommended that residents speak with their representatives regarding ongoing traffic issues on Rt 9.

Chairperson Mohr mentioned that he shares concerns of Commissioner Boyd.

A motion to establish Findings of Fact that the subject property meets the Legislative Site Plan Review criteria in Chapter 44.17-9 of the City Code and recommend that City Council approve a Site Plan for the property located at 1225 Holiday Drive (PIN: 14-35-451-019, 14-35-451-020, 14-35-451-021) with the condition a sidewalk be placed along the West property line was made by Mr. Boyd and seconded by Mr. Danenberger. Roll call vote: Mr. Boyd - Yes, Mr. Stanczak - Yes, Mr. Danenberger - Yes, Mr. Sant-Amour - Yes, Mr. Galpalli - Yes, Ms. Patino - Yes, Chairperson Mohr - Yes. (7-0). Motion passed.

A motion to establish Findings of Fact that the subject property meets the Special Use criteria in Chapter 44, 17-7 of the City Code and recommend that City Council approve a Special Use to allow a Mini Warehouse and Vehicle Rental Service in the B-1 (General Commercial) District for the property located at 1225 Holiday Drive (PIN: 14-35-451-019, 14-35-451-020, 14-35-451-021) was made by Mr. Stanczak and seconded by Mr. Galpalli. Roll call vote: Mr. Boyd - Yes, Mr. Krieger - Yes, Mr. Stanczak - Yes, Mr. Danenberger - Yes, Mr. Sant-Amour - Yes, Mr. Galpalli - Yes, Ms. Patino - Yes, Chairperson Mohr - Yes. (7-0). Motion passed.

A motion to establish findings of fact that the subject property meets the Variance criteria in Chapter 44, 17-9-D of the City Code recommend that the City Council approve a Variance associated with this site plan, to allow construction of buildings at 38 feet, 6 inches, which exceed the 35-foot height requirement for the property located at 1225 Holiday Drive (PIN: 14-35-451-019, 14-35-451-020, 14-35-451-021) was made by Mr. Boyd and seconded by Mr. Galpalli. Roll call vote: Mr. Boyd - Yes, Mr. Stanczak - Yes, Mr. Danenberger - Yes, Mr. Sant-Amour - Yes, Mr. Galpalli - Yes, Ms. Patino - Yes, Chairperson Mohr - Yes. (7-0). Motion passed.

DRAFT

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CONSENT AGENDA ITEM NO. 7.M

FOR COUNCIL: May 23, 2022

SPONSOR: Economic & Community Development Department

WARD IMPACTED: Ward 1

SUBJECT: Consideration and action on an Ordinance Approving a Zoning Map Amendment from B-1 (General Commercial) District to R3-B (Multi-Family Residence) District, for the Property Located at 705 E. Washington Street, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION:

The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

- Goal 5. Great Place - Livable, Sustainable City
- Goal 4. Strong Neighborhoods
- Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5b. City decisions consistent with plans and policies
- Objective 4c. Preservation of property/home valuations
- Objective 4b. Upgraded quality of older housing stock
- Objective 3c. Revitalization of older commercial homes

BACKGROUND: The petitioner, Mark Kudrys, is requesting approval of a zoning map amendment for property located at 705 E. Washington Street in the City of Bloomington, from B-1 (General Commercial) District to R3-B (Multi-Family Residence) District. A residential/commercial building exists on the property.

On Wednesday, May 4, 2022, the Planning Commission held a public hearing and voted 6-0-0 to recommend approval of the request. The recommendation is consistent with the staff recommendation.

For more detailed information, please see the attached Staff Report to the Planning Commission and draft meeting minutes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Planning Commission held a public hearing on Wednesday, May 4, 2022. The City published notice of the hearing in *The Pantagraph* on Monday, April 18, 2022. Courtesy notices were mailed to 101 property owners within 500 feet of the subject property and a notification sign was placed on the property.

FINANCIAL IMPACT: The proposed map amendment will allow for redevelopment of an existing property adding to the City's tax base and potentially increasing future revenues for the City.

COMMUNITY DEVELOPMENT IMPACT: The 2035 Comprehensive Plan's Future Land Use map identifies this section of East Washington Street as Mixed Use. The Land Use Priorities map does not identify this area as a priority area. The proposed B-2 zoning map amendment supports the following Comprehensive Plan goals: N-1.3 Redevelop the neighborhoods in the Preservation area while carefully protecting their historic nature and character. 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. H-2. Ensure reinvestment in the established older neighborhoods and compact development of the City. H-2.2 Preserve historic homes and structures in the designated Preservation Area.

Respectfully submitted for Council consideration.

Prepared by: Glen Wetterow, City Planner

Reviewed by:



Melissa Hottel, Economic and Community Development Director

5/15/2022



Chris Tomertin, Budget Manager

5/16/2022

George Boyle

George Boyle, Assistant Corporation Counsel

5/19/2022



Tara Henry, Legislative Assistant & Records Manager

5/19/2022

Attachments:

- E&CD 6B Ordinance Z-07-22-2
- E&CD 6C Staff Report Z-07-22
- E&CD 6D Aerial Map Z-07-22
- E&CD 6E Zoning Map Z-07-22
- E&CD 6F DRAFT Minutes 030222_Z-04-22C

ORDINANCE NO. 2022 - _____

**AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FROM B-1
(GENERAL COMMERCIAL) DISTRICT, TO R3-B (MULTI-FAMILY RESIDENCE) DISTRICT,
FOR THE PROPERTY LOCATED AT 705 E. WASHINGTON STREET**

WHEREAS, there was heretofore filed with the Economic and Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting a Zoning Map Amendment for the property commonly described as 705 E Washington St. (hereinafter referred to as "Property"), legally described in Exhibit "A" which is attached hereto and made part hereof by this reference; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said petition for a Zoning Map Amendment for the Property from B-1 (General Commercial) District to R-3B (Multi-family Residence) District and adopted findings of fact on the same; and

WHEREAS, the Bloomington Planning Commission found the requested Zoning Map Amendment to be in the public interest and not solely for the benefit of the applicant, using the standards and objectives of the City Code as set forth in Chapter 44 Division 17-6, E2; and

WHEREAS, following said public hearing, the Planning Commission recommended approval of rezoning of the Property and Zoning Map Amendment to R-3B (Multi-Family Residence) District; and

WHEREAS, the City Council is authorized to adopt this Ordinance and approve the petition to rezone said Property.

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

1. The above recitals are incorporated into and made a part of this ordinance as though fully set forth herein.
2. The Council hereby adopts the findings of fact made by the Planning Commission.
3. The petition requesting a Zoning Map Amendment for the property commonly described as 705 E Washington St. is hereby approved.
4. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.
5. This Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 23rd day of May 2022.

APPROVED this _____ day of May 2022.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Legal Description

705 East Washington Street

DIMMETTS 1ST ADD (BLOOMINGTON) Block:3 Lot:3

P.I.N.: 21-04-433-004



PLANNING COMMISSION

TO: Planning Commission

FROM: Economic & Community Development Department

DATE: May 4, 2022

CASE NO: Z-07-22, Zoning Map Amendment

REQUEST: Public hearing, review and action on a request by Mark Kudrys, requesting a Zoning Map Amendment for the property located at 705 E Washington, from B-1 (General Commercial) District to R-3B (Multi-Family Residence) District. PIN: 21-04-433-004.

BACKGROUND

Petitioners' request:

The petitioner seeks a Zoning Map Amendment for the subject property from B-1, (General Commercial) District, to R-3B (Multi-Family Residence) District to allow for a multi-family residence. The property is currently owned by the petitioner, Mr. Mark Kudrys, and currently has a commercial unit on the first floor and residential unit above. The petitioner intends to convert the commercial unit into a residential unit and eliminate any commercial use on site. The petitioner may also convert the existing single residential unit into two. With the desire to remove the commercial use, the petitioner is seeking to bring the property into conformance with the zoning code by converting the property to a residential zoning. Given the age of the home and its proximity to the Bloomington Central Business District, the petitioner is requesting the property be zoned R3-B, (Multi-Family Residence) District.

Property Characteristics:

The subject property consists of 0.16 acres of land located at 705 E. Washington Street. The property is located on the south side of E. Washington Street, between N. Clayton Street and N. Clinton Street. The home was constructed circa 1900 as a single family home. It is a two-story brick building, roughly 4,500 square feet and has associated surface parking to accommodate 4 parking spaces. The home was converted into two units, residential above, commercial below, in the late 1970s. The commercial space was utilized for office space. An addition to the home occurred in the 1980s. Until Mr. Kurdey came into ownership of the property roughly 5 years ago, the property had been utilized for residential and office purposes. In the timeframe Mr. Kurdys has owned the property, the first-floor commercial unit has been vacant. The second-floor residential unit has been and is currently, occupied. Neighboring properties are zoned R-3B (Multi-Family Residence) District and B-1 (General Commercial) District.

Notice:

The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Monday, April 18, 2022. Courtesy notices were mailed to 101 property owners within 500 feet of the subject property.

Surrounding Zoning and Land Uses

Zoning		Land Uses
North	B-1, (General Commercial)	Automotive Service and Repair
South	R-3B, (Multi-Family Residence)	Residential
East	B-1, (General Commercial)	Auto Sales
West	R-3B, (Multi-Family Residence)	Residential

ANALYSIS

*Comparison of Existing and Proposed Districts**

Existing Zoning

B-1 (General Commercial) District: The intent of this B-1 (General Commercial) District is to facilitate the development of community and regional commercial areas. The development contemplated in this district has such distinguishing characteristics as unified site planning and development that promotes a safe and conducive atmosphere for large volumes of shoppers; site accessibility such that the high volumes of traffic generated create minimal congestion and adverse impact upon surrounding land use; and unified architectural treatment of buildings rather than an assemblage of separate, conflicting store and structural types.

Proposed Zoning

R3-B (Multiple-Family Residence) District: The R-3B Residence District is intended to allow for increased neighborhood density through the development of small-lot single-family housing, townhomes, duplexes, and multifamily complexes, while being supportive of the overall historic character of the neighborhoods to which it is applied and the preservation of historic structures. A maximum density of 70 dwelling units per acre is permitted. This zoning is applied to areas that are principally on the fringes of the Bloomington Central Business District.

*A list of permitted uses for commercial and residential districts can be found online in [Chapter 44, Divisions 5-1](#) and [4-1](#) respectively.

Compliance with the Comprehensive Plan

Zoning Map Amendment requests should be consistent with the Comprehensive Plan. The 2035 Comprehensive Plan's Future Land Use map identifies this section of E. Washington Street as Mixed Use. The Land Use Priorities map does not identify this area as a priority area.

The proposed R3-B zoning map amendment supports the following Comprehensive Plan goals:

- N-1.3 Redevelop the neighborhoods in the Preservation area while carefully protecting their historic nature and character.
- 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.

- H-2. Ensure reinvestment in the established older neighborhoods and compact development of the City.
- H-2.2 Preserve historic homes and structures in the designated Preservation Area.

STANDARDS FOR REVIEW

As indicated in Ch. 44, 17-6 Zoning Map (rezoning) and text amendments, the Planning Commission shall be guided by those purposes, standards, and objectives of this Code and shall not recommend the adoption of any amendment unless it finds that such amendment is in the public interest and not solely for the benefit of the applicant.

Standards for Consideration of Rezoning

The suitability of the subject property for uses authorized by the existing zoning.

Uses permitted within the B-1 (General Commercial) District are primarily oriented towards higher intensity commercial uses. Currently, residential uses are not permitted with B-1 (General Commercial) District. The property has been utilized, as is, since before the zoning code change that prohibited residential uses in B-1 zoning. The standard is met.

The length of time the property has remained vacant as zoned considered in the context of land development in the area.

The property has not been entirely vacant. The residential unit is currently rented, but the commercial unit has been vacant for roughly 8 years. The petitioner has been unable to secure a tenant for the commercial unit as there does not appear to be a need for office space in the area. The standard is met.

*The suitability of the subject property for uses authorized by the proposed zoning.
The existing land uses and zoning of nearby property.*

A multiple-family dwelling unit is a permitted use in the R3-B zoning district, which is intended for multifamily complexes and other high-density forms of residential uses.. The standard is met.

The existing land uses and zoning of nearby property.

The subject property is surrounded by commercial and residential uses. The standard is met.

Relative gain or hardship to the public as contrasted and compared to the hardship or gain of the individual property owner resulting from the approval or denial of the zoning amendment application.

If the zoning map amendment is granted, the applicant would be able to utilize the site for purely residential purposes, which would benefit Bloomington residents. The standard is met.

The extent to which adequate streets are connected to the arterial street system and are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.

The site has access to E. Washington Street. **The standard is met.**

The extent to which the proposed amendment is inconsistent with the need to minimize flood damage and that the development of the subject property for the uses permitted in the proposed zoning classification will not have a substantial detrimental effect on the drainage patterns in the area.

The petitioner is not adjusting any drainage items at the property. **The standard is met.**

The extent to which adequate services (including but not limited to fire and police protection, schools, water supply, and sewage disposal facilities) are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.

The site is currently served by existing watermains and sewer connections, as well as fire and police protection. The property is served by District 87 school district. **The standard is met.**

The extent to which the proposed amendment is consistent with the public interest, giving due consideration for the purpose and intent of this Code as set forth in § 44-1701 herein.

The map amendment is intended to facilitate continued operation of the existing residential use, providing a net benefit to the area. **The standard is met.**

The extent to which property values are diminished by the particular zoning restriction.

The zoning restrictions would not be expected to diminish property values. **The standard is met.**

The extent to which the destruction of property values promotes the health, safety, morals, or general welfare of the public.

The proposed rezoning and use are not anticipated to diminish property values in the area. **The standard is met.**

Whether a Comprehensive Plan for land use and development exists, and whether the ordinance is in harmony with it.

The Comprehensive Plan's Future Land Use map identifies the subject property as mixed-use. The Land Use Priorities map does not identify this area. **The standard is met.**

Whether the City needs the proposed use.

The proposed map amendment would allow an existing residentially designed building to be occupied and serve the needs of the citizens. The standard is met.

STAFF RECOMMENDATION

Staff finds that the application meets all the standards for a zoning map amendment and recommends that the Planning Commission take the following actions:

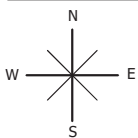
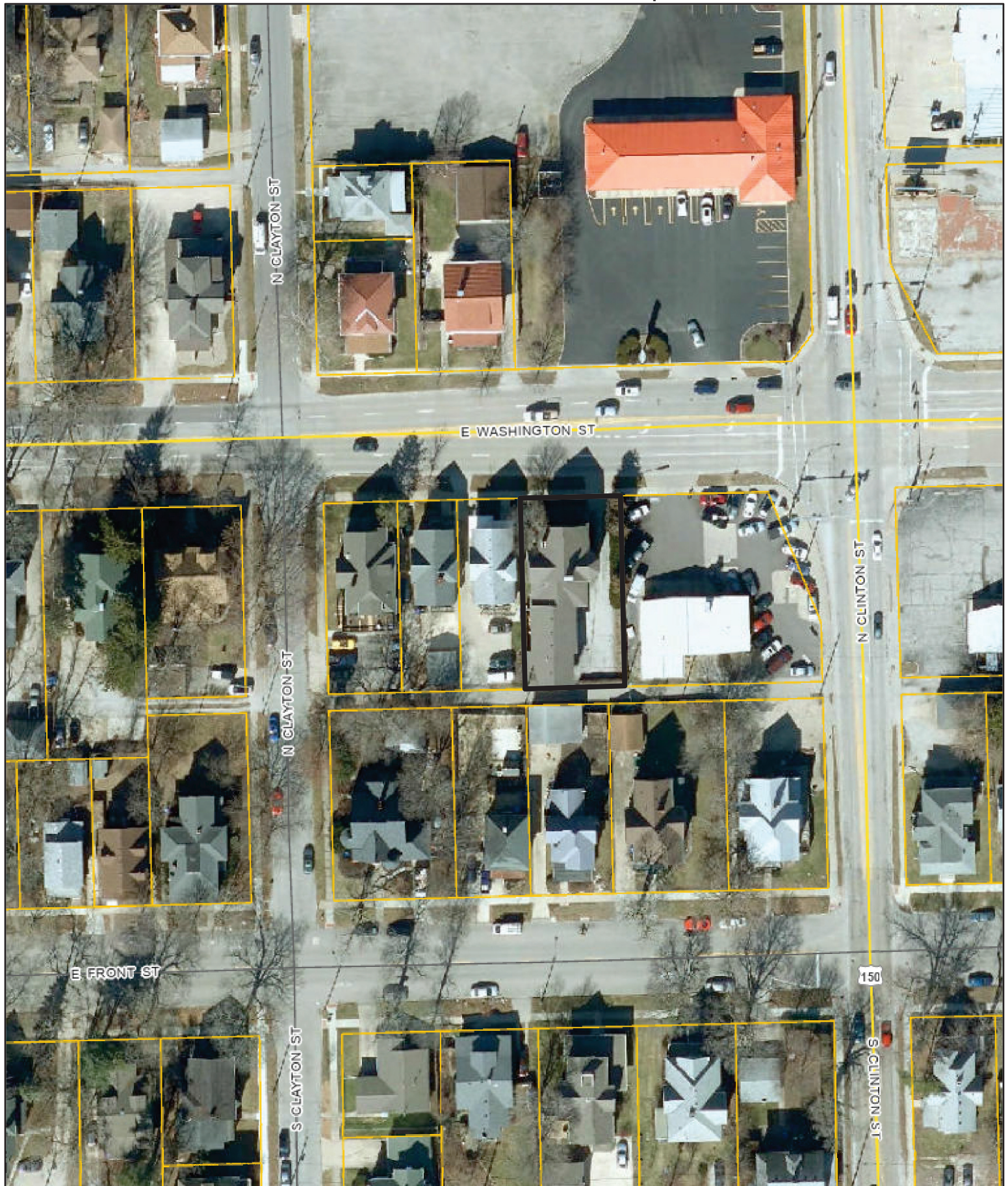
1. Motion to establish findings of fact, and that the proposed map amendment is in the public interest and not solely for the benefit of the petitioner.
2. Motion to recommend approval of the petition submitted by Mark Kudrys, requesting a Zoning Map Amendment for the property located at 705 E Washington, from B-1 (General Commercial) District to R-3B (Multi-Family Residence) District. PIN: 21-04-433-004.

Respectfully submitted,

Glen Wetterow
City Planner

Attachments:

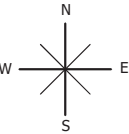
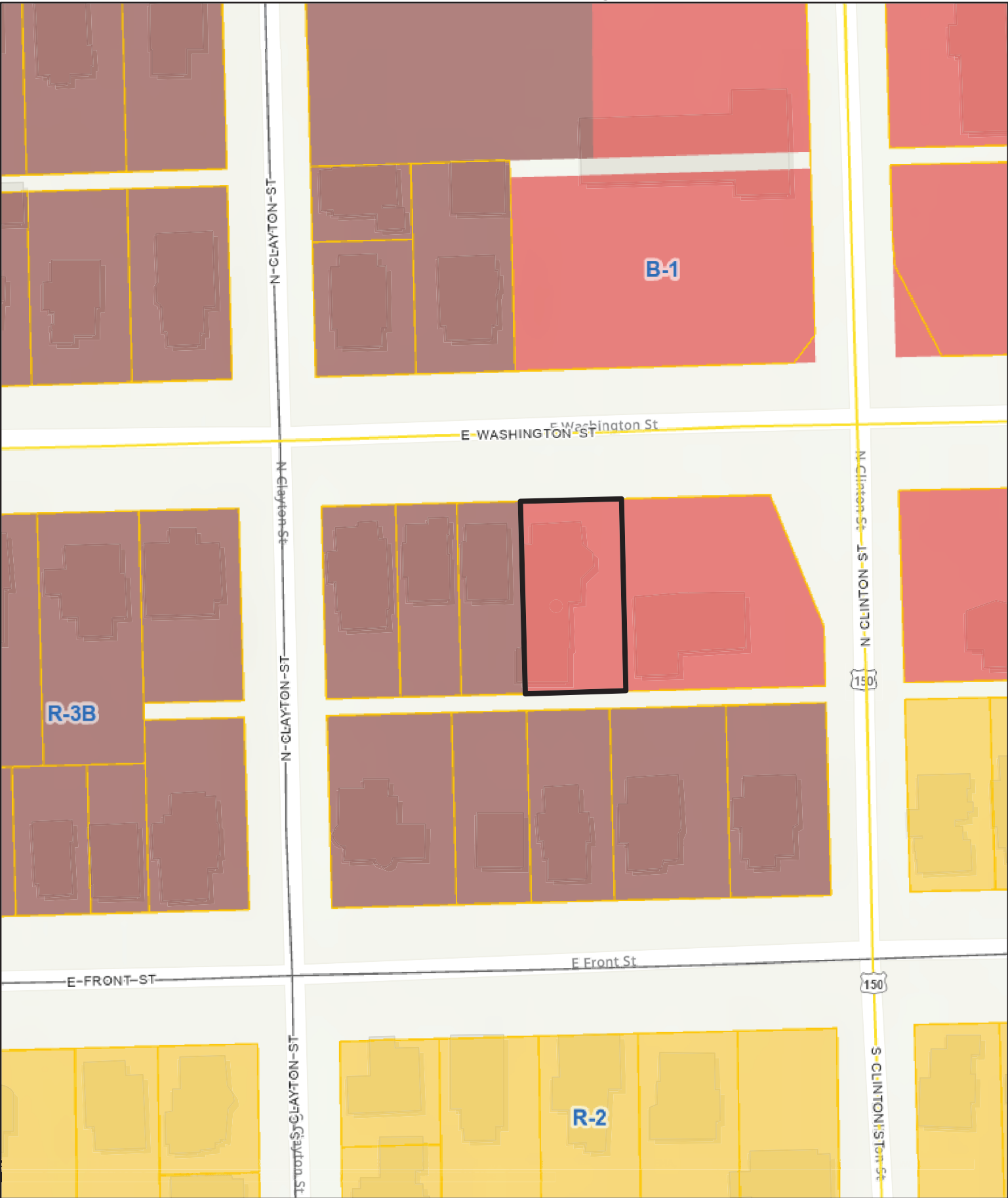
- Draft ordinance
- Aerial map
- Zoning map
- Neighborhood notice and map



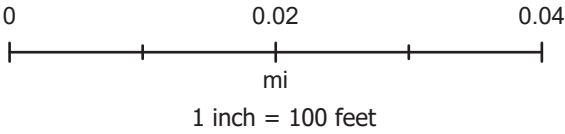
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1 inch = 100 feet





McGIS does not guarantee the accuracy of the information displayed. Only on-site verification or field surveys by a licensed professional land surveyor can provide such accuracy. Use for display and reference purposes only.



C. Z-07-22 Public hearing, review and action on a request by Mark Kudrys, requesting a Zoning Map Amendment for the property located at 705 E Washington, from B-1 (General Commercial) District to R-3B (Multi-Family Residence) District. PIN: 21-04-433-004.

City Staff Glen Wetterow presented the staff report and indicated all standards have been met and concluded with a recommendation for approval. He reviewed the history of property and that it had been originally built as a residence. He stated the ground floor was converted to commercial at some point during the 1960s-70s.

The Petitioner, Mark Kudrys (3105 Cumbria Drive) introduced himself and provided background on the request. He stated that the house was originally constructed as a single-family home in the 1890s, then converted to office in 1970s. He stated he had not had success renting it commercially. He added there were only four parking spaces, which had created additional issues for commercial use. He stated he intended to convert it to two or three residential units, and he believed residential zoning is more appropriate for the property.

No additional public comment was provided.

A motion to establish Findings of Fact, and that the proposed Zoning Map Amendment is in the public interest and not solely for the benefit of the Petitioner was made by Mr. Stanczyk and seconded by Mr. Danenberger. Roll call vote: Mr. Stanczak - Yes, Mr. Danenberger - Yes, Mr. Sant-Amour - Yes, Mr. Galpalli - Yes, Ms. Patino - Yes Chairperson Mohr - Yes. (6-0). Motion passed.

A motion to recommend approval of the petition submitted by Mark Kudrys, requesting a Zoning Map Amendment for the property located at 705 E Washington, from B-1 (General Commercial) District to R-3B (Multi-Family Residence) District. PIN: 21-04-433-004 was made by Mr. Stanczyk and seconded by Mr. Danenberger. Roll call vote: Mr. Stanczak - Yes, Mr. Danenberger - Yes, Mr. Sant-Amour - Yes, Mr. Galpalli - Yes, Ms. Patino - Yes Chairperson Mohr - Yes. (6-0). Motion passed.

DRAFT

MEETING MINUTES

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

WEDNESDAY, MAY 4, 2022

Page | 1



CONSENT AGENDA ITEM NO. 7.N

FOR COUNCIL: May 23, 2022

SPONSOR: Economic & Community Development Department

WARD IMPACTED: Ward 4

SUBJECT: Consideration and action on An Ordinance Denying a Petition for a Zoning Map Amendment from M-1 (Restricted Manufacturing) District, to M-2 (General Manufacturing) District, for the Property Located at 1101 E. Bell Street, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION:

The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

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

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5b. City decisions consistent with plans and policies
- Objective 3a. Retention and growth of current local businesses

BACKGROUND: The petitioner, Akshar Plastic & Bell International Company, is requesting approval of a zoning map amendment for property located at 1101 E. Bell Street in the City of Bloomington, from M-1 (Restricted Manufacturing) District to M-2 (General Manufacturing) District.

On Wednesday, May 4, 2022, the Planning Commission held a public hearing on the petition and found that allowing the request for a map amendment was not in the best interest of the City of Bloomington, and voted 8-0-0 to recommend denial of the request. The recommendation is consistent with the staff recommendation.

For more detailed information, please see the attached Staff Report to the Planning Commission and draft meeting minutes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Planning Commission held a public hearing on Wednesday, May 4, 2022. The City published notice of the hearing in *The Pantagraph* on Monday, March 21, 2022. Courtesy notices were mailed to 132 property owners within 500 feet of the subject property and a notification sign was placed on the property.

FINANCIAL IMPACT: The proposed map amendment would be the base zoning district needed for the continued operation of the existing business at the property, which could contribute to the City's tax base and future revenues. At the same time, the proposed map amendment would allow for heavy industrial use near a residential neighborhood, and could have negative financial impact.

COMMUNITY DEVELOPMENT IMPACT: The 2035 Comprehensive Plan's Future Land Use map identifies this section of E Bell Street as Mixed Use. The Land Use Priorities map identifies this area as a Tier 1 priority area. The proposed M-2 zoning map amendment supports the following Comprehensive Plan goals: ED-1.1 Focus on retention and expansion of existing businesses. H.2 Ensure reinvestment in the established older neighborhoods and compact development of the City.

Respectfully submitted for Council consideration.

Prepared by: Jon Branham, City Planner

Reviewed by:



Melissa Hoot, Economic and Community Development Director

5/17/2022



Chris Tomertin, Budget Manager

5/18/2022

George Boyle

George Boyle, Assistant Corporation Counsel

5/19/2022



Tara Henry, Legislative Assistant & Records Manager

5/19/2022

Attachments:

- E&CD 4B Ordinance Z-06-22
- E&CD 4C Ordinance Exhibit A
- E&CD 4D Staff Report Z-06-22
- E&CD 4E Aerial Map Z-06-22
- E&CD 4F Zoning Map Z-06-22
- E&CD 4G Draft Meeting Minutes Z-06-22

ORDINANCE NO. 2022 - _____

AN ORDINANCE DENYING A PETITION FOR A ZONING MAP AMENDMENT FROM M-1 (RESTRICTED MANUFACTURING) DISTRICT, TO M-2 (GENERAL MANUFACTURING) DISTRICT, FOR THE PROPERTY GENERALLY LOCATED AT 1101 E. BELL STREET

WHEREAS, there was heretofore filed with the Economic and Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting a zoning map amendment at the property commonly described as 1101 E. Bell Street, hereinafter referred to as “the Property”, legally described in Exhibit “A”, attached hereto and incorporated herein by this reference;; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said petition for a zoning map amendment for the Property from M-1 (Restricted Manufacturing) District to M-2 (General Manufacturing) District and adopted findings of fact on the same; and

WHEREAS, the Bloomington Planning Commission found the requested zoning map amendment is not in the public interest, using the standards and objectives of the City Code as set forth in Chapter 44 Division 17-6, E2; and

WHEREAS, following said public hearing, the Planning Commission recommended denial of the Petition for a zoning map amendment at the property; and

WHEREAS, the City Council is authorized to adopt this Ordinance and deny the petition to rezone said Property.

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

1. The above recitals are incorporated into and made a part of this ordinance as though fully set forth herein.
2. The Council hereby adopts the findings of fact made by the Planning Commission.
3. The petition requesting a zoning map amendment at the property commonly described as 1101 E. Bell Street is hereby denied.
4. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.
5. This Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 23rd day of May 2022.

APPROVED this _____ day of May 2022.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

Exhibit A

TRACT NO. 1:

Lots 1, 4, 5, 8, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34 and 35 in Block 5 in Paradise Addition to the City of Bloomington; Also, all of Block 6 in Paradise Addition to the City of Bloomington; Also, beginning at the North East corner of Lot 1 in Block 5 in Paradise Addition to the City of Bloomington, thence South along the East boundary of said Block 5 a distance of 978 feet to the South East corner of said Block 5, thence in North Easterly direction to the South West corner of Block 6 in Paradise Addition to the City of Bloomington, Illinois, thence North on the West line of said Block 6 a distance of 957 feet to the North West corner of said Block 6, thence West to the place of beginning;

Also, that part of the vacated alley in Block 5 in Paradise Addition to the City of Bloomington between Lots 11, 14, 15, 18, 19, 22, 23, 26, 27, 30, 31, 34 and 35 on the West side of said alley and Lots 12, 13, 16, 17, 20, 21, 24, 25, 28, 29, 32 and 33 on the East side of said alley, all in McLEAN COUNTY, ILLINOIS.

TRACT NO. 2:

The West 1/2 of the vacated alley in Block 5 in Paradise Addition to the City of Bloomington lying East of and adjacent to Lots 2, 3, 6, 7 and 10 and the East 1/2 of the vacated alley lying West of and adjacent to Lots 1, 4, 5, 8 and 9 in McLEAN COUNTY, ILLINOIS.

TRACT NO. 3:

Lot 7 in Block 5 in Paradise Addition to the City of Bloomington in McLEAN COUNTY, ILLINOIS.

Lot 10 in Block 5 in Paradise Addition to the City of Bloomington in McLEAN COUNTY, ILLINOIS.

EXCEPT THE FOLLOWING DESCRIBED TRACTS:

TRACT NO. 1:

A part of Block 6, in Paradise Addition to the City of Bloomington, McLean County, Illinois more particularly described as follows: Commencing at the South East corner of said Block 6, thence North 448.84 feet along the East line of said Block 6 to the point of Beginning; thence North 30.00 feet along the East line of said Block 6, thence West 25.00 feet along a line which forms an angle to the right of 90 degrees 00 minutes 00 seconds with the last described course; thence South 30.00 feet along a line which forms an angle to the right of 90 degrees 00 minutes 00 seconds with the last described course; thence East 25.00 feet along a line which forms an angle to the right of 90 degrees 00 minutes 00 seconds with the last described course to the Point of Beginning; ALSO

TRACT NO. 2:

A part of Block 6 and a part of the vacated McClun Street between Block 5 and Block 6, Paradise Addition to the City of Bloomington, McLean County, Illinois more particularly described as follows:

Commencing at the South East corner of said Block 6; thence North 00 degrees 31 minutes 21 seconds West, 63.93 feet along the East line of said Block 6 to the Point of Beginning; thence North 00 degrees 31 minutes 21 seconds West, 126.00 feet along the East line of said Block 6; thence South 89 degrees 28 minutes 39 seconds West, 95.93 feet; thence North 00 degrees 31 minutes 21 seconds West 115.95 feet; thence South 89 degrees 28 minutes 39 seconds West, 172.00 feet; thence South 00 degrees 23 minutes 41

seconds East, 197.06 feet; thence South 25 degrees 35 minutes 33 seconds West, 162.82 feet; thence South 15 degrees 35 minutes 15 seconds West, 82.54 feet to the North right-of-way line of Croxton Avenue; thence North 71 degrees 39 minutes 20 seconds East, 310.89 feet along the North right-of-way line of Croxton Avenue; thence North 04 degrees 13 minutes 07 seconds West, 62.50 feet; thence North 65 degrees 09 minutes 27

seconds East, 56.07 feet; thence North 89 degrees 28 minutes 39 seconds East, 19.91 feet to the Point of Beginning; ALSO

TRACT NO. 3:

A part of Block 6, Paradise Addition to the City of Bloomington, McLean County, Illinois more particularly described as follows: Beginning at the South East corner of said Block 6; thence North 00 degrees 31 minutes 21 seconds West 63.93 feet along the East line of said Block 6; thence South 89 degrees 28 minutes 39 seconds West, 19.91 feet; thence South 65 degrees 09 minutes 27 seconds West, 56.07 feet; thence South 04 degrees 13 minutes 07 seconds East, 62.50 feet to the South line of said Block 6; thence North 71 degrees 39 minutes 20 seconds East 70.34 feet along the South line of said Block 6 to the Point of Beginning, all in McLEAN COUNTY, ILLINOIS.

P.I.N. 21-10-105-007

Commonly known as 1101 E. Bell Street, Bloomington, IL 61701.



PLANNING COMMISSION

TO: Planning Commission

FROM: Economic & Community Development Department

DATE: May 4, 2022

CASE NO: Z-06-22, Zoning Map Amendment

REQUEST: Public Hearing, review and action on a petition submitted by Joseph A. Dehn, Attorney, on behalf of Akshar Plastic requesting a zoning map amendment for property located at 1101 E Bell Street in the City of Bloomington, from M-1, Restricted Manufacturing District, to M-2, (General Manufacturing) District.

BACKGROUND

Petitioners' request:

The petitioner seeks a zoning map amendment for the subject property from M-1, (Restricted Manufacturing) District, to M-2, (General Manufacturing) District to allow for a Recycling Facility use at the property. A Recycling Facility also requires a special use in the M-2 District, which would need to be obtained following a zoning change. The property is currently occupied by Akshar Plastic. The existing business has existed at the property for an extended time and the petitioner is seeking to align the use with acceptable zoning requirements.

Property Characteristics:

The subject property consists of 11.91 acres of land located at 1101 E Bell St. The property is located on the south side of E Bell St, between Indianapolis St and Hannah St. Multiple buildings and associated surface parking areas currently exist at the property.

Notice:

The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Monday, March 21, 2022. Courtesy notices were mailed to 132 property owners within 500 feet of the subject property.

Surrounding Zoning and Land Uses

	Zoning	Land Uses
North	R-2 / B-1 (Residential / Commercial)	Multi-Family Residential / Office
South	M-1 (Restricted Manufacturing)	Warehouse / Storage / Commercial
East	M-1 (Restricted Manufacturing)	Manufacturing
West	M-1 (Restricted Manufacturing)	Warehouse / Storage

ANALYSIS

*Comparison of Existing and Proposed Districts**

M-1 (Restricted Manufacturing) District: the intent of this M-1 Restricted Manufacturing District is to provide for industrial, warehouse, storage and transfer service uses with an absence of objectionable external effects in areas that are suitable for this type of development by reason of topography, relative location, and adequate utility and transportation systems. Compatibility with surrounding districts is further assured by limiting development to low industrial densities. Just as industrial uses are excluded from residential areas to promote public health, safety, and welfare, so are residential subdivision developments excluded from this district.

M-2 (General Manufacturing) District: the intent of this M-2 General Manufacturing District is to provide for the more intense types of industrial and manufacturing uses which generally exhibit higher levels of objectionable external effects. This district should not be located adjacent to residential districts, and its contiguity to commercial and business areas should, wherever possible, be avoided. Uses permitted in this district will provide for those basic industries needed to expand employment opportunities within the City.

**A list of permitted uses for manufacturing districts can be found online in [Chapter 44, Divisions 5-2](#) and [4-2](#) respectively.*

Compliance with the Comprehensive Plan

Zoning map amendment requests should be consistent with the Comprehensive Plan. The 2035 Comprehensive Plan's Future Land Use map identifies this section of E Bell St as Mixed Use. The Land Use Priorities map identifies this area as a Tier 1 priority area.

The proposed M-2 zoning map amendment supports the following Comprehensive Plan goals:

- H-2. Ensure reinvestment in the established older neighborhoods and compact development of the City.
- ED-1.1. Focus on retention and expansion of existing businesses.

STANDARDS FOR REVIEW

As indicated in Ch. 44, 17-6 Zoning Map (rezoning) and text amendments, the Planning Commission shall be guided by those purposes, standards, and objectives of this Code and shall not recommend the adoption of any amendment unless it finds that such amendment is in the public interest and not solely for the benefit of the applicant.

Standards for Consideration of Rezoning

Standard: the suitability of the subject property for uses authorized by the existing zoning.

The existing zoning is suitable to the site as it has been successfully occupied by other businesses over the past several years. **Standard is met.**

Standard: the length of time the property has remained vacant as zoned considered in the context of land development in the area.

The property has not been vacant. The zoning map amendment would allow for a heavy manufacturing use activity at the site to continue to operate with full zoning compliance. **Standard is not met.**

Standard: the suitability of the subject property for uses authorized by the proposed zoning.
The subject property is adjacent to residential areas. The zoning ordinance states the M-2 district should not be located adjacent to residential districts. **Standard is not met.**

Standard: the existing land uses and zoning of nearby property.
The subject property is surrounded by manufacturing, business and residential uses. **Standard is not met.**

Standard: relative gain or hardship to the public as contrasted and compared to the hardship or gain of the individual property owner resulting from the approval or denial of the zoning amendment application.
The map amendment would create a hardship to adjacent properties which does not provide a relative gain to the public. **Standard is not met.**

Standard: the extent to which adequate streets are connected to the arterial street system and are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.
The site has access to E Bell Street. **Standard is met.**

Standard: the extent to which the proposed amendment is inconsistent with the need to minimize flood damage and that the development of the subject property for the uses permitted in the proposed zoning classification will not have a substantial detrimental effect on the drainage patterns in the area.
The petitioner is not adjusting any drainage items at the property. **Standard is met.**

Standard: the extent to which adequate services (including but not limited to fire and police protection, schools, water supply, and sewage disposal facilities) are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.
The site is currently served by existing water mains and sewer connections, as well as fire and police protection. **Standard is met.**

Standard: The extent to which the proposed amendment is consistent with the public interest, giving due consideration for the purpose and intent of this Code as set forth in § 44-1701 herein.
The map amendment provides limited public interest. **Standard is not met.**

Standard: the extent to which property values are diminished by the particular zoning restriction.
The zoning restrictions could affect property values. **Standard is not met.**

Standard: the extent to which the destruction of property values promotes the health, safety, morals, or general welfare of the public.
The potential destruction of property values associated with heavy manufacturing uses would not promote the health, safety, morals, or general welfare of the public. **Standard is not met.**

Standard: whether a Comprehensive Plan for land use and development exists, and whether the ordinance is in harmony with it.

The Comprehensive Plan's Future Land Use map identifies the subject property as mixed-use. The Land Use Priorities map identifies this area as Tier 1. **Standard is not met.**

Standard: whether the City needs the proposed use.

The proposed map amendment would allow an existing business and manufacturing-designed building to be occupied and serve the City locally. **Standard is met.**

STAFF RECOMMENDATION

Staff finds that the application does not meet all the standards for a zoning map amendment and recommends that the Planning Commission take the following actions:

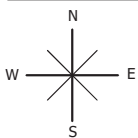
1. Motion to establish findings of fact, and that the proposed map amendment is not in the public interest and solely for the benefit of the petitioner.
2. Motion to not recommend approval of the petition submitted by Joseph A. Dehn, Attorney, on behalf of Akshar Plastic requesting a zoning map amendment for property located at 1101 E Bell Street in the City of Bloomington, from M-1, Restricted Manufacturing District, to M-2, General Manufacturing District. (P.I.N.: 21-10-105-007). (Ward 4)

Respectfully submitted,

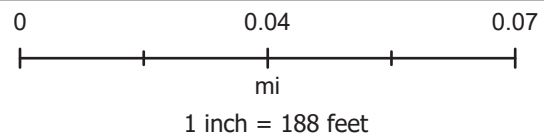
Jon Branham
City Planner

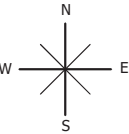
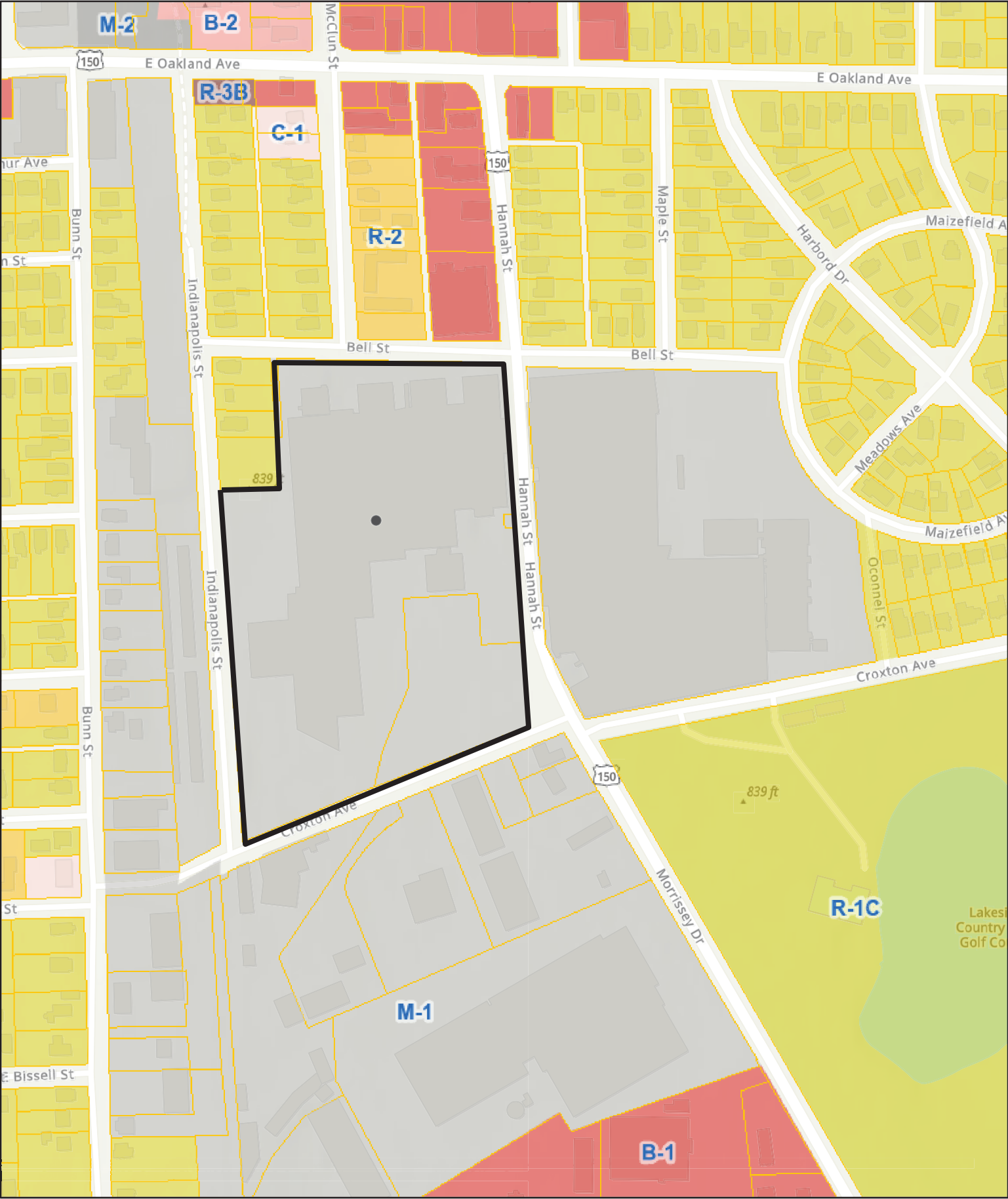
Attachments:

- Draft ordinance
- Aerial map
- Zoning map
- Neighborhood notice and map

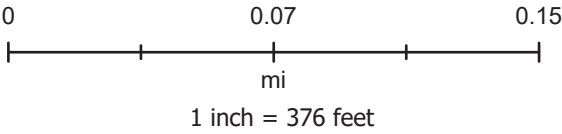


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A. Z-06-22 Public hearing, review and action on a petition submitted by Joseph A. Dehn, Attorney, on behalf of Akshar Plastic and Bell International Company, requesting a Zoning Map Amendment for the property located at 1101 E Bell Street from M-1 (Restricted Manufacturing) District to M-2 (General Manufacturing) District. PIN: 21-10-105-007.

City Staff Jon Branham presented the staff report and indicated all standards have not been met and concluded with a recommendation for denial. He noted that the property had a history of code enforcement issues, but the focus should be on the map amendment request.

The Petitioner, Joseph A. Dehn, attorney for Akshar Plastic & Bell International Company, (201 W. Olive Street) introduced himself and provided background on the request. He stated the map amendment application was submitted to pursue appropriate zoning for the operations at the property. He explained site operations. He stated the request was based upon the use being identified as a “Recycling Facility”, even though he struggled with the definition. He said there is not currently a classification for what is being conducted on the site. He stated he understood the reluctance of approving an M-2 District at this location. He stated he understood the concern of potential uses permitted in M-2 with and how they may not be appropriate when residential is adjacent. He stated they are open to an approval with limitations, or some other kind of restrictive provisions. He said granting the zoning map amendment request would allow the applicant to continue to operate.

Commissioner Boyd asked about what restrictions Mr. Dehn would propose. Mr. Dehn recommended restriction regarding activities on the outside of premise, but still allow them to receive, sort, and ship materials.

Commissioner Boyd commented that typically concerns with M-2 zoning are those related to things residents can smell, see, and hear. He inquired as to what kinds of impacts the petitioner’s activities produce. Mr. Dehn responded that there should be no noise or smell associated with operations at this facility. He stated there is no waste that would generate an odor. He stated any M-1 use would still permit semi-trucks and forklifts. He said the applicant only operates on weekdays, and the facility is located on a 12-acre site, so noise is not above and beyond the expectation of what is typical for the M-1 zoning.

Commissioner Stanczak inquired as to the history of the property and the reason for the request. He inquired as to whether the “Recycling Facility” use is something that requires the M-2 designation. Mr. Dehn clarified site operations. He stated that M-2 zoning allows a “Recycling Facility” as a Special Use, which they would need to obtain following any approval. He added the applicant also would not meet a 500-foot setback from residential, so they would also seek a Variance in addition to the Special Use. Mr. Dehn clarified that the public does not drop items off at the facility, so it is not a “junk yard” that people may commonly associate with “recycling.”

Commissioner Galpalli inquired about odors associated with melting of plastic. Mr. Dehn stated that no plastics are melted on site. He stated products are shredded into small pellets that are then shipped elsewhere for further processing. He stated there should be no odor associated with this activity.

DRAFT

MEETING MINUTES

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Mike Gebhart, speaking on behalf of his son Hans Gebhart (1206 Bell Street), expressed concern about the large amount of car seats that had accumulated on the property for an extended period, which led to rodents inhabiting the property. He stated concern about industrial waste generated on the site. He stated he also retains a concern about noise and increased in traffic in the area.

Commissioner Mohr inquired about the waste generated from the operations. Mr. Dehn stated his client contracts with companies supplying the materials. He stated the percentage of waste is associated with the products. He said the remaining metals and cardboard are separated and reused or sent elsewhere for recycling. He said there is little to no waste generated.

Mr. Dehn addressed the issue of the excessive concentration of car seats on the property. He stated his client's intent was never to allow that to occur. He said the amount of material received was supposed to fit within the building, but it did not. He stated that this occurred in the past and they have no intention of allowing something similar to happen again.

Chair Mohr summarized: intention with rezoning is not to change the current use that is occurring, and the previous situation with car seat pile is not how business will be conducted in the future. Mr. Dehn concurred and clarified that the zoning change will allow his client to come into conformance with City Zoning Code and legally continue their business operation.

Commissioner Boyd asked what Mr. Dehn's client believes the operation could be classified as, if it is not "recycling." Mr. Dehn stated it would be considered "size reduction of material," which may be a step in the recycling process, but far removed from the junk yards that people think of when they hear "recycling." He stated the code definitions are currently not capable of describing the use.

Gary Harden (902 Bunn Street) stated that he has lived in area for 50 years. He stated he believed many of the residents who received the public hearing notice did not understand the difference between the M-1 and M-2 Districts. He said the car seat item was a big issue as it invited rodents and was unappealing visually for a long time. He stated he would like to know how they can guarantee that stockpiling will not become an issue again. He also expressed concerns about the impact to property values if the map amendment occurs.

Chairperson Mohr asked staff who enforces the storage of materials on a property to ensure a stockpiling of materials does not occur again. Mr. Branham stated code enforcement would address this issue. Mr. Boyle added that the stockpiling of materials was a Code violation, which is how the legal case began in the first place.

Mr. Boyle noted that conditional zoning is not permitted by Code, so conditions may not be placed on a Zoning Map Amendment.

Chairperson Mohr summarized multiple emails received by city staff, in opposition to the proposed Map Amendment. Chairperson Mohr noted the emails would be included in their entirety in the record of the meeting.

DRAFT

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Mr. Dehn stated he believe he had already addressed the concerns addressed in the emails. He stated, with regard to the traffic, the property is on a truck route and other M-1 permitted uses may still utilize trucking, so truck activity would be present regardless.

Mr. Boyd stated that he appreciates the petitioner's empathy for residents, and supports recycling in general, but the long-term potential problems of allowing the rezoning of this property to M-2 is likely not the best way to address the issue. He stated M-2 zoning is not appropriate for this location, especially with residential zoning/uses adjacent.

Mr. Stanczak voiced his concern that M-2 zoning could permit a activities that are objectionable and inquired as to whether creating a definition of "limited recycling activity," or something similar, and set performance standards related to noise, hours, and other appropriate items might be a better way to proceed. He encouraged staff to work with the applicant to consider a text amendment that would allow the kind of use the petitioner described.

Chairperson Mohr concurred with Mr. Boyd and Mr. Stanczak and stated that a "Recycling Facility" did not seem to align with what the petitioner was describing. He added there also does not seem to be another clear definition in the current Zoning Ordinance of the petitioner's operation.

A motion to establish Findings of Fact, and that the proposed Zoning Map Amendment is not in the public interest and solely for the benefit of the Petitioner was made by Mr. Boyd and seconded by Mr. Stanczak.

The City Attorney clarified that a vote of "yes" is a vote in agreement that the Map Amendment would not be in the public interest.

Roll call vote: Mr. Boyd - Yes, Mr. Krieger - Yes, Mr. Stanczak - Yes, Mr. Danenberger - Yes, Mr. Sant-Amour - Yes, Mr. Galpalli - Yes, Ms. Patino - Yes Chairperson Mohr - Yes. (8-0). Motion passed.

A motion to not recommend approval of the petition submitted by Joseph A. Dehn, Attorney, on behalf of Akshar Plastic requesting a Aoning Map Amendment for property located at 1101 E Bell Street in the City of Bloomington, from M-1, Restricted Manufacturing District, to M-2, General Manufacturing District. (P.I.N.: 21-10-105-007) was made by Mr. Boyd and seconded by Mr. Kreiger. Roll call vote: Mr. Boyd - Yes, Mr. Krieger - Yes, Mr. Stanczak - Yes, Mr. Danenberger - Yes, Mr. Sant-Amour - Yes, Mr. Galpalli - Yes, Ms. Patino - Yes Chairperson Mohr - Yes. (8-0). Motion passed.

DRAFT

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CONSENT AGENDA ITEM NO. 7.0

FOR COUNCIL: May 23, 2022

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Lake Bloomington Lot Transfer and Petition for Lot 20 in Peoria Point from Lake Bloomington K-20, LLC, to BJ Armstrong, Inc., as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Lot Transfer and Petition be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Public Works is recommending the approval of a Petition for Lake Bloomington Lot Transfer for Lake Bloomington Lot 20 in Peoria Point, from Lake Bloomington K-20, LLC, to the petitioner, BJ Armstrong, Inc. Lot 20 has a residence, a septic system, and one boat dock.

A licensed inspector, Rob Williamson, inspected the septic system on March 14 and March 28, 2022, and found the septic tank is a minimum of 500 gallons too small. This may remain as is until the septic system is repaired or replaced.

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

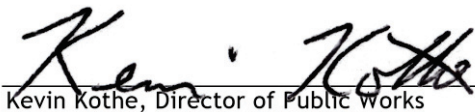
FINANCIAL IMPACT: This petition will have a financial impact in that the current lease uses the current formula of \$0.40 per \$100.00 Equalized Assessed Value to determining the Lake Lease Fee. This new lease uses the 2% of the land only (total assessed value) rate. With this lease rate change, 2% of the land only (total assessed value), this lease will generate approximately \$4,076.70 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 2023 Proposed Budget Book titled "Other Funds & Capital Improvements" on page 93.

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.

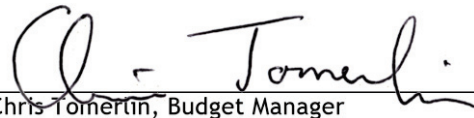
Prepared by: Joe Darter, Property Manager

Reviewed by:



Kevin Kothe, Director of Public Works

5/12/2022



Chris Tomertin, Budget Manager

5/13/2022



George Boyle, Assistant Corporation Counsel

5/18/2022



Lara Henry, Legislative Assistant & Records Manager

5/19/2022

Attachments:

- PW 1B Current Lease_Lake Bloomington K-20 to BJ Armstrong Lake Lot Transfer
- PW 1C Property Manager Memo_Lake Bloomington K-20 to BJ Armstrong Lake Lot Transfer
- PW 1D Petition_Lake Bloomington K-20 to BJ Armstrong Lake Lot Transfer
- PW 1E Septic Information_Lake Bloomington K-20 to BJ Armstrong Lake Lot Transfer
- PW 1F Agreement_Lake Bloomington K-20 to BJ Armstrong Lake Lot Transfer 05232022
- PW 1G Location Map_Lake Bloomington K-20 to BJ Armstrong Lake Lot Transfer 05232022
- PW 1H Unrecorded Plat Map_Lake Bloomington K-20 to BJ Armstrong Lake Lot Transfer
- PW 1I Structure Map_Lake Bloomington K-20 to BJ Armstrong Lake Lot Transfer
- PW 1J Photograph_Lake Bloomington K-20 to BJ Armstrong Lake Lot Transfer 05232022

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 27th day of August, 2018

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

Lake-Bloomington K-20, LLC

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

WITNESSETH

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

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

Lot 20 in ~~Block~~ 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.

PIN #08-06-301-002

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

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

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

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

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

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

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

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

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

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

4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.
5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.
6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.

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

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

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

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

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

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

City

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

Lessee Name and Mailing Address

Lake Bloomington K-20, LLC

Lessee Billing Address

Same

Prepared by: City of Bloomington
109 E Olive St.
Bloomington IL 61701
Return to: Lake Bloomington K-20 LLC

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

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

-Lessor-

CITY OF BLOOMINGTON

By:

Its Mayor

Attest:

City Clerk

-Lessee-

Lake Bloomington K-20, LLC



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

MEMORANDUM

May 9, 2022

To: Kevin Kothe, PE, Director of Public Works

From: Joseph M. Darter, Property Manager

Subject: Lot 20 in Peoria Point Lake Lot Transfer

A Petition and Lake Lease Transfer request has been submitted for Lot 20 in Peoria Point, from Lake Bloomington K-20, LLC. to the Petitioner, BJ Armstrong, Inc.

A new lease rate of 2% of land only (total assessed value) is being used to calculate the income from this lease. The total assessed value of the land only is \$203,835.00

This petition will have a financial impact in that the current lease uses the current formula of \$0.40 per \$100.00 Equalized Assessed Value to determining the Lake Lease Fee. This new lease uses the 2% of the land only (total assessed value) rate. With this lease rate change, 2% of the land only (total assessed value), this lease will generate approximately \$4,076.70 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 FY2023 Proposed Budget Book titled "Other Funds & Capital Improvements" on page 93.

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

Sincerely,

A handwritten signature in black ink that reads 'Joseph M. Darter'.

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

LAKE BLOOMINGTON LEASE TRANSFER PETITION

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

Lot 20 Block — of Camp Peoria Point

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

From: Lake Bloomington K-20, LLC (Sellers Name)

To: B.T. Armstrong, Inc. (Buyers Name)

[Redacted Signature]
Douglas E. Minter (Signatures of Seller)

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

Now comes B.T. Armstrong, Inc. (Buyer) and respectfully shows that He/She/They became the purchaser of all right, title and interest of Lake Bloomington K-20, LLC (Seller) In and

to the Lease made on the (Date) Aug 27, 2008 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)

Lake Bloomington K-20, LLC has executed deed of transfer of their interest in said premises and an assignment of the Leases therefore your petitioner.

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

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

[Redacted Signature]
[Redacted Signature] (Signature of Buyer(s))

WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON LOT 20
BLOCK — 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) Lake Bloomington K-20, LLC in and to the premises known as Lot 20 Block — in Camp Peoria Point, 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



OFFICE COPY

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

April 12, 2022

Mr. Doug Minter
[REDACTED]

Re: Septic Permit #68-7392
Parcel #08-06-301-002
Lot 20, Lake Bloomington – Peoria Point Subdivision

Dear Mr. Minter:

On March 14, 2022, 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 March 11, 2022, and the following deficiencies were noted:

- The toilet tank is leaking. This department recommends the toilet tank be adjusted to prevent an increased hydraulic burden on the septic system.
- The septic tank is a minimum of 500 gallons too small. This may remain as is until the septic system is repaired or replaced.
- The septic tank is installed deeper than allowed by current code. This department recommends risers or access ports be installed over the inlet and outlet of the tank to allow for evaluation and maintenance of the tank.
- Due to the depth of the tank, Mr. Williamson was unable to inspect the inlet of the tank and was unable to fully determine if the tank needs to be pumped at this time. This department recommends the tank be fully inspected. **On March 28, 2022, Mr. Williamson inspected the septic tank. At that time, the septic tank did not need to be pumped and the inlet baffle was in good condition.**
- The alarm for the pump system is located in the garage. This may remain as is until the septic system is repaired or replaced.

In summary, the septic system was installed in 1968 and is now approximately 54 years old. This office considers the average life expectancy of a septic system to be 20 to 25 years. The property has been used seasonally and may evaluate differently under normal use conditions.

Mr. Doug Minter
April 12, 2022
Page 2

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

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

Respectfully,



Thomas J. Anderson
Director of Environmental Health

cc: Mr. Rob Williamson, Williamson Excavating, LLC
Mr. Joe Darter, Water Department Property Manager
Mr. BJ Armstrong

AC-0601-22-024a

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: Doug Miller
Address: _____
Phone #: Day: _____ Home: _____

2. Requestor Information:

Name: BT Armstrong
Address: _____
Phone #: Day: _____ Home: _____

3. Property Information:

Parcel Number (Tax ID): 08-06-301-002 Date Evaluation Performed: 03-28-22
Address of property evaluated: _____ Sub. & Lot: _____
Permit available from Health Dept.: Yes ☒ No ☐ Permit Number: 68-7392

4. Interview Information:

Person interviewed: BT Armstrong Original owner: Yes ☒ No ☐
Age of home (years): 54 Intended for seasonal use: Yes ☒ No ☐
Date last occupied: CURRENT (sporadic) Number of occupants: _____
Has tank ever been pumped: Yes ☒ No ☐ If yes, how often: 2 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: NA Clothes washer discharges to: septic
Dishwasher discharges to: septic Hot tub discharges to: NA
Basement plumbing fixtures: Discharge locations:
a. All a. septic
b. _____ b. _____
c. _____ c. _____
d. _____ d. _____
Basement floor drains discharge to: NA Garage floor drains discharge to: NA
Sump pit/pump discharges to: gravel surface Downspouts discharge to: tile / surface

6. Exterior Evaluation Points:

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

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

Tank One: N/A ☐	Yes	No	Tank Two: N/A ☒	Yes	No
Depth of soil to top of tank: <u>51</u> 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: <u>1000</u> gallons Type: _____			Size: _____ gallons Type: _____		
Meets current code: ☐ ☒	☐	☒	Meets current code: ☐ ☐	☐	☐
Tank lids in good condition: ☒ ☐	☒	☐	Tank lids in good condition: ☐ ☐	☐	☐
Inlet baffle in good condition: ☒ ☐	☒	☐	Inlet baffle in good condition: ☐ ☐	☐	☐
Evidence of solids on inlet baffle: ☐ ☒	☐	☒	Evidence of solids on inlet baffle: ☐ ☐	☐	☐
Outlet baffle in good condition: ☒ ☐	☒	☐	Outlet baffle in good condition: ☐ ☐	☐	☐
Evidence of solids on outlet baffle: ☐ ☒	☐	☒	Evidence of solids on outlet baffle: ☐ ☐	☐	☐
Water standing in outlet: ☐ ☒	☐	☒	Water standing in outlet: ☐ ☐	☐	☐
Water level below outlet: ☐ ☒	☐	☒	Water level below outlet: ☐ ☐	☐	☐
Tank needs to be pumped: ☐ ☒	☐	☒	Tank needs to be pumped: ☐ ☐	☐	☐
Outlet device/filter on tank: ☐ ☒	☐	☒	Outlet device/filter on tank: ☐ ☐	☐	☐
Type: _____			Type: _____		
Back flow into tank from system after pumping: Yes ☐ No ☐ N/A ☒			Back flow into tank from system after pumping: Yes ☐ No ☐ N/A ☐		

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

Depth to top of field: 12 inches to 24 inches

Square feet of field: 617 square feet

Meets current code sizing requirements:

Yes ☒ No ☐

Seepage standing on ground surface:

☐ ☒

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

☐ ☒

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

☐ ☒

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

☐ ☒

Depth of water in trench: 0 inches

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

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:

Yes ☐ No ☐

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 the bed: _____ inches

E. SAND FILTER -- This Section N/A ☒

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

Square feet of sand filter: _____ square feet

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

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

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

G. AEROBIC UNIT -- This Section N/A ☒

Manufacturer: _____ Model number: _____

Size of unit: _____ gallons

	Yes	No
Pump running at time of inspection:	☐	☐
Current maintenance contract in place:	☐	☐
Who is maintenance contract with: _____		
Alarm present:	☐	☐
Alarm location: _____		
Alarm properly working with audio and visual functions:	☐	☐
Unit discharges to: Seepage field ☐ Seepage bed ☐ Sand filter ☐ Other: _____		
If other, what method of chlorination is used: _____		
Chlorinator with screw on cap present:	☐	☐
Chlorinator tube with corrosion resistant handle present:	☐	☐
Evidence of chlorination:	☐	☐
Where does the contact tank discharge to: <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 Seepage system: _____ feet Sand filter: _____ feet Effluent tile: _____ feet Effluent discharge: _____ feet Geothermal unit: _____ feet Aerobic unit: _____ feet	Septic tank: _____ feet Seepage system: _____ feet Sand filter: _____ feet Effluent tile: _____ feet Effluent discharge: _____ feet Aerobic unit: _____ feet	Septic tank: _____ feet Seepage system: _____ feet Sand filter: _____ feet Effluent tile: _____ feet Effluent discharge: _____ feet Geothermal unit: _____ feet Aerobic unit: _____ feet
*Water line to:	*Body of water to: N/A ☐	
Septic tank: _____ feet Seepage system: _____ feet Sand filter: _____ feet Effluent tile: _____ feet Effluent discharge: _____ feet Aerobic unit: _____ feet	Septic tank: _____ feet Seepage system: _____ feet Sand filter: _____ feet Effluent tile: _____ feet Effluent discharge: _____ feet Aerobic unit: _____ feet	

Comments:

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

The septic was functioning normally at the time of inspection. The tank is undersized for three bedrooms with a disposal.

The house is used seasonally and could evaluate differently under normal usage. The septic is 54 yrs old. the average life span is 25 years.

This is the condition I found the septic system on this day. This evaluation is not and should not be considered a guarantee of how the sewage disposal system may function at any time in the future.

Rob Williamson

Inspector Name (print)

Rob Williamson

Signature

03-28-22

Date

LAKE BLOOMINGTON LEASE AGREEMENT

THIS LEASE is entered into on the _____ day of _____, 2022 between the City of Bloomington, a municipal corporation of McLean County, Illinois, hereinafter called "City" or "Lessor" and **BJ Armstrong**(as joint tenants) (as tenants in common) (as tenants by the entirety), of **McLean** County in the State of **Illinois**, hereinafter called "Lessee,"

WITNESSETH: In consideration of the mutual covenants hereinafter contained, the Parties agree as follows:

1. DESCRIPTION OF LEASED PREMISES. The City hereby leases to the Lessee that part of the City's marginal land described as: Lot 20 in Block N/A in Camp Peoria Point, according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois with PIN 08-06-301-002 and commonly known as 25326 Hiawatha ("Leased Premises") as shown by a copy of the plat attached hereto as **Exhibit A**; together which means of access thereto over other land of the City, along such route as the City may from time to time provide. The City reserves the right to renumber and redesignate said Leased Premises including said tract and included lot, and the Lessee will, upon request of the City, produce and exhibit this Lease and permit endorsing or stamping of such new number and designation hereon.

2. TERM. The term of this Lease is **99 YEARS**, unless sooner terminated as hereinafter provided.

3. RENT. Lessee agrees to pay rent for the Leased Premises to the City of Bloomington which shall be paid to the City per the terms outlined in the annual Lake Lot Lease Invoice. Rent shall be paid annually or in installments approved in writing by City. Rent shall be calculated under the following rent formula: **2% of THE LAND ONLY TAV (TOTAL ASSESSED VALUE)** as determined by the Assessor of the Township where the Leased Premises is located. Said rent shall be subject to recalculation every 10 years, based on the then-existing formula used to calculate the rent of new leases at that time. City is further permitted to reopen or renegotiate the base annual rent at the end of this Lease term. Failure to pay rent within 30 days of the bill due date listed on the Lake Lot Lease Invoice shall be considered a default as defined in Section 22.

4. LESSEE'S DWELLING. Lessee may construct, maintain, use, and occupy a single-family home and its appurtenances on the Leased Premises. No more than one home shall be on the Leased Premises at any one time. Prior to commencement of construction or modification of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises. Lessee shall submit all applicable applications and plans for said construction and/or modification including details of all appurtenances, plumbing, sewage disposal, electrical and mechanical systems, and any other requirements set forth by City and/or governmental bodies having jurisdiction, prior to the start of any construction or modification project and shall not begin said project(s) until full approval in writing with all required permits have been received. Any improvements built or modified without such written approval and/or permit(s) shall be removed or altered upon the written requests of the City, and at the expense of the Lessee. Upon Lessee's failure to comply, the City may cause the same to be removed or altered, and the amount of the expense incurred shall be paid by Lessee to City on demand. Such home and appurtenances shall be and remain property of the Lessee, with the right to remove the same. After performance of any other obligations herein on this part, Lessee shall leave the ground in as good condition as the same was prior to such construction or modification. The ordinances

of the City shall be in full force and effect in the same manner as if the Leased Premises were located within the boundaries of the City of Bloomington. City shall not unreasonably restrict Lessee from making 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.

5. UTILITIES. The Lessee is exclusively responsible for payment of water, electricity, garbage removal, and any other services availed of by the Lessee. For purposes of this Section the following shall apply:

A. 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 the Leased Premises 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 the right to require Lessee to connect (i.e., install a properly permitted private sewer service line) to said public sanitary sewer, including all sewage systems, water closets, sinks, drains, etc. Said connections shall be done in a manner approved by the City within the specified allotted time after notice is given including properly abandoning all septic systems at Lessee's sole cost. In addition, Lessee shall pay to the City the Lessee's proportional cost of the sanitary sewer improvements.

Permitted septic systems associated to the Leased Premises, but located off the Leased Premises at the time of the execution of this Lease, may remain off the Leased Premises until the septic system is repaired or replaced at which time the septic system shall be installed entirely upon the Leased Premises.

Further, Lessee shall: **(1)** Have all septic tank(s) associated with the Leased Premises pumped once every three years with the record of pumping being submitted to the City of Bloomington Public Works Department; **and (2)** Have all septic systems inspected by a McLean County Health Department approved septic evaluator once every three years with such records submitted to the City of Bloomington Public Works Department. Within six months of the inspection Lessee shall be required to correct any and all deficiencies found at the time of the evaluation to ensure said systems meet the standards of all sanitary laws and regulations of any governmental body having jurisdiction over the Leased Premises.

B. WATER. Lessee shall be permitted to purchase water from the City through water mains provided by the City at 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 any time there are restrictions in effect for the City of Bloomington that restrict watering of lawns.

C. REFUSE. 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 and paid by Lessee. However, so long as no residence is located on the Leased Premises and no garbage is collected, no fee for garbage collection shall be owed. Lessee shall maintain sole responsibility of requesting to start or stop garbage collection services. Failure to pay the garbage fee within 30 days of the bill due date listed on the Lake Lot Lease Invoice shall be considered a default as defined in Section 22.

6. LAND AND LAKE USE, ACCESS, AND MAINTENANCE.

A. RIGHT OF ENTRY. City shall have the right to go upon the Leased Premises at any and all times for the purpose of inspecting the same, to gain access to other land, to plant and care for trees and other vegetation, to improve and protect the shoreline, and/or for any other reasonably necessary work as

determined exclusively by City. City shall have the right to construct or cause to be constructed and to maintain and operate sewer, water and gas pipes, electric and telephone lines and/or pipes and lines for other services and their appurtenances on the Leased Premises. City retains all rights and ownership of the Marginal Land and Reservoir, upon which structures may be located. In the event the City requires access to perform maintenance of City owned property, removal of structures located on said property may be required and shall be done at City's sole discretion and at no cost to the City. Removal cost shall be paid by the Lessee. City shall not be responsible for replacing and/or reimbursing costs of any required removals.

B. GENERAL PUBLIC. Lessee may exclude the general public from the Leased Premises.

C. LAKE. Lessee and those persons lawfully occupying the Leased Premises shall have the right to use Lake Bloomington for boating, fishing, and other recreational uses, but shall be subject to the ordinances, rules, and regulations of the City. City grants Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the nearest boundary of the Leased Premises.

D. GENERAL MAINTENANCE. Lessee shall keep and maintain the Leased Premises, including the lot, improvements, structures, and personal items in good repair and a sanitary and neat condition, free from noxious weeds and debris. Any improvement, structure, or personal item remaining on non-leased City owned property shall be removed at Lessee's expense no later than 30 days from the execution of this Lease. If said removals do not timely occur, City may remove said structures and/or personal items at an expense to be reimbursed by Lessee to City. City shall not be responsible for replacing and/or reimbursing costs of any required removals. Failure to abide by the above stated shall be a default as defined in Section 22.

E. SANITARY CONDITIONS. Lessee shall install, use, and maintain in sanitary condition such septic systems, toilet(s), sewage, garbage, ash, and refuse facilities for the storage, treatment, or disposal of solid or liquid waste as required by the City, the State Department of Public Health, or other public authority having in its charge sanitation and public health.

F. TREE CUTTING. No trees on the Leased Premises shall be removed without prior written permission of the City except that Lessee may remove dead limbs and trim trees for safety, plant health, or aesthetic reasons. All tree removal requests shall be made to the City on the form made available by the City. City shall have the exclusive right to determine whether a tree is dead, whether removal is necessary, and what value is placed on each tree should removal of a live tree be desired by Lessee. City shall be reasonable and timely in its evaluation and assessment. Lessee shall be responsible for payment of the assessed value and all costs associated with any and all tree removals on the Leased Premises no later than 30 days after written notification by City. If the Lessee does not adhere to the above stated policy, Lessee shall be in default as defined in Section 22 and shall also pay the City's determined appraised value in full.

G. VEGETATION. Lessee shall care for and protect from damage all shade and ornamental trees, shrubbery, plants, and sod, and shall not remove, trim, or permit the removal or trimming of any tree except for in accordance with the above stated Section 6F, nor shall Lessee permit any of the Leased Premises to be denuded of vegetation or be cultivated in such manner as to cause or permit soil erosion.

7. WATER DAMAGE. The City shall not be liable for damage caused to any improvement or other property of the Lessee as a result of flooding.

8. PREFERENCE IN NEW LEASE. At the expiration of this Lease, the Lessee, if not in default, shall be preferred over all others for a new lease of the Leased Premises subject to then-existing ordinances and regulations.

9. 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 from the City. Any improvements remaining on the property after this Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.

10. LIENS. The Lessee shall not subject the City's interest in the Leased Premises to a lien of any kind, including but not limited to mechanics' or materialmen's liens. If such lien is claimed or filed, the Lessee shall cause the Leased Premises to be released from the claim within 30 days of receiving notice thereof.

11. TAXES AND ASSESSMENTS. The Lessee is responsible for all taxes and assessments levied on any part of the Leased Premises and any improvements thereon. The Lessee shall pay all taxes and assessments before they become delinquent.

12. SPECIAL ASSESSMENTS FOR LOCAL IMPROVEMENTS. Whenever the Leased Premises will be specially benefited by the construction of any local improvement or improvements and the Lessees of the majority of lots to be specially benefited thereby petition therefore or consent thereto in writing, the City may cause the improvement to be made. The Lessee will pay to the City the Lessee's proportional cost of the improvements.

13. SUBLETTING. Lessee may sublet the Leased Premises for not less than one week and not more than one year at a time after first obtaining the written consent of the City. During the period of subletting, Lessee is fully and exclusively responsible for all obligations under this Lease. City will not restrict a sublease provided that Lessee is not in default and the sublease will be conducted in accordance with all applicable City ordinances, rules, and regulations. Lessee understands that City has a Rental Registration Program and that the Program may become applicable to the Leased Premises should Lessee decide to sublet, at which point Lessee agrees to enroll and fully comply with said Program.

14. ASSIGNMENT. Other than as set forth in Section 13, Lessee shall not have the right to sell, assign, mortgage, or transfer this Lease without the written consent of the City. However, City shall not withhold its consent to a sale, assignment, mortgage, or transfer if Lessee is not in default as defined in Section 22 and the sale, assignment, mortgage, or transfer is made in accordance with City ordinances, rules, and regulations.

If the improvements upon the Leased Premises are permissibly sold, assigned, or transferred, City will promptly begin evaluation of the Leased Premises for compliance with all applicable laws, ordinances, rules, and regulations in an effort to issue a new lease. Upon verification City will enter into a new lease. Thereupon, this Lease will automatically terminate, and the Lessee will be freed of any obligations hereunder.

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. INDEMNIFICATION. To the fullest extent permitted by law, Lessee shall indemnify and hold harmless the City, its officers, officials, agents, and employees from claims, demands, causes of action, and liabilities of every kind and nature whatsoever arising out of or in connection with this Lease, except for loss, damage, or expense arising from the sole gross negligence or willful misconduct of the City or the City's agents, servants, or independent contractors who are directly responsible to the City. This indemnification shall extend to all claims occurring after this Lease is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the City or the City's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this Section shall not be limited by insurance requirements or by any other provision of this Lease.

17. POWER TO MORTGAGE. For the purpose of enabling Lessee to secure financing in the form of a mortgage on the improvements of the Leased Premises, City and Lessee agree, so long (but only so long) as Mortgagee, its successors, and assigns shall have an interest in said improvements, City shall notify Mortgagee per Section 18 of any default by Lessee. After Mortgagee has been provided notice, Mortgagee shall have the same time period as Lessee to cure any default under this Lease. City shall accept such performance by Mortgagee as if it had been done by Lessee.

18. NOTICE. All notices referred to herein shall be sufficient if delivered by: **(1)** personal delivery; **(2)** email with confirmation; **or (3)** certified mail, return receipt requested to the respective parties at the addresses set forth herein, or such other addresses as they shall from time to time furnish to each other by written notice.

If to Lessee:

BJ Armstrong



(Email Required)_____

If to Mortgagee:

(Email Required)_____

If to City:

City of Bloomington
Attn: City Manager
115 E. Washington St.
Bloomington, IL 61701
cityclerk@cityblm.org

If to City, copy to:

City of Bloomington
Attn: Corporation Counsel
115 E. Washington St.
Bloomington, IL 61701
legal@cityblm.org

19. LEGAL COMPLIANCE. Lessee shall comply with all rules, regulations, ordinances, and laws relating to the Leased Premises, the lake, and surrounding lands, and will not permit any violation thereof by any family members, guests, or any other persons permitted access the Leased Premises.

20. RULES & REGULATIONS. Lessee and those occupying the Leased Premises are subject to such reasonable rules and regulations as may be adopted by City from time to time after reasonable notice of the proposed rules and regulations to Lessee.

21. GOVERNING LAW. This Lease is governed by and will be interpreted under the laws of the State of Illinois. Any disputes shall be heard in the courts of McLean County, State of Illinois.

22. DEFAULT. In the event Lessee fails to timely pay rent or other fees and charges, or otherwise violates any of the terms and conditions of this Lease, and such failure or violation is not cured or remedied within 30 days following service by the City upon the Lessee of written notice specifying such failure or violation, Lessee shall be in default of this Lease.

In the event of default, City shall be entitled to one or more of the following remedies: **(1)** to terminate this Lease and seek an order from a court of competent jurisdiction allowing it to retake possession of the Leased Premises; **(2)** to seek a judgement for any sums due City for rent, fees, late charges, or penalties; **(3)** to seek a judgement for the reasonable cost of any repairs to remedy damage to the Leased Premises; **(4)** to sue for injunctive relief directing Lessee to perform as required under this Lease; **or (5)** to seek a judgement for City's reasonable costs incurred to obtain remedies.

If Lessee defaults in the payment of rent or other monetary charges due hereunder, and fails to remedy such default within 30 days, Lessee shall be responsible for paying late fees as defined on the Lake Lot Lease Invoice in compliance with all applicable laws.

At the sole discretion of the City, Lessee may be given, by written extension, additional time to cure a default, and such extension shall not be deemed a waiver of the City's right to terminate this Lease based upon such default and seek remedies as provided herein.

23. INSURANCE. Lessee shall maintain and carry insurance in Lessee's own name on any improvements on or placed by him on the Leased Premises. Lessee shall cause such insurance to be written in favor of himself and the City jointly. In such case that the insurance shall be used for its purpose, the Lessee may receive all recoverable insurance moneys subject only to the prior right of the City to receive payment of any sums then due and owing to it from the Lessee. All certificates of insurance shall be provided to the City and City shall be named as additional insured under the policy(ies). City shall be immediately notified in the event any changes to the policy(ies) are made. If the Lessee maintain and carry such insurance and/or abide by the above state policy, Lessee shall be in default as defined in Section 22 and shall also pay the City's any monies owed under what would have been determined to be an insurance claim had Lessee been appropriately covered.

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

25. 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 Section 2.

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

LESSEE



CITY OF BLOOMINGTON

Its Mayor

Attested by:

(If second signer, Lessee Name Typed)

Its City Clerk

EXHIBIT A

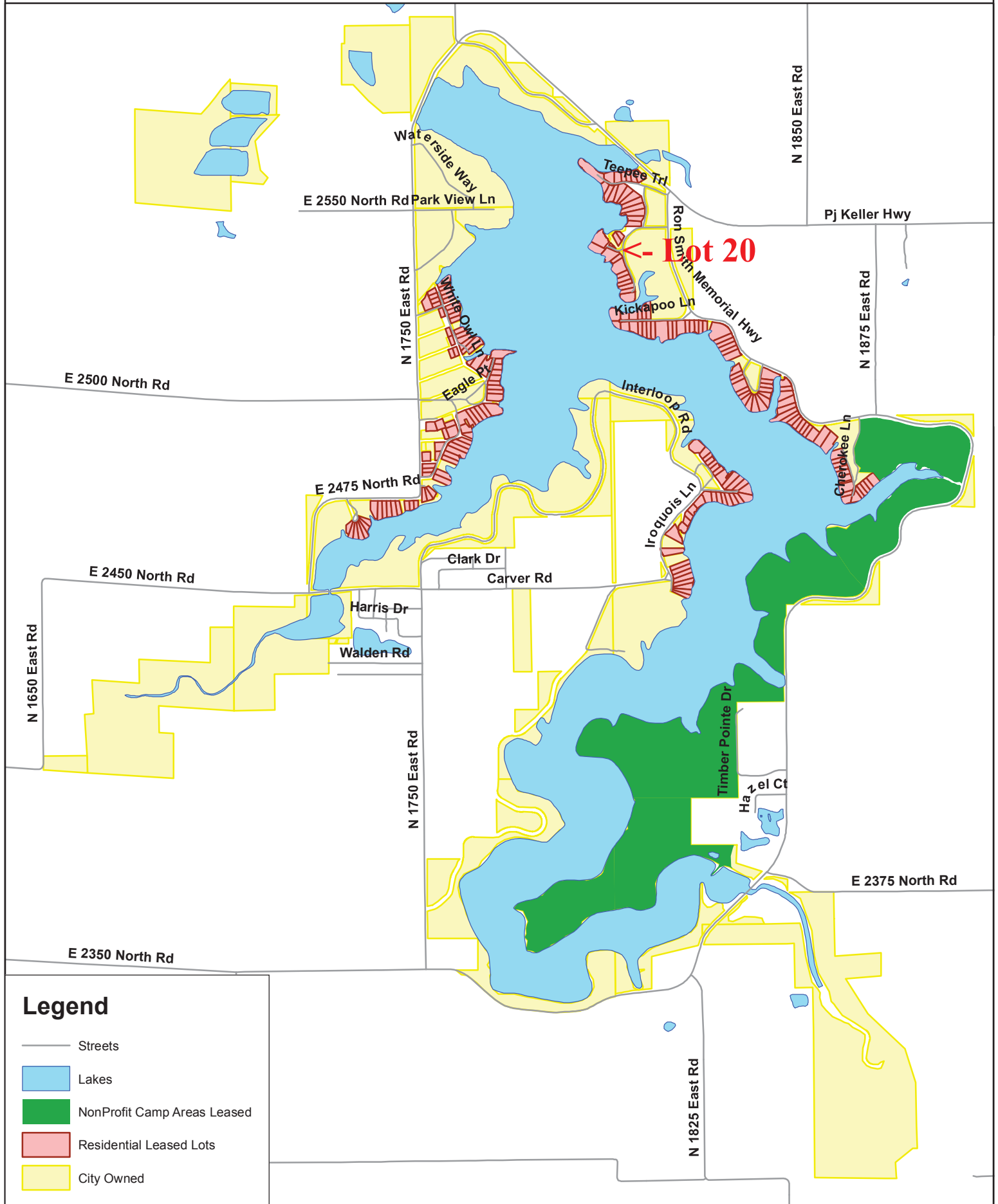


PEORIA POINT SUBD'VN	
AT LAKE BLOOMINGTON	
CITY OF BLOOMINGTON, ILLINOIS	
OFFICE OF CITY ENGINEER	
SCALE: 1" = 50'	DRAWING FILE NO.
DATE: 12/24/64	LB-11
DRAWN BY: J.L.A.	SHEET 1 OF 1

Lake Bloomington Lease Map



0 1,000 2,000
Feet
Date: 4/23/2021



Legend

- Streets
- Lakes
- NonProfit Camp Areas Leased
- Residential Leased Lots
- City Owned



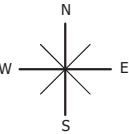
← Lot 20

LAKE BLOOMINGTON
Peoria Point
Sub.
3-27-64
K17 = MAILING ADDRESS 1/86

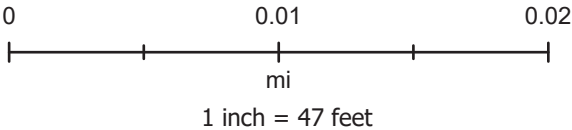
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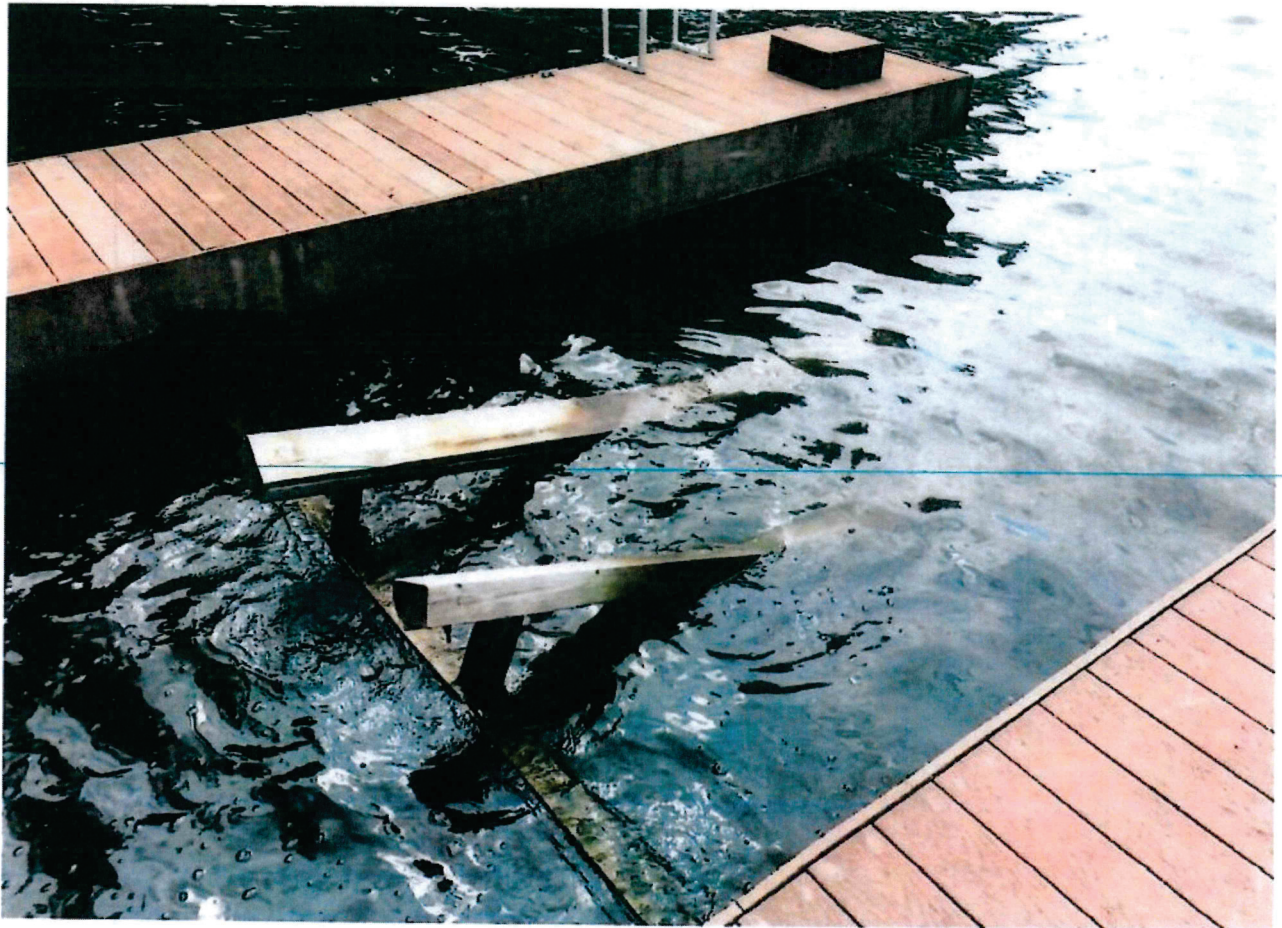
PEORIA POINT SUBD'VN AT LAKE BLOOMINGTON	
CITY OF BLOOMINGTON, ILLINOIS OFFICE OF CITY ENGINEER	
SCALE: 1" = 50'	DRAWING FILE NO.
DATE: 12/24/64	LB-11
DRAWN BY: J.L.A.	SHEET 1 OF 1

Lot 20 Peoria Point Structure Map



McGIS does not guarantee the accuracy of the information displayed. Only on-site verification or field surveys by a licensed professional land surveyor can provide such accuracy. Use for display and reference purposes only.





REGULAR AGENDA



REGULAR AGENDA ITEM NO. 8.A

FOR COUNCIL: May 23, 2022

SPONSOR: Economic & Community Development Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on an Ordinance Approving a Development Agreement By and Between the City of Bloomington, Illinois and Forgetful Friends, LLC (110 E. Jefferson 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: Red Raccoon Games is central Illinois' largest board game store. Purchased in 2014 and rebranded in 2015, the store has grown top-line revenue by over 3X, expanding into new product lines such as children's toys & stuffed animals, and geek culture products. With increased sales and business, staff has increased from 2 in 2014 to 14 in 2022. The store now needs more space.

Forgetful Friends, LLC, owned by the same owners as Bowties & Fezzes, LLC which do business as Red Raccoon Games, purchased 110 E. Jefferson Street, originally built as a Woolworths in the 1950s, in 2021 and proposes to renovate/repair and convert the building into 3 class A retail storefronts. The building had been primarily empty since 2008. Red Raccoon Games will be located in the largest retail space. Two additional retail spaces of 2,500 square feet each will be built on the main floor to house two other retail businesses that will be new to the area. An elevator is going to be added for ADA access to the basement of the building. The Developer will use a portion of the remodeled space in the basement for an event and play space.

Red Raccoon Games is expected to invest \$1,589,000 into the property. This will revitalize a vacant building located in Bloomington's Downtown while bringing new retail businesses into the area.

To make the project financially feasible, Forgetful Friends, LLC is requesting financial assistance from the City in the form of Municipal Sales Tax and City Property Tax Reimbursements as well as 12 parking passes, at no cost, for the Market Street parking garage. Fifty percent (50%) of the Municipal Sales Tax generated by Red Raccoon over six (6) years will be reimbursed to Forgetful Friends, LLC, with the other fifty percent (50%) going

to the City. One hundred percent (100%) of the Municipal Sales Tax generated by the new businesses over six (6) years will be reimbursed to Forgetful Friends, LLC contingent on those two new businesses being new to the City. One hundred percent (100%) of the City's portion of the Property Tax for the parcel located at 110 E Jefferson Street will also be abated for six (6) years. Twelve (12) parking passes for the Market Street parking garage will also be included at no cost to Forgetful Friends, LLC, 8 for Red Raccoon's use and 2 each for the other retail spaces, for 6 years.

Staff believe the proposed incentive package is worthy of consideration by the Council. But for the proposed incentives, this development would not take place. As a small, local business with a successful history, the offer of incentives to Forgetful Friends, LLC will ensure its financial viability for years to come.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Red Raccoon Games is a destination retail shop that has substantially increased their sales and increased staff since 2014. Currently, the future growth of Red Raccoon Games is projected at 8-12% based on industry trends. The expansion of the store into this new location will continue to bring in growing sales taxes and property taxes into the City and the Downtown, which will be compounded by the addition of two new retail stores.

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

Respectfully submitted for Council consideration.

Prepared by: Ellen Robertson, Sr. Economic Development Specialist

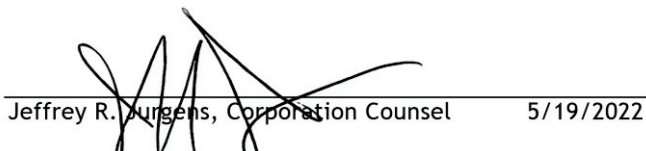
Reviewed by:


Melissa Holt, Economic and Community Development Director

5/19/2022


Chris Tomertin, Budget Manager

5/19/2022


Jeffrey R. Durgens, Corporation Counsel

5/19/2022


Tara Henry, Legislative Assistant & Records Manager

5/19/2022

Attachments:

- E&CD 4B Ordinance_Forgetful Friends LLC_FINAL
- E&CD 4C Forgetful Friends Incentive Agreement_Signed

ORDINANCE NO. 2022 - _____

**AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF BLOOMINGTON, ILLINOIS AND FORGETFUL FRIENDS, LLC
(110 E. Jefferson Street)**

WHEREAS, the City of Bloomington, McLean County, Illinois (the “City”), is a home-rule unit of local government organized under the laws of the State of Illinois and is authorized to enter into economic incentive agreements in order to encourage the development or redevelopment of land within the corporate limits of the City; and,

WHEREAS, the City has identified certain commercial areas within its municipal boundaries where private development or redevelopment would significantly improve its tax base and the tax base of all of the affected taxing districts and provide new job opportunities for its citizens; and,

WHEREAS, Forgetful Friends, LLC, an Illinois Limited Liability Company, (the “Developer”) has purchased the parcel of land near the corner of East Jefferson Street and N Main Street within the corporate boundaries of the City, consisting of generally 0.22 acres located at 110 E. Jefferson St (the “Subject Property”); and,

WHEREAS, on December 7, 2021, the Developer purchased the Subject Property with the intent to redevelop the existing building into three (3) retail spaces and an elevator accessible basement entertainment space; and,

WHEREAS, the Mayor and City Council of the City have determined that it is in the best interests of the City and the health, safety and welfare of its residents, for the City to support the Project as set forth in the attached Development Agreement.

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

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

Section 2. That the Development Agreement by and between the City of Bloomington, McLean County, Illinois and Forgetful Friends, LLC attached hereto and made a part hereof, is hereby approved and the City Manager and City Clerk are hereby authorized to execute and deliver said Agreement on behalf of the City.

Section 2. The City Manager is hereby authorized and directed to undertake any and all actions as may be required to implement the terms of said Agreement.

Section 3. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

Section 4. This Ordinance shall be in full force and effect immediately after its approval and publication as required by law.

Section 5. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 23rd day of May 2022.

APPROVED this _____ day of May 2022.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

ECONOMIC INCENTIVE AGREEMENT
by and between
THE CITY OF BLOOMINGTON, ILLINOIS
and
Forgetful Friends, LLC

THIS ECONOMIC INCENTIVE AGREEMENT is entered into this day of May 2022, by and between the City of Bloomington, Illinois, an Illinois municipal corporation (the “*City*”), and Forgetful Friends, LLC (the “*Developer*”).

PREAMBLES

WHEREAS, the City is a duly organized and validly existing home-rule municipality pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970 and as such, may exercise any power and perform any function pertaining to its government and affairs; and,

WHEREAS, the Mayor and City Council (the “*Corporate Authorities*”) have acknowledged that one of the primary goals of local government is to promote the health, safety, and welfare of its citizens by encouraging private investment in industry, business, and housing in order to enhance the City’s tax base, ameliorate blight and provide job opportunities for its residents; and,

WHEREAS, the Corporate Authorities have also acknowledged that in order to accomplish its goal to promote the health, safety and welfare of its citizens, there is often a need for economic assistance to address some of the extraordinary measures required to accomplish private investment in industry, business, and housing; and,

WHEREAS, the City has identified certain commercial areas within its municipal boundaries where the existence of certain factors, such as excessive vacancies, deteriorating buildings and/or deteriorating common areas; which factors, if not addressed, shall result in a

disproportionate expenditure of public funds, decline of the City's tax base and loss of job opportunity for its residents; and,

WHEREAS, the City has determined that the area located in the vicinity of East Jefferson Street and North Main Street, is an important commercial center of the City and its appearance and operations are essential to the business strength of the City; and,

WHEREAS, the Developer has acquired the property located at 110 E Jefferson Street, Bloomington, Illinois (the "*Subject Property*") and has approached the City with a proposal to redevelop the Subject Property, which has been vacant for several years for the purpose of redeveloping the building into three (3) retail spaces with a usable basement; and,

WHEREAS, the Developer has advised the City that in order to proceed to redevelop the Subject Property, it shall be required to undertake substantial improvements thereto (the "*Project*"), thereby incurring extraordinary costs and has requested financial assistance from the City due to such extraordinary costs; and,

WHEREAS, the Corporate Authorities have reviewed the proposal from the Developer and the commitments to undertake the Project on the part of the Developer and have determined that it is in the best interest of the City and the health, safety, and welfare of its residents, for the City to provide some financial assistance to the Developer for the extraordinary costs to be incurred in connection with the Project, upon the terms, conditions, and limitations as hereinafter set forth.

NOW, THEREFORE, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Section 1. Incorporation of Recitals.

All the recitals contained in the Preambles to this Agreement are hereby incorporated into this Agreement as though restated in this Section.

Section 2. Obligations of the Developer.

A. On or before September 30, 2022, the Developer shall present a plan to the City specifying the improvements to be made to the Subject Property for its approval and within thirty (30) days of approval by the City, the Developer shall have obtained all permits necessary pursuant to all applicable City Codes and laws of the State; commence construction of the Project in a good and workmanlike manner in accordance with the standards set forth in the City Code and all applicable laws of the State of Illinois; and, continue construction until completion; and, obtain certificates of occupancy from the City for all three retail spaces and the aforementioned basement on or before April 1, 2023.

B. The Developer covenants and agrees to renovate the Subject Property in order to create one primary retail space and a basement, including an elevator to increase accessibility; as well as two additional retail spaces to be leased by Developer. The primary retail space, including the basement and elevator is to be leased to Bowties & Fezzes, LLC dba Red Raccoon Games, to be used as a retail and amusement space to be called Red Raccoon Games (the "Red Raccoon"), on or before April 1, 2023, unless delayed by Force Majeure as described in Section 6. The Developer covenants and agrees the primary retail space of the Subject Property will be leased to Bowties & Fezzes, LLC dba Red Raccoon Games or another fully operational retail establishment under a commercially reasonable lease without interruption for a period not less than six (6) years. The Developer covenants and agrees to lease the other two retail spaces in the Subject property to additional fully operational retail establishments under commercially reasonable leases. The Developer covenants and agrees to renovate the Subject Property in order

to provide two additional retail spaces (the “Businesses”), each 2,500 square feet, on or before April 1, 2023, and begin retail operations in both spaces on or before October 31, 2023.

C. Developer covenants that the Project shall require an investment of approximately \$1,589,000 to redevelop the Subject Property and commence operation of the Red Raccoon and the Businesses. Upon completion of the Project, the Developer shall deliver receipts in the form of paid bills, invoices, etc., as proof of the investment of no less than \$1,589,000.

D. Developer covenants and agrees, throughout the term of this Agreement the primary retail space of the Subject Property will be maintained, operated by, and leased to Bowties & Fezzes, LLC dba Red Raccoon Games, or another fully operational retail establishment under a commercially reasonable lease. The Developer covenants and agrees throughout the term of this agreement to lease the other two retail spaces in the Subject property to additional fully operational retail establishments under commercially reasonable leases. The Developer covenants and agrees to lease all retail spaces of the Subject Property in conformance with all applicable local, state, and federal laws, as well as require all of its tenants to do the same under any and all leases signed for each locations.

E. The Developer covenants and agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* (the “*Prevailing Wage Act*”), if and to the extent the Developer’s receipt of funds from the City pursuant to this Agreement causes the Developer to become subject to the Prevailing Wage Act.

Section 3. Obligations of the City to Reimburse the Developer.

A. Provided that the Developer has satisfied the requirements as stated in Section 2 and commenced construction and obtaining a certificate of occupancy for the Red Raccoon and

the Businesses on or before April 1, 2023, the City hereby covenants and agrees to annually reimburse the Developer in amounts as outlined below:

1. Fifty percent (50%) of the Municipal Sales Taxes, as defined below, generated by Red Raccoon and one-hundred percent (100%) of the Municipal Sales Tax revenue generated by the Businesses, but only in the event that the Businesses located therein are new to the City of Bloomington, and distributed to the City by the Illinois Department of Revenue (IDOR) until the first to occur: (i) receipt of \$196,900 by the Developer from a combination of the Municipal Sales Taxes and the Property Tax Revenue, as hereinafter provided; or, (ii) March 31, 2029. It is understood and agreed that Municipal Sales Taxes are defined as the 1% Retailer's Occupation Tax distributed to the City by IDOR pursuant to the Use Tax Act and the City's 2.5% Home Rule Sales Tax (together known as the "Municipal Sales Taxes"). The first payment to the Developer will be made on or before March 31, 2024, for tax year 2023; continued annually on or before March 31 until the first to occur (i) the Developer has received \$196,900 from both the Municipal Sales Taxes and the Property Tax Revenue, as hereinafter provided or (ii) March 31, 2029.

2. One hundred percent (100%) of the City of Bloomington's portion of the real estate taxes generated by the Subject Property (the "Property Tax Revenue") until the first to occur: (i) receipt by the Developer of \$196,900 from both the Municipal Sales Taxes and the Property Tax Revenue; or (ii) March 31, 2029.

B. Provided that the Developer has satisfied the requirements as stated previously, the City will provide 12 parking passes, valued at \$50 per month per pass, for the Market Street Parking Garage to the Developer, at no cost to the Developer, for six (6) years beginning January

1, 2023, and ending December 31, 2028, whether or not the agreement has been terminated pursuant of Section 4. If the Market Street Parking Garage is not operational through the duration of this Agreement, the City and Developer shall work together in good faith to find other parking accommodations.

C. In addition to the distribution to the Developer of the Municipal Sales Taxes, the Property Tax Revenue, and the parking passes, the Developer may apply for the City grant program called the Harriet Fuller Rust Grant Program (the "RUST Grant") for an amount of \$25,000. It is understood and agreed that the Developer's application for the RUST Grant will be objectively reviewed by the City and granted if said application meets the required guidelines and criteria without consideration of the benefits due to the Developer pursuant to this Agreement.

D. In no event shall the taxes generated by any other business operated by the Developer or transferred to the City from any other Illinois Business Tax number be included when calculating the Municipal Sales Tax generated by the Developer.

E. In the event the Subject Property is no longer leased to Bowties & Fezzes, LLC dba Red Raccoon Games or another fully operational retail establishment under a commercially reasonable lease; and the other two retail spaces in the Subject property are no longer leased to additional fully operational retail establishments under commercially reasonable leases at any time during the term of this Agreement, other than a temporary cessation of operations for reasonable business purposes such as remodeling or as a result of a Force Majeure, the Developer covenants and agrees to repay the City for amounts paid by the City under the terms of this Agreement according to the following schedule:

<u>Year of Termination of Operations</u>	<u>Percentage of Prior Amounts Received by Developer to be Repaid to City</u>
<u>2024</u>	<u>100%</u>
<u>2025</u>	<u>100%</u>
<u>2026</u>	<u>80%</u>
<u>2027</u>	<u>60%</u>
<u>2028</u>	<u>40%</u>
<u>2029</u>	<u>20%</u>

F. The City shall treat this Agreement as an agreement to share or rebate occupation taxes and shall timely comply with the reporting requirements of 65 ILCS § 5/8-11-21.

Section 4. Term.

Unless earlier terminated pursuant to Section 15 hereof, the term of this Agreement shall commence upon execution by the parties and shall terminate on the first to occur: (i) receipt by the Developer of \$196,900 from both the Municipal Sales Taxes and the Property Tax Revenue; or (ii) March 31, 2029.

Section 5. No Liability of City to Others for Developer's Expenses.

The City shall have no obligations to pay costs of the Project or to make any payments to any person other than the Developer, or its successors or assigns, nor shall the City be obligated to pay any contractor, subcontractor, mechanic, or materialman providing services or materials to the Developer for the construction and development of the Project.

Section 6. Time; Force Majeure.

Time is of the essence of this Agreement; provided, however, a party shall not be deemed in material breach of this Agreement with respect to any of such party's obligations to be performed under this Agreement, if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, war, fuel

shortages, accidents casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party ("*Force Majeure*"). If one of the foregoing events occurs or either party claims that such an event occurred, the party to whom such claim is made shall investigate and consult with the party making such claim, and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was reasonably caused by such Force Majeure.

Section 7. Assignment.

The Subject Property may not be conveyed by the Developer and/or this Agreement may not be assigned by the Developer without the prior written consent of the City, which consent shall not be unreasonably withheld.

Section 8. Developer Indemnification.

The Developer shall indemnify and hold harmless the City, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs, and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly from the failure of the Developer, or any contractor, subcontractor, agent, or employee thereof (so long as such contractor, subcontractor, agent, or employee thereof is hired by the Developer) to timely pay any contractor, subcontractor, laborer, or materialman, from any default or breach of the terms of this Agreement by the Developer; or from any negligence or reckless or willful misconduct of the Developer or any contractor, subcontractor, agent, or employee thereof (so long as such contractor, subcontractor or agent or

employee is hired by the Developer, or one of its subcontractors, agents, or employees). The Developer shall, at its own cost and expense, appear, defend, and pay all charges of attorneys, costs, and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City, its agents, officers, officials, or employees in any such action, the Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the City or any of its officers, agents, employees, or contractors.

Section 9. Waiver.

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right or remedy does so in writing. No such waiver shall obligate such party to waive any right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

Section 10. Severability.

If any section, subsection, term, or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term, or provision of this Agreement, or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 11. Notices.

All notices, demands, requests, consents, approvals, or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party, or an officer, agent, or attorney of the party, and shall be deemed to have been effective as of the date of actual

delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To the Developer:

Jamison J Mathy

[REDACTED]

With a copy to:

Nathan Hinch - Meyer Capel Law Firm

[REDACTED]

To the City:

Tim Gleason, City Manager
City of Bloomington
115 E. Washington St.
Bloomington, Illinois 61701

With copies to:

Kathleen Field Orr
2024 Hickory Road
Suite 205
Homewood, Illinois 60430

City of Bloomington
Attn: Legal Department
115 E. Washington St.
Bloomington, IL 61701

Section 12. Successors in Interest.

This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

Section 13. No Joint Venture, Agency, or Partnership Created.

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

Section 14. No Discrimination – Construction.

The Developer, or its successors or assigns, agrees that with respect to the development of the Project it shall not discriminate against any employee or applicant for employment

because of race, color, religion, sex, or national origin. The Developer shall take affirmative action to require that applicants are employed and that employees are treated fairly during employment, without regard to their race, creed, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising and solicitations or advertisements for employment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to all employees and applicants for employment, notices, which may be provided by the City, setting forth the provisions of this nondiscrimination clause.

Section 15. Remedies – Liability.

A. If, in the City's judgment, the Developer is in material default of this Agreement, the City shall provide the Developer with a written statement indicating any failure on the Developer's part to fulfill its obligations under this Agreement. Except as required to protect against further damages, the City may not exercise any remedies against the Developer in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the Developer has shown diligent efforts to proceed with such cure. If such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the City in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

B. If the Developer materially fails to fulfill its obligations under this Agreement after notice is given by the City and any cure periods described in paragraph (a) above have expired, the City may elect to terminate this Agreement or exercise any right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Agreement.

C. If prior to completion of the Project, any voluntary or involuntary petition or similar pleading under any section of any bankruptcy or insolvency act shall be filed by or against the Developer; or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Developer insolvent or unable to pay the Developer's debts; or the Developer makes an assignment for the benefit of its creditors; or a trustee or receiver is appointed for the Developer or for the major part of the Developer's property; the City may elect, but is not required to, terminate this Agreement with or without notice, to the extent permitted by law and enforceable under applicable federal bankruptcy laws. At such time, repayment by the Developer of funds issued by the City as outlined in Section 3(D) shall commence. In order to terminate this Agreement for any reason described in this sub-section (c), the City's sole obligation shall be to record a Certificate of Default with the McLean County Recorder's Office, executed by the Mayor or the City Manager, stating that this Agreement is terminated pursuant to the provisions of this Section 16(c), in which event this Agreement shall *ipso facto* automatically become null and void and of no further force and effect.

D. If, in the Developer's judgment, the City is in material default of this Agreement, the Developer shall provide the City with a written statement indicating in adequate detail any failure on the City's part to fulfill its obligations under this Agreement. The Developer may not exercise any remedies against the City in connection with such failure until thirty (30) days after

giving such notice. If such default cannot be cured within such thirty (30) day period, such period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the City has shown diligent efforts to proceed with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. Any failure or delay by the Developer in asserting any of its rights or remedies as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

E. In addition to any other rights or remedies, a party may institute legal action against the other party to cure, correct, or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to, the equitable remedy of an action for specific performance; provided, however, no recourse for any claim under or upon any obligation contained in this Agreement shall be had against the City, its officers, agents, attorneys, representatives, or employees, in any amount or in excess of any specific sum agreed to be paid by the City pursuant to this Agreement; and no liability, right, or claim at law or in equity shall be attached to or incurred by the City, its officers, agents, attorneys, representatives, or employees in any amount in excess of any specific sums agreed by the City to be paid hereunder, and any such claim is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the City.

F. The rights and remedies of the parties are cumulative and the exercise by a party of one or more such rights or remedies shall not preclude the exercise, at the same time or different times, of any other rights or remedies for the same default or for any other default by the other party.

G. This Agreement and all matters pertaining hereto shall be governed by Illinois law and any dispute arising therefrom shall be litigated in McLean County, Illinois, the county wherein the Subject Property is located.

Section 16. Amendment.

This Agreement, and any exhibits attached to this Agreement, may be amended only in a writing signed by all parties with the adoption of any ordinance or resolution of the City approving the amendment, as provided by law, and by execution of the amendment by the parties or their successors in interest. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the Project.

Section 17. Freedom of Information Act.

This Agreement is subject to the Freedom of Information Act (FOIA).

Section 18. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Bloomington, Illinois.

City of Bloomington, McLean County, an Illinois municipal corporation

By: _____
Mayor

Attest:

City Clerk

Forgetful Friends, LLC, an Illinois Limited Liability Company

By: _____
President

Attest:

Secretary



REGULAR AGENDA ITEM NO. 8.B

FOR COUNCIL: May 23, 2022

SPONSOR: Economic & Community Development Department

WARD IMPACTED: Ward 4

SUBJECT: Consideration and action on an Ordinance Approving a Second Amendment to the Memorandum of Understanding II between the City of Bloomington and Illinois Wesleyan University to Support the Marketing and Redevelopment of the Properties in the 800 Block of North Main Street and Terminating the Listing Agreement with Coldwell Banker Commercial Devonshire Realty, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION:

The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

- Goal 6. Prosperous Downtown Bloomington
- Goal 5. Great Place - Livable, Sustainable City
- Goal 4. Strong Neighborhoods
- Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

- Objective 6b. Downtown Vision and Plan used to guide development, redevelopment and investments
- Objective 6a. More beautiful, clean Downtown area
- Objective 5e. More attractive city: commercial areas and neighborhoods
- Objective 4d. Improved neighborhood infrastructure
- Objective 4c. Preservation of property/home valuations
- Objective 3e. Strong working relationship among the City, businesses, economic development organizations
- Objective 3b. Attraction of new targeted businesses that are the “right” fit for Bloomington

BACKGROUND: On July 9, 2018, the City and Illinois Wesleyan University (“IWU”) entered into a memorandum of understanding (the “Original MOU”; Ordinance 2018-56) to support the marketing and redevelopment of the former Mennonite hospital site in the 800 block of North Main Street (the “Project Area”). The Original MOU called for the City to issue a formal request for proposals to solicit private developer interest in the Project Area. The City issued RFQ #2019-12 and ultimately entered into contract with Coldwell Banker Commercial Devonshire Realty (the “Broker”).

Subsequent to the adoption of the Original MOU, multiple macroeconomic factors impacted the commercial real estate market both nationally and locally. Due to these factors, a revised MOU (the “MOU II”) was entered into between IWU and the City on May 24, 2021 which more clearly articulated the mutually agreed upon plan of action with the Broker for the marketing of the Project Area, including details regarding the City and IWU jointly entering into a proposed listing agreement with the Broker and the terms of the Broker’s

commission. This MOU II was set to run until May 31, 2021, which was then extended another year by amendment to then end on May 31, 2022.

Through conversations, City staff and representatives from IWU determined that it would be prudent for the City and IWU to terminate the Listing Agreement between the City, IWU and the Broker and amend the MOU II, with the majority of the terms remaining unchanged. The Listing Agreement between the City, IWU, and the Broker may be terminated by the Parties with sixty (60) days written notice to the Broker, with or without cause, by vote of the governing boards of the Parties.

This second amendment to MOU II removes language involving the Broker, replacing it with language stating the City of Bloomington will take on the role of marketing the Project Area to private developers, identify redevelopment options that benefit both the City and IWU, and will seek out private developer proposal for the redevelopment of the Project Area. The second amendment also extends MOU II another year, to end on May 31, 2023.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Representatives from Illinois Wesleyan University were part of multiple discussions and reviewed the second amendment to the New MOU.

FINANCIAL IMPACT: There is no immediate financial impact to the City as a result of approval of the proposed second amendment or approval of the Termination of the Listing Agreement. The Broker will receive Commission as outline in the Listing Agreement if and only if a developer attracted by the Broker during the duration of the Listing Agreement is chosen for development of the Project Area.

COMMUNITY DEVELOPMENT IMPACT: Goal ED-4 Enhance the image of Bloomington as a business-friendly community. ED-4.2 Prioritize infill and redevelopment to spur growth and reinvestment in the City. ED-4.3 Facilitate and enhance pedestrian-friendly neighborhood centers to support mixed use developments. ED-4.4 Evaluate commercial land use needs in the context of changing economic trends. ED-4.5 Identify and reduce barriers for local growth and economic development; Goal D-1 Continue to build a healthy Downtown that offers a range of employment, retail, housing, cultural and entertainment opportunities for all. D-1.2 Pursue catalyst projects that can serve as additional Downtown anchors. D-1.4 Develop a wide variety of Downtown housing options; Goal D-2 Market and promote the unique brand and image of Downtown Bloomington. D-2.1 Identify and designate gateways to Downtown [North Main Street]; Goal D-6 Reinforce the connections between Downtown and adjacent neighborhoods. D-6.1 Encourage development on sites that will link Downtown with surrounding neighborhoods. D-6.3 Pursue public-private development opportunities with major employers seeking employee housing near offices.

Respectfully submitted for Council consideration.

Prepared by: Ellen Robertson, Sr. Economic Development Specialist

Reviewed by:



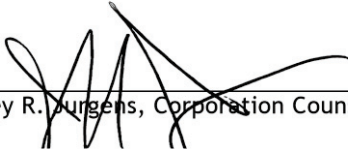
Melissa Hall, Economic and Community Development Director

5/17/2022



Chris Tomertin, Budget Manager

5/18/2022



Jeffrey R. Jurgens, Corporation Counsel

5/19/2022



Tara Henry, Legislative Assistant & Records Manager

5/19/2022

Attachments:

- E&CD 3B MOU II Second Amendment Ordinance
- E&CD 3C Second Amendment to the New MOU II
- E&CD 3D Listing Agreement Extension
- E&CD 3E Listing Agreement SIGNED July 11 2019
- E&CD 3F First Amendment to the New MOU II
- E&CD 3G New MOU II

ORDINANCE NO. 2022 - ____

AN ORDINANCE APPROVING A SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING II BETWEEN THE CITY OF BLOOMINGTON AND ILLINOIS WESLEYAN UNIVERSITY TO SUPPORT THE MARKETING AND REDEVELOPMENT OF THE PROPERTIES IN THE 800 BLOCK OF NORTH MAIN STREET AND TERMINATING THE LISTING AGREEMENT WITH COLDWELL BANKER COMMERCIAL DEVONSHIRE REALTY

WHEREAS, the City of Bloomington, McLean County, Illinois (“City”) is an Illinois home-rule municipality; and

WHEREAS, On July 9, 2018, the City and Illinois Wesleyan University (“IWU”) entered into a memorandum of understanding (the “Original MOU”) to support the marketing and redevelopment of the former Mennonite hospital site in the 800 block of North Main Street (the “Project Area”); and

WHEREAS, the Original MOU went through several amendments and on May 24, 2021, a new MOU was entered (“MOU II”); and

WHEREAS, City staff and representatives from IWU determined that it would be prudent for the City and IWU to terminate the Listing Agreement between the City, IWU and the Broker and amend MOU II, to provide the City will take on the marketing, with the majority of the terms remaining unchanged.

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

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

SECTION 2. The Second Amendment to Memorandum of Understanding II is hereby approved and the Mayor is authorized to execute same.

SECTION 3. The termination of the listing agreement, including any extensions thereto, with Coldwell Banker Commercial Devonshire Reality is hereby terminated and the City Manager, or designee, is authorized to provide any required notice in relation to the termination.

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

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

SECTION 6. This ordinance shall be effective after the date of its publication as required by law.

SECTION 7. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 23rd day of May 2022.

APPROVED this ____ day of May 2022.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

**SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING II BETWEEN THE
CITY OF BLOOMINGTON AND ILLINOIS WESLEYAN UNIVERSITY TO SUPPORT
THE MARKETING AND REDEVELOPMENT OF THE PROPERTIES IN THE 800 BLOCK
OF NORTH MAIN STREET**

This Second Amendment, made and entered into this ____ day of _____, 2022, by and between THE CITY OF BLOOMINGTON, ILLINOIS, (hereinafter “CITY”), and ILLINOIS WESLEYAN UNIVERSITY, (hereinafter “Wesleyan”), WITNESSETH that:

WHEREAS, on June 28, 2019, a Memorandum of Understanding II (“MOU”) was made between the City and Wesleyan to support the marketing and redevelopment of the properties in the 800 block of North Main Street; and

WHEREAS, the MOU provided the parties would enter into a joint listing agreement for the marketing of the properties and take other actions to promote the sale and development of the properties; and

WHEREAS, due to the COVID-19 pandemic and fluctuations and uncertainties in the commercial real estate market, there have been impediments in the marketing and selling of the properties and the parties therefore desire to extend the MOU; and

WHEREAS, on May 24, 2021, a First Amendment to the MOU was entered into to extend the Listing Agreement and the MOU between CITY and Wesleyan; and

WHEREAS, the CITY and Wesleyan desire to terminate the existing listing agreement upon sixty (60) days written notice to the Broker by a vote of the governing board of both parties, with the CITY assuming the marketing responsibilities upon termination of said listing agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the parties hereto, intending legally to be bound, agree to incorporate the above recitals as if fully restated herein and further agree as follows:

1. Recitals. The recitals set forth above shall be incorporated into the terms and conditions of this First Amendment as if fully set forth herein.

2. Amendment to Section 3. Listing Agreement of the MOU. Section 3. Listing Agreement shall be deleted in its entirety and replaced with the following:

Section 3. Listing. The City of Bloomington shall take on the roles of (i) marketing the Project Area to private developers, (ii) identifying redevelopment options that will ensure the planned and cohesive redevelopment of the Project Area for the benefit of both the City and IWU, and (iii) seeking out private developer proposals for the redevelopment of the Project Area.

3. Amendment to Section 6(C) of the MOU. Section 6(C) of the MOU shall be amended as follows:

C. In the absence of mutual agreement by the authorized officials from the City and IWU this MOUs shall end on May 31, ~~2022~~ 2023.

4. In all other respects the MOU shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Professional Management Services Agreement in duplicate this day and year first above written.

PASSED this _____ day of _____, 2022.

APPROVED this _____ day of _____, 2022.

CITY OF BLOOMINGTON

By: _____
Its Mayor

ATTEST:

By: _____
Its City Clerk

ILLINOIS WESLEYAN UNIVERSITY

By:  _____

Title: VP for Business and Finance

Date: 5/9/2022 | 9:29 AM CDT



**COLDWELL BANKER COMMERCIAL
DEVONSHIRE REALTY**

201 W. Springfield, 11th Floor
Champaign, IL 61820
(217) 352-7712
(217) 352-5513 FAX

May 11, 2021

City of Bloomington
115 East Washington Street
Bloomington, IL 61701

RE: 801-807 N. Main & 208 E. Chestnut, Bloomington, IL 61701

LISTING AGREEMENT EXTENSION / PRICE CHANGE

I the undersigned Owner(s) of the property described above, listed for sale through Coldwell Banker Commercial Devonshire Realty, do hereby request:

- ☒ That the term of said Listing Agreement be extended to and including
May 31, 2022.
- ☐ Other Changes _____.

I specifically agree that these changes shall not invalidate my present Listing Agreement except to the extent that those changes stated above be made.

Dated this 26th day of May, 2021.

COLDWELL BANKER COMMERCIAL DEVONSHIRE REALTY

Agent

Owner - City of Bloomington, Illinois

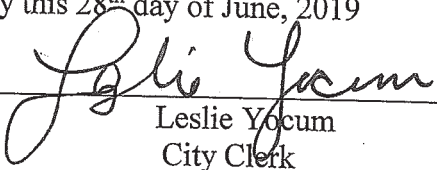
Owner - Illinois Wesleyan University

STATE OF ILLINOIS)
)
COUNTY OF McLEAN) ss:
)
CITY OF BLOOMINGTON)

I, LESLIE YOCUM, the duly appointed and qualified City Clerk of the City of Bloomington, Illinois do hereby certify that the foregoing is a perfect and complete copy of the Exclusive Right to Sell Listing Agreement, which was presented, passed and approved at a regular meeting of said City Council held on the 24th day of June, 2019, by an affirmative vote of the majority of all members then holding office, the vote having been taken by yeas and nays and entered on the record of the proceedings of said Council.

Witness my hand and the seal of the said

City this 28th day of June, 2019



Leslie Yocum
City Clerk



DEVONSHIRE REALTY
P. O. Box 140
Champaign, IL 61824-0140

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

THIS AGREEMENT is entered into this 11 day of July, 2019, by and between CBCDR LLC d/b/a COLDWELL BANKER COMMERCIAL DEVONSHIRE REALTY (Broker) and CITY OF BLOOMINGTON, ILLINOIS and ILLINOIS WESLEYAN UNIVERSITY (collectively "Owner").

In consideration of Owner's acceptance of the services to be performed by Broker and the commissions to be paid by Owner, the parties agree that Broker is granted the exclusive right to market and sell the commercial real estate (Property) more particularly described and upon the terms as follows:

PROPERTY ADDRESS: 801-807 N. Main & 208 E. Chestnut, Bloomington, Illinois 61701

PROPERTY TAX IDENTIFICATION NUMBERS: 21-04-133-009, 21-04-133-010, 21-04-205-014

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the parties agree as follows:

1. **LISTING TERM:** This Agreement shall become effective upon the date fully executed and will terminate eighteen (18) months after the date fully executed. In the event Owner does not provide Broker with written notice three (3) months prior to the end of the Listing Term, then this Agreement will automatically renew for an additional six (6) months. This Agreement may be terminated by the Owner with sixty (60) days written notice to Broker, with or without cause, by vote of the governing boards of the Owner.

2. **COMMISSION:** In the event (i) a contract to purchase, develop or lease the Property is executed by the Owner and a Buyer, Developer, or Lessee (hereinafter referred to as "Buyer") during the term of this Agreement; or (ii) if Owner contributes or conveys the Property to a partnership, joint venture or other business entity; or (iii) if Owner is a corporation, partnership or other business entity and an interest in said business entity is transferred, whether by merger, outright purchase or otherwise, in lieu of the sale of the Property, then, without incurring commission to another broker, Owner shall pay Broker a commission of One Hundred Thousand Dollars and no/100 (\$100,000.00); which commission shall be paid at the time Owner and buyer (successors and assigns) close on the Property or interest and title to the Property or an interest in the Property is transferred.

The commission due to Broker by the Owner shall be split based on their percentage of land ownership as follows: City of Bloomington, Illinois shall pay 73.30% of the commission due Broker and Illinois Wesleyan University shall pay the remaining 26.70% of the commission due Broker.

Owner also agrees to pay the commission to Broker if a contract is executed within six (6) months after termination of this Agreement to a prospect submitted by Broker during the term of this Agreement, or to anyone with whom Owner dealt during the term of this Agreement. Within five (5) days after the termination of the Agreement, Broker shall submit to Owner at the address listed herein via certified mail, a list of prospects (Prospect List) that Broker submitted to the Owner or Owner's Property during the term of the Agreement. The Prospect List shall serve as notice to Owner and formal registration of those prospects which may earn Broker a commission in the event that the Property is sold to a prospect during the six (6) month period. Broker's failure to submit a Prospect List shall not waive any rights to commissions that may be due Broker under this Agreement. In addition, Broker's submittal of the Prospect List shall not waive any rights to commissions that may be due for those leases executed by anyone with whom Owner dealt during the term of the Agreement.

The full commission is payable at closing. If no closing occurs as a result of buyer's default, Broker will waive the commission and this Agreement will continue for the balance of the term, but if the closing fails to occur as a result of Owner's default or the failure of Owner to act in good faith and due diligence toward closing on the sale or exchange of the Property or an interest in the Property, then the commission under this Agreement will become immediately due.

3. **EXCHANGES:** The term "sale" shall include any exchange or trade to which Owner consents. In the event that Owner exchanges or trades the Property through the services of Broker or during the term of this Agreement, Broker shall be entitled to the same commission as stated in paragraph 2. as though the Owner had sold the Property. The Owner acknowledges that there may be tax consequences arising out of the exchange or trade of the Property and is advised to seek competent tax advice if the Owner chooses to do so.

4. **CONTRIBUTED PROPERTY:** If the Owner donates the Property to a charitable or not for profit organization, a commission as stated in paragraph 2. will be due.

5. **LEASE:** In the absence of a separate Exclusive Agency Listing Agreement for the Lease of the Property, and in the event the Owner executes a contract to lease the Property through the services and efforts of Broker, or during the term of this Agreement, including the six (6) month period after the termination of the Agreement if the prospect was submitted to Owner in the Prospect List per paragraph 2. or to anyone whom Owner dealt with during the term of the Agreement, then, without incurring commission to another broker, Owner shall pay Broker a commission as stated in paragraph 2. Said commission shall be paid at the time Owner and tenant (successors and assigns) enter into said lease.

6. **AGENCY DISCLOSURES:** Broker designates Ryan Murphy (Owner's Designated Agent), as a sales associate affiliated with Broker, to act as the only legal agent of Owner for purposes of marketing the Property under this Agreement to the exclusion of all brokers or salespersons employed by or affiliated with Broker, unless and until Broker notifies Owner in writing to the contrary.

Broker reserves the right to name additional Designated Agents. If additional Designated Agents are named, Broker agrees to notify Owner in writing within a reasonable time. If other brokers or salespersons

employed by or affiliated with Broker are designated as the legal agents of the prospective buyer of the Property, then Broker agrees to instruct each of the designated brokers or salespersons to act exclusively for the party they have been designated to represent and not to share or attempt to obtain information not appropriate to share or obtain with representatives of adverse parties.

7. **COOPERATING AGENTS / BROKERS:** Owner understands and agrees that other salespersons affiliated with Broker, other than Owner's Designated Agent(s), may represent the actual or prospective buyer (Buyer's Agent) of Owner's property. Further, Owner understands and agrees that if the Property is sold through the efforts of a sales associate affiliated with Broker who represents the Buyer, the other sales associate affiliated with Broker will be acting as a Buyer's designated agent.

Owner acknowledges that potential buyers may elect to employ the services of a different licensed real estate broker or sales associate as their own agent. Broker is authorized to show the Property to prospective buyers represented by Buyer's Agent and Broker, in its sole discretion, may pay a part of the above commission to Buyer's Agent or other cooperating agents. Broker is authorized in its sole discretion to determine with which brokers it will cooperate, and the amount of compensation that it will offer cooperating brokers in the sale of the Property.

8. **DUAL AGENCY:** Owner acknowledges that Broker may represent prospective Buyers as well as Owner and Broker agrees as such to provide Owner with a Disclosure and Consent to Dual Agency form for Owner to execute if Owner agrees to the dual agency.

9. **BROKER'S DUTIES:** Broker shall use its best efforts to produce a Buyer ready, willing, and able to purchase, develop or lease the Property at terms acceptable to Owner; shall assist to the extent requested by Owner, in negotiating the terms of and filling out a real estate purchase agreement; and comply with all applicable laws in performing its duties. Accept delivery of and present to the Owner offers and counteroffers to buy, sell, or lease the Owner's property or the property the Owner seeks to purchase or lease; assist the Owner in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that relate to the offers and counteroffers until a lease or purchase agreement is signed and all contingencies are satisfied or waived; and answer the Owner's questions relating to the offers, counteroffers, notices, and contingencies. Broker shall seek proposals from a Buyer in conformance with the following guidelines:

i. Proposals will preferably include new, mixed-use structures with ground floor retail / commercial and upper-story residential units. Residential units should be market-rate and should not be targeted to college students or to senior citizens.

ii. Proposals should be transit-oriented and pedestrian friendly.

iii. Proposals should ideally be submitted by a single, master developer, with a comprehensive plan for the entire Project Area.

iv. Proposals may include the rededication and reconstruction of East Street, as public right of way between Walnut Street and Chestnut Street.

v. Proposals should be sensitive to the historic character of the adjacent Franklin Square neighborhood, a designated historic district listed on the National Register of Historic Places.

10. **OWNER'S COVENANTS:** Owner agrees to cooperate with Broker, its agents and cooperating brokers fully with respect to Broker's efforts to market and sell the Property. Owner agrees to refer to Broker all inquiries received relating to the sale of the Property and to conduct all negotiations with prospective buyers of the Property through Broker. Owner further agrees to furnish Broker any information concerning the Property as Broker may reasonably request from time to time.

The Owner represents and warrants that it is either the owner of the Property, the beneficiary under the land trust that owns the Property or is the authorized agent of the Owner who has the power and authority to enter into this Contract on behalf of the legal or beneficial owner of the Property.

11. **CONDITION OF PROPERTY:** Broker is not charged with the custody of the Property, nor its management, upkeep or repair. Owner understands that the information furnished by Owner to Broker will be used to advertise Owner's property to the public and it is necessary that the information is accurate. Owner acknowledges that Owner may be liable to a buyer for any latent or hidden undisclosed defects in the Property that are known to Owner and not disclosed to a buyer.

Owner agrees to disclose to Broker and prospective buyers all information that Owner has or may obtain regarding the Property. Broker is authorized to disclose all such information to prospective buyers. Owner agrees to indemnify and save harmless Broker and its officers, employees and agents against any and all actions, claims, damages and liabilities (a) relating to the condition of the Property; (b) pertaining to the presence and location of asbestos, PCB transformers, underground storage tanks and any hazardous or contaminated substances in, on or around the Property and any damage or injury to person or Property resulting from or occurring in, on or about the Property.

Owner agrees to keep the Property in good repair / condition during the term of the Agreement.

12. **INDEMNIFICATION:** Owner agrees to indemnify, defend and hold Broker and its sales agents harmless from any and all claims, disputes, litigation, judgments, and costs (including reasonable attorney's fees) arising from Owner's breach of this Agreement, from any incorrect information or misrepresentation supplied by Owner to Broker or from any material facts, including latent defects, that are known to Owner and that Owner fails to disclose to Broker or any of its sales agents.

13. **MARKETING:** Owner authorizes Broker to place and remove listing signs on or from the Property and to advertise through various print media, the internet or other similar means or media and to photograph the same and use such photographs in the negotiations of a sale. Owner further authorizes Broker

and or cooperating brokers to conduct showings of the Property and grants Broker and or cooperating brokers access to the Property to show the same at reasonable hours.

14. **DEFAULT:** In the event either party fails to perform it's obligations under this Agreement and if it becomes necessary for either party to retain an attorney or initiate any legal proceedings in order to secure conformance with this Agreement, then in addition to all other sums either party may be entitled to recover, either party shall also be entitled to recover court costs, reasonable attorney fees, pre-judgment and post-judgment interest and all other costs incurred by either party in connection therewith. Owner acknowledges that Broker shall have all rights granted to Brokers under the Illinois Commercial Real Estate Broker Lien Act.

15. **EARNEST MONEY:** Earnest money deposited by a prospective buyer shall be held in escrow until closing with the Escrowee allowed to retain expenses incurred for Owner and to pay the earnest money into court in the event of a dispute. IN THE EVENT THAT OWNER RETAINS THE EARNEST MONEY, OR ANY PART THEREOF AS A RESULT OF THE PROSPECTIVE TENANTS DEFAULT, THEN BROKER IS ENTITLED TO ONE-HALF (1/2) OF THE AMOUNT OWNER RECEIVES LESS ANY EXPENSES OR LOSSES OWNER MAY HAVE AS A RESULT OF THE TENANT DEFAULT.

16. **NONDISCRIMINATION:** THE PARTIES ACKNOWLEDGE THAT IT IS ILLEGAL FOR EITHER OWNER OR BROKER TO REFUSE TO DISPLAY OR SELL THE PROPERTY TO ANY PERSON BECAUSE OF HIS RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, OR PHYSICAL DISABILITY.

17. **AMENDMENTS IN WRITING:** No amendment or alterations in the terms of this Agreement will be valid or binding unless made in writing and signed by Owner and Broker.

18. **ACKNOWLEDGMENT:** All persons signing below have read and understand this Agreement.

19. **BINDING EFFECT:** This Agreement shall be binding upon the heirs, successors, administrators and assigns of the parties hereto.

20. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

21. **EXECUTION AND COUNTERPARTS:** This contract contains the entire agreement of the parties and cannot be changed except by their written consent. This Agreement supersedes all prior agreements and understandings between the Owner and Broker with respect to the Property. This Agreement may be executed in any number of counterparts, each and all of which shall be deemed for all purposes to be one agreement.

22. **MISCELLANEOUS:** If more than one Owner or buyer is involved, the pronouns and grammatical structure shall be understood to conform.

OWNER: CITY OF BLOOMINGTON,
ILLINOIS

BROKER: CBCDR, LLC

By: _____

Name: _____

Title: _____

Phone: _____

Fax: _____

Dated: _____

E-mail: _____

By: _____

Name: Ryan Murphy

Title: Designated Agent

Phone: _____

Fax: _____

Dated: 7/11/19

E-mail: _____

OWNER: ~~ILLINOIS~~ WESLEYAN UNIVERSITY

By: _____

Name: Matt Bierman

Title: Vice President for Business & Finance

Phone: _____

Fax: _____

Dated: May 20, 2019

E-mail: _____

**COLDWELL BANKER COMMERCIAL DEVONSHIRE REALTY
DISCLOSURE AND CONSENT TO DUAL AGENCY
COMMERCIAL**

NOTE TO CONSUMER: THIS DOCUMENT SERVES THREE PURPOSES. FIRST, IT DISCLOSES THAT A REAL ESTATE LICENSEE MAY POTENTIALLY ACT AS A DUAL AGENT, THAT IS, REPRESENT MORE THAN ONE PARTY TO THE TRANSACTION. SECOND, THIS DOCUMENT EXPLAINS THE CONCEPT OF DUAL AGENCY. THIRD, THIS DOCUMENT SEEKS YOUR CONSENT TO ALLOW THE REAL ESTATE LICENSEE TO ACT AS A DUAL AGENT ONLY WITH YOUR CONSENT. BY CHOOSING TO SIGN THIS DOCUMENT, YOUR CONSENT TO DUAL AGENCY REPRESENTATION IS PRESUMED.

The undersigned CBCDR, LLC (Licensee"), the designated agent, and any subsequent designated agent(s) may undertake a dual representation (represent both the seller or landlord and the buyer or tenant) for the sale or lease of property 800 Block of North Main Street, Bloomington, Illinois (property address)

The undersigned acknowledge they were informed of the possibility of this type of representation. Before signing this document, please read the following:

Representing more than one party to a transaction presents a conflict of interest since both clients may rely upon Licensee's advice and the client's respective interests may be adverse to each other. Licensee will undertake this representation only with the written consent of ALL clients in the transaction.

Any agreement between the clients as to a final contract price and other terms is a result of negotiations between the clients acting in their own best interests and on their own behalf. You acknowledge that Licensee has explained the implications of dual representation, including the risks involved, and understand that you have been advised to seek independent advice from your advisors or attorneys before signing any documents in this transaction.

What a Licensee Can Do For Clients When Acting as a Dual Agent

1. Treat all clients honestly.
2. Provide information about the property to the buyer or tenant.
3. Disclose all latent material defects in the property that are known to Licensee.
4. Disclose financial qualification of the buyer or tenant to the seller or landlord.
5. Explain real estate terms.
6. Help the buyer or tenant to arrange for property inspections.
7. Explain closing costs and procedures.
8. Help the buyer compare financing alternatives.
9. Provide information about comparable properties that have sold so both clients may make educated decisions on what price to accept or offer.

What a Licensee Cannot Disclose to Clients When Acting as a Dual Agent

1. Confidential information that Licensee may know about the clients, without that client's permission.
2. The price the seller or landlord will take other than the listing price without permission of the seller or landlord.
3. The price the buyer or tenant is willing to pay without permission of the buyer or tenant.
4. A recommended or suggested price the buyer or tenant should offer.
5. A recommended or suggested price the seller or landlord should counter with or accept.

If either client is uncomfortable with this disclosure and dual representation, please let Licensee know. You are not required to sign this document unless you want to allow the Licensee to proceed as a Dual Agent in this transaction.

By signing below, you acknowledge that you have read and understand this form and voluntarily consent to the Licensee acting as a Dual Agent (that is, to represent BOTH the seller or landlord and their buyer or tenant) should that become necessary.

CLIENT: _____
(Seller/Lessor)

CLIENT: _____
(Seller/Lessor)

DATE: _____

LICENSEE: _____

CLIENT: _____
(Buyer/Lessee)

CLIENT: _____
(Buyer/Lessee)

DATE: _____

**FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING II BETWEEN
THE CITY OF BLOOMINGTON AND ILLINOIS WESLEYAN UNIVERSITY TO
SUPPORT THE MARKETING AND REDEVELOPMENT OF THE PROPERTIES IN
THE 800 BLOCK OF NORTH MAIN STREET**

This First Amendment, made and entered into this 24th day of May 2021, by and between THE CITY OF BLOOMINGTON, ILLINOIS, (hereinafter “CITY”), and ILINOIS WESLEYAN UNIVERSITY, (hereinafter “Wesleyan”), WITNESSETH that:

WHEREAS, on June 28, 2019, a Memorandum of Understanding II (“MOU”) was made between the City and Wesleyan to support the marketing and redevelopment of the properties in the 800 block of North Main Street; and

WHEREAS, the MOU provided the parties would enter into a joint listing agreement for the marketing of the properties and take other actions to promote the sale and development of the properties; and

WHEREAS, due to the COVID-19 pandemic, there have been impediments in the marketing and selling of the properties and the parties therefore desire to extend the MOU and existing listing agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the parties hereto, intending legally to be bound, agree to incorporate the above recitals as if fully restated herein and further agree as follows:

1. Recitals. The recitals set forth above shall be incorporated into the terms and conditions of this First Amendment as if fully set forth herein.

2. Amendment to Section 3(G). Section 3(G) of the MOU shall be amended as follows:

G. Term of Listing Agreement. The Listing Agreement shall become effective upon the date fully executed by the Parties and will terminate eighteen (18) months after the date fully executed (the “Listing Term”). In the event the Parties do not provide Broker with written notice three (3) months prior to the end of the Listing Term, then the Listing Agreement will automatically renew for an additional six (6) months. The Listing agreement may be terminated by the Parties with sixty (60) days written notice to Broker, with or without cause, by vote of the governing board of the Parties. Upon termination of the Listing Agreement, the parties may enter into a new listing agreement that shall not exceed May 31, 2022.

3. Amendment to Section 6(C). Section 6(C) of the MOU shall be amended as follows:

C. In the absence of mutual agreement by the authorized officials from the City and IWU this MOUS shall end on May 31, ~~2021~~ 2022.

4. In all other respects the MOU shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Professional Management Services Agreement in duplicate this day and year first above written.

PASSED this 24th day of May 2021.

APPROVED this 3rd day of May 2021.

CITY OF BLOOMINGTON

By: Melissa Murbach

M

ATTEST:

By: Leslie Smith

LESIE SMITH - City Clerk


ILLINOIS WESLEYAN UNIVERSITY

By: _____

Title: VP for Business and Finance

Date: 5/31/2021 | 9:55 AM CDT

ATTEST:

By: _____

Title: Administrative Assistant

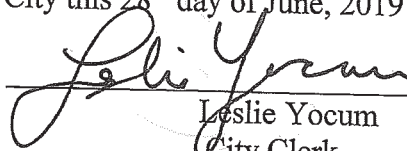
Date: 6/1/2021 | 1:10 PM CDT

STATE OF ILLINOIS)
)
COUNTY OF McLEAN) ss:
)
CITY OF BLOOMINGTON)

I, LESLIE YOCUM, the duly appointed and qualified City Clerk of the City of Bloomington, Illinois do hereby certify that the foregoing is a perfect and complete copy of the Memorandum of Understanding II by and Between the City of Bloomington, McLean County, Illinois, and Illinois Wesleyan University to Support the Marketing and Redevelopment of the Properties in the 800 Block of North Main Street, which was presented, passed and approved at a regular meeting of said City Council held on the 24th day of June, 2019, by an affirmative vote of the majority of all members then holding office, the vote having been taken by yeas and nays and entered on the record of the proceedings of said Council.

Witness my hand and the seal of the said

City this 28th day of June, 2019



Leslie Yocum
City Clerk

MEMORANDUM OF UNDERSTANDING II
by and between
THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS
and
ILLINOIS WESLEYAN UNIVERSITY
to
SUPPORT THE MARKETING AND REDEVELOPMENT
OF THE PROPERTIES IN THE 800 BLOCK OF NORTH MAIN STREET
(Former Mennonite Hospital Redevelopment Project Area)

WHEREAS, this Memorandum of Understanding ("MOU"), which supersedes all prior agreements by and between the City of Bloomington, McLean County, Illinois, an Illinois municipal corporation (the "City"), and Illinois Wesleyan University ("IWU") (together the "Parties") related to the topic of the MOU, sets forth the terms and understanding between the Parties pursuant to the joint marketing and redevelopment of certain properties as defined in Exhibit A (the "Project Area") which are independently owned and exclusively controlled by the City and IWU, respectively, and which, when taken together, comprise approximately 4.093 acres in the 800 block of North Main Street in the City of Bloomington; and,

WHEREAS, the City and IWU entered into a Memorandum of Understanding which was approved by the Corporate Authorities of the City on July 9, 2018 by way of Ordinance 2018-56 (the "Original MOU"); and,

WHEREAS, due to recent macroeconomic factors impacting the commercial real estate market both nationally and locally, the City and IWU mutually desire to terminate the Original MOU and partner together under this MOU to better promote the redevelopment of the Project Area; and,

NOW, THEREFORE, the Parties hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Section 1. Incorporation of Recitals.

- A. All of the recitals contained in the Preambles to this MOU are hereby incorporated into this MOU as though restated in this Section.
- B. The Parties agree that the Original MOU is hereby terminated and shall have no force and effect upon the execution of this MOU.

Section 2. Background

- A. The Parties feel that it would be mutually beneficial to encourage the redevelopment of the Project Area.
- B. Since the Project Area includes parcels owned by the Parties respectively, the Parties believe that it is desirable to jointly seek redevelopment proposals for the Project

Area and that jointly listing the Project Area with a commercial real estate broker is the preferred method for soliciting said proposals.

- C. The Project Area is located within the study area for the potential North Main Street / Chestnut Street Tax Increment Finance District (“TIF District”) north of downtown Bloomington. If the potential TIF District is established by the City, then the redevelopment of the Project Area may be eligible for redevelopment incentives from the City which are available to the City by the TIF Act.
- D. The majority of the parcel in the Project Area owned by the City (the “City Parcel”) is comprised of a grass area. This grass area was the former site of a medical building, which was originally the core of the former Mennonite Hospital complex, but has been demolished. The remainder of the City Parcel is currently improved with an asphalt parking lot (the “City Parking Lot”). The City Parcel totals approximately 3 acres.
- E. The two parcels in the Project Area owned by IWU (the “IWU Parcels”) are currently improved with a parking lot (the “IWU Parking Lot”), a former dormitory building, and a former long-term healthcare facility (collectively, the “IWU Buildings”). The IWU Parking Lot and IWU Buildings were all a part of the former Mennonite Hospital complex. The IWU Buildings are currently vacant and are scheduled to be demolished by IWU in the near future. The IWU Parcels total approximately 1.093 acres.

Section 3. Listing Agreement

- A. **City RFQ:** On October 31, 2018, the City issued RFQ #2019-12 requesting statements of qualifications for commercial real estate marketing services for the Project Area. Upon the close of that RFQ, representatives from the City and IWU interviewed the respondents to the RFQ. Coldwell Banker Commercial Devonshire Realty (the “Broker”) was determined by the City and IWU representatives to be well qualified.
- B. **Purpose for Listing Agreement:** It is agreed by the Parties, that concurrent with the adoption of this MOU, the Parties will jointly enter into an Exclusive Right to Sell Listing Agreement (the “Listing Agreement”) with Broker with the ultimate goal to:
 - i. Market the Project Area to private developers.
 - ii. Identify redevelopment options that will ensure the planned and cohesive redevelopment of the Project Area for the benefit of both the City and IWU.
 - iii. Seek out private developer proposals for the redevelopment of the Project Area.

- C. Broker Marketing Materials:** Representatives of both the City and IWU will review and approve Broker's marketing materials for the Project Area prior to public issuance.
- D. Proposal Vetting:** Broker shall provide copies of developer proposals to the Parties. The Parties will keep this information confidential while the proposals are under review. The City will be responsible for all expenses associated with the vetting of any responses / proposals from private developers.
- E. Assist the Broker:** The Parties will make reasonable and appropriate efforts to assist Broker in its effort to market the Project Area to potentially interested parties. IWU will make available to Broker any and all information about the IWU Parcels deemed necessary by Broker to market the Project Area. The City will make available to Broker any and all information about the City Parcel deemed necessary by Broker to market the Project Area.
- F. General Guidelines for Redevelopment:** The Parties will direct Broker to specify that private developer proposals should conform to the following general guidelines:
- i. Proposals will preferably include new, mixed-use structures with ground floor retail / commercial and upper-story residential units. Residential units should be market-rate and should not be targeted to college students or to senior citizens.
 - ii. Proposals should be transit-oriented and pedestrian friendly.
 - iii. Proposals should ideally be submitted by a single, master developer, with a comprehensive plan for the entire Project Area.
 - iv. Proposals may include the rededication and reconstruction of East Street, as public right of way between Walnut Street and Chestnut Street.
 - v. Proposals should be sensitive to the historic character of the adjacent Franklin Square neighborhood, a designated historic district listed on the National Register of Historic Places.

Notwithstanding the aforesaid general guidelines, the Parties reserve the right to jointly consider and, where appropriate, approve private developer proposals presented by Broker which may not necessarily meet each of the aforesaid general guidelines.

- G. Term of Listing Agreement:** The Listing Agreement shall become effective upon the date fully executed by the Parties and will terminate eighteen (18) months after the date fully executed (the "Listing Term"). In the event the Parties do not provide Broker with written notice three (3) months prior to the end of the Listing Term, then the Listing Agreement will automatically renew for an additional six (6) months. The Listing Agreement may be terminated by the Parties with sixty (60) days written notice to Broker, with or without cause, by vote of the governing boards of the Parties.

- H. Broker Commission:** It is agreed between the Parties that Broker's commission shall be split based upon the Parties' percentage of land ownership as follows: City shall pay 73.30% of the commission due Broker and IWU shall pay the remaining 26.70% of the commission due Broker. This commission split shall be detailed in the Listing Agreement.

Section 4. Use of the Parking Lots

- A.** As the IWU Parking Lot and the City Parking Lot are adjacent and interconnected, and, until such a time as a redevelopment of the Project Area commences, it would be beneficial to both the City and IWU for these parking lots to be used by members of the public attending events at the IWU campus or at nearby City-owned facilities. Therefore, IWU and the City agree that both Parties may make use of either Parties' Parking Lot at any time and for any purpose throughout the term of this MOU.
- B.** The City, at its option and cost, may cause for improvements to be made to the IWU Parking Lot, including, but not limited to, restriping or patching. Any improvements made by the City to the IWU Parking Lot shall be approved by IWU in a writing prior to being made by the City or the City's contractor.
- C.** The City, at its option and cost, may cause for the removal of snow or other debris from the IWU Parking Lot in order to make both parking lots available for use.
- D.** The Parties further agree that either party will be responsible for insurance and all other maintenance of its respective parking lot throughout the term of this MOU.
- E.** IWU hereby grants the City access to the IWU Parcels for the forgoing purposes.

Section 5. IWU Buildings

- A.** The IWU Buildings are currently registered under the City's Neighborhood Perseveration Ordinance (NPO). IWU agrees to maintain the IWU Buildings in accordance with the NPO.
- B.** To better prepare the site for redevelopment, IWU commits to commence the demolition of the IWU Buildings prior to the sale or transfer of the IWU Parcels. IWU shall secure appropriate permits and approvals from the City prior to commencement of the demolition.

IWU shall be responsible for all costs associated with the demolition of the IWU Buildings. The City will cooperate with IWU in providing access to the IWU Parcels from the City Parcel. IWU shall be responsible for costs associated with restoration of the City Parcel after the completion of the demolition of the IWU Buildings.

Section 6. Duration

- A.** This MOU is at-will and may be modified by mutual consent of authorized officials from the City and IWU.
- B.** This MOU shall be effective upon signature by the authorized officials from the City and IWU and will remain in effect until modified or terminated by any one of the Parties by mutual consent.
- C.** In the absence of mutual agreement by the authorized officials from the City and IWU this MOU shall end on May 31, 2021.
- D.** Nothing in this MOU shall be deemed, construed or interpreted as binding either Party to undertake any form of redevelopment of the Project Area or any part thereof. Likewise, nothing herein shall be deemed, construed or interpreted as prohibiting either Party from independently undertaking redevelopment of that Party's owned parcels. Neither Party shall be deemed bound to enter into an agreement to undertake or participate in any redevelopment project unless and until both Parties agree to all terms and conditions of any such redevelopment project and all such terms and conditions have been reduced to a separate writing which is signed by the Parties.

[Signature page to follow]

IN WITNESS WHEREOF, the City and IWU have caused this MOU to be executed by their duly authorized officers or manager(s) as of the date set forth below.

City of Bloomington, McLean County, Illinois

By: [Signature]
City Manager

ATTEST

By: [Signature]
City Clerk

Date: 6-28-19

Illinois Wesleyan University

By: [Redacted]
Title: Vice President for Business + Finance

Date: 5/23/19

ATTEST

By: [Redacted]
Title: _____

Date: May 23, 2019



[Exhibit A follows this page and is an integral part of this MOU in the context of use.]

Exhibit A

[Exhibit A – Former Mennonite Hospital Redevelopment Project Area Map Attached]



REGULAR AGENDA ITEM NO. 8.C

FOR COUNCIL: May 23, 2022

SPONSOR: Human Resources Department and Facilities Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Local 362 Parking Enforcement Contract, as requested by the Human Resources Department and the Facilities Department.

RECOMMENDED MOTION:

The proposed Agreement be approved.

STRATEGIC PLAN LINK:

-Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: On March 9, 2022, Local 362 Laborers International Union representing the parking enforcement employees and City staff began negotiating the terms of a collective bargaining agreement to replace the agreement that expired on April 30, 2022. The expired agreement can be located at www.cityblm.org <<http://www.cityblm.org>> under Human Resources in a folder titled Labor Contracts. After several meetings the parties agreed to the terms of the new contract and a Tentative Agreement was signed on May 10, 2022. Highlights from the Tentative Agreement include:

- Wages/Term: The parties agreed to a three (3) year contract term. In the first year of the contract, employees will receive an across the board increase retroactive back to May 1, 2022 of 3%. The across the board increase in the second year of the contract is effective May 1, 2023 at 3% and the third year of the contract is effective May 1, 2024 at 3%.
- The contract also reflects a equity adjustment for the Parking Crewleader to \$20 an hour that was agreed to in 2021 between the parties.
- Update of the date for eligibility for Longevity percentage versus a lump sum payment.
- Increase clothing allowance to \$500 annually.
- Clarify force in language for overtime.
- Establish ability for Parking Enforcement to be assigned to a 9:30am - 6:00pm shift and the procedure for assigning employees to these shifts.

- Remove the Drug and Alcohol testing language from the contract and replace with language in the Employee Handbook.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the 3% increase over previous years wages will be approximately \$3,500 in FY 2023.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Angie Brown, Assistant Human Resources Manager

Reviewed by:


Nicole Albertson, Director of Human Resources

5/16/2022


Chris Tomertin, Budget Manager

5/16/2022

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

5/18/2022


Tara Henry, Legislative Assistant & Records Manager

5/18/2022